

SUMMONS - CIVIL
(Except Family Actions)

STATE OF CONNECTICUT
SUPERIOR COURT

JD-CV-1 Rev. 1-2000
C.G.S. § 51-348, 51-347, 51-349, 51-350, 52-45a,
52-48, 52-259, P.B. Secs 3-1 thru 3-21, 8-1

www.jud.ct.gov

INSTRUCTIONS

1. Type or print legibly; sign original summons and conform all copies of the summons.
2. Prepare or photocopy conformed summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for actions in which an attachment, garnishment or replevy is being sought. See Practice Book Section 8-1 for other exceptions.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

"X" ONE OF THE FOLLOWING:
Amount, legal interest or property in demand, exclusive of interest and costs is:

less than \$2,500
 \$2,500 through \$14,999.99
 \$15,000 or more

("X" if applicable)
 Claiming other relief in addition to or in lieu of money or damages.

RETURN DATE (Mo., day, yr.)
(Must be a Tuesday) **5/19/07**

JUDICIAL DISTRICT HOUSING SESSION G.A. NO. AT (Town in which writ is returnable) (C.G.S. 51-348, 51-349) **HARTFORD**

CASE TYPE (See JD-CV-1a)
Major **M** Minor **90**

ADDRESS OF COURT CLERK WHERE WRIT AND OTHER PAPERS SHALL BE FILED (No., street, town and zip code) (C.G.S. 51-348, 51-350) **95 WASHINGTON ST., HARTFORD, CT 06106**

TELEPHONE NO. (with area code) **860-548-2700**

PARTIES	NAME AND ADDRESS OF EACH PARTY (No., street, town and zip code)	NOTE: Individuals' Names: Last, First, Middle Initial	<input type="checkbox"/> Form JD-CV-2 attached	PTY NO.
FIRST NAMED PLAINTIFF	State of Connecticut 110 Sherman St., Hartford CT 06105			01
Additional Plaintiff				02
FIRST NAMED DEFENDANT	Best Buy Co., Inc. 7601 Penn Avenue South, Richfield, MN 55423			50
Additional Defendant	BestBuy.com, LLC 7601 Penn Avenue South, Richfield, MN 55423			51
Additional Defendant	Best Buy Stores, Limited Partnership 526 King St., Suite 423, Alexandria, VA 22314			52
Additional Defendant				53

NOTICE TO EACH DEFENDANT

1. YOU ARE BEING SUED.
2. This paper is a Summons in a lawsuit
3. The Complaint attached to these papers states the claims that each Plaintiff is making against you in this lawsuit.
4. To respond to this Summons, or to be informed of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk of the above-named Court at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default.
6. The "Appearance" form may be obtained at the above Court address.
7. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately take the Summons and Complaint to your insurance representative.
8. If you have questions about the Summons and Complaint, you should consult an attorney promptly. **The Clerk of Court is not permitted to give advice on legal questions.**

DATE **5/18/07** SIGNED (Sign and "X" proper box)  Comm. of Superior Court Assistant Clerk

TYPE IN NAME OF PERSON SIGNING AT LEFT
Phillip Rosario

FOR THE PLAINTIFF(S) PLEASE ENTER THE APPEARANCE OF:

NAME AND ADDRESS OF ATTORNEY LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code) **Phillip Rosario, AAG, 110 Sherman St., Hartford, CT 06105**

TELEPHONE NUMBER **860 808-5400** JURIS NO (if atty. or law firm) **085059**

NAME AND ADDRESS OF PERSON RECOGNIZED TO PROSECUTE IN THE AMOUNT OF \$250 (No. street, town and zip code)

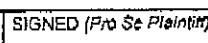
SIGNATURE OF PLAINTIFF IF PRO SE

PLFS **1** # DEFS **3** # CNTS **4** SIGNED (Official taking recognizance; "X" proper box) Comm. of Superior Court Assistant Clerk

For Court Use Only

FILE DATE

- IF THIS SUMMONS IS SIGNED BY A CLERK:
- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
 - b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
 - c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
 - d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service thereof.

I hereby certify I have read and understand the above: SIGNED (Pro Se Plaintiff)  DATE SIGNED DOCKET NO.

ORIGINAL

RETURN DATE: JUNE 19, 2007

STATE OF CONNECTICUT

Plaintiff

v.

BEST BUY COMPANY, INC.

BESTBUY.COM, LLC

BEST BUY STORES, LIMITED

PARTNERSHIP

Defendants

SUPERIOR COURT

HARTFORD JUDICIAL DISTRICT

MAY 18, 2007

COMPLAINT

COUNT ONE

1. This is an action under the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735a of the Connecticut General Statutes, for injunctive relief against the defendants' alleged violations of Conn. Gen. Stat. § 42-110b(a), which governs unfair or deceptive acts and practices, for restitution to consumers for the defendants' alleged violations of law, and for civil penalties.

THE PARTIES

2. The plaintiff is the State of Connecticut, represented by Richard Blumenthal, Attorney General, acting at the request of Jerry Farrell, Commissioner of Consumer Protection, pursuant to the authority of Chapter 735a of the General Statutes, more particularly, Conn. Gen. Stat. § 42-110m(a).

3. The defendant, Best Buy Company, Inc., is a Minnesota corporation with its office and principal place of business at 7601 Penn Avenue South, Richfield, Minnesota.

4. The defendant Bestbuy.com, LLC is a Minnesota limited liability company with its office in Richfield, Minnesota.

5. The defendant Best Buy Stores, Limited Partnership is a limited partnership with its office in Alexandria, Virginia.

6. Upon information and belief, Bestbuy.com, LLC and Best Buy Stores, LP are related and/or affiliated entities to Best Buy Company, Inc. (the defendants shall be referred to collectively as "Best Buy" or the "Defendants").

DEFENDANT'S COURSE OF CONDUCT

7. Whenever reference is made in this complaint to any act or practice of Best Buy, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents, and representatives of Best Buy did, or authorized, such act or practice, on behalf of Best Buy while actively engaged in the scope of their duties.

8. Best Buy is engaged in the trade or commerce of offering for sale and selling consumer electronics, home-office products, entertainment software, appliances and related services at ten (10) retail stores in Connecticut. These stores are located in Orange, Danbury, West Hartford, Manchester, Newington, Waterford, Meriden, Norwalk, Enfield and Stratford.

9. Best Buy is also engaged in the trade or commerce of offering for sale and selling consumer electronics, home-office products, entertainment software, appliances and related

consumer goods and services over the Internet through a commercial website with the address www.bestbuy.com (the "Internet Website").

10. Consumers can access the Internet Website by typing the domain name "BestBuy.com" into an Internet browser. The prices contained on the Defendants' Internet Website are often lower than the prices displayed on merchandise signs in the Defendants' retail stores.

11. Beginning no later than November 2001, Best Buy began opening retail stores in Connecticut. These retail stores were equipped with kiosks containing computer screens and keyboards. On information and belief, each of Best Buy's Connecticut stores had said kiosks installed when each store opened.

12. Best Buy has displayed signage, directly over some of these kiosks, reading "Our Biggest Store/BestBuy.com."

13. The Defendants' in-store kiosk computer screens display an electronic tab, which purports to connect Connecticut consumers to "BestBuy.com."

14. Once a consumer clicks the tab marked BestBuy.com on the kiosk screen, he/she is brought to an electronic page that, until March 2007, was configured to look exactly like the Defendants' Internet Website.

15. In reality, the tab marked BestBuy.com does not connect consumers to the Defendants' Internet Website. Instead, the tab connects consumers to a separate internal database (the "Internal Database") maintained by the Defendants which consumers cannot access over the Internet. Furthermore, the prices from this Internal Database that are displayed on Best Buy's in-

store kiosks are consistent with the prices of items in the stores and are often higher than the prices displayed on Best Buy's Internet Website.

16. Upon information and belief, in or about 2005, Best Buy instituted a price match policy whereby its retail stores guaranteed that they would, among other things, match the prices contained on Best Buy's Internet Website.

17. However, on numerous occasions, when Connecticut consumers sought to purchase items in Best Buy stores at the lower price that they had seen on the Defendants' Internet Website, Best Buy's employees disputed the reported Internet price, and directed consumers to confirm Best Buy's Internet prices by using the in-store kiosk screens.

18. When consumers followed the employees' instructions and clicked the tab marked BestBuy.com at the in-store kiosks, they were not connected to the Defendants' Internet Website but instead were connected to the Defendants' Internal Database which often displayed higher prices than the consumer had seen displayed for the same product on the Defendants' Internet Website.

19. Best Buy's course of conduct, as alleged herein, has been undertaken in the conduct of trade or commerce as defined in Conn. Gen. Stat. § 42-110a(4).

20. Best Buy has represented to consumers:

- a. that its in-store kiosks connect consumers to Best Buy's Internet Website;
- b. that consumers could use Best Buy's in-store kiosks to view Best Buy's Internet prices to determine whether they could order a product for a lower price over the Internet as opposed to purchasing the product at the store; and

- c that consumers could use Best Buy's in-store kiosks to confirm Best Buy's Internet prices for the purposes of deciding whether they should avail themselves of Best Buy's price match policy.

21. Contrary to the aforesaid representations:

- a. the in-store kiosks actually connect consumers to Best Buy's Internal Database that often contains higher local or regional store prices;
- b. consumers cannot use the kiosks to view Best Buy's Internet prices to determine whether they could purchase a product for a lower price over the Internet as opposed to purchasing the product at the store; and
- c. consumers cannot use the kiosks to confirm Best Buy's lower, Internet prices and to avail themselves of Best Buy's price match policy.

22. Best Buy's conduct was likely to mislead Connecticut consumers, who could reasonably interpret the representations of Best Buy employees, the store signage and the statements, appearance and formatting on Best Buy's kiosks, to mean that the kiosks connected consumers to both Best Buy's Internet Website and its Internet prices.

23. The aforementioned representations were and are material to consumers' decisions about what price to pay for Best Buy products, and whether to avail themselves of Best Buy's price match policy.

24. Because Best Buy misrepresented to consumers that the kiosks connected them to its Internet Website, on information and belief, Connecticut consumers purchased products at the higher, in-store prices displayed on the kiosks.

25. Best Buy's acts and practices, as described herein, violate § 42-110b-18 (a) of the Regulations of Connecticut State Agencies, and constitute per se violations of CUTPA because they misrepresent the source of the product information displayed on the kiosks as being from Best Buy's Internet Website.

26. Best Buy's acts and practices, as described herein, violate § 42-110b-18 (d) of the Regulations of Connecticut State Agencies, and constitute per se violations of CUTPA because they misrepresent that the kiosks are affiliated with Best Buy's Internet Website.

27. Best Buy's acts and practices, as described herein, violate § 42-110b-18(e) of the Regulations of Connecticut State Agencies, and constitute per se violations of CUTPA because they misrepresent the nature and characteristics of the products displayed on the in-store kiosks as being identical to those displayed on the Internet Website.

28. Best Buy's acts and practices, as described herein, violate § 42-110b-22 of the Regulations of Connecticut State Agencies, and constitute per se violations of CUTPA because Best Buy failed to disclose to consumers that the kiosks do not connect consumers to Best Buy's Internet Website or reflect Best Buy's Internet prices.

29. Best Buy's acts or practices, as alleged herein, constitute unfair or deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b(a).

COUNT TWO

1-29. The allegations of paragraphs 1-29 of the First Count are incorporated herein as paragraphs 1-29 of this Second Count.

30. The Defendants engaged in the acts or practices alleged herein when they knew or should have known that their conduct was deceptive, in violation of Conn. Gen. Stat. § 42-110b(a).

COUNT THREE

1-29. The allegations of paragraphs 1-29 of the First Count are incorporated herein as paragraphs 1-29 of this Third Count.

30. Upon information and belief, in or about March 2007, Best Buy placed an electronic banner on its kiosk screen pages that displays the language "This Kiosk Reflects Local Store Pricing." Except for this language, the electronic pages on the in-store kiosk pages are formatted to look identical to the pages on the Defendants' Internet website. In fact, the Defendants' in-store kiosk pages contain a disclaimer that is identical to the disclaimer on the Defendants' Internet Website, that states "[o]nline prices and selection generally match our retail stores but may vary." In addition, the Defendants still use a tab labeled with the domain name "BestBuy.com" to provide access to its Internal Database.

31. Thus, Best Buy represents to consumers:

- a. that its in-store kiosks connect consumers to its "online" Internet prices; and

- b. that Best Buy's Internet prices don't vary from the "local" prices in its retail stores.

32. Contrary to the aforesaid representations:

- a. the in-store kiosks do not connect consumers to Best Buy's "online" Internet prices; and
- b. Best Buy's Internet prices are often lower than both the prices displayed on the kiosks or in Best Buy retail stores.

33. Best Buy's conduct is likely to mislead Connecticut consumers, who could reasonably interpret the representations set forth in paragraph 31 of this Third Count to mean that the in-store kiosks connect consumers to Best Buy's Internet Website and that Best Buy's Internet prices do not vary from the "local" prices in its retail stores.

34. Best Buy's representations about its Internet prices and about the kiosk screens are material to consumers' decisions about what price to pay for Best Buy's products, and whether to avail themselves of Best Buy's price match policy.

35. Best Buy's acts and practices, as described in this Third Count, violate § 42-110b-18 (a) of the Regulations of Connecticut State Agencies, and constitute per se violations of CUTPA because Best Buy misrepresents the source of the prices displayed on the kiosks as being Best Buy's Internet Website.

36. Best Buy's acts and practices, as described in this Third Count, violate § 42-110b-18 (d) of the Regulations of Connecticut State Agencies, and constitute per se violations of CUTPA

because Best Buy misrepresents that the prices on the kiosks are affiliated with its "online" Internet Website.

37. Best Buy's acts and practices, as described in this Third Count, violate § 42-110b-18(e) of the Regulations of Connecticut State Agencies, and constitute per se violations of CUTPA because they misrepresent that the nature and characteristic of the products displayed on the in-store kiosks as being identical in price as to the products displayed on Best Buy's Internet Website.

38. Best Buy's acts and practices, as described herein, violate § 42-110b-22 of the Regulations of Connecticut State Agencies, and constitute per se violations of CUTPA because they failed to disclose to consumers both that the kiosks did not connect consumers to Best Buy's Internet Website and that Best Buy's online Internet prices are lower than the prices displayed on the kiosks.

39. Best Buy's acts or practices, as alleged in this Third Count, therefore, constitute unfair or deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b(a).

COUNT FOUR

1-39. The allegations of paragraphs 1-39 of the Third Count are incorporated herein as paragraphs 1-39 of this Fourth Count.

40. The Defendants engaged in the acts or practices alleged herein when they knew or should have known that their conduct was deceptive, in violation of Conn. Gen. Stat. § 42-110b(a).

PRAYER FOR RELIEF

WHEREFORE, the plaintiff claims the following relief:

1. An order pursuant to Conn. Gen. Stat. § 42-110m(a) enjoining Best Buy from further violations of Conn. Gen. Stat. § 42-110b(a).
2. An order pursuant to Conn. Gen. Stat. § 42-110m(a) directing Best Buy to pay restitution to consumers who purchased products at a higher price because they were deceived by Best Buy's misrepresentations.
3. An order pursuant to Conn. Gen. Stat. § 42-110o(b) directing Best Buy to pay civil penalties for each willful violation of Conn. Gen. Stat. § 42-110b(a).
4. An award of attorneys fees, pursuant to Conn. Gen. Stat. § 42-110m(a).
5. Costs of suit.
6. Such other and further relief as the Court deems appropriate.

The plaintiff hereby states that the amount in demand is more than Fifteen Thousand Dollars (\$15,000.00), exclusive of interest and costs.


HEREOF FAIL NOT, BUT OF THIS WRIT, MAKE DUE SERVICE AND RETURN
ACCORDING TO LAW.

Dated at Hartford, Connecticut this 18th day of May, 2007.

THE PLAINTIFF
STATE OF CONNECTICUT

RICHARD BLUMENTHAL
ATTORNEY GENERAL

By:



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