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5 [Additional counsel on signature page]

6 Attorneys for Plaintiff

7 UNITED STATES DISTRICT COURT  
 8 NORTHERN DISTRICT OF CALIFORNIA

9 Garen Meguerian, individually and on  
 10 behalf of all others similarly situated,

CV 11 1758  
 Case No.

11 Plaintiff,

CLASS ACTION COMPLAINT

12 vs.

JURY TRIAL DEMANDED

HRL

13 APPLE, INC.,

14 Defendant.

APAXED

15 Plaintiff Garen Meguerian, individually and on behalf of the class described  
 16 below, by his attorneys, makes the following allegations pursuant to the  
 17 investigation of counsel and based upon information and belief, except as to  
 18 allegations specifically pertaining to Plaintiff and counsel, which are based on  
 19 personal knowledge.

20 I. OVERVIEW OF THE ACTION

21 1. Plaintiff brings this class action on behalf of himself and other parents  
 22 and guardians who (a) permitted their minor children to download from defendant  
 23 Apple, Inc. ("Apple" or "Defendant") a free application ("App") and (b) then  
 24 incurred charges for game-related voidable purchases that the minor was induced

1 by Apple to make, without the parents' and guardians' knowledge or authorization.

2       2.     In addition to its distinction as a market leader in the manufacture,  
3 marketing and sale of computers and computing devices, Apple is also the leading  
4 seller of "Apps," i.e., software applications that users download on their mobile  
5 computing devices. Among the many thousands of Apps that Apple offers for sale  
6 are gaming Apps targeted at children. Numerous gaming Apps are offered for free,  
7 although many such games are designed to induce purchases of what Apple refers  
8 to as "In-App Purchases" or "In-App Content," i.e., virtual supplies, ammunition,  
9 fruits and vegetables, cash and other fake "currency," etc., within the game in order  
10 to play the game with any success ("Game Currency"). These games are highly  
11 addictive, designed deliberately so, and tend to compel children playing them to  
12 purchase large quantities of Game Currency, amounting to as much as \$100 per  
13 purchase or more.

14       3.     Apple requires its users to authenticate their accounts by entering a  
15 password prior to purchasing and/or downloading an App or buying Game  
16 Currency. Until recently, however, once the password was entered, Apple  
17 permitted the user, even if a minor, to buy Game Currency for up to fifteen minutes  
18 without re-entering the password. This practice enabled minors to buy Game  
19 Currency, in one click sums of \$99.99 or more, without entering a password,  
20 causing Apple to pocket millions of dollars from such Game Currency transactions  
21 with minors and without the authorization of their parents, whose credit cards or  
22 PayPal accounts are automatically charged for the purchases. Further, because the  
23 passwords now required for purchases of Game Currency are the same passwords  
24 required for any Apple purchase, minors aware of such password may purchase

1 Game Currency without authorization from their parents for that purchase.

2 4. Apple's practice of selling Game Currency to children, garnering  
3 millions of dollars of ill-gotten gains thereby, has attracted the attention of the  
4 Federal Trade Commission ("FTC"). Such attention caused Apple in early 2011 to  
5 begin requiring the entry of a password for all individual transactions, and to warn  
6 users that "free" games may contain in-app content for sale. Nevertheless, Apple  
7 continues to sell Game Currency to minors.

8 5. As a result, Plaintiff brings this action for monetary and equitable  
9 relief under California's breach of contract laws, the Consumer Legal Remedies  
10 Act, Business and Professions Code Sections 17200 *et seq.*, and/or for Unjust  
11 Enrichment.

## 12 II. JURISDICTION AND VENUE

13 6. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(d). This is a  
14 class action involving more than 100 class members. Plaintiff and other members  
15 of the Class are citizens of a state different from Defendant, and the amount in  
16 controversy, in the aggregate, exceeds the sum of \$5 million exclusive of interest  
17 and costs.

18 7. Defendant is a California corporation, has its principal place of  
19 business in Cupertino, California, transacts business in this District, has subjected  
20 itself to this Court's jurisdiction through such activity, and a substantial part of the  
21 events and omissions giving rise to the claim occurred in this District.

22 Accordingly, venue is proper in this District under 28 U.S.C. § 1391.

## 23 III. PARTIES

24 8. Plaintiff Garen Meguerian resides in Phoenixville, Pennsylvania with

1 his wife and their 12 and 9 year-old daughters. Mr. Meguerian permitted his  
2 younger daughter to download from iTunes a number of free gaming Apps,  
3 including "Zombie Café," "Treasure Story" and "City Story." Mr. Meguerian,  
4 however, was completely unaware of the fact that within the span of a few weeks  
5 she bought such Game Currency as "Zombie Toxin," "Gems" and "City Cash."  
6 Those transactions between Apple and a nine-year-old child cost Mr. Meguerian  
7 approximately \$200. *See* Plaintiff's iTunes Purchase History, attached hereto, and  
8 incorporated herein by reference, as Exhibit A.

9 9. Defendant Apple is a California corporation with its principal place of  
10 business in Cupertino, California.

#### 11 IV. FACTUAL ALLEGATIONS

12 10. Apple is one of the leading manufacturers and sellers of computing  
13 products, including the iMac desktop computer, MacBook laptops, iPad tablets,  
14 iPhone smart phones, and iPod and iTouch handheld music players and gaming  
15 devices.

16 11. Apple also sells content (e.g., music, movies, TV shows, audio books  
17 and Apps) that can be downloaded on its and other manufacturers' computing  
18 devices. Apple sells Apps through its "App Store," which may be accessed  
19 directly from certain devices (such as, e.g., iPads, iPhones and iTouches) or  
20 through other Apple-owned retail outlets (e.g., iTunes, Mac App Store,  
21 iBookstore).

22 12. Apple offers Apps in many genres, including travel, business,  
23 education, finance, entertainment and games. Games are by far the most  
24 downloaded of all genres. Apps can be downloaded for free, or for a licensing fee

1 that ranges from \$.99 to \$9.99 or more. It is the gaming Apps that Apple targets  
2 and sells to minor children that are the subject of this action.

3 13. Apple is by far the leading retailer of Apps. Apps are either  
4 developed by Apple or licensed to Apple by independent App developers. The  
5 App developers license their Apps to Apple for sale at iTunes, and Apple splits the  
6 revenues earned from the sale of the App, or from the sale of In-App Purchases,  
7 with the App developer.

8 14. Apple supervises and controls the function and operation of the Apps  
9 it sells. Before an App is made available by Apple, Apple staff test the App and  
10 confirm its compliance with dozens of rules that Apple imposes unilaterally. If  
11 Apple deems an App noncompliant with Apple's rules, Apple will not make the  
12 App available for sale.

13 15. In all instances relevant to this action, the sale of the App and/or any  
14 Game Currency is a transaction directly between Apple and the consumer. There  
15 is no privity between the user and the developer of the App (unless Apple itself is  
16 the App developer); Apple, and Apple alone, is the provider to the user of the App;  
17 Apple charges its customer's credit card or PayPal account, and indeed an App  
18 developer never receives a customer's credit card number or PayPal account  
19 information.

20 16. Anyone thirteen years old or older can open an account to purchase  
21 (i.e., license) content from Apple. Opening an account requires, among other  
22 things, selecting a user name and password, providing certain contact and other  
23 information, and agreeing to Apple's Terms & Conditions. Users may then make  
24 purchases in any of a number of ways, including payment by "iTunes Cards,"

1 "iTunes Gift Certificates," "Content Codes," "Allowance Account balances," and,  
2 most frequently, by supplying Apple with a credit card number or PayPal account.  
3 For users who specify credit card or Paypal payment, Apple automatically draws  
4 funds from the account holder's credit card or PayPal account.

5 17. Prior to the purchase of an App, Apple requires account holders to  
6 enter their password. Until recently, however, once the account holder entered that  
7 password, he or she (or in cases relevant to this Complaint, his or her minor child)  
8 could make purchases for up to fifteen minutes without re-entering the password.  
9 Thus, a parent could permit a child to download a free gaming App by entering his  
10 or her password, and then allow the child to download and play the game. What  
11 Apple did not tell parents, however, is that their child was then able to purchase  
12 Game Currency for fifteen minutes without any supervision, oversight or  
13 authorization.

14 18. In early 2011, Apple changed its practice to require the input of a  
15 password for every individual purchase, thereby ending the fifteen minute purchase  
16 window. Apple made this change because the FTC was about to commence an  
17 investigation into Apple's improper sales practices. Even after this change, Apple  
18 continues to sell Game Currency to minors. Minors 13 and older are permitted to  
19 open their own Apple accounts, and minors younger than 13 may purchase Game  
20 Currency by using their parents' general Apple password (no special Apple  
21 password is required to purchase Game Currency).

22 19. As alleged above, many games are targeted to minors, and are free or  
23 cost a nominal charge to download. Many such games, however, are designed to  
24 encourage minors to purchase Game Currency, if the game is to be played with any

1 success.

2 20. Many games are, by design, highly addictive, and are developed  
3 strategically to induce purchases of Game Currency. For example, the game  
4 "Smurfs' Village" is free to download. The object of the game, however, is to  
5 build a virtual village, and the construction process is greatly sped up by the  
6 purchase of "Smurfberries," Game Currency that costs real money. The screen  
7 shot below is a picture of the "Smurfberry Shop," which is embedded in the Smurf  
8 Village gaming App. This "shop" offers for sale different amounts of  
9 Smurfberries. Fifty Smurfberries cost \$4.99; 1,000 Smurfberries cost \$59.

10 21. A news story about Apple's business scheme states:

11 The Federal Trade Commission has confirmed it will  
12 investigate mobile games that are advertised as free but  
13 then entice players into buying virtual goods within the  
14 game, especially those that target younger users. This  
15 comes after several complaints surfaced by parents who  
16 found out their children were racking up huge purchases  
17 without understanding what they were doing,  
18 including one young gamer who managed to download  
19 more than \$1,400 in virtual Smurfs currency.

20 Smurfs Village leads the headlines for this story. It's a  
21 "free" iPhone game clearly targeting a young  
22 demographic. Once in the game, players are asked to  
23 spend Smurfberries at every turn. That problem is solved  
24 easily enough with a menu that offers the ability to buy  
25 more berries. Even though Smurfberries aren't real, the  
26 money used to buy them is.

27 Players are lured in by enticing pictures of huge  
28 bucketfuls of Smurfberries, and just a couple taps is all it  
29 takes to drain money out of an iPhone account holder's  
30 credit card and make players flush with in-game funds.

1 The app does ask users to confirm purchases, but as the  
2 FTC notes, some users may not fully understand what  
3 they're confirming. "Consumers, particularly children,  
4 are unlikely to understand the ramifications of these  
5 types of purchases," wrote FTC chairman Jon Leibowitz  
6 in a statement.

7 Massachusetts Congressman Edward Markey responded,  
8 "What may appear in these games to be virtual coins and  
9 prizes to children result in very real costs to parents. I am  
10 pleased that the FTC has responded, and as the use of  
11 mobile apps continues to increase, I will continue to  
12 actively monitor developments in this important area."

13 The Smurfs game has gained so much attention because  
14 it exploded to the #1 spot of top-earning iPhone games.  
15 That's when the media learned of the easy  
16 microtransaction system in the game. There's even a  
17 button to purchase \$100 in Smurfberries, which most  
18 rational, hard-working people would probably never  
19 click, but appears mouthwatering to players who think  
20 they're just innocently playing a game.

21 While some of the charges definitely come as the result  
22 of a parent legitimately buying berries for their kid, there  
23 is also controversy over the 15-minute user  
24 authentication buffer. A dad could download the Smurfs  
game onto his iPad and hand it over to his daughter to  
play. The daughter can then rack up as many charges as  
she wants for 15 minutes before the app will ask for re-  
verification of the account. Before you know it, your  
credit card statement's been smurfed right in the smurf.

25 <http://www.gamesradar.com/iphone/iphone/news/z/a2011022318018755018/g-201010071388669064>.

26 22. Apple offers many games that use the same bait-and-switch business  
27 scheme as Smurfs' Village. Apple entices the child with a free download of a  
28 gaming platform that then offers the sale of irresistible Game Currency in order to  
29 enjoy the game as it was designed. Such games include "Bakery Story" (which  
30



1 sells virtual gems that are used to acquire items for the virtual bakery), “Treasure  
2 Story” (which sells virtual gems), “City Story” (which sells virtual cash), “Tap  
3 Zoo” (which sells virtual “pouches of stars” and “vials of coins”), “Tap Fish”  
4 (which sells virtual “fish bucks”), “Glass Tower” (which sells virtual “level  
5 packs”), “Sundae Maker” (which sells virtual ice cream and toppings), “Cake  
6 Maker” (which sells virtual cake ingredients and other cake-making items), and  
7 many, many others.

8       23. The targeting of children by Apple and inducing them to purchase,  
9 without the knowledge or authorization of their parents, millions of dollars of  
10 Game Currency is unlawful exploitation in the extreme. Fortunately for the  
11 members of the Class, such purchases of Game Currency constitute voidable  
12 contracts because they were entered into with minors.

13       24. Either in response to the FTC’s investigation, or as a result of a guilty  
14 conscience, Apple now provides the following warning next to the “Install” button  
15 of the App: “PLEASE NOTE: [Smurfs’ Village] is free to play, but charges real  
16 money for additional in-app content. You may lock out the ability to purchase in-  
17 app content by adjusting your device’s settings.” Nevertheless, Apple continues  
18 to sell Game Currency to minors.

19       25. Apple has not offered to return to its account holders any of the  
20 millions of dollars it received from their minor children’s purchases of Game  
21 Currency.

## 22 V. CLASS ACTION ALLEGATIONS

23       26. Plaintiff brings this action as a class action for monetary and equitable  
24 relief pursuant to Rules 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure

1 on behalf of the following class: All persons in the United States who had an  
2 iTunes account and paid for a purchase of Game Currency made by their minor  
3 children without their knowledge and authorization (the "Class"). Excluded from  
4 the Class are Apple; any entity in which it has a controlling interest; any of its  
5 parents, subsidiaries, affiliates, officers, directors, employees and members of their  
6 immediate families; and members of the federal judiciary.

7       27. The members of the Class are readily ascertainable but are so  
8 numerous that joinder is impracticable. The exact number and names of the  
9 members of the Class are presently unknown to Plaintiff, but can be ascertained  
10 readily through discovery. Plaintiff believes that there are thousands of members  
11 of the Class whose names and addresses may be readily discovered upon  
12 examination of the records in the custody and control of Apple.

13       28. There are questions of law and fact common to the Class, and such  
14 questions predominate over individual questions. Defendant pursued a common  
15 course of conduct toward the Class as alleged. This action arises out of a common  
16 nucleus of operative facts. Common questions include:

- 17           (a) Whether Apple sold Game Currency;
- 18           (b) Whether Apple sold Game Currency to minors;
- 19           (c) Whether Apple knew that many gaming Apps it sells at  
20               its iTunes Store are designed to induce minors to  
21               purchase Game Currency;
- 22           (d) Whether Apple intended for minors to purchase such  
23               Game Currency without the knowledge or authorization  
24               of the minors' parents or guardians;

- 1 (d) Whether Apple's sales to minors of Game Currency  
2 constitute voidable contracts;
- 3 (e) Whether Apple's scheme to induce minors to purchase  
4 Game Currency violates California's CLRA and UCL;
- 5 (f) Whether Apple was unjustly enriched by its scheme; and
- 6 (g) Whether Plaintiff and the Class have been damaged, and  
7 if so, in what amount.

8 29. Plaintiff's claim is typical of the claims of other members of the  
9 Class, and there is no defense available to Apple that is unique to Plaintiff.

10 Plaintiff paid approximately \$200 to Apple for purchases of Game Currency made  
11 by his minor daughter in a couple of weeks without his knowledge or  
12 authorization.

13 31. Plaintiff will fairly and adequately represent the interests of the Class.  
14 Plaintiff has no interests that are antagonistic to those of the Class. Plaintiff has the  
15 ability to assist and adequately protect the rights and interests of the Class during  
16 the litigation. Further, Plaintiff is represented by counsel who are competent and  
17 experienced in this type of class action litigation.  
18

19 32. This class action is not only the appropriate method for the fair and  
20 efficient adjudication of the controversy, but is, in fact, the superior method to all  
21 other available methods because:

- 22 (a) The joinder of thousands of geographically diverse  
23 individual class members is impracticable, cumbersome,  
24 unduly burdensome, and a waste of judicial and/or  
litigation resources;

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(b) There is no special interest by class members and individually controlling prosecution of separate causes of action;

(c) Class members' individual claims are relatively modest compared with the expense of litigating the claim, thereby making it impracticable, unduly burdensome, expensive, if not totally impossible, to justify individual class members' addressing their loss;

(d) When Defendant's liability has been adjudicated, claims of all class members can be determined by the Court and administered efficiently in a manner that is far less erroneous, burdensome, and expensive than if it were attempted through filing, discovery, and trial of many individual cases;

(e) This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of class claims to promote economies of time, resources, and limited pool of recovery;

(f) This class action will assure uniformity of decisions among class members;

(g) Without this class action, restitution will not be ordered and Defendant will be able to reap the benefits or profits of its wrongdoing; and

(h) The resolution of this controversy through this class action presents fewer management difficulties than individual claims filed in which the parties may be subject to varying indifferent adjudications of their rights.

1           33. Class certification is appropriate because Defendant has acted, or  
2 refused to act, on grounds generally applicable to the Class, making class-wide  
3 equitable, injunctive, declaratory and monetary relief appropriate. In addition, the  
4 prosecution of separate actions by or against individual members of the Class  
5 would create a risk of incompatible standards of conduct for Defendant and  
6 inconsistent or varying adjudications for all parties. A class action is superior to  
7 other available methods for the fair and efficient adjudication of this action.

8 VI. CALIFORNIA LAW APPLIES TO THE ENTIRE CLASS.

9           34. California's substantive laws apply to every member of the Class,  
10 regardless of where in the United States the class member resides. Apple imposes  
11 on its account holders a set of Terms and Conditions that must be accepted before  
12 becoming an account holder and before making any purchases or downloads from  
13 Apple's iTunes Store. Among such Terms and Conditions is the following:  
14

15           The Services are operated by Apple from its offices in the  
16 United States. You agree to comply with all local, state,  
17 federal, and national laws, statutes, ordinances, and  
18 regulations that apply to your use of the Services. All  
19 transactions on the Services are governed by California  
20 law, without giving effect to its conflict of law  
21 provisions. Your use of the Services may also be subject  
22 to other laws. You expressly agree that exclusive  
23 jurisdiction for any claim or dispute with Apple or  
24 relating in any way to your use of the Services resides in  
the courts of the State of California.

22           35. Further, California's substantive laws may be constitutionally applied  
23 to the claims of Plaintiff and the Class under the Due Process Clause, 14th  
24 Amend., § 1, and the Full Faith and Credit Clause, Art. IV § 1 of the U.S.

1 Constitution. California has significant contact, or significant aggregation of  
2 contacts, to the claims asserted by Plaintiff and all class members, thereby creating  
3 state interests that ensure that the choice of California state law is not arbitrary or  
4 unfair.

5 36. Defendant's United States headquarters and principal place of  
6 business is located in California. Defendant also owns property and conducts  
7 substantial business in California, and therefore California has an interest in  
8 regulating Defendant's conduct under its laws. Defendant's decision to reside in  
9 California and avail itself of California's laws, and to engage in the challenged  
10 conduct from and emanating out of California, renders the application of California  
11 law to the claims herein constitutionally permissible.

12 37. California is also the state from which Defendant's alleged  
13 misconduct emanated. This conduct similarly injured and affected Plaintiff and all  
14 other class members.

15 38. The application of California laws to the Class is also appropriate  
16 under California's choice of law rules because California has significant contacts  
17 to the claims of Plaintiff and the proposed Class, and California has a greater  
18 interest in applying its laws here than any other interested state.

## 19 VII. CAUSES OF ACTION

### 20 FIRST CAUSE OF ACTION 21 (Breach of Contract)

22 39. Plaintiff repeats and re-alleges herein the foregoing allegations.

23 40. All Game Currency that Apple presents for sale constitutes an offer to  
24 enter into a sales contract.

1           41. All Game Currency purchased by a minor constitutes acceptance of  
2 Apple's offer.

3           42. Every payment made by the members of the Class for the purchase of  
4 Game Currency by their minor children constitutes consideration for the provision  
5 of the Game Currency.

6           43. Accordingly, all transactions that are the subject of this Complaint are  
7 possessed of the three elements of a contract, i.e., offer, acceptance and  
8 consideration.

9           44. Because the persons who accepted Apple's offers were minors,  
10 however, all such contracts are voidable at the class members' option as a matter of  
11 California law.

12           45. Accordingly, all such contracts should be voided and the Class  
13 should be made whole through restitution and all other remedies available under  
14 California law.

15  
16                                   SECOND CAUSE OF ACTION  
17                                   (Violation of the  
18                                   California Consumers Legal Remedies Act)

18           46. Plaintiff repeats and re-alleges herein the foregoing allegations.

19           47. At all times relevant hereto, there was in full force and effect the  
20 California Consumers Legal Remedies Act (CLRA), Cal. Civ. Code § 1750.

21           48. Plaintiff and the other class members are consumers within the  
22 meaning of Cal. Civ. Code § 1761(d).

23           49. Apple violated the CLRA's proscription against the concealment of  
24 the characteristics, use, benefit, or quality of goods by actively marketing and

1 promoting certain gaming Apps as “free” with the intent to induce from minors the  
2 purchase of Game Currency. Specifically, Apple has violated: (a) § 1770(a)(5)’s  
3 proscription against representing that goods have uses or characteristics they do not  
4 have; (b) § 1770(a)(7)’s proscription against representing that goods are of  
5 particular standard or quality when they are of another; (c) § 1770(a)(14)’s  
6 proscription against “Representing that a transaction confers or involves rights,  
7 remedies, or obligations which it does not have or involve, or which are prohibited  
8 by law.”

9       50. Under California law, a duty to disclose arises in four circumstances:  
10 (1) when the defendant is in a fiduciary relationship with the plaintiff; (2) when the  
11 defendant had exclusive knowledge of material facts not known to the plaintiff; (3)  
12 when the defendant actively conceals a material fact from the plaintiff; or (4) when  
13 the defendant makes partial representations but also suppresses some material  
14 facts.

15       51. Apple owed a duty to disclose material facts about the Game  
16 Currency embedded in games it marketed, advertised and promoted to children as  
17 “free.” Apple breached such duty as alleged in this Complaint.

18       52. Plaintiff and the Class suffered actual damages as a direct and  
19 proximate result of Apple’s action, concealment and/or omissions in violation of  
20 the CLRA, as evidenced by the substantial sums Apple pocketed.

21       53. Plaintiff, on behalf of himself and for all those similarly situated,  
22 demands judgment against Apple for equitable relief in the form of restitution  
23 and/or disgorgement of funds paid to Apple, and an award of attorney fees pursuant  
24 to Civil Code § 1780(d).





1 and as a private attorney general on behalf of the general public and other persons  
2 who have expended funds that Defendant should be required to reimburse under  
3 UCL § 17200 *et seq.*

4 59. This claim is predicated on the duty to refrain from unlawful, unfair  
5 and deceptive business practices. Plaintiff and the other class members hereby  
6 seek to enforce a general proscription of unfair business practices and the  
7 requirement to refrain from deceptive conduct.

8 60. The UCL §§ 17200, *et seq* prohibits acts of “unfair competition.” As  
9 used in this section, “unfair competition” encompasses three distinct types of  
10 misconduct: (a) “unlawful...business acts or practices;” (b) “unfair fraudulent  
11 business acts or practices;” and (c) “unfair, deceptive or misleading advertising.”

12 61. Apple violated the UCL by engaging in conduct that violated each of  
13 the three prongs identified by the statute as set forth throughout this Complaint.

14 62. Apple committed an *unlawful* business act or practice in violation of  
15 the UCL § 17200 *et seq.*, when it violated the CLRA.

16 63. Apple committed *unfair and fraudulent* business acts and practices in  
17 violation of the UCL §§ 17200 and 17500, *et seq.*, by actively advertising,  
18 marketing and promoting certain gaming Apps as “free” with the intent to induce  
19 minors to purchase Game Currency in a manner likely to deceive the public.

20 64. Apple’s deceptive practices were specifically designed to induce the  
21 children of Plaintiff and the other members of the Class to purchase Game  
22 Currency.

23 65. Apple’s deceptive practices have deceived and/or are likely to deceive  
24 Plaintiff and members of the consuming public.



1           74. Plaintiff and the Class are entitled to recover from Defendant all  
2 amounts wrongfully collected and improperly retained by Defendant, plus interest  
3 thereon.

4           75. As a direct and proximate result of Defendant's unjust enrichment,  
5 Plaintiff and the Class have suffered injury and are entitled to reimbursement,  
6 restitution and disgorgement from Defendant of the benefits conferred by Plaintiff  
7 and the Class.

8           76. As a direct and proximate result of Defendant's misconduct as set  
9 forth herein, Defendant has been unjustly enriched.

10          WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for  
11 an Order as follows:

- 12           A. Finding that this action satisfies the prerequisites for maintenance as  
13 a class action under Fed. R. Civ. P. 23(a), (b)(2) and (b)(3), and  
14 certifying the Class defined herein;
- 15           B. Designating Plaintiff as representative of the Class and his counsel  
16 as class counsel;
- 17           C. Entering judgment in favor of Plaintiff and the Class and against  
18 Defendant;
- 19           D. Awarding Plaintiff and members of the Class their individual  
20 damages and attorneys' fees and allowing costs, including interest  
21 thereon; and/or restitution and equitable relief; and
- 22           E. Granting such further relief as the Court deems just.
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- 24

1 VIII. JURY DEMAND

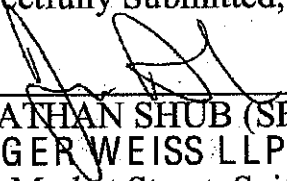
2 Plaintiff demands a trial by jury on all issues so triable.

3

4 Dated: April 11, 2011

Respectfully Submitted,

5

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Philadelphia, PA 19103  
(215) 575-3986

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Benjamin G. Edelman  
LAW OFFICES OF BENJAMIN  
EDELMAN  
27A Linnaean Street  
Cambridge, MA 02138  
(617) 359-3360

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Attorneys for Plaintiff

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# Exhibit "A"

iPod sync is complete.  
OK to disconnect.

### Purchase History

Secure Connection

Date: 02/27/11 06:08 AM  
Order: MGVALD26T  
Invoice: 200016331186

Item	Artist	Type	Units	Price
City Story™ v1.0.4, Seller: Team:aa, L.	Team:aa	Application	1 @ \$4.99	\$4.99
Tap Zoo, v1.6, Seller: Pocket Gems, Inc.	Pocket Gems, I.	Application	1 @ \$1.99	\$1.99
Prickly Per Season, v1.3, Seller: Dream Co.	Dream Context	Application	1 @ \$1.99	\$1.99
Overbreak-Party, v1.12, Seller: Dremist...	Dremist	Application	1 @ \$1.99	\$1.99
Cupcakes!, v1.3, Seller: Mawick Softwa...	Mawick Softwa...	Application	1 @ \$1.99	\$1.99
Rebna Wallpapers HD with Glow Effects...	getstapp, us	Application	1 @ \$0.99	\$0.99
Fruit King, v1.6, Seller: Helbrick	Helbrick Studios	Application	1 @ \$4.99	\$4.99
Shots	Li Jon & LITPAO	Song	1 @ \$0.99	\$0.99
Sketchbook Pro, v1.3.3, Seller: Autodesk	Autodesk Inc.	Application	1 @ \$0.99	\$0.99
Paper Gilder, v1.2, Seller: Neon Play Ltd	Neon Play	Application	1 @ \$0.99	\$0.99
WARSHIP for iPad v2.2, Seller: Fensho...	Fensho Studios	Application	1 @ \$0.99	\$0.99
WeekendMata v1.0, Seller: DanLAKG	DanLAKG	Application	1 @ \$0.99	\$0.99
Notes and Bells, v1, Seller: Greg Blanc	AudioSista	Application	1 @ \$0.99	\$0.99
Zombie Farm, v0.85, Seller: The Playlog...	The Playlog, L.	Application	1 @ \$0.99	\$0.99
One Time	Justin Bieber	Song	1 @ \$2.29	\$2.29
Zambinho Lite, v1.9.1, Seller: Craig Ke...	Little White Bea...	Application	1 @ \$0.99	\$0.99
Paper Gilder, v1.2.1, Seller: Neon Play Ltd	Neon Play	Application	1 @ \$0.99	\$0.99
Splash, v1.3, Seller: Barana Appli	Duala Games	Application	1 @ \$0.99	\$0.99
Bongo Touch Lite, v1.0, Seller: J P N SO...	J P N SOFT	Application	1 @ \$0.99	\$0.99
Theft Legend, v1.0.2, Seller: dousoo Inoq	BLUE WIND	Application	1 @ \$0.99	\$0.99
Stripper 3D, v2.8, Seller: Trinit Interacti...	Trinit Interacti...	Application	1 @ \$0.99	\$0.99
Homes and Bells, v1.1, Seller: Greg Blanc	AudioSista	Application	1 @ \$0.99	\$0.99
Paper Gilder, v1.2.1, Seller: Neon Play Ltd	Neon Play	Application	1 @ \$0.99	\$0.99
Labyrinth Lite Edition, v1.9.0, Seller: Carl...	Cody/AB	Application	1 @ \$0.99	\$0.99
Zombie Cafe, 50 Token, Seller: Capcom I...	Capcom Interact	Application	1 @ \$4.99	\$4.99
Tap Zoo, Pouch of Stars, Seller: Pocket...	Pocket Gems, I.	In App Purchase	1 @ \$1.99	\$1.99
Tap Zoo, Pouch of Stars, Seller: Pocket...	Pocket Gems, I.	In App Purchase	1 @ \$1.99	\$1.99
Tap Fish, Bundle of 65 Fish Bucks, Sale...	BayView Labs	In App Purchase	1 @ \$1.99	\$1.99
Zombie Cafe, 50 Token, Seller: Capcom I...	Capcom Interact	In App Purchase	1 @ \$4.99	\$4.99
Tap Zoo, Pouch of Stars, Seller: Pocket...	Pocket Gems, I.	In App Purchase	1 @ \$1.99	\$1.99
Tap Zoo, Vial of Coins, Seller: Pocket G...	Pocket Gems, I.	In App Purchase	1 @ \$0.99	\$0.99
Tap Zoo, Vial of Coins, Seller: Pocket G...	Pocket Gems, I.	In App Purchase	1 @ \$0.99	\$0.99
Zombie Cafe, 50 Token, Seller: Capcom I...	Capcom Interact	In App Purchase	1 @ \$4.99	\$4.99
Slick Start Blast, v1.1, Seller: Robert St...	Robert Steleney	Application	1 @ \$0.99	\$0.99
Truckee Unlimited, v3.6.2, Seller: Finger...	Finger, Inc.	Application	1 @ \$0.99	\$0.99
PAH v1.8, Seller: Trinit Interactive Limited	Trinit Interacti...	Application	1 @ \$0.99	\$0.99
Zambinho, v1.3.5, Seller: Craig Kemper	Little White Bea...	Application	1 @ \$0.99	\$0.99
City Story™ v1.0.4, Seller: Team:aa, L.	Team:aa	Application	1 @ \$4.99	\$4.99
Bakery Story™ v1.0.4, Seller: Team:aa	Team:aa	Application	1 @ \$4.99	\$4.99
Treasure Story™ v1.0.2, Seller: Team:aa	Team:aa	Application	1 @ \$4.99	\$4.99
City Story™ v1.0.2, Seller: Team:aa	Team:aa	In App Purchase	1 @ \$4.99	\$4.99

Subtotal: \$38.16  
Tax: \$2.15  
Credit Card Total: \$40.31





- Music
- Movies
- TV Shows
- Podcasts
- Apps
- Radio

urchased on iPod touch...  
 .download

pod touch

ASAP

Acet Aspire easystore

IBIBUS

Galax

Genius Mixer

WALMARTS

Times DJ

90's Music

Classical Music

Music Videos

My Top Rated

Recently Added

Recently Played

Top 25 Most Played

iTunes  
 iPod sync is complete.  
 OK to disconnect

Music Movies TV Shows App Store Podcasts Audiobooks iTunes U Ping

Secure Connection  
 Date: 02/20/11 07:06 AM  
 Order: MGVL2LAMD  
 Invoice: 179016318926

ginequemen.com

Purchase History

Item	Artist	Type	Units	Price
toneSpeaker	Tame Impala	Playlist		\$7.99
It's Not Meant to Be	Tame Impala	Song		
Dislike Be Dashed Co	Tame Impala	Song		
Alter Ego	Tame Impala	Song		
Luchty	Tame Impala	Song		
Why Won't You Make Up Your Mind?	Tame Impala	Song		
Soitude Is Bliss	Tame Impala	Song		
Island Yelling	Tame Impala	Song		
Jeany's Storm	Tame Impala	Song		
Expectation	Tame Impala	Song		
The Bold Actor of Time	Tame Impala	Song		
Rumsey/Houses City Clouds	Tame Impala	Song		
I Don't Really Mind	Tame Impala	Song		
Fandango Movies - Times & Tickets	Fandango	Application		Free
Pandora's Pizza Lite	Pocket Casts, L.	Application		Free
Top Zoo, Pouch of Stars, Seller: Pocket	DovU	In-App Purchase	1 @ \$1.99	\$1.99
Grass (lower 2, Level Pack 3, Seller: Als...	DovU	In-App Purchase	1 @ \$0.99	\$0.99
Can Dozer	Game Circus LLC	Application		Free
Unicom Disco Lite, Music and Dance VL...	Unicom Labs, L.	Application		\$0.99
Care Bowling	Dont Games	Application		Free
Double Truck	Tinelli Interactiva	Application		Free
Care Bowling	Dont Games	Application		Free
Water Sky Fever	Justin Bieber	Song		\$1.29
Baby	Justin Bieber	Song		\$1.29
Somebody to Love (Remix) feat. Usher	Lina SIV	Application		Free
Double Jump - BE WARNED	Herbie LLC	Application		Free
elkhorn free) v1 5.7	Herbie LLC	Application		Free
Dino Rush	Herbie Studio	Application		Free
Frog Toast	Game Circus LLC	Application		Free
Slife II Begins	ComZus Inc.	Application		Free
finger dance1	Indigo Penguin L.	Application		Free
Tanzon Lite	Little Vibia Bee	Application		Free
Pre Maker	Sunstorm intera...	Application		Free
Pecker Frog	NimboSt	Application		Free
Zombie Cafe	Capcom Int'l.	In-App Purchase	1 @ \$4.99	\$4.99
Sketchbook Pro	Autodesk Inc.	Application		Free
ShoeBall Pro	Freese, Inc.	Application		Free
Zombie Cafe	Capcom Int'l.	Application		Free
Tanzon Lite	Little Vibia Bee	Application		Free
Zanzon Lite	Little Vibia Bee	Application		Free
Capatash	Marsack Softwa...	Application		Free
Relina Wallpaper HD with Glow Effects	glttsppk.us	Application		Free
Can Dozer - Asian New Year	Game Circus LLC	Application		Free
Tanzon	Little Vibia Bee	Application		\$0.99
NOW That's What I Call Music: Vol. 37	Various Artists	Playlist		\$0.99
Love the Way You Lie feat. Rihanna	Eminem & Rihanna	Song		\$0.99
Just the Way You Are	Bruno Mars	Song		\$0.99





Pod sync is complete.  
OK to disconnect.

### Purchase History

2 Secure Connection

Date: 03/20/11 01:36 PM  
Order: MSVLU1B28

Item	Artist	Type	Units	Price
City Story™ 24 City Cash	Seller Team	In-App Purchase	1 @ \$4.99	\$4.99
Bakery Story™ 24 Gems	Seller Team	In-App Purchase	1 @ \$4.99	\$4.99
Treasure Story™ 24 Gems	Seller Team	In-App Purchase	1 @ \$4.99	\$4.99
Bubble Shooter™ v1.1	Seller: Maria Piel	Application	1 @ \$4.99	\$4.99
Top Zoo™ v1.6.1	Seller: Pocket Gems, Inc.	Application	Free	Free
Verizon FIOS DVR Manager™ v1.5.1	Sell.	Application	Free	Free
PDF Reader Lite™ v1.6	Seller: Klean Mob.	Application	Free	Free

Subtotal: \$19.96  
Tax: \$1.20  
Credit Card Total: \$21.16

### Previous Purchases

Viewing Batch 1 out of 11

Order Date	Order	Items included in order	Total Price
02/27/11	MSVLU1A	City Story™ v1.0.4, Seller: TeamLara LLC, Tap Zoo v1.6, Seller: Pocket Gems, Inc., Sides Hit v1.5.1, Seller: Con2Go USA, Inc., English to Chinese Dict v1.0, Seller: Han... KNOVL7B	\$40.31
02/27/11	MSVLU1A	LineSpeaker, Fandango Movies - Titles & Tickets v1.2, Seller: Fandango Parado... KNOVL7C	\$32.39
02/27/11	MSVLU1A	Coole Doodle v2.12, Seller: Shoe The Goose, eBooks v1.2.1, Seller: Apple Inc., Zo... KNOVL7D	\$34.85
02/10/11	MSVLU1A	Zenlike Farm v0.84, Seller: The Poly/ogic, LLC, Farm Story: Valentine's Day v1.0... KNOVL7E	\$6.58
02/07/11	MSVLU1A	Paper Tees v1.01, Seller: Backlit Studios, Block Shooter v1.0, Seller: Woda Mobil... KNOVL7F	\$10.78
02/07/11	MSVLU1A	Mega Jump v1.0, Seller: San San Games Inc., ChessGika Puzzle v2.3, Seller: S... KNOVL7G	\$9.00
01/20/11	MSVLU1A	Yokhena Jones v1.0, Seller: Jean Fager23519799, Touch Hockey: FSS (FREE) v... KNOVL7H	\$2.10
01/20/11	MSVLU1A	Zenlike Cash v1.0.0, Seller: Capcom Interactive, Inc., Create a awesome lock screen... KNOVL7I	\$2.11
01/20/11	MSVLU1A	Rat On The Run v1.22, Seller: Swedish Game Development AB, Cows In Space v1... KNOVL7J	\$2.10

[Report a Problem](#) [Done](#)



Pod sync is complete.  
OK to disconnect.

[Music](#) [Movies](#) [TV Shows](#) [App Store](#) [Podcasts](#) [Audiobooks](#) [iTunes U](#) [Ping](#)

### Purchase History

Latest Purchases

Secure Connection

Date: 03/27/11 01:38 PM  
Order: MSVU1NE28

Item	Artist	Type	Price
City Story™ 24 City Cash	Seller: Team 2x6	In App Purchase	1 @ \$4.99 \$4.99
Bakery Story™ 24 Gens	Seller: Team 2x6	In App Purchase	1 @ \$4.99 \$4.99
Treasure Story™ 24 Gens	Seller: Team 2x6	In App Purchase	1 @ \$4.99 \$4.99
Bubble Shooter v1.1.1	Seller: Mimi Pfl...	Free	1 @ \$4.99 \$4.99
The Zoo v1.6.1	Seller: Pocket Gens, Inc.	Application	Free
Verizon FIOS DVR Manager v1.5.1	Sell...	Application	Free
PDF Reader Lite v1.6	Seller: Klean Mob...	Application	Free

Subtotal: \$19.95  
 Tax: \$1.29  
 Credit Card Total: \$21.16

### Previous Purchases

[Previous](#) [Next](#) Viewing Batch 1 out of 11

Order Date	Order	Title	Price
03/27/11	MSVU1B	City Story™ v1.0.4, Seller: Team 2x6, LLC, Tap Zoo v1.6, Seller: Pocket Gens, Inc...	\$40.31
02/23/11	MSVU1B	Slice It v1.5.1, Seller: Condas USA, Inc. English to Chinese Dict. v1.0, Seller: Han...	\$3.15
02/20/11	MSVU1B	LineSpeaker, Fandango Movies - Tickets & Tickets, v1.2.1, Seller: Fandango, Parado...	\$42.39
02/16/11	MSVU1B	Cosbie Doodle, v2.12, Seller: Slice The Game, Books v1.2.1, Seller: Apple Inc. Zo...	\$34.85
02/15/11	MSVU1B	Zombie Farm v0.84, Seller: The Playfops LLC, Farm Story: Valentine's Day v1.0.1...	\$6.58
02/11/11	MSVU1B	Paper Toys v1.81, Seller: Baschp Sweden, Book Shooter v1.0, Seller: Huda Habi...	\$10.78
02/07/11	MSVU1B	Mega Jump v11.0.0, Seller: G&S Games Inc. Character Rides, v2.3, Seller: S...	\$0.00
02/03/11	MSVU1B	Yodanis Quest v1.0, Seller: Jean Pages23519739 Touch Hockey F55 (FREE), v...	\$2.10
01/28/11	MSVU1B	Zombie Cafe v1.0.0, Seller: Capcon Interactives, Inc. Create a awesome lock screen...	\$2.11
01/27/11	MSVU1B	Rat On The Run v1.22, Seller: Swedish Games Development AB, Cops In Specs v1.1...	\$2.10

[Report a Problem](#) [Done](#)



Music

TV Shows

Podcasts

Apps

Radio

iTunes

iPod sync complete

OK to disconnect

Music

Movies

TV Shows

App Store

Podcasts

Audiobooks

iTunes U

Play

Macintosh

gnrc@apple.com

### Purchase History

Secure Connection

Date: 01/22/11 07:05 AM  
 Order: MGVA1400V5  
 Invoice: 11701530080

Item	Artist	Type	Units	Price
Like a G6	Far East Movement	Song	1 @ \$1.99	\$1.99
Only Girl (in the World)	Rihanna	Song	1 @ \$1.29	\$1.29
Whip My Hair	YinYang	Song	1 @ \$1.29	\$1.29
Spotify, v2 1.1, Seller: Twenty/LLC	Twenty/LLC	Application	1 @ Free	Free
Freemove	Kidz Bop Kids	Song	1 @ \$0.99	\$0.99
Chocula de Vil	Selena Gomez	Song	1 @ \$1.29	\$1.29
Escalante the Dance Floor	Kidz Bop Kids	Song	1 @ \$0.99	\$0.99
Giuliano	Duio Mays	Song	1 @ \$1.29	\$1.29
MTVTrax: v2 3.9, Seller: The New York T...	The New York T...	Application	1 @ Free	Free
FiddlerOnes: v1 5.2, Seller: Salsonic...	Salsonic, Inc.	Application	1 @ Free	Free
TV Guide Mobile, v1 6.1, Seller: Roundb...	Roundbox, Inc.	Application	1 @ Free	Free
Sunda Maker - Free, Ice Cream Party...	Sunstorm Inter...	In App Purchase	1 @ \$1.99	\$1.99
Sunda Maker - Free, Toppings and Geo...	Sunstorm Inter...	In App Purchase	1 @ \$2.99	\$2.99
Sunda Maker - Free, Gross Out Part...	Sunstorm Inter...	In App Purchase	1 @ \$1.99	\$1.99
Flick Cam, v1.0, Seller: Full Fa Product...	Sunstorm Inter...	In App Purchase	1 @ \$0.99	\$0.99
Sick Stunt Bike, v3 1, Seller: Robert Sz...	Robert Steleney	Application	1 @ \$0.99	\$0.99
Sunday Linn, v1.21, Seller: Swedish Ga...	Swedish Games	Application	1 @ Free	Free
Paper Gilder, v1 1, Seller: Neon Play Ltd	Neon Play	Application	1 @ Free	Free
Goal Putt Pro, v1 2, Seller: Neon Play Ltd	Neon Play	Application	1 @ Free	Free
SpaGo Classic™, v2 3, Seller: Zeng Apps, LLC	Zeng Apps, LLC	Application	1 @ Free	Free
SpaGo Farm, v1 03, Seller: The Paypage...	The Paypage, L...	Application	1 @ Free	Free

Subtotal: \$18.37  
 Tax: \$3.89  
 Credit Card Total: \$18.97

Report a Problem Done

- ▶ iTunes DJ
- ▶ 90's Music
- ▶ Classical Music
- ▶ Music Videos
- ▶ My Top Rated
- ▶ Recently Added
- ▶ Recently Played
- ▶ Top 25 Most Played
- ▶ Medallion
- ▶ iTunes Impats



- Music
- Movies
- TV Shows
- Podcasts
- iBooks
- Radio

TOP

- Purchased on iPod touch
- Downloads
- iPod touch
- 3/24/12
- Acer Aspire easyStore

- Genius
- Genius Albums
- NAVIGATE
- TIFFIN DJ
- 90's Music
- Classical Music
- Music Videos
- My Top Rated
- Recently Added
- Top 25 Most Played
- Mediation
- Time Profile

iTunes  
 iPod sync is complete  
 OK to disconnect

**Purchase History**

2 Secure Connection  
 Date: 07/18/11 10:26 AM  
 Order: MS14JZ1F2  
 Invoice: 18301526239

Item	Artist	Type	Units	Price
Wynne-the-Pooh	A. A. Milne	iBook		Free
I Have a Dream, Martin Luther King	Martin Luther King	iBook		Free
MASH: J. Fre... 2.0, Seller: WA Innatio...	Broken Thru...	Application		Free
Cake Maker - Free Master Cake Maker...	Sunstorm Intra...	In App Purchase	1 @ \$7.99	\$7.99
The Mason Test, V. 1, Seller: BERKELE...	DistinctDe...	Song		\$0.99
DJ Got U! Falling in Love	Kidz Bop Kids	Song		\$0.99
Break Your Heart	Kidz Bop Kids	Song		\$0.99
Billionaire	Kidz Bop Kids	Song		\$0.99
#1 Had You	Kidz Bop Kids	Song		\$0.99
Whisper a Wish from Me	Adam Lambert	Song		\$0.99
Unsubscribe	Chris Tomlin	Song		\$0.99
USA TODAY for iPad, 2.0, Seller: USA...	USA TODAY	Application		Free
Product Frogs, v1.1.0, Seller: Ian Harari	Harmoni	Application		Free
The Motion Test, V. 1.1, Seller: BERKELE...	DistinctDe...	Application		Free

Subtotal \$15.22  
 Tax \$0.54  
 Credit Card Total \$15.76

Report a Problem Done

LIBRARY

- 24 Music
- 23 Movies
- 23 TV Shows
- 23 Podcasts
- 23 Apps
- 23 Radio

STORE

- 23 Ring
- 23 Purchased on iPod touch
- 23 Downloads

- 23 Books
- 23 iPod touch

MARKET

- 23 Ever Aspire easyStore

RECENT

- 23 Genius
- 23 Genius Mixes

PLAYLISTS

- 23 iTunes DJ
- 23 90's Music
- 23 Classical Music
- 23 Music Videos
- 23 My Top Rated
- 23 Recently Added
- 23 Top 25 Most Played
- 23 Meditation
- 23 Time Topical

Music Movies TV Shows App Store Podcasts Audiobooks iTunes U Ring

iPod sync is complete.  
OK to disconnect

gmsquid@msn.com

### Purchase History

Secure Connection  
Date: 01/14/11 12:36 PM  
Order: MAGVJUNHEBD  
Invoice: 183015112590

Item	Artist	Type	Price
Rat On A Scatter XL v1.12	Seller: Sme...	Application	\$0.99
Cookie Doodle v2.11	Seller: Sme...	Application	Free
Subtle v1.02	Seller: Online Software	Application	Free
Bubble Ball v1.0	Seller: Noy Games LLC	Application	Free
Knappaper FREE v1.32	Seller: Wevel	Application	Free
Rat On A Scatter v1.01	Seller: Sme...	Application	\$0.99
Art Of Glow v1.1.0	Seller: National Anya	Application	Free
Pinchle Popper Lite v2.2	Seller: Room	Application	Free
TRUN! or DARE! - FREE v3	Seller: In...	Application	Free
Bum the Rapo v1.1	Seller: Big Blue Bu...	Application	\$0.99
Traffic Rush v1.32	Seller: Swedish Gam...	Application	\$0.99
Ration Wallpaper HD with Glow Effects	glisapp.us	Application	Free
Skype v4.0	Seller: Skype Software S.a.	Application	Free
Skype v4.0	Seller: Skype Software S.a.	Application	Free
Fruit Ninja Lite v1.0	Seller: Halfbrick	Application	Free
mood finger scan v1	Seller: Indigo Ping...	Application	Free
X-Ray Scan Photo & Video Booth - Lite	13 Apps	Application	Free
Doodle Jump - BE WARRIOR! Insanity A.	Lina Sky	Application	\$0.99
Fruit Ninja v1.5	Seller: Halfbrick	Application	\$0.99
Podcast God v1.36	Seller: Bob Creative	Application	\$0.99
Trace v1.3	Seller: Kevin Callahan	Application	Free
Buzz Wheel v1	Seller: Indigo Penguin L.	Application	Free
Art'n Trace v1.1	Seller: Umi K S	Application	\$0.99
KA Knowledge An American Gift	Patricia Rozema	Application	\$2.99
Happy Fun Ball v3.1	Seller: THASOFT	Application	Free

Subtotal: \$10.91  
Tax: \$0.48  
Credit Card Total: \$11.39

Report a Problem

Done

**Tunes**

Music Movies TV Shows Podcasts Audiobooks iTunes U Apps

Search Store  
gnocquer@msn.com

**Purchase History**

Secure Connection

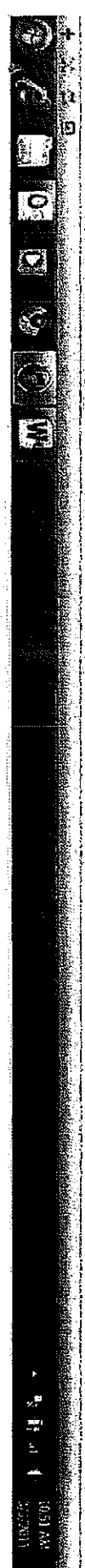
Date: 01/18/11 08:29 AM  
Order: MS0AUV7REB  
Invoice: 1301H923914

Item	Artist	Type	Price
Describe Me	Chris Reppard &	Music Retail	\$3.99
Core Orange, v1.2, Seler: FOG Music	FTBG Entertainment	Application	Free
Unda Women	Louisa May Alcott	Book	Free
Tap Toem, v1.1, Seler: BayView, Ltd	BayView Ltd	Application	Free
Illustration OS - Universal Flashlight, v1	Erik Stead	Application	Free
Bubble Shooter Free, v2.3, Seler: ym z...	Hidden Sweet	Application	Free
Cookie Dozer, v2.11, Seler: Shive The ...	Shive The Ghost	Application	Free
Cake Maker - Free, v1.01, Seler: Sunst...	Sunstorm Interz.	Application	Free
Pizza Maker Free, v1.00, Seler: Sunst...	Sunstorm Interz.	Application	Free
Sunstorm Maker - Free, v1.21, Seler: Sun...	Sunstorm Interz.	Application	Free
Santoshchi Maker - Free, v1.02, Seler: S...	Sunstorm Interz.	Application	Free
Purypda Maker - Free, v1.01, Seler: Su...	Sunstorm Interz.	Application	Free
Much! Aho about Holding	Wisdom Studios	Book	Free

Subtotal: \$3.99  
Tax: \$0.00  
Card Card Total: \$3.99

Buy Now & Problem Done

- GENRES
  - 13 Genius Moves
- PLAYLISTS
  - 10 Tuner DJ
  - 10 90's Music
  - 10 Classical Music
  - 10 Music Videos
  - 10 My Top Rated
  - 10 Recently Added
  - 10 Top 25 Most Played
  - 10 Meditation
  - 10 The Impass
- SHARED
  - 10 Acer Aspire easyStore ...
- DEVICES
  - 10 iPod touch





### Purchase History

\* Secure Connection  
Date: 08/21/11 01:02 PM  
Order: 0001470001  
Invoice: 12001607193

Item	Artist	Type	Units	Price
Zombie Farm, v6 84, Silver	The Playfords, L.	Application	Free	Free
Farm Story, Valentine's Day, v1 0, Silver	Terri Lynne	Application	Free	Free
Candle Doodle, v2 12, Silver	Shon The Goats	Application	Free	Free
Shave Bar Free, v2 0, Silver	Frederick, Inc	Application	Free	Free
Arming 100 - Greeny Prince Game, v1 2, Silver	Archie Scudgery	Application	Free	Free
Stick Hunt Show, v4 0, Silver	Hubert Scudgery	Application	Free	Free
Play the Cards Like, v1 2, Silver	Hubert Scudgery	Application	Free	Free
Card the Cards Like, v1 2, Silver	Hubert Scudgery	Application	Free	Free
Double Deck, v1 2, Silver	Thori Imenata	Application	Free	Free
Zombie Card, v1 0 1, Silver	Cosmon Interest	Application	Free	Free
Zombie Card, v1 0 1, Silver	Cosmon Interest	Application	Free	Free
What the Hell	Avril Lavigne	Song	1 @ \$4.99	\$4.99
Michelle's Fren, v1 2 5, Silver	Andie McCoyan	Application	Free	Free

Subtotal: \$6.98  
Tax: \$0.20  
Credit Card Total: \$6.78

Report a Problem Done

- 152439
- Podcasts
- TV Shows
- Music
- Movies
- Apps
- Games
- Genius
- Genius Mixes
- Classical Music
- Classical Music
- My Top Rated
- Recently Added
- Recently Played
- Library
- at Temple

Library

- Music
- Mobile
- TV Shows
- Podcasts
- Apps
- Radio

STORE

- Buy
- Download
- Purchased on iPod touch
- Downloads

SEARCH

- Aspirin easy5for5

- Genius Mixes
- Playlists
- Music DJ
- 90's Music
- Classical Music
- Music Videos
- My Top Rated
- Recently Added
- Recently Played
- Madison
- Tune Engine

### Purchase History

Secure Connection  
 Date: 03/02/11 01:36 PM  
 Order: M0VLL4328  
 Invoice: 15006555837

Name	Artist	Type	Unit	Price
City Story™ 24 City Cash	Seller: Tea	TeamLara	1 @ \$4.99	\$4.99
Bakery Story™ 24 Genz	Seller: TeamLara	In-App Purchase	1 @ \$4.99	\$4.99
Bakery Story™ 24 Genz	Seller: TeamLara	In-App Purchase	1 @ \$4.99	\$4.99
Travelling Story™ 24 Genz	Seller: TeamLara	In-App Purchase	1 @ \$4.99	\$4.99
Blade Shooter v1.1	Seller: Maria Pirel	Application	Free	Free
Tap Zoo v1.0.1	Seller: Pooch Comm, Inc.	Application	Free	Free
Verizon FICS DVR Manager v1.3.1	Seller: Verizon Intellectual Property	Application	Free	Free
PDF Reader Lite v1.0	Seller: Alan Adell	Application	Free	Free

Subtotal: \$19.96  
 Tax: \$1.20  
 Credit Card Total: \$21.16

Report a Problem Done

