

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Verne A. Hall, Erik M. Jothan, Susan J.
Aschenbeck, Donald P. Brennan, Roberta S.
(Filler) Carlson, John J. Carney, Fang-Pai
Chen, Ronnie B. Clausen, David L. Draper,
Gary L. Flemino, Debra Jean Foster,
Linda K. Giles, Janice B. Hanson,
Richard W. Hartmann, Paul O. Holtan,
Andre M. Hudson, Oleg Ivanov, Vaughn
Edwen James, Hugh F. Juergens, Glen A.
Juntti, Sharon L. Kelly, Vladimir Kessler,
Sally M. Kleiner, Randall S. Knox, Janet L.
Lekson, LaRae L. Lemon, Shawn Xiao Liu,
Esther G. Mazurek, Daniel J. McKenzie,
Thomas M. Noska, Roy D. Okins, Richard
David Olund, Gregory J. Pettis, Joy G. Piao,
Boris L. Rabichev, Joy M. Reinhart, JoAnn
Baird Shoemaker, Kent D. Smith,
Lynette M. Steuck, Gregory K. Stoner,
Billy S. Summers, Marina Vorobeychik,
Richard L. Walstrom, Philip B. Winters,
Hong Yan, Ernest R. Zahradka, for and on
behalf of themselves and other persons
similarly situated,

Plaintiffs,

vs.

Best Buy Co., Inc. and Best Buy Enterprise
Services, Inc.

Defendants.

Civil No. 04-4812 (MJD/JGL)

AMENDED COMPLAINT

Demand for Jury Trial

Plaintiffs Verne A. Hall, Erik M. Jothan, Susan J. Aschenbeck, Donald P. Brennan,
Roberta S. (Filler) Carlson, John J. Carney, Fang-Pai Chen, Ronnie B. Clausen, David L. Draper,
Gary L. Flemino, Debra Jean Foster, Linda K. Giles, Janice B. Hanson, Richard W. Hartmann,
Paul O. Holtan, Andre M. Hudson, Oleg Ivanov, Vaughn Edwen James, Hugh F. Juergens,

Glen A. Juntti, Sharon L. Kelly, Vladimir Kessler, Sally M. Kleiner, Randall S. Knox, Janet L. Lekson, LaRae L. Lemon, Shawn Xiao Liu, Esther G. Mazurek, Daniel J. McKenzie, Thomas M. Noska, Roy D. Okins, Richard David Olund, Gregory J. Pettis, Joy G. Piao, Boris L. Rabichev, Joy M. Reinhart, JoAnn Baird Shoemaker, Kent D. Smith, Lynette M. Steuck, Gregory K. Stoner, Billy S. Summers, Marina Vorobeychik, Richard L. Walstrom, Philip B. Winters, Hong Yan, Ernest R. Zahradka, for and in behalf of themselves and other persons similarly situated (collectively, "Plaintiffs"), for their Complaint against Best Buy Co., Inc. and Best Buy Enterprise Services, Inc. (collectively, "Best Buy"), state and allege as follows:

PARTIES AND JURISDICTION

1. Plaintiff Verne A. Hall ("Hall") resides in Wisconsin. Hall was employed by Best Buy in Minnesota until his termination on October 14, 2003. Hall was then 60 years old.
2. Plaintiff Erik M. Jochen ("Jochen") resides in Minnesota. Jochen was employed by Best Buy in Minnesota until his termination on October 10, 2003. Jochen was then 53 years old.
3. Plaintiff Susan J. Aschenbeck ("Aschenbeck") resides in Minnesota. Aschenbeck was employed by Best Buy in Minnesota until her termination on June 14, 2004. Aschenbeck was then 40 years old.
4. Plaintiff Donald P. Brennan ("Brennan") resides in Minnesota. Brennan was employed by Best Buy in Minnesota until his termination on June 14, 2004. Brennan was then 47 years old.
5. Plaintiff Roberta S. (Filler) Carlson ("Carlson") resides in Minnesota. Carlson was employed by Best Buy in Minnesota until her termination on June 14, 2004. Carlson was then 45 years old.

6. Plaintiff John J. Carney (“Carney”) resides in Minnesota. Carney was employed by Best Buy in Minnesota until his termination on June 14, 2004. Carney was then 50 years old.

7. Plaintiff Fang-Pai Chen (“Chen”) resides in Minnesota. Chen was employed by Best Buy in Minnesota until his termination on June 14, 2004. Chen was then 56 years old.

8. Plaintiff Ronnie B. Clausen (“Clausen”) resides in Wisconsin. Clausen was employed by Best Buy in Minnesota until his termination on June 14, 2004. Clausen was then 46 years old.

9. Plaintiff David L. Draper (“Draper”) resides in Minnesota. Draper was employed by Best Buy in Minnesota until his termination on June 14, 2004. Draper was then 59 years old.

10. Plaintiff Gary L. Flemino (“Flemino”) resides in Minnesota. Flemino was employed by Best Buy in Minnesota until his termination on June 14, 2004. Flemino was then 62 years old.

11. Plaintiff Debra Jean Foster (“Foster”) resides in Minnesota. Foster was employed by Best Buy in Minnesota until her termination on June 14, 2004. Foster was then 46 years old.

12. Plaintiff Linda K. Giles (“Giles”) resides in Minnesota. Giles was employed by Best Buy in Minnesota until her termination on June 14, 2004. Giles was then 41 years old.

13. Plaintiff Janice B. Hanson (“Hanson”) resides in Minnesota. Hanson was employed by Best Buy in Minnesota until her termination on October 10, 2003. Hanson was then 54 years old.

14. Plaintiff Richard W. Hartmann (“Hartmann”) resides in Minnesota. Hartmann was employed by Best Buy until his termination on June 14, 2004. Hartmann was then 43 years old.

15. Plaintiff Paul O. Holtan ("Holtan") resides in Minnesota. Holtan was employed by Best Buy in Minnesota until his termination on October 10, 2003. Holtan was then 54 years old.

16. Plaintiff Andre M. Hudson ("Hudson") resides in Minnesota. Hudson was employed by Best Buy in Minnesota until his termination on June 14, 2004. Hudson was then 40 years old.

17. Plaintiff Oleg Ivanov ("Ivanov") resides in Minnesota. Ivanov was employed by Best Buy in Minnesota until his termination on June 14, 2004. Ivanov was then 43 years old.

18. Plaintiff Vaughn Edwen James ("James") resides in Minnesota. James was employed by Best Buy in Minnesota until his termination on October 10, 2003. James was then 71 years old.

19. Plaintiff Hugh F. Juergens ("Juergens") resides in Minnesota. Juergens was employed by Best Buy in Minnesota until his termination on October 10, 2003. Juergens was then 56 years old.

20. Plaintiff Glen A. Juntti ("Juntti") resides in Minnesota. Juntti was employed by Best Buy in Minnesota until his termination on June 14, 2004. Juntti was then 55 years old.

21. Plaintiff Sharon L. Kelly ("Kelly") resides in Minnesota. Kelly was employed by Best Buy in Minnesota until her termination on October 10, 2003. Kelly was then 50 years old.

22. Plaintiff Vladimir Kessler ("Kessler") resides in Minnesota. Kessler was employed by Best Buy in Minnesota until his termination on June 14, 2004. Kessler was then 43 years old.

23. Plaintiff Sally M. Kleiner (“Kleiner”) resides in Minnesota. Kleiner was employed by Best Buy in Minnesota until her termination on October 10, 2003. Kleiner was then 54 years old.

24. Plaintiff Randall S. Knox (“Knox”) resides in Minnesota. Knox was employed by Best Buy in Minnesota until his termination on June 14, 2004. Knox was then 57 years old.

25. Plaintiff Janet L. Lekson (“Lekson”) resides in Minnesota. Lekson was employed by Best Buy in Minnesota until her termination on June 14, 2004. Lekson was then 51 years old.

26. Plaintiff LaRae L. Lemon (“Lemon”) resides in Minnesota. Lemon was employed by Best Buy in Minnesota until her termination on June 14, 2004. Lemon was then 49 years old.

27. Plaintiff Shawn Xiao Liu (“Liu”) resides in Minnesota. Liu was employed by Best Buy in Minnesota until his termination on June 14, 2004. Liu was then 42 years old.

28. Plaintiff Esther G. Mazurek (“Mazurek”) resides in Minnesota. Mazurek was employed by Best Buy in Minnesota until her termination on October 10, 2003. Mazurek was then 46 years old.

29. Plaintiff Daniel J. McKenzie (“McKenzie”) resides in Minnesota. McKenzie was employed by Best Buy in Minnesota until his termination on June 14, 2004. McKenzie was then 48 years old.

30. Plaintiff Thomas M. Noska (“Noska”) resides in Minnesota. Noska was employed by Best Buy in Minnesota until his termination on October 10, 2003. Noska was then 53 years old.

31. Plaintiff Roy D. Okins (“Okins”) resides in Minnesota. Okins was employed by Best Buy in Minnesota until his termination on June 14, 2004. Okins was then 57 years old.

32. Plaintiff Richard David Olund (“Olund”) resides in Minnesota. Olund was employed by Best Buy in Minnesota until his termination on June 14, 2004. Olund was then 49 years old.

33. Plaintiff Gregory J. Pettis (“Pettis”) resides in Minnesota. Pettis was employed by Best Buy in Minnesota until his termination on October 10, 2003. Pettis was then 56 years old.

34. Plaintiff Joy G. Piao (“Piao”) resides in Illinois. Piao was employed by Best Buy in Minnesota until her termination on June 14, 2004. Piao was then 44 years old.

35. Plaintiff Boris L. Rabichev (“Rabichev”) resides in Minnesota. Rabichev was employed by Best Buy until his termination on June 14, 2004. Rabichev was then 46 years old.

36. Plaintiff Joy M. Reinhart (“Reinhart”) resides in Minnesota. Reinhart was employed by Best Buy in Minnesota until her termination on June 14, 2004. Reinhart was then 50 years old.

37. Plaintiff JoAnn Baird Shoemaker (“Shoemaker”) resides in Minnesota. Shoemaker was employed by Best Buy in Minnesota until her termination on June 14, 2004. Shoemaker was then 47 years old.

38. Plaintiff Kent D. Smith (“Smith”) resides in Minnesota. Smith was employed by Best Buy in Minnesota until his termination on June 14, 2004. Smith was then 43 years old.

39. Plaintiff Lynnette M. Steuck (“Steuck”) resides in Minnesota. Steuck was employed by Best Buy in Minnesota until her termination on June 14, 2004. Steuck was then 51 years old.

40. Plaintiff Gregory K. Stoner (“Stoner”) resides in Minnesota. Stoner was employed by Best Buy in Minnesota until his termination on June 14, 2004. Stoner was then 52 years old.

41. Plaintiff Billy S. Summers (“Summers”) resides in Kentucky. Summers was employed by Best Buy in Minnesota until his termination on October 10, 2003. Summers was then 61 years old.

42. Plaintiff Marina Vorobeychik (“Vorobeychik”) resides in Minnesota. Vorobeychik was employed by Best Buy in Minnesota until her termination on October 10, 2003. Vorobeychik was then 46 years old.

43. Plaintiff Richard L. Walstrom (“Walstrom”) resides in Minnesota. Walstrom was employed by Best Buy in Minnesota until his termination on June 14, 2004. Walstrom was then 57 years old.

44. Plaintiff Philip B. Winters (“Winters”) resides in Minnesota. Winters was employed by Best Buy in Minnesota until his termination on June 14, 2004. Winters was then 42 years old.

45. Plaintiff Hong Yan (“Yan”) resides in Minnesota. Yan was employed by Best Buy in Minnesota until her termination on June 14, 2004. Yan was then 50 years old.

46. Plaintiff Ernest R. Zahradka (“Zahradka”) resides in Minnesota. Zahradka was employed by Best Buy in Minnesota until his termination on June 14, 2004. Zahradka was then 41 years old.

47. Defendant Best Buy Co., Inc. is a Minnesota corporation with its principal place of business in Minnesota. Defendant Best Buy Enterprises, Inc. is a Minnesota corporation with its principal place of business in Minnesota, and is a wholly owned subsidiary of Defendant Best Buy Co., Inc.

48. Both Defendants are employers within the meaning of the federal Age Discrimination in Employment Act (“ADEA”), 29 U.S.C. § 621, *et. seq.*, the Minnesota Human Rights Act (“MHRA”), Minn. Stat. CE. 363, and Minn. Stat. § 181.81.

49. This action is brought under the ADEA, 29 U.S.C. § 621, *et. seq.*, and under 29 U.S.C. § 216(b) for and in behalf of the above-named Plaintiffs and other persons similarly situated who may opt into the action, and this Court therefore has original jurisdiction over this action pursuant to 28 U.S.C. § 1331.

50. This Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367 because those claims are pendent to and part of the same case or controversy as that giving rise to the ADEA claims.

51. Venue of this action in the United States District Court for the District of Minnesota is proper pursuant to 28 U.S.C. § 1391(b) because both Defendants reside in the District of Minnesota and pursuant to 28 U.S.C. § 1391(c) because the events giving rise to Plaintiffs’ claims occurred in the District of Minnesota.

ADMINISTRATIVE CHARGES AND PROCEEDINGS

52. On or about December 22, 2003, Plaintiff Hall timely filed a class-wide charge of age discrimination with the U.S. Equal Employment Commission (“EEOC”), which was cross-filed with the Minnesota Department of Human Rights (“MDHR”), alleging among other things that: (a) Best Buy was engaging in a pattern or practice of age discrimination against himself and other similarly situated older employees; (b) his termination was part of a class-wide pattern or practice of age-based terminations, demotions and forced retirements and resignations in the IS Department that began in 2002 and was continuing; (c) Best Buy had been hiring and promoting younger persons throughout this same period; (d) Best Buy provided incomplete, misleading and

false information to him and to others in an attempt to induce them to waive their rights under the federal Age Discrimination in Employment Act and the Minnesota Human Rights Act by withholding from them accurate information about the extent and scope of its pattern of terminations of older employees; and (e) he was filing the charge on behalf of himself and all similarly situated employees of Best Buy who had been terminated, demoted, or forced to retire or resign their employment in whole or in part due to their ages during the years 2002 and 2003.

53. On or about December 22, 2003, Plaintiff Jothen timely filed a class-wide charge of age discrimination with the EEOC, which was cross-filed with the MDHR, alleging among other things that: (a) Best Buy was engaging in a pattern or practice of age discrimination against himself and other similarly situated older employees; (b) his termination was part of a class-wide pattern or practice of age-based terminations, demotions and forced retirements and resignations in the IS Department that began in 2002 and was continuing; (c) Best Buy failed to consider him for open positions for which he was qualified; (d) Best Buy had been hiring and promoting younger persons throughout this same period; (e) Best Buy provided him no demographic data about those who were terminated and those who were retained, and refused to give him more than 24 days in which to consider the release with which he was presented; (f) Best Buy withheld the demographic data and gave him less time to consider the release because it wanted him and others to sign the release without knowing the extent and scope of its pattern of terminations of older employees; and (g) he was filing the charge on behalf of himself and all similarly situated employees of Best Buy who had been terminated, demoted, or forced to retire or resign their employment in whole or in part due to their ages during the years 2002 and 2003.

54. On or about August 26, 2004, Plaintiff Aschenbeck timely filed a class-wide charge of age discrimination with the EEOC, which was cross-filed with the MDHR, alleging

among other things that: (a) Best Buy was engaging in a pattern or practice of age discrimination against herself and other similarly situated older employees; (b) her termination was part of a class-wide pattern or practice of age-based terminations, demotions and forced retirements and resignations in the IS Department that began in 2003 and was continuing; (c) Best Buy also notified employees in other departments that they were being terminated at the same time, and these terminations fell disproportionately on older employees; (d) Best Buy had been hiring and promoting younger persons throughout this same period; (e) Best Buy provided incomplete, misleading and false information to her and to others in an attempt to induce them to waive their rights under the federal Age Discrimination in Employment Act and the Minnesota Human Rights Act by withholding from them accurate information about the extent and scope of its pattern of terminations of older employees; and (f) she was filing the charge on behalf of herself and all similarly situated persons age 40 or over who Best Buy terminated, demoted, or forced to retire or resign during the time period from January 1, 2003, to the present.

55. On or about August 26, 2004, Plaintiff Brennan timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Brennan, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

56. On or about August 20, 2004, Plaintiff Carlson timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota

law by, among other things, terminating Carlson, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

57. On or about August 20, 2004, Plaintiff Carney timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Carney, and, by terminating, demoting, or forcing the resignation or retirement of other older employees.

58. On or about August 4, 2004, Plaintiff Chen timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Chen, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

59. On or about August 26, 2004, Plaintiff Clausen timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Clausen, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

60. On or about August 20, 2004, Plaintiff Draper timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and

other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Draper, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

61. On or about August 20, 2004, Plaintiff Flemino timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Flemino, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

62. On or about August 20, 2004, Plaintiff Foster timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Foster, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

63. On or about August 27, 2004, Plaintiff Giles timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Giles, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

64. On or about January 20, 2004, Plaintiff Hanson timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the

charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Hanson, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

65. On or about August 26, 2004, Plaintiff Hartmann timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Hartmann, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

66. On or about January 29, 2004, Plaintiff Holtan timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Holtan, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

67. On or about August 20, 2004, Plaintiff Hudson timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Hudson, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

68. On or about August 26, 2004, Plaintiff Ivanov timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Ivanov, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

69. On or about January 22, 2004, Plaintiff James timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating James, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

70. On or about January 23, 2004, Plaintiff Juergens timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Juergens, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

71. On or about August 25, 2004, Plaintiff Juntti timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota

law by, among other things, terminating Juntti, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

72. On or about February 24, 2004, Plaintiff Kelly timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Kelly, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

73. On or about August 26, 2004, Plaintiff Kessler timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Kessler, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

74. On or about February 17, 2004, Plaintiff Kleiner timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Kleiner, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

75. On or about August 20, 2004, Plaintiff Knox timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and

other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Knox, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

76. On or about August 20, 2004, Plaintiff Lemon timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Lemon, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

77. On or about August 25, 2004, Plaintiff Liu timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Liu, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

78. On or about March 17, 2004, Plaintiff Mazurek timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, alleging which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Mazurek, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

79. On or about August 20, 2004, Plaintiff McKenzie timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the

charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating McKenzie, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

80. On or about February 24, 2004, Plaintiff Noska timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Noska, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

81. On or about August 25, 2004, Plaintiff Okins timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Okins, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

82. On or about August 25, 2004, Plaintiff Olund timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Olund, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

83. On or about March 30, 2004, Plaintiff Pettis timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Pettis, by terminating, demoting, or forcing the resignation or retirement of other older employees, and by failing to retain, transfer and/or hire Pettis and other similarly situated employees for open positions.

84. On or about August 27, 2004, Plaintiff Piao timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Piao, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

85. On or about August 20, 2004, Plaintiff Rabichev timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Rabichev, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

86. On or about August 26, 2004, Plaintiff Reinhart timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota

law by, among other things, terminating Reinhart, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

87. On or about August 26, 2004, Plaintiff Shoemaker timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Shoemaker, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

88. On or about August 20, 2004, Plaintiff Smith timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Smith, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

89. On or about August 4, 2004, Plaintiff Steuck timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Steuck, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

90. On or about August 25, 2004, Plaintiff Stoner timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and

other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Stoner, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

91. On or about March 8, 2004, Plaintiff Summers timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Summers, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

92. On or about January 20, 2004, Plaintiff Vorobeychik timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against her and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Vorobeychik, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

93. On or about August 25, 2004, Plaintiff Walstrom timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Walstrom, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

94. On or about August 25, 2004, Plaintiff Winters timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the

charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Winters, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

95. On or about August 25, 2004, Plaintiff Zahradka timely filed a class-wide administrative charge with the EEOC, which was cross-filed with the MDHR, which, like the charges of Hall, Jothan and Aschenbeck, alleged that Best Buy discriminated against him and other similarly situated employees on the basis of age in violation of the ADEA and Minnesota law by, among other things, terminating Zahradka, and by terminating, demoting, or forcing the resignation or retirement of other older employees.

96. Each of the forty four above-named Plaintiffs hereby consents to become a party plaintiff in this action.

97. Plaintiffs Lekson and Yan were each identified by name in the administrative charges of Aschenbeck and others, and both hereby consent to become parties plaintiff in this action.

FACT ALLEGATIONS

98. In April of 2002, Best Buy engaged Robert A. Willett ("Willett"), a global managing partner and member of the Executive Committee at Accenture Ltd., as a consultant and special advisor to its Board of Directors on matters relating to operational efficiency and excellence.

99. At about the same time as its engagement of Willett, Best Buy began to engage in a pattern or practice of age discrimination against its older Information Systems ("IS") employees and other similarly situated employees. The above-named Plaintiffs in this action and

other similarly situated employees were subject to and the victims of Best Buy's pattern or practice of age discrimination.

100. As part of its pattern or practice of age discrimination, Best Buy began to use performance plans, job assignments, ratings, quotas, rankings or other measures to pressure its older IS employees and other similarly situated employees to quit and/or to justify their terminations.

101. As part of its pattern or practice of age discrimination, Best Buy discriminated with respect to training opportunities and job assignments, such as by giving younger employees the opportunity to learn new technology and assigning those employees to positions where they could utilize that new technology, while channeling many of the older employees into positions involving older technology which was becoming obsolete, and by reassigning job duties and reporting relationships from certain older persons and reassigning them to younger persons.

102. As part of its pattern or practice of age discrimination, Best Buy discriminated with respect to management training and promotions, giving younger employees management training and promoting younger employees into management positions, while excluding and/or demoting many of the older employees from management training and management positions, or by taking away their job duties and responsibilities.

103. Best Buy illegally took the above measures and others to classify its employees on the basis of age, and to otherwise adversely affect the employment of older IS employees and other similarly situated employees.

104. Beginning in or about 2003, Best Buy began to force out or involuntarily terminate older IS employees and other similarly situated employees, while hiring younger employees.

105. On or about October 10, 2003, as part of its pattern or practice of age discrimination, Best Buy terminated the employment of 25 of its IS Department employees, with these terminations falling heavily on those employees who were age 40 or more at that time.

106. Twenty of the IS employees terminated on or about October 10, 2003, were over the age of 40, including 13 of the named Plaintiffs, and another turned age 40 the day after his termination, while younger IS employees were disproportionately retained.

107. Best Buy's disclosure of those terminated from the IS Department failed to disclose all of the employees age 40 or more who were terminated on or about October 10, 2003.

108. In January 2004, Best Buy engaged Willett's company, Accenture, to reduce costs in the Human Resources area, including the termination of some HR Department employees, with a stated intention to engage Accenture for a similar project in the IS area.

109. On April 14, 2004, Best Buy reported that it planned to outsource its Information Systems work to Accenture which would result in the layoffs of 130 IS Department employees. It stated that Accenture by contract with Best Buy would offer jobs to 650 of the 820 employees who then worked in Information Technology for Best Buy and that those workers would continue to be located at Best Buy's corporate headquarters along with an additional 40 IS Department employees who would continue to work directly for Best Buy.

110. On April 14, 2004, Best Buy notified approximately 126 employees of its IS Department that they would be terminated effective June 14, 2004. On or about June 14, 2004, it informed those employees that 82 of the 126 IS employees to be terminated (about 65%) were age 40 or more, including 31 of the above-named Plaintiffs.

111. The proportion of IS Department employees notified of their terminations as of April 14, 2004, on information and belief, was heavily weighted against employees age 40 or more.

112. Best Buy's disclosure of those terminated from the IS Department, on information and belief, failed to disclose all of the employees age 40 or more who were terminated as of June 14, 2004, and may have included other employees, under age 40, who were retained as employees at Best Buy.

113. On April 14, 2004, Best Buy also announced that it had cut 30 corporate jobs in other areas, including its Finance Department.

114. Best Buy disclosed that 12 of the 13 employees who were notified on April 14, 2004, that they would be terminated from Best Buy's Finance Department were over the age of 40 and that the 13th was age 38. These terminations fell heavily on older employees within that department.

115. In April 2004, Willett was named as Best Buy's Executive Vice President – Operations. Willett's stated responsibilities include reducing Best Buy's cost structure. Willett was one of four Best Buy executives involved in negotiating the terms of Best Buy's engagements with Accenture.

116. In the fiscal year ending February 2004, Willett was paid consulting fees by Best Buy of \$238,796 and accrued consulting fees totaling \$384,245 and was reimbursed for out-of-pocket expenses totaling another \$209,311.

117. As part of its pattern or practice of discrimination, Best Buy sought to obtain releases of age discrimination claims from its terminated employees without complying with applicable law. Among other things, Best Buy provided incomplete, misleading and inaccurate

demographic data regarding those selected for termination and those retained. Best Buy also refused requests from terminated employees for complete and accurate demographic data, failed to provide any demographic data regarding employees terminated and retained to some of the terminated employees, and failed to provide them with the required minimum period of days to consider Best Buy's proposed severance and release of claims.

118. Best Buy induced similarly situated former Best Buy employees to sign legally invalid releases of their claims for age discrimination.

119. As part of its pattern or practice of discrimination, Best Buy has failed to provide its older employees with consideration for employment opportunities, has refused to transfer older employees into open positions for which they were qualified and has refused to re-hire its former employees for positions for which they were qualified.

120. On information and belief, Best Buy destroyed or failed to retain documents and/or information relating to the job terminations in the IS Department, and discharged or otherwise retaliated against company employees who, in good faith, made internal reports or complaints about possible age discrimination by Best Buy.

121. In an article published on November 8, 2004, Best Buy's spokesperson stated that Best Buy's workforce skews young and that the average age of its corporate employees is just 29.

122. The aforesaid pattern or practice of age discrimination by Best Buy was willful.

123. The Plaintiffs are each 40 years of age or older, and are within the class of persons protected against age discrimination by the ADEA, 29 U.S.C. § 621, *et seq.*, and the MHRA, Minn. Stat. § 363A.02, *et seq.*

124. The Plaintiffs are among the former employees of Best Buy who have been adversely affected by the aforesaid pattern or practice of age discrimination.

Verne A. Hall

125. Hall was employed with Best Buy as a Software Engineer.

126. Hall was well qualified for his Software Engineer position and performed his duties in a proper, satisfactory and competent manner.

127. Best Buy terminated Hall's employment on or about October 14, 2003, when Hall, who was born on July 23, 1943, was 60 years old.

128. In connection with Hall's termination, Best Buy provided him with a letter that stated that Hall was employed most recently in the position of Engineer 4, Software and that this position was eliminated.

Erik M. Jochen

129. Jochen was employed with Best Buy as a Product Capability Manager.

130. Jochen was well qualified for his position as a Product Capability Manager and performed his duties in a proper, satisfactory and competent manner.

131. Best Buy terminated Jochen's employment on or about October 10, 2003, when Jochen, who was born on July 5, 1950, was 53 years old.

132. In response to Jochen's request for the truthful reason for his termination pursuant to Minn. Stat. § 181.933, Best Buy stated that his employment was terminated due to his failure to meet the expectations of his position as a Product Capability Manager of Subscription Vendor Maintenance.

Susan J. Aschenbeck

133. Aschenbeck was employed with Best Buy as a Software Engineer.

134. Aschenbeck was well qualified for her Software Engineer position and performed her duties in a proper, satisfactory and competent manner.

135. Best Buy terminated Aschenbeck's employment on or about June 14, 2004, when Aschenbeck, who was born on October 17, 1963, was 40 years old.

136. In connection with Aschenbeck's termination, Best Buy provided her with a letter that stated that Aschenbeck was employed most recently in the position of Engineer 3, Software and that this position was eliminated.

Donald P. Brennan

137. Brennan was employed with Best Buy as a Consultant.

138. Brennan was well qualified for his Consultant position and performed his duties in a proper, satisfactory and competent manner.

139. Best Buy terminated Brennan's employment on or about June 14, 2004, when Brennan, who was born on January 6, 1957, was 47 years old.

140. In connection with Brennan's termination, Best Buy provided him with a letter that stated that Brennan was employed most recently in the position of Consultant 1 and that this position was eliminated.

Roberta S. (Filler) Carlson

141. Carlson was employed with Best Buy as a Consultant.

142. Carlson was well qualified for her Consultant position and performed her duties in a proper, satisfactory and competent manner.

143. Best Buy terminated Carlson's employment on or about June 14, 2004, when Carlson, who was born on March 9, 1959, was 45 years old.

144. In connection with Carlson's termination, Best Buy provided her with a letter that stated that Carlson was employed most recently in the position of Consultant 4 and that this position was eliminated.

John J. Carney

145. Carney was employed with Best Buy as a Technical Consultant.

146. Carney was well qualified for his Technical Consultant position and performed his duties in a proper, satisfactory and competent manner.

147. Best Buy terminated Carney's employment on or about June 14, 2004, when Carney, who was born on March 9, 1954, was 50 years old.

148. In connection with Carney's termination, Best Buy provided him with a letter that stated that Carney was employed most recently in the position of Consultant 4, Technical and that this position was eliminated.

Fang-Pai Chen

149. Chen was employed with Best Buy as a Software Engineer.

150. Chen was well qualified for his Software Engineer position and performed his duties in a proper, satisfactory and competent manner.

151. Best Buy terminated Chen's employment on or about June 14, 2004, when Chen, who was born on June 16, 1947, was 56 years old.

152. In connection with Chen's termination, Best Buy provided him with a letter that stated that Chen was employed most recently in the position of Engineer 5, Software and that this position was eliminated.

Ronnie B. Clausen

153. Clausen was employed with Best Buy as a Software Engineer.

154. Clausen was well qualified for his Software Engineer position and performed his duties in a proper, satisfactory and competent manner.

155. Best Buy terminated Clausen's employment on or about June 14, 2004, when Clausen, who was born on September 5, 1957, was 46 years old.

156. In connection with Clausen's termination, Best Buy provided him with a letter that stated that Clausen was employed most recently in the position of Engineer 4, Software and that this position was eliminated.

David L. Draper

157. Draper was employed with Best Buy as a Delivery Project Manager.

158. Draper was well qualified for his Delivery Project Manager position and performed his duties in a proper, satisfactory and competent manner.

159. Best Buy terminated Draper's employment on or about June 14, 2004, when Draper, who was born on January 9, 1945, was 59 years old.

160. In connection with Draper's termination, Best Buy provided him with a letter that stated that Draper was employed most recently in the position of Mgr 3, Delivery Project Manager and that this position was eliminated.

Gary L. Flemino

161. Flemino was employed with Best Buy as a Software Engineer.

162. Flemino was well qualified for his Software Engineer position and performed his duties in a proper, satisfactory and competent manner.

163. Best Buy terminated Flemino's employment on or about June 14, 2004, when Flemino, who was born on February 26, 1942, was 62 years old.

164. In connection with Flemino's termination, Best Buy provided him with a letter that stated that Flemino was employed most recently in the position of Engineer 4, Software and that this position was eliminated.

Debra Jean Foster

165. Foster was employed with Best Buy as a Product Capability Manager.

166. Foster was well qualified for her Product Capability Manager position and performed her duties in a proper, satisfactory and competent manner.

167. Best Buy terminated Foster's employment on or about June 14, 2004, when Foster, who was born on September 23, 1957, was 46 years old.

168. In connection with Foster's termination, Best Buy provided her with a letter that stated that Foster was employed most recently in the position of Mgr 3, Product/Capability and that this position was eliminated.

Linda K. Giles

169. Giles was employed with Best Buy as a Product Capability Manager.

170. Giles was well qualified for her Product Capability Manager position and performed her duties in a proper, satisfactory and competent manner.

171. Best Buy terminated Giles' employment on or about June 14, 2004, when Giles, who was born on January 28, 1963, was 41 years old.

172. In connection with Giles' termination, Best Buy provided her with a letter that stated that Giles was employed most recently in the position of Mgr 3, Product/Capability and that this position was eliminated.

Janice B. Hanson

173. Hanson was employed with Best Buy as a Business analyst.