

FILED
2022 FEB 14 09:00 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 22-2-02227-2 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

Seth Reynolds,)
A Safeway online delivery customer,)
And all others similarly situated)
throughout Washington State and)
The United States of America,)
)
Plaintiffs,)
)
v.)
)
Safeway, Inc., a grocery store operator,)
and Albertson’s LLC, a grocery store operator,)
)
)
Defendants.)
_____)

NO.
COMPLAINT FOR THE TORT OF
FRAUDULENT INDUCEMENT AND
VIOLATION OF THE CONSUMER
PROTECTION ACT

COMES NOW Plaintiffs, by and through their attorney, Seth M. Reynolds, and alleges:

PARTIES

1.1 Plaintiff-Seth Reynolds (Reynolds) is a resident of King County, Washington who used Safeway’s/Albertson’s online grocery delivery service.

1.2 Plaintiffs-All others similarly situated throughout Washington State, namely all individuals who used Safeway’s/Albertson’s online grocery delivery service within the past 4 years.

1.3 Plaintiffs-All others similarly situated throughout the United States of America, namely all individuals who used Safeway’s/Albertson’s online grocery delivery service within the past 4 years.

SETH REYNOLDS, ESQ.
4780 32nd Ave. S #105
Seattle, WA 98118
seth@robertreynoldslaw.com
Tel: 801-427-9025

1 1.4 Defendant-Safeway, Inc. (Safeway) a grocery store operator doing business in King
2 County, Washington.

3 1.5 Defendant- Albertson’s, LLC. (Albertson’s) a grocery store operator, and owner of
4 Safeway, Inc., doing business in King County, Washington.

5
6 **BACKGROUND**

7 2.1 Safeway advertises at all its physical locations that home delivery is available through an
8 online ordering platform.

9 2.2 The home page of Safeway’s online deliver service explicitly states, “You will pay the
10 prices, fees, and other charges, and receive the promotions, offers, discounts, and savings applicable to
11 your order at the time of online checkout, regardless of the date of scheduled delivery/pickup.”

12 2.3 On January 4, 2022, Reynolds was induced by this representation to place an order
13 through Safeway’s online delivery service.

14 2.4 As part of that order, Reynolds requested 3 Signature Farms Boneless Skinless Chicken
15 Breasts Value Pack – 4 lbs. (Chicken Packs) at a price of \$11.96 each or \$2.99 per pound.

16 2.5 When the order arrived, Reynolds received 2 Chicken Packs.

17 2.6 The Chicken Packs were charged at \$16.16 each.

18 2.7 One Chicken Pack weighed 3.60 lbs.

19 2.8 The other Chicken Pack weighed 2.93 lbs.

20 2.9 The per pound price listed on both Chicken Packs was \$4.49.

21 2.10 Reynolds believed he would be charged \$2.99 per pound for whatever Chicken Packs
22 were actually delivered based on the representations made on Safeway’s website.

23 2.11 Safeway did not honor its delivery policy of charging the price or applying the discount
24 applicable to the Chicken Packs at the time of online check-out.

25 2.12 Safeway also overcharged for one Chicken Pack by charging the greater fee of the two
26 Chicken Packs for both Chicken Packs even though one was lighter than the other.

27 2.13 If Safeway had honored its online order policy, Reynolds would have been charged
28 \$10.76 for one of the Chicken Packs and \$8.76 for the other.

29 2.14 Accordingly, Reynolds was deceptively induced into a contract which overcharged him
30 by \$12.80 both by not honoring the promotion and/or price available at the time of ordering and by
31 charging for a greater quantity of chicken than was actually delivered.

SETH REYNOLDS, ESQ.
4780 32nd Ave. S #105
Seattle, WA 98118
seth@robertreynoldslaw.com
Tel: 801-427-9025

1 2.15 Safeway is wholly owned and managed by Albertson's.

2 2.16 Safeway and Albertson's both use the same online ordering system and have the same
3 online ordering policies.

4 2.17 Every online order through an Albertson's property throughout Washington and
5 throughout the United States started on the page which stated, "You will pay the prices, fees, and other
6 charges, and receive the promotions, offers, discounts, and savings applicable to your order at the time
7 of online checkout, regardless of the date of scheduled delivery/pickup."

8 2.18 Any misrepresentations on Safeway's online ordering is present in the online ordering of
9 every Albertson's owned or operated website, store, business, property or subsidiary.

10 2.19 Albertson's owns or operates about 2,278 stores throughout 34 states and Washington
11 D.C.

12 2.20 In 2020, Albertson's had about \$69B in sales, a gross revenue of \$7.5B, and a net income
13 of \$466M.

14 2.21 Albertson's has over 33 million weekly customers, over 27 million rewards member and
15 operates its delivery business in 12 of the 15 largest US markets.

16 2.22 Albertson's is ranked #1 or #2 by market share in 69% of metropolitan statistical areas.

17 2.23 If Albertson's/Safeway only received one customer per store per day to a comparable
18 degree that it received Reynolds, over the past 4 years, it has defrauded various class members by
19 about \$43M.

20
21 **CLAIMS**

22 3. Violation of the CPA.

23 3.1 Safeway and Albertson's have violated RCW 19.86.020 by deceptively advertising a
24 pricing policy on their websites and, after thereby inducing orders, failing to apply it or changing it.

25 3.2 Safeway and Albertson's have violated RCW 19.86.020 by agreeing to charge one price
26 for a product and then later unilaterally charging a higher price without consent and/or notification.

27 3.3 Safeway and Albertson's have violated RCW 19.86.020 by charging a uniform price for
28 products advertised as having a per weight price when the weight of the delivered products differed
29 from each other and/or the product advertised.

30 3.4 Pursuant to RCW 19.86.090, Safeway and Albertson's are liable to Plaintiffs for a) actual
31 harm its actions caused, b) treble damages and c) attorney fees and costs.

SETH REYNOLDS, ESQ.
4780 32nd Ave. S #105
Seattle, WA 98118
seth@robertreynoldslaw.com
Tel: 801-427-9025

1 3.5 Pursuant to RCW 19.86.140, Safeway and Albertson's are liable for a civil penalty of
2 \$2,000 per violation of the CPA.

3
4 4. Fraudulent Inducement.

5 4.1 Safeway and Albertson's have committed the tort of fraudulent inducement through the
6 same actions which constitute a violation of the CPA.

7
8 5. Respondeat Superior.

9 5.1 Safeway is wholly owned and operated by Albertson's.

10 5.2 As such, Safeway is an agent and/or alter ego of Albertson and thus Albertson's is liable
11 for any actions committed by Safeway.

12
13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs pray:

- 15
16 1. For Judgment against Defendants for the damages caused to Plaintiffs.
17 2. For compensation for attorney fees incurred investigating the legitimacy of Defendant's
18 behavior.
19 3. For treble damages, pursuant to RCW 19.86.090, calculated off of the actual damages
20 determined by the court.
21 4. For a reasonable attorney's fee as determined by the court pursuant to RCW 19.86.090.
22 5. For a \$2,000 civil penalty per violation of the Washington State CPA as provided in RCW
23 19.86.140.

24
25 Dated this 20th day of January, 2022.

26
27 

28
29 Seth M. Reynolds WSBA #44160
30 Attorney for Plaintiff
31

SETH REYNOLDS, ESQ.
4780 32nd Ave. S #105
Seattle, WA 98118
seth@robertreynoldslaw.com
Tel: 801-427-9025