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27 **UNITED STATES DISTRICT COURT**
28 **NORTHERN DISTRICT OF CALIFORNIA**

20 OTHAME DIB, JESUS GUERRERO, LUCA
21 DELA CRUZ, JEANETTE PORILLO, PETER
22 GHANEM, RITA CRANE, NATHANIEL
23 SANSOM, individually and as the representatives
24 of a class of similarly situated persons,

25 Plaintiffs,

26 v.

27 APPLE INC., a California corporation.

28 Defendant.

Case No:

CLASS ACTION

COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Othame Dib, Jesus Guerrero, Luca Dela Cruz, Jeanette Porillo, Peter Ghanem, Rita Crane,
2 and Nathaniel Sansom (“Plaintiffs”), bring this action on behalf of themselves, and all other persons similarly
3 situated, and allege the following against Apple Inc. (“Apple” or “Defendant”):

4 **NATURE OF ACTION**

5 1. This is a class action lawsuit against Apple on behalf of all persons in the United States who
6 purchased the Apple Watch Series 9, Apple Watch SE (2nd generation), or Apple Watch Ultra 2 (collectively,
7 the “Products”).

8 2. In September 2023, Apple announced the Products as what it claimed were its first-ever
9 “carbon neutral” products. Apple has prominently marketed these Products as “carbon neutral,” dedicating
10 substantial portions of its product launch events and marketing materials to highlighting this purported
11 environmental achievement.

12 3. According to Apple’s representations, its carbon neutrality strategy involves reducing around
13 75% of these Products’ emissions through various initiatives, while offsetting the remaining percentage
14 through what it calls “high-quality carbon credits from nature-based projects.” To meet its corporate
15 emissions footprint for 2023, which includes the production of these Products, Apple claims to have retired
16 485,000 metric tons of carbon dioxide equivalents primarily through two offsetting projects: the Chyulu Hills
17 Project in Kenya and the Guinan Project in China.

18 4. However, Apple’s carbon neutrality claims are false and misleading because both projects fail
19 to provide genuine, additional carbon reductions. The Chyulu Hills Project purports to generate carbon
20 credits by preventing deforestation on land which has been legally protected from deforestation since 1983,
21 while the Guinan Project claims to have planted trees on “barren land” that was already heavily forested
22 before the project began. In both cases, the carbon reductions would have occurred regardless of Apple’s
23 involvement or the projects’ existence. And because Apple’s carbon neutrality claims are predicated on the
24 efficacy and legitimacy of these projects, Apple’s carbon neutrality claims are false and misleading.

25 5. Apple charges and maintains premium prices for its smartwatch products. Apple’s ability to
26 maintain these premium prices depends heavily on brand differentiation and perceived product superiority,
27 including claims of environmental leadership. Research shows that approximately 70% of consumers
28 consider environmental sustainability crucial in their purchasing decisions, with this percentage being even

1 higher among premium product consumers who comprise Apple's target market. Apple has prominently
2 displayed its “carbon neutrality” representations to the public, thereby ensuring that consumers are aware of
3 its claims. Consumers thus know about, and reasonably rely upon, these representations when they make
4 purchasing decisions in connection with the Products.

5 6. Indeed, Apple's “carbon neutral” claims for these Products serve as a key market differentiator
6 that helps Apple maintain and justify its premium pricing across the entire smartwatch category. By
7 positioning the Products as “carbon neutral,” Apple strengthens its brand premium and supports its ability to
8 charge higher prices versus competitors. This market differentiation is particularly valuable in the premium
9 smartwatch segment, where environmental responsibility claims significantly influence consumer choice and
10 willingness to pay premium prices.

11 7. As a result of Apple’s misleading claims, consumers have suffered economic injury in
12 multiple ways: they paid a price premium based in part on false environmental claims; the deceptive
13 marketing distorted the marketplace by falsely differentiating Apple’s products on environmental grounds;
14 and, consumers did not receive the benefit of their bargain—they paid for watches marketed as
15 environmentally superior but received products whose environmental claims rely on ineffective and
16 redundant offset projects that fail to provide genuine carbon reductions.

17 8. This action seeks to remedy Apple’s deceptive conduct and obtain compensation for
18 consumers who paid premium prices for Products that failed to deliver their promised environmental benefits.
19 Plaintiffs bring this action on behalf of themselves and other similarly situated consumers for violations of
20 state consumer protection laws, breach of express and implied warranties, unjust enrichment, and fraud.

21 **PARTIES**

22 9. Plaintiff Othame Dib is a citizen of California and resides in Palmdale, CA. On September
23 26, 2024, Othame Dib purchased an Apple Watch Ultra 2 (49mm, Black Titanium case, Black Trail Loop)
24 at a store located in California.

25 10. Plaintiff Jesus Guerrero is a citizen of California and resides in Moreno Valley, CA. On
26 October 4, 2024, Jesus Guerrero purchased an Apple Watch Ultra 2 (49mm, Black Titanium case, Black
27 Trail Loop) online for delivery to California.

1 11. Plaintiff Luca Dela Cruz is a citizen of California and resides in Bakersfield, CA. On
2 December 26, 2023, Luca Dela Cruz purchased an Apple Watch Series 9 (45mm, Midnight Aluminum case,
3 Midnight Sport Loop) online for delivery to California.

4 12. Plaintiff Peter Ghanem is a citizen of California and resides in Canyon Country, CA. On
5 January 31, 2024, Peter Ghanem purchased an Apple Watch Series 9 (41mm, Pink Aluminum case, Pink
6 Sport Loop) online for delivery to California.

7 13. Plaintiff Jeanette Porillo is a citizen of California and resides in Pinole, CA. On December
8 15, 2023, Jeanette Porillo purchased an Apple Watch Ultra 2 (49mm, Black Titanium case, Navy Alpine
9 Loop) and an Apple Watch SE (40mm, Starlight Aluminum case, Ultramarine Sport Loop) online for
10 delivery to California.

11 14. Plaintiff Rita Crane is a lawful permanent resident of the United States and resides in Orlando,
12 FL. On September 7, 2024, Rita Crane purchased an Apple Watch SE (40mm, Aluminum case, Starlight
13 Sport Loop) online for in-store pickup in Florida.

14 15. Plaintiff Nathaniel Sansom is a citizen of Washington, D.C. and resides in Washington, D.C.
15 On July 17, 2024, Nathaniel Sansom purchased an Apple Watch Series 9 (45mm, Aluminum case, Midnight
16 Sport Loop) online for delivery to Washington, D.C.

17 16. Defendant Apple Inc. is a corporation organized and existing under the laws of California,
18 with its principal place of business in Cupertino, CA.

19 **JURISDICTION AND VENUE**

20 17. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d)(2) (the “Class
21 Action Fairness Act”) because sufficient diversity of citizenship exists between the parties – Plaintiffs are
22 citizens of several states and Apple is a California corporation with its principal place of business in
23 California. Further, the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs,
24 with more than 100 potential class members based on the class defined below. In addition, more than two-
25 thirds of the members of the Class reside in a state other than the state in which Apple is a citizen, and
26 therefore any exceptions to jurisdiction under 28 U.S.C. § 1332(d) do not apply.

27 18. Apple is incorporated in California and has its principal place of business in Cupertino, CA.
28 This Court thus has general personal jurisdiction over Apple.

1 19. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Apple resides in this
2 District and because a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in
3 this District.

4 **DIVISIONAL ASSIGNMENT**

5 20. Pursuant to Civil L.R. 3-2(c), (e), this action should be assigned to the San Jose Division
6 because a substantial part of the events or omissions giving rise to this action occurred in Santa Clara County.

7 **FACTS**

8 **I. The Climate Crisis**

9 21. The climate crisis represents one of the most significant challenges facing humanity today.
10 Scientific consensus demonstrates that human activities, particularly the emission of greenhouse gasses, are
11 fundamentally altering Earth’s climate system in ways that pose severe risks to human societies and natural
12 ecosystems.

13 22. At the heart of the climate crisis is the greenhouse effect: a natural warming process where
14 atmospheric gasses trap heat from the sun that would otherwise escape into space. While this process is
15 essential for life on Earth, human activities have dramatically increased the concentration of greenhouse
16 gasses in the atmosphere, intensifying this effect beyond natural levels.

17 23. Carbon dioxide (CO₂) is the primary greenhouse gas driving human-induced climate change,
18 accounting for approximately 80% of U.S. greenhouse gas emissions from human activities. While CO₂
19 occurs naturally in Earth’s atmosphere, human activities—such as the burning of fossil fuels (which releases
20 CO₂ into the atmosphere) and deforestation (which destroys natural carbon sinks that would have otherwise
21 removed CO₂ from the atmosphere)—have increased atmospheric CO₂ concentrations to levels
22 unprecedented in human history.

23 24. The magnitude of human impact on atmospheric CO₂ levels is staggering. For over 800,000
24 years—a period encompassing all of human civilization—atmospheric greenhouse gas concentrations
25 remained between 200 and 280 parts per million (ppm). However, since the Industrial Revolution, and
26 particularly over the past century, these concentrations have skyrocketed to over 400 ppm, with current levels
27 far exceeding anything experienced in human history.

1 25. This dramatic increase in atmospheric CO₂ has disrupted Earth’s natural carbon cycle—the
2 process by which carbon moves between the atmosphere, land, oceans, and living organisms. While natural
3 processes can eventually remove CO₂ from the atmosphere, the current rate of human-caused CO₂ emissions
4 far exceeds the planet’s natural absorption capacity. This imbalance results in a net accumulation of CO₂ in
5 the atmosphere, intensifying the greenhouse effect and accelerating climate change.

6 26. The impacts of climate change are already evident and affecting communities across the
7 United States. These impacts include increased frequency and intensity of extreme weather events, rising sea
8 levels threatening coastal communities, disruption of agricultural systems and food security, changes in
9 precipitation patterns affecting water resources, extended wildfire seasons, deteriorating air quality, longer
10 and more severe allergy seasons, and threats to critical infrastructure.

11 27. The urgency of addressing climate change has led to significant international action. In 2015,
12 nearly every nation adopted the Paris Agreement, a legally binding international treaty aimed at limiting
13 global temperature rise by reducing greenhouse gas and CO₂ emissions. The United States has subsequently
14 enacted domestic legislation, including the Inflation Reduction Act of 2022, to address climate change
15 through emissions reduction.

16 **II. Carbon Neutrality Claims**

17 28. Growing public awareness of the climate crisis is transforming consumer purchasing
18 behavior, with research showing that an overwhelming majority of consumers actively seek out
19 environmentally sustainable products. According to a comprehensive study conducted by IBM and the
20 National Retail Federation, approximately 70% of consumers in the United States and Canada consider
21 environmental sustainability a crucial factor in their purchasing decisions. The same research revealed that
22 these environmentally conscious consumers are willing to pay premium prices—on average 35% more—for
23 products they believe are sustainable or eco-friendly. A different study conducted by NielsenIQ and
24 McKinsey found that products with environmental, social and governmental related marketing outperformed
25 those without such marketing by 8% annually.

26 29. In response to this consumer demand, companies increasingly market their products as
27 environmentally responsible, with “carbon neutral” becoming a prominent environmental claim. In relation
28 to products, the term “carbon neutral” means that the production and use of a product results in no net addition

1 of CO₂ to the atmosphere. This is typically achieved by either eliminating carbon emissions entirely from a
2 product's production and use, or by balancing or "offsetting" carbon emissions from manufacture and use
3 with an equivalent amount of carbon removal through verified offset projects.

4 30. The practice of carbon offsetting requires companies to compensate for the emission of CO₂
5 or equivalent greenhouse gasses by providing for an emission reduction elsewhere. To offset emissions from
6 the production and use of their products, companies typically purchase carbon "credits" in environmental
7 projects such as forest preservation, renewable energy initiatives, and reforestation efforts. However, the
8 effectiveness of these projects varies significantly.

9 31. Central to legitimate carbon offsetting is the principle of "additionality"—the requirement
10 that offset projects must result in carbon reductions that would not have occurred without the project. This
11 principle is mandated by key international climate agreements, including Article 6 of the Paris Agreement
12 and Article 6 of the Kyoto Protocol, which states that offset projects must demonstrate that "credits/units are
13 not awarded for emission reductions that would have happened anyway."

14 32. Companies wishing to demonstrate that their products are carbon neutral must meet rigorous
15 standards established by technical specifications such as NQA's Publicly Available Standard 2060 and
16 British Standards Institution's ISO 14068-1. These standards require companies to accurately measure their
17 carbon emissions, implement genuine reduction strategies, verify the effectiveness of any offset projects,
18 ensure offset projects meet additionality requirements, and provide transparent documentation of their carbon
19 neutrality claims.

20 **III. Carbon Neutrality and "Greenwashing"**

21 33. The strong consumer preference for sustainable products has led to the proliferation of
22 "greenwashing"—the practice of making false or misleading claims about the environmental benefits of a
23 product. Companies engage in greenwashing to capitalize on growing environmental consciousness while
24 avoiding the costs and challenges of achieving genuine sustainability.

25 34. Carbon neutrality claims are particularly susceptible to greenwashing because of the technical
26 complexity of carbon accounting, the lack of transparency and reliable standards in the carbon offset market,
27 companies' frequent failure to properly qualify or explain their carbon neutrality claims, the questionable
28 effectiveness of many offset projects, and limited regulatory oversight of environmental marketing claims.

1 35. Carbon neutrality claims based on offsetting are particularly susceptible to greenwashing
2 when companies rely on ineffective or redundant offset projects that fail to deliver genuine environmental
3 benefits. This occurs when offset projects would have happened regardless of the company’s investment,
4 when projects do not actually reduce emissions as claimed, or when the same environmental benefits are
5 counted multiple times.

6 36. Recognizing the potential for deception in environmental marketing claims, the Federal Trade
7 Commission created the “Green Guides” (16 C.F.R. Part 260) to help marketers avoid making unfair or
8 deceptive environmental claims. The Green Guides specifically address carbon offset claims, providing that
9 marketers must “employ competent and reliable scientific and accounting methods to properly quantify
10 claimed emission reductions” and ensure claims are appropriately substantiated. Under 16 C.F.R. § 260.5, it
11 is deceptive to claim carbon offsets represent emission reductions if the same reductions are already required
12 by law.

13 37. Importantly, under 16 C.F.R. § 260.6(c), third-party certification does not eliminate a
14 marketer’s obligation to ensure that it has substantiation for all claims reasonably communicated by the
15 certification. In other words, companies cannot simply rely on third-party certifications to validate their
16 environmental claims - they must independently ensure the accuracy and reliability of their claims, including
17 the effectiveness of any offset projects they use. Moreover, 16 C.F.R. § 260.4 prohibits unqualified general
18 environmental benefit claims, requiring companies to be able to substantiate all reasonable interpretations of
19 their environmental claims.

20 **IV. Apple’s False and Misleading Carbon Neutrality Claims**

21 38. In a September 12, 2023, product launch, Apple announced what it claimed was its first-ever
22 carbon neutral products: the Apple Watch Series 9, the Apple Watch SE and the Apple Watch Ultra 2.¹ Apple
23 utilized this product launch to emphasize its purported commitment to carbon neutrality by 2030, dedicating
24 much of its release event to Apple’s environmental initiatives.

25 39. Apple disseminated its carbon neutral claims in, among other forums and mediums, a live
26 stream announcement video that has garnered over 33 million views to date. In that video, Lisa Jackson,

27
28 ¹ See, e.g., <https://www.apple.com/newsroom/2023/09/apple-unveils-its-first-carbon-neutral-products/>;
<https://www.apple.com/newsroom/2023/09/apple-introduces-the-advanced-new-apple-watch-series-9/>.

1 Apple’s vice president of Environment, Policy, and Social Initiatives, touted the carbon neutrality of the
2 products and explained that a portion of the emissions caused by the Products “are offset by high-quality
3 credits from projects like forests and wetlands that actively remove carbon from the atmosphere. This last
4 step brings the net carbon footprint of Apple Watch Series 9 down to zero, making it our first-ever carbon
5 neutral product! Any combination of aluminum Series 9 and new Sport Loop is carbon neutral and has been
6 certified by an independent third party. To help you recognize it, you’ll see this new logo on the box. We are
7 so excited about this achievement, and it’s how we plan to get all Apple products to carbon neutral, by
8 innovating across design, engineering, and operations to steeply reduce emissions before applying high-
9 quality carbon credits.”²

10 40. Apple prominently advertises the Products’ carbon neutrality, highlighting this purported
11 environmental achievement as a key feature in its marketing materials, product packaging, and retail displays.
12 The “carbon neutral” designation appears on the products’ packaging with a distinctive green icon, and
13 features prominently in Apple’s online marketing and retail presence.



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24 **Apple’s first**
25 **carbon neutral**
26 **product is here.**

Through ongoing innovations in materials, clean energy, and low-carbon shipping, Apple Watch is available in case and band combinations that are carbon neutral.

27 [Learn how](#)

28 ² Apple, *Apple Event – September 12*, YouTube (Sep. 12, 2023), <https://www.youtube.com/live/ZiP117jIIIA?t=1308s>, at 24:39-25:31.

The image above shows the Apple Watch Series 9 product page on Apple's website.

Which Apple Watch is right for you?



Apple Watch SE

All the essentials.
Light on price.

[Find a Store](#)

[Learn more >](#)



Apple Watch Series 9

Powerful sensors,
advanced health features.

[Find a Store](#)

[Learn more >](#)



Apple Watch Ultra 2

The most rugged
and capable.

[Find a Store](#)

[Learn more >](#)

44mm or 40mm
aluminum case size



Carbon-neutral
combinations available²

45mm or 41mm
aluminum or stainless
steel case size



Carbon-neutral
combinations available²

49mm titanium
case size



Carbon-neutral
combinations available²

Case. Let's start with your finish.

Finish - Natural



95% recycled titanium. Carbon neutral when paired with select bands. Learn more at apple.com/2030.

Case. Let's start with your finish.

Finish - Midnight



Carbon neutral when paired with select bands. Learn more at apple.com/2030.

Band. Choose your adventure.

Alpine Loop

For outdoor adventure and hiking.

\$799
or \$66.58/mo.
for 12 mo.*

Carbon neutral band.

Trail Loop

For all sports and workouts.

\$799
or \$66.58/mo.
for 12 mo.*

Carbon neutral band.

Band. Discover different styles and pick your favorite.

Rubber

Flexible, swimproof silicone and fluoroelastomer bands.

\$249
or \$20.75/mo.
for 12 mo.*

Textile

Soft, lightweight materials. Great for everyday wear.

From \$249
or \$20.75/mo.
for 12 mo.*

Look for this logo to select a carbon neutral color.

Stainless Steel

Meticulously crafted steel designs for a sophisticated, upscale look.

From \$299
or \$24.91/mo.
for 12 mo.*

Look for this logo to select a carbon neutral color.

Textile

Sport Loop

Soft, breathable, and lightweight, the Sport Loop features a hook-and-loop fastener for quick and easy adjustment. The double-layer nylon weave has dense loops on the skin side that provide soft cushioning while allowing moisture to escape. This weave is made with 82% recycled yarns, some of which contain material from discarded fishing nets.

Carbon Neutral

Select Sport Loop colors are carbon neutral. The Sport Loop contains 45% recycled content by weight, 100% of manufacturing electricity is covered by clean energy, and 50% or more of all carbon neutral Apple Watch products are shipped without airplanes.^o

1 *The images above are from the Products’ purchase pages on Apple’s website and depict Apple’s the*
2 *representations about carbon neutrality.*



14 *The image above shows the Apple Watch packaging. The green icon on the side conveys that the*
15 *product is carbon neutral.*

16 41. At the time that the Plaintiffs purchased the Products, each Plaintiff had viewed and was aware
17 of Apple’s representations that the Products were “carbon neutral.” These representations led each Plaintiff
18 to believe that the Products were, in truth, carbon neutral. Each Plaintiff relied on Apple’s representations
19 that the Products were “carbon neutral” when making their purchasing decisions, and those representations
20 played a substantial part in each Plaintiff’s decision to purchase the Products.

21 42. According to Apple’s representations, its carbon neutrality strategy focuses on reducing
22 greenhouse gas emissions from three major sources: electricity, materials, and transportation. Apple claims
23 these efforts result in a 78% reduction in product emissions for the Apple Watch Series 9 paired with Sport
24 Loop,³ 75% for the Apple Watch SE paired with Sport Loop,⁴ and 81% for the Apple Watch Ultra 2 paired
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³ https://www.apple.com/environment/pdf/products/watch/Carbon_Neutral_Apple_Watch_Series_9_PER_Sept2023.pdf at page 3.
⁴ https://www.apple.com/environment/pdf/products/watch/Carbon_Neutral_Apple_Watch_SE_PER_Sept2023.pdf at page 3.

1 with Alpine Loop.⁵ To address the remaining emissions, Apple states that it applies “high-quality carbon
2 credits from nature based projects,” purportedly resulting in a carbon-neutral product footprint.⁶

3 43. To meet the corporate emissions footprint for 2023, which includes the production of these
4 Apple Watch models, Apple primarily relied on retiring a total of 485,000 metric tonnes of carbon dioxide
5 equivalents (CO₂e) through two offsetting projects: the Chyulu Hills Project in Kenya and the Guinan Project
6 in China. Specifically, Apple retired 230,000 carbon credits from the Chyulu Hills Project and 255,000
7 credits from the Guinan Project. A carbon credit represents one metric tonne of CO₂ equivalent emissions
8 that has purportedly been reduced, avoided, or removed from the atmosphere. When a company “retires” a
9 credit, it permanently removes that credit from the carbon market, meaning the credit can no longer be traded
10 or used by any other entity to claim carbon reduction emissions.

11 44. Apple’s Product Environmental Reports for each product also mention a third project, the
12 Forestal Apepu Carbon Project in Paraguay, as a possible source of carbon credits. However, according to
13 the Verra Registry in which the project is listed and which documents all retirement information, Apple
14 retired only 1,457 carbon credits from this project in 2023—a minimal amount compared to the hundreds of
15 thousands of credits retired from the Chyulu Hills and Guinan projects. Indeed, Apple is not listed as a
16 retirement beneficiary for any other retirements from this project, and only one retirement was recorded from
17 this project at the end of 2023, with no beneficiary specified.

18 45. As detailed below, Apple’s carbon neutrality claims are false and misleading because the two
19 primary offset projects upon which Apple relies—the Chyulu Hills Project and the Guinan Project—fail to
20 provide genuine, additional carbon reductions. Instead, these projects, which account for the vast majority of
21 Apple’s claimed carbon offsets, are ineffective and redundant, representing neither real carbon offset value
22 nor legitimate environmental benefits.

23 46. On information and belief, Apple’s decision to make these “carbon neutral” representations
24 was made in California. First, Apple is a California corporation and is headquartered in the state. Second,
25 Greg Joswiak, Apple’s senior vice president of Worldwide Marketing, is based out of Apple’s headquarters
26 in California. Third, Apple first announced the alleged “carbon neutrality” of the Products at an event at its
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28 ⁵ https://www.apple.com/environment/pdf/products/watch/Carbon_Neutral_Apple_Watch_Ultra_2_Sept2023.pdf at page 3.

⁶ <https://www.apple.com/newsroom/2023/09/apple-unveils-its-first-carbon-neutral-products/>.

1 headquarters in Cupertino, CA.⁷ The video shown at that event depicted several Apple executives speaking
2 from various locations in California, and specifically included a section in which Lisa Jackson, Apple’s vice
3 president of Environment, Policy, and Social Initiatives, made carbon neutral representations about the
4 Products.⁸ Lisa Jackson also is based out of Apple’s headquarters in California. Fourth, Apple’s September
5 12, 2023, press release that touted the alleged “carbon neutrality” of the Products listed “Cupertino,
6 California” in its dateline, meaning that, among other things, Apple’s “carbon neutral” representations were
7 disseminated from California.⁹ Fifth, the September 12, 2023, press release includes quotes from Lisa
8 Jackson, in which she makes “carbon neutral” claims on behalf of Apple.¹⁰

9 **V. The Reality Behind Apple’s Carbon Neutrality Claims**

10 47. To substantiate its carbon neutrality claims, Apple relies primarily on carbon credits certified
11 by Verra. Verra is a globally recognized nonprofit organization based in Washington, D.C., that administers
12 and manages the Verified Carbon Standard (VCS) Program, one of the world’s leading voluntary carbon
13 offset programs. Companies buying credits from Verra-listed projects rely on Verra as the third-party
14 validator. Verra sets standards to ensure credits represent real, measurable, and additional greenhouse gas
15 reductions, with a strong emphasis on additionality.

16 **A. The Chyulu Hills project fails to provide genuine carbon reductions**

17 48. The Chyulu Hills REDD+ Carbon Project (the “Chyulu Project”) is a conservation initiative
18 in Kenya, certified by Verra. According to the Project Description Report, the objectives of the project are
19 to prevent the emission of 20 million tonnes of CO₂ (or equivalent emissions) by stopping deforestation and
20 grassland conversion. The project is not based on carbon capture through tree-planting (afforestation or
21 reforestation).

22 49. Apple has been a significant customer of this project. From 2016 to 2018, Apple purchased
23 approximately 30% to 40% of the total carbon credits issued by the project each year. Most recently, on
24 January 31, 2024, Apple retired 230,000 credits from the project’s 2018 vintage to meet their corporate
25 emissions footprint for 2023, including the production of the Apple Watch lineup.

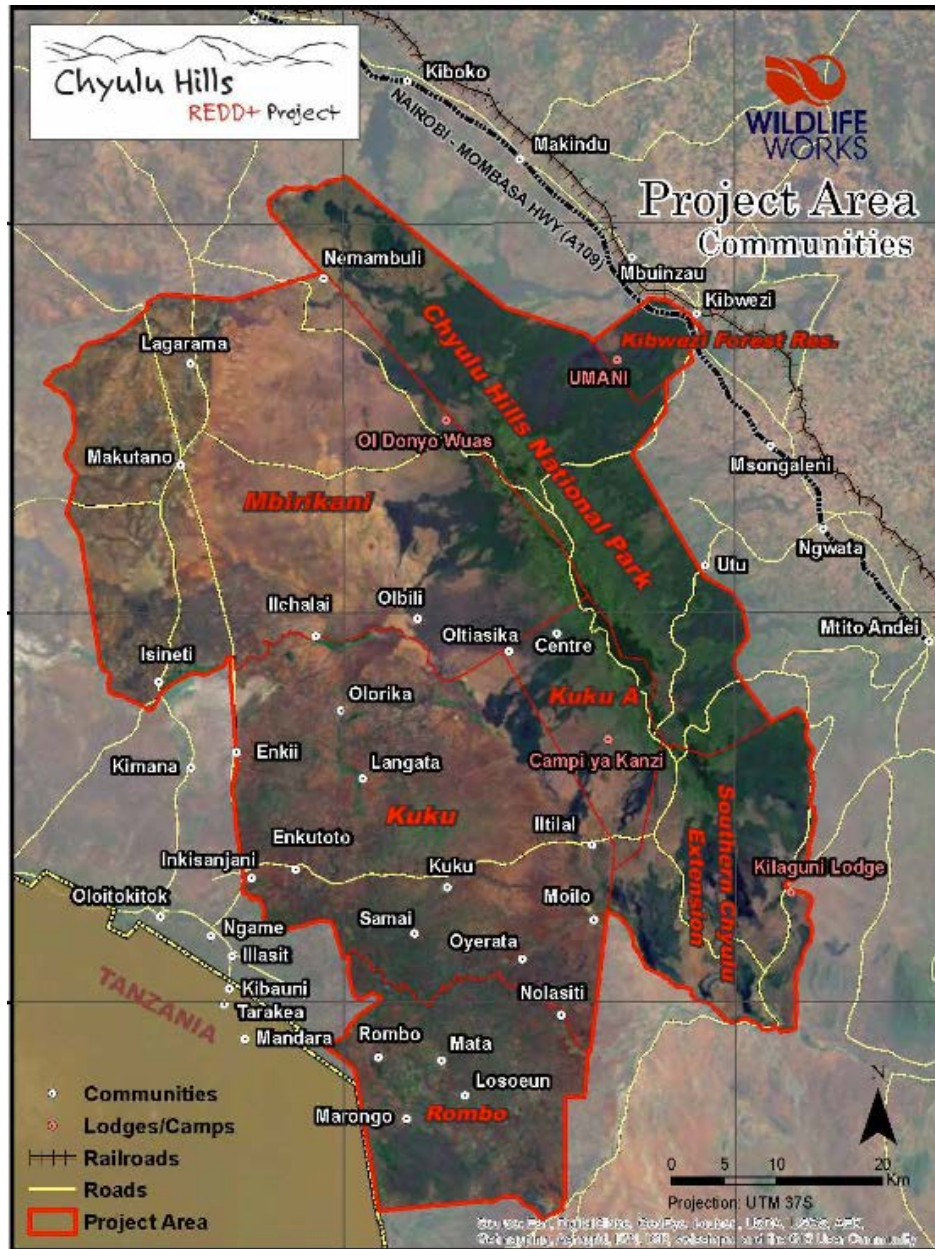
26
27 ⁷ <https://www.cnn.com/2023/08/29/tech/new-iphone-15-apple-wonderlust/index.html>.

⁸ See ¶ 39, *supra*.

28 ⁹ <https://www.apple.com/newsroom/2023/09/apple-unveils-its-first-carbon-neutral-products/>.

¹⁰ *Id.*

1 50. The Chyulu Project encompasses seven land ranch units, covering a total protected area of
 2 410,533.84 hectares in Southeastern Kenya.



24 *The image above shows the major cities, villages and towns in the Chyulu Project zone.*

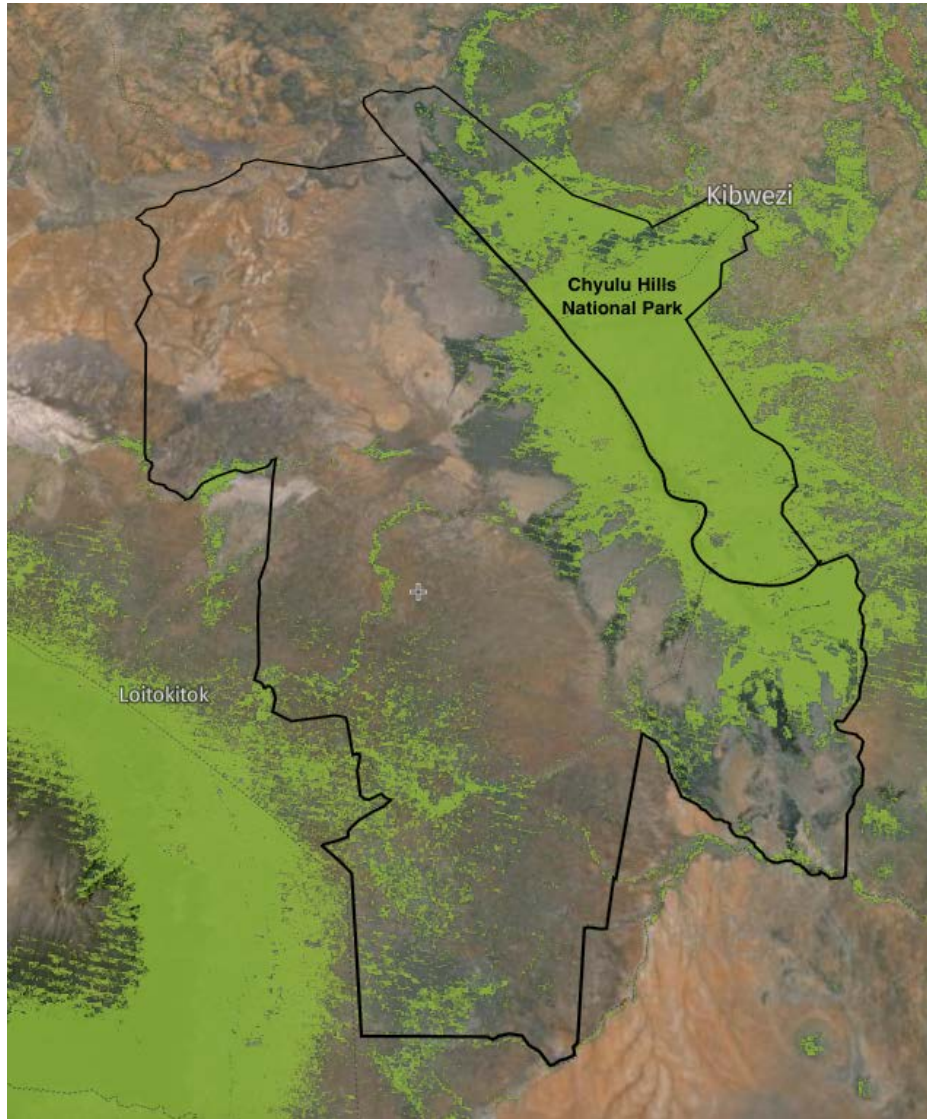
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1 51. However, despite Apple’s reliance on carbon credits from the Chyulu Project, the Project fails
2 to meet the fundamental requirement of additionality because a significant portion of the project area,
3 particularly the area responsible for carbon stock production, has been under legal protection since 1983.
4 Specifically, about 18% (74,000 hectares) of the total project area lies within Chyulu Hills National Park,
5 which was established as a national park in 1983 and has been managed by the Kenya Wildlife Service ever
6 since.

7 52. In Kenyan national parks, pursuant to the requisite authority, natural resources are fully
8 protected, and only tourism and research activities are allowed. Since the park’s establishment over forty
9 years ago, deforestation and other environmentally harmful activities have been strictly prohibited by law.

10 53. Significantly, while the Chyulu Hills National Park constitutes only 18% of the total project
11 area, it contains the vast majority of the project’s carbon-capturing capacity. Based on data collected by
12 NASA, Google, and USGS, 27% of the wider project area has vegetation cover, totaling 111,000 hectares.
13 Of this vegetated area, 58,000 hectares—or 52%—are within the boundaries of Chyulu Hills National Park.

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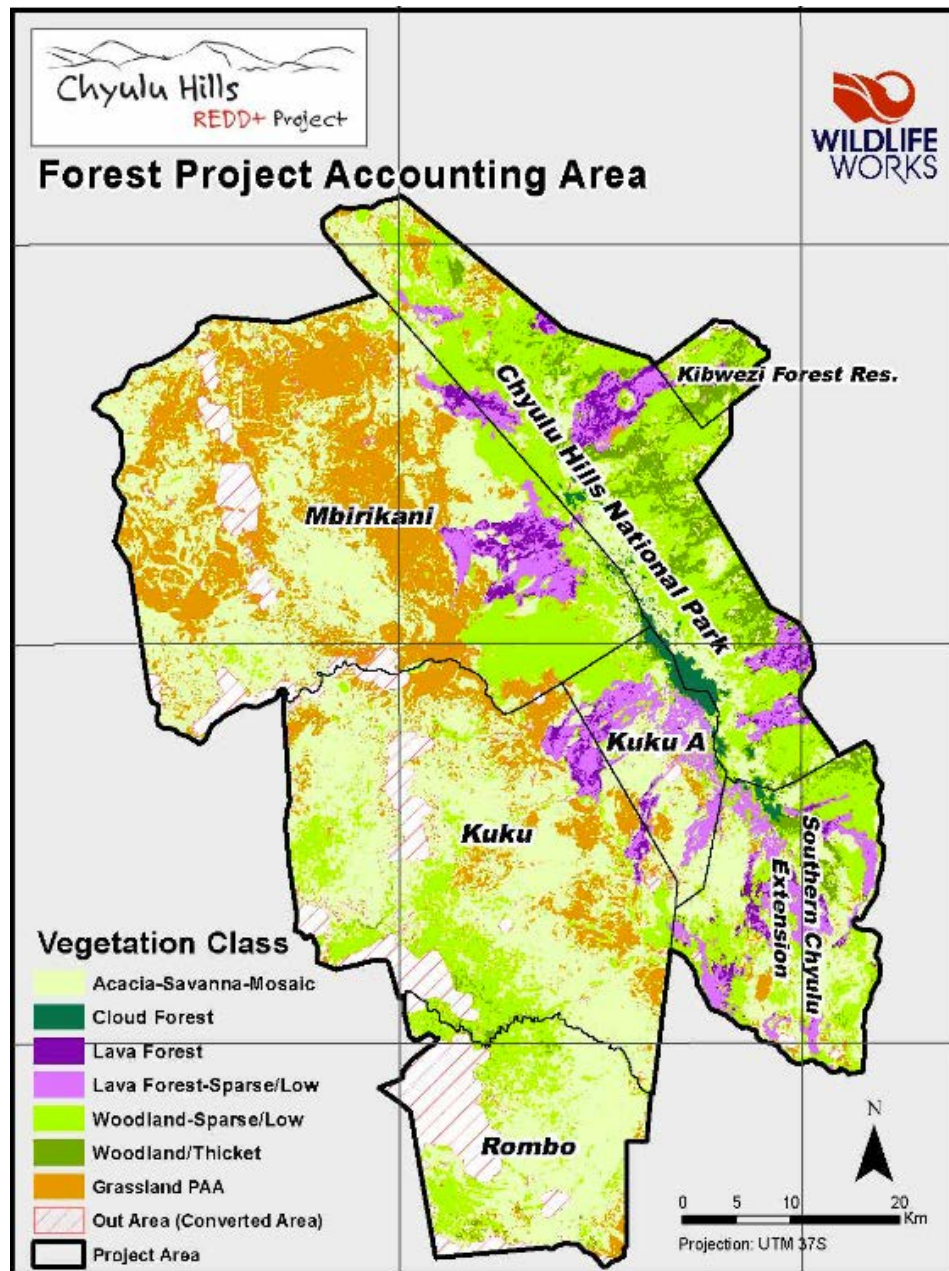
The satellite image above, overlaid with data from a global tree cover dataset, shows that 52% of the vegetated area of the project is located within the Chyulu Hills National Park.¹¹

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54. The concentration of carbon stock within the national park boundaries is further demonstrated by the project's own carbon stock measurements. The project area is separated into two Project Accounting Areas (PAAs): Grassland and Forested. According to these measurements, the cloud forest class contributes the highest carbon stock at 75%. The second most significant carbon stock contributor is the

¹¹ Available at <https://www.globalforestwatch.org/map/> (annotations added).

1 woodland/thicket class. Both of these high-value carbon stock areas are located predominantly or entirely
 2 within the national park boundaries.



23 *The image above is a map showing the Project area land cover.*

24
 25 55. Beyond the redundancy of claiming carbon credits for an already-protected area, the project's
 26 stated objectives of preventing deforestation and grassland conversion are unfounded. Between 2001 and
 27 2023, the project area lost only 284 hectares of tree cover, representing a mere 0.28% decrease in over two
 28 decades. This minimal loss demonstrates that deforestation has never been a significant threat to the area.

1 56. Additionally, while the project claims to prevent grassland conversion by local tribes, the
2 grassland accounting area contributes only 1.22% of the project’s total carbon stock, making this objective
3 minimally relevant to the project’s carbon credit generation.

4 57. In sum, the Chyulu Project fails to provide genuine carbon reductions that would not have
5 occurred without the project. The majority of the project’s carbon stock is located within a national park that
6 has been legally protected from deforestation for over forty years. The carbon reductions attributed to this
7 project would have occurred regardless of the project’s existence, making Apple’s reliance on these credits
8 to claim carbon neutrality misleading to consumers.

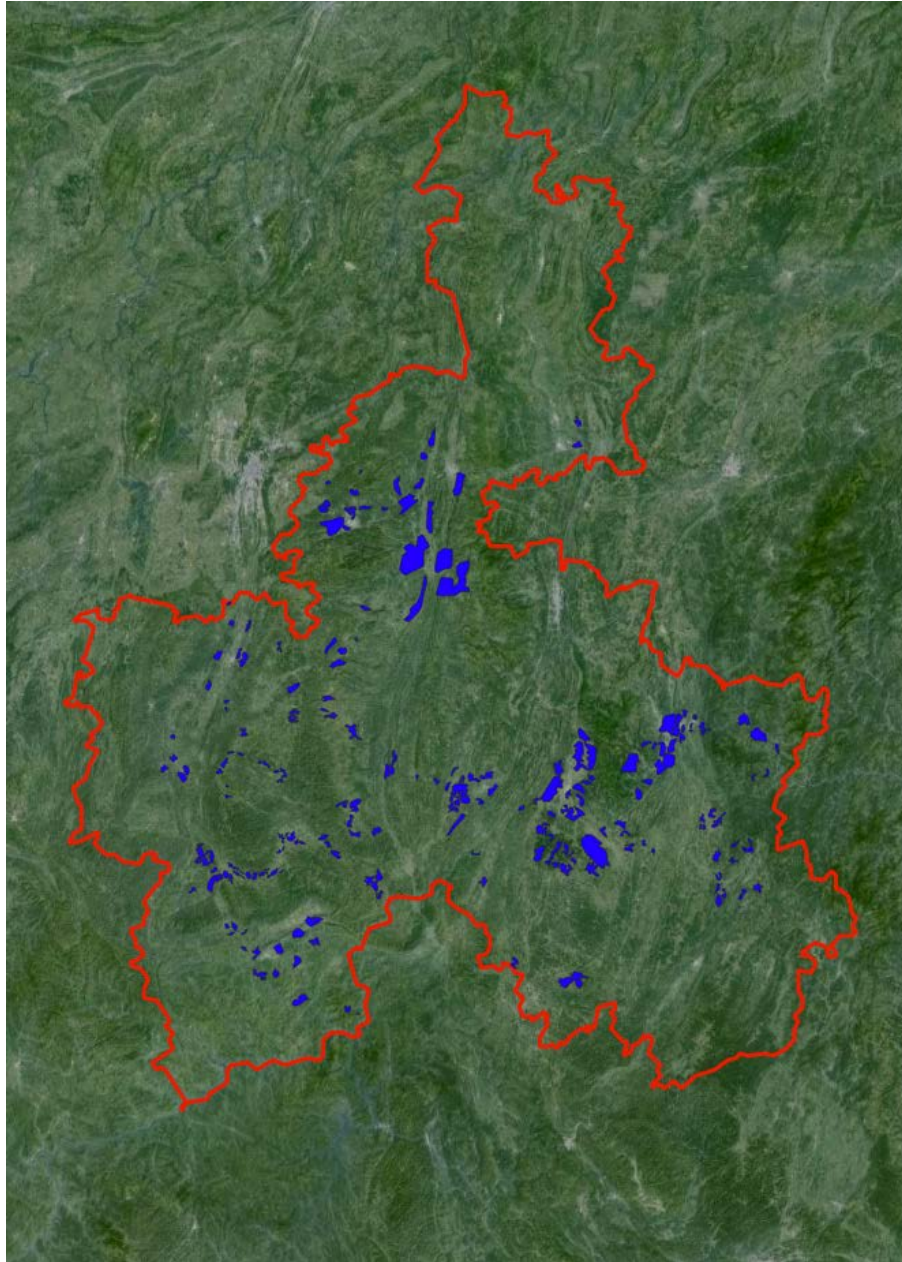
9 **B. The Guinan Project also fails to provide genuine carbon reductions**

10 58. The Guinan Afforestation ARR Project (the “Guinan Project”) is a carbon offsetting initiative
11 located in Qiannan Buyi and Miao Autonomous Prefecture, China. The project began in 2015 and is certified
12 under Verra. According to the project description report, it aims to increase carbon sequestration through tree
13 planting, with a goal of generating greenhouse gas emission removals of 18,727,278 metric tonnes of CO₂
14 or equivalent greenhouse gasses over 29 years, an average annual removal of 645,768 tonnes.

15 59. Like the Chyulu Project, Apple has been a significant customer of the Guinan Project. From
16 2016 to 2021, Apple utilized a substantial portion of the total carbon credits produced by the project each
17 year. Most recently, Apple retired 255,000 credits from this project to meet their corporate emissions
18 footprint for 2023, including the production of the 2023 Apple Watch lineup.

19 60. According to the project report, “46,000 ha of forest was planted on barren hill and degraded
20 lands in Qiannan Autonomous Prefecture which is poor sustainable ecological environment and karst rocky
21 desertification.” The report further claims that “[a]ll project sites were previously barren lands with no natural
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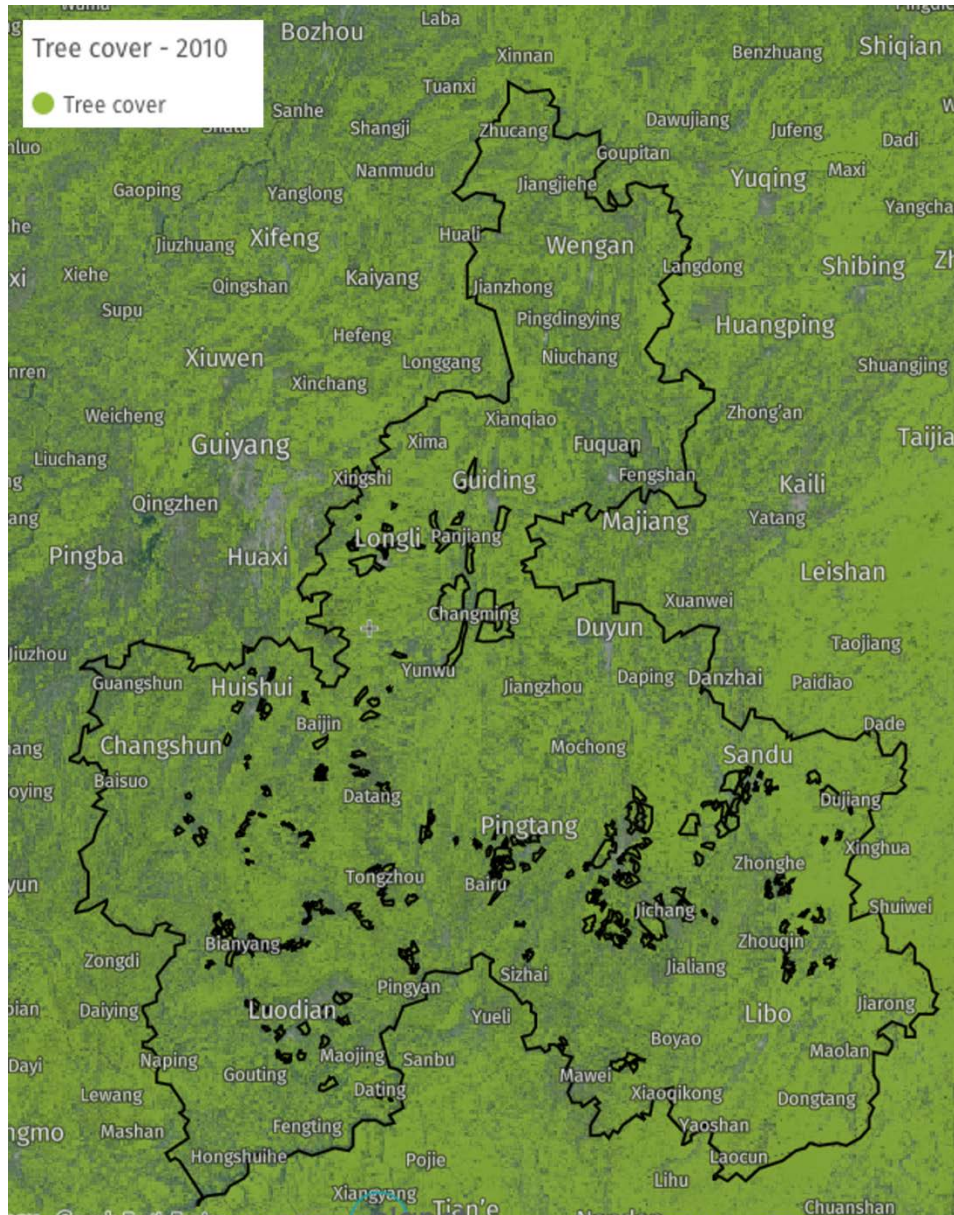
1 regeneration or reforestation prior to the project. The sites were entirely covered by barren hills and degraded
2 lands.”



23
24 *The image above shows the Guinan Project zones in blue. The areas are not contiguous.*

25 61. However, these representations are false. Satellite imagery clearly shows that the project area
26 was already heavily vegetated before the project’s commencement in 2015. According to global tree cover
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1 data collected by NASA, Google, and USGS, as of 2010—five years before this project began—78% of the
 2 project zones’ land was already covered by trees.



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 The image above shows the 2010 extent of tree cover, defined as all vegetation taller than five meters
 23 in height, in the selected area.¹²

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 12 Available at <https://www.globalforestwatch.org/map/> (annotations added).

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The two images above from Google Satellite show heavily forested landscapes within the project’s area.

64. The project’s claims to have planted 46,000 hectares of trees on “barren land” are thus untrue. The area was predominantly forested and covered by dense vegetation before the project began. Accordingly,

1 the carbon credits produced in the project area cannot be attributed to the project itself, as the land was
2 already serving as a carbon sink prior to the project’s initiation.

3 65. Indeed, on November 27, 2024, Verra publicly announced that it was “opening a new review”
4 of the Guinan Project, explaining that it had “received stakeholder comments about the project and deem[ed]
5 the comments] to warrant further investigation.”¹³ Verra also suspended “any further credit issuance from
6 the project.”¹⁴ Verra’s suspension of credit issuance from an existing project is a major intervention that
7 signals serious integrity concerns. Verra’s actions underscore the Guinan Project’s inefficacy and the falsity
8 of Apple’s “carbon neutral” representations.

9 66. In sum, like the Chyulu Project, the Guinan Project fails to provide the necessary additional
10 greenhouse gas removals for true carbon offsetting. The project area was already heavily forested before the
11 project began, and satellite data shows no significant increase in forest cover attributable to the project. Thus,
12 Apple’s reliance on these credits to claim carbon neutrality is misleading to consumers.

13 **VI. Apple’s Carbon Neutrality Claims Are False and Misleading, and Plaintiffs and the Class**
14 **Members Were Harmed By Relying On Them**

15 67. As demonstrated above, Apple’s claims that its Apple Watch Series 9, Apple Watch SE, and
16 Apple Watch Ultra 2 are “carbon neutral” are false and misleading. Apple represents that while it has reduced
17 75% to 81% of these products’ emissions through various greenhouse gas reduction initiatives, the remaining
18 25% are offset through “high-quality carbon credits from nature-based projects.” However, the two primary
19 projects from which Apple purchases its carbon credits—accounting for nearly all of its claimed carbon
20 neutrality—fail to provide genuine carbon reductions.

21 68. Apple cannot hide behind Verra’s certification of these projects. As established by 16 C.F.R.
22 § 260.6(c), third-party certification does not eliminate a marketer’s obligation to ensure that it has
23 substantiation for all claims reasonably communicated by the certification. Apple, which guarantees that the
24 projects it invests in produce “high-quality carbon credits,” should have independently verified that these
25 projects meet the fundamental requirement of additionality.

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27
28 ¹³ Available at <https://registry.verra.org/app/projectDetail/VCS/2070>.

¹⁴ *Id.*

1 69. The carbon credits generated by the Chyulu Hills Project and the Guinan project would have
2 occurred regardless of Apple’s involvement or the projects’ existence. Including these non-additional carbon
3 credits in Apple’s offsetting calculations does not qualify as a genuine offset, which should generate carbon
4 reductions equivalent to the emissions produced by Apple. By claiming carbon neutrality based on these
5 ineffective and redundant offset projects, Apple is misleading consumers about the true environmental impact
6 of its products.

7 70. Apple’s misrepresentations are material to consumers and drive consumers’ (and Plaintiffs’)
8 purchasing decisions. As detailed above, research shows that approximately 70% of consumers consider
9 environmental sustainability a crucial factor in their purchasing decisions and are willing to pay premium
10 prices—on average 35% more—for products they believe are sustainable, and that products with
11 environmental, social and governmental related marketing outperformed those without such marketing by
12 8% annually. Apple has capitalized on this consumer preference by prominently marketing these Apple
13 Watch models as “carbon neutral,” using this purported achievement as a key differentiation point in its
14 marketing and charging premium prices for these products.

15 71. Apple’s deceptive marketing practices also distort the marketplace and impair consumer
16 choice. Consumers seeking to support environmentally responsible companies are deprived of the
17 opportunity to make informed decisions about their purchases, as Apple’s false advertising may lead them
18 to choose its products over genuinely sustainable alternatives.

19 72. At the time of purchase, each Plaintiff had viewed and was aware of Apple’s representations
20 that the Products were “carbon neutral.” These representations led each Plaintiff to believe that the Products
21 were, in truth, “carbon neutral.” Each Plaintiff relied on Apple’s representations that the Products were
22 “carbon neutral” when making their purchasing decisions, and those representations played a substantial part
23 in each Plaintiff’s decision to purchase the Products.

24 73. Consumers who purchased the Products, including each Plaintiff, suffered economic injury
25 because Apple’s false “carbon neutral” claims deprived them of the ability to make informed purchasing
26 decisions in the smartwatch market. These consumers paid a price premium for products they believed were
27 “carbon neutral” but instead received products whose claimed carbon neutrality relies on ineffective and
28 redundant offset projects that fail to provide genuine environmental benefits. Indeed, each Plaintiff would

1 not have purchased the Products or would not have paid as much for the Products had Plaintiffs known that
2 Apple’s “carbon neutral” representations were false.

3 74. As a result of Apple’s false and misleading claims, consumers who purchased the Products,
4 including each Plaintiff, suffered economic injury in multiple ways. First, these consumers paid a price
5 premium for products they believed were “carbon neutral” but instead received products whose claimed
6 carbon neutrality relies on ineffective and redundant offset projects that fail to provide genuine environmental
7 benefits. In other words, consumers did not receive the benefit of their bargain—they paid for watches with
8 meaningful carbon neutrality but received watches without this promised environmental benefit.

9 75. Moreover, Apple has been unjustly enriched by its deceptive conduct. The company has
10 benefited from increased sales and revenue by marketing these Apple Watch models as “carbon neutral,”
11 capitalizing on consumer demand for sustainable products while failing to deliver the environmental benefits
12 it promised.

13 **EQUITABLE RELIEF**

14 76. Plaintiffs have set forth alternate claims for damages and equitable relief. Plaintiffs do not
15 have an adequate remedy at law with respect to future harm caused by Apple’s conduct as alleged herein.

16 77. Absent an equitable injunction enjoining Apple’s conduct alleged herein, Plaintiffs, Class
17 members, and the public will be irreparably harmed and denied an effective and complete remedy because
18 they face a real and tangible threat of future harm emanating from Apple’s ongoing conduct that cannot be
19 remedied with monetary damages.

20 78. Plaintiffs do not know at this juncture whether Plaintiffs’ damages claims will survive through
21 trial, whether the Court will accept a model for legal damages for past harm that Plaintiffs will proffer at the
22 appropriate time, or whether the Court will find that any such damages model adequately compensates
23 Plaintiffs and the Class for their past losses.

24 79. Plaintiffs continue to have use for the Products. Yet, they do not and cannot know if Apple’s
25 advertising is accurate and truthful. If the Court were to enjoin Apple from making the misrepresentations
26 described herein, Plaintiffs would want to purchase the Products in the future. Without an injunction,
27 Plaintiffs cannot trust Apple’s marketing claims and would not purchase the Products again.

1 80. Moreover, damages alone would not prevent Apple from continuing to make false and
2 misleading claims about its products. No amount of money can rectify the harm caused to future purchasers.

3 **CLASS ALLEGATIONS**

4 81. Plaintiffs bring this action as a class action on behalf of themselves and all others similarly
5 situated as members of the Class defined as follows:

- 6 a. **Nationwide Class:** All persons in the United States who, within the applicable statute
7 of limitations period(s), purchased any of the following Apple Watch models: Apple
8 Watch Series 9, Apple Watch SE (2nd generation), or Apple Watch Ultra 2, for
9 purposes other than resale.
- 10 b. **California Subclass:** All residents of California who, within the applicable statute of
11 limitations period(s), purchased any of the following Apple Watch models: Apple
12 Watch Series 9, Apple Watch SE (2nd generation), or Apple Watch Ultra 2, for
13 purposes other than resale.
- 14 c. **Florida Subclass:** All residents of Florida who, within the applicable statute of
15 limitations period(s) purchased any of the following Apple Watch models: Apple
16 Watch Series 9, Apple Watch SE (2nd generation), or Apple Watch Ultra 2, for
17 purposes other than resale.
- 18 d. **Washington, D.C. Subclass:** All residents of Washington, D.C. who, within the
19 applicable statute of limitations period(s) purchased any of the following Apple Watch
20 models: Apple Watch Series 9, Apple Watch SE (2nd generation), or Apple Watch
21 Ultra 2, for purposes other than resale

22 82. Unless otherwise noted, the Nationwide Class, California Subclass, Florida Subclass, and
23 Washington, D.C. Subclass are collectively referred to as the “Class”.

24 83. Excluded from the Class is (a) Apple, its affiliates, and its employees; (b) persons who
25 purchased or acquired the Products for resale; (c) Plaintiffs’ counsel and Defendant’s counsel; and (d) the
26 judge and staff of the court assigned to this case, as well as any appellate court judges and staff assigned to
27 any appeal in this matter, and their immediate family members.

1 84. Plaintiffs reserve the right to modify or amend the definitions of the proposed Class, including
2 by adding subclasses, before the Court determines whether certification is appropriate.

3 85. **Numerosity (Fed. R. Civ. P. 23(a)(1)).** The Class is so numerous that joinder of all members
4 is impracticable. While the exact number of Class members is currently unknown to Plaintiffs, it is expected
5 to include hundreds of thousands of members.

6 86. **Commonality (Fed. R. Civ. P. 23(a)(2)).** Common questions of law and fact exist as to all
7 members of the Class and predominate over any questions solely affecting individual Class members. These
8 common questions include:

- 9 a. Whether Apple’s representations that the Products are “carbon neutral” are false,
10 misleading, or reasonably likely to deceive;
- 11 b. Whether Apple failed to adequately validate the additionality of its carbon offset
12 projects;
- 13 c. Whether Apple engaged in deceptive or unfair business practices by marketing the
14 Products as “carbon neutral”;
- 15 d. Whether Apple’s carbon offset projects in the Chyulu Hills and Guinan provide
16 genuine carbon reductions;
- 17 e. Whether and to what extent Apple’s conduct caused Class members to pay price
18 premiums for the Products;
- 19 f. Whether Apple’s conduct violates consumer protection laws;
- 20 g. Whether Class members are entitled to damages, restitution, restitutionary
21 disgorgement, equitable relief, or other relief; and
- 22 h. The amount and nature of such relief to be awarded to Plaintiffs and the Class.

23 87. Plaintiffs and the members of the Class have a commonality of interest in the subject matter
24 of the lawsuit and remedies sought.

25 88. **Typicality (Fed. R. Civ. P. 23(a)(3)).** Plaintiffs’ claims are typical of the claims of the
26 members of the Class. Apple’s misuse of Plaintiffs’ and Class Members’ identities, personal information,
27 and other identifying information was the same for each.

1 89. **Injunctive and/or declaratory relief (Fed. R. Civ. P. 23(b)(2)).** As demonstrated above,
2 Apple has acted on grounds generally applicable to the proposed class such that final injunctive relief is
3 appropriate with respect to the Class as a whole.

4 90. **Fair and adequate representation (Fed. R. Civ. P. 23(a)(4)).** Plaintiffs will fairly and
5 adequately protect the interests of the members of the Class. Plaintiffs have retained competent counsel
6 experienced in class action litigation in state and federal courts nationwide, and Plaintiffs have no interest
7 adverse to any member of the Class. Plaintiffs intend to prosecute this case vigorously on behalf of
8 themselves and the Class.

9 91. **Predominance and superiority (Fed. R. Civ. P. 23(b)(3)).** Common questions of law and
10 fact predominate over any questions affecting only individual members, and a class action is superior to other
11 methods for the fair and efficient adjudication of the controversy because:

- 12 a. Proof of Apple’s liability on Plaintiffs’ claims will also prove liability for the claims
13 of the Class without the need for separate or individualized proceedings;
- 14 b. Evidence regarding defenses or any exceptions to liability that Apple may assert and
15 attempt to prove will come from Apple’s records and will not require individualized
16 or separate inquiries or proceedings;
- 17 c. Apple has acted and is continuing to act pursuant to common practices in the same or
18 similar manner with respect to all members of the Class;
- 19 d. The injury suffered by each member of the Class, while meaningful on an individual
20 basis, is not of such magnitude as to make the prosecution of individual actions against
21 Apple economically feasible. Even if members of the Class could afford individual
22 litigation, those actions would put immeasurable strain on the court system. A class
23 action, on the other hand, will permit a large number of claims involving virtually
24 identical facts and legal issues to be resolved efficiently in one proceeding based upon
25 common proofs, without the risk of inconsistent judgments; and
- 26 e. This case is inherently manageable as a class action in that:
- 27 i. Liability and damages can be established for Plaintiffs and the Class with the
28 same common proofs;

- ii. A class action will result in an orderly and expeditious administration of claims and it will foster economics of time, effort, and expense;
- iii. A class action will contribute to uniformity of decisions concerning Apple’s practices; and
- iv. As a practical matter, the claims of the Class are likely to go unaddressed absent class certification.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of California’s Consumers Legal Remedies Act Cal. Civ. Code §§ 1750, *et seq.*

(on behalf of the California Subclass and Nationwide Class)

92. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

93. The California Consumers Legal Remedies Act (“CLRA”) prohibits “unfair methods of competition and unfair or deceptive acts or practices [...] undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770(a).

94. The Products are “goods” within the meaning of Cal. Civ. Code § 1761(a).

95. Apple is a “person” within the meaning of Cal. Civ. Code § 1761(c).

96. Plaintiffs and Class members are “consumers” within the meaning of Cal. Civ. Code § 1761(d).

97. Apple violated and continues to violate the CLRA by engaging in the following practices proscribed by Cal. Civ. Code § 1770(a) in transactions with Plaintiffs and California Subclass members which were intended to result in, and did result in, the sale of the Products:

- a. Representing that the Products have characteristics, benefits, or qualities that they do not have (§ 1770(a)(5));
- b. Representing that the Products are of a particular standard, quality, or grade when they are of another (§ 1770(a)(7)); and
- c. Advertising goods with intent not to sell them as advertised (§ 1770(a)(9)).

1 98. Apple’s unfair or deceptive acts and practices were capable of deceiving a substantial portion
2 of the purchasing public.

3 99. Apple’s representations and omissions were material because they were likely to deceive
4 reasonable consumers about the true nature of the Products’ environmental impact. Specifically, Apple
5 represented the Products as “carbon neutral” when in fact the carbon offset projects Apple relies on fail to
6 provide genuine additionality or verifiable carbon reductions, namely that the Chyulu Hills Project primarily
7 generates credits from already-protected areas, and the Guinan Project claims to have planted trees in areas
8 that were already heavily forested. As a result, Apple lacks adequate substantiation for its carbon neutrality
9 claims.

10 100. Apple’s uniform and material representations and omissions regarding the Products were
11 likely to deceive, and Defendant knew or should have known that its representations and omissions were
12 untrue and misleading.

13 101. Plaintiffs and members of the Class could not have reasonably avoided such injury. Plaintiffs
14 and members of the Class were unaware of the existence of the facts that Apple suppressed and/or failed to
15 disclose, and they would not have purchased the Products and/or would have purchased them on different
16 terms had they known the truth.

17 102. Plaintiffs and the Class members suffered harm as a result of Defendant’s violations because
18 they relied on the carbon neutral claim in deciding to purchase the Product. The carbon neutral claim was a
19 substantial factor in the purchasing decisions of Plaintiffs and the Class members. The carbon neutral claim
20 was material because a reasonable consumer would consider it important in deciding whether to purchase
21 the Product.

22 103. As a direct and proximate result of Apple’s violations, Plaintiffs and members of the Class
23 have suffered harm in that they purchased Products they would not have purchased or paid significantly more
24 than they would have paid had they known the truth about Apple’s representations.

25 104. Plaintiffs, on behalf of themselves and all class members, demand judgment against Apple
26 under the CLRA for injunctive relief.

27 105. Pursuant to Cal. Civ. Code § 1782(a), on January 17, 2025, Plaintiffs mailed Apple a notice
28 of its alleged violations of the CLRA by certified mail return receipt requested. If, within thirty days after

1 the date that Apple received that notification, Apple fails to provide appropriate relief for its violations of the
2 CLRA, Plaintiffs reserve their rights to amend this Complaint to seek monetary damages.

3 106. Notwithstanding any other statements in this Complaint, Plaintiffs do not seek monetary
4 damages in conjunction with their CLRA claim—and will not do so—until this thirty-day period has passed.

5 **SECOND CAUSE OF ACTION**

6 **Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.***

7 **(on behalf of the California Subclass and Nationwide Class)**

8 107. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of
9 this complaint.

10 108. Plaintiffs have standing to pursue this claim because they have suffered injury in fact and have
11 lost money or property as a result of Apple’s actions as described herein. Plaintiffs and Class members
12 overpaid for the Products due to Apple’s misrepresentations and omissions about their carbon neutrality.
13 Apple’s acts and practices alleged herein constitute unlawful, unfair, and fraudulent business practices in
14 violation of the California’s Unfair Competition Law (“UCL”). Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 109. Apple’s conduct is unlawful because it violates the CLRA and Federal Trade Commission
16 regulations regarding environmental marketing claims, including 16 C.F.R. § 260.4 (prohibiting unqualified
17 general environmental benefit claims) and § 260.5 (requiring competent and reliable scientific evidence for
18 carbon offset claims).

19 110. Apple’s conduct is unfair because it offends established public policy and is immoral,
20 unethical, oppressive, unscrupulous, and substantially injurious to consumers. The harm caused by Apple’s
21 conduct outweighs any possible utility of such conduct. Additionally, Apple’s conduct was “unfair” because
22 it violated public policy as declared by specific constitutional, statutory or regulatory provisions, including
23 the CLRA and FTC regulations.

24 111. Apple’s conduct is fraudulent because its representations about the Products’ carbon
25 neutrality are likely to deceive reasonable consumers. A reasonable consumer would not expect that Apple’s
26 carbon neutral claims rely on offset projects that fail to provide genuine environmental benefits.

1 112. Apple’s misrepresentations were material because reasonable consumers consider
2 environmental impact when making purchasing decisions, and Apple’s deceptive carbon neutral claims were
3 prominently featured in marketing the Products.

4 113. As a direct and proximate result of Apple’s violations, Plaintiffs and California Subclass
5 members have suffered injury in fact and lost money by purchasing Products they would not have purchased
6 or by paying price premiums they would not have paid had they known the truth.

7 114. Plaintiffs seek an injunction enjoining Apple from engaging in the unlawful conduct alleged
8 in this claim and requiring it to fully disclose the truth about the carbon neutrality of the Products, to
9 discontinue their sale with the deceptive and misleading claims, and other appropriate equitable relief,
10 including but not limited to improving its carbon neutrality disclosures. Without adequate disclosures of the
11 Products’ true carbon neutrality, continued marketing and sale of the Products are nearly certain to deceive
12 Plaintiffs and Class members.

13 115. Plaintiffs and the Class also seek restitution of all money and property lost as a result of
14 Apple’s acts in violation of the UCL.

15 **THIRD CAUSE OF ACTION**

16 **Violation of Florida’s Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201 *et seq.***

17 **(on behalf of the Florida Subclass)**

18 116. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of
19 this complaint.

20 117. Florida’s Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201 *et seq.* (FDUTPTA)
21 prohibits “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or
22 practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204(1).

23 118. The stated purpose of FDUTPA is to “protect the consuming public and legitimate business
24 enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair
25 acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.202(2).

26 119. At all relevant times, Apple engaged in trade or commerce in the State of Florida and offered
27 for sale, sold, and distributed the Products within the State of Florida, subjecting it to the provisions of
28

1 FDUTPA. Apple’s conduct occurred in the course of trade or commerce within the meaning of Fla. Stat. §
2 501.203(8).

3 120. Plaintiffs and Class members are “consumers” within the meaning of Fla. Stat. § 501.203(7).

4 121. Apple engaged in unfair or deceptive practices in the conduct of trade or commerce, including
5 but not limited Apple violated FDUTPA by engaging in unfair or deceptive practices, including falsely
6 representing the Products as “carbon neutral” when in fact they were not.

7 122. Apple’s unfair or deceptive acts and practices were likely to mislead a reasonable consumer.
8 A reasonable consumer would understand Apple’s representations as meaning that the Products have a
9 carbon neutral footprint. They do not.

10 123. Apple’s representations and omissions were material because they were likely to deceive
11 reasonable consumers about the true nature of the Products’ environmental impact. Specifically, Apple
12 represented the Products as “carbon neutral” when in fact the carbon offset projects Apple relies on fail to
13 provide genuine additionality or verifiable carbon reductions, namely that the Chyulu Hills Project primarily
14 generates credits from already-protected areas, and the Guinan Project claims to have planted trees in areas
15 that were already heavily forested. As a result, Apple lacks adequate substantiation for its carbon neutrality
16 claims.

17 124. Apple’s representations regarding the Products were likely to deceive, and Apple knew or
18 should have known that its representations were untrue and misleading.

19 125. Plaintiffs and members of the Class could not have reasonably avoided such injury. Plaintiffs
20 and members of the Class were unaware of the existence of the facts that Apple suppressed and/or failed to
21 disclose, and they would not have purchased the Products and/or would have purchased them on different
22 terms had they known the truth.

23 126. Plaintiffs and the Class members suffered harm as a result of Defendant’s violations because
24 they relied on the carbon neutral claim in deciding to purchase the Product. The carbon neutral claim was a
25 substantial factor in the purchasing decisions of Plaintiffs and the Class members. The carbon neutral claim
26 was material because a reasonable consumer would consider it important in deciding whether to purchase
27 the Product.
28

1 127. As a direct and proximate result of Apple's violations, Plaintiffs and members of the Class
2 have suffered harm in that they purchased Products they would not have purchased or paid significantly more
3 than they would have paid had they known the truth about Apple's representations. Further, Plaintiffs and
4 members of the Class have suffered and continue to suffer economic losses and other damages including, but
5 not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies,
6 in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for violation of this Act in
7 the form of damages, restitution, disgorgement of ill-gotten gains to compensate Plaintiffs and the Class for
8 said monies.

9 128. Plaintiffs and members of the Class are entitled to seek, and do hereby seek, injunctive relief
10 to put an end to Apple's violations. Plaintiffs have no adequate remedy at law. Without equitable relief,
11 Apple's unfair and deceptive practices will continue to harm Plaintiff and the Class.

12 129. Apple's conduct was malicious, fraudulent, and wanton. Apple intentionally and recklessly
13 misled consumers to increase sales of its Products while knowing its carbon neutral claims were not
14 adequately substantiated, warranting an award of punitive damages as permitted by law. Specifically, Apple's
15 conduct was malicious in that Apple deliberately and knowingly misled consumers about the Products'
16 carbon neutrality for its own financial gain. Apple had access to detailed data about both offset projects,
17 including satellite imagery and carbon stock measurements, which demonstrated these projects did not
18 provide genuine carbon reductions, yet proceeded with its deceptive marketing campaign. Apple's conduct
19 was oppressive as it exploited consumers' growing environmental concerns through a sophisticated
20 greenwashing campaign that took advantage of consumers' inability to independently verify carbon
21 neutrality claims. Apple's conduct was fraudulent as Apple intentionally misrepresented material facts about
22 the Products' environmental impact while having knowledge that the Chyulu Hills Project primarily
23 generated credits from an already-protected national park and the Guinan Project claimed to plant trees in
24 areas that were already heavily forested. Neither project provided the genuine, additional carbon reductions
25 required for legitimate carbon neutrality claims.

FOURTH CAUSE OF ACTION

Violation of the District of Columbia’s Consumer Protection Procedures Act

(on behalf of the Washington, D.C. Subclass)

130. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

131. The District of Columbia Consumer Protection Procedures Act (“DCCPPA”) prohibits unfair or deceptive trade practices in connection with the offer, sale, or supply of consumer goods or services. D.C. Code § 28-3904.

132. The Products are “goods” within the meaning of D.C. Code § 28-3901(a)(7).

133. Apple is a “merchant” within the meaning of D.C. Code § 28-3901(a)(3).

134. Plaintiffs and Class members are “consumers” within the meaning of D.C. Code § 28-3901(a)(2).

135. Apple violated the DCCPPA by engaging in the following unfair or deceptive trade practices:

- a. Representing that the Products have characteristics, benefits, or qualities that they do not have (§ 28-3904(a));
- b. Representing that the Products are of a particular standard, quality, or grade when they are of another (§ 28-3904(d)); and
- c. Making misrepresentations as to a material fact about the Products which has a tendency to mislead (§ 28-3904(e)).
- d. Advertising the Products without the intent to sell them as advertised (§ 28-3904(h)).

136. Apple’s unfair or deceptive acts or practices were capable of deceiving a substantial portion of the purchasing public.

137. Apple’s representations were material because they were likely to deceive reasonable consumers about the true nature of the Products' environmental impact.

138. Apple knew or should have known that its representations and omissions were untrue and misleading

1 139. Plaintiffs and Class members reasonably relied on Apple’s carbon neutrality claims in making
2 their purchasing decisions. Had they known the truth, they would not have purchased the Products or would
3 have paid significantly less.

4 140. As a direct and proximate result of Apple’s violations, Plaintiffs and members of the Class
5 have suffered harm in that they purchased Products they would not have purchased or paid significantly more
6 than they would have paid had they known the truth about Apple’s representations. Further, Plaintiffs and
7 members of the Class have suffered and continue to suffer economic losses and other damages including, but
8 not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies,
9 in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for violation of this Act in
10 the form of damages, restitution, disgorgement of ill-gotten gains to compensate Plaintiffs and the Class for
11 said monies.

12 141. Apple’s conduct was intentional, reckless, and willful, justifying the imposition of punitive
13 damages to deter future misconduct.

14 **FIFTH CAUSE OF ACTION**

15 **Breach of Express Warranty**

16 **(on behalf of the California Subclass and Nationwide Class)**

17 142. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of
18 this complaint.

19 143. Apple provided an express warranty that the Products are “carbon neutral,” meaning they
20 result in no net addition of carbon dioxide to the atmosphere.

21 144. This warranty became part of the basis of the bargain between Plaintiffs and Class members
22 and Apple.

23 145. Apple breached this warranty because the Products are not carbon neutral. Specifically: the
24 Products’ manufacturing process continues to generate carbon emissions; the carbon offset projects Apple
25 relies on do not provide genuine, additional carbon reductions; the majority of claimed reductions from the
26 Chyulu Hills Project come from already-protected areas; the Guinan Project claims afforestation benefits in
27 areas that were already forested.

1 146. As a direct and proximate result of Apple’s breach, Plaintiffs and Class members have been
2 damaged in the amount of the purchase price of the Products and/or the price premium they paid.

3 **SIXTH CAUSE OF ACTION**

4 **Breach of Implied Warranty**

5 **(on behalf of the California Subclass and Nationwide Class)**

6 147. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of
7 this complaint.

8 148. Apple, as the designer, manufacturer, marketer, distributor, and/or seller of the Products,
9 impliedly warranted that the Products are carbon neutral.

10 149. Apple breached the warranty implied in the contract for the sale of the Products because the
11 Products did not conform to Apple’s representations that the Products they designed, manufactured,
12 marketed, and/or sold are carbon neutral.

13 150. Plaintiffs and Class Members purchased the Products in reliance upon Apple’s implied
14 warranties of fitness for the Products’ purpose.

15 151. The Products were not altered by Plaintiffs and Class Members. The Products were defective
16 when they left the exclusive control of Apple.

17 152. Apple knew that the Products would be purchased and used without additional testing by
18 Plaintiffs and Class Members

19 153. The Products were unfit for their intended purpose, and Plaintiffs and Class Members did not
20 receive the goods as warranted.

21 154. As a direct and proximate cause of Apple’s breach of the implied warranty, Plaintiff and Class
22 Members have been injured and harmed because they would not have purchased the Products on the same
23 terms if they knew that the Products were not carbon neutral, and the Products do not have the characteristics,
24 uses, or benefits as promised by Apple.

25 155. Plaintiffs and Class Members have been damaged in the amount of the purchase price of the
26 Products and/or the price of the premium they paid.

1 **SEVENTH CAUSE OF ACTION**

2 **Unjust Enrichment / Quasi-Contract**

3 **(on behalf of the California Subclass and Nationwide Class)**

4 156. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of
5 this complaint.

6 157. By purchasing the Products, Plaintiffs and Class members conferred a benefit on Apple in the
7 form of the purchase price of the Products.

8 158. Apple knowingly and willingly accepted and enjoyed these benefits.

9 159. Apple’s retention of these benefits is inequitable and unjust because Apple obtained them by
10 misrepresenting the Products’ environmental impact and deceiving Plaintiffs and Class members into
11 believing they were purchasing carbon neutral products.

12 160. Apple has been unjustly enriched by retaining the revenues derived from Plaintiffs’ and Class
13 members’ purchases of the Products. Retention of those monies under these circumstances is unjust and
14 inequitable because Apple misrepresented the nature of the Products.

15 161. Apple’s unjust enrichment is traceable to, and resulted directly and proximately from, the
16 conduct alleged in this complaint.

17 162. As a direct and proximate result of Apple’s unjust enrichment, Plaintiffs and Class members
18 are entitled to restitution or restitutionary disgorgement in an amount to be proven at trial.

19 **PRAYER FOR RELIEF**

20 **WHEREFORE**, Plaintiffs individually and on behalf of all other similarly situated persons, demand
21 judgment in their favor and against Defendant Apple Inc. as follows:

- 22 a. Certifying this case as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and
23 (b)(3), and appoint Plaintiffs as class representatives and their counsel as Class
24 counsel.
- 25 b. Entering judgment against Apple and in favor of Plaintiffs and the Class on all counts.
- 26 c. Declaring Apple’s conduct to be unlawful.
- 27
- 28

- d. Awarding Plaintiffs and Class members compensatory, statutory, and punitive to which Plaintiffs and Class members are entitled, to be determined by this Court and/or jury.
- e. Granting an order of restitution and all other forms of equitable monetary relief.
- f. Granting an order enjoining Apple from labeling, advertising, or packaging the Products as “carbon neutral” as alleged herein.
- g. Awarding Plaintiffs and the Class their reasonable attorney’s fees, expenses and costs of filing and prosecuting this action.
- h. Awarding such other and further relief as this Court deems appropriate and just.

JURY DEMAND

163. Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: February 26, 2025

/s/ Amber L. Schubert

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