

RENEE F. KENNEDY (SBN 24012954)
Federal Bar No.: 2129107
(seeking *pro hac vice*)
reeneekennedy.esq@att.net
1620 S. Friendswood Dr., Ste. Apple
Friendswood, TX 77546
Telephone: 832.428.1552

PETER KAFIN (SBN 301886)
law@kafin.name
P.O. Box 748
Fort Bragg, California 95437
Telephone: 707.357.4395

Attorneys for Plaintiffs
VICKY MALDONADO AND
JOANNE MCRIGHT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
_____ DIVISION

VICKY MALDONADO AND JOANNE
MCRIGHT, individually and On Behalf Of
Themselves And All Others Similarly
Situated,

Plaintiffs,

v.

APPLE INC., APPLECARE SERVICE
COMPANY, INC., AND APPLE CSC, INC.

Defendants.

CASE NO.

RELATED CASE: 2014-CV-01619-WHO
English v. Apple, Inc., et al.

**PLAINTIFFS' CLASS ACTION
COMPLAINT**

CLASS ACTION

DEMAND FOR JURY TRIAL

Plaintiffs' Original Class Action Complaint

1 Plaintiffs, individually and as representatives of the class defined herein (the “Class”), bring this action
2 for damages and final injunctive relief against Defendants Apple, Inc., AppleCare Service Company, Inc.,
3 and Apple CSC, Inc., and respectfully show this Honorable Court the following:

4 **I. PARTIES**

5 1. Plaintiff MALDONADO resides in Houston, Texas, and is a citizen of the State of Texas.
6 Plaintiff MALDONADO is representative of the class of consumers aggrieved by the conduct of the
7 Defendants under the criteria for a federal class action as set forth in FED. R. CIV. PROC. 23.

8 2. Plaintiff MCRIGHT resides in League City, Texas, and is a citizen of the State of Texas.
9 Plaintiff MCRIGHT is representative of the class of consumers aggrieved by the conduct of the
10 Defendants under the criteria for a federal class action as set forth in FED. R. CIV. PROC. 23.

11 3. Defendant APPLE, INC. is a California corporation, with its headquarters and principal
12 place of business located at 1 Infinite Loop, Cupertino, California, 95014. At all relevant times, APPLE
13 manufactured, distributed and sold Apple iPad tablets (hereinafter “iPads”) and Apple iPhone
14 smartphones (hereinafter “iPhones”; collectively “Class Devices”) and sold Extended Warranties for
15 said devices in the United States, including within Texas and California. The records of the California
16 Secretary of State indicate that the address listed for the registered office is “c/o CT Corporation System,
17 818 West 7th Street, Los Angeles, CA 90017.”

18 4. Defendant APPLECARE SERVICE COMPANY, INC. is a wholly owned subsidiary of
19 Defendant APPLE, INC., which lists its registered office as: “c/o CT Corporation System, 3800 N.
20 Central Avenue, Suite 460, Phoenix, Arizona 85012.” The records of the Arizona Corporate Commission
21 indicate that the actual address for the principal place of business of APPLECARE SERVICE
22 COMPANY, INC. is 1 Infinite Loop, Cupertino, CA 95014, and the address listed for the registered
23 office is “c/o CT Corporation System, 3800 N. Central Avenue, Suite 460, Phoenix, Arizona 85012,”
24 which is a slight variation from what is listed in APPLE’s own published materials.

25 5. Defendant APPLE CSC, INC. is a DBA entity for APPLECARE SERVICE COMPANY,
26 INC., registered with the Texas Secretary of State, used for products and services sold in Texas, and the
27

1 address listed for the registered agent in “c/o CT Corporation Systems, 1999 Bryan Street, Suite 900,
2 Dallas, Texas 75201.

3 6. Apple, Inc., AppleCare Service Company, Inc., and Apple CSC, Inc. are sometimes
4 referred to herein as “APPLE.”

5 **II. JURISDICTION AND VENUE**

6 7. This Court has jurisdiction over this class action pursuant to 28 U.S.C. § 1332(d)(2),
7 because the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and
8 costs, and it is a class action in which at least one member of the class is a citizen of a state that is
9 different from the state where the Defendants are incorporated or do business.

10 8. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(a)(2) and (b)(1) and
11 pursuant to CALIFORNIA CIVIL CODE §1780(d), also known as the Consumers Legal Remedies Act
12 (hereinafter “CLRA”), because of where Defendants have their principal place of business. An affidavit
13 as required by CLRA §1780(d) is attached hereto as **Exhibit A**.

14 **III. FACTUAL ALLEGATIONS**

15 9. Defendant Apple, Inc. designs, manufactures, packages and sells various electronic
16 devices, including but not limited to iPhones, iPads, and iPods (“Devices”). When Apple, Inc. sells the
17 Devices to the general public, Apple, Inc. also offers protection plans known as AppleCare and
18 AppleCare+ (“Apple Plans” or “Apple Plan”). Under the Apple Plans, if a consumer’s Device breaks,
19 then Apple, Inc., through its affiliate AppleCare Service Company, Inc., agrees to provide the consumer
20 with a Device “equivalent to new in performance and reliability.” *See, Exhibit A* [AppleCare]; **Exhibit**
21 **B** [AppleCare+]. In return, the consumer pays Apple, Inc. a payment for a replacement device.

22 10. The principal difference between these two protection plans is that AppleCare+ covers
23 accidental damage and AppleCare does not. AppleCare only covers defects in materials and
24 workmanship. AppleCare+ covers iPhones, iPads, and iPods. AppleCare covers iMacs, Apple Display,
25 and Apple TVs (however, up until 2011, AppleCare was the only Apple Plan that provided coverage for
26 iPhones). The Apple Plans purport to provide consumers with Devices that are “equivalent to new in
27 performance and reliability.” What that phrase means is ‘new’ as refurbished devices can never be the
28

equivalent to new in performance and reliability. Plaintiffs allege that it means refurbished. Refurbished is synonymous with the term "reconditioned," that is, a secondhand unit that has been modified to appear to be new for all purposes relevant to this litigation. "New" means a Device that has never been utilized or previously sold and consists of all new parts. The word "refurbished" appears only once in the AppleCare+ terms and conditions even though the printed booklet is 33 pages long. The word is not even used to reference a device, but a part. *See, Exhibit B ¶3.2.* "Refurbished" is synonymous with the term "reconditioned" and "secondhand," and "service unit," for all purposes relevant to this litigation.

11. APPLE distributes the Devices through three primary channels of commerce: (1) retail outlets owned and operated by APPLE, known as APPLE Stores, (2) Apple Online Store, and (3) AppleCare Call Center.

12. The above statements, as set out in the Apple Plans, are express warranties. "Apple Plan" is synonymous with the terms "Extended Warranty" and "Service Contract", whether used in the singular or plural, for all purposes relevant to this litigation.

13. Plaintiff MALDONADO's experience is typical of those she seeks to represent in this action. Specifically, Maldonado purchased an iPad (3rd Generation; serial number DLXH67CWDVGM) from Apple on or about March 17, 2012. *See Exhibit C.* The screen on this device cracked, and Maldonado brought it in to Apple for service on October 24, 2012, at First Colony Mall in Sugarland, TX 77479. *See Exhibit D.* The Apple store employee suggested that Maldonado replace the device and purchase an AppleCare Plus plan to cover her new device, which she did. Maldonado spent \$249.00 on the replacement iPad (item number S4750Z/A) and \$99.00 on the AppleCare Plus service warranty plan. With tax, her total came to \$376.71. *See Exhibit C; Exhibit D.* Maldonado lost an incident as her initial purchase counted against her. The iPad was represented as a new device on the sales receipt (the exact language stated: "NEW IPAD DISC OOW REPAIR W/AC+ RETAIL"). *See Exhibit D.* However, what Maldonado received was a used or refurbished device. This device was not new or the equivalent to new in performance and reliability of a new Apple iPad, in violation of the AppleCare Plus Terms and Conditions as it did not function properly. *See Exhibit B.*

1 14. On or about September 9, 2013, Maldonado purchased another iPad (4th Generation;
2 serial number F6QPH026F18G) and an accompanying AppleCare Plus service plan from Apple for a
3 total of \$1,004.56 with tax (device: \$829.00; AppleCare plan: \$99.00). *See Exhibit E*. Maldonado was
4 sold this AppleCare Plus service plan without being told that it may subject her, upon seeking service
5 under the plan, to receive refurbished or used devices that are not equivalent to new in performance and
6 reliability, in violation of the AppleCare Plus terms of service.

7 15. On or about May 22, 2015, Maldonado brought her fourth generation iPad (serial number
8 F6QPH026F18G) in to the First Colony Apple store for repair. The device was constantly restarting to
9 the Apple logo and having hundreds of panics per day. *See Exhibit F*. The Apple employee suggested
10 that Maldonado replace her device, which she did. Because the device was covered by the AppleCare
11 Plus plan, which extended the 1-year manufacturer's warranty on her iPad by an additional year,
12 Maldonado did not have to pay for this replacement. *See Exhibit F*. The work authorization recites that
13 the replacement device was an "IPAD/IPAD AIR FLAT RATE RETAIL," and lists the price as \$299.00.
14 *See Exhibit F*. However, what Maldonado received was not a device that was new or equivalent to new
15 in performance and reliability, as promised under the AppleCare Plus service plan. In fact, she received
16 a used or refurbished device.

17 16. Similarly, Plaintiff MCRIGHT's experience is also typical of those she seeks to represent
18 in this action. On or about December 4, 2012, Plaintiff JOANNE MCRIGHT, accompanied by her
19 father, visited the Baybrook Apple Store in Friendswood, Texas. He purchased AppleCare+ for her, in
20 her name, as well as an iPhone 5. In sum, Plaintiff JOANNE MCRIGHT and APPLE entered into a
21 contract, as APPLE offered the Apple Plan and Device for sale and Plaintiff purchased the same at the
22 offered price. Plaintiff JOANNE MCRIGHT, as the intended beneficiary of the contract and by and
23 through her father, performed her obligations under the contract by paying monies to Apple for an Apple
24 Plan.

25 17. The iPhone 5 that Plaintiff purchased on December 4, 2012, was damaged, resulting in a
26 cracked screen. On or about September 18, 2013, Plaintiff JOANNE MCRIGHT took it to the Baybrook
27 Apple Store for replacement under her Apple Plan. *See, Exhibit G* [9/18/13 Receipt]. APPLE sold a
28

1 replacement Device (iPhone 5) to Plaintiff for \$49.00, which she paid for under her Apple Plan. Plaintiff
 2 sought a second replacement Device pursuant to her Apple Plan on or about May 16, 2014, also due to
 3 a cracked screen. *See*, **Exhibit H** [5/16/14 Receipt]. APPLE again sold a replacement Device (iPhone
 4 5) to Plaintiff for \$49.00, which she paid for under her Apple Plan. APPLE did not provide new iPhone
 5 5's to Plaintiff when she made these two payments of \$49.00, nor were the replacement Devices
 6 "equivalent to new." Thus, Apple, Inc. and AppleCare Service Company, Inc., and Apple, CSC, Inc.
 7 failed to provide Plaintiff MCRIGHT with a Device that was new and/or is the "equivalent to new in
 8 performance and reliability", thereby breaching the contract and/or warranties with Plaintiff MCRIGHT.

9 18. On or about September 22, 2014, Plaintiff JOANNE MCRIGHT, accompanied by her
 10 father, visited the Baybrook Apple Store in Friendswood, Texas. He purchased AppleCare+ for her, in
 11 her name, as well as an iPhone 6. In sum, Plaintiff JOANNE MCRIGHT and APPLE entered into a
 12 contract, as APPLE offered the Apple Plan and Device for sale and Plaintiff purchased the same at the
 13 offered price. Plaintiff JOANNE MCRIGHT, as the intended beneficiary of the contract and by and
 14 through her father, performed her obligations under the contract by paying monies to APPLE for an
 15 Apple Plan.

16 19. The iPhone 6 that Plaintiff purchased on September 22, 2014, was damaged, resulting in
 17 a cracked screen. On or about July 4, 2015, Plaintiff took it to the Baybrook Apple Store for replacement
 18 under her Apple Plan. *See*, **Exhibit I** [7/4/15 Receipt]. APPLE sold a replacement Device (iPhone 6)
 19 to Plaintiff for \$79.00, which she paid for under her Apple Plan. APPLE did not provide a new iPhone
 20 6 to Plaintiff in exchange for this \$79.00 payment for the cost of the replacement Device, nor was the
 21 replacement Device "equivalent to new." Thus, Apple, Inc., AppleCare Service Company, Inc., and
 22 Apple, CSC, Inc. failed to provide Plaintiff MCRIGHT with a Device that was new or the "equivalent
 23 to new in performance and reliability", thereby breaching the contract and/or warranties with Plaintiff
 24 MCRIGHT.

25 **IV. CLASS DEFINITION**

26 20. Plaintiffs bring this action on behalf of themselves and all others similarly situated, who
 27 are members of the following Class:

28 Plaintiffs' Original Class Action Complaint

“All persons who purchased an AppleCare and AppleCare+ plan (“Apple Plans”) from Apple, Inc., or were the intended beneficiary of such a purchase, or had an Apple Plan transferred to them, and/or who, from the date of July 11, 2011 to the present, tendered an iPhone, iPad, iPod or other Apple electronic device (“Devices”) to Apple, Inc. and AppleCare Service Company, Inc. under such Apple Plans, and who were provided a Device that was not a new Device.”

21. Plaintiffs reserve the right to designate subclasses, as appropriate.

Excluded from the Class are:

- a. the attorneys pursuing and defending this matter;
- b. the officers and directors of the Defendants;
- c. any judge or judicial officer assigned to this matter and his or her immediate family; and
- d. any legal representative, successor, or assign of any excluded persons or entities.

V. **CLASS ACTION ALLEGATIONS**

22. Under Rule 23 of the Federal Rules of Civil Procedure and California Civil Code §1781, Plaintiff(s) MALDONADO and MCRIGHT bring this action on behalf of themselves and as a Class and Subclasses, defined as:

All natural persons who are residents of any of the fifty United States of America or the District of Columbia who, for purposes other than resale, purchased Class Devices (iPhones, iPads, and/or iPods) at an Apple Store location, through an authorized third party dealer, or through an online purchase from Apple, Inc., along with or without the AppleCare Protection Plan or AppleCare+ extended warranties (the “Extended Warranties”), or who purchased the Extended Warranties for Class Devices only (regardless as to whether the Class Devices covered by the Extended Warranties were themselves bought directly from Apple, Inc.), who have not returned the Class Devices or Extended Warranties and received a refund, and who purchased said Class Devices or Extended Warranties for personal, family, or household purposes.

1 Plaintiff also requests certification of the following subclasses:

2 **The AppleCare Protection Plan Subclass** shall consist of those Class Members who
3 purchased Class Devices and the AppleCare Protection Plan extended warranty (or the
4 AppleCare Protection Plan extended warranty only).

5 **The AppleCare+ Subclass** shall consist of those Class Members who purchased Class
6 Devices and the AppleCare+ extended warranty (or the AppleCare+ extended warranty
7 only).

8 **The Reduced Incidents Subclass** shall consist of those Class Members who purchased
9 an Extended Warranty and who had their contemporaneous purchase of a Class Device
10 treated by Apple, Inc. as a replacement, such that their Extended Warranty's coverage,
11 without notice to the purchaser / Class Member, would have only one further replacement
12 available as an incident / claim under the Extended Warranty.

13 **Refurbished or Used Device Subclass** shall consist of Class members who purchased
14 refurbished or used devices when either purchasing Extended Warranty
15 contemporaneously with the device or purchasing a refurbished or used device as a
16 replacement under the Extended Warranty.

17 23. Excluded from the Class are DEFENDANTS and any entity in which any DEFENDANT
18 has a controlling interest, as well as DEFENDANTS' legal representatives, officers, directors, assignees
19 and successors. Also excluded from the Class are any judicial officers to whom this action is assigned,
20 together with any relative of such judicial officers within the third degree of relationship, and the spouse
21 of any such person.

22 24. Plaintiffs MCRIGHT and MALDONADO reserve the right to expand, limit, modify, or
23 amend this class definition, including the addition of one or more subclasses, in connection with her
24 motion for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or
25 new facts obtained during discovery.

26 **The Proposed Class Meets the Required Prerequisites for Class Certification**
27
28

25. Under the Federal Rules of Civil Procedure 23(a) and the California Civil Code §1781(b), one or more members of a class may sue as a representative party on behalf of all class members only if prerequisites of numerosity, commonality, typicality, and fair and adequate representation. *See* Fed. R. Civ. P. 23(a); Cal. Civ. Code §1781(b). As demonstrated below, these prerequisites are met in this case.

Numerosity: Based upon information and belief, the Class consists of large numbers of individuals dispersed throughout the United States, making individual joinder impractical, as required by Fed. R. Civ. P. 23(a)(1) and Cal. Civ. Code §1781(b)(1). According to its October 28, 2013 press release, Apple, Inc. sold 14.1 million iPads (compared to 14 million in the year-ago quarter). The disposition of the claims of the members of the Class and its Subclasses in a single class action will provide substantial benefits to all parties and to the Court.

Commonality: The misconduct by DEFENDANTS is common to all members of the Class and represents a unified and common plan of fraud and/or deception resulting in injury to Named Plaintiffs and to all members of the Class. As such, there exist questions of law and fact common to the Class, as required by Fed. R. Civ. P. 23(a)(2) and Cal. Civ. Code §1781(b)(2).

Typicality: The claims of the Named Plaintiffs are typical of the claims of the Class they seek to represent, as required by Fed. R. Civ. P. 23(a)(3) and California Civil Code §1781(b)(3), in that the representative Plaintiffs are persons who, like all members of the Class, purchased one or several Class Devices and/or APPLE Extended Warranties, having been led by APPLE's uniformly made statements and omissions to erroneously believe that APPLE does not sell used, reconditioned or secondhand devices as new devices. Plaintiffs saw the same advertising and disclosures and was given the same information by APPLE employees as were the rest of the Class.

Fair and Adequate Representation: Plaintiffs MALDONADO and MCRIGHT will fairly and adequately protect the interests of the class as required by Fed. R. Civ. P. 23(a)(4) and Cal. Civ. Code §1781(b)(4). Plaintiffs have retained counsel who is familiar with the factual and legal bases for the prosecution of this class action and has the resources to prosecute this action. In any event, under the California Consumer Legal Remedies Act (CLRA), the DEFENDANTS can be held liable for the costs

of notice. Plaintiffs and their counsel are committed to the vigorous prosecution of this action on behalf of the Class. Neither Plaintiffs nor their counsel have any interests adverse to those of the Class.

B. There Is an Existence and Predominance of Common Questions of Fact and Law, And Trying the Cause as a Class Action is Superior.

Predominance: This class action should be maintained because numerous questions of law and fact exist that are common to the Plaintiffs and the Class. Those common questions predominate over any questions that may affect individual members of the Class, within the meaning of Fed. R. Civ. P. 23(a)(2) and (b)(3), and Cal. Civ. Code §1781(b). Common questions of law and fact include, but are not limited to, the following:

- a. Whether DEFENDANTS breached a contract;
- b. Whether DEFENDANTS breached a warranty;
- c. Whether DEFENDANTS concealed material information from the Plaintiffs, members of the Class, and the general public concerning the actual goods and services to be provided by under the Extended Warranties;
- d. Whether DEFENDANTS concealed material information from the Plaintiffs, members of the Class, and the general public as part of a general scheme of deception;
- e. Whether DEFENDANTS engaged in a fraudulent, unlawful and/or deceptive scheme of marketing and selling Class Devices and Extended Warranties;
- f. Whether DEFENDANTS engaged in unfair competitive practices in the marketing and selling of Class Devices and Extended Warranties;
- g. Whether DEFENDANTS violated labeling requirements of the law applicable to the sale of refurbished, secondhand, reconditioned, or used merchandise.
- h. Whether DEFENDANTS are liable to members of the Class for damages;
- i. Whether DEFENDANTS unjustly enriched themselves at the expense of members of the Class; and

- j. Whether members of the Class are entitled to compensatory damages and, if so, the nature and extent of such damages.
- k. Whether DEFENDANTS trained their employees so that they did not disclose to consumers that new Class Devices would rarely, if ever, be provided in satisfaction of claims under Extended Warranties; and
- l. Whether DEFENDANTS trained their employees to sell Class Devices in such a way that consumers were led to believe that they were new when they were not in fact new.

Superiority: Further, this class action should be maintained because pursuing this cause as a class action is superior to other methods of adjudication as required by Fed. R. Civ. P. 23(b)(3) and Cal. Civ. Code §1781(b). The Plaintiffs and members of the Class have suffered, and will continue to suffer, economic harm and damages as a result of DEFENDANTS' unlawful and wrongful conduct. Absent a class action, most members of the Class would likely find the cost of litigating their claims to be prohibitive, and would thus have no effective access to the courts or remedy at law. Given that many members of the Class own Class Devices that are still subject to Extended Warranties, those members would run the risk of retaliation, in the form of deliberately inferior warranty service and otherwise, if they were to serve as named plaintiffs in individual suits against these DEFENDANTS. The class treatment of common questions of law and fact also is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants and promotes consistency and efficiency of adjudication.

26. Plaintiffs seek nationwide certification. Plaintiffs allege that nationwide class certification is superior to all other available methods for the fair and efficient adjudication of this action, particularly in light of marketing APPLE Class Devices over the internet.

27. APPLE specifies California law and venue in California for disputes concerning the subject products and services. California law thus applies under the explicit language of the Terms and Conditions of the Extended Warranties provided by DEFENDANTS, which provides: "These Terms and

Conditions are governed by the laws of the State of California (without giving effect to its conflict of law provisions).” See **Exhibit B; Exhibit C.**

28. In addition, the conduct that is complained of herein, in approving of the statements and omissions to state the true facts concerning the policies as to the Extended Warranties and sales of the Class Devices, as well as the training of employees as to those policies and the policies themselves, emanated from Apple, Inc.’s headquarters in Cupertino, California, giving California a strong interest in applying its laws to such conduct affecting persons affected by these policies nationwide.

This case presents common issues of fact and law that are appropriate for issues of class certification under Fed. R. Civ. P. 23(c)(4); and the management of this action may be facilitated through the certification of additional subclasses under Rule 23(c)(5), if necessary and appropriate.

VI. CAUSES OF ACTION

BREACH OF CONTRACT

29. Plaintiffs re-allege each and every allegation set forth above.

30. Plaintiffs and the Class Members entered into a contract with APPLE. Plaintiffs and the Class Members met their obligations under the contract; specifically, by tendering money to APPLE, either directly or as intended beneficiaries or as the recipients of a transferred Apple Plan. APPLE accepted the monies and agreed to provide new replacement Devices under the Apple Plans. Plaintiffs and the Class Members properly tendered their Devices to APPLE under the Apple Plans and were entitled to new Devices. APPLE breached the contract by providing refurbished Devices, not new Devices. As a result of APPLE’s breach, Plaintiffs and the Class Members have suffered damage.

31. Further, APPLE provided Class Members with Devices that were not new or equivalent to new in performance and reliability, either at the time of initial purchase (such as when a consumer was experiencing a service event and was permitted to purchase an Apple Plan at that time), or when they attempted to use one of their two service event replacements under the terms of their Apple Plan. At such times, Class Members expended monies for the initial purchase price of the Apple Plan and for the cost of what they believed to be new Devices, and/or had to pay the cost associated with making a

1 claim under their Apple Plan (or were the intended beneficiaries of such expenditures, or had an Apple
2 Plan transferred to them).

3 32. Plaintiffs and the Class Members were thereby deprived of the use and value of their
4 original Devices, which APPLE takes possession of pursuant to the terms of the Apple Plans as part of
5 a replacement incident, and did not receive the benefit of the bargain in that they did not receive
6 replacement Devices that were new or equivalent to new in performance and reliability. Plaintiffs and
7 the Class Members suffered economic loss, in at least the amount of the cost of the Apple Plans, the
8 amount of the loss of the value of their original Devices, which were not refurbished, and the purchase
9 cost and replacement cost paid to APPLE, as well as the difference between the value of a Device that
10 was not new or equivalent to new in performance and reliability and the value of a new Device.

11 33. Plaintiff MCRIGHT timely provided APPLE with pre-suit written notice of its breach of
12 contract via hand delivery and certified mail return receipt requested on August 3, 2015, thereby
13 providing APPLE with an opportunity to correct or otherwise rectify the problems alleged herein before
14 this Complaint was filed. Plaintiff MALDONADO timely provided APPLE with pre-suit written notice
15 of its breach of contract via certified mail return receipt requested on September 11, 2015, thereby
16 providing APPLE with an opportunity to correct or otherwise rectify the problems alleged herein before
17 this Complaint was filed. APPLE did not avail itself of that opportunity.

18 **BREACH OF WARRANTY**

19 34. Plaintiffs re-allege each and every allegation set forth above, and incorporate by reference
20 the previous allegations as if they were fully set forth herein.

21 35. APPLE's Extended Warranties are express warranties under California law. APPLE
22 breached and continues to breach its express warranties as they do not provide new or the equivalent to
23 new Devices as promised. APPLE sells refurbished and used Devices under their Extended Warranties.
24 There is a value, reliability, and performance difference between a new and a refurbished Device.
25 Plaintiffs and the Class Members were thereby deprived of the use and value of their original Devices,
26 which APPLE takes possession of pursuant to the terms of the Apple Plans as part of a replacement
27 incident, and did not receive the benefit of the bargain in that they did not receive replacement Devices
28

that were new or equivalent to new in performance and reliability. Plaintiffs and the Class Members suffered economic loss, in at least the amount of the cost of the Apple Plans, the amount of the loss of the value of their original Devices, which were not refurbished, and the purchase cost and replacement cost paid to APPLE, as well as the difference between the value of a Device that was not new or equivalent to new in performance and reliability and the value of a new Device.

36. Plaintiffs and the proposed Class Members have been and continue to be damaged by APPLE's breach of its express warranties because Plaintiffs and Class Members have received replacement Devices that were not new or equivalent to new in performance and reliability. Furthermore, as a result of APPLE's breach of its express warranties, Plaintiffs and Class Members have suffered damages in an amount to be determined at trial.

37. Plaintiff MCRIGHT timely provided APPLE with pre-suit written notice of its breach of contract via hand delivery and certified mail return receipt requested on August 3, 2015, thereby providing APPLE with an opportunity to correct or otherwise rectify the problems alleged herein before this Complaint was filed. Plaintiff MALDONADO timely provided APPLE with pre-suit written notice of its breach of contract via certified mail return receipt requested on September 11, 2015, thereby providing APPLE with an opportunity to correct or otherwise rectify the problems alleged herein before this Complaint was filed.

VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

38. Plaintiffs incorporate by reference the previous allegations as if they were fully set forth herein.

39. This Count is brought on behalf of the individual Plaintiffs and members of the Class against DEFENDANTS pursuant to the Consumers Legal Remedies Act, California Civil Code §1750 *et seq.* Each Plaintiff and Class member is a "consumer" as that term is defined by CLRA §1761(d) because each bought Class Devices and/or Extended Warranties for personal, family, or household purposes.

40. Plaintiffs and members of the Class have engaged in a "transaction" with APPLE as that term is defined by CLRA §1761(e).

1 41. Plaintiffs, through counsel, served a demand letter upon DEFENDANTS as required by
2 CLRA §1782(a). More than thirty days after delivery of said demand, DEFENDANTS have not ceased
3 to engage in the conduct at issue or otherwise complied with the requests of the demand.

4 42. The conduct alleged in this Complaint constitutes deceptive and/or false advertising and
5 unfair and deceptive acts and practices for the purposes of the CLRA, and was undertaken by
6 DEFENDANTS in transactions intended to result in, and which resulted in, the sale of goods and services
7 to consumers.

8 43. By engaging in the conduct alleged in this Complaint, DEFENDANTS have violated
9 numerous provisions of CLRA, Cal. Civ. Code §1770, including subsections (a)(1), (a)(2), (a)(5), (a)(6),
10 (a)(7), (a)(9), (a)(14) and (a)(16), by engaging in unlawful transactions resulting in the sales of goods
11 and services to the Plaintiffs, and similarly situated persons in Texas, California, and throughout the
12 United States. Consumers, such as Plaintiffs MALDONADO and MCRIGHT, unknowingly purchased
13 the Extended Warranties as a result of DEFENDANTS' actions and suffered at a minimum economic
14 injury by doing so. Plaintiff, and similarly situated members of the Class, suffered an economic injury
15 when they were induced to buy either new or secondhand products and extended warranties they
16 otherwise would not have purchased.

17 44. CLRA §1770(a)(5) prohibits the conduct of "Representing that goods or services have
18 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have .
19 . ." This statute was violated in the sale of AppleCare+ to MALDONADO and MCRIGHT because the
20 Extended Warranties did not have the characteristics, ingredient, uses, or benefit of providing new or
21 equivalent to new in performance or reliability (which can only be new) Class Devices, as promised by
22 the AppleCare+ Terms and Conditions. As such, unlike what had been represented to Plaintiffs, a
23 replaced Class Device would be refurbished and/or reconditioned and/or secondhand.

24 45. Additionally, Plaintiff MALDONADO is informed and believes that the replacement
25 Class Devices she received (the first on October 24, 2012 and the second on May 22, 2015) were actually
26 reconditioned and/or refurbished, and/or secondhand. The first iPad (item number S4750Z/A) was
27 represented as a new device on the sales receipt, which stated that the device was a "NEW IPAD DISC
28

1 OOW REPAIR W/AC+ RETAIL.” The second iPad was obtained under the AppleCare+ plan, which
2 extended the 1-year manufacturer’s warranty, and was listed on the sales receipt as an “IPAD/IPAD AIR
3 FLAT RATE RETAIL.” The Class Devices MALDONADO received were certainly not new, nor the
4 equivalent to new in performance and reliability. Additionally, Apple, Inc. and AppleCare Service
5 Company, Inc., and Apple, CSC, Inc. failed to provide Plaintiff MCRIGHT with a Device that was new
6 and/or is the “equivalent to new in performance and reliability”, thereby breaching the contract and/or
7 warranties with Plaintiff MCRIGHT, in fact the phones had issues functioning.

8 46. By representing that services, namely Extended Warranties, sold and administered by the
9 DEFENDANTS, had characteristics and benefits which they did not have, in that the DEFENDANTS
10 represented that the replacement devices under the Extended Warranties would be new devices or
11 equivalent to new in performance and reliability, DEFENDANTS violated the CLRA.

12 47. CLRA §1770(a)(6) prohibits the conduct of “Representing that goods are original or new
13 if they have deteriorated unreasonably or are altered, reconditioned, reclaimed, used, or secondhand.”
14 This subsection was violated with respect to Plaintiffs MALDONADO and MCRIGHT because they
15 read the Terms and Conditions prior to purchasing AppleCare+ and relied on the Terms and Conditions,
16 which said that replacement devices were new or equivalent to new in performance and reliability.
17 Furthermore, they were told the Extended Warranties would provide for new Class Devices and not
18 refurbished and/or reconditioned and/or secondhand Class Devices. Additionally, when MALDONADO
19 was replacing her old iPad and purchasing an iPad and Extended Warranty (on October 24, 2012), she
20 was not told that she was, in fact, getting a refurbished iPad. As discussed above, the sales receipt listed
21 the device as “new.” Similarly, MALDONADO received a used, secondhand, and/or refurbished device
22 in the May 22, 2015, transaction. This device was not new or equivalent to new in performance and
23 reliability, as represented under the AppleCare+ plan. These misrepresentations were in violation of the
24 CLRA.

25 48. When MCRIGHT was replacing her cracked iPhone 6 and purchasing an iPhone 6 and
26 Extended Warranty (on September 24, 2014), she was not told that she was, in fact, getting a refurbished
27 iPhone. As discussed above, the sales receipt listed the device as “new.” Similarly, MCRIGHT received
28

1 a used, secondhand, and/or refurbished device in the July 24, 2015, transaction. This device was not new
2 or equivalent to new in performance and reliability, as represented under the AppleCare+ plan. These
3 misrepresentations were in violation of the CLRA.

4 49. CLRA §1770(a)(7) prohibits the conduct of “Representing that goods or services are of a
5 particular standard, quality, or grade, or that goods are of a particular style or model, if they are of
6 another.” This subsection was violated with respect to Plaintiffs MALDONADO and MCRIGHT
7 because APPLE represents that it will provide consumers with new or equivalent to new in performance
8 and reliability devices under the AppleCare+ service plan. However, what APPLE often provides
9 consumers with are used, secondhand, and/or refurbished devices that are not new or equivalent to new
10 in performance and reliability. Additionally, MALDONADO received used, secondhand, and/or
11 refurbished iPads from the October 24, 2012, and May 22, 2015 transactions. In the first transaction, the
12 sales receipt listed the iPad as new when it was not. In the second transaction, the iPad MALDONADO
13 received under the service plan was not new or equivalent to new in performance and reliability as
14 represented by the AppleCare+ Terms and Conditions. Similarly, MCRIGHT received used,
15 secondhand, and/or refurbished iPhones from the September 18, 2013, May 16, 2014, and July 4, 2015
16 transactions. In each transaction, the iPhones were packaged in plain boxes and were not new or
17 equivalent to new in performance and reliability as represented by the AppleCare+ Terms and
18 Conditions.

19 50. DEFENDANTS violated the CLRA by representing that services, namely Extended
20 Warranties sold and administered by the DEFENDANTS, were of a particular standard and quality,
21 when they in fact were of a different and inferior standard and quality, in that the DEFENDANTS
22 represented that the replacement devices under the Extended Warranties would be new devices, or used
23 devices that were equivalent to new in performance and reliability, when in fact new devices were rarely,
24 if ever, provided.

25 51. CLRA §1770(a)(9) prohibits the conduct of “advertising goods or services with intent not
26 to sell them as advertised.” This subsection was violated because APPLE advertises verbally that the
27 Extended Warranties provide new Class Devices. APPLE advertises in printed material and on the
28

internet on its website that the Extended Warranties provide new or the “equivalent to new in performance and reliability” replacement Class Devices. APPLE does not in fact intend to sell these goods or services as advertised. Plaintiffs believe that APPLE generally does not provide new Class Devices.

52. DEFENDANTS violated the CLRA by advertising services with intent not to sell them as advertised, in that the DEFENDANTS advertised the sale of Extended Warranties under which replacement devices would be new devices, or used devices which were equivalent to new in performance and reliability, when in fact new devices were rarely, if ever, provided.

53. CLRA §1770(a)(14) prohibits “Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law.” Subsection (a)(16) prohibits the conduct of “Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.” DEFENDANTS violated CLRA §1770 subsections (a)(14) and (a)(16) by representing to Plaintiffs MALDONADO and MCRIGHT that the Extended Warranties entitled them to new Class Devices in the event of repair or replacement. DEFENDANTS further violated these subsections by providing MALDONADO and MCRIGHT with replacement Class Devices that were not new or equivalent to new in performance and reliability.

54. The Named Plaintiffs, and other purchasers of APPLE Class Devices and Extended Warranties, within Texas, California and throughout the United States, suffered economic loss, as well as other damages, as a result of DEFENDANTS’ misrepresentations.

55. Plaintiffs seek an order awarding actual damages and, because DEFENDANTS engaged in the conduct alleged herein deliberately and with willful and malicious intent, punitive damages. The total amount of damages suffered by Plaintiffs and the Class will be proved at trial

556. Plaintiffs also seek an order or orders enjoining DEFENDANTS from violating the CLRA by issuing, *inter alia* –

(a) An order that DEFENDANTS cease and desist from replacing damaged or defective Class Devices with used, reconditioned, refurbished, or secondhand devices under existing Extended Warranties; and

(b) An order that DEFENDANTS cease and desist from advertising that a new Class Device will be replaced with either (i) a new device or (ii) a used or reconditioned device equivalent to new in performance and reliability;

(c) An order that DEFENDANTS clearly identify which Class Devices, in fact, are refurbished, reconditioned, secondhand, or used; and

(d) An order that DEFENDANTS cease and desist from selling Extended Warranties unless and until DEFENDANTS comply with the orders requested above.

FRAUD

57. Plaintiffs incorporate by reference the previous allegations as if they were fully set forth herein.

58. At all times relevant herein, DEFENDANTS made misrepresentations of material fact to Plaintiffs and the Class (a) regarding the actual quality of service provided pursuant to the Extended Warranties; (b) regarding the rights of consumers to return or cancel the Extended Warranties; and (c) regarding the nature of Class Devices sold to consumers.

59. DEFENDANTS have also concealed material facts from Plaintiffs and the Class, including the following:

a) that new Class Devices are not routinely provided under the Extended Warranties; and

b) that consumers can cancel or return the Extended Warranties for a full refund more than thirty days after purchase of the same; and

c) that Class Devices purchased in APPLE Stores by consumers who are led to believe they are receiving a new Class Device are not always new Class Devices, but are refurbished, reconditioned, secondhand, or used.

60. DEFENDANTS had a duty to disclose these facts by virtue of (a) DEFENDANTS' exclusive knowledge about the quality of the replacement Class Devices and its awareness that Plaintiffs were not reasonably likely to discover these facts; (b) DEFENDANTS' active concealment of those facts from Plaintiffs and members of the Class (by, *inter alia*, making false representations about the nature and quality of DEFENDANTS' obligations under the Extended Warranties); and (c) DEFENDANTS'

1 statutory and common law obligations to disclose material information to the consumers of Class
2 Devices, as alleged herein. Plaintiffs would have acted differently if DEFENDANTS had disclosed this
3 information to them and allowed them to make a fully-informed decision before purchasing Class
4 Devices and/or Extended Warranties.

5 61. DEFENDANTS' misrepresentations of material fact are uniform. APPLE represented to
6 MALDONADO and MCRIGHT, both in the AppleCare+ terms and conditions and, in the case of
7 MALDONADO, on the sales receipts, that they would receive new replacement Class Device, and they
8 and other Class members saw the same information from DEFENDANTS and were treated in the same
9 way by APPLE employees acting under APPLE's policies. The Apple Protection Plan and AppleCare+
10 warranties are the same for all Class members.

11 62. The facts that DEFENDANTS have concealed from consumers are similarly material and
12 uniform. DEFENDANTS made the misrepresentations of material facts and omitted the material facts
13 alleged herein intentionally and/or recklessly, with the intention that Plaintiffs and members of the Class
14 would rely on them. Plaintiffs and the proposed Class relied on DEFENDANTS' misrepresentations and
15 would have acted differently had the omitted facts been disclosed to them. For instance, there are
16 numerous extended warranties for APPLE products on the market with better terms than APPLE's
17 Extended Warranties. If Plaintiffs had known they were not going to receive new replacement Class
18 Devices, they would not have purchased the Extended Warranties, or the Class Devices, from
19 DEFENDANTS.

20 63. As a proximate result of DEFENDANTS' misrepresentations and concealment and
21 suppression of material facts, Plaintiffs and the proposed Class have sustained damage by, *inter alia*, (a)
22 paying for Class Devices that they would not have purchased if DEFENDANTS had not misrepresented
23 and concealed the facts alleged herein; (b) paying for Extended Warranties that did not provide the
24 quality of replacement Class Devices as represented by DEFENDANTS; and (c) being forced to pay for
25 the repair or replacement of Class Devices, often multiple times due to the inferior quality of previous
26 repairs or replacements.

64. Because DEFENDANTS engaged in the conduct alleged herein deliberately and with willful and malicious intent, Plaintiffs and the proposed class are entitled to an award of punitive damages. The total amount of damages suffered by Plaintiffs and the Class will be proved at trial. Plaintiffs and members of the proposed Class are entitled to legal and equitable relief against DEFENDANTS, including damages, specific performance, rescission, restitution, attorneys' fees, costs of suit, and other relief, as appropriate.

VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW

65. Plaintiffs incorporates by reference the previous allegations as if they were fully set forth herein.

66. This Count is brought pursuant to the False Advertising Law, California Business & Professions Code §17500 *et seq.*

67. This claim is asserted by the Plaintiffs on their own behalf and on behalf of all other similarly situated members of the Class and against all DEFENDANTS.

68. Plaintiffs allege that the DEFENDANTS' misrepresentations were an immediate cause of the injury-causing conduct.

69. Plaintiffs allege that DEFENDANTS, regarding transactions within Texas, California, and throughout the United States of America and District of Columbia, caused to be made and disseminated untrue and misleading statements concerning personal property, namely Class Devices, and concerning services, namely fulfillment of Extended Warranties, which statements were known by DEFENDANTS to be untrue and misleading, with the intent not to sell the personal property and services as advertised.

70. DEFENDANTS caused this making and dissemination of untrue and misleading statements through advertising, statements of warranty terms, and through direct contact with consumers, and by omitting material information in such advertising, statements of warranty terms, and direct contact with consumers, including the named Plaintiffs and other purchasers of APPLE Class Devices and APPLE Extended Warranties. Affirmative statements that were untrue and misleading included, but were not limited to, (a) statements that new devices would be provided to replace Class Devices under

1 the Extended Warranties; and (b) that Class Devices being purchased were new when they were not.
2 MALDONADO was told she would receive a new as a replacement, and was led to believe that the iPad
3 she purchased from an Apple Store on October 24, 2012 was new when in fact it was not.

4 71. Plaintiffs are informed and believe that new devices were rarely, if ever, used for purposes
5 of satisfying Extended Warranty claims. Furthermore, in many instances DEFENDANTS entirely failed
6 to disclose, by any means likely to reach consumers, the likelihood that used or reconditioned devices
7 would be used to fulfill the terms and conditions of the Extended Warranties. For example, consumers
8 are not given the terms and conditions of the Extended Warranties at the time of purchase. The only
9 indication of the location of the terms and conditions is an inconspicuous website address printed on
10 hard copy receipts. Consumers who opt to receive an emailed receipt may not even get this obscure
11 reference to a website address.

12 72. As a result, the named Plaintiffs and other purchasers of APPLE Class Devices and
13 APPLE Extended Warranties, within Texas, California, and throughout the United States, suffered
14 economic loss as a result of DEFENDANTS' misrepresentations. Plaintiffs and similarly situated
15 members of the Class suffered an economic injury when they were induced to buy a product they
16 otherwise would not have purchased. Plaintiffs relied on the false representations made by
17 DEFENDANTS that the replacement devices would be new, which induced them to purchase the Class
18 Devices, as well as induced them to purchase the Extended Warranties. There are numerous extended
19 warranties for APPLE products on the market with better terms than APPLE's Extended Warranties,
20 especially at the time of MALDONADO's and MCRIGHT'S purchases. If Plaintiffs had known they
21 was not going to receive new replacement Class Devices, they would not have purchased the Extended
22 Warranties, or the Class Devices, from APPLE.

23 73. Therefore, Plaintiffs and members of the proposed Class are entitled to legal and equitable
24 relief against DEFENDANTS, including restitution, injunctive relief, attorneys' fees, costs of suit, and
25 other relief, as appropriate.

26 **VIOLATION OF SECONDHAND MERCHANDISE LABELING LAW**
27
28

1 74. Plaintiffs incorporate by reference the previous allegations as if they were fully set forth
2 herein.

3 75. This Count is brought pursuant to the provisions of California Business & Professions
4 Code §17531, which is captioned “Secondhand, used, defective, second grade, or blemished
5 merchandise; required statement.”

6 76. This claim is asserted by Plaintiffs on their own behalf and on behalf of all other similarly
7 situated members of the Class and against all DEFENDANTS.

8 77. Plaintiffs allege that DEFENDANTS, regarding transactions in the State of Texas, the
9 State of California, and throughout the United States and District of Columbia, did unlawfully advertise,
10 call attention to, and give publicity to the sale of secondhand, used, and defective merchandise, without
11 conspicuously displaying directly in connection with the name and description of the merchandise a
12 direct and unequivocal statement which would clearly indicate that the merchandise so advertised and
13 publicized was secondhand, used, or defective.

14 78. In direct sales and in fulfillment of the Extended Warranties that were sold to the named
15 Plaintiffs and similarly situated consumers—warranties that had the purported purpose of providing new
16 replacement Class Devices —DEFENDANTS utilized secondhand, used, and defective replacement
17 devices without conspicuously displaying a label or other notice on the replacement devices and parts,
18 or on boxes or other containers for said replacement devices, indicating that the replacement devices
19 were secondhand, used, or defective. For instance, the Class Devices given to MALDONADO and
20 MCRIGHT came out of plain white boxes. DEFENDANTS contend that no new devices are provided
21 under the Extended Warranties; therefore, the boxes and or devices given to MALDONADO and
22 MCRIGHT should have been labeled secondhand, used or defective. Merchandise is considered
23 secondhand if any part of it has been replaced with materials that are not new. *See* Cal. Bus. & Prof.
24 Code §17531.

25 79. If such notice had been provided, it is likely that consumers would have insisted on
26 knowing the actual condition of the replacement devices before accepting the devices in fulfillment of
27 the Extended Warranties.

28

Plaintiffs’ Original Class Action Complaint

80. DEFENDANTS have also sold secondhand, refurbished, used, or defective goods to the public, representing that Class Devices are new when they are not. Plaintiff MALDONADO'S experience is representative of the quality of merchandise received by many consumers. For instance, the Class Device given to MALDONADO on or about October 24, 2012, was taken out of a plain box by the APPLE Store employee. This Class Device did not function adequately, as it would freeze up, i.e. stop working without warning, and even would "close" unexpectedly. It is MALDONADO'S information and belief that this Class Device was a refurbished, reconditioned, or second hand iPad, and is not equivalent to new in performance and reliability of a new iPad Class Device. MALDONADO paid \$249.00 for this Class Device and \$99.00 for an Extended Warranty.

81. Plaintiffs have suffered injury in fact and have lost money or property as a result of the conduct described above. As a result, the named Plaintiffs and other purchasers of APPLE Class Devices and APPLE Extended Warranties have suffered economic loss as a result of DEFENDANTS' failure to provide such notice.

82. Therefore, Plaintiffs and members of the proposed Class are entitled to legal and equitable relief against DEFENDANTS, including damages, specific performance, rescission, restitution, attorneys' fees, costs of suit, and other relief, as appropriate.

VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW

83. Plaintiffs incorporate by reference the previous allegations as if they were fully set forth herein.

84. This Count is brought pursuant to the Unfair Competition Law ("the UCL"), California Business & Professions Code §17200 *et seq.*

85. This claim is asserted by Plaintiffs on their own behalf and on behalf of all other similarly situated members of the Class and against all DEFENDANTS.

86. The UCL prohibits "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code §17200. The UCL provides that "unfair competition shall mean and include any unlawful, unfair, or fraudulent business act or practice," including acts of intentional misrepresentation or concealment of material facts.

87. By committing the acts and practices alleged herein, DEFENDANTS have engaged in unlawful, unfair, and fraudulent business practices in violation of the UCL:

a) **Unlawful Conduct**: As a result of engaging in the conduct alleged in this Complaint, DEFENDANTS have engaged in unlawful conduct by virtue of (i) their fraudulent and deceitful conduct in violation of California Civil Code §§1709-1711; (ii) their violations of the Consumers Legal Remedies Act, California Civil Code §§1770 ((a)(1), (a)(2), (a)(5), (a)(6), (a)(7), (a)(9), (a)(14) and (a)(16); (iii) their violations of the False Advertising Law, California Business & Professions Code §17500 *et seq*; and (iv) their violations of California Business & Professions Code §17531.

b) **Unfair Conduct**: DEFENDANTS have violated the UCL by engaging in the unfair conduct alleged in this Complaint, including but not limited to, violating the statutes as listed above and by engaging in unfair competition. If MALDONADO had purchased the Best Buy warranty on February 15, 2013, instead of the APPLECare+ at the APPLE store, which she would have done had she known the true nature of the goods and services she was receiving from DEFENDANTS, the terms and conditions of the Best Buy extended warranty would have been drastically better. At that time (February 15, 2013), Best Buy had no deductible (but a monthly \$14.99 fee), and an unlimited number of incidences, whereas APPLE charged \$99.00 for the plan and had a \$49.00 deductible per incident, with a limit of two incidences. *See <http://www.geeksquad.com/protection-plans/terms-and-conditions.aspx>*. Thus, DEFENDANTS' actions are unfair and are depriving Plaintiff and members of the Class of true competition between companies vying for their business, and thus also depriving them of the best deals. UCL §17203 authorizes a private cause of action for injunctive relief against parties engaging in unfair competition. DEFENDANTS' actions are also unfair as they failed to disclose the used or reconditioned nature of the Class Devices when selling them as if they were new, which is in violation of California's public policy as expressed in Cal. Business & Professions Code §17531, regardless of whether DEFENDANTS' actions violated the

1 letter of the law or not. The public has no way to distinguish “new” versus “refurbished”
2 or “used” electronic devices and DEFENDANTS have unfairly taken advantage of this
3 fact.

4 c) **Fraudulent Conduct:** DEFENDANTS have violated the UCL by engaging in
5 the fraudulent and deceitful conduct alleged generally in this Complaint. A reasonable
6 consumer is likely to have been misled by DEFENDANTS’ practices, representations,
7 and omissions as to the true nature of the Extended Warranties, and is also likely to have
8 been misled by Class Devices being represented as new when they were not.

9 88. DEFENDANTS continue to violate the UCL as they have not changed their
10 business acts or practices upon receipt of Plaintiff’s notice. Further, as a direct and proximate
11 result of APPLE’S violations of the UCL, Plaintiff and Class members have suffered actual
12 damage in that they purchased Class Devices and/or Extended Warranties that they otherwise
13 would not have had DEFENDANTS not represented that replacement Class Devices would be
14 new.

15 89. Pursuant to §17203 of the UCL, Plaintiffs and the Class seek an order that (a)
16 enjoins DEFENDANTS from continuing to provide inferior replacement Class Devices and/or
17 parts, and from continuing to make false representations to consumers that they will receive new
18 Class Devices and/or parts pursuant to the Extended Warranties; (b) requires DEFENDANTS to
19 honor the terms of the Extended Warranties as they are represented to consumers; (c) enjoins
20 DEFENDANTS from continuing to make false representations regarding the characteristics and
21 benefits of the Extended Warranties, and the nature and quality of the replacement Class Devices
22 and/or parts; and (d) requires DEFENDANTS to make full restitution of all monies wrongfully
23 obtained from its violations of the UCL, as alleged in this Complaint; and (e) requires
24 DEFENDANTS to pay Plaintiffs’ and the Class’s attorneys’ fees and costs.

25 **VII. INJUNCTIVE RELIEF**

26 90. Plaintiffs re-allege each and every allegation set forth above.
27
28

1 91. As set forth above, Plaintiffs and the Class Members entered into a contract with APPLE.
2 APPLE breached this contract by not providing new or equivalent to new Devices to Plaintiff and the
3 Class Members. APPLE should be enjoined from continuing the practice of breaching their contract to
4 Plaintiffs and the Class Members. While Plaintiffs may recover some damages by way of this lawsuit,
5 there are certain damages for which there is no adequate remedy at law for such harm. If APPLE is not
6 so enjoined, Plaintiffs and the Class Members (and future Class Members) will suffer irreparable harm
7 in incurring costs and expense and time, in repeatedly returning Devices to APPLE until APPLE actually
8 honors their agreement; and will be provided with deficient Devices.

9 92. The Defendants are providing used or refurbished Devices to those putative Class
10 Members who have purchased the Apple Plans (or were the intended beneficiaries of such purchases, or
11 had an Apple Plan transferred to them). Such is a breach of contract and/or breach of warranty.
12 Defendants cannot establish that a refurbished Device will ever meet the promises it makes in the
13 contract or warranties at issue between the parties. Defendants' continued breaches of the contract at
14 issue should be enjoined, by forcing through judicial action Defendants to provide new Devices to those
15 putative Class Members who seek replacement of their Devices, or demonstrating that each Device
16 provided is in fact equivalent to a new Device in all relevant respects (Defendants cannot do so).

17 93. Therefore, Plaintiffs seek the entry of a preliminary and permanent injunction.

18 94. Plaintiffs request that the Court enter a preliminary and permanent injunction:

- 19 a. Requiring Defendants to honor their contractual agreement to provide new
20 replacement Devices under the Apple Plans.

21 95. Plaintiffs will likely suffer irreparable injury if injunctive relief is not granted as they
22 have been and will continue to suffer property damage and nuisance if the relief is not granted.

23 96. The requested injunctive relief will not adversely affect public policy or the public
24 interest. Rather, the entry of the requested injunctive relief will favorably affect the public interest.

25 97. Plaintiffs are willing to post an appropriate bond in support of the requested injunctive
26 relief.

PRAYER

WHEREFORE, Plaintiffs and the Class Members demand judgment against Defendants Apple, Inc., AppleCare Service Company, Inc., and Apple CSC, Inc. as follows:

- a. An order certifying the Class for the purpose of going forward with any one or all of the causes of action alleged herein; appointing Plaintiffs as Class Representatives; and appointing undersigned counsel as counsel for the Class;

AS TO THE FIRST CAUSE OF ACTION

(Breach of Contract)

- b. For reimbursement, restitution, and other such equitable relief as may be necessary, including specific performance, restitution, disgorgement of profits, attorneys' fees, costs of suit, and other relief, as appropriate;

AS TO THE SECOND CAUSE OF ACTION

(Breach of Warranty)

- c. For reimbursement, restitution, and other such equitable relief as may be necessary, including specific performance, restitution, disgorgement of profits, attorneys' fees, costs of suit, and other relief, as appropriate;

AS TO THE THIRD CAUSE OF ACTION

(The CLRA, Cal. Civil Code §1770 *et seq.*)

- d. For an order awarding damages pursuant to CLRA §1780(a)(1);
e. For an order awarding restitution pursuant to CLRA §1780(a)(3);
f. For an order awarding punitive damages pursuant to CLRA §1780 (a)(4);
g. For an order awarding attorneys' fees pursuant to CLRA §1780(d);
h. For orders pursuant to CLRA §1780(a)(2) enjoining DEFENDANT from violating the CLRA such as, *inter alia* -
(i) An order that DEFENDANTS cease and desist from replacing damaged or defective Class Devices with used, reconditioned, refurbished, or secondhand devices; and

- (ii) An order that DEFENDANTS, in the future, only make repairs to damaged or defective Class Devices under existing Extended Warranties with new parts; and
- (iii) An order that DEFENDANTS cease and desist from advertising that a new Class Device will be replaced with either (i) a new device or (ii) a used or reconditioned device that is equivalent of new, unless at least 50% of the replacements are new;
- (iv) An order that DEFENDANTS cease and desist from advertising that repairs to damaged or defective Class Devices pursuant to the Extended Warranties will be done utilizing a new part or utilizing a used or reconditioned device that is equivalent of new, unless that truly is the case;
- (v) An order that DEFENDANTS clearly identify which Class Devices, in fact, are refurbished, reconditioned, secondhand, or used and which contain used, reconditioned, refurbished, or secondhand parts; and
- (vi) An order that DEFENDANTS cease and desist from selling Extended Warranties unless and until DEFENDANTS comply with the orders requested above;
- (vii) An order enjoining any method, act or practice of DEFENDANTS found by the Court to violate CLRA §1770;

AS TO THE FOURTH CAUSE OF ACTION

(Fraud)

- i. For an order providing Plaintiffs and the proposed Class with legal and equitable relief against DEFENDANTS, including damages, specific performance, restitution, attorneys' fees, costs of suit, and other relief, as appropriate;
- j. For an award of monetary damages, including but not limited to, compensatory, incidental and consequential damages commensurate with proof at trial for the acts

complained of herein; disgorgement of profits; and for an award of punitive damages in an amount consistent with applicable statutes and precedent;

AS TO THE FIFTH CAUSE OF ACTION

(California False Advertising Law, Cal. Bus. & Prof. Code §17500)

- k. For an order providing Plaintiffs and the proposed Class with equitable relief against DEFENDANTS, including specific performance, restitution, disgorgement of profits, attorneys' fees, costs of suit, and other relief, as appropriate;

AS TO THE SIXTH CAUSE OF ACTION

(Secondhand Merchandise Labeling Law, Cal. Bus. & Prof. Code §17531)

- l. For an order providing Plaintiffs and the proposed Class with legal and equitable relief against DEFENDANTS, including damages, specific performance, restitution, attorneys' fees, costs of suit, and other relief, as appropriate;

AS TO THE SEVENTH CAUSE OF ACTION

(The UCL, Cal. Bus. & Prof. Code §17200)

- m. For restitution, disgorgement of profits, and such other injunctive and equitable relief as may be necessary, including but not limited to an order pursuant to UCL Bus. & Prof. Code §17200 *et seq.* that:
 - (i) enjoins DEFENDANTS from continuing to provide replacement Class Devices and/or parts that are not new, and from continuing to make false representations to consumers that they will receive new Class Devices and/or parts pursuant to the Extended Warranties;
 - (ii) requires DEFENDANTS to honor the terms of the basic and Extended Warranties as they are represented to consumers, including a refund of the purchase price;
 - (iii) enjoins DEFENDANTS from continuing to make false representations regarding the characteristics and benefits of the

Extended Warranties, and the nature and quality of the replacement Class Devices and/or parts;

(iv) requires DEFENDANTS to provide an accounting of all moneys received and profits made as a result of the acts and practices found to constitute unfair competition, and to make full restitution of all moneys wrongfully obtained from its violations of the UCL, as alleged in this Complaint; and

(v) requires DEFENDANTS to pay Plaintiffs' and the Class's attorney fees and costs;

AS TO ALL CAUSES OF ACTION

- n. For an award of attorneys' fees;
- o. For an award of costs;
- p. For an award of pre- and post-judgment interest on any amounts awarded;
- q. For any and all other relief the Court deems just and appropriate.

Plaintiffs demand a trial by jury on all appropriate issues.

Respectfully submitted,

Dated: July 20, 2016

/s/ Renee Kennedy
Renee Kennedy

/s/ Peter Kafin
Peter Kafin

**Attorneys for Plaintiffs VICKY MALDONADO
and JOANNE MCRIGHT**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

VICKY MALDONADO AND JOANNE)	
MCRIGHT, individually and On Behalf Of)	
Themselves And All Others Similarly)	
Situated,)	
Plaintiffs,)	CIVIL ACTION NO.
)	
v.)	
)	
APPLE INC., APPECARE SERVICE)	
COMPANY, INC., AND APPLE CSC, INC.)	
)	
Defendants.)	

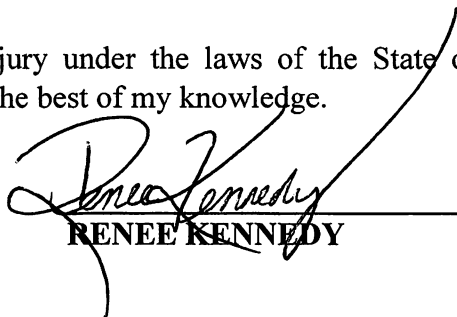
EXHIBIT A

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

RENEE KENNEDY appeared in person before me today and stated under oath:

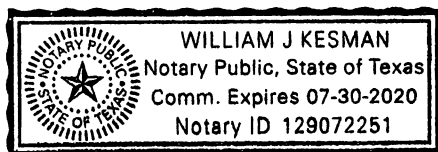
"My name is RENEE KENNEDY. I am above the age of eighteen years, and I am fully competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

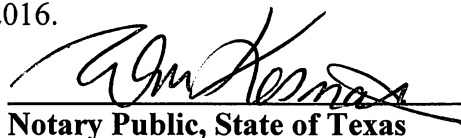
- (1) I am the attorney for the Plaintiffs in this action. I make this Declaration pursuant to California Code of Civil Procedure §1780(d).
- (2) This action has been filed in the United States District Court Northern District of California, because Defendants APPLE, INC., APPECARE SERVICE COMPANY, INC., and APPLE CSC, INC., are doing business in the State of California, including but not limited to the Northern District of California.
- (3) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.



RENEE KENNEDY

SIGNED under oath before me on July 19, 2016.





Notary Public, State of Texas

Exhibit A

AppleCare

AppleCare Protection Plan for iPhone

How Consumer Rights Affect this Plan

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE MENTIONED PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. **The Plan.** This service contract governs the hardware service and technical support provided to you by Apple under the above-mentioned plan (the "Plan") for the Apple branded product and the accessories contained in its original packaging ("Covered Equipment") listed on your proof of coverage document ("Plan Confirmation").

2. **When Coverage Begins and Ends.**

Coverage begins when you purchase the Plan and ends on the date specified in your Plan Confirmation ("Coverage Period"). To obtain your Plan Confirmation, register your Covered Equipment and your Plan's registration number ("Plan Agreement Number") with Apple. If auto-registration is available, your original sales receipt will be your Plan Confirmation. The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your service contract. The price of the Plan is contained in the original sales receipt. The hardware service and technical support coverage provided by the Plan is additional to the coverage provided by the manufacturer's hardware warranty and complimentary technical support.

3. **What is Covered?**

3.1 Hardware Service

If during the Coverage Period, you submit a valid claim by notifying Apple that (i) a defect in materials and workmanship has arisen in the Covered Equipment or, (ii) the capacity of the covered iPhone battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specifications, Apple will either (a) repair the defect at no charge, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage for the remaining period of the Plan.

3.2 Technical Support

During the Coverage Period, Apple will provide you with access to telephone and web-based technical support resources. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form. The scope of technical support provided to you will vary according to your Plan.

3.3 Scope of Technical Support

Under the Plan, Apple will provide technical support for the Covered Equipment, iPhone OS ("iOS") and software applications that are pre-installed with the Covered Equipment (both referred to as "Consumer Software") and connectivity issues between the Covered Equipment and a "Supported Computer", meaning a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment.

4. **What is not Covered?**

4.1 Hardware Service. Apple may restrict service to the Covered Equipment's original Country of Purchase. The Plan does not apply to:

- (i) Installation, removal or disposal of the Covered Equipment, or provision of equipment while the Covered Equipment is being serviced;
- (ii) Damage caused by (a) a product that is not the Covered Equipment, (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external causes, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (d) service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP");
- (iii) Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer;
- (iv) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
- (v) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (vi) Preventative maintenance on the Covered Equipment; or
- (vii) Defects caused by normal wear and tear or otherwise due to normal aging of the product

4.2 Technical Support. The Plan does not include:

- (i) Your use of the iOS and Consumer Software as server-based applications;
- (ii) Issues that could be resolved by upgrading software to the then current version;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the iOS or Consumer Software;
- (iv) Your use of a computer or operating system that is unrelated to Consumer Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the iOS or Consumer Software, as covered under the Plan;
- (vi) iOS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software; or
- (vii) Damage to, or loss of any software or data residing or recorded on the Covered Equipment. Recovery and reinstallation of software programs and user data are not covered under this Plan.

5. How to Obtain Service and Support?

You may obtain hardware services and technical support by accessing the Apple website (www.apple.com/support) or calling the telephone number listed below. If calling, an Apple technical support representative will answer, request your Plan Agreement Number or Covered Equipment serial number, before providing assistance. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your product's eligibility for coverage.

6. Hardware Service Options.

6.1 Apple will provide hardware services through one or more of the following options:

- (i) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or an AASP offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service ("ARS") location to be repaired. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.
- (ii) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, packaging material) and you will ship the Covered Equipment to an ARS location in accordance with Apple's instructions. Once

service is complete, the Apple repair service location will return the Covered Equipment to you. Apple will pay for shipping to and from your location if all instructions are followed.

(iii) Express replacement or do-it-yourself ("DIY") parts service. Express replacement is available for certain Covered Equipment products, and DIY parts service is available for many Covered Equipment parts or accessories, allowing you to service your own product. If express replacement or DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Apple requires return of the replaced product or part. Apple may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide credit card authorization, service may not be available to you and Apple will offer alternative arrangements for service. Apple will ship a replacement product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced product or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed or return a replaced product or part that is ineligible for service, Apple will charge the credit card for the authorized amount.

(b) Service where Apple does not require return of the replaced product or part. Apple will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.

(c) Apple is not responsible for any labor costs you incur relating to express replacement or DIY parts service. Should you require further assistance, contact Apple at the telephone number listed below.

6.2 Apple reserves the right to change the method by which Apple may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

7. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

(i) Provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested;

(ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;

(iii) Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;

(iv) Follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;

(v) Update software to currently published releases prior to seeking service; and

(vi) Make sure to backup software and data residing on the Covered Equipment. DURING APP FOR IPHONE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE IPHONE AND REFORMAT THE STORAGE MEDIA. Apple will return your iPhone or provide a replacement iPhone as the iPhone was originally configured, subject to applicable updates. Apple may install iOS updates as part of hardware service that will prevent the iPhone from reverting to an earlier version of the iOS. Third party applications installed on the iPhone may not be compatible or work

with the iPhone as a result of the iOS update. You will be responsible for reinstalling all other software programs, data and passwords.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number below, or send or fax written notice with your Plan Agreement Number to AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S. (fax number 916-405-3973). A copy of the Plan's original proof of purchase must accompany your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Coverage Period from the Plan's date of purchase, less (a) a cancellation fee of twenty-five (\$25) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Apple may cancel this Plan for fraud or material misrepresentation. Unless applicable local law provides otherwise, Apple may also cancel this plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

10. Transfer of Plan

(i) With Transfer of Covered Equipment to New Owner. Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) the transfer includes the original Proof of Purchase, the Plan's Confirmation and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending, faxing or e-mailing notice of transfer to Apple Inc., ATTN: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., fax number 916-405-3655 or agmts_transfer@apple.com, respectively, and (c) the party receiving the Plan accepts the Terms and Conditions of the Plan. When notifying Apple of the transfer of the Plan, you must provide the Plan Agreement Number, the serial numbers of the Covered Equipment being transferred, and the name, address, telephone number and email address of the new owner.

(ii) With Transfer From Original Covered Equipment to New Covered Equipment You may make a one time, permanent transfer of the coverage under the Plan to a new Apple product that is owned and purchased by you within thirty (30) days of the Covered Equipment purchase. The new product must be eligible for coverage under the Plan and at the time of transfer both products must be covered under the manufacturer's one (1) year limited warranty. Apple will issue a Plan Confirmation for the new product, which will then become the Covered Equipment. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial numbers and Proof of Purchase of the products being transferred by sending or faxing, where available, notice of transfer to Apple as set forth in the section immediately above.

11. General Terms

(i) Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(ii) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.

(iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

(iv) This Plan is offered and valid only in the fifty states of the United States of America, the District of Columbia and Canada. This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states, and is not available where prohibited by law.

(v) In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.

(vi) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy.

(vii) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact Apple at the telephone numbers provided.

(viii) Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL www.apple.com/legal/privacy. If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access URL www.apple.com/contact/myinfo to update your personal contact preferences or you may contact Apple at URL www.apple.com/privacy/contact.

(ix) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.

(x) You must purchase and register the Plan while your Apple-branded iPhone is within Apple's One Year Limited warranty. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.

(xi) There is no informal dispute settlement process available under this Plan.

(xii) For Plans sold in the United States, "Apple" is AppleCare Service Company, Inc. an Arizona corporation with its registered office at c/o CT Corporation System, 2394 East Camelback Road, Phoenix, Arizona 85016, doing business in the state of Texas as Apple CSC, Inc., and the obligations of such Plans are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

(xiii) The Administrator for Plans sold in the United States is Apple Inc. (the "Administrator"), a California corporation with its registered office at 1 Infinite Loop, Cupertino, California 95014. The

Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of claims under the Plan.

(xiv) Except where prohibited by law, the laws of the State of California govern Plans purchased in the United States. If the laws of any jurisdiction where this Plan is purchased are inconsistent with these terms, including the jurisdictions of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin and Wyoming, the laws of that jurisdiction will control.

(xv) Support services under this Plan may be available in English only.

(xvi) There is no deductible payment due in respect of a claim made under this Plan.

(xvii) The Plan will not be cancelled due to pre-existing conditions in the Covered Equipment that are eligible for service under the Plan.

12. Country, Province and State Variations

The following country, province and state variations will control if inconsistent with any other provisions of this Plan:

12.1 Canada

Quebec Residents

The laws of the Province of Quebec will govern this Plan and any disputes arising under it. The section "Limitation of Liability" is not applicable to residents of Quebec.

12.2 United States

Alabama, California, Hawaii, Maryland, Minnesota, Missouri, New Mexico, Nevada, New York, South Carolina, Texas, Washington and Wyoming Residents

If you cancel this Plan pursuant to these Terms and Conditions, and we fail to refund the purchase price to you within thirty (30) days for California, New York, Missouri and Washington residents, within forty-five (45) days for Alabama, Hawaii, Maryland, Minnesota, Nevada, South Carolina, Texas and Wyoming residents, and within sixty (60) days for New Mexico residents, we are required to pay you a penalty of 10% per month for the unpaid amount due and owing to you. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

California Residents

If you cancel within thirty (30) days of your Plan receipt, you will receive a full refund less the value of any service provided under the Plan.

Colorado Residents

Notice: This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

Connecticut Residents

The expiration date of the Plan will automatically be extended by the period that the Covered Equipment is in Apple's custody while being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of this Plan, to State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

Florida Residents

The laws of the State of Florida will govern this Plan and any disputes arising under it. The rate charged for the contract is not subject to regulation by the Florida Office of Insurance Regulation.

Michigan Residents

If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

Nevada Residents

Cancellations: No Plan that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds:

- a. Failure by the holder to pay an amount due;
- b. Conviction of the holder of a crime which results in an increase in the service required;
- c. Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;
- d. Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan;
- e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

Grounds for cancellation; date cancellation effective. No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

Cancellation of contract; Refund of purchase price; cancellation fee.

(i) If Apple cancels this Plan, Apple shall refund to Nevada consumers the portion of the purchase price that is unearned. Apple may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Apple cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.

(ii) Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to Apple a request in writing to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned and Apple will not deduct the value of any service provided.

(iii) If you request the cancellation of this Plan after the first thirty (30) days of the Plan term, Apple may impose the cancellation fee described in the Plan, but will not deduct the value of any service provided.

(iv) When Apple calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to this Plan.

AppleCare Service Company, Inc. backs this Plan for Nevada residents by its full faith and credit.

No prior approval for services or goods covered under the Plan is necessary.

New Hampshire Residents

In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department, by mail at State Of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

New Mexico Residents

Cancellations: No Plan that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds:

- a. Failure by the holder to pay an amount due;
- b. Conviction of the holder of a crime which results in an increase in the service required;
- c. Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;

d. Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan;

e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

North Carolina Residents

The purchase of this Plan is not required either to purchase or to obtain financing for computer equipment. Apple Inc. will not cancel this plan EXCEPT for failure to pay the purchase price for the Plan.

Oregon Residents

In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services by mail at the Department of Consumer and Business Services, Oregon Insurance Division, 350 Winter Street NE, Salem, OR 97301; or by telephone via Consumer Advocacy, at 888-877-4894.

South Carolina Residents

Unresolved complaints or Plan regulation questions may be addressed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800-768-3467.

Tennessee Residents

This Plan shall be extended as follows: (1) the number of days the consumer is deprived of the use of the product because the product is in repair; plus two (2) additional workdays.

Texas Residents

The provider may cancel this Plan with no prior notice for non-payment, misrepresentation or a substantial breach of a duty by the holder relating to the Covered Equipment or its use. Unresolved complaints or Contract regulation questions may be addressed to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

Wisconsin Residents

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

If you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund. If you cancel more than thirty (30) days after your receipt of the Plan, you will receive a pro-rata refund of the original purchase price, based on the percentage of unexpired Coverage Period, less a cancellation fee of twenty-five (\$25 USD) dollars or ten percent (10%) of the pro-rata amount, whichever is less. No deduction shall be made from the refund for the cost of any service received. Apple will not cancel this plan EXCEPT for failure to pay the purchase price for the plan. If Apple cancels the Plan, you will receive a pro-rata refund for the Plan's unexpired term.

Wyoming Residents

If Apple cancels this Plan, Apple will mail to you written notice of the cancellation at your last known address contained in Apple's records no less than ten (10) days prior to the effective cancellation date. The prior written notice will contain the effective date of cancellation and the reasons for cancellation. Apple is not obligated to provide prior notice if cancellation is due to nonpayment of the Plan, a material misrepresentation by you to Apple, a substantial breach of your duties under the Plan or a substantial breach of your duties relating to the Covered Equipment or its use.

Disputes arising under this Plan may be settled in accordance with the Wyoming Arbitration Act.

Telephone Numbers

In the U.S:

800-APL-CARE (800-275-2273)

Seven days a week

8:00 A.M. to 8:00 P.M. central time*

In Canada:

800-263-3394

Seven days a week

9:00 A.M. to 9:00 P.M. eastern time*

* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at www.apple.com/contact/phone_contacts.html. Toll-free numbers are not available in all countries.

Telephone Numbers

In the U.S:

800-APL-CARE (800-275-2273)

Seven days a week

8:00 A.M. to 8:00 P.M. central time*

In Canada:

800-263-3394

Seven days a week

9:00 A.M. to 9:00 P.M. eastern time*

* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at www.apple.com/contact/phone_contacts.html. Toll-free numbers are not available in all countries.

Exhibit B

AppleCare+



AppleCare+

Terms and Conditions

Terms & Conditions

AppleCare+ for iPhone

AppleCare+ for iPad

AppleCare+ for iPod

How Consumer Rights Affect This Plan

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. The Plan

This service contract governs the hardware service and technical support provided to you by Apple under the above-mentioned plans (each referred to herein as the "Plan") for an Apple-branded iPhone, iPad or iPod and the accessories contained in its original packaging ("Covered Device") listed on your proof of coverage document ("Plan Confirmation"). Apple will also provide hardware service and technical support coverage for an AirPort Express or an AirPort Extreme Base Station, and an AirPort Time Capsule product ("iPad Connectivity Device") if the iPad Connectivity Device is used with an

iPad covered under the AppleCare+ for iPad and purchased no earlier than two years before the covered iPad. (For purposes of this service contract, the Covered Device and, if applicable, the iPad Connectivity Device is known collectively as the "Covered Equipment").

2. When Coverage Begins and Ends

Coverage begins when you purchase the Plan. Coverage ends twenty-four (24) months from the date of retail purchase of your original Covered Device ("Plan Term"). Your Plan Confirmation will be provided to you at or about the time of purchase or sent to you automatically thereafter. The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your service contract. To obtain a copy of your Plan Confirmation, follow the instructions and enter your Covered Device's serial number at www.apple.com/support/applecare/view. You can find the price of the Plan on the original sales receipt. Coverage under this Plan is additional to the coverage provided under applicable mandatory laws, the manufacturer's hardware warranty and complimentary technical support.

3. What is Covered?

3.1 Hardware Service

If during the Plan Term, you submit a valid claim by notifying Apple that (i) a defect in materials and workmanship has arisen in the Covered Equipment, or (ii) the capacity of the Covered

Equipment's battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specifications, Apple will either (a) repair the defect at no charge, using new parts or parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment, with a replacement product that is new or equivalent to new in performance and reliability. All replacement products provided under this Plan will at a minimum be functionally equivalent to the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage for the remaining period of the Plan.

3.2 Accidental Damage from Handling

If during the Plan Term you submit a valid claim notifying Apple that the Covered Device has failed due to accidental damage from handling ("ADH"), Apple will, subject to the service fee described below, either (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability (both individually known as a "Service Event"). ADH coverage will expire and all of Apple's obligations to you under this section 3.2 will be fulfilled in its entirety before the end of the Plan Term when Apple, as a result of ADH claims, has provided to you two (2) Service Events.

ADH coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (e.g. drops and liquid contact) that arises from your normal daily usage of the Covered Device as intended for such Covered Device. ADH coverage does not include (a) protection against normal wear and tear, theft, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device, (b) protection against any other act or result not covered by the Plan, as described in Section 4.2 below, or (c) any resultant damage to the Covered Device that arises from one or more conditions described in Section 3.2(a) or (b). Apple may ask you to provide an explanation of where and when the accident occurred with a detailed description of the actual event. Apple will deny your claim if you fail to pay the service fee or fail to provide information relating to the accident when asked.

- Under AppleCare+ for iPhone, you will pay a \$79 (U.S.) dollar service fee plus applicable tax for each ADH claim.
- Under AppleCare+ for iPad, you will pay a \$49 (U.S.) dollar service fee plus applicable tax for each ADH claim.
- Under AppleCare+ for iPod, you will pay a \$29 (U.S.) dollar service fee plus applicable tax for each ADH claim.

3.3 Technical Support

During the Plan Term, Apple will provide you with access to telephone and web-based technical support resources. Your complimentary technical support ends ninety (90) days after the Covered Equipment's date of original purchase. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, the term "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

3.4 Scope of Technical Support

Under the Plan, Apple will provide technical support for the following:

- (i) Covered Equipment,
- (ii) Operating system ("OS") and software applications that are pre-installed with the Covered Equipment ("Consumer Software"),

- (iii) Apple-branded software applications that are designed to operate with the Covered Equipment, including but not limited to Keynote, Pages, Numbers, iPhoto, iMovie and GarageBand (also referred to as "Consumer Software"), and
- (iv) Connectivity issues between the Covered Equipment and a Supported Computer. A "Supported Computer" means a computer that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment.

4. What is not Covered?

4.1 Hardware Service and ADH Coverage Area

Under AppleCare+ for iPhone and AppleCare+ for iPad, Apple may restrict hardware service and ADH coverage to the country where the Covered Device was originally purchased.

4.2 Hardware Coverage and ADH Coverage

- (i) The Plan does not apply to installation, removal or disposal of the Covered Equipment, or provision of equipment while the Covered Equipment is being serviced.
- (ii) The Plan does not apply to damage caused by (a) a product that is not the Covered Equipment, (b) abuse, misuse, fire, earthquake or other external causes except as described in section 3.2 above, (c) operating the Covered Equipment outside the permitted or intended uses described by the

manufacturer, or (d) service performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP").

- (iii) The Plan does not apply to a product with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer.
- (iv) The Plan does not apply to Covered Equipment that has been lost or stolen. This Plan only applies to Covered Equipment returned to Apple in its entirety.
- (v) The Plan does not apply to cosmetic damage to the Covered Equipment, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Equipment.
- (vi) The Plan does not apply to preventative maintenance on the Covered Equipment.
- (vii) The Plan does not apply to defects caused by normal wear and tear or which is otherwise due to normal aging of the product, and
- (viii) The Plan does not apply to a pre-existing condition on any Covered Equipment if you purchased the Plan after you purchased the Covered Equipment.

Important: Do not open the Covered Equipment, as damage caused as a result of opening the equipment is not covered by this Plan. Only Apple or an authorized service provider should perform service on the Covered Equipment.

4.3 Technical Support

- (i) The Plan does not include Technical Support for your use of the OS and Consumer Software as server-based applications.
- (ii) The Plan does not include Technical Support for issues that could be resolved by upgrading software to the then current version.
- (iii) The Plan does not include Technical Support for third-party products or their effects on or interactions with the Covered Equipment, the OS or Consumer Software.
- (iv) The Plan does not include Technical Support for your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered Equipment.
- (v) The Plan does not include Technical Support for Apple software other than the OS or Consumer Software, as covered under the Plan.
- (vi) The Plan does not include Technical Support for OS software or any Apple-branded software designated as "beta," "prerelease," or "preview" or similarly labeled software, and

- (vii) The Plan does not include Technical Support for damage to, or loss of any software or data that was residing or recorded on the Covered Equipment. The Plan does not cover the recovery or reinstallation of software programs and user data.

5. How to Obtain Service and Support?

You may obtain hardware services, which include those relating to ADH coverage and technical support. To obtain such services or support, please access the Apple website (www.apple.com/support/country) or call the telephone number listed below. If you call, you will need to give the Apple technical support representative who answers your call the Plan Agreement Number or Covered Equipment serial number before you can receive assistance. You need to keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your Covered Equipment's eligibility for coverage.

6. Service Options

- 6.1 Apple will provide hardware services to you through one or more of these options:
 - (i) Carry-in service. Carry-in service is available for most Covered Equipment products. Return the Covered Equipment to an Apple-owned retail store location or to an AAPSP that offers carry-in service. Service will be performed for you at the store,

or the store may send the Covered Equipment to an Apple repair service ("ARS") site for service. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.

- (ii) Mail-in service. Direct mail-in service is available for most Covered Equipment products. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, packaging material) and you will ship the Covered Equipment to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Covered Equipment to you. Apple will pay for shipping to and from your location if you follow all instructions.
- (iii) Express Replacement Service ("ERS") or do-it-yourself ("DIY") parts service. ERS is available for certain Covered Equipment products. DIY parts service is available for many Covered Equipment parts or accessories, and this will allow you to service your own Covered Equipment. If ERS or DIY parts service is available in the circumstances, the following process will apply.
 - (a) Service where Apple requires return of the replaced Covered Equipment or part. Apple may require a credit card authorization to serve as security for the retail price of the replacement Covered Equipment or part and

applicable shipping costs. If you are not able to provide credit card authorization, service may not be available to you and Apple will offer an alternative arrangement for service. Apple will ship a replacement Equipment or part to you with installation instructions, if such are applicable, and any requirements for the return of the replaced Covered Equipment or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the Covered Equipment or part and shipping to and from your location. If you fail to return the replaced Covered Equipment or part as instructed or return a replaced Covered Equipment or part that is ineligible for service, Apple will charge the credit card for the authorized amount.

- (b) Service where Apple does not require return of the replaced product or part. Apple will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.
- (c) Apple is not responsible for any labor costs you incur in respect to ERS or DIY parts service. Should you require further assistance, you should contact Apple at the telephone number listed below.

6.2 Apple reserves the right to change the method by which Apple may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary according to country. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service to a country where service is available. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards.

7. Your Responsibilities

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

- (i) You will provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested.
- (ii) You will provide information about the symptoms and causes of the issues with the Covered Equipment.

- (iii) You will respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, the actions which were taken before the Covered Equipment experienced the issue and the steps taken to resolve the issue.

- (iv) You will follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions.

- (v) You will update software to currently published releases prior to seeking service.

- (vi) You will make sure to back up software and data residing on the Covered Equipment. DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install OS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS. Third party applications installed on the Covered Equipment may not be compatible or work with

the Covered Equipment as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS

CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel this Plan, you may call Apple at the telephone number below to do so, or you may send or fax written notice with your Plan Agreement Number to AppleCare Administration, PO. Box 149125, Austin, TX 78714-9125, U.S. (fax number 916-405-3973). You must send a copy of the Plan's original proof of purchase with your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price. The pro rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less (a) a cancellation fee of twenty-five (\$25) dollars or ten percent (10%) of the pro-rata

amount, whichever is less, and (b) the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Apple may cancel this Plan for fraud or material misrepresentation. Unless applicable local law provides otherwise, Apple may also cancel this Plan if service parts for the Covered Equipment are not available, upon thirty (30) days prior written notice. If Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

10. Transfer of Plan

Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) you transfer to the other party the original proof of purchase, the Plan's Confirmation, the Plan's printed materials and this service contract; (b) you notify Apple of the transfer by sending, faxing or e-mailing notice of transfer to Apple Inc., ATTN: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S., fax number 916-405-3655 or agmts_transfer@apple.com, respectively, and (c) the other party accepts the terms of this service contract. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the name, address, telephone number and email address of the new owner.

11. General Terms

- (i) Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- (ii) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.
- (iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.
- (iv) This Plan is offered and valid only in the fifty states of the United States of America and the District of Columbia and all provinces and territories of Canada. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all states of the United States and in all provinces and territories of Canada, and is not available where prohibited by law.
- (v) In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.
- (vi) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring

your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy.

- (vii) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding the processing of your data, contact Apple at the telephone numbers provided.

- (viii) Apple will protect your information in accordance with Apple Customer Privacy Policy available at <http://www.apple.com/legal/internet-services/privacy>. If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access URL www.apple.com/contact/myinfo to update your personal contact preferences or you may contact Apple at URL www.apple.com/privacy/contact.

- (ix) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.

20 English

- (x) Apple is not obligated to renew this Plan. If Apple does offer to renew this Plan, it will determine the price and terms.
- (xi) There is no informal dispute settlement process available under this Plan.

- (xii) "Apple" is AppleCare Service Company, Inc., an Arizona corporation with its registered office at c/o CT Corporation System, 2394 East Camelback Road, Phoenix, Arizona 85016, doing business in the state of Texas as Apple CSC, Inc., for Plans sold in the United States. The obligations of all Plans sold in the United States are backed by the full faith and credit of the provider, AppleCare Service Company, Inc. "Apple" is Apple Canada Inc., with offices at 7495 Birchmount Road, Markham, Ontario, L3R 5G2, Canada for Plans sold in Canada. Apple Canada Inc. is the legal and financial obligor for Plans sold in Canada.

- (xiii) The Administrator is Apple Inc. (the "Administrator" TDLR License #300), a California corporation with its registered office at 1 Infinite Loop, Cupertino, California 95014. The Administrator is responsible for the collection and transfer to AppleCare Service Company, Inc. of the purchase price for the Plan and for the administration of claims under the Plan.

- (xiv) Except where prohibited by law, the laws of the State of California govern Plans purchased in the United States. The laws of the province of Ontario govern Plans purchased in Canada except where prohibited by law. If these terms are inconsistent

English 21

with the laws of any jurisdiction where you purchase this Plan, including the laws of Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin and Wyoming, then the laws of that jurisdiction will control.

- (xv) Support services under this Plan may be available in English and French only.

12. Country, Province and State Variations

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this section. The following country, province or state variations will control if inconsistent with any other provisions of this Plan:

12.1 Canada

In Canada, the service fee for each ADH Claim as described in section 3.2 is (i) seventy-nine (CDN\$79) Canadian dollars plus applicable tax for AppleCare+ for iPhone, (ii) forty-nine (CDN\$49) Canadian dollars plus applicable tax for AppleCare+ for iPad, and (iii) twenty-nine (CDN\$29) Canadian dollars plus applicable tax for AppleCare+ for iPod. The cancellation fee described in section 9 is twenty-five (CDN\$25) Canadian dollars or ten percent (10%) of the pro-rata amount, whichever is less.

Quebec Residents

The laws of the Province of Quebec will govern this Plan and any

disputes arising under it. The section "Limitation of Liability" is not applicable to residents of Quebec.

12.2 United States

Alabama, California, Hawaii, Maryland, Minnesota, Missouri, New Mexico, Nevada, New York, South Carolina, Texas, Washington and Wyoming Residents.

If you purchased the Plan in one of these states, this term applies to the Plan.

If you cancel this Plan pursuant to these terms and conditions, and Apple fails to refund the purchase price to you within the time period specified below Apple will pay you a penalty of 10% per month for the unpaid amount due and owing. For California, New York, Missouri and Washington residents Apple will provide a refund within 30 days. For Alabama, Hawaii, Maryland, Minnesota, Nevada, South Carolina, Texas and Wyoming residents Apple will provide a refund within 45 days. For New Mexico residents, Apple will provide a refund within 60 days. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned. The obligations of the provider under this service contract are backed by the full faith and credit of the provider, AppleCare Service Company, Inc.

California Residents

If you purchased the Plan in this state, this term applies to the Plan. If you cancel the Plan within thirty (30) days of your Plan receipt, you will receive a full refund less the value of any service provided under the Plan.

Colorado Residents

If you purchased the Plan in this state, this term applies to the Plan. *Notice:* This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

Connecticut Residents

If you purchased the Plan in this state, this term applies to the Plan. The expiration date of the Plan will automatically be extended by the period that the Covered Equipment is in Apple's custody while it is being serviced. Unresolved disputes or complaints may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of this Plan, to State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

Florida Residents

If you purchased the Plan in this state, this term applies to the Plan. The laws of the State of Florida will govern this Plan and any disputes arising under it. The rate that is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. No cancellation fee will be imposed in the event of a cancellation.

Michigan Residents

If you purchased the Plan in this state, this term applies to the Plan. If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the service contract shall be extended for the period of the strike or work stoppage.

Nevada Residents

If you purchased the Plan in this state, this term applies to the Plan. Cancellations: No Plan that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds:

- a. Failure by the holder to pay an amount due;
- b. Conviction of the holder of a crime, which results in an increase in the service required;
- c. Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;
- d. Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan;

e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. *Grounds for cancellation; date cancellation effective.* No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

Cancellation of contract; refund of purchase price; cancellation fee:

(i) If Apple cancels this Plan, Apple shall refund to Nevada consumers the portion of the purchase price that is unearned. Apple may deduct any outstanding balance on your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Apple cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.

(ii) Except as otherwise provided in this section, a Nevada resident who is the original purchaser of this Plan, who submits to Apple a request in writing to cancel the Plan in accordance with the terms of the Plan, shall receive a refund of the portion of the Plan's purchase price that is unearned and Apple will not deduct the value of any service provided.

(iii) If you request the cancellation of this Plan after the first thirty (30) days of the Plan term, Apple may impose the cancellation fee described in the Plan, but will not deduct the value of any service provided.

(iv) When Apple calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned (a) any outstanding balance on the account and (b) any cancellation fee imposed pursuant to this Plan. AppleCare Service Company, Inc. backs this Plan for Nevada residents by its full faith and credit.

No prior approval for services or goods covered under the Plan is necessary.

Tax is not applicable in the state of Nevada on the service fee for ADH claims.

New Hampshire Residents

If you purchased the Plan in this state, this term applies to the Plan. In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department, by mail at State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

New Mexico Residents

If you purchased the Plan in this state, this term applies to the Plan. Cancellations: No Plan that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds:

- a. Failure by the holder to pay an amount due;
- b. Conviction of the holder of a crime, which results in an increase in the service required;
- c. Discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder;
- d. Discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or
- e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

North Carolina Residents

If you purchased the Plan in this state, this term applies to the Plan.

28 English

The purchase of this Plan is not required either to purchase or to obtain financing for the Covered Equipment. Apple Inc. will not cancel this Plan EXCEPT for failure to pay the purchase price for the Plan.

Ohio Residents

If you purchased the Plan in this state, this term applies to the Plan. Although this service contract is not an insurance policy, the obligations for claims hereunder for Plans sold in Ohio are insured by Illinois National Insurance Co., with an address of 180 Maiden Lane 25th Floor, New York, NY 10038 (Phone Number: 1-800-250-3819). With any correspondence, please provide your phone number and case number, if applicable. You are entitled to make a direct claim against the insurance company if Apple fails to provide service pursuant to a claim sixty (60) days after Apple's receipt of your claim.

Oregon Residents

If you purchased the Plan in this state, this term applies to the Plan. In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services by mail at the Department of Consumer and Business Services, Oregon Insurance Division, 350 Winter Street NE, Salem, OR 97301; or by telephone via Consumer Advocacy, at 888-877-4894.

English 29

South Carolina Residents

If you purchased the Plan in this state, this term applies to the Plan. You may address any unresolved complaints or Plan regulation questions to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800-768-3467.

Tennessee Residents

If you purchased the Plan in this state, this term applies to the Plan. The Plan Term of this Plan shall be extended the number of days you are deprived of the use of the product because the product is in repair plus two (2) additional workdays.

Texas Residents

If you purchased the Plan in this state, this term applies to the Plan. The provider may cancel this Plan with no prior notice for non-payment, misrepresentation or a substantial breach of a duty by the holder relating to the Covered Equipment or its use. You may address any unresolved complaints or contract regulation question to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

The Administrator in Texas is Apple Inc., TDLR License, #300.

Wisconsin Residents

If you purchased the Plan in this state, this term applies to the Plan. THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

If you cancel this Plan within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund. If you cancel this Plan more than thirty (30) days after your receipt of the Plan, you will receive a pro-rata refund of the original purchase price, based on the percentage of the unexpired Plan Term, less a cancellation fee of twenty-five (\$25 USD) dollars or ten percent (10%) of the pro-rata amount, whichever is less. No deduction shall be made from the refund for the cost of any service received. Apple will not cancel this Plan EXCEPT for failure to pay the purchase price for the Plan. If Apple cancels the Plan, you will be paid a pro-rata refund for the Plan's unexpired term.

Wyoming Residents

If Apple cancels this Plan, Apple will mail to you written notice of the cancellation at your last known address contained in Apple's records. Apple will mail this written notice to you no less than ten (10) days prior to the date when the cancellation will take effect. This written notice to you will contain the date when the cancellation will take effect and the reasons for the cancellation. Apple is not obligated to provide prior notice if cancellation is due to nonpayment of the Plan, a material misrepresentation by you to Apple, a substantial breach of your duties under the Plan or a substantial breach of your duties relating to the Covered Equipment or its use.

Disputes that arise under this Plan may be settled in accordance with the Wyoming Arbitration Act.

Telephone Numbers

United States

800-APL-CARE (800-275-2273)

7:00 A.M. to 10:15 P.M. central time*

Seven days a week

Canada

800-263-3394

8:00 A.M. to 8:15 P.M. central time*

Seven days a week

* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at www.apple.com/contact/phone_contacts.html. Toll-free numbers are not available in all countries.

Modalités

AppleCare+ pour iPhone AppleCare+ pour iPad AppleCare+ pour iPod

Applicabilité des droits du consommateur à l'égard de ce plan
LES AVANTAGES DE CE PLAN S'AJOUTENT À TOUTS LES DROITS
ET RECOURS DONT VOUS DISEPOSEZ EN VERTU DES LOIS SUR LA
PROTECTION DU CONSOMMATEUR. CE PLAN NE LIMITE PAS LES DROITS
DONT VOUS DISEPOSEZ EN VERTU DES LOIS SUR LA PROTECTION
DU CONSOMMATEUR APPLICABLES, NOTAMMENT VOS DROITS AUX
RECOURS DÉCOULANT DES GARANTIES PRÉVUES PAR LA LOI ET À
L'OBTENTION DE COMPENSATIONS AUX SUITES DE DOMMAGES
RÉSULTANT DU DÉFAUT D'APPLE DE RESPECTER SES OBLIGATIONS
CONTRACTUELLES.

1. Le Plan.

Ce contrat de service régit l'entretien matériel et l'assistance technique qui vous sont offerts par Apple en vertu des plans susmentionnés (collectivement, le « plan ») pour votre appareil iPhone, iPad ou iPod de marque Apple et ses accessoires inclus dans l'emballage original (individuellement, un « appareil couvert ») inscrit sur votre document de preuve de couverture (la « confirmation du plan »). Apple offre également la couverture pour l'entretien

matériel et l'assistance technique pour la borne d'accès AirPort Express, AirPort Extreme ou AirPort Time Capsule (un « dispositif de connectivité pour iPad ») si le dispositif de connectivité pour iPad est utilisé conjointement avec un appareil iPad couvert en vertu du plan AppleCare+ pour iPad et qu'il a été acheté au plus tard deux ans avant ledit iPad. (Aux fins du présent contrat de service, l'appareil couvert et, le cas échéant, le dispositif de connectivité pour iPad sont désignés collectivement comme du « matériel couvert ».)

2. Début et fin de la couverture.

La couverture commence au moment de l'achat du plan. La couverture prend fin vingt-quatre (24) mois après la date de l'achat au détail de votre appareil couvert original (la « durée du plan »). Votre confirmation du plan vous sera remise au moment de l'achat ou vous sera envoyée automatiquement peu après. Les conditions du plan, le reçu de vente original pour le plan et la confirmation du plan font partie de votre contrat de service. Pour obtenir une copie de votre confirmation du plan, suivez les directives et entrez le numéro de série de votre appareil couvert au www.apple.com/support/applecare/view. Le prix du plan est indiqué sur le reçu de vente original. La couverture en vertu de ce plan s'ajoute à la couverture fournie en vertu des lois impératives applicables, de la garantie du fabricant sur le matériel et de l'assistance technique gratuite.

3. Ce qui est couvert.

3.1 Entretien matériel

Si vous soumettez une réclamation valide au cours de la durée du plan visant à aviser Apple (i) qu'un défaut de matériaux ou de fabrication touche le matériel couvert ou (ii) que la capacité de la batterie du matériel couvert à retenir sa charge a diminué de cinquante pour cent (50 %) ou plus par rapport aux caractéristiques techniques d'origine, Apple pourra (a) réparer le défaut sans frais, en utilisant des pièces neuves ou réusinées dont l'efficacité et la fiabilité sont équivalentes, ou (b) échanger le matériel couvert contre un produit de remplacement neuf ou remis à neuf dont l'efficacité et la fiabilité sont équivalentes. Tous les produits de remplacement fournis en vertu de ce plan offriront au minimum une fonctionnalité équivalente par rapport à celle du produit d'origine. Si Apple échange le matériel couvert, le produit d'origine devient la propriété d'Apple et le produit de remplacement devient votre propriété; ce dernier sera couvert pour la durée restante du plan.

3.2 Dommages accidentels causés par la manipulation

Si vous soumettez une réclamation valide au cours de la durée du plan visant à aviser Apple que l'appareil couvert a cessé de fonctionner correctement en raison de dommages accidentels causés par la manipulation, Apple pourra, moyennant les frais de service ci-dessous, (i) réparer l'appareil en utilisant des pièces

neuves ou des pièces remises à neuf dont l'efficacité et la fiabilité sont équivalentes, ou (ii) échanger l'appareil couvert contre un produit de remplacement neuf ou remis à neuf dont l'efficacité et la fiabilité sont équivalentes (chacun, individuellement connu sous le nom de « réparation »). La couverture pour dommages accidentels causés par la manipulation sera résiliée et toutes les obligations d'Apple en vertu du présent paragraphe 3.2 seront réputées avoir été remplies dans leur intégralité avant la fin de la durée du plan aussitôt qu'Apple aura effectué deux (2) réparations à la suite de réclamations pour dommages accidentels causés par la manipulation. La couverture pour dommages accidentels causés par la manipulation ne s'applique qu'aux défaillances opérationnelles ou mécaniques causées par un accident lors de la manipulation en raison d'un événement externe inattendu et involontaire (p. ex. : chute ou contact avec un liquide) pendant votre usage quotidien normal de l'appareil couvert conformément à ce qui est prévu pour ce type d'appareil couvert. La couverture pour dommages accidentels causés par la manipulation ne prévoit aucune protection contre (a) l'usure normale, le vol, la perte ou toute manipulation ou utilisation téméraire ou abusive de l'appareil couvert, volontairement ou intentionnellement, (b) toute autre action ou conséquence qui n'est pas couverte par le plan, conformément à la description du paragraphe 4.2 ci-dessous, ou (c) les

dommages à l'appareil couvert découlant d'une ou plusieurs des conditions décrites au paragraphe 3.2(a) ou (b). Apple peut exiger une explication relative à l'endroit et au moment de l'accident. Y compris une description détaillée de l'événement. Apple rejettera votre réclamation si vous omettez de payer les frais de service ou si vous ne transmettez pas les renseignements demandés au sujet de l'accident.

- Sous le plan AppleCare+ pour iPhone, vous devez payer des frais de service de 79,00 USD, taxes applicables en sus, pour chaque réclamation pour dommages accidentels causés par la manipulation.

- Sous le plan AppleCare+ pour iPad, vous devez payer des frais de service de 49,00 USD, taxes applicables en sus, pour chaque réclamation pour dommages accidentels causés par la manipulation.

- Sous le plan AppleCare+ pour iPod, vous devez payer des frais de service de 29,00 USD, taxes applicables en sus, pour chaque réclamation pour dommages accidentels causés par la manipulation.

3.3 Assistance technique

Pendant la durée du plan, Apple vous fournira un accès à des ressources d'assistance technique par téléphone et en ligne. Le service d'assistance gratuit prend fin quatre-vingt-dix (90) jours à compter de la date d'achat initiale du matériel couvert.

L'assistance technique peut vous aider avec l'installation, le lancement, la configuration, le dépannage et la récupération (à l'exception des données), notamment relativement au stockage, à la récupération et à la gestion des fichiers; avec l'interprétation des messages d'erreur du système; et à déterminer lorsqu'une réparation matérielle est nécessaire ou si la couverture pour dommages accidentels causés par la manipulation s'applique. Apple offrira un soutien pour la version alors actuelle du logiciel pris en charge et pour la version majeure antérieure. Aux fins du présent paragraphe, le terme « version majeure » désigne une version importante du logiciel diffusée commercialement par Apple sous un numéro de version de format « 1.0 » ou « 2.0 » et qui ne constitue pas une version bêta.

3.4 Portée de l'assistance technique

En vertu du plan, Apple offrira un service d'assistance technique qui s'applique :

- (i) au matériel couvert;
- (ii) au système d'exploitation et aux applications préinstallés sur le matériel couvert (les « logiciels pour les utilisateurs »);
- (iii) aux applications de marque Apple conçues pour fonctionner avec le matériel couvert, y compris, sans s'y limiter, Keynote, Pages, Numbers, iPhoto, iMovie et GarageBand (aussi désignés sous le nom de « logiciels pour les utilisateurs »); et

(iv) aux problèmes de connectivité entre le matériel couvert et tout ordinateur compatible. Un « ordinateur compatible » désigne un ordinateur qui satisfait aux exigences techniques de connectivité du matériel couvert et qui fonctionne sous un système d'exploitation compatible avec le matériel couvert.

4. Ce qui n'est pas couvert.

4.1 Territoire de l'entretien matériel et de la couverture pour dommages accidentels causés par la manipulation.

En vertu des plans AppleCare+ pour iPhone et AppleCare+ pour iPad, Apple peut limiter l'entretien matériel et la couverture pour dommages accidentels causés par la manipulation au pays où l'appareil couvert a été acheté à l'origine.

4.2 Couverture matérielle et couverture pour dommages accidentels causés par la manipulation.

(i) Le plan ne couvre pas l'installation, le retrait ou la mise au rebut du matériel couvert ni le prêt de matériel pendant que le matériel couvert est en réparation.

(ii) Le plan ne s'applique pas aux dommages causés par (a) un produit autre que le matériel couvert, (b) l'utilisation abusive ou inadéquate, les incendies, les séismes ou les autres causes externes à l'exception de celles décrites au paragraphe 3.2 ci-dessus, (c) l'utilisation du matériel couvert de manière non conforme aux utilisations autorisées ou prévues par le fabricant ni (d) l'intervention d'une personne qui n'est pas

un représentant d'Apple ou un Fournisseur de service agréé Apple (un « FSAA »).

(iii) Le plan ne s'applique pas aux produits dont le numéro de série a été modifié, abîmé ou retiré ni aux produits dont les fonctionnalités ou les capacités ont été modifiées sans l'autorisation écrite du fabricant.

(iv) Le plan ne couvre pas le matériel couvert en cas de perte ou de vol. Le plan ne s'applique qu'au matériel couvert intact retourné à Apple.

(v) Le plan ne couvre pas les dommages esthétiques au matériel couvert, y compris, sans s'y limiter, les rayures et les entailles qui ne limitent pas autrement la fonctionnalité du matériel couvert.

(vi) Le plan ne couvre pas l'entretien préventif du matériel couvert.

(vii) Le plan ne couvre pas les défauts découlant de l'usure normale du produit ou autrement causés par son vieillissement normal.

(viii) Le plan ne couvre pas les conditions préexistantes du matériel couvert si le plan est acheté après l'achat du matériel couvert.

Important : N'ouvrez pas le matériel couvert; les dommages causés à la suite de l'ouverture du matériel ne sont pas couverts par ce plan.

Seuls Apple ou un FSA sont autorisés à effectuer les services de réparation du matériel couvert.

4.3 Assistance technique.

- (i) Le plan n'offre pas d'assistance technique pour l'utilisation du système d'exploitation ou des logiciels pour les utilisateurs comme applications de serveur.
- (ii) Le plan n'offre pas d'assistance technique pour les problèmes qui peuvent être résolus par la mise à niveau du logiciel vers la version la plus récente.
- (iii) Le plan n'offre pas d'assistance technique pour les produits de tiers ni les effets ou interactions de ceux-ci avec le matériel couvert, le système d'exploitation ou les logiciels pour les utilisateurs.
- (iv) Le plan n'offre pas d'assistance technique pour l'utilisation d'un ordinateur ou d'un système d'exploitation qui n'est pas en lien avec les logiciels pour les utilisateurs ou des problèmes de connectivité avec le matériel couvert.
- (v) Le plan n'offre pas d'assistance technique pour les logiciels Apple autres que le système d'exploitation ou les logiciels pour les utilisateurs, conformément à la couverture du présent plan.
- (vi) Le plan n'offre pas d'assistance technique pour les systèmes d'exploitation ou les logiciels de marque Apple désignés

42 Français

comme des versions « bêta » ou des « aperçus » ni les logiciels désignés de manière semblable.

- (vii) Le plan n'offre pas d'assistance technique pour les dommages ou la perte de logiciels ou de données stockés ou enregistrés sur le matériel couvert. La récupération et la réinstallation des programmes et des données d'utilisateur ne sont pas couvertes en vertu du présent plan.

5. **Se prévaloir du service et de l'assistance**

Vous pouvez bénéficier de services de réparations matérielles, y compris les réparations en vertu de la couverture pour dommages accidentels causés par la manipulation, et d'une assistance technique. Pour obtenir ces services ou de l'assistance, accédez au site Web d'Apple (www.apple.com/support/country) ou composez le numéro indiqué ci-dessous. Vous devrez communiquer votre numéro de contrat de plan ou le numéro de série du matériel couvert au représentant de l'assistance technique d'Apple lors de votre appel pour recevoir l'assistance nécessaire. Assurez-vous de conserver le document de confirmation du plan et le reçu de vente original de votre matériel couvert et de votre plan, car vous pourriez en avoir besoin pour répondre aux questions relatives à l'admissibilité à la couverture de votre matériel couvert.

Français 43

6. Options de service.

6.1 Apple propose les options suivantes pour ses services de réparations matérielles :

- (i) Service de réparation en magasin. Le service de réparation en magasin est offert pour la plupart des produits couverts. Vous pouvez apporter votre produit dans un Apple Store ou chez un FSAA offrant un service de réparation en magasin. Les services visant le matériel couvert seront effectués sur place ou dans un Centre de réparation Apple (un « CRA »). Vous devez récupérer rapidement votre matériel couvert après avoir été avisé que les services ont été effectués.
- (ii) Service de réparation par la poste. Le service de réparation par la poste est offert pour la plupart des produits couverts. Si Apple détermine que votre matériel couvert est admissible au service de réparation par la poste, Apple vous fera parvenir des bordereaux d'expédition prépayés, ainsi que le nécessaire d'emballage s'il y a lieu, afin que vous puissiez expédier votre matériel couvert au CRA conformément aux directives d'Apple. Une fois les services effectués, le CRA vous retournera le matériel couvert. Apple paiera les frais d'expédition à partir de votre emplacement et au retour à condition que ses directives soient respectées.
- (iii) Remplacement express ou réparation effectuée par le client à l'aide de pièces faciles à installer (DIY). Le remplacement

express est offert pour certains produits couverts. Le service de réparation par le client à l'aide de pièces faciles à installer est offert pour de nombreuses pièces du matériel couvert ou de ses accessoires et il vous permet de réparer vous-même votre matériel couvert. Si le remplacement express ou la réparation par le client est possible en fonction des circonstances, le processus suivant s'applique.

- (a) Réparation exigeant le retour du matériel couvert défectueux ou de la pièce remplacée à Apple. Apple peut demander une autorisation de carte de crédit à titre de garantie au montant du prix de détail du matériel couvert de remplacement ou de la pièce auquel s'ajoutent les frais d'expédition applicables. Si vous n'êtes pas en mesure de fournir ladite autorisation, il se peut que vous ne puissiez pas effectuer la réparation vous-même, en quel cas Apple vous offrira d'autres solutions de réparation. Apple vous fera parvenir un produit ou des pièces de remplacement accompagnés des instructions pour leur installation, selon le cas, ainsi que le nécessaire pour retourner le matériel couvert défectueux ou les pièces remplacées. Si les directives d'Apple sont respectées, Apple annulera l'autorisation de carte de crédit et aucun montant ne vous sera facturé pour le matériel couvert ou la pièce de remplacement et les

frais d'expédition vers votre emplacement et à partir de ce dernier. Si vous ne retournez pas le matériel couvert défectueux ou la pièce remplacée conformément aux directives ou si vous retournez une pièce ou un produit qui n'est pas couvert par ce service, Apple fera porter le montant autorisé sur votre carte de crédit.

(b) Service n'exigeant pas le retour de la pièce ou du produit remplacé à Apple. Apple vous fera parvenir sans frais un produit ou une pièce de remplacement ainsi que des instructions pour son installation, selon le cas, de même que les directives de mise au rebut de la pièce ou du produit Apple remplacé.

(c) Apple n'est pas responsable des coûts de main-d'œuvre engagés relativement au remplacement express ou à la réparation par le client. Vous pouvez communiquer avec Apple au numéro indiqué ci-dessous pour obtenir une aide supplémentaire.

6.2 Apple se réserve le droit de modifier la méthode choisie pour vous fournir les services de réparation ou de remplacement, ainsi que les conditions d'admissibilité de votre matériel couvert à une méthode de service particulière. Les services offerts seront toutefois limités aux options offertes dans le pays où les services sont demandés. Les options de service, la disponibilité des pièces et les délais de traitement peuvent varier en fonction des pays.

46 Français

Si le service n'est pas offert pour le matériel couvert dans un pays autre que celui dans lequel le produit a été acheté, vous risquez de devoir payer les frais d'expédition et de manutention visant à assurer le service dans un pays où celui-ci est offert. Si vous souhaitez vous prévaloir du service dans un pays autre que le pays d'achat, vous devez vous conformer à toutes les lois et à tous les règlements applicables en matière d'importation et d'exportation et vous êtes responsable du paiement de tous les droits de douane, de la TVA et des autres taxes et frais connexes. Apple peut réparer ou remplacer les produits ou les pièces à l'aide de produits ou de pièces comparables qui sont conformes aux normes locales là où les services de réparation ou de remplacement internationaux sont offerts.

7. Vos responsabilités.

En vue de recevoir des services ou de l'assistance en vertu du plan, vous acceptez de respecter chacune des conditions ci-dessous.

(i) Vous fournirez sur demande votre numéro de contrat de plan et une copie de votre preuve d'achat originale du plan.

(ii) Vous fournirez les renseignements nécessaires à propos des symptômes et des causes des problèmes touchant le matériel couvert.

(iii) Vous répondrez aux demandes de renseignements, y compris, sans s'y limiter, le numéro de série du matériel couvert, le modèle, la version du système d'exploitation et du logiciel

Français 47

installé, les périphériques installés ou connectés sur le matériel couvert, les messages d'erreur affichés, les actions effectuées avant que le matériel couvert ne rencontre le problème et les étapes effectuées pour tenter de résoudre le problème.

(iv) Vous suivrez les directives d'Apple, y compris, sans s'y limiter, éviter d'envoyer des produits Apple et des accessoires qui ne seront pas réparés ou remplacés et emballer le matériel couvert conformément aux instructions d'expédition.

(v) Vous mettrez à jour le logiciel avec la version actuelle publiée avant de faire une demande de service.

(vi) Vous vous assurez d'effectuer la sauvegarde des logiciels et des données se trouvant sur le matériel couvert. AU COURS DE L'ENTRETIEN MATÉRIEL, APPLE SUPPRIMERA LE CONTENU DU MATÉRIEL COUVERT ET REFORMATERA LE SUPPORT DE DONNÉES. Votre matériel couvert ou un produit de remplacement vous sera retourné par Apple avec les configurations originales, sous réserve des mises à jour applicables. Apple peut, au cours de l'entretien matériel, installer des mises à jour du système d'exploitation destinées à empêcher le matériel couvert de rétablir une version antérieure du système d'exploitation. Les applications de tiers installées sur le matériel couvert peuvent ne pas être compatibles ni fonctionner avec le matériel couvert à la suite de la mise à jour du système d'exploitation. Vous êtes responsable de la

48 Français

réinstallation de tous vos autres programmes ainsi que de la configuration de toutes vos données et de vos mots de passe.

8. Limitation de la responsabilité

DANS LA PLEINE MESURE PERMISE PAR LA LOI APPLICABLE, APPLE ET SES EMPLOYÉS ET MANDATAIRES NE POURRONT EN AUCUNE CIRCONSTANCE ÊTRE TENUS RESPONSABLES ENVERS VOUS OU TOUT PROPRIÉTAIRE SUBSÉQUENT DU MATÉRIEL COUVERT RELATIVEMENT AUX DOMMAGES INDIRECTS,

Y COMPRIS, SANS S'Y LIMITER, LES FRAIS DE RÉCUPÉRATION, DE REPROGRAMMATION OU DE REPRODUCTION DES PROGRAMMES OU DES DONNÉES, LE DÉFAUT D'ASSURER LA CONFIDENTIALITÉ DES DONNÉES ET LA PERTE DE CLIENTS, DE PROFITS, DE RECETTES OU DE REVENUS ANTICIPÉS, DÉCOULANT DES OBLIGATIONS D'APPLE EN VERTU DU PRÉSENT PLAN. DANS LA PLEINE MESURE PERMISE PAR LA LOI APPLICABLE, LA RESPONSABILITÉ D'APPLE ET DE SES EMPLOYÉS ET MANDATAIRES ENVERS VOUS OU TOUT PROPRIÉTAIRE SUBSÉQUENT DU MATÉRIEL COUVERT DÉCOULANT DU PRÉSENT PLAN SE LIMITE AU MONTANT INITIAL PAYÉ POUR LE PLAN. APPLE REJETTE PARTICULIÈREMENT TOUTE GARANTIE SELON LAQUELLE (i) APPLE SERA EN MESURE DE RÉPARER OU DE REMPLACER LE MATÉRIEL COUVERT SANS RISQUE D'ENDOMMAGER OU DE PERDRE LES PROGRAMMES ET LES DONNÉES, (ii) APPLE ASSURERA LA CONFIDENTIALITÉ DES DONNÉES OU (iii) LE FONCTIONNEMENT DU PRODUIT SERA ININTERROMPU OU EXEMPT D'ERREUR.

Français 49

POUR LES CLIENTS RÉSIDANT SUR UN TERRITOIRE SOUMIS À DES LOIS OU RÉGLEMENTATIONS SUR LA PROTECTION DES CONSOMMATEURS, LES AVANTAGES DU PRÉSENT PLAN S'AJOUTENT À TOUS LES DROITS ET RECOURS DONT VOUS DISEZ EN VERTU DE CES LOIS ET RÉGLEMENTATIONS. DANS LA MESURE OÙ LA RESPONSABILITÉ PEUT ÊTRE LIMITÉE EN VERTU DESDITES LOIS ET RÉGLEMENTATIONS, LA RESPONSABILITÉ D'APPLE SE LIMITE, À SON ENTÈRE DISCRÉTION, À LA RÉPARATION OU AU REMPLACEMENT DU MATÉRIEL COUVERT OU À LA PRESTATION DU SERVICE. CERTAINS ÉTATS ET CERTAINES PROVINCES NE PERMETTANT PAS L'EXCLUSION OU LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS, IL EST POSSIBLE QUE LES PRÉCÉDENTES LIMITATIONS NE S'APPLIQUENT PAS À VOUS.

9. Annulation

Vous pouvez annuler le plan à tout moment et pour tout motif. Si vous décidez d'annuler le plan, vous pouvez communiquer avec Apple au numéro de téléphone ci-dessous ou envoyer un avis écrit accompagné de votre numéro de contrat de plan par la poste à AppleCare Administration, P.O. Box 149125, Austin, TX 78714-9125, U.S.A. ou par télécopieur au 916 405-3973. Vous devez inclure une copie de votre preuve d'achat originale du plan avec l'avis. Sauf indication contraire de la loi locale, si vous annulez votre plan dans les trente (30) jours suivant la date d'achat ou la date indiquée sur le reçu du plan, selon la dernière éventualité, vous recevrez un remboursement complet, moins la valeur de tout service fourni dans

le cadre du plan. Si vous annulez le plan plus de trente (30) jours après la date de réception du plan, vous recevrez un remboursement proportionnel au prix d'achat initial. Le remboursement proportionnel est calculé en fonction du pourcentage de la durée restante du plan à compter de sa date d'achat, moins (a) des frais d'annulation de vingt-cinq dollars (25 \$) ou de dix pour cent (10 %) du montant proportionnel si ce montant est moins élevé et (b) la valeur de tout service fourni dans le cadre du plan. Sauf indication contraire de la loi locale, Apple peut annuler le plan en cas de fraude ou de fausse déclaration substantielle. Sauf indication contraire de la loi locale, Apple peut également annuler le plan si les pièces pour le matériel couvert ne sont plus disponibles, moyennant un préavis écrit de trente (30) jours. Si Apple annule le plan en raison de l'indisponibilité des pièces, vous recevrez un remboursement proportionnel en fonction de la durée restante du plan.

10. Transfert du plan

Sous réserve des restrictions ci-dessous, vous êtes autorisé à effectuer un transfert permanent unique de l'ensemble de vos droits en vertu du présent plan à un tiers, à condition (a) de transférer au tiers la preuve d'achat originale, la confirmation du plan, la documentation imprimée du plan et le présent contrat de service; (b) d'aviser Apple du transfert en envoyant un avis de transfert par la poste à Apple Inc., ATTN: Agreement Administration, MS: 217-AC, 2511 Laguna Blvd, Elk Grove, CA 95758, U.S.A., par télécopieur au 916 405-3655 ou par

courriel au agmts_transfer@apple.com et (c) que le tiers accepte les conditions du présent contrat de service. Lorsque vous avisez Apple du transfert, vous devez fournir le numéro du contrat du plan, le numéro de série du matériel couvert et le nom, l'adresse, le numéro de téléphone et le courriel du nouveau propriétaire.

11. Dispositions générales

- (i) Apple peut sous-traiter ou attribuer l'exécution de ses obligations à des tiers, sans toutefois se libérer de ses obligations envers vous.
- (ii) Apple n'est pas responsable des défauts ni des retards d'exécution en vertu du plan en raison d'événements hors du contrôle raisonnable d'Apple.
- (iii) Vous n'êtes pas tenu d'effectuer la maintenance préventive du matériel couvert pour avoir droit aux services en vertu du plan.
- (iv) Le plan n'est offert et n'est valable que dans les cinquante États des États-Unis d'Amérique et le district fédéral de Columbia et dans les provinces et territoires du Canada. Les mineurs ne sont pas autorisés à acheter ce plan. Le plan peut ne pas être offert dans tous les États des États-Unis d'Amérique et dans toutes les provinces et tous les territoires du Canada et il n'est pas offert là où la loi l'interdit.
- (v) Dans le cadre de ses obligations, Apple peut, à son entière discrétion et uniquement aux fins de suivi de la qualité de la

réponse d'Apple, enregistrer les appels entre vous et Apple, en tout ou en partie.

- (vi) Vous reconnaissez que les informations ou les données divulguées à Apple en vertu de ce plan ne sont ni confidentielles ni exclusives. En outre, vous acceptez qu'Apple recueille et traite des données en votre nom dans le cadre des services fournis. Ceci peut comprendre le transfert de vos données à des sociétés affiliées ou à des fournisseurs de services conformément à la Politique de confidentialité d'Apple.
- (vii) Apple dispose de mesures de sécurité destinées à protéger vos données contre les accès ou les divulgations non autorisés et contre leur destruction illégale. Vous êtes responsable des directives que vous transmettez à Apple concernant le traitement des données et Apple tentera de se conformer à ces directives dans la mesure raisonnablement nécessaire dans le cadre de l'exécution de ses obligations de service et d'assistance en vertu du plan. Si vous n'êtes pas d'accord avec ce qui précède ou si vous avez des questions au sujet du traitement de vos données, communiquez avec Apple par téléphone au numéro indiqué.
- (viii) Apple protégera vos renseignements conformément à la Politique de confidentialité d'Apple disponible au <http://www.apple.com/legal/internet-services/privacy>. Si vous souhaitez avoir accès aux renseignements à votre sujet en la possession d'Apple ou si vous désirez y apporter des

changements, accédez au www.apple.com/contact/myinfo et mettez vos préférences de contact personnelles à jour ou communiquez avec Apple en vous rendant au www.apple.com/privacy/contact.

- (ix) Les conditions du plan, y compris le reçu de vente original du plan et la confirmation du plan, prévaudront sur les conditions contradictoires et additionnelles ou sur les conditions de tout bon de commande ou autre document et elles constituent l'intégralité de l'entente entre vous et Apple relativement au plan.
- (x) Apple n'a aucune obligation de renouveler ce plan. Apple peut cependant offrir de renouveler le plan et déterminer le prix et les conditions applicables.
- (xi) Ce plan ne prévoit aucun processus informel de règlement des litiges.
- (xii) Apple » désigne AppleCare Service Company, Inc., une société enregistrée en Arizona dont le siège social se situe au c/o CT Corporation System, 2394 East Camelback Road, Phoenix, Arizona 85016, effectuant ses activités au Texas sous Apple CSC, Inc., dans le cadre des plans vendus aux États-Unis. Les obligations relatives à tous les plans vendus aux États-Unis s'appuient sur la pleine foi du fournisseur, AppleCare Service Company, Inc. « Apple » désigne Apple Canada Inc., dont les bureaux se situent au 7495 Birchmount Road, Markham (Ontario) L3R 5G2, Canada dans le

54 Français

cadre des plans vendus au Canada. Apple Canada Inc. est l'obligé légal et financier relativement aux plans vendus au Canada.

- (xiii) L'administrateur est Apple Inc. (l'« administrateur », l'ence TDLR 300), une société enregistrée en Californie dont le siège social se situe au 1 Infinite Loop, Cupertino, California 95014. L'administrateur est responsable de la collecte et du transfert à AppleCare Service Company, Inc. du prix d'achat du plan et de l'administration des réclamations en vertu du plan.
 - (xiv) Sauf là où la loi l'interdit, les lois de l'État de la Californie régissent les plans achetés aux États-Unis. Sauf là où la loi l'interdit, les lois de la province de l'Ontario régissent les plans achetés au Canada. En cas d'incompatibilité entre les présentes conditions et les lois de tout territoire où vous avez acheté ce plan, y compris les lois de l'Arizona, de la Floride, de la Géorgie, du Nevada, de l'Oregon, du Vermont, de Washington, du Wisconsin et du Wyoming, les lois de ce territoire prévalent.
 - (xv) Les services d'assistance en vertu de ce plan peuvent être offerts uniquement en anglais et en français.
- 12. Différences en fonction du pays, de la province ou de l'État**
- Une ou plusieurs des dispositions suivantes peuvent s'appliquer au plan. Certaines des dispositions ci-dessous peuvent différer par rapport à une ou plusieurs des dispositions précédentes. Les différences suivantes en fonction du pays, de la province ou de l'État prévalent en cas d'incompatibilité avec les autres dispositions du plan:

Français 55

12.1 Canada

Au Canada, les frais de service pour chaque réclamation pour dommages accidentiels causés par la manipulation selon la description du paragraphe 3.2 sont de (i) quarante-neuf dollars canadiens (49 CAD), taxes applicables en sus, pour le plan AppleCare+ pour iPad, et de (ii) soixante-dix neuf dollars canadiens (79 CAD), taxes applicables en sus, pour le plan AppleCare+ pour iPhone, et de (iii) vingt-neuf dollars canadiens (29 CAD), taxes applicables en sus, pour le plan AppleCare+ pour iPod. Les frais d'annulation indiqués au paragraphe 9 sont de vingt-cinq dollars canadiens (25 CAD) ou de dix pour cent (10 %) du montant proportionnel, si ce montant est moins élevé.

Résidents du Québec

Les lois de la province de Québec régissent le présent plan et les litiges qui en découlent. L'article « Limitation de la responsabilité » ne s'applique pas aux résidents du Québec.

12.2 États-Unis

Résidents de l'Alabama, de la Californie, d'Hawaï, du Maryland, du Minnesota, du Missouri, du Nouveau-Mexique, du Nevada, de New York, de la Caroline du Sud, du Texas, de Washington et du Wyoming

Si vous avez acheté le plan dans l'un de ces États, cette disposition s'applique au plan.

Si vous annulez ce plan conformément aux présentes conditions générales et qu'Apple ne vous rembourse pas le prix d'achat à l'intérieur du délai indiqué ci-dessous, Apple vous versera une indemnité mensuelle équivalant à 10 % du montant dû non payé. Pour les résidents de la Californie, de New York, du Missouri et de Washington, Apple vous remboursera dans les 30 jours. Pour les résidents de l'Alabama, d'Hawaï, du Maryland, du Minnesota, du Nevada, de la Caroline du Sud, du Texas et du Wyoming, Apple vous remboursera dans les 45 jours. Pour les résidents du Nouveau-Mexique, Apple vous remboursera dans les 60 jours. Le droit d'annulation et le droit au paiement d'indemnisation décrit ci-dessus ne s'appliquent qu'au propriétaire original du contrat et ces droits ne peuvent être transférés ni cédés. Les obligations du fournisseur en vertu du présent contrat de service s'appuient sur la pleine foi du fournisseur, AppleCare Service Company, Inc.

Résidents de la Californie

Si vous avez acheté le plan dans cet État, cette disposition s'applique au plan.

Si vous annulez votre plan dans les trente (30) jours suivant la date indiquée sur le reçu du plan, vous recevrez un remboursement complet, moins la valeur de tout service fourni dans le cadre du plan.

Résidents du Colorado

Si vous avez acheté le plan dans cet État, cette disposition s'applique au plan.

Avis : Ce plan est assujéti à la loi sur la protection du consommateur du Colorado (Colorado Consumer Protection Act) ou à la loi sur les pratiques déloyales (Unfair Practices Act), articles 1 et 2 sous le titre 6 des CRS.

Résidents du Connecticut

Si vous avez acheté le plan dans cet État, cette disposition s'applique au plan.

Le plan sera automatiquement prolongé au-delà de sa date d'échéance du nombre de jours où le matériel couvert est en possession d'Apple pendant sa réparation. Résolution des litiges : Les litiges peuvent être résolus par arbitrage. Les litiges non résolus et les plaintes peuvent être transmis, accompagnés d'une copie du présent plan, à l'État du Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, U.S.A., Attn: Consumer Affairs.

Résidents de la Floride

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Les lois de l'État de la Floride régissent le présent plan et les litiges qui en découlent. Le prix du présent plan n'est pas assujéti au contrôle du Florida Office of Insurance Regulation (bureau de la

réglementation des assurances de la Floride). En cas d'annulation, aucuns frais ne seront exigibles.

Résidents du Michigan

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Si l'exécution du contrat de service est interrompue en raison d'une grève ou d'un arrêt de travail touchant le lieu d'affaires de l'entreprise, la durée du contrat de service sera prolongée du nombre de jours de la période de grève ou d'arrêt de travail.

Résidents du Nevada

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Annulations : Aucun plan en vigueur depuis plus de 70 jours ne peut être annulé par le fournisseur avant l'échéance de la durée convenue ou avant un an à compter de la date d'entrée en vigueur du plan, selon la première éventualité, sauf en vertu des motifs suivants :

- a. Défaut de paiement d'une somme due par le titulaire;
- b. Condamnation du titulaire pour un crime entraînant une augmentation des services requis;
- c. Découverte d'une fraude ou d'une fausse déclaration substantielle de la part du titulaire lors de l'obtention du plan ou de la soumission d'une réclamation en vertu du plan;

- d. Découverte d'une action ou d'une omission du titulaire ou d'une violation du titulaire des conditions du plan, survenue après la date d'entrée en vigueur du plan et entraînant une augmentation importante des services requis en vertu du plan;
- e. Une modification importante de la nature ou de la portée des services requis ou d'une réparation requise, après la date d'entrée en vigueur du plan, entraînant une augmentation importante des services ou de la réparation au-delà de ce qui était prévu au moment de l'émission ou de la vente du plan.
- Motifs d'annulation; date de prise d'effet de l'annulation. Aucune annulation d'un contrat de service ne peut prendre effet avant un minimum de 15 jours après l'envoi de l'avis d'annulation au titulaire.

Annulation de contrat; remboursement du prix d'achat; frais d'annulation.

- (i) Si Apple annule ce plan, Apple remboursera aux consommateurs du Nevada la portion non acquise du prix d'achat. Apple peut déduire tout solde en souffrance sur votre compte du montant du prix d'achat non acquis lors du calcul du remboursement. Si Apple annule un contrat en vertu du règlement NRS 690C.270, Apple ne peut pas exiger de frais d'annulation.
- (ii) Sauf disposition contraire dans le présent article, tout résident du Nevada qui est un acheteur original du

- plan et qui soumet à Apple une demande par écrit d'annulation du plan conformément aux conditions des présentes recevra un remboursement équivalant à la portion non acquise du prix d'achat du plan et Apple ne déduira pas de ce montant la valeur des services fournis.
- (iii) Si vous demandez l'annulation de ce plan après les trente (30) premiers jours de la durée du plan, Apple peut exiger les frais d'annulation indiqués dans le plan, sans toutefois déduire la valeur des services fournis.
- (iv) Lors du calcul par Apple du montant du remboursement en vertu du sous-alinéa (ii), Apple peut déduire de la portion non acquise du prix d'achat (a) le solde en souffrance sur le compte et (b) les frais d'annulation exigibles en vertu du plan. Pour les résidents du Nevada, ce plan s'appuie sur la pleine foi d'AppleCare Service Company, Inc.

L'approbation préalable des services ou des biens couverts en vertu de ce plan n'est pas nécessaire.

Les taxes ne sont pas applicables dans l'État du Nevada aux frais de service pour les réclamations pour dommages accidentels causés par la manipulation.

Résidents du New Hampshire

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Si vous êtes insatisfait à l'égard du présent contrat, vous pouvez communiquer avec le bureau d'assurance du New Hampshire par courrier régulier à State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, U.S.A. ou avec son service à la clientèle par téléphone au 800 852-3416.

Résidents du Nouveau-Mexique

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Annulations : Aucun plan en vigueur depuis plus de 70 jours ne peut être annulé par le fournisseur avant l'échéance de la durée convenue ou avant un an à compter de la date d'entrée en vigueur du plan, selon la première éventualité, sauf en vertu des motifs suivants :

- a. Défaut de paiement d'une somme due par le titulaire;
- b. Condamnation du titulaire pour un crime entraînant une augmentation des services requis;
- c. Découverte d'une fraude ou d'une fausse déclaration substantielle de la part du titulaire lors de l'obtention du plan ou de la soumission d'une réclamation en vertu du plan;
- d. Découverte d'une action ou d'une omission du titulaire ou d'une violation du titulaire des conditions du plan, survenue après la date d'entrée en vigueur du plan et entraînant une

62 Français

augmentation importante des services requis en vertu du plan; ou

- e. Une modification importante de la nature ou de la portée des services requis ou d'une réparation requise, après la date d'entrée en vigueur du plan, entraînant une augmentation importante des services ou de la réparation au-delà de ce qui était prévu au moment de l'émission ou de la vente du plan.

Résidents de la Caroline du Nord

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

L'achat de ce plan n'est pas nécessaire pour l'achat du matériel couvert ou l'obtention d'un prêt pour son achat. Apple Inc. n'annulera pas le présent plan SAUF en cas de défaut de paiement du prix d'achat du plan.

Résidents de l'Ohio

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Bien que le présent contrat de service ne constitue pas une police d'assurance, les obligations relatives aux réclamations découlant des présentes pour les plans vendus en Ohio sont couvertes par Illinois National Insurance Co., située au 180 Maiden Lane 25th Floor, New York, NY 10038, U.S.A. (téléphone : 1 800 250-3819). Veuillez fournir votre numéro de téléphone et votre numéro de dossier, le cas échéant, avec

Français 63

toutes vos correspondances. Vous êtes autorisé à déposer une réclamation directement auprès de la société d'assurance si Apple ne répond toujours pas à une réclamation soixante (60) jours après la réception de celle-ci par Apple.

Résidents de l'Oregon

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Si vous êtes insatisfait à l'égard du présent contrat, vous pouvez communiquer avec le bureau des services aux consommateurs et aux entreprises de l'Oregon par courrier régulier à Department of Consumer and Business Services, Oregon Insurance Division, 350 Winter Street NE, Salem, OR 97301, U.S.A. ou avec son représentant aux consommateurs par téléphone au 888 877-4894.

Résidents de la Caroline du Sud

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Vous pouvez adresser vos plaintes non résolues ou vos questions relatives à la réglementation du plan par courrier à South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, U.S.A. ou par téléphone au 1 800 768-3467.

Résidents du Tennessee

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

La durée du plan sera prolongée du nombre de jours pendant lesquels vous êtes privé de l'utilisation du produit en raison de sa réparation, auxquels s'ajoutent deux (2) jours ouvrables.

Résidents du Texas

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Le fournisseur peut annuler ce plan sans préavis en cas de défaut de paiement, de fausse déclaration ou de violation substantielle d'une obligation par le titulaire concernant le matériel couvert ou son utilisation. Vous pouvez adresser vos plaintes non résolues ou vos questions relatives à la réglementation du contrat par courrier à TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.A.

L'Administrateur du Texas est Apple Inc., licence TDLR #300.

Résidents du Wisconsin

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

LA PRÉSENTE GARANTIE EST ASSUJETTIE À LA RÉGLEMENTATION LIMITÉE DU BUREAU DU COMMISSAIRE À L'ASSURANCE.

Si vous annulez votre plan dans les trente (30) jours suivant l'achat du plan ou la réception des présentes conditions générales (si vous les recevez après la date d'achat), selon la dernière éventualité, vous recevrez un remboursement complet. Si vous annulez votre plan plus de trente (30) jours

suivant la réception du plan, vous recevrez un remboursement proportionnel qui s'appuie sur le pourcentage de la durée restante du plan, moins des frais d'annulation de vingt-cinq dollars (25 USD) ou de dix pour cent (10 %) du montant proportionnel si ce montant est moins élevé. Aucun montant ne sera déduit du remboursement pour les services reçus. Apple n'annulera pas le présent plan SAUF en cas de défaut de paiement du prix d'achat du plan. Si Apple annule le plan, vous recevrez un remboursement proportionnel en fonction de la durée restante du plan.

Résidents du Wyoming.

Si vous avez acheté le Plan dans cet État, cette condition s'applique au Plan.

Si Apple annule ce plan, Apple vous enverra un avis d'annulation par courrier à votre dernière adresse connue inscrite dans les dossiers d'Apple. Apple enverra cet avis écrit au plus tard dix (10) jours avant la date de prise d'effet de l'annulation. Cet avis écrit vous indiquera la date de prise d'effet de l'annulation et les raisons de celle-ci. Apple n'est pas tenue de fournir un avis d'annulation en cas de défaut de paiement du plan, de fausse déclaration substantielle de votre part auprès d'Apple ou de violation importante d'une de vos obligations en vertu du plan ou concernant le matériel couvert ou son utilisation.

Les litiges découlant du plan peuvent être résolus conformément à la loi sur l'arbitrage du Wyoming.

Numéros de téléphone

États-Unis

800 APL-CARE (800-275-2273)

7 h à 22 h 15, heure normale du Centre*

Sept jours sur sept

Canada

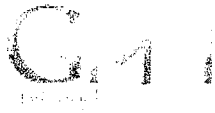
800-263-3394

8 h à 20 h 15, heure normale du Centre*

Sept jours sur sept

* Les numéros de téléphone et les horaires d'ouverture peuvent varier et sont susceptibles d'être modifiés. Vous trouverez les plus récentes coordonnées locales et internationales au www.apple.com/contact/phone_contacts.html. Les numéros sans frais ne sont pas offerts dans tous les pays.

Exhibit C



Renee Kennedy <apple.reneekennedy@gmail.com>

Fwd: Your Apple Store Work Authorization & Service Confirmation

vicky MALDONADO <vickyandabraham@msn.com>
To: apple.reneekennedy@gmail.com

Thu, Aug 27, 2015 at 11:03 AM

Sent from my iPhone

Begin forwarded message:

From: Apple Store First Colony <donotreply@apple.com>
Date: October 24, 2012 at 2:53:46 PM CDT
To: vickyandabraham@msn.com
Subject: Your Apple Store Work Authorization & Service Confirmation

Thank you for visiting the Apple Store. Below is a copy of your service record.

24-Oct-12

Apple Store First Colony
281-269-3410

Genius Bar Work Authorization & Service Confirmation

R76975649

Repair No: R76975649

Customer Information

vicky maldonado

USA

Product Information

Warranty Status: Out of

warranty(OW)

Model: IPAD (3RD GEN) WI-FI
+ CELLULAR

Date of Purchase: 17-Mar-12

Serial No: DLXH67CWDVGM

Problem Description/Diagnosis

Issue: Customer has shattered front display

Steps to Reproduce: Verified shattered front display

Proposed Resolution: Replace for \$299 plus tax plus add apple care plus

Cosmetic Condition: Shattered front display

Alternate Pickup:

Employee 1244343368

Repair Estimate

Item Number	Description	Price	Amount Due
661-6431	iPad (3rd gen) Wi-Fi + Cellular, 64GB, White	\$ 0.00	\$ 0.00
S4740LL/A	AppleCare+ for iPad	\$ 99.00	\$ 99.00
S4750Z/A	IPAD 3/4 DISC OOW REPAIR W/AC+ RETAIL	\$ 249.00	\$ 249.00
Total (Tax not included)		\$ 348.00	\$ 348.00

Work Authorization. I agree that the Repair Terms and Conditions on the reverse side of this page will apply to the service of the Product identified above; Apple is not responsible for any loss, corruption, or breach of the data on my product during service; as loss of data may occur as a result of the service, it is my responsibility to make a backup copy of my data before bringing my product to Apple for service; goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Parts and Service

Item Number	Description	Price	Amount Due
	Same as described above		
Total (Tax not included)		\$ 348.00	\$ 348.00

Thank you for choosing AppleCare for the repair of your Apple Product. To ensure the highest level of quality and reliability, all work is performed by AppleCare certified technicians using genuine Apple parts. Additionally, all repairs are backed by Apple's 90-day service limited warranty, or the original one-year limited warranty, whichever is longer. Note: The items identified above have been exchanged by Apple for new or refurbished parts or products. Any applicable cost is indicated adjacent to the part(s) or product description. Service parts are subject to tax.

If you need any future technical or administrative assistance, please contact AppleCare Support by calling 800-APL-CARE (800-275-2273). Also, answers to many questions regarding the operation of your Apple Product can be found at: <http://www.apple.com/support>

Repair Terms and Conditions can be found at
<http://www.apple.com/legal/terms/repair/instantexchange.html>.

Exhibit D



Apple Store, First Colony Mall
 16535 Southwest Freeway, Suite 8
 Sugarland, TX 77479
 firstcolonymall@apple.com
 281.269.3410

www.apple.com/retail/firstcolonymall

October 24, 2012 02:58 PM

Repair ID: R76975649
 VICKY MALDONADO
 vickyandabraham@msn.com

IPAD,WIFI 4G,64GB,3RD GEN,WHITE \$ 0.00

Part Number: 661-6431

No Returns

APPLECARE SUPPORT www.apple.com/support/

AC+ FOR IPAD \$ 99.00

Part Number: S4740LL/A

Return Date: Nov. 23, 2012

No Open Box Returns Accepted

For Support, Visit: www.apple.com/support/

NEW IPAD DISC OOW REPAIR W/AC+ RETAIL \$ 249.00

Part Number: S4750Z/A

No Returns

Sub-Total	\$ 348.00
Tax@8.25%	\$ 28.71
Total	\$ 376.71
Amount Paid Via Master Card (A)	\$ 376.71
01590P	



* R 2 0 5 2 0 1 8 1 0 4 *

http://www.apple.com/legal/sales_policies/retail.html

Tell us about your experience at the Apple Store.

Visit www.apple.com/feedback/retail.html

Exhibit E



Apple Store, First Colony Mall
 16535 Southwest Freeway, Suite 8
 Sugarland, TX 77479
 firstcolonymall@apple.com
 281.269.3410

www.apple.com/retail/firstcolonymall

September 09, 2013 04:16 PM

VICKY MALDONADO
 vickyandabraham@msn.com

iPad Wi-Fi Cellular 64GB White **\$ 829.00**
 Part Number: MD521LL/A
 Serial Number: DMPKN0FZF18G
 ICCID Number: 89014104254962693704
 IMEI Number: 013367009297258
 Return Date: Sep. 23, 2013
 For Support, Visit: www.apple.com/support

AT&T Account Information
 No Wireless Service Activation during iPad Sale

APPLECARE+ FOR IPAD **\$ 99.00**
 Part Number: S4736LL/A
 Agreement Number: 970205013001532
 Plan End Date: Sep. 09, 2015
 Sales Associate ID : 2022639766
 Serial Number: DMPKN0FZF18G

This plan is registered automatically.
 Verify your coverage at
apple.com/support/applecareplus/ww/

Terms & Conditions:
apple.com/legal/applecareplus/terms/ipad
 For Support, Visit:
www.apple.com/support

Use of iPad constitutes acceptance of the iPad terms and conditions and other third party terms and conditions found in the iPad box, or at <http://www.apple.com/legal/sla/> This iPad model is configured to work only with the wireless services of AT&T Wireless

The sales tax for iPad varies by state and may be based on the unbundled purchase price rather than the actual purchase price.

If you are not fully satisfied with your iPad purchase, you can return your undamaged iPad within 14 days of purchase for a full refund with no restocking fee.

If you disagree with these terms and conditions you can return the iPad in accordance with the Apple Store's return policy http://www.apple.com/legal/sales_policies/retail.htm

For information on Apple's privacy policy see www.apple.com/privacy

Sub-Total	\$ 928.00
Tax@8.25%	\$ 76.56
Total	\$ 1,004.56
Amount Paid Via Master Card (A)	\$ 1,004.56
xxxxxxxxxxxx7186	
06268P	

Exhibit F



Renee Kennedy <apple.reneekennedy@gmail.com>

Fwd: Your Apple Store Work Authorization & Service Confirmation

vicky MALDONADO <vickyandabraham@msn.com>

Thu, Aug 27, 2015 at 10:52 AM

To: "apple.reneekennedy@gmail.com" <apple.reneekennedy@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Apple Store First Colony <donotreply@apple.com>

Date: May 22, 2015 at 2:19:29 PM CDT

To: vickyandabraham@msn.com

Subject: Your Apple Store Work Authorization & Service Confirmation

Reply-To: donotreply@apple.com

Thank you for visiting the Apple Store. Below is a copy of your service record.

22-May-15

Apple Store First Colony

281-269-3410

Genius Bar Work Authorization & Service Confirmation

R156075090

Repair No: R156075090

Customer Information

vicky maldonado

houston TX 77099-3008 USA

Product Information

Warranty Status: Repeat
Repair(WR)

Model: IPAD (4TH GEN) WI-FI
+ CELLULAR

Date of Purchase: 08-Sep-13

IMEI:

Serial No: F6QPH026F18G

Problem Description/Diagnosis

Issue: Customers device consistently restarts to the apple logo

Steps to Reproduce: Observed issue at the bar. The device is having hundreds of panics
per day

Cosmetic Condition: Like new

Proposed Resolution: Replace under warranty

Employee 841416544

Repair Estimate

Item Number	Description	Price	Amount Customer Due KBB
661-6981	iPad (4th gen) Wi-Fi + Cellular, 64GB, White	\$ 0.00	\$ 0.00
S4770Z/A	IPAD/IPAD AIR FLAT RATE RETAIL	\$ 299.00	\$ 0.00
Total (Tax not included)		\$ 299.00	\$ 0.00

Work Authorization. I agree that the Repair Terms and Conditions on the reverse side of this page will apply to the service of the Product identified above; Apple is not responsible for any loss, corruption, or breach of the data on my product during service; as loss of data may occur as a result of the service, it is my responsibility to make a backup copy of my data before bringing my product to Apple for service; goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Parts and Service

Item Number	Description	Price	Amount Customer Due KBB
	Same as described above		
Total (Tax not included)		\$ 299.00	\$ 0.00

Thank you for choosing AppleCare for the repair of your Apple Product. To ensure the highest level of quality and reliability, all work is performed by AppleCare certified technicians using genuine Apple parts. Additionally, all repairs are backed by Apple's 90-day service limited warranty, or the original one-year limited warranty, whichever is longer. Note: The items identified above have been exchanged by Apple for new or refurbished parts or products. Any applicable cost is indicated adjacent to the part(s) or product description. Service parts are subject to tax.

If you need any future technical or administrative assistance, please contact AppleCare Support by calling 800-APL-CARE (800-275-2273). Also, answers to many questions regarding the operation of your Apple Product can be found at: <http://www.apple.com/support>

Repair Terms and Conditions can be found at
<http://www.apple.com/legal/terms/repair/instantexchange.html>.

Exhibit G

Subject: Your Apple Store Work Authorization & Service Confirmation
From: Apple Store Baybrook (donotreply@apple.com)
To: mcrightjoanne@yahoo.com;
Date: Wednesday, September 18, 2013 4:28 PM

Thank you for visiting the Apple Store. Below is a copy of your service record.

18-Sep-13

Apple Store Baybrook
 (281) 204.0500

Genius Bar Work Authorization & Service Confirmation

Repair No: R103080572

Customer Information

Joanne McRight
 USA

Product Information

Warranty Status: In Warranty(LP)
 Model: IPHONE 5
 Date of Purchase: 04-Dec-12
 Serial No: DQGKN0LNFH1C

Problem Description/Diagnosis

Issue: Display is shattered, display is also partly separating from the enclosure

Steps to Reproduce: Inspected, verified

Proposed Resolution: Replace thru apple care plus

Cosmetic Condition: Poor, Display is shattered, display is also partly separating from the enclosure

Employee 1449651327

Repair Estimate

Item Number	Description	Price	Amount Due
661-6847	iPhone 5, GSM, 16GB, White Replacement Serial Id: F18L89K0FH1C, IMEI: 013439007805646	\$ 0.00	\$ 0.00
S4580Z/A	APPLECARE+ SERVICE FEE - RETAIL	\$ 49.00	\$ 49.00
S4897Z/A	IPHONE 5 FLAT RATE REPAIR RETAIL-INT	\$ 269.00	\$ 0.00
	Total (Tax not included)	\$ 318.00	\$ 49.00

Work Authorization. I agree that the Repair Terms and Conditions on the reverse side of this page will apply to the service of the Product identified above; Apple is not responsible for any loss, corruption, or breach of the data on my product during service; as loss of data may occur as a result of the service, it is my responsibility to

make a backup copy of my data before bringing my product to Apple for service; goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Parts and Service

Item Number	Description	Price	Amount Due
	Same as described above		
Total (Tax not included)		\$ 318.00	\$ 49.00

Thank you for choosing AppleCare for the repair of your Apple Product. To ensure the highest level of quality and reliability, all work is performed by AppleCare certified technicians using genuine Apple parts. Additionally, all repairs are backed by Apple's 90-day service limited warranty, or the original one-year limited warranty, whichever is longer. Note: The items identified above have been exchanged by Apple for new or refurbished parts or products. Any applicable cost is indicated adjacent to the part(s) or product description. Service parts are subject to tax.

If you need any future technical or administrative assistance, please contact AppleCare Support by calling 800-APL-CARE (800-275-2273). Also, answers to many questions regarding the operation of your Apple Product can be found at: <http://www.apple.com/support>

Repair Terms and Conditions can be found at <http://www.apple.com/legal/terms/repair/instantexchange.html>.

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	DEFENDANTS
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)
(c) Attorneys (Firm Name, Address, and Telephone Number)	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)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)																												
<table><tr><td>1 U.S. Government Plaintiff</td><td>3 Federal Question (U.S. Government Not a Party)</td></tr><tr><td>2 U.S. Government Defendant</td><td>4 Diversity (Indicate Citizenship of Parties in Item III)</td></tr></table>	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)	<table><tr><td></td><td>PTF</td><td>DEF</td><td></td><td>PTF</td><td>DEF</td></tr><tr><td>Citizen of This State</td><td>1</td><td>1 Incorporated or Principal Place of Business In This State</td><td>4</td><td>4</td><td></td></tr><tr><td>Citizen of Another State</td><td>2</td><td>2 Incorporated and Principal Place of Business In Another State</td><td>5</td><td>5</td><td></td></tr><tr><td>Citizen or Subject of a Foreign Country</td><td>3</td><td>3 Foreign Nation</td><td>6</td><td>6</td><td></td></tr></table>		PTF	DEF		PTF	DEF	Citizen of This State	1	1 Incorporated or Principal Place of Business In This State	4	4		Citizen of Another State	2	2 Incorporated and Principal Place of Business In Another State	5	5		Citizen or Subject of a Foreign Country	3	3 Foreign Nation	6	6	
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)																												
	PTF	DEF		PTF	DEF																								
Citizen of This State	1	1 Incorporated or Principal Place of Business In This State	4	4																									
Citizen of Another State	2	2 Incorporated and Principal Place of Business In Another State	5	5																									
Citizen or Subject of a Foreign Country	3	3 Foreign Nation	6	6																									

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment Of Veteran's Benefits 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Medical Malpractice	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	625 Drug Related Seizure of Property 21 USC § 881 690 Other	422 Appeal 28 USC § 158 423 Withdrawal 28 USC § 157 PROPERTY RIGHTS 820 Copyrights 830 Patent 840 Trademark SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g))	375 False Claims Act 376 Qui Tam (31 USC § 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS	
210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	440 Other Civil Rights 441 Voting 442 Employment 443 Housing/Accommodations 445 Amer. w/Disabilities-Employment 446 Amer. w/Disabilities-Other 448 Education	Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other: 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee-Conditions of Confinement	710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Employee Retirement Income Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions	870 Taxes (U.S. Plaintiff or Defendant) 871 IRS-Third Party 26 USC § 7609	

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):
	Brief description of cause:

VII. REQUESTED IN COMPLAINT:	CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.	DEMAND \$	CHECK YES only if demanded in complaint: JURY DEMAND: 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	SAN JOSE	EUREKA-MCKINLEYVILLE
---	-----------------------	----------	----------------------

DATE:	SIGNATURE OF ATTORNEY OF RECORD:
--------------	---

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)."
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."
- Date and Attorney Signature.** Date and sign the civil cover sheet.