

174. Hanson was well qualified for her Business Analyst position and performed her duties in a proper, satisfactory and competent manner.

175. Best Buy terminated Hanson's employment on or about October 10, 2003, when Hanson, who was born on June 22, 1949, was 54 years old.

176. In connection with Hanson's termination, Best Buy provided her with a letter that stated that Hanson was employed most recently in the position of Analyst 1, Business and that this position was eliminated.

Richard W. Hartmann

177. Hartmann was employed with Best Buy as a Program Manager.

178. Hartmann was well qualified for his Program Manager position and performed his duties in a proper, satisfactory and competent manner.

179. Best Buy terminated Hartmann's employment on or about June 14, 2004, when Hartmann, who was born on December 28, 1960, was 43 years old.

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

Paul O. Holtan

181. Holtan was employed with Best Buy as a Software Engineer.

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

183. Best Buy terminated Holtan's employment on or about October 10, 2003, when Holtan, who was born on January 12, 1949, was 54 years old.

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

Andre M. Hudson

185. Hudson was employed with Best Buy as a Technical Analyst.

186. Hudson was well qualified for his Technical Analyst position and performed his duties in a proper, satisfactory and competent manner.

187. Best Buy terminated Hudson's employment on or about June 14, 2004, when Hudson, who was born on June 10, 1963, was 40 years old.

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

Oleg Ivanov

189. Ivanov was employed with Best Buy as a Project Manager.

190. Ivanov was well qualified for his Project Manager position and performed his duties in a proper, satisfactory and competent manner.

191. Best Buy terminated Ivanov's employment on or about June 14, 2004, when Ivanov, who was born on December 26, 1960, was 43 years old.

192. In connection with Ivanov's termination, Best Buy provided him with a letter that stated that Ivanov was employed most recently in the position of Mgr, Financial Ops & Analysis and that this position was eliminated.

Vaughn Edwen James

193. James was employed with Best Buy as a Software Engineer.

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

195. Best Buy terminated James' employment on or about October 10, 2003, when James, who was born on December 21, 1931, was 71 years old.

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

Hugh F. Juergens

197. Juergens was employed with Best Buy as a Product Capability Manager.

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

199. Best Buy terminated Juergens' employment on or about June 14, 2004, when Juergens, who was born on November 3, 1946, was 56 years old.

200. In response to Juergens' 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 in the Data Management COE.

Glen A. Juntti

201. Juntti was employed with Best Buy as a Delivery Project Manager.

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

203. Best Buy terminated Juntti's employment on or about June 14, 2004, when Juntti, who was born on December 6, 1948, was 55 years old.

204. In connection with Juntti's termination, Best Buy provided him with a letter that stated that Juntti was employed most recently in the position of Mgr 2, Delivery Project and that this position was eliminated.

Sharon L. Kelly

205. Kelly was employed with Best Buy as a Product Capability Manager.

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

207. Best Buy terminated Kelly's employment on or about October 10, 2003, when Kelly, who was born on March 12, 1953, was 50 years old.

208. In connection with Kelly's termination, Best Buy provided her with a letter that stated that Kelly was employed most recently in the position of Mgr 4, Product/Capability and that this position was eliminated.

Vladimir Kessler

209. Kessler was employed with Best Buy as a Technical Consultant.

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

211. Best Buy terminated Kessler's employment on or about June 14, 2004, when Kessler, who was born on May 2, 1960, was 43 years old.

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

Sally M. Kleiner

213. Kleiner was employed with Best Buy as a Technical Consultant.

214. Kleiner was well qualified for her Technical Consultant position and performed her duties in a proper, satisfactory and competent manner.

215. Best Buy terminated Kleiner's employment on or about October 10, 2003, when Kleiner, who was born on June 21, 1949, was 54 years old.

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

Randall S. Knox

217. Knox was employed with Best Buy as a Project Manager.

218. Knox was well qualified for his Project Manager position and performed his duties in a proper, satisfactory and competent manner.

219. Best Buy terminated Knox's employment on or about June 14, 2004, when Knox, who was born on November 26, 1946, was 57 years old.

220. In connection with Knox's termination, Best Buy provided him with a letter that stated that Knox was employed most recently in the position of Mgr 4, Delivery Project and that this position was eliminated.

Janet L. Lekson

221. Lekson was employed with Best Buy as an Administrative Assistant.

222. Lekson was well qualified for her Administrative Assistant position and performed her duties in a proper, satisfactory and competent manner.

223. Best Buy terminated Lekson's employment on or about June 14, 2004, when Lekson, who was born on July 16, 1952, was 51 years old.

224. In connection with Lekson's termination, Best Buy provided her with a letter that stated that Lekson was employed most recently in the position of Admin Assistant 3 and that this position was eliminated.

LaRae L. Lemon

225. Lemon was employed with Best Buy as a Product Capability Manager.

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

227. Best Buy terminated Lemon's employment on or about June 14, 2004, when Lemon, who was born on January 30, 1955, was 49 years old.

228. In connection with Lemon's termination, Best Buy provided her with a letter that stated that Lemon was employed most recently in the position of Mgr 4, Product/Capability and that this position was eliminated.

Shawn Xiao Liu

229. Liu was employed with Best Buy as a Technical Consultant.

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

231. Best Buy terminated Liu's employment on or about June 14, 2004, when Liu, who was born on March 16, 1962, was 42 years old.

232. In connection with Liu's termination, Best Buy provided him with a letter that stated that Liu was employed most recently in the position of Consultant 3, Technical and that this position was eliminated.

Esther G. Mazurek

233. Mazurek was employed with Best Buy as a Project Manager.

234. Mazurek was well qualified for her Project Manager position and performed her duties in a proper, satisfactory and competent manner.

235. Best Buy terminated Mazurek's employment on or about October 10, 2003, when Mazurek, who was born on September 5, 1957, was 46 years old.

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

Daniel J. McKenzie

237. McKenzie was employed with Best Buy as a Delivery Project Manager.

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

239. Best Buy terminated McKenzie's employment on or about June 14, 2004, when McKenzie, who was born on March 31, 1956, was 48 years old.

240. In connection with McKenzie's termination, Best Buy provided him with a letter that stated that McKenzie was employed most recently in the position of Mgr 4, Delivery Project and that this position was eliminated.

Thomas M. Noska

241. Noska was employed with Best Buy as a Delivery Project Manager.

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

243. Best Buy terminated Noska's employment on or about October 10, 2003, when Noska, who was born on April 26 1950, was 53 years old.

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

Roy D. Okins

245. Okins was employed with Best Buy as a Software Engineer.

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

247. Best Buy terminated Okins' employment on or about June 14, 2004, when Okins, who was born on September 3, 1946, was 57 years old.

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

Richard David Olund

249. Olund was employed with Best Buy as a Product Capability Manager.

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

251. Best Buy terminated Olund's employment on or about June 14, 2004, when Olund, who was born on November 8, 1954, was 49 years old.

252. In connection with Olund's termination, Best Buy provided him with a letter that stated that Olund was employed most recently in the position of Mgr 3, Best Practices and that this position was eliminated.

Gregory J. Pettis

253. Pettis was employed with Best Buy as a Product Capability Manager.

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

255. Best Buy terminated Pettis' employment on or about October 10, 2003, when Pettis, who was born on September 16, 1947, was 56 years old.

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

Joy G. Piao

257. Piao was employed with Best Buy as a Senior Business Analyst.

258. Piao was well qualified for her Senior Business Analyst position and performed her duties in a proper, satisfactory and competent manner.

259. Best Buy terminated Piao's employment on or about June 14, 2004, when Piao, who was born on February 16, 1960, was 44 years old.

260. In connection with Piao's termination, Best Buy provided her with a letter that stated that Piao was employed most recently in the position of Analyst 5, Business and that this position was eliminated.

Boris L. Rabichev

261. Rabichev was employed with Best Buy as a Database Analyst.

262. Rabichev was well qualified for his Database Analyst position and performed his duties in a proper, satisfactory and competent manner.

263. Best Buy terminated Rabichev's employment on or about June 14, 2004, when Rabichev, who was born on January 13, 1958, was 46 years old.

264. In connection with Rabichev's termination, Best Buy provided him with a letter that stated that Rabichev was employed most recently in the position of Analyst 2, Database and that this position was eliminated.

Joy M. Reinhart

265. Reinhart was employed with Best Buy as a Business Analyst.

266. Reinhart was well qualified for her Business Analyst position and performed her duties in a proper, satisfactory and competent manner.

267. Best Buy terminated Reinhart's employment on or about June 14, 2004, when Reinhart, who was born on July 8, 1953, was 50 years old.

268. In connection with Reinhart's termination, Best Buy provided her with a letter that stated that Reinhart was employed most recently in the position of Analyst 5, Business and that this position was eliminated.

JoAnn Baird Shoemaker

269. Shoemaker was employed with Best Buy as a Business Analyst.

270. Shoemaker was well qualified for her Business Analyst position and performed her duties in a proper, satisfactory and competent manner.

271. Best Buy terminated Shoemaker's employment on or about June 14, 2004, when Shoemaker, who was born on December 9, 1956, was 47 years old.

272. In connection with Shoemaker's termination, Best Buy provided her with a letter that stated that Shoemaker was employed most recently in the position of Analyst 5, Business and that this position was eliminated.

Kent D. Smith

273. Smith was employed with Best Buy as a Delivery Project Manager.

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

275. Best Buy terminated Smith's employment on or about June 14, 2004, when Smith, who was born on August 20, 1960, was 43 years old.

276. In connection with Smith's termination, Best Buy provided him with a letter that stated that Smith was employed most recently in the position of Mgr 2, Delivery Project and that this position was eliminated.

Lynette M. Steuck

277. Steuck was employed with Best Buy as a Delivery Project Manager.

278. Steuck was well qualified for her Delivery Project Manager position and performed her duties in a proper, satisfactory and competent manner.

279. Best Buy terminated Steuck's employment on or about June 14, 2004, when Steuck, who was born on March 31, 1953, was 51 years old.

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

Gregory K. Stoner

281. Stoner was employed with Best Buy as a Delivery Project Manager.

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

283. Best Buy terminated Stoner's employment on or about June 14, 2004, when Stoner, who was born on February 26, 1952, was 52 years old.

284. In connection with Stoner's termination, Best Buy provided him with a letter that stated that Stoner was employed most recently in the position of Mgr 2, Delivery Project and that this position was eliminated.

Billy S. Summers

285. Summers was employed with Best Buy as a Software Engineer.

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

287. Best Buy terminated Summers' employment on or about October 10, 2003, when Summers, who was born on May 31, 1942, was 61 years old.

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

Marina Vorobeychik

289. Vorobeychik was employed with Best Buy as a Consultant.

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

291. Best Buy terminated Vorobeychik's employment on or about October 10, 2003, when Vorobeychik, who was born on October 30, 1956, was 46 years old.

292. In connection with Vorobeychik's termination, Best Buy provided her with a letter that stated that Vorobeychik was employed most recently in the position of Consultant 2 and that this position was eliminated.

Richard L. Walstrom

293. Walstrom was employed with Best Buy as a Technical Consultant.

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

295. Best Buy terminated Walstrom's employment on or about June 14, 2004, when Walstrom, who was born on December 9, 1946, was 57 years old.

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

Philip B. Winters

297. Winters was employed with Best Buy as a Product Capability Manager.

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

299. Best Buy terminated Winters' employment on or about June 14, 2004, when Winters, who was born on February 10, 1962, was 42 years old.

300. In connection with Winters' termination, Best Buy provided him with a letter that stated that Winters was employed most recently in the position of Mgr 4, Product/Capability and that this position was eliminated.

Hong Yan

301. Yan was employed with Best Buy as a Software Engineer.

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

303. Best Buy terminated Yan's employment on or about June 14, 2004, when Yan, who was born on October 27, 1953, was 50 years old.

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

Ernest R. Zahradka

305. Zahradka was employed with Best Buy as a Delivery Project Manager.

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

307. Best Buy terminated Zahradka's employment on or about June 14, 2004, when Zahradka, who was born on November 17, 1962, was 41 years old.

308. In connection with Zahradka's termination, Best Buy provided him with a letter that stated that Zahradka was employed most recently in the position of Mgr 2, Delivery Project and that this position was eliminated.

Opt-In Plaintiffs

309. Each person similarly situated to the above-named Plaintiffs who affirmatively opts into this action by filing a notice was formerly employed by Best Buy in its corporate office in Minnesota. Each was well-qualified for the position or positions he or she held and performed his or her duties in a satisfactory and competent manner. Nevertheless, Best Buy terminated, demoted, forced to retire or resign, or otherwise adversely affected the employment of each such person in whole or in part due to his or her age.

COUNT ONE

ADEA REPRESENTATIVE ACTION

310. Plaintiffs incorporate herein by reference paragraphs 1 through 309, above.

311. This is a representative action under 29 U.S.C. §§ 626(b) & (c) and 29 U.S.C. § 216(b) by the above-named Plaintiffs and other similarly situated persons who opt into this action by filing an appropriate notice.

312. As set forth more fully above, Best Buy has engaged in an unlawful pattern or practice of age discrimination that has adversely affected the above-named Plaintiffs and other similarly situated present and former employees of Best Buy in the IS department and other departments or units, in violation of the ADEA, 29 U.S.C. § 621, *et. seq.*

313. The aforesaid unlawful pattern or practice of age discrimination by Best Buy is in willful violation of the ADEA.

314. The above-named Plaintiffs and others similarly situated were adversely affected by the aforesaid pattern or practice of unlawful, willful age discrimination by Best Buy.

315. By engaging in said unlawful and willful pattern or practice of age discrimination as described herein, Best Buy prevented the named Plaintiffs and other similarly situated employees from obtaining the income, pension, retirement and insurance benefits, and other compensation and benefits that they otherwise would have earned and received.

316. As a direct and proximate result of the aforesaid unlawful and willful pattern or practice of age discrimination by Best Buy in violation of the ADEA, each of the Plaintiffs has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation and lost retirement benefits, insurance benefits, and other employee benefits.

COUNT TWO

INDIVIDUAL AGE DISCRIMINATION CLAIMS - ADEA AND MHRA

317. Plaintiffs incorporate herein by reference paragraphs 1 through 316, above.

318. Best Buy discriminated against Hall because of his age in willful violation of the ADEA and MHRA by engaging in the aforesaid pattern or practice of age discrimination and by terminating Hall's employment in 2003.

319. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Hall, Hall has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

320. Best Buy discriminated against Jothan because of his age in willful violation of the ADEA and MHRA by engaging in the aforesaid pattern or practice of age discrimination and by terminating Jothan's employment in 2003.

321. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Jothan, Jothan has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

322. Best Buy discriminated against Aschenbeck because of her age in willful violation of the ADEA and MHRA by engaging in the aforesaid pattern or practice of age discrimination and by terminating Aschenbeck's employment in 2004.

323. As a direct and proximate result of Defendant's unlawful and willful age discrimination against Aschenbeck, Aschenbeck has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of

compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

324. Best Buy discriminated against Brennan because of his age in willful violation of the ADEA and MHRA by engaging in the aforesaid pattern or practice of age discrimination and by terminating Brennan's employment in 2004.

325. As a direct and proximate result of Defendant's unlawful and willful age discrimination against Brennan, Brennan has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

326. Best Buy discriminated against Carlson because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Carlson's employment in 2004.

327. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Carlson, Carlson has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

328. Best Buy discriminated against Carney because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Carney's employment in 2004.

329. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Carney, Carney has suffered damages in an amount to be determined at

trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

330. Best Buy discriminated against Chen because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Chen's employment in 2004.

331. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Chen, Chen has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

332. Best Buy discriminated against Clausen because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Clausen's employment in 2004.

333. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Clausen, Clausen has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

334. Best Buy discriminated against Draper because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Draper's employment in 2004.

335. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Draper, Draper has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

336. Best Buy discriminated against Flemino because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Flemino's employment in 2004.

337. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Flemino, Flemino has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

338. Best Buy discriminated against Foster because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Foster's employment in 2004.

339. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Foster, Foster has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

340. Best Buy discriminated against Giles because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Giles' employment in 2004.

341. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Giles, Giles has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

342. Best Buy discriminated against Hanson because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Hanson's employment in 2003.

343. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Hanson, Hanson has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

344. Best Buy discriminated against Hartmann because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Hartmann's employment in 2004.

345. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Hartmann, Hartmann has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost

retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

346. Best Buy discriminated against Holtan because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Holtan's employment in 2003.

347. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Holtan, Holtan has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

348. Best Buy discriminated against Hudson because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Hudson's employment in 2004.

349. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Hudson, Hudson has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

350. Best Buy discriminated against Ivanov because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Ivanov's employment in 2004.

351. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Ivanov, Ivanov has suffered damages in an amount to be determined at

trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

352. Best Buy discriminated against James because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating James' employment in 2003.

353. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against James, James has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

354. Best Buy discriminated against Juergens because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Juergens' employment in 2003.

355. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Juergens, Juergens has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

356. Best Buy discriminated against Juntti because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Juntti's employment in 2004.

357. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Juntti, Juntti has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

358. Best Buy discriminated against Kelly because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Kelly's employment in 2003.

359. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Kelly, Kelly has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

360. Best Buy discriminated against Kessler because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Kessler's employment in 2004.

361. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Kessler, Kessler has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

362. Best Buy discriminated against Kleiner because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Kleiner's employment in 2003.

363. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Kleiner, Kleiner has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

364. Best Buy discriminated against Knox because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Knox's employment in 2004.

365. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Knox, Knox has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

366. Best Buy discriminated against Lekson because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Lekson's employment in 2004.

367. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Lekson, Lekson has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary and other forms of compensation, lost retirement

benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

368. Best Buy discriminated against Lemon because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Lemon's employment in 2004.

369. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Lemon, Lemon has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

370. Best Buy discriminated against Liu because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Liu's employment in 2004.

371. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Liu, Liu has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

372. Best Buy discriminated against Mazurek because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Mazurek's employment in 2003.

373. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Mazurek, Mazurek has suffered damages in an amount to be determined at

trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

374. Best Buy discriminated against McKenzie because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating McKenzie's employment in 2004.

375. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against McKenzie, McKenzie has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

376. Best Buy discriminated against Noska because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Noska's employment in 2003.

377. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Noska, Noska has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

378. Best Buy discriminated against Okins because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Okins' employment in 2004.

379. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Okins, Okins has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

380. Best Buy discriminated against Olund because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Olund's employment in 2004.

381. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Olund, Olund has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

382. Best Buy discriminated against Pettis because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Pettis' employment in 2003.

383. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Pettis, Pettis has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

384. Best Buy discriminated against Piao because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Piao's employment in 2004.

385. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Piao, Piao has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

386. Best Buy discriminated against Rabichev because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Rabichev's employment in 2004.

387. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Rabichev, Rabichev has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

388. Best Buy discriminated against Reinhart because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Reinhart's employment in 2004.

389. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Reinhart, Reinhart has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost

retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

390. Best Buy discriminated against Shoemaker because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Shoemaker's employment in 2004.

391. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Shoemaker, Shoemaker has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

392. Best Buy discriminated against Smith because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Smith's employment in 2004.

393. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Smith, Smith has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

394. Best Buy discriminated against Steuck because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Steuck's employment in 2004.

395. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Steuck, Steuck has suffered damages in an amount to be determined at

trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

396. Best Buy discriminated against Stoner because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Stoner's employment in 2004.

397. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Stoner, Stoner has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

398. Best Buy discriminated against Summers because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Summers' employment in 2003.

399. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Summers, Summers has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

400. Best Buy discriminated against Vorobeychik because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Vorobeychik's employment in 2003.

401. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Vorobeychik, Vorobeychik has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

402. Best Buy discriminated against Walstrom because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Walstrom's employment in 2004.

403. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Walstrom, Walstrom has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

404. Best Buy discriminated against Winters because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Winters' employment in 2004.

405. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Winters, Winters has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

406. Best Buy discriminated against Yan because of her age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Yan's employment in 2004.

407. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Yan, Yan has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

408. Best Buy discriminated against Zahradka because of his age in willful violation of the ADEA and MHRA by, among other things, engaging in the aforesaid pattern or practice of age discrimination and by terminating Zahradka's employment in 2004.

409. As a direct and proximate result of Best Buy's unlawful and willful age discrimination against Zahradka, Zahradka has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

410. Best Buy also discriminated on the basis of age, in willful violation of the ADEA and MHRA, against each similarly situated person who may hereafter opt into this action, by engaging in the aforesaid pattern or practice of age discrimination and by terminating, demoting, forcing to retire or resign, or otherwise adversely effecting the employment of such persons. As a direct and proximate result thereof, each such person has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of

compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

COUNT THREE

OLDER WORKERS BENEFIT PROTECTION ACT

411. Plaintiffs incorporate herein by reference paragraphs 1 through 410, above.

412. This is a representative action under 29 U.S.C. §§ 626(b) & (c) and 29 U.S.C. § 216(b) by the above-named Plaintiffs and other similarly situated persons who opt into this action.

413. As set forth more fully above, Best Buy sought to obtain releases of age discrimination claims from the above-named Plaintiffs and other similarly situated employees without complying with the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f).

414. The above-named Plaintiffs and others similarly situated were adversely affected by Best Buy's failure to comply with the Older Workers Benefit Protection Act.

415. The above-named Plaintiffs and other similarly situated employees are entitled to a declaration from the Court that Best Buy failed to comply with the Older Workers Benefit Protection Act in seeking and obtaining releases of age discrimination claims and that, as a result, such releases are invalid, and to appropriate injunctive relief.

COUNT FOUR

AGE DISCRIMINATION – DISPARATE IMPACT

416. Plaintiffs incorporate herein by reference paragraphs 1 through 415, above.

417. This is a representative action under 29 U.S.C. §§ 626(b) & (c) and 29 U.S.C. § 216(b) by the above-named Plaintiffs and other similarly situated persons who opt into this action by filing an appropriate notice.

418. As set forth more fully above, Best Buy has utilized practices, policies and procedures that have disparately impacted the above-named Plaintiffs and other similarly situated present and former employees of Best Buy in the IS department and other departments or units, resulting in an unlawful pattern or practice of age discrimination in violation of the ADEA, 29 U.S.C. § 621, *et seq.*

419. The above-named Plaintiffs and others similarly situated were disparately impacted by the discriminatory practices, policies and procedures of Best Buy.

420. As set forth more fully above, Best Buy has utilized practices, policies and procedures that have also disparately impacted each of the above-named Plaintiffs because of his or her age in violation of the ADEA and the MHRA.

421. As a direct and proximate result of the aforesaid age discrimination by Best Buy, each of the Plaintiffs has suffered damages in an amount to be determined at trial, including, but not limited to, lost salary, bonuses, and other forms of compensation, lost retirement benefits, insurance benefits and other employee benefits, and damages for mental anguish and suffering.

JURY DEMAND

422. The Plaintiffs demand a trial by jury.

WHEREFORE, Plaintiffs request that the Court enter judgment in their favor and against Best Buy as follows:

1. Awarding each of the Plaintiffs back pay and benefits, together with interest thereon;
2. Restoring each of the Plaintiffs to positions comparable to the ones from which they were terminated or demoted or, in lieu of reinstatement, awarding each Plaintiff front pay and benefits for the period remaining until that person's expected retirement age;

3. Awarding each of the Plaintiffs liquidated damages pursuant to the ADEA in an amount equal to that person's back pay and benefits award, together with interest thereon;

4. Awarding each of the Plaintiffs all other damages recoverable under the MHRA, including compensatory damages, damages for mental anguish and suffering, treble damages and punitive damages;

5. For a declaration that the releases of age discrimination claims presented by Best Buy to Plaintiffs and other similarly situated employees of Best Buy are invalid as a matter of law, and for appropriate injunctive relief;

6. Awarding Plaintiffs attorneys fees and costs pursuant to 29 U.S.C. §§ 216(b) and 626(b); and Minn. Stat. § 363.14, subd. 3;

7. Awarding Plaintiffs prejudgment interest and their costs and disbursements herein; and

8. Awarding Plaintiffs such other and further relief as the Court and/or the jury deems equitable, appropriate and just.

Dated: December 23, 2004

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