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 on behalf of himself and all others similarly situated

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

AARON FRIEDMAN, on behalf of himself)
 and all others similarly situated,)

Plaintiff,)

v.)

APPLE, INC., a California Corporation;)
 AT&T Mobility, LLC, a Delaware)
 Corporation, and DOES 1 through 10,)
 inclusive,)

Defendants.)

CASE NO. **'10CV2403 JLS POR**

**CLASS ACTION COMPLAINT FOR
 DAMAGES, INJUNCTIVE RELIEF AND
 RESTITUTION**

1. **Negligence**
2. **Negligence Misrepresentation**
3. **Fraud and Deceit**
4. **Unlawful Business Practice in
 Violation of Bus. & Prof. Code
 § 17200, et seq.**
5. **False and Misleading
 Advertising in Violation of
 California Bus. & Prof. Code §
 17500, et seq.**

JURY TRIAL DEMANDED

Plaintiff AARON FRIEDMAN, on behalf of himself and all others similarly

1 situated, based on the investigation of counsel, the existing public record and on
2 information and belief, alleges as follows:

3 **FACTUAL BASIS**

4 1. Defendants Apple, Inc. (hereinafter "Apple") and AT&T Mobility, LLC
5 (hereinafter "ATTM") represented to the general public that purchasers of the iPad WiFi
6 + 3G (hereinafter "iPad 3G") would be able to switch between limited data plans and
7 unlimited data plans whenever they wanted. This, however, was a misrepresentation.
8 As of June 7, 2010, just a little over 30 days after the iPad 3G was first sold by
9 Defendants, Apple and ATTM discontinued the availability of the unlimited data plan
10 indefinitely.

11 2. On April 30, 2010, Defendant Apple began selling the iPad 3G. The iPad
12 3G differs from the prior iteration of the iPad because the iPad 3G can access the
13 internet via the ATTM 3G network. The iPad 3Gs cost \$130 more (before taxes) than
14 the iPad without 3G accessibility. This price difference holds true regardless of whether
15 consumers purchase the 16GB, the 32GB or the 64GB models. Plaintiff Aaron
16 Friedman purchased an iPad 3G 16GB.

17 3. The key difference between the prior iPad and the more expensive iPad
18 3G is that the iPad 3G is able to access the internet through the ATTM 3G network.
19 The ability to use the iPad 3G to access the 3G network will be referred to throughout
20 this complaint as the "3G feature" of the iPad 3G.

21 4. Unlike the 2 year contract plans offered with the popular and well-known
22 iPhone brands, Apple and ATTM advertised the iPad 3G plans as being "No- contract
23 3G service." This meant that instead of being locked into a 2 year agreement, like with
24 the iPhone products, Apple and ATTM were allowing customers to pay for the
25 subscription on a month-to-month basis with no yearly agreements. Customers were
26 expressly offered flexibility with the iPad 3G, to switch between a limited and unlimited
27 data coverage on a month-to-month basis.

28 5. Apple and ATTM advertised that customers would be able to switch plans

1 as they needed, so that they could enjoy the flexibility of paying for what they needed.
2 Apple advertised and warranted on their website: "You sign up for 3G service right on
3 your iPad. And you can monitor your data usage and change your plan at any time,
4 including switching to unlimited data or cancelling 3G service if you know you won't
5 need it...As you get close to your monthly data limit, you'll receive onscreen messages
6 to help you decide whether to upgrade to another 250MB or switch to the unlimited
7 plan." http://store.apple.com/us/browse/home/shop_ipad/family/ipad (available for
8 access 6/3/10) (Emphasis added).

9 6. From April 30, 2010 until June 7, 2010, Defendants offered prospective
10 purchasers of the 3G-capable iPads two data plans: 1) the 250 MB of data for \$14.99
11 per month, with additional data in 250 MB increments for an added charge or 2)
12 unlimited 3G data for \$29.99 per month.

13 7. In addition to the higher price tag on the iPad 3G, customers were
14 required to purchase service through ATTM in order to use the 3G feature.

15 8. On June 2, 2010, AT&T published a press release advertising the new
16 limited AT&T plan and the termination of the unlimited 3G data plan of \$29.99 quoted in
17 pertinent part:

18 For new iPad customers, the \$25 per month 2 GB plan will
19 replace the existing \$29.99 unlimited plan. iPad customers
20 will continue to pre-pay for their wireless data plan and no
21 contract is required. Existing iPad customers who have the
22 \$29.99 per month unlimited plan can keep that plan or
23 switch to the new \$25 per month plan with 2 GB of
24 data...."The new wireless data plans – including a new
25 tethering option – will be available beginning June 7."
26 [http://www.att.com/gen/pressroom?pid=17991&cdvn=news&](http://www.att.com/gen/pressroom?pid=17991&cdvn=news&newsarticleid=30854&mapcode=financial|Wireless)
27 [newsarticleid=30854&mapcode=financial|Wireless](http://www.att.com/gen/pressroom?pid=17991&cdvn=news&newsarticleid=30854&mapcode=financial|Wireless)
28 (Accessed August 3, 2010)

24 9. On June 7, 2010, the iPhone 4 was officially announced. On this same
25 day, Apple and ATTM ceased offering the unlimited data plans for the iPad 3G.

26 10. Even before the introduction of the iPhone 4 to the general market,
27 Defendants knew that the ATTM network was already over-taxed by 3G usage with the
28 existing iPhone 3G and 3GS. The iPhones that used the 3G networks had been

described as:

It's a data guzzler. Owners use them like minicomputers, which they are, and use them a lot. Not only do iPhone owners download applications, stream music and videos and browse the Web at higher rates than the average smartphone user, but the average iPhone owner can also use 10 times the network capacity used by the average smartphone user. Jenna Worthan, Customers Angered as iPhones Overload AT&T, N.Y. Times, Sept. 3, 2009, at <http://www.nytimes.com/2009/09/03/technology/companies/03att.html> (last visited Oct. 20, 2009)

11. And yet, despite Apple and ATTM's knowledge that their network was already oversold by existing iPhone users, they marketed and sold the iPad 3G, a minicomputer with unlimited 3G access to the same network that was already exhausted.

12. Apple and ATTM knew at the time that they could not sustain sales of unlimited 3G access on the iPad 3G, yet began to market the unlimited data plans for the unreleased iPad 3G as early as January 27, 2010.

13. Apple and ATTM advertised the iPad 3G with unlimited data plans to accelerate sales of the iPad 3G. Given the substantial problems with bandwidth usage in with other launches of the iPhone, with the iPhone 4 launch just over 30 days away, Apple and ATTM knew that the ATTM 3G network would be hit hard with new subscribers and that they would likely have to curb data usage.

14. In response to the mounting criticism of the iPhones on the ATTM 3G network, in a Fortune magazine article in September 2009, ATTM admitted that the: "3G networks were not designed effectively for this kind of usage," says John Donovan, AT&T's chief technology officer, referring to the current generation of broadband wireless. "We fight the day-to-day guerrilla warfare as the customers move around." John Fortt, "Bandwidth Hogs – iPhone and Other Smartphones," FORTUNE: Brainstorm TechBlog, Aug. 28, 2009, at <http://brainstormtech.blogs.fortune.cnn.com/2009/08/28/bandwidthhogs-iphone-and-other-smartphones/> (last visited Oct. 19, 2009). (emphasis added) And yet, only 4

1 months later, ATTM and Apple were advertising yet another 3G intensive device, iPad
2 3G, with unlimited data access.

3 15. Apple needed to make sure that the AT&T network would be able to
4 handle the vast array of future iPhone 4 purchasers. Thus, in order for the network to
5 be able to accommodate future iPhone 4 users, iPad 3G users, and other AT&T
6 subscribers, the unlimited data plans were eliminated.

7 16. Defendants engaged in a massive marketing campaign to encourage
8 consumers to purchase the iPad 3G with the promise of data flexibility, but hardly
9 advertised the cessation of that unlimited data plan. The unlimited data plan was
10 offered for only approximately 30 days before Defendants terminated the option for the
11 unlimited data plan. Defendants knew that the unlimited data plan was only a limited
12 time offer and lured hundreds of thousands of customers to purchase the iPad 3G.
13 Defendants knew that they were going to end the unlimited data plan once the iPhone 4
14 released, but only warned customers of the impending termination of the unlimited data
15 plan on June 2, 2010, just 5 days before the termination.

16 17. As a result of this "bait and switch" scheme between the defendants,
17 Apple and ATTM realized millions of dollars of profits from selling the iPad 3G with
18 unlimited data access. Their intent was to induce consumers to purchase an iPad 3G,
19 which as advertised is an extremely data intensive device for browsing the web,
20 downloading books, steaming audio and streaming video. Defendants knew that in
21 order to successfully market the new device, they would have to offer an unlimited 3G
22 data plan, otherwise the initial success of the device would be in jeopardy. Apple and
23 ATTM advertised the availability of the unlimited data plans for the iPad 3G for
24 approximately 5 months. However, they had no intention of continuing the unlimited
25 data plans once they gained a significant market share of the tablet computer industry
26 with the iPad 3G. Apple and ATTM only actually sold the unlimited data plans for a little
27 over 30 days, after 5 months of marketing and selling hundreds of thousands of iPad
28 3Gs.

18. As a result of this "bait and switch" scheme between the defendants customers who had limited data plans as of June 7, 2010, can never take advantage of the unlimited data plan that they were promised would be available to them when the purchased the iPad 3G.

19. Even people who are grandfathered into the unlimited data plan (because they purchased the plan and have retained it since June 7, 2010) are unable to realize the benefit of the "flexible" data plans, since it is now impossible for them to switch back to the pre-paid limited plan and then back to the unlimited plan, as promised.

20. As a result of eliminating the unlimited data plans and flexibility that had been promised to people who purchased the iPad 3G ("And you can monitor your data usage and change your plan at any time, including switching to unlimited data...", supra), it is now impossible for customers to take advantage of the benefits of switching between pre-paid and unlimited data plans.

21. In addition, the iPad 3G was marketed to Plaintiff to use the device for streaming video, streaming audio, internet browsing and book downloading, all of which consume a great deal of bandwidth. By eliminating the option for the unlimited data plan, plaintiff will not be able to use the iPad 3G to download and stream unlimited movies, television shows and music, as was marketed to him, since he now has a monthly cap of how much data he can use without having to give more money to Apple and ATTM for additional data.

JURISDICTION AND VENUE

22. The damages suffered and sought to be recovered by Plaintiff and the Class that she seeks to represent is, in the aggregate, in excess of the jurisdictional minimum of this Court. The exact amount of damages caused to the Class members cannot be precisely determined without access to Defendants' records.

23. This Court has jurisdiction over the consolidated proceedings that are the subject of this Complaint under the Class Action Fairness Act, 18 U.S.C. § 1332(d), since the amount in controversy is over \$5 million and since ATTM is a citizen of

1 Delaware and Plaintiff is a citizen of California.

2 24. The Court has Supplemental Jurisdiction over all other causes of action
3 within this Complaint, pursuant to 28 U.S.C § 1376(a).

4 25. Venue is proper in this Court since the Defendant Apple, Inc. is a resident
5 of this County. Also, thousands of class members and a portion of the overall Class,
6 certain liability of the Defendants arose in this County, certain contracts were entered
7 into here, were to be performed here and were breached here.

8 26. This Court also has jurisdiction over each Defendant named herein
9 because each Defendant is either a corporation or an association organized under the
10 laws of the State of California, a foreign corporation or association authorized to do
11 business in California and registered with the California Secretary of State, or does
12 sufficient business, has sufficient minimum contacts with California, or otherwise
13 intentionally avails itself of the California market, through the promotion, marketing,
14 advertising of employment positions for delivery drivers and/or sell their products in
15 California, to render the exercise of jurisdiction by the California courts permissible
16 under traditional notions of fair play and substantial justice.

17 **THE PARTIES**

18 27. Plaintiff, Aaron Friedman, is, and at all material times was, a resident of
19 San Diego County, California. Plaintiff sues on behalf of himself, all others similarly
20 situated. On May 29, 2010 Plaintiff purchased an iPad Wi-Fi + 3G 16GB, which was
21 advertised, distributed, and/or sold, by Defendant Apple and ATTM as named and
22 defined herein, in San Diego, California. Moreover, for all the reasons stated herein,
23 plaintiff has suffered injury in fact and has lost money and/or property as a result of
24 Defendants' acts, i.e., their practice of engaging in false and misleading advertising
25 concerning the sudden cessation of the unlimited data plans, as defined above and
26 omissions concerning those same products, as defined above.

27 28. In bringing this action, as to the individual and Class claims, Plaintiff and
28 all class members either directly or indirectly relied upon, inter alia, the representations,

1 advertising and other promotional materials which were prepared and approved by
2 Defendants and their agents and disseminated on the face of the containers for
3 Defendants' products, in Defendants' product documentation, and/or through local and
4 national advertising media, including Defendants' Internet websites, containing the
5 misrepresentations and/or omissions alleged hereinafter.

6 29. Plaintiff also relied upon the representations of Defendants herein, in
7 researching which product to purchase. Specifically, Plaintiff relied on the
8 representations of these Defendants concerning the availability of the unlimited data
9 plan and the flexibility of the plan to be changed according to the data needs of the
10 individual. Defendants failed to disclose to Plaintiff and the proposed class within any
11 reasonable time that the availability of the unlimited data plan was ending. Defendants
12 engaged in a massive marketing campaign to encourage consumers to purchase the
13 iPad 3G with the promise of data flexibility (i.e., switching between limited and limited
14 data plans), but hardly advertised the cessation of that unlimited data plan. The
15 unlimited data plan was offered for only approximately a month before Defendants
16 terminated the option for the unlimited data plan and Apple and ATTM announced the
17 cessation of the unlimited data plans only 5 days prior to ceasing the availability of the
18 plans.

19 30. Defendant Apple, Inc. ("Apple") is a California corporation which is
20 licensed to do, and is doing, business in California and throughout the United States.
21 Its principal offices are located in Cupertino, California. Apple transacts business in
22 San Diego County, California and at all relevant times designed, manufactured,
23 promoted, marketed, distributed, and/or sold the products that are the subject of this
24 complaint, throughout the United States and California. Apple also has significant
25 contacts with San Diego County, California, and the activities complained of herein
26 occurred, at least in part, in San Diego County, California.

27 31. Defendant AT&T Mobility LLC (ATTM) is a Delaware corporation that is
28 licensed to do, and is doing, business in California and throughout the United States.

1 ATTM's principal place of business is in Atlanta, Georgia. ATTM transacts business in
2 California and at all relevant times assisted in the design, promotion, marketing,
3 provision and/or sale of the iPad 3G. At all relevant times, ATTM was—and still is—the
4 exclusive provider of the data service plans for the iPad 3G throughout the United
5 States and in California. ATTM owns, operates and/or maintains a 3G network in this
6 District and State and has other significant contacts with Apple in this State, including
7 entering into service and provisioning contracts with Apple that are to be performed in
8 this State. The activities at issue emanated at least in part from this District and State.

9 32. Defendants acted in concert with each other in the design of the iPad 3G
10 and/or the representations made to the Class and, as a result, are each legally
11 responsible in some manner for the unlawful acts of the other. Pursuant to an
12 agreement entered into between Apple and ATTM regarding sales of the iPad 3G, the
13 parties jointly market these computers, ATTM is the exclusive service provider for the
14 iPad 3G, and ATTM pays a substantial fee to Apple for every iPad sold and activated
15 on the ATTM network in the United States. Authorized Apple retailers were
16 Defendants' agents, ostensible agents, employees, servants, joint ventures, actors in
17 concert, or aiders and abettors. At all relevant times, Defendants have jointly made,
18 and continue to make, misrepresentations in the marketing, advertising and/or sale of
19 both the iPad 3G and 3G service plans.

20 33. The true names and capacities of the Defendant sued in this Complaint as
21 Does 1-10, inclusive, are currently unknown to Plaintiff, who therefore sues such
22 Defendant by this fictitious name. This Defendant designated herein as a Doe is legally
23 responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek
24 leave of the Court to amend this complaint to reflect the true names and capacities of
25 this Defendant designated herein as Does 1-10 when such identities become known.

26 34. At all relevant times, Defendants, have made misrepresentations in the
27 marketing, advertising and/or sale of its iPad 3G described herein.

28

CLASS ACTION ALLEGATIONS

35. Plaintiff brings this action of behalf of himself and all others similarly situated within the State of California. The proposed class is both ascertainable, and shares a well-defined community of interest in the questions of law and fact as further detailed below. Plaintiff seeks to represent a Class composed of and defined as follows: "All persons in California who purchased an iPad WiFi + 3G between April 30, 2010 and June 7, 2010." Plaintiff reserves the right to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

36. This action has been brought and may properly be maintained as a class action because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

37. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time and the facts on which to calculate that number are presently within the sole control of defendants. Plaintiff believes that the number of people who have bought the iPad 3G is in the hundreds of thousands of people. Joinder of all members of the Plaintiff Class is not practicable.

38. Class members are readily ascertainable. Upon information and belief, Plaintiff alleges Defendants' sales records, service records, and other records provided to them by their licensed vendors would provide information as to the number and location of all Class members.

39. The means available for identifying Class members would be based on a proposed class announcement, and initial discovery from Defendant Apple's records to confirm the sales of the iPad 3G to class members.

40. Since Defendant Apple is likely to have accurate and detailed sales and service information regarding individuals who would be identified as Class members,

1 there is an easy and accurate method available for identifying such members.

2 **B. Commonality**

3 41. There are questions of law and fact common to the Class that
4 predominates over any questions affecting only individual Class members. These
5 common questions of law and fact include, without limitation:

- 6 1. Whether Defendant Apple and ATTM engaged in deceptive
7 business practices when they lured customers to purchase the
8 more expensive iPad 3G by advertising that customers could
9 switch to unlimited data plans whenever they wanted to, then
10 discontinuing the offer; and
- 11 2. Whether Apple and ATTM knew prior to the launch of the iPad 3G
12 that that Apple and ATTM intended to discontinue the availability of
13 the unlimited data plan and continued to market and advertise the
14 availability of that unlimited data plan anyway?; and
- 15 3. Whether Apple and ATTM failed to disclose that they planned to
16 discontinue the unlimited data plans for the iPad 3G and whether
17 such failure violates California's statutory and common-law
18 prohibitions against such conduct?

19 Thus, liability can be proven uniformly throughout the class by facts common to
20 all members of the proposed class.

21 **C. Typicality**

22 42. The claims of the named Plaintiff are typical of the claims of the Class.
23 Plaintiff and all members of the Class sustained damages arising out of and caused by
24 Defendants' common course of conduct in violation of laws and regulations that have
25 the force and effect of law and statutes as alleged.

26 43. Plaintiff and named class representative AARON FRIEDMAN purchased
27 the iPad 3G on May 29, 2010 after having viewed numerous advertisements on the
28 internet and in the store promising that he had the ability to switch between the limited

1 and unlimited data plans for use with the iPad 3G. He did not receive any disclosures
2 prior to purchase, by Defendant Apple or ATTM explaining that 1) the offer for unlimited
3 data was subject to change or 2) that Apple and ATTM would be withdrawing the offer
4 for unlimited data in the near future. These facts are typical among the proposed class.
5 Further, these facts are essential in proving the claims alleged in this complaint against
6 Defendants.

7 **D. Adequacy of Representation**

8 44. Plaintiff will fairly and adequately represent and protect the interests of the
9 members of the Class. The Class Representative can adequately represent the class
10 because his claim is both typical of the class, and the issues are based on facts that are
11 common between the class representatives and the proposed class. Moreover, the
12 representative has suffered all of the potential injuries and damages that might arise out
13 of the conduct complained of herein. As such, the representative can adequately
14 represent the class because he will bring all potential legal actions and remedies that
15 would be available to individual members of the class.

16 45. Plaintiff has retained attorneys that are competent and experienced in
17 litigating large class actions, to represent their interests and that of the Class. Plaintiff
18 and his counsel have the necessary financial resources to adequately and vigorously
19 litigate this Class Action, and Plaintiff and counsel are aware of the fiduciary
20 responsibilities to the Class Members and are determined to diligently discharge those
21 duties by vigorously seeking the maximum possible recovery for the Class.

22 **E. Superiority of Class Action**

23 46. In addition to what has been mentioned above, a class action is a superior
24 method for resolving the claims herein alleged. One potential remedy to resolve the
25 common class issues regarding the unavailability of the promised unlimited data plans
26 for the iPad 3G could be to refund the difference between the iPad 3G and the iPad
27 without the 3G functionality, which would be approximately \$130 per class member.
28 Individually, this is not a significant amount, and would be likely be limited to a small

1 claims action by individual plaintiffs. Such actions are inconceivable, as the costs
2 associated with proving a prima-facie case would likely exceed the obtainable recovery.

3 47. Important public interests will be served by addressing the matter as a
4 Class Action. The adjudication of individual litigation claims would result in a great
5 expenditure of court and public resources. However, treating the claims as a class
6 action will result in a significant savings of these costs. Class Action treatment will allow
7 those similarly situated persons to litigate their claims in the manner that is most
8 efficient and economical for the parties and the judicial system.

9 48. Also, there is a substantial likelihood of inconsistent verdicts, which would
10 frustrate the resolution of these legal issues for Defendants, forcing them to comply with
11 inconsistent legal standards. Moreover, there is no assurance individual claims will
12 prevent the continued deceptive practices alleged herein. This would frustrate the
13 purpose of California consumer protection laws.

14 49. Considering the actual size of the class, estimated to be in the millions,
15 and the importance of the issues presented to the State of California (enforcing
16 consumer protections through deceptive practices within the state), a Class Action is
17 the desired method for resolving this matter. Moreover, with such common questions of
18 fact, the Court is in a superior position to fashion a remedy that would uniformly apply to
19 each, or nearly all, Class members.

20 50. Finally, failure to certify a class would literally make it impossible for a
21 great many of the class members to seek relief, as the costs of litigation would far
22 exceed the remedy available.

23 51. For those who do seek judicial relief, there is a strong likelihood that
24 separate courts would lead to inconsistent verdicts; working a substantial prejudice on
25 Defendants, especially, as in this case, where equitable relief is being sought. As such,
26 a class action presents for fewer management difficulties and provide the benefits of
27 single adjudication, economy of scale, and comprehensive supervision by a single
28 court.

1 **FIRST CAUSE OF ACTION**

2 **(Negligence)**

3 **(Against all Defendants)**

4 52. Plaintiff incorporates by reference each and every preceding paragraph as
5 though fully set forth herein.

6 53. Plaintiff asserts this cause of action on behalf of himself and on behalf of
7 the Class.

8 54. At all times mentioned, Defendant Apple had a duty to properly
9 manufacture, design, formulate, compound, test, produce, assemble, inspect, research,
10 distribute, market, label, package, prepare for use and sell the iPad 3G with an
11 unlimited data plan. Plaintiff has lost the ability to use the iPad 3G with unlimited data
12 for a flat rate.

13 55. The iPad 3G was negligently marketed, labeled, packaged and distributed
14 to Plaintiff to use the device for streaming video, streaming audio, internet browsing and
15 book downloading, all of which consume a great deal of bandwidth. By eliminating the
16 option for the unlimited data plan, plaintiff will not be able to use the iPad 3G with
17 unlimited data usage to engage in such bandwidth intensive activities like streaming
18 videos, as was marketed to him.

19 56. As a result of said negligence and carelessness of Defendant Apple,
20 Plaintiff suffered damages as alleged herein.

21 **SECOND CAUSE OF ACTION**

22 **(Negligent Misrepresentation)**

23 **(Against all Defendants)**

24 57. Plaintiff incorporates by reference each and every preceding paragraph as
25 though fully set forth herein.

26 58. Plaintiff asserts this cause of action on behalf of himself and on behalf of
27 the Class.

28 59. At all times herein, Plaintiff was unaware of the falsity of the statements

1 made by Defendant.

2 60. Apple negligently represented that customers who purchased the more
3 expensive iPad 3G could switch between a prepaid bandwidth and the unlimited data
4 plans whenever they wanted. This, however, is a misrepresentation, since as of June
5 7, 2010, just a little over 30 days after Defendants first sold the iPad 3G, Apple and
6 ATTM ceased the availability of the unlimited data plan.

7 61. Apple and ATTM also mislead people who purchased the iPad 3G that
8 they would be able to switch between a limited data plan and an unlimited data plan
9 that would allow consumers, such as Plaintiff and all others similarly situated, to pay a
10 flat rate for unlimited 3G access to stream videos, stream audio, download books and
11 surf the internet.

12 62. Based on information and belief, at all relevant times, Defendants had no
13 reasonable grounds for believing that their representations were true and actually knew
14 that the statements were false, as alleged herein.

15 63. In making these representations to Plaintiff, Defendants Apple intended to
16 induce Plaintiff and the Class to purchase the more expensive iPad 3G.

17 64. Plaintiff reasonably relied on the statements made by Defendants when
18 he purchased an iPad 3G. Had Defendant not made these misrepresentations, Plaintiff
19 would not have suffered damages.

20 65. As a proximate result of the negligent misrepresentations of Defendants,
21 Plaintiff purchased an iPad 3G, which cost \$130 more than the regular iPad. Plaintiff is
22 unable to use the iPad 3G to do unlimited streaming videos, streaming audio,
23 downloading of books and surfing on the internet as a result of the misrepresentations
24 made by Defendants.

25 66. WHEREFORE, Plaintiffs and the Class they seek to represent request
26 relief as described below.

27
28

1 **THIRD CAUSE OF ACTION**

2 **(Fraud and Deceit – Cal. Civ. Code §§1709-1710)**

3 **(Against all Defendants)**

4 67. Plaintiff incorporates by reference each and every preceding paragraph as
5 though fully set forth herein.

6 68. Plaintiff asserts this cause of action on behalf of himself and on behalf of
7 the Class.

8 69. With regard to each false representation alleged in this cause of action, at
9 all relevant time, Plaintiff was unaware that the representation was false.

10 70. Based on information and belief, Defendants, and each of them, from the
11 time that the iPad 3G was first designed, manufactured, marketed and/or distributed
12 and up to the present, willfully deceived and falsely promised Plaintiff and the Class by
13 (1) making false and fraudulent misrepresentations to Plaintiff, the Class and the public,
14 including but not limited to that the unlimited data plans would be available for Plaintiffs
15 to purchase on a month-to-month basis depending on their needs and to have the
16 flexibility of switching between limited and unlimited data plans; and (2) concealing from
17 Plaintiff, the class and the public that Defendants had no intention of continually
18 providing the flexibility on a month to month basis of switching from limited to unlimited
19 data plans.

20 71. Defendant, maintained a nationwide multi-million dollar sales and
21 marketing campaign iPad 3G and the unlimited data plan availability and willfully
22 deceived Plaintiff by showing and displaying in commercials, on the internet and on
23 printed material that by purchasing the iPad 3G the customer would have the ability of
24 switching between limited and unlimited data plans on a month-to-month basis and that
25 the customer would have a plan that would provide unlimited access to streaming
26 videos, streaming audio, book downloads and the internet.

27 72. Defendants suggested, asserted and/or promised that the by purchasing
28 the iPad 3G the customer would have the ability of switching between limited and

1 unlimited data plans on a month-to-month basis and that the customer would have a
2 plan that would provide unlimited access to streaming videos, streaming audio, book
3 downloads and the internet. However, Defendants knew this to be false.

4 73. Defendants suppressed the fact that they had already began making
5 internal decisions to discontinue the availability of the unlimited data plan. As alleged
6 herein, Defendants knew for months that the unlimited access of the iPhones were
7 already draining the network. Defendants knew that once they launched the iPhone 4
8 on June 7, 2010, that there would be another tremendous drain on the 3G network and
9 that they could not sustain unlimited data access for all of the iPhones and the new
10 iPad 3G. Yet, Defendants marketed, labeled, packaged and distributed the iPad 3G for
11 use with an unlimited data network that defendants had no intention of continuing.

12 74. Based on information and belief, when Defendants made the foregoing
13 misrepresentations, they knew them to be false and/or had no reasonable basis for
14 believing them to be true.

15 75. The misrepresentations and concealment by Defendants were made and
16 conducted with the intent to willfully induce Plaintiff and the Class to purchase the iPad
17 3G.

18 76. In reliance on the false, fraudulent and/or willful misrepresentation and
19 concealment by the Defendants, and each of them, Plaintiff was induced to and did
20 purchase an iPad 3G. Plaintiff reasonably relied on the representations of Apple and
21 AT&T. Had Defendants not made these misrepresentations, Plaintiff would not have
22 suffered damages.

23 77. Upon information and belief, Defendants acts were done willfully,
24 maliciously, with fraudulent intent and with deliberate disregard of the rights of Plaintiff
25 and the Class.

26 78. WHEREFORE, Plaintiffs and the Class they seek to represent request
27 relief as described below.
28

1 **FOURTH CAUSE OF ACTION**

2 **(Unlawful, Unfair and Deceptive Business Practices in Violation of**

3 **California Business & Professions Code §17200, et seq.)**

4 **(Against all Defendants)**

5 79. Plaintiff incorporates by reference each and every preceding paragraph as
6 though fully set forth herein.

7 80. Plaintiff asserts this cause of action on behalf of himself and on behalf of
8 the Class.

9 81. The Unfair Business Practices Act defines unfair business competition to
10 include any "unfair," "unlawful," or "fraudulent" business act or practice. California
11 Business and Professions Code §17200 et seq. The Act also provides for injunctive
12 relief and restitution for violations.

13 82. Defendant Apple violated, and continues to violate, California Business
14 and Professions Code §17200 et seq., by misrepresenting availability of their unlimited
15 data network, as alleged herein.

16 83. Defendant AT&T violated, and continues to violate California Business
17 and Professions Code §17200 et seq., by misrepresenting that by purchasing the iPad
18 3G the customer would have the ability of switching between limited and unlimited data
19 plans on a month-to-month basis and that the customer would have a plan that would
20 provide unlimited access to streaming videos, streaming audio, book downloads and
21 the internet.

22 84. By engaging in the above described acts and practices, Defendants Apple
23 and ATTM have committed one or more acts of unfair competition within the meaning
24 of California Business and Professions Code §17200 et seq.

25 85. Defendants' acts and practices as described herein have deceived and/or
26 are likely to deceive members of the public.

27 86. The acts and practices of Apple are also unlawful because they violate
28 one or more of the following: Negligence, Fraud and Deceit, Negligent

1 Misrepresentation, and California Business & Professions Code §17500, as described
2 herein.

3 87. As discussed above, Plaintiff and the members of the Class purchased
4 one of these iPad 3Gs. Plaintiff is informed and believes and, based upon such
5 information and belief, allege that Apple's authorized retailers/resellers were Apple's
6 agents, ostensible agents, employees, servants, joint ventures, actors in concert, aiders
7 and abettors and co-conspirators.

8 88. In this regard, the funds paid by Plaintiff and the members of the Class to
9 Apple's retailers/resellers were, in fact, paid directly to Apple. Plaintiff is informed and
10 believes and, based upon such information and beliefs, alleges that Apple and ATTM
11 profited enormously through falsely representing the availability of the unlimited data
12 plans through its authorized retailers/resellers. Apple revenues are thus directly
13 traceable to millions of dollars paid out by Plaintiff and the members of the Class for the
14 iPad 3G and the limited data plans that customers are now forced to purchase.

15 89. Unless Defendant Apple and ATTM is enjoined from continuing to engage
16 in the unlawful, unfair, fraudulent, untrue, and deceptive business acts and practices as
17 described herein, Plaintiff and the Class members residing within California will
18 continue to be damaged by Apple's unfair competition. Apple and ATTM should be
19 enjoined from only selling limited data plans after luring customers to purchase the iPad
20 3G with the promise of being able to switch between limited and unlimited data plans.

21 90. Apple, through their acts of unfair competition, has acquired money from
22 members of the proposed Class. Thus, Plaintiff and the members of the Class request
23 this Court restore this money to them and enjoin Apple and ATTM from continuing to
24 violate California Business and Professions Code §17200 et seq., as discussed above.

25 91. Such conduct is ongoing and continues to this date. Plaintiff and the
26 Class members are therefore entitled to relief described below.

27
28

FIFTH CAUSE OF ACTION

**(False and Misleading Advertising in Violation of
California Business & Professions Code §17500, et seq.)**

(Against all Defendants)

92. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

93. Plaintiff asserts this cause of action on behalf of himself and on behalf of the Class.

94. Defendant Apple's acts and practices as described herein have deceived and/or are likely to deceive members of the public. Apple's use of direct-mail to advertise, including its website on the Internet, to call attention to, or give publicity to Apple iPad 3G and that by purchasing the iPad 3G the customer would have the ability of switching between limited and unlimited data plans on a month-to-month basis and that the customer would have a plan that would provide unlimited access to streaming videos, streaming audio, book downloads and the internet and its use to make and receive phone calls. However, Defendants discontinued the availability of the unlimited data plan. Defendants marketed the unlimited data plan for approximately 4 months, yet only offered the unlimited data plan for just over 30 days.

95. Thus, by its actions, Apple are disseminating advertising concerning its products and services, which by its very nature is unfair, deceptive, untrue, or misleading within the meaning of California Business & Professions Code §17500, et. seq. Such advertisements are likely to deceive, and continue to deceive, the consuming public.

96. In making and disseminating the statements alleged herein, Apple knew or should have known that the statements were untrue and misleading, and action in violation of California Business & Professions Code §17500, et. seq.

97. The misrepresentations and non-disclosures by Apple and ATTM of the material facts detailed above constitute false and misleading advertising and therefore

1 constitute a violation of California Business & Professions Code §17500, et. seq.

2 98. As a direct and proximate result of Apple's wrongful conduct, Plaintiff and
3 the members of the Class request that this Court cause Apple to restore this money to
4 them,

5 99. Such conduct is ongoing and continues to this date. Plaintiff and the
6 Class are therefore entitled to the relief described below.

7 **RELIEF REQUESTED**

8 WHEREFORE, Plaintiff, on behalf of himself and on behalf of the members of
9 the Class defined herein, as applicable, pray for judgment and relief on all Causes of
10 Action as follows:

11 1. An order certifying this case as a class action and appointing Plaintiff and
12 their counsel to represent the Class;

13 2. For a temporary, preliminary and/or permanent order for injunctive relief
14 enjoining Defendants from pursuing the policies, acts and practices complained of
15 herein;

16 3. For a temporary, preliminary and/or permanent order for injunctive relief
17 requiring Defendants to immediately reinstate the unlimited data plans for the iPad 3G
18 and notifying members of the proposed Class as to the presence of potential
19 restitutionary relief;

20 4. As to the third cause of action, an award of exemplary and/or punitive
21 damages as appropriate to deter and punish Defendants for their unfair and deceptive
22 business practices, their conspiracy, as well as for their other fraudulent and deceitful
23 conduct;

24 5. For an order requiring disgorgement of Defendants' ill-gotten gains and to
25 pay restitution to Plaintiffs and all members of the Class all funds acquired by means of
26 any act or practice declared by this Court to be an unlawful, fraudulent or unfair
27 business act or practice, a violation of laws, statutes or regulations, or constituting
28 unfair competition;

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Baron Friedman, on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Gayle M. Blatt, Casey Gerry Schenk Francavilla Blatt & Penfield
LP, 110 Laurel Street, San Diego, CA 92101 (619) 238-1811

DEFENDANTS

Apple, Inc., a California Corporation; AT&T Mobility, LLC, a Delaware Corporation, and Does 1 through 10, inclusive

County of Residence of First Listed Defendant Santa Clara
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

'10CV2403 JLS POR

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input checked="" type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Section 1332(d)(2) CAFA

Brief description of cause:
Unfair Business Practices

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/22/2010

SIGNATURE OF ATTORNEY OF RECORD

s/Gayle M. Blatt (gmb@cglaw.com)

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or (standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.