

EXHIBIT D

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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

ADAM WEISBLATT, JOE HANNA, DAVID
 TURK, and COLETTE OSETEK, individually
 and on behalf of all others similarly situated,

Plaintiffs,

v.

APPLE INC., AT&T MOBILITY LLC,
 and Does 1-10,

Defendants.

Case Nos. CV 10-02553 RMW, 5:10-CV-
 02588-RMW, 5:10-CV-04253-RMW

**MASTER CONSOLIDATED COMPLAINT
 DEMAND FOR JURY TRIAL**

Upon personal knowledge as to their own acts and status, and based upon their
 investigation, their counsel’s investigation and information and belief as to all other matters,
 Plaintiffs Adam Weisblatt, Joe Hanna, David Turk, and Colette Osetek (“Plaintiffs”), on behalf of
 themselves and all others similarly situated, allege as follows:

NATURE OF THE ACTION

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2 1. This is a class action brought by consumers baited into purchasing 3G-enabled
3 Apple iPads with the promise of flexible, “unlimited” data plans, only to have that promise
4 reneged upon within weeks of their purchases.

5 2. An iPad is a wireless computer marketed and used for downloading and storing
6 large amounts of multi-media data and applications, viewing and listening to video, movies, and
7 music, and sending and receiving email. For the months preceding the April 30, 2010 release of
8 the 3G-enabled iPad, Defendant Apple Inc. (“Apple”) and Defendant AT&T Mobility LLC
9 (“AT&T”) promoted the availability of an accompanying “unlimited data” service plan, touting it
10 as a material benefit of the 3G-enabled iPad. Apple and AT&T promised consumers flexibility
11 with their data plans, allowing them the ability to freely switch back and forth among the limited
12 3G data plan, the unlimited 3G data plan, and no 3G data plan, based on their budgets and data
13 needs. This appealed to customers since using an iPad to download data-rich content could
14 quickly become expensive, as users who exceeded monthly data limits are hit with substantial
15 overage fees.

16 3. Defendants’ promotion of the flexible, unlimited 3G data plan started as early as
17 January 27, 2010, and continued up to and after June 2, 2010, when they announced that within 5
18 days—that is, as of June 7, 2010—they would discontinue providing the unlimited data plan. The
19 iPad purchasers who initially opted for the limited data plan were stripped of their ability to later
20 opt for the unlimited data plan, and even those customers who were signed up for the unlimited
21 data plan can no longer switch to a limited data plan or no data plan, then later opt for the
22 unlimited plan again, as was originally promised. Apple and AT&T announced this policy
23 change within just weeks after selling at least hundreds of thousands of 3G-enabled iPads upon
24 the product’s initial launch.

25 4. Defendants’ representations induced Plaintiffs and other customers to pay an
26 additional \$130 for each iPad with 3G capability. The availability of a flexible, unlimited data
27 plan was material to purchasers’ decisions because it would have allowed customers to download
28 video, music and other data-intensive content on their iPads without incurring excessive charges,

1 and also would have enabled them to avoid paying for unlimited data when they do not need it.
2 Defendants' ubiquitous marketing of the unlimited data plan and the option for customers to turn
3 such plan on and off based on their data needs, on their respective websites and elsewhere,
4 reflects Defendants' keen awareness that these promised options were highly important to
5 customers' purchase decisions. When Defendants' so-called "breakthrough deal" to provide the
6 flexible, unlimited 3G data plan and the ability to switch in and out of it was scrapped, Plaintiffs
7 and the Class were left with iPad devices of significantly reduced value and utility.

8 5. Plaintiffs and the Class seek damages, restitution, and injunctive relief for
9 Defendants' ubiquitous false representations, on their respective websites and elsewhere, that
10 customers who purchase iPads with 3G capability would be able to freely switch in and out of an
11 unlimited 3G data plan each month as their data needs and budgets demanded.

12 **JURISDICTION AND VENUE**

13 6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) because
14 the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, and there is
15 minimal diversity because Plaintiffs and numerous members of the Class are citizens of different
16 states than Defendants.

17 7. This Court has personal jurisdiction over Defendants because Apple is
18 headquartered in, and is incorporated in, California; a substantial portion of the wrongdoing
19 alleged in this Complaint took place in California; Defendants are authorized to do business in
20 California; Defendants have sufficient minimum contacts with California and/or Defendants
21 otherwise intentionally avail themselves of the markets in California through the promotion,
22 marketing and sale of their products and services in California to render the exercise of
23 jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

24 8. Venue is proper under 28 U.S.C. § 1391(a) because Apple has its headquarters in
25 this District and is incorporated in this District, Apple and AT&T are authorized to conduct
26 business in this District and have intentionally availed themselves of the laws and markets of this
27 District through the promotion, marketing, distribution, and sale of its products in this District,
28

1 and because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred
2 in this District.

3 9. In particular, the representations, claims, and statements at issue in this case
4 emanated from California. Those statements were first made during an Apple presentation held
5 in San Francisco. The statements were subsequently repeated on Apple's website, which is
6 hosted in California, and in various press releases and advertisements, written and/or produced in
7 California. Upon information and belief, AT&T's similar representations, claims, and statements
8 similarly emanated from AT&T operations and employees based in California, and AT&T's
9 negotiations and contracts with Apple took place and arose, wholly or in large part, with a
10 California corporation.

11 10. **Intra-district Assignment:** Pursuant to Northern District of California Civil
12 Local Rules 3-2 and 3-5, assignment to the San Jose Division of the Northern District of
13 California is appropriate. Defendant Apple Inc. is headquartered in Santa Clara County, and thus
14 a substantial part of the events or omissions which give rise to the claims occurred in Santa Clara
15 County.

16 **PARTIES**

17 11. Plaintiff Adam Weisblatt is a citizen of, and resides in, Fulton, New York.

18 12. Plaintiff Joe Hanna is a citizen of, and resides in, Moreno Valley, California.

19 13. Plaintiff David Turk is a citizen of, and resides in, Tacoma, Washington.

20 14. Plaintiff Colette Osetek is a citizen of, and resides in, Dorchester, Massachusetts.

21 15. Defendant Apple is a California corporation with its headquarters in Cupertino,
22 California.

23 16. Apple is a multi-national corporation that designs and markets computer software,
24 personal computers, and consumer electronics, including mobile devices such as the iPhone and
25 iPad. By revenue, Apple is the largest mobile device company in the world. Apple markets and
26 sells its products and services directly to its customers in stores and online.

27 17. Defendant AT&T, a wholly-owned subsidiary of AT&T Inc., is a Delaware
28 corporation with its principal place of business in Atlanta, Georgia. AT&T maintains extensive

1 contacts with the State of California, and in particular with the Northern District. AT&T has
2 operated in California since 1878. Upon information and belief, the company connected the first
3 telephone call in California, constructed the country's first transcontinental phone line from
4 California, and built California's largest fiber optic network, totaling more than 31,000 miles.
5 Each day, AT&T handles more than 300 million phone calls in California. In 2007, AT&T spent
6 more than \$8.3 billion in California, including more than \$2 billion in building and expanding
7 broadband and wireless networks in California. Its 2007 California payroll was \$3,412,500,000,
8 representing more than 46,500 employees, at all levels, from retail salespersons, to high-level
9 company managers.

10 18. Upon information and belief, AT&T paid \$1,275,440,000 in local and state taxes
11 in California in 2007. AT&T has hundreds of retail stores throughout California, including over
12 100 retail stores in this District. It also maintains business operations in Sacramento, San Ramon,
13 San Diego, Agoura Hills, Newport Beach, Los Angeles, Fresno, and San Francisco, including
14 finance, advertising, and account management operations. One hundred percent of residential
15 customer locations in California have access to AT&T broadband service.

16 19. AT&T provides telecommunication products and services to consumers,
17 businesses, and other telecommunication service providers under the AT&T brand worldwide.
18 AT&T Mobility LLC began operations in October 2000, and in 2004 acquired AT&T Wireless
19 Services, Inc. Upon AT&T Inc.'s acquisition of BellSouth in 2006, AT&T Mobility became a
20 wholly-owned subsidiary of AT&T Inc. By revenue, AT&T is the largest wireless carrier and is
21 the second largest provider of mobile telephony service in the United States, with over 85.1
22 million wireless customers and more than 150 million total customers.

23 20. Through an agreement with Apple, AT&T is, and at all relevant times has been,
24 the exclusive provider of wireless service for all iPads. On information and belief, Apple receives
25 substantial consideration from AT&T in exchange for allowing AT&T to be the exclusive
26 provider of wireless service for all iPads.

27 21. AT&T Mobility LLC is referred to herein as "AT&T." Apple and AT&T are
28 collectively referred to herein as "Defendants."

ALLEGATIONS APPLICABLE TO ALL COUNTS

1
2 22. Apple first announced the release of the iPad (both the 3G-enabled and non-3G-
3 enabled versions) on or around January 27, 2010, in a video presentation given in San Francisco
4 by its CEO, Steve Jobs, hosted on Apple’s website.

5 23. The iPad is a 1.5-pound, high-resolution, LED-backlit, in-plane switching (IPS),
6 9.7-inch display featuring a touch screen and powered by an Apple-designed microchip. It is a
7 half-inch thick and is similar to an Apple iPod, but the size of a standard notepad. The regular,
8 non-3G-enabled iPad is fitted with Wi-Fi connectivity; thus, to connect to the internet, its users
9 must be within range of a wireless internet “hotspot.” It retails for \$499 (16-gigabyte version),
10 \$599 (32-gigabyte version), or \$699 (64-gigabyte version).

11 24. On or around April 3, 2010, Defendants began selling “WiFi” (non-3G-enabled)
12 iPads.

13 25. On or around April 30, 2010, Defendants began selling 3G-enabled iPads, with
14 exclusive AT&T 3G service. The sole difference between WiFi iPads and 3G-enabled iPads is
15 the ability to connect to, and download data via, AT&T’s 3G wireless network without a WiFi
16 connection.

17 26. The 3G-enabled iPad retails for \$629 (16-gigabyte version), \$729 (32-gigabyte
18 version), or \$829 (64-gigabyte version). Thus, the 3G-enabled iPad is sold at a premium of \$130
19 (before tax) over the standard iPad without 3G capability. *See* Exhibit A, attached hereto.

20 27. Customers were able to pre-order 3G-enabled iPads beginning on or about March
21 12, 2010. Apple advertised the “No-contract, 3G service” for the 3G-enabled iPad, telling
22 customers that “[i]n the U.S., 3G service is available from AT&T. You can choose from
23 breakthrough data plans – no long-term contract required.” *See* Exhibit A, attached hereto.
24 AT&T likewise advertised the 3G-enabled versions of the iPad, and consumers could follow a
25 link on AT&T’s website to purchase 3G-enabled iPads. *See* Exhibit B, attached hereto.

26 28. Between the launch of the iPad and the filing of the initial Weisblatt complaint,
27 Defendants sold well over 2 million iPads. (*See*

1 <http://cbs5.com/local/iPad.Apple.sales.2.1724762.html>). On information and belief, a substantial
2 portion of those sales are iPads with 3G capability, which carried the premium price.

3 29. From April 30, 2010 until June 7, 2010, Defendants offered prospective purchasers
4 of the 3G-enabled iPads two 3G data plans: (a) 250 MB of data for \$14.99 per month, with
5 additional data available in 250 MB increments for an added charge; or (b) unlimited 3G data for
6 \$29.99 per month. *See* Exhibits A-C, attached hereto.

7 30. Starting with its introduction in January 2010, and continuing until June 7, 2010,
8 Defendants heavily trumpeted the availability of the flexible, no-contract, unlimited 3G data plan
9 in marketing the 3G-enabled iPad to consumers. For example, in his January 27, 2010 video
10 presentation announcing the launch of the iPad, which was hosted on Apple's website (the
11 "January 27th Apple iPad Presentation"), Apple CEO Steve Jobs promised that customers who
12 purchased 3G-enabled iPads would have access to an "awesome," "no contract" unlimited data
13 plan as a result of a "breakthrough deal with AT&T." During the presentation, Jobs made the
14 following representations and promises about wireless data plans for the 3G-enabled iPad:

15 Now, what does it cost for the data plans? Well, in the U.S.,
16 telecom companies usually charge about \$60 a month for a data
17 plan for a laptop. We've got a real breakthrough here. We've got
18 two awesome plans for iPad owners. The first one gives you up to
19 250 megabytes of data per month. That's a fair bit of data. Most
20 people will get by on that. Up to 250 megabytes of data per month,
just \$14.99. \$14.99. And if you feel you need more, we have an
unlimited plan for just \$29.99. So these are real breakthrough
prices. We've got a breakthrough deal with AT&T. It's providing
the service. \$14.99 for up to 250 megabytes, \$29.99 for unlimited
data. . . . And, there's no contract, it's prepay.¹

21 Jobs' statements were accompanied and reinforced by a giant video monitor image displaying
22 "Breakthrough deal with AT&T" and "No contract – cancel anytime."

23 31. The no-contract, unlimited data plan was billed by Defendants as a "breakthrough
24 deal." Macworld called the plan one of the iPad's "five best surprises," and it was extremely
25 well-received in the press and by Apple devotees.

26
27 ¹ The video is available online at
28 <http://www.youtube.com/watch?v=C7XtZKn6kt8&feature=related>. The quoted excerpt begins at
6:57.

1 32. Both Apple and AT&T repeatedly and heavily advertised the unlimited 3G data
2 plan option as a key feature of the iPad, on their websites and elsewhere, throughout the Class
3 Period (as defined below).

4 33. Customers who purchased 3G-enabled iPads were not required to choose a
5 particular 3G data plan for any longer than a one-month period. Rather, according to Defendants'
6 representations, whether or not customers initially signed up for the unlimited data plan,
7 customers would be able to sign up for, and change, their data plans each month as their data
8 needs demanded, and, specifically, would be able to "upgrade to" or "switch" in and out of the
9 unlimited data plan on a monthly basis in the future as their data needs demanded.

10 34. From the time they began marketing the 3G-enabled iPad until June 7, 2010,
11 Defendants consistently and expressly promised prospective customers that if they purchased an
12 iPad with 3G capability, they could later upgrade to the unlimited data plan and could switch in
13 and out of the unlimited data plan as their data needs demanded. For example, Apple advertised
14 to prospective 3G-enabled iPad customers:

15 a. **"No-contract 3G service.** In the United States, 3G service is
16 available through a breakthrough deal with AT&T. *You choose the amount of data per month you*
17 *want to buy — 250MB or unlimited.* If you choose the 250MB plan, you'll receive onscreen
18 messages as you get close to your monthly data limit so *you can decide whether to turn off 3G or*
19 *upgrade to the unlimited plan.* Best of all, there's no long-term contract. *So if you have a*
20 *business trip or vacation approaching, just sign up for the month you'll be traveling and cancel*
21 *when you get back.* You don't need to visit a store to get 3G service. You can sign up, check your
22 data usage, manage your account, or cancel your service — all from your iPad." Exhibit C,
23 attached hereto (emphasis added).

24 b. **"Manage your data plan.** iPad makes it easy to choose the data
25 plan that works best for you. *When you need more data, you can add another 250MB or upgrade*
26 *to the Unlimited Data plan.* Because you sign up for a data plan in monthly increments, you can
27 cancel your plan at any time and then sign up again whenever you need 3G service." Exhibit C,
28 attached hereto (emphasis added).

1 c. “[Y]ou can monitor your data usage and change your plan at any
2 time, including switching to unlimited data or cancelling 3G service if you know you won’t need
3 it.” Exhibit A, attached hereto.

4 d. “As you get close to your monthly data limit, you’ll receive
5 onscreen messages to help you decide whether to upgrade to another 250MB or switch to the
6 unlimited plan.” Exhibit A, attached hereto.

7 e. “There are two monthly data plans: 250MB or unlimited. There’s
8 no contract, and you can sign up and change your service right on your iPad.” Exhibit A,
9 attached hereto.

10 35. Likewise, AT&T advertised on its website: “AT&T offers two data plan options –
11 250MB or unlimited data, with recurring monthly charge and no long-term contract. To help you
12 manage your data with a 250 MB plan, iPad will notify you at 20%, 10%, and when there’s no
13 more data available, so you can decide if you want to add more data or upgrade to an unlimited
14 data plan.” Exhibit B, attached hereto.

15 36. In addition, on or about January 27, 2010, AT&T released a “fact sheet”
16 concerning wireless data plans for the 3G-enabled iPad, which featured the same no-contract,
17 unlimited data plan discussed above and stated: “Once you sign up for iPad 3G data service, you
18 can add to or cancel your domestic plan at any time – no penalty.” See Exhibit D, attached
19 hereto.

20 37. An unlimited 3G data plan is material to iPad customers because customers can
21 use the iPad to, among other things, download data-intensive applications and content, such as
22 music and full-length movies and other video content, capabilities for which Defendants
23 expressly marketed the iPad to consumers. On information and belief, for example, under a
24 \$14.99 per month, 250 MB plan, a consumer could download a little over 2 hours of video
25 content per month before incurring overage charges, whereas under the \$29.99 per month
26 unlimited data plan, a consumer could finish a 3-hour movie, and download unlimited other
27 movies and content, without incurring any overage charges.
28

1 38. Having the option to turn the unlimited data plan on and off is material to
2 customers because it allows them access to unlimited data, at a reasonable flat cost, when they
3 need it (such as when they are going on vacation, and want to use their iPads to download full-
4 length movies), while at the same time allowing them to not pay for unlimited data when they do
5 not need it.

6 39. Defendants marketed and advertised the unlimited data plan, and the ability to
7 switch in and out of the unlimited data plan, to induce consumers to purchase iPads with 3G
8 capability. The iPads with 3G capability cost significantly more than the equivalent iPads
9 without 3G capability, but they were seen as worth the added cost by consumers who wanted the
10 flexibility and option of getting unlimited 3G data for a fixed cost when needed.

11 40. Defendants' representations regarding the continued availability of flexible,
12 unlimited data service plans were material to customers' decisions to purchase iPads with 3G
13 capability, Defendants intended that customers rely on those representations, and Plaintiffs and
14 the Class did rely on those representations in making their purchase decisions.

15 41. Defendants' representations, between January 27, 2010 and June 7, 2010,
16 regarding the continued availability of flexible, unlimited data service plans for purchasers of
17 iPads with 3G capability, were false, and Defendants knew or should have known that those
18 representations were false when they made them. Contrary to their numerous representations,
19 which were designed to induce customers to purchase 3G-enabled iPads and thereby drive up
20 sales and Defendants' profits, Defendants had no intention of providing customers with a flexible,
21 unlimited 3G data plan.

22 42. On or around June 2, 2010, Defendants announced, through a press release, that as
23 of June 7, 2010, they would no longer offer an unlimited 3G data plan for iPad customers. *See*
24 Exhibit E, attached hereto. Defendants provided no other notice of this policy change to
25 customers who purchased 3G-enabled iPads either before or after the June 2, 2010 press release
26 was issued. In contrast to their initial marketing blitz, relatively little effort was expended on this
27 announcement.
28

1 43. Pursuant to this change, customers can no longer choose to pay a fixed monthly
2 rate for unlimited 3G data, but rather are required to choose between other, limited data plans.
3 See Exhibit E, attached hereto. Many of the applications for which the iPad can be used, and for
4 which Defendants expressly marketed the iPad to customers—such as downloading movies and
5 other video content—would cause customers to significantly exceed the limits of the new limited
6 data plans that are available, thus resulting in overages and corresponding additional charges to
7 customers.

8 44. On information and belief, after June 7, 2010, customers who purchased iPads
9 with 3G capability before June 7, 2010 and who were signed up for an unlimited data plan as of
10 June 7, 2010 can maintain an unlimited plan; however, if those customers *ever* discontinue
11 subscribing to the unlimited data plan (*e.g.*, by changing to a different plan or choosing to have no
12 3G plan for a particular month), they cannot switch back to the unlimited data plan. On
13 information and belief, customers who purchased iPads with 3G capability before June 7, 2010
14 and who were signed up for a limited data plan as of June 7, 2010, will *never* have the option to
15 sign up for an unlimited data plan or, for that matter, to switch in and out of the unlimited data
16 plan. With respect to those customers who purchased 3G-enabled iPads before June 7, 2010 but
17 had not signed up for any 3G data plan as of June 7, 2010, there are inconsistent reports as to their
18 options after June 7, 2010. At least some of these customers have been denied by Defendants the
19 ability to *ever* sign up for the unlimited data plan, even as a one-time, non-flexible option, while it
20 appears that some others may have been given a one-time option to sign up for a non-flexible,
21 unlimited data plan. In all cases, none of these customers will have the option of switching in and
22 out of the unlimited plan as their data needs demand, as was promised.

23 45. In other words, even though Defendants widely trumpeted to customers the
24 availability of the unlimited 3G data plan and, specifically, that customers would be able to
25 switch in and out of the unlimited data plan in the future as their data needs demanded, many of
26 those customers who did not initially sign up for the unlimited data plan will *never* have the
27 option of “switching” or “upgrading” to the unlimited data plan in the future, as was promised,
28 and all such customers have lost the promised ability to switch in and out of the unlimited data

1 plan. Thus, despite Defendants' representations that the 3G data plan would be both "unlimited"
2 and "no-contract," a de facto long-term contract is now required to keep the promised benefit of
3 unlimited 3G data.

4 46. Defendants unilaterally withdrew the flexible, unlimited data plan option just over
5 a month after they started selling iPads with 3G capability. Defendants stripped Plaintiffs and the
6 Class of one of the key promised benefits of purchasing a 3G-enabled iPad – in some cases just
7 days (and, at most, about a month) after they purchased their iPads in reliance on Defendants'
8 misrepresentations.

9 47. Without the availability of a flexible, no-contract unlimited 3G data plan, the 3G-
10 enabled iPads that Plaintiffs and the Class purchased from Defendants are of significantly reduced
11 value and utility.

12 48. Defendants' unilateral withdrawal of the unlimited data plan option was timed to
13 occur after Apple's 14-day return deadline expired for the substantial number of customers,
14 including Plaintiffs, who bought 3G-enabled iPads during the initial rush when the product was
15 first launched. *See, e.g.*, <http://news.ycombinator.com/item?id=1397702>.

16 49. Defendants' misrepresentations continued right up to the time they withdrew the
17 unlimited data plan option. As of at least June 5, 2010—three days *after* Defendants announced
18 the June 7, 2010 change and just two days before the change was scheduled to take effect (*see*
19 Exhibit E, attached hereto)—Apple continued to falsely advertise on its website that purchasers of
20 3G-enabled iPads would be able to "upgrade" to the unlimited data plan, and switch in and out of
21 the unlimited data plan, in the future. *See* Exhibit F, attached hereto. As of at least June 5, 2010,
22 AT&T also continued to advertise this option despite the pending change that rendered the
23 representation completely false. *See* Exhibit G, attached hereto.

24 50. Even after the June 7, 2010 change took effect, Apple's website continued to
25 misrepresent to customers that the unlimited data plan was available for 3G-enabled iPads and
26 that customers would be able to upgrade in the future to the unlimited data plan, and switch in and
27 out of the unlimited data plan, as their data needs demanded. *See* Exhibit H, attached hereto.
28

1 enabled iPad would be unlimited 3G data downloading for a fixed monthly rate; and (b) if he
2 purchased a 3G-enabled iPad, he would be able to switch in and out of the unlimited 3G data plan
3 in the future as his monthly data needs demanded.

4 55. Similarly, on April 30, 2010, the day that Mr. Weisblatt purchased his 3G-enabled
5 iPad, customer service representatives at the Apple store where he made the purchase represented
6 to Mr. Weisblatt that if he purchased a 3G-enabled iPad: (a) one of his data plan options would be
7 an unlimited 3G data plan for a fixed monthly rate; and (b) he would be able to switch in and out
8 of the unlimited 3G data plan in the future as his monthly data needs demanded.

9 56. Based on the representations about the unlimited data plan and the ability to switch
10 in and out of it, Mr. Weisblatt decided to exchange his WiFi (non-3G-enabled) iPad and pay an
11 extra \$140.40 (with tax) for a 3G-enabled iPad. Mr. Weisblatt decided that the 3G-enabled iPad
12 was worth the additional cost because, in some months, unlimited 3G data access would allow
13 him to work outside of the office for several hours a week that he otherwise would have to spend
14 in the office, and allow him access to data-intensive content when he is away from home.

15 57. On May 2, 2010, two days after he purchased his 3G-enabled iPad, Mr. Weisblatt
16 signed up for the unlimited 3G data plan, and he was signed up for the unlimited data plan as of
17 June 7, 2010. However, due to variances in his work and life schedules, there are several months
18 each year where an unlimited 3G data plan would not benefit Mr. Weisblatt. Thus, Mr. Weisblatt
19 anticipated using the unlimited data plan in some months and not in others. The appeal to Mr.
20 Weisblatt of the 3G-enabled iPad was that, according to Defendants' representations, unlimited
21 3G data would be available to him for the months that he needed it, but he was not required to pay
22 for unlimited data in the months that he did not need it.

23 58. As a result of Defendants' June 7, 2010 policy change, Mr. Weisblatt no longer
24 has the option to switch in and out of the unlimited 3G data plan, as he was promised.

25 59. Had he known that his access to the unlimited 3G data plan option would be
26 restricted in the way it has been pursuant to the June 7, 2010 change (*i.e.*, that he would not be
27 allowed to switch in and out of the unlimited data plan based on his needs), Mr. Weisblatt would
28 not have purchased the iPad with 3G capability.

1 he was not required to pay for unlimited 3G data (or any 3G data plan, for that matter) in the
2 months that he did not need it.

3 65. As a result of Defendants' June 7, 2010 policy change, Mr. Hanna will never have
4 the option of signing up for the unlimited 3G data plan or the option to switch in and out of the
5 unlimited 3G data plan as his data needs demand, as he was promised.

6 66. Had he known the truth about his data plan options, Mr. Hanna would not have
7 purchased the iPad with 3G capability.

8 67. Mr. Hanna has been, and will continue to be, injured as a result of Defendants'
9 conduct alleged herein, in that, *inter alia*, he paid more than he otherwise would have for his iPad
10 and/or related services, has been denied important benefits that he was promised by Defendants
11 and that he paid for, and will be assessed excessive charges for downloading data to his iPad.

12 **PLAINTIFF DAVID TURK**

13 68. On April 30, 2010, Plaintiff David Turk purchased two 3G-enabled iPads (for him
14 and his wife) at an Apple Store in Tukwila, Washington, one a 16 GB model and the other a 64
15 GB model. The total purchase price for these two iPads was \$1,458.00 plus sales tax.

16 69. On May 18, 2010, Mr. Turk purchased a third 3G-enabled iPad, a 32 GB model,
17 for his daughter. Mr. Turk ordered this third iPad through Apple's online store. The total
18 purchase price for this iPad was \$796.80 (\$729.00 plus tax). He received this iPad on
19 approximately June 5, 2010.

20 70. Before he purchased his three 3G-enabled iPads, Mr. Turk researched the 3G-
21 enabled iPad on Apple's website. Mr. Turk saw representations from Defendants, including on
22 Apple's website, that: (a) one of the available data plans for the 3G- enabled iPad would be
23 unlimited 3G data downloading for a fixed monthly rate; and (b) if he purchased a 3G- enabled
24 iPad, he would be able to switch in and out of the unlimited 3G data plan in the future (including
25 upgrading to the unlimited data plan mid-month in any given month) as his data needs demanded.

26 71. Based on these representations, Mr. Turk decided to purchase the three 3G-enabled
27 iPads.

1 72. For one of the two 3G-enabled iPads that he purchased on April 30, 2010, Mr.
2 Turk signed up for the unlimited 3G data plan on April 30, 2010, and, for that iPad, he was signed
3 up for the unlimited 3G data plan as of June 7, 2010. For the other 3G-enabled iPad that he
4 purchased on April 30, 2010, Mr. Turk initially signed up for the limited 250MB 3G data plan on
5 May 4, 2010. He upgraded to the unlimited data plan shortly thereafter, and, for that iPad, he was
6 signed up for the unlimited 3G data plan as of June 7, 2010. When he purchased these two iPads
7 on April 30, 2010, Mr. Turk anticipated that, for each iPad, he would sign up for the unlimited
8 data plan in some months and not in others, based on his and his wife's changing 3G data needs.
9 The appeal to Mr. Turk of the 3G-enabled iPad was that, according to Defendants'
10 representations, unlimited 3G data would be available to him and his wife for the months that
11 they needed it, but he was not required to pay for unlimited data in the months that they did not
12 need it.

13 73. As a result of Defendants' June 7, 2010 policy change, with respect to both of the
14 3G-enabled iPads that he purchased on April 30, 2010, Mr. Turk no longer has the option to
15 switch in and out of the unlimited 3G data plan, as he was promised.

16 74. For the 3G-enabled iPad that Mr. Turk purchased for his daughter, and which he
17 received on June 5, 2010, his daughter attempted to sign up for the unlimited 3G data plan on
18 June 15, 2010, however she was not allowed to do so at that time. On June 20, 2010, Mr. Turk
19 and his daughter were able to sign up for the unlimited 3G data plan for this iPad. Mr. Turk and
20 his daughter would have instead signed up for a limited 3G data plan for this iPad at that time,
21 based on their expected data needs that month, but they signed up for the unlimited 3G data plan
22 because, as a result of Defendants' June 7, 2010 policy change, they believed this was their only
23 chance to ever sign up for an unlimited 3G data plan, albeit without the option to switch in and
24 out of the unlimited data plan based on their data needs, an option they were promised and which
25 they had intended to take advantage of.

26 75. As a result of Defendants' June 7, 2010 policy change, with respect to the 3G-
27 enabled iPad that Mr. Turk purchased for his daughter, Mr. Turk and his daughter will not have
28

1 the option to switch in and out of the unlimited 3G data plan based on their data needs, as was
2 promised.

3 76. Had he known the truth about the 3G data plan options, Mr. Turk would not have
4 purchased the three iPads with 3G capability.

5 77. Mr. Turk has been, and will continue to be, injured as a result of Defendants'
6 conduct alleged herein, in that, *inter alia*, he paid more than he otherwise would have for his
7 iPads and/or related services, has been denied important benefits that he was promised by
8 Defendants and that he paid for, and will be assessed excessive charges for downloading data to
9 his iPads.

10 **PLAINTIFF COLETTE OSETEK**

11 78. Plaintiff Colette Osetek purchased a 3G-enabled 64 GB iPad at an Apple store in
12 Braintree, Massachusetts on April 30, 2010. She paid \$829.00, plus sales tax, for the iPad.

13 79. Before she purchased the three 3G-enabled iPad, Ms. Osetek researched both the
14 standard Wi-Fi version of the iPad and the 3G-enabled iPad. Ms. Osetek became aware of
15 Defendants' representations, including those on Apple's website, that: (a) one of the two data
16 plans available for the 3G-enabled iPad would be unlimited 3G data downloading for a fixed
17 monthly rate; and (b) taking advantage of the unlimited 3G data plan did not require a long-term
18 contract; rather, she would be able to switch back and forth between the unlimited 3G data plan
19 and the less-expensive 250 MB plan based on her changing data needs, including the flexibility to
20 upgrade to the unlimited data plan even during a month that she had signed up for the 250MB
21 data plan.

22 80. These representations were material to Ms. Osetek's decision to purchase the 3G-
23 enabled iPad, and she decided to purchase the 3G-enabled iPad based on these representations.

24 81. Ms. Osetek signed up for the unlimited data plan on May 7, 2010. She purchased
25 the unlimited data plan believing that she would have the flexibility to switch in and out of the
26 unlimited data plan based on her needs for any particular month.

1 questions, which do not vary from Class member to Class member, and which may be determined
2 without reference to any Class member's individual circumstances, include, but are not limited to
3 whether:

4 a. The offer of an unlimited data plan and/or the ability to switch in
5 and out of an unlimited data plan are material facts that reasonable purchasers would have
6 considered important in making their purchase decisions;

7 b. Defendants engaged in unfair, false, misleading, or deceptive acts
8 or practices regarding its marketing and sale of 3G-enabled iPads, in violation of the UCL;

9 c. Defendants represented, through their words and conduct, that their
10 iPads with 3G capability had characteristics, uses, or benefits they did not actually have, in
11 violation of the CLRA;

12 d. Defendants advertised the 3G-enabled iPads with the intent not to
13 sell them as advertised, in violation of the CLRA;

14 e. Defendants' conduct regarding the marketing and sale of its 3G-
15 enabled iPads was likely to mislead or deceive, and is therefore fraudulent, within the meaning of
16 the UCL;

17 f. Defendants' conduct alleged herein constitutes false advertising in
18 violation of Cal. Bus. & Prof. Code §§ 17500, *et seq.*;

19 g. Defendants' conduct alleged herein constitutes fraud and/or
20 intentional misrepresentation;

21 h. Defendants' conduct alleged herein constitutes negligent
22 misrepresentation;

23 i. Defendants have been unjustly enriched by their conduct alleged
24 herein;

25 j. Plaintiffs and the Class are entitled to injunctive and/or other
26 equitable relief, including restitution and disgorgement, and if so, the nature and amount of such
27 relief;

1 k. Defendants are liable for actual and/or compensatory damages, and,
2 if so, the amount of such damages;

3 l. Defendants are liable for punitive damages, and if so, the amount of
4 such damages.

5 89. Typicality Under Rule 23(a)(3). Plaintiffs' claims are typical of the Class
6 members' claims. Defendants' common course of conduct caused Plaintiffs and all Class
7 members the same damages. In particular, Defendants' conduct caused each Class member's
8 economic losses. Likewise, Plaintiffs and other Class members must prove the same facts in
9 order to establish the same claims.

10 90. Adequacy of Representation Under Rule 23(a)(4). Plaintiffs are adequate Class
11 representatives because they are Class members and their interests do not conflict with Class
12 interests. Plaintiffs retained counsel competent and experienced in consumer protection class
13 actions, and together Plaintiffs and counsel intend to prosecute this action vigorously for the
14 Class's benefit. Plaintiffs and their counsel will fairly and adequately protect Class interests.

15 91. The Class can be properly maintained under Rule 23(b)(2). Defendants have acted
16 or refused to act, with respect to some or all issues presented in this Complaint, on grounds
17 generally applicable to the Class, thereby making appropriate final injunctive relief with respect
18 to the Class as a whole.

19 92. The Class can be properly maintained under Rule 23(b)(3). A class action is
20 superior to other available methods for the fair and efficient adjudication of this litigation because
21 individual litigation of each Class member's claim is impracticable. Even if each Class member
22 could afford individual litigation, the court system could not. It would be unduly burdensome if
23 thousands of individual cases proceed. Likewise, individual litigation presents a potential for
24 inconsistent or contradictory judgments, the prospect of a race for the courthouse, as well as the
25 risk of an inequitable allocation of recovery among those with equally meritorious claims.
26 Individual litigation further increases the expense and delay to all parties and the courts because it
27 requires individual resolution of common legal and factual questions. By contrast, the class
28

1 action device presents far fewer management difficulties and provides the benefit of a single
2 adjudication, economies of scale, and comprehensive supervision by a single court.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **(Intentional Misrepresentation)**

6 93. Plaintiffs, individually and on behalf of the Class, incorporate by reference all of
7 the allegations contained in the preceding paragraphs of this Complaint.

8 94. As alleged herein, in the course of conducting their business of selling iPads and
9 related services, Defendants have intentionally made numerous material misrepresentations of
10 fact to Plaintiffs and all members of the Class concerning the benefits of purchasing an iPad with
11 3G capability and the nature of customers' unlimited 3G data plan options.

12 95. Defendants intentionally failed to disclose material information regarding the
13 nature of 3G data plan options to Plaintiffs and the Class.

14 96. Defendants' misrepresentations alleged herein were the type of misrepresentations
15 that are material—*i.e.*, a reasonable person would attach importance to them and would be
16 induced to act on the information in making purchase decisions.

17 97. Defendants knew that the misrepresentations alleged herein were false at the time
18 they made them and/or acted recklessly in making such misrepresentations.

19 98. In making the misrepresentations alleged herein, Defendants intended that
20 Plaintiffs and the Class would rely on such misrepresentations and purchase iPads with 3G
21 capability.

22 99. Defendants' misrepresentations alleged herein are objectively material to the
23 reasonable consumer, and therefore reliance upon such misrepresentations may be presumed as a
24 matter of law.

25 100. Plaintiffs and the Class reasonably and justifiably relied to their detriment on
26 Defendants' intentional misrepresentations.

27 101. Defendants' intentional misrepresentations were a substantial factor in causing
28 Plaintiffs and the Class to purchase iPads with 3G capability from Defendants.

1 112. Defendants made such false promises with the knowledge that they would not
2 fulfill them and with the intention of not fulfilling them.

3 113. The false promises alleged herein are objectively material to the reasonable
4 consumer, and therefore reliance upon such promises may be presumed as a matter of law.

5 114. Plaintiffs and the Class reasonably and justifiably relied to their detriment on
6 Defendants' false promises.

7 115. Defendants' false promises were a substantial factor in causing Plaintiffs and the
8 Class to purchase iPads with 3G capability from Defendants.

9 116. As a proximate result of Defendants' false promises, Plaintiffs and each member
10 of the Class suffered damages in an amount to be proven at trial.

11 117. Defendants directly benefited from, and were unjustly enriched by, having made
12 the false promises alleged herein.

13 118. Defendants acted with "malice," as that term is defined in Cal. Civ. Code §
14 3294(c)(1), by engaging in the conduct alleged herein, which was specifically intended by
15 Defendants to cause substantial injury to Plaintiffs and the members of the Class.

16 119. Defendants' conduct alleged herein constitutes "fraud," as that term is defined in
17 Cal. Civ. Code 3294(c)(3), because such conduct involved Defendants making material promises,
18 which Defendants knew to be false, with the intent to cause injury to their customers.

19 120. Plaintiffs and the Class are entitled to actual and punitive damages and attorneys'
20 fees under Cal. Civ. Code § 3294(a).

21 121. As a proximate result of Defendants' false promises, Plaintiffs and each member
22 of the Class suffered an ascertainable loss and are entitled to equitable relief and compensatory
23 and punitive damages, in amounts to be proven at trial.

24 **THIRD CAUSE OF ACTION**
(Negligent Misrepresentation)

25 122. Plaintiffs, individually and on behalf of the Class, incorporate by reference all of
26 the allegations contained in the preceding paragraphs of this Complaint.

27 123. As alleged herein, in the course of conducting their business of selling iPads and
28 related services, Defendants have made numerous material misrepresentations of fact to Plaintiffs

1 and all members of the Class concerning the benefits of purchasing an iPad with 3G capability
2 and the nature of customers' unlimited 3G data plan options.

3 124. Defendants failed to disclose material information regarding the nature of 3G data
4 plan options to Plaintiffs and the Class.

5 125. Defendants' misrepresentations alleged herein were supplied to customers for the
6 purpose of affecting their purchase decisions.

7 126. Defendants had no reasonable grounds for believing that their misrepresentations
8 were true.

9 127. Defendants failed to exercise reasonable care and/or diligence in communicating
10 their misrepresentations to customers and failing to disclose material information to customers.

11 128. Defendants' misrepresentations alleged herein were the type of misrepresentations
12 that are material—*i.e.*, a reasonable person would attach importance to them and would be
13 induced to act on the information in making purchase decisions.

14 129. Defendants' misrepresentations alleged herein are objectively material to the
15 reasonable consumer, and therefore reliance upon such misrepresentations may be presumed as a
16 matter of law.

17 130. Plaintiffs and the Class reasonably and justifiably relied to their detriment on
18 Defendants' misrepresentations.

19 131. Defendants' misrepresentations were a substantial factor in causing Plaintiffs and
20 the Class to purchase iPads with 3G capability from Defendants.

21 132. As a proximate result of Defendants' misrepresentations, Plaintiffs and each
22 member of the Class suffered damages in an amount to be proven at trial.

23 133. Defendants directly benefited from, and were unjustly enriched by, their
24 misrepresentations.

25 **FOURTH CAUSE OF ACTION**
26 **(Violation of Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*)**

27 134. Plaintiffs, individually and on behalf of the Class, incorporate by reference all of
28 the allegations contained in the preceding paragraphs of this Complaint.

1 135. Defendants are “persons” as defined in Cal. Civil Code § 1761(c).

2 136. Plaintiffs and the Class members are “consumers” as defined in Cal. Civil Code §
3 1761(d).

4 137. The iPads that Plaintiffs and the Class purchased from Defendants are “goods”
5 and/or “services” within the meaning of Cal. Civil Code § 1761(a), (b).

6 138. The 3G wireless services that Plaintiffs and the Class purchased from Defendants
7 are “goods” and/or “services” within the meaning of Cal. Civil Code § 1761(a), (b).

8 139. The purchases by Plaintiffs and the Class of the goods and services sold by
9 Defendants, alleged herein, constitute “transactions” within the meaning of Cal. Civ. Code §§
10 1761(e) and 1770.

11 140. In connection with their sale of goods and services to Plaintiffs and the Class,
12 Defendants violated the Consumer Legal Remedies Act (“CLRA”) in at least the following ways:

13 a. Misrepresenting to Plaintiffs and the Class that they would be able
14 to subscribe to, and switch in and out of, the unlimited data plan in the future as their monthly
15 data needs demanded, whether or not they initially signed up for the unlimited data plan, in
16 violation of Cal. Civ. Code §§ 1770(a)(5), (9), (14), and (16);

17 b. Misrepresenting to Plaintiffs and the Class that Defendants’ goods
18 and services had characteristics and benefits they did not have, in violation of Cal. Civ. Code §
19 1770(a)(5);

20 c. Advertising goods and services to Plaintiffs and the Class with the
21 intent not to sell them as advertised, in violation of Cal. Civ. Code § 1770(a)(9);

22 d. Misrepresenting that their transactions with Plaintiffs and the Class
23 conferred benefits and rights on Plaintiffs and the Class, and obligations on Defendants, which
24 were not, in fact, conferred, in violation of Cal. Civ. Code § 1770(a)(14); and

25 e. Misrepresenting to Plaintiffs and the Class that the subject of a
26 transaction has been supplied in accordance with a previous representation when it has not, in
27 violation of Cal. Civ. Code § 1770(a)(16).

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1 141. In addition, under California law, a duty to disclose arises in four circumstances:
2 (1) when the defendant is in a fiduciary relationship with the plaintiff; (2) when the defendant had
3 exclusive knowledge of material facts not known to the plaintiff; (3) when the defendant actively
4 conceals a material fact from the plaintiff; and (4) when the defendant makes partial
5 representations but also suppresses some material facts.

6 142. Defendants had a duty to disclose to Plaintiffs and the Class the true nature of the
7 unlimited data plan options because: (a) Defendants had exclusive knowledge of the information
8 at the time of sale; (b) Defendants actively concealed from Plaintiffs and the Class the true nature
9 of the unlimited data plan options, which was material information to customers; and (c)
10 Defendants made partial representations to Plaintiffs and the Class regarding the nature of the
11 unlimited data plan options.

12 143. Defendants violated the CLRA by concealing material information from Plaintiffs
13 and the Class regarding the true nature of the unlimited data plan options when they had a duty to
14 disclose that information.

15 144. Defendants' misrepresentations and omissions in violation of the CLRA were
16 likely to mislead consumers. Plaintiffs and the Class reasonably interpreted Defendants'
17 representations and omissions to mean that they would be able to subscribe to, and switch in and
18 out of, the unlimited data plan in the future as their monthly data needs demanded, whether or not
19 they initially signed up for the unlimited data plan.

20 145. Defendants' conduct alleged herein was intentional and was specifically designed
21 to induce customers to purchase iPads with 3G capability.

22 146. Defendants' misrepresentations and omissions alleged herein were material in that
23 a reasonable person would attach importance to such information and would be induced to act
24 upon such information in making purchase decisions.

25 147. Plaintiffs and the Class relied to their detriment on Defendants' misrepresentations
26 and omissions in purchasing their iPads with 3G capability.

1 is not limited to, (a) misrepresenting to Plaintiffs and the Class that they would be able to
2 subscribe to, and switch in and out of, the unlimited data plan in the future as their monthly data
3 needs demanded, whether or not they initially signed up for the unlimited data plan; (b)
4 concealing the true nature of the unlimited data plan options from Plaintiffs and the Class; and (c)
5 denying Plaintiffs and the Class the promised benefit of the continuing option to switch in and out
6 of the unlimited data plan and unilaterally imposing upon Plaintiffs and the Class a choice
7 between less advantageous data plan options.

8 154. The conduct alleged herein constitutes fraud, intentional misrepresentation,
9 negligent misrepresentation, unjust enrichment, and violations of the CLRA and the Cal. Bus. &
10 Prof. Code §§ 17500, *et seq.*, thus providing the basis for a finding of liability under the
11 “unlawful” prong of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

12 155. The conduct herein is “unfair” because it offends established public policy and/or
13 is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to customers.

14 156. Defendants’ unfair, unlawful, and deceptive acts and practices alleged herein were
15 “fraudulent” and have deceived and/or are likely to deceive Plaintiffs and other reasonable
16 consumers.

17 157. Defendants’ unfair, unlawful, and deceptive acts and practices alleged herein were
18 specifically designed to induce Plaintiffs and the Class to purchase iPads with 3G capability.

19 158. Defendants’ misrepresentations and omissions alleged herein were material in that
20 a reasonable person would attach importance to such information and would be induced to act
21 upon such information in making purchase decisions.

22 159. Defendants’ misrepresentations and omissions alleged herein are objectively
23 material to the reasonable consumer, and therefore reliance upon such misrepresentations may be
24 presumed as a matter of law.

25 160. Plaintiffs and the Class relied to their detriment on Defendants’ misrepresentations
26 and omissions in purchasing their 3G-enabled iPads from Defendants.

1 169. As a result of the foregoing, Plaintiffs and each member of the Class have been
2 injured and have lost money or property, and are entitled to restitution and injunctive relief.

3 **SEVENTH CAUSE OF ACTION**
4 **(Unjust Enrichment)**

5 170. Plaintiffs, individually and on behalf of the Class, incorporate by reference all of
6 the allegations contained in the preceding paragraphs of this Complaint.

7 171. As alleged herein, Defendants intentionally and/or recklessly made false
8 representations to Plaintiffs and the Class to induce them to purchase iPads with 3G capability.
9 Plaintiffs and the Class have reasonably relied on these false representations in purchasing iPads
10 with 3G capability.

11 172. As alleged herein, Defendants made false promises to Plaintiffs and the Class
12 which Defendants did not intend to keep, and which Defendants did not keep, to induce Plaintiffs
13 and the Class to purchase iPads with 3G capability. Plaintiffs and the Class have reasonably
14 relied on these false promises in purchasing iPads with 3G capability.

15 173. As alleged herein, Plaintiffs and the Class did not receive all of the benefits that
16 they were promised by Defendants, and paid more to Defendants for their products and services
17 than they otherwise would have paid, and will continue to do so.

18 174. It would be inequitable and unconscionable for Defendants to retain the profits,
19 benefits, and other compensation they obtained from their deceptive, misleading, and unlawful
20 conduct alleged herein.

21 175. Plaintiffs and the Class are entitled to restitution of, disgorgement of, and/or the
22 imposition of a constructive trust upon, all profits, benefits, and other compensation obtained by
23 Defendants from their deceptive, misleading, and unlawful conduct alleged herein.

24 **PRAYER FOR RELIEF**

25 Plaintiffs, on behalf of themselves and the Class, request that the Court order the
26 following relief and enter judgment against Defendants as follows:

27 a. An Order certifying the proposed Class and appointing Plaintiffs
28 and their counsel to represent the Class;

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Dated: December 10, 2010

SCHUBERT JONCKHEER & KOLBE LLP

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Proposed Interim Class Counsel

I, Michael W. Sobol, am the ECF User whose ID and password are being used to file this Stipulation. In compliance with General Order 45, section X.B., I hereby attest that concurrence in the filing of the document has been obtained from each of the other signatories.

By: /s/ Michael W. Sobol
Michael W. Sobol

EXHIBIT A

Search Store

Shop iPad iPad

Help Account Cart

Search Store

iPad

A magical and revolutionary product at an unbelievable price.



Now Shipping

Select your iPad.

Wi-Fi

16GB¹

Ships: 7-10 business days

Free Shipping

\$499.00

Select

32GB¹

Ships: 7-10 business days

Free Shipping

\$599.00

Select

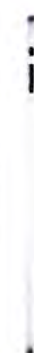
64GB¹

Ships: 7-10 business days

Free Shipping

\$699.00

Select



Wi-Fi | Wi-Fi + 3G

Wi-Fi + 3G 3G data plan sold separately. [Learn more](#)

16GB¹

Ships: 7-10 business days

Free Shipping

\$629.00

Select

32GB¹

Ships: 7-10 business days

Free Shipping

\$729.00

Select

64GB¹

Ships: 7-10 business days

Free Shipping

\$829.00

Select

Fast, free shipping on iPad. Questions? Just ask. 1-800-MY-APPLE. Shop for iPad accessories. 6 or 12 month special financing options.

iPad at a glance. [Visit the iPad site](#)

[Overview](#) [Tech Specs](#) [Gallery](#)



About iPad with Wi-Fi + 3G

Take a network with you wherever you go.

iPad is available in a Wi-Fi + 3G model for fast cellular network access when you're not within range of a Wi-Fi network.²



No-contract, 3G service.

In the U.S., 3G service will be available from AT&T. You can choose from two breakthrough data plans — no long-term contract required.

AT&T 3G data plans for iPad

Data per month	Price per month
250MB/month	\$14.99
Unlimited	\$29.99

One month is based on 30 consecutive days, and starts at the date and time of your purchase.

Easy sign-up.

You sign up for 3G service right on your iPad. And you can monitor your data usage and change your plan at any time, including switching to unlimited data or canceling 3G service if



The best way to experience the web, email, photos, and video.

Page through websites, write an email, flick through photos, or watch a movie with just the touch of a finger.

[Learn about iPad features](#)



A design that's thin, light, and brilliant.

iPad has a 9.7-inch, high-resolution LED-backlit IPS display and incredible Multi-Touch capability. Yet it's thin and light enough to take anywhere.

[Learn about iPad design](#)



Thousands of apps made just for iPad. With more coming every day.

Right now you can discover over a thousand apps on the App Store made just for iPad — with more coming every day. And if that's not enough, you can also run almost 200,000 iPhone apps.¹

[Learn about iPad apps](#)



Introducing iBooks. A new way to read and buy books.

Download the free iBooks app from the App Store. More than a great ebook reader, it's also an amazing place to browse and shop for books.⁴

[Learn more about the iBookstore](#)

you know you won't need it. [Learn more about iPad with Wi-Fi + 3G](#)

What's included.

In the box

- iPad
- Dock Connector to USB Cable
- 10W USB Power Adapter
- SIM eject tool
- (Wi-Fi + 3G model only)
- Documentation



Mac requirements

- Mac computer with USB 2.0 port
- Mac OS X v10.5.8 or later
- iTunes 9.1 or later ([free download](#))
- iTunes Store account
- Internet access

PC requirements

- PC with USB 2.0 port
- Windows 7; Windows Vista; or Windows XP Home or Professional with Service Pack 3 or later
- iTunes 9.1 or later ([free download](#))
- iTunes Store account
- Internet access

3G data plan FAQs.

What are the 3G data plan options from AT&T?

There are two monthly data plans: 250MB or unlimited. There's no contract, and you can sign up and change your service right on your iPad. In addition, AT&T data plans include unlimited access to over 20,000 Wi-Fi hotspots at locations including Starbucks, Barnes & Noble, and more.

How can I find out if I have coverage in my area?

Simply enter your street address, city, and state or zip code in the [AT&T Data Coverage Viewer](#).

Am I required to purchase a data plan if I buy an iPad with Wi-Fi + 3G?

No. When you're ready to use 3G service, just sign up right on your iPad. You can always use the built-in 802.11n Wi-Fi to access the Internet.

Can I use my current iPhone service plan with the iPad?

No. The cellular plan for iPhone is separate from the iPad plan.

Can I use my iPad while traveling outside of the U.S.?

You can connect to Wi-Fi hotspots anywhere in the world. Please check with AT&T regarding international 3G usage.

If I choose the 250MB plan, what happens when I reach my monthly limit?

As you get close to your monthly data limit, you'll receive onscreen messages to help you decide whether to upgrade to another 250MB or switch to the unlimited plan. You can also check your data usage anytime in Settings.


How do I sign up for an AT&T 3G data plan?

On your iPad, tap Settings and choose Cellular Data. Then type in your user information, select a plan, and enter your credit card information. There's no need to visit a store or call customer service.

[Learn how to sign up, monitor, and manage your 3G service](#) — all from your iPad.

Are iPhone and iPad SIM cards interchangeable?
 No. Your iPhone SIM card will not fit into your iPad.



 **Questions? Just ask.** Talk with a knowledgeable Apple specialist. Call 1-800-MY-APPLE

Buy your iPad with complete confidence.

Technical Support and the iPad Warranty



Every iPad comes with complimentary telephone technical support within 90 days of your iPad purchase. In addition, your iPad, its rechargeable battery, and all included accessories are covered against defects for one year from the original purchase date by a limited hardware warranty.



Genius Bar — Available at every Apple Retail Store, it's the place for free advice, insight, and friendly, hands-on technical support for your iPad, Mac, iPod, iPhone, or Apple TV. Make a reservation ahead of time to guarantee your spot. [Learn more about the Genius Bar at Apple Retail Stores](#)

AppleCare Protection Plan



Extend your technical support and hardware coverage for two years from the original purchase date of your iPad with the AppleCare Protection Plan. You get direct access to Apple's own experts for questions and advice about using your iPad. And you get repair or replacement service — including parts and labor — on your iPad, its battery, and included accessories. (For further details, read [terms and conditions](#).)

Just \$99.00 — Simply add the AppleCare Protection Plan to your order after selecting your iPad.

[Learn more about the AppleCare Protection Plan](#)



Accessories for your iPad.



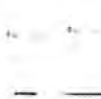
iPad Keyboard Dock
 The iPad Keyboard Dock combines a charging dock with a full-size keyboard. The dock includes a rear dock connector port and an audio line out port.
\$69.00 [Learn more >](#)



iPad Case
 The iPad Case not only protects your iPad, it can be used in various positions. So it's easy to type, look at photos and slideshows, or watch movies.
\$39.00 [Learn more >](#)



iPad Dock
 The iPad Dock lets you dock and charge your iPad. It includes a rear dock connector and an audio line out port.
\$29.00 [Learn more >](#)



Apple iPad Camera Connection Kit
 The Camera Connection Kit gives you two ways to import photos and videos from a digital camera: using the camera's USB cable or using the included SD card reader.
\$29.00 [Learn more >](#)



iPad 10W USB Power Adapter
 The iPad 10W USB Power Adapter lets you charge your iPad directly through an electrical outlet. And the 6-foot-long power cord allows you to charge it from an even greater distance.
\$29.00 [Learn more >](#)



iPad Dock Connector to VGA Adapter
 The iPad Dock Connector to VGA Adapter lets you connect your iPad to a TV, monitor, projector, or LCD that uses a VGA connector or cable so you can watch slideshows and movies.
\$29.00 [Learn more >](#)

1 1GB = 1 billion bytes, actual formatted capacity less.
 2 Wireless service and some features not available in all areas.

3. Application availability and pricing are subject to change.

4. iBooks is available only in the U.S.

[Apple Store \(U.S.\)](#) [Change Country](#) [Education Store](#) [Business Store](#) [Government Store](#)
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You can also order from The Apple Store by calling 1-800-MY-APPLE

EXHIBIT B



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Cell Phones & Devices | Cell Phone Plans | Prepaid GoPhone | Services | Ringtones & Apps | Accessories | Packages & Deals

AT&T 3G Data Plans for iPad

Data per month	Price per month*
250 MB	\$14.99
Unlimited	\$29.99

Data Service from AT&T

Extend the data coverage for your Apple® iPad™ Wi-Fi + 3G even further. Sign up for 3G data service from AT&T, the nation's fastest 3G network. AT&T offers two data plan options - 250 MB or unlimited data, with recurring monthly charge and no long-term contract.

To help you manage your data with a 250 MB plan, iPad will notify you at 20%, 10%, and when there's no more data available, so you can decide if you want to add more data or upgrade to an unlimited data plan. To provide a seamless data experience, your domestic data service will be automatically renewed every 30 days, unless you decide to cancel your service before the end of the 30 days.

AT&T 3G Network + Wi-Fi

AT&T has the nation's fastest 3G network, covering more than 230 million people across the U.S. And once you have the right data plan in place, you can fully experience iPad with Wi-Fi + 3G for superfast Web browsing and downloads, at more than 20,000 AT&T Wi-Fi Hot Spot locations nationwide. AT&T Hot Spot partners include participating Barnes & Noble and Starbucks locations.

Coverage Viewer

AT&T has the fastest 3G network in America. Enter your ZIP Code to check your coverage area.

ZIP Code 
[View \(optional\) map](#)

Buy iPad

iPad is available for purchase at Apple stores and online.

[Find an Apple Store](#)
[Apple online](#)

Find a Hot Spot

Connect quickly and seamlessly to thousands of AT&T Wi-Fi Hot Spots nationwide.

[Find an AT&T Hot Spot near you](#)

Micro-SIM for iPad

Need to order a replacement SIM card for your iPad with Wi-Fi + 3G?

[Get a new SIM](#)

International Data

AT&T offers international data plans for people with the travel bug.

[Learn more](#)

Plans expire when you have used all the data included in your plan, or in 30 days, whichever occurs first. Domestic Plans automatically renew every 30 days unless you cancel prior to your Domestic Plan renewing.

[Wireless Service Agreement](#) | [Cell Phone Records Security](#)

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EXHIBIT C

iPad

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iPad with Wi-Fi + 3G. The best way to stay connected.

All iPad models come with built-in 802.11n Wi-Fi. If you want to extend your network coverage further, choose iPad with Wi-Fi + 3G and sign up for access to 3G data service.*



Take a network with you wherever you go.

iPad with Wi-Fi + 3G offers superfast data speeds up to 7.2 Mbps over 3G cellular networks around the world. It's perfect when you're out and about with no access to a Wi-Fi network, because you can still get a fast connection for surfing the web, sending and receiving email, or getting directions. Since iPad seamlessly switches between 3G and even faster Wi-Fi, you always get the best connection available. And with AT&T data plans, you'll have access to over 20,000 Wi-Fi hotspots, including Starbucks, Barnes and Noble, and more.

No-contract 3G service.

In the United States, 3G service is available through a breakthrough deal with AT&T. You choose the amount of data per month you want to buy — 250MB or unlimited. If you choose the 250MB plan, you'll receive onscreen messages as you get close to your monthly data limit so you can decide whether to turn off 3G or upgrade to the unlimited plan. Best of all, there's no long-term contract. So if you have a business trip or vacation approaching, just sign up for the month you'll be traveling and cancel when you get back. You don't need to visit a store to get 3G service. You can sign up, check your data usage, manage your account, or cancel your service — all from your iPad.

AT&T 3G Data Plans for iPad

Data per month	Price per month
250MB	\$14.99
Unlimited	\$29.99

One month is based on 30 consecutive days, and starts at the date and time of your purchase.

Sign up, monitor, and manage your 3G service — all from your iPad.

Sign up on your iPad.

You can sign up for 3G data service with AT&T at any time — right on your iPad. There's no need to visit a store or call customer service. Just tap Settings and



choose Cellular Data. Then type in your user information, select a plan, and enter your credit card information.



Monitor your data usage.

You can check your data usage in Settings on your iPad anytime. iPad will even let you know when you're about to reach your 250MB data limit. You'll get three alerts — at 20 percent, 10 percent, and zero. With each alert, you can choose to add more data or wait and do it later. Tap Now and iPad opens the Cellular Data Plan window so you can update your data plan.

Manage your data plan.

iPad makes it easy to choose the data plan that works best for you. When you need more data, you can add another 250MB or upgrade to the Unlimited Data plan. Because you sign up for a data plan in monthly increments, you can cancel your plan at any time and then sign up again whenever you need 3G service.



Get to know iPad.
Watch the Guided Tours.



A whole new world of apps.
Discover apps made just for iPad.



MobileMe and iPad.
Keep your iPad in sync with all your devices.



Buy iPad. From \$499

Apple Online Store
Buy your iPad and get free shipping
Apple Retail Store
Find a store to buy your iPad
Call 1-800-MY-APPLE (800-692-7753).

⁴3G data plan sold separately.

EXHIBIT D



AT&T 3G Data Plans for Apple iPad

Simple Pricing on the Nation's Fastest 3G Network with Access to Nation's Largest Wi-Fi Network* (at no additional cost)

AT&T is offering simple and straightforward 3G pre-paid data plans for iPad – complete with easy, on-device activation and management. Data plans for iPad include access to more than 20,000 AT&T Wi-Fi Hot Spots nationwide at no additional cost. Check out 3G plans for iPad, and some helpful Q&A, below.

Domestic Data Plans for iPad

Recurring monthly charge with no long term contract

- \$14.99 per month for 250 MB
- \$29.99 per month for unlimited data
- Unlimited access – no added cost – to AT&T's 20,000+ Wi-Fi Hot Spots

How do I manage my 3G plan for iPad? Can I turn service off or change my plan?

Once you sign up for iPad 3G data service, you can add to or cancel your domestic plan at any time – no penalty. For domestic plans, if you do not cancel, your service will automatically renew every 30 days to provide a more seamless data experience on an ongoing basis. For example, if you activate service on May 9, your service will automatically renew 30 days later with the same plan. If you do make a change, a new 30-day window begins.

What happens if I exceed the amount of data in my selected plan before the end of one month?

With the on-device management system, you can check your data usage in Settings>Cellular Data on your iPad at anytime. Also, for the \$14.99 plan, iPad will even let you know when you're about to reach your 250 MB data limit. You'll get three alerts — at 20 percent, 10 percent, and zero. With each alert, you can choose to add more data or wait and do it later.

If you do exceed the amount of data in your plan, your plan will expire, but it's easy to add another one. Also, with domestic plans, you can wait until the 30th day from your purchase when your plan will automatically renew going forward.

For additional support, visit www.apple.com/ipad/3g

**Based on non-municipal company owned and operated sites.*

3G Services not available in all areas. For terms and conditions visit www.att.com for Wireless Service Terms Session Based Wireless Data Services Agreement.

Helpful Reminders

- ✓ One month is based on 30 consecutive days, and starts at the date and time of your purchase
- ✓ Charges will appear on credit card bill
- ✓ Change domestic data plan at any time
- ✓ Visit Settings>Cellular Data on iPad to check data use

EXHIBIT E

AT&T Announces New Lower-Priced Wireless Data Plans to Make Mobile Internet More Affordable to More People

Dallas, Texas, June 02, 2010

ShareThis

AT&T®, the U.S. smartphone leader, today introduced new wireless data plans that make it more affordable for more people to enjoy the benefits of the mobile Internet. Customers can pick the new data plan that best meets their needs – either a \$15 per month entry plan or a \$25 per month plan with 10 times more data. Current smartphone customers are not required to switch to the new plans, but can choose to do so without a contract extension.

"AT&T helps mobilize everything on the Internet – your favorite web sites, TV shows, music, games and social networks. Virtually everything previously done while sitting at a computer can now be done on the go," said Ralph de la Vega, president and CEO, AT&T Mobility and Consumer Markets. "To give more people the opportunity to experience these benefits, we're breaking free from the traditional 'one-size-fits-all' pricing model and making the mobile Internet more affordable to a greater number of people."

Each plan includes unlimited access at no additional charge to more than 20,000 AT&T Wi-Fi Hot Spots in the U.S. Customers can also use unlimited Wi-Fi at home, in the office or elsewhere if available. AT&T will also help customers manage their wireless data usage by sending free text messages after customers reach different usage intervals and by providing online tools, including a smartphone app that shows monthly usage information.

The new wireless data plans – including a new tethering option – will be available beginning June 7. Current AT&T voice and texting plans are unchanged.

More Choice

The new AT&T plans provide large amounts of data to enable people to enjoy their favorite online activities:

- **DataPlus.** Provides 200 megabytes (MB) of data – for example, enough to send/receive 1,000 emails (no attachments), plus send/receive 150 emails with attachments, plus view 400 Web pages, plus post 50 photos on social media sites, plus watch 20 minutes of streaming video – for just \$15 per month.** This plan, which can save customers up to 50 percent off their wireless data charges, is designed for people who primarily like to surf the web, send email and use social networking apps. If customers exceed 200 MB in a monthly billing cycle, they will receive an additional 200 MB of data usage for \$15 for use in the cycle. Currently, 65 percent of AT&T smartphone customers use less than 200 MB of data per month on average.
- **DataPro.** Provides 2 gigabytes (GB) of data – for example, enough to send/receive 10,000 emails (no attachments), plus send/receive 1,500 emails with attachments, plus view 4,000 Web pages, plus post 500 photos to social media sites, plus watch 200 minutes of streaming video – for \$25 per month.** Should a customer exceed 2 GB during a billing cycle, they will receive an additional 1 GB of data for \$10 for use in the cycle. Currently, 98 percent of AT&T smartphone customers use less than 2 GB of data a month on average.
- **Tethering.** Smartphone customers – including iPhone customers – who choose the DataPro plan have the option to add tethering for an additional \$20 per month. Tethering lets customers use their smartphones as a modem to provide a broadband connection for laptop computers, netbooks or other computing devices. Tethering for iPhones will be available when Apple releases iPhone OS 4 this summer.

With the new wireless data plans, pricing for a smartphone voice and data bundle now starts at just \$54.99 per month for an individual plan, or \$24.99 per month for an additional line on a FamilyTalk plan, \$15 per month less than the price of the previous entry level bundle.

For new iPad customers, the \$25 per month 2 GB plan will replace the existing \$29.99 unlimited plan. iPad customers will continue to pre-pay for their wireless data plan and no contract is required. Existing iPad customers who have the \$29.99 per month unlimited plan can keep that plan or switch to the new \$25 per month plan with 2 GB of data.

Wi-Fi at 20,000 AT&T Hot Spots

The vast majority of smartphones that AT&T offers have built-in Wi-Fi, which lets the devices automatically switch from the wireless network to a Wi-Fi hotspot without prompting, making Wi-Fi even more convenient and easy to use. This enables customers to use Wi-Fi in the home, office and at public locations where available. Wi-Fi will generally provide consistently fast speeds and does not count against a customer's monthly data plan usage total. In addition, virtually all AT&T smartphone customers have access at no additional charge to more than 20,000 AT&T Wi-Fi Hot Spots in the U.S. Customers can get more information on how to use Wi-Fi and find the location of AT&T Wi-Fi Hot Spots at

News Sources

- RSS News Releases
- RSS Spanish News Releases
- RSS Podcasts
- WAP Mobile News
- Learn More about receiving AT&T news.

www.att.com/wifiaccess.

Monitoring and Managing Usage

To help customers easily check their data usage, AT&T has made the information readily available in a number of ways**:

- **Customer Text Notifications On Data Usage.** When customers begin to approach their monthly usage limit, AT&T will send three text notifications – after they reach 65 percent, 90 percent and 100 percent of the threshold. Customers will also be sent emails if AT&T has their email address.
- **Data Usage Monitoring.** Additionally, customers with iPhones and other select devices can use the free AT&T myWireless application to check data usage. The application is available for download in several smartphone app stores. Also, AT&T customers can call *DATA# from their wireless phone to check their data usage for the current billing period. They receive a free text message with their usage information. Customers can also go online to www.att.com/wireless to see all of their usage information, past and present.
- **Data Calculator.** The easy-to-use online data calculator enables customers to estimate their mobile data usage and get a better sense for which data plan is right for them. It's located at www.att.com/datacalculator.

Customers can learn more about the new plans online at www.att.com/dataplans, by contacting AT&T customer service at 1-800-331-0500, or by visiting an AT&T retail store.

AT&T expects these new data plans to have minimal revenue impact this year and to not affect previous guidance for 2010.

* AT&T products and services are provided or offered by subsidiaries and affiliates of AT&T Inc. under the AT&T brand and not by AT&T Inc.

** Usage examples are estimates. Individual results will vary based upon customer's Internet usage patterns.

*** Customers will see their usage reflected in their tools generally within 15 hours or less of actual data usage.

Largest Wi-Fi network (also based on non-municipal company and owned and operated hotspots). An 802.11 b/g enabled device required.

About AT&T

AT&T Inc. (NYSE:T) is a premier communications holding company. Its subsidiaries and affiliates – AT&T operating companies – are the providers of AT&T services in the United States and around the world. With a powerful array of network resources that includes the nation's fastest 3G network, AT&T is a leading provider of wireless, Wi-Fi, high speed Internet and voice services. A leader in mobile broadband, AT&T also offers the best wireless coverage worldwide, offering the most wireless phones that work in the most countries. It also offers advanced TV services under the AT&T U-verseSM and AT&T DIRECTVSM brands. The company's suite of IP-based business communications services is one of the most advanced in the world. In domestic markets, AT&T Advertising Solutions and AT&T Interactive are known for their leadership in local search and advertising. In 2010, AT&T again ranked among the 50 Most Admired Companies by FORTUNE® magazine.

Additional information about AT&T Inc. and the products and services provided by AT&T subsidiaries and affiliates is available at www.att.com. This AT&T news release and other announcements are available at www.att.com/news and as part of an RSS feed at www.att.com/news/rss. Or follow our news on Twitter at @ATTNews. Find us on Facebook at www.facebook.com/ATTNews to discover more about our consumer and wireless services or at www.att.com/smallbusiness to discover more about our small business services.

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Cautionary Language Concerning Forward-Looking Statements

Information set forth in this news release contains financial estimates and other forward-looking statements that are subject to risks and uncertainties, and actual results may differ materially. A discussion of factors that may affect future results is contained in AT&T's filings with the Securities and Exchange Commission. AT&T disclaims any obligation to update or revise statements contained in this news release based on new information or otherwise. This news release may contain certain non-GAAP financial measures. Reconciliations between the non-GAAP financial measures and the GAAP financial measures are available on the company's

Web site at . Accompanying financial statements follow.

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EXHIBIT F

iPad

Features Design Apps for iPad Gallery Guided Tours Tech Specs Buy Now

iPad with Wi-Fi + 3G. The best way to stay connected.

All iPad models come with built-in 802.11n Wi-Fi. If you want to extend your network coverage further, choose iPad with Wi-Fi + 3G and sign up for access to 3G data service.*



Take a network with you wherever you go.

iPad with Wi-Fi + 3G offers superfast data speeds up to 7.2 Mbps over 3G cellular networks around the world. It's perfect when you're out and about with no access to a Wi-Fi network, because you can still get a fast connection for surfing the web, sending and receiving email, or getting directions. Since iPad seamlessly switches between 3G and even faster Wi-Fi, you always get the best connection available. And with AT&T data plans, you'll have access to over 20,000 Wi-Fi hotspots, including Starbucks, Barnes and Noble, and more.

No-contract 3G service.

In the United States, 3G service is available through a breakthrough deal with AT&T. You choose the amount of data per month you want to buy — 250MB or unlimited. If you choose the 250MB plan, you'll receive onscreen messages as you get close to your monthly data limit so you can decide whether to turn off 3G or upgrade to the unlimited plan. Best of all, there's no long-term contract. So if you have a business trip or vacation approaching, just sign up for the month you'll be traveling and cancel when you get back. You don't need to visit a store to get 3G service. You can sign up, check your data usage, manage your account, or cancel your service — all from your iPad.

AT&T 3G Data Plans for iPad

Data per month	Price per month
250MB	\$14.99
Unlimited	\$29.99

One month is based on 30 consecutive days, and starts at the date and time of your purchase.

Sign up, monitor, and manage your 3G service — all from your iPad.

Sign up on your iPad.

You can sign up for 3G data service with AT&T at any time — right on your iPad. There's no need to visit a store or call customer service. Just tap Settings and



choose Cellular Data. Then type in your user information, select a plan, and enter your credit card information.



Monitor your data usage.

You can check your data usage in Settings on your iPad anytime. iPad will even let you know when you're about to reach your 250MB data limit. You'll get three alerts — at 20 percent, 10 percent, and zero. With each alert, you can choose to add more data or wait and do it later. Tap Now and iPad opens the Cellular Data Plan window so you can update your data plan.

Manage your data plan.

iPad makes it easy to choose the data plan that works best for you. When you need more data, you can add another 250MB or upgrade to the Unlimited Data plan. Because you sign up for a data plan in monthly increments, you can cancel your plan at any time and then sign up again whenever you need 3G service.



Get to know iPad.
Watch the Guided Tours.



A whole new world of apps.
Discover apps made just for iPad.



MobileMe and iPad.
Keep your iPad in sync with all your devices.



Buy iPad. From \$499

Apple Online Store
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3G data plan sold separately.

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ZIP Code

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Micro-SIM for iPad

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AT&T offers international data plans for people with the travel bug.

[Learn more](#)

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EXHIBIT H

iPad

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iPad with Wi-Fi + 3G. The best way to stay connected.

All iPad models come with built-in 802.11n Wi-Fi. If you want to extend your network coverage further, choose iPad with Wi-Fi + 3G and sign up for access to 3G data service.*



Take a network with you wherever you go.

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No-contract 3G service.

In the United States, 3G service is available through a breakthrough deal with AT&T. You choose the amount of data per month you want to buy — 250MB or unlimited. If you choose the 250MB plan, you'll receive onscreen messages as you get close to your monthly data limit so you can decide whether to turn off 3G or upgrade to the unlimited plan. Best of all, there's no long-term contract. So if you have a business trip or vacation approaching, just sign up for the month you'll be traveling and cancel when you get back. You don't need to visit a store to get 3G service. You can sign up, check your data usage, manage your account, or cancel your service — all from your iPad.

AT&T 3G Data Plans for iPad

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250MB	\$14.99
Unlimited	\$29.99

One month is based on 30 consecutive days, and starts at the date and time of your purchase.

Sign up, monitor, and manage your 3G service — all from your iPad.

Sign up on your iPad.

You can sign up for 3G data service with AT&T at any time — right on your iPad. There's no need to visit a store or call customer service. Just tap Settings and

Recurring Domestic Plan Options

The selected plan will start immediately. Your credit card will automatically be billed every 30 days on the date your current plan ends.

250 MB of data for 30 days for \$14.99

Unlimited data for 30 days for \$29.99

Payment & Billing Information

choose Cellular Data. Then type in your user information, select a plan, and enter your credit card information.



Monitor your data usage.

You can check your data usage in Settings on your iPad anytime. iPad will even let you know when you're about to reach your 250MB data limit. You'll get three alerts — at 20 percent, 10 percent, and zero. With each alert, you can choose to add more data or wait and do it later. Tap Now and iPad opens the Cellular Data Plan window so you can update your data plan.

Manage your data plan.

iPad makes it easy to choose the data plan that works best for you. When you need more data, you can add another 250MB or upgrade to the Unlimited Data plan. Because you sign up for a data plan in monthly increments, you can cancel your plan at any time and then sign up again whenever you need 3G service.



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A whole new world of apps.
Discover apps made just for iPad.



MobileMe and iPad.
Keep your iPad in sync with all your devices.



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Find a store to buy your iPad
Call 1-800-MY-APPLE (800-692-7753).

³3G data plan sold separately.

EXHIBIT I

LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP

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NEW YORK
NASHVILLE

June 23, 2010

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Apple Inc.
C T Corporation System
818 West Seventh Street
Los Angeles, CA 90017

AT&T Inc.
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

AT&T Mobility LLC
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Re: Notice of Violation of California Consumer Legal Remedies Act

Dear Apple Inc., AT&T Inc., and AT&T Mobility LLC:

We represent Adam Weisblatt, Joe Hanna, and David Turk (collectively, "Plaintiffs"), who purchased 3G-enabled iPads between April 30, 2010 and June 7, 2010. This letter provides notice pursuant to the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* ("CLRA"), to Apple Inc. ("Apple") and AT&T Inc. and AT&T Mobility LLC ("AT&T") (collectively, "Defendants") that they have engaged in conduct which violates the CLRA.

On April 8, 2010, Mr. Weisblatt purchased a 16 GB WiFi (non-3G-enabled) iPad. On April 30, 2010, the day of Defendants' release of the 3G-enabled iPad, Mr. Weisblatt exchanged his WiFi iPad and paid \$140.40 (\$130.00 plus tax) for the acquisition of a 3G-enabled 16 GB iPad. Mr. Weisblatt acquired the 3G-enabled iPad specifically to have the ability to

iPad Litigation
 June 23, 2010
 Page 2

download data and access data-intensive applications and content via a 3G network, and based upon Defendants' representations of the availability of a flexible, month-to-month unlimited 3G data plan.

On April 30, 2010, Mr. Hanna purchased a 64 GB 3G-enabled iPad, paying \$130.00 more (plus tax) for his iPad than he would have had to pay for the equivalent 64 GB iPad without 3G capability. Mr. Hanna purchased the 3G-enabled iPad specifically to have the ability to download data and access data-intensive applications and content via a 3G network, and based upon Defendants' representations of the availability of a flexible, month-to-month unlimited 3G data plan.

On April 30, 2010, Mr. Turk purchased a 16 GB 3G-enabled iPad and a 64GB 3G-enabled iPad, for he and his wife, paying \$130 more (plus tax) for each of these iPads than he would have had to pay for the equivalent iPads without 3G capability. On May 18, 2010, Mr. Turk purchased a 32 GB 3G-enabled iPad for his daughter, paying \$130.00 more (plus tax) for this iPad than he would have had to pay for the equivalent 32 GB iPad without 3G capability. Mr. Turk purchased these 3G-enabled iPads specifically so that he and his family would have the ability to download data and access data-intensive applications and content via a 3G network, and based upon Defendants' representations of the availability of a flexible, month-to-month unlimited 3G data plan.

Defendants misrepresented to Plaintiffs and the general public that whether or not they initially signed up for the unlimited data plan with their 3G-enabled iPads, they would continue to have the option to "upgrade" to the unlimited data plan and to switch in and out of the unlimited data plan as their monthly needs demanded. For example, Apple advertised to prospective iPad 3G customers:

- **"No-contract 3G service.** In the United States, 3G service is available through a breakthrough deal with AT&T. *You choose the amount of data per month you want to buy — 250MB or unlimited.* If you choose the 250MB plan, you'll receive onscreen messages as you get close to your monthly data limit so *you can decide whether to turn off 3G or upgrade to the unlimited plan.* Best of all, there's no long-term contract. *So if you have a business trip or vacation approaching, just sign up for the month you'll be traveling and cancel when you get back.* You don't need to visit a store to get 3G service. You can sign up, check your data usage, manage your account, or cancel your service — all from your iPad."
- **"Manage your data plan.** iPad makes it easy to choose the data plan that works best for you. *When you need more data, you can add another 250MB or upgrade to the Unlimited Data plan.* Because you sign up for a data plan in monthly increments, you can cancel your plan at any time and then sign up again whenever you need 3G service."

iPad Litigation

June 23, 2010

Page 3

- “[Y]ou can monitor your data usage and change your plan at any time, including switching to unlimited data or cancelling 3G service if you know you won’t need it.”
- “As you get close to your monthly data limit, you’ll receive onscreen messages to help you decide whether to upgrade to another 250MB or switch to the unlimited plan.”
- “There are two monthly data plans: 250MB or unlimited. There’s no contract, and you can sign up and change your service right on your iPad.”

Likewise, AT&T advertised: “AT&T offers two data plan options – 250MB or unlimited data, with recurring monthly charge and no long-term contract. To help you manage your data with a 250 MB plan, iPad will notify you at 20%, 10%, and when there’s no more data available, so you can decide if you want to add more data or upgrade to an unlimited data plan.”

On May 2, 2010, two days after he acquired his 3G-enabled iPad, Mr. Weisblatt signed up for an unlimited 3G data plan for one month. One month later, his unlimited data plan automatically renewed for an additional month. Mr. Hanna has not yet had the need to sign up for a 3G data plan for his iPad. On May 4, 2010, Mr. Turk signed up for an unlimited 3G data plan for one month for one of the iPads he purchased on April 30, 2010. On May 4, 2010, Mr. Turk signed up for a limited 250MB 3G data plan for the other iPad he purchased on April 30, 2010, and shortly thereafter upgraded to an unlimited 3G data plan for that iPad for one month. Mr. Turk’s two unlimited data plans have since renewed for an additional month. On June 15, 2010, Mr. Turk’s daughter attempted to sign up for an unlimited 3G data plan for the iPad that Mr. Turk purchased for her, but she was not allowed to do so. On June 20, 2010, Mr. Turk and his daughter signed up for an unlimited 3G data plan for one month for the iPad that Mr. Turk purchased for his daughter.

On June 2, 2010, AT&T issued a press release stating that the unlimited data plan would not be available to customers who purchased 3G-enabled iPads after June 6, 2010. However, even after June 2, 2010, Defendants continued to misrepresent on their respective Web sites that purchasers of a 3G-enabled iPad would be able to upgrade to the unlimited data plan, and be able to switch in and out of the unlimited data plan, in the future. Nowhere did Defendants adequately disclose that customers who were able to sign up in time for the unlimited data plan would nonetheless no longer be able to switch in and out of the unlimited data plan, as they were expressly promised.

On June 7, 2010, Defendants reneged on their representations and promises to provide an unlimited 3G data plan on a flexible, month-to-month basis. As a result, Mr. Weisblatt no longer has the option of switching back and forth between unlimited and limited data plans. Instead, Mr. Weisblatt, as is the case with any 3G-enabled iPad purchaser who as of June 7, 2010 was signed up for an unlimited data plan, must retain his current unlimited data plan or else lose that option forever, and thereafter be required to purchase monthly limited data plans only. Likewise, Mr. Hanna and other customers who purchased iPads

iPad Litigation
June 23, 2010
Page 4

prior to June 7, 2010, but who were not signed up for an unlimited data plan as of June 7, 2010, no longer have the option to switch in and out of an unlimited data plan in the future or, for that matter, to ever sign up for the unlimited data plan at any time in the future. Similarly, for his three iPads, Mr. Turk has been denied the option to switch in and out of the unlimited 3G data plan based on his and his family's data needs, as was promised.

Defendants' misrepresentations regarding the flexible, month-to-month unlimited 3G data plan misled Plaintiffs and were likely to mislead the general public. Defendants violated the CLRA's proscription against false representations regarding the characteristics, use, and benefit of goods by actively and expressly misrepresenting to Plaintiffs and their other customers, in their marketing and advertising, the material fact that if customers purchased a 3G-enabled iPad, they could later upgrade to the unlimited data plan and could switch in and out of the unlimited data plan as their monthly data needs demanded.

The information about the true nature of the unlimited data plan options was information that a reasonable consumer would find relevant and rely upon in deciding whether to purchase a 3G-enabled iPad. Plaintiffs and the other customers reasonably interpreted Defendants' representations and omissions to mean that they would be able to subscribe to, and switch in and out of, the unlimited data plan in the future as their monthly needs demanded, whether or not they initially signed up for the unlimited data plan. Had they known that their access to the unlimited 3G data plan option would be restricted in the way it has been pursuant to the June 7, 2010 change, they would not have purchased the 3G-enabled iPads.

Defendants' misrepresentations of material facts violated: (a) Cal. Civil Code § 1770(a)(5)'s proscription against representing that goods have uses, benefits, or characteristics they do not actually have; (b) Cal. Civ. Code § 1770(a)(14)'s proscription against representing that transactions confer or involve benefits and rights on their customers, and obligations on Defendants, which were not in fact conferred; (c) Cal. Civ. Code § 1770(a)(9)'s proscription against advertising goods with the intent not to sell them as advertised; and (d) Cal. Civ. Code § 1770(a)(16)'s proscription against representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

As you are aware, on June 9, 2010, Mr. Weisblatt commenced a civil class action against the Defendants in the United States District Court for the Northern District of California (*Weisblatt v. Apple Inc., et al.*, N.D. Cal. Case No. CV 10-02553 PVT), alleging claims under the California common law and violations of the California consumer protection statutes. On June 23, 2010, Plaintiffs filed a First Amended Class Action Complaint ("FAC"), alleging the same claims. A copy of the FAC, the operative complaint in the case, is attached hereto. Included among the claims brought by Plaintiffs is a claim seeking injunctive relief under the CLRA.

On behalf of Mr. Weisblatt, Mr. Hanna, and Mr. Turk, we hereby demand, pursuant to Cal. Civ. Code § 1782, that within thirty (30) days of receiving this letter, Defendants: (1) reinstate their prior policy of providing an unlimited 3G data plan on a flexible, month-to-month basis, for all purchasers of 3G-enabled iPad who purchased their iPad on or before June 6, 2010; and (2) agree to compensate all customers that these practices have harmed.

iPad Litigation

June 23, 2010

Page 5

If Defendants fail to comply with this demand within thirty (30) days after its receipt of this letter, then pursuant to the CLRA, we intend to seek from Defendants all compensatory and punitive damages, restitution, and any other appropriate equitable relief.

If you have any questions regarding this notice and demand, feel free to contact me at (415) 956-1000.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael W. Sobol". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael W. Sobol

881907.2

EXHIBIT J

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

LIETZ, CADRASER, HEIMANN & BERNSTEIN LLP
EMBARCADERO CENTER WEST
375 BATTERY STREET, 29TH FLOOR
SAN FRANCISCO, CA 94111-3339

RNH



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AT&T Mobility LLC
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

2. Article Number
(Transfer from service label)

7008 1300 0001 0127 7375

PS Form 3811, February 2004

Domestic Return Receipt

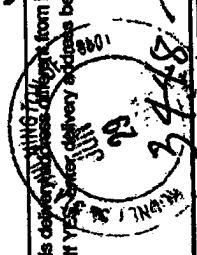
102595-02-10-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

C. Date of Delivery
JUN 28 2010

D. Is delivery address different from item 1? Yes
 If Yes, enter delivery address below: No



3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

EXHIBIT K

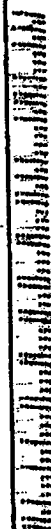
UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

LJEFF, CABRASER, HEIMANN & BERNSTEIN LLP
EMBARCADERO CENTER WEST
275 BATTERY STREET, 29TH FLOOR
SAN FRANCISCO, CA 94111-3339

RNH



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Apple Inc.
C T Corporation System
818 West Seventh Street
Los Angeles, CA 90017

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
Rudyr
- B. Received by (Printed Name) Date of Delivery
Rudyr *1/10/10*
- D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

7478-0001

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

7006 1300 0001 0127 7351

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

PSN 7530-02-100-1500

EXHIBIT L

SCHUBERT JONCKHEER & KOLBE LLP
Attorneys at Law

Robert C. Schubert
Willem F. Jonckheer
Miranda P. Kolbe

Dustin L. Schubert
Jason A. Pikler

September 27, 2010

Certified Mail – Return Receipt Requested

Steve Jobs
Chief Executive Officer and Director
Apple, Inc.
1 Infinite Loop
Cupertino, CA 95014
Telephone Number: (408) 996-1010

Re: *Notice of Violations of the Consumer Legal Remedies Act ("CLRA")*

Dear Mr. Jobs:

Pursuant to § 1782 of the California Consumers Legal Remedies Act, my client, Colette Osetek, hereby gives notice to Apple, Inc. ("Apple") that Apple violated the CLRA in connection with Apple's marketing, advertising, and sale of its iPad Wi-Fi + 3G ("iPad 3G") device.

On September 20, 2010, Ms. Osetek filed a class action complaint against Apple Inc., *Osetek v. Apple, Inc.*, Case No. 10-cv-4253, in the Northern District of California, San Jose Division, on behalf of herself and all similarly situated consumers. The allegations of the complaint, which is attached as Exhibit A to this letter, are incorporated here by reference. Pursuant to § 1782(d) of the Civil Code, the complaint currently seeks to enjoin Apple's violations of the CLRA but does not seek damages in connection with the claim. However, if Apple fails to rectify its violations of the CLRA by providing the relief set forth below within thirty (30) days of this notice, Ms. Osetek will file an amended complaint to add a request for compensatory and punitive damages in connection with her CLRA claim, on behalf of herself and the Class.

As described more fully in the complaint, Apple violated the CLRA by making false and deceptive promises to purchasers of the iPad 3G that, as a result of a "breakthrough deal with AT&T," they would be able to use their 3G-enabled iPads with an "unlimited" data plan on AT&T's 3G network. Moreover, Apple falsely and deceptively represented that this unlimited data plan would not require a contract; rather, iPad 3G purchasers could switch in and out of the unlimited data plan as their data needs demanded,

However, just over a month after Ms. Osetek and thousands of other consumers purchased their 3G-enabled iPads, the flexible, no-contract, unlimited 3G data plan that Apple promised consumers was eliminated. Apple's misrepresentations regarding the availability and characteristics of the unlimited 3G data plan induced Ms. Osetek, and similarly situated consumers, to purchase the iPad 3G device. As a consequence of Apple's unfair and deceptive acts, Ms. Osetek and members of the general public have suffered pecuniary losses, including

Steve Jobs.
September 27, 2010
Page Two

but not limited to the price difference between the iPad 3G and the standard iPad sold without 3G connectivity.

Apple's conduct violated the following sections of the CLRA:

- a. Cal. Civ. Code § 1770(a)(5): Representing to consumers that Apple's goods and services had characteristics and benefits they did not have;
- b. Cal. Civ. Code § 1770(a)(9): Advertising goods and services to consumers with the intent not to sell them as advertised;
- c. Cal. Civ. Code § 1770(a)(14): Representing that their transactions with consumers conferred benefits and rights on the consumers, and obligations on Apple, which were not, in fact, conferred; and
- d. Cal. Civ. Code § 1770(a)(16): Representing to consumers that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

Ms. Osetek hereby demands that Apple remedy its violations of Section 1770 by paying, to all consumers who purchased a 3G-enabled iPad before June 7, 2010, the difference in price between the iPad 3G and the price of the standard iPad without 3G connectivity, including any increase in sales tax.

Sincerely,



Willem F. Jonckheer, Esq.

Attorney for Colette Osetek