| 1 | BILL LOCKYER | | | | | | | |
|----|---|--|--|--|--|--|--|--|
| 2 | Attorney General of the State of California RICHARD M. FRANK | | | | | | | |
| 3 | Chief Deputy Attorney General WILL BRIEGER | | | | | | | |
| 4 | Acting Chief Assistant Attorney General KATHLEEN E. FOOTE | | | | | | | |
| 5 | Senior Assistant Attorney General BARBARA M. MOTZ, State Bar No. 66933 | | | | | | | |
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| 9 | | | | | | | | |
| 10 | Attorneys for the Plaintiff the STATE OF CALLEODNIA or rel | | | | | | | |
| 11 | Attorneys for the Plaintiff, the STATE OF CALIFORNIA, ex rel BILL LOCKYER | | | | | | | |
| 12 | IN THE UNITED STATES DISTRICT COURT | | | | | | | |
| 13 | FOR THE CENTRAL DISTRICT OF CALIFORNIA | | | | | | | |
| 14 | | | | | | | | |
| 15 | STATE OF CALIFORNIA, ex rel BILL LOCKYER, Case No. | | | | | | | |
| 16 | Plaintiff, | | | | | | | |
| 17 | v. COMPLAINT FOR DECLARATIVE AND | | | | | | | |
| 18 | SAFEWAY, INC., dba Vons, a Safeway Company, INC., dba Vons, a Safeway Company, | | | | | | | |
| 19 | ALBERTSONS, INC., RALPHS GROCERY COMPANY, a division of the Kroger Company, OTHER EQUITABLE RELIEF BASED ON VIOLATIONS OF | | | | | | | |
| 20 | FOOD 4 LESS FOOD COMPANY, a division of the Kroger Company, and DOES 1 through 100, inclusive, SECTION 1 | | | | | | | |
| 21 | Defendants. | | | | | | | |
| 22 | | | | | | | | |
| 23 | | | | | | | | |
| 24 | COMES NOW, Bill Lockyer, Attorney General of the State of California, and alleges the | | | | | | | |
| 25 | following: | | | | | | | |
| 26 | 1 | | | | | | | |
| 27 | | | | | | | | |
| 28 | People of the State of California v. Safeway, Ralphs, and Albertsons COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1 | | | | | | | |
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| 1 | I. | | | | | | | |
|----|---|--|--|--|--|--|--|--|
| 2 | JURISDICTION AND VENUE | | | | | | | |
| 3 | 1. This complaint is filed and this action instituted to prevent and restrain the | | | | | | | |
| 4 | violation by defendants of Section 1 of the Sherman Act (15 U.S.C. § 1). Jurisdiction for the | | | | | | | |
| 5 | Attorney General to commence this action for injunctive and declaratory relief is conferred by the | | | | | | | |
| 6 | Clayton Act, 15 U.S.C. § 26. This court has jurisdiction over these claims pursuant to 18 U.S.C. | | | | | | | |
| 7 | § 1337, as they arise under the Sherman Act, 15 U.S.C. § 1 and as they affect a substantial | | | | | | | |
| 8 | volume of commerce, including a significant amount of products traveling in the flow of goods | | | | | | | |
| 9 | across state lines, and which activities have a significant impact on competition and revenue in | | | | | | | |
| 10 | commerce. | | | | | | | |
| 11 | 2. Venue is proper in the Central District of California because each of the | | | | | | | |
| 12 | defendants transacts business in this district and is found here. The interstate trade and | | | | | | | |
| 13 | commerce involved and affected by the alleged violations of the antitrust laws is carried on in | | | | | | | |
| 14 | material part within the Central District of California. | | | | | | | |
| 15 | | | | | | | | |
| 16 | II. | | | | | | | |
| 17 | PARTIES | | | | | | | |
| 18 | 3. Bill Lockyer is the Attorney General of the State of California, and as such, | | | | | | | |
| 19 | is the chief law enforcement officer of the state, and is thus empowered to bring this suit on | | | | | | | |
| 20 | behalf of the state and on behalf of its general economy and the welfare of persons residing in this | | | | | | | |
| 21 | state. | | | | | | | |
| 22 | 4. Defendant Ralphs Grocery Company, ("Ralphs") is, and at all relevant | | | | | | | |
| 23 | times was, a division of the Kroger Company (an Ohio corporation) doing business and operating | | | | | | | |
| 24 | numerous retail supermarkets throughout Southern California. | | | | | | | |
| 25 | 5. Defendant Safeway, Inc, dba Vons, ("Safeway") is, and at all relevant | | | | | | | |
| 26 | times was, a California corporation, doing business and operating numerous retail supermarkets 2 | | | | | | | |
| 27 | | | | | | | | |
| 28 | People of the State of California v. Safeway, Ralphs, and Albertsons COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1 | | | | | | | |

1 throughout Southern California.

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Defendant Albertsons, Inc., ("Albertsons") is, and at all relevant times
 was, an Idaho corporation doing business and operating numerous retail supermarkets throughout
 Southern California.
 7. Defendant Food 4 Less Foods Company ("Food 4 Less") is, and at all

relevant times was, a division of the Kroger Company (an Ohio corporation) doing business and
operating numerous retail supermarkets throughout Southern California.

8 8. The true names and capacities of defendants named as DOES 1 through
9 100 are unknown and are therefore sued by fictitious names. Plaintiff will amend this complaint
10 to show the true names and capacities when they are ascertained.

III.

DEFINITIONS

9. "Supermarket" means a full-line retail grocery store: (a) that carries a wide
variety of food and grocery items in standard consumer sizes in particular product categories,
including bakery goods, dairy products, refrigerated and frozen foods and beverages, fresh and
prepared meats and poultry, produce, beverages, shelf-stable foods, staple food stuffs (such as
flour, sugar, coffee and tea) and non-food grocery items (such as soaps, detergents, paper goods
and health and beauty aids) and (b) that has over \$2,600,000 in annual sales.

10. "Mutual Strike Assistance Agreement" (hereinafter "the Agreement") is
the agreement and document at issue in this complaint. It was entered into and signed by Ralphs,
Albertsons and Safeway, to share costs and revenue among the defendants' Southern California
area stores in the event of a unionized supermarket strike or lockout.

- People of the State of California v. Safeway, Ralphs, and Albertsons COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1

| | IV. | | | | | | |
|--|--|--|--|--|--|--|--|
| | TRADE AND COMMERCE | | | | | | |
| | 11. The relevant line of commerce or product market is retailing by | | | | | | |
| | supermarkets of food and non-food grocery items. | | | | | | |
| | 12. The relevant geographic markets are local markets in Southern California | | | | | | |
| | from San Luis Obispo to the Mexico border. These local markets include, but are not limited to | | | | | | |
| the local areas of Metropolitan Los Angeles, San Fernando Valley, Santa Barbara and Simi | | | | | | | |
| | Valley. | | | | | | |
| | 13. Defendants compete directly against each other in one or more local | | | | | | |
| geographic markets throughout Southern California, which are within the area embraced by the | | | | | | | |
| Mutual Strike Assistance Agreement. | | | | | | | |
| | 14. Defendants sell in Southern California substantial quantities of food and | | | | | | |
| | non-food grocery products which are sold, manufactured and shipped in interstate commerce. | | | | | | |
| Defendants are each engaged in interstate commerce and their activities are in the flow of and | | | | | | | |
| substantially affect interstate commerce; interstate commerce has been and will be affected by the | | | | | | | |
| agreement described in this complaint. | | | | | | | |
| | | | | | | | |
| | V. | | | | | | |
| | CONDUCT OF THE DEFENDANTS | | | | | | |
| | 15. Supermarkets Ralphs, Safeway and Albertsons are currently bargaining | | | | | | |
| with the United Food and Commercial Workers' Union (the "union") on a multi-employer basis | | | | | | | |
| for a new collective bargaining agreement. The collective bargaining agreements between | | | | | | | |
| | defendants Ralphs, Safeway and Albertsons and the unions expired October 5, 2003. | | | | | | |
| | 16. Food For Less is not participating in the bargaining with defendants | | | | | | |
| | Ralphs, Safeway and Albertsons. | | | | | | |
| | Under certain circumstances, Ralphs, Albertsons and Safeway may bargain 4 | | | | | | |
| | People of the State of California v. Safeway, Ralphs, and Albertsons COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER | | | | | | |

as a multi-employer unit with a common union about issues intimately related to wages, hours and 1 2 working conditions without facing antitrust liability for a joint agreement they may reach. Under these conditions, some agreements may enjoy "non-statutory" immunity from the antitrust laws. 3 (Amalgamated Meat Cutters & Butcher Workmen of North America v. Jewel (1965) 381 U.S. 4 676.) However, this non-statutory immunity from antitrust liability applies to conduct growing 5 out of and directly related to the lawful operation of the bargaining process (Brown v. Pro 6 Football, Inc. (1996) 518 U.S. 231, 250). The immunity does not extend to agreements with non-7 parties to the collective bargaining unit. Nor does it extend to agreements in restraint of trade 8 once the labor dispute ends. 9

10 18. On or about August 5, 2003, Ralphs, Albertsons and Safeway entered a
11 Mutual Strike Assistance Agreement ("the Agreement") to share certain costs and revenue in the
event of a unionized strike or lockout arising out of negotiations for a collective bargaining
agreement. This Agreement commits Ralphs, Albertsons, Safeway and Food 4 Less to share
revenues and costs with each other disproportionately earned or lost as a result of the strike or
lockout. The Agreement's cost and revenue sharing mechanism--based on a set margin
established before the strike and lockout period--essentially freezes the pre-strike market share.

17
19. Food 4 Less is not an "employer" as the term is defined within the
Agreement and is not a party to the Agreement.

1920.The Agreement contains a provision defining the start and end of20the revenue sharing period. This provision provides that, under the agreement, the revenue and21cost sharing period continues for a period of time following the week in which the strike or22lockout ends. Accordingly, Ralphs, Albertsons , Safeway and Food 4 Less will share costs and23revenue even after the strike and lockout period ends.

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 25
 26
 21. On October 11, 2003, after expiration of the union's and defendants
 25 Ralphs', Albertsons' and Safeway's collective bargaining agreement, Safeway workers went on
 26 strike regarding issues involving their pensions and benefits. In solidarity with Safeway, Ralphs
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People of the State of California v. Safeway, Ralphs, and Albertsons COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1 and Albertsons locked out their workers. The union pulled picket lines from Ralphs' chain for the
 apparent purpose of diverting picket-crossing patrons away from Albertsons and Safeway.
 Plaintiff is informed and believes that while all may be losing some revenue, Ralphs is losing the
 least revenue.

22. The defendants' Agreement is an unlawful combination and conspiracy in 5 restraint of interstate trade. This unlawful combination and conspiracy is not exempt from the 6 antitrust laws under the "non-statutory labor exemption" for the following reasons: (a) the 7 agreement extends beyond the time of the labor dispute; and (b) it includes a supermarket which is 8 not a party to the collective bargaining process, or a member of the multi-employer bargaining 9 unit. 10 VI. 11 FIRST CAUSE OF ACTION 12 Violations of Sherman Act, 15 U.S.C. § 1 (Illegal Combination in Restraint of Trade, Injunctive Relief) 13 14 23 Plaintiff repeats and incorporates by reference the allegations contained in 15 paragraphs 1 through 22 above as though the same were fully and completely set forth herein. 16 24. On or about August 4, 2003 and continuing to date, defendants have 17 engaged in an unlawful combination and conspiracy in restraint of the above described interstate 18 trade and commerce in violation of Section 1 of the Sherman Act (15 U.S.C. § 1). 19 25. The above described combination and conspiracy consists of a continuing 20 agreement, understanding and concert of action among defendants, the substantial terms of which 21 are: 22 Defendants would share certain costs and revenue disproportionately earned or 23 lost during a unionized strike or lockout period, and for a period of at least two weeks thereafter. 24 Such agreement affects competition now, even though payments based on the Agreement will not 25 be made until after the strike and lockout period ends, because the agreement concerns 26 6 27 People of the State of California v. Safeway, Ralphs, and Albertsons 28 COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER **RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1**

1 defendants' sales during the current strike and lockout period.

2 26. Pursuant to and in effectuation of the above stated combination and
3 conspiracy, defendants did those things which, as above alleged, they combined and conspired to
4 do.

5 27. The above-stated combination and conspiracy has anti-competitive effects,
6 including, but not limited to:

7 (a) Restraining trade and competition because the sharing of cost
8 disproportionately earned creates a disincentive to discount and disincentive to increase market
9 share.

(b) Restraining trade and competition between supermarkets involved in a
 labor dispute and a competing supermarket which is not involved in the labor dispute.

(c) Depriving consumers of the benefit of full competition among and between
 defendants for the sale of food and non-food grocery items for a period beyond the end of the
 strike and lockout.

As a direct result of the defendants' agreement to prolong their cost and
revenue sharing beyond the strike and lockout period, a not insubstantial amount of commerce is
affected in the relevant geographic and product markets. Defendants operate scores of
supermarket chains throughout Southern California, each having millions of dollars in annual
sales, with significant sales during the prolonged cost-sharing period.

29. Defendants' agreement to prolong their cost and revenue sharing beyond
the strike and lockout period will result in or threaten serious irreparable harm in at least one of
the following ways, among others: the agreement constitutes an unreasonable restraint of trade in
violation of Section 1 of the Sherman Act (15 U.S.C. § 1) and restrains competition by creating
disincentives for the supermarkets to compete for business.

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People of the State of California v. Safeway, Ralphs, and Albertsons COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1

| 1 | VI. | | | | | | | |
|--------|---|--|--|--|--|--|--|--|
| 1 2 | | | | | | | | |
| 2 | SECOND CAUSE OF ACTION Violations of Sherman Act, 15 U.S.C. § 1 (Illegal Combination in Restraint of Trade, Declaratory Relief) | | | | | | | |
| 4 5 | 30. Plaintiff repeats and incorporates by reference the allegations contained in | | | | | | | |
| 6 | paragraphs 1 through 22 above as though the same were fully and completely set forth herein. | | | | | | | |
| 7 | 31. On or about August 4, 2003 and continuing to date, defendants have | | | | | | | |
| | engaged in an unlawful combination and conspiracy in restraint of the above described interstate | | | | | | | |
| 8 | trade and commerce in violation of Section 1 of the Sherman Act (15 U.S.C. § 1). | | | | | | | |
| 9 | 32. The above described combination and conspiracy consists of a continuing | | | | | | | |
| 10 | agreement, understanding and concert of action among defendants, the substantial terms of which | | | | | | | |
| 11 | are: | | | | | | | |
| 12 | Defendants would share certain costs and revenue disproportionately earned or | | | | | | | |
| 13 | lost during a unionized strike or lockout period, and for a period of at least two weeks thereafter. | | | | | | | |
| 14 | Such agreement affects competition now, even though payments based on the Agreement will not | | | | | | | |
| 15 | be made until after the strike and lockout period ends, because the agreement concerns | | | | | | | |
| 16 | defendants' sales during the current strike and lockout period. | | | | | | | |
| 17 | 33. Pursuant to and in effectuation of the above stated combination and | | | | | | | |
| 18 | conspiracy, defendants did those things which, as above alleged, they combined and conspired to | | | | | | | |
| 19 | do. | | | | | | | |
| 20 | 34. The above-stated combination and conspiracy had the following anti- | | | | | | | |
| 21 | competitive effects, among others: | | | | | | | |
| 22 | (a) Restraining trade and competition because the sharing of cost | | | | | | | |
| 23 | disproportionately earned creates a disincentive to discount and disincentive to increase market | | | | | | | |
| 24 | share. | | | | | | | |
| 25 | (b) Restraining trade and competition between supermarkets involved in a | | | | | | | |
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| 28 | People of the State of California v. Safeway, Ralphs, and Albertsons COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1 | | | | | | | |
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1 labor dispute and a competing supermarket which is not involved in the labor dispute.

2 (c) Depriving consumers of the benefit of full competition among and between
3 defendants for the sale of food and non-food grocery items for a period beyond the end of the
4 strike and lockout.

5 35. As a direct result of the defendants' agreement to prolong their cost and 6 revenue sharing beyond the strike and lockout period, a not insubstantial amount of commerce 7 was affected in the relevant geographic and product markets. Defendants operate scores of 8 supermarket chains throughout Southern California, each having millions of dollars in annual 9 sales, with significant sales during the prolonged cost-sharing period.

36. Defendants' agreement to prolong their cost and revenue sharing beyond
the strike and lockout period will result in or threaten serious irreparable harm in at least one of
the following ways, among others: the agreement constitutes an unreasonable restraint of trade in
violation of Section 1 of the Sherman Act (15 U.S.C. § 1) and restrains competition by creating
disincentives for the supermarkets to compete for business by discounting prices.

There exists an actual controversy between plaintiff and defendants in that
plaintiff contends that the Agreement is illegal and that defendants should not share revenues as
provided in the Agreement, while defendants contend that the Agreement is legal. Defendants
will continue to operate on the assumption that it is a legal and enforceable agreement, unless this
court issue judgment declaring that it is not.

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VII.

PRAYER

22 WHEREFORE, plaintiff prays for judgment against defendants as follows: 23 1 For a preliminary injunction to be issued preventing and restraining 24 defendants from violating the antitrust laws; and 25 2. For a declaratory judgment declaring the Mutual Strike Assistance 26 9 27 People of the State of California v. Safeway, Ralphs, and Albertsons 28 COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES AND OTHER RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1

| 2 not exempt from the antitrust laws pursuant to the non-statutory labor exemption. | | | | | | | | |
|---|---|-----|-------|---------------------------------|---|--|--|--|
| 3 3. That plaintiff recover its costs of suit, including reasonable attraction of attributed to Causes of Action 1 through 2; and 4 attributed to Causes of Action 1 through 2; and 5 4. For such other and further legal and equitable relief as the Could deem just and proper. 7 Dated: February 2, 2004. 8 BILL LOCKYER Attorney General of the State of Californ RICHARD M. FRANK Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General BARBARA M. MOTZ 13 Supervising Deputy Attorney General Dattorney General BARBARA M. MOTZ 14 OLIVIA W. KARLIN Deputy Attorney General BARBARA M. MOTZ 15 BARBARA M. MOTZ 16 BARBARA M. MOTZ 17 BARBARA M. MOTZ 18 Attorneys for the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 BILL LOCKYER 21 22 23 24 24 25 25 10 | Agreement a violation of Section 1 of the Sherman Act (15 U.S.C. § 1) and that the agreement is | | | | | | | |
| 4 attributed to Causes of Action 1 through 2; and 5 4. For such other and further legal and equitable relief as the Could deem just and proper. 7 Dated: February 2, 2004. 8 BILL LOCKYER 9 BILL LOCKYER 10 Attorney General of the State of Californ RICHARD M. FRANK Chief Assistant Attorney General WILL BRIEGER 11 WILL BRIEGER 12 Senior Assistant Attorney General KATHILEEN FOOTE 13 BARBARA M. MOTZ. 14 OLIVIA W. KARLIN 15 Deputy Attorney General 16 TATE OF CALIFORNIA, ex rel 19 BILL LOCKYER 20 11 21 TATE OF CALIFORNIA, ex rel 22 10 | | | | | | | | |
| 5 4. For such other and further legal and equitable relief as the Could deem just and proper. 7 Dated: February 2, 2004. 8 BILL LOCKYER Attorney General of the State of Californ RICHARD M. FRANK Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General BARBARA M. MOTZ Supervising Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General BARBARA M. MOTZ 16 BARBARA M. MOTZ 17 BARBARA M. MOTZ 18 Attorney for the Plaintiff 19 BARBARA M. MOTZ 12 Attorney for the Plaintiff 13 BARBARA M. MOTZ 14 Deputy Attorney General 15 BARBARA M. MOTZ 16 BARBARA M. MOTZ 17 BARBARA M. MOTZ 18 STATE OF CALIFORNIA, ex rel 19 BILL LOCKYER 20 10 | | | | | | | | |
| 6 deem just and proper. 7 Dated: February 2, 2004. 8 9 9 Attorney General of the State of Californ RICHARD M. FRANK Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General BARBARA M. MOTZ Supervising Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General 13 BARBARA M. MOTZ 14 OLIVIA W. KARLIN Deputy Attorney General 15 Intervision Deputy Attorney General 16 Intervision Deputy Attorney General 17 BARBARA M. MOTZ 18 Attorneys for the Plaintiff 19 STATE OF CALIFORNIA, ex rel 19 BILL LOCKYER 20 Intervision Deputy Attorney General 21 Intervision Deputy Attorney General 22 Intervision Deputy Attorney General 23 Intervision Deputy Attorney General 24 Intervision Deputy Attorney General 25 Intervision Deputy Attorney General 26 Intervision Deputy Attorney General 27 Intervision Deputy Attorney General 28 Intervision Deputy Attorney General 29 | attributed to Causes of Action 1 through 2; and | | | | | | | |
| 7 Dated: February 2, 2004. 8 BILL LOCKYER 9 Attorney General of the State of Californ 10 RICHARD M. FRANK 11 Chief Assistant Attorney General 12 WILL BRIEGER 13 Acting Chief Assistant Attorney General 14 Senior Assistant Attorney General 15 Supervising Deputy Attorney General 16 Image: Senior Assistant Attorney General 17 BARBARA M. MOTZ 18 Attorneys for the Plaintiff 19 State Of CALIFORNIA, ex rel 19 BILL LOCKYER 20 Image: Senior Assistant Attorney General 21 Image: Senior Assistant Attorney General 22 Image: Senior Assistant Attorney General 23 Image: Senior Assistant Attorney General 24 Image: Senior Assistant Attorney General 25 Image: Senior Assistant Attorney General 26 Image: Senior Assistant Attorney General 27 Image: Senior Assistant Attorney General 28 Image: Senior Assistant Attorney General 29 Image: Senior Asenior Assistant Attorney | | | 4. | For such other and fur | rther legal and equitable relief as the Court may | | | |
| BILL LOCKYER Attorney General of the State of Californ RICHARD M. FRANK Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General KATHLEEN FOOTE Senior Assistant Attorney General BARBARA M. MOTZ Supervising Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General BARBARA M. MOTZ MUTA W. KARLIN Deputy Attorney General BARBARA M. MOTZ Attorneys for the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER BILL LOCKYER BILL LOCKYER BILL LOCKYER | deem just and proper. | | | | | | | |
| 9 BILL LOCKYER Attorney General of the State of Californ RICHARD M. FRANK Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General KATHLEEN FOOTE Senior Assistant Attorney General BARBARA M. MOTZ Supervising Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General 14 OLIVIA W. KARLIN Deputy Attorney General 15 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 19 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 21 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 22 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 23 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 24 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 23 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 24 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel 26 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel | Dated | ed: | Febru | uary 2, 2004. | | | | |
| Attorney General of the State of Californ RICHARD M. FRANK Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General KATHLEEN FOOTE Senior Assistant Attorney General BARBARA M. MOTZ Supervising Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General 14 OLIVIA W. KARLIN Deputy Attorney General 15 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 Image: Comparison of the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER | | | | | | | | |
| 10 RICHARD M. FRANK Chief Assistant Attorney General WILL BRIEGER Acting Chief Assistant Attorney General KATHLEEN FOOTE Senior Assistant Attorney General BARBARA M. MOTZ Supervising Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General 14 Deputy Attorney General 15 Image: State Sta | | | | | | | | |
| 11 WILL BRIEGER 12 Acting Chief Assistant Attorney General 13 Senior Assistant Attorney General 14 BARBARA M. MOTZ 15 OLIVIA W. KARLIN 16 Image: State of the plaintiff 17 BARBARA M. MOTZ 18 State of the plaintiff 19 BILL LOCKYER 20 Image: State of the plaintiff 21 Image: State of the plaintiff 22 Image: State of the plaintiff 23 Image: State of the plaintiff 24 Image: State of the plaintiff 25 Image: The plaintiff 26 Image: The plaintiff 10 Image: The plaintiff | | | | | RICHARD M. FRANK | | | |
| 12 KATHLEEN FOOTE Senior Assistant Attorney General BARBARA M. MOTZ Supervising Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General 14 OLIVIA W. KARLIN Deputy Attorney General 15 Image: Comparison of the term of the term of the term of the term of t | | | | | WILL BRIEGER | | | |
| Supervising Deputy Attorney General OLIVIA W. KARLIN Deputy Attorney General BARBARA M. MOTZ Attorneys for the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER BILL LOCKYER BILL LOCKYER 10 | | | | | KATHLEEN FOOTE | | | |
| Deputy Attorney General Deputy | | | | | Supervising Deputy Attorney General | | | |
| 16171818192021222324252610 | | | | | | | | |
| 17BARBARA M. MOTZ18Attorneys for the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER2021212223242410 | | | | | | | | |
| Attorneys for the Plaintiff STATE OF CALIFORNIA, ex rel BILL LOCKYER 20 21 22 23 24 25 26 10 | | | | | | | | |
| 18 STATE OF CALIFORNIA, ex rel 19 BILL LOCKYER 20 1 21 1 22 1 23 10 | | | | | | | | |
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| Paonla of the State of California & Safaway, Palnhs, and Albertsons | <u> </u> | | 1 | People of the State of Californ | nia v. Safeway, Ralphs, and Albertsons | | | |
| 28 COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, ATTORNEYS' FEES ANI RELIEF FOR VIOLATIONS OF TITLE 15 U.S.C.§ 1 | | | | | | | | |