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Attorneys for Defendant
BEST BUY CO., INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

BEST BUY CO., INC.,

Defendant.

No. 3:22-cv-4909

**DEFENDANT BEST BUY CO., INC.'S
NOTICE OF REMOVAL**

FILED AS CLASS ACTION

[Removal of civil action from Superior
Court of California, County of Alameda,
Case No. 22-CV-014203]

[Filed concurrently with:

- (1) Certification of Interested Entities or
Persons;
- (2) Corporate Disclosure Statement;
- (3) Certificate of Service; and
- (4) Civil Case Cover Sheet]

**NOTICE TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA:**

Pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. §§ 1332, 1441, 1446 and 1453, Defendant Best Buy Co., Inc. (“Best Buy”) hereby removes the above-captioned putative class action from the Superior Court of California, Alameda County, to the United States District Court for the Northern District of California. Pursuant to 28 U.S.C. § 1446(d), copies of this Notice of Removal are being served upon counsel for Plaintiff Alee Karim and filed with the Clerk of the California Superior Court for the County of Alameda.

COMMENCEMENT & OTHER PROCEDURAL REQUIREMENTS

1. On July 12, 2022, Plaintiff filed a putative class action captioned *Karim v. Best Buy Co., Inc.* in California Superior Court, County of Alameda, Case No. 22-CV-014203. The action is against Best Buy on behalf of those who, according to Plaintiff, were charged by Best Buy for an auto-renewing subscription for any product or service in connection with a purchase made via the Best Buy website. Compl. ¶ 35.

2. On July 29, 2022, Plaintiff served Best Buy with copies of the complaint and summons. True and correct copies of the complaint and all other court documents served on Best Buy in the state court action are attached as **Exhibit 1**.¹

3. A true and correct copy of the register of actions in the state court action is attached as **Exhibit 2**.

4. Timeliness: This notice is timely under 28 U.S.C. § 1446(b) because it is filed within 30 days of service made on July 29, 2022.

5. Consent: Pursuant to 28 U.S.C. § 1453(b), consent is not required by others because Best Buy is the only named defendant.

6. Notice: Under 28 U.S.C. § 1446(d), copies of this Notice of Removal are being served on counsel for Plaintiff Alee Karim, and filed with the Clerk of the California Superior Court for the County of Alameda.

¹ Plaintiff failed to serve copies of the exhibits to the Complaint on Best Buy.

7. Venue: Under 28 U.S.C. § 1441(a), removal to the United States District Court for the Northern District of California is proper because this District encompasses the Superior Court of California, Alameda County, where this action is currently pending.

8. Intradistrict Assignment: Assignment to the San Francisco Division or Oakland Division of the United States Court for the Northern District of California is proper under 28 U.S.C. Section 1441(a) and Civil Local Rule 3.2 (c)-(d) because the State Court Action was filed and is pending in the County of Alameda.

ORIGINAL JURISDICTION UNDER CAFA

9. This case is within the original jurisdiction of this Court and properly removed under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d). Under CAFA, federal courts have diversity jurisdiction over putative class actions that have (1) been commenced after February 18, 2005; (2) minimal diversity; (3) 100 or more class members; and (4) an aggregate amount in controversy in excess of \$5 million. *See* 28 U.S.C. §§ 1332, 1332(d)(2), 1332(d)(5)(B). This action satisfies every applicable prerequisite.

10. This action satisfies CAFA’s definition of a class action, which is “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute . . . authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B); 28 U.S.C. § 1453(a), (b).

MINIMAL DIVERSITY

11. CAFA requires only minimal diversity, i.e., that “any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A); *see also Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1020, 1021 (9th Cir. 2007) (“[U]nder CAFA, complete diversity is not required; ‘minimal diversity’ suffices.”).

12. Plaintiff and Best Buy are citizens of different states. Plaintiff alleges that he is a citizen of Oakland, Alameda County, California. Compl. ¶ 8.

13. Plaintiff brings this putative class action on behalf of only “California consumers.” Compl. ¶ 35.

14. Best Buy is incorporated in Minnesota (*see Exhibit 3* attached hereto (Minnesota Secretary of State’s website, showing that Defendant is a Minnesota corporation) with its headquarters in Richfield, Minnesota (Compl. ¶ 10). *See Hertz Corp. v. Friend, Hertz Corp. v. Friend*, 559 U.S. 77, 80-81 (2010) (“[W]e conclude that the phrase ‘principal place of business’ refers to the place where the corporation’s high level officers direct, control, and coordinate the corporation’s activities,” which will “typically be found at a corporation’s headquarters”).

15. There is at least minimal diversity between Defendant Best Buy (a citizen of Minnesota) and the named and unnamed members of the putative class (all residents of California). *See* 28 U.S.C. § 1332(d)(2)(A).

NUMEROSITY

16. CAFA requires that the proposed class contain at least 100 persons. *See* 28 U.S.C. § 1332(d)(5)(B).

17. Plaintiff defines the putative class to include “[a]ll California consumers who have been charged by Best Buy for an auto-renewing subscription for any product or service in connection with a purchase made via the Best Buy website from July 11, 2018 to the date of judgment.” Compl. ¶ 35.

18. Plaintiff alleges that the precise number of putative class members is unknown but “encompasses at least several thousand Class Members” and “the members of the Class are so numerous that joinder of all such persons is impracticable.” Compl. ¶ 36.

19. Accordingly, there are more than 100 putative class members. *See* 28 U.S.C. § 1332(d)(5)(B).

AMOUNT IN CONTROVERSY

20. CAFA requires that “the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs....” 28 U.S.C. § 1332(d)(2). “[T]o determine whether the matter in controversy exceeds the sum or value of \$5,000,000,” the “claims of the individual class members shall be aggregated.” *Id.* § 1332(d)(6). “Congress and the Supreme Court have instructed [courts] to interpret CAFA’s provisions under section 1332 broadly in favor of removal,” *Jordan v. Nationstar Mortg. LLC*, 781 F.3d 1178, 1184 (9th Cir. 2015), and “no

1 antiremoval presumption attends cases invoking CAFA, which Congress enacted to facilitate
 2 adjudication of certain class actions in federal court.” *Dart Cherokee Basin Operating Co., LLC*
 3 *v. Owens*, 135 S. Ct. 547, 554 (2014).

4 21. When measuring the amount in controversy, “a court must ‘assume that the
 5 allegations of the complaint are true and assume that a jury will return a verdict for the plaintiff
 6 on all claims made in the complaint.’” *Campbell v. Vitran Exp., Inc.*, 471 F. App’x 646, 648 (9th
 7 Cir. 2012) (citing *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993,
 8 1001 (C.D. Cal. 2002)). Further, defenses that a defendant may assert are not considered in
 9 assessing the amount placed in controversy. *See Lara v. Trimac Transp. Servs. (W.) Inc.*, CV 10-
 10 4280-GHK JCX, 2010 WL 3119366, at *3 (C.D. Cal. Aug. 6, 2010) (“affirmative defenses,
 11 counterclaims, and potential offsets may not be invoked to demonstrate the amount-in-
 12 controversy is actually less than the jurisdictional minimum.”).

13 22. The complaint purports to allege causes of action for violations of (1) California’s
 14 Automatic Renewal Law (ARL), California Business and Professions Code Section 17600, *et*
 15 *seq.*; (2) violation of California’s Consumer Legal Remedies Act (CLRA), California Civil Code
 16 Section 1770 *et. seq.*; and (3) California’s Unfair Competition Law (UCL), California Business
 17 and Professions Code Section 17200 *et. seq.* *See* Compl. ¶¶ 43-76. Plaintiff seeks restitution,
 18 monetary damages, prejudgment interest, injunctive relief, attorneys’ fees, and costs. *Id.*, Prayer
 19 ¶¶ (a)-(e). *See also* Compl. ¶ 5 (“With this class action, Plaintiff and the Class seek redress for
 20 Best Buy’s unfair business practices, including the recovery of the charges Best Buy has imposed
 21 on Plaintiff and the Class contrary to law.”).

22 23. Plaintiff seeks an award of restitution in connection with his second, third and
 23 fourth causes of action under the UCL. Compl. ¶¶ 54, 60, 66, Prayer.

24 24. Plaintiff alleges that he was charged \$388.35 for a television and then \$2.99 each
 25 month for the “Trend Micro” software program for a total of \$44.85 for fifteen months. *Id.* ¶¶ 13,
 26 18, 27, 30.

27 25. Plaintiff also seeks to represent “[a]ll California consumers who have been
 28 charged by Best Buy for an auto-renewing subscription for *any product or service* in connection

1 with a purchase made via the Best Buy website from July 11, 2018 to the date of judgment.” *Id.*
 2 ¶ 35 (emphasis added).

3 26. Since July 11, 2018, California consumers have paid more than \$5,000,000 in
 4 subscription fees in connection with purchases made on Best Buy’s website. Thus, the aggregate
 5 value of Plaintiff’s request for restitution exceeds \$5,000,000.²

6 27. Best Buy disputes Plaintiff’s allegations, denies that Plaintiff or any putative class
 7 members have been harmed in any way, and denies that Plaintiff or any putative class member is
 8 entitled to any remedy. *See Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1198 n.1 (9th Cir.
 9 2015) (“Even when defendants have persuaded a court upon a CAFA removal that the amount in
 10 controversy exceeds \$5 million, they are still free to challenge the actual amount of damages in
 11 subsequent proceedings and at trial ... because they are not stipulating to damages suffered, but
 12 only estimating the damages that are in controversy.”).

13 28. Plaintiff also seeks attorneys’ fees and costs. Compl. ¶ 42, Prayer ¶ (e). Awards
 14 of attorneys’ fees and costs may be included in the amount in controversy. *See, e.g., Guglielmo v.*
 15 *McKee Foods Corp.*, 506 F.3d 696, 698 (9th Cir. 2007); *Galt G/S v. JSS Scandinavia*, 142 F.3d
 16 1150, 1156 (9th Cir. 1998) (“[W]here an underlying statute authorizes an award of attorneys’
 17 fees, either with mandatory or discretionary language, such fees may be included in the amount in
 18 controversy.”). A fee award in a certified class action can often amount to twenty-five percent
 19 (25%) of class recovery, which could increase the amount in controversy by 25% or, put another
 20 way, to 125% of the class’ claimed recovery. *See, e.g., Jasso v. Money Mart Exp., Inc.*, No. 11-
 21

22
 23 ² A removing defendant is only required to provide a “short and plain statement” of the bases for
 24 removal and need not present or plead evidentiary detail. *Dart Cherokee Basin Operating Co.,*
 25 *LLC v. Owens*, 135 S. Ct. 547, 551 (2014); *see also Janis v. Health Net, Inc.*, 472 F. App’x 533,
 26 534 (9th Cir. 2012) (“Nothing in 28 U.S.C. § 1446 requires a removing defendant to attach evidence
 27 of the federal court’s jurisdiction to its notice of removal. Section 1446(a) requires merely a ‘short
 28 and plain statement of the grounds for removal.’ Moreover, we have observed that ‘it is clearly
 appropriate for the district courts, in their discretion, to accept certain post-removal [evidence] as
 determinative of the [jurisdictional requirements].’”) (citation omitted); *Hertz Corp. v. Friend*, 559
 U.S. 77, 96-97 (2010) (“When challenged on allegations of jurisdictional facts, the parties [who
 assert jurisdiction] must support their allegations by competent proof.”).

1 5500, 2012 WL 699465, at *7 (N.D. Cal. Mar. 1, 2012) (stating that fee award of 25% of class
2 recovery was “not unreasonable”).

3 29. Plaintiff also seeks injunctive relief under his second through fifth causes of
4 action, the costs of which could be substantial. Compl., ¶¶, 54, 60, 66, 76, Prayer. When
5 evaluating the value of an injunction for amount in controversy purposes, the Ninth Circuit
6 follows the “either viewpoint” rule. Under the “either viewpoint” rule, the amount in controversy
7 is the pecuniary result the judgment would directly produce to either party. This pecuniary result
8 includes the cost to defendant to implement an injunction. *See, e.g., Lokey v. CVS Pharmacy,*
9 *Inc.*, No. 20-CV-04782-LB, 2020 WL 5569705, at *5 (N.D. Cal. Sept. 17, 2020) (quoting *In re*
10 *Ford Motor Co./Citibank*, 264 F.3d 952, 958 (9th Cir. 2001), *cert. granted in part sub nom. Ford*
11 *Motor Co. v. McCauley*, 534 U.S. 1126 (2002), *cert. dismissed*, 537 U.S. 1 (2002)); *Sanchez v.*
12 *Monumental Life Ins. Co.*, 102 F.3d 398, 405 (9th Cir. 1996).

13 30. Best Buy denies that it has any liability to Plaintiff or anyone else, and denies that
14 the putative class could be certified for class treatment. Nevertheless, the aggregate amount that
15 has been placed in controversy by Plaintiff in the complaint, including restitution of subscription
16 fees, attorneys’ fees, and injunctive relief, exceeds \$5 million. *See* 28 U.S.C. § 1332(d)(6) (“In
17 any class action, the claims of the individual class members shall be aggregated to determine
18 whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest
19 and costs.”); *Lewis v. Verizon Comm’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (“The amount in
20 controversy is simply an estimate of the total amount in dispute, not a prospective assessment of
21 defendant’s liability.”).

22 31. Based on the foregoing paragraphs, this putative class action meets all the
23 requirements under CAFA: It was commenced after February 18, 2005, there is minimal
24 diversity, there are more than 100 putative class members, and more than \$5 million in
25 controversy, in the aggregate. This Court thus has original subject matter jurisdiction. *See* 28
26 U.S.C. § 1332(d)(2)(A).

CONCLUSION

32. Best Buy, having satisfied all requirements for removal under 28 U.S.C. §§ 1332, 1441, 1453, and 1446, respectfully submits this Notice of Removal, requests that the action be removed, and requests that the Court assume full jurisdiction over the case as provided by law.

33. Best Buy respectfully removes this action from the California Superior Court, County of Alameda, to this Court.

Dated: August 26, 2022

MANATT, PHELPS & PHILLIPS, LLP

By: /s/ Christine M. Reilly
Christine M. Reilly
Justin Jones Rodriguez
Attorneys for Defendant
Best Buy Co., Inc.

EXHIBIT 1



07/29/2022

CT Log Number 542019564

Service of Process Transmittal Summary

TO: Legal Sop
Best Buy Enterprise Services, Inc.
7601 PENN AVE S
RICHFIELD, MN 55423-3683

RE: Process Served in California

FOR: Best Buy (Cross Ref Name) (Domestic State: VA)
Best Buy Stores, L.P. (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: ALEE KARIM, on behalf of himself and all others similarly situated, vs. BEST BUY

DOCUMENT(S) SERVED: Summons, Complaint, Attachment(s), Certificate, Declaration

COURT/AGENCY: Alameda County Superior Court, CA
Case # 22CV014203

NATURE OF ACTION: Claims to have been charged for an auto-renewing subscription.

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 07/29/2022 at 01:49

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Alan R. Plutzik
Bramson, Plutzik, Mahler & Birkhaeuser
2125 Oak Grove Rd., #125
Walnut Creek, CA 94598
925-945-0200

ACTION ITEMS: CT has retained the current log, Retain Date: 07/30/2022, Expected Purge Date: 08/04/2022

Image SOP

Email Notification, Legal Sop ctlegalsop@bestbuy.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the



CT Corporation
Service of Process Notification

07/29/2022

CT Log Number 542019564

included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date:

Fri, Jul 29, 2022

Server Name:

Jimmy Lizama

| | |
|---------------|----------------|
| Entity Served | BEST BUY, INC. |
| Case Number | 22CV014203 |
| Jurisdiction | CA |

| | | |
|---------|--|--|
| Inserts | | |
| | | |



SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

BEST BUY CO., INC.,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

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

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)ELECTRONICALLY FILED
Superior Court of California
County of Alameda
07/26/2022

Chad Finke, Executive Officer / Clerk of the Court

By: A. Gospel Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):
Alameda County Superior Court, 1225 Fallon Street, Oakland, CA 94612

CASE NUMBER: (Número del Caso):

22CV014203

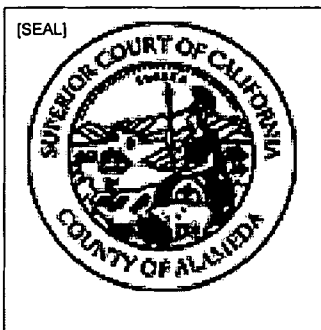
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alan R. Plutzik, Bramson, Plutzik, Mahler & Birkhaeuser, 2125 Oak Grove Rd., #125, Walnut Creek, CA 94598 - 925-945-0200

DATE: 07/26/2022 Chad Finke, Executive Officer / Clerk of the Court Clerk, by A. Gospel Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): Best Buy, Inc.
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

Page 1 of 1

BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER, LLP

Alan R. Plutzik (State Bar No. 77785)

aplutzik@bramsonplutzik.com

2125 Oak Grove Road, Suite 125

Walnut Creek, California 94598

Telephone: (925) 945-0200

Facsimile: (925) 945-8792

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

07/12/2022 at 11:25:16 AM

By: Xian-xii Bowie,

Deputy Clerk

WITTELS MCINTURFF PALIKOVIC

J. Burkett McInturff*

jbm@wittelslaw.com

18 Half Mile Road

Armonk, New York 10504

Telephone: (914) 319-9945

Facsimile: (914) 273-2563

** Motion for pro hac vice admission forthcoming*

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

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

Plaintiff,

v.

BEST BUY CO., INC.,

Defendant.

Case No. **22CV014203**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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

7 INTRODUCTION

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

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

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

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

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

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

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

15 5. Only through a class action can Best Buy’s customers remedy this wrongdoing.
16 Because the monetary damages suffered by each customer are small compared to the much higher
17 cost a single customer would incur in trying to challenge Best Buy’s unlawful practices, it makes no
18 financial sense for an individual customer to bring his or her own lawsuit. Furthermore, many
19 customers do not realize they are victims of Best Buy’s deceptive conduct and continue to be charged
20 to this day. With this class action, Plaintiff and the Class seek redress for Best Buy’s unfair business
21 practices, including the recovery of the charges Best Buy has imposed on Plaintiff and the Class
22 contrary to law.
23

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

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

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

JURISDICTION AND VENUE

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

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

PARTIES

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

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

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

FACTUAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 CLASS ACTION ALLEGATIONS

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

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

14 35. The Class is preliminarily defined as follows:

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

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

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

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

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

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

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

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

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

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

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

12 CAUSES OF ACTION

13 COUNT 1

14 **CALIFORNIA AUTOMATIC RENEWAL LAW**

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

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

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

19 46. BUS. & PROF. CODE §§ 17600 *et seq.*, declares unlawful "the practice of ongoing
 20 charging of consumer credit or debit cards or third-party payment accounts without the consumers'
 21 explicit consent for ongoing shipments of a product or ongoing deliveries of service." To ensure that
 22 result, the law requires certain clear disclosures be made to any consumer being offered a product or
 23 service which will automatically renew at some point in the future. Best Buy's conduct as alleged
 24 in this Complaint was unlawful because it failed to comply with the requirements of BUS. & PROF.
 25 CODE § 17602. Best Buy's failures to comply include at least the following independent violations:
 26
 27
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- a. Best Buy failed to present the terms of its automatic renewal or continuous service offer in a clear and conspicuous manner before fulfilling the subscription and in visual proximity to the request for consent to the offer, as required by BUS. & PROF. CODE § 17602(a)(1);
- b. Best Buy charged Plaintiff's and the Class's credit or debit cards, or the consumer's account with a third party, for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous offer terms, as required by BUS. & PROF. CODE § 17602(a)(2);
- c. Best Buy failed to provide an acknowledgment that includes the automatic renewal offer terms or continuous offer terms, cancellation policy, and information regarding how to cancel, and to allow Plaintiff and the Class to cancel the automatic renewal or continuous service before they paid for it, as required by BUS. & PROF. CODE § 17602(a)(3);
- d. Best Buy failed to provide a toll-free telephone number, electronic mail address, a postal address or another cost-effective, timely, and easy-to-use mechanism for cancellation described in BUS. & PROF. CODE § 17602(a)(3), as required by BUS. & PROF. CODE § 17602(b);
- e. Best Buy failed to allow Plaintiff and the Class to terminate the automatic renewal or continuous service exclusively online, as required by BUS. & PROF. CODE § 17602(c).

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

COUNT 2

CALIFORNIA UNFAIR COMPETITION LAW—UNLAWFUL BUSINESS PRACTICES

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

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

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

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

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

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

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

COUNT 3

CALIFORNIA UNFAIR COMPETITION LAW—UNFAIR BUSINESS PRACTICES

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

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

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

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

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

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

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

18 COUNT 4

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

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

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

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

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

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

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

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

17 **CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**

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

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

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

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

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

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

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

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

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

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

23 76. Accordingly, Plaintiff and the Class Members seek an injunction prohibiting Best Buy
24 from engaging in the unlawful practices alleged herein. If Best Buy fails to rectify or agree to rectify
25 the unlawful acts detailed above and give notice to all affected consumers within 30 days of written
26 notice pursuant to § 1782 of the CLRA, Plaintiff will amend this Complaint to add claims for
27
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compensatory damages, and restitution of any ill-gotten gains due to Best Buy's acts and practices, as well as any other remedies the Court may deem appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:

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

Dated: July 11, 2022

**BRAMSON, PLUTZIK, MAHLER &
BIRKHAEUSER, LLP**



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Counsel for Plaintiff

** Motion for pro hac vice admission
forthcoming*

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

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Bramson, Plutzik, Mahler & Birkhaeuse, r2125 Oak Grove Rd., #125, Walnut Creek, CA

TELEPHONE NO.: 925-945-0200

FAX NO. (Optional):

E-MAIL ADDRESS: aplutzik@bramsonplutzik.com

ATTORNEY FOR (Name): Plaintiff Alee Karim

FOR COURT USE ONLY

ELECTRONICALLY FILEDSuperior Court of California,
County of Alameda

07/12/2022 at 11:25:16 AM

By: Xian-xii Bowie,
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

STREET ADDRESS: 1225 Fallon Street

MAILING ADDRESS

CITY AND ZIP CODE: Oakland, CA 94612

BRANCH NAME:

CASE NAME:

ALEE KARIM V. BEST BUY CO., INC.

CIVIL CASE COVER SHEET
☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)
 ☐ **Limited**
(Amount
demanded is
\$25,000 or less)
Complex Case Designation
☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER

22CV014203

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort☐ Auto (22)☐ Uninsured motorist (46)☐ Other PI/PD/WD (Personal Injury/Property
Damage/Wrongful Death) Tort☐ Asbestos (04)☐ Product liability (24)☐ Medical malpractice (45)☐ Other PI/PD/WD (23)**Non-PI/PD/WD (Other) Tort**☒ Business tort/unfair business practice (07)☐ Civil rights (08)☐ Defamation (13)☐ Fraud (16)☐ Intellectual property (19)☐ Professional negligence (25)☐ Other non-PI/PD/WD tort (35)**Employment**☐ Wrongful termination (36)☐ Other employment (15)**Contract**☐ Breach of contract/warranty (06)☐ Rule 3.740 collections (09)☐ Other collections (09)☐ Insurance coverage (18)☐ Other contract (37)**Real Property**☐ Eminent domain/Inverse
condemnation (14)☐ Wrongful eviction (33)☐ Other real property (26)**Unlawful Detainer**☐ Commercial (31)☐ Residential (32)☐ Drugs (38)**Judicial Review**☐ Asset forfeiture (05)☐ Petition re: arbitration award (11)☐ Writ of mandate (02)☐ Other judicial review (39)**Provisionally Complex Civil Litigation**
(Cal. Rules of Court, rules 3.400-3.403)☐ Antitrust/Trade regulation (03)☐ Construction defect (10)☐ Mass tort (40)☐ Securities litigation (28)☐ Environmental/Toxic tort (30)☐ Insurance coverage claims arising from the
above listed provisionally complex case
types (41)**Enforcement of Judgment**☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**☐ RICO (27)☐ Other complaint (not specified above) (42)**Miscellaneous Civil Petition**☐ Partnership and corporate governance (21)☐ Other petition (not specified above) (43)2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:a. ☐ Large number of separately represented partiesd. ☒ Large number of witnessesb. ☒ Extensive motion practice raising difficult or novel
issues that will be time-consuming to resolvee. ☐ Coordination with related actions pending in one or more
courts in other counties, states, or countries, or in a federal
courtc. ☒ Substantial amount of documentary evidencef. ☐ Substantial postjudgment judicial supervision3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 5

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 11, 2022

Alan R. Plutzik

(TYPE OR PRINT NAME)

NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

F. ADDENDUM TO CIVIL CASE COVER SHEET

Unified Rules of the Superior Court of California, County of Alameda

ELECTRONICALLY FILED
 Superior Court of California
 County of Alameda

Short Title: **Alee Karim v. Best Buy Co., Inc.**

Case Number:

CIVIL CASE COVER SHEET ADDENDUM

07/12/2022 at 11:25:16 AM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA By: Xian-xi Bowie, Deputy Clerk

[] Hayward Hall of Justice (447)
 [xx] Oakland, Rene C. Davidson Alameda County Courthouse (446) [] Pleasanton, Gale-Schenone Hall of Justice (448)

| Civil Case Cover Sheet Category | Civil Case Cover Sheet Case Type | Alameda County Case Type (check only one) |
|---------------------------------|--|---|
| Auto Tort | Auto tort (22) | [] 34 Auto tort (G) Is this an uninsured motorist case? [] yes [] no |
| Other PI /PD / WD Tort | Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23) | [] 75 Asbestos (D) [] 89 Product liability (not asbestos or toxic tort/environmental) (G) [] 97 Medical malpractice (G) [] 33 Other PI/PD/WD tort (G) |
| Non - PI /PD / WD Tort | Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35) | [XX] 79 Bus tort / unfair bus. practice (G) [] 80 Civil rights (G) [] 84 Defamation (G) [] 24 Fraud (G) [] 87 Intellectual property (G) [] 59 Professional negligence - non-medical (G) [] 03 Other non-PI/PD/WD tort (G) |
| Employment | Wrongful termination (36) Other employment (15) | [] 38 Wrongful termination (G) [] 85 Other employment (G) [] 53 Labor comm award confirmation [] 54 Notice of appeal - L.C.A. |
| Contract | Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37) | [] 04 Breach contract / Wrnty (G) [] 81 Collections (G) [] 86 Ins. coverage - non-complex (G) [] 98 Other contract (G) |
| Real Property | Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26) | [] 18 Eminent domain / Inv Cdm (G) [] 17 Wrongful eviction (G) [] 36 Other real property (G) |
| Unlawful Detainer | Commercial (31) Residential (32) Drugs (38) | [] 94 Unlawful Detainer - commercial [] 47 Unlawful Detainer - residential [] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [] Yes [] No |
| Judicial Review | Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39) | [] 41 Asset forfeiture [] 62 Pet. re: arbitration award [] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [] Yes [] No [] 64 Other judicial review |
| Provisionally Complex | Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41) | [] 77 Antitrust / Trade regulation [] 82 Construction defect [] 78 Claims involving mass tort [] 91 Securities litigation [] 93 Toxic tort / Environmental [] 95 Ins covrg from complex case type |
| Enforcement of Judgment | Enforcement of judgment (20) | [] 19 Enforcement of judgment [] 08 Confession of judgment |
| Misc Complaint | RICO (27) Partnership / Corp. governance (21) Other complaint (42) | [] 90 RICO (G) [] 88 Partnership / Corp. governance (G) [] 68 All other complaints (G) |
| Misc. Civil Petition | Other petition (43) | [] 06 Change of name [] 69 Other petition |

| | | |
|---|--|---|
| SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA | | Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 07/12/2022 Clad Flike, Executive Officer / Clerk of the Court By: <u>X. Bowie</u> Deputy X. Bowie |
| COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612 | | |
| PLAINTIFF: Alee Karim | | |
| DEFENDANT: Best Buy Co., Inc. | | CASE NUMBER: 22CV014203 |
| NOTICE OF CASE MANAGEMENT CONFERENCE | | |

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

| | | |
|--|---------------|-----------|
| Date: 11/09/2022 | Time: 8:30 AM | Dept.: 23 |
| Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612 | | |

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://portal.alameda.courts.ca.gov>.

| | |
|--|---|
| <p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p> | <p align="center">Reserved for Clerk's File Stamp</p> <p align="center">FILED Superior Court of California County of Alameda 07/12/2022 Chad Finke, Executive Officer / Clerk of the Court By: <u>X. Bowie</u> Deputy X. Bowie</p> |
| <p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p> | |
| <p>PLAINTIFF/PETITIONER: Alee Karim</p> | |
| <p>DEFENDANT/RESPONDENT: Best Buy Co., Inc.</p> | <p>CASE NUMBER: 22CV014203</p> |
| <p align="center">CERTIFICATE OF MAILING</p> | |

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Alan Plutzik
Bramson Plutzik Mahler & Birkhaeuser
2125 Oak Grove Road Suite 125
Walnut Creek, CA 94598

Chad Finke, Executive Officer / Clerk of the Court

Dated: 07/14/2022

By:

X. Bowie

X. Bowie, Deputy Clerk

CERTIFICATE OF MAILING

BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER, LLP

Alan R. Plutzik (State Bar No. 77785)

aplutzik@bramsonplutzik.com

2125 Oak Grove Road, Suite 125

Walnut Creek, California 94598

Telephone: (925) 945-0200

Facsimile: (925) 945-8792

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

07/12/2022 at 11:25:16 AM

By: Xian-xii Bowie,

Deputy Clerk

WITTELS MCINTURFF PALIKOVIC

J. Burkett McInturff*

jbm@wittelslaw.com

18 Half Mile Road

Armonk, New York 10504

Telephone: (914) 319-9945

Facsimile: (914) 273-2563

** Motion for pro hac vice admission forthcoming*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

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

Plaintiff,

v.

BEST BUY CO., INC.,

Defendant.

Case No. **22CV014203**

DECLARATION OF VENUE

DECLARATION REGARDING VENUE

I, Alan R. Plutzik, declare:

1. I am counsel for the plaintiff in this action. I submit this Declaration pursuant to Civil Code § 1780(c).

2. This action is being filed in a county described in §1780(c) as a proper place for the trial of this action as alleged in the Complaint.

3. On information and belief, Defendant Best Buy Co., Inc. is currently doing business in Alameda County.

4. The Plaintiff in this action resides in Alameda County. Plaintiff logged on to Best Buy Co., Inc.'s website, bestbuy.com, from Alameda County in February 2020 to purchase a television set from Defendant. That television purchase allegedly led to the imposition of automatically recurring charges imposed upon Plaintiff by Defendant – charges which underlie the claims asserted in the complaint.

I declare under penalty of perjury that the foregoing is true and correct, and that this Declaration was executed at Walnut Creek, California this 11th day of July 2022.



Alan R. Plutzik



Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agreeing to ADR at your Initial Case Management Conference.

QUESTIONS? Call (510) 891-6055. Email: adrprogram@alameda.courts.ca.gov
Or visit the court's website at <http://www.alameda.courts.ca.gov/divisions/civil/adr>

What Are the Advantages of Using ADR?

- **Faster** – Litigation can take years to complete but ADR usually takes weeks or months.
- **Cheaper** – Parties can save on attorneys' fees and litigation costs.
- **More control and flexibility** – Parties choose the ADR process appropriate for their case.
- **Cooperative and less stressful** – In mediation, parties cooperate to find a mutually agreeable resolution.
- **Preserve Relationships** – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

What Is the Disadvantage of Using ADR?

- **You may go to court anyway** – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

What ADR Options Are Available?

- **Mediation** – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
 - **Court Mediation Program:** Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
 - **Judicial Arbitration Program (non-binding):** The judge can refer a case, or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
 - **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

Mediation Service Programs in Alameda County

Low-cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

SEEDS Community Resolution Center

2530 San Pablo Avenue, Suite A, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: www.seedscrc.org

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – Services that Encourage Effective Dialogue and Solution-making.

Center for Community Dispute Settlement

291 McLeod Street, Livermore, CA 94550

Telephones: (925) 337-7175 | (925) 337-2915 (Spanish)

Website: www.trivalleymediation.com

CCDS provides services in the Tri-Valley area for all of Alameda County.

For Victim/Offender Restorative Justice Services

Catholic Charities of the East Bay: Oakland

433 Jefferson Street, Oakland, CA 94607 Telephone: (510) 768-3100 Website: www.cceb.org Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

ALA ADR-001

| | |
|--|--------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____ | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____ | |
| PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____ | |
| STIPULATION TO ATTEND ALTERNATIVE DISPUTE RESOLUTION (ADR) AND DELAY INITIAL CASE MANAGEMENT CONFERENCE FOR 90 DAYS | CASE NUMBER: _____ |

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

This stipulation is effective when:

- All parties have signed and filed this stipulation with the Case Management Conference Statement at least 15 days before the initial case management conference.
- A copy of this stipulation has been received by the ADR Program Administrator, 24405 Amador Street, Hayward, CA 94544 or Fax to (510) 267-5727.

1. Date complaint filed: _____ An Initial Case Management Conference is scheduled for:

Date:

Time:

Department:

2. Counsel and all parties certify they have met and conferred and have selected the following ADR process (*check one*):

- ☐ Court mediation ☐ Judicial arbitration
☐ Private mediation ☐ Private arbitration

3. All parties agree to complete ADR within 90 days and certify that:

- No party to the case has requested a complex civil litigation determination hearing;
- All parties have been served and intend to submit to the jurisdiction of the court;
- All parties have agreed to a specific plan for sufficient discovery to make the ADR process meaningful;
- Copies of this stipulation and self-addressed stamped envelopes are provided for returning endorsed filed stamped copies to counsel and all parties;
- Case management statements are submitted with this stipulation;
- All parties will attend ADR conferences; and,
- The court will not allow more than 90 days to complete ADR.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR PLAINTIFF)

ALA ADR-001

| | |
|--|---------------|
| PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT: | CASE NUMBER.: |
|--|---------------|

Date:

| | | |
|----------------------|---|--------------------------|
| _____ | ▶ | _____ |
| (TYPE OR PRINT NAME) | | (SIGNATURE OF DEFENDANT) |

Date:

| | | |
|----------------------|---|---------------------------------------|
| _____ | ▶ | _____ |
| (TYPE OR PRINT NAME) | | (SIGNATURE OF ATTORNEY FOR DEFENDANT) |

| | |
|--|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alan Plutzik, 077785 Bramson Plutzik Mahler & Birkhaeuser 2125 Oak Grove Road, Suite 125 Walnut Creek, CA 94598 TELEPHONE NO.: (925) 945-0200 ATTORNEY FOR (Name): Plaintiff | FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Alameda 08/15/2022 at 10:50:27 AM By: Andrel Gospel, Deputy Clerk |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, Alameda County 1225 Fallon Street, #109 Oakland, CA 94612-4293 | |
| PLAINTIFF/PETITIONER: ALEE KARIM, et al. DEFENDANT/RESPONDENT: BEST BUY CO., INC. | CASE NUMBER: 22CV014203 |
| PROOF OF SERVICE OF SUMMONS | Ref. No. or File No.: Karim |

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of:

Complaint, Civil Case Cover Sheet, Civil Case Cover Sheet - Addendum, Notice of Case Management Conference, Summons, Declaration of Venue, Alternative Dispute Resolution Package

3. a. Party served: Best Buy Co., Inc.

b. Person Served: CT Corp - Sarai Marin, Process Specialist - Person Authorized to Accept Service of Process

4. Address where the party was served: 330 North Brand Blvd, #700
Glendale, CA 91203

5. I served the party

a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 07/29/2022 (2) at (time): 12:43PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

Best Buy Co., Inc.
under: CCP 416.10 (corporation)

7. **Person who served papers**

- a. Name: Devon Fitzgerald
- b. Address: One Legal - P-000618-Sonoma
1400 North McDowell Blvd, Ste 300
Petaluma, CA 94954

c. Telephone number: 415-491-0606

d. The fee for service was: \$ 40.00

e I am:

- (3) registered California process server.
 - (i) Employee or independent contractor.
 - (ii) Registration No.: 2022016931
 - (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Date: 07/29/2022

Devon Fitzgerald
(NAME OF PERSON WHO SERVED PAPERS)



(SIGNATURE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Alee Karim

Plaintiff/Petitioner(s)

VS.

Best Buy Co., Inc.

Defendant/Respondent(s)

No. 22CV014203

Date: 08/12/2022

Time: 9:30 AM

Dept: 23

Judge: Brad Seligman

ORDER re: Complex Determination
Hearing

The Complex Determination Hearing scheduled for 08/12/2022 is continued to 10/11/2022 at 3:00 PM in Department 23 at Rene C. Davidson Courthouse.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated: 08/12/2022



Brad Seligman / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 23

JUDICIAL OFFICER: HONORABLE BRAD SELIGMAN

Courtroom Clerk: Christopher Wright

CSR: None

22CV014203

August 12, 2022

9:30 AM

KARIM

vs

BEST BUY CO., INC.

MINUTES

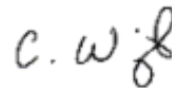
APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Complex Determination Hearing

The Complex Determination Hearing scheduled for 08/12/2022 is continued to 10/11/2022 at 3:00 PM in Department 23 at Rene C. Davidson Courthouse.

The Court orders counsel to obtain a copy of this order from the eCourt portal.



By:

C. Wright, Deputy Clerk

Minutes of: 08/12/2022

Entered on: 08/12/2022

| | | |
|---|--|---|
| SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA | | Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 07/12/2022 Clad Fike, Executive Officer / Clerk of the Court By: <u>X. Bowie</u> Deputy X. Bowie |
| COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612 | | |
| PLAINTIFF: Alee Karim | | |
| DEFENDANT: Best Buy Co., Inc. | | |
| NOTICE OF CASE MANAGEMENT CONFERENCE | | CASE NUMBER: 22CV014203 |

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

| | | |
|--|---------------|-----------|
| Date: 11/09/2022 | Time: 8:30 AM | Dept.: 23 |
| Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612 | | |

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://eportal.alameda.courts.ca.gov>.

| | |
|--|--|
| <p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p> | <p align="center">Reserved for Clerk's File Stamp</p> |
| <p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p> | <p align="center">FILED Superior Court of California County of Alameda 07/12/2022</p> |
| <p>PLAINTIFF/PETITIONER: Alee Karim</p> | <p>Chad Finke, Executive Officer / Clerk of the Court By: <u>X. Bowie</u> Deputy</p> |
| <p>DEFENDANT/RESPONDENT: Best Buy Co., Inc.</p> | <p align="center">X. Bowie</p> |
| <p align="center">CERTIFICATE OF MAILING</p> | <p>CASE NUMBER: 22CV014203</p> |

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Alan Plutzik
Bramson Plutzik Mahler & Birkhaeuser
2125 Oak Grove Road Suite 125
Walnut Creek, CA 94598

Chad Finke, Executive Officer / Clerk of the Court

Dated: 07/14/2022

By:

X. Bowie

X. Bowie, Deputy Clerk

CERTIFICATE OF MAILING

EXHIBIT 2



22CV014203 KARIM vs BEST BUY CO., INC.

Unlimited Civil (Other Commercial/Business Tor...)

Rene C. Davidson Courthouse / DEPT 23 - HON. Brad Seligman

Filed: 07/12/2022

Next Hearing: 10/11/2022 Complex Determination Hearing

[Document Download](#)

[Summary](#)

[Participants](#)

[Tentative Rulings](#)

[Future Hearings](#)

Register of Actions

| Date | Message | Category | Download |
|------------|---|--------------|--------------------------|
| 07/12/2022 | Complaint Filed by: Alee Karim (Plaintiff) As to: Best Buy Co., Inc. (Defendant) | Document | Download |
| 07/12/2022 | Declaration of Venue Filed by: Alee Karim (Plaintiff) As to: Best Buy Co., Inc. (Defendant) | Document | Download |
| 07/12/2022 | Civil Case Cover Sheet Filed by: Alee Karim (Plaintiff) As to: Best Buy Co., Inc. (Defendant) | Document | Download |
| 07/12/2022 | Civil Case Cover Sheet Filed by: Alee Karim (Plaintiff) As to: Best Buy Co., Inc. (Defendant) | Document | Download |
| 07/12/2022 | Notice of Case Management Conference Filed by: Clerk | Document | Download |
| 07/12/2022 | The case is placed in special status of: Provisionally Complex - Case Type | Case | |
| 07/12/2022 | The case is placed in special status of: Class Action | Case | |
| 07/14/2022 | Complex Determination Hearing scheduled for 08/12/2022 at 09:30 AM in Rene C. Davidson Courthouse at Department 23 | Event | |
| 07/14/2022 | Initial Case Management Conference scheduled for 11/09/2022 at 08:30 AM in Rene C. Davidson Courthouse at Department 23 | Event | |
| 07/14/2022 | Case assigned to Hon. Brad Seligman in Department 23 Rene C. Davidson Courthouse | Assignment | |
| 07/26/2022 | Summons on Complaint Issued and Filed by: Alee Karim (Plaintiff) | Document | Download |
| 08/12/2022 | Complex Determination Hearing scheduled for 10/11/2022 at 03:00 PM in Rene C. Davidson Courthouse at Department 23 | Event | |
| 08/12/2022 | Minute Order (Complex Determination Hearing) | Minute Order | Download |
| 08/12/2022 | Order re: Complex Determination Hearing Signed and Filed by: Clerk | Document | Download |
| 08/12/2022 | Complex Determination Hearing scheduled for 08/12/2022 at 09:30 AM in Rene C. Davidson Courthouse at Department 23 Not Held - Continued - Court's Motion was rescheduled to 10/11/2022 03:00 PM | Event | |
| 08/15/2022 | Proof of Personal Service Filed by: Alee Karim (Plaintiff) As to: Best Buy Co., Inc. (Defendant) Service Date: 07/29/2022 Service Cost: 40.00 Service Cost Waived: No | Document | Download |

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22CV014203 KARIM vs BEST BUY CO., INC.

Unlimited Civil (Other Commercial/Business Tor...)

Rene C. Davidson Courthouse / DEPT 23 - HON. Brad Seligman

Filed: 07/12/2022

Next Hearing: 10/11/2022 Complex Determination Hearing

[Document Download](#)

[Summary](#)

[Participants](#)

[Tentative Rulings](#)

[Future Hearings](#)

Participants

| NAME | ROLE |
|--------------------|-------------|
| Alan Plutzik | [Attorney] |
| Alee Karim | [Plaintiff] |
| Best Buy Co., Inc. | [Defendant] |
| Brad Seligman | [] |

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22CV014203 KARIM vs BEST BUY CO., INC.

Unlimited Civil (Other Commercial/Business Tor...)

Rene C. Davidson Courthouse / DEPT 23 - HON. Brad Seligman

Filed: 07/12/2022

Next Hearing: 10/11/2022 Complex Determination Hearing

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Future Hearings

| Date | Description | Dept |
|---------------------|------------------------------------|---------------------|
| 10/11/2022 03:00 PM | Complex Determination Hearing | RCD / Department 23 |
| 11/09/2022 08:30 AM | Initial Case Management Conference | RCD / Department 23 |

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EXHIBIT 3

Business Record Details »

Minnesota Business Name

Best Buy Co., Inc.**Business Type**

Business Corporation (Domestic)

MN Statute

302A

File Number

1K-1056

Home Jurisdiction

Minnesota

Filing Date

10/20/1966

Status

Active / In Good Standing

Renewal Due Date

12/31/2022

Registered Office Address1010 Dale St N
Saint Paul, MN 55117
USA**Number of Shares**

1,000,400,000

Registered Agent(s)

CT Corporation System

Chief Executive OfficerCorie S Barry
7601 Penn Ave S.
Richfield, MN 55423
United States**Principal Executive Office Address**7601 Penn Avenue S.
Richfield, MN 55423
United States**Comments**

Copies in drawer

Filing History**Filing History**

Select the item(s) you would like to order:

Order Selected Copies

| <input type="checkbox"/> | Filing Date | Filing | Effective Date |
|--------------------------|-------------|---|----------------|
| <input type="checkbox"/> | 10/20/1966 | Original Filing - Business Corporation (Domestic) | |

| <input type="checkbox"/> | Filing Date | Filing | Effective Date |
|--------------------------|-------------|--|----------------|
| | 10/20/1966 | Business Corporation (Domestic) Business Name (Business Name: Sound of Music, Inc.) | |
| <input type="checkbox"/> | 03/10/1969 | Business Corporation (Domestic) Change of Shares | |
| <input type="checkbox"/> | 03/10/1969 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 06/21/1982 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 06/24/1982 | Business Corporation (Domestic) Active Status Report | |
| <input type="checkbox"/> | 02/18/1983 | Business Corporation (Domestic) Restated Articles | |
| | 02/18/1983 | Business Corporation (Domestic) Business Name (Business Name: Best Buy Co., Inc.) | |
| <input type="checkbox"/> | 03/16/1984 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 02/25/1985 | Business Corporation (Domestic) Change of Shares | |
| <input type="checkbox"/> | 03/17/1986 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 05/09/1986 | Business Corporation (Domestic) Change of Shares | |
| <input type="checkbox"/> | 07/16/1987 | Amendment - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 01/14/1994 | Business Corporation (Domestic) Change of Shares | |
| <input type="checkbox"/> | 06/07/1994 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 11/01/1994 | Business Corporation (Domestic) Other | |
| <input type="checkbox"/> | 06/26/1998 | Business Corporation (Domestic) Change of Shares | |
| <input type="checkbox"/> | 06/26/2000 | Business Corporation (Domestic) Change of Shares | |
| | 06/26/2000 | Business Corporation (Domestic) Restated Articles | |
| <input type="checkbox"/> | 08/02/2002 | Consent to Use of Name - Business Corporation (Domestic) | |

| <input type="checkbox"/> | Filing Date | Filing | Effective Date |
|--------------------------|-------------|--|----------------|
| <input type="checkbox"/> | 03/31/2003 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 09/11/2003 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 04/13/2007 | Business Corporation (Domestic) Restated Articles | |
| <input type="checkbox"/> | 06/20/2007 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 09/02/2008 | Business Corporation (Domestic) Restated Articles | |
| <input type="checkbox"/> | 06/24/2009 | Business Corporation (Domestic) Restated Articles | |
| <input type="checkbox"/> | 9/16/2016 | Registered Office and/or Agent - Business Corporation (Domestic) | |
| <input type="checkbox"/> | 6/15/2020 | Amendment - Business Corporation (Domestic) Restated Articles | |
| <input type="checkbox"/> | 7/1/2020 | Registered Office and/or Agent - Business Corporation (Domestic) | |

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Alee Karim

(b) County of Residence of First Listed Plaintiff Alameda County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Bramson, Plutzik, Mahler & Birkhaeuser, LLP

Alan R. Plutzik, Robert M. Bramson, Daniel E. Birkhaeuser

2125 Oak Grove Road, Ste. 123, Walnut Creek, CA 94598

925-945-0200

Wittels McInturff Palikovic

J. Burkett McInturff, Jessica L. Hunter

18 Half Mile Road, Armonk, NY 10504

914-319-9945

DEFENDANTS

Best Buy Co., Inc.

County of Residence of First Listed Defendant Minnesota
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

MANATT, PHELPS & PHILLIPS, LLP

Christine M. Reilly (226388), Justin Jones Rodriguez (279080)

2049 Century Park East, Suite 1700, Los Angeles, CA 90067

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☐ 2 U.S. Government Defendant

☐ 3 Federal Question
(U.S. Government Not a Party)

☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

| | PTF | DEF |
|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 |
| Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|--|---|---|--|---|
| <div><div><div>110 Insurance</div><div>120 Marine</div><div>130 Miller Act</div><div>140 Negotiable Instrument</div><div>150 Recovery of Overpayment Of Veteran's Benefits</div><div>151 Medicare Act</div><div>152 Recovery of Defaulted Student Loans (Excludes Veterans)</div><div>153 Recovery of Overpayment of Veteran's Benefits</div><div>160 Stockholders' Suits</div><div>190 Other Contract</div><div>195 Contract Product Liability</div><div>196 Franchise</div></div><div><div>210 Land Condemnation</div><div>220 Foreclosure</div><div>230 Rent Lease & Ejectment</div><div>240 Torts to Land</div><div>245 Tort Product Liability</div><div>290 All Other Real Property</div></div></div> | <div><div><div>PERSONAL INJURY</div><div><div>310 Airplane</div><div>315 Airplane Product Liability</div><div>320 Assault, Libel & Slander</div><div>330 Federal Employers' Liability</div><div>340 Marine</div><div>345 Marine Product Liability</div><div>350 Motor Vehicle</div><div>355 Motor Vehicle Product Liability</div><div>360 Other Personal Injury</div><div>362 Personal Injury -Medical Malpractice</div></div><div><div>PERSONAL INJURY</div><div><div>365 Personal Injury – Product Liability</div><div>367 Health Care/ Pharmaceutical Personal Injury Product Liability</div><div>368 Asbestos Personal Injury Product Liability</div></div><div><div>PERSONAL PROPERTY</div><div><div>370 Other Fraud</div><div>371 Truth in Lending</div><div>380 Other Personal Property Damage</div><div>385 Property Damage Product Liability</div></div></div></div><div><div><div>CIVIL RIGHTS</div><div><div>440 Other Civil Rights</div><div>441 Voting</div><div>442 Employment</div><div>443 Housing/ Accommodations</div><div>445 Amer. w/Disabilities–Employment</div><div>446 Amer. w/Disabilities–Other</div><div>448 Education</div></div><div><div>PRISONER PETITIONS</div><div><div>HABEAS CORPUS</div><div><div>463 Alien Detainee</div><div>510 Motions to Vacate Sentence</div><div>530 General</div><div>535 Death Penalty</div></div><div><div>OTHER</div><div><div>540 Mandamus & Other</div><div>550 Civil Rights</div><div>555 Prison Condition</div><div>560 Civil Detainee–Conditions of Confinement</div></div></div></div></div></div></div></div></div> | <div><div><div>625 Drug Related Seizure of Property 21 USC § 881</div><div>690 Other</div></div><div><div>LABOR</div><div><div>710 Fair Labor Standards Act</div><div>720 Labor/Management Relations</div><div>740 Railway Labor Act</div><div>751 Family and Medical Leave Act</div><div>790 Other Labor Litigation</div><div>791 Employee Retirement Income Security Act</div></div><div><div>IMMIGRATION</div><div><div>462 Naturalization Application</div><div>465 Other Immigration Actions</div></div></div></div></div> | <div><div><div>422 Appeal 28 USC § 158</div><div>423 Withdrawal 28 USC § 157</div></div><div><div>PROPERTY RIGHTS</div><div><div>820 Copyrights</div><div>830 Patent</div><div>835 Patent–Abbreviated New Drug Application</div><div>840 Trademark</div><div>880 Defend Trade Secrets Act of 2016</div></div><div><div>SOCIAL SECURITY</div><div><div>861 HIA (1395ff)</div><div>862 Black Lung (923)</div><div>863 DIWC/DIWW (405(g))</div><div>864 SSID Title XVI</div><div>865 RSI (405(g))</div></div><div><div>FEDERAL TAX SUITS</div><div><div>870 Taxes (U.S. Plaintiff or Defendant)</div><div>871 IRS–Third Party 26 USC § 7609</div></div></div></div></div></div> | <div><div><div>375 False Claims Act</div><div>376 Qui Tam (31 USC § 3729(a))</div><div>400 State Reapportionment</div><div>410 Antitrust</div><div>430 Banks and Banking</div><div>450 Commerce</div><div>460 Deportation</div><div>470 Racketeer Influenced & Corrupt Organizations</div><div>480 Consumer Credit</div><div>485 Telephone Consumer Protection Act</div><div>490 Cable/Sat TV</div><div>850 Securities/Commodities/Exchange</div><div>890 Other Statutory Actions</div><div>891 Agricultural Acts</div><div>893 Environmental Matters</div><div>895 Freedom of Information Act</div><div>896 Arbitration</div><div>899 Administrative Procedure Act/Review or Appeal of Agency Decision</div><div>950 Constitutionality of State Statutes</div></div></div> |

V. ORIGIN (Place an "X" in One Box Only)

☐ 1 Original Proceeding

☒ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation–Transfer

☐ 8 Multidistrict Litigation–Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Section 1332

Brief description of cause:

Alleged violation of California Automatic Renewal Law, Cal. Bus. & Prof. Code Section 17600 et seq.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☐ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

☐ EUREKA-MCKINLEYVILLE

DATE 08/26/2022

SIGNATURE OF ATTORNEY OF RECORD /s/ Christine M. Reilly

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 - (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
 - (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Best Buy Charges Customers for Unwanted Monthly Subscription Plans, Class Action Alleges](#)
