

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

SHAWNA KEISER, individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiffs,)	
)	No.: _____
v.)	
)	Honorable _____
BEST BUY STORES, L.P., erroneously sued)	
as BEST BUY CO. INC.,)	
)	
Defendant.)	

NOTICE OF REMOVAL

Defendant Best Buy Stores, L.P., erroneously sued as Best Buy Co. Inc., and Best Buy Co. Inc. (collectively, “Best Buy”), remove this action pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453. Plaintiff initiated this action on July 19, 2022, in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, Case No. 2022-CH-06954.

Removal is warranted for the following reasons. First, this case meets the jurisdictional requirements under the Class Action Fairness Act (“CAFA”) because the aggregate amount in controversy of this putative class action exceeds \$5 million, there are at least 100 members of the proposed class, and the required minimal diversity exists between the parties. 28 U.S.C. § 1332(d)(1)(B), (d)(2), (d)(5)(B), (d)(6). Second, removal is also warranted under 28 U.S.C. § 1332(a) because there is complete diversity of citizenship and the amount in controversy exceeds \$75,000, exclusive of interests and costs. Furthermore, this Court is the appropriate court for removal pursuant to 28 U.S.C. §§ 1441(a) and 1453 because the action originated in Cook County, IL, which lies within this district and division. In further support of removal, Best Buy states as follows:

I. NATURE OF REMOVED ACTION

1. On July 19, 2022, Plaintiff Shawna Keiser (“Plaintiff”) filed this putative class action in the Circuit Court of Cook County. The Complaint is attached hereto as **Exhibit A**.

2. Plaintiff served Best Buy with the state court summons and the Complaint on August 5, 2022. The state court summons is attached hereto as **Exhibit B**.

3. Plaintiff asserts one cause of action against Best Buy for an alleged violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.* (“the Act”). *Id.* at ¶¶ 49-56. Specifically, Plaintiff alleges that “virtually all the products . . . sold in Defendant’s stores are presented to the consumer without any access to the product’s warranty, pre-sale” and that that violates the pre-sale availability rule under the Act. *Id.* at ¶¶ 27-28.

4. Plaintiff seeks to bring this claim on behalf of a class of “[a]ll citizens of Illinois who purchased one or more products from Defendant that cost over \$15 and that were subject to a written warranty.” *Id.* at ¶ 40.

5. The Complaint seeks: class certification; a finding that Best Buy’s actions “constitute violations” of the Act; judgment against Best Buy for “injunctive, declaratory, and other equitable relief”; and “award all costs, including experts’ fees, attorneys’ fees, and the costs of prosecuting this action.” *Id.* at Prayer for Relief.

II. THIS CASE IS REMOVABLE UNDER THE CLASS ACTION FAIRNESS ACT

6. A defendant may remove “any civil action brought in a State court of which the district courts of the United States have original jurisdiction.” 28 U.S.C. § 1441(a).

7. CAFA extends federal diversity jurisdiction to class actions if the aggregate amount in controversy exceeds \$5,000,000, there are at least 100 members of the proposed plaintiff class, and any member of the class of plaintiffs is a citizen of a state different from any

defendant. *See* 28 U.S.C. § 1332(d)(1)(B), (d)(2), (d)(5)(B), (d)(6). As explained below, each of these requirements is met here.

A. This Case is a Class Action

8. CAFA defines a “class action” as “any civil action filed under Rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B). Plaintiff seeks to bring this case as a class action under Illinois Code of Civil Procedure Section 2-801. 735 ILCS 5/2-801; **Exhibit A**, at ¶ 40.

9. “[S]ection 2-801 is patterned after Rule 23 of the Federal Rules of Civil Procedure.” *De La Riva v. Houlihan Smith & Co., Inc.*, No. 10 C 8206, 2014 WL 7053772, at *1 (N.D. Ill. Dec. 12, 2014) (internal citations omitted). Accordingly, this case qualifies as a class action under CAFA.

B. The Aggregate Amount in Controversy Exceeds \$5,000,000

10. For a case to be removable under CAFA, the amount in controversy must exceed \$5,000,000, exclusive of interests and costs. 28 U.S.C. § 1332(d)(2), (d)(6). While Plaintiff does not allege a specific amount in controversy, Plaintiff seeks “all injunctive, declaratory, and other equitable relief” including “experts’ fees, attorneys’ fees, and the costs of prosecuting this action.” **Exhibit A**, at p. 14 (Prayer for Relief ¶¶ (c) and (d)).

11. To satisfy the amount-in-controversy requirement, “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 89 (2014). The amount in controversy includes the value of any declaratory or injunctive relief sought. 28

U.S.C. § 1332(d)(6); *Keeling v. Esurance Ins. Co.*, 660 F.3d 273, 274 (7th Cir. 2011) (“cost of prospective relief cannot be ignored in the calculation of the amount in controversy.”).

12. In determining the amount in controversy, the value of requested injunctive relief may be considered from either the plaintiff’s or the defendant’s point of view. *Hunt v. Washington State Apple Advert. Comm’n*, 432 U.S. 333, 347 (1977) (“In actions seeking declaratory or injunctive relief, it is well established that the amount in controversy is measured by the value of the object of the litigation The value of that right is measured by the losses that will follow from the statute’s enforcement”). Any statutory attorneys’ fees sought are also properly included in determining the jurisdictional amount up to the time of removal. *See ABM Sec. Servs., Inc. v. Davis*, 646 F.3d 475, 479 (7th Cir. 2011) (citing *Oshana v. Coca-Cola Co.*, 472 F.3d 506, 512 (7th Cir. 2006)(“attorneys’ fees up to the time of removal also count toward the jurisdictional amount”)).

13. Best Buy estimates that the cost of implementing Plaintiff’s requested injunctive relief to be in excess of \$5 million. This would include but not be limited to the following: costs to review and assess whether revisions are required for Best Buy’s webpages for products costing more than \$15 and that come with a warranty; costs to revise and update such product pages and links in a manner compliant with any such injunction; costs to obtain and maintain any necessary warranties for products over \$15; and costs to hire and train employees in a manner consistent with any such injunction.

14. Plaintiff also seeks attorneys’ fees. **Exhibit A** at p. 14 (Prayer for Relief ¶ (d)). The Act allows a court to award a prevailing consumer “cost and expenses (including attorneys’ fees based on actual time expended) determined by the court to have been reasonably incurred.” 15 U.S.C. § 2310(d)(2). Here, the billable rate for class action attorneys in Illinois appears to be

in the range of \$600. *See E.Z. by Braun v. United States*, No. 17 C 216, 2020 WL 757890, at *3 (N.D. Ill. Feb. 14, 2020) (“In a recent class action lawsuit in this district, [lawyers] recouped fees at the rate of \$600 per hour.”) (citing *In re Nat'l Collegiate Athletic Ass'n Student-Athlete Concussion Inj. Litig.*, 332 F.R.D. 202, 228 (N.D. Ill. 2019)).

15. On information and belief, Plaintiff’s counsel would be expected to have spent at least 125 hours investigating and researching for this case, drafting the complaint, filing the Complaint, drafting and filing Plaintiff’s motion for class certification (**Exhibit C**) and Plaintiff’s motion for substitution of judge (**Exhibit D**), drafting other papers such as proposed state court orders (**Exhibits E and F**), and any appearances before or communications with the state court prior to service on Best Buy (**Exhibit G**). This would place at least \$75,000 ($\$600/\text{hr.} \times 125 \text{ hours} = 75,000$) in controversy to date based on Plaintiff’s claim for fees alone.

16. The dollar estimates provided in this Notice merely reflect Best Buy’s understanding of the amounts in dispute in this case based on the relief sought in Ms. Keiser’s Complaint. They are not an admission that Plaintiff is entitled to such relief, or any relief at all.

17. The estimated costs for compliance with the requested injunctive and declaratory relief, combined with the amount in attorneys’ fees expected to have been incurred prior to this removal, show that the amount in controversy exceeds \$5 million.

C. There Are at Least 100 Members of the Proposed Class

18. CAFA confers federal jurisdiction where there are at least 100 proposed class members. 28 U.S.C. § 1332(d)(5)(B). Plaintiff asserts that she intends to bring a class action on behalf of a purported class of “[a]ll citizens of Illinois who purchased one or more products from Defendant that cost over \$15 and that were subject to a written warranty.” **Exhibit A**, at ¶ 40.

Best Buy has sold and shipped products that cost over \$15 that are or were subject to a written warranty to more than 100 people in Illinois, and this requirement is satisfied.

D. The Required Minimal Diversity Exists Between the Parties

19. A case satisfies CAFA’s diversity requirement as long as one plaintiff’s or class member’s citizenship differs from that of the defendant. *See* 28 U.S.C. § 1332(d)(2)(A). Here, all members of the proposed class are citizens of Illinois. **Exhibit A**, at ¶ 40.

20. Neither Best Buy Stores, L.P., nor the erroneously named Best Buy Co. Inc., is a citizen of Illinois. Best Buy Stores, L.P. is and at all relevant times was registered as a Virginia limited partnership with its principal place of business in Minnesota. *See* Virginia State Corporation Commission Website Entry for Best Buy Stores, L.P., attached hereto at **Exhibit H.1**. Best Buy Co. Inc. is, and at all relevant times was, headquartered and incorporated in Minnesota. *See* Minnesota Secretary of State Website Entry for Best Buy Co. Inc., attached hereto as **Exhibit H.2**; *see also* **Exhibit A**, ¶ 9. Thus, because at least one member of the putative class is diverse from at least one defendant, CAFA’s diversity requirement is satisfied.

III. REMOVAL IS ALSO PROPER UNDER 28 U.S.C. § 1332(a)

21. This Court also has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because, as explained below, (1) there is complete diversity of citizenship between Plaintiff and Best Buy, and (2) the amount in controversy exceeds \$75,000, exclusive of interests and costs.

A. Complete Diversity of Citizenship Exists

22. The Complaint alleges that Plaintiff is a resident of Cook County, Illinois and “will adequately represent the Class.” **Exhibit A**, ¶¶ 8 and 47. Plaintiff further admits that “all

members of the proposed class are citizens of Illinois.” **Exhibit A**, at ¶ 40 (emphasis added). The Complaint therefore identifies Plaintiff as a citizen of Illinois.

23. For the reasons stated in ¶ 20, above, Best Buy is a citizen of Virginia and Minnesota for purposes of analyzing diversity jurisdiction. Because both Plaintiff and Best Buy are citizens of different states, complete diversity of citizenship exists for jurisdictional purposes.

B. The Amount in Controversy Requirement is Satisfied

24. The amount in dispute in this case exceeds \$75,000, as required by 28 U.S.C. § 1332(a). As discussed above, the injunctive and declaratory relief Plaintiff seeks is itself well in excess of the \$75,000 threshold. *Supra*, ¶¶ 10-15.

25. Moreover, the statutory attorney fees incurred up to the point of removal are also considered when determining the amount in controversy under 28 U.S. § 1332(a). *Burzloff v. Thoroughbred Motorsports, Inc.*, 758 F.3d 841, 845 (7th Cir. 2014). On information and belief, Plaintiff has placed in controversy at least \$75,000 based on fees incurred to date. *Supra*, ¶¶ 14-15.

IV. ALL PROCEDURAL REQUIREMENTS ARE SATISFIED.

26. Best Buy files this Notice of Removal under 28 U.S.C. §§ 1441(a) and 1453 in the United States District Court for the Northern District of Illinois Eastern Division. Venue is proper because the Circuit Court of Cook County, Illinois, is within this district and division.

27. This removal is timely because Best Buy was served with the Complaint on August 5, 2022. In accordance with 28 U.S.C. § 1446(b) and Fed. R. Civ. P. 6(a)(1)(C) and (6)(A), this Notice of Removal is timely filed because the 30th day following service of the Complaint was Sunday, the following day was a legal holiday, and this Notice is filed on the next day that was not a Saturday, Sunday, or legal holiday.

28. In accordance with 28 U.S.C. § 1446(a), Best Buy encloses all the process, pleadings, and orders that have been served on Best Buy in connection with the state court action: a copy of the Complaint (**Exhibit A**), a copy of the Summons (**Exhibit B**), a copy of Plaintiffs' Motion for Class Certification and Memorandum in Support (**Exhibit C**), a copy of Plaintiffs' Notice of Motion to Substitute and Motion to Substitute (**Exhibit D**), a copy of the state court's two July 25, 2022 Orders (**Exhibit E**), a copy of the state court's July 27, 2022 Order (**Exhibit F**), and a copy of the state court docket (**Exhibit G**).

29. By filing this Notice of Removal, Best Buy does not waive any defense that may be available to it, and Best Buy expressly reserves all such defenses, including those related to personal jurisdiction, service of process, and arbitration.

30. If any question arises as to the propriety of removal to this Court, Best Buy requests the opportunity to present a brief and oral argument in support of its position that this case has been properly removed.

31. Pursuant to 28 U.S.C. § 1446(d), Best Buy will promptly file a copy of this Notice of Removal with the clerk of the state court where the lawsuit has been pending and serve notice of the filing of this Notice of Removal on Plaintiff. A copy of the State Court Notice of Filing of Notice of Removal, without its exhibits, is attached hereto as **Exhibit I**.

32. Best Buy reserves the right to amend or further supplement this Notice.

WHEREFORE, the case now pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, No. 2022-CH-06954, is hereby removed to the United States District Court for the Northern District of Illinois Eastern Division.

Dated: September 6, 2022

Respectfully submitted,

**BEST BUY STORES, L.P., erroneously
sued as BEST BUY CO. INC., and BEST BUY
CO., INC.**

By: /s/ Michael A. Grill
One of Its Attorneys

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EXHIBIT A

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CIRCUIT CLERK
COOK COUNTY, IL
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

SHAWNA KEISER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BEST BUY CO. INC.,

Defendant.

Case No. 2022CH06954

CLASS ACTION COMPLAINT

Plaintiff Shawna Keiser; individually and on behalf of all others similarly situated, brings this Class Action Complaint against Best Buy Co. Inc. Plaintiff alleges the following based upon personal knowledge as to Plaintiff’s own experiences, and as to all other matters upon information and belief, including investigation conducted by Plaintiff’s counsel.

NATURE OF THE CASE

1. Plaintiff Shawna Keiser (“Plaintiff”) brings this action seeking injunctive and declaratory relief curtailing unlawful business practices related to consumer warranties for products sold by Best Buy Co. Inc. (“Best Buy” or “Defendant”).

2. Under the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301–2312 (“Magnuson-Moss,” the “Act,” or “MMWA”), and its implementing regulations 16 CFR §§ 700.1, *et seq.*, retailers like Defendant must provide consumers with access to any written warranty for a product costing more than \$15, prior to the point of sale.

3. The purpose of Magnuson-Moss’s “Pre-Sale Availability Rule” is to ensure that consumers could get complete information about warranty terms and conditions. By providing consumers with a way of learning what warranty coverage is offered on a product *before* they buy, the Rule gives consumers a way to know what to expect if something goes wrong, and thus helps to increase customer satisfaction. Congress also wanted to ensure that consumers could compare warranty coverage before buying. By comparing, consumers can choose a product with the best combination of price, features, and warranty coverage to meet their individual needs. Thus, the Pre-Sale Availability Rule promotes competition on the basis of warranty coverage. By ensuring that consumers can get warranty information, the Rule encourages sales promotion on the basis of warranty coverage and competition among companies to meet consumer preferences through various levels of warranty coverage.

4. To comply with Magnuson-Moss’s Pre-Sale Availability Rule, a retailer must make the terms of a product’s written warranty “readily available for examination by the prospective buyer” by either (1) displaying the warranty “in close proximity” to the product or (2) placing signs around the store in prominent locations alerting the consumer that he or she may inspect product warranties upon request. This obligation extends to any product with a written warranty that costs more than \$15. 16 C.F.R. § 702.3.

5. Despite these obligations under federal law, Defendant does not provide consumers with access to written warranties, prior to sale, in a manner that complies with the Pre-Sale Availability Rule.

6. Defendant’s noncompliance has a self-serving motive: Defendant offers its own “protection plan” or extended warranty to consumers at the point of sale, which

provide coverage that is duplicative of the free manufacturer's warranty that already comes with the product. If the consumer is not made aware of this warranty, or is prohibited from learning of the warranty's specific terms until after the point of sale, then he or she is more likely to buy Defendant's duplicative "protection plan."

7. Plaintiff, individually and on behalf of all other similarly situated residents of Illinois, seeks injunctive and declaratory relief against Defendant for its violations of Magnuson-Moss. Specifically, Plaintiff seeks to require Defendant to provide Illinois consumers with pre-sale access to product warranties as required by the Pre-Sale Availability Rule of Magnuson-Moss.

PARTIES

8. Plaintiff Shawna Keiser is a resident of Cook County, Illinois. Between 2020 and 2021, Plaintiff purchased products from Defendant including, *inter alia*, a Nintendo Switch and Samsung Sound Bar ("the Products"), which cost more than \$15 and was subject to a warranty from the products' manufacturers. In the course of Plaintiff purchasing these products, Defendant did not make the products warranties available to Plaintiff, or alert Plaintiff to the option of reviewing the products warranties, prior to the point of sale in a manner compliant with the Pre-Sale Availability Rule.

9. Defendant Best Buy Co. Inc. is a retailer headquartered and incorporated in Minnesota. Defendant primarily offers consumer goods, including goods over \$15 that are subject to manufacturers' warranties.

JURISDICTION AND VENUE

10. Substantial acts giving rise to the causes of action asserted herein occurred in this State and within this venue.

11. This Court has personal jurisdiction over Defendant because it purposefully directs its conduct at Illinois; transacts business in Illinois; is registered to do business in Illinois; has substantial aggregate contacts with Illinois; engaged and is engaging in conduct that has and had a direct, substantial, reasonably foreseeable, and intended effect of causing injury to persons in Illinois; and purposely availed itself of the laws of Illinois.

12. Defendant's activities in Illinois gave rise to the claims identified herein, both suffered by Plaintiff and by members of the proposed Class. Defendant operates retail stores in Illinois, selling products that are subject to the disclosure requirements of the Pre-Sale Availability Rule, but not complying with the requirements of the Rule.

13. Venue is proper in Cook County because Defendant conducts substantial business in Cook County and the conduct giving rise to Plaintiff's claims occurred in Cook County.

EXCLUSIVE STATE COURT JURISDICTION
PURSUANT TO 15 U.S.C. § 2310

14. Exclusive jurisdiction for this action lies with this Court, pursuant to 15 U.S.C. § 2310.

15. Magnuson-Moss authorizes injured consumers to bring suit for "legal and equitable relief ... in any court of competent jurisdiction in any State." 15 U.S.C. § 2310(d)(1)(A).

16. However, the Act imposes specific limitations on the exercise of jurisdiction by federal courts, stating that "no claim shall be cognizable" in federal district court "(A) if the amount in controversy of any individual claim is less than the sum or value of \$25; (B) if the amount in controversy is less than the sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in this suit; or (C)

if the action is brought as a class action, and the number of named plaintiffs is less than one hundred.” *Id.* § 2310(d)(3)(A)–(C).

17. In this action, Plaintiff solely seeks equitable and declaratory relief individually and on behalf of all members of the Class, in the form of Defendant complying with the Pre-Sale Availability Rule. Thus, neither Plaintiff nor any member of the putative Class asserts an individual claim for damages at all, much less one valued at \$25 or greater. Neither of the requirements for federal jurisdiction set forth under § 2310(d)(3)(A) or § 2310(d)(3)(B) is satisfied.

18. Further, Plaintiff Shawna Keiser is the only named plaintiff in this action. Because there are not one hundred named plaintiffs in this action, the requirement for federal jurisdiction set forth under § 2310(d)(3)(C) is not satisfied.

19. Because none of the requirements for federal jurisdiction are satisfied under § 2310(d)(3), this Court has exclusive jurisdiction over this action.

COMMON FACTUAL ALLEGATIONS

I. Magnuson-Moss, the Pre-Sale Availability Rule, and Defendant’s Non-Compliance

20. Magnuson-Moss is a consumer-protection law passed in 1975 to clarify how written warranties may be used when marketing products to consumers.¹ At its most fundamental, a warranty is a promise by the warrantor to stand behind its product. It is a statement about the integrity of the product and a commitment to correct problems if the product fails.²

¹ 15 U.S.C. §§ 2301, *et seq.*

² *Businessperson’s Guide to Federal Warranty*, Federal Trade Commission, <https://www.ftc.gov/business-guidance/resources/businesspersons-guide-federal-warranty-law> (last accessed July 8, 2022).

21. In passing Magnuson-Moss, Congress wanted to encourage sellers to provide written warranties to assure consumers and to foster competition for the best products. Although sellers are not required to provide written warranties, many consumers will be skeptical of products that do not have one.

22. Magnuson-Moss creates multiple consumer protections related to warranties, and most deal with the substance of the warranties, themselves (*i.e.*, what a warrantor must—and must not—include as a term or a representation). But Magnuson-Moss also recognizes the need of consumers to have access to warranties when evaluating whether or not to buy a given product, as the strength of the warranty is a meaningful data point when considering a new purchase. Consumers have a right to choose a product with the best combination of price, features, and warranty coverage to meet their individual needs. As Congressman Moss stated in support of the law:

One of the most important effects of this bill will be its ability to relieve consumer frustration by promoting understanding and providing meaningful remedies. This bill should also foster intelligent consumer decisions by making warranties understandable. At the same time, warranty competition should be fostered since consumers would be able to judge accurately the content and differences between warranties and competing consumer products.

Perhaps one of the potentially most important and long range effects of this bill resides in its attempt to assure better product reliability. The bill ... attempts to organize the rules of the warranty game in such a fashion to stimulate manufacturers, for competitive reasons, to produce more reliable products. This is accomplished using the rules of the marketplace by giving the consumer enough information and understanding about warranties so as to enable him to look to the warranty duration of a guaranteed product as an indicator of the product reliability.³

³ Federal Register/Vol. 40, No. 251/60168.

The Senate report accompanying the introduction of Magnuson-Moss further clarified the need for and purpose of the law:

When the use of a warranty in conjunction with the sale of a product first became commonplace, it was typically a concept that the contracting parties understood and bargained for, usually at arms length. One could decide whether or not to purchase a product with a warranty and bargain for that warranty accordingly. Since then, the relative bargaining power of those contracting for the purchase of consumer products has changed radically. Today, most consumers have little understanding of the frequently complex legal implications of warranties on consumer products. Typically, a consumer today cannot bargain with consumer product manufacturers or suppliers to obtain a warranty or to adjust the terms of a warranty voluntarily offered. Since almost all consumer products sold today are typically done so with a contract of adhesion, there is no bargaining power over contractual terms. [Magnuson-Moss] attempts to remedy some of the defects resulting from this gross inequality of bargaining power and return the sense of fair play to the warranty field that has been lost through the years as the organizational structure of our society has evolved. The warranty provisions of [Magnuson-Moss] are not only designed to make warranties understandable to consumers, but to redress the ill effects resulting from the imbalance which presently exists in the relative bargaining power of consumers and suppliers of consumer products.⁴

23. Thus, Magnuson-Moss has the “Pre-Sale Availability Rule,” which ensures that consumers get complete information about warranty terms and conditions of a given product (of \$15 or more), prior to purchase.⁵ The Rule places distinct obligations both on warrantors *and* retailers (like Defendant).

⁴ Senate Comm. On Commerce, Report on S. 356, S. Rep. No. 93-151, 93d Cong., 1st Sess. (1973), at 6.

⁵ See, 16 C.F.R. § 702.3.

24. Most relevant to this litigation, pursuant to the Rule, a “seller”⁶ of any consumer product costing more than \$15 and subject to a written warranty

shall make a text of the warranty readily available for examination by the prospective buyer by:

(1) Displaying it in close proximity to the warranted product (including through electronic or other means...), or

(2) Furnishing it upon request prior to sale (including through electronic or other means...) and placing signs reasonably calculated to elicit the prospective buyer’s attention in prominent locations in the store or department advising such prospective buyers of the availability of warranties upon request.⁷

25. While the Rule allows sellers to display or otherwise provide the text of a warranty “through electronic ... means,” the FTC has made clear that it is not enough for the seller merely to refer a customer to a product manufacturer’s website. In allowing for the electronic presentment of warranty terms,

Congress’s intention ... was not to disturb prospective purchasers’ ability to obtain the full warranty terms at the point of sale, as envisioned by the Pre-Sale Availability Rule. While consumers with electronic devices and Internet connectivity may be able to review warranty terms at the point of sale by visiting the Web site that contains the warranty terms, not all consumers have such devices and Internet connectivity.⁸

26. Thus, all retailers, including Defendant, are obligated to have a mechanism by which the full terms of a product’s written warranty can be viewed by a consumer—

⁶ Defined as “any person who sells or offers for sale for purposes other than resale or use in the ordinary course of the buyer’s business any consumer product.” 16 C.F.R. § 702.1(e).

⁷ 16 C.F.R. § 702.3(a) (“Duties of seller”).

⁸ Federal Register/Vol. 81, No. 179/63666.

without said consumer resorting to his or her own Internet-enabled device—prior to the point of sale.

27. Defendant fails to satisfy this obligation. Indeed, virtually all the products—if not every single product—sold in Defendant’s stores are presented to the consumer without any access to the product’s warranty, pre-sale.

28. Defendant does not display product warranties in close proximity to the relevant product; nor does Defendant place signs reasonably calculated to elicit the prospective buyer’s attention, in prominent locations in the store or department, conspicuously advising consumers of the availability of warranties upon request. Indeed, Defendant is unable to provide consumers with copies of warranties upon request, as it does not have said warranties. This is in direct violation of the Pre-Sale Availability Rule. 16 C.F.R. § 702.3(a).

II. The Rise of “Add On” Warranties Offered by Retailers Like Defendant

29. There is a financial incentive for Defendant’s failure to provide consumers with product warranties. Defendant, like many other retailers, makes a significant amount of money by selling consumers “protection plans,” or “extended warranties” for their products.

30. At checkout, Defendant’s employees are typically instructed to ask consumers whether they would like to purchase a warranty for their product (often, this prompt occurs automatically at the register upon a particular product’s UPC code being scanned).⁹

⁹ Beth Braverman, *Why You Should Steer Clear of Extended Warranties*, Consumer Reports (Dec. 22, 2018), <https://www.consumerreports.org/extended-warranties/steer->

31. These plans are big business—according to a recent report, the global extended warranty industry generated \$120.79 billion in 2019, and is projected to reach \$169.82 billion by 2027, growing at a compound annual growth rate of 7.4% from 2020-2027.¹⁰

32. However, these plans are also largely unnecessary, as they provide coverage that is duplicative of the given product’s existing warranty, at least for the life of the manufacturer’s warranty.¹¹

33. At present, Defendant offers its “Geek Squad” protection plans to consumers, and thus is disincentivized from alerting consumers to the warranty that already comes with their product free of charge. This makes Defendant’s violation of the Pre-Sale Availability Rule all the more egregious.

PLAINTIFF’S SPECIFIC ALLEGATIONS

34. Throughout the last several years, Plaintiff purchased products at one or more of Defendant’s stores. During this period, Plaintiff purchased at least one product costing more than \$15 that was subject to a manufacturer’s warranty.

35. Two such products were the Products, which Plaintiff purchased from Defendant between 2020 and 2021 for more than \$15.

clear-extended-warranties-a3095935951/ (“Two-thirds of in-store electronic shoppers and nearly three-quarters of appliance purchasers say that an associate has pitched one to them.”).

¹⁰ *Extended Warranty Market to Reach \$169.82 Bn, Globally, by 2027 at 7.4% CAGR: Allied Market Research, Yahoo* (Jan. 24, 2022), <https://www.yahoo.com/now/extended-warranty-market-reach-169-083000210.html?guccounter=1>.

¹¹ Braverman, *supra* (“Two-thirds of in-store electronic shoppers and nearly three-quarters of appliance purchasers say that an associate has pitched one to them.”).

36. In the course of Plaintiff purchasing the Products, Defendant did not display product warranties in close proximity to the Products; nor did Defendant place signs reasonably calculated to elicit Plaintiff's attention, in prominent locations in the store or department, conspicuously advising Plaintiff of the availability of warranties upon request.

37. Accordingly, Plaintiff was unable to access any warranty associated with the Products until after the point of sale.

38. Plaintiff cares about the substance of product warranties, and the terms of a written warranty would impact Plaintiff's purchasing decisions—*i.e.*, one product might be chosen over another if that product had a more expansive warranty.

39. Further, Plaintiff anticipates buying new products costing over \$15 that are subject to manufacturer warranties in the future, and would consider purchasing said products from Defendant, but does not wish to have her rights under Magnuson-Moss thwarted by Defendant's failure to comply with the Pre-Sale Availability Rule.

CLASS ALLEGATIONS

40. Plaintiff brings this action on behalf of the following class of similarly situated individuals pursuant to Illinois Code of Civil Procedure 2-801:

All citizens of Illinois who purchased one or more products from Defendant that cost over \$15 and that were subject to a written warranty.

41. Plaintiff reserves the right to modify or refine the Class definition based upon discovery of new information or to accommodate any concerns of the Court.

42. Excluded from the Class are Defendant, and Defendant's parents, subsidiaries, affiliates, officers and directors, any entity in which any defendant has a controlling interest, governmental entities, and all judges assigned to hear any aspect of

this litigation, as well as their immediate family members, and members of the staffs of the judges to whom this case may be assigned.

43. Upon information and belief, the Class contains thousands of individuals, at least. The Class is therefore so numerous that joinder of all members is impracticable. The precise number of Class members can be determined by reference to Defendant's records.

44. Plaintiff's claims are typical of the claims of members of the proposed Class because, among other things, Plaintiff and members of the Class sustained similar injuries as a result of Defendant's uniform wrongful conduct and their legal claims arise from the same events and wrongful conduct by Defendant.

45. Common questions of law and fact will predominate over any individualized inquiries. Those common questions include:

- i. whether Defendant's acts and practices complained of herein violate Magnuson-Moss; and
- ii. the appropriate injunctive relief to ensure Defendant no longer violates the Pre-Sale Availability Rule.

46. Absent a class action, most Class members would find their claims prohibitively expensive to bring individually and would be left without an adequate remedy. Class treatment of the common questions is also superior because it conserves the Court's and Parties' resources and promotes efficiency and consistency of adjudication.

47. Plaintiff will adequately represent the Class. Plaintiff has retained counsel experienced in consumer class actions. Plaintiff and Plaintiff's counsel are committed to

vigorously litigating this action on the Class's behalf and have the resources to do so. Neither Plaintiff nor Plaintiff's counsel have any interest adverse to the Class.

48. Defendant has acted on grounds generally applicable to Plaintiff and the Class, requiring the Court's imposition of uniform relief, including injunctive and declaratory relief to the Class.

CAUSES OF ACTION

FIRST CAUSE OF ACTION Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*

49. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

50. Plaintiff and Class members are "consumers" as defined in MMWA, 15 U.S.C. § 2301(3).

51. Defendant is a "seller" as defined in MMWA, 16 C.F.R. § 702.1(e).

52. Defendant sells products with "written warranties" as defined in MMWA, 15 U.S.C. § 2301(6); 16 C.F.R. § 702.1(c).

53. Defendant sells "consumer products," as defined in MMWA, 15 U.S.C. § 2301(1); 16 C.F.R. § 702.1(b).

54. Consistent with, *inter alia*, 16 C.F.R. § 702.3, as a seller of consumer products with written warranties, for all products costing more than \$15 Defendant must either display product warranties in close proximity to the relevant product, or else place signs reasonably calculated to elicit the prospective buyer's attention, in prominent locations in the store or department, advising consumers of the availability of warranties

upon request. 16 C.F.R. § 702.3(a). In direct violation of Magnuson-Moss's Pre-Sale Availability Rule, Defendant does neither of these things.

55. Plaintiff, Class members, and members of the general public have been damaged as a result of Defendant's unfair, unlawful, and fraudulent conduct alleged herein.

56. Because Plaintiff and the Class members have purchased, would like to, and are likely to purchase products over \$15, Plaintiff and Class members are entitled to injunctive relief and corresponding declaratory relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that this Court:

- a. Certify this case as a class action, appoint Plaintiff as Class representative, and appoint Plaintiff's counsel to represent the Class;
- b. Find that Defendant's actions, as described herein, constitute violations of Magnuson-Moss;
- c. Entered judgment against Defendant for all injunctive, declaratory, and other equitable relief sought;
- d. Award all costs, including experts' fees, attorneys' fees, and the costs of prosecuting this action; and
- e. Grant such other legal and equitable relief as the Court may deem appropriate.

Dated: July 19, 2022

SHAWNA KEISER, individually
and on behalf of all others similarly
situated,

s/ J. Dominick Larry
Plaintiff's counsel

J. Dominick Larry
NICK LARRY LAW LLC
1720 W. Division St.
Chicago, IL 60622
T: 773.694.4669
F: 773.694.4691
nick@nicklarry.law
Firm ID: 64846

Attorney for Plaintiff and the Class

EXHIBIT B

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FILED
7/29/2022 10:13 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022CH06954
Calendar, 9
18875726

2120 - Served	2121 - Served	2620 - Sec. of State
2220 - Not Served	2221 - Not Served	2621 - Alias Sec of State
2320 - Served By Mail	2321 - Served By Mail	
2420 - Served By Publication	2421 - Served By Publication	
Summons - Alias Summons		(03/15/21) CCG 0001 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Name all Parties

Shawna Keiser, individually and on behalf of
all others similarly situated,

Plaintiff(s)

v.

Best Buy Co. Inc.

Case No. 2022CH06954

Defendant(s)

Best Buy Co. Inc., c/o CT Corporation System,
208 S LaSalle St, Ste 814, Chicago, IL 60604

Address of Defendant(s)

Please serve as follows (check one): Certified Mail Sheriff Service Alias

SUMMONS

To each Defendant:

You have been named a defendant in the complaint in this case, a copy of which is hereto attached. You are summoned and required to file your appearance, in the office of the clerk of this court, within 30 days after service of this summons, not counting the day of service. If you fail to do so, a judgment by default may be entered against you for the relief asked in the complaint.

THERE IS A FEE TO FILE YOUR APPEARANCE.

FILING AN APPEARANCE: Your appearance date is NOT a court date. It is the deadline for filing your appearance/answer. To file your appearance/answer **YOU DO NOT NEED TO COME TO THE COURTHOUSE**, unless you are unable to eFile your appearance/answer. You can download an Appearance form at <http://www.illinoiscourts.gov/Forms/approved/procedures/appearance.asp>. After completing and saving your Appearance form, you can electronically file (e-File) it with the circuit clerk's office.

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org

Summons - Alias Summons

E-FILING: E-filing is now mandatory with limited exemptions. To e-File, you must first create an account with an e-Filing service provider. Visit <http://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider.

If you need additional help or have trouble e-Filing, visit <http://www.illinoiscourts.gov/faq/gethelp.asp> or talk with your local circuit clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask your circuit clerk for more information or visit www.illinoislegalaid.org.

FEE WAIVER: If you are unable to pay your court fees, you can apply for a fee waiver. For information about defending yourself in a court case (including filing an appearance or fee waiver), or to apply for free legal help, go to www.illinoislegalaid.org. You can also ask your local circuit clerk's office for a fee waiver application.

COURT DATE: Your court date will be sent to your e-File email account or the email address you provided to the clerk's office. You can also call or email the clerk's office to request your next court date. You will need to provide your case number OR, if unknown, the name of the Plaintiff or Defendant. For criminal case types, you will also need to provide the Defendant's birthdate.

REMOTE APPEARANCE: You may be able to attend this court date by phone or video conference. This is called a "Remote Appearance". Call the Circuit Clerk at (312) 603-5030 or visit their website at www.cookcountyclerkofcourt.org to find out how to do this.

Contact information for each of the Clerk's Office locations is included with this summons. The Clerk's office is open Mon - Fri, 8:30 am - 4:30 pm, except for court holidays.

To the officer: (Sheriff Service)

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than thirty (30) days after its date.

7/29/2022 10:13 AM IRIS Y. MARTINEZ

Witness date _____

Atty. No.: 64846

Pro Se 99500

Name: J. Dominick Larry, Nick Larry Law LLC

Atty. for (if applicable): _____

Plaintiff _____

Address: 1720 W Division St

City: Chicago

State: IL Zip: 60622

Telephone: 773.694.4669

Primary Email: nick@nicklarry.law



Iris Y. Martinez, Clerk of Court

Service by Certified Mail: _____

Date of Service: _____
(To be inserted by officer on copy left with employer or other person)

GET YOUR COURT DATE BY CALLING IN OR BY EMAIL

CALL OR SEND AN EMAIL MESSAGE to the telephone number or court date email address below for the appropriate division, district or department to request your next court date. Email your case number, or, if you do not have your case number, email the Plaintiff or Defendant's name for civil case types, or the Defendant's name and birthdate for a criminal case.

CHANCERY DIVISION

Court date EMAIL: ChanCourtDate@cookcountycourt.com
Gen. Info: (312) 603-5133

CIVIL DIVISION

Court date EMAIL: CivCourtDate@cookcountycourt.com
Gen. Info: (312) 603-5116

COUNTY DIVISION

Court date EMAIL: CntyCourtDate@cookcountycourt.com
Gen. Info: (312) 603-5710

**DOMESTIC RELATIONS/CHILD SUPPORT
DIVISION**

Court date EMAIL: DRCourtDate@cookcountycourt.com
OR
ChildSupCourtDate@cookcountycourt.com
Gen. Info: (312) 603-6300

DOMESTIC VIOLENCE

Court date EMAIL: DVCourtDate@cookcountycourt.com
Gen. Info: (312) 325-9500

LAW DIVISION

Court date EMAIL: LawCourtDate@cookcountycourt.com
Gen. Info: (312) 603-5426

PROBATE DIVISION

Court date EMAIL: ProbCourtDate@cookcountycourt.com
Gen. Info: (312) 603-6441

ALL SUBURBAN CASE TYPES

DISTRICT 2 - SKOKIE

Court date EMAIL: D2CourtDate@cookcountycourt.com
Gen. Info: (847) 470-7250

DISTRICT 3 - ROLLING MEADOWS

Court date EMAIL: D3CourtDate@cookcountycourt.com
Gen. Info: (847) 818-3000

DISTRICT 4 - MAYWOOD

Court date EMAIL: D4CourtDate@cookcountycourt.com
Gen. Info: (708) 865-6040

DISTRICT 5 - BRIDGEVIEW

Court date EMAIL: D5CourtDate@cookcountycourt.com
Gen. Info: (708) 974-6500

DISTRICT 6 - MARKHAM

Court date EMAIL: D6CourtDate@cookcountycourt.com
Gen. Info: (708) 232-4551

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Case No. 2022CH06954

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7/29/2022 10:13 AM IRIS Y. MARTINEZ

Atty. No.: 64846

Pro Se 99500

Name: J. Dominick Larry, Nick Larry Law LLC

Atty. for (if applicable):

Plaintiff

Address: 1720 W Division St

City: Chicago

State: IL Zip: 60622

Telephone: 773.694.4669

Primary Email: nick@nicklarry.law

Witness date _____



Iris Y. Martinez, Clerk of Court

Service by Court Official: _____

Date of Service: _____
(To be inserted by officer on copy left with employer or other person)

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DISTRICT 6 - MARKHAM

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Gen. Info: (708) 232-4551

EXHIBIT C

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7/20/2022 4:35 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022CH06954
Calendar, 5
18756595

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

SHAWNA KEISER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BEST BUY CO. INC.,

Defendant.

Case No. 2022CH06954

Calendar 5

Hon. Neil J. Cohen

Courtroom 2308

MOTION FOR CLASS CERTIFICATION AND MEMORANDUM IN SUPPORT

Plaintiff Shawna Keiser, through counsel, moves this Court for an order certifying this case as a class action under Illinois Code of Civil Procedure Section 2-801. Plaintiff requests that the Court enter and continue the motion until after discovery relating to class certification, at which time Plaintiff will submit a more detailed supporting memorandum of points and authorities.¹

INTRODUCTION

The Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301–2312 (the “Act”), requires retailers to provide consumers with access to any written warranty for a product costing more than \$15, prior to the point of sale. Defendant fails to do so. Accordingly, Plaintiff sued, seeking injunctive and declaratory relief, attorneys’ fees, and costs as authorized by the Act.

¹ Plaintiff files this motion before discovery to prevent Defendant from attempting to moot Plaintiffs’ representative claims by tendering Plaintiff full relief while leaving the proposed Class without relief and subject to further and ongoing harm. *See Joiner v. SVM Mgmt.*, 2020 IL 124671, ¶ 58 (holding “that an effective tender made before a named plaintiff purporting to represent a class files a class-certification motion satisfies the named plaintiff’s individual claim and moots her interest in the litigation.”).

Plaintiff's claims should be certified on behalf of the class proposed below. Defendant acted uniformly toward the class: it sold products to the Class Members without making its warranty available at the point of sale, in violation of Magnuson-Moss. *See* Compl. ¶¶ 27–28. Those facts, which will be proven in discovery, will establish Defendant's liability to Plaintiff and each proposed Class member. With such uniformity, certification is proper under Section 2-801.

Accordingly, Plaintiff seeks to certify a class of “All citizens of Illinois who purchased one or more products from Defendant that cost over \$15 and that were subject to a written warranty.”

FACTS

Defendant is a retailer of consumer goods. Compl. ¶ 9. In 2020 and 2021, Plaintiff purchased products from Defendant costing more than \$15 each, including a Nintendo Switch and Samsung Sound bar. *Id.* ¶ 8. Those products were subject to manufacturer warranties. *Id.* In the course of Plaintiff's purchase of those products, Defendant did not make the warranties available to Plaintiff, or alert Plaintiff to the option of reviewing the warranties, prior to the point of sale in a manner compliant with Magnuson-Moss's Pre-Sale Availability Rule. *Id.*

Plaintiff is similarly situated to other consumers who have purchased products from Defendant without Defendant making their warranties available prior to sale. Compl. ¶ 40. Defendant's failure is uniform across Class Members, *id.* ¶¶ 40, 44, and is therefore unlawful as to all.

ARGUMENT

Class certification is governed by Illinois Code of Civil Procedure Section 2-801. Under that rule, a certifying Court must find:

- (1) The class is so numerous that joinder of all members is impracticable.
- (2) There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members.
- (3) The representative parties will fairly and adequately protect the interest of the class.
- (4) The class action is an appropriate method for the fair and efficient adjudication of the controversy.

735 ILCS 5/2-801. As detailed below, the proposed Class passes the test.

A. The Class is sufficiently numerous.

A class is “so numerous that joinder of all members is impracticable,” *id.* if “such a large number of plaintiffs in a single suit would render the suit unmanageable and, in contrast, multiple separate claims would be an imposition on the litigants and the courts.” *Gordon v. Boden*, 224 Ill. App. 3d 195, 200 (Ill. App. Ct. 1991).

Here, Defendant’s failure to provide warranties is uniform across its locations, and the Class likely numbers in the thousands as a result. Compl. ¶ 43. Thus, the Court has “an ample basis” to find that “joinder of all members is impracticable.” *Carrao v. Health Care Serv. Corp.*, 118 Ill. App. 3d 417, 427 (Ill. App. Ct. 1983); *Maxwell v. Arrow Fin. Servs.*, No. 03-cv-1995, 2004 WL 719278, at *2 (N.D. Ill. Mar. 31, 2004) (“The court is permitted to make common sense assumptions that support a finding of numerosity.”).

B. Common issues predominate.

Common questions must “predominate over any questions affecting only individual [class] members.” 735 ILCS 5/2-801(2). Common questions exist when the members are aggrieved by similar misconduct. *Miner v. Gillette Co.*, 87 Ill. 2d 7, 19 (Ill. 1981). They

predominate when they “generate common answers apt to drive the resolution of the litigation.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (cleaned up).

Here, Magnuson-Moss requires retailers to make warranties for products costing \$15 or more available to customers prior to sale. 15 U.S.C. §§ 2301–2312; 16 C.F.R. §§ 700.1, *et seq.* Given that Defendant’s warranty practices apply store-wide, Plaintiff’s claims naturally raise common questions: Did Defendant sell products costing more than \$15 and accompanied by warranties? Did Defendant make the warranties available to Plaintiff and the Class members prior to sale? Did Defendant’s failure to do so violate Magnuson-Moss and entitle the Class to relief? *See* Compl. ¶ 45.

Defendant’s uniform conduct dictates common answers to those questions. Plaintiff and the Class members purchased products accompanied by warranties. *Id.* ¶ 40. And Plaintiff and the Class members have been injured, in that Defendant failed to make the warranties available prior to sale. *Id.* ¶¶ 27–28. Common issues therefore predominate as required.

C. Plaintiff is an adequate representative.

To ensure “that all class members will receive proper, efficient, and appropriate protection of their interests in the presentation of the claim,” *Purcell and Wardrope Chtd. v. Hertz Corp.*, 175 Ill. App. 3d 1069 1078 (Ill. Ct. App. 1988), a movant must show that they and their counsel “will fairly and adequately protect the interest of the class.” 735 ILCS 5/2-801(3).

Here, Plaintiff has retained counsel experienced in consumer class actions. Compl. ¶ 47. Plaintiff and Plaintiff’s counsel are committed to vigorously litigating this action on the Class’s behalf, and have the resources to do so. *Id.* Neither Plaintiff nor Plaintiff’s counsel have any interest adverse to the Class. *Id.* Plaintiff will therefore adequately represent the Class.

D. Class proceedings are appropriate.

Finally, to show class proceedings appropriate for resolving the case, 735 ILCS 5/2-801(4), Plaintiff must show that a class action “(1) can best secure the economies of time, effort and expense, and promote uniformity; or (2) accomplish the other ends of equity and justice that class actions seek to obtain.” *Gordon*, 224 Ill. App.3d at 203. In practice, a “holding that the first three prerequisites of section 2-801 are established makes it evident that the fourth requirement is fulfilled.” *Id.* at 204.

Here, class litigation would serve the ends of equity and justice by deciding the dispositive issues in one fell swoop, leading to either total and final vindication for Defendant, or to practice changes if Plaintiff’s claims succeed. Sealing the deal is the fact that expense and burden of pursuing individual claims would dwarf the value of the injunctive relief available. Compl. ¶ 46. Thus, the “class action is the only practical means for class members to receive redress.” *Gordon*, 224 Ill. App. 3d at 204 (quotation omitted).

CONCLUSION

As detailed above, this case is appropriate for class certification. Discovery will prove as much. Accordingly, Plaintiff moves the Court to: (1) enter and reserve ruling on this motion; (2) allow for discovery on class-certification issues; (3) grant Plaintiff leave to file an amended supporting memorandum upon completion of class discovery; (4) certify the class after full briefing; and (5) provide all other and further relief that is equitable and just.

Dated: July 20, 2022

SHAWNA KEISER, individually and on
behalf of all others similarly situated,

s/ J. Dominick Larry
Plaintiff’s counsel



J. Dominick Larry
NICK LARRY LAW LLC
1720 W. Division St.
Chicago, IL 60622
T: 773.694.4669
F: 773.694.4691
nick@nicklarry.law
Firm ID: 64846

Attorney for Plaintiff and the Class

EXHIBIT D

* 5 0 1 9 3 6 3 6 *
FILED
7/20/2022 5:33 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022CH06954
Calendar, 5
18757476

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

SHAWNA KEISER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BEST BUY CO. INC.,

Defendant.

Case No. 2022CH06954

Calendar 5

Hon. Neil J. Cohen

Courtroom 2308

NOTICE OF MOTION TO SUBSTITUTE

PLEASE TAKE NOTICE that on the date and time stamped above, Plaintiff Shawna Keiser will appear in Courtroom 2308 of the Circuit Court of Cook County, Chancery Division, before the Honorable Neil J. Cohen, or any judge sitting in his stead, to present his ***Motion to Substitute Judge as of Right***, a copy of which is attached hereto and served upon you.

Dated: July 20, 2022

SHAWNA KEISER, individually and on
behalf of all others similarly situated,

s/ J. Dominick Larry
Plaintiff's Counsel

J. Dominick Larry
NICK LARRY LAW LLC (Firm ID: 64846)
1720 W. Division St.
Chicago, IL 60622
T: 773.694.4669
nick@nicklarry.law

Plaintiff's Counsel

* 5 0 1 9 3 6 3 6 *
FILED
7/20/2022 5:33 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
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Plaintiff,

v.

BEST BUY CO. INC.,

Defendant.

Case No. 2022CH06954

Calendar 5

Hon. Neil J. Cohen

Courtroom 2308

PLAINTIFF'S MOTION TO SUBSTITUTE JUDGE AS OF RIGHT

Plaintiff Shawna Keiser, through counsel, pursuant to Section 2-1001(a)(2) of the Illinois Code of Civil Procedure, respectfully moves this Court for substitution of judge as of right. In support, Plaintiff states as follows:

1. Section 2-1001(a)(2) of the Illinois Code of Civil Procedure provides that a motion for substitution of judge as of right "shall be granted if it is presented before trial or hearing begins and before the judge to whom it is presented has ruled on any substantial issue in the case, or if it is presented by consent of the parties."

2. This is Plaintiff's first motion for substitution of judge in this case.

3. This case was filed on July 19, 2022. Accordingly, this Motion is being presented before trial, and before any ruling by the Hon. Neil J. Cohen, the judge to whom it is presented, on any substantial issue in the case. The motion is therefore timely, and Plaintiff is entitled to a substitution of judge as of right. *See* Ill. Code. Civ. P. 2-1001(a)(2).

4. As of the filing of this motion, no defendant has appeared, and there is therefore no opposition to the motion.

WHEREFORE, Plaintiff respectfully requests that this motion be granted and that this case be reassigned to another judge in the Circuit Court of Cook County, Chancery Division.

Dated: July 20, 2022

SHAWNA KEISER, individually and on behalf of all others similarly situated,

s/ J. Dominick Larry
Plaintiff's Counsel

J. Dominick Larry
NICK LARRY LAW LLC (Firm ID: 64846)
1720 W. Division St.
Chicago, IL 60622
T: 773.694.4669
nick@nicklarry.law

Plaintiff's Counsel

EXHIBIT E

Transfer Order

(04/05/22) CCCH 0601

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

Shawna Keiser

v.

Best Buy Co., Inc.

Case No. 2022CH06954

TRANSFER ORDER WITHIN DIVISION

The above-entitled and numbered cause having been previously assigned to

Judge Neil ~~X~~ Cohen, Chancery Calendar # 5
said Judge having:

- 4311 • granted a change of Judge
- 8211 recused himself/herself

For the following reasons:

Plaintiff's motion for substitution of judge as of right is granted.

4282 It is hereby transferred to Judge Sophia H. Hall, Interim Acting Presiding Judge of the Chancery Division for the purpose of reassigning said cause.

ENTERED
Judge Neil H. Cohen-2021
JUL 22 2022
IRIS Y. MARTINEZ
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

Neil Cohen

Judge

5

Judge's No.

8202 IT IS HEREBY ORDERED that the above-entitled cause is hereby forwarded to IRIS Y. MARTINEZ, Clerk of the Circuit Court of Cook County for reassignment. IT IS FURTHER ORDERED that said Clerk shall draw a new calendar number by random electronic process from the category bank designated in the original pleading.

ENTERED
Judge Sophia H. Hall-0162
JUL 25 2022
IRIS Y. MARTINEZ
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

Sophia H. Hall

Sophia H. Hall
Interim Acting Presiding Judge
Chancery Division

Judge No. 0162

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

Keiser Shawna

v

No. 22CH 06954

Best Buy Co. Inc

ORDER

The above-entitled and numbered case coming before this court upon

- Substitution of Judge Cohen
- Recusal of Judge _____
- Transfer from one section to another within Chancery from Judge _____
- Transfer into Division from Judge _____

And the case having been transferred to the Presiding Judge of Chancery Division for reassignment, the Clerk having drawn a new Calendar number by random and electronic process and the Court being fully advised in the premises:

IT IS HEREBY ORDERED that this case shall be assigned to

Judge Haran, Calendar 9 without further notice.

Counsel shall immediately proceed to obtain a date for further proceedings from

Judge Haran's law clerk

ENTERED
 Judge Sophia H. Hall-0162
JUL 25 2022
 IRIS Y. MARTINEZ
 CLERK OF THE CIRCUIT COURT
 OF COOK COUNTY, ILL.

ENTERED:

Judge Sophia H. Hall

No. 0162

Interim Acting Presiding Judge

EXHIBIT F



**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

SHAWNA KEISER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BEST BUY CO. INC.,

Defendant.

Case No. 2022CH06954

Calendar 9

Hon. Cecilia A. Horan

Courtroom 2008

ORDER

This matter coming before the Court on reassignment from Calendar 5, IT IS HEREBY
ORDERED THAT:

1. This matter is set for status on the pleadings on September 8, 2022 at 9:30 a.m.;
2. The September 8, 2022 status hearing shall take place via Zoom videoconference using the following credentials:

Meeting URL: [https://circuitcourtofcookcounty.zoom.us/j/95658991093?](https://circuitcourtofcookcounty.zoom.us/j/95658991093?pwd=VUYvQUZxcTA2K2x4YUhhEdnpMTFBIQT09)
pwd=VUYvQUZxcTA2K2x4YUhhEdnpMTFBIQT09

Meeting ID: 956 5899 1093

Password: 129359

Dial-In: (312) 626-6799

ENTER:

/s/ Cecilia A. Horan Judge No. 2186

Meeting ID: 956 5899 1093

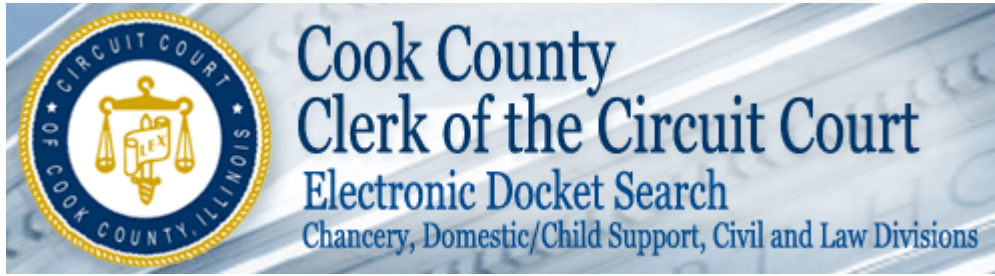
Password: 129359

Dial-in: 312-626-6799

Prepared by:
J. Dominick Larry
NICK LARRY LAW LLC (Firm ID: 64846)
1720 W. Division St.
Chicago, IL 60622
T: 773.694.4669
nick@nicklarry.law
Plaintiff's Counsel

Judge Cecilia A. Horan
JUL 27 2022
Circuit Court-2186

EXHIBIT G



Case Information Summary for Case Number
2022-CH-06954

Filing Date: 07/19/2022
Division: Chancery Division
Ad Damnum: \$0.00

Case Type: Class Actions
District: First Municipal
Calendar: 9

Party Information

Plaintiff(s)

Keiser, Shawna

Defendant(s)

Best Buy Co. Inc.

Attorney(s)

LARRY, JAMES DOMINICK

Defendant Date of Service

Attorney(s)

PRO SE

Case Activity

Activity Date: 07/19/2022

Participant:

Class Action Complaint Filed

Activity Date: 07/19/2022

Participant:

New Case Filing

Date: 07/29/2022

Court Time: 1000

Court Room: 2308

Activity Date: 07/20/2022

Participant:

Notice Of Motion Filed

Activity Date: 07/20/2022

Participant:

Motion Filed

Activity Date: 07/20/2022

Participant:

Motion Filed

Activity Date: 07/22/2022

Participant: Keiser, Shawna

Transferred To Presiding Judge

Judge: COHEN, NEIL J

Attorney: LARRY, JAMES DOMINICK

Activity Date: 07/22/2022

Participant: Keiser, Shawna

Change Of Venue - Allowed -

Judge: COHEN, NEIL J

Attorney: LARRY, JAMES DOMINICK

Activity Date: 07/22/2022

Participant: Keiser, Shawna

SOJ (As of Right) - Allowed

Judge: COHEN, NEIL J

Attorney: LARRY, JAMES DOMINICK

Activity Date: 07/25/2022

Participant: Keiser, Shawna

Assign To Judge Within Division

Judge: HALL, SOPHIA H

Attorney: LARRY, JAMES DOMINICK

Activity Date: 07/27/2022

Participant: Keiser, Shawna

Case Set On Status Call

Date: 09/08/2022

Court Time: 0930

Court Room: 2008

Judge: HORAN, CECILIA A.

Attorney: LARRY, JAMES DOMINICK

Activity Date: 07/29/2022

Participant:

Summons Issued And Returnable

Activity Date: 08/06/2022

Participant:

Summons - Retd P.S.

Date: 08/05/2022

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Please note: Neither the Circuit Court of Cook County nor the Clerk of the Circuit Court of Cook County warrants the accuracy, completeness, or the currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

If data does not appear in a specific field, we likely do not have the responsive data
in our master database.

EXHIBIT H-1

Entity Information

Entity Information

Entity Name: Best Buy Stores, L.P.

Entity ID: L0185951

Entity Type: Limited Partnership

Entity Status: **Active**

Series LLC: N/A

Reason for Status: Active

Formation Date: 12/01/2004

Status Date: 12/01/2004

VA Qualification Date: 12/01/2004

Period of Duration: 12/31/2099

Industry Code: 0 - General

Annual Continuation Report Due Date: N/A

Jurisdiction: VA

Charter Fee: N/A

LLP Status: No

Registration Fee Due Date: Not Required

Registered Agent Information

RA Type: Entity

Locality: HENRICO COUNTY

RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO
TRANSACTION BUSINESS IN VIRGINIA

Name: C T CORPORATION SYSTEM

Registered Office Address: 4701 Cox Rd Ste 285, Glen Allen, VA, 23060 - 6808,
USA

(https://www.scc.virginia.gov/cir/cir_contact.aspx)

Address: 7601 PENN AVE S, RICHFIELD, MN, 55423 - 0000,
USA
(<https://www.facebook.com/VirginiaStateCorporationCommission>)

(<https://twitter.com/VASStateCorpComm>)

[Filing History](#)

[RA History](#)

[Name History](#)

[Previous Registrations](#)

[Garnishment Designees](#)

[Image Request](#)

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EXHIBIT H-2

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 Address

1010 Dale St N
 Saint Paul, MN 55117
 USA

Number of Shares

1,000,400,000

Registered Agent(s)

CT Corporation System

Chief Executive Officer

Corie 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:

<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)	

EXHIBIT I

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
CHANCERY DIVISION

SHAWNA KEISER, individually and on behalf of all others similarly situated,)	
)	
Plaintiffs,)	No.: 2022-CH-06954
)	
v.)	Calendar 9
)	
BEST BUY CO. INC.,)	Honorable Cecilia A. Horan
)	
Defendant.)	

NOTICE OF FILING OF NOTICE OF REMOVAL

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, Defendant Best Buy Stores, L.P., erroneously sued as Best Buy Co. Inc., and Best Buy Co. Inc. (collectively, “Best Buy”), by and through undersigned counsel, filed a notice of removal with the United States District Court for the Northern District Eastern Division, and that as of September 6, 2022, this action is removed to the United States District Court for the Northern District of Illinois Eastern Division. Pursuant to 28 U.S.C. § 1446(d), Best Buy requests that this Court proceed no further in this action, until such time as the action may be remanded by the United States District Court for the Northern District of Illinois.

Dated: September 6, 2022

Respectfully submitted,

**BEST BUY STORES, L.P., erroneously
sued as BEST BUY CO. INC. and BEST BUY
CO., INC.**

By: /s/ Michael A. Grill
One of Its Attorneys

Martin G. Durkin
Michael A. Grill
Melissa F. Gold
HOLLAND & KNIGHT LLP
150 North Riverside Plaza, Suite 2700
Chicago, IL 60606
Telephone: 312.263.3600
Fax: 312.578.6666
Firm ID 37472
martin.durkin@hklaw.com
michael.grill@hklaw.com
melissa.gold@hklaw.com

CERTIFICATE OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that on September 6, 2022, the foregoing ***NOTICE OF FILING OF NOTICE OF REMOVAL***, was filed with the Clerk of the Circuit Court of Cook County, Illinois, Chancery Department, using the e-file system, which will send notice to all counsel of record in this lawsuit.

Date: September 6, 2022

/s/ Michael A. Grill

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Best Buy Fails to Display Product Warranty Terms at Point of Sale, Class Action Claims](#)
