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County of Alameda

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** Motion for pro hac vice admission forthcoming*

[NAMES AND ADDRESSES OF ADDITIONAL
COUNSEL APPEAR ON SIGNATURE PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ALEE KARIM, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

BEST BUY CO., INC.,

Defendant.

Case No. **22CV014203**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Alee Karim ("Plaintiff"), by his undersigned attorneys, Bramson, Plutzik, Mahler &
 2 Birkhaeuser, LLP, and Wittels McInturff Palikovic, brings this consumer protection action in his
 3 individual capacity and on behalf of a class of consumers defined below against Defendant Best Buy
 4 Co., Inc., ("Best Buy"), and hereby alleges the following, with knowledge as to his own acts and
 5 upon information and belief as to all other acts:
 6

7 INTRODUCTION

8 1. Best Buy is one of the nation's top consumer electronics retailers, with more than \$49
 9 billion in sales in 2020.¹ Once known for its big box stores,² in recent years Best Buy has increasingly
 10 relied on online sales to drive revenue, with online sales accounting for 43.1% of its total revenue in
 11 the United States in fiscal year 2021, up from just 15.5% in 2018.³
 12

13 2. Best Buy has sought to maximize its online revenue by aggressively and sometimes
 14 deceptively marketing internet security protection plans and other auto-renewing subscriptions to all
 15 customers regardless whether the customer expressed any interest in such services or any desire to
 16 purchase them. Best Buy has described these service offerings as "FREE," without disclosing that
 17 the service will automatically convert into a paid, auto-renewing subscription at a later date unless
 18 the consumer cancels or takes other affirmative action, and without sending an email or other
 19 communication, before the auto-renewal of the service is imposed, to alert consumers that they are
 20 about to be charged for such renewal. Additionally, Best Buy has made it difficult for consumers to
 21 cancel the unwanted subscriptions and the accompanying unauthorized charges.
 22
 23

24 ¹ Sales of the leading 13 consumer electronics retailers in North America from 2010 to 2020,
 25 Statista.com, available at [https://www.statista.com/statistics/642322/leading-consumer-electronics-](https://www.statista.com/statistics/642322/leading-consumer-electronics-retailers-of-the-us/)
 26 [retailers-of-the-us/](https://www.statista.com/statistics/642322/leading-consumer-electronics-retailers-of-the-us/) (last visited July 1, 2022).

26 ² Total number of Best Buy stores worldwide from 2010 to 2021, Statista.com, available at
 27 <https://www.statista.com/statistics/249585/total-number-of-best-buy-stores-worldwide/> (July 1,
 28 2022).

27 ³ Best Buy's online revenue as share of total revenue in the United States from FY 2018 to FY
 28 2021*, Statista.com, available at [https://www.statista.com/statistics/1124191/online-revenue-share-](https://www.statista.com/statistics/1124191/online-revenue-share-total-revenue-best-buy/)
[total-revenue-best-buy/](https://www.statista.com/statistics/1124191/online-revenue-share-total-revenue-best-buy/) (July 1, 2022).

1 3. Best Buy is well aware that its consumers are often surprised by unauthorized charges
2 appearing on their payment method statements or accounts. Best Buy offers a customer service help
3 page on its website on the topic of “Statement Charges,” aimed at consumers who have “discovered
4 a charge on your statement that you don’t recognize[,]” including for internet security software
5 subscriptions, and are trying to decipher what that charge is.⁴ Since at least 2016, Best Buy’s social
6 media specialists have also included information on surprise charges “discovered” by consumers in
7 a Customer Service Knowledge Base article on Best Buy’s customer forums.⁵

9 4. Indeed, Best Buy readily acknowledges that “[g]etting an unexpected charge on your
10 bank account can be disconcerting, especially if it’s for something you didn’t want to sign up for, or
11 have renew.”⁶ Yet Best Buy has made this unnerving experience part of its e-commerce business
12 model, trapping consumers into unintended purchases of paid internet security subscriptions and
13 other auto-renewing subscriptions.

15 5. Only through a class action can Best Buy’s customers remedy this wrongdoing.
16 Because the monetary damages suffered by each customer are small compared to the much higher
17 cost a single customer would incur in trying to challenge Best Buy’s unlawful practices, it makes no
18 financial sense for an individual customer to bring his or her own lawsuit. Furthermore, many
19 customers do not realize they are victims of Best Buy’s deceptive conduct and continue to be charged
20 to this day. With this class action, Plaintiff and the Class seek redress for Best Buy’s unfair business
21 practices, including the recovery of the charges Best Buy has imposed on Plaintiff and the Class
22 contrary to law.

24
25 ⁴ Statement Charges, BestBuy.com, available at <https://www.bestbuy.com/site/help-topics/geek-squad-charges/pcmcat372900050006.c?id=pcmcat372900050006> (last visited July 1, 2022).

26 ⁵ Customer Service Knowledge Base: What is this Charge on my Statement?, BestBuy.com, available at <https://forums.bestbuy.com/t5/Customer-Service-Knowledge-Base/What-is-this-Charge-on-my-Statement/ta-p/954656> (last visited July 1, 2022).

27 ⁶ Need Help with a Cancel or Renewal of a Subscription Service?, BestBuy.com, available at <https://forums.bestbuy.com/t5/Other-Customer-Service-Support/Need-Help-with-a-Cancel-or-Renewal-of-a-Subscription-Service/m-p/1377205/highlight/true#M58742> (last visited July 1, 2022).

JURISDICTION AND VENUE

6. This Court has personal jurisdiction over Best Buy because it conducts substantial business in Alameda County, has sufficient minimum contacts with this state, and otherwise purposely avails itself of the privileges of conducting business in California by marketing and selling products and services in California, and the injuries to California consumers that Plaintiff seeks to prevent through public injunctive relief arise directly from Best Buy's continuing conduct in California, including, but not limited to, directing its auto-enrollment and renewal practices at California consumers.

7. Venue is proper in this Court pursuant to Code of Civil Procedure § 395 because Best Buy transacts business and receives significant payments from consumers in the County of Alameda, and a substantial part of the events or omissions giving rise to the claims occurred in this venue.

PARTIES

8. **Plaintiff Alee Karim** is a natural person and a resident of Oakland, California, in the County of Alameda. Best Buy enrolled him in a free 3-month subscription to Trend Micro internet security software at or around the time of his purchase of a television from Best Buy's website in February 2020 and began charging him for an auto-renewing monthly subscription to that software in May 2020.

9. Plaintiff is a consumer who was victimized by Best Buy's auto-enrollment scheme, suffered injury in fact and lost money because of Best Buy's violations of California's consumer protection statutes and thus has standing to pursue public injunctive and other relief to protect California consumers from Best Buy's continuing violations.

10. **Defendant Best Buy Co., Inc.** is a consumer electronics retailer whose headquarters is located at 7601 Penn Avenue South, Richfield, Minnesota. Best Buy does business throughout California, including in Alameda County.

FACTUAL ALLEGATIONS

A. Plaintiff Karim Purchases a Television and Receives Two Mysterious Emails

11. On or around February 21, 2020, Plaintiff Alee Karim visited Best Buy's website bestbuy.com to purchase a television.

12. Mr. Karim chose a television, added it to his online shopping cart on bestbuy.com, and began Best Buy's checkout process.

13. Mr. Karim completed the Best Buy checkout process and authorized Defendant to charge \$388.35 to his PayPal account for the television.

14. Mr. Karim expected and intended his purchase of the television to be a one-time transaction and at no point during this transaction did Mr. Karim expect or intend to enter an ongoing billing relationship with Best Buy.

15. Three days later, on February 24, 2020 at approximately 12:18 p.m. PST, Best Buy sent Mr. Karim an email with the nondescript subject line "We've received your order #BBY01-805692797405." The email purported to provided "a summary of [his] purchase," thanked him "for shopping at Best Buy®," and advised that the Customer Care Team "appreciate[d]" Mr. Karim's business and "look[ed] forward to seeing [him] soon." A copy of the 12:18 p.m. email is attached hereto as Exhibit 1.

16. Under a section entitled "Services & Digital Downloads," the 12:18 p.m. email listed two items: "Best Buy – Total Tech Support Monthly Membership" and "Trend Micro Internet Security + Antivirus TTS."

17. At no point on or prior to February 24, 2020 did Mr. Karim knowingly take any action to purchase either "Best Buy – Total Tech Support Monthly Membership" or "Trend Micro Internet Security + Antivirus TTS" nor did Mr. Karim knowingly give his affirmative consent to purchase any product or service that would automatically renew.

1 18. Best Buy later charged Mr. Karim \$2.99 on a recurring, monthly basis for the “Trend
2 Micro” software.

3 19. Under its own terms, which referred to a “purchase” and “order” that Mr. Karim had
4 supposedly already made, the 12:18 p.m. email could not fulfill Best Buy’s obligations under
5 California’s Automatic Renewal Law, BUS. & PROF. CODE § 17602(a)(1), which required Best Buy
6 to present the automatic renewal offer terms in a clear and conspicuous manner *before the*
7 *subscription or purchasing agreement is fulfilled*. In any event, this email failed to present those
8 offer terms in a clear and conspicuous manner because, among other defects, the language is
9 presented in black, unbolded, unitalicized, and non-underlined text of the same font, size, and color
10 as nearby text. *See id.* § 17601(c).

11 20. Later in the 12:18 p.m. email, under the heading “Total Tech Support,” Best Buy
12 wrote “Your Total Tech Support plan with Internet Security software automatically renews each
13 month” and “Your credit card will be charged \$19.99 (or the then-current price) plus tax on your
14 monthly renewal date unless you cancel before then. Cancel anytime by calling 1-888-BEST BUY.”

15 21. These purported disclosures do not meet the additional requirements that California’s
16 Automatic Renewal Law places on business *after* purchase of an automatically renewing product or
17 service.

18 22. First, it is not clear to a reasonable consumer like Mr. Karim that this section labelled
19 “Total Tech Support” applies to the “Trend Micro” program listed separately from “Total Tech
20 Support” earlier in the email. Thus, the 12:18 email is not “an acknowledgement” within the meaning
21 of BUS. & PROF. CODE §§ 17602(a)(3) and 17601(b) with respect to Trend Micro because the
22 purported disclosures contained within the email refer to Total Tech Support, a different product or
23 service than the Trend Micro program for which Mr. Karim was later charged.
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23. Second, to the extent that any purported disclosures within the 12:18 p.m. email could be said to reasonably apply to the Trend Micro program, they nonetheless violate California's ARL. Specifically, the "acknowledgment" required under BUS. & PROF. CODE § 17602(a)(3) must "include[] the automatic renewal offer terms" which consists of five enumerated "clear and conspicuous disclosures," *id.* § 17601(b). The 12:18 p.m. email failed to meet these standards in at least the following ways:

- a. None of the purported disclosures contained in the 12:18 p.m. are clear and conspicuous, because they are not in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.
- b. The purported disclosures do not meet all five criteria that make up "automatic renewal offer terms" as defined by statute, BUS. & PROF. CODE § 17601(b). For example, the 12:18 p.m. email does not state that Mr. Karim would be charged \$2.99 for Trend Micro, in violation of BUS. & PROF. CODE § 17601(b)(3).
- c. Though sent in February 2020, the 12:18 p.m. email did not disclose that Best Buy would not begin charging Mr. Karim for the Trend Micro program until May 2020, and thus fails to meet the requirement in BUS. & PROF. CODE § 17602(a)(3) that the acknowledgment disclose how Mr. Karim could cancel prior to paying for Trend Micro.

24. Third, because Mr. Karim believes any purported acceptance of an offer to subscribe to this service (if at all, which he denies) occurred as part of his online purchase of a television set, Best Buy was obligated to provide an exclusively online method for cancellation (such as a pre-formatted cancellation email for the consumer to return). *See id.* § 17602(c).

25. Shortly after the 12:18 p.m. email, Best Buy sent a second email at approximately 12:27 p.m. PST on February 24, 2020. This email listed "Trend Micro Internet Security + Antivirus TTS" under a section entitled "Services & Digital Downloads," but made no mention of the "Best Buy – Total Tech Support Monthly Membership" separately listed in the 12:18 p.m. email. Nothing in this subsequent email sufficed to meet Best Buy's obligations under BUS. & PROF. CODE §§ 17601 and 17602 as described above. A copy of the 12:27 p.m. email is attached hereto as Exhibit 2.

B. Best Buy Bills Plaintiff Karim for “Trend Micro” and Mr. Karim attempts to cancel.

26. Mr. Karim was never charged for “Best Buy – Total Tech Support Monthly Membership” despite the content of the 12:18 p.m. email, which was fine with Mr. Karim since he never desired that service nor knowingly enrolled in it.

27. However, without Mr. Karim’s knowing consent and even though Best Buy never complied with the legal disclosure requirements applicable to auto-renewing services, Best Buy began charging a monthly fee of \$2.99 to Mr. Karim’s credit card beginning on May 26, 2020.

28. Later in 2020, Mr. Karim discovered that Best Buy had charged his credit card a recurring monthly fee of \$2.99. Surprised by the charge and wanting to avoid future charges for an internet security protection plan that he did not use and did not want, Mr. Karim attempted to cancel on bestbuy.com, but was not successful in terminating the automatic renewal of the Trend Micro antivirus program exclusively online, as required by BUS. & PROF. CODE § 17602(c).

29. Best Buy continued to charge Mr. Karim’s credit card a recurring fee of \$2.99 on a monthly basis through July 25, 2021.

30. On or around July 25, 2021, Mr. Karim sought to cancel again. Because there was no self-service method of cancellation available on Best Buy’s website, Mr. Karim ultimately placed a phone call to Best Buy’s customer support. Best Buy then cancelled the recurring charge, but by then had already charged Mr. Karim \$44.85 for 15 months of an anti-virus program he never wanted or intended to use and, indeed, had never even downloaded.

31. At no point did Mr. Karim receive the clear and conspicuous disclosures from Best Buy required by law when a consumer is offered a product or service which will auto-renew in the future. Had Mr. Karim received those clear and conspicuous disclosures and been clearly asked for his affirmative consent to be charged for an “internet security” or anti-virus plan or service, he would have refused to give such consent. Further, had Best Buy provided to Mr. Karim a clearly disclosed

1 and easily accessible means for online cancellation of the plan or service which it was charging him
 2 for, Mr. Karim would have used that online procedure in late 2020 and would have avoided monthly
 3 charges which Best Buy collected from him.

4 32. Mr. Karim intends to purchase products and services in the future for himself and his
 5 family from electronics retailers, including Best Buy, as long as he can gain some confidence in Best
 6 Buy's representations about its services and automatic enrollment and renewal practices.
 7

8 CLASS ACTION ALLEGATIONS

9 33. As alleged throughout this Complaint, the Class claims all derive directly from a
 10 single course of conduct by Best Buy. Best Buy has engaged in uniform and standardized conduct
 11 toward the Class—its autoenrollment and subscription billing tactics—and this case is about the
 12 responsibility of Best Buy, at law and in equity, for that conduct.
 13

14 34. Plaintiff Karim sues on his own behalf and on behalf of a Class for damages and
 15 injunctive relief under California Code of Civil Procedure § 382 and Civil Codes §1781.

16 35. The Class is preliminarily defined as follows:

17 All California consumers who have been charged by Best Buy for an
 18 auto-renewing subscription for any product or service in connection
 19 with a purchase made via the Best Buy website from July 11, 2018 to
 20 the date of judgment. The following entities and individuals are not
 21 Class Members: (a) Best Buy and any and all of its predecessors,
 22 successors, assigns, parents, subsidiaries, affiliates, directors,
 23 officers, employees, agents, representatives, and attorneys, and any
 24 and all of the parents', subsidiaries', and affiliates' present and former
 25 predecessors, successors, assigns, directors, officers, employees,
 26 agents, representatives, and attorneys; (b) any judicial officer
 27 presiding over the Action, or any member of his or her immediate
 28 family or of his or her judicial staff.

36. Plaintiff does not know the exact size of the Class, since such information is in the
 exclusive control of Defendant. Plaintiff believes, however, that the Class encompasses at least
 several thousand Class Members. Accordingly, the members of the Class are so numerous that
 joinder of all such persons is impracticable.

1 37. The Class is united by a community of interest and is ascertainable. It is ascertainable
2 because its members can be readily identified using data and information kept by Best Buy in the
3 usual course of business and within its control.

4 38. The Named Plaintiff is an adequate class representative. His claims are typical of the
5 claims of the Class and do not conflict with the interests of any other members of the Class. Plaintiff
6 and the other members of the Class were subject to the same or similar enrollment and billing
7 practices engineered by Best Buy. Further, Plaintiff and members of the Class sustained substantially
8 the same injuries arising out of Best Buy's conduct.

9 39. Plaintiff will fairly and adequately protect the interests of all Class members. Plaintiff
10 has common interests with all members of the Class and will vigorously protect the interests of the
11 Class through the qualified and experienced class action attorneys he has hired to represent his
12 interests and those of the Class.

13 40. Questions of law and fact are common to the Class and predominate over any
14 questions affecting only individual Class members, and a class action will generate common answers
15 to the questions below, which are apt to drive the resolution of this action:

- 16 a. Whether Best Buy's conduct violates the applicable California consumer
17 protection statutes;
18 b. Whether Class Members have been injured by Best Buy's conduct;
19 c. Whether, and to what extent, equitable relief and/or other relief should be
20 imposed on Best Buy, and, if so, the nature of such relief.; and
21 d. The extent of class-wide injury and the measure of damages for those
22 injuries.

23 41. Given the common questions to be resolved, a class action is superior to all other
24 available methods for resolving this controversy because i) the prosecution of separate actions by
25 Class members will create a risk of adjudications with respect to individual Class members that will,
26 as a practical matter, be dispositive of the interests of the other Class members not parties to this
27
28

1 action, or substantially impair or impede their ability to protect their interests; ii) the prosecution of
 2 separate actions by Class members will create a risk of inconsistent or varying adjudications with
 3 respect to individual Class members, which will establish incompatible standards for Best Buy's
 4 conduct; iii) Best Buy has acted or refused to act on grounds generally applicable to all Class
 5 members; and iv) questions of law and fact common to the Classes predominate over any questions
 6 affecting only individual Class members.

7
 8 42. Plaintiffs and the members of the class are entitled to an award of attorneys' fees and
 9 costs against Best Buy.

10 WHEREFORE, Plaintiffs, on behalf of themselves and all other similarly situated, pray for
 11 judgement as set forth below.

12 CAUSES OF ACTION

13 COUNT 1

14 **CALIFORNIA AUTOMATIC RENEWAL LAW**

15 43. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

16 44. Plaintiff brings this claim on his own behalf and on behalf of each Class member.

17 45. The California Automatic Renewal Law, BUS. & PROF. CODE §§ 17600 *et seq.*,
 18 became effective on December 1, 2010.

19
 20 46. BUS. & PROF. CODE §§ 17600 *et seq.*, declares unlawful "the practice of ongoing
 21 charging of consumer credit or debit cards or third-party payment accounts without the consumers'
 22 explicit consent for ongoing shipments of a product or ongoing deliveries of service." To ensure that
 23 result, the law requires certain clear disclosures be made to any consumer being offered a product or
 24 service which will automatically renew at some point in the future. Best Buy's conduct as alleged
 25 in this Complaint was unlawful because it failed to comply with the requirements of BUS. & PROF.
 26 CODE § 17602. Best Buy's failures to comply include at least the following independent violations:
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 28

- a. Best Buy failed to present the terms of its automatic renewal or continuous service offer in a clear and conspicuous manner before fulfilling the subscription and in visual proximity to the request for consent to the offer, as required by BUS. & PROF. CODE § 17602(a)(1);
- b. Best Buy charged Plaintiff's and the Class's credit or debit cards, or the consumer's account with a third party, for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous offer terms, as required by BUS. & PROF. CODE § 17602(a)(2);
- c. Best Buy failed to provide an acknowledgment that includes the automatic renewal offer terms or continuous offer terms, cancellation policy, and information regarding how to cancel, and to allow Plaintiff and the Class to cancel the automatic renewal or continuous service before they paid for it, as required by BUS. & PROF. CODE § 17602(a)(3);
- d. Best Buy failed to provide a toll-free telephone number, electronic mail address, a postal address or another cost-effective, timely, and easy-to-use mechanism for cancellation described in BUS. & PROF. CODE § 17602(a)(3), as required by BUS. & PROF. CODE § 17602(b);
- e. Best Buy failed to allow Plaintiff and the Class to terminate the automatic renewal or continuous service exclusively online, as required by BUS. & PROF. CODE § 17602(c).

47. Plaintiff and the Class are entitled to a declaration that Best Buy's conduct was and is unlawful in that it fails to comply with the requirements of the Automatic Renewal Law.

COUNT 2

CALIFORNIA UNFAIR COMPETITION LAW—UNLAWFUL BUSINESS PRACTICES

48. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

49. Plaintiff brings this claim on his own behalf and on behalf of the Class.

50. BUS. & PROF. CODE § 17200 *et seq.* (the "Unfair Competition Law" or "UCL") prohibits acts of "unfair competition," including any unlawful, fraudulent or unfair business acts or practices as well as any acts contrary to the requirements of BUS. & PROF. CODE § 17500.

51. Under the "unlawful" prong of the UCL, a violation of another law is treated as unfair competition and is independently actionable.

52. Best Buy committed unlawful business practices under the UCL because it imposed charges without complying with all applicable requirements of BUS. & PROF. CODE §§ 17600 *et seq.*, as alleged above.

53. As a result of Best Buy's unlawful and unfair business practices, Plaintiff suffered an injury in fact and lost money or property.

54. Pursuant to BUS. & PROF. CODE § 17203, Plaintiff and the Class are entitled to an order: (1) requiring Best Buy to make restitution to Plaintiff and the Class; (2) enjoining Best Buy from charging Plaintiff's and Class members' credit cards, debit cards, and/or third party payment accounts until such time as Best Buy obtains the consumer's affirmative consent to an agreement that contains clear and conspicuous disclosures of all automatic renewal or continuous service offer terms and meets all other legal requirements; and (3) enjoining Best Buy from making automatic renewal or continuous service offers in the State of California that do not comply with the California Automatic Renewal Law.

COUNT 3

CALIFORNIA UNFAIR COMPETITION LAW—UNFAIR BUSINESS PRACTICES

55. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

56. Plaintiff brings this claim on his own behalf and on behalf of the Class.

57. BUS. & PROF. CODE §§ 17200 *et seq.* (the "Unfair Competition Law" or "UCL") prohibits acts of "unfair competition," including any unlawful, fraudulent or unfair business acts or practices as well as any acts contrary to the requirements of BUS. & PROF. Code § 17500.

58. The courts have adopted differing tests for determining whether a business act or practice is "unfair" under the UCL. Best Buy's practices as alleged above were and are "unfair" and therefore violative of the UCL, under any and all of these tests. Best Buy's practices have resulted in substantial injury to consumers that was not outweighed by any countervailing benefits to

1 consumers or to competition and was not reasonably avoidable by the consumers themselves.
 2 Alternatively, Best Buy's practices offended an established public policy and/or were immoral,
 3 unethical, oppressive, unscrupulous or substantially injurious to consumers. Alternatively, Best
 4 Buy's practices were contrary to a public policy "tethered" to a specific constitutional, statutory or
 5 regulatory provision.
 6

7 59. As a result of Best Buy's unlawful and unfair business practices, Plaintiff suffered
 8 an injury in fact and lost money or property.

9 60. Pursuant to BUS. & PROF CODE §17203, Plaintiff and the Class are entitled to an order:
 10 (1) requiring Best Buy to make restitution to Plaintiff and the Class; (2) enjoining Best Buy from
 11 charging Plaintiff's and Class members' credit cards, debit cards, and/or third party payment
 12 accounts until such time as Best Buy obtains the consumer's affirmative consent to an agreement
 13 that contains clear and conspicuous disclosures of all automatic renewal or continuous service offer
 14 terms and meets all other legal requirements; and (3) enjoining Best Buy from making automatic
 15 renewal or continuous service offers in the State of California that do not comply with California
 16 Automatic Renewal Law.
 17

18 COUNT 4

19 **CALIFORNIA UNFAIR COMPETITION LAW-FRAUDULENT PRACTICES AND** 20 **FALSE ADVERTISING**

21 61. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

22 62. Plaintiff brings this claim on his own behalf and on behalf of the Class.

23 63. BUS. & PROF. CODE §§ 17200, *et seq.* (the "Unfair Competition Law" or "UCL")
 24 prohibits acts of "unfair competition," including any unlawful, fraudulent or unfair business acts or
 25 practices as well as any acts contrary to the requirements of BUS. & PROF. CODE § 17500.
 26

27 64. Best Buy's acts, omissions, nondisclosures, and misleading statements as alleged
 28 herein were and are false, misleading, and/or likely to deceive the consuming public, and thus

1 constituted fraudulent business practices in violation of the UCL. Moreover, those acts, omissions,
 2 nondisclosures, and misleading statements were contrary to the provisions of the False Advertising
 3 Law, BUS. & PROF. CODE § 17500 and constitute violations of the UCL for that reason as well.

4 65. As a result of Best Buy's unlawful and unfair business practices, Plaintiff suffered an
 5 injury in fact and lost money or property.

6 66. Pursuant to BUS. & PROF. CODE §17203, Plaintiff and the Class are entitled to an
 7 order: (1) requiring Best Buy to make restitution to Plaintiff and the Class; (2) enjoining Best Buy
 8 from charging Plaintiff's and Class members' credit cards, debit cards, and/or third party payment
 9 accounts until such time as Best Buy obtains the consumer's affirmative consent to an agreement
 10 that contains clear and conspicuous disclosures of all automatic renewal or continuous service offer
 11 terms and meets all other legal requirements; and (3) enjoining Best Buy from making automatic
 12 renewal or continuous service offers in the State of California that do not comply with California
 13 Automatic Renewal Law.
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16 COUNT 5

17 **CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**

18 67. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

19 68. Plaintiff brings this claim on his own behalf and on behalf of the Class.

20 69. The California Consumers Legal Remedies Act (the "CLRA"), CIV. CODE §
 21 1770(a)(14), prohibits certain specified unlawful acts and practices if utilized in connection with any
 22 transaction involving the sale or lease of goods or services to a consumer.
 23

24 70. Best Buy violated CIV. CODE § 1770, subdivisions (a)(5), (a)(9), (a)(14) and (a)(16)
 25 by, inter alia, representing that Best Buy's goods and services have certain characteristics that they
 26 do not have; advertising goods and services with the intent not to sell them as advertised; representing
 27 that a transaction confers or involves rights, remedies, or obligations that it does not have or involve,
 28

1 or that are prohibited by law; and representing that the subject of a transaction has been supplied in
2 accordance with a previous representation when it has not.

3 71. Plaintiff and the Class members are “consumers” within the meaning of CIV. CODE §
4 1761(d) in that Plaintiff and the Class members were charged by Best Buy in connection with
5 transactions involving goods or services sought or acquired for personal, family, or household
6 purposes.
7

8 72. Best Buy’s internet security protection plans and other auto-renewing subscriptions
9 constitute “services” within the meaning of CIV. CODE § 1761(b).

10 73. Plaintiff has standing to pursue these claims because he suffered injury in fact and a
11 loss of money and/or property as a result of the wrongful conduct alleged herein. Plaintiff neither
12 intended to nor knowingly did purchase any internet security protection services from Best Buy, nor
13 did Plaintiff expect or intend to be charged for such a service on an “auto-renewing” basis. But for
14 Best Buy’s wrongful practices, Plaintiff would not have been charged for such a service. Yet he was
15 charged, and paid, for that service.
16

17 74. The charges imposed by Best Buy, purportedly in exchange for auto-renewing
18 subscriptions, to Plaintiff and Class Members are “transactions” within the meaning of CIV. CODE §
19 1761(e).
20

21 75. As a direct and proximate result of result of Best Buy’s violations of the CLRA,
22 Plaintiff and the Class were wrongfully charged fees for Best Buy’s auto-renewing subscriptions.

23 76. Accordingly, Plaintiff and the Class Members seek an injunction prohibiting Best Buy
24 from engaging in the unlawful practices alleged herein. If Best Buy fails to rectify or agree to rectify
25 the unlawful acts detailed above and give notice to all affected consumers within 30 days of written
26 notice pursuant to § 1782 of the CLRA, Plaintiff will amend this Complaint to add claims for
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compensatory damages, and restitution of any ill-gotten gains due to Best Buy's acts and practices, as well as any other remedies the Court may deem appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:

- (a) Issue an order certifying the Class defined above, appointing Plaintiff as Class representative, and designating Bramson, Plutzik, Mahler & Birkhaeuser, LLP and Wittels McInturff Palikovic as Class Counsel;
- (b) Find that Best Buy has committed the violations of law alleged herein;
- (c) Enter an appropriate order awarding restitution and monetary damages to the Class;
- (d) Enter an order granting appropriate injunctive relief on behalf of the Class;
- (e) Award pre-judgment interest, costs, reasonable attorneys' fees and expenses; and
- (f) Grant all such other relief as the Court deems appropriate.

Dated: July 11, 2022

**BRAMSON, PLUTZIK, MAHLER &
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** Motion for pro hac vice admission
forthcoming*