

**IN THE SUPREME COURT OF THE TWELFTH JUDICIAL CIRCUIT,
IN AND FOR NEW YORK COUNTY, NEW YORK**

RENI SCOTT,

Case No. _____

Plaintiff,

vs.

BEST BUY CO., INC., a Minnesota
Corporation, and TAMALA DOE, an
Individual,

Defendants,

COMPLAINT

Plaintiff, RENI SCOTT (“Ms. Scott” or “Plaintiff”), sues BEST BUY CO., INC. (“Best Buy”) and TAMALA DOE (“Tamala”) and states:

I. INTRODUCTION

This lawsuit was filed because Best Buy allowed a computer hacker to access Ms. Scott’s personal computer and emails, steal her identity and financial information, and violate the privacy of her home.

In February 2018, Ms. Scott purchased a television from Best Buy. After receiving the television, Ms. Scott called Best Buy’s customer service for assistance. Ms. Scott spoke with the Best Buy customer service agent, but he was unable to resolve the issues. Consequently, the agent transferred Ms. Scott to a Sling TV representative.

After spending nearly an hour on the phone with the representative, Ms. Scott noticed that the camera on her laptop computer was flashing as though it was recording. At the same time, the representative, who had never met Ms. Scott, began to make sexually suggestive comments about her appearance. Confused and alarmed, Ms. Scott quickly ended the call and slammed her laptop shut.

As soon as Ms. Scott hung up the phone, she began to receive text message alerts for credit card charges on pornography websites. That is, the representative had stolen Ms. Scott's banking information and accessed her financial accounts to make these and other purchases. Worse yet, he had spied on Ms. Scott through her laptop's built-in camera, while she was in the privacy of her bedroom.

Ms. Scott now faces years of constant surveillance of her financial and personal records, professional monitoring of her identity, and the fear of hackers who know where she lives, what she looks like, and possess her most sensitive information. The negligence of Best Buy's customer service allowed a hacker to gain access to not only Ms. Scott's personal financial information, but also her bedroom. Ms. Scott brings this action to recover the damages caused by Best Buy's grossly negligent conduct.

II. PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages that exceed \$15,000, exclusive of interest, attorneys' fees, and costs.
2. Plaintiff is an individual residing in New York County, New York.
3. Defendant Best Buy is a Minnesota corporation registered to and conducting business in New York, with Department of State ID 1859626. Best Buy is a nationwide retailer and servicer of electronics.
4. Defendant Tamala is an individual residing in New York County, NY.¹ Tamala was the Best Buy customer service agent that transferred Plaintiff to the Sling TV representative.
5. Venue is proper in New York County, NY, because the Plaintiff purchased a television online at her residence in New York County, NY, Defendant Best Buy has stores in New

¹ Despite Plaintiff's due diligence, Tamala's last name is currently unknown. Pursuant to CPLR §1024, Plaintiff will amend after further discovery reveals Tamala's last name.

York County, NY, Defendant Tamala lives in New York County, New York, and because the wrongful acts were committed in New York County, New York as described below.

III. GENERAL ALLEGATIONS

A. Plaintiff Buys a Television from Best Buy and Contacts Best Buy Customer Service.

6. On February 23, 2018, Plaintiff purchased an LG 43 Diag LED 2160p Smart 4k Ultra HD TV from BestBuy.com. Plaintiff also purchased a two-year service contract: Standard Geek Squad Protection. The order numbers is BBY01-805532465393. [Order Email is attached as **Exhibit A.**]

7. On February 26, 2018, Plaintiff received an email from Best Buy advertising a “special... for 30 days of FREE Sling TV service.” Best Buy’s email included instructions to redeem the offer and instructed Plaintiff to contact Best Buy “with additional questions at 1-888-BEST-BUY (1-888-237-8289).” [Sling TV Email attached as **Exhibit B.**]

8. On February 28, 2018, Plaintiff’s television was delivered to her apartment in Upper Manhattan.

9. After receiving the television, Plaintiff was unable to successfully redeem Best Buy’s offer for thirty days of Sling TV. Consequently, on March 10, 2018, Plaintiff contacted Best Buy’s customer service number contained in the February 26, 2018 email.

10. Plaintiff spoke on the phone with multiple Best Buy employees who could not resolve the issue, and she was eventually connected with a Best Buy employee, Tamala, who also attempted to fix the issue with the television.

B. Best Buy Customer Service Transfers Plaintiff Directly to a Hacker.

11. Unable to solve the issue, Tamala placed Plaintiff on hold and allegedly performed a Google search for a number for Sling TV.

12. Tamala called the number he found, spoke with someone by the name of Derrick, and gave him Plaintiff's account information.

13. Tamala then put Derrick on hold and resumed the call with Plaintiff.

14. Tamala told Plaintiff that he had Derrick from Sling TV's customer service on the line, and proceeded to transfer the call with Plaintiff directly to Derrick.

C. The Hacker Steals Plaintiff's Financial Information and Spies on Her.

15. Plaintiff spoke with Derrick, believing that he was a Sling TV customer service representative and, accordingly, she gave Derrick information regarding her television and computer.

16. Derrick used this information to remotely access her computer.

17. Derrick reassured Plaintiff that he was locating the Best Buy order form to see what was generated by Best Buy. Plaintiff, having been connected directly to Derrick by Best Buy, naturally assumed that everything was aboveboard.

18. After being on the phone for forty minutes, Derrick told Plaintiff she looked sexy. Plaintiff was in her bed in her nightwear and became extremely alarmed as she heard this and noticed her laptop's camera light was on.

19. Immediately, Plaintiff tried to power down her laptop to stop Derrick's invasion, but her computer was unresponsive because the hackers had control of it.

20. Plaintiff then slammed her laptop shut and hung up the phone.

21. Upon ending the call with Derrick, Plaintiff received an alert from her bank stating that there were suspicious charges on her account.

22. The hackers had stolen Plaintiff's banking information and purchased pornography.

23. Plaintiff also received an alert that the hackers were using her credit card information on Amazon.

24. Plaintiff's Pay Pal account that she used for business was also accessed and accordingly, Plaintiff had to terminate the account.

25. Plaintiff then called Best Buy customer service and informed them of what transpired, only to have a Best Buy tell her that she was overreacting.

D. Plaintiff's Life is Permanently Changed by the Violation of Her Privacy.

26. Plaintiff had to pay Hewlett Packard to wipe and repair her brand new laptop because of the hackers.

27. Plaintiff must now constantly surveil her personal and financial accounts to discover any further fraudulent transactions as a result of Best Buy's gross negligence.

28. Plaintiff also faces continual fear that the video the hackers took in her bedroom has circulated. She also dreads what the hackers may do next, since they know where she lives, her personal identifying information, and what she looks like.

29. Plaintiff's financial and emotional damages are significant and permanent.

30. Plaintiff brings this lawsuit to remedy the damages caused by Best Buy and its employee.

31. All conditions precedent to the relief requested herein have been performed, have occurred, or have been waived.

32. Plaintiff has retained the law firm of Morgan & Morgan, P.A. to represent her in this matter and has agreed to pay the firm a reasonable fee for its services.

**COUNT I
(Breach of Fiduciary Duty)**

33. Plaintiff re-alleges and incorporates herein paragraphs 1-32 above.

34. This is an action for breach of fiduciary duty.

35. Plaintiff and Defendants shared a relationship whereby: (a) Plaintiff reposed trust and confidence in Defendants; and (b) Defendants undertook such trust and confidence and assumed a duty to advise, counsel, or protect Plaintiff.

36. Specifically, Plaintiff reposed trust and confidence in Defendants by purchasing a television and service package from Defendant Best Buy, by calling Defendants' customer support line for technical assistance when the television was not working, and in trusting that Defendants were transferring her to a legitimate agent for Sling TV; and Defendants undertook Plaintiff's trust and confidence and assumed a duty to provide technical support and to protect Plaintiff's information.

37. Defendants breached their duty by not properly transferring Plaintiff to a Sling TV representative, but, instead, sending Plaintiff to a hacker, while assuring Plaintiff that the hacker was in fact a trustworthy Sling TV representative.

38. As a direct and proximate result of Defendants' breach of fiduciary duty, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, punitive damages, interest, costs, and for such further relief as this Court deems proper.

COUNT II
(Negligence)

39. Plaintiff re-alleges and incorporates herein paragraphs 1-32 above.

40. This is an action for negligence.

41. Defendants, as a merchant of electronics and supplier of technical support, owed a duty to Plaintiff to keep her information private and ensure that anyone it transferred Plaintiff to was a legitimate representative.

42. Defendants breached their duty by failing to confirm the identity of the Sling TV service representative, and by transferring Plaintiff to hackers after supplying Plaintiff's information to them.

43. As a direct and proximate result of Defendants' breach, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, punitive damages, interest, costs, and for such further relief as this Court deems proper.

COUNT III
(Gross Negligence)

44. Plaintiff re-alleges and incorporates herein paragraphs 1-32 above.

45. This is an action for gross negligence.

46. Defendants, as merchants of electronics and suppliers of technical support, owed a duty to Plaintiff to keep her information private and ensure that anyone it transferred Plaintiff to was a legitimate representative.

47. Defendants breached their duty by failing to confirm the identity of the Sling TV service representative, and by transferring Plaintiff to hackers after supplying Plaintiff's information to them.

48. Defendants' conduct evinced a reckless disregard for the rights of Plaintiff because it failed to make sure that it was contacting the right customer support, gave the fraudulent customer support agent Plaintiff's account information, and reassured Plaintiff the alleged Sling TV representative was legitimate, without actually contacting Sling TV or otherwise verifying the representative's identity.

49. As a direct and proximate result of Defendants' breach, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, punitive damages, interest, costs, and for such further relief as this Court deems proper.

COUNT IV

(Intrusion upon Seclusion)

50. Plaintiff re-alleges and incorporates herein paragraphs 1-32 above.

51. This is an action for intrusion upon seclusion.

52. Defendants intruded upon Plaintiff's seclusion by intentionally giving personal and account information to, and transferring Plaintiff directly to, someone purporting to be a Sling TV customer service representative, who turned out to be an imposter and a hacker.

53. Because of Defendants' intrusion, Plaintiff was spied on in her own bedroom in nightwear and her financial and personal identification was stolen.

54. This intrusion is highly offensive to a reasonable person and Plaintiff has suffered as a result of Defendants' intrusion.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, punitive damages, interest, costs, and for such further relief as this Court deems proper.

Demand for Jury Trial

Plaintiff hereby demands a trial by jury of all actions so triable.

Dated: November 27, 2019

MORGAN & MORGAN, P.A.
Business Trial Group

*/s/William B. Lewis*_____

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