Mark L. Javitch (CA SBN 323729)
Javitch Law Office
3 East 3rd Ave. Ste. 200
San Mateo, CA 94401
Telephone: (650) 781-8000
Facsimile: (650) 300-0343
mark@javitchlawoffice.com

Kevin J. Cole (SBN 321555)
William Blair Castle (SBN 354085)
KJC Law Group, A.P.C.
9701 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90212
Tel: (310) 861-7797
kevin@kjclawgroup.com
blair@kjclawgroup.com

Attorneys for Plaintiff
and the Putative Class

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LAUREN MORGAN, individually and on behalf of all others similarly situated, Plaintiff, v. MN BEST BUY CO., INC., a Minnesota corporation, Defendant.	Case No.: 8:26-cv-00836-KES **SECOND AMENDED CLASS ACTION COMPLAINT** DEMAND FOR JURY TRIAL

INTRODUCTION

1. MN Best Buy Co., Inc. ("Best Buy") is one of the nation's largest consumer electronics retailers, operating hundreds of retail stores and a major e-commerce platform at BestBuy.com. Best Buy markets many of its products by displaying two prices

simultaneously: a lower price and a higher reference price labeled "Reg," "Regular," "Comp. Value," or, on in-store point-of-sale receipts and shelf signage, "Was Price." These dual-price displays are designed to convey to consumers that the product ordinarily sells at the higher reference price and that the consumer is receiving a genuine bargain.

2. In truth, Best Buy's reference prices are illusory. Best Buy routinely advertises reference prices and corresponding "Save" and "Sale Discount" calculations that never reflected the genuine prevailing retail price for the 90 consecutive days immediately preceding the sale, as required by Cal. Bus. & Prof. Code § 17501. These tactics are used not to convey accurate information about a product's market value, but to manufacture the artificial appearance of consumer savings.

3. Best Buy's deception is documented in its own published advertising. Plaintiff purchased an Insignia™ 32" Class F20 Series television at a Best Buy retail store on December 1, 2024 for $69.99, on a printed receipt representing a "Was Price" of $129.99 and a "Sale Discount" of $60.00. Six months and twenty days later, on June 21, 2025, Best Buy's own product page for that identical model and stock keeping unit was published on BestBuy.com at the identical price of $69.99 — still advertising the identical $129.99 reference price and the identical $60 savings claim. By August 2025 the television had been marked down further, to $65.99, and labeled "Clearance." The reference price never moved. It remained $129.99 through at least October 11, 2025, while the actual price fell and the claimed savings correspondingly grew. A price at

which a product is never offered, over a documented span exceeding ten months, is not a former price or a prevailing market price. It is a fixed fictional anchor.

4. Plaintiff Lauren Morgan is a California consumer who, in reliance on Best Buy's false reference price representations, purchased an Insignia™ private-label television at Best Buy's Westminster, California retail store on December 1, 2024. She brings this class action on behalf of herself and all similarly situated California consumers to redress Best Buy's systematic violations of California's consumer protection laws, and seeks a public injunction halting a deceptive pricing practice that Best Buy continues to direct at the California consuming public.

PARTIES

5. Plaintiff Lauren Morgan is a natural person and resident of Huntington Beach, California.

6. Defendant MN Best Buy Co., Inc. is a corporation organized under the laws of the State of Minnesota, with its principal place of business at 7601 Penn Avenue South, Richfield, Minnesota 55423. Best Buy is registered to do business in California, operates numerous retail stores throughout California, and actively solicits California consumers through BestBuy.com. Best Buy transacts substantial business within this judicial district. Best Buy's California registered agent is CT Corporation System, 330 N. Brand Blvd., Glendale, CA 91203.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) (the Class Action Fairness Act) because: (a) the putative class consists of more than 100 members; (b) the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs; and (c) at least one putative class member is a citizen of a state different from Defendant.

8. This Court has personal jurisdiction over Defendant because Best Buy conducts substantial, continuous, and systematic business within this District, including operating retail stores and conducting e-commerce transactions with California consumers.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant does business within this District, Plaintiff resides in this District, and a substantial part of the events giving rise to this action occurred within this District — specifically, Plaintiff's purchase at Best Buy's retail store in Westminster, Orange County, California. Pursuant to California Civil Code § 1780(d), the Declaration of Lauren Morgan filed herewith as Exhibit A establishes that this action has been commenced in a proper court for Plaintiff's CLRA claims.

FACTUAL ALLEGATIONS

A. California's 90-Day Price Rule

10. California's Business and Professions Code prohibits the dissemination of any statement concerning goods or services that is untrue or misleading and that the

advertiser knows or in the exercise of reasonable care should know to be untrue or misleading. Cal. Bus. & Prof. Code § 17500.

11. Cal. Bus. & Prof. Code § 17501 provides that no price may be advertised as a former price of any product unless that price was the prevailing market price in the locality within the three months immediately preceding the advertisement, or unless the date when that price prevailed is clearly, exactly, and conspicuously stated.

12. The Legislature has defined the phrases that trigger § 17501. Under the implementing regulation, "the term 'former price' as used in Section 17501 of the Business and Professions Code and in this article includes but is not limited to the following words and phrases when used in connection with advertised prices: 'formerly -,' 'regularly -,' 'usually -,' 'originally -,' 'reduced from ___,' 'was ___ now ___,' '___% off.'" Cal. Code Regs., tit. 4, § 1301. Best Buy's in-store receipts and shelf signage use the phrase "Was Price." Its website uses the phrase "Reg." Both are former-price representations within the express terms of the regulation.

13. Under § 17501, a retailer who advertises a "Was Price," "Reg," "Regular," or comparable reference price implicitly represents to consumers that such price was the prevailing market price for the product in the locality during the 90 consecutive days immediately preceding publication of the sale advertisement. If the reference price was not the prevailing market price during that period, and the advertisement does not clearly, exactly, and conspicuously state the date on which that price did prevail, the advertisement is false and unlawful under both § 17501 and § 17500.

14. Section 17501 measures its three-month lookback period from the publication of the advertisement. Each separate publication of a non-compliant reference price is a separate violation. Where a retailer publishes a product page continuously over a period of months, each day of publication carries its own lookback obligation.

B. Best Buy's False Reference Pricing Scheme

15. In marketing its products on BestBuy.com and in its retail stores, Best Buy routinely employs a three-part deceptive pricing display: (1) a lower, current price; (2) a prominent savings claim quantifying the purported savings in dollar terms, labeled "Save $X.XX" online and "Sale Discount" on in-store receipts; and (3) a higher reference price labeled "Reg," "Regular," or "Comp. Value" online, and "Was Price" in store. These three elements appear simultaneously and in immediate proximity on product detail pages, on printed point-of-sale receipts, in promotional emails, and in digital advertising materials. The savings claim is the linchpin of the display: it converts the gap between the reference price and the sale price into a concrete dollar figure, conveying to the consumer that he or she is realizing a specific, quantifiable financial benefit from the purchase.

16. Best Buy uses the labels "Reg" (short for "Regular") and "Was Price" to represent to consumers that the lower sale price reflects a reduction from Best Buy's own genuine prevailing retail price.

17. Best Buy uses the label "Comp. Value" (short for "Comparable Value") to represent to consumers that competing retailers sell the same or comparable goods at the higher "Comp. Value" price.

18. Best Buy uses the labels "Save" and "Sale Discount" to represent to consumers the amount they will save based on the difference between the reference price and the current price.

19. Best Buy knows, or in the exercise of reasonable care should know, that its reference prices, and the calculated savings amounts derived from them, routinely do not satisfy § 17501's requirements. Best Buy's reference prices are systematically inflated figures maintained at artificial levels to manufacture the perpetual appearance of consumer savings, rather than to convey genuine information about a product's market value.

20. Each savings amount that Best Buy displays is a mathematical function of the reference price: it is calculated as the arithmetic difference between the fictitious reference price and the sale price. Because the reference price is false, the savings amount derived from it is necessarily false as well. Best Buy's savings representations are therefore independent false statements concerning the amount of price reductions — actionable in their own right under Cal. Bus. & Prof. Code §§ 17500 and 17501 and Civil Code § 1770(a)(13), in addition to the underlying falsity of the reference prices from which they are computed.

21. The pattern of Best Buy's pricing conduct — with substantial claimed discounts appearing across numerous product categories on high-traffic promotional days and at all other times — confirms that the reference prices are not genuine prevailing prices but are instead artificial benchmarks created to inflate perceived consumer savings.

This precise scheme, displaying a reference price, a savings amount, and a sale price to create the illusion of a discount, is exactly what California courts have recognized as actionable false advertising.

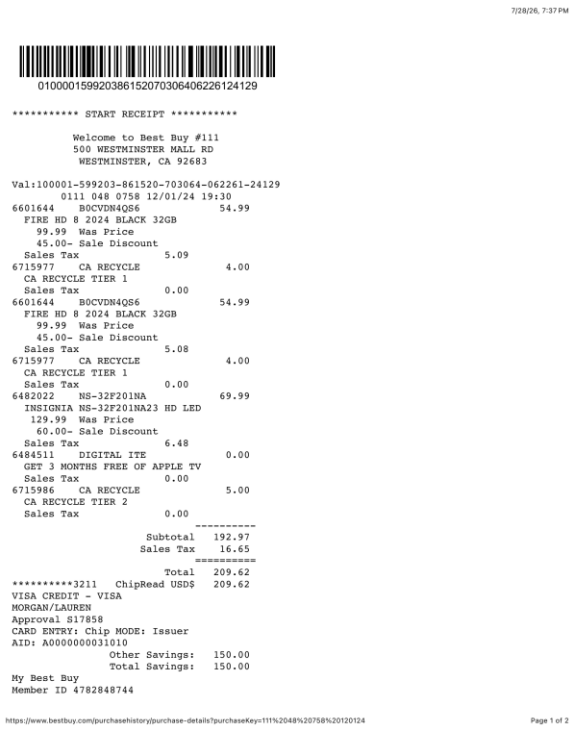
C. What Best Buy's Reference Prices Represent to Consumers

22. When Best Buy displays a "Was Price," "Reg," "Regular," or "Comp. Value" figure alongside a lower price and a savings claim, it represents to consumers one of two things: that Best Buy itself previously sold that product at the higher figure as its genuine prevailing retail price, or that competing retailers sell the same or comparable goods at that figure. Either way, a reasonable consumer understands the display to mean that the product's ordinary market value is the higher figure and that the price being charged is a real reduction from it. A former-price representation is lawful under Cal. Bus. & Prof. Code § 17501 only if the reference price was the prevailing market price in the locality during the three months immediately preceding the advertisement, or the advertisement clearly, exactly, and conspicuously states the date on which that price prevailed. A comparable-value representation is unlawful under Civil Code § 1770(a)(13) if it misstates the reasons for, existence of, or amount of a price reduction. Best Buy's reference prices satisfy neither standard. And where Best Buy is the only or the principal seller of a product, the market for that product consists of Best Buy's own stores and website. In that circumstance no independent comparable retail market exists, the reference figure can only be understood as a representation about Best Buy's own former

price, and the prevailing market price is established by Best Buy's own records of the prices at which it actually offered and sold the product.

D. Plaintiff's Purchase

23. On December 1, 2024, Plaintiff Lauren Morgan purchased an Insignia™ 32" Class F20 Series LED HD Smart Fire TV, Model NS-32F201NA23, SKU 6482022, at Best Buy retail store number 111, located at the Westminster Mall in Westminster, Orange County, California. Plaintiff paid with her personal Visa card ending in 3211, issued in her name, which was chip-read at the point-of-sale terminal (Approval Code S17858). Plaintiff did not purchase the television through BestBuy.com; the transaction was initiated and completed in person at the store counter. The printed point-of-sale receipt Best Buy issued to Plaintiff displayed, for that television, a price paid of **$69.99**, a **"Was Price" of $129.99**, and a **"Sale Discount" of $60.00**. The same receipt reflects additional items not at issue in this action.



7/28/26, 7:37 PM

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********** START RECEIPT **********

Welcome to Best Buy #111
500 WESTMINSTER MALL RD
WESTMINSTER, CA 92683

Val:100001-599203-861520-703064-062261-24129
0111 048 0758 12/01/24 19:30
6601644 B0CVDN4QS6 54.99
FIRE HD 8 2024 BLACK 32GB
99.99 Was Price
45.00- Sale Discount
Sales Tax 5.09
6715977 CA RECYCLE 4.00
CA RECYCLE TIER 1
Sales Tax 0.00
6601644 B0CVDN4QS6 54.99
FIRE HD 8 2024 BLACK 32GB
99.99 Was Price
45.00- Sale Discount
Sales Tax 5.08
6715977 CA RECYCLE 4.00
CA RECYCLE TIER 1
Sales Tax 0.00
6482022 NS-32F201NA 69.99
INSIGNIA NS-32F201NA23 HD LED
129.99 Was Price
60.00- Sale Discount
Sales Tax 6.48
6484511 DIGITAL ITE 0.00
GET 3 MONTHS FREE OF APPLE TV
Sales Tax 0.00
6715986 CA RECYCLE 5.00
CA RECYCLE TIER 2
Sales Tax 0.00

Subtotal 192.97
Sales Tax 16.65
Total 209.62
**********3211 ChipRead USD$ 209.62
VISA CREDIT - VISA
MORGAN/LAUREN
Approval #17858
CARD ENTRY: Chip MODE: Issuer
AID: A0000000031010
Other Savings: 150.00
Total Savings: 150.00
My Best Buy
Member ID 4782848744

https://www.bestbuy.com/purchasehistory/purchase-details?purchaseKey=111%2048%20758%20120124 Page 1 of 2

Fig. 1: Best Buy retail point-of-sale receipt (Dec. 1, 2024, store #111, Westminster, California), showing price paid, "Was Price," and "Sale Discount" for the Insignia™ 32" Class F20 Series television, SKU 6482022.

24. At the time of purchase, Best Buy's in-store signage and printed receipt displayed the price paid, the "Sale Discount" amount, and the higher "Was Price" in immediate proximity, creating the impression that the television was being sold at a substantial discount from its genuine prevailing price. Plaintiff was exposed to and reviewed that display, and relied on both the "Was Price" reference figure and the corresponding "Sale Discount" amount as genuine indicators of the discount she was receiving.

25. The "Was Price" of $129.99 that Best Buy represented for the Insignia™ 32" Class F20 Series television, Model NS-32F201NA23, SKU 6482022, was not the prevailing market price for that product in the locality during the 90 consecutive days

immediately preceding December 1, 2024. Neither the receipt nor any accompanying signage clearly, exactly, and conspicuously stated any date on which a price of $129.99 did prevail. On information and belief, Best Buy did not offer that television for sale at $129.99 at any time during that 90-day period.

26. Plaintiff was induced to purchase, believing she was obtaining meaningful savings from a legitimate prevailing price.

27. Had Plaintiff known that Best Buy's "Was Price" of $129.99 was false and did not comply with Cal. Bus. & Prof. Code § 17501, and that the "Sale Discount" of $60.00 derived from that false reference figure was equally fictitious, she would not have purchased the television at the price paid, or would not have purchased it at all.

E. Best Buy's Own Published Advertising Confirms the Reference Price Is Fictitious

28. Best Buy's product page for the Insignia™ 32" Class F20 Series LED HD Smart Fire TV, Model NS-32F201NA23, SKU 6482022, was published at https://www.bestbuy.com/product/insignia-32-class-f20-series-led-hd-smart-fire-tv/J2FPJKP2KX. That page was captured and preserved by the Internet Archive on multiple dates. The captures are reproduced and summarized below.

29. On June 21, 2025 — six months and twenty days after Plaintiff's purchase — Best Buy published the page advertising the television at **$69.99**, with a **"Save $60"** badge and a **"Comp. Value: $129.99"** reference price. The price was identical to the price Plaintiff paid on December 1, 2024. The savings claim was identical. The reference price was identical.

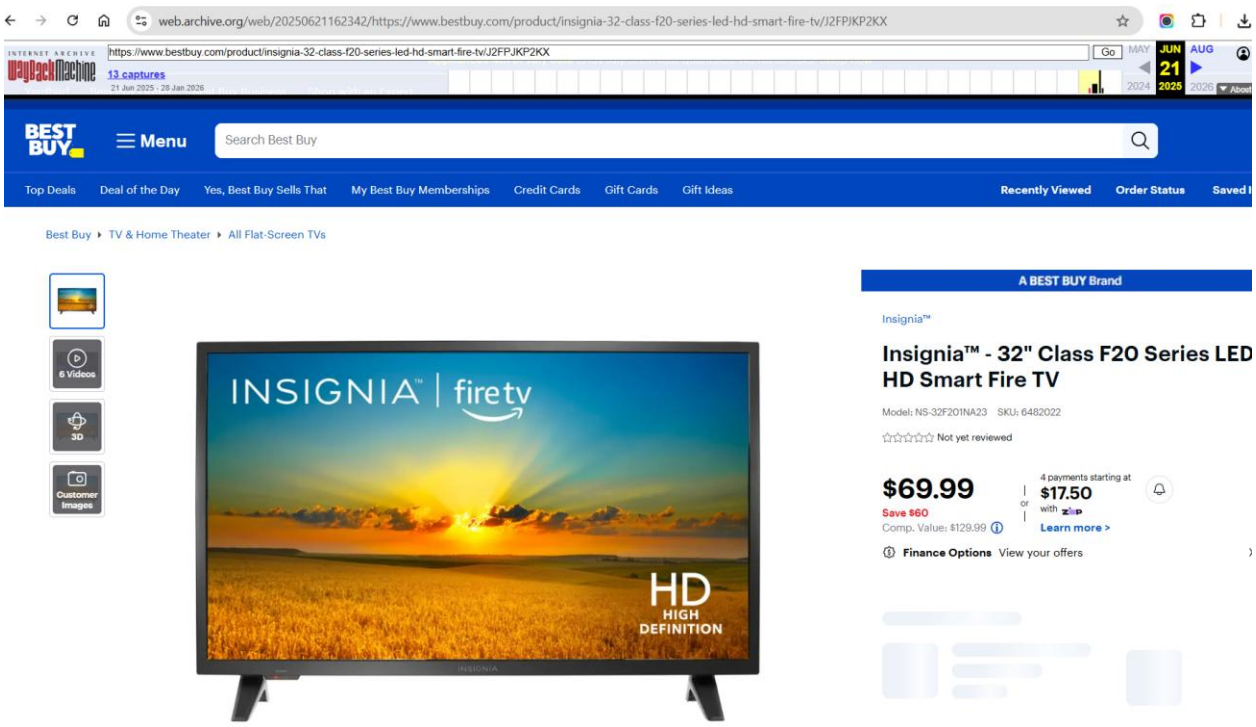


Fig. 2: Best Buy product page for SKU 6482022 as archived by the Internet Archive on June 21, 2025 (web.archive.org/web/20250621162342/https://www.bestbuy.com/product/insignia-32-class-f20-series-led-hd-smart-fire-tv/J2FPJKP2KX): $69.99 / Save $60 / Comp. Value $129.99.

30. By August 14, 2025, Best Buy had marked the television down further, to **$65.99**, and had labeled it **"Clearance."** The savings claim was adjusted upward to **"Save $64."** The reference price did not change. It remained **$129.99**. Best Buy continued to publish the page in that form through at least October 11, 2025.

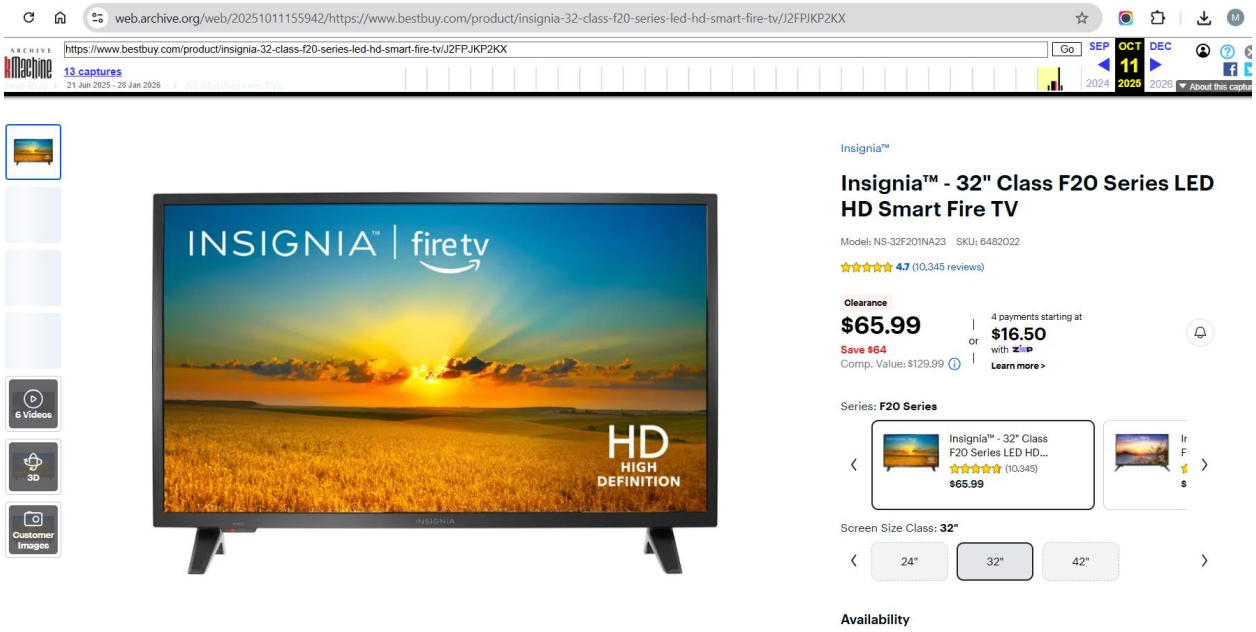


Fig. 3: Best Buy product page for SKU 6482022 as archived by the Internet Archive on October 11, 2025 (web.archive.org/web/20251011155942/https://www.bestbuy.com/product/insignia-32-class-f20-series-led-hd-smart-fire-tv/J2FPJKP2KX): Clearance $65.99 / Save $64 / Comp. Value $129.99.

31. The record of Best Buy's published advertising for SKU 6482022 is as follows:

Date published	Price advertised	Savings claim	Reference price
December 1, 2024 (in store)	$69.99	Sale Discount $60.00	Was Price $129.99
June 21, 2025	$69.99	Save $60	Comp. Value $129.99
August 14, 2025	$65.99 (Clearance)	Save $64	Comp. Value $129.99
September 9, 2025	$65.99 (Clearance)	Save $64	Comp. Value $129.99
September 24, 2025	$65.99 (Clearance)	Save $64	Comp. Value $129.99
October 11, 2025	$65.99 (Clearance)	Save $64	Comp. Value $129.99

32. Four facts appear on the face of Best Buy's own published advertising. First, the reference price never moved: $129.99 appears identically across every publication, over a span exceeding ten months. Second, the advertised price only moved downward, and the television was never offered at $129.99 in any publication. Third, the savings claim is purely derivative: $129.99 less $69.99 is $60, and $129.99 less $65.99 is $64. The savings figure has no independent basis; it is arithmetic performed on a fixed number. Fourth, no publication disclosed any date on which the $129.99 price prevailed.

33. Best Buy's own "Clearance" designation establishes the direction of its pricing. A clearance markdown is a terminal markdown taken to liquidate remaining inventory; merchandise designated for clearance is not subsequently returned to a higher price. Accordingly, for every publication bearing the "Clearance" designation, the $129.99 figure could not have been the prevailing market price at any point during the preceding 90 days.

34. The published record independently establishes completed violations of § 17501. For the advertisement Best Buy published on October 11, 2025, the statutory lookback period runs from July 11, 2025 to October 11, 2025 — a period during which Best Buy's own published pages show the television offered at $65.99, and at no point at $129.99. For the advertisement published on September 24, 2025, the lookback period runs from June 24, 2025, during which Best Buy's published pages show prices of $69.99 and $65.99. For the advertisement published on September 9, 2025, the lookback period runs from June 9, 2025, with the same result.

35. On information and belief, Best Buy continuously offered the Insignia™ 32" Class F20 Series television, SKU 6482022, at $69.99 or less throughout the period from December 1, 2024 through June 21, 2025, and did not offer that television at $129.99 at any time during that period or during the 90 days preceding December 1, 2024. Best Buy possesses the stock-keeping-unit-level pricing records and transaction data that will establish the point conclusively.

36. Best Buy has since discontinued Model NS-32F201NA23 and replaced it with a successor, the Insignia™ 32" Class F20 Series LED HD Smart Fire TV, Model NS-32F201NA26, SKU 6614070. Best Buy currently advertises the successor model at $79.99 with a "Save $50" badge and a "Comp. Value" reference price of **$129.99** — the identical reference price Best Buy attached to the discontinued predecessor. A reference price that survives the discontinuation of the product it purportedly describes, and attaches unchanged to a different model with a different price, is not derived from any product's actual selling history.

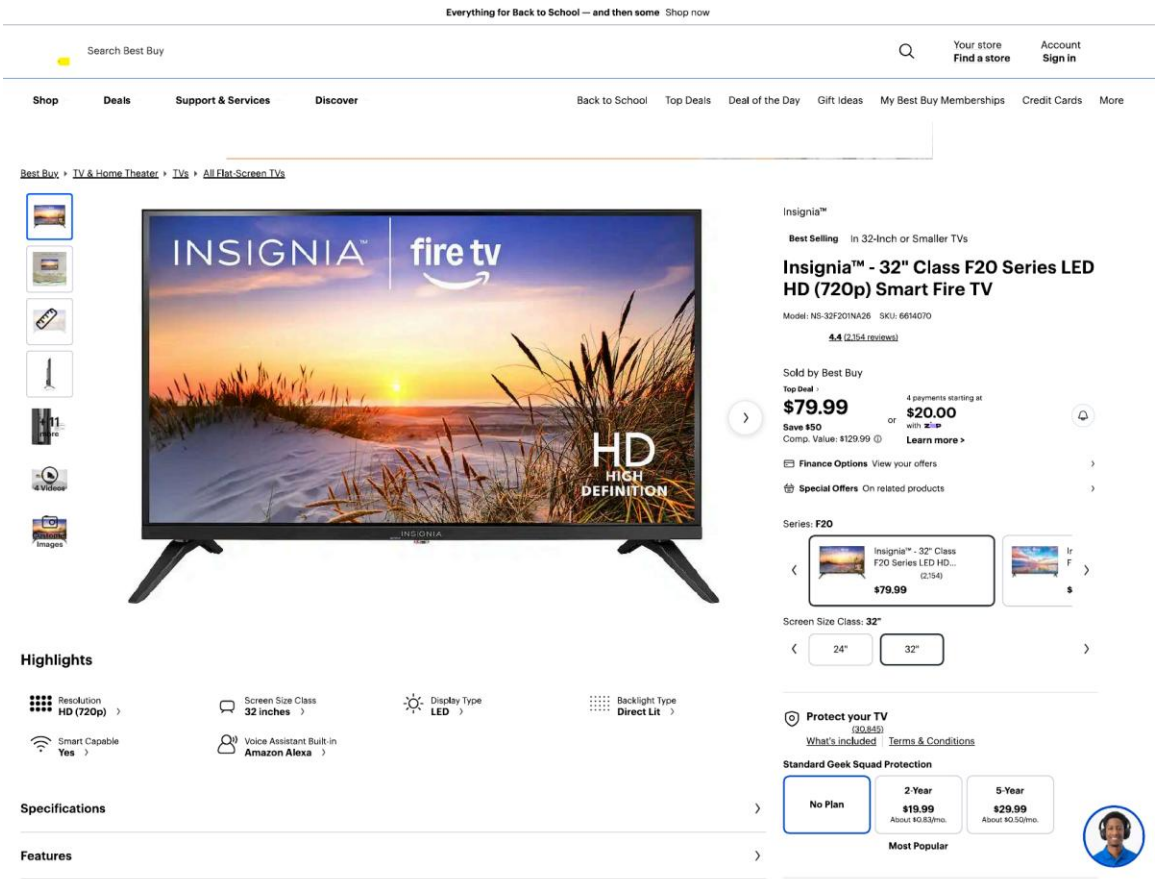


Fig. 4: BestBuy.com current listing — Insignia™ 32" Class F20 Series LED HD Smart Fire TV, Model NS-32F201NA26, SKU 6614070 (captured [DATE]): $79.99 / Save $50 / Comp. Value $129.99.

F. Best Buy's Systematic Pattern of False Reference Pricing

37. Best Buy's false reference pricing is not limited to the specific product purchased by Plaintiff. On information and belief, Best Buy routinely advertises inflated reference prices across its entire product catalog — including televisions, tablets, laptops, audio equipment, appliances, and accessories — that do not satisfy § 17501's requirements.

38. The conduct described above spans two successive model generations of the same television over a period exceeding twenty months, and continues today. The reference figure attached to the discontinued model was carried forward unchanged to its

replacement, which sells at a different price. That is not a pricing error. It is a fixed figure assigned to a product line and maintained without regard to any price at which any unit is or has been offered. On information and belief, Best Buy assigns and maintains its reference prices the same way throughout its catalog, which is why the identical three-part display, using the identical labels, appears on products Best Buy has never sold at the referenced figure.

G. Plaintiff's Continuing Injury and the Public Interest in Injunctive Relief

39. Plaintiff desires to purchase consumer electronics products from Best Buy in the future, including televisions and other consumer electronics sold through BestBuy.com and Best Buy's California retail stores. Plaintiff shops for consumer electronics regularly and would return to Best Buy were she able to rely on its pricing representations.

40. As documented above, Best Buy continues to display fictitious reference prices and false savings amounts, and applies the same false reference pricing practices across its product catalog. Plaintiff cannot rely on any "Was Price," "Reg," "Regular," or "Comp. Value" reference price, or any corresponding "Save" or "Sale Discount" amount, displayed by Best Buy, because she has no means of determining whether any such figure reflects a genuine prevailing market price or is simply another fixed anchor maintained to manufacture the appearance of a discount. Plaintiff is therefore currently deterred from purchasing Best Buy products she would otherwise buy, because she cannot trust Best

Buy's pricing representations and faces a real and immediate risk of being deceived again in the same manner.

41. The injunctive relief Plaintiff seeks is public injunctive relief. Best Buy's reference pricing displays are directed at the public at large: they appear on a public website accessible to any California consumer, on shelf signage in Best Buy's California retail stores, and in mass advertising. The relief sought — an order requiring Best Buy to cease publishing reference prices and savings claims that do not comply with § 17501 — would benefit every member of the California consuming public who encounters Best Buy's advertising, whether or not that person is a member of the Class, whether or not that person has ever purchased anything from Best Buy, and whether or not that person ever does. The benefit to Plaintiff and to Class members from such an order is incidental to its primary purpose, which is to protect the general public from a continuing deceptive practice. Plaintiff does not seek, through the injunction, to remedy any past injury to herself or to any identified group of Best Buy customers. Plaintiff seeks this public injunction in her individual capacity for the benefit of the general public. That request does not depend upon certification of the Class, and it would remain available to Plaintiff if no class were certified.

CLASS ACTION ALLEGATIONS

42. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) on behalf of herself and the following class (the "Class"):

> All persons in the State of California who, within the applicable statute of limitations period, purchased one or more products from Best Buy at BestBuy.com or at a California retail store location that was advertised with a "Was Price," "Reg," "Regular," "Comp. Value," "Save $X.XX," or "Sale Discount" reference price or savings representation.

43. Excluded from the Class are: (a) Best Buy and its current officers, directors, employees, agents, and affiliates; (b) the Court and its staff; and (c) any person who has previously executed a release of Best Buy with respect to the claims at issue in this litigation.

44. **Numerosity.** The Class is so numerous that joinder of all members is impracticable. Best Buy operates numerous retail stores throughout California and serves millions of California consumers through BestBuy.com. The Class consists of hundreds of thousands, if not millions, of persons.

45. **Commonality.** There are questions of law and fact common to the Class that predominate over any questions affecting only individual members, including: (a) whether Best Buy's "Was Price," "Reg," and "Regular" reference prices reflected the genuine prevailing market prices in the locality during the 90 days preceding their publication, as required by § 17501; (b) whether Best Buy's "Comp. Value" prices reflected genuine prices charged by competing retailers for goods of like grade and quality; (c) whether Best Buy's "Save" and "Sale Discount" displays are independently false statements of fact concerning the amounts of price reductions; (d) whether Best Buy's advertisements clearly, exactly, and conspicuously stated the dates on which the reference prices prevailed; (e) whether Best Buy's conduct constitutes false advertising

under § 17500, unfair competition under § 17200, and violations of the CLRA; (f) whether Plaintiff and Class members are entitled to restitution, actual damages, injunctive relief, and punitive damages; and (g) the appropriate measure and method of calculating relief.

46. **Typicality.** Plaintiff's claims are typical of those of the Class. Plaintiff and all Class members purchased Best Buy products advertised with false reference prices and false savings amounts in violation of § 17501, and suffered the same type of economic injury — purchasing products at prices artificially inflated by the false impression of a substantial discount.

47. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interests that are antagonistic to or in conflict with those of the Class, and has retained counsel experienced in consumer protection class action litigation.

48. **Predominance and Superiority.** Common questions of law and fact predominate over individual questions. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy because: (a) individual class members generally lack the financial resources to prosecute individual actions against a national retailer of Best Buy's size; (b) individual damages are modest relative to the burden and expense of individual litigation; (c) class treatment avoids inconsistent or varying adjudications; and (d) concentrating litigation in a single forum promotes judicial efficiency and consistent application of California consumer protection law.

CAUSES OF ACTION

COUNT I
Cal. Bus. & Prof. Code §§ 17500 et seq.
(False Advertising Law)
(On Behalf of Plaintiff and the Class)

49. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

50. Cal. Bus. & Prof. Code § 17500 prohibits the dissemination of any statement concerning goods or services that is untrue or misleading.

51. Cal. Bus. & Prof. Code § 17501 provides that no price may be advertised as a former price unless it was the prevailing market price during the three months immediately preceding the advertisement, or unless the date when that price prevailed is clearly, exactly, and conspicuously stated.

52. Best Buy's dissemination of "Was Price," "Reg," and "Comp. Value" reference prices that did not comply with § 17501 constitutes the making and dissemination of statements that are untrue and misleading within the meaning of § 17500.

53. Best Buy's corresponding "Save" and "Sale Discount" representations, which are derived arithmetically from those false reference prices, are themselves independently untrue and misleading statements concerning the amount of the price reduction, in violation of § 17500.

54. Best Buy knew, or in the exercise of reasonable care should have known, that its reference price representations and corresponding savings amounts were untrue and misleading.

55. Plaintiff and Class members were harmed by Best Buy's false advertising. They paid more for products than they would have paid absent Best Buy's deceptive reference pricing and savings representations.

56. Pursuant to Business and Professions Code § 17535, Plaintiff and the Class are entitled to injunctive relief and restitution of all monies paid as a result of Best Buy's false advertising. Plaintiff further seeks a public injunction under § 17535 on behalf of the general public.

COUNT II
Cal. Bus. & Prof. Code §§ 17200 et seq.
(Unfair Competition Law)
(On Behalf of Plaintiff and the Class)

57. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

58. Cal. Bus. & Prof. Code § 17200 prohibits any unlawful business act or practice, and expressly incorporates any act prohibited by the False Advertising Law, Business and Professions Code §§ 17500 et seq.

59. Best Buy's false reference pricing and false savings representations violate Business and Professions Code §§ 17500 and 17501, as alleged above. Each such violation constitutes an unlawful business act or practice under § 17200.

60. As a result of Best Buy's violations of § 17200, Plaintiff and Class members have suffered injury in fact and lost money or property. Plaintiff and the Class are entitled to injunctive relief and restitution pursuant to Business and Professions Code § 17203. Plaintiff further seeks a public injunction under § 17203 on behalf of the general public.

COUNT III
Consumers Legal Remedies Act
California Civil Code §§ 1750 et seq.
(On Behalf of Plaintiff and the Class)

61. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

62. The products at issue are "goods" within the meaning of California Civil Code § 1761(a), and Plaintiff and Class members are "consumers" within the meaning of Civil Code § 1761(d).

63. California Civil Code § 1770(a)(13) declares unlawful "[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of, price reductions."

64. Best Buy's representations that its products were being sold at prices discounted from "Was Price," "Reg," or "Comp. Value" reference figures constitute false or misleading statements of fact concerning the existence and amounts of price reductions, in violation of Civil Code § 1770(a)(13). Where Best Buy is the only or the principal seller of a product, no independent comparable retail price exists, and a "Comp. Value" representation for that product is false on its face. Further, Best Buy's "Save" and "Sale Discount" representations are themselves false or misleading statements of fact

concerning the amount of the price reduction, because they are calculated from fictitious reference prices and therefore overstate the actual savings.

65. California Civil Code § 1770(a)(9) declares unlawful "[a]dvertising goods or services with intent not to sell them as advertised."

66. Best Buy advertises its products at reference prices with no intent to sell them at those prices. The published pricing history described above — the identical $129.99 reference figure maintained across two model generations and across a span exceeding twenty months, through multiple label changes and through a clearance liquidation, while actual sale prices fell — confirms that these reference prices have never been genuine transactional prices. This constitutes advertising goods with intent not to sell them as advertised, in violation of § 1770(a)(9).

67. Plaintiff and Class members relied on Best Buy's false and misleading representations under §§ 1770(a)(9) and (a)(13), and were thereby induced to purchase products they would not have purchased, or would not have purchased at the prices paid, absent those representations.

68. Best Buy's conduct was willful and knowing. Best Buy is well aware of its pricing practices, California's 90-day price rule, and the effect of its false reference price and savings representations on consumers.

69. Pursuant to California Civil Code § 1782(a), on July 30, 2026, Plaintiff served MN Best Buy Co., Inc. with written notice of the particular violations of Civil Code § 1770 alleged herein and a demand that Best Buy correct them. The notice was

served by electronic mail upon Best Buy's counsel of record, Manatt, Phelps & Phillips, LLP. A true and correct copy of that notice is attached hereto as Exhibit B and incorporated herein by reference.

70. More than thirty (30) days have elapsed since Plaintiff served the notice described above, and Best Buy has failed to correct, repair, replace, or otherwise rectify the practices identified in that notice. Pursuant to California Civil Code § 1782(b) and (d), Plaintiff and Class members are therefore entitled to and hereby seek all remedies available under the CLRA, including actual damages, restitution, punitive damages, and attorneys' fees and costs pursuant to California Civil Code § 1780, in addition to the injunctive relief sought above, including a public injunction pursuant to Civil Code § 1780(a)(2) on behalf of the general public, which Plaintiff seeks in her individual capacity and without regard to whether the Class is certified.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Lauren Morgan, individually and on behalf of the Class, prays for judgment against Defendant MN Best Buy Co., Inc. as follows:

A. An order certifying this action as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2) and/or 23(b)(3), appointing Plaintiff Lauren Morgan as Class Representative, and appointing Plaintiff's counsel as Class Counsel;

B. A declaration that Best Buy's "Was Price," "Reg," "Regular," and "Comp. Value" reference pricing practices and corresponding "Save" and "Sale Discount"

representations violate Cal. Bus. & Prof. Code §§ 17500 and 17501, Cal. Bus. & Prof. Code § 17200, and California Civil Code §§ 1770(a)(9) and (a)(13);

C. A public injunction pursuant to Business and Professions Code § 17535, Business and Professions Code § 17203, and Civil Code § 1780(a)(2), for the benefit of the general public, ordering Best Buy to: (i) cease publishing, in California, any "Was Price," "Reg," "Regular," or "Comp. Value" reference price that does not comply with Cal. Bus. & Prof. Code § 17501; (ii) cease publishing any "Save" or "Sale Discount" amount calculated from a non-compliant reference price; and (iii) as to any reference price Best Buy elects to continue publishing, clearly, exactly, and conspicuously state the date on which that price prevailed, as § 17501 requires. Plaintiff seeks this relief in her individual capacity for the benefit of the general public, and this request does not depend upon certification of the Class. Plaintiff has standing to seek this prospective relief because she desires to purchase Best Buy products in the future but is currently deterred from doing so because she cannot rely on Best Buy's pricing representations;

D. An award of restitution to Plaintiff and the Class of all monies paid as a result of Best Buy's false and deceptive reference pricing;

E. An award of actual damages and punitive damages under the Consumers Legal Remedies Act, California Civil Code §§ 1750 et seq.;

F. Pre- and post-judgment interest at the maximum legal rate;

G. An award of attorneys' fees and costs pursuant to California Civil Code § 1780, California Code of Civil Procedure § 1021.5, and any other applicable provision; and

H. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: September 14, 2026

Respectfully submitted,

JAVITCH LAW OFFICE

By: /s/ Mark L. Javitch
Mark L. Javitch (SBN 323729)
3 East 3rd Ave. Ste. 200
San Mateo, CA 94401
Tel: (650) 781-8000
mark@javitchlawoffice.com

KJC LAW GROUP, A.P.C.

By: /s/ Kevin J. Cole
Kevin J. Cole (SBN 321555)

By: /s/ William Blair Castle
William Blair Castle (SBN 354085)
9701 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90212
Tel: (310) 861-7797
kevin@kjclawgroup.com
blair@kjclawgroup.com

Attorneys for Plaintiff and the Putative Class