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11
12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **SAN JOSE DIVISION**

15
16 **CASSANDRA EDWARDS,**

17 **Plaintiff, on behalf of herself**
18 **and all others similarly**
19 **situated,**

20 **vs.**

21 **APPLE INC. AND APPECARE SERVICE**
COMPANY, INC.,

22 **Defendants.**

Case No.: _____

CLASS ACTION COMPLAINT

23 **Introduction**

24 1. When someone trades in or returns an Apple device, Apple is supposed to stop
25 charging AppleCare+ subscription fees for that device. That is what the AppleCare+ agreements
26 require and what consumers expect. Having traded in an Apple device, consumers have no need
27 to pay for protection or support on that device. Instead of honoring the agreement and

1 consumers' expectations, Apple kept charging Plaintiff and members of the Class she seeks to
2 represent for AppleCare+ subscriptions tied to devices Apple knew they no longer owned. In
3 Plaintiff's case, Apple kept collecting monthly fees for years after the trade-in, amounting to
4 hundreds of dollars. At the same time, Apple also charged Plaintiff and members of the Class
5 new monthly AppleCare+ subscription fees for their new devices.

6 2. Apple knows when a device covered by an AppleCare+ contract has been traded
7 in or returned. Apple ties AppleCare+ to a particular device by serial number, it charges fees by
8 device, and services are available under the contract only in connection with that device. When
9 consumers like Plaintiff sign up for a monthly AppleCare+ subscription at purchase, Apple
10 automatically enrolls their specific device in AppleCare+ and begins charging fees as soon as it
11 ships. Apple also tracks trade-ins and returns by serial number. It would be just as easy for Apple
12 to automatically turn off AppleCare+ fees when a consumer trades in or returns a device as it is
13 for Apple to automatically start the fees on purchase. But it would be far less profitable.

14 3. It is wrong for Apple to charge consumers for AppleCare+ tied to devices that
15 Apple knows they no longer own. Apple's own trade-in terms require consumers to relinquish
16 ownership of the covered devices forever. AppleCare+ is an extended warranty and service
17 contract that is worthless to the consumer without the covered device. Charging for AppleCare+
18 after a trade-in is pure profit for Apple because it cannot incur any replacement, repair, or
19 support-related costs for a device that is out of circulation. For Apple, it's money for nothing.
20 For consumers, it's one more obstacle to making ends meet. For both sides, these charges add up.

21 4. As set out below, Apple breached its contracts with consumers, violated
22 applicable consumer protection laws, and unjustly enriched itself at its customers' expense. On
23 behalf of herself and the Class, Plaintiff seeks to recover all damages caused by Apple's
24 wrongful conduct, injunctive relief requiring Apple to stop charging consumers for AppleCare+
25 on devices that have been traded in or returned, punitive damages, and attorneys' fees.

1 **Jurisdiction and Venue**

2 5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
3 1332(d)(2) because at least one class member is of diverse citizenship from Defendant, there are
4 more than 100 class members, and upon information and belief, the aggregate amount in
5 controversy exceeds \$5,000,000.

6 6. This Court has personal jurisdiction over Defendant Apple, Inc. because it is a
7 California corporation, its principal place of business is in California, and it has conducted and
8 continues to conduct business in California.

9 7. This Court has personal jurisdiction over Defendant AppleCare Service Company,
10 including its “dba” entity Apple CSC, because its principal place of business is in California, and
11 it has conducted and continues to conduct business in the State of California.

12 8. Venue is proper in this District under 28 U.S.C. § 1391 because the events that
13 gave rise to the claims occurred in substantial part in this District.

14 9. Venue is proper in this Court with respect to California’s Consumer Legal
15 Remedies Act (“CLRA”) because Defendants’ principal place of business is within a county
16 within this District. The affidavit required by Cal. Civ. Code § 1780(d) is attached as an exhibit
17 to this Complaint.

18 10. Upon information and belief, Defendants substantially developed and determined
19 the language and terms used in the AppleCare+ contracts in California.

20 11. Upon information and belief, all or substantially all marketing decisions related to
21 AppleCare+ were made in California.

22 12. Upon information and belief, all or substantially all policies and procedures
23 related to AppleCare+ were developed in California, including all policies and procedures related
24 to trade-ins, returns, and cancellation.

25 **Parties and Standing**

26 13. Plaintiff Cassandra Edwards is a resident of Florida. On October 16, 2020, Ms.
27 Edwards ordered an iPhone 12 Pro with the serial number F17DH22G0D88 from Apple. When

1 she purchased the device, she also ordered AppleCare+, and Apple notified her that a
2 subscription to “AppleCare+ with Theft and Loss for iPhone 12 Pro” was “[a]utomatically
3 registered with your Apple hardware” at a cost of \$13.49/mo, which would begin when Apple
4 shipped the device. Every month thereafter, Plaintiff received a “Receipt & Renewal Notice”
5 from Apple for AppleCare+ with charges of \$14.19 (the \$13.49 fee plus \$0.70 tax) that were
6 specifically tied to Ms. Edwards’ device with serial number F17DH22G0D88. On November 26,
7 2021, Ms. Edwards started the trade-in process directly with Apple through Apple’s official
8 trade-in program. On January 8, 2022, Ms. Edwards completed the trade-in process, and Apple
9 acknowledged that she had traded in her device with the serial number F17DH22G0D88. Apple
10 also informed Ms. Edwards that “[a]t this point, if you decide to return your new Apple product,
11 we will not be able to return your trade-in device to you.” As part of this trade-in transaction,
12 Apple sold Ms. Edwards a new phone with a new serial number, it sold and automatically
13 enrolled her in an AppleCare+ subscription connected to that new device, and it began charging
14 her a new monthly subscription fee for AppleCare+ for the new device. At the same time, Apple
15 continued to charge Ms. Edwards—and Ms. Edwards continued to unwittingly pay—for the
16 AppleCare+ subscription tied to device F17DH22G0D88 every month from February 2022
17 through July 2024, when Ms. Edwards realized that these charges were for her old phone and
18 formally complained to Apple and sought refunds. Apple provided certain refunds after multiple
19 levels of review but did not provide any compensation for the lost time value of money.

20 14. Apple, Inc. is a California corporation with its principal place of business located
21 at One Apple Park Way, Cupertino, California, 95014.

22 15. AppleCare Service Company, Inc., an Arizona corporation, is a subsidiary of
23 Apple with its principal place of business located at One Apple Park Way, Cupertino, California,
24 95014. AppleCare Service Company does business as Apple CSC Inc. in the state of Texas.

25 16. As explained further below, Defendants are both named in the AppleCare+ Terms
26 and Conditions and each have defined responsibilities that relate directly to the claims of
27 Plaintiff and the Class she seeks to represent.

1 **Factual Allegations**

2 ***Background***

3 17. Apple is one of the most sophisticated consumer product companies in the world.
4 Apple designs, manufactures, and markets mobile communication and media devices, personal
5 computers, and portable digital music players, and it sells a variety of related software, services,
6 accessories, networking solutions, and third-party digital content and applications.

7 18. Apple’s flagship product, the iPhone, is the most popular smartphone brand in the
8 United States, with an estimated market share around 50%. Apple also sells a variety of other
9 popular devices, such as the iPad tablet and Mac computers.

10 19. Apple has a loyal customer following for its devices, and it markets and sells a
11 variety of services to consumers who use its devices and operating systems. Over time, Apple
12 has expanded the interconnected ecosystem of devices and services that it offers to its customers.

13 20. Among consumer product companies, Apple has virtually unparalleled knowledge
14 of who its customers are, which Apple devices and products they own and use, and how much
15 money Apple is collecting from those customers on a real-time basis.

16 21. One of the services that Apple sells to its customers is AppleCare+. According to
17 Apple, “[m]ost Apple hardware comes with a one-year limited warranty and up to 90 days of
18 complimentary technical support.”¹ Apple encourages consumers who want to “extend your
19 coverage further” to “purchase AppleCare+.”² “Both AppleCare+ and AppleCare+ with Theft
20 and Loss extend that coverage and give you additional features such as 24/7 priority tech support
21 and accidental damage protection.”³

22 22. Apple emphasizes to consumers that one of the benefits of AppleCare+ is that
23 Apple provides “a truly integrated system” because “Apple designs iPhone, iOS, and many
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26 ¹ <https://www.apple.com/support/products/> (last accessed August 14, 2024).

27 ² *Id.*

³ <https://www.apple.com/support/products/iphone/> (last accessed August 14, 2024).

1 applications.”⁴ This integrated approach has been a great success for Apple; it is currently the
2 largest company in the world by market capitalization with such a large stockpile of cash on
3 hand that the investing press views it as a “problem.”⁵

4 *AppleCare+ Terms and Conditions*

5 23. Consumers’ purchases of AppleCare+ are subject to Terms and Conditions that
6 Apple publishes on its website.⁶ Since at least July 15, 2020, all devices for which Apple offers
7 AppleCare+ have been covered by a single set of Terms and Conditions, which Apple has
8 updated over the years.⁷ Apple’s Terms and Conditions define the AppleCare+ contract as “the
9 Plan.”

10 24. Throughout this period, Apple’s Terms and Conditions have provided that the
11 Plan applies only to “Covered Equipment.” In turn, Apple defines “Covered Equipment” as the
12 device “listed on your Plan Confirmation”—the “Covered Device”—plus certain defined
13 accessories and, at times, connectivity devices associated with the Covered Device.

14 25. Apple assigns each device it sells a serial number, and each purchase of
15 AppleCare+ is tied to the device’s serial number. In other words, each “Covered Device” has its
16 own serial number, and Apple tracks which specific Apple devices in circulation are “Covered
17 Devices” under an AppleCare+ contract by using that number.

18 26. Over time, Apple has offered AppleCare+ contracts of different lengths,
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21 ⁴ *Id.*

22 ⁵ See, e.g., <https://www.morningstar.com/markets/what-apples-cash-problem-means-its-stock-investors> (May 10,
23 2023: “Apple AAPL has a problem that most of us would love: It has too much cash.”) (last accessed August 14,
24 2024); <https://www.fool.com/investing/2024/05/05/apple-has-a-problem-and-investors-should-love-it/> (May 5,
2024: “Some problems are good ones to have. That’s the story with Apple. The iPhone maker has too much cash on
its hands. As of March 30, 2024, Apple’s cash, cash equivalents, and marketable securities totaled \$162.3 billion.”)
(last accessed August 14, 2024).

25 ⁶ <https://www.apple.com/legal/sales-support/applecare/applecareplus/us/> (last accessed August 14, 2024).

26 ⁷ See, e.g., https://www.apple.com/legal/sales-support/applecare/applecareplus/071520_applecareplus_us.pdf (Terms
and Conditions effective July 15, 2020, for Apple Watch, HomePod, iPad, iPhone, iPod, and Headphones) (last
27 accessed August 14, 2024); [https://www.apple.com/legal/sales-
support/applecare/applecareplus/2406/240618_applecareplus_us.pdf](https://www.apple.com/legal/sales-support/applecare/applecareplus/2406/240618_applecareplus_us.pdf) (Terms and Conditions effective June 20, 2024,
for Apple TV, Apple Watch, Headphones, HomePod, iPad, iPhone, and iPod) (last accessed August 14, 2024).

1 sometimes limited by device, including monthly subscriptions, annual subscriptions, and fixed-
2 term plans. At all relevant times, the contract has set a “Plan Term” for monthly subscriptions of
3 one month that “will automatically renew each month unless cancelled as set forth in the
4 ‘Cancellation’ Section.”⁸ At all relevant times, cancelling a fixed-term or annual plan early
5 entitled consumers under such plans to a prorated refund tied to the unused time under the plan,
6 sometimes minus certain defined fees. In other words, immediately cancelling an AppleCare+
7 subscription when a device is returned or traded in would always benefit the consumer regardless
8 of their plan type.

9 27. Regardless of the terms of the Cancellation provision, consumers received no
10 benefit from an AppleCare+ plan from the moment they traded in or returned the associated
11 Covered Devices forward. When Apple knew that consumers no longer owned a Covered
12 Device, Apple could not keep charging them under an associated AppleCare+ contract in good
13 faith because Apple knew that the consumer would not and could not receive any consideration
14 in exchange for their payments. Thus, Apple was obligated by its duty of good faith and fair
15 dealing to cancel AppleCare+ contracts upon trade-ins and returns. As set out below, the
16 Cancellation provision of the AppleCare+ contract also expressly required Apple to
17 automatically cancel AppleCare+ contracts with certain trade-ins and returns starting in 2021.

18 28. The terms of the “Cancellation” section have changed multiple times over the past
19 four years. The Terms and Conditions effective four years ago did not refer to trade-ins, and they
20 purported to require consumers who wished to cancel a Plan purchased from Apple to “send[]
21 written notice with your Plan Agreement Number” and also enclose “a copy of the Plan’s
22 original proof of purchase with your notice.”⁹

23 29. On October 13, 2020, Apple updated the Terms and Conditions to allow
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27 ⁸ https://www.apple.com/legal/sales-support/applecare/applecareplus/071520_applecareplus_us.pdf

⁹ https://www.apple.com/legal/sales-support/applecare/applecareplus/071520_applecareplus_us.pdf at § 9.

1 consumers to cancel an AppleCare+ subscription either by calling or writing Apple.¹⁰ Also in
2 this update, Apple provided that “[i]f you cancel your Plan in connection with the return of your
3 Covered Device within the eligible fourteen (14)-day return window, you . . . will receive a full
4 refund of the first Monthly Plan payment you have made.”¹¹ But even with an almost immediate
5 return, Apple purported to require that “[t]o cancel, you must call Apple as instructed above.”¹²

6 30. On April 20, 2021, Apple once again updated the Terms and Conditions regarding
7 Cancellation, this time removing the purported requirement that consumers call Apple to cancel
8 in addition to returning a Covered Device. Specifically, the updated language provided:
9 “Regardless of your Plan type, to cancel this Plan with the return of your Covered Device, go to
10 the original sales channel of your Covered Device purchase (whether a Reseller or Apple).
11 You . . . will receive a full Plan refund.”¹³ In other words, Apple expressly promised that, if
12 consumers went through proper channels for returns, cancellation would be automatic.

13 31. On September 14, 2021, Apple again updated the Terms and Conditions regarding
14 Cancellation, this time adding a subsection that expressly addressed trade-ins. That provision
15 stated: “For Monthly Plans, if you trade-in your Covered Equipment to Apple or an Apple
16 Authorized Reseller as part of an Apple authorized trade-in program, that trade-in will be
17 deemed an expression of your intent to cancel your Monthly Plan and it will be cancelled
18 consistent with clause 9.1(b)(i).”

19 32. While Apple has made various other changes to the Cancellation provision, the
20 Plan has included a substantially similar clause governing trade-ins to the present, with the
21 current version reading as follows: “For Monthly and Annual Plans, if you trade-in your Covered
22 Equipment to Apple or an Apple Authorized Reseller as part of an Apple authorized trade-in
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26 ¹⁰ https://www.apple.com/legal/sales-support/applecare/applecareplus/1020/101320_applecareplus_us.pdf § 9.

¹¹ https://www.apple.com/legal/sales-support/applecare/applecareplus/1020/101320_applecareplus_us.pdf § 9.

¹² *Id.*

27 ¹³ https://www.apple.com/legal/sales-support/applecare/applecareplus/0421/042021_applecareplus_us.pdf § 9.

1 program, that trade-in will be deemed an expression of your intent to cancel your Monthly or
2 Annual Plan and it will be cancelled.”¹⁴

3 33. At all relevant times, each version of the Terms and Conditions has included an
4 express provision that any updates Apple makes that benefit the consumer take effect
5 immediately. “If Apple adopts any revision to this Plan that would broaden your coverage
6 without additional cost or any increase in service fees, the broadened coverage will immediately
7 apply to this Plan.”¹⁵ The various updates to the Terms and Conditions set out above that
8 improved and broadened consumers’ rights therefore became effective immediately.

9 34. Further, at all relevant times, the Terms and Conditions have provided at the top
10 of the contract that “THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO
11 ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS
12 AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED
13 BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES
14 UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF
15 THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL
16 OBLIGATIONS.”¹⁶

17 35. At all relevant times, the Terms and Conditions have provided that “the laws of
18 the State of California govern Plans purchased in the United States” unless they are “inconsistent
19 with the laws of any jurisdiction where” a consumer purchased their Plan.¹⁷

20 36. At all relevant times, the Terms and Condition define the “Administrator” of the
21 Plan as “Apple Inc.”¹⁸ “The Administrator is responsible for the collection and transfer to
22 AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of
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25 ¹⁴ https://www.apple.com/legal/sales-support/applecare/applecareplus/2406/240618_applecareplus_us.pdf § 9.

26 ¹⁵ https://www.apple.com/legal/sales-support/applecare/applecareplus/071520_applecareplus_us.pdf § 11.

27 ¹⁶ https://www.apple.com/legal/sales-support/applecare/applecareplus/071520_applecareplus_us.pdf

¹⁷ https://www.apple.com/legal/sales-support/applecare/applecareplus/071520_applecareplus_us.pdf § 12(n).

¹⁸ https://www.apple.com/legal/sales-support/applecare/applecareplus/071520_applecareplus_us.pdf

1 claims under the Plan.”¹⁹

2 37. To summarize, at all relevant times, the only consideration Apple provided
3 consumers under AppleCare+ contracts was repair, replacement, and support services for a
4 specific Covered Device. As explained in Count I below, once a Covered Device was traded in
5 or returned, Apple could not in good faith continue to charge consumers for AppleCare+ on
6 devices that Apple knew the consumers no longer owned. Apple was therefore obligated to
7 cancel AppleCare+ contracts when the associated Covered Devices were traded in or returned
8 regardless of the trade-in or return date or the details of the Cancellation provision.

9 38. Further, from April 20, 2021, forward, the Terms and Conditions have expressly
10 required Apple to cancel AppleCare+ contracts upon the completion of at least certain trade-ins
11 or returns. Because these updates to the AppleCare+ cancellation provision benefitted the
12 consumer, they took effect immediately. Apple was obligated by the express terms of the
13 contract in effect at the time of Plaintiff’s trade-in and the trade-ins or returns of many members
14 of the Class to automatically cancel the AppleCare+ contract associated with the old Covered
15 Devices.

16 39. Throughout the relevant period, the Terms and Conditions have also always
17 provided that Apple is subject to “applicable consumer law.” As set out in Counts II and III,
18 Apple violated California consumer protection law applicable to it throughout this period.

19 *Apple Trade-Ins*

20 40. Just as Apple tracks Covered Devices under AppleCare+ by serial number, Apple
21 also tracks trade-ins and returns of Apple devices by serial number. In fact, Apple’s trade-in
22 FAQ includes an answer to “How do I find the serial number on my Apple device?”²⁰

23 41. Apple advertises its “Apple Trade In” service as “a win-win-win.”²¹ “With Apple
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26 ¹⁹ *Id.*

27 ²⁰ <https://www.apple.com/shop/trade-in> (last accessed August 14, 2024).

²¹ <https://www.apple.com/shop/trade-in> (last accessed August 14, 2024).

1 Trade In, you can get a great value for your current device and apply it toward a new one. And
2 you can do it all online or at an Apple Store. If your device isn't eligible for credit, we'll recycle
3 it for free. It's a great deal for you and the planet."²²

4 42. The Terms and Conditions of the Apple Trade In Program provide that, "[a]t
5 completion of this transaction, ownership of your device transfers to Vendor, and you assign to
6 Apple the right to collect from Vendor the value you receive."²³ Further, "the trade-in transaction
7 is final and cannot be cancelled by you unless the quoted value has been revised and declined by
8 you."²⁴

9 43. Apple informs consumers that, after a trade-in, "[i]f your device is in good shape,
10 we'll help get it to a new owner."²⁵ In other words, if Apple can return the device to circulation
11 for its own benefit, it will. And Apple tells consumers that, if the device has "seen better days,
12 we can recycle it for free."²⁶ That is, Apple will permanently destroy devices that it does not
13 believe it can profitably return to circulation.

14 44. Because Apple tracks all Covered Devices under an AppleCare+ plan, trade-ins,
15 and returns by serial number, Apple has actual knowledge each time a Covered Device has been
16 traded in or returned. Apple also knows that each specific device that has been traded in has
17 either been recycled (*i.e.*, permanently destroyed), distributed to a new owner, or kept by Apple
18 or its vendor pending distribution or destruction.

19 ***AppleCare+ is Worthless Without a Covered Device—and Apple Knows It***

20 45. After a consumer trades in or returns a Covered Device, the consumer receives no
21 value from AppleCare+ for that device. Because AppleCare+ is an extended warranty and
22 service plan for a specific device, it becomes worthless once a consumer no longer owns the
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25 ²² *Id.*

26 ²³ <https://www.apple.com/legal/sales-support/trade-in/us/> (last accessed August 14, 2024).

27 ²⁴ *Id.*

²⁵ <https://www.apple.com/shop/trade-in> (last accessed August 14, 2024).

²⁶ *Id.*

1 Covered Device.

2 46. For Apple, on the other hand, AppleCare+ becomes exceptionally profitable if it
3 is not cancelled after a consumer returns or trades in in a Covered Device because the service is
4 guaranteed to be cost-free to Apple. If a consumer still owns a Covered Device, Apple remains
5 on the hook for repair, replacement, and support services. That’s Apple’s end of the deal and the
6 only consideration provided to consumers by the contract. But as soon as the consumer returns or
7 trades in a Covered Device, Apple no longer needs to worry about providing any repairs,
8 replacements, or support. For Apple, the AppleCare+ contract becomes pure profit from that
9 point forward, and the consumer receives no consideration from that point forward.

10 47. Apple knows that it is wrong to charge consumers something for nothing. Apple
11 nevertheless originally chose to adopt and retain a system that did not automatically cancel
12 AppleCare+ subscriptions when consumers returned or traded in devices, instead requiring
13 consumers to send a written cancellation notice in the mail with a proof of purchase. When
14 Apple later updated the Terms and Conditions to provide for automatic cancellation, Apple failed
15 to adopt procedures sufficient to implement the updated cancellation policy, and Apple limited
16 automatic cancellations to plans with certain Plan Terms. Given Apple’s status as an integrated
17 and sophisticated tech company capable of automatically starting AppleCare+ subscriptions by
18 serial number, Apple’s failure to implement an adequate system for automatic cancellations can
19 only be seen as intentional. As a result, Apple continued to charge Plaintiff and members of the
20 Class for AppleCare+ services that it knew were worthless.

21 48. Apple has disregarded public criticisms of its institutional decision to continue
22 charging its customers for AppleCare+ for devices they no longer own. Consumers have been
23 publicly complaining for years on Apple’s own forums and elsewhere about Apple charging for
24 AppleCare+ subscriptions after a device had already been traded in or returned. For example:

- 25 • *January 5, 2020*: “Why am I being charged 12.99 each month for Apple Care when I
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27

1 don't have an [i]phone 8 anymore?"²⁷

2 • *January 9, 2020*: "Charge \$14.99 For Apple care for an iPhone that I don't have!!
3 Apple is charge me for 3 months apple care 14.99 for a phone that was returned to
4 Apple !!!!!"²⁸

5 • *June 3, 2021*: "I am still being charged Apple Care for a phone I returned. I was
6 charged Apple Care, which I did not want. I returned the phone and was informed the
7 Apple Care would be removed as well. I was recently charged for Apple Care for a
8 phone I returned within the allotted time frame. How do I remove this subscription
9 from my account?"²⁹

10 • *July 16, 2021*: "I swapped my iphone 11 to 12 pro but unable to continue using my
11 previous apple care. I was told by Apple sales agent to buy a new one and to request
12 for refund."³⁰

13 • *February 9, 2022*: "I'm being charged for Apple Care of an iPhone I returned to
14 Apple. . . . I had Apple care on my iPhone 11. Bought a new 13 from Apple and sent
15 old phone in for part exchange. Foolishly assumed the apple care would transfer to
16 new phone and carry on but have now been charged for the 2nd month in a row for
17 Apple care on a device that Apple knows I don't own. I tried to find a way to remove
18 the subscription online but don't see how to. I don't have the serial number or details
19 any more."³¹

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22 ²⁷ [https://discussions.apple.com/thread/251013977?=&followedChain=true&previousThread=253669574021](https://discussions.apple.com/thread/251013977?=&followedChain=true&previousThread=253669574021&sortBy=rank)
23 [https://discussions.apple.com/thread/251013977?=&followedChain=true&previousThread=253669574021](https://discussions.apple.com/thread/251013977?=&followedChain=true&previousThread=253669574021&sortBy=rank)
&sortBy=rank (last accessed August 15, 2024).

24 ²⁸ [https://discussions.apple.com/thread/251026334?=&followedChain=true&previousThread=253990631021](https://discussions.apple.com/thread/251026334?=&followedChain=true&previousThread=253990631021&sortBy=rank)
25 [https://discussions.apple.com/thread/251026334?=&followedChain=true&previousThread=253990631021](https://discussions.apple.com/thread/251026334?=&followedChain=true&previousThread=253990631021&sortBy=rank)
&sortBy=rank (last accessed August 15, 2024).

26 ²⁹ <https://discussions.apple.com/thread/252830105?sortBy=rank> (last accessed August 15, 2024).

27 ³⁰ [https://discussions.apple.com/thread/252961984?=&followedChain=true&previousThread=254104517021](https://discussions.apple.com/thread/252961984?=&followedChain=true&previousThread=254104517021&sortBy=rank)
&sortBy=rank (last accessed August 15, 2024).

³¹ <https://discussions.apple.com/thread/253653398?=&previousThread=252830105021&sortBy=rank> (last
accessed August 15, 2024).

- 1 • *February 15, 2022*: “I’m being charged for iPhone Apple Care when I already trade
2 it. My two son’s traded in their iPhones last year I noticed that I’m still be charged for
3 one iPhone 7 AppleCare. I have two iPhones and four iPads. I’m not sure why I am
4 still being charged please advise.”³²
- 5 • *May 16, 2022*: “PSA: Apple care and returns . . . Background: I bought a iPhone 13
6 pro with apple care from Apples['] own online store, returned it and noticed that
7 apple did NOT cancel apple care when it was returned unopen within the 14 day
8 window. Spoke with support who cancelled the apple care and have basically told me
9 I’m SOL [*i.e.*, shit out of luck] for a refund for the time I was paying for apple care
10 for a phone I purchased through them. So, be wary of apple care with returns. Let my
11 loss be your gain. . . . TLDR: if you return a phone, apparently they don’t cancel
12 warranty on the product you’re returning and tell you ‘it’s just like any other
13 subscription, you have to cancel it’. So cancel apple care separately when returning!
14 Greasy.”³³
- 15 • *June 10, 2022*: “How do I cancel an Apple Care account for a device that I traded in
16 and was removed from my account? I am still getting charged for it. I initially
17 purchased an Apple Watch 3, and then used it to trade in and receive a credit for a 7. I
18 had initially set the apple care plan to be charged monthly. Is there a way to stop these
19 charges? Since the device was traded in, it doesn’t appear on my account or anything
20 related to it. The subscription doesn’t appear in my subscription area either.”³⁴
- 21 • *June 22, 2022*: “[I’m] being charged for apple care on a phone that was returned the
22 Ne[xt] day of purchase. I have returned that phone a day after I purchased it back to
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24
25 ³² <https://discussions.apple.com/thread/253669574?=&previousThread=254579670021&sortBy=rank> (last
accessed August 15, 2024).

26 ³³ https://www.reddit.com/r/iphone/comments/ur8fnm/psa_apple_care_and_returns/ (last accessed August 15, 2024).

27 ³⁴ [https://discussions.apple.com/thread/253961688?=&followedChain=true&previousThread=253653398021
&sortBy=rank](https://discussions.apple.com/thread/253961688?=&followedChain=true&previousThread=253653398021&sortBy=rank) (last accessed August 15, 2024).

1 Stevens creek apple. I just realized I am still getting charged for apple care.”³⁵

- 2 • *August 10, 2022*: “I have been paying apple care since dec. 2021 on a device that i
3 traded in, how do i get a refund or transfer this coverage to my new phone.”³⁶
- 4 • *January 23, 2023*: “I’m still getting charged for AppleCare from my iPhone13, I
5 recently change to the iPhone14 pro.”³⁷
- 6 • *February 14, 2024*: “This just happened to me. Paying AppleCare on a phone since
7 2020. They refunded for two of the four years, but I still don’t find that satisfactory.
8 I’m shocked there isn’t a class action lawsuit about this.”³⁸

9 49. On information and belief, Apple has continued charging consumers for
10 AppleCare+ for devices that Apple knows they no longer own to the present. Unless enjoined,
11 there is every reason to believe that Apple will continue this profitable practice.

12 **Class Allegations**

13 50. Plaintiff brings this action under Federal Rule of Civil Procedure 23(b)(2) and
14 (b)(3) individually and for this Class of similarly situated individuals:

15 All individuals who traded in or returned a Covered Device under
16 an AppleCare+ contract in the last four years whose contract was
17 not immediately cancelled, resulting in new monthly fees or a failure
to provide prorated refunds.

18 51. Excluded from the Class are Defendants, their co-conspirators, officers, directors,
19 legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated
20 companies; class counsel and their employees; and the judicial officers and their immediate
21 family members and associated court staff assigned to this case, and all persons within the third

22 _____
23
24 ³⁵ [https://discussions.apple.com/thread/253990631?=&followedChain=true&previousThread=251775524021](https://discussions.apple.com/thread/253990631?=&followedChain=true&previousThread=251775524021&sortBy=rank)
25 [https://discussions.apple.com/thread/253990631?=&followedChain=true&previousThread=251775524021](https://discussions.apple.com/thread/253990631?=&followedChain=true&previousThread=251775524021&sortBy=rank)
&sortBy=rank (last accessed August 15, 2024).

26 ³⁶ [https://discussions.apple.com/thread/254104517?=&followedChain=true&previousThread=253990631021](https://discussions.apple.com/thread/254104517?=&followedChain=true&previousThread=253990631021&sortBy=rank)
&sortBy=rank (last accessed August 15, 2024).

27 ³⁷ <https://discussions.apple.com/thread/254579670?sortBy=rank> (last accessed August 15, 2024).

³⁸ https://www.reddit.com/r/iphone/comments/ur8fnm/psa_apple_care_and_returns/ (last accessed August 15, 2024).

1 degree of relationship to any such persons. The class is ascertainable by objective criteria and
2 can be established and notice accomplished through Defendants' business records.

3 52. **Numerosity.** The Class is so numerous that joinder of all members is unfeasible
4 and not practical. Apple sells millions of devices each year. Given Apple's scale and the volume
5 of public complaints regarding the practice at issue in this case and the years they span, the Class
6 contains at least thousands and potentially up to millions of consumers. The exact size of the
7 Class is easily ascertainable, as each class member can be identified by using Defendants'
8 records tracking AppleCare+ Covered Devices by serial number on the one hand and
9 Defendants' records tracking trade-ins and returns by serial number on the other.

10 53. **Commonality and Predominance.** Questions of law and fact common to all
11 Class members exist and predominate over questions affecting only individual Class members,
12 including:

- 13 i. The meaning of the AppleCare+ contracts during the relevant period;
- 14 ii. Whether consumers receive any consideration in exchange for their payments
15 under an AppleCare+ contract after returning or trading in the related Covered
16 Device;
- 17 iii. Whether Apple tracks Covered Devices under AppleCare+ contracts by serial
18 number;
- 19 iv. Whether Apple tracks trade-ins of Apple devices by serial number;
- 20 v. Whether Apple tracks returns of Apple devices by serial number;
- 21 vi. Whether Apple knew, should have known, or recklessly disregarded
22 information sufficient to show when Covered Devices under an AppleCare+
23 contract were traded in or returned;
- 24 vii. Whether Apple breached its contracts with the Class members;
- 25 viii. Whether Apple violated the California Consumer Legal Remedies Act, Cal.
26 Civ. Code § 1750, *et seq.*;
- 27 ix. Whether Apple violated California's Unfair Competition Law, Cal. Bus. &

1 Prof. Code § 17200 *et seq.*;

2 x. Whether Apple unjustly enriched itself;

3 xi. Whether Apple's conduct should be enjoined; and

4 xii. Whether Apple's deliberate decision to charge its customers something for
5 nothing warrants the imposition of punitive damages.

6 54. **Typicality.** Plaintiff's claims are typical of the claims of the Class, as they arise
7 out of the same conduct of Defendants, involve the same legal theories, and challenge the same
8 practices. Specifically, Plaintiff challenges Apple's practice of failing to cancel AppleCare+
9 contracts when it knows consumers have traded in or returned their devices, resulting in damages
10 to the consumer (*i.e.*, new monthly charges or a failure to provide a prorated refund, depending
11 on the Plan Term). Plaintiff and all Class members have been subjected to the same practices and
12 hold the same rights, they are all entitled to the same legal and equitable relief, they have
13 suffered the same impact and injury, and they have all similarly incurred financial damages due
14 to Apple's failure to cancel their AppleCare+ contracts when they traded in or returned a
15 Covered Device. Further, Plaintiff and all members of the Class are entitled to recover at least
16 nominal damages and interest, even where Apple has refunded some or all its wrongful
17 overcharges. Therefore, each member of the Class is entitled to recover some amount of financial
18 damages, there are no uninjured class members, and there are no unique defenses that could
19 result in the dismissal of Plaintiff's claims or the claims of any member of the Class.

20 55. **Adequacy.** Plaintiffs and their counsel will fairly and adequately represent the
21 interests of the Class members. Plaintiff has no interests antagonistic to, or in conflict with, the
22 interests of the other Class members, and she will zealously pursue their claims. Plaintiff's
23 lawyers are highly experienced with consumer class actions and complex commercial litigation,
24 they are capable of providing the financial resources needed to litigate this matter to conclusion,
25 and they have successfully litigated other nationwide consumer class actions.

26 56. **Superiority.** A class action is superior to all other available methods for fairly
27 and efficiently adjudicating the claims of Plaintiff and the Class members. Plaintiff and the Class

1 Equipment to Apple or an Apple Authorized Reseller as part of an Apple authorized trade-in
2 program, that trade-in will be deemed an expression of your intent to cancel your Monthly Plan
3 and it will be cancelled.”⁴⁰ Plaintiff was on a Monthly Plan when she completed her authorized
4 trade-in directly with Apple, but Apple did not cancel the AppleCare+ plan on her old Covered
5 Device but instead kept charging her monthly fees for it for over two years.

6 61. When Apple adopted more consumer-friendly terms in its updates to
7 AppleCare+’s Terms and Conditions, those more beneficial terms took effect immediately for
8 consumers who had purchased AppleCare+ under less favorable terms. Therefore, Plaintiff and
9 members of the Class had the right to rely on more favorable Cancellation terms in effect when
10 they traded in or returned their devices regardless of the date of purchase.

11 62. Apple’s decision not to automatically cancel AppleCare+ when it knew
12 consumers had traded in or returned their Covered Devices was also a breach of contract before
13 it adopted express terms requiring it to do so, as well as in situations where those express terms
14 do not apply. When Apple itself has assumed ownership of a Covered Device to return it to
15 circulation or have it destroyed, Apple knows that its performance of all its remaining
16 obligations for the life of the contract have become impossible. Apple also knows that the
17 AppleCare+ contract will necessarily provide the consumer with no consideration for the life of
18 the deal. Apple recognizes as much by giving customers under fixed term plans the right to
19 receive a prorated refund upon cancellation and by its current policy of automatically cancelling
20 at least certain types of AppleCare+ contracts after trade-ins and returns. But there is simply no
21 way that Apple can keep charging *any* of its customers for AppleCare+ services in good faith
22 once Apple knows the Covered Device has been removed from circulation. Apple’s decision to
23 continue charging for AppleCare+ despite a total lack of consideration rather than cancel the
24 contracts when its continued performance becomes impossible is, at the very least, a breach of its

25
26
27 ⁴⁰ https://www.apple.com/legal/sales-support/applecare/applecareplus/2201/220101_applecareplus_us.pdf § 9.3.

1 duty of good faith and fair dealing in all circumstances.

2 63. Plaintiff and members of the Class have been damaged by Defendants’ breach of
3 contract. Plaintiff continued paying monthly AppleCare+ subscription fees for a phone she had
4 officially traded in to Apple for more than two years. These unnecessary and unlawful fees came
5 at a time of high inflation and high interest rates, when household budgets were strained and any
6 extra money could earn interest at rates not seen in decades.

7 64. Because every consumer would be financially benefitted by automatic
8 cancellation regardless of their Plan Term, every consumer who did not have their AppleCare+
9 subscription cancelled when they traded in or returned their Covered Devices was damaged.
10 Even where Apple provided partial or full refunds, affected consumers were damaged by the lost
11 time value of money and are entitled to recover interest.

12 65. In addition to all other categories of damages that Plaintiff and members of the
13 Class are entitled to recover for breach of contract, Plaintiff and the Class seek nominal damages
14 to vindicate their contract rights as well.

15 66. At all relevant times, the Terms and Conditions have provided that “the laws of
16 the State of California govern Plans purchased in the United States” unless they are “inconsistent
17 with the laws of any jurisdiction where” a consumer purchased their Plan.⁴¹

18 67. With respect to the issues raised in this case, there are no material conflicts
19 between the laws of California and the laws of any other jurisdiction. Further, as the drafter of
20 the Terms and Conditions and a resident of California, Apple should have every expectation that
21 California law will govern claims arising under AppleCare+ contracts.

22 **Count 2: California’s Unfair Competition Law (“UCL”)**

23 68. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 *et*
24 *seq.*, prohibits “unfair competition,” including “any unlawful, unfair or fraudulent business act or

25 _____
26
27 ⁴¹ https://www.apple.com/legal/sales-support/applecare/applecareplus/071520_applecareplus_us.pdf § 12(n).

1 practice . . .” Each of these three categories of conduct provides a distinct basis for liability
2 under the UCL. As set out below, Plaintiff brings claims under the “unfair” and “unlawful”
3 prongs of the UCL. At this time, Plaintiff does not bring a claim under the “fraudulent” prong or
4 allege any claims sounding in fraud.

5 69. With respect to “unfair” practices, courts applying the UCL distinguish between
6 competitor and consumer claims. For consumers, courts “generally continu[e] to apply a broad[]
7 standard . . . encompassing business practices that ‘offend[] an established public policy or when
8 the practice is immoral, unethical, oppressive, unscrupulous or substantially injurious to
9 consumers.” *Stark v. Patreon, Inc.*, 635 F. Supp. 3d 841, 854 (N.D. Cal. 2022) (quoting *S. Bay*
10 *Chevrolet v. Gen. Motors Acceptance Corp.*, 72 Cal.App.4th 861, 886-87, 85 Cal. Rptr. 2d 301
11 (1999)).

12 70. At heart, it is simply unfair for Apple to continue charging for AppleCare+
13 coverage when Apple knows a consumer has traded in or returned a Covered Device. Through
14 the return or trade-in, the consumer has relinquished ownership of the device forever to Apple or
15 its agents. From that moment forward, Apple is free to return the device to circulation for its own
16 benefit or to destroy the device, as it tells consumers it will do—a practice that is also to Apple’s
17 benefit because it reduces the overall supply of smartphones in the market. But whatever Apple
18 decides to do, it is guaranteed to never have to provide repair, replacement, or support services
19 under the prior owner’s AppleCare+ contract. Without the Covered Device, consumers are not
20 entitled to any benefits under an AppleCare+ contract tied to that device, and Apple knows that
21 they will receive no consideration going forward either for monthly renewals or for the
22 remaining period under fixed-term plans. Apple is relying on the statistical certainty that, with its
23 millions of AppleCare+ customers, a substantial percentage of them will not immediately cancel
24 their AppleCare+ subscriptions when trading in or returning a device, and Apple will be able to
25 reap guaranteed profits in exchange for nothing. That is unfair. In legal terms, “the practice is
26 immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.” *Stark*,
27 635 F. Supp. 3d at 854 (citation omitted). Or, as one consumer put it above, the practice is

1 “greasy.” And it violates the “unfair” prong of the UCL regardless of whether Apple committed
2 fraud or made any misrepresentations.

3 71. Apple’s conduct is also “unlawful” under the UCL. “Unlawful acts are ‘anything
4 that can properly be called a business practice and that at the same time is forbidden by law . . .
5 be it civil, criminal, federal, state, or municipal, statutory, regulatory, or court-made.”
6 *Sybersound Records, Inc. v. UAV Corp.*, 517 F.3d 1137, 1151 (9th Cir. 2008).

7 72. Apple’s conduct is unlawful because it violates California’s Consumer Legal
8 Remedies Act, as set out in Count III below.

9 73. Apple’s conduct is also unlawful under the common law because a company is
10 not knowingly allowed to charge its customers without providing a good or service in return.
11 Apple provided no consideration to consumers under AppleCare+ contracts from the moment of
12 trade in or return forward, and Apple had no lawful right to continue charging customers or
13 otherwise retain the benefits of the AppleCare+ contracts when it knew consumers no longer
14 owned the associated Covered Devices.

15 74. As set out in Count I, Plaintiff and members of the Class all suffered financial
16 injury, including the lost time value of money, due to Defendants’ unfair and unlawful conduct
17 in violation of the UCL.

18 75. Plaintiff seeks to enjoin further unlawful and unfair acts or practices by
19 Defendants under Cal. Bus. & Prof. Code § 17203.

20 76. Plaintiff, individually and on behalf of the other Class members, requests that this
21 Court enter such orders or judgments as may be necessary to enjoin Defendants from continuing
22 their unfair and/or unlawful practices; to order Defendants to cancel the AppleCare+ contracts of
23 all customers who have already returned or traded in the Covered Devices; to order Defendants
24 to implement systems sufficient to automatically cancel all AppleCare+ contracts when the
25 associated Covered Device has been traded in or returned; to restore, via restitution or
26 disgorgement, any monies Defendants acquired by unfair competition, as provided by Cal. Bus.
27 & Prof. Code §§ 17203 & 3345; and for such other relief as may be just and proper.

Count 3: California’s Consumer Legal Remedies Act (“CLRA”)

1
2 77. The CLRA prohibits certain “unfair methods of competition and unfair or
3 deceptive acts or practices . . . undertaken by any person in a transaction intended to result or that
4 results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770.

5 78. Defendants are “persons” under Cal. Civ. Code § 1761(c).

6 79. Plaintiff and members of the Class are “consumers” under Cal. Civ. Code §
7 1761(d) who purchased an AppleCare+ contract.

8 80. The Covered Devices under an AppleCare+ contract are “goods” under Cal. Civ.
9 Code § 1761(a).

10 81. The services that Apple is obligated to provide in connection with a Covered
11 Device under an AppleCare+ contract are “services” under Cal. Civ. Code § 1761(b).

12 82. Both the making of and performance under the AppleCare+ contracts are
13 “transactions” under Cal. Civ. Code § 1761(e).

14 83. To the extent that Apple promised automatic cancellation of AppleCare+
15 contracts for certain consumers, including Plaintiff, upon trade-in or return but failed to deliver
16 on that promise, Apple “[r]epresent[ed] that a transaction confers or involves rights, remedies, or
17 obligations that it does not have or involve, or that are prohibited by law” in violation of Cal.
18 Civ. Code § 1770(a)(14). Specifically, Apple represented that consumers had the right to
19 automatic cancellation—or that Apple had the obligation to implement automatic cancellation—
20 but the transactions of Plaintiff and certain members of the Class did not involve or confer those
21 promised rights or obligations.

22 84. To the extent that the AppleCare+ contracts did not provide for automatic
23 cancellation upon trade-in or return for certain devices at certain times but instead suggested that
24 consumers had to take affirmative action to cancel AppleCare+ beyond the trade-in or return,
25 Apple “[i]nser[ed] an unconscionable provision in the contract” in violation of Cal. Civ. Code §
26 1770(a)(19). It is unconscionable for Apple to assert a right to continue charging customers or
27 retain pre-paid benefits under AppleCare+ contracts associated with Covered Devices that Apple

1 knows the consumers no longer own. From that point forward, Apple knows that the AppleCare+
2 contract cannot provide the consumer any benefit, and Apple knows that it is guaranteed to be
3 cost-free for the company. It is unconscionable for Apple to assert a right to continue charging
4 consumers something for nothing under these circumstances for essentially the same reasons the
5 conduct is unfair under the UCL and breaches Apple’s duty of good faith and fair dealing.

6 85. Defendants’ actions occurred in the sale of services to a consumer.

7 86. Plaintiff and members of the Class suffered ascertainable loss caused by
8 Defendants’ conduct, as set out in Count I.

9 87. Plaintiff, on behalf of herself and the Class, seeks an order enjoining Defendants’
10 unfair acts or practices under Cal. Civ. Code § 1780(a)(2). Specifically, Plaintiff asks the Court
11 to order Apple to (1) immediately cancel all AppleCare+ contracts for Covered Devices that have
12 already been traded in or returned and (2) adopt systems and practices sufficient to automatically
13 cancel AppleCare+ subscriptions whenever Apple learns a Covered Device has been traded in or
14 returned.

15 88. Plaintiff, on behalf of herself and the Class, seeks an award of costs and attorneys’
16 fees under Cal. Civ. Code § 1780(e).

17 89. At this time, Plaintiff does not bring a claim for damages under the CLRA.
18 Plaintiff reserves the right to amend her complaint to add damages claims under the CLRA thirty
19 days or longer after compliance with the notice requirements of Cal. Civ. Code § 1782(a), should
20 she send such a notice and Defendants fail to meet Plaintiff’s demands.

21 **Count 4: Unjust Enrichment or Quasi-Contract Claim for Restitution**

22 90. In the alternative to Count I, Plaintiff and the Class allege a claim for unjust
23 enrichment.

24 91. Although the Ninth Circuit has previously suggested that California does not
25 recognize a state law cause of action for unjust enrichment, “the California Supreme Court” has
26 since “recognized that an unjust enrichment claim is valid in at least some circumstances.” *Stark*
27 *v. Patreon, Inc.*, 635 F. Supp. 3d 841, 856 (N.D. Cal. 2022) (discussing *Astiana v. Hain Celestial*

1 *Grp., Inc.*, 783 F.3d 753, 762 (9th Cir. 2015), and *Hartford Cas. Ins. Co. v. J.R. Mktg., L.L.C.*,
2 353 P.3d 319, 327 (Cal. 2015)). To the extent that certain courts have applied *Astiana* despite the
3 intervening *Hartford* decision, “even under the Ninth Circuit’s *Astiana* decision, a court may
4 construe a purportedly non-existent claim for unjust enrichment as a valid ‘quasi-contract claim
5 seeking restitution,’ *Astiana*, 783 F.3d at 762, the elements of which are ‘that the defendant
6 received and unjustly retained a benefit at the plaintiff’s expense,’ *ESG Cap. Partners, LP v.*
7 *Stratos*, 828 F.3d 1023, 1038 (9th Cir. 2016).” *Stark v. Patreon, Inc.*, 635 F. Supp. 3d 841, 857
8 (N.D. Cal. 2022).

9 92. Here, whether labelled “unjust enrichment” or a “quasi-contract claim,”
10 Defendants received and unjustly retained a benefit at the expense of Plaintiff and members of
11 the Class each time Defendants failed to cancel an AppleCare+ contract when they learned the
12 Covered Device had been traded in or returned. Defendants’ conduct is unjust for the same
13 reasons it is “unfair” under the UCL, “unconscionable” under the CLRA, and a breach of the
14 duty of good faith and fair dealing.

15 93. To the extent Defendants are not otherwise required to do so as a matter of
16 contract, they should be required to return all the benefits they unjustly retained under
17 AppleCare+ contracts following trade-ins or returns of Covered Devices to Plaintiff and
18 members of the Class.

19 **Prayer for Relief**

20 94. Plaintiff, individually and for members of the Class, respectfully requests that the
21 Court enter judgment in Plaintiff’s favor and against Defendants, as follows:

- 22 i. Certification of the proposed Class, including appointment of Plaintiff’s
23 counsel as Class Counsel and Plaintiff as class representative;
- 24 ii. An order temporarily and permanently enjoining Defendants from continuing
25 to charge consumers for AppleCare+ after a Covered Device has been traded
26 in or returned and requiring Defendants to identify and cancel all such active
27 contracts;

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15 *Counsel for Plaintiff*

16
17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN JOSE DIVISION**

20 **CASSANDRA EDWARDS,**
21 **Plaintiff, on behalf of herself**
22 **and all others similarly**
23 **situated,**
24 **vs.**
25 **APPLE INC. AND APPECARE SERVICE**
26 **COMPANY, INC.,**
27 **Defendants.**

Case No.: _____

EXHIBIT 1 TO COMPLAINT

EXHIBIT 1 TO COMPLAINT

VENUE AFFIDAVIT PURSUANT TO CALIFORNIA CIVIL CODE § 1780(d)

1. My name is Aaron K. Block. I am over eighteen years of age and competent to give this Affidavit, which I give based on my own personal knowledge and my review of Defendants' business records on file with the California Secretary of State.
2. I represent Plaintiff and the putative Class in this action.
3. This action has been filed in the United States District Court for the Northern District of California because Defendants' principal place of business is within a county within that District. Specifically, Defendants' records on file with the California Secretary of State reflect that Defendants' principal place of business is One Apple Park Way, Cupertino, California, 95014—a location in Santa Clara County.
4. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Further, affiant sayeth naught.

Dated August 20, 2024.

Aaron Block

 Aaron K. Block


Electronically signed and notarized online using the Proof platform.

Sworn to and subscribed before me this 20th day of August 2024.

Efrain Menashe Salvador

 Notary Public, State of ~~Georgia~~ ^{Texas} EMS
 Commission Expires: 08/10/2027

Notary Seal:

	<p>Efrain Menashe Salvador</p> <hr style="width: 50%; margin: 0 auto;"/> <p>ID NUMBER 134501582 COMMISSION EXPIRES August 10, 2027</p>
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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Cassandra Edwards et al.

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Candice Fields Law, PC; 400 Capitol Mall, Suite 1620,

DEFENDANTS

Apple Inc. & AppleCare Service Company Inc.

County of Residence of First Listed Defendant Santa Clara, California (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF 1 DEF 1 Incorporated or Principal Place of Business In This State PTF 4 DEF 4 Citizen of Another State PTF 2 DEF 2 Incorporated and Principal Place of Business In Another State PTF 5 DEF 5 Citizen or Subject of a Foreign Country PTF 3 DEF 3 Foreign Nation PTF 6 DEF 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes categories like Insurance, Marine, Miller Act, Negotiable Instrument, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC 1332

Brief description of cause: Breach of contract; UCL; CLRA; Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ >\$5,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND X SAN JOSE EUREKA-MCKINLEYVILLE

DATE 8/20/24 SIGNATURE OF ATTORNEY OF RECORD /s/ Candice L. Fields