

1 Betsy C. Manifold (182450)
 manifold@whafh.com
 2 Rachele R. Rickert (190634)
 rickert@whafh.com
 3 **Wolf Haldenstein Adler
 Freeman & Herz LLP**
 4 750 B Street, Suite 2770
 San Diego, CA 92101
 5 Telephone: 619/239-4599
 6 Facsimile: 619/234-4599

7 *Interim Lead Counsel for the End Payer Plaintiffs*

8 [Additional Counsel Listed on Signature Page]

9
 10 **UNITED STATES DISTRICT COURT**
 11 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
 12

<p>13 IN RE: PACKAGED SEAFOOD PRODUCTS ANTITRUST LITIGATION</p>	<p>Case No. 15-MD-2670 JLS (MDD)</p>
--	--------------------------------------

<p>15 This Document Relates To: 16 The Indirect Purchaser End Payer Actions</p>	<p>[REDACTED] SECOND AMENDED CONSOLIDATED CLASS ACTION COMPLAINT OF THE INDIRECT PURCHASER END PAYER PLAINTIFFS</p>
--	---

17 DEMAND FOR JURY TRIAL

18
 19
 20 JUDGE: Hon. Janis L. Sammartino
 21 CTRM: 4A (4th Fl.—Schwartz)

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Page No.

NATURE OF ACTION..... 1

PARTIES 2

AGENTS AND CO-CONSPIRATORS..... 12

JURISDICTION AND VENUE..... 13

CLASS ACTION ALLEGATIONS..... 143

RELEVANT MARKETS 221

INTERSTATE COMMERCE 22

ADDITIONAL FACTUAL ALLEGATIONS 37

FRAUDULENT CONCEALMENT AND THE TOLLING OF THE STATUTE
OF LIMITATIONS 77

CAUSES OF ACTION..... 89

 VIOLATIONS OF STATE ANTITRUST LAW 89

 VIOLATIONS OF STATE CONSUMER PROTECTION LAW 122

 UNJUST ENRICHMENT 158

PRAYER FOR RELIEF 183

JURY DEMAND 185

1 Plaintiffs Louise Adams, Nay Alidad, Jessica Bartling, Gay Birnbaum,
2 Barbara Blumstein, Sally Bredberg, Melissa Bowman, Barbara Buening, Michael
3 Buff, Scott Caldwell, Jade Canterbury, Laura Childs, Casey Christensen, Jody
4 Cooper, Kim Craig, Sundé Daniels, Elizabeth Davis-Berg, Jessica Decker, Vivek
5 Dravid, Brian Depperschmidt, Gloria Emery, Ana Gabriela Felix Garcia, John
6 Frick, Kathleen Garner, Stephanie Gipson, Kathy Gore, Andrew Gorman, Tina
7 Grant, Edgardo Gutierrez, Lisa Hall, Mary Hudson, Tya Hughes, Amy Jackson,
8 Marissa Jacobus, Amy Joseph, Danielle Johnson, Zenda Johnston, Michael Juetten,
9 Steven Kratky, Joseph A. Langston, Katherine Larson, Kathy Lingnofski, Carla
10 Lown, Katherine McMahon, Diana Mey, Liza Milliner, Laura Montoya, Rick
11 Musgrave, Jennifer A. Nelson, Corey Norris, Barbara Olson, Kirsten Peck, John
12 Pels, Valerie Peters, Elizabeth Perron, John Psychal, Audra Rickman, Erica
13 Rodriguez, Kaitlyn Rooney, Joelyna A. San Agustin, Amber Sartori, Rebecca Lee
14 Simoens, Robert Skaff, Greg Stearns, Nancy Stiller, Christopher Todd, John Trent,
15 Elizabeth Twitchell, Bonnie Vander Laan, Nigel Warren, Julie Wiese, Thomas E.
16 Willoughby III, and Daniel Zwirlein (collectively “Plaintiffs”), for their
17 consolidated complaint, allege upon personal knowledge as to themselves and their
18 own actions, and upon information and belief, including the investigation of
19 counsel, as follows:

20 **NATURE OF ACTION**

21 1. This is a class action concerning anticompetitive activity by the
22 Defendants Bumble Bee Foods LLC; Dongwon Industries Co., Ltd.; StarKist
23 Company; Del Monte Corporation (“Del Monte”); Thai Union Group Public
24 Company Limited; and Tri-Union Seafoods LLC d/b/a Chicken of the Sea
25 International (collectively “Defendants”). The claims alleged herein are brought
26 pursuant to various state antitrust, consumer protection, and equitable laws as
27 alleged. This action is brought by Plaintiffs, on behalf of themselves and Classes
28 of persons and entities who indirectly purchased shelf-stable packaged tuna

1 (“Packaged Tuna”) produced by any Defendant or current or former subsidiary or
2 affiliate of any Defendant, during the period from, and including, at least July 1,
3 2004 through such time as the anticompetitive effects of Defendants’ conduct
4 ceases (the “Class Period”)¹.

5 2. The exact date of the conspiracy is uncertain, but it began no later
6 than 2004 and continued in force through at least July 2015 (the “Relevant
7 Period”). The effects of the conspiracy continue to the date of the filing of this
8 Complaint, as evidenced by the Class Period.

9 3. Defendants have conspired to raise, fix, stabilize or maintain prices of
10 and restrict capacity within the market for the sale of Packaged Tuna during the
11 Class Period.

12 4. With slowing and stagnating growth and margins in the United
13 States Packaged Tuna industry, beginning in or about in 2004, Defendants
14 directly coordinated: (1) can and pouch sizes for tuna; (2) pricing of packaged
15 tuna; (3) promotional activity for packaged tuna; and (4) the offering of “FAD”
16 (or “Fish Aggregating Device”) Free labeling for tuna under the major brands.
17 As part of this coordination, Defendants agreed and conspired to artificially
18 increase prices for Packaged Tuna to record highs in spite of reduced consumer
19 interest and falling demand. The impacts of Defendants’ unlawful and
20 anticompetitive conduct are ongoing and continue to this day.

21
22 ¹ Discovery is necessary to determine the full scope of the conspiracy, including the
23 time frame, products and participants. Plaintiffs have only begun reviewing the
24 hundreds of thousands of merits-related documents produced by Defendants since
25 the beginning of April of 2017. Third-party document productions remain far from
26 complete. No depositions have been taken. Evidence indicates that further
27 discovery may demonstrate actionable cartel conduct significantly outside the
28 Class Period, and accordingly Plaintiffs reserve the right to amend to expand the
time period covered by the claims alleged.

PARTIES

Plaintiffs

5. Plaintiff Louise Adams is domiciled in Chippewa County, Michigan, and purchased Packaged Tuna indirectly from one or more Defendants in the State of Michigan during the Class Period.

6. Plaintiff Nay Alidad is domiciled in Clark County, Nevada, and purchased Packaged Tuna indirectly from one or more Defendants in the State of Nevada during the Class Period.

7. Plaintiff Jessica Bartling is domiciled in Hillsborough County, New Hampshire, and purchased Packaged Tuna indirectly from one or more Defendants in the State of New Hampshire during the Class Period.

8. Plaintiff Gay Birnbaum is domiciled in Beaufort County, South Carolina, and purchased Packaged Tuna indirectly from one or more Defendants in the State of South Carolina during the Class Period.

9. Plaintiff Barbara Blumstein is domiciled in Palm Beach County, Florida, and purchased Packaged Tuna indirectly from one or more Defendants in the State of Florida during the Class Period.

10. Plaintiff Melissa Bowman is domiciled in Douglas County, Nebraska, and purchased Packaged Tuna indirectly from one or more Defendants in the State of Nebraska during the Class Period.

11. Plaintiff Sally Bredberg is domiciled in Cook County, Illinois, and purchased Packaged Tuna indirectly from one or more Defendants in the State of Illinois during the Class Period.

12. Plaintiff Barbara Buenning is domiciled in Dodge County, Nebraska, and purchased Packaged Tuna indirectly from one or more Defendants in the State of Nebraska during the Class Period.

13. Plaintiff Michael Buff is domiciled in Albany County, New York, and purchased Packaged Tuna indirectly from one or more Defendants in the State of

1 New York during the Class Period.

2 14. Plaintiff Scott Caldwell is domiciled in Essex County, Massachusetts,
3 and purchased Packaged Tuna indirectly from one or more Defendants in the State
4 of Massachusetts during the Class Period.

5 15. Plaintiff Jade Canterbury is domiciled in Monroe County, West
6 Virginia, and purchased Packaged Tuna indirectly from one or more Defendants in
7 the State of West Virginia during the Class Period.

8 16. Plaintiff Laura Childs is domiciled in Washington County, Minnesota,
9 and purchased Packaged Tuna indirectly from one or more Defendants in the State
10 of Minnesota during the Class Period.

11 17. Plaintiff Casey Christensen is domiciled in Lincoln County, South
12 Dakota, and purchased Packaged Tuna indirectly from one or more Defendants in
13 the State of South Dakota during the Class Period.

14 18. Plaintiff Jody Cooper is domiciled in Merrimack County, New
15 Hampshire and purchased Packaged Tuna, indirectly from one or more Defendants
16 in the State of New Hampshire.

17 19. Plaintiff Kim Craig is domiciled in Garland County, Arkansas, and
18 purchased Packaged Tuna indirectly from one or more Defendants in the State of
19 Arkansas during the Class Period.

20 20. Plaintiff Sundé Daniels is domiciled in Norfolk County,
21 Massachusetts and purchased Packaged Tuna indirectly from one or more
22 Defendants in the State of Massachusetts during the Class Period.

23 21. Plaintiff Elizabeth Davis-Berg is domiciled in Cook County, Illinois,
24 and purchased Packaged Tuna indirectly from one or more Defendants in the State
25 of Illinois during the Class Period.

26 22. Plaintiff Jessica Decker is domiciled in Ingham County, Michigan,
27 and purchased Packaged Tuna indirectly from one or more Defendants in the State
28 of Michigan during the Class Period.

1 23. Plaintiff Vivek Dravid is domiciled in Cuyahoga County, Ohio, and
2 purchased Packaged Tuna indirectly from one or more Defendants in the State of
3 Utah during the Class Period.

4 24. Plaintiff Brian Depperschmidt is domiciled in Sedgwick County,
5 Kansas, and purchased Packaged Tuna indirectly from one or more Defendants in
6 the State of Kansas during the Class Period.

7 25. Plaintiff Gloria Emery is domiciled in Hawaii County, Hawaii, and
8 purchased Packaged Tuna indirectly from one or more Defendants in the State of
9 Hawaii during the Class Period.

10 26. Plaintiff Ana Gabriela Felix Garcia is domiciled in the District of
11 Columbia and purchased Packaged Tuna indirectly from one or more Defendants
12 in the State of Arizona and the District of Columbia during the Class Period.

13 27. Plaintiff John Frick is domiciled in Jackson County, Missouri, and
14 purchased Packaged Tuna indirectly from one or more Defendants in the State of
15 Missouri during the Class Period.

16 28. Plaintiff Kathleen Garner is domiciled in Clark County, Arkansas, and
17 purchased Packaged Tuna indirectly from one or more Defendants in the State of
18 Arkansas during the Class Period.

19 29. Plaintiff Stephanie Gipson is domiciled in Chittenden County,
20 Vermont, and purchased Packaged Tuna indirectly from one or more Defendants in
21 the State of Vermont during the Class Period.

22 30. Plaintiff Kathy Gore is domiciled in Portales County, New Mexico,
23 and purchased Packaged Tuna indirectly from one or more Defendants in the State
24 of New Mexico during the Class Period.

25 31. Plaintiff Andrew Gorman is domiciled in the District of Columbia,
26 and purchased Packaged Tuna indirectly from one or more Defendants in the
27 District of Columbia and the State of Virginia during the Class Period.

28 32. Plaintiff Tina Grant is domiciled in Salt Lake County, Utah, and

1 purchased Packaged Tuna indirectly from one or more Defendants in the States of
2 Arizona and Utah during the Class Period.

3 33. Plaintiff Edgardo Gutierrez is domiciled in Broward County, Florida,
4 and purchased Packaged Tuna indirectly from one or more Defendants in the State
5 of Florida during the Class Period.

6 34. Plaintiff Lisa Hall is domiciled in Saline County, Kansas, and
7 purchased Packaged Tuna indirectly from one or more Defendants in the State of
8 Kansas during the Class Period.

9 35. Plaintiff Mary Hudson is domiciled in San Diego County, California,
10 and purchased Packaged Tuna indirectly from one or more Defendants in the State
11 of California during the Class Period.

12 36. Plaintiff Tya Hughes is domiciled in Ward County, North Dakota, and
13 purchased Packaged Tuna indirectly from one or more Defendants in the States of
14 Arizona, California, and North Dakota during the Class Period.

15 37. Plaintiff Amy Jackson is domiciled in the Territory of Guam and
16 purchased Packaged Tuna indirectly from one or more Defendants in the Territory
17 of Guam and the State of California during the Class Period.

18 38. Plaintiff Marissa Jacobus is domiciled in Calaveras County,
19 California, and purchased Packaged Tuna indirectly from one or more Defendants
20 in the State of Virginia during the Class Period.

21 39. Plaintiff Amy Joseph is domiciled in DuPage County, Illinois, and
22 purchased Packaged Tuna indirectly from one or more Defendants in the State of
23 Illinois during the Class Period.

24 40. Plaintiff Danielle Johnson is domiciled in Multnomah County,
25 Oregon, and purchased Packaged Tuna indirectly from one or more Defendants in
26 the State of Oregon during the Class Period.

27 41. Plaintiff Zenda Johnston is domiciled in Orange County, Florida, and
28 purchased Packaged Tuna indirectly from one or more Defendants in the State of

1 Florida during the Class Period.

2 42. Plaintiff Michael Juetten is domiciled in Los Angeles County,
3 California, and purchased Packaged Tuna indirectly from one or more Defendants
4 in the States of California and Wisconsin during the Class Period.

5 43. Plaintiff Steven Kratky is domiciled in the independent city of St.
6 Louis, Missouri, and purchased Packaged Tuna indirectly from one or more
7 Defendants in the State of Missouri during the Class Period.

8 44. Plaintiff Joseph A. Langston is domiciled in Benton County,
9 Arkansas, and purchased Packaged Tuna indirectly from one or more Defendants
10 in the State of Arkansas during the Class Period.

11 45. Plaintiff Katherine Larson is domiciled in Hennepin County,
12 Minnesota, and purchased Packaged Tuna indirectly from one or more Defendants
13 in the State of Minnesota during the Class Period.

14 46. Plaintiff Kathy Lingnofski is domiciled in Outagamie County,
15 Wisconsin, and purchased Packaged Tuna indirectly from one or more Defendants
16 in the State of Wisconsin during the Class Period.

17 47. Plaintiff Carla Lown is domiciled in Blackhawk County, Iowa, and
18 purchased Packaged Tuna indirectly from one or more Defendants in the State of
19 Iowa during the Class Period.

20 48. Plaintiff Katherine McMahon is domiciled in Washington County,
21 Rhode Island, and purchased Packaged Tuna indirectly from one or more
22 Defendants in the State of Rhode Island during the Class Period.

23 49. Plaintiff Diana Mey is domiciled in Ohio County, West Virginia, and
24 purchased Packaged Tuna indirectly from one or more Defendants in the State of
25 West Virginia during the Class Period.

26 50. Plaintiff Liza Milliner is domiciled in Washington County, Oregon,
27 and purchased Packaged Tuna indirectly from one or more Defendants in the State
28 of Oregon during the Class Period.

1 51. Plaintiff Laura Montoya is domiciled in Rio Arriba County, New
2 Mexico, and purchased Packaged Tuna indirectly from one or more Defendants in
3 the State of Arizona during the Class Period.

4 52. Plaintiff Rick Musgrave is domiciled in Contra Costa County,
5 California, and purchased Packaged Tuna indirectly from one or more Defendants
6 in the State of California during the Class Period.

7 53. Plaintiff Jennifer A. Nelson domiciled in Bennington County,
8 Vermont, and purchased Packaged Tuna indirectly from one or more Defendants in
9 the States of Iowa, New York, and Vermont during the Class Period.

10 54. Plaintiff Corey Norris is domiciled in Johnston County, North
11 Carolina, and purchased Packaged Tuna indirectly from one or more Defendants in
12 the State of North Carolina during the Class Period.

13 55. Plaintiff Barbara Olson is domiciled in Washtenaw County, Michigan,
14 and purchased Packaged Tuna indirectly from one or more Defendants in the State
15 of Michigan during the Class Period.

16 56. Plaintiff Kirsten Peck is domiciled in Williamson County, Tennessee,
17 and purchased Packaged Tuna indirectly from one or more Defendants in the State
18 of Tennessee during the Class Period.

19 57. Plaintiff John Pels is domiciled in Sonoma County, California, and
20 purchased Packaged Tuna indirectly from one or more Defendants in the States of
21 Arizona and California during the Class Period.

22 58. Plaintiff Elizabeth Perron is domiciled in Worcester County,
23 Massachusetts and purchased Packaged Tuna, indirectly from one or more
24 Defendants in the States of Massachusetts and Rhode Island during the Class
25 Period.

26 59. Plaintiff Valerie Peters is domiciled in Broward County, Florida, and
27 purchased Packaged Tuna indirectly from one or more Defendants in the State of
28 Florida during the Class Period.

1 60. Plaintiff John Peychal is domiciled in Sevier County, Tennessee, and
2 purchased Packaged Tuna indirectly from one or more Defendants in the State of
3 Arizona during the Class Period.

4 61. Plaintiff Audra Rickman is domiciled in Brunswick County, North
5 Carolina, and purchased Packaged Tuna indirectly from one or more Defendants in
6 the State of North Carolina during the Class Period.

7 62. Plaintiff Erica Rodriguez is domiciled in Maricopa County, Arizona,
8 and purchased Packaged Tuna indirectly from one or more Defendants in the State
9 of Arizona during the Class Period.

10 63. Plaintiff Kaitlyn Rooney is domiciled in the District of Columbia, and
11 purchased Packaged Tuna indirectly from one or more Defendants in the District
12 of Columbia during the Class Period.

13 64. Plaintiff Joelyna A. San Agustin is domiciled in the Territory of Guam
14 and purchased Packaged Tuna indirectly from one or more Defendants in the
15 Territory of Guam during the Class Period.

16 65. Plaintiff Amber Sartori is domiciled in Mecklenburg County, North
17 Carolina, and purchased Packaged Tuna indirectly from one or more Defendants in
18 the States of Missouri and North Carolina during the Class Period.

19 66. Plaintiff Rebecca Lee Simoens is domiciled in St. Charles County,
20 Missouri, and purchased Packaged Tuna indirectly from one or more Defendants in
21 the State of Missouri during the Class Period.

22 67. Plaintiff Robert Skaff is domiciled in Rockingham County, New
23 Hampshire, and purchased Packaged Tuna indirectly from one or more Defendants
24 in the State of New Hampshire during the Class Period.

25 68. Plaintiff Greg Stearns is domiciled in Waldo County, Maine, and
26 purchased Packaged Tuna indirectly from one or more Defendants in the State of
27 Maine during the Class Period.

28 69. Plaintiff Nancy Stiller is domiciled in Washoe County, Nevada, and

1 purchased Packaged Tuna indirectly from one or more Defendants in the State of
2 Nevada during the Class Period.

3 70. Plaintiff Christopher Todd is domiciled in New Orleans Parish,
4 Louisiana, and purchased Packaged Tuna indirectly from one or more Defendants
5 in the State of Mississippi during the Class Period.

6 71. Plaintiff John Trent is domiciled in Shelby County, Tennessee, and
7 purchased Packaged Tuna indirectly from one or more Defendants in the State of
8 Tennessee during the Class Period.

9 72. Plaintiff Elizabeth Twitchell is domiciled in the independent city of
10 Alexandria, Virginia and purchased Packaged Tuna, indirectly from one or more
11 Defendants in the State of Virginia during the Class Period.

12 73. Plaintiff Bonnie Vander Laan is domiciled in Emmons County, North
13 Dakota and purchased Packaged Tuna, indirectly from one or more Defendants in
14 the State of North Dakota during the Class Period.

15 74. Plaintiff Nigel Warren is domiciled in Kings County, New York, and
16 purchased Packaged Tuna indirectly from one or more Defendants in the State of
17 New York during the Class Period.

18 75. Plaintiff Julie Wiese is domiciled in Milwaukee County, Wisconsin,
19 and purchased Packaged Tuna indirectly from one or more Defendants in the State
20 of Wisconsin during the Class Period.

21 76. Plaintiff Thomas E. Willoughby III is domiciled in Cumberland
22 County, Maine, and purchased Packaged Tuna indirectly from one or more
23 Defendants in the State of Maine during the Class Period.

24 77. Plaintiff Daniel Zwirlein is domiciled in Waukesha County,
25 Wisconsin, and purchased Packaged Tuna indirectly from one or more Defendants
26 in the State of Wisconsin during the Class Period.

27 **Defendants**

28 **Chicken of the Sea Defendants**

1 78. Defendant Tri-Union Seafoods, LLC d/b/a Chicken of the Sea
2 International (“Tri-Union” or “COSI”) is a Delaware corporation with its
3 principal place of business at 9330 Scranton Rd. #500, San Diego, CA 92121

4 79. Defendant Tri-Union is a wholly-owned subsidiary of Defendant Thai
5 Union Group Public Company Limited, a publicly held company headquartered in
6 Thailand.

7 80. Defendant Thai Union Group Public Company Limited (“Thai Union”
8 or “TUG”) is a corporation organized and doing business under the laws of
9 Thailand. Its head office is located at 72/1 Moo 7, Sethakit 1 Road, Tambon
10 Tarsai, Mueang Samut Sakhon District, Amphur Muangsamutsakorn, Samutsakorn
11 74000, Thailand. TUG is the world’s largest canned tuna producer, processing
12 18% of the world’s production. It is the largest canned tuna producer in Thailand.

13 81. Unless otherwise stated, below, Tri-Union and TUG are collectively
14 referred to as “Chicken of the Sea” or “COSI”.

15 **Bumble Bee**

16 82. Defendant Bumble Bee Foods LLC, f/k/a Bumble Bee Seafoods LLC
17 (“Bumble Bee”) is a Delaware corporation with its principal place of business at
18 9655 Granite Ridge Drive, Suite 100, San Diego, CA 92123.

19 83. Bumble Bee is a wholly-owned subsidiary of Lion Capital, a private
20 investment firm headquartered in the United Kingdom, which purchased it from
21 private investment firm Centre Partners in 2010, following its merger with Connor
22 Brothers Limited in in 2004.

23 **StarKist Defendants**

24 84. Defendant StarKist Company is a Delaware corporation with its
25 principal place of business at 225 North Shore Drive, Suite 400, Pittsburgh, PA
26 15212. StarKist Company is a wholly-owned subsidiary of Dongwon Industries
27 Co. Ltd. (“Dongwon”), which is headquartered in the Republic of Korea.

28

1 85. Defendant Dongwon Industries Co. Ltd. is a corporation organized
2 and doing business under the laws of South Korea, with its headquarters located at
3 Dongwon Industries Building 7th floor, Mabang-ro 68 (Yangjae-dong), Seocho-gu,
4 Seoul, Korea. Dongwon is a publicly traded company listed on the Korean Stock
5 Exchange. It is the largest producer of canned tuna in South Korea.

6 **Del Monte Defendants**

7 86. Defendant Del Monte Corporation (“Del Monte”), now known as Big
8 Heart Pet Brands, Inc., is a Delaware corporation with its principal place of
9 business at 1 Strawberry Lane, Orrville, Ohio, 44667.

10 87. In 2014, Del Monte Pacific Limited acquired the canned and
11 processed foods portfolio of the Del Monte Corporation. As a result, the remainder
12 of the Del Monte business not acquired in the transaction was renamed Big Heart
13 Pet Brands, Inc., which now largely focuses on the remaining pet foods portfolio.

14 88. Del Monte acquired StarKist Company in 2002. Through StarKist
15 Company, Del Monte Produced and sold Packaged Tuna throughout the United
16 States (including in this District), its territories and the District of Columbia. On
17 June 6, 2008, Del Monte sold StarKist Company to Dongwon; the divestiture was
18 completed on October 6, 2008. According to a filing by Del Monte with the
19 Securities & Exchange Commission (“SEC”), “[a]t the time of sale, Del Monte
20 entered into a two-year Operating Services Agreement (which was completed in
21 September 2010) pursuant to which the Company provided operational services to
22 StarKist Company such as warehousing, distribution, transportation, sales,
23 information technology and administration.”

24 **AGENTS AND CO-CONSPIRATORS**

25 89. On information and belief, other corporations, partnerships, or business
26 entities, currently unknown to Plaintiffs, are co-conspirators with Defendants in
27 their unlawful restraints of trade. Various persons that are not named as
28 Defendants have participated as co-conspirators in the violations alleged herein

1 and have performed acts and made statements in furtherance thereof.

2 90. These other persons or entities have facilitated, adhered to,
3 participated in, and/or communicated with others regarding the alleged
4 conspiracy to raise and maintain prices of Packaged Tuna and restrict offerings
5 alleged. Plaintiffs reserve the right to name some or all of these entities as
6 Defendants at a later date.

7 **JURISDICTION AND VENUE**

8 91. Plaintiffs seek consideration paid, damages, restitution, treble
9 damages or three times consideration paid by consumers of Packaged Tuna,
10 disgorgement, other monetary relief, and other equitable relief under various state
11 antitrust, consumer protection and unfair trade practices laws, and state unjust
12 enrichment laws, as alleged specifically herein, as well as costs of suit, including
13 reasonable attorneys' fees, for the injuries that Plaintiffs and all others similarly
14 situated sustained as a result of Defendants' violations of those laws.

15 92. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1337. The Court
16 has jurisdiction over the state law claims under 28 U.S.C. § 1367 because those
17 claims are so related to the federal claim brought by Plaintiffs at the time the
18 matter was originally brought that they form part of the same case or controversy,
19 and the Court may continue to exercise jurisdiction even if no federal claim
20 remains. This Court also has subject matter jurisdiction over the state law claims
21 under 28 U.S.C. § 1332 because the amount in controversy for each of the Classes
22 exceeds \$5,000,000, there are more than 100 members in each of the Classes, and
23 there are members of some of the Classes who are citizens of different states than
24 Defendants.

25 93. Venue is proper in this Judicial District because (1) Defendants COSI
26 and Bumble Bee each have their principal places of business within this District;
27 (2) each Defendant transacts a substantial amount of business in this District, and
28 (3) each Defendant and the conduct alleged has affected, and continues to affect, a

1 substantial amount of trade and commerce in this District.

2 **CLASS ACTION ALLEGATIONS**

3 94. Plaintiffs as specifically identified herein also bring claims asserted in
4 this action on behalf of themselves and as a class claims under Federal Rules of
5 Civil Procedure, Rule 23(a) and (b)(3), seeking damages pursuant to various the
6 state antitrust, unfair competition, and consumer protection laws of the states
7 listed below on behalf of the following classes (the *Illinois Brick* Repealer
8 Cartwright Act Class and the State Classes, each of which is individually
9 described and further defined):

10 (a) **Illinois Brick Repealer Cartwright Act class:** All persons and
11 entities who resided in one of the States described in paragraphs
12 94(b) to 94(gg), specifically Arizona, Arkansas, California, the
13 District of Columbia, Florida, Guam, Hawaii, Illinois, Iowa,
14 Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi,
15 Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New
16 York, North Carolina, North Dakota, Oregon, Rhode Island,
17 South Carolina, South Dakota, Tennessee, Utah, Vermont,
18 Virginia, West Virginia, and Wisconsin, who indirectly purchased
19 Packaged Tuna for end consumption and not for resale, produced
20 by any Defendant or any current or former subsidiary or affiliate
21 thereof, or any co-conspirator, during the Class Period.

22 (b) **Arizona class:** All persons and entities who resided in the State of
23 Arizona who indirectly purchased Packaged Tuna for end
24 consumption and not for resale, produced by any Defendant or
25 any current or former subsidiary or affiliate thereof, or any co-
26 conspirator, during the Class Period.

27 (c) **Arkansas class:** All persons and entities who resided in the State
28 of Arkansas who indirectly purchased Packaged Tuna for end
consumption and not for resale, produced by any Defendant or
any current or former subsidiary or affiliate thereof, or any co-
conspirator, during the Class Period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (d) **California class**: All persons and entities who resided in the State of California who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (e) **District of Columbia class**: All persons and entities who resided in the District of Columbia who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (f) **Florida class**: All persons and entities who resided in the State of Florida who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (g) **Guam class**: All persons and entities who resided in the Territory of Guam who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (h) **Hawaii class**: All persons and entities who resided in the State of Hawaii who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (i) **Iowa class**: All persons and entities who resided in the State of Iowa who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period, or from August 25, 2011 to the present for antitrust claims.
- (j) **Kansas class**: All persons and entities who resided in the State of Kansas who indirectly purchased Packaged Tuna for end

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, from August 25, 2012 to the present.

- (k) **Maine class**: All persons and entities who resided in the State of Maine who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, from August 25, 2009 to the present for statutory claims.
- (l) **Massachusetts class**: All persons and entities who resided in the State of Massachusetts who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (m) **Michigan class**: All persons and entities who resided in the State of Michigan who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (n) **Minnesota class**: All persons and entities who resided in the State of Minnesota who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (o) **Mississippi class**: All persons and entities who resided in the State of Mississippi who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (p) **Missouri class**: All persons and entities who resided in the State of Missouri who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(q) **Nebraska class**: All persons and entities who resided in the State of Nebraska who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(r) **Nevada class**: All persons and entities who resided in the State of Nevada who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(s) **New Hampshire class**: All persons and entities who resided in the State of New Hampshire who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(t) **New Mexico class**: All persons and entities who resided in the State of New Mexico who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(u) **New York class**: All persons and entities who resided in the State of New York who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, during the Class Period, or from August 25, 2012 to the present for consumer protection claims.

(v) **North Carolina class**: All persons and entities who resided in the State of North Carolina who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (w) **North Dakota class**: All persons and entities who resided in the State of North Dakota who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (x) **Oregon class**: All persons and entities who resided in the State of Oregon who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (y) **Rhode Island class**: All persons and entities who resided in the State of Rhode Island who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, between July 15, 2013 and the present.
- (z) **South Carolina class**: All persons and entities who resided in the State of South Carolina who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (aa) **South Dakota class**: All persons and entities who resided in the State of South Dakota who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (bb) **Tennessee class**: All persons and entities who resided in the State of Tennessee who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.
- (cc) **Utah class**: All persons and entities who resided in the State of Utah who indirectly purchased Packaged Tuna for end

1 consumption and not for resale, produced by any Defendant or
2 any current or former subsidiary or affiliate thereof, or any co-
3 conspirator, during the Class Period.

4 (dd) **Vermont class**: All persons and entities who resided in the State
5 of Vermont who indirectly purchased Packaged Tuna for end
6 consumption and not for resale, produced by any Defendant or
7 any current or former subsidiary or affiliate thereof, or any co-
8 conspirator, during the Class Period.

9 (ee) **Virginia class**: All persons and entities who resided in the State
10 of Virginia who indirectly purchased Packaged Tuna for end
11 consumption and not for resale, produced by any Defendant or
12 any current or former subsidiary or affiliate thereof, or any co-
13 conspirator, during the Class Period.

14 (ff) **West Virginia class**: All persons and entities who resided in the
15 State of West Virginia who indirectly purchased Packaged Tuna
16 for end consumption and not for resale, produced by any
17 Defendant or any current or former subsidiary or affiliate thereof,
18 or any co-conspirator, during the Class Period.

19 (gg) **Wisconsin class**: All persons and entities who resided in the State
20 of Wisconsin who indirectly purchased Packaged Tuna for end
21 consumption and not for resale, produced by any Defendant or
22 any current or former subsidiary or affiliate thereof, or any co-
23 conspirator, during the Class Period.

24 95. The *Illinois Brick Repealer* Cartwright Act Class and the State
25 Classes are collectively referred to herein as the “Classes” unless otherwise
26 indicated.

27 96. Excluded from each of the Classes are Defendants, their parent
28 companies, subsidiaries and affiliates, any co-conspirators, federal governmental
entities and instrumentalities of the federal government, states and their
subdivisions, agencies and instrumentalities, all judges assigned to this matter, all
jurors in this matter, and all persons and entities who only purchased Packaged
Tuna directly or for resale.

1 97. Each of the Classes is so numerous that joinder of all members would
2 be impracticable. While Plaintiffs do not know the exact number of members of
3 each of the Classes, Plaintiffs believe there are at least hundreds of thousands of
4 members in each of the Classes.

5 98. Common questions of law and fact exist as to all members of each of
6 the Classes. This is particularly true given the nature of Defendants' conspiracy,
7 which was generally applicable to all members of each of the Classes, thereby
8 making appropriate relief with respect to each Class as a whole. Such questions of
9 law and fact common to the Classes include, but are not limited to:

- 10 (a) Whether the Defendants and their co-conspirators engaged in a
11 combination and conspiracy to fix, raise, maintain or stabilize the
12 prices of Packaged Tuna sold in the United States and in each of
13 the States alleged herein;
- 14 (b) The identity of the participants of the alleged conspiracy;
- 15 (c) The duration of the alleged conspiracy and the acts carried out by
16 Defendants and their co-conspirators in furtherance of the
17 conspiracy;
- 18 (d) Whether Defendants' alleged conduct violated various state
19 antitrust and restraint of trade laws;
- 20 (e) Whether Defendants' alleged conduct violated various state
21 consumer protection and unfair competition laws;
- 22 (f) Whether the conduct of Defendants and co-conspirators, as alleged
23 in this Complaint, caused injury to the business or property of
24 Plaintiffs and the members of the Classes;
- 25 (g) The effect of Defendants' alleged conduct on the prices of
26 Packaged Tuna sold in the United States during the Class Period;
27 and
- 28 (h) The appropriate relief for the Classes, including injunctive and

1 equitable relief.

2 99. Each Plaintiff's claims are typical of the claims of the members of the
3 respective Classes each Plaintiff seeks to represent, and each Plaintiff will fairly
4 and adequately protect the interests of the respective classes such Plaintiff seeks to
5 represent. Each of the Plaintiffs and all members of the Classes that Plaintiffs
6 seek to represent were similarly affected by Defendants' wrongful conduct in that
7 they paid artificially inflated prices for Packaged Tuna purchased indirectly from
8 the Defendants and/or their co-conspirators.

9 100. Each Plaintiff's claims arise out of the same common course of
10 conduct giving rise to the claims of the other members of each of the Classes that
11 each Plaintiff seeks to represent. Each Plaintiff's interests are coincident with, and
12 not antagonistic to, those of the other members of the respective Classes that
13 plaintiff seeks to represent. Plaintiffs are represented by counsel who are
14 competent and experienced in the prosecution of antitrust and class action
15 litigation.

16 101. The questions of law and fact common to the members of each of the
17 Classes predominate over any questions affecting only individual members,
18 including legal and factual issues relating to liability and damages.

19 102. Class action treatment is a superior method for the fair and efficient
20 adjudication of the controversy, in that, among other things, such treatment will
21 permit a large number of similarly situated persons to prosecute their common
22 claims in a single forum simultaneously, efficiently and without the unnecessary
23 duplication of evidence, effort and expense that numerous individual actions
24 would engender. The benefits of proceeding through the class mechanism,
25 including providing injured persons or entities with a method for obtaining redress
26 for claims that it might not be practicable to pursue individually, substantially
27 outweigh any difficulties that may arise in management of this class action.

28 103. The prosecution of separate actions by individual members of the

1 Classes would create a risk of inconsistent or varying adjudications, establishing
2 incompatible standards of conduct for Defendants.

3 **RELEVANT MARKETS**

4 104. The relevant geographic market is the United States. Defendants
5 operate Packaged Tuna in the United States and, collectively, control the U.S.
6 market of Packaged Tuna. Collectively, Defendants account for approximately
7 80% of Packaged Tuna sales in the United States. Unlike Packaged Tuna
8 manufacturers and sellers located outside of the United States, Defendants have
9 U.S. facilities, relationships and distribution assets in the United States that enable
10 Defendants to avoid foreign product import tariffs and to effectively constrain
11 prices for Packaged Tuna packaged and sold in the United States.

12 105. The relevant product market is Packaged Tuna.

13 106. The market in the United States for Packaged Tuna is approximately
14 \$1.8 billion annually. As shelf-stable food products, Packaged Tuna may be
15 transported across state lines in the final packaging and without cold-chain or
16 further processing.

17 107. Packaged Tuna is sold nationwide to consumers in a few standard
18 sizes and predominantly in standard grades. Each brand's offerings compete with
19 each other brand's comparable offerings.

20 108. Packaged Tuna is sold as "white meat", which consists of Albacore,
21 and "light meat", which is primarily Skipjack tuna. The market is dominated by a
22 few common sizes of packages: cans in 5oz and 12oz size, sold by all Defendants,
23 and pouches, sold by StarKist and Bumble Bee. The tuna in the cans or pouches
24 falls into a few grades (chunk, solid, flake). Accordingly, product offerings are
25 readily described by these brief categories – for example "5oz chunk light."

26 **INTERSTATE COMMERCE**

27 109. Defendants manufactured and/or sold Packaged Tuna in the United
28 States in a continuous and uninterrupted flow of interstate commerce, including

1 through and into this judicial district.

2 110. Defendants' business activities substantially affected interstate
3 commerce in the United States and caused antitrust injury throughout the United
4 States.

5 111. Defendants' business activities also affected the intrastate (or intra-
6 District, or intra-Territorial) commerce of every jurisdiction for which a claim is
7 asserted herein, as further specifically alleged in Claims for Relief Two through
8 Seventy-Eight herein where required. Packaged Tuna is a staple food. American
9 consumers, on average, currently purchase more than two pounds of this product
10 per capita annually, and thousands of consumers buy it each year in every single
11 state, District and territory.

12 112. Together, Defendants control approximately 80% of the United
13 States Packaged Tuna market. StarKist controls approximately 40-44% of the
14 market, Bumble Bee approximately 24-25% and Tri-Union approximately 15-17%.

15 **PARENT ENTITY LIABILITY**

16 **COSI And TUG Act As A Single Entity**

17 113. TUG, through its wholly-owned subsidiary Tri-Union, produces and
18 sells Packaged Tuna throughout the United States (including this District), its
19 territories and the District of Columbia. In recent years, 40% or more of its sales
20 have originated in the United States, which is its largest market.

21 114. TUG purposefully directs its activities to the United States by
22 exporting Packaged Tuna, including canned tuna, from Thailand to this country.
23 TUG further purposefully directs its activities to the United States through its
24 method of conducting business. It currently has three strategic business units, one
25 of which is the "Ambient Seafood" unit, which includes its global canned tuna
26 business; Tri-Union is part of that business unit and is viewed by TUG as part of
27 its footprint in the United States. Indeed, TUG has its own fishing fleet and is thus
28 vertically integrated with Tri-Union. TUG also purposefully directs its activities

1 into the United States by operating Thai Union North America, Inc. (“TUNAI”) (a
2 company formerly known as Thai Union International, Inc.), that was founded in
3 1996. TUNAI is a wholly-owned instrumentality of TUG and has its address at
4 9330 Scranton Road, Sorrento South Corporate Center, Suite 500, San Diego CA
5 92121 (the same address as Tri-Union). TUNAI’s President is Thiraphong Chansiri
6 (President and CEO of TUG). The Chansiri family is the largest single shareholder
7 in TUG, owning 20.4% of its stock.²

8 115. TUG directly participated in the conspiracy alleged herein and used its
9 dominance and control over Tri-Union’s Packaged Tuna business to conspire with
10 the other Defendants and their co-conspirators. Among the members of the Board
11 of Directors of Tri-Union are Kraisorn Chansiri (Chairman of TUG), Cheng
12 Niruttinanon (Executive Chairman of TUG),³ and the aforementioned Thiraphong
13 Chansiri. Chan Tin King, a former Director of Tri-Union, now serves as Executive
14 Director and Chief Financial Officer (“CFO”) of TUG. Shue Wing Chan (“Chan”),
15 the President and CEO of Tri-Union since 2007, is a member of the Chansiri
16 family, and is a member of TUG’s self-styled “Global Leadership Team.” Prior to
17 joining Tri-Union, he served as the CFO of TUG.⁴ [REDACTED]

18 [REDACTED]

19 _____

20 ² TUG sponsors the issuance of American Depository receipts traded on NASDAQ
21 that allow United States investors to trade its equities in the domestic securities
22 market. In that connection, it regularly files reports with the United States
23 Securities & Exchange Commission.

24 ³ The Niruttinanon family is the third largest shareholder in TUG, owning 7.0% of
25 its stock.

26 ⁴ [REDACTED]

27 [REDACTED]

28 [REDACTED]

1 [REDACTED]. His dual role and his membership in the
2 founding family made his participation inextricable from TUG.

3 116. TUG exercises control and dominance over Tri-Union through these
4 individuals. And, according to his own LinkedIn webpage, David Roszmann
5 (“Roszmann”), the former Chief Operating Officer (“COO”) of Tri-Union, who
6 joined the company in March of 2013, served as the “only direct report to CEO
7 [Chan] (relative of majority owning family of this foreign public company [TUG])
8 with all functions direct-reporting to COO including sales, marketing,
9 procurement, supply chain, operations, finance, HR, legal and IT.” Roszmann left
10 Tri-Union in December of 2015, soon after Tri-Union’s attempt to acquire Bumble
11 Bee was assailed by the DOJ, as further described below.

12 117. TUG publicly acknowledges its dominance over Tri-Union. The
13 following pertinent excerpt of an organizational chart that appears on TUG’s
14 website demonstrates that TUG views Tri-Union as part of its overall “Global
15 Tuna Business” and “US Ambient Operations” that are controlled directly by
16 TUG’s Board of Directors and executives:

17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



118. TUG and Tri-Union Seafoods LLC d/b/a Chicken of the Sea International (“Tri-Union” or “COSI”) acted as a single business enterprise and TUG’s control and dominance over COSI and the integration of their collective human and capital resources and operations were intended to and did achieve a common business purpose. Ultimately, COSI is but a mere shell and conduit for the affairs of TUG, which stripped it of assets. For the reasons that follow, it would be an unjust and inequitable result to permit TUG to escape liability for the conduct alleged herein.

119. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

120. COSI and TUG also engaged in joint marketing and branding of COSI.

[REDACTED]

121. [REDACTED]

122. In further recognition of the fact that TUG and COSI were at all relevant times a single business enterprise,

[REDACTED]

123. Further COSI, which has its corporate headquarters in San Diego, California,

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

[REDACTED]

125.

16
17
18
19
20
21
22
23
24
25
26
27
28

126. Thus, TUG and Tri-Union operated as a single business enterprise and Tri-Union is the *alter ego* and agent of TUG. Moreover, TUG directly participated in the conspiracy described herein through personnel who had duties at TUG, such as Chan and Wipada Termlertmanuswong, both of whom were stationed in San Diego. In addition, TUG, by its own acknowledgement, profited from the conspiracy.

127. TUG withdrew the substantial profits from the conspiracy, from COSI. [REDACTED]

128. As a result of COSI's transfers to TUG, TUG left COSI unable to satisfy a substantial judgment. For example, COSI's stated equity as of December 31, 2012 was just \$62 million. Approximately \$22 million of the equity was COSI's plant facilities and equipment. In addition, in 2012 COSI had over \$63

1 million in “related party” payables. Given the breadth and scope of the alleged
2 conspiracy, an award of damages even before statutory trebling cannot reasonably
3 be met by COSI alone. Because TUG reaped the rewards and COSI alone cannot
4 make the victims whole, it would be inequitable to exclude the single business
5 enterprise composed of TUG and COSI from joint and several liability.

6 **Dongwon And StarKist Act As A Single Entity**

7 129. Dongwon itself has repeatedly availed itself of the jurisdiction of
8 United States federal courts.⁵

9
10 ⁵ *Dongwon Indus. Co., Ltd. v. Yoshida*, No. 90-cv-00282 (D. Alaska); *Yu Sheng*
11 *Fishery Co. v. Dongwon Indus. Co., Ltd.*, No. 91-00018, 1991 WL 126138, at *1
12 (D. Guam May 20, 1991) (denial of motion by Dongwon for *vacatur* of writ of
13 maritime attachment, dismissal of *in rem* claims and release of security; court
14 noted that “[t]here is no dispute of the fact that Dongwon has sufficient minimum
15 contacts with Guam to subject it to general *in personam* jurisdiction and suit in this
16 district”.); *Matter of Yu Sheng Fishery Co., Ltd.*, 1993 A.M.C. 116 (D. Guam July
17 12, 1991); *Dongwon Indus. Co., Ltd. v. Ships Gear & Transit, Inc.*, No. 93-cv-
18 01691 (S.D. Cal.) (suit alleging contract and tort claims against seller of a purse
19 seine skiff); *Perez v. Dongwon Indus. Co.*, No. 1:02-cv-00025 (D. Guam Aug. 9,
20 2002) (admiralty suit against Dongwon that was settled); *United States ex rel.*
21 *Moore & Co., P.A. v. Majestic Blue Fisheries, LLC*, 69 F.Supp. 3d 416 (D. Del.
22 2014), *rev’d*, 812 F.3d 294 (3d Cir. 2016) (“*Moore*”) (proceedings involving
23 defendants’ (including Dongwon) motion to dismiss claims under the False Claims
24 Act relating to the sinking a United States-flagged vessel operated by Dongwon);
25 *Hill v. Majestic Blue Fisheries, LLC*, Civ. No. 11-00034, 2013 WL 1499155 (D.
26 Guam April 12, 2013) (“*Hill*”) (denying Dongwon’s motion to dismiss for failure
27 to state a claim) and 2015 WL 3961421 (D. Guam June 30, 2015) (involving
28 various motions dealing with pretrial settlement by Dongwon); *Yang v. Majestic*
Blue Fisheries, LLC, Civ. No. 13-00015, 2015 WL 5001190 (D. Guam Jan. 14,
2015), *adopted in part and rejected in part*, 2015 WL 5003606 (D. Guam Aug. 24,
2015), *recon. denied*, 2016 WL 1411335 (D. Guam April 11, 2016) (all dealing
with Dongwon’s participation in a scheme with relatives of corporate insiders to
acquire two United States flagged vessels). The *Hill*, *Yang* and *Moore* cases are of
significance here. The underlying facts are laid out in *Majestic Blue*, 2014 WL
3728556, at *10-35 and the *qui tam* complaint filed in the *Moore* case in
(continued...)

1 130. According to StarKist Company’s website:

2 Founded in 1969, Dongwon Group began as a
3 fisheries business and branched out into various sectors
4 including a strong food & beverage manufacturing arm,
5 Dongwon F&B. Dongwon F&B now owns 75% of the
6 canned tuna market share in Korea. Dongwon Industries
7 is one of the world’s largest tuna catching companies
8 with a fleet of 36 boats. Dongwon’s world class fish
9 procurement and processing capacity builds on

10
11 _____
12 (...continued)

13 November of 2012. Dongwon owned the F/V *Majestic Blue*, a tuna fishing vessel.
14 Jae-woong Kim, the brother of Dongwon Chairman Jae-chul Kim, was the General
15 Manager of Dongwon’s office in Guam and had two daughters who were
16 American citizens born on Guam. In 2008, those women became the figureheads
17 for Majestic Blue Fisheries LLC (“MBFLLC”), a United States limited liability
18 company. The F/V *Majestic Blue* was sold to that entity for \$10. MBFLLC
19 thereupon entered into maintenance and ship manning contracts with Dongwon
20 whereby the latter essentially ran the vessel, which, because it was owned by
21 American citizens, could fly the American flag. A series of American captains was
22 hired to lead the vessel, but they were figureheads; largely Korean personnel
23 selected by Dongwon really held the reins of control. The crew on the vessel
24 engaged in repeated violations of, *inter alia*, MARPOL (the International
25 Convention on the Prevention of Pollution from Ships) and certain laws relating to
26 fishing practices. In June of 2010, the vessel sank after a series of poor repairs by
27 Dongwon. MBFLLC sued for a limitation of its liability. Chief Engineer Chang
28 Cheol Yang and Captain David Hill both died in the incident and their next of kin
 sued both MBFLLC and Dongwon. Dismissal of the *Moore* case was recently
 reversed, and the findings of fact made by the Magistrate Judge in *Majestic Blue*
 are being appealed to the Ninth Circuit. Adam Baske, a tuna expert formerly with
 the Pew Charitable Trusts, has, in an article on the F/V *Majestic Blue*, called
 Dongwon “one of the international bad boys in terms of illegal fishing activity.”
 <https://medium.com/matter/mutiny-on-the-majestic-blue-80e3d2fbb345#.4wrwj94gy>.

1 StarKist's national brand recognition and distribution
2 networks in the United States to bring world-class
3 seafood to consumers worldwide.

4 131. Dongwon's own website has this to say about its control over StarKist
5 Company:

6 StarKist is the world's best tuna brand with 65
7 years of history, and holds the No.1 position in the US
8 tuna market. Like Dongwon Group in Korea, *StarKist is*
9 *an iconic tuna brand in the United States, and has*
10 *been controlled by Dongwon Group since 2008,*
11 *accompanying Dongwon Group on its journey to*
12 *globalization. Dongwon Group, which has already*
13 *become the dominant player in Korea's tuna market, has*
14 *focused on the steady growth of the world's tuna market*
15 *and determined that tuna can be one of core resources*
16 *that will lead future industries. Through the acquisition*
17 *of StarKist, Dongwon Group has secured an*
18 *opportunity to take off as the world's biggest tuna*
19 *company, and will become de facto a globalized*
20 *enterprise.* (Emphases added).

21 132. For the reasons that follow, it would be an unjust and inequitable
22 result to permit Dongwon to escape liability for the conduct alleged herein.

23 133. Before describing the interrelationship between StarKist Company
24 and Dongwon Industries, it is first necessary to explain briefly the concept of the
25 Korean *chaebol*, which is a recognized concept in the academic business literature
26 focused on South Korean companies. *See, e.g.,* the general discussions in David
27 Hundt, *Korea's Developmental Alliance: State, Capital and the Politics of Rapid*

28

1 *Development* (2009); R. M. Steers, K.S. Yoo, & G. Ungson, *The Chaebol: Korea's*
2 *New Industrial Might* (1989).

3 134. The term “*chaebol*” is made up of the words “*chae*” (wealth or
4 property and “*bol*” (clan or group). Chaebols are closely-knit business groups in
5 South Korea under the control of a single family or extended family, with key
6 flagship firms which are used as the instruments of control of other firms within
7 the group . They have four key features: (1) the governance structure of the group
8 involves family or extended family control; (2) the formal organizational structure
9 of the group involves a group headquarters, located in an actual or *de facto* holding
10 company, sometimes known as a “flagship” company, which controls a network of
11 subsidiaries, which fall under the control of the family, the group as a whole, and
12 of flagship firms within the group; (3) the business structure of the firm
13 encompasses a number of discrete products and services, some of which are wholly
14 unrelated and others that are effectively vertically integrated; and (4) these groups
15 are characterized by strong internal cultures of hierarchy, familism and loyalty,
16 with family members of the founder or his cohorts also occupying key managerial
17 positions within the group.

18 135. The Dongwon family of companies fits this definition. The company
19 started in 1969 and is dominated by Chairman Jae-chul Kim (“J.C. Kim”) and
20 members of his family or extended family, as described in more detail below. The
21 group headquarters is in Seoul, South Korea, where its holding company,
22 Dongwon Enterprises, is located. Through its subsidiaries, it operates in a number
23 of business sectors including, *inter alia*, marine products, other food products, feed
24 products and pet food, packing materials, and aluminum foil products. As
25 explained below, the Dongwon family of companies has an internal culture of
26 hierarchy, familism and loyalty. Defendants Dongwon Industries and StarKist
27 Company exhibit that culture with members of J.C. Kim’s family being put in key
28 positions in both companies and executives at Dongwon Enterprises, Dongwin

1 Industries and various other Dongwon subsidiaries being routinely seconded to
2 StarKist Company to fill managerial roles. Dongwon Industries, run by J.C. Kim,
3 is the parent entity for StarKist Company. [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 136. Dongwon purposefully directs its activities in the United States
10 through its controlled and wholly-owned subsidiary StarKist Company, through
11 which it produces and sells Packaged Tuna throughout the United States (including
12 in this District), its territories and the District of Columbia. Indeed, Dongwon has
13 its own fishing fleet and is vertically integrated with StarKist. Dongwon also
14 purposefully directs its activities to the United States by exporting Packaged Tuna
15 to this country. Dongwon directly participated in the conspiracy alleged herein, as
16 described herein, as well as using its control over StarKist’s Packaged Tuna
17 business to conspire with the other Defendants and their co-conspirators.

18 137. Dongwon dominates StarKist, and has done so since June 6, 2008
19 when it contracted to purchase StarKist from Del Monte (a sale completed in
20 October 2008). The current President and CEO of StarKist is Andrew Choe
21 (“Choe”), who took that position in September of 2014. Choe joined Dongwon in
22 2010. He first took a title at StarKist in 2012, but formalities notwithstanding, he
23 was closely involved in the management of StarKist. For example, [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 139. Choe maintained a Dongwon employee status with a Dongwon title
8 and a Dongwon email address until March 26, 2012. StarKist’s own website,
9 however, describes the reality: that Choe (StarKist’s current CEO and President)
10 joined StarKist in 2010. This is for practical purposes true, and it demonstrates the
11 absence of meaningful distinction between StarKist and Dongwon management
12 after Dongwon’s purchase of StarKist.

13 140. Nam-Jung Kim (son of Dongwon Chairman Jae-chul Kim), who
14 served as the COO of StarKist from 2012 until October of 2014, was Vice-
15 President of Dongwon F&B and of Dongwon Enterprise Co. He now serves as a
16 Director of both StarKist and Dongwon.⁶ [REDACTED]

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 _____
23 ⁶ According to one article, “Kim Nam-Jung is the younger son of Dongwon
24 chairman Kim Jae-Chul, who founded the business in 1969 to fish for tuna and
25 established his first overseas base in the Republic of Ghana in 1973.... In
26 preparation for succession, the founder has been transferring ownership of the
27 private family holding company, Dongwon Enterprise Co., which owns stakes in
28 various listed affiliates, to Nam-Jung. Jae-Chul holds a 24.5% stake and Nam-
Jung, 68%.

[REDACTED]

[REDACTED]

141. Similarly, Hyung-Joo Kim, Chief Financial Officer (“CFO”) of Dongwon F&B, became the CFO of the StarKist in 2012. Likewise, In-gu Park, the Chairman of the Board of StarKist, who also served as its Acting President from November of 2010 to March of 2011, serves as CEO of Dongwon Precision Machinery Company. Nam-Jung Kim, Hyung-Joo Kim, and In-gu Park all served as officers of StarKist during the period of the conspiratorial activities described herein, would have known of those activities, and would have relayed that information to executives at Dongwon, as reflected in Dongwon’s own statements described below.

142. After the acquisition, American executives at StarKist began to leave—voluntarily and involuntarily. [REDACTED]

[REDACTED]

143. [REDACTED]

⁷ Dongwon is no stranger to antitrust violations in the food industry. In June of 2011, one of its subsidiaries, Dongwon Dairy Foods, was fined 1.31 billion Korean won by the Korean Fair Trade Commission (“KFTC”) for conspiring with three other firms to rig prices in the South Korean cheese market. According to the KFTC, employees of the Dongwon subsidiary were found to have participated in “a covert organization established for the purpose of such price-fixing”; they had multiple meetings with competitors in 2007-08, in which they agreed to raise cheese prices by 15-20%. <http://www.koreaherald.com/view.php?ud=20110626000297>.

1
2
3
4
5
6
7
8
9
10

[REDACTED]

11 144. From July 2008 when Dongwon took the reins of StarKist, to October
12 of 2014, StarKist had a total of five CEOs: Donald Binotto (“Binotto”), Ingu Park,
13 In-Soo Cho, interim CEO Sam Hwi Lee, and current CEO Choe.

14 145. As set forth herein, Dongwon participated in the conduct as alleged; in
15 addition to its complete control and domination of StarKist, its disregard of
16 corporate forms [REDACTED]
17 [REDACTED], and its descriptions of Dongwon
18 personnel as working for Starkist, which was true in fact even when not
19 acknowledged in titles, demonstrates that StarKist is the agent, instrumentality and
20 *alter ego* of Dongwon.

21 **Del Monte And StarKist Acted As Single Entities**

22 146. In its 2008 Form 10-K filed with the Securities and Exchange
23 Commission (“SEC”) and in preceding Form 10-Ks, Del Monte referred to the
24 “StarKist Seafood operating segment,” which indicates that StarKist did not
25 function as an autonomous entity during the period of its ownership by Del Monte.

26 147. Del Monte owned StarKist until October 2008, and remained involved
27 in the operations by contract until September 2010. As set forth below, Del Monte
28 participated directly in various acts in furtherance of the continuing conspiracy

1 alleged herein. Certain individuals acting on behalf of Starkist that are mentioned
2 herein came to StarKist from Del Monte. Examples are Melissa Murphy
3 (“Murphy”), StarKist’s Senior Vice-President of Corporate Affairs and Human
4 Resources, who served as Del Monte’s Vice-President of Corporate
5 Communications from 2003 to 2008; Steve Hodge (“Hodge”), a former Senior
6 Vice-President of Sales for StarKist from May of 2010 to December of 2013 who
7 was employed by Del Monte as a Director of Field Sales for StarKist from 2008-
8 10; and Joe Tuza (“Tuza”), who served as the Vice-President of Marketing for Del
9 Monte before joining StarKist.

10 148. [REDACTED]

14 149. [REDACTED]

18 150. Defendants and their co-conspirators directly and through their
19 affiliates sold Packaged Tuna in the United States and in this district at artificially
20 inflated prices during the Class Period. Defendants are direct, horizontal
21 competitors in the United States Packaged Tuna market.

22 **ADDITIONAL FACTUAL ALLEGATIONS**

23 **A. Overview of the Packaged Tuna Industry.**

24 151. Packaged Tuna starts as raw fish that is processed, cooked and canned
25 for flavor, safety, and to increase shelf life. Because the tuna are generally caught
26 far out at sea, raw tuna is usually delivered to canneries or processing facilities in a
27 frozen or refrigerated state. Upon delivery to a processing plant, an initial quality
28 control inspection is performed.

1 152. Tuna of acceptable quality is transferred to large ovens for
2 “precooking.” Following pre-cooking and cleaning, tuna is transmitted into a
3 filling machine which processes the tuna into cans or pouches in pre-set amounts.
4 The containers are then closed and sealed in sealing machines.

5 153. Each package has a code that identifies the plant, product, date, batch,
6 and other identifying information. Filled and sealed packages are then cooked
7 under pressure to make the products commercially sterile and so that they will have
8 a long shelf life.

9 154. Packaged Tuna is largely sold, in the original packaging, directly to
10 wholesale distributors, who, in turn, re-sell, also in their original packaging, to
11 grocery stores, restaurants, school districts and other outlets. Additionally,
12 Packaged Tuna is sold both directly and indirectly, in their original packaging, to
13 club warehouses, retail groceries, grocery cooperatives, mass merchandisers, and
14 drug stores, among others, who resell Packaged Tuna to end-user consumers in
15 their original packaging.

16 155. Defendants all currently sell or during the class period sold Packaged
17 Tuna in the United States.

18 156. Defendants collectively dominate the United States’ highly-
19 concentrated Packaged Tuna industry and have done so for decades. StarKist,
20 Bumble Bee, and COSI for about 80% of the tuna market, and the remaining share
21 is divided among private label brands, typically associated with and distributed by
22 a single retailer.

23 157. Beginning in or about 2000, national demand for Packaged Tuna,
24 began to decline for numerous reasons. Between 2000 and 2014, the average per
25 person annual tuna consumption decreased by more than 31% from approximately
26 3.5 pounds per person per year to 2.4 pounds per person per year

27 158. In a competitive environment, a decline in demand for a given
28 commodity product should (other factors being equal) lead to a decline in that

1 product's price. However, as Defendants control the market and have agreed to
2 restrict capacity, allocate customers, and fix prices for Packaged Tuna, the prices
3 were set at artificially high levels beginning not later than July 21, 2008. Further,
4 while the raw material is the largest cost input, the price of canned tuna since 2007
5 has outpaced the price of the major component fish, namely skipjack tuna, and
6 significant oversupply and falling raw material prices during periods since the
7 conspiracy began have not resulted in price reductions as would be expected in a
8 competitive industry. Growth of prices that outstrips rises in raw product costs
9 and/or persists when material costs fall, and in markets where demand is softening,
10 suggests suspension of ordinary market functions.

11 159. Prices for Packaged Tuna since at least July 1, 2004, were a direct
12 result of Defendants' conspiracy to diminish can size and collusively set and raise
13 prices, to police discounts and refrain from offering products labeled to indicate
14 sustainability features. As a result, Plaintiffs and the Classes paid artificially-
15 inflated prices for Packaged Tuna purchased indirectly from Defendants.

16 **B. Defendants Engaged in an Anticompetitive Conspiracy**

17 160. At least as early as July 1, 2004 Defendants COSI, Bumble Bee and
18 StarKist participated in an anticompetitive horizontal cartel, perpetuated through
19 organizations the Defendants themselves created, and which conspiracy included
20 communications in person and by telephone and email, and in in-person meetings
21 at senior levels of the Defendant brands, and sharing sensitive business information
22 directly and through intermediaries. Defendants (1) coordinated a reduction in
23 tuna can sizes; (2) coordinated increases to list and net prices of Packaged Tuna;
24 (3) shared information about and policed discounting on Packaged Tuna; and (4)
25 collectively agreed to forbear from introducing products under brand names that
26 were labeled FAD Free, indicating forbearance from a fishing method that has
27 been criticized for its impact on the sustainability of global fisheries. The
28 Defendants' horizontal collusion was intended to, and did, fix, raise, stabilize,

1 and/or maintain the prices of Packaged Tuna sold to customers in the United
2 States.

3 161. The Defendants among others, in their present or past parent corporate
4 forms, were founding members of the U.S. Tuna Foundation, which became The
5 Tuna Council. In 2007, the Tuna Council merged with the National Fisheries
6 Institute (“NFI”). The NFI was founded at least as early as 1945, and serves as the
7 seafood industry’s primary trade group and lobby.

8 162. The NFI includes several subgroups, including the Tuna Council,
9 which consists of the Defendant brands. Additionally, in 2007 NFI members
10 created the Better Seafood Board (“BSB”), an organization which, while
11 “governed separately from NFI,” “provides the mechanism for [the] industry’s
12 partners in the supply chain. . .to report suppliers committing economic fraud.”⁸
13 BSB’s code of conduct includes requirements of “never mislabeling a fish” or
14 “short-weighting product”.⁹ During the Class Period NFI and the BSB have served
15 as loci for collusive communication between Defendants and as a source of
16 anticompetitive agreement.

17 163. NFI had frequent meetings during the Relevant Period, including
18 meetings during the times that the collusive agreement on FAD-free tuna was
19 discussed. In fact, [REDACTED]

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 164. Defendants formed another organization, the International Sustainable

25 _____
26 ⁸ See <http://www.aboutseafood.com/about/better-seafood-board-3/>, last
27 accessed May 6, 2016.
28

1 Seafood Foundation (“ISSF”), in 2009. The ISSF and/or its affiliated trade group
2 ISSA also serve as an additional forum for in-person and telephonic meetings
3 between the Defendants, who are direct horizontal competitors.

4 **C. Defendants’ Collusive Price Increases During 2004-2006**

5 165. From 2001 and 2003, canned tuna prices declined, as did profit
6 margins. [REDACTED]

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 166. Accordingly, [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 167. During [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED] These
3 communications offered the three CEOs an opportunity to discuss increasing prices
4 of Packaged Tuna in the United States.

5 168. As a result of the discussions among the COSI, Bumble Bee and Del
6 Monte/StarKist executives and employees [REDACTED]
7 Defendants made, a conscious commitment to an unlawful common scheme to
8 increase prices of Packaged Tuna in the U.S. by coordinating price increases,
9 secretly and collusively exchanging advanced pricing intentions and pricing
10 announcements and explanations, and policing discounting.

11 169. [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 170. The following day, on June 1, 2004, in accordance with their unlawful
23 agreement, Del Monte announced a price increase of 10% on StarKist's Packaged
24 Tuna [REDACTED].

25 171. To confirm its conformance with the price increase and so the other
26 brands could conform their pricing accordingly, [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

172.

173.

26 174. On June 11, 2004, COSI put out a net price increase on multiple
27 Packaged Tuna on June 11, 2004, effective in July 2004. Within days thereafter,
28 Bumble Bee increased Packaged Tuna prices as well, also effective in July 2004.

1 All three brands immediately followed the net increase with a list price increase in
2 late August or early September of 2004. By September 2, 2004, Bumble Bee,
3 StarKist, and Chicken of the Sea had announced new, higher, collusive list prices
4 on their chunk light products, \$2.00 per case higher than previous pricing. [REDACTED]

5 [REDACTED]
6 [REDACTED]. These price increases
7 together established uniform pricing on both light meat and white meat tuna, [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 175. [REDACTED]
11 [REDACTED]

12 By July 2004, COSI, Bumble Bee and Del Monte/StarKist had executed the first
13 collusive price increase. In September, they executed the second.

14 176. Between August 20, 2004 and August 30, 2004, Bumble Bee,
15 StarKist, and COSI collusively raised prices on light meat tuna by an additional
16 \$2.00 per case.

17 177. Defendants' 2004 collusive price increases were intended to and did
18 increase U.S. Packaged Tuna prices, and these prices remained at supracompetitive
19 levels throughout the Class Period.

20 178. In or about January 2006, Defendants decided to execute another
21 round of collusive price increases when rising albacore costs threatened to erode
22 their supracompetitive profit margins. StarKist moved first, notifying the trade
23 (that is, brokers and purchasers) on or about January 30, 2006 that it would
24 increase prices on white meat (albacore) tuna products by about 6% effective May
25 1, 2006. However, StarKist needed Bumble Bee and COSI to go along with the
26 price increase for it to hold.

27 179. [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 180. [REDACTED]
5 [REDACTED]
6 181. [REDACTED]
7 [REDACTED]
8 182. [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED] [REDACTED] [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 183. [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED] [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 _____
25 10 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 184. [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 185. [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 186. [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 187. Consequently, on March 6, 2006, COSI announced a price increase of
22 approximately 6% on white meat tuna products, which followed the prices
23 announced by StarKist. For example, COSI raised prices on cases of solid white
24 tuna in water to \$58.08 and on 24-packs of solid white tuna in oil to \$29.04, which
25 exactly matched the prices announced by StarKist.

26 11 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 188. Thereafter, Bumble Bee announced a price increase on white meat
2 tuna products that matched the conspiratorial prices. Bumble Bee made its
3 announcement on April 17, 2006. Both the Bumble Bee and the COSI price
4 increases went into effect in the first week of July 2006.

5 189. As a result of the conspiracy, six ounce chunk light tuna (one of the
6 most popular Packaged Tuna products, which had gone as low as \$0.54 per can in
7 the beginning of 2004, rose to \$0.58 by late 2004 and \$0.62 by August 2005. The
8 2004 and 2006 increases set a template for exchange on non-public information
9 and collusive, coordinated increases.

10 **D. Defendants' Collusive Package Size Reduction and Price**
11 **Increases in 2007-2008**

12 190. The conspiracy among Defendants and co-conspirators continued in
13 2007 and 2008.

14 191. [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 ***Collusive Alignment of Can Sizes in 2008***

25 192. Between roughly 2000 and 2007, leading tuna companies, including
26 Defendants, followed each other in a series of gradual moves to change the size of
27 the standard tuna can, first from seven ounces to six and a half ounces, then to six
28 and one-eighth ounces, and then to six ounces. These changes occurred gradually

1 over at least an eight-year period.

2 193. In 2007, StarKist and its can maker, Impress, decided to abruptly
3 change the size of its standard six-ounce tuna can to five ounces, marking a major
4 departure from the gradual changes of the previous decade.

5 194. Rather than keep this competitive information to itself, [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 [REDACTED]
17 195. Further, the downsizing necessarily involved a price change, and
18 therefore virtually required cooperation on pricing to be adopted by all three
19 competitors. A size reduction with a proportional cost reduction would present
20 consumers a lower out-of-pocket price for a smaller package at the same net price,
21 likely effectively operating as a discount and undercutting the competitors for
22 market share. If the three brands made the same size adjustment without also
23 making the same pricing decision (an effective increase), [REDACTED]
24 [REDACTED]

25 196. Months later, in August of 2008 when the move had been
26 implemented, StarKist stated that it did this primarily for environmental reasons,
27 including the purpose of “sav[ing] two million gallons of water a year, while only
28

1 taking out two teaspoons of tuna from each can”¹² This was not actually StarKist’s
2 motive. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 197. [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 198. [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 199. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 200. Thai Union participated directly in, and approved of, the collusive

26 _____
27 ¹² See [http://www.mouseprint.org/2008/08/11/holy-mackerel-starkist-](http://www.mouseprint.org/2008/08/11/holy-mackerel-starkist-downsizes-tuna/)
28 [downsizes-tuna/](http://www.mouseprint.org/2008/08/11/holy-mackerel-starkist-downsizes-tuna/), last accessed May 13, 2016.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

decision to resize cans. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
201. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
202. [REDACTED]
[REDACTED]
[REDACTED]
203. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
204. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1 205. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 206. [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 207. [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 208. [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 209. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 210. [REDACTED]
7 [REDACTED]
8 211. [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 212. [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 213. [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 214. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

215. The new five ounce can was implemented in or about July 21, 2008, and StarKist made public statements about the new can size in August 2008. The pricing for all three brands reflected a 20% increase in the per-ounce price.

Collusive List Price Increase in 2008

216. After the can downsizing had been decided but before it had been fully implemented, [REDACTED]

[REDACTED]

217. [REDACTED]

218. [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 219. [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 220. [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 221. [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 222. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 223. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

[REDACTED]

224. StarKist announced its price increase on June 17, 2008, effective July 21, 2008. COSI and Bumble Bee announced their price increases between June 27, 2008, and June 30, 2008, both effective October 2008. [REDACTED]

[REDACTED]

[REDACTED]

225. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

E. Collusive Conduct 2010 And Later
Collusive Q3 2010 Net Price Increase

226. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

227. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 228. [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]

10 229. Defendants’ executives responsible for the May 2010 net price
 11 increases were well-acquainted with each other, because at least some had been
 12 employed by each other’s companies. For example, COSI’s, Clancy had been Vice
 13 President of Sales and Marketing at StarKist until 2002. Bumble Bee’s George
 14 was COSI’s Senior Vice President of Trade Marketing and Innovation at Chicken
 15 of the Sea from June 1979 until May 2006, when he became Vice President of
 16 Trade Marketing at Bumble Bee.

17 230. [REDACTED]
 18 [REDACTED]
 19 [REDACTED]

20 231. Net price increases were unusual in the industry. The net price is not
 21 the list price, but is a price provided to brokers, and not typically released directly
 22 to customers.

23 232. [REDACTED]
 24 [REDACTED]
 25 [REDACTED]
 26 [REDACTED]
 27 [REDACTED]

28 233. [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 234. [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 235. [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 236. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 237. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

238. [REDACTED]

[REDACTED]

239. [REDACTED]

[REDACTED]

240. [REDACTED]

[REDACTED]

241. [REDACTED]

[REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 242. [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 243. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 244. [REDACTED] each of the Defendants

15 announced net price increases on chunk lite tuna products in May 2010, with the

16 same effective date, August 1, 2010. Their price increases were essentially

17 identical on a per unit basis.

18 *Collusive Q2 and Q3 2011 Price Increase*

19 245. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 ¹³ [REDACTED]

27 [REDACTED]

28 [REDACTED]

1 246. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 247. [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 248. [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 249. [REDACTED]
21 [REDACTED]
22 250. [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 251. [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

Collusive Price Increase of 2012

252. In late 2011 and early 2012, Defendants began considering and discussing another coordinated list price increase for Q2 2012. [REDACTED]

[REDACTED]

253. As a result of their collective decision, the three brands each announced new price lists to their customers within just a few days of one another. StarKist announced its price increases on January 13, effective March 26, 2012. Bumble Bee announced its increases on 17, 2012, effective on April 1, 2012. COSI announced its increases on January 18, 2012, effective on April 1, 2012. The price increases were substantially identical for the cartel participants' corresponding products.

254. Defendants' contemporaneous announcements of list price increases

1 for Packaged Tuna occurred at a time when consumer demand continued to
2 weaken in the U.S., a practice lacking any legitimate independent business reasons
3 in an otherwise competitive market. In order to conceal their price agreement,
4 Defendants gave pretextual justifications in their price announcement letters to
5 customers, pointing to the rising input costs for fish, packaging, and transportation.

6 255. The series of price increases planned, executed and collusively set a
7 benchmark which caused the prices to consumers to be artificially high long after
8 the last overt acts of conspiracy.

9 ***Collusive Monitoring of Promotions***

10 256. To preserve the prices that they had decided and implemented
11 together, the Defendants engaged in monitoring of discounts and promotions.

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 [REDACTED]

25 257. [REDACTED]

26 [REDACTED]

27 258. [REDACTED]

28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

Collusive Refusal to Offer FAD-Free Products

259. During 2011 the industry experienced increasing pressure to provide consumers the option to purchase more sustainably fished product in their product lines. A particular focus was the use of FADs in conjunction with the purse-seine method of fishing. A FAD is a man-made device that floats on the ocean (typically using a buoy tethered to the ocean floor) used to attract schools of fish that orbit around the FAD.

260. Much of the world’s tuna is caught by purse-seine netting, in which a large net is deployed under an entire school of fish and hoisted upwards. This technique is distinct from methods involving towed nets, or pole-and-line fishing, where fish are hooked. The most cost-effective method of catching skipjack tuna is to use a FAD to draw schools of tuna into a small area, and a purse-seine net to capture them. The practice has drawn criticism on environmental sustainability grounds.

261. In the latter half of 2011, partially in response to efforts by environmental sustainability advocates, the Defendants began receiving inquiries about providing light tuna (largely skipjack) caught without the use of a FAD. Rather than respond to these inquiries as an opportunity for competitive differentiation, the Defendants decided to formulate a coordinated response.

[REDACTED]

1 262. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 263. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 264. [REDACTED]

14 [REDACTED]

15 265. On February 10, 2012, Safeway announced its decision to eliminate

16 FAD-caught tuna in favor of tuna caught using “free-school purse-seine methods.”

17 [REDACTED]

18 [REDACTED]

19 266. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 267. [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

268.

269. Each brand had an individual interest in offering consumers FAD-Free tuna [REDACTED]

270. When Bumble Bee introduced an entirely separate label that was FAD-Free (under the name Wild Selections) on or about April 26, 2013, (more than a year after the agreement), [REDACTED]

271. The FAD-free agreement assisted Defendants in maintaining their price-fixing conspiracy, and in staving off inter-brand competition in offering FAD-free tuna to consumers as a more environmentally sustainable and desirable alternative.

Defendants Have Additional Opportunities to Collude

272. Defendants BumbleBee, StarKist, and COSI or their precedent

1 corporate parents all helped found NFI's Tuna Council and BSB, which became
2 loci of a conspiracy among these competitors not to compete, and to share
3 competitive information and coordinated business strategies. As explained on that
4 organization's website: "The National Fisheries Institute's Tuna Council represents
5 the largest processors and household names for canned and pouch tuna in the U.S.
6 including *Bumble Bee*®, *Chicken of the Sea*® and *StarKist*®. The Tuna Council
7 speaks for the tuna industry on numerous issues including food safety, labeling,
8 sustainability, nutrition education and product marketing." NFI and specifically
9 Tuna Council meetings were typically attended by the CEOs, and/or by other
10 members of the senior management team. They met or spoke at least quarterly,
11 providing a regular opportunity for the exchange of competitive information.

12 273. The industry provides other opportunities for the Defendants to
13 collude and exchange sensitive business information necessary to forming and
14 monitoring a cartel.

15 274. For example, all three Defendants participate in regional fisheries
16 management organizations. These include the Mid-Atlantic Fisheries Council; and
17 the Fishery Counsel of Canada. All three Defendants regularly send representatives
18 to major trade conferences including the Infofish World Tuna Trade Conference
19 and Exchange, an Asia-Pacific region conference sponsored each year by an
20 intergovernmental arm of the United Nations and drawing key players in the
21 industry. The conference is in its fourteenth year.

22 275. The ISSF was founded in 2009. The ISSF states that its mission is to
23 "to undertake science-based initiatives for the long-term conservation and
24 sustainable use of tuna stocks, reducing by and promoting ecosystem health."

25 276. The ISSF Board of Directors includes individuals associated with the
26 tuna industry, many of whom work or have worked for Defendants. For example,
27 the current President of the ISSF is Susan Jackson ("Jackson"). Prior to joining
28 ISSF, Jackson was the vice president for government/industry relations and

1 seafood sourcing for Defendant Del Monte Foods, former parent of StarKist. The
2 Board of Directors of the ISSF also currently includes John Connelly, who is the
3 President of the NFI.

4 277. The ISSA is a tuna industry trade association. Full membership in the
5 ISSA is limited to “processors,” “traders” and “marketers” in the tuna industry.

6 278. All three Brand Defendants are founding members of the ISSF. Each
7 of the three Brand Defendants has played, and/or continues to play an active role in
8 the ISSF and the ISSA. Chris Lischewski, President and CEO of Bumble Bee, In-
9 Soo Cho, former president and CEO of Starkist and Shue Wing Chan, of Thai
10 Union, parent of COSI, have served as ISSA Board Members.

11 279. The ISSF and the ISSA provided the three Brand Defendants
12 numerous and ongoing opportunities to interact at meetings, conferences, and to
13 participate in conference calls. ISSF bylaws provide for meetings of the ISSF
14 Board of Directors be held three times each year. [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 280. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 281. Defendants also collaborated on projects at trade and other not-for-
24 profit associations during the relevant period, such as the “Tuna the Wonderfish”
25 campaign of 2011-2012.

26 282. The “Tuna the Wonderfish” campaign was designed to combat
27 declining sales of Packaged Tuna from early 2011 to early 2012. It was
28 unsuccessful, but it gave Defendants ample opportunity to collude to raise and fix

1 Packaged Tuna prices. This campaign was bankrolled by the Defendants and
2 carried out under the auspices of the Tuna Council with the support of Thai
3 processors. In it, the Defendants teamed up for marketing purposes. [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 283. Defendants Bumble Bee and COSI also cooperate on seafood
9 processing and packaging through bilateral co-packing agreements. Bumble Bee
10 co-packs for the West Coast of the United States for COSI in Bumble Bee's Santa
11 Fe Springs, California plant while COSI does the same for the East Coast in Lyons,
12 Georgia. TUG approved this arrangement. Thus, even before the proposed
13 merger, described below, of these two companies, they were cooperating closely.
14 These interlocking relationships provided an excellent opportunity to collude on
15 pricing. Collaborating at their U.S. processing facilities allowed each of these two
16 Defendants an organic and in-house opportunity to monitor production, a key
17 component of information exchange necessary to sustaining a long-term cartel.

18 **F. The Packaged Tuna Market Is Conducive to Collusion**

19 284. The Packaged Tuna market is structured and characterized in such a
20 way as to be highly conducive to conspiracy.

21 285. Packaged Tuna is sold to wholesale and retail stores which in turn sell
22 to customers such as the Plaintiffs. A very small percentage of sales are made
23 directly to consumers. There are numerous barriers to entry into the Packaged Tuna
24 market. Start-up costs are very high. Dongwon and TUG each are to some degree
25 vertically integrated, Dongwon claiming at times to have the world's largest
26 fishing fleet. The cost of processing plants is high. Merely modernizing the
27 processing plant in American Samoa (owned by COSI at the start of the Class
28 Period, purchased and refitted by a nonparty and reopened in 2015) cost \$70

1 million. Access to manufacturing materials, distribution channels and raw
2 materials are all highly restricted. Defendants are able to raise prices without fear
3 of being undercut by new entrants into the market.

4 286. Additionally, StarKist, COSI and Bumble Bee, as brands, have all
5 existed for a very long time. StarKist was founded in 1917. COSI was founded in
6 1914 as the Van Camp Seafood Company, and was once a part of Ralston Purina.
7 Bumble Bee actually predates the First World War and was previously part of
8 Pillsbury and later ConAgra. StarKist, the most recent of the brand names to
9 appear on American store shelves, began using that name in 1942, though the
10 company itself predates even that. These three brands have had not decades but
11 generations to build brand identities and relationships. They are known by
12 virtually every American consumer. Any company seeking to start anew faces
13 difficulties in lack of background, industry ties, and brand awareness.

14 287. Even an industry player with decades of experience faces formidable
15 obstacles in establishing a consumer brand. Tri-Marine, a company that has sold
16 fish to each brand for decades, now cans the Kirkland Signature brand for Costco,
17 one of the more successful private labels. It now owns the packing plant in
18 American Samoa previously operated by COSI. However, even with this massive
19 investment and experience, Tri-Marine's entry has been limited to private label
20 production, where one of the largest retail outlets lends its muscle to bring the
21 product to market. Tri-Marine has a brand of its own, Ocean Naturals, but Ocean
22 Naturals has struggled to find shelf space and exists as a niche environmental
23 sustainability product with small areas of shelf space at Walmart, and is otherwise
24 dependent upon Amazon as a retail conduit.

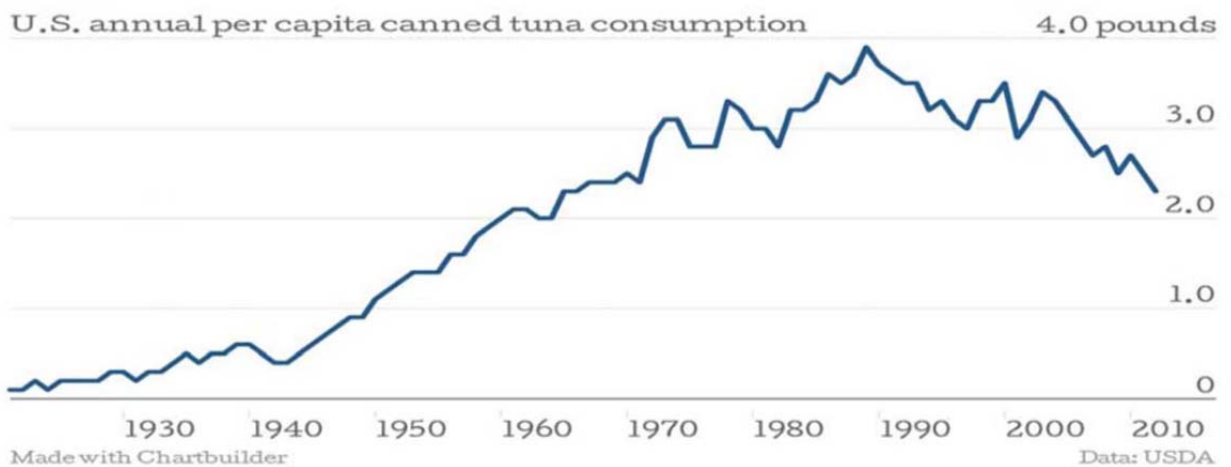
25 288. Purchasers routinely source their Packaged Tuna from one of the
26 Defendants. As a result, Defendants dominate the United States Packaged Tuna
27 market.

28 289. As stated above, Defendants control roughly 80% of the tuna market

1 share for the United States, so almost all wholesale or retail purchasers do business
 2 with Defendants. Defendants possess significant market power to raise prices for
 3 Packaged Tuna to supra-competitive price levels in the United States.

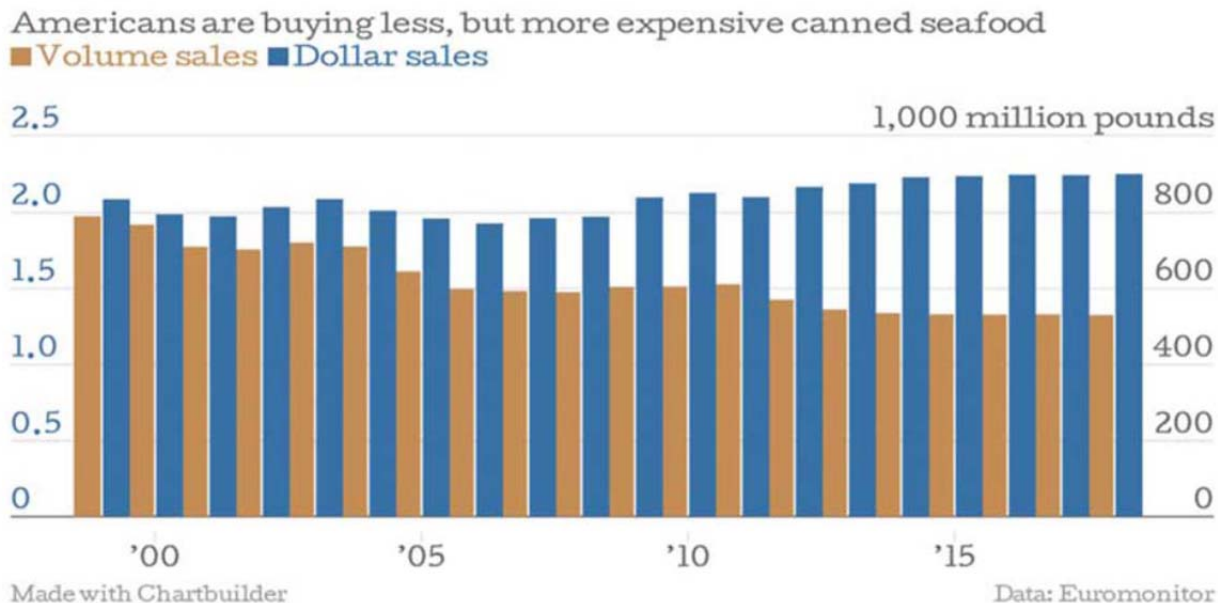
4 290. Packaged Tuna has a number of characteristics that combine to reduce
 5 customers' willingness to purchase substitute products in the face of rising
 6 prices. Packaged Tuna are convenient high protein, low fat, shelf-stable food that
 7 has a particular taste and historical usage. Because of these characteristics, there
 8 are no reasonable substitutes for Packaged Tuna. Therefore, control of the
 9 Relevant Markets by a theoretical a hypothetical monopolist would allow that
 10 monopolist to profitably increase the prices to supra-competitive or monopoly
 11 levels.

12 291. There are economic indications that support the conclusion that there
 13 was collusive pricing within the domestic Packaged Tuna industry. As noted
 14 above, consumption of Packaged Tuna, has declined over the past ten years in the
 15 United States. The annual consumption per person of canned tuna was 3.1 lbs. in
 16 2005, but fell to 2.3 lbs. in 2013. An article in the Washington Post graphically
 17 represented this decline by measuring United States annual per capita consumption
 18 from 1930 to 2010:



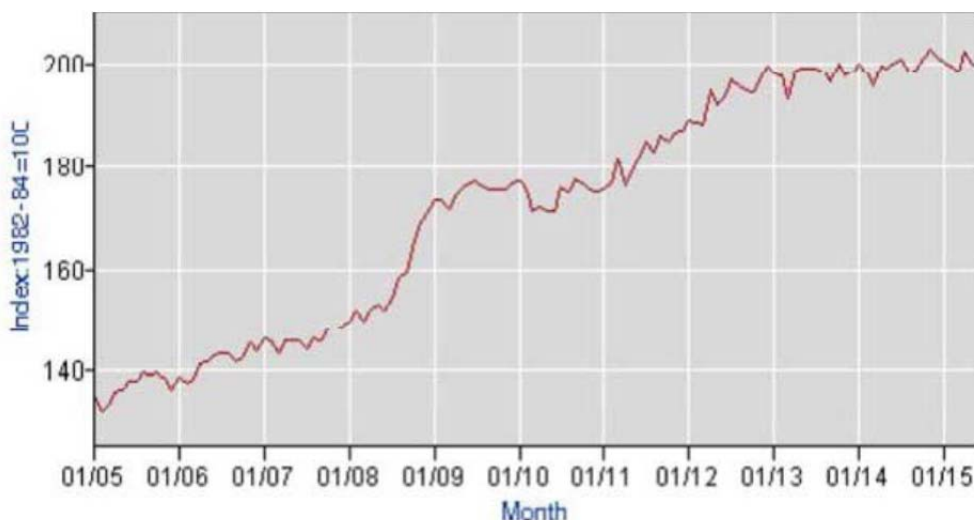
27 292. But while Americans are buying less Packaged Tuna, they are paying
 28

1 more for what they do buy. The same article presented this graph, illustrating the
 2 increased prices paid for lower quantities of canned seafood (expanding the
 3 analysis beyond tuna) by American purchasers:



15 293. Given this decline in consumption of Packaged Tuna and other
 16 packaged seafood products, one would expect rational businesses to reduce the
 17 prices for packaged seafood products, but that did not happen. The following chart,
 18 taken from data available at the Bureau of Labor Statistics, depicts seasonally
 19 adjusted U.S. city average prices for shelf stable fish and seafood from January
 20 2005 through the first part of 2015, with the period 1982-84 used as a baseline.

21 294. As shown below, the average U.S. price for Packaged Tuna increased
 22 dramatically from 2008 to the early part of 2015 – and did so even though annual
 23 consumer demand for the products in the United States was falling.



295. Changes in overall tuna catch do not explain the price increase. Supply of tuna has expanded steadily worldwide since the early 1960s. The use of purse-seine netting, in which a net is extended under an entire school and hauled upwards, as described above, has increased the availability of skipjack tuna since the 1970s, so that Skipjack has come to represent more than 70% of the Defendants' tuna products on U.S. store shelves. The global tuna catch, which was less than a million metric tons per year in 1961, is now over 4.5 million tons annually. Catch per vessel has roughly doubled since the mid-1980s, and the global tuna fishing fleet is larger today than it was in the mid-1980s. No constriction in global tuna catch explains the rising prices charged by Defendants.

296. Nor do raw material costs adequately explain these price increases. While the cost per metric ton of skipjack tuna rose in 2012 and early 2013, it declined precipitously thereafter. According to the April 19, 2015 issue of Tuna Market Intelligence, "[a]s recently as June last year, skipjack was selling at US\$1,800 in Bangkok. But the price has since plummeted to US\$1,000 since the beginning of the year, with industry officials anticipating further reductions in price this year." Tuna exporters in Ecuador noted in January of 2015 that the price per metric ton had declined from \$1,400 to \$800. And the United Nations Food &

1 Agriculture Organization noted in its May 2015 “Food Outlook” biannual report
2 that tuna prices had dropped considerably in 2014: “tuna prices declined
3 significantly due to excess supply, with frozen skipjack prices hitting a 6-year
4 low.” Despite these drastically declining raw material costs, Defendants did not
5 decrease prices and try to obtain more market share.

6 297. In fact, while there have been periodic increases in fish cost, from
7 2000 to 2015, fish cost as a proportion of retail price of canned tuna has actually
8 decreased. In 2000, the price of tuna accounted for 37% of the retail price of the
9 canned product. By 2015, tuna price was only 31% of the canned tuna price.

10 298. TUG’s Frozen Products’ Annual Report discusses this situation. In its
11 2013 Annual Report, TUG Frozen Products stated that “our branded tuna business
12 showed resilient growth from 2012 thanks to the price adjustments in Europe and
13 more rational market competition in the US.” It stated in the same report that its
14 future profit margins would depend upon “[r]easonable US canned tuna
15 competition without unnecessary price.”

16 299. In 2014, TUG attributed its own US profits to reduced price
17 competition and competitors eschewing the quest for market share through
18 discounting. It would have been against the individual self-interest of each
19 Defendant to eschew increasing market share during this period by lowering
20 prices.

21 **G. The Department of Justice Investigates Defendants**

22 300. The San Francisco office of the Antitrust Division of the United States
23 Department of Justice (“DOJ”) is currently investigating anticompetitive practices
24 in the PSP industry. A grand jury has been convened, two individuals previously
25 employed by Bumble Bee have entered guilty pleas, and as of the day of the filing
26 of this Complaint, the investigation further resulted in the first corporate guilty
27 plea. It was publicly reported that Bumble Bee would plead guilty to conspiring to
28 restrain trade in connection with Packaged Tuna, and pay a fine. [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]

4 301. The criminal investigation first surfaced on July 23, 2015, when TUG
5 confirmed that “Tri-Union Seafoods LLC, operating in the United States under the
6 brand Chicken of the Sea ha[d] received a subpoena requiring the production of
7 relevant information to the DOJ” and that “Chicken of the Sea is cooperating fully
8 with the investigation.”

9 302. On July 17, 2015, TUG announced it suspended a planned public
10 stock offering that it had planned to use to finance acquisition of Bumble Bee.
11 TUG stated that it wanted “additional clarity” on the investigation before
12 proceeding with the offering. Thai Union has notified the United States Securities
13 and Exchange Commission (“SEC”) of the suspension. Thai Union has since also
14 announced that the planned acquisition of Bumble Bee will not proceed given the
15 merger investigation that is part of the DOJ investigation of anticompetitive
16 practices in the PSP industry.

17 303. The publication Global Competition Review has reported that it “is
18 highly likely that something produced in the [Tri-Union and Bumble Bee] merger
19 investigation sparked this investigation touching the industry as a whole rather than
20 just the parties to the deal,” and “early information indicates the demand for
21 information came from a separate section of the antitrust division, not one tasked
22 with analyzing deals.”

23 304. On July 23, 2015, Bumble Bee acknowledged receipt of a grand jury
24 subpoena. Bumble Bee stated, “The Company did receive a grand jury subpoena
25 relating to a US Department of Justice investigation into potential antitrust
26 violations in the packaged seafood industry. The Company is cooperating fully
27 with the investigation.”

28 305. StarKist received a subpoena as well, but did not say so publicly.

1 306. The fact that these companies received subpoenas from a federal
2 grand jury is alone significant, as is reflected in Chapter 3 of the 2014 edition of
3 the DOJ's Antitrust Division Manual, available at
4 <http://www.justice.gov/atr/public/divisionmanual/chapter3.pdf>. Section F.1 of that
5 chapter notes that "staff should consider carefully the likelihood that, if a grand
6 jury investigation developed evidence confirming the alleged anticompetitive
7 conduct, the Division would proceed with a criminal prosecution." *Id.* at 111-82.

8 307. Early in this litigation, the DOJ made a formal motion for intervention
9 in this action, and the Government negotiated and filed a partial stay agreement
10 that expressly provides for certain discovery while preventing discovery that would
11 infringe upon the Grand Jury's investigation; which was later modified to
12 accommodate the timeline of the investigation. That investigation has now borne
13 demonstrable fruit.

14 308. On December 7, 2016, it filed a criminal information against
15 Cameron, a Senior Vice-President of Sales for Bumble Bee, alleging a conspiracy
16 to fix prices of PSPs. "Information" (Dec. 7, 2016) (ECF No. 1) in *United States v.*
17 *Cameron*, No. 3:16-cr-00501-EMC (N.D. Cal.). Cameron pled guilty to the offense
18 charged at a hearing on January 25, 2017.

19 309. On December 21, 2016, the DOJ filed a criminal information against
20 Ken Worsham, a Senior Vice-President of Trade Marketing for Bumble Bee, again
21 alleging his participation in a conspiracy to fix the prices of PSPs. "Information"
22 (Dec. 21, 2016) (ECF No. 1) in *United States v. Worsham*, No. 3:16-cr-00535-
23 EMC-1 (N.D. Cal.). Ken Worsham pled guilty to the charge against him on March
24 15, 2017.

25 310. Both plea agreements state that:
26 the defendant participated in a conspiracy with other
27 persons and entities engaged in the manufacture and sale
28 of packaged seafood, the primary purpose of which was
 to fix, raise and maintain the prices of packaged seafood

1 sold in the United States, In furtherance of the
2 conspiracy, the defendant engaged in conversations and
3 discussions and attended meetings with representatives
4 of other major packaged-seafood-producing firms.
5 ***During these conversations, discussions and meetings,***
6 ***agreements and mutual understandings were reached***
7 ***to fix, raise and maintain the prices of packaged***
8 ***seafood sold in the United States.***

9 Worsham Plea Agreement, ¶ 4(b); Cameron Plea Agreement, ¶ 4(b).

10 311. Pursuant to his guilty plea, Ken Worsham admitted to collusive
11 discussions with competitors about Defendants’ price increases. Ken Worsham
12 also stated that during his conversations, discussions, and meetings, “agreements
13 and mutual understandings were reached to fix, raise, and maintain the prices of
14 packaged seafood sold in the United States.”¹⁴ Ken Worsham and the government
15 agreed on his sentencing guidelines calculations “based on a total amount of
16 volume of commerce attributable to the defendant of over \$300 million.”¹⁵ A
17 reasonable inference from this admission is that Ken Worsham, Bumble Bee,
18 StarKist and COSI reached and implemented illegal collusive agreements affecting
19 over \$300 million worth of Bumble Bee’s sales of packaged seafood in U.S.
20 interstate commerce, in addition to the packaged seafood sales of StarKist and
21 COSI that the agreement affected.

22 312. It has been publicly reported that one Defendant has applied for and
23 been accepted into the DOJ’s corporate leniency program under the Antitrust
24 Criminal Penalty Enhancement and Reform Act of 2004, Pub. L. No. 108-237,
25 §213(b), 118 Stat. 665, 666 (codified as amended at 15 U.S.C. § 1 note)
26 (“ACPERA”). [REDACTED] the ACPERA

27 ¹⁴ Plea Agreement ¶ 4 (b) *United States v. Kenneth Worsham*, No. 16 CR 535
28 (N.D. Cal. Dec. 21, 2016) (ECF No. 14).

¹⁵ *Id.* ¶ 9. (emphasis added). Worsham admitted his employer’s sales of packaged
seafood affecting U.S. customers totaled *at least* \$300 million. *Id.* ¶ 4(a).

1 leniency program is specifically related to Defendants’ price-fixing activities and
2 other anticompetitive conduct in violation of Section 1 of The Sherman Act in the
3 United States Packaged Tuna market. ACPERA protection requires that the
4 amnesty applicant admit the commission of a criminal act. Therefore, [REDACTED]
5 [REDACTED] Bumble Bee personnel admit committing a crime in connection with the
6 antitrust investigation.

7 **H. Plaintiffs Suffered Antitrust Injury**

8 313. Defendants’ anticompetitive conduct had the following effects, among
9 others:

- 10 a. Price competition has been restrained or eliminated with respect to
- 11 Packaged Tuna sold in the United States;
- 12 b. The prices of Packaged Tuna sold in the United States have been
- 13 fixed, raised, maintained, or stabilized at artificially inflated levels;
- 14 c. Indirect purchasers of Packaged Tuna have been deprived of free
- 15 and open competition; and
- 16 d. Indirect purchasers of Packaged Tuna paid artificially inflated
- 17 prices.

18 314. By reason of the alleged violations of the antitrust laws and other laws
19 alleged herein, Plaintiffs and the members of the Classes have sustained injury to
20 their businesses or property, having paid higher prices for Packaged Tuna than they
21 would have paid in the absence of Defendants’ illegal conduct, and, as a result,
22 have suffered damages in an amount presently undetermined. This is an antitrust
23 injury of the type that the antitrust laws were meant to punish and prevent.

24 **FRAUDULENT CONCEALMENT AND THE TOLLING OF THE**
25 **STATUTE OF LIMITATIONS**

26 **I. TOLLING OF THE STATUTE OF LIMITATIONS**

27 315. Plaintiffs had neither actual nor constructive knowledge of the facts
28 constituting its claim for relief.

1 316. Plaintiffs and members of the Class did not discover, and could not
2 have discovered through the exercise of reasonable diligence, the existence of the
3 conspiracy alleged herein until at least July of 2015. Indeed, the conspiracy was
4 apparently only uncovered by DOJ in the process of reviewing internal company
5 documents relating to the proposed merger between COSI and Bumble Bee.

6 317. Defendants engaged in a secret conspiracy and did not reveal facts
7 that would put Plaintiffs or the Class on inquiry notice that there was an agreement
8 to fix prices for Packaged Tuna. By their very nature, price-fixing conspiracies are
9 inherently self-concealing. Plaintiffs allege that Defendants agreed among
10 themselves to conceal their unlawful conspiracy, including by agreeing not to
11 discuss the conspiracy publicly and by other means of avoiding detection and
12 maintaining secrecy, such as the use of nonpublic e-mails and private telephone
13 calls, as described above. Accordingly, Plaintiffs could not have had either actual
14 or constructive knowledge of the price fixing scheme until the public disclosure of
15 the DOJ's criminal investigation on July 23, 2015.

16 **2004-2006 Price Increases**

17 318. Defendants fraudulently concealed the 2004 and 2006 increases. [REDACTED]

18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 (i) [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

2008 Package Downsizing

319. Defendants fraudulently concealed their 2007-08 package size reduction and list price increase agreements by several means.

[REDACTED]

320. Defendants also sometimes concealed their package downsizing conduct by using coded references to describe their co-conspirators. For example,

[REDACTED]

321. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

323. Defendants gave pretextual reasons for the package downsizing and price increase to conceal their unlawful conduct.

324. [REDACTED]

325. Similarly, a published article at the time of the announcement of the can resizing and price increase stated that “a customer service representative for

1 StarKist . . . explained that tuna prices have reached an all-time high.” And in
2 August 2008, StarKist added an environmental sustainability justification, by
3 touting the can downsizing as “saving two million gallons of water.”

4 326. When instituting the 2008 list price increase, StarKist stated in August
5 that it was raising prices effective November 3, 2008 because of the “continued
6 escalation of global Tuna fish prices.” [REDACTED]

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 **Later Coordinated Price Increases**

12 327. Defendants again used multiple means to conceal their 2008, 2010,
13 2011, and 2012 agreements to increase prices, [REDACTED]

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 328. Defendants sought to limit inculpatory written communications with
18 one another. Thus, for example, [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 329. Similarly, in connection with the 2011-12 price increases, COSI,
24 StarKist, and Bumble Bee interacted mostly through telephonic communications or
25 face-to-face meetings. [REDACTED]

26 [REDACTED]
27 [REDACTED]

28 [REDACTED] By communicating with customers individually rather than releasing a

1 public price announcement, Defendants sought to minimize any public discussion
2 of the fact that multiple Packaged Tuna producers were increasing prices at the
3 same time.

4 330. [REDACTED]

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 331. When Defendants met in person, they took steps to ensure that their
17 meetings were secret. [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 332. Further, all three Defendants attended NFI Tuna Council meetings
21 several times a year in various locations around the world. These conferences
22 provided Defendants with regular opportunities to arrange off-agenda meetings
23 without raising suspicions. [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]

28 By arranging their meetings to coincide with industry shows and conferences,

1 Defendants attempted to reduce the chance that their presence in the same location
2 would betray their illegal enterprise.

3 333. As explained above, familial connections sometimes provided
4 Defendants with seemingly innocuous channels for passing confidential
5 information. [REDACTED]

6 [REDACTED] Additionally, Laurel Cameron
7 neé Edwards, the wife of Bumble Bee Senior Vice President Scott Cameron, began
8 working at ISSF in early 2012. Prior to her employment at ISSF, she had worked
9 as a Vice President of Sales with Scott Cameron at Bumble Bee. [REDACTED]

10 [REDACTED]
11 [REDACTED]. Given her role at ISSF, she was ideally positioned to facilitate
12 communications between Defendants.

13 334. Further, Defendants consistently gave pretextual public justifications
14 to support their price increases.

15 335. With respect to the 2010 net price increase, [REDACTED]

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 336. With regard to the 2011 price increase, [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 337. Other examples of pretextual statements regarding price increases
7 include:

8 338. A June 2011 letter from COSI attributing price increases to “persistent
9 global inflationary trends” and “increased raw material costs and a weak U.S.
10 dollar.”

11 339. A July 2011 StarKist letter announcing price increases for canned
12 tuna that were attributed to “continuously rising fish costs.”

13 340. A January 2012 COSI letter saying that “[h]igh fish prices have made
14 it necessary to increase the list price of both light and white [tuna]. All indicators
15 are that these higher raw material costs will not return to levels that were seen as
16 recently as a year ago.”

17 341. A January 17, 2012 list price announcement from Bumble Bee
18 attributing increases to general inflationary trends in fish, transportation and
19 packaging costs.

20 342. A January 17, 2012 letter from Cameron of Bumble Bee to customers
21 saying that “[o]ver the recent past, global inflation, economic uncertainty,
22 transportation consolidation, fuel prices, and record high resource (fish) costs, have
23 compounded to create unprecedented pricing volatility in our industry. As we
24 forecast these factors moving into the first half of 2012, we see no relenting on
25 these cost pressures. The factors that were outlined above will increase, which has
26 led Bumble Bee Foods to announce list pricing actions on a number of canned and
27 pouch tuna items (ranging from +4% to +9%), beginning in April, 2012.”

28 343. A March 2012 letter from Cameron of Bumble Bee telling customers

1 that “unforecasted elements,” some of which would occur in the latter part of 2012,
2 necessitated canned tuna price increases.

3 344. An August 2012 Intrafish article in which Senior Vice President
4 David Melbourne of Bumble Bee says that “[t]he leading brands took pricing
5 action due to escalating fish costs.”

6 345. None of these communications ever mentioned Defendants’ collusion
7 or the fact that, as DOJ’s Baer has stated, their industry was “not functioning
8 competitively.”

9 346. Defendants actively sought to mislead their customers about the price-
10 fixing scheme. Their various justifications for price increases did not disclose that
11 they had agreed among themselves to fix, raise and/or stabilize the price of
12 Packaged Tuna. Defendants’ justifications for their price increases were also
13 misleading, to the extent they were true even in part, because of their failure to
14 disclose that the price increases in fact resulted from their illegal agreement and
15 conspiracy.

16 347. Defendants’ fraudulent concealment was even more effective against
17 Plaintiffs because they were and are consumers. Indirect purchases, at retail prices,
18 interposed an additional layer of opacity as to the prices charged by the Defendants
19 and the timing of changes.

20 348. Because Defendants’ agreement, understanding and conspiracy was
21 kept secret, Plaintiffs and members of the Class were unaware of Defendants’
22 unlawful conduct alleged herein and did not know that they were paying artificially
23 high prices for Packaged Tuna during the Class Period.

24 349. The guilty plea of Ken Worsham of Bumble Bee further raises the
25 inference of using means of communication that affirmatively concealed the
26 conspiracy from detection. Ken Worsham, as alleged *supra*, is the son of Bob
27 Worsham, a longtime Del Monte employee and StarKist consultant. [REDACTED]

28 [REDACTED] The

1 involvement of both father and son in the collusion allowed Defendants an avenue
2 to pass competitive information where personnel from competing companies could
3 meet as frequently as necessary with no need to present an explanation.

4 350. None of these communications ever mentioned Defendants’ collusion
5 or the fact that, as DOJ’s Baer has stated, their industry was “not functioning
6 competitively.”

7 351. Defendants thus actively misled their customers about the price-fixing
8 scheme. Their various justifications for price increases did not disclose that they
9 had agreed among themselves to fix, raise and/or stabilize the price of Packaged
10 Tuna. Defendants’ justifications for their price increases were also misleading, to
11 the extent they were true even in part, because of their failure to disclose that the
12 price increases in fact resulted from their illegal agreement and conspiracy.

13 352. Because Defendants’ agreement, understanding and conspiracy was
14 kept secret, Plaintiffs and members of the Class were unaware of Defendants’
15 unlawful conduct alleged herein and did not know that they were paying artificially
16 high prices for Packaged Tuna during the Class Period.

17 ***Defendants’ Conspiratorial Acts Overwhelmingly Took Place in California***

18 353. Defendants’ acts in furtherance of their conspiracy to raise the prices
19 of Packaged Tuna overwhelmingly occurred in the State of California.

20 354. As alleged above, Defendants COSI and Bumble Bee each maintain
21 their principal places of business in San Diego, California. Defendants used and
22 availed themselves of these and other California-based locales to engage in and
23 implement their conspiracy.

24 355. [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 356. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 357. [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 358. Defendants' acts of collusion in the State of California continued. [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

[REDACTED]

[REDACTED]. As a result of these efforts, all three Defendants issued May 2010 price increase announcements for Packaged Tuna and other PSP products. Defendants' proposed Q3 2010 net price increases were all similar in magnitude, and had the same effective date of August 1, 2010.

359. COSI executives in San Diego, California played a core role in coordinating subsequent price increases for Packaged Tuna and other PSPs, as well. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

360. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 361. Defendants' actions to collude on limiting promotional activity also
2 had a California focus. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 362. In sum, all aspects of Defendants' collusive and conspiratorial acts, as
8 herein alleged, involved executive and management-level personnel employed by,
9 among others, Defendants COSI and Bumble Bee at their principle places of
10 business in San Diego, California. Additionally, Defendants' actions in
11 furtherance of the alleged Packaged Tuna price-fixing conspiracy overwhelming
12 occurred in California. Indeed, in allocutions made at the time they entered guilty
13 pleas to criminal antitrust charges for engaging in conspiratorial conduct with other
14 companies to fix the prices of PSPs in the United States, Bumble Bee executives
15 Ken Worsham and Cameron quite candidly admitted that their wrongful and
16 collusive actions in violation of the nation's antitrust laws occurred largely, if not
17 entirely, in California.¹⁶

18 363. Because the conspiratorial conduct overwhelmingly took place in
19 California, and the massive economic harm visited on consumers throughout the
20 United States emanated from California through the conduct of predominantly
21 California actors acting in California, therefore California has a superior interest in
22 having its laws applied to all injured consumers which exceeds the interests of
23 those states which while allowing recovery by their consumers have chosen a
24 different or more limited procedural mechanism with respect to cases brought in
25

26 ¹⁶ See, e.g., Rprt's Transc. Of Proceedings, January 25, 2017, *U.S. v. Cameron*,
27 3:16-cr-00501-EMC, at pp.13-15; Rprt's Transc. Of Proceedings, March 15, 2016,
28 *U.S. v. Worsham*, 3:16-cr-00535-EMC, at page 13, lines 15-17.

1 their respective jurisdictions under their respective laws.

2 **CAUSES OF ACTION**

3 **VIOLATIONS OF STATE ANTITRUST LAW**

4 364. The following First through Twenty-Seventh Claims for Relief are
5 pleaded under the antitrust laws of each State or jurisdiction identified below, on
6 behalf of the indicated Class.

7 **FIRST CLAIM FOR RELIEF**

8 **Violation of Section 16720 of the**
9 **California Business and Professions Code (“The Cartwright Act”)**

10 **(By All Plaintiffs On Behalf of**
11 **The *Illinois Brick* Repealer Cartwright Act Class)¹⁷**

12 365. Plaintiffs repeat and reassert each of the allegations contained in
13 paragraphs 1 to 363 as if fully set forth herein.

14 366. The violations of federal antitrust law set forth above also constitute
15 violations of section 16720 of California Business and Professions Code.

16 367. The states and jurisdictions included in the *Illinois Brick Repealer*
17 *Cartwright Class* (as defined in ¶ 94(a), *supra*) each allow indirect purchasers to
18 recover on a similar theory applicable to the facts alleged in this Complaint, which
19 overwhelmingly took place within the State of California.

20 368. Because the conspiratorial conduct overwhelmingly took place in
21 California, and the massive economic harm visited on consumers throughout the
22 United States emanated from California through the conduct of predominantly
23 California actors acting in California, therefore California has a superior interest in
24 having its laws applied to all injured consumers which exceeds the interests of
25 those states which while allowing recovery by their consumers have chosen a

26 _____
27 ¹⁷ Plaintiffs reserve the right to seek amendment to apply the Cartwright Act to
28 consumers in all US States and territories.

1 different or more limited procedural mechanism with respect to cases brought in
2 their respective jurisdictions under their respective laws.

3 369. During the Class Period, Defendants and their co-conspirators
4 engaged in a continuing contract, combination or conspiracy in unreasonable
5 restraint of trade and commerce and other anticompetitive conduct alleged above in
6 violation of California Business and Professions Code section 16700, *et seq.*

7 370. Defendants' anticompetitive acts described above were knowing and
8 willful and constitute violations or flagrant violations of California Business and
9 Professions Code section 16700, *et seq.*

10 371. As a direct and proximate result of Defendants' unlawful conduct,
11 Plaintiffs and members of the Illinois Brick Repealer Cartwright Act Class have
12 been injured in their business and property in that they paid more for Packaged
13 Tuna than they otherwise would have paid in the absence of Defendants' unlawful
14 conduct. As a result of Defendants' violation of section 16720 of California
15 Business and Professions Code, Plaintiffs and members of the Illinois Brick
16 Repealer Cartwright Act Class seek treble damages and their cost of suit, including
17 reasonable attorneys' fees, pursuant to section 16750(a) of California Business and
18 Professions Code.

19 **SECOND CLAIM FOR RELIEF**

20 **Violation of Arizona's Uniform State Antitrust Act,**

21 **Ariz. Rev. Stat. § 44-1401, *et seq.***

22 **(By Plaintiffs Ana Gabriela Felix Garcia, Tina Grant, Tya Hughes,**
23 **John Pels, and Erica Rodriguez On Behalf of the Arizona Class)**

24 372. Plaintiffs Ana Gabriela Felix Garcia, Tina Grant, Tya Hughes, John
25 Pels, and Erica Rodriguez, on behalf of themselves and the Arizona Class, repeat
26 and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set
27 forth herein.

28 373. By reason of the conduct alleged herein, Defendants have violated
Arizona Rev. Stat. § 44-1401, *et seq.*

1 374. Defendants entered into a contract, combination, or conspiracy
2 between two or more persons in restraint of, or to monopolize, trade or commerce
3 in the Packaged Tuna market, a substantial part of which occurred within Arizona.

4 375. Defendant established, maintained, or used a monopoly, or attempted
5 to establish a monopoly, of trade or commerce in the Relevant Markets, a
6 substantial part of which occurred within Arizona, for the purpose of excluding
7 competition or controlling, fixing, or maintaining prices in the Packaged Tuna
8 Market.

9 376. Defendants' violations of Arizona law were flagrant.

10 377. Defendants' unlawful conduct substantially affected Arizona's trade
11 and commerce.

12 378. As a direct and proximate cause of Defendants' unlawful conduct, the
13 Plaintiffs and members of the Arizona Class have been injured in their business or
14 property and are threatened with further injury.

15 379. Defendants wrongfully concealed the facts alleged herein giving rise
16 to their unlawful conduct preventing Arizona plaintiffs from reasonably
17 discovering the claim during the limitations period. This cause of action did not
18 accrue until July 23, 2015 when the plaintiffs knew or in the exercise of reasonable
19 diligence should have known about the Defendants' unlawful conduct.

20 380. By reason of the foregoing, Plaintiffs and members of the Arizona
21 Class are entitled to seek all forms of relief available under Arizona Revised Stat. §
22 44-1401, *et seq.*

23 **THIRD CLAIM FOR RELIEF**
24 **Violation of California's Cartwright Act,**
25 **Cal. Bus. & Prof. Code § 16700, *et seq.***

26 **(By Plaintiffs Mary Hudson, Tya Hughes, Amy Jackson, Michael Juetten,**
27 **Rick Musgrave, and John Pels On Behalf of the California Class)**

28 381. Plaintiffs Mary Hudson, Tya Hughes, Amy Jackson, Michael Juetten,
Rick Musgrave, and John Pels, for themselves and on behalf of the California

1 Class, repeat and reallege each of the allegations contained in paragraphs 1 to 363
2 as if fully set forth herein.

3 382. The California Business & Professions Code generally governs
4 conduct of corporate entities. The Cartwright Act, Cal. Bus. & Prof. Code §§
5 16700-16770, governs antitrust violations in California.

6 383. California policy is that “vigorous representation and protection of
7 consumer interests are essential to the fair and efficient functioning of a free
8 enterprise market economy,” including by fostering competition in the
9 marketplace. Cal. Bus. & Prof. Code § 301.

10 384. Under the Cartwright Act, indirect purchasers have standing to
11 maintain an action based on the facts alleged in this Complaint. Cal. Bus. & Prof.
12 Code § 16750(a).

13 385. A trust in California is any combination intended for various
14 purposes, including but not limited to creating or carrying out restrictions in trade
15 or commerce, limiting or reducing the production or increasing the price of
16 merchandise, or preventing competition in the market for a commodity. Cal. Bus.
17 & Prof. Code § 16720. Every trust in California is unlawful except as provided by
18 the Code. *Id.* at § 16726.

19 386. Plaintiffs Ana Gabriela Felix Garcia, Tina Grant, Tya Hughes, John
20 Pels, and Erica Rodriguez purchased Packaged Tuna within the State of California
21 during the Class Period. But for Defendants’ conduct set forth herein, the price per
22 unit of Packaged Tuna would have been lower, in an amount to be determined at
23 trial.

24 387. Defendants enacted a combination of capital, skill or acts for the
25 purpose of creating and carrying out restrictions in trade or commerce, in violation
26 of Cal. Bus. & Prof. Code § 16700, *et seq.*

27 388. Defendants wrongfully concealed the facts alleged herein giving rise
28 to their unlawful conduct preventing California plaintiffs in the exercise of due

1 diligence from uncovering the unlawful conduct. The applicable statute of
2 limitations is tolled until July 23, 2015 until the plaintiffs by the exercise of
3 reasonable diligence should have discovered it.

4 389. Plaintiffs and members of the Class were injured in their business or
5 property, with respect to purchases of Packaged Tuna in California and are entitled
6 to all forms of relief, including recovery of treble damages, interest, and injunctive
7 relief, plus reasonable attorneys' fees and costs.

8 **FOURTH CLAIM FOR RELIEF**

9 **Violation of the District of Columbia Antitrust Act,**

10 **D.C. Code § 28-4501, *et seq.***

11 **(By Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney,
12 and Andrew Gorman On Behalf of the District of Columbia Class)**

13 390. Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew
14 Gorman on behalf of themselves and on behalf of the District of Columbia Class,
15 repeat and reallege each of the allegations contained in paragraphs 1 to 363 as if
16 fully set forth herein.

17 391. The policy of District of Columbia Code, Title 28, Chapter 45
18 (Restraints of Trade) is to “promote the unhampered freedom of commerce and
19 industry throughout the District of Columbia by prohibiting restraints of trade and
20 monopolistic practices.”

21 392. Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew
22 Gorman purchased Packaged Tuna within the District of Columbia during the
23 Class Period. But for Defendants' conduct set forth herein, the price per unit of
24 Packaged Tuna would have been lower, in an amount to be determined at trial.

25 393. Under District of Columbia law, indirect purchasers have standing to
26 maintain an action under the antitrust provisions of the D.C. Code based on the
27 facts alleged in this Complaint, because “any indirect purchaser in the chain of
28 manufacture, production or distribution of goods...shall be deemed to be injured
within the meaning of this chapter.” D.C. Code 28-4509(a).

1 394. Defendants contracted, combined or conspired to act in restraint of
2 trade within the District of Columbia, and monopolized or attempted to
3 monopolize the market for Packaged Tuna within the District of Columbia, in
4 violation of D.C. Code § 28-4501, *et seq.*

5 395. Defendants wrongfully concealed the facts alleged herein giving rise
6 to the unlawful conduct by the affirmative actions described herein which were
7 designed to prevent the discovery of such unlawful conduct and the Plaintiffs in the
8 District of Columbia did not discover and could not discover the unlawful conduct
9 prior to July 23, 2015.

10 396. Plaintiff and members of the Class were injured with respect to
11 purchases of Packaged Tuna in the District of Columbia and are entitled to all
12 forms of relief, including actual damages, treble damages, and interest, reasonable
13 attorneys' fees and costs.

14 **FIFTH CLAIM FOR RELIEF**
15 **Violation of the Guam Antitrust Law,**
16 **Guam Code Ann. tit. 9 § 69.10, *et seq.***
17 **(By Plaintiffs Amy Jackson and Joelyna A. San Agustin**
18 **On Behalf of the Guam Class)**

19 397. Plaintiffs Amy Jackson and Joelyna San Agustin, on behalf of
20 themselves and the Guam Class, repeat and reassert each of the allegations
21 contained in paragraphs 1 to 363 as if fully set forth herein.

22 398. By reason of the conduct alleged herein, Defendants have violated
23 Guam Code Ann. tit. 9 § 69.10, *et seq.*

24 399. Plaintiffs Amy Jackson and Joelyna San Agustin purchased Packaged
25 Tuna within the Territory of Guam during the Class Period. But for Defendants'
26 conduct set forth herein, the price per unit of Packaged Tuna would have been
27 lower, in an amount to be determined at trial.

28 400. Defendants entered into a contract, combination, or conspiracy
between two or more persons in restraint of, or to monopolize, trade or commerce

1 in the Packaged Tuna market, a substantial part of which occurred within Guam.

2 401. Defendant established, maintained, or used a monopoly, or attempted
3 to establish a monopoly, of trade or commerce in the Relevant Markets, a
4 substantial part of which occurred within Guam, for the purpose of excluding
5 competition or controlling, fixing, or maintaining prices in the Packaged Tuna
6 Market.

7 402. Defendants' conduct was an unfair method of competition, and an
8 unfair or deceptive act or practice within the conduct of commerce within the
9 Territory of Guam.

10 403. Defendants' unlawful conduct substantially affected Guam's trade and
11 commerce.

12 404. As a direct and proximate cause of Defendants' unlawful conduct, the
13 Plaintiffs and the members of the Guam Class have been injured in their business
14 or property and are threatened with further injury.

15 405. Defendants wrongfully concealed the facts alleged herein giving rise
16 to the unlawful conduct. Having acted in secret, the statute of limitation for the
17 Guam Plaintiffs' claim did not begin running until July 23, 2015, when the
18 Plaintiffs acting reasonably could have discovered Defendants' unlawful conduct.
19 Plaintiffs could not and should not have suspected Defendants' wrongful conduct
20 until July 23, 2015.

21 406. By reason of the foregoing, the Plaintiffs and members of the Guam
22 Class is entitled to seek all forms of relief, including treble damages and
23 reasonable attorney's fees and costs under Guam.

24 **SIXTH CLAIM FOR RELIEF**

25 **Violation of the Hawaii Antitrust Statute,**

26 **Haw. Rev. Stat. § 480-1, *et seq.***

27 **(By Plaintiff Gloria Emery on Behalf of the Hawaii Class)**

28 407. Plaintiff Gloria Emery, for herself and on behalf of the Hawaii Class,
repeats and realleges each of the allegations contained in paragraphs 1 to 363 as if

1 fully set forth herein.

2 408. The Hawaii Antitrust Act prohibits “every contract, combination in
3 the form of trust or otherwise, or conspiracy, in restraint of trade or commerce in
4 the State,” including acts to (i) “fix, control, or maintain, the price of any
5 commodity;” (ii) “limit, control, or discontinue, the production, manufacture, or
6 sale of any commodity for the purpose or with the result of fixing, controlling or
7 maintaining its price”; and (iii) “fix, control, or maintain, any standard of quality of
8 any commodity for the purpose or with the result of fixing, controlling, or
9 maintaining its price.” Haw. Rev. Stat. § 480-4(a) and 4(b).

10 409. Plaintiff Gloria Emery purchased Packaged Tuna within the State of
11 Hawaii during the Class Period. But for Defendants’ conduct set forth herein, the
12 price per unit of Packaged Tuna would have been lower, in an amount to be
13 determined at trial.

14 410. Defendants contracted, combined, or conspired to restrain the trade or
15 commerce in the market for Packaged Tuna and their conduct substantially
16 affected Hawaii commerce, in violation of Haw. Rev. Stat. §§ 480-1, *et seq.*

17 411. Plaintiff and members of the Class were injured with respect to
18 purchases of Packaged Tuna in that at least thousands of sales of Defendants’
19 Packaged Tuna took place in Hawaii, purchased by Hawaii consumers at supra-
20 competitive prices caused by Defendants’ conduct.

21 412. Under Hawaii law, an indirect purchaser may bring an action under
22 the Hawaii Antitrust Act based on the facts alleged in this Complaint.¹⁸

23 413. Defendants’ continued violations of the law comprise a repeated
24 pattern and course of conduct that provide an exception to the applicable statute of
25 limitations. Defendants also affirmatively misled Plaintiff and members of the
26

27 ¹⁸ In compliance with Haw. Rev. Stat. § 480-13.3, Plaintiff has contemporaneously
28 served a copy of this Complaint on the Hawaii Attorney General.

1 Hawaii class by wrongfully concealing the facts alleged herein giving rise to the
2 unlawful conduct. Plaintiff had neither actual nor constructive knowledge of the
3 facts giving rise to her claims until July 23, 2015, and exercised due diligence in
4 attempting to discover such facts.

5 414. By reason of the foregoing, Plaintiff and members of the Hawaii Class
6 are entitled to all forms of relief available under Haw. Rev. Stat. §§ 480, *et seq.*,
7 including treble damages, costs and disbursements, reasonable attorneys' fees, and
8 injunctive relief necessary to prevent and restrain violations thereof.

9 415. Concurrent with the filing of this complaint, Plaintiff and her counsel
10 have served required materials upon the Hawaii Attorney General pursuant to
11 Haw. Rev. Stat. § 480-13.3.

12 **SEVENTH CLAIM FOR RELIEF**

13 **Violation of the Illinois Antitrust Act,**

14 **740 Ill. Comp. Stat. Ann. 10/3(1), *et seq.***

15 **(By Plaintiffs Sally Bredberg and Elizabeth Davis-Berg)**

16 416. Plaintiffs Sally Bredberg and Elizabeth Davis-Berg repeat each of the
17 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

18 417. The Illinois Antitrust Act, 740 ILCS 10/1, *et seq.*, aims “to promote
19 the unhampered growth of commerce and industry throughout the State by
20 prohibiting restraints of trade which are secured through monopolistic or oligarchic
21 practices and which act or tend to act to decrease competition between and among
22 persons engaged in commerce and trade” 740 Ill. Comp. Stat. 10/2.

23 418. Plaintiffs Sally Bredberg and Elizabeth Davis-Berg purchased
24 Packaged Tuna within the State of Illinois during the Class Period. But for
25 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
26 have been lower, in an amount to be determined at trial.

27 419. Under the Illinois Antitrust Act, indirect purchasers have standing to
28 maintain an action for damages based on the facts alleged in this Complaint. 740

1 Ill. Comp. Stat. 10/7(2).

2 420. Defendants made contracts or engaged in a combination or conspiracy
3 with each other, though they would have been competitors but for their prior
4 agreement, for the purpose of fixing, controlling or maintaining prices for
5 Packaged Tuna sold, and/or for allocating customers or markets for Packaged Tuna
6 within the intrastate commerce of Illinois.

7 421. Defendants further unreasonably restrained trade or commerce and
8 established, maintained or attempted to acquire monopoly power over the market
9 for Packaged Tuna in Illinois for the purpose of excluding competition, in violation
10 of 740 Ill. Comp. Stat. 10/1, *et seq.*

11 422. Defendants wrongfully concealed the facts alleged herein giving rise
12 to the unlawful conduct by the affirmative acts described herein with the intent to
13 deceive the Plaintiffs. Plaintiffs did not know and could not have known about
14 Defendants' unlawful conduct until July 23, 2015.

15 423. Plaintiffs were injured with respect to purchases of Packaged Tuna in
16 Illinois and are entitled to all forms of relief, including actual damages, treble
17 damages, reasonable attorneys' fees and costs.

18
19

20 **EIGHTH CLAIM FOR RELIEF**

21 **Violation of the Iowa Competition Law**

22 **Iowa Code § 553.1, *et seq.***

23 **(By Plaintiffs Carla Lown and Jennifer A. Nelson**

24 **On Behalf of the Iowa Class)**

25 424. Plaintiffs Carla Lown and Jennifer A. Nelson, on behalf of themselves
26 and the Iowa Class, repeat and reassert each of the allegations contained in
27 paragraphs 1 to 363 as if fully set forth herein.

28 425. The Iowa Competition Law aims to “prohibit[] restraint of economic
activity and monopolistic practices.” Iowa Code § 553.2.

1 426. Plaintiffs Carla Lown and Jennifer A. Nelson purchased Packaged
2 Tuna within the State of Iowa during the Class Period. But for Defendants'
3 conduct set forth herein, the price per unit of Packaged Tuna would have been
4 lower, in an amount to be determined at trial.

5 427. Defendants contracted, combined or conspired to restrain or
6 monopolize trade in the market for Packaged Tuna, and attempted to establish or
7 did in fact establish a monopoly for the purpose of excluding competition or
8 controlling, fixing or maintaining prices for Packaged Tuna, in violation of Iowa
9 Code § 553.1, *et seq.*

10 428. Defendants wrongfully concealed the facts alleged herein giving rise
11 to the unlawful conduct. Defendants' unlawful conduct was not reasonably
12 discovered until July 23, 2015.

13 429. Plaintiffs and members of the Iowa Class were injured with respect to
14 purchases of Packaged Tuna in Iowa, and are entitled to all forms of relief,
15 including actual damages, exemplary damages for willful conduct, reasonable
16 attorneys' fees and costs, and injunctive relief.

17
18
19

NINTH CLAIM FOR RELIEF
Violation of the Kansas Restraint of Trade Act
Kan. Stat. Ann. § 50-101, *et seq.*
(By Plaintiffs Brian Depperschmidt and Lisa Hall
On Behalf of the Kansas Class)

24 430. Plaintiffs Brian Depperschmidt and Lisa Hall, on behalf of themselves
25 and the Kansas Class, repeat and reassert each of the allegations contained in
26 paragraphs 1 to 363 as if fully set forth herein.

27 431. The Kansas Restraint of Trade Act aims to prohibit practices which,
28 inter alia, “tend to prevent full and free competition in the importation,

1 transportation or sale of articles imported into this state.” Kan. Stat. Ann. § 50-112.

2 432. Plaintiffs Brian Depperschmidt and Lisa Hall purchased Packaged
3 Tuna within the State of Kansas during the Class Period. But for Defendants’
4 conduct set forth herein, the price per unit of Packaged Tuna would have been
5 lower, in an amount to be determined at trial.

6 433. Under the Kansas Restraint of Trade Act, indirect purchasers have
7 standing to maintain an action based on the facts alleged in this Complaint. Kan.
8 Stat. Ann § 50-161(b).

9 434. Defendants combined capital, skill or acts for the purposes of creating
10 restrictions in trade or commerce of Packaged Tuna, increasing the price of
11 Packaged Tuna, preventing competition in the sale of Packaged Tuna, or binding
12 themselves not to sell Packaged Tuna, in a manner that established the price of
13 Packaged Tuna and precluded free and unrestricted competition among themselves
14 in the sale of Packaged Tuna, in violation of Kan. Stat. Ann. § 50-101, *et seq.*

15 435. Plaintiffs and members of the Class were injured with respect to
16 purchases of Packaged Tuna in Kansas and are entitled to all forms of relief,
17 including actual damages, reasonable attorneys’ fees and costs, and injunctive
18 relief.

19
20 **TENTH CLAIM FOR RELIEF**

21 **Violation of the Maine’s Antitrust Statute,**

22 **Me. Rev. Stat. Ann. tit. 10 § 1101, *et seq.***

23 **(By Plaintiffs Greg Stearns and Thomas E. Willoughby III**

24 **On Behalf of the Maine Class)**

25 436. Plaintiffs Greg Stearns and Thomas E. Willoughby III, on behalf of
26 themselves and the Maine Class, repeat and reassert each of the allegations
27 contained in paragraphs 1 to 363 as if fully set forth herein.

28 437. Part 3 of Title 10 the Maine Revised Statutes generally governs
regulation of trade in Maine. Chapter 201 thereof governs monopolies and

1 profiteering, generally prohibiting contracts in restraint of trade and conspiracies to
2 monopolize trade. Me. Rev. Stat. Ann. Tit. 10, §§ 1101-02.

3 438. Plaintiffs Greg Stearns and Thomas E. Willoughby III purchased
4 Packaged Tuna within the State of Maine during the Class Period. But for
5 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
6 have been lower, in an amount to be determined at trial.

7 439. Under Maine law, indirect purchasers have standing to maintain an
8 action based on the facts alleged in this Complaint. Me. Rev. Stat. Ann. Tit. 10, §
9 1104(1).

10 440. Defendants contracted, combined or conspired in restraint of trade or
11 commerce of Packaged Tuna within the intrastate commerce of Maine, and
12 monopolized or attempted to monopolize the trade or commerce of Packaged Tuna
13 within the intrastate commerce of Maine, in violation of Me. Rev. Stat. Ann. Tit.
14 10, § 1101, *et seq.*

15 441. Plaintiffs and members of the Class were injured with respect to
16 purchases of Packaged Tuna in Maine and are entitled to all forms of relief,
17 including actual damages, treble damages, reasonable attorneys' and experts' fees
18 and costs.

19
20
21
22
23
24
25
26
27
28

ELEVENTH CLAIM FOR RELIEF

Violation of the Michigan Antitrust Reform Act

Mich. Comp. Laws § 445.771, *et seq.*

(By Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson

On Behalf of the Michigan Class)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

442. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson, on behalf of themselves and the Michigan Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

443. The Michigan Antitrust Reform Act aims “to prohibit contracts, combinations, and conspiracies in restraint of trade or commerce...to prohibit monopolies and attempts to monopolize trade or commerce...[and] to provide remedies, fines, and penalties for violations of this act.” Mich. Act 274 of 1984.

444. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson purchased Packaged Tuna within the State of Michigan during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of Packaged Tuna would have been lower, in an amount to be determined at trial.

445. Under the Michigan Antitrust Reform Act, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. Mich. Comp. Laws. § 452.778(2).

446. Defendants contracted, combined or conspired to restrain or monopolize trade or commerce in the market for Packaged Tuna, in violation of Mich. Comp. Laws § 445.772, *et seq.*

447. Defendants wrongfully concealed the facts alleged herein giving rise to the unlawful conduct and through their affirmative arrangements and contrivances preventing discovery of such unlawful conduct until July 23, 2015.

448. Plaintiffs and members of the Class were injured with respect to purchases of Packaged Tuna in Michigan and are entitled to all forms of relief, including actual damages, treble damages for flagrant violations, interest, costs, reasonable attorneys’ fees, and injunctive or other appropriate equitable relief.

TWELFTH CLAIM FOR RELIEF

Violation of the Minnesota Antitrust Law,

Minn. Stat. § 325D.49, *et seq.*

(By Plaintiffs Laura Childs and Katherine Larson On Behalf of the Minnesota Class)

449. Plaintiffs Laura Childs and Katherine Larson, on behalf of themselves and the Minnesota Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

450. The Minnesota Antitrust Law of 1971 aims to prohibit any contract, combination or conspiracy when any part thereof was created, formed, or entered into in Minnesota; any contract, combination or conspiracy, wherever created, formed or entered into; any establishment, maintenance or use of monopoly power; and any attempt to establish, maintain or use monopoly power, whenever any of these affect Minnesota trade or commerce.

451. Plaintiffs Laura Childs and Katherine Larson purchased Packaged Tuna within the State of Minnesota during the Class Period. But for Defendants' conduct set forth herein, the price per unit of Packaged Tuna would have been lower, in an amount to be determined at trial.

452. Under the Minnesota Antitrust Act of 1971, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. Minn. Stat. § 325D.56.

453. Defendants contracted, combined or conspired in unreasonable restraint of trade or commerce in the market for Packaged Tuna within the intrastate commerce of and outside of Minnesota; established, maintained, used or attempted to establish, maintain or use monopoly power over the trade or commerce in the market for Packaged Tuna within the intrastate commerce of and outside of Minnesota; and fixed prices and allocated markets for Packaged Tuna within the intrastate commerce of and outside of Minnesota, in violation of Minn. Stat. § 325D.49, *et seq.*

1 454. Defendants wrongfully concealed the facts alleged herein giving rise
2 to the unlawful conduct through the fraudulent and intentional acts described
3 herein and Minnesota Plaintiffs could not have reasonable discovered the
4 concealment of Defendants' unlawful conduct until July 23, 2015.

5 455. Plaintiffs and members of the Class were injured with respect to
6 purchases of Packaged Tuna in Minnesota and are entitled to all forms of relief,
7 including actual damages, treble damages, costs and disbursements, reasonable
8 attorneys' fees, and injunctive relief necessary to prevent and restrain violations
9 hereof.

10 **THIRTEENTH CLAIM FOR RELIEF**

11 **Violation of the Mississippi Antitrust Statute,**

12 **Miss. Code Ann. § 75-21-1, *et seq.***

13 **(By Plaintiff Christopher Todd On Behalf of the Mississippi Class)**

14 456. Plaintiff Christopher Todd, on behalf of himself and the Mississippi
15 Class, repeats and reasserts each of the allegations contained in paragraphs 1 to
16 363 as if fully set forth herein.

17 457. Title 75 of the Mississippi Code regulates trade, commerce and
18 investments. Chapter 21 thereof generally prohibits trusts and combines in restraint
19 or hindrance of trade, with the aim that "trusts and combines may be suppressed,
20 and the benefits arising from competition in business [are] preserved" to
21 Mississippians. Miss. Code Ann. § 75-21-39.

22 458. Trusts are combinations, contracts, understandings or agreements,
23 express or implied, when inimical to the public welfare and with the effect of, inter
24 alia, restraining trade, increasing the price or output of a commodity, or hindering
25 competition in the production or sale of a commodity. Miss. Code Ann. § 75-21-1.

26 459. Plaintiff Christopher Todd purchased Packaged Tuna within the State
27 of Mississippi during the Class Period. But for Defendants' conduct set forth
28 herein, the price per unit of Packaged Tuna would have been lower, in an amount

1 to be determined at trial.

2 460. Under Mississippi law, indirect purchasers have standing to maintain
3 an action under the antitrust provisions of the Mississippi Code based on the facts
4 alleged in this Complaint. Miss. Code Ann. § 75-21-9.

5 461. Defendants combined, contracted, understood and agreed in the
6 market for Packaged Tuna, in a manner inimical to public welfare, with the effect
7 of restraining trade, increasing the price of Packaged Tuna and hindering
8 competition in the sale of Packaged Tuna, in violation of Miss. Code Ann. § 75-21-
9 1(a), *et seq.*

10 462. Defendants monopolized or attempted to monopolize the production,
11 control or sale of Packaged Tuna, in violation of Miss. Code Ann. § 75-21-3, *et*
12 *seq.*

13 463. Defendants' Packaged Tuna products are sold in hundreds of grocery
14 stores, markets, and warehouse clubs throughout the State of Mississippi. During
15 the Class Period, Defendants' illegal conduct substantially affected Mississippi
16 commerce.

17 464. Defendants wrongfully concealed the facts alleged herein giving rise
18 to their unlawful conduct. As alleged herein, the Defendants actively concealed
19 their unlawful conduct which prevented Mississippi Plaintiffs from reasonably
20 discovering the claim during the limitations period. This cause of action did not
21 accrue until July 23, 2015 when the Plaintiffs knew, or in the exercise of
22 reasonable diligence, should have known about the Defendants' unlawful conduct.

23 465. Plaintiff and members of the Class were injured with respect to
24 purchases of Packaged Tuna in Mississippi and are entitled to all forms of relief,
25 including actual damages and a penalty of \$500 per instance of injury.

26 ///

27 ///

28

FOURTEENTH CLAIM FOR RELIEF

Violation of the Nebraska Junkin Act,

Neb. Rev. Stat. § 59-801, *et seq.*,

**(By Plaintiffs Melissa Bowman and Barbara Buenning On Behalf of the
Nebraska Class)**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

466. Plaintiff Melissa Bowman and Barbara Buenning, on behalf of themselves and the Nebraska Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

467. Chapter 59 of the Nebraska Revised Statute generally governs business and trade practices. Sections 801 through 831 thereof, known as the Junkin Act, prohibit antitrust violations such as restraints of trade and monopolization.

468. Plaintiffs Melissa Bowman and Barbara Buenning purchased Packaged Tuna within the State of Nebraska during the Class Period. But for Defendants' conduct set forth herein, the price per unit of Packaged Tuna would have been lower, in an amount to be determined at trial.

469. Under Nebraska law, indirect purchasers have standing to maintain an action under the Junkin Act based on the facts alleged in this Complaint. Neb. Rev. Stat. § 59-821.

470. Defendants contracted, combined or conspired in restraint of trade or commerce of Packaged Tuna within the intrastate commerce of Nebraska, and monopolized or attempted to monopolize the market for Packaged Tuna within the intrastate commerce of Nebraska by possessing monopoly power in the market and willfully maintaining that power through agreements to fix prices, allocate markets and otherwise control trade, in violation of Neb. Rev. Stat. § 59-801, *et seq.*

471. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct. As alleged herein, the Defendants affirmatively concealed their unlawful conduct which prevented Nebraska Plaintiffs from reasonably discovering the claim before the statute of limitations expired. As a

1 result, Defendants’ unlawful conduct was neither obvious nor discoverable during
2 the limitations period. This cause of action did not accrue until July 23, 2015 when
3 the Plaintiffs knew, or in the exercise of reasonable diligence, should have known
4 about the Defendants’ unlawful conduct.

5 472. Plaintiff and members of the Class were injured with respect to
6 purchases of Packaged Tuna in Nebraska and are entitled to all forms of relief,
7 including actual damages or liquidated damages in an amount which bears a
8 reasonable relation to the actual damages which have been sustained, as well as
9 reasonable attorneys’ fees, costs, and injunctive relief.

10 **FIFTEENTH CLAIM FOR RELIEF**

11 **Violation of the Nevada Unfair Trade Practices Act,**

12 **Nev. Rev. Stat. § 598A.010, *et seq.***

13 **(By Plaintiffs Nay Alidad and Nancy Stiller**

14 **On Behalf of the Nevada Class)**

15 473. Plaintiffs Nay Alidad and Nancy Stiller, on behalf of themselves and
16 the Nevada Class, repeat and reassert each of the allegations contained in
17 paragraphs 1 to 363 as if fully set forth herein.

18 474. The Nevada Unfair Trade Practice Act (“NUTPA”) states that “free,
19 open and competitive production and sale of commodities...is necessary to the
20 economic well-being of the citizens of the State of Nevada.” Nev. Rev. Stat. Ann.
21 § 598A.030(1).

22 475. The policy of NUTPA is to prohibit acts in restraint of trade or
23 commerce, to preserve and protect the free, open and competitive market, and to
24 penalize all persons engaged in anticompetitive practices. Nev. Rev. Stat. Ann. §
25 598A.030(2). Such acts include, inter alia, price fixing, division of markets,
26 allocation of customers, and monopolization of trade. Nev. Rev. Stat. Ann. §
27 598A.060.

28 476. Plaintiffs Nay Alidad and Nancy Stiller purchased Packaged Tuna

1 within the State of Nevada during the Class Period. But for Defendants’ conduct
2 set forth herein, the price per unit of Packaged Tuna would have been lower, in an
3 amount to be determined at trial.

4 477. Under Nevada law, indirect purchasers have standing to maintain an
5 action under NUTPA based on the facts alleged in this Complaint. Nev. Rev. Stat.
6 Ann. §598A.210(2).

7 478. Defendants fixed prices by agreeing to establish prices for Packaged
8 Tuna in Nevada, divided Nevada markets, allocated Nevada customers, and
9 monopolized or attempted monopolize trade or commerce of Packaged Tuna
10 within the intrastate commerce of Nevada, constituting a contract, combination or
11 conspiracy in restraint of trade in violation of Nev. Rev. Stat. Ann. § 598A, *et seq.*

12 479. Plaintiffs and members of the Class were injured with respect to
13 purchases of Packaged Tuna in Nevada in that at least thousands of sales of
14 Defendants’ Packaged Tuna took place in Nevada, purchased by Nevada
15 consumers at supra-competitive prices caused by Defendants’ conduct.

16 480. Defendants wrongfully concealed the facts alleged herein giving rise
17 to their unlawful conduct. Until July 23, 2015, the Nevada Plaintiffs did not
18 discover and could not have discovered by the exercise of reasonable diligence
19 Defendants’ unlawful conduct. Accordingly, Plaintiffs and members of the
20 Nevada Class are entitled to all forms of relief, including actual damages, treble
21 damages, reasonable attorneys’ fees, costs, and injunctive relief.

22 481. In accordance with the requirements of § 598A.210(3), simultaneous
23 notice of this action was mailed to the Nevada Attorney General by Plaintiffs Nay
24 Alidad and Nancy Stiller.

25 ///

26 ///

27 ///

28

SIXTEENTH CLAIM FOR RELIEF

**Violation of New Hampshire's Antitrust Statute,
N.H. Rev. Stat. Ann. tit. XXXI, § 356, *et seq.*
(By Plaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff,
On Behalf of the New Hampshire Class)**

1
2
3
4
5 482. Plaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff, on behalf of
6 themselves and the New Hampshire Class, repeats and reasserts each of the
7 allegations contained in paragraphs 1 to 363 as if fully set forth herein

8 483. Title XXXI of the New Hampshire Statutes generally governs trade
9 and commerce. Chapter 356 thereof governs combinations and monopolies and
10 prohibits restraints of trade. N.H. Rev. Stat. Ann. §§ 356:2, 3.

11 484. Plaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff purchased
12 Packaged Tuna within the State of New Hampshire during the Class Period. But
13 for Defendants' conduct set forth herein, the price per unit of Packaged Tuna
14 would have been lower, in an amount to be determined at trial.

15 485. Under New Hampshire law, indirect purchasers have standing to
16 maintain an action based on the facts alleged in this Complaint. N.H. Rev. Stat.
17 Ann. § 356:11(II).

18 486. Defendants fixed, controlled or maintained prices for Packaged Tuna,
19 allocated customers or markets for Packaged Tuna, and established, maintained or
20 used monopoly power, or attempted to, constituting a contract, combination or
21 conspiracy in restraint of trade in violation of N.H. Rev. Stat. Ann. § 356:1, *et seq.*

22 487. Defendants fraudulently concealed the essential facts alleged here
23 giving rise to their unlawful conduct. Until July 23, 2015, New Hampshire
24 Plaintiffs did not discover and could not have discovered in the exercise of
25 reasonable diligence either Defendants' unlawful conduct or the facts giving rise to
26 such conduct.

27 488. Plaintiffs and members of the Class were injured with respect to
28 purchases of Packaged Tuna in New Hampshire and are entitled to all forms of

1 relief, including actual damages sustained, treble damages for willful or flagrant
2 violations, reasonable attorneys' fees, costs, and injunctive relief.

3 **SEVENTEENTH CLAIM FOR RELIEF**

4 **Violation of the New Mexico Antitrust Act,**

5 **N.M. Stat. Ann. §§ 57-1-1, *et seq.***

6 **(By Plaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya On Behalf of
7 the New Mexico Class)**

8 489. Plaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya, on behalf
9 of himself and the New Mexico Class, repeats and reasserts each of the allegations
10 contained in paragraphs 1 to 363 as if fully set forth herein.

11 490. The New Mexico Antitrust Act aims to prohibit restraints of trade and
12 monopolistic practices. N.M. Stat. Ann. 57-1-15.

13 491. Plaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya purchased
14 Packaged Tuna within the State of New Mexico during the Class Period. But for
15 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
16 have been lower, in an amount to be determined at trial.

17 492. Under New Mexico law, indirect purchasers have standing to maintain
18 an action based on the facts alleged in this Complaint. N.M. Stat. Ann. § 57-1-3.

19 493. Defendants contracted, agreed, combined or conspired, and
20 monopolized or attempted to monopolize trade for Packaged Tuna within the
21 intrastate commerce of New Mexico, in violation of N.M. Stat. Ann. § 57-1-1, *et*
22 *seq.*

23 494. Defendants knew that their conduct was unlawful and wrongfully
24 concealed the facts alleged here giving rise to their unlawful conduct. Until July
25 23, 2015, New Mexico Plaintiffs did not know and could not have known in the
26 exercise of reasonable diligence either Defendants' unlawful conduct or the facts
27 giving rise to such conduct.

28 495. Plaintiffs and members of the Class were injured with respect to
purchases of Packaged Tuna in New Mexico and are entitled to all forms of relief,

1 including actual damages, treble damages, reasonable attorneys' fees, costs, and
2 injunctive relief.

3 **EIGHTEENTH CLAIM FOR RELIEF**

4 **Violation of Section 340 of the New York General Business Law**

5 **(By Plaintiffs Michael Buff, Jennifer A. Nelson, and**
6 **Nigel Warren On Behalf of the New York Class)**

7 496. Plaintiffs Michael Buff, Jennifer A. Nelson, and Nigel Warren, on
8 behalf of themselves and the New York Class, repeat and reassert each of the
9 allegations contained in paragraphs 1 to 363 as if fully set forth herein

10 497. Article 22 of the New York General Business Law general prohibits
11 monopolies and contracts or agreements in restraint of trade, with the policy of
12 encouraging competition or the free exercise of any activity in the conduct of any
13 business, trade or commerce in New York. N.Y. Gen. Bus. Law § 340(1).

14 498. Plaintiffs Michael Buff, Jennifer A. Nelson, and Nigel Warren
15 purchased Packaged Tuna within the State of New York during the Class Period.
16 But for Defendants' conduct set forth herein, the price per unit of Packaged Tuna
17 would have been lower, in an amount to be determined at trial.

18 499. Under New York law, indirect purchasers have standing to maintain
19 an action based on the facts alleged in this Complaint. N.Y. Gen. Bus. Law §
20 340(6).

21 500. Defendants established or maintained a monopoly within the intrastate
22 commerce of New York for the trade or commerce of Packaged Tuna and
23 restrained competition in the free exercise of the conduct of the business of
24 Packaged Tuna within the intrastate commerce of New York, in violation of N.Y.
25 Gen. Bus. Law § 340, *et seq.*

26 501. Defendants wrongfully concealed the facts alleged here giving rise to
27 their unlawful conduct and the New York Plaintiffs remained ignorant of such
28 unlawful conduct until July 23, 2015. Until July 23, 2015, the New York

1 Plaintiffs did not know, and could not have known, in the exercise of reasonable
2 diligence about Defendants' wrongful conduct.

3 502. Plaintiffs and members of the Class were injured with respect to
4 purchases of Packaged Tuna in New York and are entitled to all forms of relief,
5 including actual damages, treble damages, costs not exceeding \$10,000, and
6 reasonable attorneys' fees.

7 **NINETEENTH CLAIM FOR RELIEF**

8 **Violation of the North Carolina General Statutes,**

9 **N.C. Gen. Stat. § 75-1, *et seq.***

10 **(By Plaintiffs Corey Norris, Audra Rickman, and Amber Sartori
11 On Behalf of the North Carolina Class)**

12 503. Plaintiffs Corey Norris, Audra Rickman, and Amber Sartori, on behalf
13 of themselves and the North Carolina Class, repeat and reassert each of the
14 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

15 504. Defendants entered into a contract or combination in the form of trust
16 or otherwise, or conspiracy in restraint of trade or commerce in the Packaged Tuna
17 Market, a substantial part of which occurred within North Carolina.

18 505. Defendants established, maintained, or used a monopoly, or attempted
19 to establish a monopoly, of trade or commerce in the Packaged Tuna Market, for
20 the purpose of affecting competition or controlling, fixing, or maintaining prices, a
21 substantial part of which occurred within North Carolina.

22 506. Defendants' unlawful conduct substantially affected North Carolina's
23 trade and commerce.

24 507. As a direct and proximate cause of Defendants' unlawful conduct,
25 Plaintiffs and the members of the North Carolina Class have been injured in their
26 business or property and are threatened with further injury.

27 508. Defendants wrongfully concealed the facts alleged herein giving rise
28 to their unlawful conduct. Until July 23, 2015, the North Carolina Plaintiffs did
not know and could not have learned or discovered by the exercise of due care

1 about Defendants' unlawful conduct.

2 509. By reason of the foregoing, Plaintiffs and members of the North
3 Carolina Class are entitled to seek all forms of relief available, including treble
4 damages, under N.C. Gen. Stat. § 75-1, *et seq.*

5 **TWENTIETH CLAIM FOR RELIEF**
6 **Violation of the North Dakota Uniform State Antitrust Act,**
7 **N.D. Cent. Code § 51-08.1, *et seq.***
8 **(By Plaintiffs Tya Hughes and Bonnie Vander Laan**
9 **On Behalf of the North Dakota Class)**

10 510. Plaintiffs Tya Hughes and Bonnie Vander Laan, on behalf of
11 themselves and the North Dakota Class, repeat and reassert each of the allegations
12 contained in paragraphs 1 to 363 as if fully set forth herein.

13 511. The North Dakota Uniform State Antitrust Act generally prohibits
14 restraints on or monopolization of trade. N.D. Cent. Code § 51-08.1, *et seq.*

15 512. Plaintiffs Tya Hughes and Bonnie Vander Laan purchased Packaged
16 Tuna within the State of North Dakota during the Class Period. But for
17 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
18 have been lower, in an amount to be determined at trial.

19 513. Under the North Dakota Uniform State Antitrust Act, indirect
20 purchasers have standing to maintain an action based on the facts alleged in this
21 Complaint. N.D. Cent. Code § 51-08.1-08.

22 514. Defendants contracted, combined or conspired in restraint of, or to
23 monopolize trade or commerce in the market for Packaged Tuna, and established,
24 maintained, or used a monopoly, or attempted to do so, for the purposes of
25 excluding competition or controlling, fixing or maintaining prices for Packaged
26 Tuna, in violation of N.D. Cent. Code §§ 51-08.1-02, 03.

27 515. Defendants wrongfully concealed the facts alleged herein giving rise
28 to their unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs did not
discover and could not have discovered by exercise of reasonable diligence

1 Defendants' unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs had
2 neither actual nor constructive notice of the facts alleged herein giving rise to
3 Defendants' unlawful conduct.

4 516. Plaintiffs and members of the Class were injured with respect to
5 purchases in North Dakota and are entitled to all forms of relief, including actual
6 damages, treble damages for flagrant violations, costs, reasonable attorneys' fees,
7 and injunctive or other equitable relief.

8 **TWENTY-FIRST CLAIM FOR RELIEF**
9 **Violation of the Oregon Antitrust Law,**
10 **Or. Rev. Stat. § 646.705, *et seq.***
11 **(By Plaintiffs Danielle Johnson and Liza Milliner**
12 **On Behalf of the Oregon Class)**

13 517. Plaintiffs Danielle Johnson and Liza Milliner, on behalf of themselves
14 and the Oregon Class, repeat and reassert each of the allegations contained in
15 paragraphs 1 to 363 as if fully set forth herein.

16 518. Chapter 646 of the Oregon Revised Statutes generally governs
17 business and trade practices within Oregon. Sections 705 through 899 thereof
18 govern antitrust violations, with the policy to "encourage free and open
19 competition in the interest of the general welfare and economy of the state." Or.
20 Rev. Stat. § 646.715.

21 519. Plaintiffs Danielle Johnson and Liza Milliner purchased Packaged
22 Tuna within the State of Oregon during the Class Period. But for Defendants'
23 conduct set forth herein, the price per unit of Packaged Tuna would have been
24 lower, in an amount to be determined at trial.

25 520. Under Oregon law, indirect purchasers have standing under the
26 antitrust provisions of the Oregon Revised Statutes to maintain an action based on
27 the facts alleged in this Complaint. Or. Rev. Stat. § 646.780(1)(a).

28 521. Defendants contracted, combined, or conspired in restraint of trade or
commerce of Packaged Tuna, and monopolized or attempted to monopolize the

1 trade or commerce of Packaged Tuna, in violation of Or. Rev. Stat. § 646.705, *et*
2 *seq.*

3 522. Defendants wrongfully concealed the facts alleged herein giving rise
4 to their unlawful conduct. Until July 23, 2015, Oregon Plaintiffs did not discover
5 and could not have discovered with reasonable diligence either the facts alleged or
6 Defendants' unlawful conduct.

7 523. Plaintiffs and members of the Class were injured with respect to
8 purchases of Packaged Tuna within the intrastate commerce of Oregon, or
9 alternatively to interstate commerce involving actual or threatened injury to
10 persons located in Oregon, and are entitled to all forms of relief, including actual
11 damages, treble damages, reasonable attorneys' fees, expert witness fees and
12 investigative costs, and injunctive relief.

13 **TWENTY-SECOND CLAIM FOR RELIEF**

14 **Violation of the Rhode Island Antitrust Act**

15 **R.I. Gen. Laws § 6-36-1, *et seq.***

16 **(By Plaintiff Katherine McMahon and Elizabeth Perron On Behalf of the**
17 **Rhode Island Class)**

18 524. Plaintiffs Katherine McMahon and Elizabeth Perron, on behalf of
19 themselves and the Rhode Island Class, repeat and reassert each of the allegations
20 contained in paragraphs 1 to 363 as if fully set forth herein.

21 525. The Rhode Island Antitrust Act aims to promote the unhampered
22 growth of commerce and industry throughout Rhode Island by prohibiting
23 unreasonable restraints of trade and monopolistic practices that hamper, prevent or
24 decrease competition. R.I. Gen. Laws § 6-36-2(a)(2).

25 526. Plaintiffs Katherine McMahon and Elizabeth Perron purchased
26 Packaged Tuna within the State of Rhode Island during the Class Period. But for
27 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
28 have been lower, in an amount to be determined at trial.

527. Under the Rhode Island Antitrust Act, as of July 15, 2013, indirect

1 purchasers have standing to maintain an action based on the facts alleged in this
2 Complaint. R.I. Gen. Laws § 6-36-11(a). In Rhode Island, the claims of the
3 Plaintiff and the Class alleged herein run from July 15, 2013, through the date that
4 the effects of Defendants' anticompetitive conduct cease.

5 528. Defendants contracted, combined and conspired in restraint of trade of
6 Packaged Tuna within the intrastate commerce of Rhode Island, and established,
7 maintained or used, or attempted to establish, maintain or use, a monopoly in the
8 trade of Packaged Tuna for the purpose of excluding competition or controlling,
9 fixing or maintaining prices within the intrastate commerce of Rhode Island, in
10 violation of R.I. Gen. Laws § 6-36-1, *et seq.*

11 529. Defendants wrongfully concealed the facts alleged herein giving rise
12 to their unlawful conduct. Until July 23, 2015, Rhode Island Plaintiffs could not,
13 in the exercise of reasonable diligence, have discovered the alleged facts or
14 Defendants' wrongful conduct.

15 530. Plaintiff and members of the Class were injured with respect to
16 purchases of Packaged Tuna in Rhode Island and are entitled to all forms of relief,
17 including actual damages, treble damages, reasonable costs, reasonable attorneys'
18 fees, and injunctive relief.

19 **TWENTY-THIRD CLAIM FOR RELIEF**

20 **Violation of the South Dakota Antitrust Statute,**

21 **S.D. Codified Laws § 37-1-3.1, *et seq.***

22 **(By Plaintiff Casey Christensen On Behalf of the South Dakota Class)**

23 531. Plaintiff Casey Christensen, on behalf of herself and the South Dakota
24 Class, repeats and reasserts each of the allegations contained in paragraphs 1 to
25 363 as if fully set forth herein.

26 532. Chapter 37-1 of the South Dakota Codified Laws prohibits restraint of
27 trade, monopolies and discriminatory trade practices. S.D. Codified Laws §§ 37-1-
28 3.1, 3.2.

1 533. Plaintiff Casey Christensen purchased Packaged Tuna within the State
2 of South Dakota during the Class Period. But for Defendants’ conduct set forth
3 herein, the price per unit of Packaged Tuna would have been lower, in an amount
4 to be determined at trial.

5 534. Under South Dakota law, indirect purchasers have standing under the
6 antitrust provisions of the South Dakota Codified Laws to maintain an action based
7 on the facts alleged in this Complaint. S.D. Codified Laws § 37-1-33.

8 535. Defendants contracted, combined or conspired in restraint of trade or
9 commerce of Packaged Tuna within the intrastate commerce of South Dakota, and
10 monopolized or attempted to monopolize trade or commerce of Packaged Tuna
11 within the intrastate commerce of South Dakota, in violation of S.D. Codified
12 Laws § 37-1, *et seq.*

13 536. Defendants acted affirmatively to wrongfully conceal facts alleged
14 herein giving rise to their unlawful conduct. Until July 23, 2015, South Dakota
15 Plaintiffs had no actual or constructive notice of these concealed facts and did not
16 discover and could not have discovered with reasonable diligence Defendants’
17 unlawful conduct.

18 537. Plaintiff and members of the Class were injured with respect to
19 purchases of Packaged Tuna in South Dakota and are entitled to all forms of relief,
20 including actual damages, treble damages, taxable costs, reasonable attorneys’
21 fees, and injunctive or other equitable relief.

22 **TWENTY-FOURTH CLAIM FOR RELIEF**

23 **Violation of the Tennessee Trade Practices Act,**
24 **Tenn. Code Ann. § 47-25-101, *et seq.***

25 **(By Plaintiffs Kirsten Peck, John Psychal, and John Trent**
26 **On Behalf of the Tennessee Class)**

27 538. Plaintiffs Kirsten Peck, John Psychal, and John Trent, for themselves
28 and on behalf of the Tennessee Class, repeat and realleged each of the allegations
contained in paragraphs 1 to 363 as if fully set forth herein.

1 539. The Tennessee Trade Practices Act (“TTPA”) prohibits all
2 arrangements, contracts, agreements, trusts, or combinations that tend to advance,
3 reduce, or control the price or the cost of products to producers or consumers. The
4 TTPA prohibits arrangements that decrease competition or affect the prices of
5 goods even if those goods arrived in Tennessee through interstate commerce.

6 540. Plaintiffs Kirsten Peck, John Peychal, and John Trent purchased
7 Packaged Tuna within the State of Tennessee during the Class Period. But for
8 Defendants’ conduct set forth herein, the price per unit of Packaged Tuna would
9 have been lower, in an amount to be determined at trial.

10 541. Defendants contracted, combined, or conspired to restrain the trade or
11 commerce in the market for Packaged Tuna and their conduct substantially
12 affected commerce within the State of Tennessee, in violation of Tenn. Code Ann.
13 §§ 47-25-101, *et seq.*

14 542. Plaintiffs and members of the Class were injured with respect to
15 purchases of Packaged Tuna in that at least thousands of sales of Defendants’
16 Packaged Tuna took place in Tennessee, purchased by Tennessee consumers at
17 supra-competitive prices caused by Defendants’ conduct.

18 543. Under Tennessee law, indirect purchaser may bring an action under
19 the TTPA based on the facts alleged in this Complaint.

20 544. Defendants wrongfully and affirmatively concealed the facts alleged
21 herein giving rise to their unlawful conduct. Despite exercising due diligence,
22 Plaintiffs did not have information sufficient to alert a reasonable person of the
23 need to investigate the injury, and were not able to discover evidence of their
24 claims of Defendants’ unlawful conduct until July 23, 2015.

25 545. By reason of the foregoing, Plaintiffs and members of the Class are
26 entitled to all forms of relief available under Tenn. Code Ann. §§ 47-25-101, *et*
27 *seq.*, including the full consideration or sum paid for the Packaged Tuna, costs and
28 disbursements, reasonable attorneys’ fees, and injunctive relief necessary to

1 prevent and restrain violations thereof.

2 **TWENTY-FIFTH CLAIM FOR RELIEF**

3 **Violation of the Utah Antitrust Act,**

4 **Utah Code Ann. §§ 76-10-911, *et seq.***

5 **(By Plaintiffs Vivek Dravid and Tina Grant On Behalf of the Utah Class)**

6 546. Plaintiffs Vivek Dravid and Tina Grant, on behalf of themselves and
7 the Utah Class, repeat and reassert each of the allegations contained in paragraphs
8 1 to 363 as if fully set forth herein.

9 547. The Utah Antitrust Act aims to “encourage free and open competition
10 in the interest of the general welfare and economy of this state by prohibiting
11 monopolistic and unfair trade practices, combinations and conspiracies in restraint
12 of trade or commerce” Utah Code Ann. § 76-10-3102.

13 548. Plaintiffs Vivek Dravid and Tina Grant purchased Packaged Tuna
14 within the State of Utah during the Class Period. But for Defendants’ conduct set
15 forth herein, the price per unit of Packaged Tuna would have been lower, in an
16 amount to be determined at trial.

17 549. Under the Utah Antitrust Act, indirect purchasers who are either Utah
18 residents or Utah citizens have standing to maintain an action based on the facts
19 alleged in this Complaint. Utah Code Ann. § 76-10-3109(1)(a).

20 550. Defendants contracted, combined or conspired in restraint of trade or
21 commerce of Packaged Tuna, and monopolized or attempted to monopolize trade
22 or commerce of Packaged Tuna, in violation of Utah Code Ann. § 76-10-3101, *et*
23 *seq.*

24 551. Defendants wrongfully concealed the facts alleged herein giving rise
25 to their unlawful conduct. Until July 23, 2015, Utah Plaintiffs did not discover and
26 could not have reasonably discovered their claim.

27 552. Plaintiffs and members of the Class who are either Utah residents or
28 Utah citizens were injured with respect to purchases of Packaged Tuna in Utah and

1 are entitled to all forms of relief, including actual damages, treble damages, costs
2 of suit, reasonable attorneys' fees, and injunctive relief.

3 **TWENTY-SIXTH CLAIM FOR RELIEF**
4 **Violation of the West Virginia Antitrust Act,**
5 **W. Va. Code § 47-18-1, *et seq.***
6 **(By Plaintiffs Diana Mey and Jade Canterbury**
7 **On Behalf of the West Virginia Class)**

8 553. Plaintiffs Diana Mey and Jade Canterbury, on behalf of themselves
9 and the West Virginia Class, repeat and reassert each of the allegations contained
10 in paragraphs 1 to 363 as if fully set forth herein.

11 554. The violations of federal antitrust law set forth above also constitute
12 violations of section 47-18-1 of the West Virginia Code.

13 555. During the Class Period, Defendants and their co-conspirators
14 engaged in a continuing contract, combination or conspiracy in unreasonable
15 restraint of trade and commerce and other anticompetitive conduct alleged above in
16 violation of W. Va. Code § 47-18-1, *et seq.*

17 556. Defendants' anticompetitive acts described above were knowing,
18 willful and constitute violations or flagrant violations of the West Virginia
19 Antitrust Act.

20 557. Defendants wrongfully concealed the facts alleged herein giving rise
21 to their unlawful conduct. Until July 23, 2015, West Virginia Plaintiffs did not
22 discover and could not in the exercise of reasonable diligence have discovered the
23 alleged concealed facts or Defendants' wrongful conduct.

24 558. As a direct and proximate result of Defendants' unlawful conduct,
25 Plaintiffs and members of the West Virginia Class have been injured in their
26 business and property in that they paid more for Packaged Tuna than they
27 otherwise would have paid in the absence of Defendants' unlawful conduct. As a
28 result of Defendants' violation of Section 47-18-3 of the West Virginia Antitrust

1 Act, Plaintiff and members of the West Virginia Class seek treble damages and
2 their cost of suit, including reasonable attorneys' fees, pursuant to section 47-18-9
3 of the West Virginia Code.

4 **TWENTY-SEVENTH CLAIM FOR RELIEF**

5 **Violation of the Wisconsin Antitrust Act,**
6 **Wis. Stat. Ann. § 133.01(1), *et seq.***

7 **(By Plaintiffs Michael Juetten, Kathy Lingnofski, Julie Wiese,**
8 **and Daniel Zwirlein On Behalf of the Wisconsin Class)**

9 559. Plaintiffs Michael Juetten, Kathy Lingnofski, Julie Wiese, and Daniel
10 Zwirlein, on behalf of themselves and the Wisconsin Class, repeat and reassert
11 each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

12 560. Chapter 133 of the Wisconsin Statutes governs trust and monopolies,
13 with the intent "to safeguard the public against the creation or perpetuation of
14 monopolies and to foster and encourage competition by prohibiting unfair and
15 discriminatory business practices which destroy or hamper competition." Wis. Stat.
16 § 133.01.

17 561. Plaintiffs Michael Juetten, Kathy Lingnofski, Julie Wiese, and Daniel
18 Zwirlein purchased Packaged Tuna within the State of Wisconsin during the Class
19 Period. But for Defendants' conduct set forth herein, the price per unit of Packaged
20 Tuna would have been lower, in an amount to be determined at trial.

21 562. Under Wisconsin law, indirect purchasers have standing under the
22 antitrust provisions of the Wisconsin Statutes to maintain an action based on the
23 facts alleged in this Complaint. Wis. Stat. 133.18(a).

24 563. Defendants contracted, combined or conspired in restraint of trade or
25 commerce of Packaged Tuna, and monopolized or attempted to monopolize the
26 trade or commerce of Packaged Tuna, with the intention of injuring or destroying
27 competition therein, in violation of Wis. Stat. § 133.01, *et seq.*

28 564. Plaintiffs and members of the Class were injured with respect to

1 purchases of Packaged Tuna in Wisconsin in that the actions alleged herein
2 substantially affected the people of Wisconsin, with at least thousands of
3 consumers in Wisconsin paying substantially higher prices for Defendants'
4 Packaged Tuna in Wisconsin.

5 565. Defendants wrongfully concealed the facts alleged herein giving rise
6 to their unlawful conduct. Until July 23, 2015, Wisconsin Plaintiffs did not
7 discover and could not in the exercise of reasonable diligence have discovered
8 their injury or that Defendants' unlawful conduct likely caused such injury.

9 566. Accordingly, Plaintiffs and members of the Class are entitled to all
10 forms of relief, including actual damages, treble damages, costs and reasonable
11 attorneys' fees, and injunctive relief.

12 567. Defendants' and their co-conspirators' anticompetitive activities have
13 directly, foreseeably and proximately caused injury to Plaintiffs and members of
14 the Classes in the United States. Their injuries consist of: (1) being denied the
15 opportunity to purchase lower-priced Packaged Tuna from Defendants, and (2)
16 paying higher prices for Defendants' Packaged Tuna than they would have in the
17 absence of Defendants' conduct. These injuries are of the type of the laws of the
18 above States were designed to prevent, and flow from that which makes
19 Defendants' conduct unlawful.

20 568. Defendants are jointly and severally liable for all damages suffered by
21 Plaintiffs and Class members.

22 **VIOLATIONS OF STATE CONSUMER PROTECTION LAW**

23 **(Against All Defendants)**

24 569. The following Twenty-eight through Fifty-second Claims for Relief
25 are pleaded under the consumer protection or similar laws of each State or
26 jurisdiction identified below, on behalf of the indicated Class.

27
28

TWENTY-EIGHTH CLAIM FOR RELIEF
Violation of the Arkansas Deceptive Trade Practices Act,
Ark. Code Ann. § 4-88-101, *et seq.*

**(By Plaintiffs Kim Craig, Kathleen Garner, and Joseph A. Langston
On Behalf of the Arkansas Class)**

570. Plaintiffs Kim Craig, Kathleen Garner, and Joseph A. Langston, on behalf of themselves and the Arkansas Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

571. By reason of the conduct alleged herein, Defendants have violated Ark. Code Ann. § 4-88-101, *et seq.*

572. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Packaged Tuna market, a substantial part of which occurred within Arkansas.

573. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Relevant Markets, a substantial part of which occurred within Arkansas, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Packaged Tuna Market.

574. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of Arkansas.

575. Defendants' conduct misled consumers, withheld material facts, and resulted in material misrepresentations to Plaintiff and members of the Class.

576. Defendants' unlawful conduct substantially affected Arkansas's trade and commerce.

577. Defendants' conduct was willful.

578. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiffs and the members of the Arkansas Class have been injured in their business or property and are threatened with further injury.

1 579. Defendants wrongfully concealed the facts alleged herein giving rise
2 to their unlawful conduct. Until July 23, 2015, Arkansas Plaintiffs did not
3 discover, and could not in the exercise of reasonable diligence have discovered,
4 their injury or that Defendants' unlawful conduct likely caused such injury.

5 580. By reason of the foregoing, Plaintiffs and members of the Arkansas
6 Class are entitled to seek all forms of relief, including actual damages plus
7 reasonable attorney's fees under Ark. Code Ann. § 4-88-113.

8 **TWENTY-NINTH CLAIM FOR RELIEF**

9 **Violations of California's Unfair Competition Law**

10 **Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL")**

11 **(By Plaintiffs Mary Hudson, Tya Hughes, Amy Jackson, Michael Juetten,
12 Rick Musgrave, and John Pels On Behalf of the California Class)**

13 581. Plaintiffs Mary Hudson, Tya Hughes, Amy Jackson, Michael Juetten,
14 Rick Musgrave, and John Pels, for themselves and on behalf of the California
15 Class, repeat and reallege each of the allegations contained in paragraphs 1 to 363
16 as if fully set forth herein.

17 582. The violations of federal antitrust law set forth above also constitute
18 violations of section 17200, *et seq.* of California Business and Professions Code.

19 583. Defendants have engaged in unfair competition or unfair,
20 unconscionable, deceptive or fraudulent acts or practices in violation of the UCL
21 by engaging in the acts and practices specified above.

22 584. This claim is instituted pursuant to sections 17203 and 17204 of
23 California Business and Professions Code, to obtain restitution from these
24 Defendants for acts, as alleged herein, that violated the UCL.

25 585. The Defendants' conduct as alleged herein violated the UCL. The
26 acts, omissions, misrepresentations, practices and non-disclosures of Defendants,
27 as alleged herein, constituted a common, continuous, and continuing course of
28 conduct of unfair competition by means of unfair, unlawful, and/or fraudulent

1 business acts or practices within the meaning of the UCL, including, but not
2 limited to, the following: (1) the violations of Section 1 of the Sherman Act, as set
3 forth above; and (2) the violations of section 16720, *et seq.*, of California Business
4 and Professions Code, set forth above.

5 586. Defendants' acts, omissions, misrepresentations, practices, and non-
6 disclosures, as described above, whether or not in violation of section 16720, *et*
7 *seq.*, of California Business and Professions Code, and whether or not concerted or
8 independent acts, are otherwise unfair, unconscionable, unlawful or fraudulent.

9 587. Defendants wrongfully concealed the facts alleged herein giving rise
10 to their unlawful conduct preventing California Plaintiffs in the exercise of due
11 diligence from uncovering the unlawful conduct. The applicable statute of
12 limitations is tolled until July 23, 2015 until the Plaintiffs, by the exercise of
13 reasonable diligence, should have discovered it.

14 588. Plaintiffs and members of the California Class are entitled to full
15 restitution and/or disgorgement of all revenues, earnings, profits, compensation,
16 and benefits that may have been obtained by Defendants as a result of such
17 business acts or practices.

18 589. The illegal conduct alleged herein is continuing and there is no
19 indication that Defendants will not continue such activity into the future.

20 590. The unlawful and unfair business practices of Defendants, and each of
21 them, as described above, have caused and continue to cause Plaintiffs and the
22 members of the California Class to pay supra-competitive and artificially-inflated
23 prices for Packaged Tuna sold in the State of California. Plaintiffs and the
24 members of the California Class suffered injury in fact and lost money or property
25 as a result of such unfair competition.

26 591. As alleged in this Complaint, Defendants and their co-conspirators
27 have been unjustly enriched as a result of their wrongful conduct and by
28 Defendants' unfair competition. Plaintiffs and the members of the California Class

1 are accordingly entitled to equitable relief including restitution and/or
2 disgorgement of all revenues, earnings, profits, compensation, and benefits that
3 may have been obtained by Defendants as a result of such business practices,
4 pursuant to California Business and Professions Code sections 17203 and 17204.

5 **THIRTIETH CLAIM FOR RELIEF**

6 **Violation of the District of Columbia Consumer Protection Procedures Act,
7 D.C. Code § 28-3901, *et seq.***

8 **(By Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney,
9 and Andrew Gorman On Behalf of the District of Columbia Class)**

10 592. Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew
11 Gorman, on behalf of themselves and the District of Columbia Class, repeat and
12 reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth
13 herein.

14 593. Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew
15 Gorman and members of the District of Columbia Class purchased Packaged Tuna
16 for personal, family, or household purposes.

17 594. By reason of the conduct alleged herein, Defendants have violated
18 D.C. Code § 28-3901, *et seq.*

19 595. Defendants are “merchants” within the meaning of D.C. Code § 28-
20 3901(a)(3).

21 596. Defendants entered into a contract, combination, or conspiracy
22 between two or more persons in restraint of, or to monopolize, trade or commerce
23 in the Packaged Tuna market, a substantial part of which occurred within the
24 District of Columbia.

25 597. Defendants established, maintained, or used a monopoly, or attempted
26 to establish a monopoly, of trade or commerce in the Relevant Markets, a
27 substantial part of which occurred within the District of Columbia, for the purpose
28 of excluding competition or controlling, fixing, or maintaining prices in the
Packaged Tuna Market.

1 598. Defendants’ conduct was an unfair method of competition, and an
2 unfair or deceptive act or practice within the conduct of commerce within the
3 District of Columbia.

4 599. Defendants’ unlawful conduct substantially affected the District of
5 Columbia’s trade and commerce.

6 600. As a direct and proximate cause of Defendants’ unlawful conduct, the
7 Plaintiffs and members of the District of Columbia Class have been injured in their
8 business or property and are threatened with further injury.

9 601. Defendants wrongfully concealed the facts alleged herein giving rise
10 to the unlawful conduct by the affirmative actions described herein which were
11 designed to prevent the discovery of such unlawful conduct and the Plaintiffs in the
12 District of Columbia did not discover and could not discover the unlawful conduct
13 prior to July 23, 2015.

14 602. By reason of the foregoing, the Plaintiffs and members of the District
15 of Columbia Class are entitled to seek all forms of relief, including treble damages
16 or \$1500 per violation (whichever is greater) plus punitive damages, reasonable
17 attorney’s fees and costs under D.C. Code § 28-3901, *et seq.*

18 **THIRTY-FIRST CLAIM FOR RELIEF**

19 **Violation of the Florida Deceptive and Unfair Trade Practices Act,**
20 **Fla. Stat. § 501.201(2), *et seq.***

21 **(By Plaintiffs Barbara Blumstein, Edgardo Gutierrez, Zenda Johnston,**
22 **and Valerie Peters On Behalf of the Florida Class)**

23 603. Plaintiffs Barbara Blumstein, Edgardo Gutierrez, Zenda Johnston, and
24 Valerie Peters, for themselves and on behalf of the Florida Class, repeat and
25 reallege each of the allegations contained in paragraphs 1 to 363 as if fully set forth
26 herein.

27 604. The Florida Deceptive & Unfair Trade Practices Act, Florida Stat. §§
28 501.201, *et seq.* (the “FDUTPA”), generally prohibits “unfair methods of

1 competition, unconscionable acts or practices, and unfair or deceptive acts or
2 practices in the conduct of any trade or commerce,” including practices in restraint
3 of trade. Florida Stat. § 501.204(1).

4 605. The primary policy of the FDUTPA is “[t]o protect the consuming
5 public and legitimate business enterprises from those who engage in unfair
6 methods of competition, or unconscionable, deceptive, or unfair acts or practices in
7 the conduct of any trade or commerce.” Florida Stat. § 501.202(2).

8 606. A claim for damages under the FDUTPA has three elements: (1) a
9 prohibited practice; (2) causation; and (3) actual damages.

10 607. Under Florida law, indirect purchasers have standing to maintain an
11 action under the FDUTPA based on the facts alleged in this Complaint. Fla. Stat. §
12 501.211(a) (“...anyone aggrieved by a violation of this [statute] may bring an
13 action...”).

14 608. Plaintiffs Barbara Blumstein, Edgardo Gutierrez, Zenda Johnston, and
15 Valerie Peters purchased Packaged Tuna within the State of Florida during the
16 Class Period. But for Defendants’ conduct set forth herein, the price per unit of
17 Packaged Tuna would have been lower, in an amount to be determined at trial.

18 609. Defendants entered into a contract, combination or conspiracy
19 between two or more persons in restraint of, or to monopolize, trade or commerce
20 in the Packaged Tuna market, a substantial part of which occurred within Florida.

21 610. Defendants established, maintained or used a monopoly, or attempted
22 to establish a monopoly, of trade or commerce in the market for Packaged Tuna,
23 for the purpose of excluding competition or controlling, fixing or maintaining
24 prices in Florida at a level higher than the competitive market level, beginning at
25 least as early as 2000 and continuing through the date of this filing.

26 611. Accordingly, Defendants’ conduct was an unfair method of
27 competition, and an unfair or deceptive act or practice within the conduct of
28 commerce within the State of Florida.

1 612. Defendants' unlawful conduct substantially affected Florida's trade
2 and commerce.

3 613. As a direct and proximate cause of Defendants' unlawful conduct,
4 Plaintiffs and the members of the Florida Class have been injured in their business
5 or property by virtue of overcharges for Packaged Tuna and are threatened with
6 further injury.

7 614. Defendants wrongfully concealed the facts alleged herein giving rise
8 to their unlawful conduct. As alleged herein, until July 23, 2015, Defendants were
9 both successful in the concealment of their unlawful conduct and used fraudulent
10 means to achieve such concealment such that the Florida Plaintiffs could not
11 reasonably discover the claim under the circumstances to protect their interests
12 during the limitations period. As a result, this cause of action did not accrue until
13 July 23, 2015.

14 615. By reason of the foregoing, Plaintiffs and the members of the Florida
15 Class are entitled to seek all forms of relief, including injunctive relief pursuant to
16 Florida Stat. §501.208 and declaratory judgment, actual damages, reasonable
17 attorneys' fees and costs pursuant to Florida Stat. § 501.211.

18
19 **THIRTY-SECOND CLAIM FOR RELIEF**
20 **Violation of Hawaii Unfair and Deceptive Trade Practices Act**
21 **Haw. Rev. Stat. § 480-2**
22 **(By Plaintiff Gloria Emery On Behalf of the Hawaii Class)**

23 616. Plaintiff Gloria Emery, for herself and on behalf of the Hawaii Class,
24 repeats and realleges each of the allegations contained in paragraphs 1 to 363 as if
25 fully set forth herein.

26 617. Plaintiff Gloria Emery and members of the Hawaii Class purchased
27 Packaged Tuna for personal, family, or household purposes.

28 618. By reason of the conduct alleged herein, Defendants have violated in

1 violation of Haw. Rev. Stat. § 480-2.

2 619. Defendants have engaged in “unfair competition or unfair or
3 deceptive acts or practices” within the meaning of Haw. Rev. Stat. § 480-2, with
4 the intent to injure competitors and consumers through supra-competitive profits.

5 620. During the Class Period, Defendants’ unlawful conduct substantially
6 affected Hawaii commerce and consumers.

7 621. Defendants fraudulently concealed their price-fixing conspiracy and
8 withheld material facts regarding the true cause of price increases. Defendants’
9 conduct had the capacity to deceive consumers and misled consumers into
10 believing that increased prices were caused by non-conspiratorial circumstances.

11 622. Defendants’ unlawful conduct substantially affected Hawaii’s trade
12 and commerce.

13 623. As a direct and proximate cause of Defendants’ unlawful conduct,
14 Plaintiff and members of the Hawaii Class have been injured and are threatened
15 with further injury.

16 624. Defendants’ continued violations of the law comprise a repeated
17 pattern and course of conduct that provide an exception to the applicable statute of
18 limitations. Defendants also affirmatively misled Plaintiff by wrongfully
19 concealing the facts alleged herein giving rise to the unlawful conduct. Plaintiff
20 had neither actual nor constructive knowledge of the facts giving rise to her claims
21 until July 23, 2015, and exercised due diligence in attempting to discover such
22 facts.

23 625. By reason of the foregoing, Plaintiff and members of the Hawaii Class
24 are entitled to seek all forms of relief available under Haw. Rev. Stat. §§ 480, *et*
25 *seq.*

26 626. Concurrent with the filing of this complaint, Plaintiff and her counsel
27 have served required materials upon the Hawaii Attorney General pursuant to
28 H.R.S. § 480-13.3.

THIRTY-THIRD CLAIM FOR RELIEF

**Violation of the Illinois Consumer Fraud and
Deceptive Business Practices Act,
815 Ill. Comp. Stat. Ann. 505/10a, *et seq.***

(By Plaintiffs Sally Bredberg, Elizabeth Davis-Berg, and Amy Joseph)

1
2
3
4
5 627. Plaintiffs Sally Bredberg, Elizabeth Davis-Berg, and Amy Joseph
6 repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if
7 fully set forth herein

8 628. By reason of the conduct alleged herein, Defendants have violated
9 740 Ill. Comp. Stat. Ann. 10/3(1), *et seq.*

10 629. Defendants entered into a contract, combination, or conspiracy
11 between two or more persons in restraint of, or to monopolize, trade or commerce
12 in the Packaged Tuna market, a substantial part of which occurred within Illinois.

13 630. Defendants established, maintained, or used a monopoly, or attempted
14 to establish a monopoly, of trade or commerce in the Relevant Markets, a
15 substantial part of which occurred within Illinois, for the purpose of excluding
16 competition or controlling, fixing, or maintaining prices in the Packaged Tuna
17 Market.

18 631. Defendants' conduct was unfair, unconscionable, or deceptive within
19 the conduct of commerce within the State of Illinois.

20 632. Defendants' conduct misled consumers, withheld material facts, and
21 resulted in material misrepresentations to Plaintiffs.

22 633. Defendants' unlawful conduct substantially affected Illinois's trade
23 and commerce.

24 634. As a direct and proximate cause of Defendants' unlawful conduct, the
25 Plaintiffs have been injured in their business or property and are threatened with
26 further injury.

27 635. Defendants wrongfully concealed the facts alleged herein giving rise
28 to the unlawful conduct by the affirmative acts described herein with the intent to

1 deceive the Plaintiffs. Plaintiffs did not know and could not have known about
2 Defendants' unlawful conduct until July 23, 2015.

3 636. By reason of the foregoing, Plaintiffs are entitled to seek all forms of
4 relief, including actual damages or any other relief the Court deems proper under
5 815 Ill. Comp. Stat. Ann. 505/10a, *et seq.*

6 **THIRTY-FOURTH CLAIM FOR RELIEF**

7 **Violation of the Massachusetts Consumer Protection Act,**

8 **Mass. Gen. Laws ch. 93A § 1, *et seq.***

9 **(By Plaintiffs Scott Caldwell, Sundé Daniels, and Elizabeth Perron**

10 **On Behalf of the Massachusetts Class)**

11 637. Plaintiffs Scott Caldwell, Sundé Daniels, and Elizabeth Perron, on
12 behalf of themselves and the Massachusetts Class, repeat and reassert each of the
13 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

14 638. By reason of the conduct alleged herein, Defendants have violated the
15 Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A § 2, *et seq.*

16 639. Plaintiffs Scott Caldwell, Sundé Daniels, and Elizabeth Perron
17 purchased Packaged Tuna within the State of Massachusetts during the Class
18 Period. But for Defendants' conduct set forth herein, the price per unit of Packaged
19 Tuna would have been lower, in an amount to be determined at trial.

20 640. Defendants entered into a contract, combination, or conspiracy
21 between two or more persons in restraint of, or to monopolize, trade or commerce
22 in the Packaged Tuna market, a substantial part of which occurred within
23 Massachusetts.

24 641. Defendant established, maintained, or used a monopoly, or attempted
25 to establish a monopoly, of trade or commerce in the market for Packaged Tuna, a
26 substantial part of which occurred within Massachusetts, for the purpose of
27 excluding competition or controlling, fixing, or maintaining prices in the Packaged
28 Tuna market.

642. Defendants' conduct was an unfair method of competition, and an

1 unfair or deceptive act or practice within the conduct of commerce within the State
2 of Massachusetts.

3 643. Defendants' unlawful conduct substantially affected Massachusetts'
4 trade and commerce.

5 644. As a direct and proximate cause of Defendants' unlawful conduct, the
6 Plaintiffs and the members of the Massachusetts Class have been injured in their
7 business or property and are threatened with further injury.

8 645. By reason of the foregoing, the Plaintiffs and the Massachusetts Class
9 are entitled to seek all forms of relief, including up to treble damages and
10 reasonable attorney's fees and costs under Mass. Gen. Laws ch. 93A § 9.

11 646. Pursuant to Mass. Gen. Laws ch. 93A § 9, Plaintiff Caldwell mailed to
12 all Defendants on August 31, 2015, via certified mail, return receipt requested,
13 Demand for Payment Letters which explained the unfair acts, the injury suffered,
14 and requested relief from the Defendants. Plaintiff Caldwell has received a
15 response to these letters from Defendant StarKist, but was unable to come to any
16 agreement with StarKist. Plaintiff Caldwell has received no response from the
17 other Defendants.

18 647. Defendants wrongfully concealed the facts alleged herein giving rise
19 to their unlawful conduct. Until July 23, 2015, Defendants concealed the existence
20 of their unlawful conduct through the affirmative actions alleged herein with an
21 intent to deceive the Massachusetts Plaintiffs and Class as to the nature of their
22 actions. Plaintiffs did not know and reasonably could not have known the facts
23 alleged giving rise to Defendants' unlawful conduct. As a result, this cause of
24 action did not accrue until July 23, 2015.

25 648. Pursuant to Mass. Gen. Laws ch. 93A § 9, Plaintiff Daniels mailed to
26 all Defendants on September 3, 2015, and again on October 2, 2015, via certified
27 mail, return receipt requested, Demand for Payment Letters which explained the
28 unfair acts, the injury suffered, and requested relief from the Defendants. Plaintiff

1 Daniels has received a response to these letters from Defendant StarKist, but was
2 unable to come to any agreement with StarKist. Plaintiff Daniels has received no
3 response from the other Defendants.

4 **THIRTY-FIFTH CLAIM FOR RELIEF**

5 **Violation of the Michigan Consumer Protection Act**

6 **Mich. Comp. Laws Ann. § 445.901, *et seq.***

7 **(By Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson**

8 **On Behalf of the Michigan Class)**

9 649. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson, on
10 behalf of themselves and the Michigan Class, repeat and reassert each of the
11 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

12 650. By reason of the conduct alleged herein, Defendants have violated
13 Mich. Comp. Laws Ann. § 445.901, *et seq.*

14 651. Defendants have entered into a contract, combination, or conspiracy
15 between two or more persons in restraint of, or to monopolize, trade or commerce
16 in the Packaged Tuna Market, a substantial part of which occurred within
17 Michigan.

18 652. Defendants established, maintained, or used a monopoly, or attempted
19 to establish a monopoly, of trade or commerce in the Packaged Market, for the
20 purpose of excluding or limiting competition or controlling or maintaining prices, a
21 substantial part of which occurred within Michigan.

22 653. Defendants' conduct was conducted with the intent to deceive
23 Michigan consumers regarding the nature of Defendants' actions within the stream
24 of Michigan commerce.

25 654. Defendants' conduct was unfair, unconscionable, or deceptive within
26 the conduct of commerce within the State of Michigan.

27 655. Defendants' conduct misled consumers, withheld material facts, and
28 took advantage of Plaintiffs and Class members' inability to protect themselves.

656. Defendants' unlawful conduct substantially affected Michigan's trade

1 and commerce.

2 657. As a direct and proximate cause of Defendants' unlawful conduct, the
3 Plaintiffs and members of the Michigan Class have been injured in their business
4 or property and are threatened with further injury.

5 658. Defendants wrongfully concealed the facts alleged herein giving rise
6 to the unlawful conduct and through their affirmative arrangements and
7 contrivances preventing discovery of such unlawful conduct until July 23, 2015.

8 659. By reason of the foregoing, the Plaintiffs and the Michigan Class are
9 entitled to seek all forms of relief available under Mich. Comp. Laws Ann. §
10 445.911.

11 **THIRTY-SIXTH CLAIM FOR RELIEF**
12 **Violation of the Minnesota Consumer Fraud Act,**
13 **Minn. Stat. § 325F.68, *et seq.***
14 **(By Plaintiffs Laura Childs and Katherine Larson**
15 **On Behalf of the Minnesota Class)**

16 660. Plaintiffs Laura Childs and Katherine Larson, on behalf of themselves
17 and the Minnesota Class, repeat and reassert each of the allegations contained in
18 paragraphs 1 to 363 as if fully set forth herein.

19 661. By reason of the conduct alleged herein, Defendants have violated
20 Minn. Stat. § 325F.68, *et seq.*

21 662. Defendants engaged in a deceptive trade practice with the intent to
22 injure competitors and consumers through supra-competitive profits.

23 663. Defendants established, maintained, or used a monopoly, or attempted
24 to establish a monopoly, of trade or commerce in the Packaged Tuna Market, a
25 substantial part of which occurred within Minnesota, for the purpose of controlling,
26 fixing, or maintaining prices in the Packaged Seafood Market.

27 664. Defendants' conduct was unfair, unconscionable, or deceptive within
28 the conduct of commerce within the State of Minnesota.

665. Defendants' conduct, specifically in the form of fraudulent

1 concealment of their horizontal agreement, created a fraudulent or deceptive act or
2 practice committed by a supplier in connection with a consumer transaction.

3 666. Defendants' unlawful conduct substantially affected Minnesota's
4 trade and commerce.

5 667. Defendants' conduct was willful.

6 668. As a direct and proximate cause of Defendants' unlawful conduct, the
7 Plaintiffs and the members of the Minnesota Class have been injured in their
8 business or property and are threatened with further injury.

9 669. Defendants wrongfully concealed the facts alleged herein giving rise
10 to the unlawful conduct through the fraudulent and intentional acts described
11 herein and Minnesota Plaintiffs could not have reasonable discovered the
12 concealment of Defendants' unlawful conduct until July 23, 2015.

13 670. By reason of the foregoing, the Plaintiffs and the members of the
14 Minnesota Class are entitled to seek all forms of relief, including damages,
15 reasonable attorneys' fees and costs under Minn. Stat. § 325F.68, *et seq.* and
16 applicable case law.

17 **THIRTY-SEVENTH CLAIM FOR RELIEF**

18 **Violation of the Missouri Merchandising Practices Act,**

19 **Mo. Ann. Stat. § 407.010, *et seq.***

20 **(By Plaintiffs John Frick, Steven Kratky, Amber Sartori, and**
21 **Rebecca Lee Simoens On Behalf of the Missouri Class)**

22 671. Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee
23 Simoens on behalf of themselves and the Missouri Class, repeat and reassert each
24 of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

25 672. Plaintiffs and members of the Missouri Class purchased Packaged
26 Tuna during the Class Period for personal, family, or household purposes.

27 673. By reason of the conduct alleged herein, Defendants have violated
28 Missouri's Merchandising Practices Act (the "MMPA"), specifically Mo. Rev.

1 Stat. § 407.020, which prohibits “the act, use or employment by any person of any
2 deception, fraud, false pretense, false promise, misrepresentation, unfair practice or
3 the concealment, suppression, or omission of any material fact in connection with
4 the sale or advertisement of any merchandise in trade or commerce”

5 674. Defendants have entered into a contract, combination, or conspiracy
6 between two or more persons in restraint of, or to monopolize, trade or commerce
7 in the Packaged Tuna Market, a part of which occurred within Missouri.

8 675. Defendants established, maintained, or used a monopoly, or attempted
9 to establish a monopoly, of trade or commerce in the Packaged Tuna Market, for
10 the purpose of excluding or limiting competition or controlling or maintaining
11 prices, a part of which occurred within Missouri.

12 676. Defendants engaged in a deceptive trade practice with the intent to
13 injure competitors and consumers through supra-competitive profits.

14 677. Defendants concealed, suppressed, and omitted to disclose material
15 facts to Plaintiff and the members of the Missouri Class concerning Defendants’
16 unlawful activities. The concealed, suppressed, and omitted facts would have been
17 important to Plaintiffs and the members of the Missouri Class as they relate to the
18 cost of Packaged Tuna they purchased.

19 678. Defendants misrepresented the real cause of prices increases and/or
20 the absence of price reductions in Packaged Tuna by making public statements that
21 were not in accord with the facts.

22 679. Defendants’ statements and conduct concerning the price of Packaged
23 Tuna were deceptive as they had the tendency or capacity to mislead Plaintiff and
24 the members of the Missouri Class to believe that they were purchasing Packaged
25 Tuna at prices established by a free and fair market.

26 680. Defendants’ unlawful conduct substantially affected Missouri
27 commerce.

28 681. As a direct and proximate cause of Defendants’ unlawful conduct,

1 Plaintiffs and members of the Missouri Class suffered ascertainable loss of money
2 or property.

3 682. Defendants wrongfully concealed the facts alleged herein giving rise
4 to their unlawful conduct. As alleged herein, until July 23, 2015, Defendants
5 affirmatively and successfully concealed their unlawful conduct which prevented
6 the Missouri Plaintiffs and the Class from discovering Defendants' unlawful
7 conduct. As a result of this fraudulent concealment, this cause of action did not
8 accrue until July 23, 2015.

9 683. Accordingly, Plaintiffs and members of the Missouri Class seek all
10 relief available under the MMPA, specifically Mo. Rev. Stat. § 407.020, as further
11 interpreted by Title 15 of the Missouri Code of State Regulations, 15 CSR 60-
12 7.010, *et seq.*, 15 CSR 60-8.010, *et seq.*, and 15 CSR 60-9.010, *et seq.*, and Mo.
13 Rev. Stat. § 407.025 which provides for the relief sought in this count.

14 **THIRTY-EIGHTH CLAIM FOR RELIEF**

15 **Violation of the Nebraska Consumer Protection Act,**

16 **Neb. Rev. Stat. § 59-1602, *et seq.***

17 **(By Plaintiffs Melissa Bowman and Barbara Buening**

18 **On Behalf of the Nebraska Class)**

19 684. Plaintiffs Melissa Bowman and Barbara Buening, on behalf of
20 themselves and the Nebraska Class, repeat and reassert each of the allegations
21 contained in paragraphs 1 to 363 as if fully set forth herein.

22 685. By reason of the conduct alleged herein, Defendants have violated
23 Neb. Rev. Stat. § 59-1602, *et seq.*

24 686. Defendants have entered into a contract, combination, or conspiracy
25 between two or more persons in restraint of, or to monopolize, trade or commerce
26 in the Packaged Tuna Market, a substantial part of which occurred within
27 Nebraska.

28 687. Defendants established, maintained, or used a monopoly, or attempted
to establish a monopoly, of trade or commerce in the Packaged Tuna Market, for

1 the purpose of excluding or limiting competition or controlling or maintaining
2 prices, a substantial part of which occurred within Nebraska.

3 688. Defendants' conduct was conducted with the intent to deceive
4 Nebraska consumers regarding the nature of Defendants' actions within the stream
5 of Nebraska commerce.

6 689. Defendants' conduct was unfair, unconscionable, or deceptive within
7 the conduct of commerce within the State of Nebraska.

8 690. Defendants' conduct misled consumers, withheld material facts, and
9 had a direct or indirect impact upon Plaintiffs and Class members' ability to protect
10 themselves.

11 691. Defendants' unlawful conduct substantially affected Nebraska's trade
12 and commerce.

13 692. As a direct and proximate cause of Defendants' unlawful conduct, the
14 Plaintiff and the members of the Nebraska Class have been injured in their
15 business or property and are threatened with further injury.

16 693. Defendants wrongfully concealed the facts alleged herein giving rise
17 to their unlawful conduct. As alleged herein, the Defendants affirmatively
18 concealed their unlawful conduct which prevented Nebraska Plaintiffs from
19 reasonably discovering the claim before the statute of limitations expired. As a
20 result, Defendants' unlawful conduct was neither obvious nor discoverable during
21 the limitations period. This cause of action did not accrue until July 23, 2015 when
22 the Plaintiffs knew, or in the exercise of reasonable diligence, should have known
23 about the Defendants' unlawful conduct.

24 694. By reason of the foregoing, Plaintiff and members of the Nebraska
25 Class are entitled to seek all forms of relief available under Neb. Rev. Stat. § 59-
26 1614.

27 ///

28 ///

THIRTY-NINTH CLAIM FOR RELIEF

Violation of the Nevada Deceptive Trade Practices Act,

Nev. Rev. Stat. § 598.0903, *et seq.*

(By Plaintiffs Nay Alidad and Nancy Stiller

On Behalf of the Nevada Class)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

695. Plaintiffs Nay Alidad and Nancy Stiller, on behalf of themselves and the Nevada Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

696. By reason of the conduct alleged herein, Defendants have violated Nev. Rev. Stat. § 598.0903, *et seq.*

697. Defendants engaged in a deceptive trade practice with the intent to injure competitors and to substantially lessen competition.

698. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Packaged Tuna Market, a substantial part of which occurred within Nevada, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Packaged Tuna Market.

699. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of Nevada.

700. Defendants' conduct amounted to a fraudulent act or practice committed by a supplier in connection with a consumer transaction.

701. Defendants' unlawful conduct substantially affected Nevada's trade and commerce.

702. Defendants' conduct was willful.

703. As a direct and proximate cause of Defendants' unlawful conduct, the members of the Nevada Class have been injured in their business or property and are threatened with further injury.

704. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct. Until July 23, 2015, the Nevada Plaintiffs did not

1 discover and could not have discovered by the exercise of reasonable diligence
2 Defendants' unlawful conduct.

3 705. By reason of the foregoing, the Nevada Class is entitled to seek all
4 forms of relief, including damages, reasonable attorneys' fees and costs, and a civil
5 penalty of up to \$5,000 per violation under Nev. Rev. Stat. § 598.0993.

6 **FORTIETH CLAIM FOR RELIEF**
7 **Violation of the New Hampshire Consumer Protection Act,**
8 **N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, *et seq.*,**
9 **(By Plaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff**
10 **On Behalf of the New Hampshire Class)**

11 706. Plaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff, on behalf of
12 themselves and the New Hampshire Class, repeat and reassert each of the
13 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

14 707. By reason of the conduct alleged herein, Defendants have violated
15 N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, *et seq.*

16 708. Defendants have entered into a contract, combination, or conspiracy
17 between two or more persons in restraint of, or to monopolize, trade or commerce
18 in the Packaged Tuna Market, a substantial part of which occurred within New
19 Hampshire.

20 709. Defendants established, maintained, or used a monopoly, or attempted
21 to establish a monopoly, of trade or commerce in the Packaged Tuna Market, for
22 the purpose of excluding or limiting competition or controlling or maintaining
23 prices, a substantial part of which occurred within New Hampshire.

24 710. Defendants' conduct was conducted with the intent to deceive New
25 Hampshire consumers regarding the nature of Defendants' actions within the
26 stream of New Hampshire commerce.

27 711. Defendants' conduct was unfair or deceptive within the conduct of
28 commerce within the State of New Hampshire.

712. Defendants' conduct was willful and knowing.

1 713. Defendants' conduct misled consumers, withheld material facts, and
2 had a direct or indirect impact upon Plaintiff and Class members' ability to protect
3 themselves.

4 714. Defendants' unlawful conduct substantially affected New
5 Hampshire's trade and commerce.

6 715. As a direct and proximate cause of Defendants' unlawful conduct, the
7 Plaintiffs and the members of the New Hampshire Class have been injured in their
8 business or property and are threatened with further injury.

9 716. Defendants fraudulently concealed the essential facts alleged here
10 giving rise to their unlawful conduct. Until July 23, 2015, New Hampshire
11 Plaintiffs did not discover and could not have discovered in the exercise of
12 reasonable diligence either Defendants' unlawful conduct or the facts giving rise to
13 such conduct.

14 717. By reason of the foregoing, the Plaintiffs and the members of the New
15 Hampshire Class are entitled to seek all forms of relief available under N.H. Rev.
16 Stat. Ann. tit. XXXI, §§ 358-A:10 and 358-A:10-a.

17 **FORTY-FIRST CLAIM FOR RELIEF**

18 **Violation of the New Mexico Unfair Practices Act,**

19 **N.M. Stat. Ann. §§ 57-12-3, *et seq.***

20 **(By Plaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya**

21 **On Behalf of the New Mexico Class)**

22 718. Plaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya, by
23 themselves and on behalf of the New Mexico Class, repeat and reassert each of the
24 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

25 719. By reason of the conduct alleged herein, Defendants have violated
26 N.M. Stat. Ann. §§ 57-12-3, *et seq.*

27 720. Defendants entered into a contract, combination, or conspiracy
28 between two or more persons in restraint of, or to monopolize, trade or commerce
in the Packaged Tuna market, a substantial part of which occurred within New

1 Mexico.

2 721. Defendants established, maintained, or used a monopoly, or attempted
3 to establish a monopoly, of trade or commerce in the Relevant Markets, a
4 substantial part of which occurred within New Mexico, for the purpose of
5 excluding competition or controlling, fixing, or maintaining prices in the Packaged
6 Tuna Market.

7 722. Defendants' conduct was unfair, unconscionable, or deceptive within
8 the conduct of commerce within the State of New Mexico.

9 723. Defendants' conduct misled consumers, withheld material facts, and
10 resulted in material misrepresentations to Plaintiff and members of the Class.

11 724. Defendants' unlawful conduct substantially affected New Mexico's
12 trade and commerce.

13 725. Defendants' conduct constituted "unconscionable trade practices" in
14 that such conduct, inter alia, resulted in a gross disparity between the value
15 received by the New Mexico class members and the price paid by them for
16 Packaged Tuna as set forth in N.M. Stat. Ann. § 57-12-2E.

17 726. Defendants' conduct was willful.

18 727. As a direct and proximate cause of Defendants' unlawful conduct, the
19 Plaintiffs and the members of the New Mexico Class have been injured in their
20 business or property and are threatened with further injury.

21 728. Defendants knew that their conduct was unlawful and wrongfully
22 concealed the facts alleged here giving rise to their unlawful conduct. Until July
23 23, 2015, New Mexico Plaintiffs did not know and could not have known in the
24 exercise of reasonable diligence either Defendants' unlawful conduct or the facts
25 giving rise to such conduct.

26 729. By reason of the foregoing, Plaintiffs and members of the New
27 Mexico Class are entitled to seek all forms of relief, including actual damages or
28 up to \$300 per violation, whichever is greater, plus reasonable attorney's fees

1 under N.M. Stat. Ann. §§ 57-12-10.

2 **FORTY-SECOND CLAIM FOR RELIEF**

3 **Violation of the North Carolina Unfair Trade and Business Practices Act,**

4 **N.C. Gen. Stat. § 75-1.1, *et seq.***

5 **(By Plaintiffs Corey Norris, Audra Rickman, and Amber Sartori**

6 **On Behalf of the North Carolina Class)**

7 730. Plaintiffs Corey Norris, Audra Rickman, and Amber Sartori, on behalf
8 of themselves and the North Carolina Class, repeat and reassert each of the
9 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

10 731. By reason of the conduct alleged herein, Defendants have violated
11 N.C. Gen. Stat. § 75-1.1, *et seq.*

12 732. Defendants entered into a contract, combination, or conspiracy in
13 restraint of, or to monopolize, trade or commerce in the Packaged Tuna Market, a
14 substantial part of which occurred within North Carolina.

15 733. Defendants' conduct was unfair, unconscionable, or deceptive within
16 the conduct of commerce within the State of North Carolina.

17 734. Defendants' trade practices are and have been immoral, unethical,
18 unscrupulous, and substantially injurious to consumers.

19 735. Defendants' conduct misled consumers, withheld material facts, and
20 resulted in material misrepresentations to Plaintiff and members of the Class.

21 736. Defendants' unlawful conduct substantially affected North Carolina's
22 trade and commerce.

23 737. Defendants' conduct constitutes consumer-oriented deceptive acts or
24 practices within the meaning of North Carolina law, which resulted in consumer
25 injury and broad adverse impact on the public at large, and harmed the public
26 interest of North Carolina consumers in an honest marketplace in which economic
27 activity is conducted in a competitive manner.

28 738. As a direct and proximate cause of Defendants' unlawful conduct, the

1 Plaintiffs and the members of the North Carolina Class have been injured in their
2 business or property and are threatened with further injury.

3 739. Defendants wrongfully concealed the facts alleged herein giving rise
4 to their unlawful conduct. Until July 23, 2015, the North Carolina Plaintiffs did
5 not know and could not have learned or discovered by the exercise of due care
6 about Defendants' unlawful conduct.

7 740. By reason of the foregoing, the Plaintiffs and the members of the
8 North Carolina Class are entitled to seek all forms of relief, including treble
9 damages under N.C. Gen. Stat. § 75-16.

10 **FORTY-THIRD CLAIM FOR RELIEF**

11 **Violation of the North Dakota Unfair Trade Practices Law,**
12 **N.D. Cent. Code § 51-10, *et seq.***

13 **(By Plaintiffs Tya Hughes and Bonnie Vander Laan**
14 **On Behalf of the North Dakota Class)**

15 741. Plaintiffs Tya Hughes and Bonnie Vander Laan, on behalf of
16 themselves and the North Dakota Class, repeat and reassert each of the allegations
17 contained in paragraphs 1 to 363 as if fully set forth herein.

18 742. By reason of the conduct alleged herein, Defendants have violated
19 N.D. Cent. Code § 51-10-01, *et seq.*

20 743. Defendants engaged in a deceptive trade practice with the intent to
21 injure competitors and consumers through supra-competitive profits.

22 744. Defendants established, maintained, or used a monopoly, or attempted
23 to establish a monopoly, of trade or commerce in the Packaged Tuna Market, a
24 substantial part of which occurred within North Dakota, for the purpose of
25 controlling, fixing, or maintaining prices in the Packaged Tuna Market.

26 745. Defendants' conduct was unfair, unconscionable, or deceptive within
27 the conduct of commerce within the State of North Dakota.

28 746. Defendants' conduct amounted to a fraudulent or deceptive act or
practice committed by a supplier in connection with a consumer transaction.

1 747. Defendants' unlawful conduct substantially affected North Dakota's
2 trade and commerce.

3 748. Defendants' conduct was willful.

4 749. Defendants wrongfully concealed the facts alleged herein giving rise
5 to their unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs did not
6 discover and could not have discovered by exercise of reasonable diligence
7 Defendants' unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs had
8 neither actual nor constructive notice of the facts alleged herein giving rise to
9 Defendants' unlawful conduct.

10 750. As a direct and proximate cause of Defendants' unlawful conduct, the
11 Plaintiff and the members of the North Dakota Class have been injured in their
12 business or property and are threatened with further injury.

13 751. By reason of the foregoing, the Plaintiffs and the members of the
14 North Dakota Class are entitled to seek all forms of relief, including damages and
15 injunctive relief under N.D. Cent. Code § 51-10-06.

16 **FORTY-FOURTH CLAIM FOR RELIEF**
17 **Violation of the Oregon Unlawful Trade Practices Act,**
18 **Or. Rev. Stat. § 646.605, *et seq.***
19 **(By Plaintiffs Danielle Johnson and Liza Milliner**
20 **On Behalf of the Oregon Class)**

21 752. Plaintiffs Danielle Johnson and Liza Milliner, on behalf of themselves
22 and the Oregon Class, repeat and reassert each of the allegations contained in
23 paragraphs 1 to 363 as if fully set forth herein.

24 753. By reason of the conduct alleged herein, Defendants have violated Or.
25 Rev. Stat. § 646.608, *et seq.*

26 754. Defendants have entered into a contract, combination, or conspiracy
27 between two or more persons in restraint of, or to monopolize, trade or commerce
28 in the Packaged Tuna Market, a substantial part of which occurred within Oregon.

755. Defendants established, maintained, or used a monopoly, or attempted

1 to establish a monopoly, of trade or commerce in the Packaged Tuna Market, for
2 the purpose of excluding or limiting competition or controlling or maintaining
3 prices, a substantial part of which occurred within Oregon.

4 756. Defendants' conduct was conducted with the intent to deceive Oregon
5 consumers regarding the nature of Defendants' actions within the stream of Oregon
6 commerce.

7 757. Defendants' conduct was unfair or deceptive within the conduct of
8 commerce within the State of Oregon.

9 758. Defendants' conduct misled consumers, withheld material facts, and
10 had a direct or indirect impact upon Plaintiff and class members' ability to protect
11 themselves.

12 759. Defendants' unlawful conduct substantially affected Oregon's trade
13 and commerce.

14 760. As a direct and proximate cause of Defendants' unlawful conduct, the
15 Plaintiffs and the members of the Oregon Class have been injured in their business
16 or property and are threatened with further injury.

17 761. By reason of the foregoing, the Plaintiffs and the members of the
18 Oregon Class are entitled to seek all forms of relief available under Or. Rev. Stat. §
19 646.638.

20 762. Defendants wrongfully concealed the facts alleged herein giving rise
21 to their unlawful conduct. Until July 23, 2015, Oregon Plaintiffs did not discover
22 and could not have discovered with reasonable diligence either the facts alleged or
23 Defendants' unlawful conduct.

24 763. Pursuant to section 646.638 of the Oregon Unlawful Trade Practices
25 Act, contemporaneously with the filing of this action, a copy of this Complaint is
26 being served upon the Attorney General of Oregon.

27 ///

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORTY-FIFTH CLAIM FOR RELIEF
Violation of Rhode Island Deceptive Trade Practices Act,
R.I. Gen Laws § 6-13.1-1, *et seq.*
(By Plaintiffs Katherine McMahon and Elizabeth Perron
On Behalf of the Rhode Island Class)

764. Plaintiffs Katherine McMahon and Elizabeth Perron, on behalf of themselves and the Rhode Island Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

765. By reason of the conduct alleged herein, Defendants have violated R.I. Gen Laws § 6-13.1-1, *et seq.*

766. Defendants engaged in an unfair or deceptive act or practice with the intent to injure competitors and consumers through supra-competitive profits.

767. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Packaged Tuna Market, a substantial part of which occurred within Rhode Island, for the purpose of controlling, fixing, or maintaining prices in the Packaged Tuna Market.

768. Defendants' conduct was unfair or deceptive within the conduct of commerce within the State of Rhode Island.

769. Defendants' conduct amounted to an unfair or deceptive act or practice committed by a supplier in connection with a consumer transaction.

770. Defendants' unlawful conduct substantially affected Rhode Island's trade and commerce.

771. Defendants' conduct was willful.

772. Defendants deliberately failed to disclose material facts to Plaintiffs and members of the Rhode Island Class concerning Defendants' unlawful activities, including the horizontal conspiracy and artificially-inflated prices for Packaged Tuna.

773. Defendants' deception, including its affirmative misrepresentations and/or omissions concerning the price of Packaged Tuna, constitutes information

1 necessary to Plaintiffs and members of the Rhode Island Class relating to the cost
2 of Packaged Tuna purchased.

3 774. Plaintiffs and members of the Rhode Island class purchased goods,
4 namely Packaged Tuna, primarily for personal, family, or household purposes.

5 775. As a direct and proximate cause of Defendants' unlawful conduct, the
6 Plaintiffs and the members of the Rhode Island Class have been injured in their
7 business or property and are threatened with further injury.

8 776. Defendants wrongfully concealed the facts alleged herein giving rise
9 to their unlawful conduct. Until July 23, 2015, Rhode Island Plaintiffs could not,
10 in the exercise of reasonable diligence, have discovered the alleged facts or
11 Defendants' wrongful conduct.

12 777. By reason of the foregoing, Plaintiffs and the members of the Rhode
13 Island Class are entitled to seek all forms of relief, including actual damages or
14 \$200 per violation, whichever is greater, and injunctive relief and punitive
15 damages under R.I. Gen Laws § 6-13.1-5.2.

16 **FORTY-SIXTH CLAIM FOR RELIEF**

17 **Violation of the South Carolina Unfair Trade Practices Act,
18 S.C. Code Ann. § 39-5-10 *et seq.***

19 **(By Plaintiff Gay Birnbaum on Behalf of the South Carolina Class)**

20 778. Plaintiff Gay Birnbaum, on behalf of herself and the South Carolina
21 Class, repeats and reasserts each of the allegations contained in paragraphs 1 to
22 363 as if fully set forth herein.

23 779. Section 39-5-10 of the South Carolina Code prohibits "unfair methods
24 of competition and unfair or deceptive acts or practices in the conduct of any trade
25 or commerce."

26 780. Plaintiff Gay Birnbaum purchased Packaged Tuna from Defendants
27 within the State of South Carolina during the Class Period.

28 781. Defendants engaged in an unfair or deceptive act or practice with the
intent to injure competitors and consumers through supra-competitive profits.

1 782. Defendants established, maintained, or used a monopoly, or attempted
2 to establish a monopoly, of trade or commerce in the Packaged Tuna Market, a
3 substantial part of which occurred within South Carolina, for the purpose of
4 controlling, fixing, or maintaining prices in the Packaged Tuna Market.

5 783. Defendants' conduct was unfair or deceptive within the conduct of
6 commerce within the State of South Carolina.

7 784. Defendants' unlawful conduct substantially affected South Carolina's
8 trade and commerce.

9 785. Defendants' conduct was willful.

10 786. Defendants deliberately failed to disclose material facts to Plaintiff
11 and members of the South Carolina Class concerning Defendants' unlawful
12 activities, including the horizontal conspiracy and artificially-inflated prices for
13 Packaged Tuna. Defendants' wrongful concealment of the facts alleged herein
14 giving rise to the unlawful conduct meant that such facts were not and could not
15 have been reasonably discovered by the diligence of Plaintiffs until July 23, 2015.

16 787. Defendants' deception, including its affirmative misrepresentations
17 and/or omissions concerning the price of Packaged Tuna, constitutes information
18 necessary to Plaintiff and members of the South Carolina Class relating to the cost
19 of Packaged Tuna purchased.

20 788. As a direct and proximate cause of Defendants' unlawful conduct, the
21 Plaintiffs and the members of the South Carolina Class have been ascertainably
22 injured in their business or property and are threatened with further injury.

23 789. By reason of the foregoing, Plaintiff and the members of the South
24 Carolina Class are entitled to seek all forms of relief, including treble damages or
25 and reasonable attorneys' fees and costs under S.C. Code Ann. § 39-5-140

26 790. Pursuant to S.C. Code Ann. § 39-5-140(b), a copy of this complaint is
27 being mailed to the South Carolina Attorney General in conjunction with its filing.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORTY-SEVENTH CLAIM FOR RELIEF

**Violation of the South Dakota Deceptive Trade Practices
and Consumer Protection Law, S.D. Codified Laws § 37-24, et seq.
(By Plaintiff Casey Christensen On Behalf of the South Dakota Class)**

791. Plaintiff Casey Christensen, on behalf of herself and the South Dakota Class, repeats and reasserts each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

792. By reason of the conduct alleged herein, Defendants have violated S.D. Codified Laws § 37-24-6.

793. Defendants engaged in a deceptive trade practice with the intent to injure competitors and consumers through supra-competitive profits.

794. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Packaged Tuna Market, a substantial part of which occurred within South Dakota, for the purpose of controlling, fixing, or maintaining prices in the Packaged Tuna Market.

795. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of South Dakota.

796. Defendants' conduct amounted to a fraudulent or deceptive act or practice committed by a supplier in connection with a consumer transaction.

797. Defendants' unlawful conduct substantially affected South Dakota's trade and commerce.

798. Defendants' conduct was willful.

799. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff and the members of the South Dakota Class have been injured in their business or property and are threatened with further injury.

800. Defendants acted affirmatively to wrongfully conceal facts alleged herein giving rise to their unlawful conduct. Until July 23, 2015, South Dakota Plaintiffs had no actual or constructive notice of these concealed facts and did not

1 discover and could not have discovered with reasonable diligence Defendants'
2 unlawful conduct.

3 801. By reason of the foregoing, Plaintiff and the members of the South
4 Dakota Class are entitled to seek all forms of relief, including actual damages and
5 injunctive relief under S.D. Codified Laws § 37-24-31.

6
7 **FORTY-EIGHTH CLAIM FOR RELIEF**
8 **Violation of the Utah Consumer Sales Practices Act,**
9 **Utah Code Ann. §§ 13-11-1, *et seq.***

10 **(By Plaintiffs Vivek Dravid and Tina Grant On Behalf of the Utah Class)**

11 802. Plaintiffs Vivek Dravid and Tina Grant, on behalf of themselves and
12 the Utah Class, repeat and reassert each of the allegations contained in paragraphs
13 1 to 363 as if fully set forth herein.

14 803. By reason of the conduct alleged herein, Defendants have violated
15 Utah Code Ann. §§ 13-11-1, *et seq.*

16 804. Defendants entered into a contract, combination, or conspiracy
17 between two or more persons in restraint of, or to monopolize, trade or commerce
18 in the Packaged Tuna market, a substantial part of which occurred within Utah.

19 805. Defendants are suppliers within the meaning of Utah Code Ann. §§
20 13-11-3.

21 806. Defendants established, maintained, or used a monopoly, or attempted
22 to establish a monopoly, of trade or commerce in the Relevant Markets, a
23 substantial part of which occurred within Utah, for the purpose of excluding
24 competition or controlling, fixing, or maintaining prices in the Packaged Tuna
25 Market.

26 807. Defendants' conduct was unfair, unconscionable, or deceptive within
27 the conduct of commerce within the State of Utah.

28 808. Defendants' conduct and/or practices were unconscionable and were
undertaken in connection with consumer transactions.

1 809. Defendants knew or had reason to know that their conduct was
2 unconscionable.

3 810. Defendants' conduct misled consumers, withheld material facts, and
4 resulted in material misrepresentations to Plaintiff and members of the Class.

5 811. Defendants' unlawful conduct substantially affected Utah's trade and
6 commerce.

7 812. As a direct and proximate cause of Defendants' unlawful conduct, the
8 Plaintiffs and the members of the Utah Class have been injured in their business or
9 property and are threatened with further injury.

10 813. Defendants wrongfully concealed the facts alleged herein giving rise
11 to the their unlawful conduct. Until July 23, 2015, Utah Plaintiffs did not discover
12 and could not have reasonably discovered their claim.

13 814. By reason of the foregoing, the Plaintiffs and the members of the Utah
14 Class is entitled to seek all forms of relief, including declaratory judgment,
15 injunctive relief, and ancillary relief, pursuant to Utah Code Ann. §§ 13-11-19(5)
16 and 13-11-20.

17 **FORTY-NINTH CLAIM FOR RELIEF**

18 **Violation of the Utah Unfair Practices Act,**

19 **Utah Code All. §§ 13-5-1, *et seq.***

20 **(By Plaintiffs Vivek Dravid and Tina Grant On Behalf of the Utah Class)**

21 815. Plaintiffs Vivek Dravid and Tina Grant, on behalf of themselves and
22 the Utah Class, repeat and reassert each of the allegations contained in paragraphs
23 1 to 363 as if fully set forth herein.

24 816. By reason of the conduct alleged herein, Defendants have violated
25 Utah Code Ann. §§ 13-5-1, *et seq.*

26 817. Defendants entered into a contract, combination, or conspiracy
27 between two or more persons in restraint of, or to monopolize, trade or commerce
28 in the Packaged Tuna market, a substantial part of which occurred within Utah.

818. Defendants established, maintained, or used a monopoly, or attempted

1 to establish a monopoly, of trade or commerce in the Relevant Markets, a
2 substantial part of which occurred within Utah, for the purpose of excluding
3 competition or controlling, fixing, or maintaining prices in the Packaged Tuna
4 Market.

5 819. Defendants' conduct caused or was intended to cause unfair methods
6 of competition within the State of Utah.

7 820. Defendants' unlawful conduct substantially affected Utah's trade and
8 commerce.

9 821. As a direct and proximate cause of Defendants' unlawful conduct, the
10 Plaintiffs and the members of the Utah Class have been injured in their business or
11 property and are threatened with further injury.

12 822. Defendants wrongfully concealed the facts alleged herein giving rise
13 to the their unlawful conduct. Until July 23, 2015, Utah Plaintiffs did not discover
14 and could not have reasonably discovered their claim.

15 823. By reason of the foregoing, the Plaintiffs and the members of the Utah
16 Class is entitled to seek all forms of relief, including actual damages or \$2000 per
17 Utah Class member, whichever is greater, plus reasonable attorney's fees under
18 Utah Code Ann. §§ 13-5-14, *et seq.*

19 **FIFTIETH CLAIM FOR RELIEF**

20 **Violation of the Vermont Consumer Fraud Act,**

21 **Vt. Stat. Ann. tit. 9, §§ 2453, *et seq.***

22 **(By Plaintiffs Stephanie Gipson and Jennifer A. Nelson**

23 **On Behalf of the Vermont Class)**

24 824. Plaintiffs Stephanie Gipson and Jennifer A. Nelson, on behalf of
25 themselves and the Vermont Class, repeat and reassert each of the allegations
26 contained in paragraphs 1 to 363 as if fully set forth herein.

27 825. Title 9 of the Vermont Statutes generally governs commerce and trade
28 in Vermont. Chapter 63 thereof governs consumer protection and prohibits, inter
alia, unfair methods competition, unfair and deceptive acts and practices, and

1 antitrust violations such as restraints of trade and monopolization. Vt. Stat. Ann.
2 Tit. 9 § 2453(a).

3 826. One such unfair method of competition is through collusion, defined
4 as agreeing, contracting, combining or conspiring to engage in price fixing, market
5 division and/or allocation of goods, constituting unfair competition in the
6 commerce of Packaged Tuna. Vt. Stat. Ann. Tit. 9, § 2451a(h).

7 827. Plaintiffs Stephanie Gipson and Jennifer A. Nelson purchased
8 Packaged Tuna within the State of Vermont during the Class Period. But for
9 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
10 have been lower, in an amount to be determined at trial.

11 828. Under Vermont law, indirect purchasers have standing under the
12 antitrust provisions of the Vermont Statutes to maintain an action based on the
13 facts alleged in this Complaint. Vt. Stat. Ann. Tit. 9, § 2465(b).

14 829. Defendants competed unfairly and colluded by meeting to fix prices,
15 divide markets, and otherwise restrain trade as set forth herein, in violation of Vt.
16 Stat. Ann. Tit. 9, § 2453, *et seq.*

17 830. Defendants wrongfully concealed the facts alleged herein giving rise
18 to their unlawful conduct. As a result, the objective facts necessary to put the
19 Vermont Plaintiffs and the Class on notice of such facts was not available until
20 July 23, 2015. As a result, the period prior to the discovery of this unlawful
21 conduct should be excluded in determining the time limited for the commencement
22 of this action.

23 831. Plaintiffs and members of the Class were injured with respect to
24 purchases of Packaged Tuna in Vermont and are entitled to all forms of relief,
25 including actual damages, treble damages, and reasonable attorneys' fees.

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTY-FIRST CLAIM FOR RELIEF
Violation of the Virginia Consumer Protection Act,
Va. Code Ann. § 59.1-196, et seq.
(By Plaintiffs Andrew Gorman, Marissa Jacobus, and Elizabeth Twitchell
On Behalf of the Virginia Class)

832. Plaintiff Andrew Gorman, Marissa Jacobus, and Elizabeth Twitchell, on behalf of themselves and the Virginia Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

833. By reason of the conduct alleged herein, Defendants have violated Va. Code Ann. § 59.1-196, et seq.

834. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Packaged Tuna market, a substantial part of which occurred within Virginia.

835. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Packaged Tuna Market, a substantial part of which occurred within Virginia, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Packaged Tuna Market.

836. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of Virginia.

837. Defendants' conduct amounted to a fraudulent act or practice committed by a supplier in connection with a consumer transaction.

838. Defendants' unlawful conduct substantially affected Virginia's trade and commerce.

839. Defendants' conduct was willful.

840. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiffs and the members of the Virginia Class have been injured in their business or property and are threatened with further injury.

841. Defendants wrongfully concealed the facts alleged herein giving rise

1 to their unlawful conduct. Until July 23, 2015, Defendants concealed the existence
2 of their unlawful conduct through their affirmative acts of misrepresentation with
3 the intent to debar and deter the Virginia Plaintiffs and Class from discovering the
4 facts alleged giving rise to Defendants' unlawful conduct. The unlawful nature of
5 Defendants' conduct is of character which involved moral turpitude. As a result,
6 the time of Defendants' obstruction should not be counted as any part of the period
7 within which the action must brought.

8 842. By reason of the foregoing, the Plaintiff and the members of the
9 Virginia Class is entitled to seek all forms of relief, including treble damages or
10 \$1000 per violation, whichever is greater, plus reasonable attorneys' fees and costs
11 under Va. Code Ann. § 59.1-204(A), *et seq.*

12 **FIFTY-SECOND CLAIM FOR RELIEF**
13 **Violation of the West Virginia Consumer Credit and Protection Act,**
14 **W. Va. Code § 46A-6-101, *et seq.***
15 **(By Plaintiffs Diana Mey and Jade Canterbury**
16 **On Behalf of the West Virginia Class)**

17 843. Plaintiffs Diana Mey and Jade Canterbury, on behalf of themselves
18 and the West Virginia Class, repeat and reassert each of the allegations contained
19 in paragraphs 1 to 363 as if fully set forth herein.

20 844. The violations of federal antitrust law set forth above also constitute
21 violations of Sections 46A-6-101, *et seq.* of the West Virginia Code.

22 845. During the Class Period, Defendants and their co-conspirators
23 engaged in a continuing contract, combination or conspiracy in unreasonable
24 restraint of trade and commerce and other anticompetitive conduct alleged above in
25 violation of W. Va. Code § 46A-6-101, *et seq.*

26 846. Defendants' anticompetitive acts described above were knowing,
27 willful and constitute violations or flagrant violations of the West Virginia
28 Antitrust Act and the West Virginia Consumer Credit and Protection Act.

847. As a direct and proximate result of Defendants' unlawful conduct,

1 Plaintiff and members of the West Virginia Class have been injured in their
2 business and property in that they paid more for Packaged Tuna than they
3 otherwise would have paid in the absence of Defendants' unlawful conduct. As a
4 result of Defendants' violation of Sections 46A-6-104 of the West Virginia
5 Consumer Credit and Protection Act, Plaintiffs and members of the West Virginia
6 Class seek actual damages or \$200 per violation, whichever is greater, pursuant to
7 Section 46A-6-106 of the West Virginia Code.

8 848. Pursuant to Section 46A-6-106(c) of the West Virginia Code, Plaintiff
9 Jade Canterbury provided notice to Defendants in the manner specified under the
10 Code on September 25, 2015, which was twenty (20) days or more prior to the
11 addition of this claim. Plaintiff has not received an offer to cure as of the date of
12 this filing.

13 849. Defendants wrongfully concealed the facts alleged herein giving rise
14 to their unlawful conduct. Until July 23, 2015, West Virginia Plaintiffs did not
15 discover and could not in the exercise of reasonable diligence have discovered the
16 alleged concealed facts or Defendants' wrongful conduct.

17 **UNJUST ENRICHMENT**

18 850. The following Fifty-third through Seventy-eighth Claims for Relief
19 are pleaded in the alternative to each of the other claims in this Complaint save the
20 Sherman Act claim and the Cartwright Act claim.

21 **FIFTY-THIRD CLAIM FOR RELIEF**

22 **(By Plaintiffs Ana Gabriela Felix Garcia, Tina Grant, Tya Hughes,
23 John Pels, and Erica Rodriguez On Behalf of the Arizona Class)**

24 851. Plaintiffs Ana Gabriela Felix Garcia, Tina Grant, Tya Hughes, John
25 Pels, and Erica Rodriguez, on behalf of themselves and the Arizona Class, repeat
26 and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set
27 forth herein.

28 852. Plaintiffs Ana Gabriela Felix Garcia, Tina Grant, Tya Hughes, John

1 Pels, and Erica Rodriguez purchased Packaged Tuna within the State of Arizona
2 during the Class Period. But for Defendants' conduct set forth herein, the price per
3 unit of Packaged Tuna would have been lower, in an amount to be determined at
4 trial.

5 853. Defendants unlawfully overcharged end payers, who made purchases
6 of Defendants' Packaged Tuna in Arizona at prices that were more than they would
7 have been but for Defendants' actions.

8 854. Defendants have been enriched by revenue resulting from unlawful
9 overcharges for Defendants' Packaged Tuna.

10 855. Plaintiffs and Class members have been impoverished by the
11 overcharges for Defendants' Packaged Tuna resulting from Defendants' unlawful
12 conduct.

13 856. Defendants wrongfully concealed the facts alleged herein giving rise
14 to their unlawful conduct preventing Arizona plaintiffs from reasonably
15 discovering the claim during the limitations period. This cause of action did not
16 accrue until July 23, 2015 when the plaintiffs knew or in the exercise of reasonable
17 diligence should have known about the Defendants' unlawful conduct.

18 857. Defendants' enrichment and Plaintiffs' impoverishment are
19 connected. Defendants have paid no consideration to any other person for any
20 benefits they received from Plaintiffs and Class Members.

21 858. There is no justification for Defendants' receipt of the benefits
22 causing their enrichment and Plaintiffs' and Class members' impoverishment,
23 because Plaintiffs and Class members paid anticompetitive prices that inured to
24 Defendants' benefit, and it would be inequitable for Defendants to retain any
25 revenue gained from their unlawful overcharges.

26 859. Plaintiffs and Class members have no remedy at law.
27
28

FIFTY-FOURTH CLAIM FOR RELIEF

(In the Alternative, By Plaintiffs Mary Hudson, Tya Hughes, Amy Jackson, Michael Juetten, Rick Musgrave, and John Pels On Behalf of the California Class)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

860. Plaintiffs Mary Hudson, Tya Hughes, Amy Jackson, Michael Juetten, Rick Musgrave, and John Pels for themselves and on behalf of the California Class, repeat and reallege each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

861. Plaintiffs Mary Hudson, Tya Hughes, Amy Jackson, Michael Juetten, Rick Musgrave, and John Pels purchased Packaged Tuna within the State of California during the Class Period. But for Defendants' conduct set forth herein, the price per unit of Packaged Tuna would have been lower, in an amount to be determined at trial.

862. Defendants unlawfully overcharged end payers, who made purchases of Defendants' Packaged Tuna in California at prices that were more than they would have been but for Defendants' actions.

863. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct preventing California Plaintiffs in the exercise of due diligence from uncovering the unlawful conduct. The applicable statute of limitations is tolled until July 23, 2015 until the Plaintiffs, by the exercise of reasonable diligence, should have discovered it.

864. Plaintiffs and Class members have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiffs and Class members.

FIFTY-FIFTH CLAIM FOR RELIEF

(By Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew Gorman On Behalf of the District of Columbia Class)

865. Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew Gorman for themselves and on behalf of the District of Columbia Class, repeat and

1 reallege each of the allegations contained in paragraphs 1 to 363 as if fully set forth
2 herein.

3 866. Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew
4 Gorman purchased Packaged Tuna within the District of Columbia during the
5 Class Period. But for Defendants' conduct set forth herein, the price per unit of
6 Packaged Tuna would have been lower, in an amount to be determined at trial.

7 867. Defendants retained the benefits bestowed upon them under
8 inequitable and unjust circumstances at the expense of Plaintiffs and Class
9 Members.

10 868. Defendants unlawfully overcharged end payers, who made purchases
11 of Defendants' Packaged Tuna in the District of Columbia at prices that were more
12 than they would have been but for Defendants' actions.

13 869. Plaintiffs and Class members have conferred an economic benefit
14 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
15 the economic detriment of Plaintiffs and Class members.

16 870. Defendants accepted and retained the benefit bestowed upon them
17 under inequitable and unjust circumstances arising from unlawful overcharges to
18 Plaintiffs and Class Members.

19 871. Defendants wrongfully concealed the facts alleged herein giving rise
20 to the unlawful conduct by the affirmative actions described herein which were
21 designed to prevent the discovery of such unlawful conduct and the Plaintiffs in the
22 District of Columbia did not discover and could not discover the unlawful conduct
23 prior to July 23, 2015.

24 872. Under the circumstances, it would be inequitable and unjust for
25 Defendants to retain such benefits.

26 **FIFTY-SIXTH CLAIM FOR RELIEF**

27 **(In the Alternative, By Plaintiff Gloria Emery on Behalf of the Hawaii Class)**

28 873. Plaintiff Gloria Emery for herself and on behalf of the Hawaii Class,

1 repeats and realleges each of the allegations contained in paragraphs 1 to 363 as if
2 fully set forth herein.

3 874. Plaintiff Gloria Emery purchased Packaged Tuna within the State of
4 Hawaii during the Class Period. But for Defendants' conduct set forth herein, the
5 price per unit of Packaged Tuna would have been lower, in an amount to be
6 determined at trial.

7 875. Defendants retained the benefits bestowed upon them under
8 inequitable and unjust circumstances at the expense of Plaintiff and Class
9 Members.

10 876. Defendants unlawfully overcharged end payers, who made purchases
11 of Defendants' Packaged Tuna in the State of Hawaii at prices that were more than
12 they would have been but for Defendants' actions.

13 877. Plaintiff and Class members have conferred an economic benefit upon
14 Defendants, in the nature of revenue resulting from unlawful overcharges to the
15 economic detriment of Plaintiffs and Class members.

16 878. Defendants accepted and retained the benefit bestowed upon them
17 under inequitable and unjust circumstances arising from unlawful overcharges to
18 Plaintiff and Class Members.

19 879. Defendants wrongfully and continually concealed the facts alleged
20 herein giving rise to their unlawful conduct with the intent to deceive Plaintiff.
21 Plaintiff did not know and could not have known about Defendants' unlawful
22 conduct until July 23, 2015.

23 880. Under the circumstances, it would be inequitable and unjust for
24 Defendants to retain such benefits.

25 881. In the absence of other applicable claims for relief, Plaintiff Gloria
26 Emery and the Hawaii Class have no adequate remedy at law against Defendants.

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTY-SEVENTH CLAIM FOR RELIEF

(By Plaintiffs Sally Bredberg, Elizabeth Davis-Berg, and Amy Joseph)

882. Plaintiffs Sally Bredberg, Elizabeth Davis-Berg, and Amy Joseph repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

883. Plaintiffs Sally Bredberg, Elizabeth Davis-Berg, and Amy Joseph purchased Packaged Tuna within the State of Illinois during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of Packaged Tuna would have been lower, in an amount to be determined at trial.

884. Defendants unlawfully overcharged end payers, who made purchases of Defendants’ Packaged Tuna in Illinois at prices that were more than they would have been but for Defendants’ actions.

885. Plaintiffs have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiffs.

886. Defendants retained the benefits bestowed upon them under unjust circumstances arising from unlawful overcharges to Plaintiffs.

887. Defendants wrongfully concealed the facts alleged herein giving rise to the unlawful conduct by the affirmative acts described herein with the intent to deceive the Plaintiffs. Plaintiffs did not know and could not have known about Defendants' unlawful conduct until July 23, 2015.

888. It is unjust and inequitable for Defendants to retain the benefits received without compensating Plaintiffs.

FIFTY-EIGHTH CLAIM FOR RELIEF

**(By Plaintiffs Carla Lown and Jennifer A. Nelson
On Behalf of the Iowa Class)**

889. Plaintiffs Carla Lown and Jennifer A. Nelson, on behalf of themselves and the Iowa Class, repeat and reassert each of the allegations contained in

1 paragraphs 1 to 363 as if fully set forth herein.

2 890. Plaintiffs Carla Lown and Jennifer A. Nelson purchased Packaged
3 Tuna within the State of Iowa during the Class Period. But for Defendants'
4 conduct set forth herein, the price per unit of Packaged Tuna would have been
5 lower, in an amount to be determined at trial.

6 891. Defendants unlawfully overcharged end payers, who made purchases
7 of Defendants' Packaged Tuna in Iowa at prices that were more than they would
8 have been but for Defendants' actions.

9 892. Defendants have been enriched by revenue resulting from unlawful
10 overcharges for Defendants' Packaged Tuna, which revenue resulted from
11 anticompetitive prices paid by Plaintiffs, which inured to Defendants' benefit.

12 893. Defendants' enrichment has occurred at the expense of Plaintiffs and
13 Class members.

14 894. Defendants wrongfully concealed the facts alleged herein giving rise
15 to the unlawful conduct. Defendants' unlawful conduct was not reasonably
16 discovered until July 23, 2015.

17 895. It is against equity and good conscience for Defendants to be
18 permitted to retain the revenue resulting from their unlawful overcharges.

19 **FIFTY-NINTH CLAIM FOR RELIEF**

20 **(By Plaintiffs Brian Depperschmidt and Lisa Hall**

21 **On Behalf of the Kansas Class)**

22 896. Plaintiffs Brian Depperschmidt and Lisa Hall, on behalf of themselves
23 and the Kansas Class, repeat and reassert each of the allegations contained in
24 paragraphs 1 to 363 as if fully set forth herein.

25 897. Plaintiffs Brian Depperschmidt and Lisa Hall purchased Packaged
26 Tuna within the State of Kansas during the Class Period. But for Defendants'
27 conduct set forth herein, the price per unit of Packaged Tuna would have been
28 lower, in an amount to be determined at trial.

1 898. Defendants unlawfully overcharged end payers, who made of
2 Defendants' Packaged Tuna in Kansas at prices that were more than they would
3 have been but for Defendants' actions.

4 899. Plaintiffs and Class members have conferred an economic benefit
5 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
6 the economic detriment of Plaintiffs and Class members.

7 900. Defendants retained the benefits bestowed upon them under unjust
8 circumstances arising from unlawful overcharges to Plaintiffs and Class Members.

9 901. Defendants were unjustly enriched at the expense of Plaintiffs and
10 Class members.

11 **SIXTIETH CLAIM FOR RELIEF**

12 **(By Plaintiffs Scott Caldwell, Sundé Daniels, and Elizabeth Perron**
13 **On Behalf of the Massachusetts Class)**

14 902. Plaintiffs Scott Caldwell, Sundé Daniels, and Elizabeth Perron, on
15 behalf of themselves and the Massachusetts Class, repeat and reassert each of the
16 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

17 903. Plaintiffs Scott Caldwell, Sundé Daniels, and Elizabeth Perron
18 purchased Packaged Tuna within the State of Massachusetts during the Class
19 Period. But for Defendants' conduct set forth herein, the price per unit of Packaged
20 Tuna would have been lower, in an amount to be determined at trial.

21 904. Defendants unlawfully overcharged end payers, who made purchases
22 of Defendants' Packaged Tuna in Massachusetts at prices that were more than they
23 would have been but for Defendants' actions.

24 905. Plaintiffs and Class members have conferred an economic benefit
25 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
26 the economic detriment of Plaintiffs and Class members.

27 906. Defendants were aware of or appreciated the benefit conferred upon
28 them by Plaintiffs and Class members.

1 907. Defendants wrongfully concealed the facts alleged herein giving rise
2 to their unlawful conduct. Until July 23, 2015, Defendants concealed the existence
3 of their unlawful conduct through the affirmative actions alleged herein with an
4 intent to deceive the Massachusetts Plaintiffs and Class as to the nature of their
5 actions. Plaintiffs did not know and reasonably could not have known the facts
6 alleged giving rise to Defendants' unlawful conduct. As a result, this cause of
7 action did not accrue until July 23, 2015.

8 908. Under the circumstances, it would be inequitable for Defendants to
9 retain such benefits without compensating Plaintiffs and Class members. Fairness
10 and good conscience require that Defendants not be permitted to retain the revenue
11 resulting from their unlawful overcharges at the expense of Plaintiffs and Class
12 members.

13 **SIXTY-FIRST CLAIM FOR RELIEF**

14 **(By Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson**
15 **On Behalf of the Michigan Class)**

16 909. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson, on
17 behalf of themselves and the Michigan Class, repeat and reassert each of the
18 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

19 910. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson
20 purchased Packaged Tuna within the State of Michigan during the Class Period.
21 But for Defendants' conduct set forth herein, the price per unit of Packaged Tuna
22 would have been lower, in an amount to be determined at trial.

23 911. Defendants unlawfully overcharged end payers, who made purchases
24 of Defendants' Packaged Tuna in Michigan at prices that were more than they
25 would have been but for Defendants' actions.

26 912. Plaintiffs and Class members have conferred a direct economic
27 benefit upon Defendants, in the nature of revenue resulting from unlawful
28 overcharges paid by Plaintiffs and the Class members and accepted and retained by

1 Defendants, to the economic detriment of Plaintiffs and Class members.

2 913. Defendants retained the benefits bestowed upon them under unjust
3 circumstances arising from unlawful overcharges to Plaintiffs and Class members.

4 914. Defendants wrongfully concealed the facts alleged herein giving rise
5 to the unlawful conduct and through their affirmative arrangements and
6 contrivances preventing discovery of such unlawful conduct until July 23, 2015.

7 915. Defendants were unjustly enriched at the expense of Plaintiffs and
8 Class members.

9 **SIXTY-SECOND CLAIM FOR RELIEF**

10 **(By Plaintiffs Laura Childs and Katherine Larson**

11 **On Behalf of the Minnesota Class)**

12 916. Plaintiffs Laura Childs and Katherine Larson, on behalf of themselves
13 and the Minnesota Class, repeat and reassert each of the allegations contained in
14 paragraphs 1 to 363 as if fully set forth herein.

15 917. Plaintiffs Laura Childs and Katherine Larson purchased Packaged
16 Tuna within the State of Minnesota during the Class Period. But for Defendants'
17 conduct set forth herein, the price per unit of Packaged Tuna would have been
18 lower, in an amount to be determined at trial.

19 918. Defendants unlawfully overcharged end payers, who made purchases
20 of Defendants' Packaged Tuna in Minnesota at prices that were more than they
21 would have been but for Defendants' actions.

22 919. Defendants appreciated and knowingly accepted the benefits
23 bestowed upon them by Plaintiff and Class members. Defendants have paid no
24 consideration to any other person for any of the benefits they have received from
25 Plaintiffs and Class members.

26 920. Defendants wrongfully concealed the facts alleged herein giving rise
27 to the unlawful conduct through the fraudulent and intentional acts described
28 herein and Minnesota Plaintiffs could not have reasonable discovered the

1 concealment of Defendants' unlawful conduct until July 23, 2015.

2 921. It is inequitable for Defendants to accept and retain the benefits
3 received without compensating Plaintiff and Class members.

4 **SIXTY-THIRD CLAIM FOR RELIEF**

5 **(By Plaintiff Christopher Todd On Behalf of the Mississippi Class)**

6 922. Plaintiff Christopher Todd, on behalf of himself and the Mississippi
7 Class, repeats and reasserts each of the allegations contained in paragraphs 1 to
8 363 as if fully set forth herein.

9 923. Plaintiff Christopher Todd purchased Packaged Tuna within the State
10 of Mississippi during the Class Period. But for Defendants' conduct set forth
11 herein, the price per unit of Packaged Tuna would have been lower, in an amount
12 to be determined at trial.

13 924. Defendants unlawfully overcharged end payers, who made purchases
14 of Defendants' Packaged Tuna in Mississippi at prices that were more than they
15 would have been but for Defendants' actions.

16 925. Defendants wrongfully concealed the facts alleged herein giving rise
17 to their unlawful conduct. As alleged herein, the Defendants actively concealed
18 their unlawful conduct which prevented Mississippi plaintiffs from reasonably
19 discovering the claim during the limitations period. This cause of action did not
20 accrue until July 23, 2015 when the Plaintiffs knew, or in the exercise of
21 reasonable diligence, should have known about the Defendants' unlawful conduct.

22 926. Defendants retained the benefit of overcharges received on the sales
23 of Defendants' Packaged Tuna, which in equity and good conscience belong to
24 Plaintiffs and Class members on account of Defendants' anticompetitive conduct.

25 **SIXTY-FOURTH CLAIM FOR RELIEF**

26 **(By Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee
27 Simoens On Behalf of the Missouri Class)**

28 927. Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee

1 Simoens, on behalf of themselves and the Missouri Class, repeat and reassert each
2 of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

3 928. Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee
4 Simoens purchased Packaged Tuna within the State of Missouri during the Class
5 Period. But for Defendants' conduct set forth herein, the price per unit of
6 Packaged Tuna would have been lower, in an amount to be determined at trial.

7 929. Defendants unlawfully overcharged end payers, who made purchases
8 of Defendants' Packaged Tuna in Missouri at prices that were more than they
9 would have been but for Defendants' actions.

10 930. Plaintiffs and Missouri Class members have conferred an economic
11 benefit upon Defendants, in the nature of revenue resulting from unlawful
12 overcharges to the economic detriment of Plaintiffs and Missouri Class Members.

13 931. Defendants appreciated the benefit bestowed upon them by Plaintiff
14 and Missouri Class members.

15 932. Defendants wrongfully concealed the facts alleged herein giving rise
16 to their unlawful conduct. As alleged herein, until July 23, 2015, Defendants
17 affirmatively and successfully concealed their unlawful conduct which prevented
18 the Missouri Plaintiffs and the Class from discovering Defendants' unlawful
19 conduct. As a result of this fraudulent concealment, this cause of action did not
20 accrue until July 23, 2015.

21 933. Defendants accepted and retained the benefit bestowed upon them
22 under inequitable and unjust circumstances arising from unlawful overcharges to
23 Plaintiffs and Missouri Class members.

24 **SIXTY-FIFTH CLAIM FOR RELIEF**

25 **(By Plaintiffs Melissa Bowman and Barbara Buening**
26 **On Behalf of the Nebraska Class)**

27 934. Plaintiffs Melissa Bowman and Barbara Buening, on behalf of
28 themselves and the Nebraska Class, repeat and reassert each of the allegations

1 contained in paragraphs 1 to 363 as if fully set forth herein.

2 935. Plaintiff Melissa Bowman and Barbara Buenning purchased Packaged
3 Tuna within the State of Nebraska during the Class Period. But for Defendants'
4 conduct set forth herein, the price per unit of Packaged Tuna would have been
5 lower, in an amount to be determined at trial.

6 936. Defendants unlawfully overcharged end payers, who made purchases
7 of Defendants' Packaged Tuna in Nebraska at prices that were more than they
8 would have been but for Defendants' actions.

9 937. Defendants received money from Plaintiffs and Class members as a
10 direct result of the unlawful overcharges, and have retained this money.
11 Defendants have paid no consideration to any other person in exchange for this
12 money.

13 938. Defendants wrongfully concealed the facts alleged herein giving rise
14 to their unlawful conduct. As alleged herein, the Defendants affirmatively
15 concealed their unlawful conduct which prevented Nebraska Plaintiffs from
16 reasonably discovering the claim before the statute of limitations expired. As a
17 result, Defendants' unlawful conduct was neither obvious nor discoverable during
18 the limitations period. This cause of action did not accrue until July 23, 2015 when
19 the Plaintiffs knew, or in the exercise of reasonable diligence, should have known
20 about the Defendants' unlawful conduct.

21 939. In justice and fairness, Defendants should disgorge such money and
22 remit the overcharged payments back to Plaintiffs and Class members.

23 **SIXTY-SIXTH CLAIM FOR RELIEF**
24 **(By Plaintiffs Nay Alidad and Nancy Stiller**
25 **On Behalf of the Nevada Class)**

26 940. Plaintiffs Nay Alidad and Nancy Stiller, on behalf of themselves and
27 the Nevada Class, repeat and reassert each of the allegations contained in
28 paragraphs 1 to 363 as if fully set forth herein.

1 941. Plaintiffs Nay Alidad and Nancy Stiller purchased Packaged Tuna
2 within the State of Nevada during the Class Period. But for Defendants' conduct
3 set forth herein, the price per unit of Packaged Tuna would have been lower, in an
4 amount to be determined at trial.

5 942. Defendants unlawfully overcharged end payers, who made purchases
6 Defendants' Packaged Tuna in Nevada at prices that were more than they would
7 have been but for Defendants' actions.

8 943. Plaintiffs and Class members have conferred an economic benefit
9 upon Defendants in the nature of revenue resulting from unlawful overcharges for
10 Defendants' Packaged Tuna.

11 944. Defendants appreciated the benefits bestowed upon them by Plaintiffs
12 and Class members, for which they have paid no consideration to any other person.

13 945. Defendants have knowingly accepted and retained the benefits
14 bestowed upon them by Plaintiffs and Class members.

15 946. Defendants wrongfully concealed the facts alleged herein giving rise
16 to their unlawful conduct. Until July 23, 2015, the Nevada Plaintiffs did not
17 discover and could not have discovered by the exercise of reasonable diligence
18 Defendants' unlawful conduct.

19 947. The circumstances under which Defendants have accepted and
20 retained the benefits bestowed upon them by Plaintiffs and Class members are
21 inequitable in that they result from Defendants' unlawful overcharges for
22 Defendants' Packaged Tuna.

23 **SIXTY-SEVENTH CLAIM FOR RELIEF**

24 **(By Plaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff**
25 **On Behalf of the New Hampshire Class)**

26 948. Plaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff, on behalf of
27 themselves and the New Hampshire Class, repeat and reassert each of the
28 allegations contained in paragraphs 1 to 363 as if fully set forth herein

1 949. Plaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff purchased
2 Packaged Tuna within the State of New Hampshire during the Class Period. But
3 for Defendants' conduct set forth herein, the price per unit of Packaged Tuna
4 would have been lower, in an amount to be determined at trial.

5 950. Defendants unlawfully overcharged end payers, who made purchases
6 of Defendants' Packaged Tuna in New Hampshire at prices that were more than
7 they would have been but for Defendants' actions.

8 951. Defendants have received a benefit from Plaintiffs and Class members
9 in the nature of revenue resulting from the unlawful overcharges, which revenue
10 resulted from anticompetitive prices that inured to the benefit of Defendants.

11 952. Defendants fraudulently concealed the essential facts alleged here
12 giving rise to their unlawful conduct. Until July 23, 2015, New Hampshire
13 Plaintiffs did not discover and could not have discovered in the exercise of
14 reasonable diligence either Defendants' unlawful conduct or the facts giving rise to
15 such conduct.

16 953. Under the circumstances, it would be unconscionable for Defendants
17 to retain such benefits.

18 **SIXTY-EIGHTH CLAIM FOR RELIEF**

19 **(By Plaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya On Behalf of**
20 **the New Mexico Class)**

21 954. Plaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya, on behalf
22 of themselves and the New Mexico Class, repeat and reassert each of the
23 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

24 955. Plaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya purchased
25 Packaged Tuna within the State of New Mexico during the Class Period. But for
26 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
27 have been lower, in an amount to be determined at trial.

28 956. Defendants unlawfully overcharged end payers, who made purchases

1 of Defendants' Packaged Tuna in New Mexico at prices that were more than they
2 would have been but for Defendants' actions.

3 957. Defendants have knowingly benefitted at the expense of Plaintiffs and
4 Class members from revenue resulting from unlawful overcharges for Defendants'
5 Packaged Tuna.

6 958. Defendants knew that their conduct was unlawful and wrongfully
7 concealed the facts alleged here giving rise to their unlawful conduct. Until July
8 23, 2015, New Mexico Plaintiffs did not know and could not have known in the
9 exercise of reasonable diligence either Defendants' unlawful conduct or the facts
10 giving rise to such conduct.

11 959. To allow Defendants to retain the benefits would be unjust because
12 the benefits resulted from anticompetitive pricing that inured to Defendants'
13 benefit and because Defendants have paid no consideration to any other person for
14 any of the benefits they received.

15 **SIXTY-NINTH CLAIM FOR RELIEF**

16 **(By Plaintiffs Corey Norris, Audra Rickman, and Amber Sartori**
17 **On Behalf of the North Carolina Class)**

18 960. Plaintiffs Corey Norris, Audra Rickman, and Amber Sartori, on behalf
19 of themselves and the North Carolina Class, repeat and reassert each of the
20 allegations contained in paragraphs 1 to 363 as if fully set forth herein.

21 961. Plaintiffs Corey Norris, Audra Rickman, and Amber Sartori purchased
22 Packaged Tuna within the State of North Carolina during the Class Period. But for
23 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
24 have been lower, in an amount to be determined at trial.

25 962. Defendants unlawfully overcharged end payers, who made purchases
26 of Defendants' Packaged Tuna in North Carolina at prices that were more than
27 they would have been but for Defendants' actions.

28 963. Plaintiffs and Class members have conferred an economic benefit

1 upon Defendants in the nature of revenue resulting from unlawful overcharges to
2 the economic detriment of Plaintiffs and Class members.

3 964. Plaintiffs and Class members did not interfere with Defendants'
4 affairs in any manner that conferred these benefits upon Defendants.

5 965. Defendants wrongfully concealed the facts alleged herein giving rise
6 to their unlawful conduct. Until July 23, 2015, the North Carolina Plaintiffs did
7 not know and could not have learned or discovered by the exercise of due care
8 about Defendants' unlawful conduct.

9 966. The benefits conferred upon Defendants were not gratuitous, in that
10 they comprised revenue created by unlawful overcharges arising from Defendants'
11 actions to fix, maintain and stabilize artificially high prices for Packaged Tuna on
12 the market.

13 967. The benefits conferred upon Defendants are measurable, in that the
14 revenue Defendants have earned due to unlawful overcharges are ascertainable by
15 review of sales and other business records.

16 968. Defendants consciously accepted the benefits and continue to do so as
17 of the date of this filing.

18 **SEVENTIETH CLAIM FOR RELIEF**

19 **(By Plaintiffs Tya Hughes and Bonnie Vander Laan**
20 **On Behalf of the North Dakota Class)**

21 969. Plaintiffs Tya Hughes and Bonnie Vander Laan, on behalf of
22 themselves and the North Dakota Class, repeat and reassert each of the allegations
23 contained in paragraphs 1 to 363 as if fully set forth herein.

24 970. Plaintiffs Tya Hughes and Bonnie Vander Laan purchased Packaged
25 Tuna within the State of North Dakota during the Class Period. But for
26 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
27 have been lower, in an amount to be determined at trial.

28 971. Defendants unlawfully overcharged end payers, who made purchases

1 of Defendants' Packaged Tuna in North Dakota at prices that were more than they
2 would have been but for Defendants' actions.

3 972. Defendants, without justification, have been enriched at the direct
4 impoverishment of Plaintiffs and Class members, in that Defendants have been
5 enriched by revenue resulting from unlawful overcharges for Defendants'
6 Packaged Tuna.

7 973. Plaintiffs and Class members have been impoverished by the
8 overcharges for Defendants' Packaged Tuna resulting from Defendants' unlawful
9 conduct, and they have no legal means of retrieving the value of their
10 impoverishment.

11 974. Defendants' enrichment and Plaintiffs' and Class members'
12 impoverishment are connected. Defendants have paid no consideration to any other
13 person for any benefits they received directly or indirectly from Plaintiffs and
14 Class Members.

15 975. There is no justification for Defendants' receipt of the benefits
16 causing their enrichment, because Plaintiffs and Class members paid
17 anticompetitive prices that inured to Defendants' benefit, and it would be
18 inequitable for Defendants to retain any revenue gained from their unlawful
19 overcharges.

20 976. Defendants wrongfully concealed the facts alleged herein giving rise
21 to their unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs did not
22 discover and could not have discovered by exercise of reasonable diligence
23 Defendants' unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs had
24 neither actual nor constructive notice of the facts alleged herein giving rise to
25 Defendants' unlawful conduct.

26 977. Plaintiffs and Class members have no remedy at law.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SEVENTY-FIRST CLAIM FOR RELIEF
(By Plaintiffs Danielle Johnson and Liza Milliner
On Behalf of the Oregon Class)

978. Plaintiffs Danielle Johnson and Liza Milliner, on behalf of themselves and the Oregon Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

979. Plaintiffs Danielle Johnson and Liza Milliner purchased Packaged Tuna within the State of Oregon during the Class Period. But for Defendants' conduct set forth herein, the price per unit of Packaged Tuna would have been lower, in an amount to be determined at trial.

980. Defendants unlawfully overcharged end payers, who made purchases of Defendants' Packaged Tuna in Oregon at prices that were more than they would have been but for Defendants' actions.

981. Plaintiffs and Class members have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiffs and Class members.

982. Defendants were aware of the benefit bestowed upon them by Plaintiffs and Class members.

983. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct. Until July 23, 2015, Oregon Plaintiffs did not discover and could not discovered with reasonable diligence either the facts alleged or Defendants' unlawful conduct.

984. It would be inequitable and unjust for Defendants to retain any of the overcharges for Packaged Tuna derived from Defendants' unfair conduct without compensating Plaintiffs and Class members.

SEVENTY-SECOND CLAIM FOR RELIEF
(By Plaintiffs Katherine McMahon and Elizabeth Perron
On Behalf of the Rhode Island Class)

985. Plaintiffs Katherine McMahon and Elizabeth Perron, on behalf of

1 themselves and the Rhode Island Class, repeat and reassert each of the allegations
2 contained in paragraphs 1 to 363 as if fully set forth herein.

3 986. Plaintiffs Katherine McMahon and Elizabeth Perron purchased
4 Packaged Tuna within the State of Rhode Island during the Class Period. But for
5 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
6 have been lower, in an amount to be determined at trial.

7 987. Defendants unlawfully overcharged end payers, who made purchases
8 of Defendants' Packaged Tuna in Rhode Island at prices that were more than they
9 would have been but for Defendants' actions.

10 988. Plaintiffs and Class members have conferred an economic benefit
11 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
12 the economic detriment of Plaintiff and Class members.

13 989. Defendants were aware of and/or recognized the benefit bestowed
14 upon them by Plaintiffs and the Class members.

15 990. Defendants wrongfully concealed the facts alleged herein giving rise
16 to their unlawful conduct. Until July 23, 2015, Rhode Island Plaintiffs could not,
17 in the exercise of reasonable diligence, have discovered the alleged facts or
18 Defendants' wrongful conduct.

19 991. Under the circumstances, it would be inequitable for Defendants to
20 retain such benefits without compensating Plaintiffs and Class members.

21 **SEVENTY-THIRD CLAIM FOR RELIEF**

22 **(By Plaintiff Gay Birnbaum on Behalf of the South Carolina Class)**

23 992. Plaintiff Gay Birnbaum for herself and on behalf of the South
24 Carolina Class, repeats and realleges each of the allegations contained in
25 paragraphs 1 to 363 as if fully set forth herein.

26 993. Plaintiff Gay Birnbaum purchased Packaged Tuna with the State of
27 South Carolina during the Class Period. But for Defendants' conduct set forth
28 herein, the price per unit of Packaged Tuna would have been lower, in an amount

1 to be determined at trial.

2 994. Defendants unlawfully overcharged end payers, who made purchases
3 of Defendants' Packaged Tuna in the State of South Carolina at prices that were
4 more than they would have been but for Defendants' actions.

5 995. Plaintiff and Class members have conferred a non-gratuitous,
6 economic benefit upon Defendants, in the nature of revenue resulting from
7 unlawful overcharges to the economic detriment of Plaintiff and Class members.

8 996. Defendants appreciated the benefits bestowed upon them by Plaintiff
9 and Class Members, for which they have paid no consideration to any other person.

10 997. Defendants deliberately failed to disclose material facts to Plaintiff
11 and members of the South Carolina Class concerning Defendants' unlawful
12 activities, including the horizontal conspiracy and artificially-inflated prices for
13 Packaged Tuna. Defendants' wrongful concealment of the facts alleged herein
14 giving rise to the unlawful conduct meant that such facts were not and could not
15 have been reasonably discovered by the diligence of Plaintiffs until July 23, 2015.

16 998. It is inequitable for Defendants to accept and retain such benefits
17 without compensating Plaintiff and Class Members.

18 **SEVENTY-FOURTH CLAIM FOR RELIEF**

19 **(By Plaintiff Casey Christensen On Behalf of the South Dakota Class)**

20 999. Plaintiff Casey Christensen, on behalf of herself and the South Dakota
21 Class, repeats and reasserts each of the allegations contained in paragraphs 1 to
22 363 as if fully set forth herein.

23 1000. Plaintiff Casey Christensen purchased Packaged Tuna within the State
24 of South Dakota during the Class Period. But for Defendants' conduct set forth
25 herein, the price per unit of Packaged Tuna would have been lower, in an amount
26 to be determined at trial.

27 1001. Defendants unlawfully overcharged end payers, who made purchases
28 of Defendants' Packaged Tuna in South Dakota at prices that were more than they

1 would have been but for Defendants' actions.

2 1002. Plaintiff and Class members have conferred an economic benefit upon
3 Defendants, in the nature of revenue resulting from unlawful overcharges to the
4 economic detriment of Plaintiffs and Class Members.

5 1003. Defendants were aware of the benefit bestowed upon them by Plaintiff
6 and Class members.

7 1004. Defendants acted affirmatively to wrongfully conceal facts alleged
8 herein giving rise to their unlawful conduct. Until July 23, 2015, South Dakota
9 Plaintiffs had no actual or constructive notice of these concealed facts and did not
10 discover and could not have discovered with reasonable diligence Defendants'
11 unlawful conduct.

12 1005. Under the circumstances, it would be inequitable and unjust for
13 Defendants to retain such benefits without reimbursing Plaintiffs and Class
14 members.

15 **SEVENTY-FIFTH CLAIM FOR RELIEF**

16 **(By Plaintiffs Kirsten Peck, John Peychal, and John Trent**
17 **On Behalf of the Tennessee Class)**

18 1006. Plaintiffs Kirsten Peck, John Peychal, and John Trent, on behalf of
19 himself and the Tennessee Class, repeats and reasserts each of the allegations
20 contained in paragraphs 1 to 363 as if fully set forth herein.

21 1007. Plaintiffs Kirsten Peck, John Peychal, and John Trent purchased
22 Packaged Tuna within the State of Tennessee during the Class Period. But for
23 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
24 have been lower, in an amount to be determined at trial.

25 1008. Defendants unlawfully overcharged end payers, who purchased
26 Defendants' Packaged Tuna in Tennessee at prices that were more than they would
27 have been but for Defendants' actions.

28 1009. Plaintiffs and Class members have conferred an economic benefit

1 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
2 the economic detriment of Plaintiff and Class Members.

3 1010. Defendants appreciated the benefits bestowed upon them by Plaintiffs
4 and Class Members, for which they have paid no consideration to any other person.

5 1011. It is inequitable for Defendants to accept and retain such benefits
6 without compensating Plaintiffs and Class Members.

7 1012. Defendants wrongfully and affirmatively concealed the facts alleged
8 herein giving rise to their unlawful conduct. Despite exercising due diligence,
9 Plaintiffs did not have information sufficient to alert a reasonable person of the
10 need to investigate the injury, and were not able to discover evidence of their
11 claims of Defendants' unlawful conduct until July 23, 2015.

12 1013. The resellers from whom Plaintiffs and Class Members purchased
13 Defendants' Packaged Tuna were not involved in the conspiracy. Plaintiff and
14 Class Members have no remedy against the innocent resellers under the theory of
15 unjust enrichment.

16 **SEVENTY-SIXTH CLAIM FOR RELIEF**
17 **(By Plaintiffs Vivek Dravid and Tina Grant**
18 **On Behalf of the Utah Class)**

19 1014. Plaintiffs Vivek Dravid and Tina Grant, on behalf of themselves and
20 the Utah Class, repeat and reassert each of the allegations contained in paragraphs
21 1 to 363 as if fully set forth herein.

22 1015. Plaintiffs Vivek Dravid and Tina Grant purchased Packaged Tuna
23 within the State of Utah during the Class Period. But for Defendants' conduct set
24 forth herein, the price per unit of Packaged Tuna would have been lower, in an
25 amount to be determined at trial.

26 1016. Defendants unlawfully overcharged end payers, who made purchases
27 of Defendants' Packaged Tuna in Utah at prices that were more than they would
28 have been but for Defendants' actions.

1 1017. Plaintiffs and Class members have conferred a direct economic
2 benefit upon Defendants, in the nature of revenue resulting from unlawful
3 overcharges paid by Plaintiffs and the Class members and accepted and retained by
4 Defendants, to the economic detriment of Plaintiffs and Class members.

5 1018. Defendants were aware of or appreciated the benefit bestowed upon
6 them by Plaintiffs and Class members.

7 1019. Defendants wrongfully concealed the facts alleged herein giving rise
8 to the their unlawful conduct. Until July 23, 2015, Utah Plaintiffs did not discover
9 and could not have reasonably discovered their claim.

10 1020. Under the circumstances, it would be inequitable for Defendants to
11 retain such benefits without compensating Plaintiffs and Class Members.

12 **SEVENTY-SEVENTH CLAIM FOR RELIEF**

13 **(By Plaintiffs Stephanie Gipson and Jennifer A. Nelson**
14 **On Behalf of the Vermont Class)**

15 1021. Plaintiffs Stephanie Gipson and Jennifer A. Nelson, on behalf of
16 themselves and the Vermont Class, repeat and reassert each of the allegations
17 contained in paragraphs 1 to 363 as if fully set forth herein.

18 1022. Plaintiffs Stephanie Gipson and Jennifer A. Nelson purchased
19 Packaged Tuna within the State of Vermont during the Class Period. But for
20 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
21 have been lower, in an amount to be determined at trial.

22 1023. Defendants unlawfully overcharged end payers, who made purchases
23 of Defendants' Packaged Tuna in Vermont at prices that were more than they
24 would have been but for Defendants' actions.

25 1024. Plaintiffs and Class members have conferred an economic benefit
26 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
27 the economic detriment of Plaintiffs and Class Members.

28 1025. Defendants accepted the benefit bestowed upon them by Plaintiffs and

1 Class members.

2 1026. Defendants wrongfully concealed the facts alleged herein giving rise
3 to their unlawful conduct. As a result, the objective facts necessary to put the
4 Vermont Plaintiffs and the Class on notice of such facts was not available until
5 July 23, 2015. As a result, the period prior to the discovery of this unlawful
6 conduct should be excluded in determining the time limited for the commencement
7 of this action.

8 1027. Under the circumstances, it would be inequitable for Defendants to
9 retain such benefits without compensating Plaintiffs and Class members.

10 **SEVENTY-EIGHTH CLAIM FOR RELIEF**
11 **(By Plaintiffs Diana Mey and Jade Canterbury**
12 **On Behalf of the West Virginia Class)**

13 1028. Plaintiffs Diana Mey and Jade Canterbury, on behalf of themselves
14 and the West Virginia Class, repeat and reassert each of the allegations contained
15 in paragraphs 1 to 363 as if fully set forth herein.

16 1029. Plaintiffs Diana Mey and Jade Canterbury purchased Packaged Tuna
17 within the State of West Virginia during the Class Period. But for Defendants'
18 conduct set forth herein, the price per unit of Packaged Tuna would have been
19 lower, in an amount to be determined at trial.

20 1030. Defendants unlawfully overcharged end payers, who made purchases
21 of Defendants' Packaged Tuna in West Virginia at prices that were more than they
22 would have been but for Defendants' actions.

23 1031. Plaintiffs and Class members have conferred an economic benefit
24 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
25 the economic detriment of Plaintiffs and Class members.

26 1032. Defendants were aware of or appreciated the benefit bestowed upon
27 them by Plaintiffs and Class members.

28 1033. Defendants wrongfully concealed the facts alleged herein giving rise

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

to their unlawful conduct. Until July 23, 2015, West Virginia Plaintiffs did not discover and could not in the exercise of reasonable diligence have discovered the alleged concealed facts or Defendants' wrongful conduct.

1034. Under the circumstances, it would be inequitable for Defendants to retain such benefits without compensating Plaintiffs and Class members.

SEVENTY-NINTH CLAIM FOR RELIEF

**(By Plaintiffs Michael Juetten, Kathy Lingnofski, Julie Wiese,
and Daniel Zwirlein On Behalf of the Wisconsin Class)**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1035. Plaintiffs Michael Juetten, Kathy Lingnofski, Julie Wiese, and Daniel Zwirlein, on behalf of themselves and the Wisconsin Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

1036. Plaintiffs Michael Juetten, Kathy Lingnofski, Julie Wiese, and Daniel Zwirlein purchased Packaged Tuna within the State of Wisconsin during the Class Period. But for Defendants' conduct set forth herein, the price per unit of Packaged Tuna would have been lower, in an amount to be determined at trial.

1037. Defendants unlawfully overcharged end payers, who made purchases of Defendants' Packaged Tuna in Wisconsin at prices that were more than they would have been but for Defendants' actions.

1038. Plaintiffs and Class members have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiffs and Class members.

1039. Defendants appreciated the benefit bestowed upon them by Plaintiffs and Class Members.

1040. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct. Until July 23, 2015, Wisconsin Plaintiffs did not discover and could not in the exercise of reasonable diligence have discovered their injury or that Defendants' unlawful conduct likely caused such injury.

1041. Under the circumstances, it would be inequitable for Defendants to retain such benefits without compensating Plaintiffs and Class members.

PRAYER FOR RELIEF

Accordingly, Plaintiffs, on behalf of themselves and the Classes of all others so similarly situated, respectfully requests that:

1 a) The Court determine that each of the claims alleged in this Complaint
2 may be maintained as a class action claims under Rule 23(a), (b)(2), and (b)(3) of
3 the Federal Rules of Civil Procedure, and direct that reasonable notice of this
4 action, as provided by Rule 23(c)(2) of the Federal Rules of Civil Procedure, be
5 given to each and every member of the Classes once certified;

6 b) The unlawful conduct alleged herein be adjudged and decreed in
7 violation of the listed state antitrust laws, state consumer protection laws, and
8 common law;

9 c) Plaintiffs and the members of the Classes recover damages, to the
10 maximum extent allowed under applicable state law, and that a joint and several
11 judgment in favor of Plaintiffs and the members of such Classes be entered against
12 Defendants in an amount to be trebled to the extent such laws permit;

13 d) Plaintiffs and the members of the Classes recover damages, to the
14 maximum extent allowed by applicable state law , in the form of restitution and/or
15 disgorgement of profits unlawfully gained from them;

16 e) Defendants, their affiliates, successors, transferees, assignees and
17 other officers, directors, partners, agents and employees thereof, and all other
18 persons acting or claiming to act on their behalf or in concert with them, be
19 permanently enjoined and restrained from in any manner continuing, maintaining
20 or renewing the conduct, contract, conspiracy, or combination alleged herein, or
21 from entering into any other contract, conspiracy, or combination having a similar
22 purpose or effect, and from adopting or following any practice, plan, program, or
23 device having a similar purpose or effect;

24 f) Plaintiffs and the members of the Classes be awarded pre- and post-
25 judgment interest as provided by law, and that such interest be awarded at the
26 highest legal rate from and after the date of service of this Complaint;

27 g) Plaintiffs and the members of the Classes recover their costs of suit,
28 including reasonable attorneys' fees, as provided by law;

1 h) Plaintiffs and members of the Classes have such other and further
2 relief as the case may require and the Court may deem just and proper.

3 **JURY DEMAND**

4 Plaintiffs, on behalf of themselves and the Classes of all others similarly
5 situated, hereby demand a trial by jury on all issues so triable pursuant to Rule 38
6 of the Federal Rules of Civil Procedure.

7 DATED: May 8, 2017

**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**

8
9 By: s/Betsy C. Manifold
BETSY C. MANIFOLD

10 BETSY C. MANIFOLD
11 RACHELE R. RICKERT
12 750 B Street, Suite 2770
13 San Diego, CA 92101
14 Telephone: 619/239-4599
Facsimile: 619/234-4599
manifold@whafh.com
rickert@whafh.com

15 **WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**
16 FRED TAYLOR ISQUITH
17 THOMAS H. BURT
18 RANDALL S. NEWMAN
270 Madison Avenue
New York, New York 10016
Telephone: 212/545-4600
Facsimile: 212/545-4653
isquith@whafh.com
burt@whafh.com
newman@whafh.com

22 **WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLC**
23 THEODORE B. BELL
24 CARL MALMSTROM
One South Dearborn St., Suite 2122
Chicago, IL 60603
Telephone: 312/984-0000
Facsimile: 312/212-4401
tbell@whafh.com
malmstrom@whafh.com

27
28 *Interim Lead Counsel for the End Payer
Plaintiffs*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LOCKRIDGE GRINDAL NAUEN PLLP
HEIDI M. SILTON
KAREN H. RIEBEL
100 Washington Ave. South
Minneapolis, MN 55401
Telephone: 612/339-6900
Facsimile: 612/339-0981
hmsilton@locklaw.com
khriebel@locklaw.com

SHEPHERD FINKELMAN MILLER & SHAH LLP
JAYNE GOLDSTEIN
1625 N, Commerce Pkwy, Suite 320
Telephone: 866/849-7545
Facsimile: 866/300-7367
jgoldstein@sfmslaw.com

**CASEY GERRY
SCHENK FRANCAVILLA
BLATT & PENFIELD LLP**
DAVID S. CASEY, JR.
GAYLE M. BLATT
JEREMY ROBINSON
CAMILLE GUERRA
110 Laurel Street
San Diego, CA 92101
Telephone: 619/238-1811
Facsimile: 619/544-9232
dcasey@cglaw.com
gmb@cglaw.com
jrobinson@cglaw.com
camille@cglaw.com

PRITZKER LEVINE LLP
ELIZABETH PRITZKER
BETHANY CARACUZZO
180 Grand Ave., Suite 1390
Oakland, CA 94612
Telephone: 415/692-0772
Facsimile: 415/366-6110
ecp@pritzkerlevine.com
sy@pritzkerlevine.com

LEVI & KORSINSKY LLP
NANCY KULESA
30 Broad St., 24th Floor
New York, NY 1004
Telephone: 212/363-7500
Facsimile: 212/363-7171
nkulesa@zlk.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ZOLL & KRANZ LLC
MICHELLE KRANZ
6620 West Central Ave.
Suite 100
Toledo, OH 43617
Telephone: 419/841-9623
Facsimile: 419/841-9719
michelle@toledolaw.com

GAINEY, McKENNA & EGLESTON
THOMAS J. McKENNA
440 Park Avenue South
New York, NY 10016
Telephone: 212/983-1300
Facsimile: 212/983-0383
tjmckenna@gme-law.com

THE OLIVER LAW GROUP PC
ALYSON OLIVER
363 W. Big Beaver Rd., Suite 200
Troy, MI 48084
Telephone: 248/327-6556
Facsimile: 248/436-3385
aoliver@oliverlg.com

BOTTINI & BOTTINI, INC.
FRANCIS A. BOTTINI, JR.
7817 Ivanhoe Ave., Suite 102
La Jolla, CA 92037
Telephone: 858/914.2001
Facsimile: 858/914.2002
fbottini@bottinilaw.com

ZIMMERMAN LAW OFFICES PC
THOMAS A. ZIMMERMAN, JR.
MATTHEW C. DE RE
77 West Washington Street, Suite 1220
Chicago, IL 60602
Telephone: 312/440-0020
Facsimile: 312/440-4180
tom@attorneyzim.com
matt@attorneyzim.com

LAURENCE D. PASKOWITZ, ESQ.
208 East 51st St., Suite 380
New York, NY 10022
Telephone: 212/685.0969
Facsimile: 212/685.2306
lpaskowitz@pasklaw.com

SUSAN A. BERNSTEIN
200 Highland Avenue, Suite 306
Needham, MA 02494-3035

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Telephone: 781/290-5858
Facsimile: 781/247-4266
susan@sabernlaw.com

BAILEY GLASSER LLP
ERIC B. SNYDER
KATHERINE E. CHARONKO
209 Capitol St.
Charleston, WV 25301
Telephone: 304/345-6555
Facsimile: 304/342-1110
esnyder@baileyglasser.com
kcharonko@baileyglasser.com

STRAUS & BOIES, LLP
TIMOTHY D. BATTIN
NATHAN M. CIHLAR
CHRISTOPHER V. LE
CARLA M. VOIGT
4041 Fairfax Drive, Fifth Floor
Fairfax, VA 22201
Telephone: 703/764-8700
Facsimile: 703/764-8704
tbattin@straus-boies.com
ncihlar@straus-boies.com
cle@straus-boies.com
cvoigt@straus-boies.com

**TRUMP, ALIOTO, TRUMP &
PRESCOTT, LLP**
MARIO N. ALIOTO
LAUREN C. CAPURRO
2280 Union Street
San Francisco, CA 94123
Telephone: 415/563-7200
Facsimile: 415/346-0679
lauren russell@tatp.com

**SANDIA CASCADE LEGAL GROUP,
PLLC**
ROBERT TAYLOR-MANNING
1800 S. Jackson Street, #123
Seattle, WA 98144
Telephone: 206/292-6300
Facsimile: 206/292-6301
rtm@taylor-manning.net

**STOLL BERNE LOKTING
& SHLACHTER P.C.**
KEITH S. DUBANEVICH
STEVE D. LARSON
MARK A. FRIEL
209 SW Oak Street, Suite 500

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Portland, OR 97204
Telephone: 503/227-1600
Facsimile: 503/227-6840
kdubanevich@stollberne.com
slarson@stollberne.com
mfriel@stollberne.com

LAW OFFICE OF JERALD M. STEIN
JERALD M. STEIN
PO Box 1011
835 Main Street
Margaretville, NY 12455-1011
Telephone: 845/586-6111
Facsimile: 845/586-2815
jmsteinlaw@gmail.com

SULLIVAN HILL
DONALD G. REZ
550 West C Street, 15th Floor
San Diego, CA 92101
Telephone: 619/233-4100
Facsimile: 619/231-4372
rez@sullivanhill.com

ZELLE LLP
CHRISTOPHER T. MICHELETTI
JUDITH A. ZAHID
QIANWEI FU
44 Montgomery Street, Suite 3400
San Francisco, CA 94104
Telephone: 415/693-0700
Facsimile: 415/693-0770
cmicheletti@zelle.com
jzahid@zelle.com
qfu@zelle.com

THE KRALOWEC LAW GROUP
KIMBERLY A. KRALOWEC
KATHLEEN STYLES ROGERS
CHAD A. SAUNDERS
44 Montgomery Street, Suite 1210
San Francisco, CA 94104
Telephone: 415/546-6800
Facsimile: 415/546-6801
kkralowec@kraloweclaw.com
krogers@kraloweclaw.com
csaunders@kraloweclaw.com

HULETT HARPER STEWART LLP
KIRK B. HULETT
DENNIS STEWART
550 West C St., Suite 1500
San Diego, CA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Telephone: 619/338-1133
Facsimile: 619/338-1139
kbh@huletharper.com
dstewart@huletharper.com

KIRBY MCINERNEY LLP
ROBERT J. GRALEWSKI, JR.
600 B Street, Suite 1900
San Diego, CA 92101
Telephone: 619/398-6255
bgralewski@kmlp.com

NICHOLAS AND TOMASEVIC
CRAIG MCKENZIE NICHOLAS
ALEX M. TOMASEVIC
225 Broadway Suite 1900
San Diego, CA 92101
Telephon: 619/325-0492
Facsimile: 619/325-0496
cnicholas@nicholaslaw.org
atomasevic@nicholaslaw.org

ADEMI & O'REILLY, LLP
SHPETIM ADEMI
MARK ELDRIDGE
3620 East Layton Avenue
Cudahy, WI 53110
Telephone: 414/482-8000
sademi@ademilaw.com
meldridge@ademilaw.com

FINKELSTEIN THOMPSON, LLP
DOUGLAS G. THOMPSON, JR.
MICHAEL G. McLELLAN
James Place
1077 30th St, NW, Suite 150
Washington, DC 20007
Telephone: 202/337-8000
Facsimile: 202/337-8090
dthompson@finkelsteinthompson.com
mmclellan@finkelsteinthompson.com

WILSON TURNER KOSMO LLP
FREDERICK WILLIAM KOSMO, JR.
550 West C Street Suite 1050
San Diego, CA 92101-3532
Telephone: 619/236-9600
Facsimile: 619/236-9669
fkosmo@wilsonturnerkosmo.com

BLOOD HURST & O'REARDON LLP
TIMOTHY GORDON BLOOD
PAULA R. BROWN

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THOMAS J. O'REARDON
701 B Street, Suite 1700
San Diego, CA 92101
Telephone: 619/338-1100
Facsimile: 619/338-1101
tblood@bholaw.com
pbrown@bholaw.com
foreardon@bholaw.com

GUSTAFSON GLUEK PLLC
DANIEL E. GUSTAFSON
DANIEL C. HEDLUND
Canadian Pacific Plaza
120 So. 6th St., Ste. 2600
Minneapolis, MN 55402
Telephone: 612/333-8844
Facsimile: 612/339-6622
dgustafson@gustafsongluek.com
dhedlund@gustafsongluek.com

GROSS & KLEIN, LLP
STUART GEORGE GROSS
The Embarcadero Pier 9, Suite 100
San Francisco, CA 94111
Telephone: 415/671-4628
Facsimile: 415/480-6688
sgross@grosskleinlaw.com

SAFIRSTEIN METCALF LLP
PETER G. SAFIRSTEIN
1250 Broadway, 27th Floor
New York, NY 10001
Telephone: 212/201-2855
psafirstein@safirsteinmetcalf.com

*Additional Counsel for the End Payer
Plaintiffs*

SHELF.STABLE.SEAFOOD: 23884v.2

1 Betsy C. Manifold (182450)
 manifold@whafh.com
 2 Rachele R. Rickert (190634)
 rickert@whafh.com
 3 **Wolf Haldenstein Adler
 Freeman & Herz LLP**
 4 750 B Street, Suite 2770
 San Diego, CA 92101
 5 Telephone: 619/239-4599
 6 Facsimile: 619/234-4599

7 *Interim Lead Counsel for the End Payer Plaintiffs*

8 [Additional Counsel Listed on Signature Page]

9
 10 **UNITED STATES DISTRICT COURT**
 11 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

12
 13 IN RE: PACKAGED SEAFOOD
 14 PRODUCTS ANTITRUST LITIGATION

Case No. 15-MD-2670 JLS (MDD)

15
 16 This Document Relates To:
 17 The Indirect Purchaser End Payer Actions

18
 19 **[REDACTED] SECOND
AMENDED CONSOLIDATED
 20 CLASS ACTION COMPLAINT
 21 OF THE INDIRECT
 22 PURCHASER END PAYER
 23 PLAINTIFFS**

24 DEMAND FOR JURY TRIAL

25
 26 JUDGE: Hon. Janis L. Sammartino
 27 CTRM: 4A (4th Fl.—Schwartz)
 28

TABLE OF CONTENTS

	<u>Page No.</u>
1	
2	
3	
4	NATURE OF ACTION..... 1
5	PARTIES 32
6	AGENTS AND CO-CONSPIRATORS..... 14
7	
8	JURISDICTION AND VENUE..... 14
9	
10	CLASS ACTION ALLEGATIONS..... 153
11	RELEVANT MARKETS 251
12	INTERSTATE COMMERCE 27
13	
14	ADDITIONAL FACTUAL ALLEGATIONS 41
15	FRAUDULENT CONCEALMENT AND THE TOLLING OF THE STATUTE
16	OF LIMITATIONS 87
17	CAUSES OF ACTION..... 10189
18	
19	VIOLATIONS OF STATE ANTITRUST LAW 10189
20	VIOLATIONS OF STATE CONSUMER PROTECTION LAW 143122
21	UNJUST ENRICHMENT 184158
22	
23	PRAYER FOR RELIEF 2168183
24	JURY DEMAND 217185
25	
26	
27	
28	

1 Plaintiffs Louise Adams, Nay Alidad, ~~Paul Berger~~Jessica Bartling, Gay
2 Birnbaum, Barbara Blumstein, ~~Jessica Breitbach~~Sally Bredberg, Melissa Bowman,
3 Barbara Buening, Michael Buff, Scott Caldwell, Jade Canterbury, Laura Childs,
4 Casey Christensen, Jody Cooper, ~~Sally Crnkovich~~Kim Craig, Sundé Daniels,
5 Elizabeth Davis-Berg, Jessica Decker, Vivek Dravid, ~~Kenneth Dunlap~~, Brian
6 Depperschmidt, Gloria Emery, Ana Gabriela Felix Garcia, John Frick, Kathleen
7 Garner, Stephanie Gipson, Kathy Gore, Andrew Gorman, Tina Grant, Edgardo
8 Gutierrez, Lisa Hall, Mary Hudson, Tya Hughes, Amy Jackson, Marissa Jacobus,
9 Amy Joseph, Danielle Johnson, ~~Amy Joseph~~Zenda Johnston, Michael Juetten,
10 ~~Dwayne Kennedy~~Steven Kratky, Joseph A. Langston, Katherine Larson, Kathy
11 Lingnofski, Carla Lown, Katherine McMahon, Diana Mey, ~~Beth and~~Liza Milliner,
12 Laura Montoya, Rick Musgrave, Jennifer A. Nelson, Corey Norris, Barbara Olson,
13 ~~Jennifer A. Nelson, Jonathan Rizzo~~Kirsten Peck, John Pels, Valerie Peters,
14 Elizabeth Perron, John Peychal, Audra Rickman, Erica Rodriguez, Kaitlyn
15 Rooney, Joelyna A. San Agustin, Amber Sartori, Rebecca Lee Simoens, Robert
16 Skaff, Greg Stearns, Nancy Stiller, Christopher Todd, ~~David Ton~~, John Trent,
17 Elizabeth Twitchell, Bonnie ~~VanderLaan~~Vander Laan, Nigel Warren, Julie Wiese,
18 Thomas E. Willoughby III, and Daniel Zwirlein (collectively “Plaintiffs”), for their
19 consolidated complaint, allege upon personal knowledge as to themselves and their
20 own actions, and upon information and belief, including the investigation of
21 counsel, as follows:

22 **NATURE OF ACTION**

23 1. This is a class action concerning anticompetitive activity by the
24 Defendants Bumble Bee Foods LLC; Dongwon Industries Co., Ltd.; StarKist
25 Company; Del Monte Corporation (“Del Monte”); Thai Union Group Public
26 Company Limited; and Tri-Union Seafoods LLC d/b/a Chicken of the Sea
27 International (collectively “Defendants”). The claims alleged herein are brought
28 pursuant to ~~Section 1 of the Sherman Act, 15 U.S.C. § 1, and Section 3 of the~~

1 ~~Clayton Act, 15 U.S.C. § 14, as well as~~ various state antitrust, consumer
2 protection, and equitable laws as alleged. -This action is brought by Plaintiffs, on
3 behalf of themselves and Classes of persons and entities who indirectly purchased
4 ~~from~~shelf-stable packaged tuna (“Packaged Tuna”) produced by any Defendant or
5 current or former subsidiary or affiliate of any Defendant, ~~shelf-stable packaged~~
6 ~~seafood products (“PSPs”), including tuna, crab, mackerel, oyster, salmon, sardines~~
7 ~~and shrimp,~~ during the period from, and including, at least ~~August~~July 1, 2004
8 through such time as the anticompetitive effects of Defendants’ conduct ceases (the
9 “Class Period”).¹

10 2. The exact date of the conspiracy is uncertain, but it began no later
11 than 2004 and continued in force through at least July 2015 (the “Relevant
12 Period”). The effects of the conspiracy continue to the date of the filing of this
13 Complaint, as evidenced by the Class Period.

14 2.3. Defendants have conspired to raise, fix, stabilize or maintain prices of
15 and restrict capacity within the market for the sale of PSPsPackaged Tuna during
16 the Class Period.

17 3.4. With slowing and stagnating growth and margins in the United
18 States PSPPackaged Tuna industry, beginning in or about August 1, 2008in
19 2004, Defendants directly coordinated-the: (1) can and pouch sizes for tuna; (2)
20 pricing and market allocation for PSPs throughout of packaged tuna; (3)

21 _____
22 ¹ Discovery is necessary to determine the full scope of the conspiracy, including the
23 time frame, products and participants. Plaintiffs have only begun reviewing the
24 hundreds of thousands of merits-related documents produced by Defendants since
25 the beginning of April of 2017. Third-party document productions remain far from
26 complete. No depositions have been taken. Evidence indicates that further
27 discovery may demonstrate actionable cartel conduct significantly outside the
28 Class Period, and accordingly Plaintiffs reserve the right to amend to expand the
time period covered by the claims alleged.

1 promotional activity for packaged tuna; and (4) the offering of “FAD” (or “Fish
2 Aggregating Device”) Free labeling for tuna under the United States major
3 brands. As part of this coordination, Defendants agreed and conspired to
4 artificially increase prices for PSPsPackaged Tuna to record highs in spite of
5 reduced consumer interest and falling demand. The impacts of Defendants’
6 unlawful and anticompetitive conduct are ongoing and continue to this day.

7 **PARTIES**

8 **Plaintiffs**

9 4.5. Plaintiff Louise Adams is domiciled in Chippewa County, Michigan,
10 and purchased PSPs, primarily canned tuna, Packaged Tuna indirectly from one or
11 more Defendants in the State of Michigan during the Class Period.

12 5.6. Plaintiff Nay Alidad is domiciled in Clark County, Nevada, and
13 purchased PSPs, primarily canned tuna, Packaged Tuna indirectly from one or more
14 Defendants in the State of Nevada during the Class Period.

15 6.7. Plaintiff Paul Berger Jessica Bartling is domiciled in the District of
16 Columbia Hillsborough County, New Hampshire, and purchased PSPs, primarily
17 canned tuna, Packaged Tuna indirectly from one or more Defendants in the
18 District State of Columbia New Hampshire during the Class Period.

19 8. Plaintiff Gay Birnbaum is domiciled in Beaufort County, South
20 Carolina, and purchased Packaged Tuna indirectly from one or more Defendants in
21 the State of South Carolina during the Class Period.

22 7. Plaintiff Barbara Blumstein is domiciled in Palm Beach County,
23 Florida, and purchased PSPs, primarily canned tuna, Packaged Tuna indirectly from
24 one or more Defendants in the State of Florida during the Class Period.

25 8.9. Plaintiff Jessica Breitbach is domiciled in Milwaukee County,
26 Wisconsin, and purchased PSPs, primarily canned tuna, indirectly from one or
27 more Defendants in the States of Illinois and Wisconsin during the Class Period.

28 9.10. Plaintiff Melissa Bowman is domiciled in Douglas County, Nebraska,

1 and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or
2 more Defendants in the State of Nebraska during the Class Period.

3 11. Plaintiff Sally Bredberg is domiciled in Cook County, Illinois, and
4 purchased Packaged Tuna indirectly from one or more Defendants in the State of
5 Illinois during the Class Period.

6 ~~10.12.~~ Plaintiff Barbara Buenning is domiciled in Dodge County, Nebraska,
7 and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or
8 more Defendants in the State of Nebraska during the Class Period.

9 ~~11.13.~~ Plaintiff Michael Buff is domiciled in Albany County, New York, an
10 purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or more
11 Defendants in the State of New York during the Class Period.

12 ~~12.14.~~ Plaintiff Scott Caldwell is domiciled in Essex County, Massachusetts,
13 and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or
14 more Defendants in the ~~States~~State of ~~California and~~ Massachusetts during the
15 Class Period.

16 ~~13.15.~~ Plaintiff Jade Canterbury is domiciled in Monroe County, West
17 Virginia, and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly
18 from one or more Defendants in the State of West Virginia during the Class Period.

19 ~~14.16.~~ Plaintiff Laura Childs is domiciled in Washington County, Minnesota,
20 and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or
21 more Defendants in the State of Minnesota during the Class Period.

22 ~~15.17.~~ Plaintiff Casey Christensen is domiciled in Lincoln County, South
23 Dakota, and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from
24 one or more Defendants in the State of South Dakota during the Class Period.

25 ~~16.18.~~ Plaintiff Jody Cooper is domiciled in Merrimack County, New
26 Hampshire, and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna, indirectly
27 from one or more Defendants in the State of New Hampshire.

28 ~~17.19.~~ Plaintiff ~~Sally Crnkovich~~Kim Craig is domiciled in ~~Cook~~Garland

1 County, ~~Illinois~~Arkansas, and purchased ~~PSPs, primarily canned tuna,~~Packaged
2 Tuna indirectly from one or more Defendants in the State of ~~Illinois~~Arkansas
3 during the Class Period.

4 ~~18-20.~~ Plaintiff Sundé Daniels is domiciled in Norfolk County,
5 Massachusetts and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna
6 indirectly from one or more Defendants in the State of Massachusetts during the
7 Class Period.

8 ~~19-21.~~ Plaintiff Elizabeth Davis-Berg is domiciled in Cook County, Illinois,
9 and purchased ~~PSPs, primarily packaged tuna,~~Packaged Tuna indirectly from one
10 or more Defendants in the State of Illinois during the Class Period.

11 ~~20-22.~~ Plaintiff Jessica Decker is domiciled in Ingham County, Michigan,
12 and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or
13 more Defendants in the State of Michigan during the Class Period.

14 ~~21.~~ Plaintiff Vivek Dravid is domiciled in ~~Salt Lake~~Cuyahoga County,
15 ~~Utah~~Ohio, and purchased ~~PSPs, primarily canned tuna, indirectly from one or more~~
16 ~~Defendants in the States of New Mexico, Illinois, and Utah during the Class~~
17 ~~Period.~~

18 ~~22-23.~~ Plaintiff ~~Kenneth Dunlap is domiciled in Milwaukee County,~~
19 ~~Wisconsin, and purchased PSPs, primarily canned tuna,~~Packaged Tuna indirectly
20 from one or more Defendants in the State of ~~Wisconsin~~Utah during the Class
21 Period.

22 ~~23-24.~~ Plaintiff Brian Depperschmidt is domiciled in Sedgwick County,
23 Kansas, and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from
24 one or more Defendants in the State of Kansas during the Class Period.

25 ~~25.~~ Plaintiff Gloria Emery is domiciled in Hawaii County, Hawaii, and
26 ~~purchased Packaged Tuna indirectly from one or more Defendants in the State of~~
27 ~~Hawaii during the Class Period.~~

28 ~~26.~~ Plaintiff Ana Gabriela Felix Garcia is domiciled in the District of

1 Columbia and purchased Packaged Tuna indirectly from one or more Defendants
2 in the State of Arizona and the District of Columbia during the Class Period.

3 27. Plaintiff John Frick is domiciled in Jackson County, Missouri, and
4 purchased Packaged Tuna indirectly from one or more Defendants in the State of
5 Missouri during the Class Period.

6 28. Plaintiff Kathleen Garner is domiciled in Clark County, Arkansas, and
7 purchased Packaged Tuna indirectly from one or more Defendants in the State of
8 Arkansas during the Class Period.

9 24-29. Plaintiff Stephanie Gipson is domiciled in Chittenden County,
10 Vermont, and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly
11 from one or more Defendants in the ~~States~~State of ~~New York and~~ Vermont during
12 the Class Period.

13 25-30. Plaintiff Kathy Gore is domiciled in Portales County, New Mexico,
14 and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly from one or
15 more Defendants in the State of New Mexico during the Class Period.

16 31. Plaintiff Andrew Gorman is domiciled in the District of Columbia,
17 and purchased Packaged Tuna indirectly from one or more Defendants in the
18 District of Columbia and the State of Virginia during the Class Period.

19 26-32. Plaintiff Tina Grant is domiciled in Salt Lake County, Utah, and
20 purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly from one or more
21 Defendants in the States of Arizona and Utah during the Class Period.

22 33. Plaintiff Edgardo Gutierrez is domiciled in Broward County, Florida,
23 and purchased Packaged Tuna indirectly from one or more Defendants in the State
24 of Florida during the Class Period.

25 27-34. Plaintiff Lisa Hall is domiciled in Saline County, Kansas, and
26 purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly from one or more
27 Defendants in the State of Kansas during the Class Period.

28 28-35. Plaintiff Mary Hudson is domiciled in San Diego County, California,

1 and purchased ~~PSPs, primarily canned tuna, Packaged Tuna~~ indirectly from one or
2 more Defendants in the State of California during the Class Period.

3 ~~29-36.~~ Plaintiff Tya Hughes is domiciled in Ward County, North Dakota, and
4 purchased ~~PSPs, primarily canned tuna, Packaged Tuna~~ indirectly from one or more
5 Defendants in the ~~State~~States of ~~Arizona, California, and~~ North Dakota during the
6 Class Period.

7 ~~30-37.~~ Plaintiff Amy Jackson is domiciled in the Territory of Guam and
8 purchased ~~PSPs, primarily canned tuna, Packaged Tuna~~ indirectly from one or more
9 Defendants in the Territory of Guam and the State of California during the Class
10 Period.

11 ~~31-38.~~ Plaintiff Marissa Jacobus is domiciled in Calaveras County,
12 California, and purchased ~~PSPs, primarily canned tuna, Packaged Tuna~~ indirectly
13 from one or more Defendants in the State of ~~California~~Virginia during the Class
14 Period.

15 39. Plaintiff Amy Joseph is domiciled in DuPage County, Illinois, and
16 purchased Packaged Tuna indirectly from one or more Defendants in the State of
17 Illinois during the Class Period.

18 ~~32-40.~~ Plaintiff Danielle Johnson is domiciled in Multnomah County,
19 Oregon, and purchased ~~PSPs, primarily canned tuna, Packaged Tuna~~ indirectly
20 from one or more Defendants in the State of Oregon during the Class Period.

21 ~~33-41.~~ Plaintiff ~~Amy Joseph~~Zenda Johnston is domiciled in ~~DuPage~~Orange
22 County, ~~Illinois~~Florida, and purchased ~~PSPs, primarily canned tuna, Packaged Tuna~~
23 indirectly from one or more Defendants in the State of ~~Illinois~~Florida during the
24 Class Period.

25 ~~34-42.~~ Plaintiff Michael Juetten is domiciled in Los Angeles County,
26 California, and purchased ~~PSPs, primarily canned tuna, Packaged Tuna~~ indirectly
27 from one or more Defendants in the ~~State~~States of California and Wisconsin during
28 the Class Period.

1 35.43. Plaintiff ~~Dwayne Kennedy~~ Steven Kratky is domiciled in ~~Clark~~
2 ~~County, Nevada~~ the independent city of St. Louis, Missouri, and purchased ~~PSPs,~~
3 ~~primarily canned tuna,~~ Packaged Tuna indirectly from one or more Defendants in
4 the State of ~~Nevada~~ Missouri during the Class Period.

5 36.44. Plaintiff Joseph A. Langston is domiciled in Benton County,
6 Arkansas, and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly
7 from one or more Defendants in the State of Arkansas during the Class Period.

8 45. Plaintiff Katherine Larson is domiciled in Hennepin County,
9 Minnesota, and purchased Packaged Tuna indirectly from one or more Defendants
10 in the State of Minnesota during the Class Period.

11 46. Plaintiff Kathy Lingnofski is domiciled in Outagamie County,
12 Wisconsin, and purchased Packaged Tuna indirectly from one or more Defendants
13 in the State of Wisconsin during the Class Period.

14 37.47. Plaintiff Carla Lown is domiciled in Blackhawk County, Iowa, and
15 purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly from one or more
16 Defendants in the State of Iowa during the Class Period.

17 38.48. Plaintiff Katherine McMahon is domiciled in Washington County,
18 Rhode Island, and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna
19 indirectly from one or more Defendants in the State of Rhode Island during the
20 Class Period.

21 39.49. Plaintiff Diana Mey is domiciled in Ohio County, West Virginia, and
22 purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly from one or more
23 Defendants in the State of West Virginia during the Class Period.

24 40.50. ~~Plaintiffs Beth and~~ Plaintiff Liza Milliner ~~are~~ is domiciled in
25 Washington County, Oregon, and purchased ~~PSPs, primarily canned~~
26 ~~tuna,~~ Packaged Tuna indirectly from one or more Defendants in the State of Oregon
27 during the Class Period.

28 51. Plaintiff Laura Montoya is domiciled in Rio Arriba County, New

1 Mexico, and purchased Packaged Tuna indirectly from one or more Defendants in
2 the State of Arizona during the Class Period.

3 41-52. Plaintiff Rick Musgrave is domiciled in Contra Costa County,
4 California, and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly
5 from one or more Defendants in the State of California during the Class Period.

6 53. Plaintiff Jennifer A. Nelson domiciled in Bennington County,
7 Vermont, and purchased Packaged Tuna indirectly from one or more Defendants in
8 the States of Iowa, New York, and Vermont during the Class Period.

9 42-54. Plaintiff Corey Norris is domiciled in Johnston County, North
10 Carolina, and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly
11 from one or more Defendants in the State of North Carolina during the Class
12 Period.

13 43-55. Plaintiff Barbara Olson is domiciled in Washtenaw County, Michigan,
14 and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly from one or
15 more Defendants in the State of Michigan during the Class Period.

16 56. ~~Plaintiff Jennifer A. Nelson~~ Plaintiff Kirsten Peck is domiciled in
17 ~~Bennington~~ Williamson County, ~~Vermont~~ Tennessee, and purchased ~~PSPs,~~
18 ~~primarily canned tuna,~~ Packaged Tuna indirectly from one or more Defendants in
19 the State of Tennessee during the Class Period.

20 44-57. Plaintiff John Pels is domiciled in Sonoma County, California, and
21 purchased Packaged Tuna indirectly from one or more Defendants in the States of
22 ~~Iowa, New York, Arizona~~ and ~~Vermont~~ California during the Class Period.

23 58. Plaintiff ~~Jonathan Rizzo~~ Elizabeth Perron is domiciled in
24 ~~Maricopa~~ Worcester County, ~~Arizona,~~ Massachusetts and purchased ~~PSPs, primarily~~
25 ~~canned tuna,~~ Packaged Tuna, indirectly from one or more Defendants in the States
26 of Massachusetts and Rhode Island during the Class Period.

27 59. Plaintiff Valerie Peters is domiciled in Broward County, Florida, and
28 purchased Packaged Tuna indirectly from one or more Defendants in the State of

1 Florida during the Class Period.

2 45-60. Plaintiff John Peychal is domiciled in Sevier County, Tennessee, and
3 purchased Packaged Tuna indirectly from one or more Defendants in the State of
4 Arizona during the Class Period.

5 61. Plaintiff Audra Rickman is domiciled in Brunswick County, North
6 Carolina, and purchased Packaged Tuna indirectly from one or more Defendants in
7 the State of North Carolina during the Class Period.

8 62. Plaintiff Erica Rodriguez is domiciled in Maricopa County, Arizona,
9 and purchased Packaged Tuna indirectly from one or more Defendants in the State
10 of Arizona during the Class Period.

11 63. Plaintiff Kaitlyn Rooney is domiciled in the District of Columbia, and
12 purchased Packaged Tuna indirectly from one or more Defendants in the District
13 of Columbia during the Class Period.

14 46-64. Plaintiff Joelyna A. San Agustin is domiciled in the Territory of Guam
15 and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly from one or
16 more Defendants in the Territory of Guam during the Class Period.

17 65. Plaintiff Amber Sartori is domiciled in Mecklenburg County, North
18 Carolina, and purchased Packaged Tuna indirectly from one or more Defendants in
19 the States of Missouri and North Carolina during the Class Period.

20 47-66. Plaintiff Rebecca Lee Simoens is domiciled in St. Charles County,
21 Missouri, and purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly
22 from one or more Defendants in the State of Missouri during the Class Period.

23 67. Plaintiff Robert Skaff is domiciled in Rockingham County, New
24 Hampshire, and purchased Packaged Tuna indirectly from one or more Defendants
25 in the State of New Hampshire during the Class Period.

26 48-68. Plaintiff Greg Stearns is domiciled in Waldo County, Maine, and
27 purchased ~~PSPs, primarily canned tuna,~~ Packaged Tuna indirectly from one or more
28 Defendants in the State of Maine during the Class Period.

1 49-69. Plaintiff Nancy Stiller is domiciled in Washoe County, Nevada, and
2 purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or more
3 Defendants in the State of Nevada during the Class Period.

4 50-70. Plaintiff Christopher Todd is domiciled in New Orleans Parish,
5 Louisiana, and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly
6 from one or more Defendants in the State of Mississippi during the Class Period.

7 ~~51. Plaintiff David Ton is domiciled in San Diego County, California, and
8 purchased PSPs, primarily canned tuna, indirectly from one or more Defendants in
9 the State of California during the Class Period.~~

10 52-71. Plaintiff John Trent is domiciled in Shelby County, Tennessee, and
11 purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or more
12 Defendants in the State of ~~Florida~~Tennessee during the Class Period.

13 53-72. Plaintiff Elizabeth Twitchell is domiciled in the independent city of
14 Alexandria, Virginia, and purchased ~~PSPs, primarily canned tuna~~Packaged Tuna,
15 indirectly from one or more Defendants in the ~~States~~State of ~~Illinois, North
16 Carolina, and~~ Virginia during the Class Period.

17 54-73. Plaintiff Bonnie ~~VanderLaan~~Vander Laan is domiciled in Emmons
18 County, North Dakota, and purchased ~~PSPs, primarily canned tuna~~Packaged Tuna,
19 indirectly from one or more Defendants in the ~~States~~State of North Dakota ~~and
20 South Dakota~~ during the Class Period.

21 55-74. Plaintiff Nigel Warren is domiciled in Kings County, New York, and
22 purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna indirectly from one or more
23 Defendants in the State of New York during the Class Period.

24 ~~75. Plaintiff Julie Wiese is domiciled in Milwaukee County, Wisconsin,
25 and purchased Packaged Tuna indirectly from one or more Defendants in the State
26 of Wisconsin during the Class Period.~~

27 56-76. Plaintiff Thomas E. Willoughby III is domiciled in Cumberland
28 County, Maine, and purchased ~~PSPs, primarily canned tuna,~~Packaged Tuna

1 indirectly from one or more Defendants in the State of Maine during the Class
2 Period.

3 77. Plaintiff Daniel Zwirlein is domiciled in Waukesha County,
4 Wisconsin, and purchased Packaged Tuna indirectly from one or more Defendants
5 in the State of Wisconsin during the Class Period.

6 **Defendants**

7 **Chicken of the Sea Defendants**

8 ~~57-78.~~ Defendant Tri-Union Seafoods, LLC d/b/a Chicken of the Sea
9 International (“Tri-Union” or “COSI”) is a Delaware corporation with its
10 principal place of business at ~~4510 Executive Drive, No. 39330 Scranton Rd.~~
11 ~~#500~~, San Diego, CA 92121.

12 ~~58-79.~~ Defendant ~~COSI and sister company King Oscar, Inc. are~~ Tri-Union is
13 a wholly-owned ~~subsidiaries~~ subsidiary of Defendant Thai Union Frozen
14 Products Group Public Company, Ltd. (“Thai Union”), Limited, a publicly held
15 company headquartered in Thailand.

16 80. Defendant Thai Union Group Public Company Limited (“Thai Union”
17 or “TUG”) is a corporation organized and doing business under the laws of
18 Thailand. Its head office is located at 72/1 Moo 7, Sethakit 1 Road, Tambon
19 Tarsai, Mueang Samut Sakhon District, Amphur Muangsamutsakorn, Samutsakorn
20 74000, Thailand. TUG is the world’s largest canned tuna producer, processing
21 18% of the world’s production. It is the largest canned tuna producer in Thailand.

22 81. Unless otherwise stated, below, Tri-Union and TUG are collectively
23 referred to as “Chicken of the Sea” or “COSI”.

24 **Bumble Bee**

25 82. Defendant Bumble Bee Foods LLC, f/k/a Bumble Bee Seafoods LLC
26 (“Bumble Bee”) is a Delaware corporation with its principal place of business at
27 9655 Granite Ridge Drive, Suite 100, San Diego, CA 92123.

28 ~~59-83.~~ Bumble Bee is a wholly-owned subsidiary of Lion Capital, a private

1 investment firm headquartered in the United Kingdom, which purchased it from
2 private investment firm Centre Partners in 2010, following its merger with Connor
3 Brothers Limited in in 2004.

4 **StarKist Defendants**

5 ¶84. Defendant StarKist Company (~~“StarKist”~~) is a Delaware corporation
6 with its principal place of business at 225 North Shore Drive, Suite 400,
7 Pittsburgh, PA 15212. StarKist Company is a wholly-owned subsidiary of
8 Dongwon Industries Co. Ltd. (“Dongwon”), which is headquartered in the
9 Republic of Korea.

10 85. Defendant Dongwon Industries Co. Ltd. is a corporation organized
11 and doing business under the laws of South Korea, with its headquarters located at
12 Dongwon Industries Building 7th floor, Mabang-ro 68 (Yangjae-dong), Seocho-gu,
13 Seoul, Korea. Dongwon is a publicly traded company listed on the Korean Stock
14 Exchange. It is the largest producer of canned tuna in South Korea.

15 **Del Monte Defendants** ~~and their co-conspirators directly~~

16 86. Defendant Del Monte Corporation (“Del Monte”), now known as Big
17 Heart Pet Brands, Inc., is a Delaware corporation with its principal place of
18 business at 1 Strawberry Lane, Orrville, Ohio, 44667.

19 87. In 2014, Del Monte Pacific Limited acquired the canned and through
20 their affiliates processed foods portfolio of the Del Monte Corporation. As a
21 result, the remainder of the Del Monte business not acquired in the transaction was
22 renamed Big Heart Pet Brands, Inc., which now largely focuses on the remaining
23 pet foods portfolio.

24 ¶88. Del Monte acquired StarKist Company in 2002. Through StarKist
25 Company, Del Monte Produced and sold Packaged Tuna throughout the United
26 States (including in this District), its territories and the District of Columbia. On
27 June 6, 2008, Del Monte sold StarKist Company to Dongwon; the divestiture was
28 completed on October 6, 2008. According to a filing by Del Monte with the

1 Securities & Exchange Commission (“SEC”), “[a]t the time of sale, Del Monte
2 entered into a two-year Operating Services Agreement (which was completed in
3 September 2010) pursuant to which the Company provided operational services to
4 StarKist Company such as warehousing, distribution, transportation, sales,
5 information technology and administration.”

6 AGENTS AND CO-CONSPIRATORS

7 ~~62.89.~~ On information and belief, other corporations, partnerships, or business
8 entities, currently unknown to Plaintiffs, are co-conspirators with Defendants in
9 their unlawful restraints of trade. Various persons that are not named as
10 Defendants have participated as co-conspirators in the violations alleged herein
11 and have performed acts and made statements in furtherance thereof.

12 ~~63.90.~~ These other persons or entities have facilitated, adhered to,
13 participated in, and/or communicated with others regarding the alleged
14 conspiracy to raise ~~prices of PSPs and the anticompetitive and unduly restrictive~~
15 ~~exclusive dealing agreements addressed in this lawsuit and maintain prices of~~
16 ~~Packaged Tuna and restrict offerings alleged.~~ Plaintiffs reserve the right to name
17 some or all of these entities as Defendants at a later date.

18 JURISDICTION AND VENUE

19 ~~64.91.~~ Plaintiffs seek consideration paid, damages, restitution, treble
20 damages or three times consideration paid by consumers of ~~PSPs~~ Packaged Tuna,
21 disgorgement, other monetary relief, ~~injunctive~~ and other equitable relief under
22 various state antitrust, consumer protection and unfair trade practices laws, and
23 state unjust enrichment laws, as alleged specifically herein, as well as costs of
24 suit, including reasonable attorneys’ fees, for the injuries that Plaintiffs and all
25 others similarly situated sustained as a result of Defendants’ violations of those
26 laws. ~~This Consolidated Class Action Complaint of the Indirect Purchaser End~~
27 ~~Payer Plaintiffs (“CAC”) is also filed under Section 16 of the Clayton Act, 15~~
28 ~~U.S.C. § 26, to obtain injunctive relief and to recover the costs of suit, including~~

~~1 reasonable attorneys' fees, for the injuries sustained by Plaintiffs and all others
2 similarly situated as a result of Defendants' violations of Section 1 of the Sherman
3 Act, 15 U.S.C. § 1.~~

~~4 65.92.~~ This Court has jurisdiction ~~over the federal claim under Section 16 of
5 the Clayton Act, 15 U.S.C. § 26, as well as~~ under 28 U.S.C. §§ 1331, 1337. The
6 Court has jurisdiction over the state law claims under 28 U.S.C. § 1367 because
7 those claims are so related to the federal claim brought by Plaintiffs at the time the
8 matter was originally brought that they form part of the same case or controversy.
9 Independently, this, and the Court may continue to exercise jurisdiction even if no
10 federal claim remains. This Court also has subject matter jurisdiction over the
11 state law claims under 28 U.S.C. § 1332 because the amount in controversy for
12 each of the Classes exceeds \$5,000,000, there are more than 100 members in each
13 of the Classes, and there are members of some of the Classes who are citizens of
14 different states than Defendants.

~~15 66.93.~~ Venue is proper in this Judicial District because (1) Defendants ~~Tri-~~
16 ~~UnionCOSI~~ and Bumble Bee each have their principal places of business within
17 this District ~~and;~~ (2) each Defendant transacts a substantial amount of business in
18 this District, and (3) each Defendant and the conduct alleged has affected, and
19 continues to affect, a substantial amount of trade and commerce in this District.

CLASS ACTION ALLEGATIONS

~~21 67.— Plaintiffs bring the claims asserted in this action on behalf of
22 themselves and as class claims under Federal Rules of Civil Procedure, Rule
23 23(a) and (b)(2), seeking equitable and injunctive relief on behalf of the following
24 classes (defined for use in this CAC as the “Nationwide Sherman Act Class”, the
25 “Nationwide Cartwright Act Class” and the “State Classes” each of which is
26 individually described and further defined):~~

~~27 68.— The Nationwide Sherman Act Class consists of:~~

~~28 All persons and entities who resided in the United States who indirectly~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~purchased PSPs for end consumption and not for resale, from any Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period for equitable and injunctive relief under the Sherman Act.~~

~~69.—The Nationwide Cartwright Act Class consists of:~~

~~All persons and entities who resided in the United States who indirectly purchased PSPs for end consumption and not for resale, from any Defendants or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period for equitable and injunctive relief and appropriate damages under California’s Cartwright Act.~~

~~70.~~94. Plaintiffs as specifically identified herein also bring claims asserted in this action on behalf of themselves and as a class claims under Federal Rules of Civil Procedure, Rule 23(a) and (b)(3), seeking damages pursuant to various the state antitrust, unfair competition, and consumer protection laws of the states listed below on behalf of the following classes (~~collectively, the “State Classes”~~): the Illinois Brick Repealer Cartwright Act Class and the State Classes, each of which is individually described and further defined:

(a) Illinois Brick Repealer Cartwright Act class: All persons and entities who resided in one of the States described in paragraphs 94(b) to 94(gg), specifically Arizona, Arkansas, California, the District of Columbia, Florida, Guam, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, West Virginia, and Wisconsin, who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(a)~~(b) Arizona class: All persons and entities who resided in the State of Arizona who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(b)(c) **Arkansas class:** All persons and entities who resided in the State of Arkansas who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(e)(d) **California class:** All persons and entities who resided in the State of California who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(d)(e) **District of Columbia class:** All persons and entities who resided in the District of Columbia who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(e)(f) **Florida class:** All persons and entities who resided in the State of Florida who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(f)(g) **Guam class:** All persons and entities who resided in the Territory of Guam who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(g)(h) **IllinoisHawaii class:** All persons and entities who resided in the State of Illinois-Hawaii who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~(h)~~(i) **Iowa class:** All persons and entities who resided in the State of Iowa who indirectly purchased ~~PSPs~~Packaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period, or from August 25, 2011 to the present for antitrust claims.

~~(i)~~(j) **Kansas class:** All persons and entities who resided in the State of Kansas who indirectly purchased ~~PSPs~~Packaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, ~~during~~from August 25, 2012 to the Class Period~~present.~~

~~(j)~~(k) **Maine class:** All persons and entities who resided in the State of Maine who indirectly purchased ~~PSPs~~Packaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, ~~during~~from August 25, 2009 to the Class Period~~present for statutory claims.~~

~~(l)~~ **Massachusetts class:** All persons and entities who resided in the State of Massachusetts who indirectly purchased ~~PSPs~~Packaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(m)~~ **Michigan class:** All persons and entities who resided in the State of Michigan who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(k)~~~~(n)~~ **Minnesota class:** All persons and entities who resided in the State of Minnesota who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~(l) **Michigan class:** All persons and entities who resided in the State of Michigan who indirectly purchased PSPs for end consumption and not for resale, from any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

~~(m) **Minnesota class:** All persons and entities who resided in the State of Minnesota who indirectly purchased PSPs for end consumption and not for resale, from any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

(o) **Mississippi class:** All persons and entities who resided in the State of Mississippi who indirectly purchased ~~PSPs~~Packaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

(p) **Missouri class:** All persons and entities who resided in the State of Missouri who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(n)~~(q) **Nebraska class:** All persons and entities who resided in the State of Nebraska who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(o) **Missouri class:** All persons and entities who resided in the State of Missouri who indirectly purchased PSPs for end consumption and not for resale, from any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

~~(p) **Nebraska class:** All persons and entities who resided in the State of Nebraska who indirectly purchased PSPs for end consumption and not for resale, from any Defendant or any current or former~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

~~(q)~~(r) **Nevada class**: All persons and entities who resided in the State of Nevada who indirectly purchased **PSPsPackaged Tuna** for end consumption and not for resale, ~~from~~**produced by** any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(r)~~(s) **New Hampshire class**: All persons and entities who resided in the State of New Hampshire who indirectly purchased **PSPsPackaged Tuna** for end consumption and not for resale, ~~from~~**produced by** any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(t)~~ **New Mexico class**: All persons and entities who resided in the State of New Mexico who indirectly purchased **PSPsPackaged Tuna** for end consumption and not for resale, **produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.**

~~(u)~~ **New York class**: **All persons and entities who resided in the State of New York who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, during the Class Period, or from August 25, 2012 to the present for consumer protection claims.**

~~(s)~~(v) **North Carolina class**: **All persons and entities who resided in the State of North Carolina who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.**

~~(t)~~ **New York class**: **All persons and entities who resided in the State of New York who indirectly purchased PSPs for end consumption and not for resale, from any Defendant or any current or former**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

~~(u) **North Carolina class:** All persons and entities who resided in the State of North Carolina who indirectly purchased PSPs for end consumption and not for resale, from any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

~~(v)(w) **North Dakota class:** All persons and entities who resided in the State of North Dakota who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

~~(w)(x) **Oregon class:** All persons and entities who resided in the State of Oregon who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

~~(x)(y) **Rhode Island class:** All persons and entities who resided in the State of Rhode Island who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, ~~during~~between July 15, 2013 and the Class Period~~present.~~~~

~~(y)(z) **South DakotaCarolina class:** All persons and entities who resided in the State of South ~~Dakota~~Carolina who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.~~

~~(aa) **UtahSouth Dakota class:** All persons and entities who resided in the State of ~~Utah~~South Dakota who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, ~~from~~produced by any Defendant or any current or former~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(z)~~(bb) Tennessee class: All persons and entities who resided in the State of Tennessee who indirectly purchased Packaged Tuna for end consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(aa)~~(cc) VermontUtah class: All persons and entities who resided in the State of VermontUtah who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, fromproduced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(bb)~~(dd) VirginiaVermont class: All persons and entities who resided in the State of VirginiaVermont who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, fromproduced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(ee)~~(ee) West-Virginia class: All persons and entities who resided in the State of West—Virginia who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, fromproduced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

~~(dd)~~(ff) WisconsinWest Virginia class: All persons and entities who resided in the State of WisconsinWest Virginia who indirectly purchased PSPsPackaged Tuna for end consumption and not for resale, fromproduced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

The Nationwide Classes

(gg) Wisconsin class: All persons and entities who resided in the State of Wisconsin who indirectly purchased Packaged Tuna for end

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

consumption and not for resale, produced by any Defendant or any current or former subsidiary or affiliate thereof, or any co-conspirator, during the Class Period.

71-95.The Illinois Brick Repealer Cartwright Act Class and the State Classes are collectively referred to herein as the “Classes” unless otherwise indicated.

72-96.Excluded from each of the Classes are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, all judges assigned to this matter, all jurors in this matter, and all persons and entities who only purchased PSPsPackaged Tuna directly or for resale.

73-97.Each of the Classes is so numerous that joinder of all members would be impracticable. While Plaintiffs do not know the exact number of members of each of the Classes, Plaintiffs believe there are at least hundreds of thousands of members in each of the Classes.

74-98.Common questions of law and fact exist as to all members of each of the Classes. This is particularly true given the nature of Defendants’ conspiracy, which was generally applicable to all members of each of the Classes, thereby making appropriate relief with respect to each Class as a whole. Such questions of law and fact common to the Classes include, but are not limited to:

- (a) Whether the Defendants and their co-conspirators engaged in a combination and conspiracy to fix, raise, maintain or stabilize the prices of PSPsPackaged Tuna sold in the United States and in each of the States alleged herein;
- (b) The identity of the participants of the alleged conspiracy;
- (c) The duration of the alleged conspiracy and the acts carried out by Defendants and their co-conspirators in furtherance of the conspiracy;

~~1 (d) Whether Defendants' alleged conduct violated the Sherman and
2 Clayton Acts;~~

~~3 (e)(d) Whether Defendants' alleged conduct violated various state
4 antitrust and restraint of trade laws;~~

~~5 (f)(e) Whether Defendants' alleged conduct violated various state
6 consumer protection and unfair competition laws;~~

~~7 (g)(f) Whether the conduct of Defendants and co-conspirators, as alleged
8 in this Complaint, caused injury to the business or property of
9 Plaintiffs and the members of the Classes;~~

~~10 (h)(g) The effect of Defendants' alleged conduct on the prices of
11 PSPsPackaged Tuna sold in the United States during the Class
12 Period; and~~

~~13 (i)(h) The appropriate relief for the Classes, including injunctive and
14 equitable relief.~~

15 ~~75-99.~~ Each Plaintiff's claims are typical of the claims of the members of the
16 respective Classes each Plaintiff seeks to represent, and each Plaintiff will fairly
17 and adequately protect the interests of the respective classes such ~~plaintiff~~ Plaintiff
18 seeks to represent. Each of the Plaintiffs and all members of the Classes that
19 Plaintiffs seek to represent were similarly affected by Defendants' wrongful
20 conduct in that they paid artificially inflated prices for PSPsPackaged Tuna
21 purchased indirectly from the Defendants and/or their co-conspirators.

22 ~~76-100.~~ Each Plaintiff's claims arise out of the same common course of
23 conduct giving rise to the claims of the other members of each of the Classes that
24 each Plaintiff seeks to represent. Each Plaintiff's interests are coincident with, and
25 not antagonistic to, those of the other members of the respective Classes that
26 plaintiff seeks to represent. Plaintiffs are represented by counsel who are
27 competent and experienced in the prosecution of antitrust and class action
28 litigation.

~~1 products, or PSPs. These are tuna, crab, mackerel, oyster, salmon, sardines and
2 shrimp, packaged such that they may be transported and stored at room
3 temperature. Packaged Tuna.~~

~~4 82.106. The market in the United States for PSPsPackaged Tuna is
5 approximately \$~~2.6~~1.8 billion annually. ~~There are four generally recognized
6 categories of PSPs: (1) tuna, the largest, accounting for approximately 71% of
7 U.S. sales of PSPs; (2) salmon; (3) sardines; and (4) “specialty” PSPs which are
8 largely invertebrates, and include crab, shrimp and bivalves. Defendants account
9 for nearly 80% of PSP tuna sales in the United States and a slightly lower
10 proportion of the overall PSP market.~~ As shelf-stable food products,
11 PSPsPackaged Tuna may be transported across state lines in the final packaging
12 and without cold-chain or further processing.~~

~~13 83.107. PSPs arePackaged Tuna is sold nationwide to consumers in a
14 few standard sizes and predominantly in standard grades. Each brand’s offerings
15 compete with each other brand’s comparable offerings, ~~and PSPs have many
16 characteristics of commodity products.~~~~

~~17 84. PSPs, including canned tuna, are regulated by the United States
18 Department of Agriculture, at 21 CFR 161.190. The regulations govern the
19 species, parts, packaging, packing media, additives and flavoring, and labeling of
20 canned tuna. The regulations for tuna contemplate four can sizes and four
21 ingredient types (solid, chunks, flakes, and grated) of canned tuna.~~

~~22 108. Packaged Tuna is sold as “white meat”, which consists of Albacore,
23 and “light meat”, which is primarily Skipjack tuna. The market is dominated by a
24 few common sizes of packages: cans in 5oz and 12oz size, sold by all Defendants,
25 and pouches, sold by StarKist and Bumble Bee. The tuna in the cans or pouches
26 falls into a few grades (chunk, solid, flake). Accordingly, product offerings are
27 readily described by these brief categories – for example “5oz chunk light.”~~

~~28~~

INTERSTATE COMMERCE

1
2 85.109. Defendants manufactured and/or sold PSPsPackaged Tuna in
3 the United States in a continuous and uninterrupted flow of interstate commerce,
4 including through and into this judicial district.

5 86.110. Defendants' business activities substantially affected
6 interstate commerce in the United States and caused antitrust injury throughout the
7 United States.

8 87.111. Defendants' business activities also affected the intrastate (or
9 intra-District, or intra-Territorial) commerce of every jurisdiction for which a claim
10 is asserted herein, as further specifically alleged in Claims for Relief Two through
11 Seventy-Eight herein where required. ~~Canned tuna, the most widely transacted~~
12 PSP, Packaged Tuna is a staple food. American consumers, on average, currently
13 purchase more than two pounds of this product per capita annually, and thousands
14 of consumers buy it each year in every single state, District and territory.

15 112. Together, Defendants control ~~just under approximately~~ 80% of the
16 United States ~~tuna-PSP~~Packaged Tuna market. StarKist controls ~~roughly 35-~~
17 ~~approximately~~ 40-44% of the market, Bumble Bee ~~roughly approximately~~ 24-25%
18 and Tri-Union ~~roughly~~approximately 15-17%.

PARENT ENTITY LIABILITY

COSI And TUG Act As A Single Entity

19
20
21 113. TUG, through its wholly-owned subsidiary Tri-Union, produces and
22 sells Packaged Tuna throughout the United States (including this District), its
23 territories and the District of Columbia. In recent years, 40% or more of its sales
24 have originated in the United States, which is its largest market.

25 88.114. TUG purposefully directs its activities to the United States by
26 exporting Packaged Tuna, including canned tuna, from Thailand to this country.
27 TUG further purposefully directs its activities to the United States through its
28 method of conducting business. It currently has three strategic business units, one

1 of which is the “Ambient Seafood” unit, which includes its global canned tuna
2 business; Tri-Union is part of that business unit and is viewed by TUG as part of
3 its footprint in the United States. Indeed, TUG has its own fishing fleet and is thus
4 vertically integrated with Tri-Union. TUG also purposefully directs its activities
5 into the United States by operating Thai Union North America, Inc. (“TUNAI”) (a
6 company formerly known as Thai Union International, Inc.), that was founded in
7 1996. TUNAI is a wholly-owned instrumentality of TUG and has its address at
8 9330 Scranton Road, Sorrento South Corporate Center, Suite 500, San Diego CA
9 92121 (the same address as Tri-Union). TUNAI’s President is Thiraphong Chansiri
10 (President and CEO of TUG). The Chansiri family is the largest single shareholder
11 in TUG, owning 20%.4% of its stock.²

12 115. TUG directly participated in the conspiracy alleged herein and used its
13 dominance and control over Tri-Union’s Packaged Tuna business to conspire with
14 the other Defendants and their co-conspirators. Among the members of the Board
15 of Directors of Tri-Union are Kraisorn Chansiri (Chairman of TUG), Cheng
16 Niruttinanon (Executive Chairman of TUG),³ and the aforementioned Thiraphong
17 Chansiri. Chan Tin King, a former Director of Tri-Union, now serves as Executive
18 Director and Chief Financial Officer (“CFO”) of TUG. Shue Wing Chan (“Chan”),
19 the President and CEO of Tri-Union since 2007, is a member of the Chansiri
20 family, and is a member of TUG’s self-styled “Global Leadership Team.” Prior to
21
22

23 _____
24 ² TUG sponsors the issuance of American Depository receipts traded on NASDAQ
25 that allow United States investors to trade its equities in the domestic securities
26 market. In that connection, it regularly files reports with the United States
27 Securities & Exchange Commission.

28 ³ The Niruttinanon family is the third largest shareholder in TUG, owning 7.0% of
its stock.

1 joining Tri-Union, he served as the CFO of TUG.⁴ [REDACTED]

2 [REDACTED]
3 [REDACTED] His dual role and his membership in the
4 founding family made his participation inextricable from TUG.

5 116. TUG exercises control and dominance over Tri-Union through these
6 individuals. And, according to his own LinkedIn webpage, David Roszmann
7 (“Roszmann”), the former Chief Operating Officer (“COO”) of Tri-Union, who
8 joined the company in March of 2013, served as the “only direct report to CEO
9 [Chan] (relative of majority owning family of this foreign public company [TUG])
10 with all functions direct-reporting to COO including sales, marketing,
11 procurement, supply chain, operations, finance, HR, legal and IT.” Roszmann left
12 Tri-Union in December of 2015, soon after Tri-Union’s attempt to acquire Bumble
13 Bee was assailed by the DOJ, as further described below.

14 117. TUG publicly acknowledges its dominance over Tri-Union. The
15 following pertinent excerpt of an organizational chart that appears on TUG’s
16 website demonstrates that TUG views Tri-Union as part of its overall “Global
17 Tuna Business” and “US Ambient Operations” that are controlled directly by
18 TUG’s Board of Directors and executives:

19
20
21
22
23
24
25 ⁴ [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



118. TUG and Tri-Union Seafoods LLC d/b/a Chicken of the Sea International (“Tri-Union” or “COSI”) acted as a single business enterprise and TUG’s control and dominance over COSI and the integration of their collective human and capital resources and operations were intended to and did achieve a common business purpose. Ultimately, COSI is but a mere shell and conduit for the affairs of TUG, which stripped it of assets. For the reasons that follow, it would be an unjust and inequitable result to permit TUG to escape liability for the conduct alleged herein.

119. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

120. COSI and TUG also engaged in joint marketing and branding of COSI.

121.

122. In further recognition of the fact that TUG and COSI were at all relevant times a single business enterprise,

123. Further COSI, which has its corporate headquarters in San Diego, California,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

[REDACTED]

124.

125.

16 126. Thus, TUG and Tri-Union operated as a single business enterprise and
17 Tri-Union is the *alter ego* and agent of TUG. Moreover, TUG directly participated
18 in the conspiracy described herein through personnel who had duties at TUG, such
19 as Chan and Wipada Termlertmanuswong, both of whom were stationed in San
20 Diego. In addition, TUG, by its own acknowledgement, profited from the
21 conspiracy.

22 127. TUG withdrew the substantial profits from the conspiracy, from
23 COSI. [REDACTED]
24 [REDACTED]

25 128. As a result of COSI's transfers to TUG, TUG left COSI unable to
26 satisfy a substantial judgment. For example, COSI's stated equity as of December
27 31, 2012 was just \$62 million. Approximately \$22 million of the equity was
28 COSI's plant facilities and equipment. In addition, in 2012 COSI had over \$63

1 million in “related party” payables. Given the breadth and scope of the alleged
2 conspiracy, an award of damages even before statutory trebling cannot reasonably
3 be met by COSI alone. Because TUG reaped the rewards and COSI alone cannot
4 make the victims whole, it would be inequitable to exclude the single business
5 enterprise composed of TUG and COSI from joint and several liability.

6 **Dongwon And StarKist Act As A Single Entity**

7 129. Dongwon itself has repeatedly availed itself of the jurisdiction of
8 United States federal courts.⁵

9
10 ⁵ *Dongwon Indus. Co., Ltd. v. Yoshida*, No. 90-cv-00282 (D. Alaska); *Yu Sheng*
11 *Fishery Co. v. Dongwon Indus. Co., Ltd.*, No. 91-00018, 1991 WL 126138, at *1
12 (D. Guam May 20, 1991) (denial of motion by Dongwon for *vacatur* of writ of
13 maritime attachment, dismissal of *in rem* claims and release of security; court
14 noted that “[t]here is no dispute of the fact that Dongwon has sufficient minimum
15 contacts with Guam to subject it to general *in personam* jurisdiction and suit in this
16 district”.); *Matter of Yu Sheng Fishery Co., Ltd.*, 1993 A.M.C. 116 (D. Guam July
17 12, 1991); *Dongwon Indus. Co., Ltd. v. Ships Gear & Transit, Inc.*, No. 93-cv-
18 01691 (S.D. Cal.) (suit alleging contract and tort claims against seller of a purse
19 seine skiff); *Perez v. Dongwon Indus. Co.*, No. 1:02-cv-00025 (D. Guam Aug. 9,
20 2002) (admiralty suit against Dongwon that was settled); *United States ex rel.*
21 *Moore & Co., P.A. v. Majestic Blue Fisheries, LLC*, 69 F.Supp. 3d 416 (D. Del.
22 2014), *rev’d*, 812 F.3d 294 (3d Cir. 2016) (“*Moore*”) (proceedings involving
23 defendants’ (including Dongwon) motion to dismiss claims under the False Claims
24 Act relating to the sinking a United States-flagged vessel operated by Dongwon);
25 *Hill v. Majestic Blue Fisheries, LLC*, Civ. No. 11-00034, 2013 WL 1499155 (D.
26 Guam April 12, 2013) (“*Hill*”) (denying Dongwon’s motion to dismiss for failure
27 to state a claim) and 2015 WL 3961421 (D. Guam June 30, 2015) (involving
28 various motions dealing with pretrial settlement by Dongwon); *Yang v. Majestic*
Blue Fisheries, LLC, Civ. No. 13-00015, 2015 WL 5001190 (D. Guam Jan. 14,
2015), *adopted in part and rejected in part*, 2015 WL 5003606 (D. Guam Aug. 24,
2015), *recon. denied*, 2016 WL 1411335 (D. Guam April 11, 2016) (all dealing
with Dongwon’s participation in a scheme with relatives of corporate insiders to
acquire two United States flagged vessels). The *Hill*, *Yang* and *Moore* cases are of
significance here. The underlying facts are laid out in *Majestic Blue*, 2014 WL
3728556, at *10-35 and the *qui tam* complaint filed in the *Moore* case in
(continued...)

1 130. According to StarKist Company's website:

2 Founded in 1969, Dongwon Group began as a
3 fisheries business and branched out into various sectors
4 including a strong food & beverage manufacturing arm,
5 Dongwon F&B. Dongwon F&B now owns 75% of the
6 canned tuna market share in Korea. Dongwon Industries
7 is one of the world's largest tuna catching companies
8 with a fleet of 36 boats. Dongwon's world class fish
9 procurement and processing capacity builds on

10
11 _____
11 (...continued)

12 November of 2012. Dongwon owned the F/V *Majestic Blue*, a tuna fishing vessel.
13 Jae-woong Kim, the brother of Dongwon Chairman Jae-chul Kim, was the General
14 Manager of Dongwon's office in Guam and had two daughters who were
15 American citizens born on Guam. In 2008, those women became the figureheads
16 for Majestic Blue Fisheries LLC ("MBFLLC"), a United States limited liability
17 company. The F/V *Majestic Blue* was sold to that entity for \$10. MBFLLC
18 thereupon entered into maintenance and ship manning contracts with Dongwon
19 whereby the latter essentially ran the vessel, which, because it was owned by
20 American citizens, could fly the American flag. A series of American captains was
21 hired to lead the vessel, but they were figureheads; largely Korean personnel
22 selected by Dongwon really held the reins of control. The crew on the vessel
23 engaged in repeated violations of, *inter alia*, MARPOL (the International
24 Convention on the Prevention of Pollution from Ships) and certain laws relating to
25 fishing practices. In June of 2010, the vessel sank after a series of poor repairs by
26 Dongwon. MBFLLC sued for a limitation of its liability. Chief Engineer Chang
27 Cheol Yang and Captain David Hill both died in the incident and their next of kin
28 sued both MBFLLC and Dongwon. Dismissal of the *Moore* case was recently
 reversed, and the findings of fact made by the Magistrate Judge in *Majestic Blue*
 are being appealed to the Ninth Circuit. Adam Baske, a tuna expert formerly with
 the Pew Charitable Trusts, has, in an article on the F/V *Majestic Blue*, called
 Dongwon "one of the international bad boys in terms of illegal fishing activity."
 [https://medium.com/matter/mutiny-on-the-majestic-blue-](https://medium.com/matter/mutiny-on-the-majestic-blue-80e3d2fbb345#.4wrwj94gy)
 [80e3d2fbb345#.4wrwj94gy.](https://medium.com/matter/mutiny-on-the-majestic-blue-80e3d2fbb345#.4wrwj94gy)

1 StarKist's national brand recognition and distribution
2 networks in the United States to bring world-class
3 seafood to consumers worldwide.

4 131. Dongwon's own website has this to say about its control over StarKist
5 Company:

6 StarKist is the world's best tuna brand with 65
7 years of history, and holds the No.1 position in the US
8 tuna market. Like Dongwon Group in Korea, *StarKist is*
9 *an iconic tuna brand in the United States, and has*
10 *been controlled by Dongwon Group since 2008,*
11 accompanying Dongwon Group on its journey to
12 globalization. Dongwon Group, which has already
13 become the dominant player in Korea's tuna market, has
14 focused on the steady growth of the world's tuna market
15 and determined that tuna can be one of core resources
16 that will lead future industries. *Through the acquisition*
17 *of StarKist, Dongwon Group has secured an*
18 *opportunity to take off as the world's biggest tuna*
19 *company, and will become de facto a globalized*
20 *enterprise.* (Emphases added).

21 132. For the reasons that follow, it would be an unjust and inequitable
22 result to permit Dongwon to escape liability for the conduct alleged herein.

23 133. Before describing the interrelationship between StarKist Company
24 and Dongwon Industries, it is first necessary to explain briefly the concept of the
25 Korean *chaebol*, which is a recognized concept in the academic business literature
26 focused on South Korean companies. *See, e.g.,* the general discussions in David
27 Hundt, *Korea's Developmental Alliance: State, Capital and the Politics of Rapid*
28

1 Development (2009); R. M. Steers, K.S. Yoo, & G. Ungson, *The Chaebol: Korea's*
2 *New Industrial Might* (1989).

3 134. The term “chaebol” is made up of the words “chae” (wealth or
4 property and “bol” (clan or group). Chaebols are closely-knit business groups in
5 South Korea under the control of a single family or extended family, with key
6 flagship firms which are used as the instruments of control of other firms within
7 the group . They have four key features: (1) the governance structure of the group
8 involves family or extended family control; (2) the formal organizational structure
9 of the group involves a group headquarters, located in an actual or *de facto* holding
10 company, sometimes known as a “flagship” company, which controls a network of
11 subsidiaries, which fall under the control of the family, the group as a whole, and
12 of flagship firms within the group; (3) the business structure of the firm
13 encompasses a number of discrete products and services, some of which are wholly
14 unrelated and others that are effectively vertically integrated; and (4) these groups
15 are characterized by strong internal cultures of hierarchy, familism and loyalty,
16 with family members of the founder or his cohorts also occupying key managerial
17 positions within the group.

18 135. The Dongwon family of companies fits this definition. The company
19 started in 1969 and is dominated by Chairman Jae-chul Kim (“J.C. Kim”) and
20 members of his family or extended family, as described in more detail below. The
21 group headquarters is in Seoul, South Korea, where its holding company,
22 Dongwon Enterprises, is located. Through its subsidiaries, it operates in a number
23 of business sectors including, *inter alia*, marine products, other food products, feed
24 products and pet food, packing materials, and aluminum foil products. As
25 explained below, the Dongwon family of companies has an internal culture of
26 hierarchy, familism and loyalty. Defendants Dongwon Industries and StarKist
27 Company exhibit that culture with members of J.C. Kim’s family being put in key
28 positions in both companies and executives at Dongwon Enterprises, Dongwin

1 Industries and various other Dongwon subsidiaries being routinely seconded to
2 StarKist Company to fill managerial roles. Dongwon Industries, run by J.C. Kim,
3 is the parent entity for StarKist Company. [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 136. Dongwon purposefully directs its activities in the United States
10 through its controlled and wholly-owned subsidiary StarKist Company, through
11 which it produces and sells Packaged Tuna throughout the United States (including
12 in this District), its territories and the District of Columbia. Indeed, Dongwon has
13 its own fishing fleet and is vertically integrated with StarKist. Dongwon also
14 purposefully directs its activities to the United States by exporting Packaged Tuna
15 to this country. Dongwon directly participated in the conspiracy alleged herein, as
16 described herein, as well as using its control over StarKist’s Packaged Tuna
17 business to conspire with the other Defendants and their co-conspirators.

18 137. Dongwon dominates StarKist, and has done so since June 6, 2008
19 when it contracted to purchase StarKist from Del Monte (a sale completed in
20 October 2008). The current President and CEO of StarKist is Andrew Choe
21 (“Choe”), who took that position in September of 2014. Choe joined Dongwon in
22 2010. He first took a title at StarKist in 2012, but formalities notwithstanding, he
23 was closely involved in the management of StarKist. For example [REDACTED]

24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

138.

139. Choe maintained a Dongwon employee status with a Dongwon title and a Dongwon email address until March 26, 2012. StarKist’s own website, however, describes the reality: that Choe (StarKist’s current CEO and President) joined StarKist in 2010. This is for practical purposes true, and it demonstrates the absence of meaningful distinction between StarKist and Dongwon management after Dongwon’s purchase of StarKist.

140. Nam-Jung Kim (son of Dongwon Chairman Jae-chul Kim), who served as the COO of StarKist from 2012 until October of 2014, was Vice-President of Dongwon F&B and of Dongwon Enterprise Co. He now serves as a Director of both StarKist and Dongwon.⁶ [REDACTED]

[REDACTED]

⁶ According to one article, “Kim Nam-Jung is the younger son of Dongwon chairman Kim Jae-Chul, who founded the business in 1969 to fish for tuna and established his first overseas base in the Republic of Ghana in 1973.... In preparation for succession, the founder has been transferring ownership of the private family holding company, Dongwon Enterprise Co., which owns stakes in various listed affiliates, to Nam-Jung. Jae-Chul holds a 24.5% stake and Nam-Jung, 68%.

[REDACTED]

[REDACTED]

141. Similarly, Hyung-Joo Kim, Chief Financial Officer (“CFO”) of Dongwon F&B, became the CFO of the StarKist in 2012. Likewise, In-gu Park, the Chairman of the Board of StarKist, who also served as its Acting President from November of 2010 to March of 2011, serves as CEO of Dongwon Precision Machinery Company. Nam-Jung Kim, Hyung-Joo Kim, and In-gu Park all served as officers of StarKist during the period of the conspiratorial activities described herein, would have known of those activities, and would have relayed that information to executives at Dongwon, as reflected in Dongwon’s own statements described below.

142. After the acquisition, American executives at StarKist began to leave—voluntarily and involuntarily.

[REDACTED]

143. [REDACTED]

⁷ Dongwon is no stranger to antitrust violations in the food industry. In June of 2011, one of its subsidiaries, Dongwon Dairy Foods, was fined 1.31 billion Korean won by the Korean Fair Trade Commission (“KFTC”) for conspiring with three other firms to rig prices in the South Korean cheese market. According to the KFTC, employees of the Dongwon subsidiary were found to have participated in “a covert organization established for the purpose of such price-fixing”; they had multiple meetings with competitors in 2007-08, in which they agreed to raise cheese prices by 15-20%. <http://www.koreaherald.com/view.php?ud=20110626000297>.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

144. From July 2008 when Dongwon took the reins of StarKist, to October of 2014, StarKist had a total of five CEOs: Donald Binotto (“Binotto”), Ingu Park, In-Soo Cho, interim CEO Sam Hwi Lee, and current CEO Choe.

145. As set forth herein, Dongwon participated in the conduct as alleged; in addition to its complete control and domination of StarKist, its disregard of corporate forms [REDACTED] and its descriptions of Dongwon personnel as working for Starkist, which was true in fact even when not acknowledged in titles, demonstrates that StarKist is the agent, instrumentality and alter ego of Dongwon.

Del Monte And StarKist Acted As Single Entities

146. In its 2008 Form 10-K filed with the Securities and Exchange Commission (“SEC”) and in preceding Form 10-Ks, Del Monte referred to the “StarKist Seafood operating segment,” which indicates that StarKist did not function as an autonomous entity during the period of its ownership by Del Monte.

147. Del Monte owned StarKist until October 2008, and remained involved in the operations by contract until September 2010. As set forth below, Del Monte participated directly in various acts in furtherance of the continuing conspiracy

1 alleged herein. Certain individuals acting on behalf of Starkist that are mentioned
2 herein came to StarKist from Del Monte. Examples are Melissa Murphy
3 (“Murphy”), StarKist’s Senior Vice-President of Corporate Affairs and Human
4 Resources, who served as Del Monte’s Vice-President of Corporate
5 Communications from 2003 to 2008; Steve Hodge (“Hodge”), a former Senior
6 Vice-President of Sales for StarKist from May of 2010 to December of 2013 who
7 was employed by Del Monte as a Director of Field Sales for StarKist from 2008-
8 10; and Joe Tuza (“Tuza”), who served as the Vice-President of Marketing for Del
9 Monte before joining StarKist.

10 148. [REDACTED]

14 149. [REDACTED]

18 150. Defendants and their co-conspirators directly and through their
19 affiliates sold Packaged Tuna in the United States and in this district at artificially
20 inflated prices during the Class Period. Defendants are direct, horizontal
21 competitors in the United States Packaged Tuna market.

22 **ADDITIONAL FACTUAL ALLEGATIONS**

23 **A. Overview of the Packaged ~~Seafood Products (“PSPs”)~~ Tuna**
24 **Industry.**

25 89-151. PSPs start Packaged Tuna starts as raw seafoodfish that is
26 processed, cooked and canned for flavor, safety, and to increase shelf life. Because
27 the animals that comprise PSPstuna are generally caught far out at sea, raw
28 seafoødtuna is usually delivered to canneries or processing facilities in a frozen or

1 refrigerated state. Upon delivery to a processing plant, an initial quality control
2 inspection is performed.

3 90.152. ~~Seafood~~Tuna of acceptable quality is transferred to large ovens
4 for “precooking.” Following pre-cooking and cleaning, ~~seafood~~tuna is transmitted
5 into a filling machine which processes the ~~seafood~~tuna into cans, ~~or~~ pouches ~~or~~
6 cups in pre-set amounts. The containers are then closed and sealed in sealing
7 machines.

8 91.153. Each package has a code that identifies the plant, product, date,
9 batch, and other identifying information. Filled and sealed packages are then
10 cooked under pressure to make the products commercially sterile and so that they
11 will have a long shelf life.

12 92.154. ~~PSPs are~~Packaged Tuna is largely sold, in ~~their~~the original
13 packaging, directly to wholesale distributors, who, in turn, re-sell, also in their
14 original packaging, to grocery stores, restaurants, school districts and other outlets.
15 Additionally, ~~PSPs are~~Packaged Tuna is sold both directly and indirectly, in their
16 original packaging, to club warehouses, retail groceries, grocery cooperatives,
17 mass merchandisers, and drug stores, among others, who resell ~~PSPs~~Packaged
18 Tuna to end-user consumers in their original ~~individual~~ packaging.

19 93.155. Defendants all currently sell ~~PSPs~~or during the class period sold
20 Packaged Tuna in the United States. ~~StarKist, Bumble Bee and COSI sell~~
21 ~~packaged tuna, clams, salmon, and sardines. Bumble Bee and Tri-Union also sell~~
22 ~~packaged crab, mackerel, oysters and shrimp.~~

23 94.156. Defendants collectively dominate the United States’ highly-
24 concentrated Packaged Tuna industry ~~for PSPs~~ and have done so for decades.
25 StarKist, Bumble Bee, and COSI for about 80% of the tuna market, and the
26 remaining share is divided among private label brands, typically associated with
27 and distributed by a single retailer.

28 95.157. Beginning in or about 2000, national demand for ~~PSPs~~,

1 ~~particularly canned tuna~~ Packaged Tuna, began to decline for numerous reasons.
2 Between 2000 and 2014, the average per person annual tuna consumption
3 decreased by more than 31% from approximately 3.5 pounds per person per year to
4 2.4 pounds per person per year

5 96-158. In a competitive environment, a decline in demand for a given
6 commodity product should (other factors being equal) lead to a decline in that
7 product's price. However, as Defendants control the market and have agreed to
8 restrict capacity, allocate customers, and fix prices for PSPs Packaged Tuna, the
9 prices were set at artificially high levels beginning not later than August 1/July 21,
10 2008. Further, while the raw material is the largest cost input ~~to PSPs~~, the price of
11 canned tuna since 2007 has outpaced the price of the major component fish,
12 namely skipjack tuna. ~~Growth of prices of a commodity product, unexplained by~~
13 ~~rising raw product costs, and significant oversupply and falling raw material prices~~
14 ~~during periods since the conspiracy began have not resulted in price reductions as~~
15 ~~would be expected in a competitive industry. Growth of prices that outstrips rises~~
16 ~~in raw product costs and/or persists when material costs fall~~, and in markets where
17 demand is softening, suggests suspension of ordinary market functions.

18 97-159. Prices for PSPs Packaged Tuna since at least August, 2008/July
19 1, 2004, were a direct result of Defendants' conspiracy to ~~restrict capacity, allocate~~
20 ~~customers, diminish can size~~ and ~~fix the~~ collusively set and raise prices ~~of PSPs in~~
21 ~~the United States., to police discounts and refrain from offering products labeled to~~
22 ~~indicate sustainability features.~~ As a result, Plaintiffs and the Classes paid
23 artificially-inflated prices for PSPs Packaged Tuna purchased indirectly from
24 Defendants.

25 **B. Defendants Engaged in an Anticompetitive Conspiracy**

26 98-160. At least as early as August 2008/July 1, 2004 Defendants ~~Tri-~~
27 ~~Union~~ COSI, Bumble Bee and StarKist participated in an anticompetitive
28 horizontal cartel, perpetuated through organizations the Defendants themselves

1 created, and which conspiracy included communications in person and by
2 telephone and email, ~~and in in-person meetings at senior levels of the Defendant~~
3 ~~brands, and~~ sharing sensitive business information. ~~While it is possible that~~
4 ~~Defendants' anticompetitive conduct in the United States ceased when the United~~
5 ~~States Department of Justice ("DOJ") opened its investigation of the anti-~~
6 ~~competitive conduct of the Defendants in 2015, the effects of that anticompetitive~~
7 ~~conduct persist to the present. In the course of this cartel, directly and through~~
8 ~~intermediaries.~~ Defendants (1) coordinated a reduction in tuna can sizes; (2)
9 coordinated increases to list and net prices of PSPs; ~~(2) Packaged Tuna~~; (3) shared
10 information about and policed discounting ~~from list prices on Packaged Tuna~~; and
11 (34) collectively agreed to forbear from introducing ~~certain higher cost PSP~~
12 products ~~in their~~ under brand ~~lines names that were labeled FAD Free, indicating~~
13 ~~forbearance from a fishing method that has been criticized for its impact on the~~
14 sustainability of global fisheries. The Defendants' horizontal collusion was
15 intended to, and did, fix, raise, stabilize, and/or maintain the prices of
16 PSPs Packaged Tuna sold to customers in the United States.

17 ~~99.~~161. The Defendants among others, in their present or past parent
18 corporate forms, were founding members of the U.S. Tuna Foundation, which
19 became The Tuna Council. In 2007, the Tuna Council merged with the National
20 Fisheries Institute ("NFI"). The NFI was founded at least as early as 1945, and
21 ~~continues to serve~~ serves as the seafood industry's primary trade group and lobby.

22 ~~100.~~162. The NFI includes several subgroups, including the Tuna
23 Council, which consists of ~~at least all of the Defendants and possibly others.~~ the
24 Defendant brands. Additionally, in 2007 NFI members created the Better Seafood
25 Board ("BSB"), an organization which, while "governed separately from NFI,"
26 "provides the mechanism for [the] industry's partners in the supply chain. . .to
27
28

1 report suppliers committing economic fraud.”⁸ BSB’s code of conduct includes
2 requirements of “never mislabeling a fish” or “short-weighting product”.⁹ During
3 the Class Period NFI and the BSB have served as loci for collusive communication
4 between Defendants and as a source of anticompetitive agreement.

5 163. NFI had frequent meetings during the Relevant Period, including
6 meetings during the times that the collusive agreement on FAD-free tuna was
7 discussed. In fact, [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 101.164. Defendants formed another organization, the International
13 Sustainable Seafood Foundation (“ISSF”), in 2009. The ISSF and/or its affiliated
14 trade group ISSA also servesserve as aan additional forum for in-person and
15 telephonic meetings between the Defendants, who are direct horizontal
16 competitors.

17 **C. Defendants’ Collusive Price Increases During 2004-2006**

18 165. From 2001 and 2003, canned tuna prices declined, as did profit
19 margins. [REDACTED]

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 ⁸ See <http://www.aboutseafood.com/about/better-seafood-board-3/>, last
26 accessed May 6, 2016.

27 ⁹ ~~See [http://blogs.wsj.com/corruption-currents/2013/01/28/seafood-](http://blogs.wsj.com/corruption-currents/2013/01/28/seafood-companies-fight-fraud-with-traceability/)~~
28 ~~[companies-fight-fraud-with-traceability/](http://blogs.wsj.com/corruption-currents/2013/01/28/seafood-companies-fight-fraud-with-traceability/), last accessed May 6, 2016~~

1 [REDACTED]

2 [REDACTED]

3 166. Accordingly, [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 167. During [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED] These

21 communications offered the three CEOs an opportunity to discuss increasing prices

22 of Packaged Tuna in the United States.

23 168. As a result of the discussions among the COSI, Bumble Bee and Del

24 Monte/StarKist executives and employees [REDACTED]

25 Defendants made, a conscious commitment to an unlawful common scheme to

26 increase prices of Packaged Tuna in the U.S. by coordinating price increases,

27 secretly and collusively exchanging advanced pricing intentions and pricing

28 announcements and explanations, and policing discounting.

1 169. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 [REDACTED]

12 170. The following day, on June 1, 2004, in accordance with their unlawful
13 agreement, Del Monte announced a price increase of 10% on StarKist's Packaged
14 Tuna. [REDACTED]

15 171. To confirm its conformance with the price increase and so the other
16 brands could conform their pricing accordingly, [REDACTED]

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 172. [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

173. [REDACTED]

174. On June 11, 2004, COSI put out a net price increase on multiple Packaged Tuna on June 11, 2004, effective in July 2004. Within days thereafter, Bumble Bee increased Packaged Tuna prices as well, also effective in July 2004. All three brands immediately followed the net increase with a list price increase in late August or early September of 2004. By September 2, 2004, Bumble Bee, StarKist, and Chicken of the Sea had announced new, higher, collusive list prices on their chunk light products, \$2.00 per case higher than previous pricing. [REDACTED]

[REDACTED]

175. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

By July 2004, COSI, Bumble Bee and Del Monte/StarKist had executed the first collusive price increase. In September, they executed the second.

176. Between August 20, 2004 and August 30, 2004, Bumble Bee, StarKist, and COSI collusively raised prices on light meat tuna by an additional \$2.00 per case.

177. Defendants' 2004 collusive price increases were intended to and did increase U.S. Packaged Tuna prices, and these prices remained at supracompetitive levels throughout the Class Period.

178. In or about January 2006, Defendants decided to execute another round of collusive price increases when rising albacore costs threatened to erode their supracompetitive profit margins. StarKist moved first, notifying the trade (that is, brokers and purchasers) on or about January 30, 2006 that it would increase prices on white meat (albacore) tuna products by about 6% effective May 1, 2006. However, StarKist needed Bumble Bee and COSI to go along with the price increase for it to hold.

179. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

180. [REDACTED]

[REDACTED]

181. [REDACTED]

[REDACTED]

182. [REDACTED]

[REDACTED]

[REDACTED]

1 [Redacted]

2 [Redacted]

3 [Redacted]

4 [Redacted]

5 [Redacted]

6 183. [Redacted]

7 [Redacted]

8 [Redacted]

9 [Redacted]

10 [Redacted]

11 [Redacted]

12 [Redacted]

13 [Redacted]

14 [Redacted]

15 [Redacted]

16 [Redacted]

17 184. [Redacted]

18 [Redacted]

19 [Redacted]

20 [Redacted]

21 185. [Redacted]

22 [Redacted]

23 [Redacted]

24 10 [Redacted]

25 [Redacted]

26 [Redacted]

27 [Redacted]

28 [Redacted]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

186.

187. Consequently, on March 6, 2006, COSI announced a price increase of approximately 6% on white meat tuna products, which followed the prices announced by StarKist. For example, COSI raised prices on cases of solid white tuna in water to \$58.08 and on 24-packs of solid white tuna in oil to \$29.04, which exactly matched the prices announced by StarKist.

188. Thereafter, Bumble Bee announced a price increase on white meat tuna products that matched the conspiratorial prices. Bumble Bee made its announcement on April 17, 2006. Both the Bumble Bee and the COSI price increases went into effect in the first week of July 2006.

189. As a result of the conspiracy, six ounce chunk light tuna (one of the most popular Packaged Tuna products, which had gone as low as \$0.54 per can in the beginning of 2004, rose to \$0.58 by late 2004 and \$0.62 by August 2005. The 2004 and 2006 increases set a template for exchange on non-public information and collusive, coordinated increases.

11

[REDACTED]

D. Defendants' Collusive Package Size Reduction and Price Increases in 2007-2008

190. The conspiracy among Defendants and co-conspirators continued in 2007 and 2008.

191. [REDACTED]

Collusive Alignment of Can Sizes in 2008

192. Between roughly 2000 and ~~2008~~2007, leading tuna companies, including Defendants, followed each other in a series of gradual moves to change the size of the standard tuna can, first from seven ounces to six and a half ounces, then to six and one-eighth ounces, and then to six ounces.¹² These changes occurred gradually over at least an eight-year period.

193. In ~~or about August 2008~~2007, StarKist and its can maker, Impress, decided to abruptly ~~changed~~change the size of its standard six-ounce tuna can to five ounces, marking a major departure from the gradual changes of the previous decade. At the time

¹² ~~See <http://www.thedailybeast.com/articles/2010/07/29/tuna-shrinkage-cans-now-five-ounces-more-expensive.html>; <http://www.mouseprint.org/2008/08/11/holy-mackerel-starkist-downsizes-tuna/>, last accessed May 13, 2016.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

194. Rather than keep this competitive information to itself, [REDACTED]

195. Further, the downsizing necessarily involved a price change, and therefore virtually required cooperation on pricing to be adopted by all three competitors. A size reduction with a proportional cost reduction would present consumers a lower out-of-pocket price for a smaller package at the same net price, likely effectively operating as a discount and undercutting the competitors for market share. If the three brands made the same size adjustment without also making the same pricing decision (an effective increase), [REDACTED]

196. Months later, in August of 2008 when the move had been implemented, StarKist stated that it did this primarily for environmental reasons, including the purpose of “sav[ing] two million gallons of water a year, while only taking out two teaspoons of tuna from each can”¹³14 This was not actually

¹³ See <http://www.mouseprint.org/2008/08/11/holy-mackerel-starkist-downsizes-tuna/>, last accessed May 13, 2016.

1 StarKist's motive. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]

5 ~~104. COSI and Bumble Bee swiftly reduced their can sizes to match~~
6 ~~StarKist's can size, reducing their standard can size from six to five ounces as well.~~

7 ~~105. In early 2009, in the face of this move, smaller competitor Tri Marine,~~
8 ~~tuna producer for Costco's in-house brand Kirkland Signature, distinguished itself~~
9 ~~from Defendants by selling a larger size of its most popular tuna can, and in fact~~
10 ~~increased its standard package size to seven ounces. In early 2009, Tri Marine~~
11 ~~advertised the return to a once industry standard seven-ounce can size as a selling~~
12 ~~point for its tuna product.¹⁵~~

13 ~~106. The uniform move by the three leading brands to sharply drop the~~
14 ~~most common can size, even in the face of a competitive move by a private label to~~
15 ~~differentiate their product selling a larger seven-ounce size canned tuna product is~~
16 ~~suggestive of collusion.~~

17 197. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 (...continued)
25 ¹⁴ See [http://www.mouseprint.org/2008/08/11/holy-mackerel-starkist-](http://www.mouseprint.org/2008/08/11/holy-mackerel-starkist-downsizes-tuna/)
26 [downsizes-tuna/](http://www.mouseprint.org/2008/08/11/holy-mackerel-starkist-downsizes-tuna/), last accessed May 13, 2016.

27 ¹⁵ See [http://www.mouseprint.org/2009/07/06/some-tuna-cans-just-got-](http://www.mouseprint.org/2009/07/06/some-tuna-cans-just-got-upsized/)
28 [upsized/](http://www.mouseprint.org/2009/07/06/some-tuna-cans-just-got-upsized/), last accessed May 13, 2016.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

198.

199.

200. Thai Union participated directly in, and approved of, the collusive decision to resize cans.

201.

202.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

208.

209.

210.

211.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

212.

213.

214.

215. The new five ounce can was implemented in or about July 21, 2008, and StarKist made public statements about the new can size in August 2008. The pricing for all three brands reflected a 20% increase in the per-ounce price.

Collusive List Price Increase of 2012 in 2008

216. Further in December 2011, senior sales After the can downsizing had been decided but before it had been fully implemented,

[REDACTED]

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

[Redacted text block]

218.

219.

220.

221.

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 222. [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 223. [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 224. StarKist announced its price increase on June 17, 2008, effective July
19 21, 2008. COSI and Bumble Bee announced their price increases between June
20 27, 2008, and June 30, 2008, both effective October 2008. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 225. [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

E. Collusive Conduct 2010 And Later

Collusive Q3 2010 Net Price Increase

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

226. [REDACTED]

227. [REDACTED]

228. [REDACTED]

229. Defendants' executives responsible for the May 2010 net price increases were well-acquainted with each other, because at least some had been employed by each other's companies. For example, COSI's, Clancy had been Vice President of Sales and Marketing at StarKist until 2002. Bumble Bee's George

1 was COSI's Senior Vice President of Trade Marketing and Innovation at Chicken
2 of the Sea from June 1979 until May 2006, when he became Vice President of
3 Trade Marketing at Bumble Bee.

4 230. [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 231. Net price increases were unusual in the industry. The net price is not
8 the list price, but is a price provided to brokers, and not typically released directly
9 to customers.

10 232. [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 233. [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]

27 234. [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[Redacted text block containing lines 1 through 28]

235.

236.

237.

238.

239.

240.

1 [Redacted]
2 [Redacted]
3 [Redacted]
4 [Redacted]
5 241. [Redacted]
6 [Redacted]
7 [Redacted]
8 [Redacted]
9 [Redacted]
10 [Redacted]
11 [Redacted]
12 [Redacted]
13 [Redacted]
14 [Redacted]
15 [Redacted]
16 [Redacted]
17 [Redacted]
18 [Redacted]
19 242. [Redacted]
20 [Redacted]
21 [Redacted]
22 [Redacted]
23 [Redacted]
24 [Redacted]
25 [Redacted]
26 ¹⁶ [Redacted]
27 [Redacted]
28 [Redacted]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

243. [REDACTED]

244. [REDACTED] each of the Defendants
announced net price increases on chunk lite tuna products in May 2010, with the
same effective date, August 1, 2010. Their price increases were essentially
identical on a per unit basis.

Collusive Q2 and Q3 2011 Price Increase

245. [REDACTED]

197-246. [REDACTED]

247. [REDACTED]

248. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

249.

250.

251.

Collusive Price Increase of 2012

108,252. In late 2011 and early 2012, Defendants began considering and discussing another coordinated list price increase for Q2 2012.

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

~~109. The series~~ As a result of communications among and between Defendants continued from 2011 into approximately the first 18 days of January 2012.

~~110.253. Within the six days from January 13, 2012, to January 18, 2012~~ their collective decision, the three brands each announced new price lists to their customers: within just a few days of one another. StarKist announced its price increases on January 13, effective March 26, 2012. Bumble Bee announced its increases on ~~January~~ 17, 2012, effective on April 1, 2012. COSI announced its increases on January 18, 2012, effective on April 1, 2012. The price increases were substantially identical for the cartel participants' corresponding products.

254. Defendants' contemporaneous announcements of list price increases for Packaged Tuna occurred at a time when consumer demand continued to weaken in the U.S., a practice lacking any legitimate independent business reasons in an otherwise competitive market. In order to conceal their price agreement, Defendants gave pretextual justifications in their price announcement letters to customers, pointing to the rising input costs for fish, packaging, and transportation.

255. The series of price increases planned, executed and collusively set a benchmark which caused the prices to consumers to be artificially high long after the last overt acts of conspiracy.

Collusive Monitoring of Promotions

~~111.256. Following~~ To preserve the decision to impose a coordinated

1 ~~price increase~~ prices that they had decided and implemented together, the cartel
2 ~~members-Defendants~~ engaged in monitoring of discounts. ~~In~~ and promotions.

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 112,257. [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 258. [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 ***Collusive Refusal to Offer FAD-Free Products***

2 ~~113.259.~~ During 2011 the industry experienced increasing pressure to
3 provide consumers the option to purchase more sustainably fished product in their
4 product lines. A particular focus was the use of ~~Fish Aggregation Devices~~
5 (“FADs”) in conjunction with the purse-seine method of fishing. A FAD is a man-
6 made device that floats on the ocean (typically using a buoy tethered to the ocean
7 floor) used to attract schools of fish that orbit around the FAD.

8 ~~114.260.~~ Much of the world’s tuna is caught by purse-seine netting, in
9 which a large net is deployed under an entire school of fish and hoisted upwards.
10 This technique is distinct from methods involving towed nets, or pole-and-line
11 fishing, where fish are hooked. The most cost-effective method of catching
12 ~~skipjack~~ tuna is to use a FAD to draw schools of tuna into a small area, and a
13 purse-seine net to capture them. The practice has drawn criticism on
14 environmental sustainability grounds.

15 ~~115. The Defendants, among others in In the industry have been~~
16 ~~pressed~~ ~~latter half of 2011, partially in response to efforts by environmental~~
17 ~~sustainability advocates to end, the Defendants began receiving inquiries about~~
18 ~~providing light tuna (largely skipjack) caught without the use of FADs. But the~~
19 ~~Defendants’ customers have also sought a FAD. Rather than respond to~~
20 ~~prompt these inquiries as an opportunity for competitive differentiation, the~~
21 ~~Defendants decided to introduce FAD-free tuna into the United States PSP market,~~
22 ~~asserting that they perceive an unmet consumer demand for a more sustainable,~~
23 ~~FAD-free tuna product in the U.S. market.~~

24 ~~116.261.~~ ~~_____ formulate a coordinated response _____~~
25 ~~_____~~

26 ~~_____~~
27 ~~117.262.~~ ~~_____~~
28 ~~_____~~

1 [REDACTED]

2 ~~118. The discussions of the pressure to offer FAD-free tuna that began in~~
3 ~~2011 during one or more conference calls under the aegis of sustainability~~
4 ~~organizations. At least once in the week of February 6, 2012, each of Bumble Bee,~~
5 ~~StarKist and COSI participated in a call under the aegis of NFI. On that call, the~~
6 ~~participants reached an agreement. This call was memorialized in email on or~~
7 ~~about February 17, 2012.~~

8 ~~119. The agreement between the participants to the call on or about~~
9 ~~February 6, 2012 was to prevent the launch of a FAD-free tuna product under the~~
10 ~~brand name of any of the major brands for the US market. This agreement enabled~~
11 ~~Defendants to maintain their price-fixing conspiracy, and to further effectuate their~~
12 ~~agreement not to compete on the basis of price or distinguishing product choice,~~
13 ~~such as FAD-free tuna.~~

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 ~~264. [REDACTED]~~
24 [REDACTED]

25 ~~[REDACTED] On February 10, 2012, Safeway announced its decision to eliminate~~
26 ~~FAD-caught tuna in favor of tuna caught using “free-school purse-seine methods.”~~

27 [REDACTED]
28 [REDACTED]

1 266. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 267. [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 268. [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 269. Each brand had an individual interest in offering consumers FAD-
25 Free tuna [REDACTED]

26 270. When Bumble Bee introduced an entirely separate label that was
27 FAD-Free (under the name Wild Selections) on or about April 26, 2013, (more
28 than a year after the agreement), [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



271. The FAD-free agreement assisted Defendants in maintaining their price-fixing conspiracy, and in staving off inter-brand competition in offering FAD-free tuna to consumers as a more environmentally sustainable and desirable alternative.

Defendants Have Ample Additional Opportunities to Collude

~~121.272.~~ Defendants BumbleBee, StarKist, and ~~Tri-Union~~COSI or their precedent corporate parents all helped found ~~NFI~~NFI's Tuna Council and BSB, which became loci of a conspiracy among these competitors not to compete, and to share competitive information and coordinated business strategies. ~~NFI itself includes a subgroup, the Tuna Council.~~—As explained on that organization’s website: “The National Fisheries Institute’s Tuna Council represents the largest processors and household names for canned and pouch tuna in the U.S. including *Bumble Bee*®, *Chicken of the Sea*® and *StarKist*®. The Tuna Council speaks for the tuna industry on numerous issues including food safety, labeling, sustainability, nutrition education and product marketing.” NFI and specifically Tuna Council meetings were typically attended by the CEOs, and/or by other members of the senior management team. They met or spoke at least quarterly, providing a regular opportunity for the exchange of competitive information.

~~121.273.~~ The industry provides other opportunities for the Defendants to collude and exchange sensitive business information necessary to forming and monitoring a cartel. ~~For example:~~

- a. ~~All~~For example, all three Defendants participate in regional fisheries management organizations. These include the Mid-Atlantic Fisheries Council; and the Fishery Counsel of Canada.

1 ~~122-274.~~ All three Defendants regularly send representatives to major
2 trade conferences including the Infish World Tuna Trade Conference and
3 Exchange, an Asia-Pacific region conference sponsored each year by an
4 intergovernmental arm of the United Nations and drawing key players in the
5 industry. The conference is in its fourteenth year.

6 ~~275. Since The ISSF was founded in 2009, all. The ISSF states that its~~
7 ~~mission is to “to undertake science-based initiatives for the long-term conservation~~
8 ~~and sustainable use of tuna stocks, reducing by and promoting ecosystem health.”~~

9 ~~276. The ISSF Board of Directors includes individuals associated with the~~
10 ~~tuna industry, many of whom work or have worked for Defendants have~~
11 ~~partieipated in the ISSF, of which all. For example, the current President of the~~
12 ~~ISSF is Susan Jackson (“Jackson”). Prior to joining ISSF, Jackson was the vice~~
13 ~~president for government/industry relations and seafood sourcing for Defendant~~
14 ~~Del Monte Foods, former parent of StarKist. The Board of Directors of the ISSF~~
15 ~~also currently includes John Connelly, who is the President of the NFI.~~

16 ~~277. The ISSA is a tuna industry trade association. Full membership in the~~
17 ~~ISSA is limited to “processors,” “traders” and “marketers” in the tuna industry.~~

18 ~~123-278. All three were Brand Defendants are founding members, of~~
19 ~~the ISSF. Each of the three Brand Defendants has played, and/or continues to play~~
20 ~~an active role in the ISSF and the ISSA. Chris Lischewski, President and CEO of~~
21 ~~Bumble Bee, In-Soo Cho, former president and CEO of Starkist and Shue Wing~~
22 ~~Chan, of Thai Union, parent of COSI, have served as ISSA Board Members.~~

23 ~~279. The ISSF and the ISSA provided the three Brand Defendants~~
24 ~~numerous and ongoing opportunities to interact at meetings, conferences, and to~~
25 ~~participate in conference calls. ISSF bylaws provide for meetings of the ISSF~~
26 ~~Board of Directors be held three times each year.~~ [REDACTED]

27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

280.

124.281. Defendants also collaborated on projects at trade and other not-for-profit associations during the relevant period, such as the “Tuna the Wonderfish” campaign of 2011-2012.

125.282. The “Tuna the Wonderfish” campaign was designed to combat declining sales of ~~PSPs~~Packaged Tuna from early 2011 to early 2012. It was unsuccessful, but it gave Defendants ample opportunity to collude to raise and fix ~~PSP~~Packaged Tuna prices. This campaign was bankrolled by the Defendants and carried out under the auspices of the Tuna Council with the support of Thai processors. In it, the Defendants teamed up for marketing purposes.

[REDACTED]

~~This was evidenced in a 2012 price increase in the face of falling demand.~~

126.283. Defendants Bumble Bee and ~~Tri-Union~~COSI also cooperate on seafood processing and packaging through bilateral co-packing agreements. Bumble Bee co-packs for the West Coast of the United States for ~~Tri-Union~~COSI in Bumble Bee’s Santa Fe Springs, California plant while ~~Tri-Union~~COSI does the same for the East Coast in Lyons, Georgia. TUG approved this arrangement. Thus, even before the proposed merger, described below, of these two companies, they were cooperating closely. –These interlocking relationships provided an excellent opportunity to collude on pricing. Collaborating at their U.S. processing

1 facilities allowed each of these two Defendants an organic and in-house
2 opportunity to monitor production, a key component of information exchange
3 necessary to sustaining a long-term cartel.

4 ~~127. Defendants' representatives were in regular communication with each~~
5 ~~other during 2011 and 2012 regarding coordinating pricing and responses to their~~
6 ~~customer and consumer pressure for sustainable and environmentally improved~~
7 ~~fishing operations. These communications strongly suggest that these individuals~~
8 ~~were in communications on a regular basis prior to the communications in 2011~~
9 ~~and 2012 and thereafter.~~

10 **C.F. The PSPPackaged Tuna Market Is Conducive to Collusion**

11 ~~128.284.~~ The PSPPackaged Tuna market is structured and characterized
12 in such a way as to be highly conducive to conspiracy.

13 ~~129. PSPs are commodity products which are~~Packaged Tuna is sold to
14 wholesale and retail stores which in turn sell to customers such as the Plaintiffs. A
15 very small percentage of sales are made directly to consumers. ~~There are different~~
16 ~~varieties of PSPs, but within each type of seafood, each variety is sold in similar~~
17 ~~amounts in similar sizes with similar shelf life and in similar types of packaging.~~
18 ~~As a result, consumers such as the Plaintiffs are more likely to be influenced by~~
19 ~~price when making a purchasing decision.~~

20 ~~130.285.~~ There are numerous barriers to entry into the PSPPackaged
21 Tuna market. Start-up costs are very high. Dongwon and ~~Thai Union~~TUG each are
22 to some degree vertically integrated, Dongwon claiming at times to have the
23 world's largest fishing fleet. The cost of processing plants is high. Merely
24 modernizing the processing plant in American Samoa (owned by COSI at the start
25 of the Class Period, purchased and refitted by a nonparty and reopened in 2015)
26 cost \$70 million. Access to manufacturing materials, distribution channels and raw
27 materials are all highly restricted. Defendants are able to raise prices without fear
28 of being undercut by new entrants into the market.

1 ~~131.286.~~ Additionally, StarKist, COSI and Bumble Bee, as brands, have
2 all existed for ~~around a century-~~very long time. StarKist was founded in 1917.
3 COSI was founded in 1914 as the Van Camp Seafood Company, and was once a
4 part of Ralston Purina. Bumble Bee ~~was founded in 1899~~actually predates the
5 First World War and was previously part of Pillsbury and later ConAgra. StarKist,
6 the most recent of the brand names to appear on American store shelves, began
7 using that name in 1942, though the company itself predates even that. These three
8 brands have had not decades but generations to build brand identities and
9 relationships. They are known by virtually every American consumer. Any
10 company seeking to start anew faces difficulties in lack of background, industry
11 ties, and brand awareness.

12 ~~132.287.~~ Even an industry player with decades of experience faces
13 formidable obstacles in establishing a consumer brand. Tri-Marine, a company
14 that has sold fish to each brand for decades, now cans the Kirkland Signature brand
15 for Costco, one of the more successful private labels. It now owns the packing
16 plant in American Samoa previously operated by COSI. However, even with this
17 massive investment and experience, Tri-Marine's entry has been limited to private
18 label production, where one of the largest retail outlets lends its muscle to bring the
19 product to market. Tri-Marine has a brand of its own, Ocean Naturals, but Ocean
20 Naturals has struggled to find shelf space and exists as a niche environmental
21 sustainability product with small areas of shelf space at Walmart, and is otherwise
22 dependent upon Amazon as a retail conduit.

23 ~~133.288.~~ Purchasers routinely source their PSPsPackaged Tuna from one
24 of the Defendants. As a result, Defendants dominate the United States
25 PSPsPackaged Tuna market.

26 ~~134.289.~~ As stated above, Defendants control roughly 80% of the tuna
27 market share for the United States, so almost all wholesale or retail purchasers do
28 business with Defendants. Defendants possess significant market power to raise

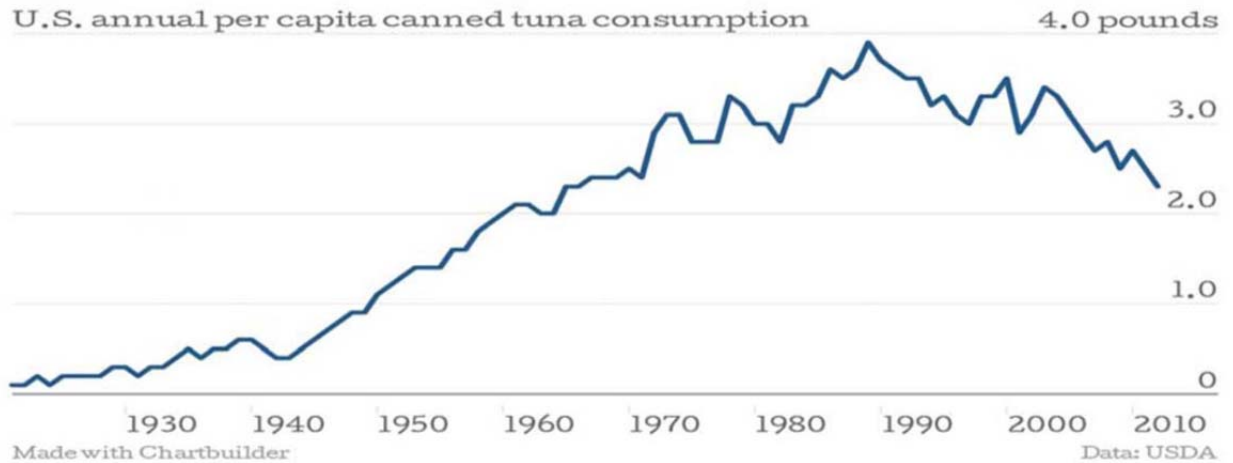
1 prices for PSPsPackaged Tuna to supra-competitive price levels in the United
2 States.

3 135-290. ~~PSPs have~~Packaged Tuna has a number of characteristics that
4 ~~uniquely~~ combine to reduce customers' willingness to purchase substitute products
5 in the face of rising prices. PSPsPackaged Tuna are convenient high protein, low
6 fat, shelf-stable ~~foods~~food that ~~have~~has a particular taste and historical
7 usage. Because of these characteristics, there are no reasonable substitutes for
8 PSPsPackaged Tuna. Therefore, control of the Relevant Markets by a theoretical
9 a hypothetical monopolist would allow that monopolist to profitably increase the
10 prices ~~of PSPs~~ to supra-competitive or monopoly levels.

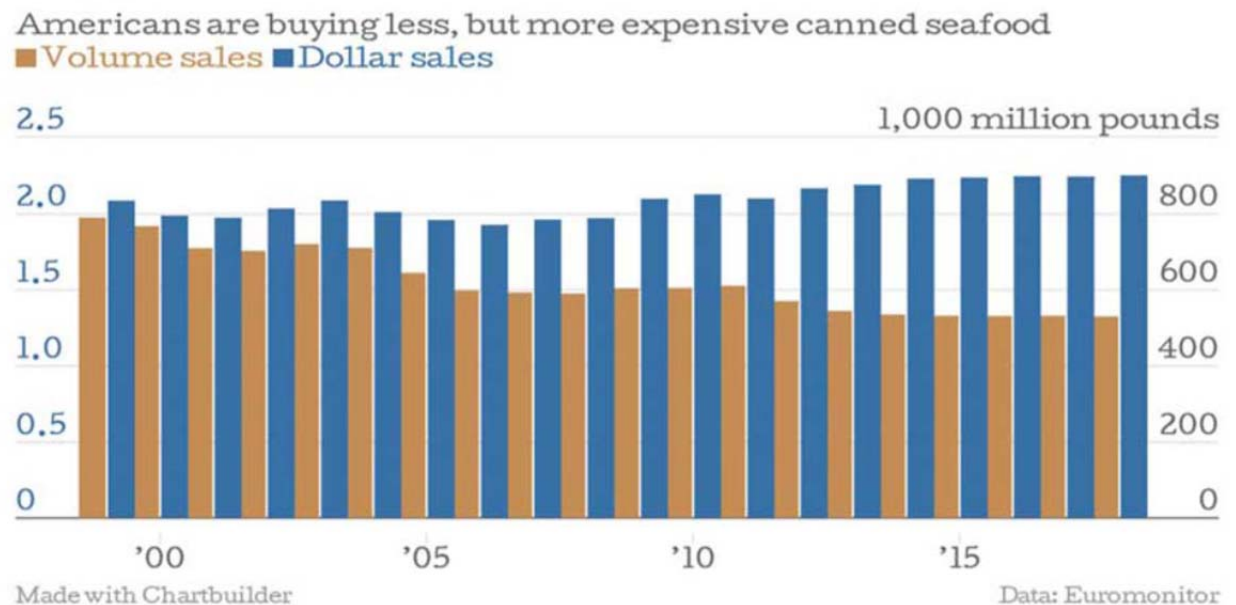
11 ~~136. A paper by Ronald A. Babula and Roger L. Corey, Jr. in the Journal~~
12 ~~of International Fishery and Agribusiness Marketing measured the demand~~
13 ~~coefficient of canned tuna at 0.3, a highly inelastic figure that indicates tuna is a~~
14 ~~staple food item for U.S. consumers. This figure implies that if the makers were~~
15 ~~able to constrain supply by just 3%, they could sustainably raise prices by 10%.~~

16 137-291. There are economic indications that support the conclusion that
17 there was collusive pricing within the domestic PSPsPackaged Tuna industry. As
18 noted above, consumption of ~~PSPs, both canned tuna and other PSP~~
19 ~~products~~Packaged Tuna, has declined over the past ten years in the United States.
20 The annual consumption per person of canned tuna was 3.1 lbs. in 2005, but fell to
21 2.3 lbs. in 2013. An article in the Washington Post graphically represented this
22 decline by measuring United States annual per capita consumption from 1930 to
23 2010:

24
25
26
27
28



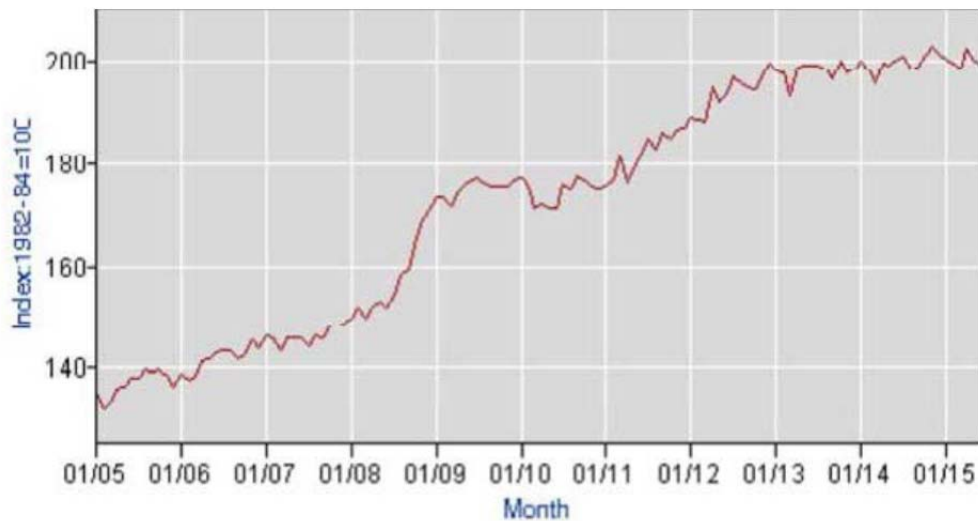
138.292. But while Americans are buying less ~~canned seafood~~ Packaged Tuna, they are paying more for what they do buy. The same article presented this graph, illustrating the increased prices paid for lower quantities of canned seafood (expanding the analysis beyond tuna) by American purchasers:



139.293. Given this decline in consumption of ~~PSPs~~ Packaged Tuna and other packaged seafood products, one would expect rational businesses to reduce the prices for packaged seafood products, but that did not happen. The following chart, taken from data available at the Bureau of Labor Statistics, depicts

1 seasonally adjusted U.S. city average prices for shelf stable fish and seafood from
2 January 2005 through the first part of 2015, with the period 1982-84 used as a
3 baseline.

4 140.294. As shown below, the average U.S. price for **PSPsPackaged**
5 **Tuna** increased dramatically from 2008 to the early part of 2015 – and did so even
6 though annual consumer demand for **PSPsthe products** in the United States was
7 falling.

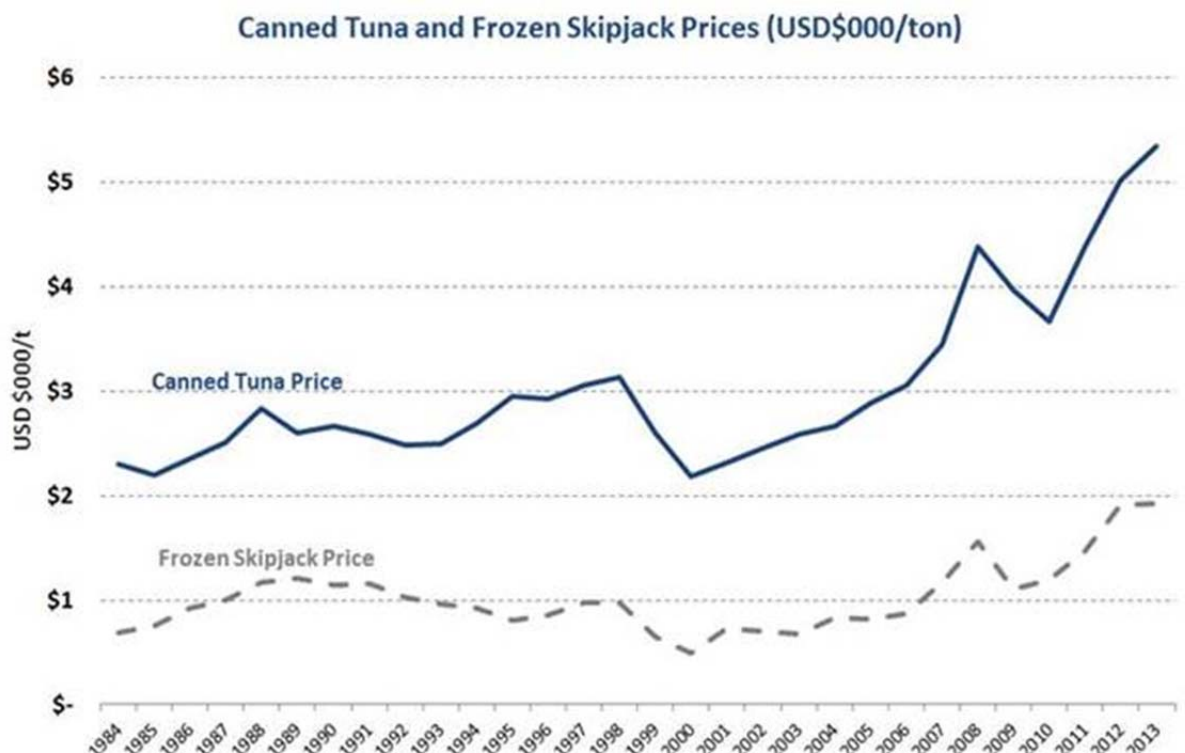


8
9
10
11
12
13
14
15
16
17 141.295. Changes in overall tuna catch do not explain the price increase.
18 Supply of tuna has expanded steadily worldwide since the early 1960s. The use of
19 purse-seine netting, in which a net is extended under an entire school and hauled
20 upwards, as described above, has increased the availability of skipjack tuna since
21 the 1970s, so that Skipjack has come to represent more than 70% of the
22 Defendants' tuna products on U.S. store shelves. The global tuna catch, which was
23 less than a million metric tons per year in 1961, is now over 4.5 million tons
24 annually. Catch per vessel has roughly doubled since the mid-1980s, and the
25 global tuna fishing fleet is larger today than it was in the mid-1980s. No
26 constriction in global tuna catch explains the rising prices charged by Defendants.

27 142.296. Nor do raw material costs adequately explain these price
28

1 increases. While the cost per metric ton of skipjack tuna rose in 2012 and early
2 2013, it declined precipitously thereafter. According to the April 19, 2015 issue of
3 Tuna Market Intelligence, “[a]s recently as June last year, skipjack was selling at
4 US\$1,800 in Bangkok. But the price has since plummeted to US\$1,000 since the
5 beginning of the year, with industry officials anticipating further reductions in
6 price this year.” Tuna exporters in Ecuador noted in January of 2015 that the price
7 per metric ton had declined from \$1,400 to \$800. And the United Nations Food &
8 Agriculture Organization noted in its May 2015 “Food Outlook” biannual report
9 that tuna prices had dropped considerably in 2014: “tuna prices declined
10 significantly due to excess supply, with frozen skipjack prices hitting a 6-year
11 low.” Despite these drastically declining raw material costs, Defendants did not
12 decrease prices and try to obtain more market share.

13 143.297. In fact, while there have been periodic increases in fish cost,
14 from 2000 to 2015, fish cost as a proportion of retail price of canned tuna has
15 actually decreased. In 2000, the price of tuna accounted for 37% of the retail price
16 of the canned product. By 2015, tuna price was only 31% of the canned tuna price
17 —meaning that while the price of skipjack tuna has increased, the price of retail
18 canned tuna in the U.S. has risen even faster, and at a time when U.S. consumption
19 is falling due to changing consumer preferences.—.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~144. The spread between the price of frozen skipjack tuna and the price of canned tuna visibly widens, particularly from 2008 forward.~~

~~145.298. Thai Union TUG's Frozen Products' Annual Reports discuss Report discusses this situation. In its 2013 Annual Report, Thai Union TUG Frozen Products stated that "our branded tuna business showed resilient growth from 2012 thanks to the price adjustments in Europe and more rational market competition in the US." (Emphasis added). It stated in the same report that its future profit margins would depend upon "[r]easonable US canned tuna competition without unnecessary price." (Emphasis added). In its 2014 Annual Report, Thai Union Frozen Products explicitly noted that this goal had been achieved. It stated: "Thanks to reduced price competition (absence of cut throat pricing) and generally lower fish cost Chicken of the Sea, our own tuna brands marked a great year of increased profitability. Despite minimal sales growth in the U.S., competitive inventory cost and reasonable market conditions helped lift the margin of our U.S. brand." (Emphases added).~~

~~146.299. The same report went on to note that "sensible market competition, supported by lower raw material costs, made it possible for our own tuna brands to expand their margins through the year despite limited volume growth." (Emphasis added). It indicated that future revenue growth would again be dependent upon "[r]easonable US canned tuna market competition that focuses more on consumption creation than market share alone." (Emphasis added). The "reasonable market conditions," "more rational market competition," "sensible~~

~~1 market competition,” avoidance of battles for market share and “absence of cut
2 throat pricing” that the reports note could only have come about through
3 collusion. In 2014, TUG attributed its own US profits to reduced price competition
4 and competitors eschewing the quest for market share through discounting. It
5 would have been against the individual self-interest of each Defendant to eschew
6 increasing market share during this period by lowering prices.~~

~~7~~ **D. — Pretextual Explanations**

~~8 147. Each of the Defendants has offered explanations for price increases
9 that are pretextual.~~

~~10 148. During the period December 2011 through January 2012, for example,
11 as described above, the three Defendants executed price increases to their U.S.
12 customers. In June, 2011, COSI explained these increases to its customers—
13 wholesalers and grocery chains—as arising from persistent global increases in fish
14 prices. StarKist, in July 2011, attributed increases to “continuously rising fish
15 costs.” In January, 2012, COSI again attributed rising prices to “high fish prices”.
16 Bumble Bee’s Scott Cameron publicly stated on March 30, 2012 that
17 “unforecasted elements” would drive price increases for the second half of 2012,
18 and in April, 2013, Bumble Bee projected an increase of \$120 to \$200 per metric
19 ton of skipjack tuna to explain rising prices. Though they offered facially
20 innocuous explanations, the price increases were in fact coordinated between three
21 competing brands.~~

~~22~~ **E.G. The Department of Justice Investigates Defendants**

~~23 149.300. The San Francisco office of the Antitrust Division of the United
24 States Department of Justice (“DOJ”) is currently investigating anticompetitive
25 practices in the PSP industry. A grand jury has been convened. Two Defendants,
26 Tri-Union and Bumble Bee, have publicly confirmed receipt of grand jury
27 subpoenas, two individuals previously employed by Bumble Bee have entered
28 guilty pleas, and as of the day of the filing of this Complaint, the investigation~~

1 further resulted in the first corporate guilty plea. It was publicly reported that
2 Bumble Bee would plead guilty to conspiring to restrain trade in connection with
3 Packaged Tuna, and pay a fine. [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 150.301. On The criminal investigation first surfaced on July 23, 2015,
7 Thai Union when TUG confirmed that “Tri-Union Seafoods LLC, operating in the
8 United States under the brand Chicken of the Sea ha[d] received a subpoena
9 requiring the production of relevant information to the DOJ” and that “Chicken of
10 the Sea is cooperating fully with the investigation.”

11 151.302. On July 17, 2015, Thai Union TUG announced it suspended a
12 planned public stock offering that it had planned to use to finance acquisition of
13 Bumble Bee. Thai Union TUG stated that it wanted “additional clarity” on the
14 investigation before proceeding with the offering. Thai Union has notified the
15 United States Securities and Exchange Commission (“SEC”) of the suspension.
16 Thai Union has since also announced that the planned acquisition of Bumble Bee
17 will not proceed given the merger investigation that is part of the DOJ
18 investigation of anticompetitive practices in the PSP industry.

19 152.303. The publication Global Competition Review has reported that it
20 “is highly likely that something produced in the [Tri-Union and Bumble Bee]
21 merger investigation sparked this investigation touching the industry as a whole
22 rather than just the parties to the deal,” and “early information indicates the
23 demand for information came from a separate section of the antitrust division, not
24 one tasked with analyzing deals.”

25 153.304. On July 23, 2015, Bumble Bee acknowledged receipt of a grand
26 jury subpoena. Bumble Bee stated, “The Company did receive a grand jury
27 subpoena relating to a US Department of Justice investigation into potential
28 antitrust violations in the packaged seafood industry. The Company is cooperating

1 fully with the investigation.”

2 ~~154:305. Based on the public statements about the currently pending~~
3 ~~DOJ investigation, it appears that~~ StarKist received a subpoena as well, ~~and that~~
4 ~~the DOJ’s investigation extends to the entire domestic PSP sector. StarKist has~~but
5 did not announced whether or not it has received a grand jury subpoenasay so
6 publicly.

7 ~~155:306. The fact that these companies received subpoenas from a~~
8 federal grand jury is alone significant, as is reflected in Chapter 3 of the 2014
9 edition of the DOJ’s Antitrust Division Manual, available at
10 <http://www.justice.gov/atr/public/divisionmanual/chapter3.pdf>. Section F.1 of that
11 chapter notes that “staff should consider carefully the likelihood that, if a grand
12 jury investigation developed evidence confirming the alleged anticompetitive
13 conduct, the Division would proceed with a criminal prosecution.” *Id.* at 111-82.
14 ~~The staff request needs to be approved by the relevant field chief and is then sent~~
15 ~~to the Antitrust Criminal Enforcement Division. *Id.* “The DAAG [Deputy Assistant~~
16 ~~Attorney General] for Operations, the Criminal DAAG, and the Director of~~
17 ~~Criminal Enforcement will make a recommendation to the Assistant Attorney~~
18 ~~General. If approved by the Assistant Attorney General, letters of authority are~~
19 ~~issued for all attorneys who will participate in the grand jury investigation.” *Id.* at~~
20 ~~111-83. “The investigation should be conducted by a grand jury in a judicial~~
21 ~~district where venue lies for the offense, such as a district from or to which price-~~
22 ~~fixed sales were made or where conspiratorial communications occurred.” *Id.*~~

23 ~~156:307. In~~Early in this case~~litigation~~, the ~~seriousness of the ongoing~~
24 ~~Grand Jury investigation is no secret. The DOJ made a formal motion for~~
25 ~~intervention in this action, which was not opposed and has since been granted by~~
26 ~~this Court. The DOJ is now an intervenor in this action. The DOJ had three~~
27 ~~attorneys in attendance at the first status conference on January 20, 2016. Since~~
28 ~~then, the parties and the Government~~ have negotiated and filed a partial stay

1 agreement that expressly provides for certain discovery while preventing discovery
2 that would infringe upon the Grand Jury’s investigation.—; which was later
3 modified to accommodate the timeline of the investigation. That investigation has
4 now borne demonstrable fruit.

5 308. On December 7, 2016, it filed a criminal information against
6 Cameron, a Senior Vice-President of Sales for Bumble Bee, alleging a conspiracy
7 to fix prices of PSPs. “Information” (Dec. 7, 2016) (ECF No. 1) in *United States v.*
8 *Cameron*, No. 3:16-cr-00501-EMC (N.D. Cal.). Cameron pled guilty to the offense
9 charged at a hearing on January 25, 2017.

10 309. On December 21, 2016, the DOJ filed a criminal information against
11 Ken Worsham, a Senior Vice-President of Trade Marketing for Bumble Bee, again
12 alleging his participation in a conspiracy to fix the prices of PSPs. ”Information”
13 (Dec. 21, 2016) (ECF No. 1) in *United States v. Worsham*, No. 3:16-cr-00535-
14 EMC-1 (N.D. Cal.). Ken Worsham pled guilty to the charge against him on March
15 15, 2017.

16 310. Both plea agreements state that:
17 the defendant participated in a conspiracy with other
18 persons and entities engaged in the manufacture and sale
19 of packaged seafood, the primary purpose of which was
20 to fix, raise and maintain the prices of packaged seafood
21 sold in the United States, In furtherance of the
22 conspiracy, the defendant engaged in conversations and
23 discussions and attended meetings with representatives
24 of other major packaged-seafood-producing firms.
25 ***During these conversations, discussions and meetings,***
26 ***agreements and mutual understandings were reached***
27 ***to fix, raise and maintain the prices of packaged***
28 ***seafood sold in the United States.***

Worsham Plea Agreement, ¶ 4(b); Cameron Plea Agreement, ¶ 4(b).

311. Pursuant to his guilty plea, Ken Worsham admitted to collusive
discussions with competitors about Defendants’ price increases. Ken Worsham

1 also stated that during his conversations, discussions, and meetings, “agreements
2 and mutual understandings were reached to fix, raise, and maintain the prices of
3 packaged seafood sold in the United States.”¹⁷ Ken Worsham and the government
4 agreed on his sentencing guidelines calculations “based on a total amount of
5 volume of commerce attributable to the defendant of over \$300 million.”¹⁸ A
6 reasonable inference from this admission is that Ken Worsham, Bumble Bee,
7 StarKist and COSI reached and implemented illegal collusive agreements affecting
8 over \$300 million worth of Bumble Bee’s sales of packaged seafood in U.S.
9 interstate commerce, in addition to the packaged seafood sales of StarKist and
10 COSI that the agreement affected.

11 157.312. It has been publicly reported that one Defendant has applied for
12 and been accepted into the DOJ’s corporate leniency program under the Antitrust
13 Criminal Penalty Enhancement and Reform Act of 2004, Pub. L. No. 108-237,
14 §213(b), 118 Stat. 665, 666 (codified as amended at 15 U.S.C. § 1 note)
15 (“ACPERA”). ~~This Defendant’s [REDACTED]~~
16 the ACPERA leniency program is specifically related to Defendants’ price-fixing
17 activities and other anticompetitive conduct in violation of Section 1 of The
18 Sherman Act in the United States ~~PSPPackaged Tuna~~ market. ~~At least one news~~
19 ~~service has identified a single brand as the leniency applicant. The news service~~
20 ~~MLex Market Insight has reported that the amnesty applicant has applied for~~
21 ~~protection the Antitrust Criminal Penalty Enhancement and Reform Act of 2004,~~
22 ~~Pub. L. No. 108 237, tit. II, 118 Stat. 661 (2004) (“ACPERA”), Part B. Such~~
23 protection requires that the amnesty applicant admit the commission of a criminal
24

25 ¹⁷ Plea Agreement ¶ 4 (b) *United States v. Kenneth Worsham*, No. 16 CR 535
26 (N.D. Cal. Dec. 21, 2016) (ECF No. 14).

27 ¹⁸ *Id.* ¶ 9. (emphasis added). Worsham admitted his employer’s sales of packaged
28 seafood affecting U.S. customers totaled at least \$300 million. *Id.* ¶ 4(a).

1 act. Therefore, [REDACTED] Bumble Bee personnel admit committing a crime
2 in connection with the antitrust investigation.

3 **F.H. Plaintiffs Suffered Antitrust Injury**

4 158.313. Defendants’ anticompetitive conduct had the following effects,
5 among others:

- 6 a. Price competition has been restrained or eliminated with respect to
- 7 PSPsPackaged Tuna sold in the United States;
- 8 b. The prices of PSPsPackaged Tuna sold in the United States have
- 9 been fixed, raised, maintained, or stabilized at artificially inflated
- 10 levels;
- 11 c. Indirect purchasers of PSPsPackaged Tuna have been deprived of
- 12 free and open competition; and
- 13 d. Indirect purchasers of PSPsPackaged Tuna paid artificially inflated
- 14 prices.

15 159.314. By reason of the alleged violations of the antitrust laws and
16 other laws alleged herein, Plaintiffs and the members of the Classes have sustained
17 injury to their businesses or property, having paid higher prices for PSPsPackaged
18 Tuna than they would have paid in the absence of Defendants’ illegal conduct, and,
19 as a result, have suffered damages in an amount presently undetermined. This is an
20 antitrust injury of the type that the antitrust laws were meant to punish and prevent.

21 **FRAUDULENT CONCEALMENT AND THE TOLLING OF THE**
22 **STATUTE OF LIMITATIONS**

23 ~~160. Throughout the Class Period, Defendants affirmatively and~~
24 ~~fraudulently concealed their unlawful conduct from discovery by Plaintiffs.~~

25 **I. TOLLING OF THE STATUTE OF LIMITATIONS**

26 315. Plaintiffs had neither actual nor constructive knowledge of the facts
27 constituting its claim for relief.

28 ~~161.~~ Plaintiffs and members of the Class did not discover, ~~nor and~~ could

1 ~~not~~ have discovered through the exercise of ~~due~~reasonable diligence, the existence
2 of the conspiracy ~~and Defendants' and their co-conspirators' involvement in the~~
3 ~~conspiracy before July 23, 2015, when the DOJ's investigation became public.~~

4 ~~162. Because alleged herein until at least July of 2015. Indeed, the~~
5 ~~conspiracy was actively concealed until July 23, 2015, Plaintiffs were unaware of~~
6 ~~Defendants' and their co-conspirators' unlawful conduct. Until that time, Plaintiffs~~
7 ~~were unaware that they were paying artificially inflated prices for PSPs.~~

8 ~~163.316. The affirmative acts of Defendants and their co-conspirators,~~
9 ~~including acts in furtherance of apparently only uncovered by DOJ in the process~~
10 ~~of reviewing internal company documents relating to the conspiracy, were~~
11 ~~wrongfully concealed and conducted in a manner that precluded detection proposed~~
12 ~~merger between COSI and Bumble Bee.~~

13 ~~164. Defendants and their co-conspirators agreed among themselves not to~~
14 ~~discuss publicly or otherwise reveal the nature and substance of the acts and~~
15 ~~communications in furtherance of their illegal conspiracy.~~

16 ~~165. Defendants and their co-conspirators met and communicated secretly~~
17 ~~concerning the pricing and marketing of PSPs so as to avoid detection.~~

18 ~~166. Plaintiffs could not have discovered the alleged conspiracy at an~~
19 ~~earlier date by the exercise of reasonable diligence because of the deceptive~~
20 ~~practices and techniques employed by Defendants and their co-conspirators to~~
21 ~~avoid the detection of, and fraudulently conceal, their contract, conspiracy, or~~
22 ~~combination. Defendants' conspiracy was fraudulently concealed by various means~~
23 ~~and methods, including, but not limited to, secret meetings, misrepresentations to~~
24 ~~customers, and surreptitious communications among Defendants and their co-~~
25 ~~conspirators via telephone or in in-person meetings.~~

26 ~~167. Because the alleged conspiracy was affirmatively concealed by~~
27 ~~Defendants and their co-conspirators until July 23, 2015, Plaintiffs had no~~
28 ~~knowledge of the alleged conspiracy or any facts or information that would have~~

1 ~~caused a reasonably diligent person to investigate whether a conspiracy existed.~~

2 ~~168. None of the facts or information available to Plaintiffs prior to July~~
3 ~~23, 2015, if investigated with reasonable diligence, could or would have led to the~~
4 ~~discovery of the conspiracy prior to July 23, 2015.~~

5 ~~317. As a result of Defendants' and their co-conspirators' Defendants~~
6 ~~engaged in a secret conspiracy and did not reveal facts that would put Plaintiffs or~~
7 ~~the Class on inquiry notice that there was an agreement to fix prices for Packaged~~
8 ~~Tuna. By their very nature, price-fixing conspiracies are inherently self-~~
9 ~~concealing. Plaintiffs allege that Defendants agreed among themselves to conceal~~
10 ~~their unlawful conspiracy, including by agreeing not to discuss the conspiracy~~
11 ~~publicly and by other means of avoiding detection and maintaining secrecy, such~~
12 ~~as the use of nonpublic e-mails and private telephone calls, as described above.~~
13 ~~Accordingly, Plaintiffs could not have had either actual or constructive knowledge~~
14 ~~of the price fixing scheme until the public disclosure of the DOJ's criminal~~
15 ~~investigation on July 23, 2015.~~

16 **2004-2006 Price Increases**

17 ~~318. Defendants fraudulently concealed the 2004 and 2006 increases~~

18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 (i) [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

2008 Package Downsizing

319. Defendants fraudulently concealed their 2007-08 package size reduction and list price increase agreements by several means [REDACTED]

[REDACTED]

320. Defendants also sometimes concealed their package downsizing conduct by using coded references to describe their co-conspirators. For example,

[REDACTED]

321. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

323. Defendants gave pretextual reasons for the package downsizing and price increase to conceal their unlawful conduct.

324. [REDACTED]

325. Similarly, a published article at the time of the announcement of the can resizing and price increase stated that “a customer service representative for

1 StarKist . . . explained that tuna prices have reached an all-time high.” And in
2 August 2008, StarKist added an environmental sustainability justification, by
3 touting the can downsizing as “saving two million gallons of water.”

4 326. When instituting the 2008 list price increase, StarKist stated in August
5 that it was raising prices effective November 3, 2008 because of the “continued
6 escalation of global Tuna fish prices.” [REDACTED]

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 **Later Coordinated Price Increases**

12 327. Defendants again used multiple means to conceal their 2008, 2010,
13 2011, and 2012 agreements to increase prices, [REDACTED]

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 328. Defendants sought to limit inculpatory written communications with
18 one another. Thus, for example, [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 329. Similarly, in connection with the 2011-12 price increases, COSI,
24 StarKist, and Bumble Bee interacted mostly through telephonic communications or
25 face-to-face meetings. [REDACTED]

26 [REDACTED]
27 [REDACTED]

28 [REDACTED] By communicating with customers individually rather than releasing a

1 public price announcement, Defendants sought to minimize any public discussion
2 of the fact that multiple Packaged Tuna producers were increasing prices at the
3 same time.

4 330. [REDACTED]

16 331. When Defendants met in person, they took steps to ensure that their
17 meetings were secret. [REDACTED]

20 332. Further, all three Defendants attended NFI Tuna Council meetings
21 several times a year in various locations around the world. These conferences
22 provided Defendants with regular opportunities to arrange off-agenda meetings
23 without raising suspicions. [REDACTED]

27 By
28 arranging their meetings to coincide with industry shows and conferences,

1 Defendants attempted to reduce the chance that their presence in the same location
2 would betray their illegal enterprise.

3 333. As explained above, familial connections sometimes provided
4 Defendants with seemingly innocuous channels for passing confidential
5 information. [REDACTED]

6 [REDACTED] Additionally, Laurel Cameron
7 neé Edwards, the wife of Bumble Bee Senior Vice President Scott Cameron, began
8 working at ISSF in early 2012. Prior to her employment at ISSF, she had worked
9 as a Vice President of Sales with Scott Cameron at Bumble Bee. [REDACTED]

10 [REDACTED]
11 [REDACTED]. Given her role at ISSF, she was ideally positioned to facilitate
12 communications between Defendants.

13 334. Further, Defendants consistently gave pretextual public justifications
14 to support their price increases.

15 335. With respect to the 2010 net price increase, [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 336. With regard to the 2011 price increase, [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



337. Other examples of pretextual statements regarding price increases include:

338. A June 2011 letter from COSI attributing price increases to “persistent global inflationary trends” and “increased raw material costs and a weak U.S. dollar.”

339. A July 2011 StarKist letter announcing prices increases for canned tuna that were attributed to “continuously rising fish costs.”

340. A January 2012 COSI letter saying that “[h]igh fish prices have made it necessary to increase the list price of both light and white [tuna]. All indicators are that these higher raw material costs will not return to levels that were seen as recently as a year ago.”

341. A January 17, 2012 list price announcement from Bumble Bee attributing increases to general inflationary trends in fish, transportation and packaging costs.

342. A January 17, 2012 letter from Cameron of Bumble Bee to customers saying that “[o]ver the recent past, global inflation, economic uncertainty, transportation consolidation, fuel prices, and record high resource (fish) costs, have compounded to create unprecedented pricing volatility in our industry. As we forecast these factors moving into the first half of 2012, we see no relenting on these cost pressures. The factors that were outlined above will increase, which has led Bumble Bee Foods to announce list pricing actions on a number of canned and pouch tuna items (ranging from +4% to +9%), beginning in April, 2012.”

343. A March 2012 letter from Cameron of Bumble Bee telling customers

1 that “unforecasted elements,” some of which would occur in the latter part of 2012,
2 necessitated canned tuna price increases.

3 344. An August 2012 Intrafish article in which Senior Vice President
4 David Melbourne of Bumble Bee says that “[t]he leading brands took pricing
5 action due to escalating fish costs.”

6 345. None of these communications ever mentioned Defendants’ collusion
7 or the fact that, as DOJ’s Baer has stated, their industry was “not functioning
8 competitively.”

9 346. Defendants actively sought to mislead their customers about the price-
10 fixing scheme. Their various justifications for price increases did not disclose that
11 they had agreed among themselves to fix, raise and/or stabilize the price of
12 Packaged Tuna. Defendants’ justifications for their price increases were also
13 misleading, to the extent they were true even in part, because of their failure to
14 disclose that the price increases in fact resulted from their illegal agreement and
15 conspiracy.

16 347. Defendants’ fraudulent concealment of the conspiracy, the running of
17 any statutes of limitations has been tolled with respect to Plaintiffs’ claims of
18 anticompetitive or unfair business practice was even more effective against
19 Plaintiffs because they were and are consumers. Indirect purchases, at retail prices,
20 interposed an additional layer of opacity as to the prices charged by the Defendants
21 and the timing of changes.

22 169.348. Because Defendants’ agreement, understanding and conspiracy
23 was kept secret, Plaintiffs and members of the Class were unaware of Defendants’
24 unlawful conduct alleged in this Complaint herein and did not know that they were
25 paying artificially high prices for Packaged Tuna during the Class Period.

26 ##
27 ##
28 ##

1 ##

2 349. The guilty plea of Ken Worsham of Bumble Bee further raises the
3 inference of using means of communication that affirmatively concealed the
4 conspiracy from detection. Ken Worsham, as alleged *supra*, is the son of Bob
5 Worsham, a longtime Del Monte employee and StarKist consultant. [REDACTED]

6 [REDACTED] The
7 involvement of both father and son in the collusion allowed Defendants an avenue
8 to pass competitive information where personnel from competing companies could
9 meet as frequently as necessary with no need to present an explanation.

10 350. None of these communications ever mentioned Defendants' collusion
11 or the fact that, as DOJ's Baer has stated, their industry was "not functioning
12 competitively."

13 351. Defendants thus actively misled their customers about the price-fixing
14 scheme. Their various justifications for price increases did not disclose that they
15 had agreed among themselves to fix, raise and/or stabilize the price of Packaged
16 Tuna. Defendants' justifications for their price increases were also misleading, to
17 the extent they were true even in part, because of their failure to disclose that the
18 price increases in fact resulted from their illegal agreement and conspiracy.

19 352. Because Defendants' agreement, understanding and conspiracy was
20 kept secret, Plaintiffs and members of the Class were unaware of Defendants'
21 unlawful conduct alleged herein and did not know that they were paying artificially
22 high prices for Packaged Tuna during the Class Period.

23 **Defendants' Conspiratorial Acts Overwhelmingly Took Place in California**

24 353. Defendants' acts in furtherance of their conspiracy to raise the prices
25 of Packaged Tuna overwhelmingly occurred in the State of California.

26 354. As alleged above, Defendants COSI and Bumble Bee each maintain
27 their principal places of business in San Diego, California. Defendants used and
28 availed themselves of these and other California-based locales to engage in and

1 implement their conspiracy.

2 355. [Redacted]
3 [Redacted]
4 [Redacted]
5 [Redacted]
6 [Redacted]
7 [Redacted]
8 [Redacted]

9 356. [Redacted]
10 [Redacted]
11 [Redacted]
12 [Redacted]
13 [Redacted]
14 [Redacted]
15 [Redacted]
16 [Redacted]
17 [Redacted]

18 357. [Redacted]
19 [Redacted]
20 [Redacted]
21 [Redacted]
22 [Redacted]
23 [Redacted]
24 [Redacted]
25 [Redacted]
26 [Redacted]
27 [Redacted]
28 [Redacted]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

358. Defendants' acts of collusion in the State of California continued.

As a result of these efforts, all three Defendants issued May 2010 price increase announcements for Packaged Tuna and other PSP products. Defendants' proposed Q3 2010 net price increases were all similar in magnitude, and had the same effective date of August 1, 2010.

359. COSI executives in San Diego, California played a core role in coordinating subsequent price increases for Packaged Tuna and other PSPs, as well.

360.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

361. Defendants' actions to collude on limiting promotional activity also had a California focus.

[REDACTED]

362. In sum, all aspects of Defendants' collusive and conspiratorial acts, as herein alleged, involved executive and management-level personnel employed by, among others, Defendants COSI and Bumble Bee at their principle places of business in San Diego, California. Additionally, Defendants' actions in furtherance of the alleged Packaged Tuna price-fixing conspiracy overwhelming occurred in California. Indeed, in allocutions made at the time they entered guilty pleas to criminal antitrust charges for engaging in conspiratorial conduct with other companies to fix the prices of PSPs in the United States, Bumble Bee executives Ken Worsham and Cameron quite candidly admitted that their wrongful and collusive actions in violation of the nation's antitrust laws occurred largely, if not entirely, in California.¹⁹

363. Because the conspiratorial conduct overwhelmingly took place in

¹⁹ See, e.g., Rprt's Transc. Of Proceedings, January 25, 2017, *U.S. v. Cameron*, 3:16-cr-00501-EMC, at pp.13-15; Rptr's Transc. Of Proceedings, March 15, 2016, *U.S. v. Worsham*, 3:16-cr-00535-EMC, at page 13, lines 15-17.

1 California, and the massive economic harm visited on consumers throughout the
2 United States emanated from California through the conduct of predominantly
3 California actors acting in California, therefore California has a superior interest in
4 having its laws applied to all injured consumers which exceeds the interests of
5 those states which while allowing recovery by their consumers have chosen a
6 different or more limited procedural mechanism with respect to cases brought in
7 their respective jurisdictions under their respective laws.

8 **CAUSES OF ACTION**

9 **VIOLATIONS OF STATE ANTITRUST LAW**

10 364. The following First through Twenty-Seventh Claims for Relief are
11 pleaded under the antitrust laws of each State or jurisdiction identified below, on
12 behalf of the indicated Class.

13 **FIRST CLAIM FOR RELIEF**

14 **Violation of Section 1 of the Sherman Act, 15 U.S.C. § 1**
15 **(By All Plaintiffs On Behalf of The Nationwide Sherman Act Class)**

16 ~~170. Plaintiffs repeat and reassert each of the allegations contained in~~
17 ~~paragraphs 1 to 166 as if fully set forth herein.~~

18 ~~171. Defendants and their co-conspirators engaged in a continuing contract,~~
19 ~~combination, or conspiracy to artificially fix, raise, maintain and/or stabilize the prices~~
20 ~~of PSPs within the United States, its territories, and the District of Columbia in~~
21 ~~violation of Section 1 of the Sherman Act (15 U.S.C. § 1).~~

22 ~~172. Defendants' anticompetitive acts were intentionally directed at the~~
23 ~~United States market for PSPs and had a substantial and foreseeable effect on~~
24 ~~interstate commerce by raising and fixing PSP prices throughout the United States.~~

25 ~~173. The contract, combination or conspiracy had the following direct,~~
26 ~~substantial, and reasonably foreseeable effects upon commerce in the United~~
27 ~~States and upon import commerce:~~

28 ~~a. prices charged to, and paid by, Plaintiffs and members of the~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~Classes were artificially raised, fixed, maintained, or stabilized at supra-competitive levels;~~
~~b. Plaintiffs and members of the Nationwide Sherman Act Class have been deprived of the benefits of free, open and unrestricted competition in the PSP market in the United States; and~~
~~c. competition in establishing prices paid for PSPs has been unlawfully restrained, suppressed, or eliminated.~~

~~174. Defendants and their co-conspirators’ anticompetitive activities have directly and proximately caused injury to Plaintiffs and members of the Nationwide Sherman Act Class in the United States.~~

~~175. As a direct, foreseeable, and proximate result of Defendants’ anticompetitive conduct, Plaintiffs and the Nationwide Sherman Act Class have been injured in their business and property and are threatened with further injury. Accordingly, Plaintiffs and the Nationwide Sherman Act Class seek injunctive relief.~~

SECOND CLAIM FOR RELIEF

Violation of Section 16720 of the California Business and Professions Code (“The Cartwright Act”) (By All Plaintiffs On Behalf of The ~~Nationwide~~*Illinois Brick Repealer* Cartwright Act Class)²⁰

~~176.365.~~ Plaintiffs repeat and reassert each of the allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

~~177.366.~~ The violations of federal antitrust law set forth above also constitute violations of section 16720 of California Business and Professions Code.

²⁰ Plaintiffs reserve the right to seek amendment to apply the Cartwright Act to consumers in all US States and territories.

1 367. The states and jurisdictions included in the Illinois Brick Repealer
2 Cartwright Class (as defined in ¶ 94(a), supra) each allow indirect purchasers to
3 recover on a similar theory applicable to the facts alleged in this Complaint, which
4 overwhelmingly took place within the State of California.

5 368. Because the conspiratorial conduct overwhelmingly took place in
6 California, and the massive economic harm visited on consumers throughout the
7 United States emanated from California through the conduct of predominantly
8 California actors acting in California, therefore California has a superior interest in
9 having its laws applied to all injured consumers which exceeds the interests of
10 those states which while allowing recovery by their consumers have chosen a
11 different or more limited procedural mechanism with respect to cases brought in
12 their respective jurisdictions under their respective laws.

13 178.369. During the Class Period, Defendants and their co-conspirators
14 engaged in a continuing contract, combination or conspiracy in unreasonable
15 restraint of trade and commerce and other anticompetitive conduct alleged above in
16 violation of California Business and Professions Code section 16700, *et seq.*

17 179.370. Defendants' anticompetitive acts described above were
18 knowing and willful and constitute violations or flagrant violations of California
19 Business and Professions Code section 16700, *et seq.*

20 180.371. As a direct and proximate result of Defendants' unlawful
21 conduct, Plaintiffs and members of the Nationwide Illinois Brick Repealer
22 Cartwright Act Class have been injured in their business and property in that they
23 paid more for PSPs Packaged Tuna than they otherwise would have paid in the
24 absence of Defendants' unlawful conduct. As a result of Defendants' violation of
25 section 16720 of California Business and Professions Code, Plaintiffs and
26 members of the Nationwide Illinois Brick Repealer Cartwright Act Class seek
27 treble damages and their cost of suit, including reasonable attorneys' fees, pursuant
28 to section 16750(a) of California Business and Professions Code.

SECOND CLAIM FOR RELIEF
THIRD CLAIM FOR RELIEF

~~**Violations of California Business and Professions Code § 17200, et seq.**~~
~~**(the “UCL”)**~~

~~**(By All Plaintiffs On Behalf of The Nationwide Cartwright Act Class)**~~

~~181. Plaintiffs repeat and reassert each of the allegations contained in paragraphs 1 to 166 as if fully set forth herein.~~

~~182. The violations of federal antitrust law set forth above also constitute violations of section 17200, et seq. of California Business and Professions Code, also known as the Unfair Competition Law (the “UCL”).~~

~~183. Defendants have engaged in unfair competition or unfair, unconscionable, deceptive or fraudulent acts or practices in violation of the UCL by engaging in the acts and practices specified above.~~

~~184. This claim is instituted pursuant to sections 17203 and 17204 of California Business and Professions Code, to obtain restitution from these Defendants for acts, as alleged herein, that violated the UCL.~~

~~185. The Defendants’ conduct as alleged herein violated the UCL. The acts, omissions, misrepresentations, practices and non-disclosures of Defendants, as alleged herein, constituted a common, continuous, and continuing course of conduct of unfair competition by means of unfair, unlawful, and/or fraudulent business acts or practices within the meaning of the UCL, including, but not limited to, the following: (1) the violations of Section 1 of the Sherman Act, as set forth above; and (2) the violations of section 16720, et seq., of California Business and Professions Code, set forth above.~~

~~186. Defendants’ acts, omissions, misrepresentations, practices, and non-disclosures, as described above, whether or not in violation of section 16720, et seq., of California Business and Professions Code, and whether or not concerted or independent acts, are otherwise unfair, unconscionable, unlawful or fraudulent.~~

~~1 187. Plaintiffs and members of the Nationwide Cartwright Act Class are
2 entitled to full restitution and/or disgorgement of all revenues, earnings, profits,
3 compensation, and benefits that may have been obtained by Defendants as a result
4 of such business acts or practices.~~

~~5 188. The effects of the illegal conduct alleged herein are continuing and
6 while the conspiracy has ended, the effects of the conspiracy continue to harm
7 Plaintiffs and members of The Nationwide Cartwright Act Class.~~

~~8 189. The unlawful and unfair business practices of Defendants, and each of
9 them, as described above, have caused and continue to cause Plaintiffs and the
10 members of the Nationwide Cartwright Act Class to pay supra-competitive and
11 artificially inflated prices for PSPs sold in the United States. Plaintiffs and the
12 members of the Nationwide Cartwright Act Class suffered injury in fact and lost
13 money or property as a result of such unfair competition.~~

~~14 190. As alleged in this Complaint, Defendants and their co-conspirators
15 have been unjustly enriched as a result of their wrongful conduct and by
16 Defendants' unfair competition. Plaintiffs and the members of the Nationwide
17 Cartwright Act Class are accordingly entitled to equitable relief including
18 restitution and/or disgorgement of all revenues, earnings, profits, compensation,
19 and benefits that may have been obtained by Defendants as a result of such
20 business practices, pursuant to California Business and Professions Code sections
21 17203 and 17204.~~

~~22 VIOLATIONS OF STATE ANTITRUST LAW~~

~~23 **(Against All Defendants)**~~

~~24 191. The following Fourth through Twenty ninth Claims for Relief are
25 pleaded under the antitrust laws of each State or jurisdiction identified below, on
26 behalf of the indicated Class.~~

~~27 ##~~

~~28 ##~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

##

FOURTH CLAIM FOR RELIEF

**Violation of Arizona’s Uniform State Antitrust Act,
Ariz. Rev. Stat. § 44-1401, et seq.**

**(By Plaintiffs Jonathan Rizzo and Ana Gabriela Felix Garcia, Tina Grant,
Tya Hughes,
John Pels, and Erica Rodriguez On Behalf of the Arizona Class)**

192.372. Plaintiffs Jonathan Rizzo Ana Gabriela Felix Garcia, Tina Grant, Tya Hughes, John Pels, and Tina Grant Erica Rodriguez, on behalf of themselves and the Arizona Class, repeat and reassert each of the allegations contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

193.373. By reason of the conduct alleged herein, Defendants have violated Arizona Rev. Stat. § 44-1401, et seq.

194.374. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the PSPPackaged Tuna market, a substantial part of which occurred within Arizona.

195.375. Defendant established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Relevant Markets, a substantial part of which occurred within Arizona, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the PSPPackaged Tuna Market.

196.376. Defendants’ violations of Arizona law were flagrant.

197.377. Defendants’ unlawful conduct substantially affected Arizona’s trade and commerce.

198.378. As a direct and proximate cause of Defendants’ unlawful conduct, the Plaintiffs and members of the Arizona Class have been injured in their business or property and are threatened with further injury.

379. Defendants wrongfully concealed the facts alleged herein giving rise

1 to their unlawful conduct preventing Arizona plaintiffs from reasonably
2 discovering the claim during the limitations period. This cause of action did not
3 accrue until July 23, 2015 when the plaintiffs knew or in the exercise of reasonable
4 diligence should have known about the Defendants' unlawful conduct.

5 199.380. By reason of the foregoing, Plaintiffs and members of the
6 Arizona Class are entitled to seek all forms of relief available under Arizona
7 Revised Stat. § 44-1401, *et seq.*

8 ##
9 ##
10 ##

11 **FIFTH CLAIM FOR RELIEF**
12 **Violation of the Arkansas Unfair Practices Act,**
13 **Ark. Code Ann. § 4-75-201, *et seq.* and § 4-75-301, *et seq.***
14 **(By Plaintiff Joseph A. Langston On Behalf of the Arkansas Class)**

15 200. Plaintiff Joseph A. Langston, on behalf of himself and the Arkansas
16 Class, repeats and reasserts each of the allegations contained in paragraphs 1 to
17 166 as if fully set forth herein.

18 201. By reason of the conduct alleged herein, Defendants have violated
19 Ark. Code Ann. § 4-75-201, *et seq.* and § 4-75-301, *et seq.*

20 202. Defendants entered into a contract, combination, or conspiracy
21 between two or more persons in restraint of, or to monopolize, trade or commerce
22 in the PSP market, a substantial part of which occurred within Arkansas.

23 203. Defendants established, maintained, or used a monopoly, or attempted
24 to establish a monopoly, of trade or commerce in the Relevant Markets, a
25 substantial part of which occurred within Arkansas, for the purpose of excluding
26 competition or controlling, fixing, or maintaining prices in the PSP Market.

27 204. Defendants' violations of Arkansas law were flagrant.

28 205. Defendants' unlawful conduct substantially affected Arkansas's trade

1 ~~and commerce.~~

2 ~~206. Defendants' unlawful conduct caused injury, and as a result, Plaintiff~~
3 ~~and the members of the Arkansas Class have been damaged in their business or~~
4 ~~property and are threatened with further damages.~~

5 ~~207. By reason of the foregoing, Plaintiff and members of the Arkansas~~
6 ~~Class is entitled to seek all forms of relief, including treble damages, reasonable~~
7 ~~attorney's fees and costs, and injunctive relief available under Ark. Code Ann. § 4-~~
8 ~~75-211.~~

9 ##

10 ##

11 **SIXTH CLAIM FOR RELIEF**
12 **THIRD CLAIM FOR RELIEF**

13 **Violation of California's Cartwright Act,**
14 **Cal. Bus. & Prof. Code § 16700, et seq.**

15 **(By Plaintiffs Mary Hudson, ~~Marissa Jacobus~~Tya Hughes, Amy Jackson,**
16 **Michael Juetten, Rick Musgrave, and ~~David Ton~~John Pels On Behalf of the**
17 **California Class)**

18 ~~208.381.~~ Plaintiffs Mary Hudson, ~~Marissa Jacobus~~Tya Hughes, Amy
19 Jackson, Michael Juetten, Rick Musgrave, and ~~David Ton~~John Pels, for themselves
20 and on behalf of the California Class, repeat and reallege each of the allegations
21 contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

22 ~~209.382.~~ The California Business & Professions Code generally governs
23 conduct of corporate entities. The Cartwright Act, Cal. Bus. & Prof. Code §§
24 16700-16770, governs antitrust violations in California.

25 ~~210.383.~~ California policy is that "vigorous representation and protection
26 of consumer interests are essential to the fair and efficient functioning of a free
27 enterprise market economy," including by fostering competition in the
28 marketplace. Cal. Bus. & Prof. Code § 301.

29 ~~211.384.~~ Under the Cartwright Act, indirect purchasers have standing to
maintain an action based on the facts alleged in this Complaint. Cal. Bus. & Prof.

1 Code § 16750(a).

2 ~~212.385.~~ A trust in California is any combination intended for various
3 purposes, including but not limited to creating or carrying out restrictions in trade
4 or commerce, limiting or reducing the production or increasing the price of
5 merchandise, or preventing competition in the market for a commodity. Cal. Bus.
6 & Prof. Code § 16720. Every trust in California is unlawful except as provided by
7 the Code. *Id.* at § 16726.

8 ~~213.386.~~ Plaintiffs ~~Mary Hudson, Marissa Jacobus, Michael Juetten,~~
9 ~~Riek Musgrave~~ Ana Gabriela Felix Garcia, Tina Grant, Tya Hughes, John Pels, and
10 ~~David Ton~~ Erica Rodriguez purchased ~~PSPs~~ Packaged Tuna within the State of
11 California during the Class Period. But for Defendants' conduct set forth herein,
12 the price per unit of ~~PSPs~~ Packaged Tuna would have been lower, in an amount to
13 be determined at trial.

14 ~~214.387.~~ Defendants enacted a combination of capital, skill or acts for
15 the purpose of creating and carrying out restrictions in trade or commerce, in
16 violation of Cal. Bus. & Prof. Code § 16700, *et seq.*

17 ~~388. Defendants wrongfully concealed the facts alleged herein giving rise~~
18 ~~to their unlawful conduct preventing California plaintiffs in the exercise of due~~
19 ~~diligence from uncovering the unlawful conduct. The applicable statute of~~
20 ~~limitations is tolled until July 23, 2015 until the plaintiffs by the exercise of~~
21 ~~reasonable diligence should have discovered it.~~

22 ~~215.389.~~ Plaintiffs and members of the Class were injured in their
23 business or property, with respect to purchases of ~~PSPs~~ Packaged Tuna in
24 California and are entitled to all forms of relief, including recovery of treble
25 ~~damages~~ dages, interest, and injunctive relief, plus reasonable attorneys' fees and
26 costs.

27 **FOURTH CLAIM FOR RELIEF**

28 **SEVENTH CLAIM FOR RELIEF**

**Violation of the District of Columbia Antitrust Act,
D.C. Code § 28-4501, et seq.**

**(By Plaintiff Paul BergerPlaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney,
and Andrew Gorman On Behalf of the District of Columbia Class)**

216.390. ~~Plaintiff Paul Berger,~~Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew Gorman on behalf of ~~himself~~themselves and on behalf of the District of Columbia Class, ~~repeats~~repeat and ~~realleges~~reallege each of the allegations contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

217.391. The policy of District of Columbia Code, Title 28, Chapter 45 (Restraints of Trade) is to “promote the unhampered freedom of commerce and industry throughout the District of Columbia by prohibiting restraints of trade and monopolistic practices.”

218.392. ~~Plaintiff Paul Berger~~Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew Gorman purchased PSPsPackaged Tuna within the District of Columbia during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

219.393. Under District of Columbia law, indirect purchasers have standing to maintain an action under the antitrust provisions of the D.C. Code based on the facts alleged in this Complaint, because “any indirect purchaser in the chain of manufacture, production or distribution of goods...shall be deemed to be injured within the meaning of this chapter.” D.C. Code 28-4509(a).

220.394. Defendants contracted, combined or conspired to act in restraint of trade within the District of Columbia, and monopolized or attempted to monopolize the market for PSPsPackaged Tuna within the District of Columbia, in violation of D.C. Code § 28-4501, et seq.

395. Defendants wrongfully concealed the facts alleged herein giving rise to the unlawful conduct by the affirmative actions described herein which were

1 designed to prevent the discovery of such unlawful conduct and the Plaintiffs in the
2 District of Columbia did not discover and could not discover the unlawful conduct
3 prior to July 23, 2015.

4 221.396. Plaintiff and members of the Class were injured with respect to
5 purchases of PSPsPackaged Tuna in the District of Columbia and are entitled to all
6 forms of relief, including actual damages, treble damages, and interest, reasonable
7 attorneys' fees and costs.

8 **EIGHTH FIFTH CLAIM FOR RELIEF**

9 **Violation of the Guam Antitrust Law,**
10 **Guam Code Ann. tit. 9 § 69.10, et seq.**

11 **(By Plaintiffs Amy Jackson and Joelyna A. San Agustin**
12 **On Behalf of the Guam Class)**

13 222.397. Plaintiffs Amy Jackson and Joelyna San Agustin, on behalf of
14 themselves and the Guam Class, repeat and reassert each of the allegations
15 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

16 223.398. By reason of the conduct alleged herein, Defendants have
17 violated Guam Code Ann. tit. 9 § 69.10, et seq.

18 224.399. ~~By reason of the conduct alleged herein, Defendants have~~
19 ~~violated Guam Code Ann. tit. 9 § 69.10, et seq.~~

20 225.400. Plaintiffs Amy Jackson and Joelyna San Agustin purchased
21 PSPsPackaged Tuna within the Territory of Guam during the Class Period. But for
22 Defendants' conduct set forth herein, the price per unit of PSPsPackaged Tuna
23 would have been lower, in an amount to be determined at trial.

24 226.401. Defendants entered into a contract, combination, or conspiracy
25 between two or more persons in restraint of, or to monopolize, trade or commerce
26 in the PSPPackaged Tuna market, a substantial part of which occurred within
27 Guam.

28 227.402. Defendant established, maintained, or used a monopoly, or
attempted to establish a monopoly, of trade or commerce in the Relevant Markets,

1 a substantial part of which occurred within Guam, for the purpose of excluding
2 competition or controlling, fixing, or maintaining prices in the PSPPackaged Tuna
3 Market.

4 228.403. Defendants' conduct was an unfair method of competition, and
5 an unfair or deceptive act or practice within the conduct of commerce within the
6 StateTerritory of Guam.

7 229.404. Defendants' unlawful conduct substantially affected Guam's
8 trade and commerce.

9 230.405. As a direct and proximate cause of Defendants' unlawful
10 conduct, the Plaintiffs and the members of the Guam Class have been injured in
11 their business or property and are threatened with further injury.

12 406. Defendants wrongfully concealed the facts alleged herein giving rise
13 to the unlawful conduct. Having acted in secret, the statute of limitation for the
14 Guam Plaintiffs' claim did not begin running until July 23, 2015, when the
15 Plaintiffs acting reasonably could have discovered Defendants' unlawful conduct.
16 Plaintiffs could not and should not have suspected Defendants' wrongful conduct
17 until July 23, 2015.

18 231.407. By reason of the foregoing, the Plaintiffs and members of the
19 Guam Class is entitled to seek all forms of relief, including treble damages and
20 reasonable attorney's fees and costs under Guam.

21 **NINTHSIXTH CLAIM FOR RELIEF**

22 **Violation of the Hawaii Antitrust Statute,**

23 **Haw. Rev. Stat. § 480-1, et seq.**

24 **(By Plaintiff Gloria Emery on Behalf of the Hawaii Class)**

25 408. Plaintiff Gloria Emery, for herself and on behalf of the Hawaii Class,
26 repeats and realleges each of the allegations contained in paragraphs 1 to 363 as if
27 fully set forth herein.

28 409. The Hawaii Antitrust Act prohibits "every contract, combination in
the form of trust or otherwise, or conspiracy, in restraint of trade or commerce in

1 the State,” including acts to (i) “fix, control, or maintain, the price of any
2 commodity;” (ii) “limit, control, or discontinue, the production, manufacture, or
3 sale of any commodity for the purpose or with the result of fixing, controlling or
4 maintaining its price”; and (iii) “fix, control, or maintain, any standard of quality of
5 any commodity for the purpose or with the result of fixing, controlling, or
6 maintaining its price.” Haw. Rev. Stat. § 480-4(a) and 4(b).

7 410. Plaintiff Gloria Emery purchased Packaged Tuna within the State of
8 Hawaii during the Class Period. But for Defendants’ conduct set forth herein, the
9 price per unit of Packaged Tuna would have been lower, in an amount to be
10 determined at trial.

11 411. Defendants contracted, combined, or conspired to restrain the trade or
12 commerce in the market for Packaged Tuna and their conduct substantially
13 affected Hawaii commerce, in violation of Haw. Rev. Stat. §§ 480-1, *et seq.*

14 412. Plaintiff and members of the Class were injured with respect to
15 purchases of Packaged Tuna in that at least thousands of sales of Defendants’
16 Packaged Tuna took place in Hawaii, purchased by Hawaii consumers at supra-
17 competitive prices caused by Defendants’ conduct.

18 413. Under Hawaii law, an indirect purchaser may bring an action under
19 the Hawaii Antitrust Act based on the facts alleged in this Complaint.²¹

20 414. Defendants’ continued violations of the law comprise a repeated
21 pattern and course of conduct that provide an exception to the applicable statute of
22 limitations. Defendants also affirmatively misled Plaintiff and members of the
23 Hawaii class by wrongfully concealing the facts alleged herein giving rise to the
24 unlawful conduct. Plaintiff had neither actual nor constructive knowledge of the
25 facts giving rise to her claims until July 23, 2015, and exercised due diligence in
26

27 ²¹ In compliance with Haw. Rev. Stat. § 480-13.3, Plaintiff has contemporaneously
28 served a copy of this Complaint on the Hawaii Attorney General.

1 attempting to discover such facts.

2 415. By reason of the foregoing, Plaintiff and members of the Hawaii Class
3 are entitled to all forms of relief available under Haw. Rev. Stat. §§ 480, et seq.,
4 including treble damages, costs and disbursements, reasonable attorneys' fees, and
5 injunctive relief necessary to prevent and restrain violations thereof.

6 416. Concurrent with the filing of this complaint, Plaintiff and her counsel
7 have served required materials upon the Hawaii Attorney General pursuant to
8 Haw. Rev. Stat. § 480-13.3.

9 **SEVENTH CLAIM FOR RELIEF**

10 **Violation of the Illinois Antitrust Act,**
11 **740 Ill. Comp. Stat. Ann. 10/3(1), et seq.**

12 **(By Plaintiffs ~~Jessica Breitbach, Sally Crnkovich, Elizabeth Davis-Berg, Amy~~**
13 **~~Joseph, Bredberg~~ and Elizabeth ~~Twitchell On Behalf of the Illinois Class~~**
14 **~~Davis-Berg~~)**

15 232.417. Plaintiffs ~~Jessica Breitbach, Sally Crnkovich, Elizabeth Davis-~~
16 ~~Berg, Amy Joseph, Bredberg~~ and Elizabeth ~~Twitchell, on behalf of themselves and~~
17 ~~the Illinois Class, Davis-Berg~~ repeat ~~and reassert~~ each of the allegations contained
18 in paragraphs 1 to ~~166363~~ as if fully set forth herein.

19 233.418. The Illinois Antitrust Act, 740 ILCS 10/1, et seq., aims “to
20 promote the unhampered growth of commerce and industry throughout the State by
21 prohibiting restraints of trade which are secured through monopolistic or oligarchic
22 practices and which act or tend to act to decrease competition between and among
23 persons engaged in commerce and trade” 740 ~~ILCS~~Ill. Comp. Stat. 10/2.

24 234.419. Plaintiffs ~~Jessica Breitbach, Sally Crnkovich, Elizabeth Davis-~~
25 ~~Berg, Amy Joseph, Bredberg~~ and Elizabeth ~~Twitchell~~~~Davis-Berg~~ purchased
26 ~~PSPs~~Packaged Tuna within the State of Illinois during the Class Period. But for
27 Defendants' conduct set forth herein, the price per unit of ~~PSPs~~Packaged Tuna
28 would have been lower, in an amount to be determined at trial.

29 235.420. Under the Illinois Antitrust Act, indirect purchasers have

1 standing to maintain an action for damages based on the facts alleged in this
2 Complaint. 740 Ill. Comp. Stat. HCS 10/7(2).

3 236.421. Defendants made contracts or engaged in a combination or
4 conspiracy with each other, though they would have been competitors but for their
5 prior agreement, for the purpose of fixing, controlling or maintaining prices for
6 PSPsPackaged Tuna sold, and/or for allocating customers or markets for
7 PSPsPackaged Tuna within the intrastate commerce of Illinois.

8 237.422. Defendants further unreasonably restrained trade or commerce
9 and established, maintained or attempted to acquire monopoly power over the
10 market for PSPsPackaged Tuna in Illinois for the purpose of excluding
11 competition, in violation of 740 HCSIll. Comp. Stat. 10/1, *et seq.*

12 423. Defendants wrongfully concealed the facts alleged herein giving rise
13 to the unlawful conduct by the affirmative acts described herein with the intent to
14 deceive the Plaintiffs. Plaintiffs did not know and members of the Classcould not
15 have known about Defendants' unlawful conduct until July 23, 2015.

16 238.424. Plaintiffs were injured with respect to purchases of
17 PSPsPackaged Tuna in Illinois and are entitled to all forms of relief, including
18 actual damages, treble damages, reasonable attorneys' fees and costs.

19
20 **TENTH**

21 **EIGHTH CLAIM FOR RELIEF**

22 **Violation of the Iowa Competition Law**

23 **Iowa Code § 553.1, *et seq.***

24 **(By Plaintiffs Carla Lown and Jennifer A. Nelson**

25 **On Behalf of the Iowa Class)**

26 239.425. Plaintiffs Carla Lown and Jennifer A. Nelson, on behalf of
27 themselves and the Iowa Class, repeat and reassert each of the allegations
28 contained in paragraphs 1 to 166363 as if fully set forth herein.

240.426. The Iowa Competition Law aims to “prohibit[] restraint of

1 economic activity and monopolistic practices.” Iowa Code § 553.2.

2 241.427. Plaintiffs Carla Lown and Jennifer A. Nelson purchased
3 PSPsPackaged Tuna within the State of Iowa during the Class Period. But for
4 Defendants’ conduct set forth herein, the price per unit of PSPsPackaged Tuna
5 would have been lower, in an amount to be determined at trial.

6 242.428. Defendants contracted, combined or conspired to restrain or
7 monopolize trade in the market for PSPsPackaged Tuna, and attempted to establish
8 or did in fact establish a monopoly for the purpose of excluding competition or
9 controlling, fixing or maintaining prices for PSPsPackaged Tuna, in violation of
10 Iowa Code § 553.1, *et seq.*

11 429. Defendants wrongfully concealed the facts alleged herein giving rise
12 to the unlawful conduct. Defendants’ unlawful conduct was not reasonably
13 discovered until July 23, 2015.

14 243.430. Plaintiffs and members of the Iowa Class were injured with
15 respect to purchases of PSPsPackaged Tuna in Iowa, and are entitled to all forms
16 of relief, including actual damages, exemplary damages for willful conduct,
17 reasonable attorneys’ fees and costs, and injunctive relief.

18
19
20
21 **ELEVENTHNINTH CLAIM FOR RELIEF**
22 **Violation of the Kansas Restraint of Trade Act**
23 **Kan. Stat. Ann. § 50-101, *et seq.***
24 **(By Plaintiffs Brian Depperschmidt and Lisa Hall**
On Behalf of the Kansas Class)

25 244.431. Plaintiffs Brian Depperschmidt and Lisa Hall, on behalf of
26 themselves and the Kansas Class, repeat and reassert each of the allegations
27 contained in paragraphs 1 to 166363 as if fully set forth herein.

28 245.432. The Kansas Restraint of Trade Act aims to prohibit practices

1 which, inter alia, “tend to prevent full and free competition in the importation,
2 transportation or sale of articles imported into this state.” Kan. Stat. Ann. § 50-112.

3 246.433. Plaintiffs Brian Depperschmidt and Lisa Hall purchased
4 PSPsPackaged Tuna within the State of Kansas during the Class Period. But for
5 Defendants’ conduct set forth herein, the price per unit of PSPsPackaged Tuna
6 would have been lower, in an amount to be determined at trial.

7 247.434. Under the Kansas Restraint of Trade Act, indirect purchasers
8 have standing to maintain an action based on the facts alleged in this Complaint.
9 Kan. Stat. Ann § 50-161(b).

10 248.435. Defendants combined capital, skill or acts for the purposes of
11 creating restrictions in trade or commerce of PSPsPackaged Tuna, increasing the
12 price of PSPsPackaged Tuna, preventing competition in the sale of PSPsPackaged
13 Tuna, or binding themselves not to sell PSPsPackaged Tuna, in a manner that
14 established the price of PSPsPackaged Tuna and precluded free and unrestricted
15 competition among themselves in the sale of PSPsPackaged Tuna, in violation of
16 Kan. Stat. Ann. § 50-101, *et seq.*

17 249.436. Plaintiffs and members of the Class were injured with respect to
18 purchases of PSPsPackaged Tuna in Kansas and are entitled to all forms of relief,
19 including actual damages, reasonable attorneys’ fees and costs, and injunctive
20 relief.

21
22 **TWELFTH CLAIM FOR RELIEF**

23 **Violation of the Maine’s Antitrust Statute,**
24 **Me. Rev. Stat. Ann. tit. 10 § 1101, *et seq.***

25 **(By Plaintiffs Greg Stearns and Thomas E. Willoughby III**
26 **On Behalf of the Maine Class)**

27 250.437. Plaintiffs Greg Stearns and Thomas E. Willoughby III, on
28 behalf of themselves and the Maine Class, repeat and reassert each of the
allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

1 251.438. Part 3 of Title 10 the Maine Revised Statutes generally governs
2 regulation of trade in Maine. Chapter 201 thereof governs monopolies and
3 profiteering, generally prohibiting contracts in restraint of trade and conspiracies to
4 monopolize trade. Me. Rev. Stat. Ann. Tit. 10, §§ 1101-02.

5 252.439. Plaintiffs Greg Stearns and Thomas E. Willoughby III ~~and Greg~~
6 ~~Stearns~~ purchased PSPsPackaged Tuna within the State of Maine during the Class
7 Period. But for Defendants' conduct set forth herein, the price per unit of
8 PSPsPackaged Tuna would have been lower, in an amount to be determined at
9 trial.

10 253.440. Under Maine law, indirect purchasers have standing to maintain
11 an action based on the facts alleged in this Complaint. Me. Rev. Stat. Ann. Tit. 10,
12 § 1104(1).

13 254.441. Defendants contracted, combined or conspired in restraint of
14 trade or commerce of PSPsPackaged Tuna within the intrastate commerce of
15 Maine, and monopolized or attempted to monopolize the trade or commerce of
16 PSPsPackaged Tuna within the intrastate commerce of Maine, in violation of Me.
17 Rev. Stat. Ann. Tit. 10, § 1101, *et seq.*

18 255.442. Plaintiffs and members of the Class were injured with respect to
19 purchases of PSPsPackaged Tuna in Maine and are entitled to all forms of relief,
20 including actual damages, treble damages, reasonable attorneys' and experts' fees
21 and costs.

22 **THIRTEENTH**

23
24
25
26
27
28

ELEVENTH CLAIM FOR RELIEF

Violation of the Michigan Antitrust Reform Act

Mich. Comp. Laws § 445.771, *et seq.*

(By Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson

On Behalf of the Michigan Class)

256.443. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson, on behalf of themselves and the Michigan Class, repeat and reassert each of the allegations contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

257.444. The Michigan Antitrust Reform Act aims “to prohibit contracts, combinations, and conspiracies in restraint of trade or commerce...to prohibit monopolies and attempts to monopolize trade or commerce...[and] to provide remedies, fines, and penalties for violations of this act.” Mich. Act 274 of 1984.

258.445. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson purchased ~~PSPs~~Packaged Tuna within the State of Michigan during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of ~~PSPs~~Packaged Tuna would have been lower, in an amount to be determined at trial.

259.446. Under the Michigan Antitrust Reform Act, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. Mich. Comp. Laws. § 452.778(2).

260.447. Defendants contracted, combined or conspired to restrain or monopolize trade or commerce in the market for ~~PSPs~~Packaged Tuna, in violation of Mich. Comp. Laws § 445.772, *et seq.*

448. Defendants wrongfully concealed the facts alleged herein giving rise to the unlawful conduct and through their affirmative arrangements and contrivances preventing discovery of such unlawful conduct until July 23, 2015.

261.449. Plaintiffs and members of the Class were injured with respect to purchases of ~~PSPs~~Packaged Tuna in Michigan and are entitled to all forms of relief, including actual damages, treble damages for flagrant violations, interest,

1 costs, reasonable attorneys' fees, and injunctive or other appropriate equitable
2 relief.

3 **FOURTEENTH TWELFTH CLAIM FOR RELIEF**

4 **Violation of the Minnesota Antitrust Law,**

5 **Minn. Stat. § 325D.49, *et seq.***

6 **(By Plaintiff Plaintiffs Laura Childs and Katherine Larson On Behalf of the
7 Minnesota Class)**

8 262.450. Plaintiff Plaintiffs Laura Childs and Katherine Larson, on behalf
9 of herself themselves and the Minnesota Class, repeats repeat and reasserts reassert
10 each of the allegations contained in paragraphs 1 to 166363 as if fully set forth
11 herein.

12 263.451. The Minnesota Antitrust Law of 1971 aims to prohibit any
13 contract, combination or conspiracy when any part thereof was created, formed, or
14 entered into in Minnesota; any contract, combination or conspiracy, wherever
15 created, formed or entered into; any establishment, maintenance or use of
16 monopoly power; and any attempt to establish, maintain or use monopoly power,
17 whenever any of these affect Minnesota trade or commerce.

18 264.452. Plaintiff Plaintiffs Laura Childs and Katherine Larson purchased
19 PSPs Packaged Tuna within the State of Minnesota during the Class Period. But for
20 Defendants' conduct set forth herein, the price per unit of PSPs Packaged Tuna
21 would have been lower, in an amount to be determined at trial.

22 265.453. Under the Minnesota Antitrust Act of 1971, indirect purchasers
23 have standing to maintain an action based on the facts alleged in this Complaint.
24 Minn. Stat. § 325D.56.

25 266.454. Defendants contracted, combined or conspired in unreasonable
26 restraint of trade or commerce in the market for PSPs Packaged Tuna within the
27 intrastate commerce of and outside of Minnesota; established, maintained, used or
28 attempted to establish, maintain or use monopoly power over the trade or

1 commerce in the market for ~~PSPs~~Packaged Tuna within the intrastate commerce of
2 and outside of Minnesota; and fixed prices and allocated markets for
3 ~~PSPs~~Packaged Tuna within the intrastate commerce of and outside of Minnesota,
4 in violation of Minn. Stat. § 325D.49, *et seq.*

5 455. Plaintiff Defendants wrongfully concealed the facts alleged herein
6 giving rise to the unlawful conduct through the fraudulent and intentional acts
7 described herein and Minnesota Plaintiffs could not have reasonable discovered the
8 concealment of Defendants' unlawful conduct until July 23, 2015.

9 267.456. Plaintiffs and members of the Class were injured with respect to
10 purchases of ~~PSPs~~Packaged Tuna in Minnesota and are entitled to all forms of
11 relief, including actual damages, treble damages, costs and disbursements,
12 reasonable attorneys' fees, and injunctive relief necessary to prevent and restrain
13 violations hereof.

14 **FIFTEENTH THIRTEENTH CLAIM FOR RELIEF**

15 **Violation of the Mississippi Antitrust Statute,**

16 **Miss. Code Ann. § 75-21-1, *et seq.***

17 **(By Plaintiff Christopher Todd On Behalf of the Mississippi Class)**

18 268.457. Plaintiff Christopher Todd, on behalf of himself and the
19 Mississippi Class, repeats and reasserts each of the allegations contained in
20 paragraphs 1 to ~~166363~~ as if fully set forth herein.

21 269.458. Title 75 of the Mississippi Code regulates trade, commerce and
22 investments. Chapter 21 thereof generally prohibits trusts and combines in restraint
23 or hindrance of trade, with the aim that “trusts and combines may be suppressed,
24 and the benefits arising from competition in business [are] preserved” to
25 Mississippians. Miss. Code Ann. § 75-21-39.

26 270.459. Trusts are combinations, contracts, understandings or
27 agreements, express or implied, when inimical to the public welfare and with the
28 effect of, inter alia, restraining trade, increasing the price or output of a

1 commodity, or hindering competition in the production or sale of a commodity.
2 Miss. Code Ann. § 75-21-1.

3 271.460. Plaintiff Christopher Todd purchased PSPsPackaged Tuna
4 within the State of Mississippi during the Class Period. But for Defendants'
5 conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been
6 lower, in an amount to be determined at trial.

7 272.461. Under Mississippi law, indirect purchasers have standing to
8 maintain an action under the antitrust provisions of the Mississippi Code based on
9 the facts alleged in this Complaint. Miss. Code Ann. § 75-21-9.

10 273.462. Defendants combined, contracted, understood and agreed in the
11 market for PSPsPackaged Tuna, in a manner inimical to public welfare, with the
12 effect of restraining trade, increasing the price of PSPsPackaged Tuna and
13 hindering competition in the sale of PSPsPackaged Tuna, in violation of Miss.
14 Code Ann. § 75-21-1(a), *et seq.*

15 274.463. Defendants monopolized or attempted to monopolize the
16 production, control or sale of PSPsPackaged Tuna, in violation of Miss. Code Ann.
17 § 75-21-3, *et seq.*

18 275.464. Defendants' PSPsPackaged Tuna products are sold in hundreds
19 of grocery stores, markets, and warehouse clubs throughout the State of
20 Mississippi. During the Class Period, Defendants' illegal conduct substantially
21 affected Mississippi commerce.

22 465. Defendants wrongfully concealed the facts alleged herein giving rise
23 to their unlawful conduct. As alleged herein, the Defendants actively concealed
24 their unlawful conduct which prevented Mississippi Plaintiffs from reasonably
25 discovering the claim during the limitations period. This cause of action did not
26 accrue until July 23, 2015 when the Plaintiffs knew, or in the exercise of
27 reasonable diligence, should have known about the Defendants' unlawful conduct.

28 276.466. Plaintiff and members of the Class were injured with respect to

1 purchases of ~~PSPs~~Packaged Tuna in Mississippi and are entitled to all forms of
2 relief, including actual damages and a penalty of \$500 per instance of injury.

3 ///

4 ///

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

~~**FOURTEENTH SIXTEENTH CLAIM FOR RELIEF**~~
~~**Violation of the Missouri Merchandising Practices Act,**~~
~~**Mo. Ann. Stat. § 407.010, et seq.**~~

~~**(By Plaintiff Rebecca Lee Simoens On Behalf of the Missouri Class)**~~

~~277. Plaintiff Rebecca Lee Simoens on behalf of herself and the Missouri Class, repeats and reasserts each of the allegations contained in paragraphs 1 to 166 as if fully set forth herein.~~

~~278. Chapter 407 of the Missouri Merchandising Practices Act (the “MMPA”) generally governs unlawful business practices, including antitrust violations such as restraints of trade and monopolization.~~

~~279. Plaintiff purchased PSPs within the State of Missouri during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of PSPs would have been lower, in an amount to be determined at trial.~~

~~280. Under Missouri law, indirect purchasers have standing to maintain an action under the MMPA based on the facts alleged in this Complaint. *Gibbons v. J. Nuckolls, Inc.*, 216 S.W.3d 667, 669 (Mo. 2007).~~

~~281. Defendants contracted, combined or conspired in restraint of trade or commerce of PSPs within the intrastate commerce of Missouri, and monopolized or attempted to monopolize the market for PSPs within the intrastate commerce of Missouri by possessing monopoly power in the market and willfully maintaining that power through agreements to fix prices, allocate markets and otherwise control trade, in violation of Mo. Ann. Stat. § 407.010, et seq.~~

~~282. Plaintiff and members of the Missouri Class were injured with respect to purchases of PSPs in Missouri and are entitled to all forms of relief, including actual damages or liquidated damages in an amount which bears a reasonable relation to the actual damages which have been sustained, as well as reasonable attorneys’ fees, costs, and injunctive relief.~~

~~**SEVENTEENTH CLAIM FOR RELIEF**~~
~~**Violation of the Nebraska Junkin Act,**~~

Neb. Rev. Stat. § 59-801, et seq.,
(By Plaintiffs Melissa Bowman and Barbara Buenning On Behalf of the
Nebraska Class)

1
2
3 283.467. Plaintiff Melissa Bowman and Barbara Buenning, on behalf of
4 themselves and the Nebraska Class, repeat and reassert each of the allegations
5 contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

6 284.468. Chapter 59 of the Nebraska Revised Statute generally governs
7 business and trade practices. Sections 801 through 831 thereof, known as the
8 Junkin Act, prohibit antitrust violations such as restraints of trade and
9 monopolization.

10 285.469. Plaintiffs Melissa Bowman and Barbara Buenning purchased
11 PSPsPackaged Tuna within the State of Nebraska during the Class Period. But for
12 Defendants' conduct set forth herein, the price per unit of PSPsPackaged Tuna
13 would have been lower, in an amount to be determined at trial.

14 286.470. Under Nebraska law, indirect purchasers have standing to
15 maintain an action under the Junkin Act based on the facts alleged in this
16 Complaint. Neb. Rev. Stat. § 59-821.

17 287.471. Defendants contracted, combined or conspired in restraint of
18 trade or commerce of PSPsPackaged Tuna within the intrastate commerce of
19 Nebraska, and monopolized or attempted to monopolize the market for
20 PSPsPackaged Tuna within the intrastate commerce of Nebraska by possessing
21 monopoly power in the market and willfully maintaining that power through
22 agreements to fix prices, allocate markets and otherwise control trade, in violation
23 of Neb. Rev. Stat. § 59-801, et seq.

24 472. Defendants wrongfully concealed the facts alleged herein giving rise
25 to their unlawful conduct. As alleged herein, the Defendants affirmatively
26 concealed their unlawful conduct which prevented Nebraska Plaintiffs from
27 reasonably discovering the claim before the statute of limitations expired. As a
28

1 result, Defendants’ unlawful conduct was neither obvious nor discoverable during
2 the limitations period. This cause of action did not accrue until July 23, 2015 when
3 the Plaintiffs knew, or in the exercise of reasonable diligence, should have known
4 about the Defendants’ unlawful conduct.

5 288.473. Plaintiff and members of the Class were injured with respect to
6 purchases of ~~PSPs~~Packaged Tuna in Nebraska and are entitled to all forms of
7 relief, including actual damages or liquidated damages in an amount which bears a
8 reasonable relation to the actual damages which have been sustained, as well as
9 reasonable attorneys’ fees, costs, and injunctive relief.

10 **FIFTEENTH CLAIM FOR RELIEF**

11 **EIGHTEENTH CLAIM FOR RELIEF**

12 **Violation of the Nevada Unfair Trade Practices Act,**
13 **Nev. Rev. Stat. § 598A.010, et seq.**

14 **(By Plaintiffs Nay Alidad, ~~Dwayne Kennedy~~, and Nancy Stiller**
15 **On Behalf of the Nevada Class)**

16 289.474. Plaintiffs Nay Alidad, ~~Dwayne Kennedy~~, and Nancy Stiller, on
17 behalf of themselves and the Nevada Class, repeat and reassert each of the
18 allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

19 290.475. The Nevada Unfair Trade Practice Act (“NUTPA”) states that
20 “free, open and competitive production and sale of commodities...is necessary to
21 the economic well-being of the citizens of the State of Nevada.” Nev. Rev. Stat.
22 Ann. § 598A.030(1).

23 291.476. The policy of NUTPA is to prohibit acts in restraint of trade or
24 commerce, to preserve and protect the free, open and competitive market, and to
25 penalize all persons engaged in anticompetitive practices. Nev. Rev. Stat. Ann. §
26 598A.030(2). Such acts include, inter alia, price fixing, division of markets,
27 allocation of customers, and monopolization of trade. Nev. Rev. Stat. Ann. §
28 598A.060.

1 292.477. Plaintiffs Nay Alidad, ~~Dwayne Kennedy~~, and Nancy Stiller
2 purchased PSPsPackaged Tuna within the State of Nevada during the Class Period.
3 But for Defendants’ conduct set forth herein, the price per unit of PSPsPackaged
4 Tuna would have been lower, in an amount to be determined at trial.

5 293.478. Under Nevada law, indirect purchasers have standing to
6 maintain an action under NUTPA based on the facts alleged in this Complaint.
7 Nev. Rev. Stat. Ann. §598A.210(2).

8 294.479. Defendants fixed prices by agreeing to establish prices for
9 PSPsPackaged Tuna in Nevada, divided Nevada markets, allocated Nevada
10 customers, and monopolized or attempted monopolize trade or commerce of
11 PSPsPackaged Tuna within the intrastate commerce of Nevada, constituting a
12 contract, combination or conspiracy in restraint of trade in violation of Nev. Rev.
13 Stat. Ann. § 598A, *et seq.*

14 295.480. Plaintiffs and members of the Class were injured with respect
15 to purchases of PSPsPackaged Tuna in Nevada in that at least thousands of sales of
16 Defendants’ PSPsPackaged Tuna took place in Nevada, purchased by Nevada
17 consumers at supra-competitive prices caused by Defendants’ conduct.

18 296.481. Defendants wrongfully concealed the facts alleged herein
19 giving rise to their unlawful conduct. Until July 23, 2015, the Nevada Plaintiffs
20 did not discover and could not have discovered by the exercise of reasonable
21 diligence Defendants’ unlawful conduct. Accordingly, Plaintiffs and members of
22 the Nevada Class are entitled to all forms of relief, including actual damages, treble
23 damages, reasonable attorneys’ fees, costs, and injunctive relief.

24 297.482. In accordance with the requirements of § 598A.210(3),
25 simultaneous notice of this action was mailed to the Nevada Attorney General by
26 Plaintiffs Nay Alidad and Nancy Stiller.

27 ///

28 ///

1 ///
2
3 ##
4 ##
5 ##
6 ##
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIXTEENTH CLAIM FOR RELIEF

NINETEENTH CLAIM FOR RELIEF

Violation of New Hampshire’s Antitrust Statute,

N.H. Rev. Stat. Ann. tit. XXXI, § 356, *et seq.*

(By PlaintiffPlaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff,

On Behalf of the New Hampshire Class)

298.483. PlaintiffPlaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff,

on behalf of herselfthemselves and the New Hampshire Class, repeats and reasserts each of the allegations contained in paragraphs 1 to 166363 as if fully set forth herein

299.484. Title XXXI of the New Hampshire Statutes generally governs trade and commerce. Chapter 356 thereof governs combinations and monopolies and prohibits restraints of trade. N.H. Rev. Stat. Ann. §§ 356:2, 3.

300.485. PlaintiffPlaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff purchased PSPsPackaged Tuna within the State of New Hampshire during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

301.486. Under New Hampshire law, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. N.H. Rev. Stat. Ann. § 356:11(II).

302.487. Defendants fixed, controlled or maintained prices for

1 PSPsPackaged Tuna, allocated customers or markets for PSPsPackaged Tuna, and
2 established, maintained or used monopoly power, or attempted to, constituting a
3 contract, combination or conspiracy in restraint of trade in violation of N.H. Rev.
4 Stat. Ann. § 356:1, *et seq.*

5 488. Defendants fraudulently concealed the essential facts alleged here
6 giving rise to their unlawful conduct. Until July 23, 2015, New Hampshire
7 Plaintiffs did not discover and could not have discovered in the exercise of
8 reasonable diligence either Defendants' unlawful conduct or the facts giving rise to
9 such conduct.

10 303.489. Plaintiffs and members of the Class were injured with respect to
11 purchases of PSPsPackaged Tuna in New Hampshire and are entitled to all forms
12 of relief, including actual damages sustained, treble damages for willful or flagrant
13 violations, reasonable attorneys' fees, costs, and injunctive relief.

14 ##
15 ##
16 ##
17 ##

18 **SEVENTEENTH CLAIM FOR RELIEF**

19 **TWENTIETH CLAIM FOR RELIEF**

20 **Violation of the New Mexico Antitrust Act,**
21 **N.M. Stat. Ann. §§ 57-1-1, *et seq.***

22 **(By PlaintiffPlaintiffs Vivek Dravid, Kathy Gore, and Laura Montoya On**
23 **Behalf of the New Mexico Class)**

24 304.490. PlaintiffPlaintiffs Vivek Dravid, Kathy Gore, and Laura
25 Montoya, on behalf of himself and the New Mexico Class, repeats and reasserts
26 each of the allegations contained in paragraphs 1 to 166363 as if fully set forth
27 herein.

28 305.491. The New Mexico Antitrust Act aims to prohibit restraints of
trade and monopolistic practices. N.M. Stat. Ann. 57-1-15.

1 306.492. Plaintiff Plaintiffs Vivek Dravid, Kathy Gore, and Laura
2 Montoya purchased PSPs Packaged Tuna within the State of New Mexico during
3 the Class Period. But for Defendants’ conduct set forth herein, the price per unit of
4 PSPs Packaged Tuna would have been lower, in an amount to be determined at
5 trial.

6 307.493. Under New Mexico law, indirect purchasers have standing to
7 maintain an action based on the facts alleged in this Complaint. N.M. Stat. Ann. §
8 57-1-3.

9 308.494. Defendants contracted, agreed, combined or conspired, and
10 monopolized or attempted to monopolize trade for PSPs Packaged Tuna within the
11 intrastate commerce of New Mexico, in violation of N.M. Stat. Ann. § 57-1-1, *et*
12 *seq.*

13 495. Plaintiff Defendants knew that their conduct was unlawful and
14 wrongfully concealed the facts alleged here giving rise to their unlawful conduct.
15 Until July 23, 2015, New Mexico Plaintiffs did not know and could not have
16 known in the exercise of reasonable diligence either Defendants’ unlawful conduct
17 or the facts giving rise to such conduct.

18 309.496. Plaintiffs and members of the Class were injured with respect to
19 purchases of PSPs Packaged Tuna in New Mexico and are entitled to all forms of
20 relief, including actual damages, treble damages, reasonable attorneys’ fees, costs,
21 and injunctive relief.

22 **EIGHTEENTH CLAIM FOR RELIEF**

23 ~~**TWENTY-FIRST CLAIM FOR RELIEF**~~

24 **Violation of Section 340 of the New York General Business Law**
25 **(By Plaintiffs Michael Buff, ~~Stephanie Gipson,~~ Jennifer A. Nelson, and**
26 **Nigel Warren On Behalf of the New York Class)**

27 310.497. Plaintiffs Michael Buff, ~~Stephanie Gipson,~~ Jennifer A. Nelson,
28 and Nigel Warren, on behalf of themselves and the New York Class, repeat and

1 reassert each of the allegations contained in paragraphs 1 to ~~466~~363 as if fully set
2 forth herein

3 ~~311.498.~~ Article 22 of the New York General Business Law general
4 prohibits monopolies and contracts or agreements in restraint of trade, with the
5 policy of encouraging competition or the free exercise of any activity in the
6 conduct of any business, trade or commerce in New York. N.Y. Gen. Bus. Law §
7 340(1).

8 ~~312.499.~~ Plaintiffs Michael Buff, ~~Stephanie Gipson~~, Jennifer A. Nelson,
9 and Nigel Warren purchased PSPsPackaged Tuna within the State of New York
10 during the Class Period. But for Defendants' conduct set forth herein, the price per
11 unit of PSPsPackaged Tuna would have been lower, in an amount to be determined
12 at trial.

13 ~~313.500.~~ Under New York law, indirect purchasers have standing to
14 maintain an action based on the facts alleged in this Complaint. N.Y. Gen. Bus.
15 Law § 340(6).

16 ~~314.501.~~ Defendants established or maintained a monopoly within the
17 intrastate commerce of New York for the trade or commerce of PSPsPackaged
18 Tuna and restrained competition in the free exercise of the conduct of the business
19 of PSPsPackaged Tuna within the intrastate commerce of New York, in violation
20 of N.Y. Gen. Bus. Law § 340, *et seq.*

21 502. Defendants wrongfully concealed the facts alleged here giving rise to
22 their unlawful conduct and the New York Plaintiffs remained ignorant of such
23 unlawful conduct until July 23, 2015. Until July 23, 2015, the New York
24 Plaintiffs did not know, and could not have known, in the exercise of reasonable
25 diligence about Defendants' wrongful conduct.

26 ~~315.503.~~ Plaintiffs and members of the Class were injured with respect to
27 purchases of PSPsPackaged Tuna in New York and are entitled to all forms of
28 relief, including actual damages, treble damages, costs not exceeding \$10,000, and

1 reasonable attorneys' fees.

2 **NINETEENTH CLAIM FOR RELIEF**

3 **TWENTY-SECOND CLAIM FOR RELIEF**

4 **Violation of the North Carolina General Statutes,**

5 **N.C. Gen. Stat. § 75-1, et seq.**

6 **(By Plaintiffs Corey Norris, Audra Rickman, and Elizabeth Twitchell Amber Sartori**

7 **On Behalf of the North Carolina Class)**

8 316.504. Plaintiffs Corey Norris, Audra Rickman, and Elizabeth
9 Twitchell Amber Sartori, on behalf of themselves and the North Carolina Class,
10 repeat and reassert each of the allegations contained in paragraphs 1 to ~~166363~~ as
11 if fully set forth herein.

12 317.505. Defendants entered into a contract or combination in the form
13 of trust or otherwise, or conspiracy in restraint of trade or commerce in the
14 PSPPackaged Tuna Market, a substantial part of which occurred within North
15 Carolina.

16 318.506. Defendants established, maintained, or used a monopoly, or
17 attempted to establish a monopoly, of trade or commerce in the PSPPackaged Tuna
18 Market, for the purpose of affecting competition or controlling, fixing, or
19 maintaining prices, a substantial part of which occurred within North Carolina.

20 319.507. Defendants' unlawful conduct substantially affected North
21 Carolina's trade and commerce.

22 320.508. As a direct and proximate cause of Defendants' unlawful
23 conduct, Plaintiffs and the members of the North Carolina Class have been injured
24 in their business or property and are threatened with further injury.

25 509. Defendants wrongfully concealed the facts alleged herein giving rise
26 to their unlawful conduct. Until July 23, 2015, the North Carolina Plaintiffs did
27 not know and could not have learned or discovered by the exercise of due care
28 about Defendants' unlawful conduct.

1 321.510. By reason of the foregoing, Plaintiffs and members of the North
2 Carolina Class are entitled to seek all forms of relief available, including treble
3 damages, under N.C. Gen. Stat. § 75-1, *et seq.*

4 **TWENTIETH CLAIM FOR RELIEF**

5 **TWENTY-THIRD CLAIM FOR RELIEF**

6 **Violation of the North Dakota Uniform State Antitrust Act,**
7 **N.D. Cent. Code § 51-08.1, *et seq.***

8 **(By Plaintiffs Tya Hughes and Bonnie ~~VanderLaan~~Vander Laan**
9 **On Behalf of the North Dakota Class)**

10 322.511. Plaintiffs Tya Hughes and Bonnie ~~VanderLaan~~Vander Laan, on
11 behalf of themselves and the North Dakota Class, repeat and reassert each of the
12 allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

13 323.512. The North Dakota Uniform State Antitrust Act generally
14 prohibits restraints on or monopolization of trade. N.D. Cent. Code § 51-08.1, *et*
15 *seq.*

16 324.513. Plaintiffs Tya Hughes and Bonnie ~~VanderLaan~~Vander Laan
17 purchased ~~PSPs~~Packaged Tuna within the State of North Dakota during the Class
18 Period. But for Defendants' conduct set forth herein, the price per unit of
19 ~~PSPs~~Packaged Tuna would have been lower, in an amount to be determined at
20 trial.

21 325.514. Under the North Dakota Uniform State Antitrust Act, indirect
22 purchasers have standing to maintain an action based on the facts alleged in this
23 Complaint. N.D. Cent. Code § 51-08.1-08.

24 326.515. Defendants contracted, combined or conspired in restraint of, or
25 to monopolize trade or commerce in the market for ~~PSPs~~Packaged Tuna, and
26 established, maintained, or used a monopoly, or attempted to do so, for the
27 purposes of excluding competition or controlling, fixing or maintaining prices for
28 ~~PSPs~~Packaged Tuna, in violation of N.D. Cent. Code §§ 51-08.1-02, 03.

1 516. Defendants wrongfully concealed the facts alleged herein giving rise
2 to their unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs did not
3 discover and could not have discovered by exercise of reasonable diligence
4 Defendants' unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs had
5 neither actual nor constructive notice of the facts alleged herein giving rise to
6 Defendants' unlawful conduct.

7 ~~327.517.~~ Plaintiffs and members of the Class were injured with respect to
8 purchases in North Dakota and are entitled to all forms of relief, including actual
9 damages, treble damages for flagrant violations, costs, reasonable attorneys' fees,
10 and injunctive or other equitable relief.

11 **TWENTY-FIRST CLAIM FOR RELIEF**

12 **~~TWENTY-FOURTH CLAIM FOR RELIEF~~**

13 **Violation of the Oregon Antitrust Law,**

14 **Or. Rev. Stat. § 646.705, et seq.**

15 **(By Plaintiffs Danielle Johnson and ~~Beth and~~ Liza Milliner**

16 **On Behalf of the Oregon Class)**

17 ~~328.518.~~ Plaintiffs Danielle Johnson ~~and Beth~~ and Liza Milliner, on
18 behalf of themselves and the Oregon Class, repeat and reassert each of the
19 allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

20 ~~329.519.~~ Chapter 646 of the Oregon Revised Statutes generally governs
21 business and trade practices within Oregon. Sections 705 through 899 thereof
22 govern antitrust violations, with the policy to “encourage free and open
23 competition in the interest of the general welfare and economy of the state.” Or.
24 Rev. Stat. § 646.715.

25 ~~330.520.~~ Plaintiffs Danielle Johnson and ~~Beth and~~ Liza Milliner
26 purchased PSPsPackaged Tuna within the State of Oregon during the Class Period.
27 But for Defendants' conduct set forth herein, the price per unit of PSPsPackaged
28 Tuna would have been lower, in an amount to be determined at trial.

1 ~~331.521.~~ Under Oregon law, indirect purchasers have standing under the
2 antitrust provisions of the Oregon Revised Statutes to maintain an action based on
3 the facts alleged in this Complaint. Or. Rev. Stat. § 646.780(1)(a).

4 ~~332.522.~~ Defendants contracted, combined, or conspired in restraint of
5 trade or commerce of ~~PSPs~~Packaged Tuna, and monopolized or attempted to
6 monopolize the trade or commerce of ~~PSPs~~Packaged Tuna, in violation of Or. Rev.
7 Stat. § 646.705, *et seq.*

8 523. Defendants wrongfully concealed the facts alleged herein giving rise
9 to their unlawful conduct. Until July 23, 2015, Oregon Plaintiffs did not discover
10 and could not have discovered with reasonable diligence either the facts alleged or
11 Defendants' unlawful conduct.

12 ~~333.524.~~ Plaintiffs and members of the Class were injured with respect to
13 purchases of ~~PSPs~~Packaged Tuna within the intrastate commerce of Oregon, or
14 alternatively to interstate commerce involving actual or threatened injury to
15 persons located in Oregon, and are entitled to all forms of relief, including actual
16 damages, treble damages, reasonable attorneys' fees, expert witness fees and
17 investigative costs, and injunctive relief.

18 **TWENTY-FIFTH CLAIM FOR RELIEF**

19 **TWENTY-SECOND CLAIM FOR RELIEF**

20 **Violation of the Rhode Island Antitrust Act**

21 **R.I. Gen. Laws § 6-36-1, *et seq.***

22 **(By Plaintiff Katherine McMahon and Elizabeth Perron On Behalf of the**
23 **Rhode Island Class)**

24 ~~334.525.~~ ~~Plaintiff~~Plaintiffs Katherine McMahon and Elizabeth Perron, on
25 behalf of ~~herself~~themselves and the Rhode Island Class, ~~repeats~~repeat and
26 ~~reasserts~~reassert each of the allegations contained in paragraphs 1 to ~~466~~363 as if
27 fully set forth herein.

28 ~~335.526.~~ The Rhode Island Antitrust Act aims to promote the
unhampered growth of commerce and industry throughout Rhode Island by

1 prohibiting unreasonable restraints of trade and monopolistic practices that
2 hamper, prevent or decrease competition. R.I. Gen. Laws § 6-36-2(a)(2).

3 336.527. PlaintiffPlaintiffs Katherine McMahon and Elizabeth Perron
4 purchased PSPsPackaged Tuna within the State of Rhode Island during the Class
5 Period. But for Defendants' conduct set forth herein, the price per unit of
6 PSPsPackaged Tuna would have been lower, in an amount to be determined at
7 trial.

8 337.528. Under the Rhode Island Antitrust Act, as of July 15, 2013,
9 indirect purchasers have standing to maintain an action based on the facts alleged
10 in this Complaint. R.I. Gen. Laws § 6-36-11(a). In Rhode Island, the claims of the
11 Plaintiff and the Class alleged herein run from July 15, 2013, through the date that
12 the effects of Defendants' anticompetitive conduct cease.

13 338.529. Defendants contracted, combined and conspired in restraint of
14 trade of PSPsPackaged Tuna within the intrastate commerce of Rhode Island, and
15 established, maintained or used, or attempted to establish, maintain or use, a
16 monopoly in the trade of PSPsPackaged Tuna for the purpose of excluding
17 competition or controlling, fixing or maintaining prices within the intrastate
18 commerce of Rhode Island, in violation of R.I. Gen. Laws § 6-36-1, *et seq.*

19 530. Defendants wrongfully concealed the facts alleged herein giving rise
20 to their unlawful conduct. Until July 23, 2015, Rhode Island Plaintiffs could not,
21 in the exercise of reasonable diligence, have discovered the alleged facts or
22 Defendants' wrongful conduct.

23 339.531. Plaintiff and members of the Class were injured with respect to
24 purchases of PSPsPackaged Tuna in Rhode Island and are entitled to all forms of
25 relief, including actual damages, treble damages, reasonable costs, reasonable
26 attorneys' fees, and injunctive relief.

27 **TWENTY-SIXTH CLAIM FOR RELIEF**

28 **TWENTY-THIRD CLAIM FOR RELIEF**

**Violation of the South Dakota Antitrust Statute,
S.D. Codified Laws § 37-1-3.1, et seq.**

**(By ~~Plaintiffs~~Plaintiff Casey Christensen ~~and Bonnie VanderLaan~~
On Behalf of the South Dakota Class)**

340.532. ~~Plaintiffs~~Plaintiff Casey Christensen ~~and Bonnie VanderLaan~~, on behalf of ~~themselves~~herself and the South Dakota Class, ~~repeat~~repeats and ~~reassert~~reasserts each of the allegations contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

341.533. Chapter 37-1 of the South Dakota Codified Laws prohibits restraint of trade, monopolies and discriminatory trade practices. S.D. Codified Laws §§ 37-1-3.1, 3.2.

342.534. ~~Plaintiffs~~Plaintiff Casey Christensen ~~and Bonnie VanderLaan~~ purchased PSPsPackaged Tuna within the State of South Dakota during the Class Period. But for Defendants' conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

343.535. Under South Dakota law, indirect purchasers have standing under the antitrust provisions of the South Dakota Codified Laws to maintain an action based on the facts alleged in this Complaint. S.D. Codified Laws § 37-1-33.

344.536. Defendants contracted, combined or conspired in restraint of trade or commerce of PSPsPackaged Tuna within the intrastate commerce of South Dakota, and monopolized or attempted to monopolize trade or commerce of PSPsPackaged Tuna within the intrastate commerce of South Dakota, in violation of S.D. Codified Laws § 37-1, et seq.

537. Defendants acted affirmatively to wrongfully conceal facts alleged herein giving rise to their unlawful conduct. Until July 23, 2015, South Dakota Plaintiffs had no actual or constructive notice of these concealed facts and did not discover and could not have discovered with reasonable diligence Defendants' unlawful conduct.

1 345-538. Plaintiff and members of the Class were injured with respect to
2 purchases of PSPsPackaged Tuna in South Dakota and are entitled to all forms of
3 relief, including actual damages, treble damages, taxable costs, reasonable
4 attorneys’ fees, and injunctive or other equitable relief.

5 **TWENTY-SEVENTHTWENTY-FOURTH CLAIM FOR RELIEF**

6 **Violation of the Tennessee Trade Practices Act,**
7 **Tenn. Code Ann. § 47-25-101, et seq.**
8 **(By Plaintiffs Kirsten Peck, John Peychal, and John Trent**
9 **On Behalf of the Tennessee Class)**

10 539. Plaintiffs Kirsten Peck, John Peychal, and John Trent, for themselves
11 and on behalf of the Tennessee Class, repeat and realleged each of the allegations
12 contained in paragraphs 1 to 363 as if fully set forth herein.

13 540. The Tennessee Trade Practices Act (“TTPA”) prohibits all
14 arrangements, contracts, agreements, trusts, or combinations that tend to advance,
15 reduce, or control the price or the cost of products to producers or consumers. The
16 TTPA prohibits arrangements that decrease competition or affect the prices of
17 goods even if those goods arrived in Tennessee through interstate commerce.

18 541. Plaintiffs Kirsten Peck, John Peychal, and John Trent purchased
19 Packaged Tuna within the State of Tennessee during the Class Period. But for
20 Defendants’ conduct set forth herein, the price per unit of Packaged Tuna would
21 have been lower, in an amount to be determined at trial.

22 542. Defendants contracted, combined, or conspired to restrain the trade or
23 commerce in the market for Packaged Tuna and their conduct substantially
24 affected commerce within the State of Tennessee, in violation of Tenn. Code Ann.
25 §§ 47-25-101, et seq.

26 543. Plaintiffs and members of the Class were injured with respect to
27 purchases of Packaged Tuna in that at least thousands of sales of Defendants’
28 Packaged Tuna took place in Tennessee, purchased by Tennessee consumers at
supra-competitive prices caused by Defendants’ conduct.

1 544. Under Tennessee law, indirect purchaser may bring an action under
2 the TTPA based on the facts alleged in this Complaint.

3 545. Defendants wrongfully and affirmatively concealed the facts alleged
4 herein giving rise to their unlawful conduct. Despite exercising due diligence,
5 Plaintiffs did not have information sufficient to alert a reasonable person of the
6 need to investigate the injury, and were not able to discover evidence of their
7 claims of Defendants’ unlawful conduct until July 23, 2015.

8 546. By reason of the foregoing, Plaintiffs and members of the Class are
9 entitled to all forms of relief available under Tenn. Code Ann. §§ 47-25-101, et
10 seq, including the full consideration or sum paid for the Packaged Tuna, costs and
11 disbursements, reasonable attorneys’ fees, and injunctive relief necessary to
12 prevent and restrain violations thereof.

13 **TWENTY-FIFTH CLAIM FOR RELIEF**

14 **Violation of the Utah Antitrust Act,**
15 **Utah Code Ann. §§ 76-10-911, et seq.**

16 **(By Plaintiffs Vivek Dravid and Tina Grant On Behalf of the Utah Class)**

17 346:547. Plaintiffs Vivek Dravid and Tina Grant, on behalf of
18 themselves and the Utah Class, repeat and reassert each of the allegations
19 contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

20 347:548. The Utah Antitrust Act aims to “encourage free and open
21 competition in the interest of the general welfare and economy of this state by
22 prohibiting monopolistic and unfair trade practices, combinations and conspiracies
23 in restraint of trade or commerce” Utah Code Ann. § 76-10-3102.

24 348:549. Plaintiffs Vivek Dravid and Tina Grant purchased
25 ~~PSPs~~Packaged Tuna within the State of Utah during the Class Period. But for
26 Defendants’ conduct set forth herein, the price per unit of ~~PSPs~~Packaged Tuna
27 would have been lower, in an amount to be determined at trial.

28 349:550. Under the Utah Antitrust Act, indirect purchasers who are either

1 Utah residents or Utah citizens have standing to maintain an action based on the
2 facts alleged in this Complaint. Utah Code Ann. § 76-10-3109(1)(a).

3 ~~350-551.~~ Defendants contracted, combined or conspired in restraint of
4 trade or commerce of ~~PSPs~~Packaged Tuna, and monopolized or attempted to
5 monopolize trade or commerce of ~~PSPs~~Packaged Tuna, in violation of Utah Code
6 Ann. § 76-10-3101, *et seq.*

7 552. Defendants wrongfully concealed the facts alleged herein giving rise
8 to their unlawful conduct. Until July 23, 2015, Utah Plaintiffs did not discover and
9 could not have reasonably discovered their claim.

10 ~~351-553.~~ Plaintiffs and members of the Class who are either Utah
11 residents or Utah citizens were injured with respect to purchases of ~~PSPs~~Packaged
12 Tuna in Utah and are entitled to all forms of relief, including actual damages,
13 treble damages, costs of suit, reasonable attorneys' fees, and injunctive relief.

14 **TWENTY-~~EIGHTH~~SIXTH CLAIM FOR RELIEF**

15 **Violation of the West Virginia Antitrust Act,**

16 **W. Va. Code § 47-18-1, *et seq.***

17 **(By Plaintiffs Diana Mey and Jade Canterbury**

18 **On Behalf of the West Virginia Class)**

19 ~~352-554.~~ Plaintiffs Diana Mey and Jade Canterbury, on behalf of
20 themselves and the West Virginia Class, repeat and reassert each of the allegations
21 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

22 ~~353-555.~~ The violations of federal antitrust law set forth above also
23 constitute violations of section 47-18-1 of the West Virginia Code.

24 ~~354-556.~~ During the Class Period, Defendants and their co-conspirators
25 engaged in a continuing contract, combination or conspiracy in unreasonable
26 restraint of trade and commerce and other anticompetitive conduct alleged above in
27 violation of -W. Va. Code § 47-18-1, *et seq.*

28 ~~355-557.~~ Defendants' anticompetitive acts described above were

1 knowing, willful and constitute violations or flagrant violations of the West
2 Virginia Antitrust Act.

3 558. Defendants wrongfully concealed the facts alleged herein giving rise
4 to their unlawful conduct. Until July 23, 2015, West Virginia Plaintiffs did not
5 discover and could not in the exercise of reasonable diligence have discovered the
6 alleged concealed facts or Defendants’ wrongful conduct.

7 ~~356-559.~~ As a direct and proximate result of Defendants’ unlawful
8 conduct, Plaintiffs and members of the West Virginia Class have been injured in
9 their business and property in that they paid more for ~~PSPs~~Packaged Tuna than
10 they otherwise would have paid in the absence of Defendants’ unlawful conduct.
11 As a result of Defendants’ violation of Section 47-18-3 of the West Virginia
12 Antitrust Act, Plaintiff and members of the West Virginia Class seek treble
13 damages and their cost of suit, including reasonable attorneys’ fees, pursuant to
14 section 47-18-9 of the West Virginia Code.

15 **TWENTY-SEVENTH CLAIM FOR RELIEF**

16 **TWENTY-NINTH CLAIM FOR RELIEF**

17 **Violation of the Wisconsin Antitrust Act,**

18 **Wis. Stat. Ann. § 133.01(1), et seq.**

19 **(By Plaintiffs ~~Jessica Breitbach~~Michael Juetten, Kathy Lingnofski, Julie**
20 **Wiese,**

21 **and ~~Kenneth Dunlap~~**

22 **Daniel Zwirlein On Behalf of the Wisconsin Class)**

23 ~~357-560.~~ Plaintiffs ~~Jessica Breitbach~~Michael Juetten, Kathy Lingnofski,
24 Julie Wiese, and ~~Kenneth Dunlap~~Daniel Zwirlein, on behalf of themselves and the
25 Wisconsin Class, repeat and reassert each of the allegations contained in
26 paragraphs 1 to ~~466~~363 as if fully set forth herein.

27 ~~358-561.~~ Chapter 133 of the Wisconsin Statutes governs trust and
28 monopolies, with the intent “to safeguard the public against the creation or
perpetuation of monopolies and to foster and encourage competition by prohibiting

1 unfair and discriminatory business practices which destroy or hamper
2 competition.” Wis. Stat. § 133.01.

3 ~~359.562.~~ Plaintiffs ~~Kenneth Dunlap~~ Michael Juetten, Kathy Lingnofski,
4 Julie Wiese, and ~~Jessica Breitbart~~ Daniel Zwirlein purchased PSPsPackaged Tuna
5 within the State of Wisconsin during the Class Period. But for Defendants’ conduct
6 set forth herein, the price per unit of PSPsPackaged Tuna would have been lower,
7 in an amount to be determined at trial.

8 ~~360.563.~~ Under Wisconsin law, indirect purchasers have standing under
9 the antitrust provisions of the Wisconsin Statutes to maintain an action based on
10 the facts alleged in this Complaint. Wis. Stat. 133.18(a).

11 ~~361.564.~~ Defendants contracted, combined or conspired in restraint of
12 trade or commerce of PSPsPackaged Tuna, and monopolized or attempted to
13 monopolize the trade or commerce of PSPsPackaged Tuna, with the intention of
14 injuring or destroying competition therein, in violation of Wis. Stat. § 133.01, *et*
15 *seq.*

16 ~~362.565.~~ Plaintiffs and members of the Class were injured with respect to
17 purchases of PSPsPackaged Tuna in Wisconsin in that the actions alleged herein
18 substantially affected the people of Wisconsin, with at least thousands of
19 consumers in Wisconsin paying substantially higher prices for Defendants’
20 PSPsPackaged Tuna in Wisconsin.

21 566. Defendants wrongfully concealed the facts alleged herein giving rise
22 to their unlawful conduct. Until July 23, 2015, Wisconsin Plaintiffs did not
23 discover and could not in the exercise of reasonable diligence have discovered
24 their injury or that Defendants’ unlawful conduct likely caused such injury.

25 ~~363.567.~~ Accordingly, Plaintiffs and members of the Class are entitled to
26 all forms of relief, including actual damages, treble damages, costs and reasonable
27 attorneys’ fees, and injunctive relief.

28 ~~364.568.~~ Defendants’ and their co-conspirators’ anticompetitive

1 activities have directly, foreseeably and proximately caused injury to Plaintiffs and
2 members of the Classes in the United States. Their injuries consist of: (1) being
3 denied the opportunity to purchase lower-priced PSPsPackaged Tuna from
4 Defendants, and (2) paying higher prices for Defendants' PSPsPackaged Tuna than
5 they would have in the absence of Defendants' conduct. These injuries are of the
6 type of the laws of the above States were designed to prevent, and flow from that
7 which makes Defendants' conduct unlawful.

8 365-569. Defendants are jointly and severally liable for all damages
9 suffered by Plaintiffs and Class members.

10 **VIOLATIONS OF STATE CONSUMER PROTECTION LAW**

11 **(Against All Defendants)**

12 366-570. The following ~~Thirtieth~~Twenty-eight through Fifty-second
13 Claims for Relief are pleaded under the consumer protection or similar laws of
14 each State or jurisdiction identified below, on behalf of the indicated Class.

15 ##

16 ##

17 ##

18

19

20

21

22

23

24

25

26

27

28

TWENTY-EIGHTH CLAIM FOR RELIEF

THIRTIETH CLAIM FOR RELIEF

**Violation of the Arkansas Deceptive Trade Practices Act,
Ark. Code Ann. § 4-88-101, et seq.**

**(By Plaintiff Plaintiffs Kim Craig, Kathleen Garner, and Joseph A. Langston
On Behalf of the Arkansas Class)**

367.571. Plaintiff Plaintiffs Kim Craig, Kathleen Garner, and Joseph A. Langston, on behalf of himself themselves and the Arkansas Class, repeatsrepeat and reassertsreassert each of the allegations contained in paragraphs 1 to 166363 as if fully set forth herein.

368.572. By reason of the conduct alleged herein, Defendants have violated Ark. Code Ann. § 4-88-101, et seq.

369.573. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the PSPPackaged Tuna market, a substantial part of which occurred within Arkansas.

370.574. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Relevant Markets, a substantial part of which occurred within Arkansas, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the PSPPackaged Tuna Market.

371.575. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of Arkansas.

372.576. Defendants' conduct misled consumers, withheld material facts, and resulted in material misrepresentations to Plaintiff and members of the Class.

373.577. Defendants' unlawful conduct substantially affected Arkansas's trade and commerce.

374.578. Defendants' conduct was willful.

375.579. As a direct and proximate cause of Defendants' unlawful

1 conduct, the ~~Plaintiff~~Plaintiffs and the members of the Arkansas Class have been
2 injured in their business or property and are threatened with further injury.

3 580. Defendants wrongfully concealed the facts alleged herein giving rise
4 to their unlawful conduct. Until July 23, 2015, Arkansas Plaintiffs did not
5 discover, and could not in the exercise of reasonable diligence have discovered,
6 their injury or that Defendants’ unlawful conduct likely caused such injury.

7 ~~376.581.~~ By reason of the foregoing, ~~Plaintiff~~Plaintiffs and members of
8 the Arkansas Class are entitled to seek all forms of relief, including actual damages
9 plus reasonable attorney’s fees under Ark. Code Ann. § 4-88-113.

10 **TWENTY-NINTH CLAIM FOR RELIEF**

11 **THIRTY-FIRST CLAIM FOR RELIEF**

12 **Violations of California’s Unfair Competition Law**
13 **Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”)**

14 **(By Plaintiffs Mary Hudson, ~~Marissa-Jacobus~~Tya Hughes, Amy Jackson,**
15 **Michael Juetten, Rick Musgrave, and John Pels On Behalf of the California**
16 **Class)**

17 **~~Rick Musgrave, and David Ton On Behalf of the California Class)~~**

18 ~~377.582.~~ Plaintiffs Mary Hudson, ~~Marissa-Jacobus~~Tya Hughes, Amy
19 Jackson, Michael Juetten, Rick Musgrave, and ~~David Ton~~John Pels, for themselves
20 and on behalf of the California Class, repeat and reallege each of the allegations
21 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

22 ~~378.583.~~ The violations of federal antitrust law set forth above also
23 constitute violations of section 17200, *et seq.* of California Business and
24 Professions Code.

25 ~~379.584.~~ Defendants have engaged in unfair competition or unfair,
26 unconscionable, deceptive or fraudulent acts or practices in violation of the UCL
27 by engaging in the acts and practices specified above.

28 ~~380.585.~~ This claim is instituted pursuant to sections 17203 and 17204 of
California Business and Professions Code, to obtain restitution from these

1 Defendants for acts, as alleged herein, that violated the UCL.

2 381-586. The Defendants' conduct as alleged herein violated the UCL.
3 The acts, omissions, misrepresentations, practices and non-disclosures of
4 Defendants, as alleged herein, constituted a common, continuous, and continuing
5 course of conduct of unfair competition by means of unfair, unlawful, and/or
6 fraudulent business acts or practices within the meaning of the UCL, including, but
7 not limited to, the following: (1) the violations of Section 1 of the Sherman Act, as
8 set forth above; and (2) the violations of section 16720, *et seq.*, of California
9 Business and Professions Code, set forth above.

10 382-587. Defendants' acts, omissions, misrepresentations, practices, and
11 non-disclosures, as described above, whether or not in violation of section 16720,
12 *et seq.*, of California Business and Professions Code, and whether or not concerted
13 or independent acts, are otherwise unfair, unconscionable, unlawful or fraudulent.

14 588. Defendants wrongfully concealed the facts alleged herein giving rise
15 to their unlawful conduct preventing California Plaintiffs in the exercise of due
16 diligence from uncovering the unlawful conduct. The applicable statute of
17 limitations is tolled until July 23, 2015 until the Plaintiffs, by the exercise of
18 reasonable diligence, should have discovered it.

19 383-589. Plaintiffs and members of the California Class are entitled to
20 full restitution and/or disgorgement of all revenues, earnings, profits,
21 compensation, and benefits that may have been obtained by Defendants as a result
22 of such business acts or practices.

23 384-590. The illegal conduct alleged herein is continuing and there is no
24 indication that Defendants will not continue such activity into the future.

25 385-591. The unlawful and unfair business practices of Defendants, and
26 each of them, as described above, have caused and continue to cause Plaintiffs and
27 the members of the California Class to pay supra-competitive and artificially-
28 inflated prices for PSPsPackaged Tuna sold in the State of California. Plaintiffs

1 and the members of the California Class suffered injury in fact and lost money or
2 property as a result of such unfair competition.

3 ~~386.592.~~ As alleged in this Complaint, Defendants and their co-
4 conspirators have been unjustly enriched as a result of their wrongful conduct and
5 by Defendants’ unfair competition. Plaintiffs and the members of the California
6 Class are accordingly entitled to equitable relief including restitution and/or
7 disgorgement of all revenues, earnings, profits, compensation, and benefits that
8 may have been obtained by Defendants as a result of such business practices,
9 pursuant to California Business and Professions Code sections 17203 and 17204.

10 **THIRTIETH CLAIM FOR RELIEF**
11 **THIRTY SECOND CLAIM FOR RELIEF**

12 **Violation of the District of Columbia Consumer Protection Procedures Act,**
13 **D.C. Code § 28-3901, et seq.**

14 **(By Plaintiff Paul BergerPlaintiffs Ana Gabriela Felix Garcia, Kaitlyn**
15 **Rooney,**
16 **and Andrew Gorman On Behalf of the District of Columbia Class)**

17 ~~387.593.~~ Plaintiff Paul BergerPlaintiffs Ana Gabriela Felix Garcia,
18 Kaitlyn Rooney, and Andrew Gorman, on behalf of ~~himself~~themselves and the
19 District of Columbia Class, ~~repeats~~repeat and ~~reasserts~~reassert each of the
20 allegations contained in paragraphs 1 to ~~466~~363 as if fully set forth herein.

21 ~~388.594.~~ Plaintiff Paul BergerPlaintiffs Ana Gabriela Felix Garcia,
22 Kaitlyn Rooney, and Andrew Gorman and members of the District of Columbia
23 Class purchased ~~PSPs~~Packaged Tuna for personal, family, or household purposes.

24 ~~389.595.~~ By reason of the conduct alleged herein, Defendants have
25 violated D.C. Code § 28-3901, et seq.

26 ~~390.596.~~ Defendants are “merchants” within the meaning of D.C. Code §
27 28-3901(a)(3).

28 ~~391.597.~~ Defendants entered into a contract, combination, or conspiracy
between two or more persons in restraint of, or to monopolize, trade or commerce

1 in the PSPPackaged Tuna market, a substantial part of which occurred within the
2 District of Columbia.

3 392.598. DefendantDefendants established, maintained, or used a
4 monopoly, or attempted to establish a monopoly, of trade or commerce in the
5 Relevant Markets, a substantial part of which occurred within the District of
6 Columbia, for the purpose of excluding competition or controlling, fixing, or
7 maintaining prices in the PSPPackaged Tuna Market.

8 393.599. Defendants' conduct was an unfair method of competition, and
9 an unfair or deceptive act or practice within the conduct of commerce within the
10 District of Columbia.

11 394.600. Defendants' unlawful conduct substantially affected the District
12 of Columbia's trade and commerce.

13 395.601. As a direct and proximate cause of Defendants' unlawful
14 conduct, the PlaintiffPlaintiffs and members of the District of Columbia Class have
15 been injured in their business or property and are threatened with further injury.

16 602. Defendants wrongfully concealed the facts alleged herein giving rise
17 to the unlawful conduct by the affirmative actions described herein which were
18 designed to prevent the discovery of such unlawful conduct and the Plaintiffs in the
19 District of Columbia did not discover and could not discover the unlawful conduct
20 prior to July 23, 2015.

21 396.603. By reason of the foregoing, the PlaintiffPlaintiffs and members
22 of the District of Columbia Class are entitled to seek all forms of relief, including
23 treble damages or \$1500 per violation (whichever is greater) plus punitive
24 damages, reasonable attorney's fees and costs under D.C. Code § 28-3901, *et seq.*

25 ##

26 ##

27 ##

28

THIRTY-FIRST CLAIM FOR RELIEF

THIRTY-THIRD CLAIM FOR RELIEF

**Violation of the Florida Deceptive and Unfair Trade Practices Act,
Fla. Stat. § 501.201(2), *et seq.***

**(By Plaintiffs Barbara Blumstein and John Trent, Edgardo Gutierrez,
Zenda Johnston, and Valerie Peters On Behalf of the Florida Class)
~~On Behalf of the Florida Class)~~**

397.604. Plaintiffs Barbara Blumstein, Edgardo Gutierrez, Zenda Johnston, and ~~John Trent~~ Valerie Peters, for themselves and on behalf of the Florida Class, repeat and reallege each of the allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

398.605. The Florida Deceptive & Unfair Trade Practices Act, Florida Stat. §§ 501.201, *et seq.* (the “FDUTPA”), generally prohibits “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce,” including practices in restraint of trade. Florida Stat. § 501.204(1).

399.606. The primary policy of the FDUTPA is “[t]o protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Florida Stat. § 501.202(2).

400.607. A claim for damages under the FDUTPA has three elements: (1) a prohibited practice; (2) causation; and (3) actual damages.

401.608. Under Florida law, indirect purchasers have standing to maintain an action under the FDUTPA based on the facts alleged in this Complaint. Fla. Stat. § 501.211(a) (“...anyone aggrieved by a violation of this [statute] may bring an action...”).

402.609. Plaintiffs Barbara Blumstein, Edgardo Gutierrez, Zenda Johnston, and ~~John Trent~~ Valerie Peters purchased PSPsPackaged Tuna within the State of Florida during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an

1 amount to be determined at trial.

2 403.610. Defendants entered into a contract, combination or conspiracy
3 between two or more persons in restraint of, or to monopolize, trade or commerce
4 in the PSPPackaged Tuna market, a substantial part of which occurred within
5 Florida.

6 404.611. Defendants established, maintained or used a monopoly, or
7 attempted to establish a monopoly, of trade or commerce in the market for
8 PSPsPackaged Tuna, for the purpose of excluding competition or controlling,
9 fixing or maintaining prices in Florida at a level higher than the competitive market
10 level, beginning at least as early as 2000 and continuing through the date of this
11 filing.

12 405.612. Accordingly, Defendants' conduct was an unfair method of
13 competition, and an unfair or deceptive act or practice within the conduct of
14 commerce within the State of Florida.

15 406.613. Defendants' unlawful conduct substantially affected Florida's
16 trade and commerce.

17 407.614. As a direct and proximate cause of Defendants' unlawful
18 conduct, Plaintiffs and the members of the Florida Class have been injured in their
19 business or property by virtue of overcharges for PSPsPackaged Tuna and are
20 threatened with further injury.

21 615. Defendants wrongfully concealed the facts alleged herein giving rise
22 to their unlawful conduct. As alleged herein, until July 23, 2015, Defendants were
23 both successful in the concealment of their unlawful conduct and used fraudulent
24 means to achieve such concealment such that the Florida Plaintiffs could not
25 reasonably discover the claim under the circumstances to protect their interests
26 during the limitations period. As a result, this cause of action did not accrue until
27 July 23, 2015.

28 408.616. By reason of the foregoing, Plaintiffs and the members of the

1 Florida Class isare entitled to seek all forms of relief, including injunctive relief
2 pursuant to Florida Stat. §501.208 and declaratory judgment, actual damages,
3 reasonable attorneys’ fees and costs pursuant to Florida Stat. § 501.211.

4 **THIRTY-SECOND CLAIM FOR RELIEF**

5 **Violation of Hawaii Unfair and Deceptive Trade Practices Act**
6 **Haw. Rev. Stat. § 480-2**
7 **(By Plaintiff Gloria Emery On Behalf of the Hawaii Class)**

8 617. Plaintiff Gloria Emery, for herself and on behalf of the Hawaii Class,
9 repeats and realleges each of the allegations contained in paragraphs 1 to 363 as if
10 fully set forth herein.

11 618. Plaintiff Gloria Emery and members of the Hawaii Class purchased
12 Packaged Tuna for personal, family, or household purposes.

13 619. By reason of the conduct alleged herein, Defendants have violated in
14 violation of Haw. Rev. Stat. § 480-2.

15 620. Defendants have engaged in “unfair competition or unfair or
16 deceptive acts or practices” within the meaning of Haw. Rev. Stat. § 480-2, with
17 the intent to injure competitors and consumers through supra-competitive profits.

18 621. During the Class Period, Defendants’ unlawful conduct substantially
19 affected Hawaii commerce and consumers.

20 622. Defendants fraudulently concealed their price-fixing conspiracy and
21 withheld material facts regarding the true cause of price increases. Defendants’
22 conduct had the capacity to deceive consumers and misled consumers into
23 believing that increased prices were caused by non-conspiratorial circumstances.

24 623. Defendants’ unlawful conduct substantially affected Hawaii’s trade
25 and commerce.

26 624. As a direct and proximate cause of Defendants’ unlawful conduct,
27 Plaintiff and members of the Hawaii Class have been injured and are threatened
28

1 with further injury.

2 625. Defendants' continued violations of the law comprise a repeated
3 pattern and course of conduct that provide an exception to the applicable statute of
4 limitations. Defendants also affirmatively misled Plaintiff by wrongfully
5 concealing the facts alleged herein giving rise to the unlawful conduct. Plaintiff
6 had neither actual nor constructive knowledge of the facts giving rise to her claims
7 until July 23, 2015, and exercised due diligence in attempting to discover such
8 facts.

9 626. By reason of the foregoing, Plaintiff and members of the Hawaii Class
10 are entitled to seek all forms of relief available under Haw. Rev. Stat. §§ 480, et
11 seq.

12 627. Concurrent with the filing of this complaint, Plaintiff and her counsel
13 have served required materials upon the Hawaii Attorney General pursuant to
14 H.R.S. § 480-13.3.

15 **THIRTY-THIRD CLAIM FOR RELIEF**

16 **THIRTY-FOURTH CLAIM FOR RELIEF**

17 **Violation of the Illinois Consumer Fraud and**
18 **Deceptive Business Practices Act,**
19 **815 Ill. Comp. Stat. Ann. 505/10a, et seq.**

20 **(By Plaintiffs ~~Jessica Breitbach, Sally CrnkovichBredberg, Elizabeth Davis-~~**
21 **~~Berg, and Amy Joseph, and Elizabeth Twitchell On Behalf of the Illinois~~**
22 **~~Class)~~**

23 409.628. Plaintiffs ~~Jessica Breitbach, Sally CrnkovichBredberg,~~
24 Elizabeth Davis-Berg, ~~and Amy Joseph, and Elizabeth Twitchell, on behalf of~~
25 ~~themselves and the Illinois Class,~~ repeat and reassert each of the allegations
26 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein

27 410.629. By reason of the conduct alleged herein, Defendants have
28 violated 740 Ill. Comp. Stat. Ann. 10/3(1), et seq.

411.630. Defendants entered into a contract, combination, or conspiracy

1 between two or more persons in restraint of, or to monopolize, trade or commerce
2 in the PSPPackaged Tuna market, a substantial part of which occurred within
3 Illinois.

4 412.631. Defendants established, maintained, or used a monopoly, or
5 attempted to establish a monopoly, of trade or commerce in the Relevant Markets,
6 a substantial part of which occurred within Illinois, for the purpose of excluding
7 competition or controlling, fixing, or maintaining prices in the PSPPackaged Tuna
8 Market.

9 413.632. Defendants' conduct was unfair, unconscionable, or deceptive
10 within the conduct of commerce within the State of Illinois.

11 414.633. Defendants' conduct misled consumers, withheld material facts,
12 and resulted in material misrepresentations to ~~Plaintiff and members of the~~
13 ClassPlaintiffs.

14 415.634. Defendants' unlawful conduct substantially affected Illinois's
15 trade and commerce.

16 416.635. As a direct and proximate cause of Defendants' unlawful
17 conduct, the Plaintiffs ~~and members of the Illinois Class~~ have been injured in their
18 business or property and are threatened with further injury.

19 636. Defendants wrongfully concealed the facts alleged herein giving rise
20 to the unlawful conduct by the affirmative acts described herein with the intent to
21 deceive the Plaintiffs. Plaintiffs did not know and could not have known about
22 Defendants' unlawful conduct until July 23, 2015.

23 417.637. By reason of the foregoing, Plaintiffs ~~and members of the~~
24 Illinois Class are entitled to seek all forms of relief, including actual damages or
25 any other relief the Court deems proper under 815 Ill. Comp. Stat. Ann. 505/10a, *et*
26 *seq.*

27 **THIRTY-FIFTH CLAIM FOR RELIEF**
28 **Violation of the ~~Maine Unfair Trade Practices Act,~~**

~~Me. Rev. Stat. Ann. tit. 5 § 205-A, et seq.~~
~~(By Plaintiffs Greg Stearns and Thomas E. Willoughby III~~
~~On Behalf of the Maine Class)~~

~~418. Plaintiffs Greg Stearns and Thomas E. Willoughby III, on behalf of themselves and the Maine Class, repeat and reassert each of the allegations contained in paragraphs 1 to 166 as if fully set forth herein.~~

~~419. By reason of the conduct alleged herein, Defendants have violated Me. Rev. Stat. Ann. tit. 5 § 205-A, et seq.~~

~~420. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the PSP market, a substantial part of which occurred within Maine.~~

~~421. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Relevant Markets, a substantial part of which occurred within Maine, for the purpose of unfairly excluding competition or controlling, fixing, or maintaining prices in the PSP Market.~~

~~422. Defendants' violations of Maine law were flagrant.~~

~~423. Defendants' unlawful conduct substantially affected Maine's trade and commerce.~~

~~424. Plaintiffs and members of the Maine class purchased goods, namely PSPs, primarily for personal, family, or household purposes.~~

~~425. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiffs and the members of the Maine Class have been injured in their business or property and are threatened with further injury.~~

~~426. By reason of the foregoing, the Plaintiffs and the members of the Maine Class are entitled to seek all forms of relief, including treble damages, reasonable attorneys' fees and costs, and injunctive relief available under Me. Rev. Stat. Ann. tit. 5 § 213.~~

~~427. Pursuant to Me. Rev. Stat. Ann. tit. 5 § 213, a written demand for relief was sent to all Defendants at least 30 days prior to the filing of this claim.~~

~~428. Further, pursuant to Me. Rev. Stat. Ann. tit. 5 § 213, the Attorney General of Maine is being served by mail with a copy of this Complaint upon its filing.~~

THIRTY-FOURTH CLAIM FOR RELIEF

No. 15-MD-2670 JLS (MDD) Violation of the Massachusetts Consumer Protection Act,

Mass. Gen. Laws ch. 93A § 1, *et seq.*

(By Plaintiffs Scott Caldwell ~~and~~, Sundé Daniels, and Elizabeth Perron

On Behalf of the Massachusetts Class)

~~429-638.~~ Plaintiffs Scott Caldwell ~~and~~, Sundé Daniels, and Elizabeth Perron, on behalf of themselves and the Massachusetts Class, repeat and reassert each of the allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

~~430-639.~~ By reason of the conduct alleged herein, Defendants have violated the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A § 2, *et seq.*

~~431-640.~~ Plaintiffs Scott Caldwell ~~and~~, Sundé Daniels, and Elizabeth Perron purchased PSPsPackaged Tuna within the State of Massachusetts during the Class Period. But for Defendants' conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

~~432-641.~~ Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the PSPPackaged Tuna market, a substantial part of which occurred within Massachusetts.

~~433-642.~~ Defendant established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the market for

1 PSPsPackaged Tuna, a substantial part of which occurred within Massachusetts,
2 for the purpose of excluding competition or controlling, fixing, or maintaining
3 prices in the PSPPackaged Tuna market.

4 434.643. Defendants' conduct was an unfair method of competition, and
5 an unfair or deceptive act or practice within the conduct of commerce within the
6 State of Massachusetts.

7 435.644. Defendants' unlawful conduct substantially affected
8 Massachusetts' trade and commerce.

9 436.645. As a direct and proximate cause of Defendants' unlawful
10 conduct, the Plaintiffs and the members of the Massachusetts Class have been
11 injured in their business or property and are threatened with further injury.

12 437.646. By reason of the foregoing, the Plaintiffs and the Massachusetts
13 Class are entitled to seek all forms of relief, including up to treble damages and
14 reasonable attorney's fees and costs under Mass. Gen. Laws ch. 93A § 9.

15 438.647. Pursuant to Mass. Gen. Laws ch. 93A § 9, Plaintiff Caldwell
16 mailed to all Defendants on August 31, 2015, via certified mail, return receipt
17 requested, Demand for Payment Letters which explained the unfair acts, the injury
18 suffered, and requested relief from the Defendants. Plaintiff Caldwell has received
19 a response to these letters from Defendant StarKist, but was unable to come to any
20 agreement with StarKist. Plaintiff Caldwell has received no response from the
21 other Defendants.

22 648. Defendants wrongfully concealed the facts alleged herein giving rise
23 to their unlawful conduct. Until July 23, 2015, Defendants concealed the existence
24 of their unlawful conduct through the affirmative actions alleged herein with an
25 intent to deceive the Massachusetts Plaintiffs and Class as to the nature of their
26 actions. Plaintiffs did not know and reasonably could not have known the facts
27 alleged giving rise to Defendants' unlawful conduct. As a result, this cause of
28 action did not accrue until July 23, 2015.

1 439.649. Pursuant to Mass. Gen. Laws ch. 93A § 9, Plaintiff Daniels
2 mailed to all Defendants on September 3, 2015, and again on October 2, 2015, via
3 certified mail, return receipt requested, Demand for Payment Letters which
4 explained the unfair acts, the injury suffered, and requested relief from the
5 Defendants. Plaintiff Daniels has received a response to these letters from
6 Defendant StarKist, but was unable to come to any agreement with StarKist.
7 Plaintiff Daniels has received no response from the other Defendants.

8 **THIRTY-SEVENTHFIFTH CLAIM FOR RELIEF**

9 **Violation of the Michigan Consumer Protection Act**

10 **Mich. Comp. Laws Ann. § 445.901, *et seq.***

11 **(By Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson**

12 **On Behalf of the Michigan Class)**

13 440.650. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson, on
14 behalf of themselves and the Michigan Class, repeat and reassert each of the
15 allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

16 441.651. By reason of the conduct alleged herein, Defendants have
17 violated Mich. Comp. Laws Ann. § 445.901, *et seq.*

18 442.652. Defendants have entered into a contract, combination, or
19 conspiracy between two or more persons in restraint of, or to monopolize, trade or
20 commerce in the **PSPPackaged Tuna** Market, a substantial part of which occurred
21 within Michigan.

22 443.653. Defendants established, maintained, or used a monopoly, or
23 attempted to establish a monopoly, of trade or commerce in the **PSPPackaged**
24 Market, for the purpose of excluding or limiting competition or controlling or
25 maintaining prices, a substantial part of which occurred within Michigan.

26 444.654. Defendants' conduct was conducted with the intent to deceive
27 Michigan consumers regarding the nature of Defendants' actions within the stream
28 of Michigan commerce.

445.655. Defendants' conduct was unfair, unconscionable, or deceptive

1 within the conduct of commerce within the State of Michigan.

2 446.656. Defendants’ conduct misled consumers, withheld material facts,
3 and took advantage of Plaintiffs and Class members’ inability to protect
4 themselves.

5 447.657. Defendants’ unlawful conduct substantially affected Michigan’s
6 trade and commerce.

7 448.658. As a direct and proximate cause of Defendants’ unlawful
8 conduct, the Plaintiffs and members of the Michigan Class have been injured in
9 their business or property and are threatened with further injury.

10 659. Defendants wrongfully concealed the facts alleged herein giving rise
11 to the unlawful conduct and through their affirmative arrangements and
12 contrivances preventing discovery of such unlawful conduct until July 23, 2015.

13 449.660. By reason of the foregoing, the Plaintiffs and the Michigan
14 Class are entitled to seek all forms of relief available under Mich. Comp. Laws
15 Ann. § 445.911.

16 ##

17 ##

18 ##

19 **THIRTY-SIXTH CLAIM FOR RELIEF**

20 **~~THIRTY-EIGHTH CLAIM FOR RELIEF~~**

21 **Violation of the Minnesota Consumer Fraud Act,**

22 **Minn. Stat. § 325F.68, et seq.**

23 **(By PlaintiffPlaintiffs Laura Childs and Katherine Larson**

24 **On Behalf of the Minnesota Class)**

25 450.661. PlaintiffPlaintiffs Laura Childs and Katherine Larson, on behalf
26 of herselfthemselves and the Minnesota Class, repeatsrepeat and reassertsreassert
27 each of the allegations contained in paragraphs 1 to 466363 as if fully set forth
28 herein.

451.662. By reason of the conduct alleged herein, Defendants have

1 violated Minn. Stat. § 325F.68, *et seq.*

2 452.663. Defendants engaged in a deceptive trade practice with the intent
3 to injure competitors and consumers through supra-competitive profits.

4 453.664. Defendants established, maintained, or used a monopoly, or
5 attempted to establish a monopoly, of trade or commerce in the **PSPPackaged Tuna**
6 Market, a substantial part of which occurred within Minnesota, for the purpose of
7 controlling, fixing, or maintaining prices in the **PSPPackaged Seafood** Market.

8 454.665. Defendants' conduct was unfair, unconscionable, or deceptive
9 within the conduct of commerce within the State of Minnesota.

10 455.666. Defendants' conduct, specifically in the form of fraudulent
11 concealment of their horizontal agreement, created a fraudulent or deceptive act or
12 practice committed by a supplier in connection with a consumer transaction.

13 456.667. Defendants' unlawful conduct substantially affected
14 Minnesota's trade and commerce.

15 457.668. Defendants' conduct was willful.

16 458.669. As a direct and proximate cause of Defendants' unlawful
17 conduct, the **PlaintiffPlaintiffs** and the members of the Minnesota Class have been
18 injured in their business or property and are threatened with further injury.

19 670. Defendants wrongfully concealed the facts alleged herein giving rise
20 to the unlawful conduct through the fraudulent and intentional acts described
21 herein and Minnesota Plaintiffs could not have reasonable discovered the
22 concealment of Defendants' unlawful conduct until July 23, 2015.

23 671. By reason of the foregoing, the **Plaintiffs and the members of the**
24 Minnesota Class are entitled to seek all forms of relief, including damages,
25 reasonable attorneys' fees and costs under Minn. Stat. § 325F.68, *et seq.* and
26 applicable case law.

27 **THIRTY-SEVENTH CLAIM FOR RELIEF**
28 **Violation of the Missouri Merchandising Practices Act,**

Mo. Ann. Stat. § 407.010, et seq.

(By Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee Simoens On Behalf of the Missouri Class)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

672. Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee Simoens on behalf of themselves and the Missouri Class, repeat and reassert each of the allegations contained in paragraphs 1 to 363 as if fully set forth herein.

673. Plaintiffs and members of the Missouri Class purchased Packaged Tuna during the Class Period for personal, family, or household purposes.

674. By reason of the conduct alleged herein, Defendants have violated Missouri’s Merchandising Practices Act (the “MMPA”), specifically Mo. Rev. Stat. § 407.020, which prohibits “the act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce”

675. Defendants have entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Packaged Tuna Market, a part of which occurred within Missouri.

676. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Packaged Tuna Market, for the purpose of excluding or limiting competition or controlling or maintaining prices, a part of which occurred within Missouri.

677. Defendants engaged in a deceptive trade practice with the intent to injure competitors and consumers through supra-competitive profits.

678. Defendants concealed, suppressed, and omitted to disclose material facts to Plaintiff and the members of the Missouri Class concerning Defendants’ unlawful activities. The concealed, suppressed, and omitted facts would have been important to Plaintiffs and the members of the Missouri Class as they relate to the cost of Packaged Tuna they purchased.

1 679. Defendants misrepresented the real cause of prices increases and/or
2 the absence of price reductions in Packaged Tuna by making public statements that
3 were not in accord with the facts.

4 680. Defendants' statements and conduct concerning the price of Packaged
5 Tuna were deceptive as they had the tendency or capacity to mislead Plaintiff and
6 the members of the ~~Minnesota~~Missouri Class ~~are entitled to~~ believe that they were
7 purchasing Packaged Tuna at prices established by a free and fair market.

8 681. Defendants' unlawful conduct substantially affected Missouri
9 commerce.

10 682. As a direct and proximate cause of Defendants' unlawful conduct,
11 Plaintiffs and members of the Missouri Class suffered ascertainable loss of money
12 or property.

13 683. Defendants wrongfully concealed the facts alleged herein giving rise
14 to their unlawful conduct. As alleged herein, until July 23, 2015, Defendants
15 affirmatively and successfully concealed their unlawful conduct which prevented
16 the Missouri Plaintiffs and the Class from discovering Defendants' unlawful
17 conduct. As a result of this fraudulent concealment, this cause of action did not
18 accrue until July 23, 2015.

19 459:684. Accordingly, Plaintiffs and members of the Missouri Class seek
20 all forms of relief, including damages, reasonable attorneys' fees and costs
21 available under ~~Minn.~~the MMPA, specifically Mo. Rev. Stat. § 325F.68§ 407.020,
22 as further interpreted by Title 15 of the Missouri Code of State Regulations, 15
23 CSR 60-7.010, et seq. and applicable case law., 15 CSR 60-8.010, et seq., and 15
24 CSR 60-9.010, et seq., and Mo. Rev. Stat. § 407.025 which provides for the relief
25 sought in this count.

26 **THIRTY-EIGHTH CLAIM FOR RELIEF**
27 **THIRTY-NINTH CLAIM FOR RELIEF**

28 **Violation of the Nebraska Consumer Protection Act,**
 Neb. Rev. Stat. § 59-1602, et seq.

**(By PlaintiffPlaintiffs Melissa Bowman and Barbara Buenning
On Behalf of the Nebraska Class)**

1 460.685. Plaintiffs Melissa Bowman and Barbara Buenning, on behalf of
2
3 themselves and the Nebraska Class, repeat and reassert each of the allegations
4 contained in paragraphs 1 to ~~466~~363 as if fully set forth herein.

5 461.686. By reason of the conduct alleged herein, Defendants have
6 violated Neb. Rev. Stat. § 59-1602, *et seq.*

7 462.687. Defendants have entered into a contract, combination, or
8 conspiracy between two or more persons in restraint of, or to monopolize, trade or
9 commerce in the PSPPackaged Tuna Market, a substantial part of which occurred
10 within Nebraska.

11 463.688. Defendants established, maintained, or used a monopoly, or
12 attempted to establish a monopoly, of trade or commerce in the PSPPackaged Tuna
13 Market, for the purpose of excluding or limiting competition or controlling or
14 maintaining prices, a substantial part of which occurred within Nebraska.

15 464.689. Defendants' conduct was conducted with the intent to deceive
16 Nebraska consumers regarding the nature of Defendants' actions within the stream
17 of Nebraska commerce.

18 465.690. Defendants' conduct was unfair, unconscionable, or deceptive
19 within the conduct of commerce within the State of Nebraska.

20 466.691. Defendants' conduct misled consumers, withheld material facts,
21 and had a direct or indirect impact upon PlaintiffPlaintiffs and Class members'
22 ability to protect themselves.

23 467.692. Defendants' unlawful conduct substantially affected Nebraska's
24 trade and commerce.

25 468.693. As a direct and proximate cause of Defendants' unlawful
26 conduct, the Plaintiff and the members of the Nebraska Class have been injured in
27 their business or property and are threatened with further injury.
28

1 excluding competition or controlling, fixing, or maintaining prices in the
2 PSPPackaged Tuna Market.

3 474.700. Defendants' conduct was unfair, unconscionable, or deceptive
4 within the conduct of commerce within the State of Nevada.

5 475.701. Defendants' conduct amounted to a fraudulent act or practice
6 committed by a supplier in connection with a consumer transaction.

7 476.702. Defendants' unlawful conduct substantially affected Nevada's
8 trade and commerce.

9 477.703. Defendants' conduct was willful.

10 478.704. As a direct and proximate cause of Defendants' unlawful
11 conduct, the members of the Nevada Class have been injured in their business or
12 property and are threatened with further injury.

13 705. Defendants wrongfully concealed the facts alleged herein giving rise
14 to their unlawful conduct. Until July 23, 2015, the Nevada Plaintiffs did not
15 discover and could not have discovered by the exercise of reasonable diligence
16 Defendants' unlawful conduct.

17 479.706. By reason of the foregoing, the Nevada Class is entitled to seek
18 all forms of relief, including damages, reasonable attorneys' fees and costs, and a
19 civil penalty of up to \$5,000 per violation under Nev. Rev. Stat. § 598.0993.

20 **FORTIETH CLAIM FOR RELIEF**

21 **~~FORTY-FIRST CLAIM FOR RELIEF~~**

22 **Violation of the New Hampshire Consumer Protection Act,**

23 **N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, et seq.,**

24 **(By PlaintiffPlaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff**

25 **On Behalf of the New Hampshire Class)**

26 480.707. PlaintiffPlaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff,
27 on behalf of herselfthemselves and the New Hampshire Class, repeatsrepeat and
28 reassertsreassert each of the allegations contained in paragraphs 1 to 166363 as if
fully set forth herein.

1 481.708. By reason of the conduct alleged herein, Defendants have
2 violated N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, *et seq.*

3 482.709. Defendants have entered into a contract, combination, or
4 conspiracy between two or more persons in restraint of, or to monopolize, trade or
5 commerce in the PSPPackaged Tuna Market, a substantial part of which occurred
6 within New Hampshire.

7 483.710. Defendants established, maintained, or used a monopoly, or
8 attempted to establish a monopoly, of trade or commerce in the PSPPackaged Tuna
9 Market, for the purpose of excluding or limiting competition or controlling or
10 maintaining prices, a substantial part of which occurred within New Hampshire.

11 484.711. Defendants' conduct was conducted with the intent to deceive
12 New Hampshire consumers regarding the nature of Defendants' actions within the
13 stream of New Hampshire commerce.

14 485.712. Defendants' conduct was unfair or deceptive within the conduct
15 of commerce within the State of New Hampshire.

16 486.713. Defendants' conduct was willful and knowing.

17 487.714. Defendants' conduct misled consumers, withheld material facts,
18 and had a direct or indirect impact upon Plaintiff and Class members' ability to
19 protect themselves.

20 488.715. Defendants' unlawful conduct substantially affected New
21 Hampshire's trade and commerce.

22 489.716. As a direct and proximate cause of Defendants' unlawful
23 conduct, the PlaintiffPlaintiffs and the members of the New Hampshire Class have
24 been injured in their business or property and are threatened with further injury.

25 717. Defendants fraudulently concealed the essential facts alleged here
26 giving rise to their unlawful conduct. Until July 23, 2015, New Hampshire
27 Plaintiffs did not discover and could not have discovered in the exercise of
28 reasonable diligence either Defendants' unlawful conduct or the facts giving rise to

1 such conduct.

2 490.718. By reason of the foregoing, the PlaintiffPlaintiffs and the
3 members of the New Hampshire Class are entitled to seek all forms of relief
4 available under N.H. Rev. Stat. Ann. tit. XXXI, §§ 358-A:10 and 358-A:10-a.

5 **FORTY-FIRST CLAIM FOR RELIEF**

6 **FORTY-SECOND CLAIM FOR RELIEF**

7 **Violation of the New Mexico Unfair Practices Act,
N.M. Stat. Ann. §§ 57-12-3, et seq.**

8 **(By PlaintiffPlaintiffs Vivek Dravid-, Kathy Gore, and Laura Montoya
9 **On Behalf of the New Mexico Class)****

10 491.719. PlaintiffPlaintiffs Vivek Dravid, Kathy Gore, and Laura
11 Montoya, by himselfthemselves and on behalf of the New Mexico Class,
12 repeatsrepeat and reassertsreassert each of the allegations contained in paragraphs
13 1 to ~~166~~363 as if fully set forth herein.

14 492.720. By reason of the conduct alleged herein, Defendants have
15 violated N.M. Stat. Ann. §§ 57-12-3, et seq.

16 493.721. Defendants entered into a contract, combination, or conspiracy
17 between two or more persons in restraint of, or to monopolize, trade or commerce
18 in the PSPPackaged Tuna market, a substantial part of which occurred within New
19 Mexico.

20 494.722. Defendants established, maintained, or used a monopoly, or
21 attempted to establish a monopoly, of trade or commerce in the Relevant Markets,
22 a substantial part of which occurred within New Mexico, for the purpose of
23 excluding competition or controlling, fixing, or maintaining prices in the
24 PSPPackaged Tuna Market.

25 495.723. Defendants' conduct was unfair, unconscionable, or deceptive
26 within the conduct of commerce within the State of New Mexico.

27 496.724. Defendants' conduct misled consumers, withheld material facts,
28 and resulted in material misrepresentations to Plaintiff and members of the Class.

1 497.725. Defendants’ unlawful conduct substantially affected New
2 Mexico’s trade and commerce.

3 498.726. Defendants’ conduct constituted “unconscionable trade
4 practices” in that such conduct, inter alia, resulted in a gross disparity between the
5 value received by the New Mexico class members and the price paid by them for
6 ~~PSPs~~Packaged Tuna as set forth in N.M. Stat. Ann. § 57-12-2E.

7 499.727. Defendants’ conduct was willful.

8 500.728. As a direct and proximate cause of Defendants’ unlawful
9 conduct, the ~~Plaintiff~~Plaintiffs and the members of the New Mexico Class have
10 been injured in their business or property and are threatened with further injury.

11 729. Defendants knew that their conduct was unlawful and wrongfully
12 concealed the facts alleged here giving rise to their unlawful conduct. Until July
13 23, 2015, New Mexico Plaintiffs did not know and could not have known in the
14 exercise of reasonable diligence either Defendants’ unlawful conduct or the facts
15 giving rise to such conduct.

16 501.730. By reason of the foregoing, ~~Plaintiff~~Plaintiffs and members of
17 the New Mexico Class are entitled to seek all forms of relief, including actual
18 damages or up to \$300 per violation, whichever is greater, plus reasonable
19 attorney’s fees under N.M. Stat. Ann. §§ 57-12-10.

20 **FORTY-SECOND CLAIM FOR RELIEF**

21 **FORTY-THIRD CLAIM FOR RELIEF**

22 **Violation of the North Carolina Unfair Trade and Business Practices Act,**
23 **N.C. Gen. Stat. § 75-1.1, et seq.**

24 **(By Plaintiffs Corey Norris, Audra Rickman, and ~~Elizabeth Twitchell~~Amber**
25 **Sartori**

26 **On Behalf of the North Carolina Class)**

27 502.731. Plaintiffs Corey Norris, Audra Rickman, and ~~Elizabeth~~
28 ~~Twitchell~~Amber Sartori, on behalf of themselves and the North Carolina Class,
repeat and reassert each of the allegations contained in paragraphs 1 to ~~166363~~ as

1 if fully set forth herein.

2 ~~503.732.~~ By reason of the conduct alleged herein, Defendants have
3 violated N.C. Gen. Stat. § 75-1.1, *et seq.*

4 ~~504.733.~~ Defendants entered into a contract, combination, or conspiracy
5 in restraint of, or to monopolize, trade or commerce in the PSPPackaged Tuna
6 Market, a substantial part of which occurred within North Carolina.

7 ~~505.734.~~ Defendants' conduct was unfair, unconscionable, or deceptive
8 within the conduct of commerce within the State of North Carolina.

9 ~~506.735.~~ Defendants' trade practices are and have been immoral,
10 unethical, unscrupulous, and substantially injurious to consumers.

11 ~~507.736.~~ Defendants' conduct misled consumers, withheld material facts,
12 and resulted in material misrepresentations to Plaintiff and members of the Class.

13 ~~508.737.~~ Defendants' unlawful conduct substantially affected North
14 Carolina's trade and commerce.

15 ~~509.738.~~ Defendants' conduct constitutes consumer-oriented deceptive
16 acts or practices within the meaning of North Carolina law, which resulted in
17 consumer injury and broad adverse impact on the public at large, and harmed the
18 public interest of North Carolina consumers in an honest marketplace in which
19 economic activity is conducted in a competitive manner.

20 ~~510.739.~~ As a direct and proximate cause of Defendants' unlawful
21 conduct, the Plaintiffs and the members of the North Carolina Class have been
22 injured in their business or property and are threatened with further injury.

23 740. Defendants wrongfully concealed the facts alleged herein giving rise
24 to their unlawful conduct. Until July 23, 2015, the North Carolina Plaintiffs did
25 not know and could not have learned or discovered by the exercise of due care
26 about Defendants' unlawful conduct.

27 ~~511.741.~~ By reason of the foregoing, the Plaintiffs and the members of
28 the North Carolina Class are entitled to seek all forms of relief, including treble

1 damages under N.C. Gen. Stat. § 75-16.

2 **FORTY-THIRD CLAIM FOR RELIEF**

3 **FORTY-FOURTH CLAIM FOR RELIEF**

4 **Violation of the North Dakota Unfair Trade Practices Law,**
5 **N.D. Cent. Code § 51-10, *et seq.***

6 **(By Plaintiffs Tya Hughes and Bonnie ~~VanderLaan~~Vander Laan**
7 **On Behalf of the North Dakota Class)**

8 ~~512.742.~~ Plaintiffs Tya Hughes and Bonnie ~~VanderLaan~~Vander Laan, on
9 behalf of themselves and the North Dakota Class, repeat and reassert each of the
10 allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

11 ~~513.743.~~ By reason of the conduct alleged herein, Defendants have
12 violated N.D. Cent. Code § 51-10-01, *et seq.*

13 ~~514.744.~~ Defendants engaged in a deceptive trade practice with the intent
14 to injure competitors and consumers through supra-competitive profits.

15 ~~515.745.~~ Defendants established, maintained, or used a monopoly, or
16 attempted to establish a monopoly, of trade or commerce in the ~~PSPPackaged Tuna~~
17 Market, a substantial part of which occurred within North Dakota, for the purpose
18 of controlling, fixing, or maintaining prices in the ~~PSPPackaged Tuna~~ Market.

19 ~~516.746.~~ Defendants' conduct was unfair, unconscionable, or deceptive
20 within the conduct of commerce within the State of North Dakota.

21 ~~517.747.~~ Defendants' conduct amounted to a fraudulent or deceptive act
22 or practice committed by a supplier in connection with a consumer transaction.

23 ~~518.748.~~ Defendants' unlawful conduct substantially affected North
24 Dakota's trade and commerce.

25 ~~519.749.~~ Defendants' conduct was willful.

26 750. Defendants wrongfully concealed the facts alleged herein giving rise
27 to their unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs did not
28 discover and could not have discovered by exercise of reasonable diligence
Defendants' unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs had

1 neither actual nor constructive notice of the facts alleged herein giving rise to
2 Defendants’ unlawful conduct.

3 ~~520.751.~~ As a direct and proximate cause of Defendants’ unlawful
4 conduct, the Plaintiff and the members of the North Dakota Class have been
5 injured in their business or property and are threatened with further injury.

6 ~~521.752.~~ By reason of the foregoing, the Plaintiffs and the members of
7 the North Dakota Class are entitled to seek all forms of relief, including damages
8 and injunctive relief under N.D. Cent. Code § 51-10-06.

9 **FORTY-FOURTH CLAIM FOR RELIEF**

10 **FORTY-FIFTH CLAIM FOR RELIEF**

11 **Violation of the Oregon Unlawful Trade Practices Act,**
12 **Or. Rev. Stat. § 646.605, et seq.**

13 **(By Plaintiffs Danielle Johnson and ~~Beth~~ and Liza Milliner**
14 **On Behalf of the Oregon Class)**

15 ~~522.753.~~ Plaintiffs Danielle Johnson ~~and Beth~~ and Liza Milliner, on
16 behalf of themselves and the Oregon Class, repeat and reassert each of the
17 allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

18 ~~523.754.~~ By reason of the conduct alleged herein, Defendants have
19 violated Or. Rev. Stat. § 646.608, et seq.

20 ~~524.755.~~ Defendants have entered into a contract, combination, or
21 conspiracy between two or more persons in restraint of, or to monopolize, trade or
22 commerce in the ~~PSPPackaged Tuna~~ Market, a substantial part of which occurred
23 within Oregon.

24 ~~525.756.~~ Defendants established, maintained, or used a monopoly, or
25 attempted to establish a monopoly, of trade or commerce in the ~~PSPPackaged Tuna~~
26 Market, for the purpose of excluding or limiting competition or controlling or
27 maintaining prices, a substantial part of which occurred within Oregon.

28 ~~526.757.~~ Defendants’ conduct was conducted with the intent to deceive
Oregon consumers regarding the nature of Defendants’ actions within the stream of

1 Oregon commerce.

2 ~~527.758.~~ Defendants' conduct was unfair or deceptive within the conduct
3 of commerce within the State of Oregon.

4 ~~528.759.~~ Defendants' conduct misled consumers, withheld material facts,
5 and had a direct or indirect impact upon Plaintiff and class members' ability to
6 protect themselves.

7 ~~529.760.~~ Defendants' unlawful conduct substantially affected Oregon's
8 trade and commerce.

9 ~~530.761.~~ As a direct and proximate cause of Defendants' unlawful
10 conduct, the Plaintiffs and the members of the Oregon Class have been injured in
11 their business or property and are threatened with further injury.

12 ~~531.762.~~ By reason of the foregoing, the Plaintiffs and the members of
13 the Oregon Class are entitled to seek all forms of relief available under Or. Rev.
14 Stat. § 646.638.

15 763. Defendants wrongfully concealed the facts alleged herein giving rise
16 to their unlawful conduct. Until July 23, 2015, Oregon Plaintiffs did not discover
17 and could not have discovered with reasonable diligence either the facts alleged or
18 Defendants' unlawful conduct.

19 ~~532.764.~~ Pursuant to section 646.638 of the Oregon Unlawful Trade
20 Practices Act, contemporaneously with the filing of this action, a copy of this
21 Complaint is being served upon the Attorney General of Oregon.

22 ///

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORTY-FIFTH CLAIM FOR RELIEF

FORTY-SIXTH CLAIM FOR RELIEF

**Violation of Rhode Island Deceptive Trade Practices Act,
R.I. Gen Laws § 6-13.1-1, et seq.**

**(By PlaintiffPlaintiffs Katherine McMahon and Elizabeth Perron
On Behalf of the Rhode Island Class)**

533-765. PlaintiffPlaintiffs Katherine McMahon and Elizabeth Perron, on behalf of herselfthemselves and the Rhode Island Class, repeatsrepeat and reassertsreassert each of the allegations contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

534-766. By reason of the conduct alleged herein, Defendants have violated R.I. Gen Laws § 6-13.1-1, et seq.

535-767. Defendants engaged in an unfair or deceptive act or practice with the intent to injure competitors and consumers through supra-competitive profits.

536-768. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the PSPPackaged Tuna Market, a substantial part of which occurred within Rhode Island, for the purpose of controlling, fixing, or maintaining prices in the PSPPackaged Tuna Market.

537-769. Defendants' conduct was unfair or deceptive within the conduct of commerce within the State of Rhode Island.

538-770. Defendants' conduct amounted to an unfair or deceptive act or practice committed by a supplier in connection with a consumer transaction.

539-771. Defendants' unlawful conduct substantially affected Rhode Island's trade and commerce.

540-772. Defendants' conduct was willful.

541-773. Defendants deliberately failed to disclose material facts to PlaintiffPlaintiffs and members of the Rhode Island Class concerning Defendants'

1 unlawful activities, including the horizontal conspiracy and artificially-inflated
2 prices for PSPsPackaged Tuna.

3 542.774. Defendants' deception, including its affirmative
4 misrepresentations and/or omissions concerning the price of PSPsPackaged Tuna,
5 constitutes information necessary to PlaintiffPlaintiffs and members of the Rhode
6 Island Class relating to the cost of PSPsPackaged Tuna purchased.

7 543.775. PlaintiffPlaintiffs and members of the Rhode Island class
8 purchased goods, namely PSPsPackaged Tuna, primarily for personal, family, or
9 household purposes.

10 544.776. As a direct and proximate cause of Defendants' unlawful
11 conduct, the Plaintiffs and the members of the Rhode Island Class have been
12 injured in their business or property and are threatened with further injury.

13 777. Defendants wrongfully concealed the facts alleged herein giving rise
14 to their unlawful conduct. Until July 23, 2015, Rhode Island Plaintiffs could not,
15 in the exercise of reasonable diligence, have discovered the alleged facts or
16 Defendants' wrongful conduct.

17 545.778. By reason of the foregoing, PlaintiffPlaintiffs and the members
18 of the Rhode Island Class are entitled to seek all forms of relief, including actual
19 damages or \$200 per violation, whichever is greater, and injunctive relief and
20 punitive damages under R.I. Gen Laws § 6-13.1-5.2.

21 **FORTY-SIXTH CLAIM FOR RELIEF**

22 **Violation of the South Carolina Unfair Trade Practices Act,**
23 **S.C. Code Ann. § 39-5-10 et seq.**

24 **(By Plaintiff Gay Birnbaum on Behalf of the South Carolina Class)**

25 779. Plaintiff Gay Birnbaum, on behalf of herself and the South Carolina
26 Class, repeats and reasserts each of the allegations contained in paragraphs 1 to
27 363 as if fully set forth herein.

28 780. Section 39-5-10 of the South Caroline Code prohibits "unfair methods
of competition and unfair or deceptive acts or practices in the conduct of any trade

1 or commerce.”

2 781. Plaintiff Gay Birnbaum purchased Packaged Tuna from Defendants
3 within the State of South Carolina during the Class Period.

4 782. Defendants engaged in an unfair or deceptive act or practice with the
5 intent to injure competitors and consumers through supra-competitive profits.

6 783. Defendants established, maintained, or used a monopoly, or attempted
7 to establish a monopoly, of trade or commerce in the Packaged Tuna Market, a
8 substantial part of which occurred within South Carolina, for the purpose of
9 controlling, fixing, or maintaining prices in the Packaged Tuna Market.

10 784. Defendants’ conduct was unfair or deceptive within the conduct of
11 commerce within the State of South Carolina.

12 785. Defendants’ unlawful conduct substantially affected South Carolina’s
13 trade and commerce.

14 786. Defendants’ conduct was willful.

15 787. Defendants deliberately failed to disclose material facts to Plaintiff
16 and members of the South Carolina Class concerning Defendants’ unlawful
17 activities, including the horizontal conspiracy and artificially-inflated prices for
18 Packaged Tuna. Defendants’ wrongful concealment of the facts alleged herein
19 giving rise to the unlawful conduct meant that such facts were not and could not
20 have been reasonably discovered by the diligence of Plaintiffs until July 23, 2015.

21 788. Defendants’ deception, including its affirmative misrepresentations
22 and/or omissions concerning the price of Packaged Tuna, constitutes information
23 necessary to Plaintiff and members of the South Carolina Class relating to the cost
24 of Packaged Tuna purchased.

25 789. As a direct and proximate cause of Defendants’ unlawful conduct, the
26 Plaintiffs and the members of the South Carolina Class have been ascertainably
27 injured in their business or property and are threatened with further injury.

28 790. By reason of the foregoing, Plaintiff and the members of the South

1 Carolina Class are entitled to seek all forms of relief, including treble damages or
2 and reasonable attorneys' fees and costs under S.C. Code Ann. § 39-5-140
3 791. Pursuant to S.C. Code Ann. § 39-5-140(b), a copy of this complaint is
4 being mailed to the South Carolina Attorney General in conjunction with its filing.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORTY-SEVENTH CLAIM FOR RELIEF

Violation of the South Dakota Deceptive Trade Practices and Consumer Protection Law, S.D. Codified Laws § 37-24, et seq. (By ~~Plaintiffs~~Plaintiff Casey Christensen ~~and Bonnie VanderLaan~~ On Behalf of the South Dakota Class)

~~546.792.~~ PlaintiffsPlaintiff Casey Christensen ~~and Bonnie VanderLaan~~, on behalf of ~~themselves~~herself and the South Dakota Class, ~~repeat~~repeats and ~~reassert~~reasserts each of the allegations contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

~~547.793.~~ By reason of the conduct alleged herein, Defendants have violated S.D. Codified Laws § 37-24-6.

~~548.794.~~ Defendants engaged in a deceptive trade practice with the intent to injure competitors and consumers through supra-competitive profits.

~~549.795.~~ Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the PSPPackaged Tuna Market, a substantial part of which occurred within South Dakota, for the purpose of controlling, fixing, or maintaining prices in the PSPPackaged Tuna Market.

~~550.796.~~ Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of South Dakota.

~~551.797.~~ Defendants' conduct amounted to a fraudulent or deceptive act or practice committed by a supplier in connection with a consumer transaction.

~~552.798.~~ Defendants' unlawful conduct substantially affected South Dakota's trade and commerce.

~~553.799.~~ Defendants' conduct was willful.

~~554.800.~~ As a direct and proximate cause of Defendants' unlawful conduct, the PlaintiffsPlaintiff and the members of the South Dakota Class have been injured in their business or property and are threatened with further injury.

801. Defendants acted affirmatively to wrongfully conceal facts alleged herein giving rise to their unlawful conduct. Until July 23, 2015, South Dakota

1 Plaintiffs had no actual or constructive notice of these concealed facts and did not
2 discover and could not have discovered with reasonable diligence Defendants'
3 unlawful conduct.

4 555.802. By reason of the foregoing, ~~Plaintiffs~~Plaintiff and the members
5 of the South Dakota Class are entitled to seek all forms of relief, including actual
6 damages and injunctive relief under S.D. Codified Laws § 37-24-31.

7
8 **FORTY-EIGHTH CLAIM FOR RELIEF**
9 **Violation of the Utah Consumer Sales Practices Act,**
9 **Utah Code Ann. §§ 13-11-1, *et seq.***

10 **(By Plaintiffs Vivek Dravid and Tina Grant On Behalf of the Utah Class)**

11 556.803. Plaintiffs Vivek Dravid and Tina Grant, on behalf of
12 themselves and the Utah Class, repeat and reassert each of the allegations
13 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

14 557.804. By reason of the conduct alleged herein, Defendants have
15 violated Utah Code Ann. §§ 13-11-1, *et seq.*

16 558.805. Defendants entered into a contract, combination, or conspiracy
17 between two or more persons in restraint of, or to monopolize, trade or commerce
18 in the ~~PSPP~~Packaged Tuna market, a substantial part of which occurred within Utah.

19 559.806. Defendants are suppliers within the meaning of Utah Code
20 Ann. §§ 13-11-3.

21 560.807. Defendants established, maintained, or used a monopoly, or
22 attempted to establish a monopoly, of trade or commerce in the Relevant Markets,
23 a substantial part of which occurred within Utah, for the purpose of excluding
24 competition or controlling, fixing, or maintaining prices in the ~~PSPP~~Packaged Tuna
25 Market.

26 561.808. Defendants' conduct was unfair, unconscionable, or deceptive
27 within the conduct of commerce within the State of Utah.

28 562.809. Defendants' conduct and/or practices were unconscionable and

1 were undertaken in connection with consumer transactions.

2 563.810. Defendants knew or had reason to know that their conduct was
3 unconscionable.

4 564.811. Defendants' conduct misled consumers, withheld material facts,
5 and resulted in material misrepresentations to Plaintiff and members of the Class.

6 565.812. Defendants' unlawful conduct substantially affected Utah's
7 trade and commerce.

8 566.813. As a direct and proximate cause of Defendants' unlawful
9 conduct, the Plaintiffs and the members of the Utah Class have been injured in
10 their business or property and are threatened with further injury.

11 814. Defendants wrongfully concealed the facts alleged herein giving rise
12 to the their unlawful conduct. Until July 23, 2015, Utah Plaintiffs did not discover
13 and could not have reasonably discovered their claim.

14 567.815. By reason of the foregoing, the Plaintiffs and the members of
15 the Utah Class is entitled to seek all forms of relief, including declaratory
16 judgment, injunctive relief, and ancillary relief, pursuant to Utah Code Ann. §§ 13-
17 11-19(5) and 13-11-20.

18 **FORTY-NINTH CLAIM FOR RELIEF**

19 **Violation of the Utah Unfair Practices Act,**

20 **Utah Code All. §§ 13-5-1, *et seq.***

21 **(By Plaintiffs Vivek Dravid and Tina Grant On Behalf of the Utah Class)**

22 568.816. Plaintiffs Vivek Dravid and Tina Grant, on behalf of
23 themselves and the Utah Class, repeat and reassert each of the allegations
24 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

25 569.817. By reason of the conduct alleged herein, Defendants have
26 violated Utah Code Ann. §§ 13-5-1, *et seq.*

27 570.818. Defendants entered into a contract, combination, or conspiracy
28 in the PSPPackaged Tuna market, a substantial part of which occurred within Utah.

1 571.819. Defendants established, maintained, or used a monopoly, or
2 attempted to establish a monopoly, of trade or commerce in the Relevant Markets,
3 a substantial part of which occurred within Utah, for the purpose of excluding
4 competition or controlling, fixing, or maintaining prices in the PSPPackaged Tuna
5 Market.

6 572.820. Defendants' conduct caused or was intended to cause unfair
7 methods of competition within the State of Utah.

8 573.821. Defendants' unlawful conduct substantially affected Utah's
9 trade and commerce.

10 574.822. As a direct and proximate cause of Defendants' unlawful
11 conduct, the Plaintiffs and the members of the Utah Class have been injured in
12 their business or property and are threatened with further injury.

13 823. Defendants wrongfully concealed the facts alleged herein giving rise
14 to the their unlawful conduct. Until July 23, 2015, Utah Plaintiffs did not discover
15 and could not have reasonably discovered their claim.

16 575.824. By reason of the foregoing, the Plaintiffs and the members of
17 the Utah Class is entitled to seek all forms of relief, including actual damages or
18 \$2000 per Utah Class member, whichever is greater, plus reasonable attorney's
19 fees under Utah Code Ann. §§ 13-5-14, *et seq.*

20 **FIFTIETH CLAIM FOR RELIEF**

21 **Violation of the Vermont Consumer Fraud Act,**

22 **Vt. Stat. Ann. tit. 9, §§ 2453, *et seq.***

23 **(By Plaintiffs Stephanie Gipson and Jennifer A. Nelson**

24 **On Behalf of the Vermont Class)**

25 576.825. Plaintiffs Stephanie Gipson and Jennifer A. Nelson, on behalf
26 of themselves and the Vermont Class, repeat and reassert each of the allegations
27 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

28 577.826. Title 9 of the Vermont Statutes generally governs commerce
and trade in Vermont. Chapter 63 thereof governs consumer protection and

1 prohibits, inter alia, unfair methods competition, unfair and deceptive acts and
2 practices, and antitrust violations such as restraints of trade and monopolization.
3 Vt. Stat. Ann. Tit. 9 § 2453(a).

4 ~~578.827.~~ One such unfair method of competition is through collusion,
5 defined as agreeing, contracting, combining or conspiring to engage in price fixing,
6 market division and/or allocation of goods, constituting unfair competition in the
7 commerce of ~~PSPs~~Packaged Tuna. Vt. Stat. Ann. Tit. 9, § 2451a(h).

8 ~~579.828.~~ Plaintiffs Stephanie Gipson and Jennifer A. Nelson purchased
9 ~~PSPs~~Packaged Tuna within the State of Vermont during the Class Period. But for
10 Defendants' conduct set forth herein, the price per unit of ~~PSPs~~Packaged Tuna
11 would have been lower, in an amount to be determined at trial.

12 ~~580.829.~~ Under Vermont law, indirect purchasers have standing under
13 the antitrust provisions of the Vermont Statutes to maintain an action based on the
14 facts alleged in this Complaint. Vt. Stat. Ann. Tit. 9, § 2465(b).

15 ~~581.830.~~ Defendants competed unfairly and colluded by meeting to fix
16 prices, divide markets, and otherwise restrain trade as set forth herein, in violation
17 of Vt. Stat. Ann. Tit. 9, § 2453, *et seq.*

18 831. Defendants wrongfully concealed the facts alleged herein giving rise
19 to their unlawful conduct. As a result, the objective facts necessary to put the
20 Vermont Plaintiffs and the Class on notice of such facts was not available until
21 July 23, 2015. As a result, the period prior to the discovery of this unlawful
22 conduct should be excluded in determining the time limited for the commencement
23 of this action.

24 ~~582.832.~~ Plaintiffs and members of the Class were injured with respect to
25 purchases of ~~PSPs~~Packaged Tuna in Vermont and are entitled to all forms of relief,
26 including actual damages, treble damages, and reasonable attorneys' fees.

27 ///

28 ///

- 1 ///
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

FIFTY-FIRST CLAIM FOR RELIEF

**Violation of the Virginia Consumer Protection Act,
Va. Code Ann. § 59.1-196, et seq.**

**(By Plaintiff-Plaintiffs Andrew Gorman, Marissa Jacobus, and Elizabeth Twitchell
On Behalf of the Virginia Class)**

583.833. Plaintiff Andrew Gorman, Marissa Jacobus, and Elizabeth Twitchell, on behalf of herselfthemselves and the Virginia Class, repeatsrepeat and reassertsreassert each of the allegations contained in paragraphs 1 to 166363 as if fully set forth herein.

584.834. By reason of the conduct alleged herein, Defendants have violated Va. Code Ann. § 59.1-196, et seq.

585.835. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the PSPPackaged Tuna market, a substantial part of which occurred within Virginia.

586.836. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the PSPPackaged Tuna Market, a substantial part of which occurred within Virginia, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the PSPPackaged Tuna Market.

587.837. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of Virginia.

588.838. Defendants' conduct amounted to a fraudulent act or practice committed by a supplier in connection with a consumer transaction.

589.839. Defendants' unlawful conduct substantially affected Virginia's trade and commerce.

590.840. Defendants' conduct was willful.

591.841. As a direct and proximate cause of Defendants' unlawful

1 conduct, the ~~Plaintiff~~Plaintiffs and the members of the Virginia Class have been
2 injured in their business or property and are threatened with further injury.

3 842. Defendants wrongfully concealed the facts alleged herein giving rise
4 to their unlawful conduct. Until July 23, 2015, Defendants concealed the existence
5 of their unlawful conduct through their affirmative acts of misrepresentation with
6 the intent to debar and deter the Virginia Plaintiffs and Class from discovering the
7 facts alleged giving rise to Defendants' unlawful conduct. The unlawful nature of
8 Defendants' conduct is of character which involved moral turpitude. As a result,
9 the time of Defendants' obstruction should not be counted as any part of the period
10 within which the action must brought.

11 ~~592.843.~~ By reason of the foregoing, the Plaintiff and the members of the
12 Virginia Class is entitled to seek all forms of relief, including treble damages or
13 \$1000 per violation, whichever is greater, plus reasonable attorneys' fees and costs
14 under Va. Code Ann. § 59.1-204(A), *et seq.*

15 **FIFTY-SECOND CLAIM FOR RELIEF**
16 **Violation of the West Virginia Consumer Credit and Protection Act,**
17 **W. Va. Code § 46A-6-101, *et seq.***
18 **(By Plaintiffs Diana Mey and Jade Canterbury**
19 **On Behalf of the West Virginia Class)**

20 ~~593.844.~~ Plaintiffs Diana Mey and Jade Canterbury, on behalf of
21 themselves and the West Virginia Class, repeat and reassert each of the allegations
22 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

23 ~~594.845.~~ The violations of federal antitrust law set forth above also
24 constitute violations of Sections 46A-6-101, *et seq.* of the West Virginia Code.

25 ~~595.846.~~ During the Class Period, Defendants and their co-conspirators
26 engaged in a continuing contract, combination or conspiracy in unreasonable
27 restraint of trade and commerce and other anticompetitive conduct alleged above in
28 violation of W. Va. Code § 46A-6-101, *et seq.*

~~596.847.~~ Defendants' anticompetitive acts described above were

1 knowing, willful and constitute violations or flagrant violations of the West
2 Virginia Antitrust Act and the West Virginia Consumer Credit and Protection Act.

3 597.848. As a direct and proximate result of Defendants' unlawful
4 conduct, Plaintiff and members of the West Virginia Class have been injured in
5 their business and property in that they paid more for PSPsPackaged Tuna than
6 they otherwise would have paid in the absence of Defendants' unlawful conduct.
7 As a result of Defendants' violation of Sections 46A-6-104 of the West Virginia
8 Consumer Credit and Protection Act, Plaintiffs and members of the West Virginia
9 Class seek actual damages or \$200 per violation, whichever is greater, pursuant to
10 Section 46A-6-106 of the West Virginia Code.

11 598.849. Pursuant to Section 46A-6-106(c) of the West Virginia Code,
12 Plaintiff Jade Canterbury provided notice to Defendants in the manner specified
13 under the Code on September 25, 2015, which was twenty (20) days or more prior
14 to the addition of this claim. Plaintiff has not received an offer to cure as of the
15 date of this filing.

16 850. Defendants wrongfully concealed the facts alleged herein giving rise
17 to their unlawful conduct. Until July 23, 2015, West Virginia Plaintiffs did not
18 discover and could not in the exercise of reasonable diligence have discovered the
19 alleged concealed facts or Defendants' wrongful conduct.

20 UNJUST ENRICHMENT

21 599.851. The following Fifty-third through Seventy-eighth Claims for
22 Relief are pleaded in the alternative to each of the other claims in this Complaint
23 save the Sherman Act claim and the Cartwright Act claim.

24 FIFTY-THIRD CLAIM FOR RELIEF

25 (By Plaintiffs Jonathan Rizzo and Ana Gabriela Felix Garcia, Tina Grant,
26 Tya Hughes,
27 John Pels, and Erica Rodriguez On Behalf of the Arizona Class)

28 600.852. Plaintiffs Jonathan Rizzo and Ana Gabriela Felix Garcia, Tina

1 Grant, Tya Hughes, John Pels, and Erica Rodriguez, on behalf of themselves and
2 the Arizona Class, repeat and reassert each of the allegations contained in
3 paragraphs 1 to ~~166~~363 as if fully set forth herein.

4 ~~601.853.~~ Plaintiffs ~~Jonathan Rizzo and Ana Gabriela Felix Garcia~~, Tina
5 Grant, Tya Hughes, John Pels, and Erica Rodriguez purchased PSPsPackaged Tuna
6 within the State of Arizona during the Class Period. But for Defendants' conduct
7 set forth herein, the price per unit of PSPsPackaged Tuna would have been lower,
8 in an amount to be determined at trial.

9 ~~602.854.~~ Defendants unlawfully overcharged end payers, who made
10 purchases of Defendants' PSPsPackaged Tuna in Arizona at prices that were more
11 than they would have been but for Defendants' actions.

12 ~~603.855.~~ Defendants have been enriched by revenue resulting from
13 unlawful overcharges for Defendants' PSPsPackaged Tuna.

14 ~~604.856.~~ Plaintiffs and Class members have been impoverished by the
15 overcharges for Defendants' PSPsPackaged Tuna resulting from Defendants'
16 unlawful conduct.

17 857. Defendants wrongfully concealed the facts alleged herein giving rise
18 to their unlawful conduct preventing Arizona plaintiffs from reasonably
19 discovering the claim during the limitations period. This cause of action did not
20 accrue until July 23, 2015 when the plaintiffs knew or in the exercise of reasonable
21 diligence should have known about the Defendants' unlawful conduct.

22 ~~605.858.~~ Defendants' enrichment and Plaintiffs' impoverishment are
23 connected. Defendants have paid no consideration to any other person for any
24 benefits they received from Plaintiffs and Class Members.

25 ~~606.859.~~ There is no justification for Defendants' receipt of the benefits
26 causing their enrichment and Plaintiffs' and Class members' impoverishment,
27 because Plaintiffs and Class members paid anticompetitive prices that inured to
28 Defendants' benefit, and it would be inequitable for Defendants to retain any

1 revenue gained from their unlawful overcharges.

2 ~~607.860.~~ Plaintiffs and Class members have no remedy at law.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

FIFTY-FOURTH CLAIM FOR RELIEF

(In the Alternative, By Plaintiffs Mary Hudson, ~~Marissa Jacobus~~Tya Hughes, Amy Jackson, Michael Juetten, Rick Musgrave, and ~~David Ton~~John Pels On Behalf of the California Class)

608.861. Plaintiffs Mary Hudson, ~~Marissa Jacobus~~Tya Hughes, Amy Jackson, Michael Juetten, Rick Musgrave, and ~~David Ton~~John Pels for themselves and on behalf of the California Class, repeat and reallege each of the allegations contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

609.862. Plaintiffs Mary Hudson, ~~Marissa Jacobus~~Tya Hughes, Amy Jackson, Michael Juetten, Rick Musgrave, and ~~David Ton~~John Pels purchased PSPsPackaged Tuna within the State of California during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

610.863. Defendants unlawfully overcharged end payers, who made purchases of Defendants’ PSPsPackaged Tuna in California at prices that were more than they would have been but for Defendants’ actions.

864. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct preventing California Plaintiffs in the exercise of due diligence from uncovering the unlawful conduct. The applicable statute of limitations is tolled until July 23, 2015 until the Plaintiffs, by the exercise of reasonable diligence, should have discovered it.

611.865. Plaintiffs and Class members have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiffs and Class members.

FIFTY-FIFTH CLAIM FOR RELIEF

(By Plaintiff Paul BergerPlaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew Gorman On Behalf of the District of Columbia Class)

612.866. ~~Plaintiff Paul Berger~~Plaintiffs Ana Gabriela Felix Garcia, Kaitlyn Rooney, and Andrew Gorman for ~~himself~~themselves and on behalf of the

1 District of Columbia Class, ~~repeatsrepeat~~ and ~~reallegesreallege~~ each of the
2 allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

3 ~~613.867.~~ ~~Plaintiff Paul Berger~~ Plaintiffs Ana Gabriela Felix Garcia,
4 Kaitlyn Rooney, and Andrew Gorman purchased PSPsPackaged Tuna within the
5 District of Columbia during the Class Period. But for Defendants' conduct set forth
6 herein, the price per unit of PSPsPackaged Tuna would have been lower, in an
7 amount to be determined at trial.

8 ~~614.868.~~ Defendants retained the benefits bestowed upon them under
9 inequitable and unjust circumstances at the expense of Plaintiffs and Class
10 Members.

11 ~~615.869.~~ Defendants unlawfully overcharged end payers, who made
12 purchases of Defendants' PSPsPackaged Tuna in the District of Columbia at prices
13 that were more than they would have been but for Defendants' actions.

14 ~~616.870.~~ Plaintiffs and Class members have conferred an economic
15 benefit upon Defendants, in the nature of revenue resulting from unlawful
16 overcharges to the economic detriment of Plaintiffs and Class members.

17 ~~617.871.~~ Defendants accepted and retained the benefit bestowed upon
18 them under inequitable and unjust circumstances arising from unlawful
19 overcharges to Plaintiffs and Class Members.

20 872. Defendants wrongfully concealed the facts alleged herein giving rise
21 to the unlawful conduct by the affirmative actions described herein which were
22 designed to prevent the discovery of such unlawful conduct and the Plaintiffs in the
23 District of Columbia did not discover and could not discover the unlawful conduct
24 prior to July 23, 2015.

25 ~~618.873.~~ Under the circumstances, it would be inequitable and unjust for
26 Defendants to retain such benefits.

27 **FIFTY-SIXTH CLAIM FOR RELIEF**

28 **(In the Alternative, By Plaintiffs ~~Barbara Blumstein and John Trent~~**

1 ~~On Plaintiff Gloria Emery on~~ Behalf of the ~~Florida~~Hawaii Class)

2 619.874. ~~Plaintiffs Barbara Blumstein and John Trent,~~Plaintiff Gloria
3 Emery for ~~themselves~~herself and on behalf of the ~~Florida~~Hawaii Class,
4 ~~repeat~~repeats and ~~realleges~~alleges each of the allegations contained in paragraphs
5 1 to ~~466~~363 as if fully set forth herein.

6 620.875. ~~Plaintiffs Barbara Blumstein and John Trent~~Plaintiff Gloria
7 Emery purchased ~~PSPs~~Packaged Tuna within the State of ~~Florida~~Hawaii during the
8 Class Period. But for Defendants' conduct set forth herein, the price per unit of
9 ~~PSPs~~Packaged Tuna would have been lower, in an amount to be determined at
10 trial.

11 876. Defendants retained the benefits bestowed upon them under
12 inequitable and unjust circumstances at the expense of Plaintiff and Class
13 Members.

14 621.877. Defendants unlawfully overcharged end payers, who made
15 purchases of Defendants' ~~PSPs~~Packaged Tuna in ~~Florida~~the State of Hawaii at
16 prices that were more than they would have been but for Defendants' actions.

17 622.878. ~~Plaintiffs~~Plaintiff and ~~the~~Class members have conferred a
18 ~~direct~~an economic benefit upon Defendants, in the nature of revenue resulting from
19 unlawful overcharges ~~paid by Plaintiffs and the Class members and accepted and~~
20 ~~retained by Defendants,~~to the economic detriment of Plaintiffs and ~~the~~Class
21 members.

22 623.879. Defendants ~~appreciated the benefits bestowed upon them by~~
23 ~~Plaintiffs and accepted and retained the~~ benefit bestowed upon them under
24 inequitable and unjust circumstances arising from unlawful overcharges to Plaintiff
25 and Class Members.

26 880. It isDefendants wrongfully and continually concealed the facts alleged
27 herein giving rise to their unlawful conduct with the intent to deceive Plaintiff.
28 Plaintiff did not know and could not have known about Defendants' unlawful

1 conduct until July 23, 2015.

2 881. Under the circumstances, it would be inequitable and unjust for
3 Defendants to ~~accept and retain the such~~ benefits ~~received without compensating~~
4 Plaintiffs.

5 624.882. In the absence of other applicable claims for relief, Plaintiff
6 Gloria Emery and the Hawaii Class ~~members~~ have no adequate remedy at law
7 against Defendants.

8 ##

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

FIFTY-SEVENTH CLAIM FOR RELIEF

(By Plaintiffs ~~Jessica Breitbach, Sally CrnkovichBredberg, Elizabeth Davis-Berg, and Amy Joseph, and Elizabeth Twitchell On Behalf of the Illinois Class~~)

625.883. Plaintiffs ~~Jessica Breitbach, Sally CrnkovichBredberg, Elizabeth Davis-Berg, and Amy Joseph, and Elizabeth Twitchell, on behalf of themselves and the Illinois Class,~~ repeat and reassert each of the allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

626.884. Plaintiffs ~~Jessica Breitbach, Sally CrnkovichBredberg, Elizabeth Davis-Berg, and Amy Joseph, and Elizabeth Twitchell~~ purchased PSPsPackaged Tuna within the State of Illinois during the Class Period. But for Defendants' conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

627.885. Defendants unlawfully overcharged end payers, who made purchases of Defendants' PSPsPackaged Tuna in Illinois at prices that were more than they would have been but for Defendants' actions.

628.886. Plaintiffs ~~and Class members~~ have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiffs ~~and Class members~~.

629.887. Defendants retained the benefits bestowed upon them under unjust circumstances arising from unlawful overcharges to Plaintiffs ~~and Class members~~.

888. Defendants wrongfully concealed the facts alleged herein giving rise to the unlawful conduct by the affirmative acts described herein with the intent to deceive the Plaintiffs. Plaintiffs did not know and could not have known about Defendants' unlawful conduct until July 23, 2015.

630.889. It is unjust and inequitable for Defendants to retain the benefits received without compensating Plaintiffs ~~and Class members~~.

FIFTY-EIGHTH CLAIM FOR RELIEF
(By Plaintiffs Carla Lown and Jennifer A. Nelson
On Behalf of the Iowa Class)

1
2
3 ~~631.890.~~ Plaintiffs Carla Lown and Jennifer A. Nelson, on behalf of
4 themselves and the Iowa Class, repeat and reassert each of the allegations
5 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

6 ~~632.891.~~ Plaintiffs Carla Lown and Jennifer A. Nelson purchased
7 ~~PSPs~~Packaged Tuna within the State of Iowa during the Class Period. But for
8 Defendants' conduct set forth herein, the price per unit of ~~PSPs~~Packaged Tuna
9 would have been lower, in an amount to be determined at trial.

10 ~~633.892.~~ Defendants unlawfully overcharged end payers, who made
11 purchases of Defendants' ~~PSPs~~Packaged Tuna in Iowa at prices that were more
12 than they would have been but for Defendants' actions.

13 ~~634.893.~~ Defendants have been enriched by revenue resulting from
14 unlawful overcharges for Defendants' ~~PSPs~~Packaged Tuna, which revenue resulted
15 from anticompetitive prices paid by Plaintiffs, which inured to Defendants' benefit.

16 ~~635.894.~~ Defendants' enrichment has occurred at the expense of
17 Plaintiffs and Class members.

18 ~~895. Defendants wrongfully concealed the facts alleged herein giving rise~~
19 ~~to the unlawful conduct. Defendants' unlawful conduct was not reasonably~~
20 ~~discovered until July 23, 2015.~~

21 ~~636.896.~~ It is against equity and good conscience for Defendants to be
22 permitted to retain the revenue resulting from their unlawful overcharges.

FIFTY-NINTH CLAIM FOR RELIEF
(By Plaintiffs Brian Depperschmidt and Lisa Hall
On Behalf of the Kansas Class)

23
24
25
26 ~~637.897.~~ Plaintiffs Brian Depperschmidt and Lisa Hall, on behalf of
27 themselves and the Kansas Class, repeat and reassert each of the allegations
28 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

1 645.905. Defendants unlawfully overcharged end payers, who made
2 purchases of Defendants' **Packaged Tuna in Massachusetts** at prices that were
3 more than they would have been but for Defendants' actions.

4 646.906. Plaintiffs and Class members have conferred an economic
5 benefit upon Defendants, in the nature of revenue resulting from unlawful
6 overcharges to the economic detriment of Plaintiffs and Class members.

7 647.907. Defendants were aware of or appreciated the benefit conferred
8 upon them by Plaintiffs and Class members.

9 908. Defendants wrongfully concealed the facts alleged herein giving rise
10 to their unlawful conduct. Until July 23, 2015, Defendants concealed the existence
11 of their unlawful conduct through the affirmative actions alleged herein with an
12 intent to deceive the Massachusetts Plaintiffs and Class as to the nature of their
13 actions. Plaintiffs did not know and reasonably could not have known the facts
14 alleged giving rise to Defendants' unlawful conduct. As a result, this cause of
15 action did not accrue until July 23, 2015.

16 648.909. Under the circumstances, it would be inequitable for
17 Defendants to retain such benefits without compensating Plaintiffs and Class
18 members. Fairness and good conscience require that Defendants not be permitted
19 to retain the revenue resulting from their unlawful overcharges at the expense of
20 Plaintiffs and Class members.

21 **SIXTY-FIRST CLAIM FOR RELIEF**

22 **(By Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson**

23 **On Behalf of the Michigan Class)**

24 910. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson, on
25 behalf of themselves and the Michigan Class, repeat and reassert each of the
26 allegations contained in paragraphs 1 to ~~PSPs in Maine~~363 as if fully set forth
27 herein.

28 911. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson

1 purchased Packaged Tuna within the State of Michigan during the Class Period.
2 But for Defendants' conduct set forth herein, the price per unit of Packaged Tuna
3 would have been lower, in an amount to be determined at trial.

4 649.912. Defendants unlawfully overcharged end payers, who made
5 purchases of Defendants' Packaged Tuna in Michigan at prices that were more
6 than they would have been but for Defendants' actions.

7 650.913. Plaintiffs and Class members have conferred a direct economic
8 benefit upon Defendants, in the nature of revenue resulting from unlawful
9 overcharges paid by Plaintiffs and the Class members and accepted and retained by
10 Defendants, to the economic detriment of Plaintiffs and Class members.

11 651.914. Defendants retained the benefits bestowed upon them under
12 unjust circumstances arising from unlawful overcharges to Plaintiffs and Class
13 members.

14 ~~652. Defendants were aware of and appreciated wrongfully concealed the~~
15 ~~benefit bestowed upon them by Plaintiffs and Class members.~~

16 ~~653. Defendants were unjustly enriched at the expense of Plaintiffs and~~
17 ~~Class members.~~

18 ~~**SIXTY-FIRST CLAIM FOR RELIEF**~~

19 ~~**(By Plaintiffs Scott Caldwell and Sundé Daniels**~~

20 ~~**On Behalf of the Massachusetts Class)**~~

21 ~~654. Plaintiffs Scott Caldwell and Sundé Daniels, on behalf of themselves~~
22 ~~and the Massachusetts Class, repeat and reassert each of the allegations contained~~
23 ~~in paragraphs 1 to 166 as if fully set forth facts alleged herein.~~

24 ~~655. Plaintiffs Scott Caldwell and Sundé Daniels purchased PSPs within~~
25 ~~the State of Massachusetts during the Class Period.. But for Defendants' giving~~
26 ~~rise to the unlawful conduct set forth herein, the price per unit of PSPs would have~~
27 ~~been lower, in an amount to be determined at trial.~~

28 ~~656.915. Defendants unlawfully overcharged end payers, who made~~

~~1 purchases of Defendants' PSPs in Massachusetts at prices that were more than they
2 would have been but for Defendants' actions.~~

~~3 657.916. Plaintiffs and Class members have conferred an economic
4 benefit upon Defendants, in the nature of revenue resulting from unlawful
5 overcharges to the economic detriment of Plaintiffs and Class members.~~

~~6 658.917. Defendants were aware of or appreciated the benefit conferred
7 upon them by Plaintiffs and Class members.~~

~~8 659.918. Under the circumstances, it would be inequitable for
9 Defendants to retain such benefits without compensating Plaintiffs and Class
10 members. Fairness and good conscience require that Defendants not be permitted
11 to retain the revenue resulting from their unlawful overcharges at the expense of
12 Plaintiffs and Class members.~~

~~13 **SIXTY-SECOND CLAIM FOR RELIEF**~~

~~14 **(By Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson**
15 **On Behalf of the Michigan Class)**~~

~~16 660. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson, on
17 behalf of themselves and the Michigan Class, repeat and reassert each of the
18 allegations contained in paragraphs 1 to 166 as if fully set forth herein.~~

~~19 661. Plaintiffs Louise Adams, Jessica Decker, and Barbara Olson
20 purchased PSPs within the State of Michigan during the Class Period. But for
21 Defendants' and through their affirmative arrangements and contrivances
22 preventing discovery of such unlawful conduct set forth herein, the price per unit
23 of PSPs would have been lower, in an amount to be determined at trial.~~

~~24 662. Defendants unlawfully overcharged end payers, who made purchases
25 of Defendants' PSPs in Michigan at prices that were more than they would have
26 been but for Defendants' actions.~~

~~27 663. Plaintiffs and Class members have conferred a direct economic
28 benefit upon Defendants, in the nature of revenue resulting from unlawful~~

~~1 overcharges paid by Plaintiffs and the Class members and accepted and retained by
2 Defendants, to the economic detriment of Plaintiffs and Class members.~~

~~3 664.919. Defendants retained the benefits bestowed upon them under
4 unjust circumstances arising from unlawful overcharges to Plaintiffs and Class
5 members until July 23, 2015.~~

6 665.920. Defendants were unjustly enriched at the expense of Plaintiffs
7 and Class members.

8 **SIXTY-SECOND CLAIM FOR RELIEF**

9 ~~**SIXTY-THIRD CLAIM FOR RELIEF**~~

10 (By **Plaintiff Plaintiffs** Laura Childs **and Katherine Larson**
11 **On Behalf of the Minnesota Class**)

12 666.921. **Plaintiff Plaintiffs** Laura Childs **and Katherine Larson**, on behalf
13 of ~~herself~~**themselves** and the Minnesota Class, ~~repeats~~**repeat** and ~~reasserts~~**reassert**
14 each of the allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth
15 herein.

16 667.922. **Plaintiff Plaintiffs** Laura Childs **and Katherine Larson** purchased
17 **PSPs Packaged Tuna** within the State of Minnesota during the Class Period. But for
18 Defendants' conduct set forth herein, the price per unit of **PSPs Packaged Tuna**
19 would have been lower, in an amount to be determined at trial.

20 668.923. Defendants unlawfully overcharged end payers, who made
21 purchases of Defendants' **PSPs Packaged Tuna** in Minnesota at prices that were
22 more than they would have been but for Defendants' actions.

23 669.924. Defendants appreciated and knowingly accepted the benefits
24 bestowed upon them by Plaintiff and Class members. Defendants have paid no
25 consideration to any other person for any of the benefits they have received from
26 **Plaintiff Plaintiffs** and Class members.

27 **925. Defendants wrongfully concealed the facts alleged herein giving rise**
28 **to the unlawful conduct through the fraudulent and intentional acts described**

1 herein and Minnesota Plaintiffs could not have reasonable discovered the
2 concealment of Defendants' unlawful conduct until July 23, 2015.

3 670.926. It is inequitable for Defendants to accept and retain the benefits
4 received without compensating Plaintiff and Class members.

5 **SIXTY-THIRD CLAIM FOR RELIEF**

6 **SIXTY-FOURTH CLAIM FOR RELIEF**

7 (By Plaintiff Christopher Todd On Behalf of the Mississippi Class)

8 671.927. Plaintiff Christopher Todd, on behalf of himself and the
9 Mississippi Class, repeats and reasserts each of the allegations contained in
10 paragraphs 1 to ~~166~~363 as if fully set forth herein.

11 672.928. Plaintiff Christopher Todd purchased PSPsPackaged Tuna
12 within the State of Mississippi during the Class Period. But for Defendants'
13 conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been
14 lower, in an amount to be determined at trial.

15 673.929. Defendants unlawfully overcharged end payers, who made
16 purchases of Defendants' PSPsPackaged Tuna in Mississippi at prices that were
17 more than they would have been but for Defendants' actions.

18 930. Defendants wrongfully concealed the facts alleged herein giving rise
19 to their unlawful conduct. As alleged herein, the Defendants actively concealed
20 their unlawful conduct which prevented Mississippi plaintiffs from reasonably
21 discovering the claim during the limitations period. This cause of action did not
22 accrue until July 23, 2015 when the Plaintiffs knew, or in the exercise of
23 reasonable diligence, should have known about the Defendants' unlawful conduct.

24 674.931. Defendants retained the benefit of overcharges received on the
25 sales of Defendants' PSPsPackaged Tuna, which in equity and good conscience
26 belong to Plaintiffs and Class members on account of Defendants' anticompetitive
27 conduct.

28 **SIXTY-FOURTH CLAIM FOR RELIEF**

~~SIXTY-FIFTH CLAIM FOR RELIEF~~

(By Plaintiff Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee Simoens On Behalf of the Missouri Class)

675-932. Plaintiff Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee Simoens, on behalf of herselfthemselves and the Missouri Class, repeatsrepeat and reassertsreassert each of the allegations contained in paragraphs 1 to 166363 as if fully set forth herein.

676-933. Plaintiff Plaintiffs John Frick, Steven Kratky, Amber Sartori, and Rebecca Lee Simoens purchased PSPsPackaged Tuna within the State of Missouri during the Class Period. But for Defendants' conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

677-934. Defendants unlawfully overcharged end payers, who made purchases of Defendants' PSPsPackaged Tuna in Missouri at prices that were more than they would have been but for Defendants' actions.

678-935. Plaintiff Plaintiffs and Missouri Class members have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiff Plaintiffs and Missouri Class Members.

679-936. Defendants appreciated the benefit bestowed upon them by Plaintiff and Missouri Class members.

937. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct. As alleged herein, until July 23, 2015, Defendants affirmatively and successfully concealed their unlawful conduct which prevented the Missouri Plaintiffs and the Class from discovering Defendants' unlawful conduct. As a result of this fraudulent concealment, this cause of action did not accrue until July 23, 2015.

680-938. Defendants accepted and retained the benefit bestowed upon them under inequitable and unjust circumstances arising from unlawful

1 overcharges to ~~Plaintiff~~Plaintiffs and Missouri Class members.

2 SIXTY-FIFTH CLAIM FOR RELIEF

3 ~~SIXTY-SIXTH CLAIM FOR RELIEF~~

4 (By Plaintiffs Melissa Bowman and Barbara Buenning
5 On Behalf of the Nebraska Class)

6 ¶81.939. Plaintiffs Melissa Bowman and Barbara Buenning, on behalf of
7 themselves and the Nebraska Class, repeat and reassert each of the allegations
8 contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

9 ¶82.940. Plaintiff Melissa Bowman and Barbara Buenning purchased
10 PSPsPackaged Tuna within the State of Nebraska during the Class Period. But for
11 Defendants' conduct set forth herein, the price per unit of PSPsPackaged Tuna
12 would have been lower, in an amount to be determined at trial.

13 ¶83.941. Defendants unlawfully overcharged end payers, who made
14 purchases of Defendants' PSPsPackaged Tuna in Nebraska at prices that were
15 more than they would have been but for Defendants' actions.

16 ¶84.942. Defendants received money from Plaintiffs and Class members
17 as a direct result of the unlawful overcharges, and have retained this money.
18 Defendants have paid no consideration to any other person in exchange for this
19 money.

20 943. Defendants wrongfully concealed the facts alleged herein giving rise
21 to their unlawful conduct. As alleged herein, the Defendants affirmatively
22 concealed their unlawful conduct which prevented Nebraska Plaintiffs from
23 reasonably discovering the claim before the statute of limitations expired. As a
24 result, Defendants' unlawful conduct was neither obvious nor discoverable during
25 the limitations period. This cause of action did not accrue until July 23, 2015 when
26 the Plaintiffs knew, or in the exercise of reasonable diligence, should have known
27 about the Defendants' unlawful conduct.

28 ¶85.944. In justice and fairness, Defendants should disgorge such money

1 and remit the overcharged payments back to Plaintiffs and Class members.

2 **SIXTY-SIXTH CLAIM FOR RELIEF**

3 **SIXTY-SEVENTH CLAIM FOR RELIEF**

4 (By Plaintiffs Nay Alidad, ~~Dwayne Kennedy~~, and Nancy Stiller
5 On Behalf of the Nevada Class)

6 686.945. Plaintiffs Nay Alidad, ~~Dwayne Kennedy~~, and Nancy Stiller, on
7 behalf of themselves and the Nevada Class, repeat and reassert each of the
8 allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

9 687.946. Plaintiffs Nay Alidad, ~~Dwayne Kennedy~~, and Nancy Stiller
10 purchased ~~PSPs~~Packaged Tuna within the State of Nevada during the Class Period.
11 But for Defendants' conduct set forth herein, the price per unit of ~~PSPs~~Packaged
12 Tuna would have been lower, in an amount to be determined at trial.

13 688.947. Defendants unlawfully overcharged end payers, who made
14 purchases Defendants' ~~PSPs~~Packaged Tuna in Nevada at prices that were more
15 than they would have been but for Defendants' actions.

16 689.948. Plaintiffs and Class members have conferred an economic
17 benefit upon Defendants in the nature of revenue resulting from unlawful
18 overcharges for Defendants' ~~PSPs~~Packaged Tuna.

19 690.949. Defendants appreciated the benefits bestowed upon them by
20 Plaintiffs and Class members, for which they have paid no consideration to any
21 other person.

22 691.950. Defendants have knowingly accepted and retained the benefits
23 bestowed upon them by Plaintiffs and Class members.

24 951. Defendants wrongfully concealed the facts alleged herein giving rise
25 to their unlawful conduct. Until July 23, 2015, the Nevada Plaintiffs did not
26 discover and could not have discovered by the exercise of reasonable diligence
27 Defendants' unlawful conduct.

28 692.952. The circumstances under which Defendants have accepted and

1 retained the benefits bestowed upon them by Plaintiffs and Class members are
2 inequitable in that they result from Defendants’ unlawful overcharges for
3 Defendants’ PSPsPackaged Tuna.

4 **SIXTY-SEVENTH CLAIM FOR RELIEF**

5 ##

6 ##

7 **SIXTY-EIGHTH CLAIM FOR RELIEF**

8 (By PlaintiffPlaintiffs Jessica Bartling, Jody Cooper-, and Rob Skaff
9 On Behalf of the New Hampshire Class)

10 693-953. PlaintiffPlaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff,
11 on behalf of herselfthemselves and the New Hampshire Class, repeatsrepeat and
12 reassertsreassert each of the allegations contained in paragraphs 1 to 166363 as if
13 fully set forth herein

14 694-954. PlaintiffPlaintiffs Jessica Bartling, Jody Cooper, and Rob Skaff
15 purchased PSPsPackaged Tuna within the State of New Hampshire during the
16 Class Period. But for Defendants’ conduct set forth herein, the price per unit of
17 PSPsPackaged Tuna would have been lower, in an amount to be determined at
18 trial.

19 695-955. Defendants unlawfully overcharged end payers, who made
20 purchases of Defendants’ PSPsPackaged Tuna in New Hampshire at prices that
21 were more than they would have been but for Defendants’ actions.

22 696-956. Defendants have received a benefit from PlaintiffPlaintiffs and
23 Class members in the nature of revenue resulting from the unlawful overcharges,
24 which revenue resulted from anticompetitive prices that inured to the benefit of
25 Defendants.

26 957. Defendants fraudulently concealed the essential facts alleged here
27 giving rise to their unlawful conduct. Until July 23, 2015, New Hampshire
28 Plaintiffs did not discover and could not have discovered in the exercise of

1 reasonable diligence either Defendants' unlawful conduct or the facts giving rise to
2 such conduct.

3 697.958. Under the circumstances, it would be unconscionable for
4 Defendants to retain such benefits.

5 **SIXTY-EIGHTH CLAIM FOR RELIEF**

6 **SIXTY-NINTH CLAIM FOR RELIEF**

7 (By **PlaintiffPlaintiffs** Vivek Dravid, **Kathy Gore, and Laura Montoya** On
8 **Behalf of the New Mexico Class**)

9 698.959. **PlaintiffPlaintiffs** Vivek Dravid, **Kathy Gore, and Laura**
10 **Montoya,** on behalf of **himselfthemselves** and the New Mexico Class,
11 **repeatsrepeat** and **reassertsreassert** each of the allegations contained in paragraphs
12 1 to **166363** as if fully set forth herein.

13 699.960. **PlaintiffPlaintiffs** Vivek Dravid, **Kathy Gore, and Laura**
14 **Montoya** purchased **PSPsPackaged Tuna** within the State of New Mexico during
15 the Class Period. But for Defendants' conduct set forth herein, the price per unit of
16 **PSPsPackaged Tuna** would have been lower, in an amount to be determined at
17 trial.

18 700.961. Defendants unlawfully overcharged end payers, who made
19 purchases of Defendants' **PSPsPackaged Tuna** in New Mexico at prices that were
20 more than they would have been but for Defendants' actions.

21 701.962. Defendants have knowingly benefitted at the expense of
22 **PlaintiffPlaintiffs** and Class members from revenue resulting from unlawful
23 overcharges for Defendants' **PSPsPackaged Tuna**.

24 963. Defendants knew that their conduct was unlawful and wrongfully
25 concealed the facts alleged here giving rise to their unlawful conduct. Until July
26 23, 2015, New Mexico Plaintiffs did not know and could not have known in the
27 exercise of reasonable diligence either Defendants' unlawful conduct or the facts
28 giving rise to such conduct.

1 702.964. To allow Defendants to retain the benefits would be unjust
2 because the benefits resulted from anticompetitive pricing that inured to
3 Defendants' benefit and because Defendants have paid no consideration to any
4 other person for any of the benefits they received.

5 **SIXTY-NINTH CLAIM FOR RELIEF**

6 **SEVENTIETH CLAIM FOR RELIEF**

7 (By Plaintiffs Corey Norris, Audra Rickman, and Elizabeth Twitchell-Amber
8 Sartori
9 On Behalf of the North Carolina Class)

10 703.965. Plaintiffs Corey Norris, Audra Rickman, and Elizabeth
11 TwitchellAmber Sartori, on behalf of themselves and the North Carolina Class,
12 repeat and reassert each of the allegations contained in paragraphs 1 to ~~166363~~ as
13 if fully set forth herein.

14 704.966. Plaintiffs Corey Norris, Audra Rickman, and Elizabeth
15 TwitchellAmber Sartori purchased PSPsPackaged Tuna within the State of North
16 Carolina during the Class Period. But for Defendants' conduct set forth herein, the
17 price per unit of PSPsPackaged Tuna would have been lower, in an amount to be
18 determined at trial.

19 705.967. Defendants unlawfully overcharged end payers, who made
20 purchases of Defendants' PSPsPackaged Tuna in North Carolina at prices that
21 were more than they would have been but for Defendants' actions.

22 706.968. Plaintiffs and Class members have conferred an economic
23 benefit upon Defendants in the nature of revenue resulting from unlawful
24 overcharges to the economic detriment of Plaintiffs and Class members.

25 707.969. Plaintiffs and Class members did not interfere with Defendants'
26 affairs in any manner that conferred these benefits upon Defendants.

27 970. Defendants wrongfully concealed the facts alleged herein giving rise
28 to their unlawful conduct. Until July 23, 2015, the North Carolina Plaintiffs did

1 not know and could not have learned or discovered by the exercise of due care
2 about Defendants' unlawful conduct.

3 708.971. The benefits conferred upon Defendants were not gratuitous, in
4 that they comprised revenue created by unlawful overcharges arising from
5 Defendants' actions to fix, maintain and stabilize artificially high prices for
6 PSPsPackaged Tuna on the market.

7 709.972. The benefits conferred upon Defendants are measurable, in that
8 the revenue Defendants have earned due to unlawful overcharges are ascertainable
9 by review of sales and other business records.

10 710.973. Defendants consciously accepted the benefits and continue to
11 do so as of the date of this filing.

12 **SEVENTIETH CLAIM FOR RELIEF**

13 **~~SEVENTY-FIRST CLAIM FOR RELIEF~~**

14 **(By Plaintiffs Tya Hughes and Bonnie VanderLaanVander Laan**
15 **On Behalf of the North Dakota Class)**

16 711.974. Plaintiffs Tya Hughes and Bonnie VanderLaanVander Laan, on
17 behalf of themselves and the North Dakota Class, repeat and reassert each of the
18 allegations contained in paragraphs 1 to 166363 as if fully set forth herein.

19 712.975. Plaintiffs Tya Hughes and Bonnie VanderLaanVander Laan
20 purchased PSPsPackaged Tuna within the State of North Dakota during the Class
21 Period. But for Defendants' conduct set forth herein, the price per unit of
22 PSPsPackaged Tuna would have been lower, in an amount to be determined at
23 trial.

24 713.976. Defendants unlawfully overcharged end payers, who made
25 purchases of Defendants' PSPsPackaged Tuna in North Dakota at prices that were
26 more than they would have been but for Defendants' actions.

27 714.977. Defendants, without justification, have been enriched at the
28 direct impoverishment of Plaintiffs and Class members, in that Defendants have

1 been enriched by revenue resulting from unlawful overcharges for Defendants’
2 PSPsPackaged Tuna.

3 715-978. Plaintiffs and Class members have been impoverished by the
4 overcharges for Defendants’ PSPsPackaged Tuna resulting from Defendants’
5 unlawful conduct, and they have no legal means of retrieving the value of their
6 impoverishment.

7 716-979. Defendants’ enrichment and Plaintiffs’ and Class members’
8 impoverishment are connected. Defendants have paid no consideration to any other
9 person for any benefits they received directly or indirectly from Plaintiffs and
10 Class Members.

11 717-980. There is no justification for Defendants’ receipt of the benefits
12 causing their enrichment, because Plaintiffs and Class members paid
13 anticompetitive prices that inured to Defendants’ benefit, and it would be
14 inequitable for Defendants to retain any revenue gained from their unlawful
15 overcharges.

16 981. Defendants wrongfully concealed the facts alleged herein giving rise
17 to their unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs did not
18 discover and could not have discovered by exercise of reasonable diligence
19 Defendants’ unlawful conduct. Until July 23, 2015, North Dakota Plaintiffs had
20 neither actual nor constructive notice of the facts alleged herein giving rise to
21 Defendants’ unlawful conduct.

22 718-982. Plaintiffs and Class members have no remedy at law.
23
24
25
26
27
28

SEVENTY-FIRST CLAIM FOR RELIEF

SEVENTY-SECOND CLAIM FOR RELIEF

**(By Plaintiffs Danielle Johnson and ~~Beth and~~ Liza Milliner
On Behalf of the Oregon Class)**

719.983. Plaintiffs Danielle Johnson ~~and Beth~~ and Liza Milliner, on behalf of themselves and the Oregon Class, repeat and reassert each of the allegations contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

720.984. Plaintiffs Danielle Johnson and ~~Beth and~~ Liza Milliner purchased PSPsPackaged Tuna within the State of Oregon during the Class Period. But for Defendants’ conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

721.985. Defendants unlawfully overcharged end payers, who made purchases of Defendants’ PSPsPackaged Tuna in Oregon at prices that were more than they would have been but for Defendants’ actions.

722.986. Plaintiffs and Class members have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiffs and Class members.

723.987. Defendants were aware of the benefit bestowed upon them by Plaintiffs and Class members.

988. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct. Until July 23, 2015, Oregon Plaintiffs did not discover and could not discovered with reasonable diligence either the facts alleged or Defendants’ unlawful conduct.

724.989. It would be inequitable and unjust for Defendants to retain any of the overcharges for PSPsPackaged Tuna derived from Defendants’ unfair conduct without compensating Plaintiffs and Class members.

SEVENTY-SECOND CLAIM FOR RELIEF

**(By Plaintiffs Katherine McMahon and Elizabeth Perron
On Behalf of the Rhode Island Class)**

1 990. Plaintiffs Katherine McMahon and Elizabeth Perron, on behalf of
2 themselves and the Rhode Island Class, repeat and reassert each of the allegations
3 contained in paragraphs 1 to 363 as if fully set forth herein.

4 991. Plaintiffs Katherine McMahon and Elizabeth Perron purchased
5 Packaged Tuna within the State of Rhode Island during the Class Period. But for
6 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
7 have been lower, in an amount to be determined at trial.

8 992. Defendants unlawfully overcharged end payers, who made purchases
9 of Defendants' Packaged Tuna in Rhode Island at prices that were more than they
10 would have been but for Defendants' actions.

11 993. Plaintiffs and Class members have conferred an economic benefit
12 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
13 the economic detriment of Plaintiff and Class members.

14 994. Defendants were aware of and/or recognized the benefit bestowed
15 upon them by Plaintiffs and the Class members.

16 995. Defendants wrongfully concealed the facts alleged herein giving rise
17 to their unlawful conduct. Until July 23, 2015, Rhode Island Plaintiffs could not,
18 in the exercise of reasonable diligence, have discovered the alleged facts or
19 Defendants' wrongful conduct.

20 996. Under the circumstances, it would be inequitable for Defendants to
21 retain such benefits without compensating Plaintiffs and Class members.

22 **SEVENTY-THIRD CLAIM FOR RELIEF**

23 **(By Plaintiff Katherine McMahon**

24 **On Gay Birnbaum on Behalf of the Rhode Island South Carolina Class)**

25 725-997. Plaintiff Katherine McMahon, on behalf of Gay Birnbaum for
26 herself and on behalf of the Rhode Island South Carolina Class, repeats and
27 reassertsrealleges each of the allegations contained in paragraphs 1 to 166363 as if
28 fully set forth herein.

1 726.998. Plaintiff ~~Katherine McMahon~~Gay Birnbaum purchased ~~PSPs~~
2 ~~within~~Packaged Tuna with the State of ~~Rhode Island~~South Carolina during the
3 Class Period. But for Defendants' conduct set forth herein, the price per unit of
4 ~~PSPs~~Packaged Tuna would have been lower, in an amount to be determined at
5 trial.

6 727.999. Defendants unlawfully overcharged end payers, who made
7 purchases of Defendants' ~~PSPs~~Packaged Tuna in ~~Rhode Island~~the State of South
8 Carolina at prices that were more than they would have been but for Defendants'
9 actions.

10 728.1000. Plaintiff and Class members have conferred ~~ana non-gratuitous,~~
11 economic benefit upon Defendants, in the nature of revenue resulting from
12 unlawful overcharges to the economic detriment of Plaintiff and Class members.

13 1001. Defendants ~~were aware of and/or recognized~~ appreciated the benefit
14 benefits bestowed upon them by Plaintiff and ~~the~~ Class Members, for which they
15 have paid no consideration to any other person.

16 729. Defendants deliberately failed to disclose material facts to Plaintiff
17 and members.

18 1002. Under of the South Carolina Class concerning Defendants' unlawful
19 activities, including the ~~circumstances, it would be~~ horizontal conspiracy and
20 artificially-inflated prices for Packaged Tuna. Defendants' wrongful concealment
21 of the facts alleged herein giving rise to the unlawful conduct meant that such facts
22 were not and could not have been reasonably discovered by the diligence of
23 Plaintiffs until July 23, 2015.

24 730.1003. It is inequitable for Defendants to accept and retain such
25 benefits without compensating Plaintiff and Class ~~members.~~Members.

26 **SEVENTY-FOURTH CLAIM FOR RELIEF**

27 (By ~~Plaintiffs~~Plaintiff Casey Christensen ~~and Bonnie VanderLaan~~
28 **On Behalf of the South Dakota Class**)

1 731.1004. PlaintiffsPlaintiff Casey Christensen ~~and Bonnie VanderLaan~~,
2 on behalf of ~~themselvesherself~~ and the South Dakota Class, ~~repeatrepeats~~ and
3 ~~reassertreasserts~~ each of the allegations contained in paragraphs 1 to ~~166363~~ as if
4 fully set forth herein.

5 732.1005. PlaintiffsPlaintiff Casey Christensen ~~and Bonnie VanderLaan~~
6 purchased PSPsPackaged Tuna within the State of South Dakota during the Class
7 Period. But for Defendants' conduct set forth herein, the price per unit of
8 PSPsPackaged Tuna would have been lower, in an amount to be determined at
9 trial.

10 733.1006. Defendants unlawfully overcharged end payers, who made
11 purchases of Defendants' PSPsPackaged Tuna in South Dakota at prices that were
12 more than they would have been but for Defendants' actions.

13 734.1007. PlaintiffsPlaintiff and Class members have conferred an
14 economic benefit upon Defendants, in the nature of revenue resulting from
15 unlawful overcharges to the economic detriment of Plaintiffs and Class Members.

16 735.1008. Defendants were aware of the benefit bestowed upon them by
17 PlaintiffsPlaintiff and Class members.

18 1009. Defendants acted affirmatively to wrongfully conceal facts alleged
19 herein giving rise to their unlawful conduct. Until July 23, 2015, South Dakota
20 Plaintiffs had no actual or constructive notice of these concealed facts and did not
21 discover and could not have discovered with reasonable diligence Defendants'
22 unlawful conduct.

23 736.1010. Under the circumstances, it would be inequitable and unjust for
24 Defendants to retain such benefits without reimbursing Plaintiffs and Class
25 members.

26 **SEVENTY-FIFTH CLAIM FOR RELIEF**

27 **(By Plaintiffs Kirsten Peck, John Peychal, and John Trent**
28 **On Behalf of the Tennessee Class)**

1 1011. Plaintiffs Kirsten Peck, John Peychal, and John Trent, on behalf of
2 himself and the Tennessee Class, repeats and reasserts each of the allegations
3 contained in paragraphs 1 to 363 as if fully set forth herein.

4 1012. Plaintiffs Kirsten Peck, John Peychal, and John Trent purchased
5 Packaged Tuna within the State of Tennessee during the Class Period. But for
6 Defendants' conduct set forth herein, the price per unit of Packaged Tuna would
7 have been lower, in an amount to be determined at trial.

8 1013. Defendants unlawfully overcharged end payers, who purchased
9 Defendants' Packaged Tuna in Tennessee at prices that were more than they would
10 have been but for Defendants' actions.

11 1014. Plaintiffs and Class members have conferred an economic benefit
12 upon Defendants, in the nature of revenue resulting from unlawful overcharges to
13 the economic detriment of Plaintiff and Class Members.

14 1015. Defendants appreciated the benefits bestowed upon them by Plaintiffs
15 and Class Members, for which they have paid no consideration to any other person.

16 1016. It is inequitable for Defendants to accept and retain such benefits
17 without compensating Plaintiffs and Class Members.

18 1017. Defendants wrongfully and affirmatively concealed the facts alleged
19 herein giving rise to their unlawful conduct. Despite exercising due diligence,
20 Plaintiffs did not have information sufficient to alert a reasonable person of the
21 need to investigate the injury, and were not able to discover evidence of their
22 claims of Defendants' unlawful conduct until July 23, 2015.

23 1018. The resellers from whom Plaintiffs and Class Members purchased
24 Defendants' Packaged Tuna were not involved in the conspiracy. Plaintiff and
25 Class Members have no remedy against the innocent resellers under the theory of
26 unjust enrichment.

27 **SEVENTY-SIXTH CLAIM FOR RELIEF**

28 **(By Plaintiffs Vivek Dravid and Tina Grant)**

On Behalf of the Utah Class)

1
2 737.1019. Plaintiffs Vivek Dravid and Tina Grant, on behalf of
3 themselves and the Utah Class, repeat and reassert each of the allegations
4 contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

5 738.1020. Plaintiffs Vivek Dravid and Tina Grant purchased
6 ~~PSPs~~Packaged Tuna within the State of Utah during the Class Period. But for
7 Defendants' conduct set forth herein, the price per unit of ~~PSPs~~Packaged Tuna
8 would have been lower, in an amount to be determined at trial.

9 739.1021. Defendants unlawfully overcharged end payers, who made
10 purchases of Defendants' ~~PSPs~~Packaged Tuna in Utah at prices that were more
11 than they would have been but for Defendants' actions.

12 740.1022. Plaintiffs and Class members have conferred a direct economic
13 benefit upon Defendants, in the nature of revenue resulting from unlawful
14 overcharges paid by Plaintiffs and the Class members and accepted and retained by
15 Defendants, to the economic detriment of Plaintiffs and Class members.

16 741.1023. Defendants were aware of or appreciated the benefit bestowed
17 upon them by Plaintiffs and Class members.

18 ~~1024. Defendants wrongfully concealed the facts alleged herein giving rise~~
19 ~~to the their unlawful conduct. Until July 23, 2015, Utah Plaintiffs did not discover~~
20 ~~and could not have reasonably discovered their claim.~~

21 742.1025. Under the circumstances, it would be inequitable for
22 Defendants to retain such benefits without compensating Plaintiffs and Class
23 Members.

24 **SEVENTY-SEVENTH CLAIM FOR RELIEF**

25 **~~SEVENTY-SIXTH CLAIM FOR RELIEF~~**

26 **(By Plaintiffs Stephanie Gipson and Jennifer A. Nelson**
27 **On Behalf of the Vermont Class)**

28 743.1026. Plaintiffs Stephanie Gipson and Jennifer A. Nelson, on behalf

1 of themselves and the Vermont Class, repeat and reassert each of the allegations
2 contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

3 ~~744.1027.~~ Plaintiffs Stephanie Gipson and Jennifer A. Nelson purchased
4 ~~PSPs~~Packaged Tuna within the State of Vermont during the Class Period. But for
5 Defendants' conduct set forth herein, the price per unit of ~~PSPs~~Packaged Tuna
6 would have been lower, in an amount to be determined at trial.

7 ~~745.1028.~~ Defendants unlawfully overcharged end payers, who made
8 purchases of Defendants' ~~PSPs~~Packaged Tuna in Vermont at prices that were more
9 than they would have been but for Defendants' actions.

10 ~~746.1029.~~ Plaintiffs and Class members have conferred an economic
11 benefit upon Defendants, in the nature of revenue resulting from unlawful
12 overcharges to the economic detriment of Plaintiffs and Class Members.

13 ~~747.1030.~~ Defendants accepted the benefit bestowed upon them by
14 Plaintiffs and Class members.

15 ~~1031. Defendants wrongfully concealed the facts alleged herein giving rise~~
16 ~~to their unlawful conduct. As a result, the objective facts necessary to put the~~
17 ~~Vermont Plaintiffs and the Class on notice of such facts was not available until~~
18 ~~July 23, 2015. As a result, the period prior to the discovery of this unlawful~~
19 ~~conduct should be excluded in determining the time limited for the commencement~~
20 ~~of this action.~~

21 ~~748.1032. Under the circumstances, it would be inequitable for~~
22 ~~Defendants to retain such benefits without compensating Plaintiffs and Class~~
23 ~~members.~~

24 **SEVENTY-EIGHTH CLAIM FOR RELIEF**

25 ~~749. Under the circumstances, it would be inequitable for Defendants to~~
26 ~~retain such benefits without compensating Plaintiffs and Class members.~~

27 ##

28 ##

SEVENTY-SEVENTH CLAIM FOR RELIEF

**(By Plaintiffs Diana Mey and Jade Canterbury
On Behalf of the West Virginia Class)**

1
2
3 750.1033. Plaintiffs Diana Mey and Jade Canterbury, on behalf of
4 themselves and the West Virginia Class, repeat and reassert each of the allegations
5 contained in paragraphs 1 to ~~166363~~ as if fully set forth herein.

6 751.1034. Plaintiffs Diana Mey and Jade Canterbury purchased
7 ~~PSPs~~Packaged Tuna within the State of West Virginia during the Class Period. But
8 for Defendants' conduct set forth herein, the price per unit of ~~PSPs~~Packaged Tuna
9 would have been lower, in an amount to be determined at trial.

10 752.1035. Defendants unlawfully overcharged end payers, who made
11 purchases of Defendants' ~~PSPs~~Packaged Tuna in West Virginia at prices that were
12 more than they would have been but for Defendants' actions.

13 753.1036. Plaintiffs and Class members have conferred an economic
14 benefit upon Defendants, in the nature of revenue resulting from unlawful
15 overcharges to the economic detriment of Plaintiffs and Class members.

16 754.1037. Defendants were aware of or appreciated the benefit bestowed
17 upon them by Plaintiffs and Class members.

18 755.1038. ~~Under the circumstances, it would be inequitable for~~
19 ~~Defendants to retain such benefits without compensating Plaintiffs and Class~~
20 ~~members.~~

SEVENTY-EIGHTH CLAIM FOR RELIEF

21
22 1039. Defendants wrongfully concealed the facts alleged herein giving rise
23 to their unlawful conduct. Until July 23, 2015, West Virginia Plaintiffs did not
24 discover and could not in the exercise of reasonable diligence have discovered the
25 alleged concealed facts or Defendants' wrongful conduct.

26 1040. Under the circumstances, it would be inequitable for Defendants to
27 retain such benefits without compensating Plaintiffs and Class members.
28

SEVENTY-NINTH CLAIM FOR RELIEF

**(By Plaintiffs ~~Jessica Breitbach and Kenneth Dunlap~~Michael Juetten, Kathy Lingnofski, Julie Wiese,
and Daniel Zwirlein On Behalf of the Wisconsin Class)**

~~756.1041.~~ Plaintiffs ~~Jessica Breitbach~~Michael Juetten, Kathy Lingnofski, Julie Wiese, and ~~Kenneth Dunlap~~Daniel Zwirlein, on behalf of themselves and the Wisconsin Class, repeat and reassert each of the allegations contained in paragraphs 1 to ~~166~~363 as if fully set forth herein.

~~757.1042.~~ Plaintiffs ~~Jessica Breitbach~~Michael Juetten, Kathy Lingnofski, Julie Wiese, and ~~Kenneth Dunlap~~Daniel Zwirlein purchased PSPsPackaged Tuna within the State of Wisconsin during the Class Period. But for Defendants' conduct set forth herein, the price per unit of PSPsPackaged Tuna would have been lower, in an amount to be determined at trial.

~~758.1043.~~ Defendants unlawfully overcharged end payers, who made purchases of Defendants' PSPsPackaged Tuna in Wisconsin at prices that were more than they would have been but for Defendants' actions.

~~759.1044.~~ Plaintiffs and Class members have conferred an economic benefit upon Defendants, in the nature of revenue resulting from unlawful overcharges to the economic detriment of Plaintiffs and Class members.

~~760.1045.~~ Defendants appreciated the benefit bestowed upon them by Plaintiffs and Class Members.

1046. Defendants wrongfully concealed the facts alleged herein giving rise to their unlawful conduct. Until July 23, 2015, Wisconsin Plaintiffs did not discover and could not in the exercise of reasonable diligence have discovered their injury or that Defendants' unlawful conduct likely caused such injury.

~~761.1047.~~ Under the circumstances, it would be inequitable for Defendants to retain such benefits without compensating Plaintiffs and Class members.

PRAYER FOR RELIEF

1
2 Accordingly, Plaintiffs, on behalf of themselves and the Classes of all others
3 so similarly situated, respectfully requests that:

4 a) The Court determine that each of the claims alleged in this Complaint
5 may be maintained as a class action claims under Rule 23(a), (b)(2), and (b)(3) of
6 the Federal Rules of Civil Procedure, and direct that reasonable notice of this
7 action, as provided by Rule 23(c)(2) of the Federal Rules of Civil Procedure, be
8 given to each and every member of the Classes once certified;

9 b) The unlawful conduct alleged herein be adjudged and decreed in
10 violation of ~~Section 1 of the Sherman Act, Section 3 of the Clayton Act~~, the listed
11 state antitrust laws, state consumer protection laws, and common law;

12 c) Plaintiffs and the members of the Classes recover damages, to the
13 maximum extent allowed under applicable state law, and that a joint and several
14 judgment in favor of Plaintiffs and the members of such Classes be entered against
15 Defendants in an amount to be trebled to the extent such laws permit;

16 d) Plaintiffs and the members of the Classes recover damages, to the
17 maximum extent allowed by applicable state law , in the form of restitution and/or
18 disgorgement of profits unlawfully gained from them;

19 e) Defendants, their affiliates, successors, transferees, assignees and
20 other officers, directors, partners, agents and employees thereof, and all other
21 persons acting or claiming to act on their behalf or in concert with them, be
22 permanently enjoined and restrained from in any manner continuing, maintaining
23 or renewing the conduct, contract, conspiracy, or combination alleged herein, or
24 from entering into any other contract, conspiracy, or combination having a similar
25 purpose or effect, and from adopting or following any practice, plan, program, or
26 device having a similar purpose or effect;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLC**
THEODORE B. BELL
CARL MALMSTROM
One South Dearborn St., Suite 2122
Chicago, IL 60603
Telephone: 312/984-0000
Facsimile: 312/212-4401
tbell@whafh.com
malmstrom@whafh.com

*Interim Lead Counsel for the End Payer
Plaintiffs*

LOCKRIDGE GRINDAL NAUEN PLLP
HEIDI M. SILTON
KAREN H. RIEBEL
hmsilton@locklaw.com
khriebel@locklaw.com
100 Washington Ave. South
Minneapolis, MN 55401
Telephone: 612/339-6900
Facsimile: 612/339-0981

POMERANTZ LLP
hmsilton@locklaw.com
khriebel@locklaw.com

**SHEPHERD FINKELMAN MILLER &
SHAH LLP**
JAYNE GOLDSTEIN
~~1792 Bell Tower Lane~~ 1625 N. Commerce
Pkwy, Suite 203320
Weston, FL 33326
Telephone: ~~954/315.3454866/849-7545~~
Facsimile: ~~954/315.3455866/300-7367~~
~~jagoldstein@pomlaw~~ jagoldstein@sfnslaw.com

m

**CASEY GERRY
SCHENK FRANCAVILLA
BLATT & PENFIELD LLP**
DAVID S. CASEY, JR.
GAYLE M. BLATT
JEREMY ROBINSON
CAMILLE GUERRA
110 Laurel Street
San Diego, CA 92101
Telephone: 619/238-1811
Facsimile: 619/544-9232
dcasey@cglaw.com
gmb@cglaw.com
jrobinson@cglaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

camille@cglaw.com

PRITZKER LEVINE LLP
ELIZABETH PRITZKER
~~SHIHO YAMAMOTO~~
BETHANY CARACUZZO
180 Grand Ave., Suite 1390
Oakland, CA 94612
Telephone: 415/692-0772
Facsimile: 415/366-6110
ecp@pritzkerlevine.com
sy@pritzkerlevine.com

LEVI & KORSINSKY LLP
NANCY KULESA
30 Broad St., 24th Floor
New York, NY 1004
Telephone: 212/363-7500
Facsimile: 212/363-7171
nkulesa@zlk.com

ZOLL & KRANZ LLC
MICHELLE KRANZ
6620 West Central Ave.
Suite 100
Toledo, OH 43617
Telephone: 419/841-9623
Facsimile: 419/841-9719
michelle@toledolaw.com

GAINEY, McKENNA & EGLESTON
THOMAS J. McKENNA
tjmckenna@gme-law.com
440 Park Avenue South
New York, NY 10016
Telephone: 212/983-1300
Facsimile: 212/983-0383
tjmckenna@gme-law.com

THE OLIVER LAW GROUP PC
ALYSON OLIVER
363 W. Big Beaver Rd., Suite 200
Troy, MI 48084
Telephone: 248/327-6556
Facsimile: 248/436-3385
aoliver@oliverlg.com

BOTTINI & BOTTINI, INC.
FRANCIS A. BOTTINI, JR.
7817 Ivanhoe Ave., Suite 102
La Jolla, CA 92037
Telephone: 858/914.2001
Facsimile: 858/914.2002

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

fbottini@bottinilaw.com

ZIMMERMAN LAW OFFICES PC
THOMAS A. ZIMMERMAN, JR.
MATTHEW C. DE RE
77 West Washington Street, Suite 1220
Chicago, IL 60602
Telephone: 312/440-0020
Facsimile: 312/440-4180
tom@attorneyzim.com
matt@attorneyzim.com

LAURENCE D. PASKOWITZ, ESQ.
208 East 51st St., Suite 380
New York, NY 10022
Telephone: 212/685.0969
Facsimile: 212/685.2306
lpaskowitz@pasklaw.com

SUSAN A. BERNSTEIN
200 Highland Avenue, Suite 306
Needham, MA 02494-3035
Telephone: 781/290-5858
Facsimile: 781/247-4266
susan@sabernlaw.com

~~**BLOCK & LEVITON LLP**~~
~~WHITNEY E. STREET~~
~~LESLEY E. WEAVER~~
~~520 3rd Street, Suite 108~~
~~Oakland, CA 94607~~
~~Telephone: 415/968-8999~~
~~Facsimile: 617/507-6020~~
~~wstreet@blockesq.com~~
~~lweaver@blockesq.com~~

~~**BLOCK & LEVITON LLP**~~
~~ERICA G. LANGSEN~~
~~155 Federal Street, Suite 400~~
~~Telephone: 617/398-5600~~
~~Facsimile: 617/507-6020~~
~~elangsen@blockesq.com~~

BAILEY GLASSER LLP
ERIC B. SNYDER
KATHERINE E. CHARONKO
209 Capitol St.
Charleston, WV 25301
Telephone: 304/345-6555
Facsimile: 304/342-1110
esnyder@baileyglasser.com
kcharonko@baileyglasser.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STRAUS & BOIES, LLP
TIMOTHY D. BATTIN
NATHAN M. CIHLAR
CHRISTOPHER V. LE
CARLA M. VOIGT
4041 Fairfax Drive, Fifth Floor
Fairfax, VA 22201
Telephone: 703/764-8700
Facsimile: 703/764-8704
tbattin@straus-boies.com
ncihlar@straus-boies.com
cle@straus-boies.com
cvoigt@straus-boies.com

**TRUMP, ALIOTO, TRUMP &
PRESCOTT, LLP**
MARIO N. ALIOTO
LAUREN C. CAPURRO
2280 Union Street
San Francisco, CA 94123
Telephone: 415/563-7200
Facsimile: 415/346-0679
lauren russell@tatp.com

**SANDIA CASCADE LEGAL GROUP,
PLLC**
ROBERT TAYLOR-MANNING
1800 S. Jackson Street, #123
Seattle, WA 98144
Telephone: 206/292-6300
Facsimile: 206/292-6301
rtm@taylor-manning.net

**STOLL-STOLL BERNE LOKTING
& SHLACHTER P.C.**
KEITH S. DUBANEVICH
STEVE D. LARSON
MARK A. FRIEL
209 SW Oak Street, Suite 500
Portland, OR 97204
Telephone: 503/227-1600
Facsimile: 503/227-6840
kdubanevich@stollberne.com
slarson@stollberne.com
mfriel@stollberne.com

LAW OFFICE OF JERALD M. STEIN
JERALD M. STEIN
PO Box 1011
835 Main Street
Margaretville, NY 12455-1011
Telephone: 845/586-6111
Facsimile: 845/586-2815

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

jmsteinlaw@gmail.com

SULLIVAN HILL
DONALD G. REZ
550 West C Street, 15th Floor
San Diego, CA 92101
Telephone: 619/233-4100
Facsimile: 619/231-4372
rez@sullivanhill.com

~~**GREGORY J. SEMANKO, P.A.**~~
~~GREGORY J. SEMANKO~~
~~23427 735th Ave.~~
~~Dassel, MN 55325~~
~~Telephone: 612/226-0262~~
~~Facsimile: 320/275-1999~~
~~gregoryjsemankopajr@embarqmail.com~~

ZELLE LLP
CHRISTOPHER T. MICHELETTI
JUDITH A. ZAHID
~~JIANGXIAO ATHENA HOU~~
~~QIANWEI FU~~
44 Montgomery Street, Suite 3400
San Francisco, CA 94104
Telephone: 415/693-0700
Facsimile: 415/693-0770
cmicheletti@zelle.com
jzahid@zelle.com
~~ahouqfu@zelle.com~~

THE KRALOWEC LAW GROUP
KIMBERLY A. KRALOWEC
KATHLEEN STYLES ROGERS
CHAD A. SAUNDERS
44 Montgomery Street, Suite 1210
San Francisco, CA 94104
Telephone: 415/546-6800
Facsimile: 415/546-6801
kkralowec@kraloweclaw.com
krogers@kraloweclaw.com
csaunders@kraloweclaw.com

HULETT HARPER STEWART LLP
KIRK B. HULETT
DENNIS STEWART
550 West C St., Suite 1500
San Diego, CA
Telephone: 619/338-1133
Facsimile: 619/338-1139
kbh@huletttharper.com
dstewart@huletttharper.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KIRBY MCINERNEY LLP
ROBERT J. GRALEWSKI , JR.
600 B Street, Suite 1900
San Diego, CA 92101
Telephone: 619/398-6255
bgralewski@kmlp.com

~~**NICHOLAS AND TOMASEVIC**~~
~~CRAIG MCKENZIE NICHOLAS~~
~~**NICHOLAS AND TOMASEVIC**~~
ALEX M. TOMASEVIC
225 Broadway Suite 1900
San Diego , CA 92101
Telephon: 619/325-0492
Facsimile: 619/325-0496
cnicholas@nicholaslaw.org
atomasevic@nicholaslaw.org

ADEMI & O'REILLY, LLP
SHPETIM ADEMI
MARK ELDRIDGE
3620 East Layton Avenue
Cudahy , WI 53110
Telephone: 414/482-8000
sademi@ademilaw.com
meldridge@ademilaw.com

FINKELSTEIN THOMPSON, LLP
~~ROSEMARY M. RIVAS~~
~~One California Street~~**DOUGLAS G.**
~~THOMPSON, JR.~~
MICHAEL G. McLELLAN
~~James Place~~
~~1077 30th St, NW, Suite 900~~**150**
~~San Francisco, CA 94111~~
~~Washington, DC 20007~~
Telephone: ~~415/398-8700~~**202/337-8000**
Facsimile: ~~415/398-8704~~**202/337-8090**
~~rrivasdthompson@finkelsteinthompson.com~~
mmclellan@finkelsteinthompson.com

WILSON TURNER KOSMO LLP
FREDERICK WILLIAM KOSMO, JR.
550 West C Street Suite 1050
San Diego , CA 92101-3532
Telephone: 619/236-9600
Facsimile: 619/236-9669
fkosmo@wilsonturnerkosmo.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BLOOD HURST & O'REARDON LLP

TIMOTHY GORDON BLOOD
PAULA R. BROWN
THOMAS J. O'REARDON
701 B Street, Suite 1700
San Diego, CA 92101
Telephone: 619/338-1100
Facsimile: 619/338-1101
tblood@bholaw.com
pbrown@bholaw.com
toeardon@bholaw.com

GUSTAFSON GLUEK PLLC

DANIEL E. GUSTAFSON
DANIEL C. HEDLUND
Canadian Pacific Plaza
120 So. 6th St., Ste. 2600
Minneapolis, MN 55402
Telephone: 612/333-8844
Facsimile: 612/339-6622
dgustafson@gustafsongluek.com
dhedlund@gustafsongluek.com

GROSS & KLEIN, LLP

STUART GEORGE GROSS
The Embarcadero Pier 9, Suite 100
San Francisco, CA 94111
Telephone: 415/671-4628
Facsimile: 415/480-6688
sgross@grosskleinlaw.com

SAFIRSTEIN METCALF LLP

PETER G. SAFIRSTEIN
1250 Broadway, 27th Floor
New York, NY 10001
Telephone: 212/201-2855
psafirstein@safirsteinmetcalf.com

*Additional Counsel for the End Payer
Plaintiffs*

SHELF.STABLE.SEAFOOD:22939v4.complaint 23884v.2

1 Betsy C. Manifold (182450)
 manifold@whafh.com
 2 Rachele R. Rickert (190634)
 rickert@whafh.com
 3 **WOLF HALDENSTEIN ADLER**
FREEMAN & HERZ LLP
 4 750 B Street, Suite 2770
 San Diego, CA 92101
 5 Telephone: 619/239-4599
 6 Facsimile: 619/234-4599

7 *Interim Lead Counsel for the End Payer Plaintiffs*

8 [Additional Counsel Listed on Signature Page]

9
 10 **UNITED STATES DISTRICT COURT**
 11 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
 12

<p>13 IN RE: PACKAGED SEAFOOD 14 PRODUCTS ANTITRUST LITIGATION</p>	<p>Case No. 15-MD-2670 JLS (MDD)</p>
---	--------------------------------------

PROOF OF SERVICE

<p>15 This Document Relates To: 16 The Indirect Purchaser End Payer Actions 17</p>	<p>JUDGE: Hon. Janis L. Sammartino CTRM: 4A (4th Fl.—Schwartz)</p>
--	---

18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28

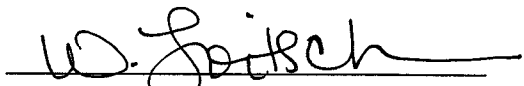
1 I, Windy Loritsch, the undersigned, declare:

2 1. That declarant is and was, at all times herein mentioned, a resident of the
3 County of San Diego, over the age of 18 years, and not a party to or interested in the
4 within action; that declarant's business address is 750 B Street, Suite 2770, San
5 Diego, California 92101.

6 2. That on May 8, 2017, I filed the following documents with the Clerk of the
7 United States District Court for the Southern District of California by using the
8 Court's CM/ECF system, which will send notifications of such filings to all counsel
9 of record:

10 **[REDACTED] SECOND AMENDED CONSOLIDATED CLASS**
11 **ACTION COMPLAINT OF THE INDIRECT PURCHASER END**
12 **PAYER PLAINTIFFS**

13 I declare under penalty of perjury under the laws of the State of California
14 that the foregoing is true and correct. Executed this 8th day of May, 2017.

15
16 
17 WINDY LORITSCH
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

TUNA:22699