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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

PETER LANDSHEFT, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

APPLE INC.,

Defendant.

Case No.: 5:25-cv-2668

**CLASS ACTION COMPLAINT**

1. VIOLATION OF UNFAIR COMPETITION LAW (CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.*)
2. VIOLATION OF FALSE ADVERTISING LAW (CAL. BUS. & PROF. CODE § 17500, *ET SEQ.*)
3. VIOLATION OF CONSUMERS LEGAL REMEDIES ACT (CAL. CIV. CODE §§ 1750, *ET SEQ.*)
4. FRAUD
5. NEGLIGENT MISREPRESENTATION
6. BREACH OF CONTRACT
7. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
8. QUASI-CONTRACT / UNJUST ENRICHMENT

**JURY TRIAL DEMAND**



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1           9. This putative class action therefore seeks injunctive relief to ensure Apple  
2 permanently ceases its deceptive conduct, together with monetary damages to recover the unlawful  
3 price premium that millions of consumers paid for Apple’s mirage of innovation.

4           10. Plaintiff Mr. Landsheft is one of those consumers, and brings this lawsuit on behalf  
5 of himself and all similarly situated purchasers (“Class Members”) of the Apple iPhone 16, iPhone  
6 16e, iPhone 16 Plus, iPhone 16 Pro and iPhone 16 Pro Max (the “Products”). Defendant advertised  
7 that these products would be equipped with specific “Apple Intelligence” features (“Apple  
8 Intelligence”) even though they are not.

9           11. **The Products.** Prior to 2024, Apple knew its customer base was increasingly  
10 interested in generative AI features. To substantially increase sales of the upcoming iPhone 16  
11 series, Apple announced at the annual Worldwide Developer Conference (“WWDC”) on June 10,  
12 2024, a release of its own artificial intelligence model, “Apple Intelligence”.<sup>1</sup>

13           12. Apple promoted Apple Intelligence as a grouping of Generative AI tools on its  
14 upcoming lineup of iPhones and other devices. Defendant Apple indicated that the Apple iPhone  
15 16, iPhone 16e, iPhone 16 Plus, iPhone 16 Pro and iPhone 16 Pro Max, along with certain other  
16 Apple products, would come enabled with Apple Intelligence, and the improved capabilities present  
17 in those features.

18           13. As has been revealed, however, Apple knew at the time of making its false promises  
19 that these features did not exist, but were instead still in early development (at best) and thus would  
20 not be included with the newly released iPhones.

21           14. **Challenged Representations.** Apple’s fraud on the market began in approximately  
22 mid-2024, when it first launched marketing for the new iPhone Products. Its false campaign  
23 persisted for months prior to, and after, the new iPhone 16 release across all media. The Challenged  
24 Representations conveyed that the Products would be equipped with specific artificial intelligence  
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26  
27 <sup>1</sup> Samantha Kelly, *Apple Introduces AI to its products at WWDC*, CNN, (June 10, 2024)  
28 <https://www.cnn.com/business/live-news/apple-wwdc-keynote-06-10-24/index.html#:~:text=Apple%20introduced%20%E2%80%9CAppe%20Intelligence%E2%80%9D%20%E2%80%93,host%20of%20Apple%20product%20updates.>

1 features under the “Apple Intelligence” umbrella. These representations include but are not limited  
2 to:

- 3 • “With Apple Intelligence, Siri can draw on a user’s personal context to answer  
4 questions.”<sup>2</sup>
- 5 • “Siri will be able to deliver intelligence that’s tailored to the user and their on-  
6 device information. For example, a user can say, ‘Play that podcast that Jamie  
7 recommended,’ and Siri will locate and play the episode, without the user  
8 having to remember whether it was mentioned in a text or an email. Or they  
9 could ask, ‘When is Mom’s flight landing?’ and Siri will find the flight details  
10 and cross-reference them with real-time flight tracking to give an arrival  
11 time.”<sup>3</sup>
- 12 • “With Apple Intelligence, Siri will be able to take hundreds of new actions in  
13 and across Apple and third-party apps. For example, a user could say, ‘Bring  
14 up that article about cicadas from my Reading List,’ or ‘Send the photos from  
15 the barbecue on Saturday to Malia,’ and Siri will take care of it.”<sup>4</sup>
- 16 • “Apple introduced the new iPhone 16 lineup, built from the ground up for  
17 Apple Intelligence and featuring the faster, more efficient A18 and A18 Pro  
18 chips — making these the most advanced and capable iPhone models ever.”<sup>5</sup>
- 19 • That Siri would be able to obtain and provide information to the user based on  
20 integration of all apps on the iPhone, for example, being able to search, via  
21

22  
23 <sup>2</sup>Apple Newsroom, *Apple Intelligence is available today on iPhone, iPad, and Mac*, APPLE (October  
24 28, 2024) <https://www.apple.com/newsroom/2024/10/apple-intelligence-is-available-today-on-iphone-ipad-and-mac>

25 <sup>3</sup>Apple Newsroom, *Introducing Apple Intelligence, the personal intelligence system that puts  
26 powerful generative models at the core of iPhone, iPad and Mac*, APPLE (June 10, 2024)  
<https://www.apple.com/newsroom/2024/06/introducing-apple-intelligence-for-iphone-ipad-and-mac/>.

27 <sup>4</sup>*Id.*

28 <sup>5</sup>Apple Newsroom, *Apple Intelligence Comes to iPhone, iPad, and Mac Starting Next Month*,  
APPLE (Sept. 9, 2024) <https://www.apple.com/newsroom/2024/09/apple-intelligence-comes-to-iphone-ipad-and-mac-starting-next-month/>.

1 voice command, the name of an individual the user met several months ago at  
2 a specific location.<sup>6</sup>

3 15. The Challenged Representations were widely and prominently dispersed throughout  
4 Defendant's official website, social media, regularly-aired television advertisements, and  
5 Defendant's authorized retail vendors. Apple's falsehoods were viewed widely by the Public, as  
6 Apple intended, including because the company elected to run the deceptive campaign during the  
7 baseball playoffs and NFL season when it knew millions of viewers nationwide would be an  
8 especially captive audience for its fraudulent advertising.

9 16. **The Deception of the Challenged Representations and Unlawful Marketing &**  
10 **Sale of the Products.** The Challenged Representations misled reasonable consumers into believing  
11 the Products possessed certain AI qualities, capabilities, and features, they simply do not have. As  
12 a result, Apple charged consumers for Products they would not have purchased, or at least not at its  
13 premium price, had the advertising been honest. Beyond exploiting unsuspecting consumers, Apple  
14 also gained an unfair advantage over competitors in the market who do not tout non-existent AI  
15 features, or who actually deliver them as promised.

16 17. Due to the risks and proliferation of false AI-related advertising in the consumer  
17 market, the California Attorney General's office has issued a dedicated Legal Advisory to warn  
18 companies specifically that California consumer protection laws "prohibit false advertising  
19 regarding the capabilities, availability, and utility of AI products [.]"

20 18. Apple, founded and based in California, is intimately familiar with these consumer  
21 protection laws. But in the race for AI market share, it decided to violate them anyway, misleading  
22 consumers into believing that the Products possessed AI features, functions, and benefits the  
23 Products simply do not have and, according to company and industry insiders, may never have.  
24 Even if the promised features arrive years later, they will likely be available across competing  
25 technologies by then as well, rendering Apple's early campaign of supposedly unique and  
26 "innovative" capabilities meaningless. Based on its historical production cadence, it is also likely  
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28 <sup>6</sup> Omar Sohail, *Apple Intelligence Ad Showing New Siri Has Been Removed*, WCCFTECH (Mar. 8, 2025) <https://wccftech.com/apple-intelligence-ad-showing-new-siri-has-been-removed/>.

1 that Apple would be marketing another new iPhone series, leaving consumers who bought into  
2 Apple’s false promises for the 16 series stuck with outdated technology for which they also  
3 overpaid. This is exactly the kind of calculated deception and market impact that California  
4 consumer protection laws, and similar laws nationwide, were designed to prevent.

5 19. Below is a depiction of some of Apple’s representations of Apple Intelligence features  
6 used to advertise the iPhone 16 lineup. However, the core features either do not exist or do not  
7 perform as claimed in the advertisement.

8 **Figures 1 and 2**<sup>7</sup>



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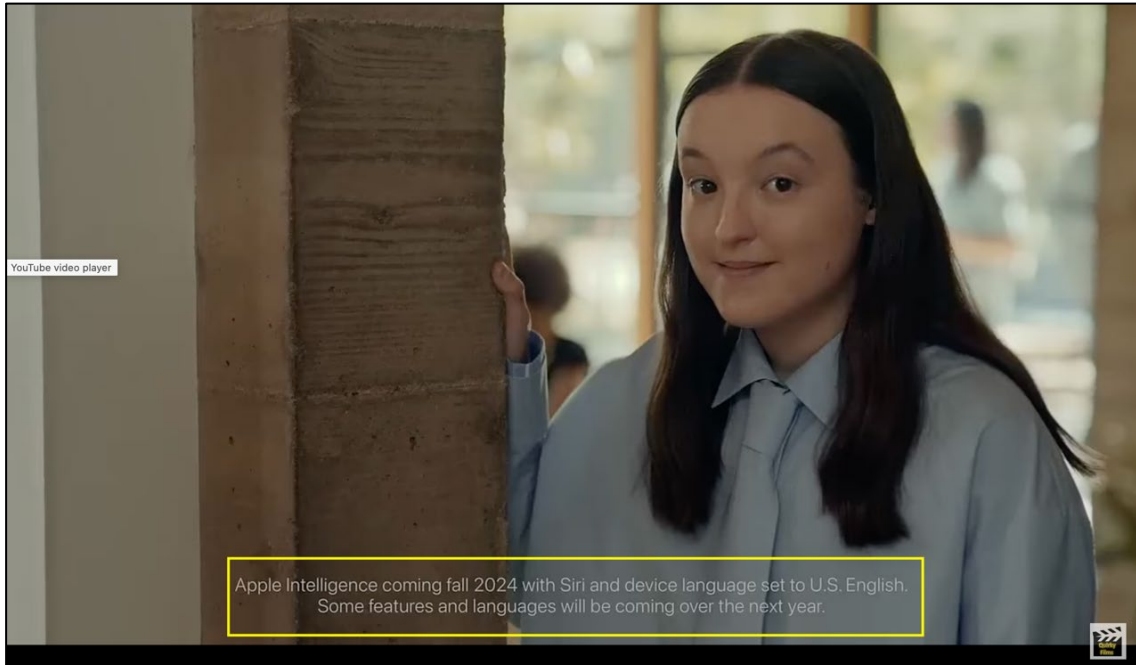
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28 <sup>7</sup> Screenshots of Siri’s new AI-powered capabilities and release date from Apple’s online advertisement, released to the public in September 2024.

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***Figure 3***<sup>8</sup>



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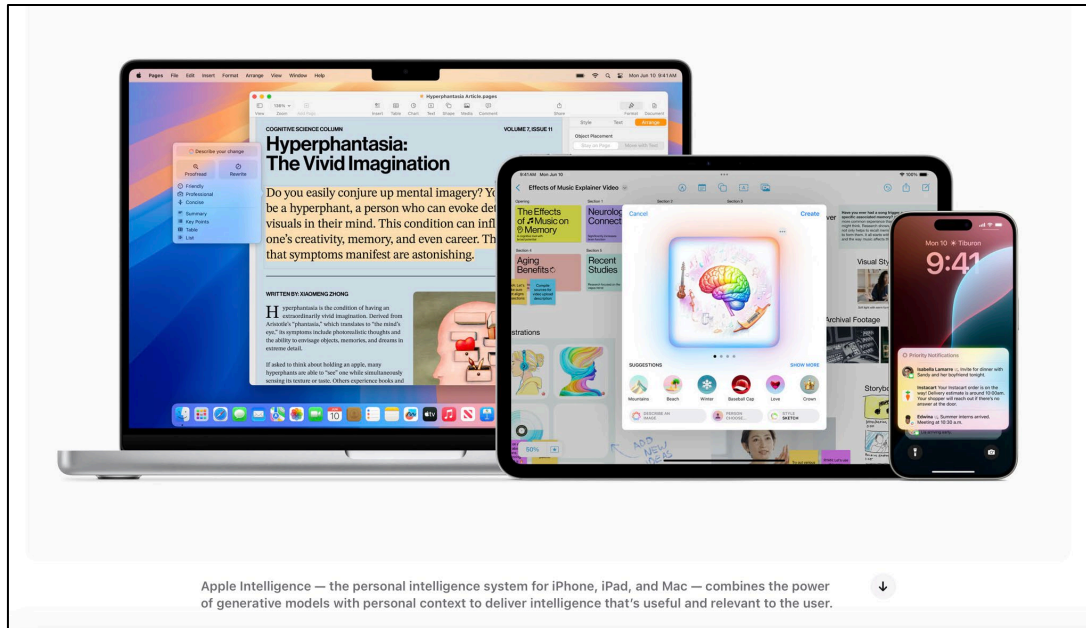
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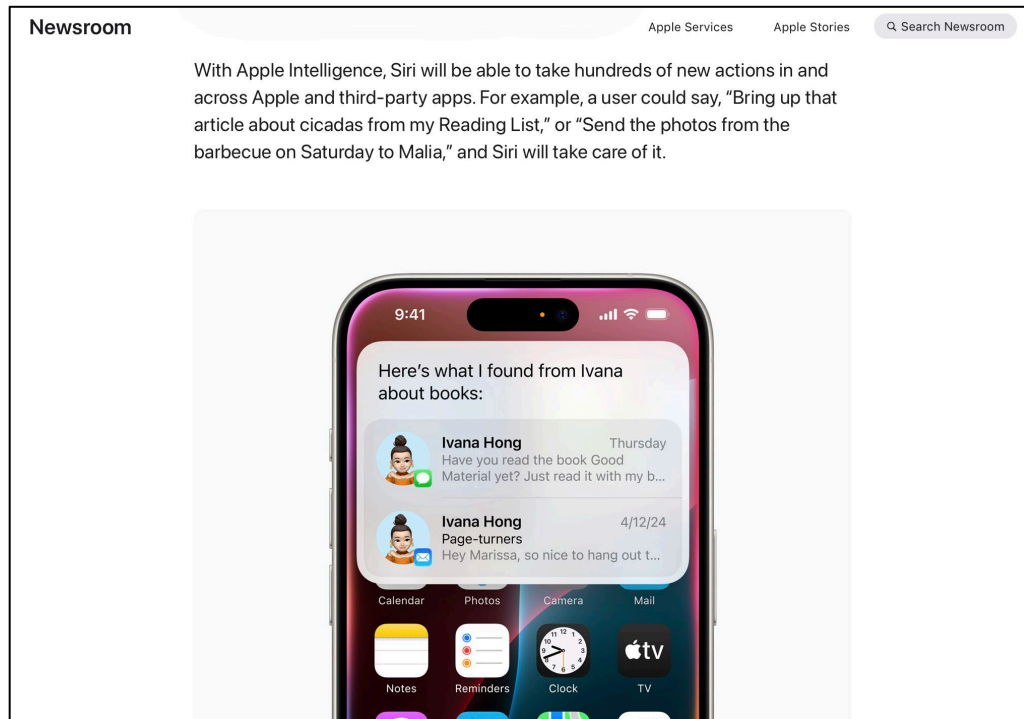
<sup>8</sup> Screenshot of “iPhone 16 Pro” from Apple’s “Apple Intelligence” online advertisement released in September 2024.



1 **Figure 4**<sup>9</sup>



12 **Figure 5**<sup>10</sup>



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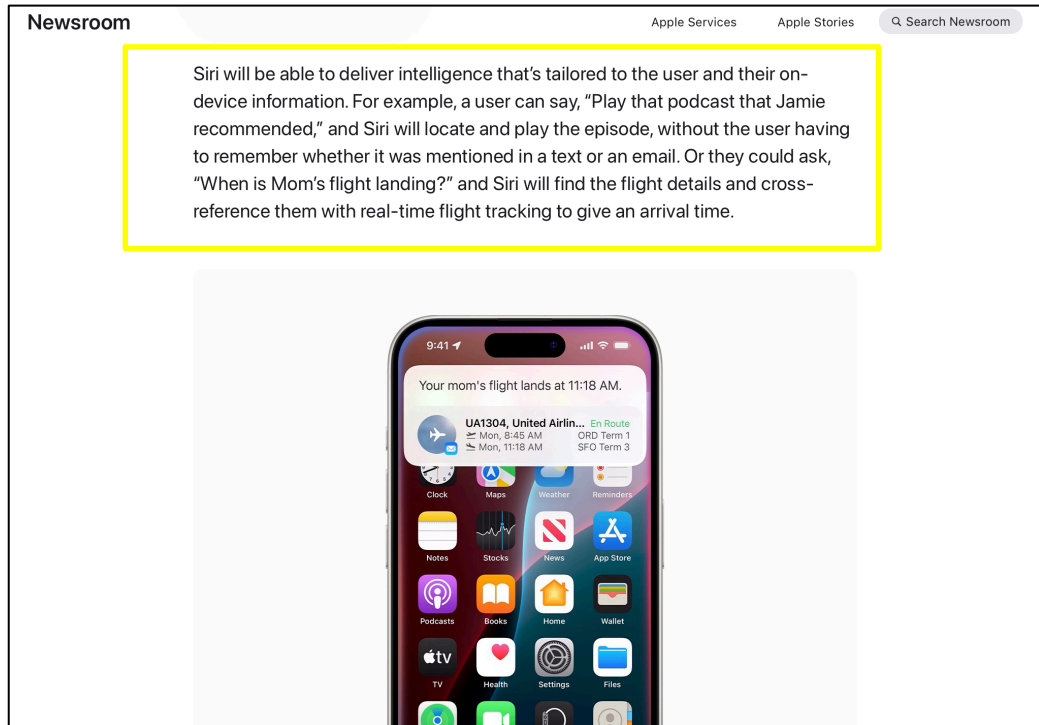
26 <sup>9</sup> Image from Apple’s official website, announcing “Apple Intelligence”. See <https://www.apple.com/newsroom/2024/06/introducing-apple-intelligence-for-iphone-ipad-and-mac/>.

27 <sup>10</sup> Image from Apple’s official website, announcing Siri’s AI-powered advanced features. See <https://www.apple.com/newsroom/2024/06/introducing-apple-intelligence-for-iphone-ipad-and-mac/>.

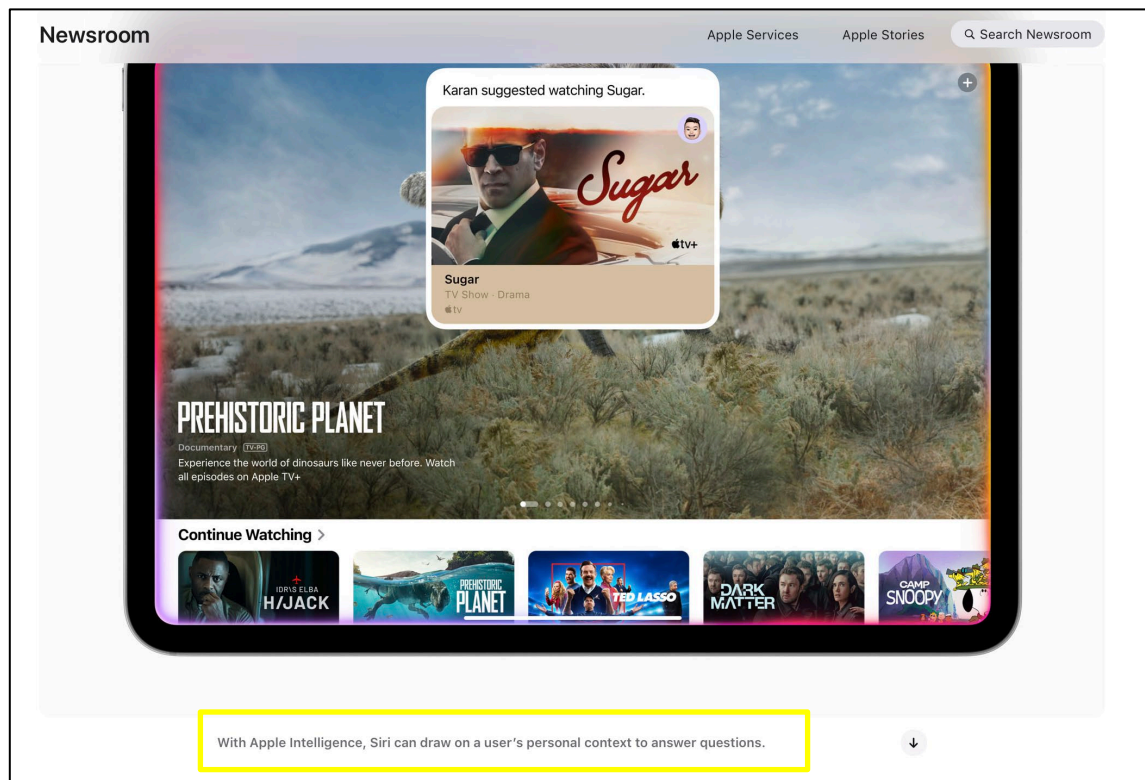
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1 **Figure 6**<sup>11</sup>



14 **Figure 7**<sup>12</sup>



<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

1           21. **Consumer Demand for Artificial Intelligence Products.** Consumers are  
 2 increasingly seeking sophisticated artificial intelligence software for their phones and electronic  
 3 products. According to a recent survey, 60% of consumers now consider AI features important when  
 4 choosing their next smartphone, including 21% who say AI features are very important.<sup>13</sup> AI-  
 5 powered Voice Assistants, such as Siri, are considered most useful and sought after by consumers.<sup>14</sup>

6           22. **Challenged Representations on the Products' Advertising and Marketing.**  
 7 Defendant takes advantage of consumers' desire for cutting-edge artificial intelligence software and  
 8 features on their phones, especially as Apple has been facing competition from other large  
 9 smartphone manufacturers like Samsung and Google's Android.<sup>15</sup>

10           23. **Primary Dual Objectives.** Plaintiff brings this action individually and in a  
 11 representative capacity on behalf of those similarly situated consumers who purchased the Products  
 12 during the relevant Class Period (defined *infra*), for dual primary objectives. **One**, Plaintiff seeks,  
 13 on Plaintiff's individual behalf and on behalf of the Class, a monetary recovery of the price premium  
 14 Plaintiff and consumers have overpaid for the Products as a result of the Challenged  
 15 Representations, as consistent with permissible law (including, for example, damages,<sup>16</sup> restitution,  
 16 disgorgement, and any applicable penalties/punitive damages solely as to those causes of action so  
 17 permitted). **Two**, Plaintiff seeks on Plaintiff's individual behalf and on behalf of the Class and the  
 18 public, injunctive relief to remedy the deceptive conduct. Injunctive relief is necessary to stop any  
 19 current and future false advertising and otherwise remedy prior false advertising. Injunctive relief  
 20 could require Defendant to change its business practices, which may include one or more of the  
 21 following: removal or modification of the Challenged Representations; disclosure of the Product's  
 22 prior false advertising and removal or modification of the Challenged Representations, including a  
 23 corrective advertising campaign to correct its prior false and misleading representations;

24 \_\_\_\_\_  
 25 <sup>13</sup> Rishad Dsouza, *AI on smartphones – what features do consumers value most?* YOUNG (Sept.  
 26 30, 2024) <https://business.yougov.com/content/50614-ai-on-smartphones-what-features-do-consumers-value-most>.

27 <sup>14</sup> *Id.*

28 <sup>15</sup> Daniel Howley, *Apple's AI Strategy Is Showing Troubling Cracks*, YAHOO FINANCE (Mar. 12, 2025) <https://finance.yahoo.com/news/apples-ai-strategy-is-showing-troubling-cracks-150559429.html>.

<sup>16</sup> Except as to the Consumer Legal Remedies Act ("CLRA") claim.

1 modification of the Products so that they live up to the Challenged Representations; and/or  
2 discontinuance of the Products’ manufacture, marketing, and/or sale.

3 **II. JURISDICTION**

4 24. This Court has original jurisdiction over this action pursuant to the Class Action  
5 Fairness Act of 2005, 28 U.S.C. § 1332(d), because the proposed Class consists of 100 or more  
6 members; the amount in controversy exceeds \$5,000,000, exclusive of costs and interest; and  
7 minimal diversity exists. This Court also has supplemental jurisdiction over the state law claims  
8 pursuant to 28 U.S.C. § 1367.

9 25. This Court has personal jurisdiction over Defendant because Defendant purposefully  
10 availed itself of this forum by conducting substantial business within California such that Defendant  
11 has significant, continuous, and pervasive contacts with the State of California.

12 **III. VENUE**

13 26. Venue is proper in this District under 28 U.S.C. § 1391 because Defendant resides in  
14 this District, and a substantial part of the events giving rise to Plaintiff’s claims occurred in this  
15 District.

16 **IV. PARTIES**

17 27. **Plaintiff Peter Landsheft** is a citizen of California and has resided in San Diego,  
18 California, at all times relevant to this Complaint. Plaintiff purchased the Apple iPhone 16 Pro Max  
19 from Apple in October 2024, via his phone carrier, after relying on Apple’s pervasive marketing  
20 campaign and believing that his new phone would contain the increased AI capabilities that  
21 Defendant repeatedly touted as part of its advertising.

22 28. **Reliance on Challenged Labeling Claims.** In deciding to make the purchase,  
23 Plaintiff viewed and relied on Apple’s advertising and marketing, including the Challenged  
24 Representations, leading Plaintiff to believe that the iPhone 16, would have the capabilities  
25 advertised, including the new features as part of “Apple Intelligence.” Plaintiff relied heavily on  
26 this when deciding to purchase the Product.

27 29. **No Actual Knowledge of Falsity.** At the time of purchase, Plaintiff did not know the  
28 Challenged Representations were false—i.e., that the iPhone would not be equipped with

1 capabilities and features advertised.

2 30. **No Notice of Contradictions.** Plaintiff did not notice any disclaimer, qualifier, or  
3 other explanatory statement or information on the Products’ advertising and marketing that  
4 contradicted the prominent Challenged Representations or otherwise suggested that the iPhone  
5 would not have the advertised capabilities.

6 31. **Causation/Damages.** Plaintiff would not have purchased the Products or would not  
7 have paid as much for the Products, had Defendant not made the false and misleading Challenged  
8 Representations and/or had Plaintiff otherwise known that the Challenged Representations were not  
9 true—i.e., that the Products did not contain the capabilities that had been promised with Apple  
10 Intelligence.

11 32. **Desire to Repurchase.** Plaintiff desires to purchase Defendant’s products again if the  
12 Challenged Representations were true—i.e., if Defendant’s products actually had the capabilities  
13 advertised including the Apple Intelligence and advanced Siri features.

14 33. **Lack of Personal Knowledge/Expertise to Determine Truth.** Plaintiff is not  
15 personally familiar with the technology behind the Products or their manufacturing and  
16 development, as Plaintiff does not possess any specialized knowledge, skill, experience, or  
17 education in artificial intelligence or smartphone software. Plaintiff in the future would therefore be  
18 unable to determine whether the Products’ Challenged Representations are true—i.e., whether the  
19 capabilities of the Products are in fact as advertised.

20 34. **Inability to Rely.** Plaintiff is, and continues to be, unable to rely on the truth of the  
21 Challenged Representations on the Products’ advertising and marketing.

22 35. **Plaintiff’s and Public’s Future Harm.** Defendant continues to market and sell the  
23 Products and has not taken appropriate action to make clear the falsity or misleading nature of the  
24 Challenged Representations. Accordingly, Plaintiff is at risk of reasonably, but  
25 incorrectly, assuming that Defendant has fixed the products to perform as advertised and that its  
26 product features are accurately described.

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1 39. The smartphone industry is expected to rapidly grow, in part due to Generative AI.  
 2 The “Gen AI smartphone” is projected to be the fastest-growing segment in the smartphone  
 3 category, outperforming the non-AI smartphone segment.<sup>21</sup>

4 **B. Apple Behind in the Artificial Intelligence “Arms Race”**

5 40. As tech companies race to develop artificial intelligence technology, Apple has  
 6 struggled to keep up and is “seemingly being lapped in the AI race.” Apple has drawn criticism for  
 7 being slow to announce its AI strategy, while rivals such as Microsoft, Alphabet, Amazon, and Meta  
 8 have pulled ahead.<sup>22</sup>

9 41. Apple’s competitors, Samsung and Google, use Google’s Gemini AI platform and  
 10 continue to add more AI functionality to their devices. To compete, Apple is promising to add their  
 11 own AI features but then not delivering them.<sup>23</sup>

12 42. Getting ready to launch iOS 18, and leading up to the Products’ release, Apple  
 13 announced Apple Intelligence, even though core features did not exist and without ample time to  
 14 properly integrate the promised AI technology into Apple’s operating systems.<sup>24</sup> Consumers did not  
 15 know this truth, nor would they have any reason to because of Apple’s pervasive and purposely  
 16 false marketing campaign centered on delivering supposedly new and unprecedented AI technology  
 17 and capabilities with the iPhone 16 series. As a result, millions were falsely enticed to buy the  
 18 Products, only to find out that the promised features do not exist and may not exist for years to  
 19 come, if ever.

22 <sup>21</sup> Francisco Jeronimo, *The Rise of Gen AI Smartphones*, IDC (July 5, 2024),  
 23 <https://blogs.idc.com/2024/07/05/the-rise-of-gen-ai-smartphones/#:~:text=Market%20Opportunity,78.4%25%20for%202023%2D2028>.

24 <sup>22</sup> *Apple Intelligence has failed to boost iPhone sales*, MSN (Jan. 11, 2025),  
 25 <https://www.msn.com/en-us/technology/artificial-intelligence/apple-intelligence-has-failed-to-boost-iphone-sales-ming-chi-kuo/ar-BB1rhczl?ocid=BingNewsVerp>.

26 <sup>23</sup> Daniel Howley, *Apple's AI strategy is showing troubling cracks*, YAHOO! FINANCE (March 12,  
 27 2025), <https://finance.yahoo.com/news/apples-ai-strategy-is-showing-troubling-cracks-150559429.html>.

28 <sup>24</sup> Stevie Bonifield, *Apple Intelligence just ran into more bad news — and Siri is the problem*, YAHOO! TECH (March 3, 2025), <https://www.yahoo.com/tech/apple-intelligence-just-ran-more-202000273.html>.



1 43. For example, some sources now predict that the next-generation Siri as featured in  
 2 Apple’s deceptive advertising won’t be ready until iOS 20 in 2027 at the earliest, 3 years after the  
 3 Apple Intelligence announcement in 2024.<sup>25</sup>

4 44. Further, Bloomberg’s Mark Gurman reported that Apple executives, including  
 5 software engineer Craig Federighi, “voiced strong concerns internally that the features didn’t work  
 6 properly — or as advertised — in their personal testing.”<sup>26</sup> Sources also reported that employees in  
 7 Apple’s AI division “believe that work on the features could be scrapped altogether” and that the  
 8 features may have to be rebuilt “from scratch.”<sup>27</sup>

9 45. Apple knew it could not release the promised technology on time, if ever, and yet  
 10 continued to falsely advertise the Products, prioritizing profits over truth in its quest to regain ground  
 11 in the race for AI market share.

12 **C. The Products’ Advertising and Marketing**

13 46. Not only has Defendant marketed and advertised the Products with the Challenged  
 14 Representations, but Defendant has engaged in a marketing campaign initiated before and  
 15 continuing throughout the Class Period (defined *infra*) that repeats and reinforces the Challenged  
 16 Representations. Defendant’s pervasive advertising included online and television advertising as  
 17 well as numerous press releases, media statements, and product demonstration videos, touting non-  
 18 existent features without making clear to consumers that the Products would lack advertised  
 19 capabilities.

20 47. For example, in September 2024 Defendant released a commercial for its new iPhone  
 21 lineup, with actress Bella Ramsey showing Siri’s personalization features and upgraded experience  
 22 on the iPhone 16. This was aired extensively on television as well as online.<sup>28</sup> But in truth, the

23 \_\_\_\_\_  
 24 <sup>25</sup>Samantha Kelly, *Major Siri Redesign May Be Delayed Again, Report Says*, CNET (March 3,  
 25 2025) <https://www.cnet.com/tech/services-and-software/major-siri-redesign-may-be-delayed-again-report-says/>.

26 <sup>26</sup> Jay Peters, *Apple Delays Upgraded Siri Intelligence Longer Than We Thought*, THE VERGE  
 27 (March 7, 2025) <https://www.theverge.com/news/626035/apple-delays-upgraded-siri-intelligence-longer-than-we-thought>.

27 <sup>27</sup> *Id.*

28 <sup>28</sup> Omar Sohail, *Apple Intelligence Ad Showing New Siri Has Been Removed*, WCCFTECH (March  
 8, 2025) <https://wccftech.com/apple-intelligence-ad-showing-new-siri-has-been-removed/>.

1 Products do not have the capabilities as depicted. Following Defendant’s announcement of the  
2 “delay” of the next generation Siri on March 7, 2025, Defendant pulled this particular commercial  
3 from YouTube. Still, it has failed to retract all the similarly false representations in the market that  
4 began in the Summer of 2024, much less take any action that would adequately remedy the  
5 consumers harmed by the company’s widespread deception.

6 **D. Plaintiff and Reasonable Consumers Were Misled into Buying the Products to**  
7 **Their Detriment**

8 48. **Reasonable Consumer’s Perception.** The Challenged Representations lead  
9 reasonable consumers, like Plaintiff, into believing that the Products conform to the Challenged  
10 Representations—meaning, consumers are led to believe that the iPhone 16 would contain the  
11 capabilities advertised and perform as claimed by Apple in prior presentations and marketing of the  
12 iPhone 16.

13 49. **Materiality.** The Challenged Representations are material to reasonable consumers,  
14 including Plaintiff, in deciding to buy the Products—meaning that it is important to consumers that  
15 the iPhone 16 would contain the capabilities advertised as present in the Apple Intelligence features.  
16 Apple knew that claiming its new iPhone lineup would have these AI capabilities would be material  
17 to the public given how popular AI is generally and thus used a mirage of AI innovation, to drive  
18 sales of the iPhone 16 and to obtain an unfair competitive edge over other manufacturers actually  
19 providing advanced AI features (or not falsely promising that they do).

20 50. **Reliance.** The Class, including Plaintiff, reasonably relied on the Challenged  
21 Representations in deciding to purchase the Products.

22 51. **Falsity.** The Challenged Representations are deceptive because the Products do not  
23 contain the technical capabilities that Apple advertised.

24 52. **Consumers Lack Knowledge of Falsity.** The Class who purchased the Products,  
25 including Plaintiff, did not know and had no reason to know, at the time of purchase, that the  
26 Products’ Challenged Representations were false, misleading, deceptive, and unlawful.

27 53. **Defendant’s Knowledge.** Defendant knew, or should have known, that the  
28 Challenged Representations were false, misleading, deceptive, and unlawful, at the time that

1 Defendant manufactured, marketed, advertised, labeled, and sold the Products using the Challenged  
2 Representations to Plaintiff and the Class. Defendant intentionally and deliberately used the  
3 Challenged Representations, alongside the Products' design/purpose to cause Plaintiff and similarly  
4 situated consumers to buy the Products believing that the Challenged Representations are true.

5 a. **Knowledge of Reasonable Consumers' Perception.** Defendant knew or  
6 should have known that its false claims regarding the capabilities of the Apple  
7 Intelligence functions would mean that those consumers would believe the  
8 iPhone 16 was capable of those functions, and would induce the consumers to  
9 purchase it.

10 b. **Knowledge of Falsity.** Defendant advertised the Apple Intelligence functions  
11 for the iPhone 16 lineup knowing that it could not actually provide the  
12 capabilities that it was advertising.

13 c. **Knowledge of Materiality.** Defendant knew or should have known of the  
14 Challenged Representations' materiality to consumers. Apple advertised  
15 Apple Intelligence as a way to enhance sales of its iPhones and other products,  
16 knowing that consumers highly prized artificial intelligence capabilities.  
17 Apple made the false and misleading representations with the knowledge that  
18 the Apple Intelligence software nor the Products had the capabilities Apple  
19 claimed in order to artificially inflate demand, and the price, for the iPhone 16  
20 series.

21 d. **Defendant's Continued Deception, Despite Its Knowledge.** Defendant, as  
22 the manufacturer and marketer of the Products, had exclusive control over the  
23 Challenged Representations'—i.e., Defendant readily and easily could have  
24 stopped using the Challenged Representations to sell the Products. However,  
25 despite Defendant's knowledge of the Challenged Representations' falsity,  
26 and Defendant's knowledge that consumers reasonably rely on the  
27 representations in deciding to buy the Products, Defendant deliberately chose  
28 to market, and continue marketing, the Products with the Challenged

1 Representations thereby misleading consumers into buying or overpaying for  
2 the Products. Thus, Defendant knew, or should have known, at all relevant  
3 times, that the Challenged Representations would mislead reasonable  
4 consumers, such as Plaintiff, into buying the Products to attain the product-  
5 attributes that Defendant falsely advertised and warranted.

6 54. **Detriment.** Plaintiff and similarly situated consumers would not have purchased the  
7 Products or would not have overpaid a price premium for them, if they had known that the  
8 Challenged Representations were false and, therefore, the Products do not have the attributes  
9 claimed, promised, warranted, advertised, and/or represented. Accordingly, based on Defendant's  
10 Challenged Representations, reasonable consumers, including Plaintiff, purchased the Products to  
11 their detriment.

12 **E. No Adequate Remedy at Law**

13 55. Plaintiff and members of the Class are entitled to equitable relief as no adequate  
14 remedy at law exists.

15 a. **Broader Statutes of Limitations.** The statutes of limitations for the causes of  
16 action pled herein vary. The limitations period is four years for claims brought  
17 under the UCL, which is one year longer than the statutes of limitations under  
18 the FAL and CLRA. In addition, the statutes of limitations vary for certain  
19 states' laws for breach of warranty and unjust enrichment/restoration, between  
20 approximately 2 and 6 years. Similarly, Nationwide Class members who  
21 purchased the Products prior to the furthest reach-back under the statute of  
22 limitations for breach of warranty, will be barred from recovery if equitable  
23 relief were not permitted for restitution/unjust enrichment.

24 b. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct  
25 under the unfair prong of the UCL is broader than the other causes of action  
26 asserted herein. It includes, for example, Defendant's overall unfair marketing  
27 scheme to promote and brand the Products with the Challenged  
28 Representations, across a multitude of media platforms, over a long period of

1 time, in order to gain an unfair advantage over competitor products and to take  
2 advantage of consumers' desire for Products that comport with the Challenged  
3 Representations. The UCL also creates a cause of action for violations of law  
4 (such as statutory or regulatory requirements and court orders related to similar  
5 representations made on the type of products at issue). Thus, Plaintiff and  
6 Class members may be entitled to restitution under the UCL, while not entitled  
7 to damages under other causes of action asserted herein (e.g., the FAL requires  
8 actual or constructive knowledge of the falsity; the CLRA is limited to certain  
9 types of Plaintiff (individuals who seek or acquire, by purchase or lease, any  
10 goods or services for personal, family, or household purposes) and other  
11 statutorily enumerated conduct). Similarly, unjust enrichment/restitution is  
12 broader than breach of warranty. For example, in some states, breach of  
13 warranty may require privity of contract or pre-lawsuit notice, which are not  
14 typically required to establish unjust enrichment/restitution. Thus, Plaintiff  
15 and Class members may be entitled to recover under unjust  
16 enrichment/restitution, while not entitled to damages under breach of  
17 warranty, because they purchased the Products from third-party retailers or did  
18 not provide adequate notice of a breach prior to the commencement of this  
19 action.

20 c. **Injunctive Relief to Cease Misconduct and Dispel Misperception.**

21 Injunctive relief is appropriate on behalf of Plaintiff and members of the Class  
22 because Defendant continues to misrepresent the Products with the  
23 Challenged Representations. Injunctive relief is necessary to prevent  
24 Defendant from continuing to engage in the unfair, fraudulent, and/or unlawful  
25 conduct described herein and to prevent future harm—none of which can be  
26 achieved through available legal remedies (such as monetary damages to  
27 compensate past harm). Further, injunctive relief, in the form of a corrective  
28 advertising campaign and affirmative disclosures, is necessary to dispel the

1 public misperception about the Products that has resulted from Defendant’s  
2 unfair, fraudulent, and unlawful marketing efforts. Such disclosures would  
3 include, but are not limited to, publicly disseminated statements providing  
4 accurate information about the Product’s true nature and an advertising  
5 campaign focused on correcting the prior false and misleading statements. An  
6 injunction requiring affirmative disclosures, as well as corrective advertising,  
7 to dispel the public’s misperception and prevent the ongoing deception, is also  
8 not available through a legal remedy (such as monetary damages). In addition,  
9 Plaintiff is *currently* unable to accurately quantify the damages caused by  
10 Defendant’s future harm, because discovery and Plaintiff’s investigation have  
11 not yet completed, rendering injunctive relief all the more necessary. For  
12 example, because the court has not yet certified any class, the following  
13 remains unknown: the scope of the class, the identities of its members, their  
14 respective purchasing practices, prices of past/future sales of Products, and  
15 quantities of past/future sales of Products.

16 d. **Public Injunction.** Further, because a “public injunction” is available under  
17 the UCL, damages will not adequately “benefit the general public” in a manner  
18 equivalent to an injunction.

19 e. **California vs. Nationwide Class Claims.** The California Class Members  
20 assert additional claims based on California state law in addition to that  
21 asserted by the Nationwide Class. Dismissal of farther-reaching claims, such  
22 as restitution, would bar recovery for non-California members of the Class. In  
23 other words, legal remedies available or adequate under the California-specific  
24 causes of action have no impact on this Court’s jurisdiction to award equitable  
25 relief under the remaining causes of action asserted on behalf of non-  
26 California putative class members.

27 f. **Procedural Posture—Incomplete Discovery & Pre-Certification.** Lastly,  
28 this is an initial pleading in this action, and discovery has not yet commenced.



1 No class has been certified yet. No expert discovery has commenced. The  
2 completion of fact/non-expert and expert discovery, as well as the certification  
3 of this case as a class action, are necessary to finalize and determine the  
4 adequacy and availability of all remedies, including legal and equitable, for  
5 Plaintiff's individual claims and any certified class or subclass. Plaintiff  
6 therefore reserves Plaintiff's right to amend this complaint and/or assert  
7 additional facts that demonstrate this Court's jurisdiction to order equitable  
8 remedies where no adequate legal remedies are available for either Plaintiff  
9 and/or any certified class or subclass. Such proof, to the extent necessary, will  
10 be presented prior to the trial of any equitable claims for relief and/or the entry  
11 of an order granting equitable relief.

## 12 VI. CLASS ACTION ALLEGATIONS

13 56. **Class Definition.** Plaintiff brings this action as a class action on behalf of himself and  
14 all others similarly situated as members of the Class defined as follows:

### 15 Nationwide Class

16 All residents of the United States who, within the applicable statute of limitations  
17 periods, purchased the Products for purposes other than resale ("**Nationwide Class**");  
18 and

### 19 California Subclass

20 All residents of California who, within four years prior to the filing of this action,  
21 purchased the Products for purposes other than resale ("**California Subclass**").

22 57. Collectively, the Nationwide Class and California Subclass are referred to as the  
23 "**Classes**".

24 58. **Class Definition Exclusions.** Excluded from the Class are: (i) Defendant, its assigns,  
25 successors, and legal representatives; (ii) any entities in which Defendant has controlling interests;  
26 (iii) federal, state, and/or local governments, including, but not limited to, their departments,  
27 agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; and (iv) any  
28

1 judicial officer presiding over this matter and person within the third degree of consanguinity to  
2 such judicial officer.

3       **59. Reservation of Rights to Amend the Class Definition.** Plaintiff reserves the right to  
4 amend or otherwise alter the class definition presented to the Court at the appropriate time in  
5 response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

6       **60. Numerosity.** Members of the Class are so numerous that joinder of all members is  
7 impracticable. The Nationwide Class consists of millions of purchasers dispersed throughout the  
8 United States, and the California Subclass likewise consists of at least thousands of purchasers (if  
9 not more) dispersed throughout the State of California. Accordingly, it would be impracticable to  
10 join all members of the Class before the Court.

11       **61. Common Questions Predominate.** There are numerous and substantial questions of  
12 law or fact common to all members of the Class that predominate over any individual issues.  
13 Included within the common questions of law or fact are:

- 14       a. Whether Defendant engaged in unlawful, unfair or deceptive business  
15 practices by advertising and selling the Products;
- 16       b. Whether Defendant’s conduct of advertising and selling the Products was false  
17 or deceptive.
- 18       c. Whether Defendant’s conduct constitutes an unfair method of competition, or  
19 unfair or deceptive act or practice, in violation of Civil Code section 1750, *et*  
20 *seq.*;
- 21       d. Whether Defendant used deceptive representations in connection with the sale  
22 of the Products in violation of Civil Code section 1750, *et seq.*;
- 23       e. Whether Defendant represented that the Products have characteristics or  
24 quantities that they do not have in violation of Civil Code section 1750, *et seq.*;
- 25       f. Whether Defendant advertised the Products with intent not to sell them as  
26 advertised in violation of Civil Code section 1750, *et seq.*;

- 1           g. Whether Defendant’s advertising and marketing of the Products are
- 2           misleading in violation of Business and Professions Code section 17500, *et*
- 3           *seq.*;
- 4           h. Whether Defendant knew or by the exercise of reasonable care should have
- 5           known its advertising and marketing were and are misleading in violation of
- 6           Business and Professions Code section 17500, *et seq.*;
- 7           i. Whether Defendant’s conduct is an unfair business practice within the
- 8           meaning of Business and Professions Code section 17200, *et seq.*;
- 9           j. Whether Defendant’s conduct is a fraudulent business practice within the
- 10          meaning of Business and Professions Code section 17200, *et seq.*;
- 11          k. Whether Defendant’s conduct is an unlawful business practice within the
- 12          meaning of Business and Professions Code section 17200, *et seq.*;
- 13          l. Whether Plaintiff and the Class paid more money for the Products than they
- 14          actually received;
- 15          m. How much more money Plaintiff and the Class paid for the Products than they
- 16          actually received;
- 17          n. Whether Plaintiff and the Class are entitled to injunctive relief; and
- 18          o. Whether Defendant was unjustly enriched by its unlawful conduct.

19           62. **Predominance.** The common questions of law and fact predominate over questions  
20 that affect only individual Class Members.

21           63. **Typicality.** Plaintiff’s claims are typical of the claims of the Class Members Plaintiff  
22 seeks to represent because Plaintiff, like the Class Members, purchased Defendant’s misleading and  
23 deceptive Products. Defendant’s unlawful, unfair and/or fraudulent actions concern the same  
24 business practices described herein irrespective of where they occurred or were experienced.  
25 Plaintiff and the Class sustained similar injuries arising out of Defendant’s conduct. Plaintiff’s and  
26 Class Members’ claims arise from the same practices and course of conduct and are based on the  
27 same legal theories.

28

1           64.    **Adequacy.** Plaintiff is an adequate representative of the Class he seeks to represent  
2 because Plaintiff's interests do not conflict with the interests of the Class Members. Plaintiff will  
3 fairly and adequately protect Class Members' interests and has retained counsel experienced and  
4 competent in the prosecution of complex class actions, including complex questions that arise in  
5 consumer protection litigation.

6           65.    **Ascertainability.** Class Members can easily be identified by an examination and  
7 analysis of the business records regularly maintained by Defendant, among other records within  
8 Defendant's possession, custody, or control. Additionally, further Class Member data can be  
9 obtained through additional third-party retailers who retain customer records and order histories.  
10 All iPhones have to be registered when activated, during which time, Apple collects the information  
11 about the user including their email addresses and more – and thus maintains information regarding  
12 its purchasers.

13           66.    **Superiority and Substantial Benefit.** A class action is superior to other methods for  
14 the fair and efficient adjudication of this controversy, since individual joinder of all members of the  
15 Class is impracticable and no other group method of adjudication of all claims asserted herein is  
16 more efficient and manageable for at least the following reasons:

- 17           a.    The claims presented in this case predominate over any questions of law or  
18 fact, if any exist at all, affecting any individual member of the Class;
- 19           b.    Absent a Class, the members of the Class will continue to suffer damage and  
20 Defendant's unlawful conduct will continue without remedy while Defendant  
21 profits from and enjoy its ill-gotten gains;
- 22           c.    Given the size of individual Class Members' claims, few, if any, Class  
23 Members could afford to or would seek legal redress individually for the  
24 wrongs Defendant committed against them, and absent Class Members have  
25 no substantial interest in individually controlling the prosecution of individual  
26 actions;
- 27  
28

1 d. When the liability of Defendant has been adjudicated, claims of all members  
2 of the Class can be administered efficiently and/or determined uniformly by  
3 the Court; and

4 e. This action presents no difficulty that would impede its management by the  
5 Court as a class action, which is the best available means by which Plaintiff  
6 and Class Members can seek redress for the harm caused to them by  
7 Defendant.

8 67. **Inconsistent Rulings.** Because Plaintiff seeks relief for all members of the Class, the  
9 prosecution of separate actions by individual members would create a risk of inconsistent or varying  
10 adjudications with respect to individual members of the Class, which would establish incompatible  
11 standards of conduct for Defendant.

12 68. **Injunctive/Declaratory Relief.** The prerequisites to maintaining a class action for  
13 injunctive or equitable relief are met as Defendant has acted or refused to act on grounds generally  
14 applicable to the Class, thereby making appropriate final injunctive or declaratory relief with respect  
15 to the Class as a whole.

16 69. **Manageability.** Plaintiff and Plaintiff's counsel are unaware of any difficulties that  
17 are likely to be encountered in the management of this action that would preclude its maintenance  
18 as a class action.

19 **VII. CAUSES OF ACTION**

20 **COUNT ONE**

21 **Violation of California Unfair Competition Law**

22 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

23 ***(On Behalf of the California Subclass and the Nationwide Class)***

24 70. **Incorporation by Reference.** Plaintiff restates and realleges the preceding factual  
25 allegations set forth above as if fully alleged herein.

26 71. **California Subclass.** This cause of action is brought pursuant to Business and  
27 Professions Code Section 17200, *et seq.*, on behalf of Plaintiff and a California Subclass who  
28 purchased the Products within the applicable statute of limitations.

1           72. **The UCL.** California Business & Professions Code, sections 17200, *et seq.* (the  
2 “UCL”) prohibits unfair competition and provides, in pertinent part, that “unfair competition shall  
3 mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or  
4 misleading advertising.”

5           73. **False Advertising Claims.** Defendant, in its pervasive advertising and marketing of  
6 the Products, made misleading statements regarding the quality and characteristics of the Products—  
7 specifically, the Challenged Representations regarding the capabilities of Apple Intelligence.  
8 Instead, the Products lacked the advertised functionality of Apple Intelligence, failing to perform  
9 tasks and provide features as represented in Defendant's marketing materials. Furthermore, contrary  
10 to Defendant’s claims of advanced AI capabilities, the Products offered a significantly limited or  
11 entirely absent version of Apple Intelligence, misleading consumers about its actual utility and  
12 performance. Worse yet, Defendant promoted its Products based on these overstated AI capabilities,  
13 leading consumers to believe they were purchasing a device with features that did not exist or were  
14 materially misrepresented. Such claims were made by Defendant in marketing its product.

15           74. **Defendant’s Deliberately Fraudulent Marketing Scheme.** Defendant does not  
16 have any reasonable basis for the claims about the Products made in Defendant’s advertising  
17 because the Products lack the advertised capabilities of Apple Intelligence. Thus, the claims  
18 regarding the advanced AI features are not capable of performing as advertised, and the Products  
19 fail to deliver the advertised functionality for everyday use and during various activities, as directed  
20 and intended by Defendant. Further, the Products are promoted for their sophisticated AI, leading  
21 consumers to expect a level of intelligence that is not actually present. Defendant knew (and knows)  
22 that the Products do not possess the advertised Apple Intelligence capabilities, posing a  
23 misrepresentation of their functionality, and yet Defendant intentionally advertised and marketed  
24 the Products to deceive reasonable consumers and continues to do so presently.

25           75. **Misleading Advertising Claims Cause Purchase of Products.** Defendant’s  
26 advertising and marketing of the Products led to, and continues to lead to, reasonable consumers,  
27 including Plaintiff, believing that the Products possess the advanced AI capabilities Apple  
28 advertised, and, thus, are equipped with the specific capabilities advertised.



1           76. **Injury in Fact.** Plaintiff and the California Subclass have suffered injury in fact and  
2 have lost money or property as a result of and in reliance upon the Challenged Representations—  
3 namely Plaintiff and the California Subclass lost the purchase price for the Products they bought  
4 from the Defendant.

5           77. **Conduct Violates the UCL.** Defendant’s conduct, as alleged herein, constitutes  
6 unfair, unlawful, and fraudulent business practices pursuant to the UCL. The UCL prohibits unfair  
7 competition and provides, in pertinent part, that “unfair competition shall mean and include  
8 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading  
9 advertising.” Cal. Bus & Prof. Code § 17200. In addition, Defendant’s use of various forms of  
10 advertising media to advertise, call attention to, or give publicity to the sale of goods or merchandise  
11 that are not as represented in any manner constitutes unfair competition, unfair, deceptive, untrue  
12 or misleading advertising, and an unlawful business practice within the meaning of Business and  
13 Professions Code Sections 17200 and 17531, which advertisements have deceived and are likely to  
14 deceive the consuming public, in violation of Business and Professions Code Section 17200.

15           78. **No Reasonably Available Alternatives/Legitimate Business Interests.** Defendant  
16 failed to avail itself of reasonably available, lawful alternatives to further its legitimate business  
17 interests.

18           79. **Business Practice.** All of the conduct alleged herein occurred and continues to occur  
19 in Defendant’s business. Defendant’s wrongful conduct is part of a pattern, practice and/or  
20 generalized course of conduct, which will continue on a daily basis until Defendant voluntarily  
21 alters its conduct or Defendant is otherwise ordered to do so.

22           80. **Injunction.** Pursuant to Business and Professions Code Sections 17203 and 17535,  
23 Plaintiff and the members of the California Subclass seek an order of this Court enjoining Defendant  
24 from continuing to engage, use, or employ its practice of false and deceptive advertising and  
25 marketing of the Products. Likewise, Plaintiff and the members of the California Subclass seek an  
26 order requiring Defendant to disclose such misrepresentations, and to preclude Defendant’s failure  
27 to disclose the existence and significance of said misrepresentations.  
28

1           81.    **Causation/Damages.** As a direct and proximate result of Defendant’s misconduct in  
2 violation of the UCL, Plaintiff and members of the California Subclass were harmed in the amount  
3 of the purchase price they paid for the Products. Further, Plaintiff and members of the California  
4 Subclass have suffered and continue to suffer economic losses and other damages including, but not  
5 limited to, the amounts paid for the Products, and any interest that would have accrued on those  
6 monies, in an amount to be proven at trial. Accordingly, Plaintiff seeks a monetary award for  
7 violation of the UCL in damages, restitution, and/or disgorgement of ill-gotten gains to compensate  
8 Plaintiff and the California Subclass for said monies, as well as injunctive relief to enjoin  
9 Defendant’s misconduct to prevent ongoing and future harm that will result.

10           82.    **Punitive Damages.** Plaintiff seeks punitive damages pursuant to this cause of action  
11 for violation of the UCL on behalf of Plaintiff and the California Subclass. Defendant’s unfair,  
12 fraudulent, and unlawful conduct described herein constitutes malicious, oppressive, and/or  
13 fraudulent conduct warranting an award of punitive damages as permitted by law. Defendant’s  
14 misconduct is malicious as Defendant acted with the intent to cause Plaintiff and consumers to pay  
15 for Products that they were not, in fact, receiving. Defendant willfully and knowingly disregarded  
16 the rights of Plaintiff and consumers as Defendant was, at all times, aware of the probable dangerous  
17 consequences of its conduct and deliberately failed to avoid misleading consumers, including  
18 Plaintiff. Defendant’s misconduct is oppressive as, at all relevant times, said conduct was so vile,  
19 base, and/or contemptible that reasonable people would look down upon it and/or otherwise would  
20 despise such corporate misconduct. Said misconduct subjected Plaintiff and consumers to cruel and  
21 unjust hardship in knowing disregard of their rights. Defendant’s misconduct is fraudulent as  
22 Defendant intentionally misrepresented and/or concealed material facts with the intent to deceive  
23 Plaintiff and consumers. The wrongful conduct constituting malice, oppression, and/or fraud was  
24 committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or managing  
25 agents of Defendant.

26           83.    For all Class members outside of the California Subclass, these claims are brought  
27 under the relevant consumer protection statute for the state in which they reside. For each state, the  
28 relevant statutes are as follows: Alabama—Deceptive Trade Practices Act (Ala. Code § 8-19-1, *et*

1 *seq.*); Alaska—Unfair Trade Practices and Consumer Protection Act (Alaska Stat. § 45.50.471, *et*  
2 *seq.*); Arizona—Consumer Fraud Act (Ariz. Rev. Stat. Ann. § 44-1521, *et seq.*); Arkansas—  
3 Deceptive Trade Practices Act (Ark. Code Ann. § 4-88-101, *et seq.*); Colorado—Consumer  
4 Protection Act (Colo. Rev. Stat. § 6-1-101, *et seq.*); Connecticut—Connecticut Unfair Trade  
5 Practices Act (Conn. Gen. Stat. § 42-110a, *et seq.*); Delaware—Consumer Fraud Act (Del. Code  
6 Ann. tit. 6, § 2511, *et seq.*); District of Columbia—D.C. Code § 28-3901, *et seq.*; Florida—  
7 Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.20, *et seq.*); Georgia—Fair Business  
8 Practices Act (Ga. Code Ann. § 10-1-390, *et seq.*); Hawaii—Haw. Rev. Stat. § 480-1, *et seq.*);  
9 Idaho—Consumer Protection Act (Idaho Code Ann. § 48-601, *et seq.*); Illinois—Consumer Fraud  
10 and Deceptive Business Practices Act (815 Ill. Comp. Stat. 505/1, *et seq.*); Indiana—Deceptive  
11 Consumer Sales Act (Ind. Code § 24-5-0.5-1, *et seq.*); Iowa—Iowa Code § 7.14.16, *et seq.*);  
12 Kansas—Consumer Protection Act (Kan. Stat. Ann. § 50-623, *et seq.*); Kentucky—Consumer  
13 Protection Act (Ky. Rev. Stat. Ann. § 367.110, *et seq.*); Louisiana—Unfair Trade Practices and  
14 Consumer Protection Law (La. Rev. Stat. Ann. § 51:1401, *et seq.*); Maine—Unfair Trade Practices  
15 Act (Me. Rev. Stat. Ann. tit. 5, § 205A, *et seq.*); Maryland—Maryland Consumer Protection Act  
16 (Md. Code Ann., Com. Law § 13-101, *et seq.*); Massachusetts—Regulation of Business Practice  
17 and Consumer Protection Act (Mass. Gen. Laws Ann. ch. 93A, §§ 1-11); Minnesota—False  
18 Statement in Advertising Act (Minn. Stat. § 8.31, Minn. Stat. § 325F.67), Prevention of Consumer  
19 Fraud Act (Minn. Stat. § 325F.68, *et seq.*); Mississippi—Consumer Protection Act (Miss. Code  
20 Ann. § 75-24, *et seq.*); Missouri—Merchandising Practices Act (Mo. Rev. Stat. § 407.010, *et seq.*);  
21 Montana—Unfair Trade Practices and Consumer Protection Act (Mont. Code. Ann. § 30-14-101,  
22 *et seq.*); Nebraska—Consumer Protection Act (Neb. Rev. Stat. § 59-1601); Nevada—Trade  
23 Regulation and Practices Act (Nev. Rev. Stat. § 598.0903, *et seq.*, Nev Rev. Stat. § 41.600); New  
24 Hampshire—Consumer Protection Act (N.H. Rev. Stat. Ann. § 358-A:1, *et seq.*); New Jersey—N.J.  
25 Stat. Ann. § 56:8-1, *et seq.*); New Mexico—Unfair Practices Act (N.M. Stat. § 57-12-1, *et seq.*);  
26 New York—N.Y. Gen. Bus. Law §§ 349, 350, N.Y. Exec. Law § 63(12); North Carolina—N.C.  
27 Gen. Stat. § 75-1.1, *et seq.*); North Dakota—N.D. Cent. Code § 51-15-01, *et seq.*); Ohio—Consumer  
28 Sales Practices Act (Ohio Rev. Code Ann. § 1345.01, *et seq.*); Oklahoma—Consumer Protection

1 Act (Okla. Stat. tit. 15, § 751, *et seq.*); Oregon—Unlawful Trade Practices Law (Or. Rev. Stat. §  
2 646.605, *et seq.*); Pennsylvania—Unfair Trade Practices and Consumer Protection Law (73 Pa. Stat.  
3 Ann. § 201-1, *et seq.*); Rhode Island—Unfair Trade Practice and Consumer Protection Act (R.I.  
4 Gen. Laws § 6-13.1-1, *et seq.*); South Carolina—Unfair Trade Practices Act (S.C. Code Ann. § 39-  
5 5-10, *et seq.*); South Dakota—Deceptive Trade Practices and Consumer Protection Law (S.D.  
6 Codified Laws § 37-24-1, *et seq.*); Tennessee—Consumer Protection Act (Tenn. Code Ann. § 47-  
7 18-101, *et seq.*); Texas—Deceptive Trade Practices—Consumer Protection Act (Tex. Bus. & Com.  
8 Code Ann. § 17.41, *et seq.*); Utah—Consumer Sales Practices Act (Utah Code Ann. § 13-11-1, *et*  
9 *seq.*); Vermont—Consumer Fraud Act (Vt. Stat. Ann. tit. 9, § 2451, *et seq.*); Virginia—Consumer  
10 Protection Act (Va. Code Ann. § 59.1-196, *et seq.*); Washington—Consumer Protection Act (Wash.  
11 Rev. Code § 19.86.010, *et seq.*); West Virginia—W. Va. Code § 46A-6-101, *et seq.*); Wisconsin—  
12 Wis. Stat. § 100.18, 100.20; Wyoming—Consumer Protection Act (Wyo. Stat. Ann. § 40-12-101,  
13 *et seq.*).

#### 14 “Unfair” Prong

15 84. **Unfair Standard.** Under the UCL, a challenged activity is “unfair” when “any injury  
16 it causes outweighs any benefits provided to consumers and the injury is one that the consumers  
17 themselves could not reasonably avoid.” *Camacho v. Auto Club of Southern California*, 142 Cal.  
18 App. 4th 1394, 1403 (2006).

19 85. **Injury.** Defendant’s action of falsely advertising the Products with the Challenged  
20 Representations encouraged consumers to purchase the Products with the expectation that the Apple  
21 Intelligence features would be as capable as advertised. However, the Apple Intelligence features  
22 do not perform as advertised, causing financial injuries to consumers, who do not receive Products  
23 commensurate with their reasonable expectations, overpay for the Products, and receive Products  
24 of lesser standards than what they reasonably expected to receive. Consumers cannot avoid any of  
25 the injuries caused by Defendant’s deceptive advertising and marketing of the Products.  
26 Accordingly, the injuries caused by Defendant’s deceptive advertising and marketing outweigh any  
27 benefits.  
28

1           86.    **Balancing Test.** Some courts conduct a balancing test to decide if a challenged  
2 activity amounts to unfair conduct under California Business and Professions Code Section 17200.  
3 They “weigh the utility of the defendant’s conduct against the gravity of the harm to the alleged  
4 victim.” *Davis v. HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

5           87.    **No Utility.** Here, Defendant’s conduct of advertising the Products as having artificial  
6 intelligence capabilities they do not actually have results in financial harm to consumers. Thus, the  
7 utility of Defendant’s conduct is vastly outweighed by the gravity of its harm.

8           88.    **Legislative Declared Policy.** Some courts require that “unfairness must be tethered  
9 to some legislative declared policy or proof of some actual or threatened impact on competition.”  
10 *Lozano v. AT&T Wireless Servs. Inc.*, 504 F. 3d 718, 735 (9th Cir. 2007).

11           89.    **Unfair Conduct.** Defendant’s advertising and marketing of the Products, as alleged  
12 herein, is deceptive, misleading, and unreasonable, and constitutes unfair conduct. Defendant knew  
13 or should have known of its unfair conduct. Defendant’s misrepresentations constitute an unfair  
14 business practice within the meaning of California Business and Professions Code Section 17200.

15           90.    **Reasonably Available Alternatives.** There existed reasonably available alternatives  
16 to further Defendant’s legitimate business interests, other than the conduct described herein.  
17 Defendant could have refrained from labeling the Products with the Challenged Representations.

18           91.    **Defendant’s Wrongful Conduct.** All of the conduct alleged herein occurs and  
19 continues to occur in Defendant’s business. Defendant’s wrongful conduct is part of a pattern or  
20 generalized course of conduct repeated on thousands of occasions daily.

21           92.    **Injunction.** Pursuant to Business and Professions Code Sections 17203, Plaintiff and  
22 the California Subclass seek an order of this Court enjoining Defendant from continuing to engage,  
23 use, or employ its practices of advertising and marketing the Products with the Challenged  
24 Representations.

25           93.    **Causation/Damages.** Plaintiff and the California Subclass have suffered injury in  
26 fact, have lost money and purchased an inferior product as a result of Defendant’s unfair conduct.  
27 Plaintiff and the California Subclass paid an unwarranted premium for these Products. Specifically,  
28 Plaintiff and the California Subclass paid for Products which were advertised as having advanced

1 artificial intelligence capabilities that were at least as good as, if not better, than the products of  
2 other competitors in the market. Plaintiff and the California Subclass would not have purchased the  
3 Products, or would have paid substantially less for the Products, if they had known that the Products’  
4 advertising and marketing were deceptive. Accordingly, Plaintiff seeks damages, restitution and/or  
5 disgorgement of ill-gotten gains pursuant to the UCL.

6 **“Fraudulent” Prong**

7 94. **Fraud Standard.** The UCL considers conduct fraudulent (and prohibits said conduct)  
8 if it is likely to deceive members of the public. *Bank of the West v. Superior Court*, 2 Cal. 4th 1254,  
9 1267 (1992).

10 95. **Fraudulent & Material Challenged Representations.** Defendant used the  
11 Challenged Representations with the intent to sell the Products to consumers, including Plaintiff  
12 and the California Subclass. The Challenged Representations are deceptive, and Defendant knew,  
13 or should have known, of its deception. The Challenged Representations are likely to mislead  
14 consumers into purchasing the Products because they are material to the average, ordinary, and  
15 reasonable consumer.

16 96. **Fraudulent Business Practice.** As alleged herein, the misrepresentations by  
17 Defendant constitute a fraudulent business practice in violation of California Business &  
18 Professions Code Section 17200.

19 97. **Reasonable and Detrimental Reliance.** Plaintiff and the California Subclass  
20 reasonably and detrimentally relied on the material and deceptive Challenged Representations to  
21 their detriment in that they purchased the Products.

22 98. **Reasonably Available Alternatives.** Defendant has reasonably available alternatives  
23 to further its legitimate business interests, other than the conduct described herein. Defendant could  
24 have refrained from labeling the Products with the Challenged Representations.

25 99. **Business Practice.** All of the conduct alleged herein occurs and continues to occur in  
26 Defendant’s business. Defendant’s wrongful conduct is part of a pattern or generalized course of  
27 conduct.  
28





1 Professions Code sections 17200-17208. Additionally, Defendant's misrepresentations of material  
2 facts, as set forth herein, violate California Civil Code sections 1572, 1573, 1709, 1710, 1711, and  
3 1770, as well as the common law claims stated in this lawsuit.

4 106. **Unlawful Conduct.** Defendant's advertising and marketing of the Products, as  
5 alleged herein, are deceptive, misleading, and unreasonable, and constitute unlawful conduct.  
6 Defendant knew or should have known of its unlawful conduct.

7 107. **Reasonably Available Alternatives.** Defendant had reasonably available alternatives  
8 to further its legitimate business interests, other than the conduct described herein. Defendant could  
9 have refrained from advertising the Products with the Challenged Representations.

10 108. **Business Practice.** All of the conduct alleged herein occurs and continues to occur in  
11 Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized course of  
12 conduct.

13 109. **Injunction.** Pursuant to Business and Professions Code Section 17203, Plaintiff and  
14 the California Subclass seek an order of this Court enjoining Defendant from continuing to engage,  
15 use, or employ its practice of deceptive advertising of the Products.

16 110. **Causation/Damages.** Plaintiff and the California Subclass have suffered injury in fact  
17 and have lost money as a result of Defendant's unlawful conduct. Plaintiff and the California  
18 Subclass paid an unwarranted premium for the Products. Plaintiff and the California Subclass would  
19 not have purchased the Products if they had known that the Products were not equipped with the  
20 capabilities being advertised. Accordingly, Plaintiff seeks damages, restitution and/or disgorgement  
21 of ill-gotten gains pursuant to the UCL.

22 **COUNT TWO**

23 **Violation of California False Advertising Law**

24 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**

25 **(*On Behalf of the California Subclass*)**

26 111. **Incorporation by reference.** Plaintiff restates and realleges the preceding factual  
27 allegations set forth above as if fully alleged herein.  
28

1           112. **California Subclass.** Plaintiff brings this claim individually and on behalf of the  
2 California Subclass who purchased the Products within the applicable statute of limitations.

3           113. **FAL Standard.** The False Advertising Law, codified at Cal. Bus. & Prof. Code  
4 section 17500, *et seq.*, prohibits “unfair, deceptive, untrue or misleading advertising[.]”

5           114. **Material Challenged Representations Disseminated to Public.** Defendant violated  
6 section 17500 when it advertised and marketed the Products through the unfair, deceptive, and  
7 misleading Challenged Representations disseminated to the public through the Products’ advertising  
8 and marketing. These representations were deceptive because the Products do not conform to them.  
9 The representations were material because they are likely to mislead a reasonable consumer into  
10 purchasing the Products.

11           115. **Knowledge.** In making and disseminating the representations alleged herein,  
12 Defendant knew or should have known that the representations were untrue or misleading, and acted  
13 in violation of § 17500.

14           116. **Intent to Sell.** Defendant’s Challenged Representations were specifically designed to  
15 induce reasonable consumers, like Plaintiff and the California Subclass, to purchase the Products.

16           117. **Causation/Damages.** As a direct and proximate result of Defendant’s misconduct in  
17 violation of the FAL, Plaintiff and members of the California Subclass were harmed in the amount  
18 of the purchase price they paid for the Products. Further, Plaintiff and members of the Class have  
19 suffered and continue to suffer economic losses and other damages including, but not limited to, the  
20 amounts paid for the Products, and any interest that would have accrued on those monies, in an  
21 amount to be proven at trial. Accordingly, Plaintiff seeks a monetary award for violation of the FAL  
22 in damages, restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff and the  
23 California Subclass for said monies, as well as injunctive relief to enjoin Defendant’s misconduct  
24 to prevent ongoing and future harm that will result, as well as a corrective advertising campaign to  
25 correct prior misrepresentations.

26           118. **Punitive Damages.** Defendant’s unfair, fraudulent, and unlawful conduct described  
27 herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive  
28 damages as permitted by law. Defendant’s misconduct is malicious as Defendant acted with the

1 intent to cause Plaintiff and consumers to pay for a Product that they were not, in fact, receiving.  
2 Defendant willfully and knowingly disregarded the rights of Plaintiff and consumers as Defendant  
3 was aware of the probable dangerous consequences of their conduct and deliberately failed to avoid  
4 misleading consumers, including Plaintiff. Defendant's misconduct is oppressive and subjected  
5 Plaintiff and consumers to unjust hardship, and knowingly disregarded their rights.  
6 Defendant's misconduct is fraudulent as Defendant, at all relevant times, intentionally  
7 misrepresented and/or concealed material facts with the intent to deceive Plaintiff and  
8 consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed,  
9 authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of  
10 Defendant.

### 11 COUNT THREE

#### 12 **Violation of California Consumers Legal Remedies Act**

13 **(Cal. Civ. Code §§ 1750, et seq.)**

14 ***(On Behalf of the California Subclass)***

15 119. **Incorporation by Reference.** Plaintiff restates and realleges the preceding factual  
16 allegations set forth above as if fully alleged herein.

17 120. **California Subclass.** Plaintiff brings this claim individually and on behalf of the  
18 California Subclass who purchased the Products within the applicable statute of limitations.

19 121. **CLRA Standard.** The CLRA provides that “unfair methods of competition and unfair  
20 or deceptive acts or practices undertaken by any person in a transaction intended to result or which  
21 results in the sale or lease of goods or services to any consumer are unlawful.”

22 122. **Goods/Services.** The Products are “goods,” as defined by the CLRA in California  
23 Civil Code §1761(a) because they are tangible objects that Plaintiff and the Class purchased  
24 primarily for personal, family, or household purposes.

25 123. **Defendant.** Defendant is a “person,” as defined by the CLRA in California Civil Code  
26 §1761(c) because it is a corporation.

27 124. **Consumers.** Plaintiff and members of the California Subclass are “consumers,” as  
28 defined by the CLRA in California Civil Code §1761(d) because they are individuals who purchased

1 the Products for personal, family, or household purposes.

2 125. **Transactions.** The purchase of the Products by Plaintiff and members of the  
3 California Subclass are “transactions” as defined by the CLRA under California Civil Code section  
4 1761(e) because Plaintiff entered into an agreement with Defendant or its authorized vendors to  
5 purchase the Products.

6 126. **Violations of the CLRA.** Defendant violated the following sections of the CLRA by  
7 selling the Products to Plaintiff and the California Subclass through the misleading, deceptive, and  
8 fraudulent Challenged Representations:

- 9 a. Section 1770(a)(5) by representing that the Products have “characteristics, . . .  
10 . . . uses [or] benefits . . . which they do not have.”
- 11 b. Section 1770(a)(7) by representing that the Products “are of a particular  
12 standard, quality, or grade . . . when they are of another.”
- 13 c. Section 1770(a)(9) by advertising the Products “with [the] intent not to sell []  
14 as advertised.”

15 127. **Knowledge.** Defendant’s uniform and material representations regarding the Products  
16 were likely to deceive, and Defendant knew or should have known that its Challenged  
17 Representations were misleading.

18 128. **Malicious.** Defendant’s conduct is malicious, fraudulent, and wanton in that  
19 Defendant intentionally misled and withheld material information from consumers, including  
20 Plaintiff, to increase the sale of the Products.

21 129. **Plaintiff Could Not Have Avoided Injury.** Plaintiff and members of the California  
22 Subclass could not have reasonably avoided such injury. Plaintiff and members of the California  
23 Subclass were unaware of the existence of the facts that Defendant suppressed and failed to disclose,  
24 and Plaintiff and members of the California Subclass would not have purchased the Products and/or  
25 would have purchased them on different terms had they known the truth.

26 130. **Causation/Reliance/Materiality.** Plaintiff and the California Subclass suffered harm  
27 as a result of Defendant’s violations of the CLRA because they relied on the Challenged  
28 Representations in deciding to purchase the Products. The Challenged Representations were a

1 substantial factor. The Challenged Representations were material because a reasonable consumer  
2 would consider it important in deciding whether to purchase the Products.

3 131. As a direct and proximate result of Defendant's misconduct in violation of the CLRA,  
4 Plaintiff and members of the California Subclass were harmed in the amount of the purchase price  
5 they paid for the Products. Accordingly, Plaintiff seeks a monetary award for violation of this Act  
6 in the form of restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff and the  
7 California Subclass for said monies.

8 132. Pursuant to Section 1780(a) of the Act, Plaintiff seeks injunctive relief in the form of  
9 an order enjoining the above-described wrongful acts and practices of Defendant, including, but not  
10 limited to, an order enjoining Defendant from continuing to make the misleading claims challenged  
11 herein and requiring Defendant to undertake a corrective advertising campaign to correct its prior  
12 false and misleading representations. Plaintiff also requests a court order requiring Defendant to  
13 provide restitution to Plaintiff and the Class for the money wrongfully acquired. Unless this  
14 injunctive relief is granted, Plaintiff will suffer irreparable harm.

15 133. Plaintiff respectfully request that the Court enjoin Defendant from continuing to  
16 employ the unlawful methods, acts, and practices alleged herein pursuant to § 1780(a)(2). In  
17 addition, Defendant should be compelled to provide restitution to consumers who paid for Products  
18 that are not what they expected to receive due to Defendant's misrepresentations.

19 134. Plaintiff and members of the Class are entitled to equitable relief as no adequate  
20 remedy at law exists.

21 135. Injunctive relief is appropriate on behalf of Plaintiff and members of the Class because  
22 Defendant has failed to make clear that the Products do not contain Apple Intelligence capabilities  
23 as originally advertised. Injunctive relief is necessary to correct past harm and prevent future harm—  
24 none of which can be achieved through available legal remedies. Further, injunctive relief, in the  
25 form of advertising or marketing modifications as well as a corrective advertising campaign, is  
26 necessary to dispel public misperception about the Products that has resulted from Defendant's  
27 unfair, fraudulent, and unlawful marketing efforts. Such modifications would include providing  
28 Apple Intelligence capabilities as advertised or making clear to consumers that the Products were

1 not capable of the abilities advertised. Such relief is also not available through a legal remedy as  
2 monetary damages may be awarded to remedy past harm (i.e., purchasers who have been misled),  
3 while injunctive relief is necessary to remedy future harm (i.e., prevent future purchasers from being  
4 misled), under the current circumstances where the dollar amount of future damages is not  
5 reasonably ascertainable at this time. Plaintiff is, currently, unable to accurately quantify the  
6 damages caused by Defendant’s future harm (e.g., the dollar amount that Plaintiff and Class  
7 members overpay for the Products), rendering injunctive relief a necessary remedy.

8 **COUNT FOUR**

9 **Fraud**

10 ***(on behalf of the Nationwide Class)***

11 136. Plaintiff restates and realleges the preceding factual allegations set forth above as if  
12 fully alleged herein.

13 137. Plaintiff brings this claim individually and on behalf of the Class under California  
14 law.

15 138. Defendant affirmatively misrepresented the capabilities of the Products when selling  
16 and marketing them.

17 139. Defendant also knew that its misrepresentations regarding the Products were material,  
18 and that a reasonable consumer would rely upon Defendant’s representations in making purchasing  
19 decisions.

20 140. Plaintiff and Class Members did not know—nor could they have known through  
21 reasonable diligence—about the true nature of the Products.

22 141. Plaintiff and Class Members would have been reasonable in relying on Defendant’s  
23 misrepresentations in making their purchasing decisions.

24 142. Plaintiff and Class Members had a right to rely upon Defendant’s representations as  
25 Defendant maintained monopolistic control over knowledge of the true quality of the Products.

26 143. Plaintiff and Class Members sustained damages as a result of their reliance on  
27 Defendant’s misrepresentations, thus causing Plaintiff and Class Members to sustain actual losses  
28 and damages in a sum to be determined at trial, including punitive damages.

1 **COUNT FIVE**

2 **Negligent Misrepresentation**

3 ***(on behalf of the Nationwide Class)***

4 144. Plaintiff restates and realleges the preceding factual allegations set forth above as if  
5 fully alleged herein.

6 145. Plaintiff brings this claim individually and on behalf of the Class under California  
7 law.

8 146. Defendant had a duty to Plaintiff and the Class to exercise reasonable and ordinary  
9 care in the developing, testing, manufacture, marketing, detailing, distribution, and sale of the  
10 Products.

11 147. Defendant breached its duty to Plaintiff and the Class by advertising the products as  
12 having capabilities they do not actually have.

13 148. Defendant knew or should have known that the qualities and characteristics of the  
14 Products were not as advertised, marketed, detailed, or otherwise represented or suitable for their  
15 intended use and were otherwise not as warranted and represented by Defendant.

16 149. As a direct and proximate result of Defendant's conduct, Plaintiff and the Class have  
17 suffered actual damages in that they would not have purchased the Products had they known that  
18 the Products do not conform to the Product's marketing, advertising, or statements.

19 150. Plaintiff and the Class seek actual damages, attorney's fees, costs, and any other just  
20 and proper relief available.

21 **COUNT SIX**

22 **Breach of Contract**

23 ***(on behalf of the Nationwide Class)***

24 151. Plaintiff restates and realleges the preceding factual allegations set forth above as if  
25 fully alleged herein.

26 152. Defendant expressly warranted that the Products would perform as advertised.  
27 Defendant's claims regarding the Products constituted an affirmation of fact, promise, and/or  
28 description of the goods that became part of the basis of the bargain and created an express warranty



1 that the goods would conform to the stated promise. Plaintiff and the Class Members placed  
2 importance on Defendant's claims.

3 153. All conditions precedent to Defendant's liability under this contract have been  
4 performed by Plaintiff and the Class Members.

5 154. Defendant breached the terms of the contract, including the express warranties, with  
6 Plaintiff and the Class Members by not providing Products that conform to the advertising and  
7 marketing claims.

8 155. As a result of Defendant's breach of contract, Plaintiff and the Class Members have  
9 been damaged in the amount to be determined at trial.

10 **COUNT SEVEN**

11 **Breach Of Implied Warranty of Merchantability**

12 ***(on behalf of the Nationwide Class)***

13 156. Plaintiff restates and realleges the preceding factual allegations set forth above as if  
14 fully alleged herein.

15 157. Plaintiff brings this claim individually and on behalf of the Class under California  
16 law.

17 158. Unless excluded or modified, a warranty that a good shall be merchantable is implied  
18 in a contract for their sale, if the seller is a merchant with respect to goods of that kind.

19 159. Defendant is a merchant with respect to the Products at issue.

20 160. In order to be merchantable, goods must conform to the promises or affirmations of  
21 fact made in the advertising of the product.

22 161. Defendant breached the implied warranty of merchantability to Plaintiff and the Class  
23 in its representations that the Products contained the Apple Intelligence capabilities advertised when  
24 that was actually false.

25 162. As a result of Defendant's misleading conduct, Plaintiff and the Class did not receive  
26 merchantable goods as impliedly warranted by Defendant.

27 163. Defendant did not exclude or modify the Product's implied warranty of  
28 merchantability.

1 164. As a proximate result of Defendant’s breach of its implied warranty, Plaintiff and the  
2 Class incurred damages. Plaintiff and the Class were damaged as a result of Defendant’s failure to  
3 comply with its obligations under the implied warranty, since Plaintiff and the Class paid for a  
4 Product that did not have the promised quality and nature, paid a premium for the Product when  
5 they could have instead purchased other less expensive smartphones or other products, and lost the  
6 opportunity to purchase similar products that provided the capabilities advertised.

7 165. As a result of Defendant’s breach of contract, Plaintiff and the Class Members have  
8 been damaged in the amount to be determined at trial.

9 **COUNT EIGHT**

10 **Quasi-Contract / Unjust Enrichment**

11 ***(on behalf of the Nationwide Class)***

12 166. Plaintiff restates and realleges the preceding factual allegations set forth above as if  
13 fully alleged herein.

14 167. Plaintiff brings this claim individually and on behalf of the Class under California  
15 law.

16 168. To the extent required by law, this cause of action is alleged in the alternative to legal  
17 claims, as permitted under Fed. R. Civ. P. 8.

18 169. Plaintiff and Class members conferred monetary benefits on Defendant by purchasing  
19 the Products. Defendant’s profits are funded entirely from their generated revenues – payments  
20 made by or on behalf of Plaintiff and Class Members. As such, a portion of these payments was  
21 attributable to Defendant’s Challenged Representations.

22 170. Defendant knew that Plaintiff and the Class conferred a benefit which Defendant  
23 accepted, and through which, Defendant was unjustly enriched in retaining the revenues derived  
24 from Plaintiff and Class members’ purchases of the Products. Retention of those monies under these  
25 circumstances is unjust and inequitable because Defendant failed to disclose that contrary to its  
26 representations, the Products did not have the technical capabilities they had advertised, these  
27 misleading representations caused injuries to Plaintiff and Class members because they would not  
28 have purchased the Product if the true facts were known.

1 171. Defendant enriched itself by saving the costs they reasonably should have spent on  
2 ensuring that the Products had the technical capabilities advertised, and conform with their  
3 advertised representations.

4 172. Because Defendant’s retention of the non-gratuitous benefits conferred on them by  
5 Plaintiff and Class members is unjust and inequitable, Defendant has been unjustly enriched in an  
6 amount to be determined at trial.

7 **VIII. PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff, individually and on behalf of all others similarly situated,  
9 requests judgment against Defendant as follows:

- 10 a. **Certification:** For an order certifying this action as a class action, appointing  
11 Plaintiff as the Class Representative, and appointing Plaintiff’s Counsel as  
12 Class Counsel;
- 13 b. **Declaratory Relief:** For an order declaring that Defendant’s conduct violates  
14 the statutes and laws referenced herein consistent with applicable law and  
15 pursuant to only those causes of action so permitted;
- 16 c. **Injunction:** For an order requiring Defendant to change its business practices  
17 to prevent or mitigate the risk of the consumer deception and violations of law  
18 outlined herein. This includes, for example, orders that Defendant  
19 immediately enjoin Defendant from continuing to market, advertise,  
20 distribute, and sell the Products in the unlawful manner described herein; that  
21 require Defendant to engage in an affirmative advertising campaign to dispel  
22 the public misperception of the Products resulting from Defendant’s unlawful  
23 conduct; and/or that require Defendant to take all further and just corrective  
24 action, consistent with applicable law and pursuant to only those causes of  
25 action so permitted;
- 26 d. **Damages/Restitution/Disgorgement:** For an order awarding monetary  
27 compensation in the form of damages, restitution, and/or disgorgement to  
28 Plaintiff and the Class requested herein, consistent with applicable law and

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pursuant to only those causes of action so permitted;

- e. **Punitive Damages/Penalties:** For an order awarding punitive damages, statutory penalties, and/or monetary fines, consistent with applicable law and pursuant to only those causes of action so permitted;
- f. **Attorneys’ Fees & Costs:** For an order awarding attorneys’ fees and costs, consistent with applicable law and pursuant to only those causes of action so permitted;
- g. **Pre/Post-Judgment Interest:** For an order awarding pre-judgment and post-judgment interest, consistent with applicable law and pursuant to only those causes of action so permitted; and
- h. **All Just & Proper Relief:** For such other and further relief as the Court deems just and proper.

**JURY TRIAL DEMANDED**

Plaintiff demands a trial by jury on all issues and causes of action so triable.

DATED: March 19, 2025

Respectfully submitted,  
**CLARKSON LAW FIRM, P.C.**

/s/ Yana Hart  
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