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14 **UNITED STATES DISTRICT COURT**

15 **NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION**

16 SANDEEP KAPIL, GABRIELA GOMEZ and
KIM SALLEN, on behalf of themselves and all
17 others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE, INC.,

21 Defendant.

Case No.

CLASS ACTION COMPLAINT

CLASS ACTION

JURY TRIAL DEMANDED

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1 Plaintiffs Sandeep Kapil, Gabriela Gomez and Kim Sallen, on behalf of themselves and all
2 others similarly situated, hereby file their complaint against Apple, Inc. (“Apple” or “Defendant”),
3 and in support thereof state:

4 **INTRODUCTION**

5 1. Apple authorized and maintained malicious applications in its “App Store” that
6 allowed the theft of personal financial assets while representing that apps in its App Store had been
7 vetted and reviewed by Apple and were safe and secure.

8 2. Apple has built a business model that depends not only on selling hardware such as
9 iPhones and iPads but also on providing consumers with a curated selection of applications through
10 the App Store. By maintaining exclusive control over the applications that may be downloaded on
11 Apple devices, Apple has structured its ecosystem so that customers rely on Apple for the perceived
12 safety and reliability of the App Store. Apple has actively and extensively represented to consumers
13 that apps on the App Store are thoroughly vetted, trustworthy, and secure. Apple has actively
14 represented that its App Store apps which are used for cryptocurrency trading come from approved
15 financial institutions and comply with all applicable laws.

16 3. These representations foster consumer trust, which, in turn, incentivizes consumers
17 to purchase Apple devices over competing brands. Apple’s campaign to promote the safety and
18 trustworthiness of its App Store directly contributes to increased sales of iPhones and other Apple
19 products, as consumers reasonably believe that Apple’s devices provide a safer and more secure
20 user experience. Without this assurance of security, fewer consumers would be inclined to purchase
21 Apple devices, as they might perceive other smartphones or tablets as equally secure or better suited
22 to meet their needs.

23 4. Apple’s assertions regarding the safety and legitimacy of App Store apps thus serve
24 a dual purpose: enhancing the appeal of Apple’s ecosystem while driving hardware sales. This is
25 not merely a platform for app distribution but a cornerstone of Apple’s competitive advantage in the
26 smartphone and tablet market. Consequently, Apple profits not only from app sales or in-app
27 purchases but also from free apps because Apple profits significantly from the added value that this
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1 perceived security brings to its devices, making the continued representation of app safety integral
2 to Apple’s market strategy and business growth.

3 5. Plaintiffs and Class members relied on Apple’s express representations and ongoing
4 and long-standing campaign of representing that its App Store is “a safe and trusted place” when
5 they downloaded applications purporting to be digital asset trading applications called Digicoins,
6 SolLuna, and Forex5. Unknown to Plaintiffs and Class members the Digicoins, SolLuna, and Forex5
7 applications were “spoofing” programs created for the sole purpose of stealing fiat and
8 cryptocurrency by obtaining consumers’ account information and thereafter routing Class members’
9 assets to the perpetrators’ personal accounts. Not knowing this, and relying on Apple’s express and
10 longstanding representations that apps from its App Store had been vetted and were safe and legally
11 compliant, Plaintiffs and Class members downloaded the apps from the Apple App Store.
12 Subsequently, after following instructions contained in the apps to deposit funds, and after what
13 appeared to be legitimate trades and growth of their funds, their Digicoins, SolLuna, and Forex5
14 accounts were frozen and all the money they invested was stolen in a cryptocurrency investment
15 scam known as “pig butchering.”¹

16 6. Apple’s affirmative representations and the general impression that it has cultivated
17 that apps from its App Store could be trusted and were safe and secure because of Apple’s rigorous
18 vetting and review process were false and misleading. As a result of Apple’s misrepresentations,
19 and its failure to take appropriate corrective or remedial action, Apple has caused Plaintiffs and
20 Class members to download apps created solely for “pig butchering” schemes and hence to suffer
21 significant economic losses. Defendant’s conduct is in violation of California’s Consumers Legal
22 Remedies Act (“CLRA”), Civil Code § 1750, *et seq.* and California’s Unfair Competition Law
23 (“UCL”), Business and Professions Code § 17200, *et seq.*

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26 ¹ “Pig butchering” is “named in reference to the practice of fattening a pig before slaughter. It
27 is a type of confidence and investment fraud in which the victim is gradually lured into making
28 increasing monetary contributions, generally in the form of cryptocurrency, to a seemingly sound
investment before the scammer disappears with the contributed monies.” *See*
<https://www.fdicoin.gov/pig-butchering-scams> (last accessed Oct. 25, 2024).

1 7. By virtue of this class action, Plaintiffs seek to enjoin Apple’s unlawful practices and
2 to require that Apple to compensate Plaintiffs and members of the Class for the losses they have
3 incurred because of its misconduct.

4 **PARTIES**

5 8. Plaintiff Sandeep Kapil is an individual, over 18 years of age, and a resident of the
6 State of California, the County of Riverside.

7 9. Plaintiff Gabriela Gomez is an individual, over 18 years of age, and a resident of the
8 State of Texas, the County of El Paso.

9 10. Plaintiff Kim Sallen is an individual, over 18 years of age, and a resident of
10 California, the County of San Diego.

11 11. Defendant Apple, Inc. is California corporation with its principal place of business
12 at One Apple Park Way, Cupertino, California 95014.

13 **JURISDICTION AND VENUE**

14 12. Jurisdiction is proper under the Class Action Fairness Act of 2005, 28 U.S.C.
15 § 1332(d), because, on information and belief, the proposed Class consists of 100 or more members;
16 many of the members are citizens of states that are diverse from the state of Defendant’s citizenship;
17 and the amount in controversy exceeds \$5,000,000, exclusive of costs and interest.

18 13. This Court may exercise personal jurisdiction over the Apple, who has availed itself
19 of the jurisdiction of this Court through acts and omissions, including but not limited to, having its
20 principal place of business in this District, advertising its services in this District, selling products
21 and services to consumers in this District, and by otherwise conducting business in this District;
22 furthermore, various agreements between Apple and the Class select the Courts of this State as the
23 proper forum for all disputes.

24 14. Venue is therefore proper in this forum pursuant to 28 U.S.C. § 1391(b), and further,
25 as the Apple is located in this judicial district and/or a substantial part of the acts or omissions giving
26 rise to the claims herein occurred in the same.

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INTRADISTRICT ASSIGNMENT

15. Pursuant to Civil L.R. 3-2(c) and (e), assignment to the San Jose Division is proper because a substantial part of the conduct which gives rise to Plaintiffs’ claims occurred in Santa Clara County, where Apple resides.

GENERAL ALLEGATIONS

Apple and the App Store

16. Apple is one of the largest mobile and tablet application providers in the world, through its universally known “App Store.”

17. Apple describes the App Store to consumers as follows:²



**The apps you love.
From a place you can trust.**

For over a decade, the App Store has proved to be a safe and trusted place to discover and download apps. But the App Store is more than just a storefront — it’s an innovative destination focused on bringing you amazing experiences. And a big part of those experiences is ensuring that the apps we offer are held to the highest standards for privacy, security, and content. Because we offer nearly two million apps — and we want you to feel good about using every single one of them.

18. Apple has worked for decades to build and promote a reputation of providing apps that are safe and can be trusted. Over time, Apple has established an image that its App Store is carefully curated, with each app undergoing a rigorous review to ensure it meets Apple’s security standards. This long-standing marketing message has fostered an inherent belief among consumers that apps on the App Store are safe by default.

² *App Store*, Apple, <https://www.apple.com/app-store/> (last accessed Nov. 15, 2024).

1 19. Apple has distinguished itself in the tech industry as a company committed to user
2 privacy and security. Consumers have come to associate Apple products with high standards of
3 protection, further encouraging an assumption that any app available on the App Store is secure and
4 free from fraudulent intent. This association reinforces reasonable consumers' belief that Apple's
5 vetting process extends to protecting them from scams.

6 20. Apple exercises exclusive control over app distribution on iOS devices, disallowing
7 alternative app sources or sideloading. This exclusivity suggests to consumers that Apple is
8 confident in its review and vetting process, leading users to believe that Apple has effectively
9 shielded them from unsafe or fraudulent applications by eliminating external sources of apps.

10 21. Apple has promoted its App Store's vetting process as a stringent security measure,
11 publicly detailing how apps are reviewed by experts who assess them for malware, privacy concerns,
12 and other security risks. Apple also promotes and represents that its App Store apps which are used
13 for cryptocurrency transmissions or transactions are appropriately licensed and that apps facilitating
14 cryptocurrency ICOs (Initial Coin Offerings) or other futures trading of cryptocurrency come from
15 approved financial institutions and comply with all applicable laws. Given this promotion, a
16 reasonable consumer would assume that apps made available for download are free from fraudulent
17 or malicious intent, especially for highly regulated fields like finance and digital asset trading.

18 22. Apple has conveyed to consumers that user safety is a core value, underscored by
19 statements such as "Download with confidence" and assurances that the App Store is a "safe and
20 trusted place." Given the prevalence of these messages, consumers are led to believe that Apple's
21 security and vetting practices are specifically designed to prevent fraudulent schemes like pig
22 butchering scams from being present on the platform.

23 23. In 2007, Steve Jobs stated that Apple's mission in creating what would become the
24 App Store was to create "an advanced system which will offer developers broad access to natively
25 program the iPhone's amazing software platform while at the same time protecting users from
26 malicious programs."³

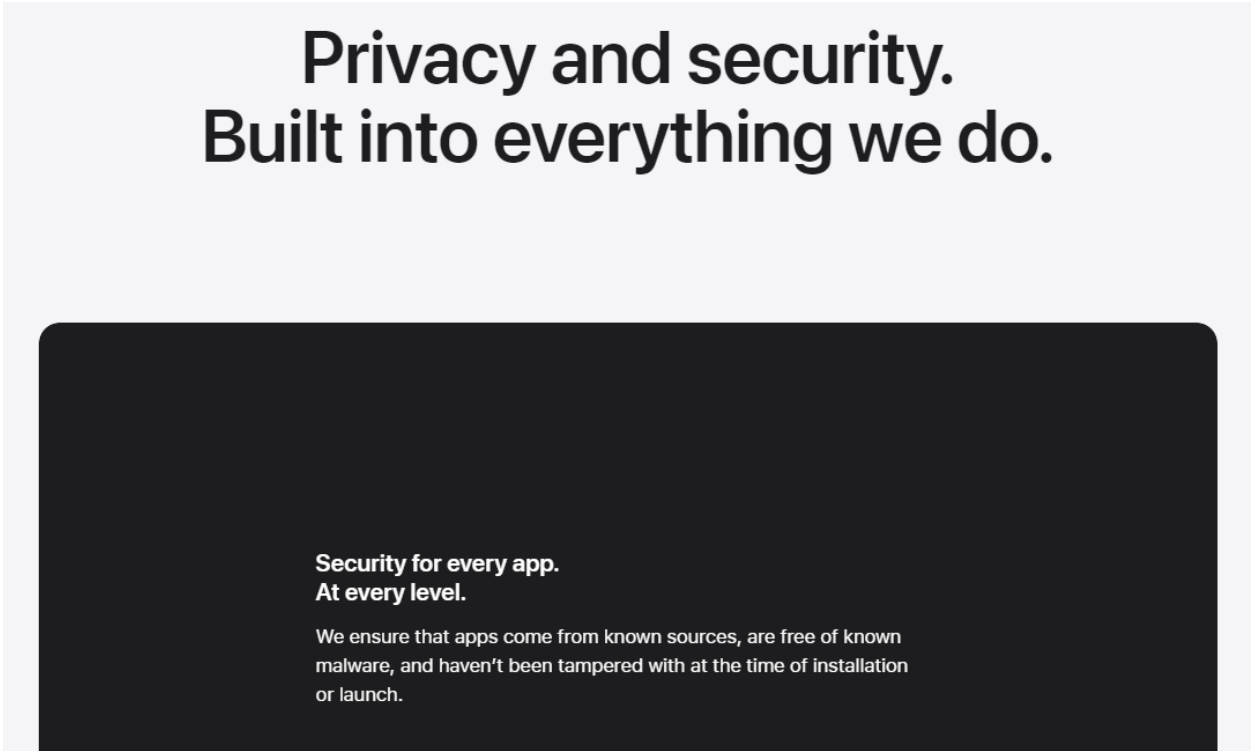
27 _____
28 ³ Adam Engst, *Steve Jobs's iPhone SDK Letter*, TidBits (Oct. 17, 2007),
<https://tidbits.com/2007/10/17/steve-jobss-iphone-sdk-letter/>.

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24. In a section titled “App security overview” Apple states:

Apple provides layers of protection to help ensure that apps are free of known malware and haven’t been tampered with. Additional protections enforce that access from apps to user data is carefully mediated. These security controls provide a stable, secure platform for apps, enabling thousands of developers to deliver hundreds of thousands of apps for iOS, iPadOS, and macOS—all without impacting system integrity. And users can access these apps on their Apple devices without undue fear of viruses, malware, or unauthorized attacks.⁴

25. Apple on its App Store further represents:⁵



Apple additionally promises it is:⁶

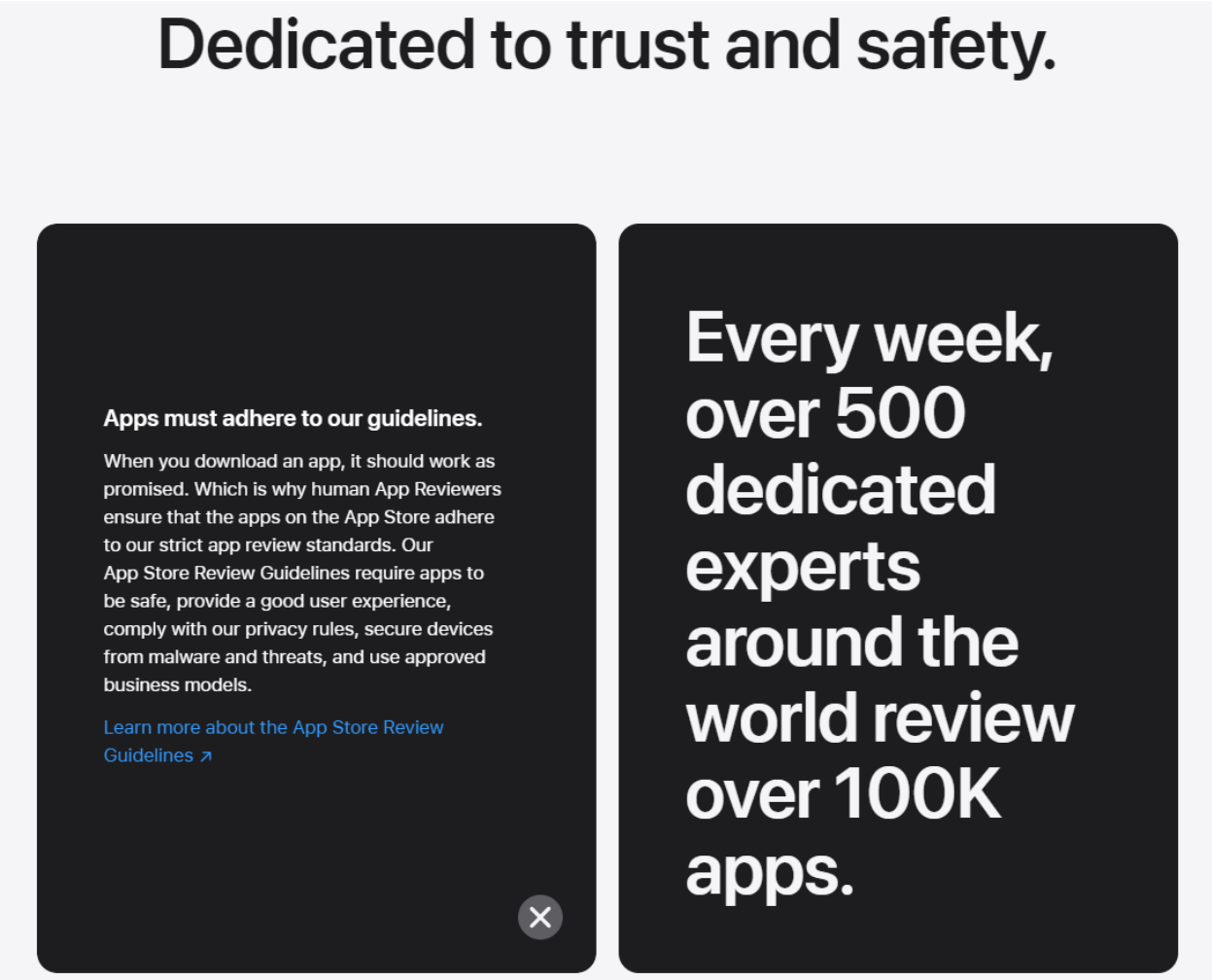
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⁴ See <https://support.apple.com/guide/security/app-security-overview-sec35dd877d0/web> (last accessed Nov. 15, 2024).

⁵ See *App Store*, *supra* n.1.

⁶ *Id.*

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26. Apple represents consumers can “**Download with confidence.**” It asserts that on its apps, Apple customers can “**Purchase safely and securely.**” And “**Need a refund? AppleCare has your back.**”

27. Apple controls what applications may be sold or provided to consumers through the App Store by a vetting process that involves provision of the proposed application’s purpose and a copy of the application itself and any relevant source code, users’ guides, and software documentation.⁷

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⁷ See, e.g., *App Review Guidelines*, Apple Developer, <https://developer.apple.com/app-store/review/guidelines> (last accessed Oct. 14, 2024).

1 28. As part of Apple’s promise that apps from its App Store are vetted for safety and
 2 security, it promises that each app on the App Store has met its security standards. The promise that
 3 apps on the App Store are rigorously vetted fosters and results in consumer trust of Apple apps. And
 4 in Apple’s words: “Customer trust is a cornerstone of the App ecosystem. Apps should never prey
 5 on users or attempt to rip off customers...”⁸ According to Apple, “[t]he guiding principle of the App
 6 Store is simple—we want to provide a safe experience for users to get apps...”⁹

7 29. According to Apple, it achieves its guiding principle of providing customer safety
 8 and establishing a cornerstone of consumer trust in its apps and the App Store, “by offering a highly
 9 curated App Store where every app is reviewed by experts We also scan each app for malware
 10 and other software that may impact user safety, security, and privacy. These efforts have made
 11 Apple’s platforms the safest for consumers around the world.”¹⁰

12 30. Apple has specific security standards for cryptocurrency exchange apps as follows:¹¹

13 3.1.5 Cryptocurrencies:

14 ...

15 (iii) Exchanges: Apps may facilitate transactions or transmissions of
 16 cryptocurrency on an approved exchange, provided they are offered only in
 17 countries or regions where the app has appropriate licensing and permissions
 to provide a cryptocurrency exchange.

18 (iv) Initial Coin Offerings: Apps facilitating Initial Coin Offerings (“ICOs”),
 19 cryptocurrency futures trading, and other crypto-securities or quasi-securities
 20 trading must come from established banks, securities firms, futures
 commission merchants (“FCM”), or other approved financial institutions and
 must comply with all applicable law.

21 (v) Cryptocurrency apps may not offer currency for completing tasks, such as
 22 downloading other apps, encouraging other users to download, posting to
 23 social networks, etc.

26 _____
 27 ⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

1 31. Defendant represents that as part of its vetting and review process:¹²

2 Apps that provide services in highly regulated fields (such as banking and
3 financial services, healthcare, gambling, legal cannabis use, and air travel) or
4 that require sensitive user information should be submitted by a legal entity
that provides the services, and not by an individual developer.

5 32. Apple also promises immediate correction if issues occur. Apple represents:

6 In a case where an app makes it into the App Store but is then later discovered
7 to violate guidelines, Apple works with the developer to quickly resolve the
8 issue. In dangerous cases, involving fraud and malicious activity, the app is
9 immediately removed from the App Store and users who downloaded the app
can be notified of the app's malicious behavior.¹³

10 33. Apple's representations of safety and security in the applications offered in the App
11 Store have been made continuously for almost two decades and were a focal point of widespread
12 advertising and marketing representations made by Apple.

13 34. Apple has successfully cultivated the impression that its products and the apps it vets
14 and makes available in the App Store are safe and trustworthy. As described in an article published
15 on February 1, 2023, about illicit pig butchering apps making their way into the Apple App Store,
16 the "presence of the apps in the App Store made the ruse all the more convincing."¹⁴ Researchers
17 from the cybersecurity firm SophosLabs also published an article about pig butchering apps being
18 available in the App Store, stressing that "If criminals can get past these checks [Apple purports to
19 conduct], they have the potential to reach millions of devices. This is what makes it more dangerous
20 for [scam app] victims, as most of those targets are more likely to trust the source if it comes from
21 the official Apple App Store."¹⁵

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23 ¹² *Id.*

24 ¹³ *Supra* n.4.

25 ¹⁴ Dan Goodman, "Pig-butchering scam apps sneak into Apple's App Store and Google Play,"
26 arstechnica (Feb. 1, 2023), available at <https://arstechnica.com/information-technology/2023/02/pig-butchering-scam-apps-sneak-into-apples-app-store-and-google-play/> (last accessed Oct. 25, 2024).

27 ¹⁵ Jagadeesh Chandraiah, "Fraudulent 'CryptoRom' trading apps sneak into Apple and Google
28 app store," Sophos News (Feb. 1, 2023), available at <https://news.sophos.com/en-us/2023/02/01/fraudulent-cryptorom-trading-apps-sneak-into-apple-and-google-app-stores/> (last accessed Oct. 25, 2024).

1 35. Apple’s business model and sales of iPhones and iPads depends upon the App Store
2 applications being safe and secure for Apple customers.

3 36. That is because Apple customers have no other practical or convenient manner in
4 which to download applications for their iPhones or iPads, as Apple maintains rigorous control over
5 applications that can be placed on their devices. If App Store applications are not perceived to be
6 safe, the sales of iPhones and iPads will be negatively impacted.

7 37. Even when Apple does not directly profit from an application downloaded from the
8 App Store, drawing consumers to its selling forum, as opposed to other fora, has considerable
9 business advantage to Apple, as it encourages consumers to purchase Apple products and dissuades
10 consumers from purchasing other devices.

11 38. Because Plaintiffs knew, or at least thought they knew, that Apple thoroughly
12 reviews applications before it allowed them on the App Store, and in reliance on Apple’s
13 representations that App Store apps are safe and secure, Plaintiffs purchased Apple hardware (i.e.,
14 iPhones and iPads) and downloaded from the App Store one or more of the applications at issue
15 here—Digicoins, SolLuna and Forex5.

16 39. The fraudsters that perpetrated the fraud against Plaintiffs and Class members
17 through the App Store did so specifically because the app being in the App Store would lend
18 credibility to the scheme. The fraudsters knew that Apple advertises that App Store as being a safe
19 and trustworthy platform, and they used those representations to their advantage in order to carry
20 out the fraud.

21 ***Digital Asset Frauds***

22 40. With Apple’s representations in mind, Plaintiffs downloaded apps reasonably
23 trusting that the apps would be safe, legitimate, and suitable for conducting secure financial
24 transactions. Instead, Plaintiffs were met with digital asset fraud, finding themselves victims of
25 schemes that Apple’s promises of safety should have prevented.

26 41. Fraudsters can carry out these digital asset frauds in different ways. One common
27 mechanism is to “claim to invest customers’ funds in proprietary crypto trading systems or in
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1 ‘mining’ farms. The fraudsters promise high guaranteed returns (for example, 20-50%) with little
2 or no risk.”¹⁶

3 42. Fraudsters can create fake “trading” platforms in which they convince persons to
4 deposit money in what they believed was their own account under their control, often starting with
5 small amounts and building up to higher and higher numbers, promising the users that they are
6 trading their money and achieving high returns.¹⁷ In reality, “no trading actually [takes] place.”¹⁸
7 Any money deposited into the platform is stolen by the scammers. “When [victims] try to withdraw
8 [their] earnings, suddenly there [is a] problem[],” or they are told they must pay out-of-pocket to
9 cover exorbitant undisclosed fees or fake taxes.¹⁹

10 43. These cryptocurrency scams are extremely prevalent. The FBI recently reported that
11 the total amount of money lost in these frauds in 2023 was over \$5.6 billion.²⁰ Investment scams,
12 such as the ones discussed above and at issue here, “accounted for 71% of all crypto-related losses”
13 in 2023.²¹ The U.S. Secret Service has warned that these types of frauds are of “national interest.”²²

14 44. Sophisticated digital actors, such as Apple, are well aware of the threat of these
15 schemes. Apple knew, or should have known, that these types of frauds exist and should have
16 protected Plaintiffs and Class members against these types of frauds. Despite representations that
17 Apple takes App Store security seriously, that its customers can trust what is available in the App
18 Store, and that App Store apps used to trade cryptocurrency meet all relevant legal requirements,
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20 ¹⁶ *Investor Alert: Watch Out for Fraudulent Digital Asset and “Crypto” Trading Websites*,
21 Commodity Futures Trading Commission,
22 https://www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/watch_out_for_digital_fraud.html#:~:text=Be%20wary%20of%20anyone%20who,that%20is%20difficult%20to%20understand. (last
accessed Nov. 15, 2024).

23 ¹⁷ *See Digital Asset Frauds*, Commodity Futures Trading Commission,
24 <https://www.cftc.gov/LearnAndProtect/digitalassetfrauds> (last accessed Oct. 10, 2024).

25 ¹⁸ *Id.*

26 ¹⁹ *Id.*

27 ²⁰ Hannah Lang, *Losses from Crypto Scams Grew 45% in 2023, FBI Says*, Reuters (Sept. 9,
28 2024 3:16pm CDT), <https://www.reuters.com/technology/losses-crypto-scams-grew-45-2023-fbi-says-2024-09-09/>.

²¹ *Id.*

²² *Combating the Illicit Use of Digital Assets*, United States Secret Service,
<https://www.secretservice.gov/investigations/digitalassets> (last accessed Oct. 11, 2024).

1 Apple allowed these fraudsters to place their apps for download in the App Store and caused great
2 harm to Plaintiffs and Class members.

3 ***Plaintiff Sandeep Kapil's Experience***

4 45. In August 2023, Plaintiff Kapil joined an online investment discussion group whose
5 purported objective was to share stock recommendations, investment strategies and to leverage the
6 combined investment resources of the group. At the behest of the group leader, an individual using
7 the name Kevin Wilson, a claimed financial expert who professed to sport multiple degrees and a
8 prestigious employment history, the Wilson discussion group expanded into trading cryptocurrency.

9 46. Kapil and other group members were encouraged to join the supposed
10 cryptocurrency trading platform called Digicoins and utilize the \$200 to \$800 provided by the
11 exchange to start trading. Kapil was told to download the Digicoins app only from the Apple App
12 Store or the Google Play Store.

13 47. Kapil has been an avid user of Apple products for more than two decades. He trusted
14 apps from the App Store because of his experience with Apple products, his experience downloading
15 and using other apps on the App Store, and the overall impression Apple has cultivated among its
16 customers—that apps on the App Store are vetted, safe, and trustworthy. This confidence arose from
17 Apple's long-standing commitment to marketing the App Store as a secure platform, where all apps
18 meet rigorous safety standards. He was also assured by Apple's representations on its App Store
19 that its apps could be trusted and were secure and safe as alleged above. In reliance on this
20 impression Apple has cultivated over time, including Apple's representations regarding the safety
21 and security of App Store apps and based on his belief that the Digicoins app downloaded from
22 Apple's App Store was safe and secure, Kapil downloaded Digicoins from the App Store in or
23 around the month of August, 2023, and began transferring money and buying cryptocurrency he
24 believed he could use to conduct legitimate digital trades on the Digicoins app. Kapil downloaded
25 the Digicoins app onto his iPhone XR that he purchased from Apple near the end of 2018 for
26 approximately \$1,000. Kapil would not have purchased his iPhone or spent as much money on the
27 iPhone if he had known the truth about Apple's representations that its apps were not safe or
28 trustworthy.

1 48. Kapil’s initial deposits were in relatively small amounts. Before he began
2 transferring larger amounts to Digicoins he looked for yet additional assurance from Apple
3 regarding the legitimacy and safety of the Digicoins app. To this end, Kapil reviewed Apple’s
4 guidelines and review process for apps available from the App Store, including the particular
5 standards Apple purportedly requires for cryptocurrency exchange apps as alleged above. Apple’s
6 representations regarding the safety and security of apps on its App Store further convinced Kapil
7 the Digicoins app was safe for his investments. He began to deposit in larger amounts and to
8 participate—so he believed—in legitimate Initial Coin Offerings (ICOs). Kapil’s reliance on
9 Apple’s representations was reasonable because the representations he relied on concern the safety
10 and security of apps from the App Store—the “guiding principle” of the App Store according to
11 Apple—and Kapil relied upon Apple’s representations for these purposes.

12 49. By the end of January 2024, Kapil’s Digicoins account had apparently increased
13 from his investment amount of approximately \$1,236,935 to over \$1,465,991. But then, in early
14 February 2024, Kapil’s Digicoins account was suddenly locked and his assets in his account frozen.
15 A few days later, the Digicoins app was non-functional and non-responsive. Kapil later discovered
16 the Digicoins app was not legitimate or in compliance with legal requirements, contrary to Apple’s
17 representations, it was not safe and could not be trusted, and it did not comport with Apple’s
18 represented standards and vetting processes for a cryptocurrency app. The Digicoins app was part
19 of a “pig butchering” scam and the more than \$1,236,000 that Kapil had deposited was gone. As a
20 direct result of Apple’s process for reviewing the Digicoins app on its App Store and Kapil’s
21 reasonable reliance on Apple’s representations assuring him the app had been vetted, was safe and
22 could be trusted, Plaintiff Kapil was injured and lost over a million dollars. Contrary to Apple’s
23 representations and stated processes for correction, Kapil and other users of Digicoins were never
24 notified by Apple that Digicoins was a dangerous app used for fraud and malicious activity. Because
25 of the false and deceptive material misrepresentations at issue, Plaintiff Kapil also overpaid for his
26 iPhone.

1 ***Plaintiff Gabriela Gomez's Experience***

2 50. In approximately August 2023, Plaintiff Gomez joined two online investment
3 discussion groups whose purported objectives were to share stock recommendations, investment
4 strategies and to leverage the combined investment resources of the group. Gomez had been
5 educating herself by various means regarding stock investments and trading of digital assets and the
6 online discussion groups were part of this process. At the behest of one of the group leaders, an
7 individual using the name Kevin Wilson, who was a claimed financial expert with multiple degrees
8 and a pedigreed employment history, Gomez expanded from stock trading to also attempting to
9 trade in cryptocurrency.

10 51. Gomez and other Wilson discussion group members were encouraged to join the
11 platform called Digicoins and utilize the \$200 to \$800 provided by the exchange to start “trading.”
12 The leader of Gomez’s other investment group, Wade Brittingham, encouraged Gomez and other
13 group members to join the platform SolLuna available for download on the Apple App Store.

14 52. Gomez has used Apple products for decades, since at least 2007. She trusted apps
15 from the App Store because of her experience with Apple products, her experience with
16 downloading and using other apps from the App Store, and the overall impression Apple has
17 cultivated among its customers—that apps on the App Store are vetted, safe, and trustworthy. This
18 confidence arose from Apple’s long-standing commitment to marketing the App Store as a secure
19 platform, where all apps meet rigorous safety standards. She was also assured by Apple’s
20 representations on its App Store that its apps could be trusted and were secure and safe as alleged
21 above. In reliance on this impression Apple has cultivated over time that apps on the App Store are
22 vetted, safe, and trustworthy, including Apple’s representations regarding the safety and security of
23 App Store apps and based on her belief that the Digicoins and SolLuna apps downloaded from
24 Defendant’s App Store were safe and secure, Gomez downloaded Digicoins and SolLuna from the
25 App Store and began transferring money and buying cryptocurrency she believed she could use to
26 conduct legitimate digital trades on the apps. Gomez’s reliance on Apple’s representations was
27 reasonable because the representations she relied on concern the safety and security of apps from
28 the App Store—the “guiding principle” of the App Store according to Apple—and Gomez relied

1 upon Apple's representations for these purposes. Gomez used the App Store to download the
2 Digicoins and SolLuna apps in or around the month of October 2023. Gomez downloaded the
3 Digicoins and SolLuna apps onto her iPhone 11, model number NWKM2LL/A, that she purchased
4 from Sprint on or about June, 22, 2021. Gomez would not have purchased her iPhone if she had
5 known the truth about Apple's representations that its apps were not safe or trustworthy

6 53. At the end of November 2023, Gomez attempted to withdraw some of her funds from
7 SolLuna and was told she could not withdraw funds until she paid \$10,000 in taxes she owed on the
8 increased value of her money. Questioning the legitimacy of the request and the application as a
9 whole, Gomez contacted Apple via Apple chat on November 30, 2023 and subsequently also spoke
10 with an Apple representative. Apple assured Gomez that apps from the App Store were all tested
11 and vetted for legitimacy and authenticity, and that she could safely continue to use the SolLuna
12 app.

13 54. Gomez paid the \$10,000 into her SolLuna app and continued to attempt to withdraw
14 her funds. However, in mid-December when Gomez tried to withdraw funds from her SolLuna
15 account, her request was refused unless she agreed to pay yet more money into the app for sums she
16 purportedly owned the U.S. government. Convinced SolLuna was a scam, Gomez contacted Apple.
17 Apple removed the SolLuna app a few days later. However, contrary to Apple's representations and
18 stated processes for correction, Gomez and other users of SolLuna were never notified by Apple
19 that SolLuna was a dangerous app used for fraud and malicious activity.

20 55. At the same time, Gomez began to suspect Digicoins might also be a scam. She tried
21 to withdraw her funds from Digicoins in mid-December 2023 and was unable to do so. Gomez
22 informed Apple that Digicoins was also a scam. However, Apple continued to make Digicoins
23 available on the App Store for users to download and use under the false impression that Digicoins
24 had been vetted, was safe, and could be trusted. It was not until February 2024 that Apple removed
25 Digicoins from the App Store, and contrary to Apple's representations and stated processes for
26 correction, Gomez and other users of Digicoins were never notified by Apple that Digicoins was a
27 dangerous app used for fraud and malicious activity. In total, Gomez "invested" approximately
28 \$72,000 between the Digicoins and SolLuna apps. As a direct result of Apple's process for

1 reviewing the Digicoins app on its App Store and Gomez’s reasonable reliance on Apple’s
2 representations assuring her the apps had been vetted, was safe and could be trusted, Plaintiff Gomez
3 was injured and lost approximately \$72,000. Because of the false and deceptive material
4 misrepresentations at issue, Plaintiff Gomez also overpaid for her iPhone.

5 ***Plaintiff Kim Sallen’s Experience***

6 56. In the fall of 2023, Plaintiff Sallen joined an online investment discussion group
7 whose purported objective was to share stock recommendations, investment strategies and to
8 leverage the combined investment resources of the group. Sallen had been educating herself by
9 various means regarding stock investments and trading of digital assets and the online discussion
10 group was part of this process. At the behest of the group leader, an individual using the name Kevin
11 Wilson, who was a claimed financial expert with multiple degrees and a pedigreed employment
12 history, Sallen was encouraged to join the platform called Digicoins, available for download on the
13 Apple App Store, and utilize the \$200 to \$800 provided by the exchange to start “trading.” Sallen
14 downloaded the Digicoins app from the App Store in or around September 2023. In September or
15 October 2023, Sallen was directly contacted by an individual she believed was a member of the
16 Kevin Wilson investment discussion group. This man was purportedly an expert in real estate
17 contracts and contracts trading, including cryptocurrency. He offered to work with Sallen regarding
18 trading of cryptocurrency contracts and commodities contracts. He used Forex5 as a trading
19 platform for such trades and suggested Sallen download the Forex5 app; available on the Apple App
20 Store. Sallen downloaded Forex5 from the App Store in or around October 2023.

21 57. Sallen has used Apple products for approximately 20 years. She trusted apps from
22 the App Store because of her experience with Apple products, her experience with downloading and
23 using other apps from the App Store, and the overall impression Apple has cultivated among its
24 customers—that apps on the App Store are vetted, safe, and trustworthy. This confidence arose from
25 Apple’s long-standing commitment to marketing the App Store as a secure platform, where all apps
26 meet rigorous safety standards. She was also assured by Apple’s representations on its App Store
27 that its apps could be trusted and were secure and safe as alleged above. In reliance on this
28 impression Apple has cultivated over time that apps on the App Store are vetted, safe, and

1 trustworthy, including Apple’s representations regarding the safety and security of App Store apps
2 and based on her belief that the Digicoins and Forex5 apps downloaded from Defendant’s App Store
3 were safe and secure, Sallen downloaded Digicoins and Forex5 from the App Store and began
4 transferring money into what she believed were her accounts and buying and trading in
5 cryptocurrency and other assets. Sallen’s reliance on Apple’s representations was reasonable
6 because the representations she relied on concern the safety and security of apps from the App
7 Store—the “guiding principle” of the App Store according to Apple—and Sallen relied upon
8 Apple’s representations for these purposes. Sallen downloaded the Digicoins and Forex5 apps onto
9 her iPhone 12, model number MGF73LL-A, that she purchased when she opened an account with
10 Verizon. Sallen would not have purchased an iPhone if she had known the truth about Apple’s
11 representations that its apps were not safe or trustworthy.

12 58. In mid-December 2023, Sallen was contacted and informed she was required to pay
13 over \$79,000 into her Forex5 app. Sallen questioned Forex5 regarding the payment demand and the
14 responses from Forex5 began to change as regards the reasons she was required to pay the above
15 amount. Soon the app and its customer service stopped responding to Sallen’s inquiries and she was
16 locked out of the Forex5 app. Sallen could not withdraw her funds and she lost approximately
17 \$60,000 to the Forex5 scam. She reported the Forex5 app to Apple via “app review.” After several
18 additional contacts and conversations between Sallen and Apple from late December 2023 to March
19 2024, Apple finally removed Forex5 from its App Store in or around March 2024. Apple never
20 notified users of the Forex5 app that the app was dangerous and used for fraud.

21 59. In early January 2024, Sallen began to suspect that Digicoins was also a scam and
22 attempted to pull her money out of what she thought was her Digicoins account. Sallen was at first
23 told others were able to close out and therefore any difficulty must be at her end. In response to
24 additional attempts and inquires, Sallen was told she would be able to withdraw her funds following
25 routine maintenance of the application. Shortly thereafter, the app and customer support stopped
26 responding and Sallen was shut out of the Digicoins app. Sallen lost approximately \$60,000 to the
27 Digicoins scam. And contrary to Apple’s representations and stated processes for correction, Sallen
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1 and other users of Digicoins were never notified by Apple that Digicoins was a dangerous app used
2 for fraud and malicious activity.

3 60. As a direct result of Apple’s process for reviewing the Digicoins and Forex5 apps on
4 its App Store and Sallen’s reasonable reliance on Apple’s representations assuring her the apps had
5 been vetted, were safe and could be trusted, Plaintiff Sallen was injured and lost approximately
6 \$120,000. Because of the false and deceptive material misrepresentations at issue, Plaintiff Sallen
7 also overpaid for her iPhone.

8 **CLASS ACTION ALLEGATIONS**

9 61. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to
10 the provisions of Federal Rules of Civil Procedure Rules 23(a), (b)(2), and (b)(3), on behalf of the
11 class defined as:

12 **The Class**

13 All persons who downloaded or otherwise used Digicoins, SolLuna or Forex5 from
14 the Apple App Store within the relevant statutory period to the date notice is sent to
15 the Class.

16 62. Excluded from the Class are Defendant and its subsidiaries and related entities; all
17 persons who make a timely election to be excluded from the Class; governmental entities; and any
18 judge to whom this case is assigned and his/her immediate family. Plaintiffs reserve the right to
19 revise the Class definition based upon information learned through discovery.

20 63. Certification of Plaintiffs’ claims for class-wide treatment is appropriate because
21 Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as
22 would be used to prove those elements in individual actions alleging the same claim.

23 64. This action has been brought and may be properly maintained on behalf of the Class
24 proposed herein under Federal Rule of Civil Procedure 23 for the following reasons:

25 **Numerosity**

26 65. Pursuant to Federal Rule of Civil Procedure 23(a)(1), the members of the Class are
27 so numerous and geographically dispersed that individual joinder of all Class members is
28 impracticable. While Plaintiffs are informed and believe that there are hundreds of members of the

1 Class, the precise number of Class members is unknown to Plaintiffs but may be ascertained from
2 Defendant's records. Class members may effectively and efficiently be notified of the pendency of
3 this action by recognized, Court-approved dissemination methods, which may include U.S. mail,
4 electronic mail, Internet postings, and/or publication.

5 **Commonality and Predominance**

6 66. Pursuant to Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3), this action
7 involves common questions of law and fact, which predominate over any questions affecting
8 individual Class members, including, without limitation:

- 9 a. Whether Defendant engaged in the conduct alleged herein;
10 b. Whether Defendant's conduct constituted violations of state consumer
11 protection laws;
12 c. Whether Plaintiffs and the other Class members are entitled to damages,
13 restitution or other monetary relief and, if so, in what amount; and
14 d. Whether injunctive relief is appropriate, including corrective advertising
15 regarding the safety of App Store apps, and the form thereof.

16 **Typicality**

17 67. Plaintiffs' claims are typical of the other Class members' claims because, among
18 other things, all Class members were injured through Defendant's wrongful conduct as described
19 above.

20 **Adequacy**

21 68. Plaintiffs are adequate Class representatives because their interests do not conflict
22 with the interests of the other members of the Class they seek to represent; Plaintiffs have retained
23 experienced counsel competent in complex multi-party and class action litigation, and Plaintiffs
24 intend to prosecute this action vigorously. The Class's interests will be fairly and adequately
25 protected by Plaintiffs and their counsel.

26 **Superiority**

27 69. Class action litigation is superior to any other available means for the fair and
28 efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in

1 the management of this action as a class action. The damages suffered by Plaintiffs and the other
2 Class members are relatively small compared to the burden and expense that would be required to
3 individually litigate their claims against Apple, so it would be impracticable for members of the
4 proposed Class to individually seek redress from the courts. Even if the individual Class members
5 could afford to undertake individual litigation, such individual claims would unnecessarily burden
6 the court system should they do so. Furthermore, individual litigation creates potential for
7 inconsistent or contradictory orders and judgments and increases delay and expense to the parties
8 and to the court system. A class action would present fewer administrative difficulties, would be
9 more efficient, and would enhance the interests of consistent and fair justice in this matter.

10 70. In the alternative, the Class also may be certified because Defendant has acted or
11 refused to act on grounds generally applicable to the Class thereby making final declaratory and/or
12 injunctive relief with respect to the members of the Class as a whole, appropriate.

13 71. Plaintiffs seek preliminary and permanent injunctive and equitable relief on behalf
14 of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from
15 engaging in the acts described, and to require Defendant to provide relief to Plaintiffs and Class
16 members.

17 72. Unless the Class is certified, Defendant will retain monies that were taken from
18 Plaintiffs and Class members as a result of Defendant's wrongful conduct. Unless a classwide
19 injunction is issued, Defendant will continue to commit the violations alleged and the members of
20 the Class and the general public will continue to be misled.

21 **COUNT I**

22 **Violations of the Unfair Competition Law,** 23 **Cal. Bus. & Prof. Code § 17200, *et seq.***

24 73. Plaintiffs repeat and incorporate herein by reference the allegations in the preceding
25 paragraphs of this complaint, as if set forth fully herein.

26 74. Plaintiffs and Defendant are "persons" within the meaning of the UCL. Cal. Bus. &
27 Prof Code § 17201.

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1 75. The UCL defines unfair competition to include any “unlawful, unfair, or fraudulent
2 business act or practice.” Cal. Bus. & Prof Code § 17200.

3 76. As a result of engaging in the conduct alleged in this Complaint, Defendant has
4 violated the UCL’s proscription against engaging in “unlawful” conduct by virtue of its violations
5 of California’s Consumers Legal Remedies Act, Civil Code § 1750, violation of Civil Code §§ 1572,
6 1573, 1709, 1711, 1770(a)(5), (7), (9) and the common law. Plaintiffs reserve the right to allege
7 other violations of law which constitute unlawful business acts or practices under the UCL.

8 77. As a result of engaging in the conduct alleged in this Complaint, Defendant has also
9 violated the UCL prohibition against unfair business acts or practices. Defendant’s unfair conduct
10 alleged in this Complaint is immoral, unethical, oppressive, unscrupulous, or substantially injurious
11 to consumers because consumers have lost substantial amounts of money using App Store apps that
12 were not legitimate, vetted or safe as represented by Apple. There is no utility or legitimate business
13 purpose for Apple’s conduct in that Apple by its express representations and long-term campaign
14 promises that apps from its App Store are legitimate, safe and secure and can be downloaded with
15 confidence because of Apple’s vetting process and security standards. However, because Apple has
16 prioritized profit over ethics, Apple fails to adequately vet predatory, potentially devastating “pig
17 butchering” cryptocurrency scam apps and makes them available to download despite its continuing
18 misrepresentations that the apps in its App Store are vetted, safe and trustworthy.

19 78. Apple’s unfair conduct also undermines public policies aimed at protecting
20 consumers from harm, especially in digital marketplaces. California, in particular, has a strong
21 public policy in favor of safeguarding consumers against deceptive practices and ensuring that
22 products and services available to the public do not pose undue risk of fraud or financial loss. Public
23 policy encourages protecting citizens from financial scams and fraudulent schemes, particularly in
24 digital markets where consumers are more vulnerable. By allowing fraudulent apps that facilitate
25 “pig butchering” scams, Apple’s conduct violates public policy aimed at preventing fraud and
26 financial exploitation. Public policies also generally uphold the importance of transparency and
27 truthfulness in advertising, especially when companies make safety and security claims. Apple’s
28 representations of App Store safety create a misleading sense of security, and violate policies against

1 false advertising. There is also a public policy interest in maintaining high standards of digital
2 security and privacy for consumers. Particularly given its representations to the contrary, Apple's
3 failure to vet the Digicoins, SolLuna, and Forex5 apps contravenes public policies intended to ensure
4 that digital services, especially those related to finance, do not expose users to unnecessary risk.
5 Public policy supports the principle that companies with substantial market control have a duty to
6 protect users from known risks, especially where users cannot avoid these risks themselves. Apple's
7 exclusive control over iOS app distribution heightens its duty to protect consumers, and its failure
8 to do so conflicts with public policies focused on consumer protection in monopolized digital
9 markets.

10 79. Defendant's business practices are also unfair within the meaning of the UCL
11 because the injury to Plaintiffs and the Class is not outweighed by any countervailing benefits to
12 consumers or competition, and the injury could not reasonably be avoided by Plaintiffs and the Class
13 members. There were reasonable available alternatives to further Defendant's legitimate business
14 interests other than the conduct described herein.

15 80. As a result of engaging in the conduct alleged in this Complaint, Defendant has also
16 violated the UCL prohibition against fraudulent business acts or practices by representing that apps
17 from its App Store are legitimate, safe and secure and can be downloaded with confidence because
18 of Apple's vetting process and security standards. Defendant's conduct as set forth fully above was
19 false, misleading and/or likely to deceive a reasonable consumer. A reasonable consumer would be
20 deceived or misled by Apple's representations because the representations regarding the
21 legitimacy, safety and security of App Store apps are material to consumers' decision to purchase
22 Apple hardware devices (iPhones and iPads) and download and use App Store apps for financial
23 transactions and related purposes. Plaintiffs and other Class members have in fact been deceived as
24 a result of their reliance on Defendant's material misrepresentations.

25 81. Plaintiffs have suffered injury in fact and lost money or property as a result of
26 Defendant's unlawful, unfair and fraudulent business acts and practices alleged herein. Because of
27 the unfair business practices at issue, Plaintiffs and members of the Class have suffered an injury in
28 fact and have lost money and property, including, but not limited to, the expected utility and

1 performance of their Apple iPhones and iPads, the purchase price of their Apple devices, and/or the
2 difference between the price Class members paid and the actual worth of the hardware product had
3 Apple disclosed the true nature of the representations at issue. As a result of Defendant's misconduct
4 and representations, Plaintiffs also invested and lost thousands of dollars in scam apps they acquired
5 through Apple's App Store.

6 82. Apple's conduct in violation of the UCL is ongoing and continuing to this date. The
7 unlawful, unfair and fraudulent business acts and practices of Defendant described herein present a
8 continuing threat in that Apple is currently engaging in such acts and practices, and will persist and
9 continue to do so unless and until an injunction is issued by this Court. Plaintiffs intend to continue
10 to purchase App Store apps in the future if they are secure and comport with Apple's claims
11 regarding its standards, vetting and review. Because Plaintiffs own Apple iPhones and/or iPads, and
12 the ability to download and use apps is integral to the core functionality of the Apple devices they
13 own, they have no reasonable, comparable alternatives except to download and use apps from
14 Apple's App Store. Injunctive relief, in the form of corrective advertising, is necessary to dispel
15 public misperception about the safety and trustworthiness of apps in Apple's App Store that has
16 results from years of Apple's unlawful marketing efforts and to prevent current and future Apple
17 product users from being misled.

18 83. Plaintiffs, on behalf of themselves Class members seek restitution from Defendant
19 of all money and property lost by Plaintiffs and the other members of the Class investing through
20 the Digicoins, SolLuna, and Forex5 apps acquired through the App Store and by overpaying for
21 their Apple hardware devices, an injunction prohibiting Defendant from continuing the unfair
22 business practices, corrective advertising, and all other relief this Court deems appropriate,
23 consistent with Business & Professions Code § 17203.

24 **COUNT II**

25 **Violations of Consumers Legal Remedies Act,** 26 **Cal. Civ. Code § 1750, et seq.**

27 84. Plaintiffs repeat and incorporate herein by reference the allegations in the preceding
28 paragraphs of this Complaint, as if set forth fully herein.

1 85. At all relevant times the Apple devices (e.g., iPhones or iPads), which include the
2 App Store and applications available therein are goods or services that Apple has marketed and that
3 Plaintiffs and Class members purchased or obtained for personal, family, or household purpose and,
4 as such, are “goods” and “services” as defined by Cal. Civil Code sections 1761(a), (b).

5 86. Plaintiffs and Class members are individuals who purchased or leased and have used
6 one or more Apple devices (e.g., iPhones or iPads) for personal, family or household purposes and,
7 as such, are “consumers” defined in Cal. Civil Code section 1761(d). Apple is a corporation and, as
8 such, is a “person” as that term is defined in Cal. Civ. Code section 1761(c).

9 87. Plaintiffs and Class members purchased iPhones and iPads based at least in part on
10 the mistaken belief and impression cultivated by Apple that the devices could be used to download
11 safe and trustworthy apps vetted by Apple and available in the App Store, and that Apple does not
12 permit apps that violate its developer guidelines (including requirements for safe and trustworthy
13 cryptocurrency exchange apps). Plaintiff and members of the Class would not have purchased the
14 Apple hardware devices and/or would not have paid as much for them if Apple disclosed that the
15 representations discussed herein were false and misleading.

16 88. In offering apps for download in the App Store onto Apple devices (e.g., iPhones or
17 iPads), Apple represented that applications downloaded from the App Store are safe for use on the
18 Apple devices. Apple represents inter alia that “the App Store has proved to be a safe and trusted
19 place to discover and download apps,” that Apple is “[d]edicated to trust and safety,” that “Apps
20 must adhere to our guidelines,” that “[e]very week, over 500 dedicated experts around the world
21 review over 100 Apps,” and that “[o]ver 1M submissions rejected for objectionable, harmful, unsafe,
22 or illegal content.”²³

23 89. As a result of these and other representations as alleged above, Plaintiffs and Class
24 members purchased iPhones and iPads and downloaded and used the Digicoins, SolLuna, and
25 Forex5 apps from the App Store. A reasonable consumer would be deceived or misled by Apple’s
26 representations because the representations regarding the legitimacy, safety and security of App
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28 ²³ <https://www.apple.com/app-store/> (last visited Nov. 13, 2024).

1 Store apps are material to consumers' decision to purchase iPhones and iPads and download and
2 use App Store apps for financial transactions and purposes.

3 90. Notwithstanding these representations, the Digicoins, SolLuna, and Forex5
4 applications were not legitimate, safe and trustworthy and Defendant failed to properly vet the
5 Digicoins, SolLuna, and Forex5 applications before providing them to the public.

6 91. By virtue of this ongoing practice and course of conduct, Defendant has violated and
7 will continue to violate section 1770(a)(2) of the CLRA by misrepresenting the source, sponsorship,
8 approval, or certification of its goods or services.

9 92. By virtue of this ongoing practice and course of conduct, Defendant has violated and
10 will continue to violate section 1770(a)(5) of the CLRA by representing that its goods or services
11 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not
12 have.

13 93. By virtue of this ongoing practice and course of conduct, Defendant has violated and
14 will continue to violate section 1770(a)(7) of the CLRA by representing that its goods or services
15 are of a particular standard, quality, or grade, when in fact, they are of another.

16 94. By virtue of this ongoing practice and course of conduct, Defendant has violated and
17 will continue to violate section 1770(a)(9) of the CLRA by advertising goods ... with intent not to
18 sell them as advertised.

19 95. Defendant's violations of the CLRA present a continuing threat to Plaintiffs and
20 Class members in that Defendant continues to engage in the above-referenced acts and practices,
21 and unless enjoined from doing so by this Court, will continue to do so. Plaintiffs intend to continue
22 to download and use App Store apps in the future if they are secure and comport with Apple's claims
23 regarding standards, vetting and review. Because Plaintiffs own Apple iPhones and/or iPads, and
24 the ability to download and use apps is integral to the core functionality of the Apple devices they
25 own, they have no reasonable, comparable alternatives except to download and use apps from
26 Apple's App Store. Injunctive relief, in the form of corrective advertising, is necessary to dispel
27 public misperception about the safety and trustworthiness of apps in Apple's App Store that has
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1 results from years of Apple’s unlawful marketing efforts and to prevent current and future Apple
2 product users from being misled. Defendant’s conduct is fraudulent, wanton and malicious.

3 96. In compliance with Civil Code section 1782, more than 30 days before bringing these
4 claims, Plaintiffs provided notice to Defendant of its violations and provided it with an opportunity
5 to cure its violations. *See Exhibit A* attached. Defendant did not avail itself of this opportunity. In
6 compliance with Civil Code section 1780(d), attached as **Exhibit B** is the affidavit showing that the
7 action has been commenced in the proper forum.

8 97. Plaintiffs seek an order awarding actual damages, equitable relief, as well as an award
9 of attorneys’ fees and costs pursuant to Civil Code § 1780 (a), (d) and (e).

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs respectfully pray for judgment against Defendant as follows:

- 12 A. For an Order certifying the Class;
- 13 B. For an Order declaring Defendant’s conduct unlawful;
- 14 C. For preliminary and permanent injunctive relief prohibiting Defendant from
15 committing in the future those violations of law herein alleged and for corrective
16 advertising to inform users regarding Defendant’s failure to comply with its vetting
17 and review of App Store apps;
- 18 D. For damages and restitution to Plaintiffs and to the Class as permitted by law and
19 equity under the laws alleged herein;
- 20 E. For pre- and post- judgment interest according to proof;
- 21 F. For costs of suit, including reasonable attorney fees, costs, and expenses under
22 applicable provisions of law;
- 23 G. For all other relief this Court deems just, equitable, and proper.

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JURY DEMAND

Plaintiffs hereby request a jury trial for all issues triable by jury.

Respectfully submitted,

Dated: December 20, 2024

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