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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

RANDY SHIELDS, on behalf of himself, and as  
a representative of similarly situated persons,

Plaintiff,

v.

FRED MEYER STORES INC.,

Defendant.

Case No. \_\_\_\_\_

NOTICE OF REMOVAL



1 than six months before the discovery that he had not received reimbursement . . . or for the  
2 unjustified duplicate charges to his debit card account.” *Id.* Mr. Shields alleges this conduct  
3 violates the Washington Consumer Protection Act and constitutes conversion, breach of contract,  
4 and unjust enrichment. *Id.* ¶¶ 3.1–6.5. He brings these claims on behalf of himself and two  
5 putative classes:

6 Class 1: All persons who, in the four-year period preceding the filing of this action to the  
7 present, prepaid for gasoline at a Fred Meyer retail fuel outlet, who did not pump the  
8 entire value of the prepaid gasoline purchased and who did not receive a credit back to  
9 the debit card accounts used to purchase the gasoline or who did not otherwise receive  
10 reimbursement for the value of the unpumped prepaid gasoline.

11 Class 2: All persons who, in the four-year period preceding the filing of this action to the  
12 present, prepaid for gasoline at a Fred Meyer retail fuel outlet, who were double-charged  
13 for the gasoline purchased, and who did not receive a credit back to the debit card  
14 accounts used to purchase the gasoline or who did not otherwise receive reimbursement  
15 for the value of the double charges.

16 Compl. ¶ 7.2. Mr. Shields seeks a declaratory judgment; “money damages for Plaintiff and  
17 members of the putative class . . . in an amount to be proven at trial, but in no event less than  
18 \$10,001.00”; treble damages “up to the statutory maximum of \$25,000 per person”; prejudgment  
19 interest; and “such other and further relief as the Court deems just and equitable”; as well as  
20 attorneys’ fees. *Id.* at p. 8.

21 4. The State Court Action is removable because the Court has original jurisdiction  
22 under the Class Action Fairness Act of 2005 (CAFA) and the Western District of Washington  
23 encompasses the location where the State Court Action is currently pending (*i.e.*, Seattle,  
24 Washington). *See* 28 U.S.C. §§ 128(b), 1332(d)(2), 1441(a) (“[A]ny civil action brought in a  
25 State court of which the district courts of the United States have original jurisdiction, may be  
26 removed by the defendant . . . to the district court of the United States for the district and division  
27 embracing the place where such action is pending.”). Seattle is the proper division or location  
for the matter. LCR 3(e)(1).

1 **II. THIS ACTION IS REMOVABLE UNDER CAFA**

2 5. CAFA was enacted based on Congress’s concern that certain types of cases “cases  
3 involving large sums of money, citizens of many different States, and issues of national concern,  
4 have been restricted to State courts even though they have national consequences.” 151 Cong.  
5 Rec. S1086-01, S1103 (Feb. 8, 2005). CAFA’s purpose is to allow “[f]ederal court consideration  
6 of interstate cases of national importance.” 28 U.S.C. § 1711, stat. note, subd. (b)(2).

7 6. “[N]o antiremoval presumption attends cases invoking CAFA, which Congress  
8 enacted to facilitate adjudication of certain class actions in federal court.” *Dart Cherokee Basin*  
9 *Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014).

10 7. CAFA extends federal jurisdiction over class actions where: (1) the proposed  
11 classes combine to consist of at least 100 members; (2) the aggregate amount in controversy  
12 exceeds \$5 million, exclusive of interest and costs; (3) any member of the proposed plaintiff  
13 class is a citizen of a different state than any defendant (*i.e.*, minimal diversity exists); and (4) no  
14 exception to jurisdiction applies. *See* 28 U.S.C. §§ 1332(d), 1453(b). This action satisfies each  
15 requirement.

16 **A. Mr. Shields Proposes a Class of More than 5,000 Persons**

17 8. This action is a putative class action within the meaning of CAFA, which defines  
18 “class action” as “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or  
19 similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or  
20 more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

21 9. To remove a class action under the CAFA, “the number of members of all  
22 proposed plaintiff classes in the aggregate” must be at least 100. 28 U.S.C. § 1332(d)(5)(B).

23 10. Mr. Shields seeks to represent two classes of “[a]ll persons who, in the four-year  
24 period preceding the filing of this action to the present, prepaid for gasoline at a Fred Meyer  
25 retail fuel outlet” and did not get reimbursed for (1) the value of the unpumped prepaid gasoline  
26 and (2) the value of double charges for prepaid gasoline. Compl. ¶ 7.2 (emphasis added). He  
27 postulates that “the number of members of the putative classes exceeds 40.” *Id.* ¶ 7.3.

1 Considering he seeks to represent “[a]ll persons” who purchased gasoline at “a Fred Meyer” gas  
2 station, Mr. Shields’ estimate is conservative. Thousands of people per year prepay for gasoline  
3 at Fred Meyer using a debit card—a total Fred Meyer believes numbers over 5,750 putative class  
4 members based on the information available to it including from the complaint’s allegations.

5 **B. The Amount in Controversy Exceeds \$5 Million**

6 11. Where, as here, “the plaintiff’s complaint does not state the amount in  
7 controversy, the defendant’s notice of removal may do so.” *Dart Cherokee*, 574 U.S. at 84. To  
8 establish the amount in controversy, a notice of removal “need not contain evidentiary  
9 submissions.” *Id.* Rather, “a defendant’s notice of removal need include only a plausible  
10 allegation that the amount in controversy exceeds the jurisdictional threshold.” *Id.* at 89.

11 12. Under CAFA, “the claims of the individual class members shall be aggregated to  
12 determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive  
13 of interest and costs.” 28 U.S.C. § 1332(d)(6).

14 13. For purposes of removal only, and without conceding Mr. Shields or the putative  
15 classes are entitled to any damages, remedies, or penalties whatsoever, the aggregated claims of  
16 the putative classes, as pleaded in the Complaint, exceed the jurisdictional amount of \$5,000,000  
17 exclusive of interest and costs. *See* 28 U.S.C. § 1332(d)(2); *see also Lewis v. Verizon*  
18 *Comm’ns, Inc.*, 627 F.3d 395, 397 (9th Cir. 2010) (removing defendant need only show “the  
19 potential damages could exceed the jurisdictional amount”).

20 14. **Damages.** The Complaint seeks *both* “money damages ... for uncredited or  
21 unreimbursed amounts prepaid ... for gasoline that was not pumped” *and* also damages for  
22 “Plaintiff and members of the putative class [who] were double-charged.” Compl. at p. 8. This  
23 allegation puts into issue the value of both the uncredited overpayments for gasoline and the  
24 alleged double charges—which plausibly occurred “several times” per class member. *Id.* ¶ 2.4.  
25 Mr. Shields alleges he did not receive reimbursement of \$16 of unpumped gasoline for a \$70  
26 prepayment, and he alleges other putative class members suffered similar injuries in varying  
27 amounts. *Id.* ¶ 2.3. The Complaint also seeks treble damages “up to the statutory maximum of

1 \$25,000 per person” under RCW 19.86.090. *Id.* at p. 8. This means that the amount of money  
 2 damages proven will be trebled if Mr. Shields prevails. *Wise v. Long*, 2023 WL 2787223, \*5  
 3 (W.D. Wash. Apr. 5, 2023) (including trebled damages to conclude amount-in-controversy  
 4 requirement met). With the high cost of gas, especially in Washington, it is plausible that money  
 5 damages will exceed \$300 per person, assuming “several” instances of uncredited prepayments  
 6 and double charges—particularly when based on Mr. Shields’s own example as a typical putative  
 7 class member.<sup>1</sup> Trebled damages will exceed \$900 per person, using Mr. Shields’s own claimed  
 8 damages as a basis. Based on Defendant’s estimate of the number of pre-paid fuel purchases  
 9 with debit-cards, and the amount recoverable per-person under Plaintiff’s theories, it is plausible  
 10 that damages alone will exceed \$5 million: (\$300 damages, x 3 for trebling = \$900) x 5,750 for  
 11 conservatively estimated class members = \$5,175,000.

12 15. **Attorney’s Fees.** The Complaint also seeks attorneys’ fees. Compl. at p. 8. In  
 13 the Ninth Circuit, the amount in controversy includes attorneys’ fees where, as here, they are  
 14 authorized by statute. *See Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155 (9th Cir. 1998);  
 15 RCW 19.138.280. A removing defendant can establish the likely attorneys’ fees by identifying  
 16 cases in which the plaintiff’s counsel has requested similar fees. *See Greene v. Harley-*  
 17 *Davidson, Inc.*, 965 F.3d 767, 774 n.4 (9th Cir. 2020) (“Based on [defendant’s] evidence that  
 18 [plaintiff’s] attorney sought 35% in a similar case, it is reasonable to assume that [plaintiff’s]  
 19 attorney would seek fees equal to 25% of the amount in controversy if he were to prevail.”).  
 20 Courts in this district consider current and future attorney fees in calculating the amount in  
 21 controversy. *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 794 (9th Cir. 2018) (“[I]f  
 22 the law entitles the plaintiff to future attorneys’ fees if the action succeeds, ‘then there is no  
 23 question that future [attorneys’ fees] are ‘at stake’ in the litigation.”). Based on prior cases with  
 24 Mr. Shields’ counsel from years ago in which he charged \$625 an hour,<sup>2</sup> it is plausible that

25 <sup>1</sup> Assuming a person was double charged for prepayment for a tank of gas (approximately \$70) on four occasions  
 26 and was not reimbursed for unpumped gas (approximately \$16) on three occasions over the past four years places  
 into controversy \$332 per person.

27 <sup>2</sup> *See Linehan v. Allianceone Receivables Mgmt, Inc.*, No. C15-1012-JCC, Dkt. 396 (W.D. Wash. July 14, 2017).

1 attorneys' fees in this class action—an action likely to include, at minimum, a motion to dismiss,  
2 a motion for summary judgment, *Daubert* motions, a motion for class certification, and trial—  
3 will exceed \$1,250,000 (2,000 estimated hours x \$625).

4 16. **Compliance Costs.** In addition, the broad injunctive relief suggested by the  
5 complaint would require a system-wide overhaul of all Fred Meyer prepayment systems for fuel  
6 payments, a prospect that potentially includes (depending on the nature of injunctive relief  
7 sought) massive hardware and software changes, contract changes, changes with third-party  
8 vendor relationships, and other unforeseen costs—at the dozens of Fred Meyer stores in  
9 Washington and other states. On information and belief based on the injunctive relief sought,  
10 these costs conservatively could exceed an additional \$1,000,000.

11 17. In sum, based on Mr. Shields' pleaded assertions and theories of recovery, the  
12 amount in controversy exceeds \$5,000,000 with at least (a) \$5,175,000 in trebled damages;  
13 (b) \$1,250,000 in fees; and (c) \$1,000,000 in additional compliance costs.

14 **C. The Minimal Diversity Requirement Is Satisfied**

15 18. Under 28 U.S.C. § 1332(d)(2)(A), a district court may assert jurisdiction over a  
16 class action in which “any member of a class of plaintiffs is a citizen of a State different from  
17 any defendant.”

18 19. On information and belief, Mr. Shields is a citizen and resident of Washington.  
19 Compl. ¶ 1.1. The classes he seeks to represent also comprises of citizens of Washington. *Id.*  
20 ¶ 7.2.

21 20. Fred Meyer Stores, Inc., is a corporation incorporated in Ohio and has its  
22 principal place of business in in Portland, Oregon. A corporation is a citizen of every state in  
23 which it is incorporated and of the state it has its principal place of business. *See* 28 U.S.C.  
24 § 1332(c)(1). Thus, Fred Meyer is a citizen of Ohio and Oregon.

25 21. Therefore, sufficient diversity of citizenship exists between the parties in this  
26 case.

1 **D. Exceptions to Jurisdiction Do Not Apply**

2 22. The complete diversity between Mr. Shields and Fred Meyer satisfies the minimal  
3 diversity requirement under CAFA. Further, Fred Meyer not being a citizen of Washington  
4 precludes the “local controversy” and “home state” exceptions in 28 U.S.C. § 1332(d)(3) &  
5 (d)(4), exceptions for which Mr. Shields would bear the burden of proof in any event.

6 **III. REMOVAL IS TIMELY**

7 23. This Notice of Removal is timely under 28 U.S.C. § 1446(b) because Fred Meyer  
8 filed it within thirty days after service of process, which took place on August 18, 2023.

9 **IV. REMOVAL PROCEDURES ARE SATISFIED**

10 24. This Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of  
11 Civil Procedure. *See* U.S.C. § 1446(a).

12 25. Concurrently with the filing of this Notice, Fred Meyer is giving written notice to  
13 all adverse parties and is filing a copy of this Notice with the clerk of the Superior Court of the  
14 State of Washington for King County. *See* 28 U.S.C. § 1446(d).

15 26. Fred Meyer does not waive and expressly preserves all objections, defenses, and  
16 exceptions authorized by law, including but not limited to those pursuant to Rule 12 of the  
17 Federal Rules of Civil Procedure.

18 27. The removal of this action terminates all potential proceedings in the Superior  
19 Court of the State of Washington for King County. 28 U.S.C. § 1446(d).

20 DATED this 15th day of September, 2023.

21 Davis Wright Tremaine LLP  
22 Attorneys for Fred Meyer Inc.

23 By *s/ Fred B. Burnside* \_\_\_\_\_  
24 Fred Burnside, WSBA No. 32491

25 By *s/ Caleah Whitten* \_\_\_\_\_  
26 Caleah Whitten, WSBA No. 60209

27 FredBurnside@dwt.com  
CaleahWhitten@dwt.com



**CERTIFICATION OF SERVICE**

I certify that on this day I caused the document to which this certificate is attached to be delivered to the following by first-class mail and e-mail:

GUY BECKETT  
1708 BELLEVUE AVENUE  
SEATTLE, WA 98122  
206.411.5444  
gbeckett@beckettllaw.com

Dated this 15th day of September, 2023.

Davis Wright Tremaine LLP  
Attorneys for Fred Meyer Stores Inc.

By s/ Fred B. Burnside  
Fred Burnside, WSBA No. 32491

# **EXHIBIT A**

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

RANDY SHIELDS, on behalf of himself, and  
as a representative of similarly situated  
persons,

Plaintiff,

v.

FRED MEYER STORES INC.,

Defendants.

NO. 23-2-14835-5 KNT

CLASS ACTION COMPLAINT  
FOR DAMAGES

Plaintiff Randy Shields (“Plaintiff”), individually and as class representative for classes of similarly situated persons, brings this putative class action against Defendant Fred Meyer Stores Inc. (“Fred Meyer” or “Defendant”) for conversion, breach of contract, unjust enrichment, and violations of the Washington Consumer Protection Act (“WCPA”), as set forth herein.

**I. VENUE, JURISDICTION AND PARTIES**

1.1 Plaintiff Randy Shields is a married man who resides in King County, Washington.

1.2 Defendant Fred Meyer is a foreign corporation licensed and registered to do business in Washington State as a foreign profit corporation, which does business in King County, Washington State.



1 the value of the unpumped gasoline, approximately \$16. Mr. Shields complained to a customer  
2 service representative at the Renton, Washington Fred Meyer store, who acknowledged that Mr.  
3 Shields' debit card account had not been credited back for the value of the unpumped gasoline  
4 and informed Mr. Shields that he was not the only customer for whom Fred Meyer had not  
5 credited back the value of unpumped gasoline to his debit card account. The customer service  
6 representative reimbursed Mr. Shields at that time for the unpumped gasoline for which the value  
7 had not been credited back to his debit card account.  
8

9       2.4 After additional investigation, Fred Meyer representatives told Mr. Shields that he  
10 had not received credit back to his debit card account several times for other unpumped gasoline  
11 for which he had prepaid using his debit card account, and that he had been double-charged on  
12 his debit card account on more than one occasion for gasoline for which he had prepaid using his  
13 debit card account. Mr. Shields received reimbursement back from Fred Meyer for some of the  
14 uncredited prepaid amounts for which he did not pump gasoline, but was informed by Fred  
15 Meyer representatives that he could not receive reimbursement for such uncredited amounts that  
16 had occurred more than six months before the discovery that he had not received reimbursement  
17 or credit back to his debit card for the value of such unpumped gasoline, or for unjustified  
18 duplicate charges to his debit card account.  
19

20       2.5 Fred Meyer has records of the transactions by which Mr. Shields prepaid for  
21 gasoline with his debit card account for which he did not receive credit back to the debit card  
22 account or reimbursement for unpumped gasoline or incorrect duplicate charges, but Fred Meyer  
23 refused to provide Mr. Shields copies of or a summary of such records. Mr. Shields was also  
24 informed by Fred Meyer customer service representatives that Fred Meyer would not inform him  
25 of the amount of uncredited or unreimbursed charges for prepaid gasoline that he did not pump  
26

1 that occurred prior to six months before Mr. Shields' discovery of Fred Meyer's actions.

2 **III. FIRST CLASS ACTION CAUSE OF ACTION: CONVERSION**

3 3.1 Plaintiff re-alleges the foregoing paragraphs as if fully set forth herein.

4 3.2 By retaining amounts for gasoline for which Mr. Shields and members of the  
5 putative classes prepaid but had not pumped, and by retaining amounts for gasoline for which  
6 Mr. Shields and members of the putative classes had been incorrectly double-charged, Fred  
7 Meyer converted Mr. Shields' and putative class members' money, which has damaged Mr.  
8 Shields and members of the putative classes in an amount to be proven at trial.

9 **IV. SECOND CLASS ACTION CAUSE OF ACTION: BREACH OF CONTRACT**

10 4.1 Plaintiff re-alleges the foregoing paragraphs as if fully set forth herein.

11 4.2. Mr. Shields and members of the putative classes entered into implied contracts  
12 with Fred Meyer which provided that Fred Meyer would credit back to Mr. Shields' and putative  
13 class members' debit card accounts amounts they had prepaid for gasoline but had not pumped,  
14 and amounts for gasoline for which Fred Meyer had double-charged them. By retaining those  
15 sums, however, Fred Meyer breached the implied contracts it had entered into with Mr. Shields  
16 and putative class members, which breaches have harmed Mr. Shields and members of the  
17 putative classes and for which they are entitled to recover judgment against Fred Meyer in an  
18 amount to be proven at trial.

19 **V. THIRD CLASS ACTION CAUSE OF ACTION: UNJUST ENRICHMENT**

20 5.1 Plaintiff re-alleges the foregoing paragraphs as if fully set forth herein.

21 5.2 In the event Mr. Shields and members of the putative classes are determined not  
22 to have entered into contracts with Fred Meyer regarding credits back to their debit card accounts  
23 for unpumped gasoline and for double-charges for gasoline purchases, Fred Meyer was unjustly  
24

1 enriched by its retention of the value of Mr. Shields' and the putative class members' unpumped  
2 gasoline and double charges for gasoline purchases, to Mr. Shields' and the putative class  
3 members' detriment. Mr. Shields and the putative classes are entitled to recover money damages  
4 against Fred Meyer for such unjust enrichment, in an amount to be proven at trial.

5 **VI. FOURTH CLASS ACTION CAUSE OF ACTION: VIOLATIONS OF**  
6 **WASHINGTON'S CONSUMER PROTECTION ACT ("WCPA")**

7 6.1 Plaintiff re-alleges the foregoing paragraphs as if fully set forth herein.

8 6.2 Fred Meyer's actions in retaining the value of Mr. Shields' and putative class  
9 members' unpumped gasoline and double charges for gasoline vitally affect the public interest,  
10 were and are not reasonable in relation to the development and preservation of business, are  
11 unfair or deceptive acts in trade or commerce, and violate the WCPA.  
12

13 6.3 Fred Meyer's actions in retaining the value of Mr. Shields' and putative class  
14 members' unpumped gasoline and double charges for gasoline were and are capable of deceiving  
15 a substantial portion of the public.

16 6.4 As a direct and proximate result of Fred Meyer's retention of the value of Mr.  
17 Shields' and putative class members' unpumped gasoline and double charges for gasoline, Mr.  
18 Shields and each member of the putative classes have suffered actual damages which they would  
19 not have suffered but for Fred Meyer's retention of the value of Mr. Shields' and putative class  
20 members' unpumped gasoline and double charges for gasoline.  
21

22 6.5 Mr. Shields and each member of the putative classes are entitled to recover and  
23 should recover against Fred Meyer actual damages in an amount to be proven at trial, statutory  
24 penalties and reasonable attorney's fees and costs, together with prejudgment interest at the  
25 highest allowable rate on the amounts retained by Fred Meyer that properly should have been  
26

1 credited back to the debit card accounts of Mr. Shields and putative class members, all pursuant  
2 to RCW 19.86.090.

3 **VII. CLASS ACTION ALLEGATIONS**

4 7.1 Plaintiff realleges the foregoing paragraphs as if fully stated herein.

5 7.2 Pursuant to Civil Rule 23(a) and (b)(3), Plaintiff brings this action on behalf of  
6 the following classes against Defendant Fred Meyer:  
7

8 **Class #1: Uncredited prepaid and unpumped gasoline Class.**

9 All persons who, in the four-year period preceding the filing of this  
10 action to the present, prepaid for gasoline at a Fred Meyer retail  
11 fuel outlet, who did not pump the entire value of the prepaid  
12 gasoline purchased and who did not receive a credit back to the  
13 debit card accounts used to purchase the gasoline or who did not  
14 otherwise receive reimbursement for the value of the unpumped  
15 prepaid gasoline.

12 **Class #2: Double-charged Class:** All persons who, in the four-  
13 year period preceding the filing of this action to the present,  
14 purchased gasoline at a Fred Meyer retail fuel outlet, who were  
15 double-charged for the gasoline purchased, and who did not  
16 receive a credit back to the debit card accounts used to purchase  
17 the gasoline or who did not otherwise receive reimbursement for  
18 the value of the double charges.

16 7.3 **Numerosity.** The members of the putative classes are so numerous that joinder  
17 of all members is impracticable. Upon information and belief, the number of members of the  
18 putative classes exceeds 40.

19 7.4 **Common Questions of Law and Fact.** The questions of law and fact are the  
20 same for Plaintiff and for all members of the putative classes, including whether the conduct of  
21 Fred Meyer in retaining amounts it should have credited back to Plaintiff's and putative class  
22 members' debit card accounts or otherwise not reimbursing amounts that Plaintiff and members  
23 of the putative class members had prepaid for gasoline but had not pumped constituted  
24 conversion, breach of contract, unjust enrichment, and violations of the WCPA, such that those  
25  
26



1 issues dominate any issues that affect only individual members.

2           **7.5 The Plaintiff's Claims Are Typical of the Classes.** Plaintiff's claims are typical  
3 of the claims of the putative classes in that they arise from Defendant Fred Meyer's retention of  
4 Plaintiff's and members of the putative classes' money paid for unpumped gasoline at  
5 Defendant's retail gasoline facilities.

6           **7.6 The Plaintiff Will Fairly and Adequately Protect the Class.** Plaintiff will  
7 adequately represent and protect the interests of the putative Class because he has retained  
8 competent and experienced counsel and his interest in the litigation is not antagonistic to the  
9 other members of the putative classes.

10           **7.7 A Class Action is Maintainable Under Civil Rule 23(b)(3).** The questions of  
11 law and fact common to all members of the putative classes predominate over questions affecting  
12 only individual members of the classes, because all members of the putative classes have been  
13 subjected to Defendant Fred Meyer's unlawful conduct. The prosecution of separate actions by  
14 individual members of the putative classes against Defendant Fred Meyer would create the risk  
15 of inconsistent or varying adjudications and incompatible standards of treatment. On information  
16 and belief, there are no other pending class actions against Defendant Fred Meyer concerning the  
17 issues in this action. A class action is superior to any other available means for the adjudication  
18 of this controversy. This action will cause an orderly and expeditious administration of the  
19 putative class members' claims; economies of time, effort and expense will be fostered; and  
20 uniformity of decisions will be ensured at the lowest cost and with the least expenditure of  
21 judicial resources.

22           WHEREFORE, Plaintiff prays for the following relief:

- 23  
24  
25           1. For an Order certifying the putative classes identified herein in Paragraph 7.2

1 under CR 23(b)(3), with Plaintiff as the Class Representative and the undersigned legal counsel  
2 as Class Counsel.

3 2. For Judgment declaring that Defendant Fred Meyer's conduct in retaining the  
4 value of Plaintiff's and putative class members' prepaid but unpumped gasoline and double-  
5 charges for prepaid gasoline sales violates the WCPA and is unlawful.

6 3. For Judgment for money damages for Plaintiff and members of the putative class  
7 for all sums retained by Defendant Fred Meyer for uncredited or unreimbursed amounts prepaid  
8 by Plaintiff and members of the putative classes for gasoline that was not pumped, and for which  
9 Plaintiff and members of the putative classes were double-charged in an amount to be proven at  
10 trial, but in no event less than \$10,001.00.

11 4. For treble damages for all sums awarded to Plaintiff and putative class members,  
12 up to the statutory maximum of \$25,000 per person, pursuant to RCW 19.86.090.

13 5. For prejudgment interest at the statutory rate provided in RCW 19.52.010 on all  
14 sums awarded to Plaintiff and putative class members for liquidated damage amounts, until the  
15 date of entry of Judgment herein.

16 6. For an award of Plaintiff's and putative class members' costs, expenses, and  
17 reasonable attorney's fees pursuant to RCW 19.86.090.

18 7. For post-judgment interest at the rate of 12% per annum on all money damage  
19 sums awarded to Plaintiff and members of the putative classes.

20 8. For leave to conform his pleadings to the proof presented at trial.

21 9. For such other and further relief as the Court deems just and equitable.

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DATED: August 9, 2023.

BERRY & BECKETT, PLLP  
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*Attorneys for Plaintiff*

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fred Meyer Failed to Credit Consumer's Account for Prepaid Gasoline That Went Unpumped, Class Action Claims](#)

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