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6 *Attorneys for Plaintiffs*
7 *and the Proposed Class*

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 LEROY PORCHIA; ALLEGRA PORCHIA;
MARILYN KAYE; and AARON LAMOREE;
12 For Themselves,
As Private Attorneys General, and
13 On Behalf Of All Others Similarly Situated,

14
15 Plaintiffs,

16 v.

17 BEST BUY CO., INC.,

18 Defendant.
19

Case No. 3:25-cv-00134-TLT

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- 14 **(1) VIOLATION OF CAL. CIVIL CODE § 1750 *et seq.*;**
- 15 **(2) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17500 *et seq.*;**
- 16 **(3) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200 *et seq.***

JURY TRIAL DEMANDED

1 Plaintiffs Leroy Porchia, Allegra Porchia, Marilyn Kaye, and Aaron Lamoree,
2 individually, as private attorneys general, and on behalf of all others similarly situated, allege
3 as follows, on personal knowledge and investigation of their counsel, against Defendant Best
4 Buy Co., Inc. (“Best Buy” or “Defendant”):

5 **I. INTRODUCTION AND SUMMARY**

6 1. Best Buy represents itself as an electronics retailer. Best Buy operates Best Buy
7 retail stores and its website, BestBuy.com, where it advertises, markets, and sells a wide variety
8 of electronic goods throughout California and the United States. This lawsuit concerns only
9 particular products sold by Best Buy that it advertises with false discounts—specifically its
10 TVs and its major appliances, e.g., refrigerators, ranges, dishwashers, microwaves, wall ovens,
11 cooktops, freezers, washers, and dryers (collectively, the “Products”).

12 2. Since at least February 2023, Best Buy has engaged in a massive and consistent
13 false discount advertising scheme both in its retail stores and on its website by advertising
14 perpetual or near-perpetual discounts on the Products. These discounts are taken from Best
15 Buy’s advertised reference prices for the Products. Best Buy represents these reference prices
16 to be Best Buy’s regular and normal prices of the Products, from which the advertised
17 discounts are calculated.

18 3. Best Buy prefaced the reference prices with the word “Was” (e.g., “Was
19 \$3,799.99”) to further indicate that the higher reference price was Best Buy’s previous and
20 regular selling price for the Product. And in its order confirmation emails, Best Buy describes
21 the higher reference price as the “Reg” price, further demonstrating that Best Buy’s intent is for
22 the consumer to understand the reference price to mean Best Buy’s regular selling price for the
23 Product. Best Buy’s advertised discounts and reference prices are false because Best Buy
24 rarely, if ever, offers the Products at their advertised “Was” or “Reg” reference price.

25 4. Best Buy also advertises false limited-time discounts for the Products (e.g.,
26 “Offer ends 1/29”) to induce consumers to purchase the Products immediately before they
27 supposedly return to the (fictitious) reference price. In reality the discounts never end and they
28 continue perpetually past the false “Offer ends” date.

1 5. Best Buy’s deceptive pricing scheme is intended to trick consumers into
2 believing that its Products are worth, and have a market value equal to, the inflated reference
3 price, and that the lower advertised sale price represents a special bargain. Best Buy perpetrates
4 this illegal scheme in order to induce consumers to purchase the Products and to charge more
5 for the Products than it otherwise could have charged.

6 6. Remarkably, since the initial Complaint in this case was filed, Best Buy has
7 essentially admitted to the gravamen of Plaintiffs’ allegations in this Complaint. On January 23,
8 2025—only 15 days after Best Buy was first notified by Plaintiffs of its potential liability for its
9 allegedly illegal pricing scheme, and in obvious direct response to Plaintiffs’ allegations—Best
10 Buy suddenly changed the labeling of its ticketed reference prices from “Was” to “Comp.
11 Value” across all of its sales channels, including in its California stores and on the Best Buy
12 website.

13 7. Notably, all that Best Buy did was change the “Was” label to the “Comp. Value”
14 label for its ticketed reference prices. No other changes were made; the ticketed reference
15 prices, the “sale” prices, and the “Save” dollar amounts for the products remained the same.
16 Best Buy has thereby admitted that Plaintiffs’ allegations are correct—that Best Buy did not
17 regularly offer its products at the ticketed “Was” reference price, and that Best Buy’s discount
18 advertising was thereby misleading and false.

19 8. Meanwhile, even with the new “Comp. Value” label, Best Buy’s ticketed
20 reference prices for the Products *continue* to be inflated, and the advertised discounts *continue*
21 to be false. Best Buy *continues* to deceptively use the term “Reg” to describe its ticketed
22 reference prices in its order confirmation emails. Best Buy *continues* to deceptively use “Reg”
23 on some product pages of its website to describe its reference prices. Best Buy *continues* to
24 falsely describe its reference prices in the online shopping cart as the “Original Price” for the
25 Products. And Best Buy *continues* to advertise false limited-time sales for the Products, where
26 the purported discounts in fact continue perpetually past the fake “Offer ends” date.

27 9. Best Buy’s false discount advertising harms consumers like Plaintiffs by causing
28 them to pay more than they otherwise would have paid and to buy Products that they otherwise

1 would not have bought. *See Hinojos v. Kohl's Corp.*, 718 F.3d 1098, 1107 (9th Cir. 2013)
 2 (“[W]hen a consumer purchases merchandise on the basis of false price information, and when
 3 the consumer alleges that he would not have made the purchase but for the misrepresentation,
 4 he has standing to sue under the UCL and FAL because he has suffered an economic injury.”).
 5 Customers do not enjoy the actual discounts Best Buy promises them, and the Products are not
 6 in fact worth the amount that Best Buy represents to them. Best Buy’s deceptive pricing
 7 scheme also artificially increases the demand for the Products and causes all customers,
 8 including Plaintiffs and Class members, to pay price premiums to Best Buy.

9 10. Best Buy’s false discount advertising violates California’s Consumers Legal
 10 Remedies Act (CLRA), California Civil Code § 1750 *et seq.*; False Advertising Law (FAL),
 11 California Business & Professions Code § 17500 *et seq.*; and Unfair Competition Law (UCL),
 12 California Business & Professions Code § 17200 *et seq.*

13 11. Plaintiffs bring this lawsuit individually and on behalf of a class of California
 14 consumers who purchased from Best Buy one or more Products advertised with a discount
 15 since February 2023. Plaintiffs seek restitution and/or damages for themselves and for each of
 16 the California class members. Additionally, Plaintiffs, acting as private attorneys general, seek
 17 public injunctive relief to protect the general public by enjoining Best Buy from engaging in
 18 the unlawful false advertising scheme alleged herein.

19 **II. THE PARTIES**

20 12. Plaintiff Leroy Porchia is a citizen and resident of the city of Antioch, in Contra
 21 Costa County, California, and is an unsophisticated consumer party.

22 13. Plaintiff Allegra Porchia is a citizen and resident of the city of Antioch, in
 23 Contra Costa County, California, and is an unsophisticated consumer party.

24 14. Plaintiff Marilyn Kaye is a citizen and resident of the city of Chatsworth, in Los
 25 Angeles County, California, and is an unsophisticated consumer party.

26 15. Plaintiff Aaron Lamoree is a citizen and resident of the city of Encinitas, in San
 27 Diego County, California, and is an unsophisticated consumer party.

28 16. Defendant Best Buy Co., Inc. (“Best Buy”) is a corporation chartered under the

1 laws of Minnesota, with its principal place of business at 7601 Penn Ave S, Richfield,
2 Minnesota 55423. Best Buy Co., Inc., owns and operates over 1,000 Best Buy brick-and-mortar
3 retail stores throughout the United States, including 146 in California. Best Buy Co., Inc., also
4 owns and operates the Best Buy website, BestBuy.com.

5 **III. JURISDICTION AND VENUE**

6 17. **Subject Matter Jurisdiction.** This Court has original jurisdiction over this
7 action pursuant to 28 U.S.C. § 1332(d)(2) because the amount in controversy, exclusive of
8 interest and costs, exceeds \$5,000,000, and this is a proposed class action in which there are
9 members of the proposed Class who are citizens of a state different from Best Buy.

10 18. **Personal Jurisdiction.** This Court has personal jurisdiction over Best Buy
11 because, without limitation: (1) Best Buy is authorized to do business and regularly conducts
12 business in the California; (2) the claims alleged herein took place in California; and/or (3) Best
13 Buy has committed tortious acts within California (as alleged, without limitation, throughout
14 this Complaint). Best Buy has sufficient minimum contacts with California to render the
15 exercise of jurisdiction by this Court permissible.

16 19. **Venue.** Venue is proper pursuant to 28 U.S.C. §1391 because Plaintiffs Leroy
17 Porchia and Allegra Porchia are California citizens who reside in this District (specifically, in
18 Contra Costa County). Mr. and Mrs. Porchia also made their purchase from a Best Buy store
19 located in this District.

20 **IV. BEST BUY'S FALSE DISCOUNT ADVERTISING SCHEME**

21 20. Best Buy operates Best Buy retail stores and its website, BestBuy.com, where it
22 advertises, markets, and sells a wide variety of electronic goods throughout California and the
23 United States. Best Buy sells Products from national brands, as well as exclusive Products that
24 are only available from Best Buy.

25 21. Since at least February 2023, Best Buy has engaged in a massive false discount
26 advertising scheme in its retail stores and on its website concerning the Products. Specifically,
27 Best Buy advertises perpetual or near-perpetual discounts on the Products. These discounts are
28 taken from Best Buy's advertised ticketed reference prices for the Products, which are

1 presented as Best Buy’s own regular selling prices for the Products. However, unbeknownst to
2 its customers, the advertised regular prices are false because the Products are never or almost
3 never offered at the supposed regular price. Best Buy perpetrates this illegal scheme in order to
4 induce consumers to purchase the Products and to increase the amount it can charge for the
5 Products.

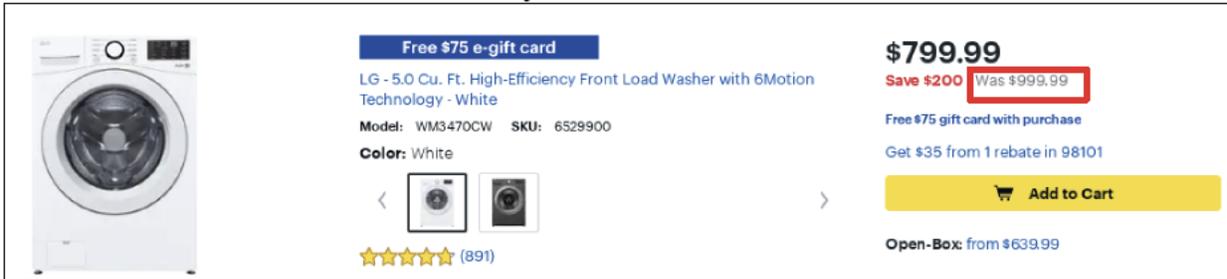
6 22. Best Buy advertises discounts on its Products on the in-store price placards
7 affixed to the Products, and on its website product list pages and individual product pages.
8 Best Buy typically advertises the discounts by advertising a lower discounted price, next to a
9 purported regular price (the “reference price”). Best Buy also advertises a “Save \$xx” dollar
10 amount beside the discounted selling price.

11 23. Up to and including January 22, 2025 (16 days after the initial Complaint in this
12 case was filed), Best Buy prefaced the reference price in its advertising with the word “Was”
13 (e.g., “Was \$3,799.99”) to indicate that the higher reference price was Best Buy’s previous and
14 regular selling price for the Product.

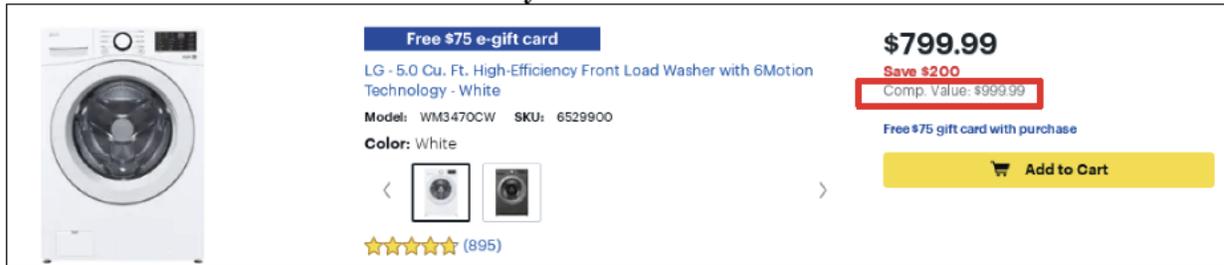
15 24. On January 23, 2025—only 15 days after Best Buy was first notified by
16 Plaintiffs of its potential liability for its allegedly illegal pricing scheme, and in obvious direct
17 response to Plaintiffs’ allegations—Best Buy suddenly changed the labeling of its ticketed
18 reference prices from “Was” to “Comp. Value” across all of its sales channels, including in its
19 California stores and on the Best Buy website. Notably, all that Best Buy did was change the
20 “Was” label to the “Comp. Value” label for its ticketed reference prices. No other changes were
21 made; the ticketed reference prices, the “sale” prices, and the “Save” dollar amounts for the
22 products remained the same.

25. For example, below are screenshots of the identical LG Washer taken before and after the January 23, 2025 change to “Comp. Value”, with red boxes added. (This is the same LG washer, SKU: 6529900, that was purchased by Plaintiff Aaron Lamoree a few months earlier).

Best Buy Website – 1/22/2025



Best Buy Website – 1/23/2025



26. As these screenshots reflect, all that Best Buy did was change the “Was” label to the “Comp. Value” label for its ticketed reference prices. No other changes were made. The ticketed reference prices, the purportedly discounted selling price, and the “Save” dollar amounts for its purportedly discounted products remained the same.

27. Even with the new “Comp. Value” label, Best Buy’s ticketed reference prices *continue* to be inflated, and the advertised discounts *continue* to be false.

28. Best Buy *continues* to this day to falsely advertise special limited-time “sales.” On Best Buy’s in-store price placards that are affixed to the Products, Best Buy continues to state “Offer ends mm/dd” (e.g., “Offer ends 2/26”). Best Buy falsely advertises that its discounts are for a limited time, with a certain end date, in order to induce its customers to purchase the Products immediately so that they do not miss out on the supposed “sale.”

29. To this day, in its order confirmation emails Best Buy *continues* to falsely describe the higher reference price as the “Reg” price.

1 30. To this day, in the BestBuy.com online shopping cart, Best Buy *continues* to
2 falsely represent that the reference price was the “Original Price” for the Product (e.g.,
3 “Original Price \$999.99”).

4 31. To this day, Best Buy also *continues* to falsely advertise the ticketed reference
5 price on many of its website product pages as the “Reg” price (e.g., on its “washer & dryer
6 sets” webpages).

7 32. Best Buy’s in-store advertised discounts, “Was” and “Reg” and “Original”
8 reference prices (and since January 23, 2025, its “Comp. Value” reference prices), “Save”
9 dollar amounts, sale prices, and “Offer ends” dates were and continue to be identical in all of its
10 retail stores throughout the country including its stores in California. The investigation of
11 Plaintiffs’ counsel included visiting Best Buy stores in California, Washington, and Oregon and
12 comparing the advertising and prices in each store—which were identical.

13 33. The prices and discounts on the Best Buy website were and continue to be
14 identical to the prices in Best Buy retail stores. Meanwhile, Best Buy advertised and presented
15 its advertised discounts, reference prices, and sale prices identically to website visitors
16 regardless of what state the visitor is from, including from California.

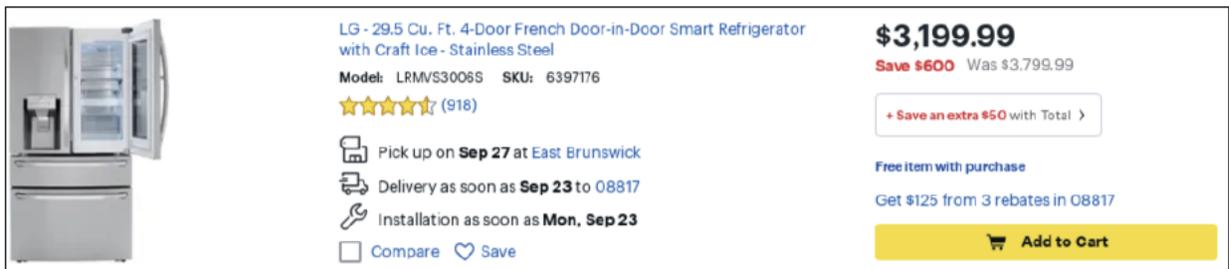
17 34. Examples of Best Buy’s false discount advertising scheme, both in-store and
18 online, are provided below.

19 35. **Example 1: LG Refrigerator.** The photo and screenshot at **Figure 1** below
20 demonstrates Best Buy’s advertising of false “Was” reference prices, false “sale” prices, false
21 dollar savings, and false “Offer ends” dates for an LG Refrigerator. The top image is a photo
22 taken in a Best Buy store on September 22, 2024, of the in-store price placard for an LG 29.5
23 Cu. Ft. 4-Door French Door Refrigerator (SKU No. 6397176). The bottom image is a
24 screenshot of that same LG Refrigerator taken on the Best Buy website that same day.

1 **Figure 1: LG 29.5 Cu. Ft. 4-Door French Door Refrigerator (SKU No. 6397176)**
2 **Best Buy Retail Store – 9/22/2024**



18 **Best Buy Website – 9/22/2024**



24 36. However, these sale advertisements were false. The \$3,799.99 advertised “Was”
25 reference price was not Best Buy’s regular selling price for the LG Refrigerator. In fact, pricing
26 data collected by Plaintiffs’ counsel shows that in the prior 90 days, Best Buy had never offered
27 the LG Refrigerator at the \$3,799.99 advertised “Was” reference price. Instead, Best Buy
28 always offered and sold the refrigerator at a much lower price, typically between \$3,199.99 and

1 \$3,499.99. Customers did not “Save \$600” by purchasing the LG Refrigerator on September
2 22, 2024.

3 37. Best Buy’s statement that the discounted price was for a limited time ending on
4 September 25, 2024 was also false. On September 26, 2024 (the day after the sale purportedly
5 ended), Best Buy continued advertising the LG Refrigerator at the same \$3,199.99
6 “discounted” price.

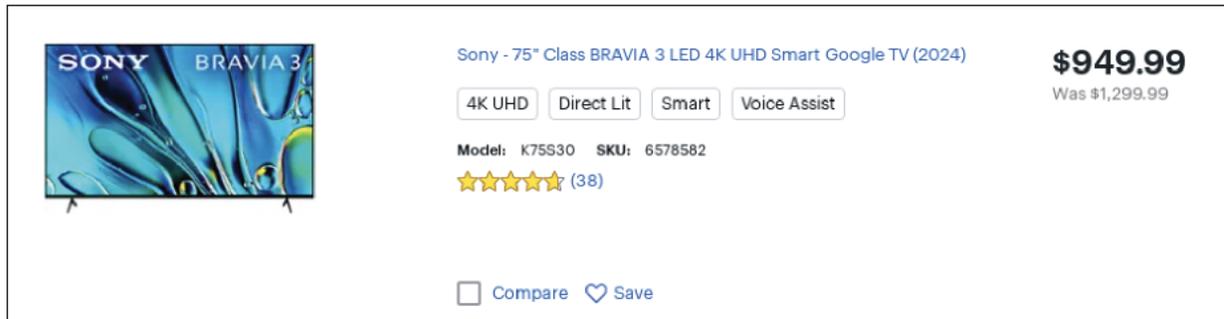
7 38. **Example 2: Sony TV.** The below advertising for a Sony TV is another example
8 of Best Buy’s false “Was” reference prices, false “sale” prices, false dollar savings, and false
9 “Offer ends” dates. Below at the top of **Figure 2** is an in-store photo taken on September 29,
10 2024, of the price placard for the Sony 75” Class BRAVIA 3 LED 4K UHD TV (SKU No.
11 6578582). The bottom image is a screenshot of that same TV taken on the Best Buy website the
12 previous day, September 28, 2024.

1 **Figure 2: Sony 75" Class BRAVIA 3 LED 4K UHD TV (SKU No. 6578582)**

2 **Best Buy Retail Store – 9/29/2024**



16 **Best Buy Website – 9/28/2024**



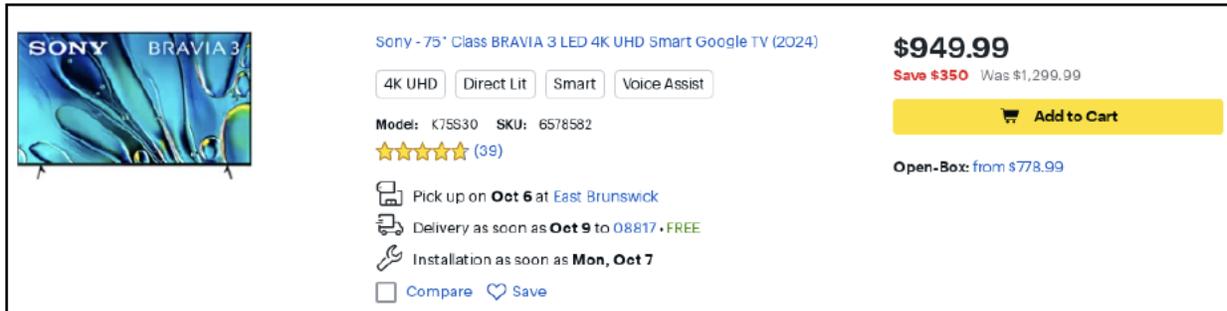
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39. These sale and discount advertisements for the TV were false. The \$1,299.99 advertised “Was” reference price was not Best Buy’s regular selling price for the Sony TV. In fact, pricing data collected by Plaintiffs’ counsel shows that in the prior 90 days, Best Buy had never offered the Sony TV at the \$1,299.99 advertised “Was” reference price. Instead, Best

Buy always offered and sold the TV at a much lower price, typically between \$949.99 and \$999.99. Customers did not “Save \$350” by purchasing the TV on September 29, 2024.

40. Best Buy’s statement that the discounted price was for a limited time ending on September 29, 2024 was also false. On September 30, 2024 (the day after the sale purportedly ended), Best Buy continued advertising the Sony TV at the same \$949.99 “discounted” price (see the screenshot below).

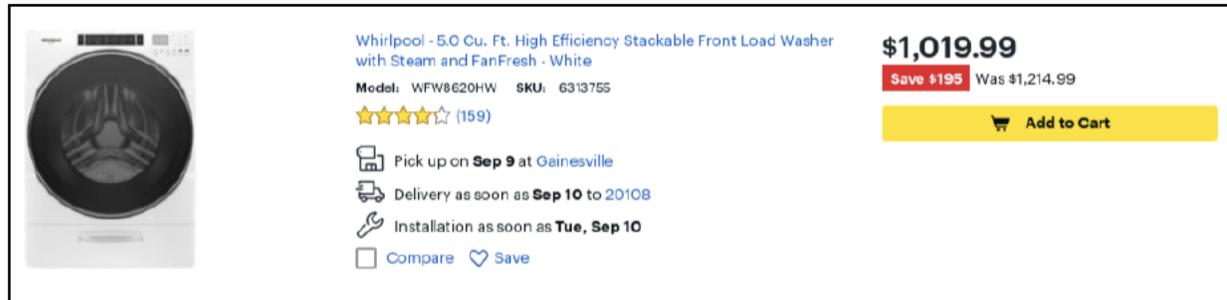
Best Buy Website – 9/30/2024



41. **Example 3: Whirlpool Washer.** The below advertising for a Whirlpool Washer is another example of Best Buy’s false “Was” reference prices, false “sale” prices, and false dollar savings. Below at **Figure 3** is a screenshot of the Whirlpool 5.0 Cu. Ft. Front Load Washer (SKU No. 6313755) taken on the Best Buy website on August 17, 2024.

Figure 3: Whirlpool 5.0 Cu. Ft. Front Load Washer (SKU No. 6313755)

Best Buy Website – 8/17/2024



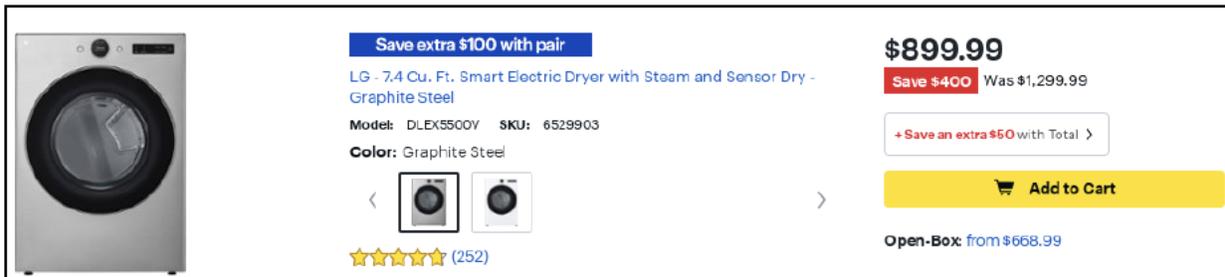
42. The \$1,214.99 advertised “Was” reference price was not Best Buy’s regular selling price for the Whirlpool Washer. In fact, pricing data collected by Plaintiffs’ counsel shows that in the prior 90 days, Best Buy had never offered the Whirlpool Washer at the

1 \$1,214.99 advertised “Was” reference price. Instead, Best Buy always offered and sold the
 2 Whirlpool Washer at a much lower price, typically between \$939.99 and \$1,019.99. Customers
 3 did not “Save \$195” by purchasing the Whirlpool Washer on August 17, 2024.

4 43. **Example 4: LG Dryer.** The below advertising for an LG Dryer is another
 5 example of Best Buy’s false “Was” reference prices, false “sale” prices, and false dollar
 6 savings. Below at **Figure 4** is a screenshot of the LG 7.4 Cu. Ft. Electric Dryer (SKU No.
 7 6529903) taken on the Best Buy website on August 5, 2024.

8 **Figure 4: LG 7.4 Cu. Ft. Electric Dryer (SKU No. 6529903)**

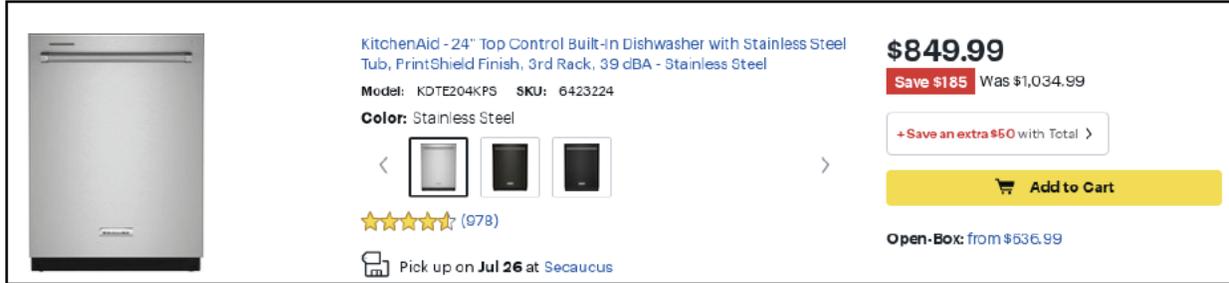
9 **Best Buy Website – 8/05/2024**



15 44. The \$1,299.99 advertised “Was” reference price was not Best Buy’s regular
 16 selling price for the LG Dryer. In fact, pricing data collected by Plaintiffs’ counsel shows that
 17 in the prior 90 days, Best Buy had never offered the LG Dryer at the \$1,299.99 advertised
 18 “Was” reference price. Instead, Best Buy always offered and sold the LG Dryer at \$899.99.
 19 Customers did not “Save \$400” by purchasing the LG Dryer on August 5, 2024.

20 45. **Example 5: KitchenAid Dishwasher.** The below advertising for a KitchenAid
 21 Dishwasher is another example of Best Buy’s false “Was” reference prices, false “sale” prices,
 22 and false dollar savings. Below at **Figure 5** is a screenshot of the KitchenAid 24” Top Control
 23 Dishwasher (SKU No. 6423224) taken on the Best Buy website on July 21, 2024.

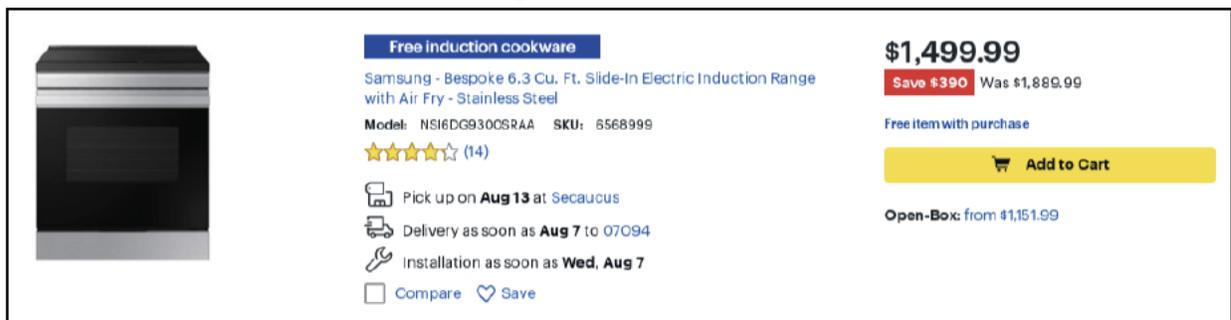
Figure 5: KitchenAid 24” Top Control Dishwasher (SKU No. 6423224)
Best Buy Website – 7/21/2024



46. The \$1,034.99 advertised “Was” reference price was not Best Buy’s regular selling price for the KitchenAid Dishwasher. In fact, pricing data collected by Plaintiffs’ counsel shows that in the prior 90 days, Best Buy had never offered the KitchenAid Dishwasher at the \$1,034.99 advertised “Was” reference price. Instead, Best Buy always offered and sold the KitchenAid Dishwasher at a much lower price, typically between \$799.99 and \$849.99. Customers did not “Save \$185” by purchasing the KitchenAid Dishwasher on July 21, 2024.

47. **Example 6: Samsung Range.** The below advertising for a Samsung Range is another example of Best Buy’s false “Was” reference prices, false “sale” prices, and false dollar savings. Below at **Figure 6** is a screenshot of a Samsung Bespoke 6.3 Cu. Ft. Range (SKU No. 6568999) taken on the Best Buy website on July 19, 2024.

Figure 6: Samsung Bespoke 6.3 Cu. Ft. Range (SKU No. 6568999)
Best Buy Website – 7/19/2024



48. The \$1,889.99 advertised “Was” reference price was not Best Buy’s regular selling price for the Samsung Range. In fact, pricing data collected by Plaintiffs’ counsel shows

1 that in the prior 90 days, Best Buy had never offered the Samsung Range at the \$1,889.99
 2 advertised “Was” reference price. Instead, Best Buy always offered and sold the Samsung
 3 Range at a much lower price, typically between \$1,299.99 and \$1,499.99 (and usually at
 4 \$1299.99). Customers did not “Save \$390” by purchasing the Samsung Range on July 19,
 5 2024. To the contrary, the \$1,499.99 “sale” price was \$200 higher than the \$1,299.99 price that
 6 Best Buy had usually offered the Samsung Range for in the prior 90 days.

7 49. Best Buy’s false discount advertising for the Products described above is typical
 8 and representative of the false discount advertising Best Buy perpetrated for all of its
 9 “discounted” Products.

10 50. To this day, in the BestBuy.com online shopping cart, under “Order Summary,”
 11 Best Buy further represents that the higher reference price was Best Buy’s previous and regular
 12 selling price for the Product by describing the reference price as the “Original Price” (e.g.,
 13 “Original Price \$2,249.99”). Additionally, directly below that, Best Buy advertises a “Savings -
 14 \$xx” dollar amount (e.g., “Savings -\$750.00”). For example, below is a screenshot of these
 15 representations for the Samsung Bespoke 6.3 Cu. Ft. Slide-In Electric Induction Range (SKU
 16 No. 6569005) taken on February 14, 2025:

Best Buy Online Shopping Cart – Order Summary – 2/14/2025

Order Summary

Original Price	\$2,249.99
Savings	-\$750.00
Store Pickup	FREE
Estimated Sales Tax	\$129.37
Total	
	\$1,629.36

Checkout

51. To this day, during the online checkout process, including on the final order submittal page where the customer clicks “Place Your Order,” Best Buy has stated in bold green font: “**You’re saving \$xx on your order today!**”

Best Buy Online Shopping Cart – Order Submittal Page– 1/02/2025

Order Summary

Store Pickup

Pinole

Ready for pickup Fri, Jan 24.



Samsung - Bespoke
6.3 Cu. Ft. Slide-In
Electric Induction...

\$1,499.99

Qty 1

[Remove](#)

[Add a gift receipt](#)

Digital Delivery

customer@gmail.com

Redemption information is emailed and available in your Order Details.

Available soon after receipt of ordered item(s).



Thrive Market - 30%
Off First Order + \$60
Gift (New...

FREE

Qty 1

[Remove](#)

Item Subtotal **\$1,499.99**

Store Pickup **FREE**

Estimated Sales Tax **\$146.25**

[Apply a Best Buy Tax Exempt Account Number](#)

You’re saving \$390 on your order today!

Total \$1,646.24

1 52. However, these sale advertisements and promises of savings by Best Buy were
2 false. Best Buy never or almost never offered or sold the Products at the advertised reference
3 price (i.e., the “Was” / “Original” price). Customers did not “Save \$xx” by purchasing the
4 Product on that day.

5 **V. PLAINTIFFS’ ALLEGATIONS ARE BASED ON THEIR COUNSEL’S**
6 **COMPREHENSIVE INVESTIGATION INTO BEST BUY’S PRACTICES**

7 53. Plaintiffs’ allegations concerning Best Buy’s false discount advertising practices
8 are based in part on daily screenshots and pricing data compiled from Plaintiffs’ counsel’s own
9 scraping of the Best Buy website with a proprietary software program. Plaintiffs’ counsel also
10 investigated Best Buy’s in-store practices by regularly visiting Best Buy retail stores, including
11 in California, Washington, and Oregon. Counsel’s investigation confirms that Best Buy has
12 advertised perpetual or near-perpetual sales on the Products since at least February 2023.

13 54. Counsel’s analysis of the daily screenshots and pricing data compiled with
14 counsel’s proprietary software program shows that Best Buy’s perpetual or near-perpetual sales
15 on the Products have persisted on the Best Buy website continuously since at least February
16 2023.

17 55. Based on counsel’s investigation, Best Buy offers and advertises its Products
18 with identical reference prices and at the same sale prices in both its online (BestBuy.com) and
19 retail store sales channels.

20 56. Best Buy’s in-store advertised discounts, “Was” (and since January 23, 2025,
21 “Comp. Value”) reference prices, “Save” dollar amounts, sale prices, and “Offer ends” dates
22 are identical in all of its retail stores throughout the country including its stores in California.

23 57. Best Buy’s website advertised discounts, “Was” and “Reg” and “Original” (and
24 since January 23, 2025, “Comp. Value”) reference prices, “Save” dollar amounts, and sale
25 prices are presented identically to website visitors regardless of what state the visitor is from,
26 including from California (and meanwhile, these website prices and discounts are identical to
27 BestBuy’s in-store prices and discounts).

1 58. Best Buy effectively treats its online and in-store sales channels as one and the
 2 same. Customers can make purchases through the Best Buy website and pick up the Products
 3 in-store. Best Buy also encourages its customers, while shopping in-store, to view Best Buy's
 4 website and use Best Buy's smartphone app to view and learn more about the Products.

5 **VI. BEST BUY'S FALSE DISCOUNT ADVERTISING SCHEME HARMS**
 6 **CONSUMERS AND VIOLATES CALIFORNIA LAW**

7 59. Decades of academic research has established that the use of reference prices
 8 and discount advertising like that utilized by Best Buy materially impacts consumers' behavior.
 9 A reference price (e.g., the higher "Was" reference price advertised by Best Buy from which
 10 the advertised discounts and savings are calculated) affects a consumer's perception of the
 11 value of the transaction, the consumer's willingness to make the purchase, and the amount of
 12 money the consumer is willing to pay for the product.¹

13
 14
 15 ¹ See, e.g., Richard Staelin, Joel E. Urbany & Donald Ngwe, *Competition and the*
 16 *Regulation of Fictitious Pricing*, 87 J. of Mktg. 826 (2023); Mark Armstrong & Yongmin
 17 Chen, *Discount Pricing*, 58 Econ. Inquiry 1614 (2020); Rajesh Chandrashekar & Dhruv
 18 Grewal, *Assimilation of Advertised Reference Prices: The Moderating Role of Involvement*, 79
 19 J. Retailing 53 (2003); Pilsik Choi & Keith S. Coulter, *It's Not All Relative: The Effects of*
 20 *Mental and Physical Positioning of Comparative Prices on Absolute Versus Relative Discount*
 21 *Assessment*, 88 J. Retailing 512 (2012); Larry D. Compeau & Dhruv Grewal, *Comparative*
 22 *Price Advertising: An Integrative Review*, 17 J. Pub. Pol'y & Mktg. 257 (1998); Larry D.
 23 Compeau, Dhruv Grewal & Rajesh Chandrashekar, *Comparative Price Advertising: Believe*
 24 *It or Not*, 36 J. Consumer Aff. 284 (2002); David Friedman, *Reconsidering Fictitious Pricing*,
 25 100 Minn. L. Rev. 921 (2016); Dhruv Grewal & Larry D. Compeau, *Consumer Responses to*
 26 *Price and its Contextual Information Cues: A Synthesis of Past Research, a Conceptual*
 27 *Framework, and Avenues for Further Research*, in 3 Rev. of Mktg. Res. 109 (Naresh K.
 28 Malhotra ed., 2007); Daniel J. Howard & Roger A. Kerin, *Broadening the Scope of Reference*
Price Advertising Research: A Field Study of Consumer Shopping Involvement, 70 J. Mktg. 185
 (2006); Aradhna Krishna, Richard Briesch, Donald R. Lehmann & Hong Yuan, *A Meta-*
Analysis of the Impact of Price Presentation on Perceived Savings, 78 J. Retailing 101 (2002);
 Balaji C. Krishnan, Sujay Dutta & Subhash Jha, *Effectiveness of Exaggerated Advertised*
Reference Prices: The Role of Decision Time Pressure, 89 J. Retailing 105 (2013); Gorkan
 Ahmetoglu, Adrian Furnham, & Patrick Fagan, *Pricing Practices: A Critical Review of their*
Effects on Consumer Perceptions and Behavior, 21 J. of Retailing & Consumer Servs. 696
 (2014); Bruce L. Alford & Abhijit Biswas, *The Effects of Discount Level, Price Consciousness*
and Sale Proneness on Consumers' Price Perception and Behavioral Intention, 55 J. Bus. Res.
 775 (2002); and Tridib Mazumdar, S. P. Raj & Indrahit Sinha, *Reference Price Research:*
Review and Propositions, 69 J. Mktg. 84 (2005).

1 60. When a reference price and corresponding discount is bona fide and truthful, it
2 may help consumers in making informed purchasing decisions. In contrast, consumers are
3 harmed when retailers, such as Best Buy, advertise their products with inflated false reference
4 prices and false discounts. The false reference prices deceive consumers, deprive consumers of
5 a fair opportunity to accurately evaluate the offer, and result in purchasing decisions based on
6 false pretenses.

7 61. As a direct and proximate result of Best Buy’s false reference prices and false
8 discounts, Plaintiffs and Class members were harmed and lost money or property.

9 62. First, Plaintiffs and Class members were harmed because they would not have
10 purchased the Products at the prices they paid had they known that the discounts were fake and
11 that the Products had not in fact been regularly offered at the higher listed price. *See Hinojos v.*
12 *Kohl’s Corp.*, 718 F.3d 1098, 1107 (9th Cir. 2013) (“[W]hen a consumer purchases
13 merchandise on the basis of false price information, and when the consumer alleges that he
14 would not have made the purchase but for the misrepresentation, he has standing to sue under
15 the UCL and FAL because he has suffered an economic injury.”).

16 63. Consumers that are presented with discounts are substantially more likely to
17 make the purchase. “Nearly all consumers (94%) search for a deal or offer when shopping
18 online,” “81% of [consumers] say finding a great offer or discount is on their mind throughout
19 the entire purchase journey,” and “two-thirds of consumers have made a purchase they weren’t
20 originally planning to make solely based on finding a coupon or discount.” RetailMeNot
21 Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among
22 Millennial Buyers (prnewswire.com).

23 64. Additionally, just as Best Buy intended, Best Buy’s advertising of phony
24 limited-time sales events created a false sense of urgency, which made consumers more likely
25 to make a purchase.

26 65. Second, Plaintiffs and Class members were harmed because they did not receive
27 the benefits of their bargain. Plaintiffs and Class members did not enjoy the actual discounts
28 Best Buy represented and promised to them. Plaintiffs and Class members did not receive

1 Products that were worth the inflated amount that Best Buy represented to them. The Products
2 did not regularly sell for, and did not have a market value of, the fictitious reference price
3 advertised by Best Buy.

4 66. Third, Plaintiffs and Class members were harmed because they paid a price
5 premium due to illegitimately inflated demand resulting from Best Buy’s deceptive pricing
6 scheme. Best Buy’s false discount advertising scheme artificially increases consumer demand
7 for Best Buy’s Products, which shifts the demand curve and allows Best Buy to charge more
8 for its Products than it otherwise could have charged (i.e., a price premium) absent the
9 misrepresentations. Best Buy’s false advertising scheme enabled Best Buy to charge everyone
10 more for all of the Products by artificially stimulating demand based on false pretenses. *See,*
11 *e.g., Richard Staelin, Joel E. Urbany & Donald Ngwe, Competition and the Regulation of*
12 *Fictitious Pricing*, 87 J. of Mktg. 826, 836 (2023) (observing that “numerous empirical studies
13 on the effects of promotions” have shown that promotions cause an “outward shift” in the
14 demand curve (i.e., a price premium), which can be “substantial”). Without the
15 misrepresentations, Best Buy would have had to charge less for the Products in order to enjoy
16 the same level of demand.

17 67. In addition to harming consumers, the practice of employing false reference
18 prices and false discounts also negatively affects the integrity of competition in retail markets.
19 Best Buy’s use of false reference prices constitutes an unfair method of competition and harms
20 honest competitors that sell the same or similar products or otherwise compete in the same
21 market, but who (unlike Best Buy) are advertising valid and accurate reference prices and true
22 “sales.” Businesses who play by the rules—and the investors in those businesses—are
23 penalized if the unlawful advertising practices of their competitors go unchecked.

24 68. Federal and state courts have articulated the abuses that flow from false discount
25 advertising practices. For example, the Ninth Circuit explained: “Most consumers have, at
26 some point, purchased merchandise that was marketed as being ‘on sale’ because the proffered
27 discount seemed too good to pass up. Retailers, well aware of consumers’ susceptibility to a
28 bargain, therefore have an incentive to lie to their customers by falsely claiming that their

1 products have previously sold at a far higher ‘original’ price in order to induce customers to
2 purchase merchandise at a purportedly marked-down ‘sale’ price.” *Hinojos v. Kohl’s Corp.*,
3 718 F.3d 1098, 1101 (9th Cir. 2013).

4 69. The California Court of Appeal has likewise recognized the importance of
5 California’s false discount advertising statutes in protecting consumers: “Our Legislature has
6 adopted multiple statutes that specifically prohibit the use of deceptive former price
7 information and misleading statements regarding the amount of a price reduction. ... These
8 statutes make clear that ... our Legislature has concluded ‘reasonable people can and do attach
9 importance to [a product’s reference price] in their purchasing decisions.’” *Hansen v.*
10 *Newegg.com Americas, Inc.*, 25 Cal. App. 5th 714, 730 (2018) (quoting *Kwikset Corp. v.*
11 *Superior Ct.*, 51 Cal. 4th 310, 333 (2011)).

12 70. California law prohibits false discount advertising practices such as those
13 perpetrated by Best Buy.

14 71. California’s Consumers Legal Remedies Act (CLRA) prohibits “advertising
15 goods or services with the intent not to sell them as advertised,” and specifically prohibits
16 “[m]aking false or misleading statements of fact concerning reasons for, existence of, or
17 amounts of, price reductions.” Cal. Civ. Code § 1770(a)(9), (13).

18 72. California’s False Advertising Law (FAL) prohibits businesses from making
19 statements they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code
20 § 17500. This includes statements falsely indicating that a Product is on sale, when it actually is
21 not. Moreover, the FAL specifically provides that “[n]o price shall be advertised as a former
22 price ... unless the alleged former price was the prevailing market price ... within three months
23 next immediately preceding [the advertisement] or unless the date when the alleged former
24 price did prevail is clearly, exactly and conspicuously stated in the advertisement.” Cal. Bus. &
25 Prof. Code § 17501.

26 73. Finally, California’s Unfair Competition Law broadly bans all unlawful, unfair,
27 and deceptive business practices. Cal. Bus. & Prof. Code § 17200.

1 74. In addition, the Federal Trade Commission’s (FTC) regulations prohibit false or
2 misleading “former price comparisons.” 16 C.F.R § 233.1. An advertised former price is
3 genuine when “the price is one at which the product was openly and actively offered for sale,
4 for a reasonably substantial period of time, in the recent, regular course of his business,
5 honestly and in good faith—and, of course, not for the purpose of establishing a fictitious
6 higher price on which a deceptive comparison might be based.” 16 C.F.R § 233.1(b). On the
7 other hand, an advertised former price is false when it is “an artificial, inflated price [that] was
8 established for the purpose of enabling the subsequent offer of a large reduction—the ‘bargain’
9 being advertised is a false one; the purchaser is not receiving the unusual value he expects.”
10 16 C.F.R § 233.1(a).

11 75. The FTC provides an example of a price comparison based on a fictitious former
12 price:

13 John Doe is a retailer of Brand X fountain pens, which cost him \$5 each. His usual
14 markup is 50 percent over cost; that is, his regular retail price is \$7.50. In order
15 subsequently to offer an unusual “bargain”, Doe begins offering Brand X at \$10
16 per pen. He realizes that he will be able to sell no, or very few, pens at this inflated
17 price. But he doesn’t care, for he maintains that price for only a few days. Then he
“cuts” the price to its usual level—\$7.50—and advertises: “Terrific Bargain: X
Pens, Were \$10, Now Only \$7.50!” This is obviously a false claim. The advertised
“bargain” is not genuine. [16 C.F.R § 233.1(c).]

18 76. A UCL claim may be predicated on a violation of the FTC’s regulations under
19 the UCL’s “unlawful” prong. *Rubenstein v. Neiman Marcus Grp. LLC*, 687 F. App’x 564, 567
20 (9th Cir. 2017).

21 77. As alleged in detail above, Best Buy’s advertised reference prices and discounts
22 violate California law because, based on the investigation of Plaintiffs’ counsel, Best Buy’s
23 advertised reference prices are inflated and fictitious, and Best Buy’s advertised dollars-off
24 discounts are false. Best Buy’s reference prices and discounts are false because Best Buy
25 advertises perpetual or near perpetual discounts off the Products, and thus rarely, if ever, offers
26 the Products at their advertised reference price (i.e., the “Was”, “Reg” or “Original” price).

27 78. Additionally, because Best Buy advertises perpetual or near perpetual discounts,
28 its advertised former prices were not true former prices and were not the prevailing market

1 price in the three months immediately preceding the advertisement. This is true for Best Buy’s
2 exclusive Products because Best Buy’s own actual selling prices determine the prevailing
3 market price. *See People v. Superior Ct. (J.C. Penney Corp.)*, 34 Cal. App. 5th 376, 409
4 (2019). This is also true for Best Buy’s non-exclusive Products “because in competitive
5 markets, the actual prices offered by vendors selling the same item tend to converge on the
6 market price.” *Id.* at 416–17.

7 79. Since Best Buy’s advertised former prices are consistently higher than their
8 actual prices, the only reasonable inference is that those advertised former prices were not the
9 prevailing market prices during the requisite three-month period. *See id.* at 417; *see also*
10 *Phillips v. Brooklyn Bedding LLC*, 2024 WL 2830663, at *5 (N.D. Cal. Mar. 28, 2024)
11 (“[Plaintiff] need not identify the prices charged by other retailers to plausibly allege that the
12 strikethrough prices were not the prevailing market prices. Instead, the Court can reasonably
13 infer on a motion to dismiss that [Defendant] ‘would not continually sell products for prices’
14 for ‘less than the market rates at which those products are offered elsewhere.’”); *Vizcarra v.*
15 *Michaels Stores, Inc.*, 2024 WL 64747, at *5 (N.D. Cal. Jan. 5, 2024) (same); *Knapp v.*
16 *Art.com, Inc.*, 2016 WL 3268995, at *5 (N.D. Cal. June 15, 2016) (same).

17 80. Further, on the rare occasions that Best Buy offered some of its Products at their
18 reference price, Best Buy did so in bad faith for the sole purpose of “establishing” the Product’s
19 reference price in an attempt to exculpate itself from legal liability for its illegal pricing
20 scheme. It was Best Buy’s intent and expectation to sell few if any Products at their reference
21 price, and in fact Best Buy sold no, or practically no, Products at their reference price. A
22 reference price is still false under these circumstances. *See* 16 C.F.R § 233.1(a–c), described
23 above at Paragraphs 74–75. A reference price would also not be the prevailing market price
24 under these circumstances.

25 81. Best Buy’s false reference price and false discount representations were material
26 to the decisions of consumers to purchase each Product. Because of the false reference price
27 and false discount representations, consumers reasonably believed they would be receiving
28

1 significant savings if they purchased the Products, and consumers purchased the Products on
2 the basis of these representations in order to enjoy the purported discounts.

3 82. Best Buy’s marketing plan is to deceive its customers into believing that the
4 Products are worth, and have a market value equal to, the inflated reference price, and that the
5 lower advertised sale price represents a special bargain.

6 83. The false or misleading nature of Best Buy’s reference prices and discounts was,
7 at all relevant times, masked or concealed such that an ordinary consumer exercising
8 reasonable care under all the circumstances would not have known or discovered their false or
9 misleading nature.

10 84. As a direct and proximate result of Best Buy’s acts and omissions, all California
11 consumers who have purchased a Product from Best Buy that was advertised with a reference
12 price or purported discount have been harmed and have lost money or property.

13 85. Best Buy continues to advertise false reference prices and false discounts to this
14 day. There is no reason to believe that Best Buy will voluntarily and permanently cease its
15 unlawful practices. Moreover, in the unlikely event that Best Buy were to cease its unlawful
16 practices, Best Buy can and is likely to re-commence these unlawful practices.

17 86. In acting toward consumers and the general public in the manner alleged herein,
18 Best Buy acted with and was guilty of malice, fraud, and oppression and acted in a manner with
19 a strong and negative impact upon Plaintiffs, the Class, and the public.

20 **VII. PLAINTIFFS’ FACTUAL ALLEGATIONS**

21 **Plaintiffs Leroy Porchia and Allegra Porchia**

22 87. Plaintiffs Leroy Porchia and Allegra Porchia are, and at all relevant times have
23 been, citizens and residents of the city of Antioch, in Contra Costa County, California.

24 88. Mr. and Mrs. Porchia are victims of Best Buy’s false discount advertising
25 scheme.

26 89. As detailed above, Best Buy’s false discount advertising practices have been
27 ongoing since at least February 2023. During this time, Mr. and Mrs. Porchia have purchased
28 Products from Best Buy that were advertised with a false reference price and a false discount.

1 90. For example, on March 12, 2023, Mr. and Mrs. Porchia visited the Best Buy
2 website to shop for a washer and dryer.

3 91. While browsing the Best Buy website, Mr. and Mrs. Porchia viewed pricing and
4 discount representations similar to those described above at Paragraphs 35–51.

5 92. For example, Mr. and Mrs. Porchia viewed webpages advertising the Maytag -
6 4.7 Cu. Ft. High Efficiency Smart Top Load Washer with Extra Power Button, SKU No.
7 6396143 (the “Maytag Washer”). On the webpages, Best Buy advertised that the Maytag
8 Washer was currently on sale for \$849.99; that the Maytag Washer “Was \$1,034.99”; and that
9 the customer would “Save \$185.00” by buying the Maytag Washer now. Additionally, on the
10 final page of the checkout process by the “Place Your Order” button, Best Buy stated in bold
11 green font: “**You’re saving \$360 on your order today!**” (\$360 was the total amount of the
12 purported savings for both this Maytag Washer and the Maytag Dryer described below).

13 93. Relying on Best Buy’s representations, Mr. and Mrs. Porchia reasonably
14 believed that the Maytag Washer was normally offered and sold by Best Buy for the \$1,034.99
15 “Was” price. Mr. and Mrs. Porchia reasonably believed that the Maytag Washer was thereby
16 worth and had a market value of \$1,034.99. Mr. and Mrs. Porchia reasonably believed that the
17 advertised sale price of \$849.99 represented a special and unusual bargain, where Best Buy was
18 temporarily offering the Maytag Washer at \$185 off the regular and normal selling price of
19 \$1,034.99. Relying on Best Buy’s representations, Mr. and Mrs. Porchia purchased the Maytag
20 Washer.

21 94. However, Best Buy’s pricing representations and advertised discounts were false
22 and deceptive. In reality, and unbeknownst to Mr. and Mrs. Porchia, the \$1,034.99 advertised
23 “Was” reference price was not Best Buy’s regular selling price for the Maytag Washer.

24 95. In fact, pricing data collected by Plaintiffs’ counsel for the Maytag Washer
25 purchased by Plaintiffs shows that since December 29, 2022, Best Buy had never offered the
26 Maytag Washer at the ticketed \$1,034.99 reference price. Instead, Best Buy had always offered
27 and sold the Maytag Washer at a much lower price, typically between \$799.99 and \$879.99.
28

1 The Maytag Washer was not in fact worth the \$1,034.99 price that Best Buy had led Mr. and
2 Mrs. Porchia to believe.

3 96. Mr. and Mrs. Porchia also viewed webpages on that same day March 12, 2023,
4 advertising a matching Maytag - 7.4 Cu. Ft. Smart Gas Dryer with Extra Power Button, SKU
5 No. 6396142 (the “Maytag Dryer”). On the webpages, Best Buy advertised that the Maytag
6 Dryer was currently on sale for \$949.99; that the Maytag Dryer “Was \$1,124.99”; and that the
7 customer would “Save \$175.00” by buying the Maytag Dryer now. Additionally, on the final
8 page of the checkout process by the “Place Your Order” button, Best Buy stated in bold green
9 font: “**You’re saving \$360 on your order today!**” (\$360 was the total amount of the purported
10 savings for both this Maytag Dryer and the Maytag Washer described above).

11 97. Relying on Best Buy’s representations, Mr. and Mrs. Porchia reasonably
12 believed that the matching Maytag Dryer was normally offered and sold by Best Buy for the
13 \$1,124.99 “Was” price. Mr. and Mrs. Porchia reasonably believed that the Maytag Dryer was
14 thereby worth and had a market value of \$1,124.99. Mr. and Mrs. Porchia reasonably believed
15 that the advertised sale price of \$949.99 represented a special and unusual bargain, where Best
16 Buy was temporarily offering the Maytag Dryer at \$175 off the regular and normal selling price
17 of \$1,124.99. Relying on Best Buy’s representations, Mr. and Mrs. Porchia purchased the
18 Maytag Dryer.

19 98. However, Best Buy’s pricing representations and advertised discounts were false
20 and deceptive. In reality, and unbeknownst to Mr. and Mrs. Porchia, the \$1,124.99 advertised
21 “Was” reference price was not Best Buy’s regular selling price for the Maytag Dryer.

22 99. The pricing data collected by Plaintiffs’ counsel for the Maytag Dryer purchased
23 by Plaintiffs shows that, since May 23, 2024 through to the present day, Best Buy typically
24 offered the same perpetual discounts on this Maytag Dryer as Best Buy did on the matching
25 Maytag Washer (which were typically bought together as a set). Thus it is reasonable to infer
26 for pleading purposes (and will be proven at trial after discovery) that since at least December
27 29, 2022, Best Buy had likewise never offered the matching Maytag Dryer at the ticketed
28 \$1,124.99 reference price either. Instead, Best Buy had always offered and sold the Maytag

1 Dryer at a much lower price, typically between \$779.99 and \$949.99. The Maytag Dryer was
2 not in fact worth the \$1,124.99 price that Best Buy had led Mr. and Mrs. Porchia to believe.

3 100. Due to a delivery issue, on March 19, 2023, Mr. and Mrs. Porchia canceled the
4 website order and went to a nearby Best Buy retail store located at 1490 Fitzgerald Dr, Pinole,
5 California 94564 to re-order both the Maytag Washer and the Maytag Dryer in person.

6 101. In the store, Mr. and Mrs. Porchia viewed pricing and discount representations
7 similar to those described above at Paragraphs 35 and 38. Best Buy advertised the Maytag
8 Washer, including on the in-store price placard, with the same “Was \$1,034.99” reference
9 price, the same \$849.99 selling price, and the same “Save \$185.00” savings inducement that
10 Mr. and Mrs. Porschia had previously seen on Best Buy’s website. Best Buy advertised the
11 Maytag Dryer, including on the in-store price placard, with the same “Was \$1,124.99”
12 reference price, the same \$949.99 selling price, and the same “Save \$175.00” savings
13 inducement that Mr. and Mrs. Porchia had previously seen on Best Buy’s website. The in-store
14 price placards on the Maytag Washer and on the Maytag Dryer also stated that these offers
15 were only valid for a limited time with an imminent “Offer ends” date. Relying on Best Buy’s
16 representations, Mr. and Mrs. Porchia purchased the Maytag Washer and Dryer in the Best Buy
17 store.

18 102. Best Buy then sent Mr. and Mrs. Porchia an order confirmation email regarding
19 their in-store purchase of the Maytag Washer and Dryer. In the order confirmation email, Best
20 Buy used the term “Reg” to describe the \$1,034.99 reference price for the Maytag Washer and
21 the \$1,124.99 reference price for the Maytag Dryer—again confirming that the higher reference
22 prices were Best Buy’s usual and regular selling prices for the Products. Below are screenshots
23 from the order confirmation email received by Mr. and Mrs. Porchia.

Screenshots From Order Confirmation Email Received After In-Store Purchases

1

2

3

4

5

6



Maytag - 4.7 Cu. Ft. High Efficiency Smart Top Load Washer with Extra Power Button - Metallic Slate

\$849.99

Save \$185.00

Reg \$1,034.99

7

8

9

10

11



Maytag - 7.4 Cu. Ft. Smart Gas Dryer with Extra Power Button - Metallic Slate

\$949.99

Save \$175.00

Reg \$1,124.99

12 103. Best Buy’s advertised reference prices and discounts were material
13 misrepresentations and inducements to Mr. and Mrs. Porchia’s purchases.

14 104. Mr. and Mrs. Porchia reasonably relied on Best Buy’s material
15 misrepresentations regarding the advertised reference prices and discounts. If Mr. and Mrs.
16 Porchia had known the truth, they would not have purchased the Maytag Washer and the
17 Maytag Dryer at the prices they paid.

18 105. As a direct and proximate result of Best Buy’s acts and misrepresentations, Mr.
19 and Mrs. Porchia were harmed, suffered an injury-in-fact, and lost money or property.

20 106. Mr. and Mrs. Porchia have a legal right to rely now, and in the future, on the
21 truthfulness and accuracy of Best Buy’s representations regarding the advertised reference
22 prices and discounts for its Products.

23 107. Mr. and Mrs. Porchia face an imminent threat of future harm. Mr. and Mrs.
24 Porchia would purchase Products from Best Buy again in the future if they could have
25 confidence regarding the truth of Best Buy’s price and discount representations. But without an
26 injunction, Mr. and Mrs. Porchia have no realistic way of knowing which, if any, of Best Buy’s
27 reference prices, discounts, and sales for the Products are true.

1 108. Mr. and Mrs. Porchia will be harmed if, in the future, they are left to guess as to
2 whether Best Buy is providing a legitimate sale or not, and whether its Products are actually
3 worth the amount that Best Buy is representing.

4 109. If Mr. and Mrs. Porchia were to purchase Products again from Best Buy without
5 Best Buy having changed its unlawful and deceptive conduct alleged herein, Mr. and Mrs.
6 Porchia would be harmed on an ongoing basis and/or would be harmed once or more in the
7 future.

8 110. The deceptive practices and policies alleged herein, and experienced directly by
9 Mr. and Mrs. Porchia, are not limited to any single Product. Rather, Best Buy’s deceptive
10 advertising and sales practices, which advertise and state false reference prices and false dollar
11 “savings”, were, and continue to be, systematic and pervasive across Best Buy’s Products.

12 **Plaintiff Marilyn Kaye**

13 111. Marilyn Kaye is, and at all relevant times has been, a citizen and resident of the
14 city of Chatsworth, in Los Angeles County, California.

15 112. Ms. Kaye is a victim of Best Buy’s false discount advertising scheme.

16 113. As detailed above, Best Buy’s false discounting practices have been ongoing
17 since at least February 2023. During this time, Ms. Kaye has purchased Products from Best
18 Buy which were advertised with false reference prices and false discounts.

19 114. For example, on December 15, 2023, Ms. Kaye visited the Best Buy retail store
20 located at 9330 N Winnetka Ave, Chatsworth, California 91311, to shop for a washer and
21 dryer.

22 115. While in the Best Buy store, Ms. Kaye viewed pricing and discount
23 representations similar to those described above in Paragraphs 35 and 38.

24 116. For example, Ms. Kaye viewed the price placard affixed to a LG - 4.5 Cu. Ft.
25 High-Efficiency Stackable Smart Front Load Washer with Steam and Built-In Intelligence,
26 SKU No. 6419621 (the “LG Washer”). The placard stated that the LG Washer was currently on
27 sale for \$799.99; that the LG Washer “Was \$1,099.99”; and that the customer would “Save
28

1 \$300.00” by buying the LG Washer now. The placard also stated that this offer was only valid
2 for a limited time.

3 117. Relying on Best Buy’s representations, Ms. Kaye reasonably believed that the
4 LG Washer was normally offered and sold by Best Buy for the \$1,099.99 “Was” price.
5 Ms. Kaye reasonably believed that the LG Washer was thereby worth and had a market value
6 of \$1,099.99. Ms. Kaye reasonably believed that the advertised sale price of \$799.99
7 represented a special and unusual bargain, where Best Buy was temporarily offering the LG
8 Washer at \$300 off the regular and normal selling price of \$1,099.99. Relying on Best Buy’s
9 representations, Ms. Kaye purchased the LG Washer.

10 118. However, Best Buy’s pricing representations and advertised discounts were false
11 and deceptive. In reality, and unbeknownst to Ms. Kaye, the \$1,099.99 advertised “Was”
12 reference price was not Best Buy’s regular selling price for the LG Washer. And the advertised
13 “discount” was not going to expire on the stated “Offer ends” date.

14 119. Plaintiffs’ counsel has collected pricing data for the LG Washer purchased by
15 Ms. Kaye since April 27, 2024 through to the present day, and the data shows that Best Buy
16 virtually never offered the LG Washer at the advertised ticketed reference price during that
17 time. Thus it is reasonable to infer for pleading purposes (and will be proven at trial after
18 discovery) that Best Buy had likewise never offered the LG Washer at the ticketed \$1,099.99
19 reference price for at least 90 days prior to Ms. Kaye’s purchase. The LG Washer was not in
20 fact worth the \$1,099.99 price that Best Buy had led her to believe.

21 120. That same day, Ms. Kaye also viewed the price placard affixed to a matching
22 LG - 7.4 Cu. Ft. Stackable Smart Gas Dryer with Steam and Built-In Intelligence, SKU No.
23 6419625 (the “LG Dryer”). The placard stated that the LG Dryer was currently on sale for
24 \$899.99; that the LG Dryer “Was \$1,199.99”; and that the customer would “Save \$300.00” by
25 buying the LG Dryer now. The placard also stated that this offer was only valid for a limited
26 time.

27 121. Relying on Best Buy’s representations, Ms. Kaye reasonably believed that the
28 LG Dryer was normally offered and sold by Best Buy for the \$1,199.99 “Was” price. Ms. Kaye

1 reasonably believed that the LG Dryer was thereby worth and had a market value of \$1,199.99.
2 Ms. Kaye reasonably believed that the advertised sale price of \$899.99 represented a special
3 and unusual bargain, where Best Buy was temporarily offering the LG Dryer at \$300 off the
4 regular and normal selling price of \$1,199.99. Relying on Best Buy’s representations, Ms. Kaye
5 purchased the LG Dryer.

6 122. However, Best Buy’s pricing representations and advertised discounts were false
7 and deceptive. In reality, and unbeknownst to Ms. Kaye, the \$1,199.99 advertised “Was”
8 reference price was not Best Buy’s regular selling price for the LG Dryer. And the advertised
9 “discount” was not going to expire on the stated “Offer ends” date.

10 123. Plaintiffs’ counsel has collected pricing data for the LG Dryer purchased by Ms.
11 Kaye since April 27, 2024 through to the present day, and the data shows that Best Buy
12 virtually never offered the LG Dryer at the advertised ticketed reference price during that time.
13 Thus it is reasonable to infer for pleading purposes (and will be proven at trial after discovery)
14 that Best Buy had likewise never offered the matching LG Dryer at the ticketed \$1,199.99
15 reference price for at least 90 days prior to Ms. Kaye’s purchase. The LG Dryer was not in fact
16 worth the \$1,199.99 price that Best Buy had led her to believe.

17 124. Best Buy’s advertised reference prices and discounts were material
18 misrepresentations and inducements to Ms. Kaye’s purchases.

19 125. Ms. Kaye reasonably relied on Best Buy’s material misrepresentations regarding
20 the advertised reference prices and discounts. If Ms. Kaye had known the truth, she would not
21 have purchased the LG Washer and the LG Dryer at the prices she paid.

22 126. As a direct and proximate result of Best Buy’s acts and misrepresentations, Ms.
23 Kaye was harmed, suffered an injury-in-fact, and lost money or property.

24 127. Ms. Kaye has a legal right to rely now, and in the future, on the truthfulness and
25 accuracy of Best Buy’s representations regarding the advertised reference prices and discounts
26 for its Products.

27 128. Ms. Kaye faces an imminent threat of future harm. Ms. Kaye would purchase
28 Products from Best Buy again in the future if she could have confidence regarding the truth of

1 Best Buy’s price and discount representations. But without an injunction, Ms. Kaye has no
2 realistic way of knowing which, if any, of Best Buy’s reference prices, discounts, and sales for
3 the Products are true.

4 129. Ms. Kaye will be harmed if, in the future, she is left to guess as to whether Best
5 Buy is providing a legitimate sale or not, and whether its Products are actually worth the
6 amount that Best Buy is representing.

7 130. If Ms. Kaye were to purchase Products again from Best Buy without Best Buy
8 having changed its unlawful and deceptive conduct alleged herein, Ms. Kaye would be harmed
9 on an ongoing basis and/or would be harmed once or more in the future.

10 131. The deceptive practices and policies alleged herein, and experienced directly by
11 Ms. Kaye, are not limited to any single Product. Rather, Best Buy’s deceptive advertising and
12 sales practices, which advertise and state false reference prices and false dollar-off “savings”,
13 were, and continue to be, systematic and pervasive across Best Buy’s Products.

14 **Plaintiff Aaron Lamoree**

15 132. Plaintiff Aaron Lamoree is, and at all relevant times has been, a citizen and
16 resident of the city of Encinitas, in San Diego County, California.

17 133. Mr. Lamoree is a victim of Best Buy’s false discount advertising scheme.

18 134. As detailed above, Best Buy’s false discounting practices have been ongoing
19 since at least February 2023. During this time, Mr. Lamoree has purchased at least one Product
20 from Best Buy which was advertised with a false reference price and a false discount.

21 135. For example, on July 16, 2024, Mr. Lamoree visited the Best Buy website to
22 shop for a washing machine.

23 136. While browsing the Best Buy website, Mr. Lamoree viewed pricing and
24 discount representations similar to those described above at Paragraphs 35–51.

25 137. For example, Mr. Lamoree viewed webpages advertising the LG - 5.0 Cu. Ft.
26 High-Efficiency Front Load Washer with 6Motion Technology, SKU No. 6529900 (the “LG
27 Washer”). On the webpages, Best Buy advertised that the LG Washer was currently on sale for
28 \$699.99; that the LG Washer “Was \$999.99”; and that the customer would “Save \$300” by

1 buying the LG Washer now. Additionally, on the final page of the checkout process by the
2 “Place Your Order” button, Best Buy stated in bold green font: **“You’re saving \$300 on your
3 order today!”**

4 138. Relying on Best Buy’s representations, Mr. Lamoree reasonably believed that
5 the LG Washer was normally offered and sold by Best Buy for the \$999.99 “Was” price.
6 Mr. Lamoree reasonably believed that the LG Washer was thereby worth and had a market
7 value of \$999.99. Mr. Lamoree reasonably believed that the advertised sale price of \$699.99
8 represented a special and unusual bargain, where Best Buy was temporarily offering the LG
9 Washer at \$300 off the regular and normal selling price of \$999.99. Relying on Best Buy’s
10 representations, Mr. Lamoree purchased the LG Washer.

11 139. Best Buy sent Mr. Lamoree an order confirmation email where Best Buy further
12 represented that the \$999.99 reference price was Best Buy’s regular selling price by using the
13 term “Reg” to describe the reference price.

14 140. However, Best Buy’s pricing representations and advertised discounts were false
15 and deceptive. In reality, and unbeknownst to Mr. Lamoree, the \$999.99 advertised “Was”
16 reference price was not Best Buy’s regular selling price for the LG Washer.

17 141. In fact, pricing data collected by Plaintiffs’ counsel for the LG Washer
18 purchased by Mr. Lamoree shows that since August 11, 2023, Best Buy had never offered the
19 LG Washer at the ticketed \$999.99 reference price. Instead, Best Buy had always offered and
20 sold the LG Washer at a much lower price, typically between \$699.99 and \$799.99. The LG
21 Washer was not in fact worth the \$999.99 price that Best Buy had led Mr. Lamoree to believe.

22 142. Best Buy’s advertised reference price and discounts were material
23 misrepresentations and inducements to Mr. Lamoree’s purchase.

24 143. Mr. Lamoree reasonably relied on Best Buy’s material misrepresentations
25 regarding the advertised reference price and discounts. If Mr. Lamoree had known the truth, he
26 would not have purchased the LG Washer at the price he paid.

27 144. As a direct and proximate result of Best Buy’s acts and misrepresentations, Mr.
28 Lamoree was harmed, suffered an injury-in-fact, and lost money or property.

1 145. Mr. Lamoree has a legal right to rely now, and in the future, on the truthfulness
2 and accuracy of Best Buy’s representations regarding the advertised reference prices and
3 discounts for its Products.

4 146. Mr. Lamoree faces an imminent threat of future harm. Mr. Lamoree would
5 purchase Products from Best Buy again in the future if he could have confidence regarding the
6 truth of Best Buy’s price and discount representations. But without an injunction, Mr. Lamoree
7 has no realistic way of knowing which, if any, of Best Buy’s reference prices, discounts, and
8 sales for the Products are true.

9 147. Mr. Lamoree will be harmed if, in the future, he is left to guess as to whether
10 Best Buy is providing a legitimate sale or not, and whether its Products are actually worth the
11 amount that Best Buy is representing.

12 148. If Mr. Lamoree were to purchase Products again from Best Buy without Best
13 Buy having changed its unlawful and deceptive conduct alleged herein, Mr. Lamoree would be
14 harmed on an ongoing basis and/or would be harmed once or more in the future.

15 149. The deceptive practices and policies alleged herein, and experienced directly by
16 Mr. Lamoree, are not limited to any single Product. Rather, Best Buy’s deceptive advertising
17 and sales practices, which advertise and state false reference prices and false dollar-off
18 “savings”, were, and continue to be, systematic and pervasive across Best Buy’s Products.

19 **CLASS ALLEGATIONS**

20 150. Plaintiffs bring this lawsuit on behalf of themselves and all others similarly
21 situated, pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3).

22 151. **Class Definition:** Plaintiffs seek to represent the following Class:

23 **All persons who, while in California, purchased from Best Buy one or**
24 **more Products² advertised with a discount on or after February 2,**
25 **2023.**

26
27 ² “Products” are defined in this Complaint as TVs and major appliances, such as
28 refrigerators, ranges, dishwashers, microwaves, wall ovens, cooktops, freezers, washers, and
dryers.

1 152. Specifically excluded from the Class are Best Buy and any entities in which
2 Best Buy has a controlling interest, Best Buy’s agents and employees, the bench officers to
3 whom this civil action is assigned, and the members of each bench officer’s staff and
4 immediate family.

5 153. **Numerosity.** The number of members of the Class are so numerous that joinder
6 of all members would be impracticable. Plaintiffs do not know the exact number of Class
7 members prior to discovery. However, based on information and belief, the Class comprises
8 tens of thousands of individuals. The exact number and identities of Class members are
9 contained in Best Buy’s records and can be easily ascertained from those records.

10 154. **Commonality and Predominance.** This action involves multiple common legal
11 or factual questions which are capable of generating class-wide answers that will drive the
12 resolution of this case. These common questions predominate over any questions affecting
13 individual Class members, if any. These common questions include, but are not limited to, the
14 following:

15 a. Whether the alleged conduct of Best Buy violates the California
16 Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*;

17 b. Whether the alleged conduct of Best Buy violates the California False
18 Advertising Law, California Business & Professions Code § 17500 *et seq.*;

19 c. Whether the alleged conduct of Best Buy violates the California Unfair
20 Competition Law, California Business & Professions Code § 17200 *et seq.*;

21 d. Whether the alleged conduct of Best Buy violates 16 C.F.R § 233.1 *et*
22 *seq.*;

23 e. Whether Plaintiffs and the Class have suffered injury and have lost
24 money or property as a result of Best Buy’s unlawful conduct; and

25 f. Whether Best Buy should be enjoined from engaging in the unlawful
26 conduct alleged herein.

1 155. **Typicality.** Plaintiffs’ claims are typical of Class members’ claims. Plaintiffs
2 and Class members all sustained injury as a direct result of Best Buy’s standard practices and
3 schemes, bring the same claims, and face the same potential defenses.

4 156. **Adequacy.** Plaintiffs and their counsel will fairly and adequately protect Class
5 members’ interests. Plaintiffs have no interests antagonistic to Class members’ interests and are
6 committed to representing the best interests of the Class members. Moreover, Plaintiffs have
7 retained counsel with considerable experience and success in prosecuting complex class action
8 and consumer protection cases.

9 157. **Superiority.** A class action is superior to all other available methods for fairly
10 and efficiently adjudicating this controversy. Each Class member’s interests are small
11 compared to the burden and expense required to litigate each of his or her claims individually,
12 so it would be impractical and would not make economic sense for Class members to seek
13 individual redress for Best Buy’s conduct. Individual litigation would add administrative
14 burden on the courts, increasing the delay and expense to all parties and to the court system.
15 Individual litigation would also create the potential for inconsistent or contradictory judgments
16 regarding the same uniform conduct. A single adjudication would create economies of scale
17 and comprehensive supervision by a single judge. Moreover, Plaintiffs do not anticipate any
18 difficulties in managing a class action trial.

19 158. By its conduct and omissions alleged herein, Best Buy has acted and refused to
20 act on grounds that apply generally to the Class members, such that declaratory relief is
21 appropriate respecting the Class as a whole.

22 159. Best Buy is primarily engaged in the business of selling goods. Each cause of
23 action brought by Plaintiffs against Best Buy in this Complaint arises from and are limited to
24 statements or conduct by Best Buy that consist of representations of fact about Best Buy’s
25 business operations or goods that are or were made for the purpose of obtaining approval for,
26 promoting, or securing sales of or commercial transactions in, Best Buy’s goods or the
27 statements are or were made in the course of delivering Best Buy’s goods. Each cause of action
28 brought by Plaintiffs against Best Buy in this Complaint arises from and is limited to

1 statements or conduct by Best Buy for which the intended audience is an actual or potential
2 customer, or a person likely to repeat the statements to, or otherwise influence, an actual or
3 potential customer.

4 **CAUSES OF ACTION**

5 **COUNT I**

6 **Violation of the Consumers Legal Remedies Act (“CLRA”)
California Civil Code § 1750 *et seq.***

7 160. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged
8 herein.

9 161. Each Plaintiff brings this claim in his or her individual capacity, in his or her
10 capacity as a private attorney general seeking the imposition of public injunctive relief to
11 protect the general public, and as a representative of the Class.

12 162. Best Buy’s Products are “goods” as defined by California Civil Code § 1761(a).

13 163. Best Buy is a “person,” as defined by Cal. Civ. Code § 1761(c).

14 164. Plaintiffs and Class members are each “consumers,” as defined by Cal. Civ.
15 Code §1761(d).

16 165. Plaintiffs and Class members purchased Best Buy’s Products for personal,
17 family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

18 166. Plaintiffs and Class members’ purchases from Best Buy each constitutes a
19 “transaction,” as defined by Cal. Civ. Code § 1761(e).

20 167. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
21 of the transactions at issue occurred in Contra Costa County (which is located in this District).
22 Plaintiffs’ declarations establishing that this Court is a proper venue for this action are attached
23 hereto as **Exhibit A**.

24 168. The unlawful methods, acts or practices alleged herein to have been undertaken
25 by Best Buy were all committed intentionally and knowingly. The unlawful methods, acts or
26 practices alleged herein to have been undertaken by Best Buy did not result from a bona fide
27 error notwithstanding the use of reasonable procedures adopted to avoid such error.
28

1 169. Best Buy’s conduct alleged herein has violated the CLRA in multiple respects,
2 including, but not limited to, the following:

3 a. Best Buy represented that the Products had characteristics that they did
4 not have. (Cal. Civ. Code § 1770(a)(5));

5 b. Best Buy advertised the Products with an intent not to sell them as
6 advertised. (Cal. Civ. Code § 1770(a)(9));

7 c. Best Buy made false or misleading statements of fact concerning reasons
8 for, existence of, or amounts of, price reductions (Cal. Civ. Code § 1770(a)(13)); and

9 d. Best Buy misrepresented that the Products were supplied in accordance
10 with previous representations when they were not. (Cal. Civ. Code § 1770(a)(16)).

11 170. With respect to any omissions, Best Buy at all relevant times had a duty to
12 disclose the information in question because, inter alia: (a) Best Buy had exclusive knowledge
13 of material information that was not known to Plaintiffs and Class members; (b) Best Buy
14 concealed material information from Plaintiffs and Class members; and (c) Best Buy made
15 partial representations which were false and misleading absent the omitted information.

16 171. Best Buy intentionally deceived Plaintiffs and the Class, and continues to
17 deceive the public, by advertising false discounts and false reference prices.

18 172. Best Buy’s misrepresentations deceive and have a tendency to deceive the
19 reasonable consumer and the general public.

20 173. Best Buy’s misrepresentations are material, in that a reasonable person would
21 attach importance to the information and would be induced to act on the information in making
22 purchase decisions.

23 174. As a direct, substantial, and/or proximate result of Best Buy’s unlawful conduct,
24 Plaintiffs and Class members were harmed, suffered injury-in-fact, and lost money or property.

25 175. Plaintiffs and Class members reasonably relied on Best Buy’s material
26 misrepresentations, and would not have purchased Best Buy’s Products at the prices that they
27 paid had they known the truth.

1 176. Plaintiffs and Class members did not receive the benefits of their bargain.
2 Plaintiffs and Class members did not enjoy the actual discounts that Best Buy represented and
3 promised to them. Plaintiffs and Class members did not receive Products that were worth the
4 inflated amount that Best Buy represented to them; the Products did not regularly sell for, and
5 were not actually worth, the fictitious reference prices advertised by Best Buy. Additionally,
6 Best Buy's advertised limited-time discounts (e.g., "Offer ends 1/29") for the Products were
7 false and induced customers to purchase the Products immediately before they supposedly
8 returned to the (fictitious) reference price.

9 177. By its conduct and omissions alleged herein, Best Buy caused the demand for
10 the Products to be artificially increased and caused all customers, including Plaintiffs and Class
11 members, to pay price premiums to Best Buy. Put differently, as a result of its
12 misrepresentations, Best Buy has been able to charge a price premium for the Products that it
13 would not be able to charge absent the misrepresentations. Without the misrepresentations, Best
14 Buy would have had to charge less for the Products in order to enjoy the same level of demand.

15 178. **Permanent public injunctive relief.** Plaintiffs, acting as private attorneys
16 general, seek public injunctive relief under the CLRA to protect the general public from Best
17 Buy's false advertisements, misrepresentations, and omissions.

18 179. Best Buy's misconduct, which affects and harms the general public, is ongoing
19 in part or in whole and even if such conduct were to cease, it is behavior that is capable of
20 repetition or re-occurrence by Best Buy absent a permanent public injunction. Accordingly,
21 Plaintiffs seek an order enjoining Best Buy from committing the unlawful practices alleged
22 herein.

23 180. The balance of the equities favors the entry of permanent public injunctive relief
24 against Best Buy. Plaintiffs, the members of the Class, honest competing businesses, and the
25 general public will be irreparably harmed from Best Buy's ongoing false advertising absent the
26 entry of permanent public injunctive relief against Best Buy.

27 181. Plaintiffs lack an adequate remedy at law to prevent Best Buy from engaging in
28 the unlawful practices alleged herein. Each Plaintiff would purchase Products from Best Buy

1 again if he or she could have confidence regarding the truth of Best Buy’s prices and the value
2 of its Products. Each Plaintiff will be harmed if, in the future, he or she is left to guess as to
3 whether Best Buy is providing a legitimate sale or not, and whether Best Buy’s Products are
4 actually worth the amount that Best Buy is representing.

5 182. Also, monetary damages are not an adequate remedy at law for future harm.
6 *Clark v. Eddie Bauer LLC*, 2024 WL 177755, at *3 (9th Cir. Jan. 17, 2024). Monetary damages
7 are inadequate for future harm for the following reasons, without limitation: First, damages will
8 not prevent Best Buy from engaging in its unlawful conduct. Second, damages for future harm
9 cannot be calculated with certainty and thus cannot be awarded. For example, it is impossible
10 to know what Product(s) each Plaintiff may want or need in the future. Third, injunctive relief
11 is necessary (and monetary damages do not provide a plain, adequate and complete remedy)
12 because, without forward-looking injunctive relief enjoining the unlawful practices, the courts
13 may be flooded with future lawsuits by Class members, Plaintiffs, and the general public for
14 future violations of the law by Best Buy.

15 183. In accordance with California Civil Code § 1782(a), Plaintiffs, through counsel,
16 served Best Buy with notice of its CLRA violations by certified mail, return receipt requested,
17 on January 2, 2024. Best Buy received the CLRA notice letter on January 8, 2025. Best Buy
18 failed to give, or to agree to give within a reasonable time, an appropriate remedy for its CLRA
19 violations within 30 days of its receipt of the CLRA demand letter. Best Buy has also refused to
20 undertake or provide the required actions or corrections required by California Civil Code
21 §1782(c). Accordingly, pursuant to Sections 1780 and 1782(b) of the CLRA, Plaintiffs and the
22 Class are entitled to recover compensatory and exemplary damages, attorneys’ fees and costs,
23 and any other relief the Court deems proper for Best Buy’s CLRA violations.

24 **COUNT II**
25 **Violation of California’s False Advertising Law (“FAL”)**
26 **California Business & Professions Code § 17500 *et seq.***

27 184. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged
28 herein.

1 185. Each Plaintiff brings this claim in his or her individual capacity, in his or her
2 capacity as a private attorney general seeking the imposition of public injunctive relief, and as a
3 representative of the Class.

4 186. Best Buy has engaged in false or misleading advertising in violation of
5 California Business & Professions Code § 17500, *et seq.*, also known as California’s False
6 Advertising Law (“FAL”).

7 187. Best Buy has advertised discounts and reference prices that are false,
8 misleading, and have a capacity, likelihood or tendency to deceive reasonable consumers. *See,*
9 *e.g., Kasky*, 27 Cal.4th at 951 (UCL and FAL prohibit “not only advertising which is false, but
10 also advertising which, although true, is either actually misleading or which has a capacity,
11 likelihood or tendency to deceive or confuse the public” (citation omitted)); *Hansen v.*
12 *Newegg.com Americas, Inc.*, 25 Cal. App. 5th 714, 722 (2018) (same); *Overstock.com, Inc.*,
13 2014 WL 657516, at *23 (Feb. 5, 2014, Cal. Sup. Ct.) (same).

14 188. Additionally, Best Buy has violated, and continues to violate, section 17501 of
15 the Business and Professions Code by advertising former prices that were not true former prices
16 and were not the prevailing market price in the three months immediately preceding the
17 advertisement. Nor do Best Buy’s former price advertisements state clearly, exactly, and
18 conspicuously when, if ever, the former prices prevailed.

19 189. With respect to omissions, Best Buy at all relevant times had a duty to disclose
20 the information in question because, inter alia: (a) Best Buy had exclusive knowledge of
21 material information that was not known to Plaintiffs and Class members; (b) Best Buy
22 concealed material information from Plaintiffs and Class members; and (c) Best Buy made
23 partial representations which were false or misleading absent the omitted information.

24 190. Best Buy committed such violations of the FAL with actual knowledge that its
25 advertising was untrue or misleading, or Best Buy, in the exercise of reasonable care, should
26 have known that its advertising was untrue or misleading.

27 191. Best Buy’s misrepresentations and nondisclosures deceive and have a tendency
28 to deceive the general public.

1 192. Best Buy’s misrepresentations and nondisclosures are material, in that a
2 reasonable person would attach importance to the information and would be induced to act on
3 the information in making purchase decisions.

4 193. As a direct and proximate result of Best Buy’s violations of the FAL, Plaintiffs
5 and Class members were harmed, suffered injury-in-fact, and lost money or property.

6 194. Plaintiffs and Class members reasonably relied on Best Buy’s material
7 misrepresentations, and would not have purchased Best Buy’s Products at the prices that they
8 paid had they known the truth.

9 195. Plaintiffs and Class members did not receive the benefits of their bargain.
10 Plaintiffs and Class members did not enjoy the actual discounts that Best Buy represented and
11 promised to them. Plaintiffs and Class members did not receive Products that were worth the
12 inflated amount that Best Buy represented to them; the Products did not regularly sell for, and
13 were not actually worth, the fictitious reference prices advertised by Best Buy. Additionally,
14 Best Buy’s advertised limited-time discounts (e.g., “Offer ends 1/29”) for the Products were
15 false and induced customers to purchase the Products immediately before they supposedly
16 returned to the (fictitious) reference price.

17 196. By its conduct and omissions alleged herein, Best Buy caused the demand for
18 the Products to be artificially increased and caused all customers, including Plaintiffs and Class
19 members, to pay price premiums to Best Buy. Put differently, as a result of its
20 misrepresentations, Best Buy has been able to charge a price premium for the Products that it
21 would not be able to charge absent the misrepresentations. Without the misrepresentations, Best
22 Buy would have had to charge less for the Products in order to enjoy the same level of demand.

23 197. By its conduct and omissions alleged herein, Best Buy received more money
24 from Plaintiffs and Class members than it should have received. Best Buy should be ordered to
25 disgorge or make restitution of all monies improperly accepted, received, or retained.

26 198. Plaintiffs seek an order granting restitution to Plaintiffs and Class members in an
27 amount to be proven at trial. Plaintiffs further seek an award of attorneys’ fees and costs under
28 Cal. Code Civ. Proc. § 1021.5.

1 199. **Permanent public injunctive relief.** Plaintiffs, acting as private attorneys
2 general, seek public injunctive relief under the FAL to protect the general public from Best
3 Buy's false advertisements, misrepresentations, and omissions.

4 200. Best Buy's misconduct which affects and harms the general public is ongoing in
5 part or in whole and even if such conduct were to cease, it is behavior that is capable of
6 repetition or re-occurrence by Best Buy absent a permanent public injunction. Accordingly,
7 Plaintiffs seek an order enjoining Best Buy from committing the unlawful practices alleged
8 herein.

9 201. The balance of the equities favors the entry of permanent public injunctive relief
10 against Best Buy. Plaintiffs, the members of the Class, honest competing businesses, and the
11 general public will be irreparably harmed from Best Buy's ongoing false advertising absent the
12 entry of permanent public injunctive relief against Best Buy.

13 202. Plaintiffs lack an adequate remedy at law to prevent Best Buy from engaging in
14 the unlawful practices alleged herein. Each Plaintiff would purchase Products from Best Buy
15 again if he or she could have confidence regarding the truth of Best Buy's prices and the value
16 of the Products. Each Plaintiff will be harmed if, in the future, he or she is left to guess as to
17 whether Best Buy is providing a legitimate sale or not, and whether Best Buy's Products are
18 actually worth the amount that Best Buy is representing.

19 203. Also, monetary damages are not an adequate remedy at law for future harm.
20 *Clark v. Eddie Bauer LLC*, 2024 WL 177755, at *3 (9th Cir. Jan. 17, 2024). Monetary damages
21 are inadequate for future harm for the following reasons, without limitation: First, damages will
22 not prevent Best Buy from engaging in its unlawful conduct. Second, damages for future harm
23 cannot be calculated with certainty and thus cannot be awarded. For example, it is impossible
24 to know what Product(s) each Plaintiff may want or need in the future. Third, injunctive relief
25 is necessary (and monetary damages do not provide a plain, adequate and complete remedy)
26 because, without forward-looking injunctive relief enjoining the unlawful practices, the courts
27 may be flooded with future lawsuits by Class members, Plaintiffs, and the general public for
28 future violations of the law by Best Buy.

COUNT III
Violation of California’s Unfair Competition Law (“UCL”)
California Business & Professions Code § 17200 *et seq.*

204. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

205. Each Plaintiff brings this claim in his or her individual capacity, in his or her capacity as a private attorney general seeking the imposition of public injunctive relief, and as a representative of the Class.

206. California Business & Professions Code § 17200, *et seq.*, also known as California’s Unfair Competition Law (“UCL”), prohibits any unfair, unlawful, or fraudulent business practice.

207. **“Unlawful” Prong.** Best Buy has violated the UCL by engaging in the following unlawful business acts and practices:

a. Making material misrepresentations in violation of Cal. Civ. Code §§ 1770(a)(5), (9), (13), and (16) (the CLRA);

a. Making material misrepresentations and omissions in violation of Cal. Bus. & Prof. Code § 17500 *et seq.* (the FAL);

b. Engaging in deceit in violation of Cal Civ. Code §§ 1709–1710; and

c. Employing deceptive discount price advertisements as identified by 16 C.F.R § 233.1 *et seq.*

208. **“Unfair” and “Fraudulent” Prongs.** Best Buy has violated the UCL by engaging in the following unfair and/or fraudulent business acts and practices:

a. Advertising false reference prices;

b. Advertising false discounts, including dollar-off discounts; and

c. Advertising false “limited-time” sales and “Offer ends” dates.

209. With respect to omissions, Best Buy at all relevant times had a duty to disclose the information in question because, inter alia: (a) Best Buy had exclusive knowledge of material information that was not known to Plaintiffs and Class members; (b) Best Buy

1 concealed material information from Plaintiffs and Class members; and (c) Best Buy made
2 partial representations which were false and misleading absent the omitted information.

3 210. Best Buy's misrepresentations and nondisclosures deceive and have a tendency
4 to deceive the general public.

5 211. Best Buy's misrepresentations and nondisclosures are material, in that a
6 reasonable person would attach importance to the information and would be induced to act on
7 the information in making purchase decisions.

8 212. As a direct and proximate result of Best Buy's violations of the UCL, Plaintiffs
9 and Class members were harmed, suffered injury-in-fact, and lost money or property.

10 213. Plaintiffs and Class members reasonably relied on Best Buy's material
11 misrepresentations, and would not have purchased Best Buy's Products at the prices that they
12 paid had they known the truth.

13 214. Plaintiffs and Class members did not receive the benefits of their bargain.
14 Plaintiffs and Class members did not enjoy the actual discounts that Best Buy represented and
15 promised to them. Plaintiffs and Class members did not receive Products that were worth the
16 inflated amount that Best Buy represented to them; the Products did not regularly sell for, and
17 were not actually worth, the fictitious reference prices advertised by Best Buy.

18 215. By its conduct and omissions alleged herein, Best Buy caused the demand for
19 the Products to be artificially increased and caused all customers, including Plaintiffs and Class
20 members, to pay price premiums to Best Buy. Put differently, as a result of its
21 misrepresentations, Best Buy has been able to charge a price premium for the Products that it
22 would not be able to charge absent the misrepresentations. Without the misrepresentations, Best
23 Buy would have had to charge less for the Products in order to enjoy the same level of demand.

24 216. By its conduct and omissions alleged herein, Best Buy received more money
25 from Plaintiffs and Class members than it should have received. Best Buy should be ordered to
26 disgorge or make restitution of all monies improperly accepted, received, or retained.

27 217. Best Buy's conduct and omissions alleged herein are immoral, unethical,
28 oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiffs and Class

1 members. Perpetrating a years-long scheme of misleading and overcharging customers is
2 immoral, unethical, and unscrupulous. Moreover, Best Buy’s conduct is oppressive and
3 substantially injurious to consumers. There is no utility to Best Buy’s conduct, and even if there
4 were any utility, it would be significantly outweighed by the gravity of the harm to consumers
5 caused by Best Buy’s conduct alleged herein.

6 218. Plaintiffs seek an order granting restitution to Plaintiffs and Class members in an
7 amount to be proven at trial. Plaintiffs further seek an award of attorneys’ fees and costs under
8 Cal. Code Civ. Proc. § 1021.5.

9 219. **Permanent public injunctive relief.** Plaintiffs, acting as private attorneys
10 general, seeks public injunctive relief under the UCL to protect the general public from Best
11 Buy’s false advertisements, misrepresentations, and omissions.

12 220. Best Buy’s misconduct which affects and harms the general public is ongoing in
13 part or in whole and even if such conduct were to cease, it is behavior that is capable of
14 repetition or re-occurrence by Best Buy absent a permanent public injunction. Accordingly,
15 Plaintiffs seek an order enjoining Best Buy from committing the unlawful practices alleged
16 herein.

17 221. The balance of the equities favors the entry of permanent public injunctive relief
18 against Best Buy. Plaintiffs, the members of the Class, honest competing businesses, and the
19 general public will be irreparably harmed from Best Buy’s ongoing false advertising absent the
20 entry of permanent public injunctive relief against Best Buy.

21 222. Plaintiffs lack an adequate remedy at law to prevent Best Buy from engaging in
22 the unlawful practices alleged herein. Each Plaintiff would purchase Products from Best Buy
23 again if he or she could have confidence regarding the truth of Best Buy’s prices and the value
24 of its Products. Each Plaintiff will be harmed if, in the future, he or she is left to guess as to
25 whether Best Buy is providing a legitimate sale or not, and whether Best Buy’s Products are
26 actually worth the amount that Best Buy is representing.

27 223. Also, monetary damages are not an adequate remedy at law for future harm.
28 *Clark v. Eddie Bauer LLC*, 2024 WL 177755, at *3 (9th Cir. Jan. 17, 2024). Monetary damages

1 are inadequate for future harm for the following reasons, without limitation: First, damages will
2 not prevent Best Buy from engaging in its unlawful conduct. Second, damages for future harm
3 cannot be calculated with certainty and thus cannot be awarded. For example, it is impossible
4 to know what Product(s) each Plaintiff may want or need in the future. Third, injunctive relief
5 is necessary (and monetary damages do not provide a plain, adequate and complete remedy)
6 because, without forward-looking injunctive relief enjoining the unlawful practices, the courts
7 may be flooded with future lawsuits by Class members, Plaintiffs, and the general public for
8 future violations of the law by Best Buy.

9 **PRAYER FOR RELIEF**

10 Plaintiffs, on behalf of themselves and the proposed Class, request that the Court order
11 relief and enter judgment against Best Buy as follows:

- 12 1. Declare this action to be a proper class action, certify the proposed Class, and
13 appoint Plaintiffs and their counsel to represent the Class;
- 14 2. Declare that Best Buy's conduct alleged herein violates the CLRA, FAL, and
15 UCL;
- 16 3. Order disgorgement and/or restitution, including, without limitation,
17 disgorgement of all revenues, profits and/or unjust enrichment that Best Buy obtained, directly
18 or indirectly, from Plaintiffs and Class members as a result of the unlawful conduct alleged
19 herein;
- 20 4. Order Best Buy to pay actual damages to Plaintiffs and Class members in an
21 amount to be proven at trial but which is more than \$5 million;
- 22 5. Order Best Buy to pay punitive and/or exemplary damages to the extent allowed
23 by law;
- 24 6. Permanently enjoin Best Buy from engaging in the unlawful conduct alleged
25 herein;

1 7. Order that Best Buy maintain the following records for each daily Product³
2 offering in its retail stores and on its website for at least two years from the date of each
3 advertisement and/or offer for sale of the Product, for auditing purposes to ensure compliance
4 with the ordered injunctive relief: (1) the advertised reference price for each Product; (2) the
5 offer price and/or net selling price of each Product; and (3) any discount that was advertised
6 and/or applicable to each Product;

7 8. Retain jurisdiction to monitor Best Buy’s compliance with the permanent
8 injunctive relief;

9 9. Order any other equitable relief the Court deems appropriate;

10 10. Order Best Buy to pay attorneys’ fees, costs, and pre-judgment and post-
11 judgment interest to the extent allowed by law; and

12 11. Grant such other relief as the Court deems just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs demand a trial by jury on all issues so triable.

15 Date: February 14, 2025.

16 Presented by:

17 HATTIS & LUKACS

18 By: 

19 Daniel M. Hattis (SBN 232141)

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27 *Attorneys for Plaintiffs*
28 *and the Proposed Class*

3 “Products” are defined in this Complaint as TVs and major appliances, such as refrigerators, ranges, dishwashers, microwaves, wall ovens, cooktops, freezers, washers, and dryers.