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MAUREEN G. KELLY
LAKE CO. CLERK OF COURT

**STATE OF OHIO
IN THE COURT OF COMMON PLEAS OF LAKE COUNTY
CIVIL DIVISION**

BRYAN ANTHONY REO
7143 Rippling Brook Lane
Mentor, OH 44060

Plaintiff,

v.

BUMBLE BEE FOODS
280 Tenth Ave
San Diego, CA 92101

Defendant.

18CV000832
RICHARD L. COLLINS JR

REO LAW, LLC
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PLAINTIFF'S COMPLAINT
(JURY DEMAND ENDORSED HEREON)

BRYAN ANTHONY REO (Plaintiff), alleges the following against BUMBLE BEE FOODS (Defendant):

I. INTRODUCTION

1. Plaintiff sues Defendant for statutory violations of the Consumer Sales Practices Act, R.C. § 1345.01 *et seq.* ("CSPA"), Civil action for damages for criminal act R.C. § 2307.60, and common law fraud.

II. PARTIES

2. Plaintiff is an adult natural person who is domiciled in Lake County, State of Ohio.
3. Bumble Bee Foods LLC (“Defendant”) is a corporate entity existing by and through the laws of the State of Delaware, with its headquarters in California, which does business in the State of Ohio. Defendant does business as Bumble Bee Foods LLC and maintains an interactive commercial website at [http:// www.bumblebee.com/](http://www.bumblebee.com/), which is accessible to Ohio residents.

III. JURISDICTION AND VENUE

4. This Court enjoys subject matter jurisdiction over the instant civil action because the amount in controversy exceeds five hundred dollars (\$500.00) and involves a claim for violations of R.C. § 2305.01;
5. This Court enjoys personal jurisdiction over Defendant because Defendant transacted business in the State of Ohio thereby causing Plaintiff’s causes of action against Defendant to arise and because Defendant caused tortious injury to Plaintiff in the State of Ohio by an act outside of the State of Ohio that was committed by Defendant with the purpose of injuring Plaintiff when Defendant might reasonably have expected that Plaintiff would be injured in the State of Ohio. R.C. § 2307.382(A)(1) and (6); Civ.R. 4.3(A)(1) and (9). Defendant also committed criminal acts that victimized Plaintiff in the state of Ohio.
6. Venue is proper with this Court because Plaintiff resides in Lake County, State of Ohio, and the Court’s personal jurisdiction over Defendant exists via Civ.R. 4.3. Civ.R. 3(B)(7).

IV. STATEMENT OF FACTS

7. Plaintiff is a consumer who engaged in multiple consumer transactions for the purchase of Defendant's products, cans of Bumblebee chunk light tuna fish and solid white albacore tuna fish. Plaintiff is also a crime victim who was the victim of criminal conduct on the part of Defendant.
8. Throughout 2011, 2012, 2013 [based on the guilty plea], and upon information and belief, into 2014, 2015, 2016, and 2017, Defendant engaged in a conspiracy with two other leading canned tuna fish manufacturers, Star Kist and Chicken of the Sea, for the purpose of establishing an illegal trust to facilitate the increasing, fixing, and maintaining or prices of canned tuna fish.
9. Defendant entered a plea of guilty to a one-count indictment of felony price-fixing in May of 2017 in United States District Court for the Northern District of California.
10. A guilty plea was entered by Stephen Hodge, a former senior vice president of sales for Starkist based on a criminal information originally filed in United States District Court for the Northern District of California in May of 2017. Defendant perpetrated criminal conduct in conjunction with Starkist in a conspiracy against trade.
11. Two executives of Defendant Bumble Bee Foods pled guilty to price-fixing charges in December of 2016.
12. The Chief Executive Officer of Defendant, Christopher Lischewski, was indicted on or about May 18, 2018 in United States District Court for the Northern District of California due to his involvement in the conspiracy against trade via price fixing.

13. The full extent of Defendant's price-fixing scheme has just begun to come to light and it is obvious that at least as recently as 2013 [according to the Department of Justice] that the prices of cans of tuna were being artificially maintained and fixed due to a criminal conspiracy entered into by Defendant Bumble Bee Foods, Starkist and Chicken of the Sea. In May of 2017 Plaintiff discovered that he was the victim of a crime perpetrated by Defendant.
14. Plaintiff purchased at least 100 cans of defendant's tuna-fish from between the period of 2011 and 2013, and at least another 100 cans of Defendant's tuna-fish between the period of 2014-2017.
15. When Plaintiff purchased the cans there was an implicit representation made by Defendant to Plaintiff that the purchase price was a fair price reflecting the market price of the tuna fish and that the price was not the result of a criminal conspiracy to fix and maintain prices among the major manufacturers.
16. Plaintiff relied upon the representation made by Defendant, reflected in the price, that the price was indeed a genuine fair market price and was not the result of a criminal conspiracy to fix prices in a manner explicitly prohibited by law.
17. Because of Plaintiff's reliance under Defendant's implicit representation Plaintiff suffered a detriment and a damage by relying upon Defendant's implicit representation which was made by Defendant knowing that Plaintiff would rely upon it while Defendant also knew the representation was false due to the ongoing nature of Defendant's criminal conspiracy. Defendant either implicitly represented or made a material omission regarding the nature and basis of the price and the fact that the price was set in an illegal manner.

18. Plaintiff purchased a large volume of goods from Defendant at a price that was indeed not a fair market price but rather a price set as the result of criminal collusion contrary to relevant laws pertaining to trusts and monopolies.
19. Plaintiff suffered damages in so much that he wound up paying artificially higher prices that were artificially higher due to Defendant's criminal conduct in fixing prices, conduct which constituted the perpetration of a fraud upon the Plaintiff.
20. Plaintiff was deceived and damaged by Defendant's unfair practices in connection with each and every consumer transaction that occurred, with a separate transaction occurring with each can purchased.
21. Defendant acted in a manner that was deceptive and unfair in connection with a consumer transaction by colluding with other manufacturers to criminally fix and maintain the prices of canned tuna.
22. Plaintiff was harmed as a direct result of Defendant's criminal conduct and Plaintiff is the victim of a crime as detailed by R.C. § 2307.60 and has suffered damages as a result of the crime.
23. Not only was Defendant's conduct unfair and deceptive in connection with a consumer transaction, but the conduct was criminal and Plaintiff was victimized and damaged as a result of the criminal conduct.
24. Plaintiff is a crime victim within the scope of R.C. § 2307.60 for purposes of having a civil cause of action against Defendant arising out of Defendant's criminal conduct which impacted and victimized Plaintiff.
25. Defendant engaged in a conspiracy against trade contrary to Ohio law by operating in conjunction with the other two major industry giants to effectively create a monopoly as

that term is used and defined in R.C. § 1331.01 et seq. in a manner done to increase, maintain, or fix a price.

V. CAUSES OF ACTION

COUNT I STATUTORY VIOLATIONS OF THE CSPA

26. Plaintiff incorporates by reference Paragraphs 1-24 and 33-52 of this Complaint as if each is set forth herein.
27. Defendant is a “person” as defined by R.C. § 1345.01(B).
28. Defendant is a “supplier” as defined by R.C. § 1345.01(C).
29. Plaintiff is a “consumer” as defined by R.C. § 1345.01(D).
30. A “consumer transaction” as defined by R.C. § 1345.01(A) occurred whenever Defendant fixed and maintained prices on the cans of tuna fish, entered them into the stream of commerce, and the goods [cans of tuna fish] were ultimately sold to Plaintiff at those criminally fixed and maintained prices.
31. Defendant committed unfair and deceptive acts in connection with a consumer transaction when Defendant violated R.C. § 1345.02 by knowingly fixing and maintaining prices on cans of tuna fish and then allowing the cans to enter the stream of commerce to be sold to consumers such as Plaintiff. Plaintiff is statutorily entitled to three (3) times the amount of Plaintiff’s actual economic damages or two hundred dollars (\$200.00)—whichever is greater—, plus an amount not exceeding five thousand dollars (\$5,000.00) in noneconomic damages for violations of the OCSPA. R.C. § 1345.09(B) per violation. Defendant’s conduct in fixing and maintaining prices was expressly in violation of R.C. § 1331.04 which prohibits conspiracy against trade.

32. Since Defendant knowingly committed an act or practice that violates the OCSPA, Plaintiff may be awarded reasonable attorney's fees to litigate the instant civil action. R.C. § 1345.09(F)(2).
33. Defendant committed two hundred (200) violations of Count I of Plaintiff's Complaint.

**COUNT II
COMMON LAW FRAUD**

34. Plaintiff incorporates by reference Paragraphs 1-33 and 42-53 of this Complaint as if each is set forth herein.
35. Defendant made implicit representations that it was conducting business in accordance with the relevant laws prohibiting conspiracy against trade and prohibiting the fixing and maintaining of prices.
36. Defendant's representations were reflected in the prices affixed to each can of tuna fish that Defendant entered into the stream of commerce.
37. Plaintiff relied upon the representation implicit in the price advertised by Defendant that the price of Defendant's product was not only a fair market price but a legal and permissible price that was set in accordance with the law and was not the result of an illegal conspiracy to fix and maintain a price in collusion with Defendant's primary competitors in the industry.
38. Defendant knew or should have known that Plaintiff would rely upon its implicit representation when making a purchasing decision regarding Defendant's product.
39. Defendant made the representation about its price hoping to obtain Plaintiff's reliance.
40. Plaintiff did indeed rely upon the implicit representation that the price was not only fair but was also objectively legal.

41. Because Plaintiff relied upon the representations made by Defendant Plaintiff suffered a detriment in that he wound up paying an artificially higher price that was the result of Defendant benefiting from Plaintiff's reliance upon Defendant's implicit representation regarding the price being legal and fair or omission of the material fact that the price was not a fair market price but rather was an illegal price.

COUNT III
STATUTORY CRIMINAL LIABILITY AGAINST DEFENDANT

42. Plaintiff incorporates by reference Paragraphs 1-41 and 52-53 of this Complaint as if each is set forth herein.

43. It constitutes a criminal act in the State of Ohio to conspire against trade by R.C. § 1331.04.

44. Defendant has operated as a "Trust" as defined by R.C. § 1331.01(C)(1) which is declared unlawful and void, R.C.

45. Defendant has operated as a trust for the purpose of increasing prices and to fix and maintain prices as a conspiracy against trade .

46. Defendant conspired with other corporate entities to increase, fix, and/or maintain the prices of their tuna fish products, this activity on the part of Defendant constitutes the operation of a "trust" as defined by R.C. § 1331.01(C)(1)

47. Defendant operated a trust for the purpose of promoting and engaging in conspiracy against trade.

48. It constitutes a crime [specifically it is a felony offense] to engage in a conspiracy against trade.

49. Plaintiff may seek recovery for criminal conduct which if prosecuted would constitute a felony. R.C. § 2307.60(B)(2)(b) and R.C. § 2307.60(B)(2)(c).

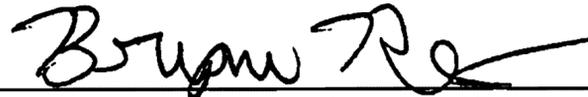
50. Conspiracy against trade is either a felony of the fifth degree R.C. § 1331.99(A)(1) or a felony of the fourth degree R.C. § 1331.99(A)(2) depending on the particular circumstances and amounts involved.
51. Defendant is liable to Plaintiff for engaging in criminal acts that resulted in Plaintiff suffering damages. R.C. § 2307.60.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court will:

52. Enter judgment against Defendant in Plaintiff's favor in an amount that does not exceed sixty-five thousand (\$65,000.00) dollars for general damages, statutory damages, treble damages, punitive damages, exemplary damages, attorney's fees (as applicable), and costs; Plaintiff is seeking \$200.00 per CSPA count in statutory and treble damages and additionally no more than \$100.00 per CSPA violation in non-economic damages per CSPA count, for a total amount of \$65,000 inclusive of all damages, costs of the action, court costs, and attorney's fees.
53. Award any and all other relief to which Plaintiff is entitled as a matter of law or equity.

RESPECTFULLY SUBMITTED,



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JURY TRIAL DEMAND

Plaintiff respectfully demands a trial by jury on all of the issues set forth herein that are triable by right. Civ.R. 38.