

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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BBY SOLUTIONS, INC.,  
Plaintiff,

Civil Action No.

v.

**JURY TRIAL DEMANDED**

Richard Sims d/b/a United  
Technologies; Geek Patrol, a division  
of United Technologies; and William  
Sims d/b/a Certified Technologies  
Defendants.

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**COMPLAINT**

The Plaintiff, BBY SOLUTIONS, INC., by way of complaint against the Defendants, states and alleges as follows:

1. BBY Solutions, Inc. (“BBY Solutions”) is a Minnesota corporation having its principal place of business in Richfield, Minnesota, and therefore is deemed a citizen of the State of Minnesota. BBY Solutions, a wholly-owned subsidiary of Best Buy Enterprise Solutions, Inc., which is a wholly-owned subsidiary of Best Buy Co., Inc., (collectively “Best Buy”), owns the intellectual property at issue herein. Best Buy, a multi-national consumer electronics retailer, owns and operates GEEK SQUAD®, a 24 hour computer support service and North America’s largest technology support organization.

2. Defendant Richard Sims d/b/a United Technologies is the owner of a Missouri based company with his principal place of business at 215 Gage Street, Suite J13, Hollister, Missouri, and 23441 Golden Springs Dr., Diamond Bar, California, and is therefore deemed a citizen of Missouri and California. Upon information and belief, Defendant Geek Patrol is a division of United Technologies with a principal place of business at 215 Gage Street, Suite J13, Hollister, Missouri, and 23441 Golden Springs Dr., Diamond Bar, California, and is therefore deemed a citizen of Missouri and California. Defendant William Sims d/b/a Certified Technologies is the owner of a Missouri based company with his principal place of business at 215 Gage Street, Suite J13, Hollister, Missouri, and is therefore deemed a citizen of Missouri.

3. This cause of action arises under the Federal Trademark Act, 15 U.S.C. §§ 1051 - 1127. Jurisdiction is founded on 28 U.S.C. §§ 1331, 1338 and 1367 as well as 15 U.S.C. § 1121. Jurisdiction is also founded on 28 U.S.C. § 1332 because this is a civil action where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.

**COUNT I**  
**FEDERAL TRADEMARK INFRINGEMENT**

4. BBY Solutions is the owner of the following federal trademark Registration Nos.: (collectively “GEEK SQUAD Marks”)

2,744,658 for the mark GEEK SQUAD®

1,943,643 for the mark GEEK SQUAD® (+ design)

The registrations were issued in compliance with law. True and correct copies are attached as Exhibit A. The GEEK SQUAD Marks are incontestable under 15 U.S.C. § 1065.

5. Best Buy, and their predecessors in interest, has continuously used the GEEK SQUAD Marks in interstate commerce for computer services including, but not limited to, computer installation and repair, design of computers, computer software and computer networks since 1994. The GEEK SQUAD Marks are each distinctive, and each generates a strong following and recognition among consumers.

6. Since 1994, Best Buy, and their predecessors in interest, has given notice of its rights in the GEEK SQUAD Marks by using the appropriate designation symbol in connection with each mark.

7. Best Buy, and their predecessors in interest, through continuous and uninterrupted use of the GEEK SQUAD Marks, has earned a reputation for knowledgeable, courteous, and outstanding customer service, as well as quality products. This reputation, goodwill and name recognition have been derived, in part, from its commitment to service, satisfaction, and quality. This reputation, goodwill, trademarks, and name recognition are valuable assets to Best Buy.

8. Best Buy, and their predecessors in interest, has expended a substantial amount of money and effort in advertising and promoting the GEEK SQUAD Marks.

Best Buy's substantial promotional, advertising, publicity, and public relations activities further promote the recognition and goodwill associated with its GEEK SQUAD Marks. These activities include television, print media, billboard, online, radio, newspaper advertisements, outdoor mobile advertising, such as on GEEK SQUAD® vehicles, and any and all other advertising media.

9. Defendants began using the names Geek Squad, Geek Patrol and Geek Patrol Squad long after Best Buy and their predecessors in interest first used the GEEK SQUAD Marks, in violation of Best Buy's rights. For example, Defendants registered the domain name "thegeekpatrol.biz" on or about November 9, 2007. Exhibit B. An online directory lists two telephone numbers associated with Defendants under the name "Geek Squad." Exhibit C. Another online directory associated with Defendants states: "GEEK PATROL we can send a SQUAD of geeks to you repair install network internet we are your best buy." Exhibit D.

10. Best Buy began to receive complaints about Defendants' service from customers who believed they had purchased services from Best Buy. Defendants informed customers that they were affiliated with Best Buy's GEEK SQUAD® and that they performed overflow work for Best Buy, both of which are false.

11. Defendants have been made aware of Best Buy's prior rights in the GEEK SQUAD Marks. Defendants received two cease and desist letters in 2007 and another in 2009. Defendants were aware of Best Buy's prior use of the GEEK SQUAD Marks

when they decided to use and expand their use of “Geek Squad,” “Geek Patrol,” and “Geek Squad Patrol.” In addition, Defendants have had constructive notice of Best Buy’s rights through Best Buy’s use of the ® symbol in connection with its GEEK SQUAD Marks since before Defendants began their infringing use.

12. These activities have caused and are continuing to cause actual confusion in the marketplace. Such actual confusion has taken the form of customer complaints to Best Buy. This actual confusion has further damaged the reputation and goodwill embodied in Best Buy’s GEEK SQUAD Marks. Defendants are aware of such actual confusion.

13. The Defendants have used marks confusingly similar to Best Buy’s federally-registered GEEK SQUAD Marks in connection with the advertising, promotion, and/or sale of goods/services identical to or closely related to the goods/services of Best Buy without the consent of Best Buy in a manner which is likely to cause (and has actually caused) confusion, to cause mistake, or to deceive as to source or origin among purchasers and/or users of those goods/services.

14. The Defendants’ actions constitute trademark infringement under 15 U.S.C. § 1114. Defendants’ actions were taken in willful, deliberate, and/or intentional disregard of Best Buy’s rights. The case is exceptional under the Lanham Act.

15. Best Buy has been damaged by the actions of the Defendants in an amount which is undetermined but believed to be in excess of \$75,000, exclusive of interest and

costs. If the acts of Defendants are allowed to continue, Best Buy will continue to suffer irreparable injury for which it has no adequate remedy at law.

**COUNT II**  
**FEDERAL UNFAIR COMPETITION**

16. The cause of action set forth herein arises under the Lanham Act of the United States, 15 U.S.C. §§ 1051 - 1127.

17. BBY Solutions repeats and realleges paragraphs 1-15 in Count I.

18. In addition to the facts pled above, the Defendants have also used several toll-free numbers listed in such a way so that they were affiliated with the marks “Geek Squad,” “Geek Squad Patrol,” and “Geek Patrol,” to misdirect and confuse customers into believing they are doing business with, in association with, or affiliated with Best Buy’s GEEK SQUAD®. All of which are false.

19. The Defendants’ acts constitute a willful false designation of origin and misrepresentation in violation of 15 U.S.C. § 1125(a).

**COUNT III**  
**COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR**  
**COMPETITION**

20. This cause of action arises under Minnesota's common law of trademark infringement and unfair competition, and other states where defendants are conducting their activities. Jurisdiction is founded upon 28 U.S.C. §§ 1332 and 1338 or

alternatively, under supplemental jurisdiction as stated in 28 U.S.C. § 1367 or upon principles of pendent and ancillary jurisdiction. The amount in controversy for this Court exceeds \$75,000, exclusive of interest and costs.

21. BBY Solutions repeats and realleges the foregoing paragraphs 1-19.

22. Defendants' activities complained of constitute infringement of BBY Solutions' common law rights in the state of Minnesota, and other states where defendants are conducting their activities, and unfair competition.

23. Defendants' actions have been conducted maliciously, deliberately, and intentionally to divert sales from Best Buy and inflict injury on Best Buy.

**COUNT IV**  
**DECEPTIVE TRADE PRACTICES ACT**

24. This cause of action arises under the Minnesota's Deceptive Trade Practices Act, Minn. Stat. § 325D.44 et seq.

25. BBY Solutions repeats and realleges the foregoing paragraphs 1-23.

26. Defendants' activities complained of constitute violations of the Minnesota Deceptive Trade Practices Act, Minn. Stat. § 325D.44 et seq.

**COUNT V**  
**UNJUST ENRICHMENT**

27. BBY Solutions repeats and realleges the foregoing paragraphs 1-26.

28. Defendants' activities complained of constitute unjust enrichment of defendants at Best Buy's expense.

WHEREFORE, BBY SOLUTIONS, INC. prays that the Court enter an order:

A. Preliminarily and permanently enjoining and restraining the Defendants, their directors, officers, agents, servants, employees, subsidiaries, affiliates, and all persons in active concert or participation with, through, or under Defendants, at first during the pendency of this action and thereafter perpetually:

1. from committing any acts of unfair competition and from implying a false designation of origin or a false description or representation with respect to BBY Solutions' GEEK SQUAD Marks;
2. from committing any acts of unfair competition by passing off or inducing or enabling others to sell or pass off goods/services which are not Best Buy's goods/services as those of Best Buy;
3. from using in any manner packaging, labels, signs, literature, display cards, or other packaging, advertising, or promotional materials, or other materials related to the Defendants' goods/services, bearing the words "Geek," "Geek Squad," "Geek Patrol," "Geek Squad Patrol" and any other mark, word, or name confusingly similar to BBY Solutions' GEEK SQUAD Marks;
4. from making any statements on promotional materials or advertising for the Defendants' goods/services which are false or misleading as to source or origin; and

5. from committing any acts of deceptive or unlawful trade practices calculated to cause members of the trade or purchasing public to believe that Defendants' goods/services are the goods/services of Best Buy or sponsored by or associated with, or related to, or connected with, or in some way endorsed or promoted by Best Buy under the supervision or control of Best Buy.

B. An order requiring that the Defendants deliver up to BBY Solutions any and all containers, signs, packaging materials, printing plates, and advertising or promotional materials and any materials used in the preparation thereof, which in any way unlawfully use or make reference to "Geek," "Geek Squad," "Geek Patrol," "Geek Squad Patrol" in connection with Defendant's goods/services.

C. An order requiring that Defendants, within thirty (30) days after service of notice in entry of judgment or issuance of an injunction pursuant thereto, file with the Court and serve upon the BBY Solutions' counsel a written report under oath setting forth details of the manner in which Defendants have complied with the Court's order pursuant to paragraphs A and B above.

D. An order requiring Defendants to account and pay over to BBY Solutions all damages sustained by Best Buy, including loss of goodwill, Defendants' profits, BBY Solutions' attorneys fees, and costs, and ordering that the amount of damages awarded BBY Solutions be increased three times the amount thereof.

- E. An order transferring ownership of the domain name [www.thegeekpatrol.biz](http://www.thegeekpatrol.biz) from Defendants to BBY Solutions.
- F. An order prohibiting Defendants from establishing or using or advertising any telephone number affiliated with or advertised as having a connection to “Geek,” “Geek Squad,” “Geek Patrol,” and “Geek Squad Patrol.”
- G. Awarding BBY Solutions such other relief as the Court may deem just and proper.

BBY SOLUTIONS, INC.,

By its attorneys,

Dated: July 16, 2009

s/ Anthony R. Zeuli

Anthony R. Zeuli

Thomas J. Leach

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