



2.

Defendant is a California Corporation authorized to do business in the State of Georgia. Defendant's principal place of business is located at 1 Infinite Loop, Cupertino, California 95014. Service may be perfected upon Defendant by serving its registered agent, CT Corporation System at 1201 Peachtree Street, NE, Atlanta, Georgia 30361.

**JURISDICTION AND VENUE**

3.

Defendant is subject to Personal Jurisdiction in this Court because by regularly and continuously conducting business in the State of Georgia with its numerous retail locations, Defendant has actively availed itself to Personal Jurisdiction herein.

4.

This Court has Subject Matter Jurisdiction of this case pursuant to 28 U.S.C. § 1332 and 42 U.S.C. § 1981.

5.

Because the act complained of occurred at Defendant's retail location in Alpharetta, Georgia, and because Alpharetta, Georgia is geographically located within the Northern District of Georgia, this Court is the appropriate Venue for this action

### **INTRODUCTION**

6.

This is essentially a consumer discrimination action being brought as the result of Apple's denial/refusal of service on account of Sabet's Iranian ancestry, culture and language.

### **FACTUAL BACKGROUND**

7.

On or about June 14, 2012, Sabet went to the Apple Store located inside North Point Mall in Alpharetta, Georgia.

8.

Sabet's intention and purpose in patronizing the Apple Store on the date in question was to purchase her sister an iPad (hereinafter

“Product”) as a birthday gift. At the time, her sister was residing in the State of North Carolina.

9.

Sabet was accompanied to the Apple Store that day by her uncle.

10.

While shopping for the Product, Sabet interacted with two sales people, John Doe #1 and Jane Doe #1. Sabet later learned that Jane Doe #1 was a store manager on duty.

11.

Based on input from both John Doe #1 and Jane Doe #1, Sabet made a Product selection and was done with her shopping.

12.

After Sabet completed her shopping, but before she could purchase the Product, Sabet’s uncle, posed a product related question to Jane Doe #1, the store manager on duty.

13.

Because Sabet’s uncle is an Iranian National and a native Farsi speaker, Sabet, who is American born to Iranian immigrant parents

and conversational in Farsi, translated the question from her uncle to Jane Doe #1.

14.

Sabet's uncle's question was if he decided to buy an iPhone for his daughter living in Tehran, would he have to pay the sales tax since it would be going overseas.

15.

After having the question translated for her, Jane Doe #1's response was "No problem at all. Just show your receipt in the airport and they will reimburse you."

16.

Sabet's uncle opted against purchasing the iPhone however, while waiting to finalize the purchase of the Product, both he and Sabet continued conversing in Farsi.

17.

Then, as Sabet literally prepared to hand money to a third Apple employee, John Doe #2, to complete the purchase transaction, the transaction was abruptly stopped as John Doe #3, in a rude and

aggressive manner, pulled the Product back and demanded to know what language Sabet and her uncle were speaking.

18.

Sabet, shocked and confused, responded to John Doe #2 and advised him that the two were speaking in “Farsi because we are Iranian.”

19.

John Doe #2’s reaction was shocking, disturbing and hurtful for Sabet as she was told that the Product would not be sold to her because “America and Iran do not have good relations with each other.”

20.

Sabet was so traumatized when she was refused the sale on account of her Iranian ancestry, culture and language that she quickly left the store in tears.

21.

Sabet was able to calm herself enough to return to the store within a matter of minutes to address the issue with Jane Doe #1, the store manager on duty, with whom she has previously interacted.

22.

Unfortunately, Jane Doe #1, without even inquiring into the intended final destination of the Product, made policy driven assumptions about Sabet based on Sabet's physical appearance and language skills and reinforced John Doe #2's baseless refusal to sell the Product to Sabet by citing Apple's policy on "Prohibited Destinations"<sup>1</sup>.

23.

Sabet left the store a second time, even more hurt, embarrassed and distraught than before and attempted to contact Apple's corporate location to discuss the refusal and denial of service.

24.

It was at this time that Sabet was told by John Doe #3 that she could finalize her Product purchase via the Defendant's website.

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<sup>1</sup> Apple's "Prohibited Destinations" policy states that because "[t]he U.S. holds complete embargoes against Cuba, **Iran**, North Korea, Sudan, and Syria" that "[t]he exportation, reexportation, sale or supply, directly or indirectly, from the United States, or by a U.S. person wherever located, of any Apple goods, software, technology (including technical data), or services to any of these countries is strictly prohibited without prior authorization by the U.S. Government. This prohibition also applies to any Apple owned subsidiary or any subsidiary employee worldwide."

25.

Sabet retained undersigned Counsel and made multiple attempts to resolve her grievances with Apple without unnecessarily involving the Courts.

26.

Only when it became apparent that Apple had no intention to remediate its flawed policy, and after much deliberation and consideration, did Sabet authorize the filing of suit so as to help prevent other similar situations in the future.

**COUNT I**  
**VIOLATION OF 42 U.S.C. § 1981**

27.

Sabet re-alleges and incorporates the above paragraphs as if fully set forth herein.

28.

42 U.S.C. § 1981(a) provides in relevant part that “**All persons** within the jurisdiction of the United States shall have the same right in



every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens...” (emphasis supplied).

29.

42 U.S.C. § 1981(b) defines the phrase “make and enforce contracts” as including the “making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.”

30.

42 U.S.C. § 1981(c) protects all persons against impairment of the specified rights “by nongovernmental discrimination...” (emphasis supplied).

31.

By maintaining and arbitrarily applying an internal policy loosely based on the United States’ embargo policy, Apple denied and refused the sale of the Product to Sabet on account of her Iranian ancestry, culture and language.

32.

Apple denied Sabet the right to enter into a purchase contract and denied her the full and equal benefit of all laws as enjoyed by “white citizens” as guaranteed her by 42 U.S.C. § 1981(a) and (b).

33.

Apple, a “nongovernmental actor”, by its flawed internal policy, and its arbitrary application thereof, intentionally discriminated against Sabet on account of her Iranian ancestry, culture and language in direct contravention of 42 U.S.C. § 1981(c).

34.

By its actions, Apple deprived Sabet of her constitutionally guaranteed protections and freedoms and further, has caused Sabet tremendous mental and emotional harm in an amount no less than \$100,000.00.

**COUNT II**  
**DECLARATORY JUDGMENT**

35.

Sabet re-alleges and incorporates the above paragraphs as if fully set forth herein.

36.

Pursuant to 28 U.S.C. § 2201, Sabet seeks a Declaratory Judgment from this Court that Apple's maintenance, and arbitrary application, of an internal policy loosely based on the United States' embargo policy has a discriminatory effect and impact on United States' citizens, such as Sabet, whose ancestry, culture or language hails from the countries on the embargo list.

**COUNT III**  
**INJUNCTION**

37.

Sabet re-alleges and incorporates the above paragraphs as if fully set forth herein.

38.

Sabet seeks an order enjoining Apple from the continued maintenance, and arbitrary application, of an internal policy loosely based on the United States' embargo policy.

39.

Additionally, Sabet seeks an injunction requiring Apple to re-train its agents and employees so as to eliminate the discriminatory effect

and impact on United States' citizens, such as Sabet, whose ancestry, culture or language hails from the countries on the embargo list.

**COUNT IV**  
**PUNITIVE DAMAGES**

40.

Sabet re-alleges and incorporates the above paragraphs as if fully set forth herein.

41.

Apple knowingly, willingly and intentionally maintained, and continues to maintain, and arbitrarily apply, an internal policy loosely based on the United States' embargo policy which has a discriminatory effect and impact on United States' citizens, such as Sabet, whose ancestry, culture or language hails from the countries on the embargo list.

42.

Through its maintenance and application of the policy that yields discriminatory effects and impacts on United States citizens, and after notice and demand, its subsequent refusal to voluntarily remediate its own policy, Apple has shown willful misconduct, malice, fraud,

wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences.

43.

Accordingly, in addition to Compensatory Damages, pursuant to O.C.G.A. § 51-12-5.1, Sabet is entitled to an award of Punitive Damages.

44.

Apple is one of the World's largest revenue generating corporations. In order to punish Apple's behavior and deter Apple from similar future conduct, Punitive Damages in this case must be substantial and severe on a size and scale that is commensurate to Apple's size and scale. For that reason, Sabet seeks Punitive Damages in an amount no less than \$100,000,000.00.

**COUNT V**  
**COSTS AND ATTORNEY'S FEES**

45.

Sabet re-alleges and incorporates the above paragraphs as if fully set forth herein.

46.

By its foregoing action, Apple has acted in bad faith, been stubbornly litigious and have caused Sabet unnecessary trouble and expense.

47.

WHEREFORE, Sabet prays for an award that entitles Sabet to recover her costs of litigation, including her reasonable attorney's fees, in an amount to be determined by the evidence at trial.

**PRAYER FOR RELIEF**

**WHEREFORE**, Sabet prays for the following relief:

(a) that Sabet recover on Count I of her Complaint in an amount no less than \$100,000.00;

(b) that this Court issue a Declaratory Judgment against Apple's policy;

(c) that this Court enjoin Apple from the continued maintenance of its policy and require Apple to re-train its employees and agents;

- (c) that this Court enjoin Apple from the continued maintenance of its policy and require Apple to re-train its employees and agents;
- (d) that Sabet recover Punitive Damages against Apple in an amount no less than \$100,000,000.00;
- (e) that Sabet recover her costs, including reasonable attorney's fees, in an amount to be determined at trial;
- (f) for a trial by a jury of her peers;
- (g) that this Court award Sabet such other and further relief as the Court deems necessary and just.

Respectfully submitted on this 14<sup>th</sup> Day of June, 2013,

**Counsel for Sahar Sabet**



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THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SAHAR SABET

Plaintiff,

v.

APPLE, INC.

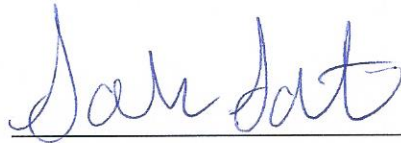
Defendant.

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Civil Action No.:  
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VERIFICATION

COMES NOW, Plaintiff Sahar Sabet, and hereby swears and affirms that all of the factual information contained within Plaintiff's Original Verified Complaint is true and complete to the best of her knowledge.



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SAHAR SABET

Sworn to and subscribed  
before me this 4<sup>th</sup> day  
of June, 2013.



Notary Public  
State of Georgia



Steven Pereira  
NOTARY PUBLIC  
FORSYTH COUNTY, GEORGIA  
My Comm. Expires  
03/29/2015