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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

VICKY MALDONADO AND JUSTIN  
CARTER, individually and on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

APPLE INC., APPECARE SERVICE  
COMPANY, INC., and APPLE CSC INC.,

Defendants.

Case No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc., et al.*  
Case No. 3:14-cv-01619-WHO

**DEFENDANT APPLE INC.'S  
ANSWER TO PLAINTIFFS' FIRST  
AMENDED COMPLAINT**

Complaint Filed: July 20, 2016  
Trial Date: December 10, 2018

1 Defendant Apple Inc. hereby answers Plaintiffs Vicky Maldonado and Justin Carter's  
2 First Amended Complaint ("FAC"). Any and all allegations not specifically admitted herein are  
3 denied. To the extent the FAC asserts conclusions of law, such conclusions of law require no  
4 response in this Answer. To the extent any response is required to headings or other unnumbered  
5 paragraphs in the FAC, Apple denies the factual allegations, if any, contained in such headings or  
6 unnumbered paragraphs.

## 7 I. INTRODUCTION

8 1. Responding to paragraph 1 of the FAC, Apple states that insofar as the allegation  
9 in paragraph 1 states conclusions of law, no response thereto is required.

10 2. Responding to paragraph 2 of the FAC, Apple admits that a limited warranty  
11 comes with the purchase of iPhones, iPads, and iPods. Apple further admits that, at certain times  
12 in the past, it has offered the AppleCare Protection Plan for iPhone, iPad, and iPod. Apple further  
13 admits that it offers AppleCare+ for iPhone, iPad, and iPod. To the extent paragraph 2 references  
14 or purports to summarize, interpret, or quote from any iteration of the terms and conditions for the  
15 limited warranty, AppleCare Protection Plan, or AppleCare+, the documents speak for  
16 themselves, and Apple denies any characterization of the documents that is inconsistent with their  
17 content. Except as otherwise stated, Apple denies the allegations in paragraph 2.

18 3. Responding to paragraph 3 of the FAC, Apple states that to the extent paragraph 3  
19 references or purports to summarize, interpret, or quote from any iteration of the terms and  
20 conditions for the limited warranty, AppleCare Protection Plan, or AppleCare+, the documents  
21 speak for themselves, and Apple denies any characterization of the documents that is inconsistent  
22 with their content. Apple admits that there are charges associated with AppleCare Protection Plan  
23 and AppleCare+. Except as otherwise stated, Apple denies the allegations in paragraph 3.

24 4. Responding to paragraph 4 of the FAC, Apple states that to the extent paragraph 4  
25 references or purports to summarize, interpret, or quote from any iteration of the terms and  
26 conditions for the limited warranty, AppleCare Protection Plan, or AppleCare+, the documents  
27 speak for themselves, and Apple denies any characterization of the documents that is inconsistent  
28 with their content. Except as otherwise stated, Apple denies the allegations in paragraph 4.



1           10.     Responding to paragraph 10 of the FAC, Apple admits that it is incorporated in  
2 California and that its principal place of business is located at 1 Infinite Loop, Cupertino,  
3 California 95014.

4           11.     Responding to paragraph 11 of the FAC, Apple admits that AppleCare Service  
5 Company, Inc. is a wholly-owned subsidiary of Apple. Apple further admits that AppleCare  
6 Service Company, Inc. is incorporated in Arizona and has its principal place of business at 1  
7 Infinite Loop, Cupertino, California 95014. Apple further admits that Apple CSC Inc. is a “d/b/a”  
8 for AppleCare Service Company, Inc. in Texas.

### 9   **III. JURISDICTION AND VENUE**

10           12.     Responding to paragraph 12 of the FAC, Apple admits that this Court has  
11 jurisdiction pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332, *et*  
12 *seq.*, and that Plaintiffs purport to summarize, interpret, or state the contents of CAFA. Apple  
13 denies any characterization of CAFA that is inconsistent with its content. Apple denies that class  
14 treatment is appropriate or warranted. Except as otherwise admitted or stated, Apple denies the  
15 allegations in paragraph 12.

16           13.     Responding to paragraph 13 of the FAC, Apple admits that this Court has personal  
17 jurisdiction over Plaintiffs for the reasons stated. Apple states that insofar as the allegations in  
18 paragraph 13 state conclusions of law, no response thereto is required.

19           14.     Responding to paragraph 14 of the FAC, Apple admits that it is incorporated in  
20 California, and that its principal place of business is in California. Apple further admits that it  
21 conducts business in California. Apple states that insofar as the allegations in paragraph 14 state  
22 conclusions of law, no response thereto is required.

23           15.     Responding to paragraph 15 of the FAC, Apple admits that AppleCare Service  
24 Company, Inc.’s principal place of business is in California, and that it conducts business in  
25 California. Apple further admits that Apple CSC Inc. is a “d/b/a” for AppleCare Service  
26 Company, Inc. in Texas, which is registered with the Texas Secretary of State. Apple states that  
27 insofar as the allegations in paragraph 15 state conclusions of law, no response thereto is required.  
28 Except as otherwise admitted or stated, Apple denies the allegations in paragraph 15.

1           16.     Responding to paragraph 16 of the FAC, Apple admits that venue is proper in this  
2 Court. Apple states that insofar as the allegations in paragraph 16 state conclusions of law, no  
3 response thereto is required. Except as otherwise stated, Apple denies the allegations in  
4 paragraph 16.

5           17.     Responding to paragraph 17 of the FAC, Apple admits that decisions regarding the  
6 terms and conditions for AppleCare Protection Plan and AppleCare+ are made in California.  
7 Except as otherwise stated, Apple denies the allegations in paragraph 17.

8           18.     Responding to paragraph 18 of the FAC, Apple admits that decisions regarding the  
9 marketing of AppleCare Protection Plan and AppleCare+ are made in California. Except as  
10 otherwise stated, Apple denies the allegations in paragraph 18.

11           19.     Responding to paragraph 19 of the FAC, Apple admits that certain policies and  
12 procedures regarding AppleCare Protection Plan and AppleCare+ are developed in California.  
13 Except as otherwise stated, Apple denies the allegations in paragraph 19.

14   **IV. CHOICE OF LAW**

15           20.     Responding to paragraph 20 of the FAC, Apple states that to the extent paragraph  
16 20 references or purports to summarize, interpret, or quote from any iteration of the AppleCare  
17 Protection Plan or AppleCare+ terms and conditions, those documents speak for themselves, and  
18 Apple denies any characterization of the documents that is inconsistent with their content. Apple  
19 further states that insofar as the allegations in paragraph 20 state conclusions of law, no response  
20 thereto is required. Except as otherwise stated, Apple denies the allegations in paragraph 20.

21           21.     Responding to paragraph 21 of the FAC, Apple admits that certain policies and  
22 procedures regarding AppleCare Protection Plan and AppleCare+ were developed in California.  
23 Except as otherwise stated, Apple denies the allegations in paragraph 21.

24   **V. FACTS**

25           **A.     Apple Products**

26           22.     Responding to paragraph 22 of the FAC, Apple admits that it designs,  
27 manufactures, and markets mobile communication and media devices, personal computers, and  
28 portable digital music players throughout the United States. Apple further admits that it sells

1 related software, services, accessories, networking solutions, and third-party digital content and  
2 applications. Apple further admits that its products and services include the iPhone, iPod, iPad,  
3 Mac, Apple Watch, Apple TV, iCloud, and Apple Pay. Apple further admits that it also offers  
4 iOS, OS X, and watchOS operating systems. Except as otherwise stated, Apple denies the  
5 allegations in paragraph 22.

6 23. Responding to paragraph 23 of the FAC, Apple admits it designs, develops, and  
7 markets iPhone smartphones, which run on the iOS mobile operating system. Apple further  
8 admits that it released the first-generation iPhone in June 2007. Apple further admits it released  
9 the iPhone 7 and iPhone 7 Plus in September 2016. Apple further admits that the iPhone's  
10 features (available on qualifying models) include voice-activated Siri, Apple Pay, Touch ID, and  
11 3D Touch. Apple further admits that the iPhone is compatible with Apple Mac computers and  
12 Windows personal computers, and that content available from the iTunes Store, App Store, and  
13 iBooks Store may be purchased from and displayed on the iPhone. Except as otherwise admitted,  
14 Apple denies the allegations in paragraph 23.

15 24. Responding to paragraph 24 of the FAC, Apple admits it designs, develops, and  
16 markets iPad tablet computers, which run on the iOS mobile operating system. Apple further  
17 admits that it designs, develops, and markets multiple iPad models, including the iPad Mini, iPad  
18 Air, and iPad Pro. Apple further admits that the iPad Pro was released in September 2015, and  
19 includes a 12.9 inch screen with Retina display. Apple further admits that the iPad's features  
20 (available on qualifying models) include voice-activated Siri and Touch ID, and that the iPad is  
21 compatible with Apple Mac computers and Windows personal computers. Apple further admits  
22 that the content available from the iTunes Store, App Store, and iBooks Store may be purchased  
23 from and displayed on the iPad. Except as otherwise admitted, Apple denies the allegations in  
24 paragraph 24.

25 25. Responding to paragraph 25 of the FAC, Apple admits it designs, develops, and  
26 markets the iPod, a portable digital music and media player. Apple further admits that it released  
27 the first generation iPod on October 23, 2001, and that Apple has released several iPod models,  
28 including the iPod Classic, iPod Mini, iPod Shuffle, iPod Nano, and iPod Touch. Apple further

1 admits that it currently markets the iPod Shuffle, iPod Nano, and iPod Touch for sale. Apple  
2 further admits that AppleCare Protection Plan extends hardware repair coverage and telephone  
3 technical support for two years from the date of purchase of the covered product. Apple further  
4 admits that, in addition to the services offered by AppleCare Protection Plan, AppleCare+ offers  
5 coverage for up to two incidents of accidental damage. Except as otherwise admitted, Apple  
6 denies the allegations in paragraph 25.

7         26.       Responding to paragraph 26 of the FAC, Apple states that AppleCare Protection  
8 Plan was launched in 2009 and AppleCare+ was launched in 2011. Apple admits that AppleCare  
9 Protection Plan and AppleCare+ are available for purchase through the Apple Online Store,  
10 Apple retail stores, and certain Apple-authorized resellers and wireless service providers. Apple  
11 further admits that AppleCare Service Company, Inc. is a wholly-owned subsidiary of Apple.  
12 Apple further admits that AppleCare Protection Plan and AppleCare+ may be purchased  
13 simultaneously with the Apple product it covers, or within a set period of time after the purchase  
14 of the Apple product it covers. Except as otherwise stated or admitted, Apple denies the  
15 allegations in paragraph 26.

16         27.       Responding to paragraph 27 of the FAC, Apple admits that, under the iPhone  
17 Upgrade Program, customers make monthly payments that spread the cost of an iPhone and  
18 AppleCare+ over twenty-four (24) months. Apple further states that a customer who purchases  
19 the iPhone Upgrade Program and has made at least twelve (12) payments is entitled to upgrade to  
20 a new iPhone after six months. Except as otherwise stated or admitted, Apple denies the  
21 allegations in paragraph 27.

22 **B.     Apple's Limited Warranty**

23         28.       Responding to paragraph 28 of the FAC, Apple admits that Apple iPhones, iPods,  
24 and iPads come with a one-year limited warranty. Apple states that to the extent paragraph 28  
25 references or purports to summarize, interpret, or quote from any iteration of the terms and  
26 conditions of any limited warranty, the documents speak for themselves, and Apple denies any  
27 characterization of the document that is inconsistent with their content. Except as otherwise  
28 admitted or stated, Apple denies the allegations in paragraph 28.

1           29.     Responding to paragraph 29 of the FAC, Apple states that to the extent paragraph  
2 29 references or purports to quote from any iteration of the terms and conditions of any limited  
3 warranty, the documents speak for themselves, and Apple denies any characterization of the  
4 document that is inconsistent with their content. Except as otherwise stated, Apple denies the  
5 allegations in paragraph 29.

6           30.     Responding to paragraph 30 of the FAC, Apple states that to the extent paragraph  
7 30 references or purports to summarize, interpret, or quote from any iteration of the terms and  
8 conditions of any limited warranty, the documents speak for themselves, and Apple denies any  
9 characterization of the document that is inconsistent with their content. Except as otherwise  
10 stated, Apple denies the allegations in paragraph 30.

11           31.     Responding to paragraph 31 of the FAC, Apple states that to the extent paragraph  
12 30 references or purports to summarize, interpret, or quote from any iteration of the terms and  
13 conditions of any limited warranty, the documents speak for themselves, and Apple denies any  
14 characterization of the documents that is inconsistent with their content. Except as otherwise  
15 stated, Apple denies the allegations in paragraph 31.

16           32.     Responding to paragraph 32 of the FAC, Apple admits that Plaintiffs purport to  
17 place at issue the “precision” of the language of the terms of conditions of the one-year limited  
18 warranty that comes with Apple iPhones, iPods, and iPads. Except as otherwise stated, Apple  
19 denies the allegations in paragraph 32.

20 **C.     AppleCare Promises to Replace with New or Equivalent to New Devices**

21           33.     Responding to paragraph 33 of the FAC, Apple admits that AppleCare Protection  
22 Plan extends hardware repair coverage and telephone technical support for two years from the  
23 date of purchase of the covered product. Except as otherwise stated or admitted, Apple denies the  
24 allegations in paragraph 33.

25           34.     Responding to paragraph 34 of the FAC, Apple admits AppleCare Protection Plan  
26 for iPhone was available for purchase beginning in 2009 and ending in 2011. Apple admits  
27 AppleCare Protection Plan for iPad was available for purchase beginning in 2010 and ending in  
28 2011. Apple admits AppleCare Protection Plan for iPod was available for purchase beginning in



1 2009 and ending in 2013. Except as otherwise stated or admitted, Apple denies the allegations in  
2 paragraph 34.

3 35. Responding to paragraph 35 of the FAC, Apple admits AppleCare Protection Plan  
4 for iPhones was available for purchase beginning in 2009 and ending in 2011. Apple admits  
5 AppleCare Protection Plan for iPads was available for purchase beginning in 2010 and ending in  
6 2011. Apple admits AppleCare Protection Plan for iPods was available for purchase beginning in  
7 2009 and ending in 2013. Except as otherwise stated or admitted, Apple denies the allegations in  
8 paragraph 35.

9 36. Responding to paragraph 36 of the FAC, Apple admits that, when it was available,  
10 AppleCare Protection Plan for iPhone, iPad, or iPod could only be purchased within one year of  
11 purchase of the device. Except as otherwise stated or admitted, Apple denies the allegations in  
12 paragraph 36.

13 37. Responding to paragraph 37 of the FAC, Apple admits that a customer who  
14 purchases the AppleCare Protection Plan enters into a service contract with AppleCare Service  
15 Company, Inc. Apple further admits that AppleCare Service Company, Inc. is a wholly-owned  
16 subsidiary of Apple. Apple further admits that Apple is the administrator of the AppleCare  
17 Protection Plan. Except as otherwise stated or admitted, Apple denies the allegations in  
18 paragraph 37.

19 38. Responding to paragraph 38 of the FAC, Apple states that to the extent paragraph  
20 38 references or purports to summarize, interpret, or quote from any iteration of the AppleCare  
21 Protection Plan terms and conditions, the documents speaks for themselves, and Apple denies any  
22 characterization of the documents that is inconsistent with their content. Except as otherwise  
23 stated, Apple denies the allegations in paragraph 38.

24 39. Responding to paragraph 39 of the FAC, Apple states that to the extent paragraph  
25 39 references or purports to summarize, interpret, or quote from any iteration of the AppleCare  
26 Protection Plan terms and conditions, the documents speaks for themselves, and Apple denies any  
27 characterization of the documents that is inconsistent with their content. Except as otherwise  
28 stated, Apple denies the allegations in paragraph 39.

1           40.     Responding to paragraph 40 of the FAC, Apple states that to the extent paragraph  
2 40 references or purports to summarize from any iteration of the AppleCare Protection Plan terms  
3 and conditions, the documents speaks for themselves, and Apple denies any characterization of  
4 the documents that is inconsistent with their content. Except as otherwise stated, Apple denies  
5 the allegations in paragraph 40.

6           41.     Responding to paragraph 41 of the FAC, Apple states that to the extent paragraph  
7 41 references or purports to summarize, interpret, or quote from any iteration of the AppleCare  
8 Protection Plan terms and conditions, the documents speaks for themselves, and Apple denies any  
9 characterization of the documents that is inconsistent with their content. Except as otherwise  
10 stated, Apple denies the allegations in paragraph 41.

11           42.     Responding to paragraph 42 of the FAC, Apple states that to the extent paragraph  
12 42 references or purports to summarize, interpret, or quote from any iteration of the AppleCare  
13 Protection Plan terms and conditions, the documents speaks for themselves, and Apple denies any  
14 characterization of the documents that is inconsistent with their content. Apple states that insofar  
15 as the allegations in paragraph 42 state conclusions of law, no response thereto is required.  
16 Except as otherwise stated, Apple denies the allegations in paragraph 42.

17           43.     Responding to paragraph 43 of the FAC, Apple states that to the extent paragraph  
18 43 references or purports to summarize, interpret, or quote from any iteration of the AppleCare  
19 Protection Plan terms and conditions, the documents speaks for themselves, and Apple denies any  
20 characterization of the documents that is inconsistent with their content. Except as otherwise  
21 stated, Apple denies the allegations in paragraph 43.

22           44.     Responding to paragraph 44 of the FAC, Apple states that to the extent paragraph  
23 44 references or purports to summarize, interpret, or quote from any iteration of the AppleCare  
24 Protection Plan terms and conditions, the documents speaks for themselves, and Apple denies any  
25 characterization of the documents that is inconsistent with their content. Except as otherwise  
26 stated, Apple denies the allegations in paragraph 44.

27           45.     Responding to paragraph 45 of the FAC, Apple admits that, when it was available  
28 for the following devices, AppleCare Protection Plan for iPhone cost \$69, AppleCare Protection

1 Plan for iPad cost \$99, AppleCare Protection Plan for iPod Touch and iPod Classic cost \$59, and  
2 AppleCare Protection Plan for iPod Nano and iPod Shuffle cost \$39. Except as otherwise  
3 admitted, Apple denies the allegations in paragraph 45.

4 **A. AppleCare+ Promises to Replace or Repair with New or Equivalent to New Devices**

5 46. Responding to paragraph 46 of the FAC, Apple admits that it launched  
6 AppleCare+ for iPhone in October 2011. Except as otherwise stated or admitted, Apple denies  
7 the allegation in paragraph 46.

8 47. Responding to paragraph 47 of the FAC, Apple admits that from 2012 to the  
9 present, AppleCare+ has been the only service plan customers can purchase from Apple that  
10 covers iPhone and iPad. Apple further admits that AppleCare+ for iPods became available in  
11 September 2013. Except as otherwise stated or admitted, Apple denies the allegation in  
12 paragraph 47.

13 48. Responding to paragraph 48 of the FAC, Apple admits that AppleCare+ previously  
14 could only be purchased within thirty (30) days of the date of purchase of the covered product.  
15 Apple further admits that AppleCare+ currently must be purchased within sixty (60) days of the  
16 purchase of the covered product. Except as otherwise stated or admitted, Apple denies the  
17 allegations in paragraph 48.

18 49. Responding to paragraph 49 of the FAC, Apple admits that AppleCare+ extends  
19 hardware repair coverage and telephone technical support for two years from the date of purchase  
20 of the covered product, and also offers coverage for up to two incidents of accidental damage.  
21 Except as otherwise stated, Apple denies the allegations in paragraph 49.

22 50. Responding to paragraph 50 of the FAC, Apple admits that a customer who  
23 purchases AppleCare+ enters into a service contract with AppleCare Service Company, Inc.  
24 Apple further admits that AppleCare Service Company, Inc. is a wholly-owned subsidiary of  
25 Apple. Apple further admits that Apple is the administrator of AppleCare+. Except as otherwise  
26 stated or admitted, Apple denies the allegations in paragraph 50.

27 51. Responding to paragraph 51 of the FAC, Apple admits that from 2012 to  
28 September 2013, AppleCare+ did not cover any products other than iPhone and iPad. Apple

1 further admits that AppleCare+ for iPods became available in September 2013. Except as  
2 otherwise stated or admitted, Apple denies the allegation in paragraph 51.

3 52. Responding to paragraph 52 of the FAC, Apple states that to the extent paragraph  
4 52 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
5 terms and conditions, the documents speak for themselves, and Apple denies any characterization  
6 of the documents that is inconsistent with their content. Except as otherwise stated, Apple denies  
7 the allegations in paragraph 52.

8 53. Responding to paragraph 53 of the FAC, Apple states that to the extent paragraph  
9 53 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
10 terms and conditions, the documents speak for themselves, and Apple denies any characterization  
11 of the documents that is inconsistent with their content. Except as otherwise stated, Apple denies  
12 the allegations in paragraph 53.

13 54. Responding to paragraph 54 of the FAC, Apple admits that until September 10,  
14 2013, a customer making a claim under the accidental damage provision of AppleCare+ for  
15 iPhone or iPad could repair or replace their covered product subject to a \$49 service fee. Except  
16 as otherwise stated, Apple denies the allegations in paragraph 54.

17 55. Paragraph 55 of the FAC has no content, and does not require a response.

18 56. Responding to paragraph 56 of the FAC, Apple states that to the extent paragraph  
19 56 references or purports to summarize from any iteration of the AppleCare+ terms and  
20 conditions, the documents speak for themselves, and Apple denies any characterization of the  
21 documents that is inconsistent with their content. Except as otherwise stated, Apple denies the  
22 allegations in paragraph 56.

23 57. Responding to paragraph 57 of the FAC, Apple states that to the extent paragraph  
24 57 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
25 terms and conditions, the documents speak for themselves, and Apple denies any characterization  
26 of the documents that is inconsistent with their content. Except as otherwise stated, Apple denies  
27 the allegations in paragraph 57.

1           58.     Responding to paragraph 58 of the FAC, Apple states that to the extent paragraph  
2 58 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
3 terms and conditions, the documents speak for themselves, and Apple denies any characterization  
4 of the documents that is inconsistent with their content. Except as otherwise stated, Apple denies  
5 the allegations in paragraph 58.

6           59.     Responding to paragraph 59 of the FAC, Apple admits that in September 2013,  
7 AppleCare+ for iPod became available. Except as otherwise admitted, Apple denies the  
8 allegations in paragraph 59.

9           60.     Responding to paragraph 60 of the FAC, Apple states that to the extent paragraph  
10 60 references or purports to summarize from any iteration of the AppleCare+ terms and  
11 conditions, the documents speak for themselves, and Apple denies any characterization of the  
12 documents that is inconsistent with their content. Except as otherwise stated or admitted, Apple  
13 denies the allegations in paragraph 60.

14           61.     Responding to paragraph 61 of the FAC, Apple states that to the extent paragraph  
15 61 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
16 terms and conditions, the documents speak for themselves, and Apple denies any characterization  
17 of the documents that is inconsistent with their content. Except as otherwise stated or admitted,  
18 Apple denies the allegations in paragraph 61.

19           62.     Responding to paragraph 62 of the FAC, Apple states that to the extent paragraph  
20 62 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
21 terms and conditions, the documents speak for themselves, and Apple denies any characterization  
22 of the documents that is inconsistent with their content. Except as otherwise stated or admitted,  
23 Apple denies the allegations in paragraph 62.

24           63.     Responding to paragraph 63 of the FAC, Apple states that to the extent paragraph  
25 63 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
26 terms and conditions, the documents speak for themselves, and Apple denies any characterization  
27 of the documents that is inconsistent with their content. Except as otherwise stated or admitted,  
28 Apple denies the allegations in paragraph 63.

1           64.     Responding to paragraph 64 of the FAC, Apple states that a customer making a  
2 claim under the accidental damage provision of AppleCare+ for iPhone, iPad, or iPod could  
3 repair or replace their covered product subject to a service fee that ranged from \$29 to \$99.  
4 Except as otherwise stated or admitted, Apple denies the allegations in paragraph 64.

5           65.     Responding to paragraph 65 of the FAC, Apple states that to the extent paragraph  
6 65 references or purports to summarize from any iteration of the AppleCare+ terms and  
7 conditions, the documents speak for themselves, and Apple denies any characterization of the  
8 documents that is inconsistent with their content. Except as otherwise stated or admitted, Apple  
9 denies the allegations in paragraph 65.

10          66.     Responding to paragraph 66 of the FAC, Apple admits that AppleCare+ currently  
11 costs \$129 for current iPhones, excluding the iPhone SE; \$99 for all other iPhones and all iPads;  
12 and \$59 for all iPods, which includes the iPod Classic and iPod Touch. Apple further admits that  
13 AppleCare+ is included with Apple's iPhone Upgrade Program. Except as otherwise stated or  
14 admitted, Apple denies the allegations in paragraph 66.

15     **B.     Replacement Devices**

16          67.     Responding to paragraph 67 of the FAC, Apple states that to the extent paragraph  
17 67 references or purports to summarize from any iteration of the AppleCare+ or AppleCare  
18 Protection Plan terms and conditions, the documents speak for themselves, and Apple denies any  
19 characterization of the documents that is inconsistent with their content. Except as otherwise  
20 stated, Apple denies the allegations in paragraph 67.

21          68.     Responding to paragraph 68 of the FAC, Apple states that to the extent paragraph  
22 67 references or purports to summarize from any iteration of the AppleCare+ or AppleCare  
23 Protection Plan terms and conditions, the documents speak for themselves, and Apple denies any  
24 characterization of the documents that is inconsistent with their content. Except as otherwise  
25 stated, Apple denies the allegations in paragraph 68.

26          69.     Responding to paragraph 69 of the FAC, Apple states that replacement devices  
27 provided under AppleCare Protection Plan or AppleCare+ are shipped in plain, unbranded boxes.  
28 Except as otherwise stated, Apple denies the allegations in paragraph 69.

1           70.     Responding to paragraph 70 of the FAC, Apple admits that some replacement  
2 devices provided under the AppleCare Protection Plan or AppleCare+ are new. Except as  
3 otherwise admitted, Apple denies the allegations in paragraph 70.

4           71.     Responding to paragraph 71 of the FAC, Apple states that replacement devices  
5 provided under AppleCare Protection Plan or AppleCare+ are shipped in plain, unbranded boxes.  
6 Except as otherwise stated, Apple denies the allegations in paragraph 71.

7           72.     Responding to paragraph 72 of the FAC, Apple states that replacement devices  
8 provided under AppleCare Protection Plan or AppleCare+ are shipped in plain, unbranded boxes.  
9 Apple states that a customer making a claim under the accidental damage provision of  
10 AppleCare+ for iPhone, iPad, or iPod could repair or replace their covered product subject to a  
11 service fee. Except as otherwise stated or admitted, Apple denies the allegations in paragraph 72.

12           73.     Responding to paragraph 73 of the FAC, Apple states that the Court dismissed  
13 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
14 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
15 required because the following claims are no longer asserted: Count IV for alleged violations of  
16 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
17 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
18 Law with respect to the fraudulent prong. To the extent a response is required, Apple states that  
19 to the extent paragraph 73 references or purports to summarize, interpret, or quote from any  
20 iteration of the AppleCare+ or AppleCare Protection Plan terms and conditions, the documents  
21 speak for themselves, and Apple denies any characterization of the documents that is inconsistent  
22 with their content. Except as otherwise stated, Apple denies the allegations in paragraph 73.

23           74.     Responding to paragraph 74 of the FAC, Apple states that to the extent paragraph  
24 74 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
25 or AppleCare Protection Plan terms and conditions, the documents speak for themselves, and  
26 Apple denies any characterization of the documents that is inconsistent with their content. Except  
27 as otherwise stated, Apple denies the allegations in paragraph 74.

1           75.     Responding to paragraph 75 of the FAC, Apple states that to the extent paragraph  
2 75 references or purports to summarize, interpret, or quote from any iteration of the AppleCare+  
3 terms and conditions, the documents speak for themselves, and Apple denies any characterization  
4 of the documents that is inconsistent with their content. Except as otherwise stated, Apple denies  
5 the allegations in paragraph 75.

6           76.     Apple denies the allegations in paragraph 76 of the FAC.

7           77.     Responding to paragraph 77 of the FAC, Apple states that the Court dismissed  
8 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
9 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
10 required because the following claims are no longer asserted: Count IV for alleged violations of  
11 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
12 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
13 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
14 allegations in paragraph 77.

15 **C.     Refurbished, Remanufactured, or Used Parts Are Not New or Equivalent to New in**  
16 **Performance and Reliability**

17           78.     Responding to paragraph 78 of the FAC, Apple states that insofar as the  
18 allegations in paragraph 78 state conclusions of law, no response thereto is required. Except as  
19 otherwise stated, Apple denies the allegations in paragraph 78.

20           79.     Apple denies the allegations in paragraph 79 of the FAC.

21           80.     Apple denies the allegations in paragraph 80 of the FAC.

22           81.     Apple denies the allegations in paragraph 81 of the FAC.

23           82.     Apple denies the allegations in paragraph 82 of the FAC.

24           83.     Responding to paragraph 83 of the FAC, Apple states that insofar as the  
25 allegations in paragraph 83 state conclusions of law, no response thereto is required. Except as  
26 otherwise stated, Apple denies the allegations in paragraph 83.



1           84.     Responding to paragraph 84 of the FAC, Apple states that insofar as the  
2 allegations in paragraph 84 state conclusions of law, no response thereto is required. Except as  
3 otherwise stated, Apple denies the allegations in paragraph 84.

4     **D.     Plaintiffs**

5           85.     Responding to paragraph 85 of the FAC, Apple states that its records indicate  
6 Plaintiff Maldonado purchased a fourth-generation iPad from the First Colony Mall Apple Store  
7 in Sugarland, Texas, on September 9, 2013, serial number DMPKN0FZF18G, for \$829.00.

8           86.     Responding to paragraph 86 of the FAC, Apple states that its records indicate  
9 Plaintiff Maldonado purchased AppleCare+ for iPad from the First Colony Mall Apple Store in  
10 Sugarland, Texas, on September 9, 2013, for \$99.00.

11           87.     Responding to paragraph 87 of the FAC, Apple states that its records indicate  
12 Plaintiff Maldonado visited the Memorial City Apple Store in Houston, Texas, on or about  
13 May 8, 2015. Apple states that it is without knowledge or information sufficient to form a belief  
14 as to the truth of the remaining allegations, and on that basis denies the remaining allegations in  
15 paragraph 87. Except as otherwise stated, Apple denies the allegations in paragraph 87.

16           88.     Responding to paragraph 88 of the FAC, Apple states that its records indicate that  
17 Plaintiff Maldonado visited the Memorial City Apple Store in Houston, Texas, on May 8, 2015.  
18 Apple states that it is without knowledge or information sufficient to form a belief as to the truth  
19 of the remaining allegations, and on that basis denies the remaining allegations in paragraph 88.  
20 Except as otherwise stated, Apple denies the allegations in paragraph 88.

21           89.     Responding to paragraph 89 of the FAC, Apple states that its records indicate that  
22 Plaintiff Maldonado received a replacement iPad under her AppleCare+ service plan on or about  
23 May 8, 2015. Except as otherwise stated, Apple denies the allegations in paragraph 89.

24           90.     Paragraph 90 of the FAC has no content, and does not require a response.

25           91.     Responding to paragraph 91 of the FAC, Apple states that, based on Apple's  
26 records, the replacement iPad Plaintiff Maldonado received on or about May 8, 2015 was a  
27 remanufactured iPad, meaning that it was assembled using the same manufacturing process as a  
28

1 new iPad, and contains both new parts and recovered parts that have been extensively tested.

2 Except as otherwise stated, Apple denies the allegation in paragraph 91.

3 92. Responding to paragraph 92 of the FAC, Apple states that it is without knowledge  
4 or information sufficient to form a belief as to the truth of the allegations in paragraph 92, and on  
5 that basis denies the allegations in paragraph 92.

6 93. Responding to paragraph 93 of the FAC, Apple states that its records indicate that  
7 Plaintiff Maldonado visited the First Colony Apple Store in Sugarland, Texas, on or about  
8 May 22, 2015. Apple states that it is without knowledge or information sufficient to form a belief  
9 as to the truth of the remaining allegations, and on that basis denies the remaining allegations in  
10 paragraph 93. Except as otherwise stated, Apple denies the allegations in paragraph 93.

11 94. Responding to paragraph 94 of the FAC, Apple states that it is without knowledge  
12 or information sufficient to form a belief as to the truth of the allegations in paragraph 94, and on  
13 that basis denies the allegations in paragraph 94.

14 95. Responding to paragraph 95 of the FAC, Apple states that its records indicate that  
15 Plaintiff Maldonado received a second replacement iPad unit under her AppleCare+ service plan  
16 on or about May 22, 2015. Except as otherwise stated, Apple denies the allegations in paragraph  
17 95.

18 96. Responding to paragraph 96 of the FAC, Apple states that, based on Apple's  
19 records, the replacement iPad Plaintiff Maldonado received on or about May 22, 2015 was a  
20 remanufactured iPad, meaning that it was assembled using the same manufacturing process as a  
21 new iPad, and contains both new parts and recovered parts that have been extensively tested.  
22 Except as otherwise stated, Apple denies the allegation in paragraph 96.

23 97. Responding to paragraph 97 of the FAC, Apple states that the Court dismissed  
24 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
25 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
26 required because the following claims are no longer asserted: Count IV for alleged violations of  
27 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
28 False Advertising Law, or Count V for alleged violations of the California Unfair Competition

1 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
2 allegations in paragraph 97.

3 98. Responding to paragraph 98 of the FAC, Apple states that the Court dismissed  
4 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
5 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
6 required because the following claims are no longer asserted: Count IV for alleged violations of  
7 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
8 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
9 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
10 allegations in paragraph 98.

11 99. Responding to paragraph 99 of the FAC, Apple states that the Court dismissed  
12 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
13 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
14 required because the following claims are no longer asserted: Count IV for alleged violations of  
15 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
16 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
17 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
18 allegations in paragraph 99.

19 100. Responding to paragraph 100 of the FAC, Apple states that its records indicate  
20 Plaintiff Carter purchased an iPhone 6 Plus from the St. Johns Apple Store in Jacksonville,  
21 Florida, on April 16, 2015, serial number FK1NW29QG5QL, for \$849.00.

22 101. Responding to paragraph 101 of the FAC, Apple states that its records indicate  
23 Plaintiff Carter purchased AppleCare+ for iPhone 6 Plus from the St. Johns Apple Store in  
24 Jacksonville, Florida, on April 16, 2015, for \$99.00. Apple further states that its records indicate  
25 that Plaintiff Carter paid a total of \$1,014.36, including tax, for the iPhone 6 Plus and AppleCare+  
26 on April 16, 2015. Except as otherwise stated, Apple denies the allegations in paragraph 101.

27 102. Responding to paragraph 102 of the FAC, Apple states that its records indicate that  
28 it provided Plaintiff Carter with a replacement iPhone 6 Plus, serial number F9CRT08CG5QL, on

1 or about July 11, 2016. Apple states that it is without knowledge or information sufficient to  
2 form a belief as to the truth of the remaining allegations in paragraph 102, and on that basis  
3 denies the remaining allegations in paragraph 102.

4 103. Responding to paragraph 103 of the FAC, Apple states that it is without  
5 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
6 103, and on that basis denies the allegations in paragraph 103.

7 104. Responding to paragraph 104 of the FAC, Apple states that its records indicate that  
8 it provided Plaintiff Carter a replacement iPhone 6 Plus, serial number F9CSC0TNG5QL, on or  
9 about October 27, 2016. Except as otherwise stated, Apple denies the allegations in paragraph  
10 104.

11 105. Responding to paragraph 105 of the FAC, Apple states that, based on Apple's  
12 records, the replacement iPhone provided to Plaintiff Carter on or about October 27, 2016 was a  
13 remanufactured iPhone, meaning that it was assembled using the same manufacturing process as  
14 a new iPhone, and contains both new parts and recovered parts that have been extensively tested.  
15 Except as otherwise stated, Apple denies the allegation in paragraph 105.

16 106. Responding to paragraph 106 of the FAC, Apple states that it is without  
17 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
18 106, and on that basis denies the allegations in paragraph 106.

19 107. Responding to paragraph 107 of the FAC, Apple states that it is without  
20 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
21 107, and on that basis denies the allegations in paragraph 107.

22 108. Responding to paragraph 108 of the FAC, Apple states that it is without  
23 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
24 108, and on that basis denies the allegations in paragraph 108.

25 109. Responding to paragraph 109 of the FAC, Apple states that it is without  
26 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
27 109, and on that basis denies the allegations in paragraph 109.

1           110. Responding to paragraph 110 of the FAC, Apple states that it is without  
2 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
3 110, and on that basis denies the allegations in paragraph 110.

4           111. Responding to paragraph 111 of the FAC, Apple states that it is without  
5 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
6 111, and on that basis denies the allegations in paragraph 111.

7           112. Responding to paragraph 112 of the FAC, Apple states that it is without  
8 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
9 112, and on that basis denies the allegations in paragraph 112.

10           113. Responding to paragraph 113 of the FAC, Apple states that it is without  
11 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
12 113, and on that basis denies the allegations in paragraph 113.

13           114. Responding to paragraph 114 of the FAC, Apple states that its records indicate it  
14 provided Plaintiff Carter a replacement iPhone 6 Plus, serial number DTRSG0D5G5QL, on or  
15 about November 4, 2016.

16           115. Apple denies the allegations in paragraph 115 of the FAC.

17           116. Responding to paragraph 116 of the FAC, Apple states that it is without  
18 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
19 116, and on that basis denies the allegations in paragraph 116.

20           117. Responding to paragraph 117 of the FAC, Apple states that it is without  
21 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
22 117, and on that basis denies the allegations in paragraph 117.

23           118. Responding to paragraph 118 of the FAC, Apple states that its records show  
24 Plaintiff Carter returned his third replacement iPhone 6 Plus. Apple states that it is without  
25 knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph  
26 118, and on that basis denies the allegations in paragraph 118.

27           119. Responding to paragraph 119 of the FAC, Apple states that the Court dismissed  
28 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)

1 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
2 required because the following claims are no longer asserted: Count IV for alleged violations of  
3 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
4 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
5 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
6 allegations in paragraph 119.

7 120. Responding to paragraph 120 of the FAC, Apple states that the Court dismissed  
8 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
9 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
10 required because the following claims are no longer asserted: Count IV for alleged violations of  
11 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
12 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
13 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
14 allegations in paragraph 120.

15 121. Responding to paragraph 121 of the FAC, Apple states that the Court dismissed  
16 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
17 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
18 required because the following claims are no longer asserted: Count IV for alleged violations of  
19 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
20 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
21 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
22 allegations in paragraph 121.

## 23 VI. CLASS ACTION ALLEGATIONS

24 122. Responding to paragraph 122 of the FAC, Apple admits that Plaintiffs purport to  
25 bring a class action against Apple and seek to represent a purported class as stated. Apple denies  
26 that class treatment is appropriate. Except as otherwise stated, Apple denies the allegations in  
27 paragraph 122.

1           123. Responding to paragraph 123 of the FAC, Apple admits that Plaintiffs purport to  
2 bring a class action against Apple and seek to represent a purported class, excluding the persons  
3 stated. Apple denies that class treatment is appropriate. Insofar as the allegations in paragraph  
4 123 state conclusions of law, no response thereto is required. Except as otherwise stated, Apple  
5 denies the allegations in paragraph 123.

6           124. Responding to paragraph 124 of the FAC, Apple admits that on July 27, 2016,  
7 Apple announced that it had sold one billion iPhones. Apple admits that Plaintiffs purport to  
8 bring a class action against Apple. Apple denies that class treatment is appropriate. Insofar as the  
9 allegations in paragraph 124 state conclusions of law, no response thereto is required. Except as  
10 otherwise stated, Apple denies the allegations in paragraph 124.

11           125. Responding to paragraph 125 (including subparagraphs 125a through 125l) of the  
12 FAC, Apple admits that Plaintiffs purport to bring a class action against Apple. Apple denies that  
13 class treatment is appropriate. Insofar as the allegations in paragraph 125 state conclusions of  
14 law, no response thereto is required. Except as otherwise stated, Apple denies the allegations in  
15 paragraph 125.

16           126. Responding to paragraph 126 of the FAC, Apple admits that Plaintiffs purport to  
17 bring a class action against Apple. Apple denies that class treatment is appropriate. Insofar as the  
18 allegations in paragraph 126 state conclusions of law, no response thereto is required. Except as  
19 otherwise stated, Apple denies the allegations in paragraph 126.

20           127. Responding to paragraph 127 of the FAC, Apple admits that Plaintiffs purport to  
21 bring a class action against Apple. Apple denies that class treatment is appropriate. Insofar as the  
22 allegations in paragraph 127 state conclusions of law, no response thereto is required. With  
23 respect to the adequacy of Plaintiffs' counsel Renee F. Kennedy, Apple denies the allegations.  
24 Apple is without knowledge or information sufficient to form a basis as to the truth of the  
25 allegations regarding adequacy of Plaintiffs or Plaintiffs' counsel Hagens Berman Sobol Shapiro  
26 LLP, and on that basis denies those allegations. Except as otherwise stated, Apple denies the  
27 allegations in paragraph 127.  
28





1 137. No response to paragraph 137 of the FAC is required because Count I is not  
2 asserted against Apple.

3 138. No response to paragraph 138 of the FAC is required because Count I is not  
4 asserted against Apple.

5 139. No response to paragraph 139 of the FAC is required because Count I is not  
6 asserted against Apple.

7 **COUNT II**  
8 **VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**  
9 **15 U.S.C. § 2301, et seq.**  
10 **(Against Defendant AppleCare Services)**

11 140. No response to paragraph 140 of the FAC is required because Count II is not  
12 asserted against Apple.

13 141. No response to paragraph 141 of the FAC is required because Count II is not  
14 asserted against Apple.

15 142. No response to paragraph 142 of the FAC is required because Count II is not  
16 asserted against Apple.

17 143. No response to paragraph 143 of the FAC is required because Count II is not  
18 asserted against Apple.

19 144. No response to paragraph 144 of the FAC is required because Count II is not  
20 asserted against Apple.

21 145. No response to paragraph 145 of the FAC is required because Count II is not  
22 asserted against Apple.

23 146. No response to paragraph 146 of the FAC is required because Count II is not  
24 asserted against Apple.

25 147. No response to paragraph 147 of the FAC is required because Count II is not  
26 asserted against Apple.

27 148. No response to paragraph 148 of the FAC is required because Count II is not  
28 asserted against Apple.

1 149. No response to paragraph 149 of the FAC is required because Count II is not  
2 asserted against Apple.

3 150. No response to paragraph 150 of the FAC is required because Count II is not  
4 asserted against Apple.

5 151. No response to paragraph 151 of the FAC is required because Count II is not  
6 asserted against Apple.

7 152. No response to paragraph 152 of the FAC is required because Count II is not  
8 asserted against Apple.

9 153. No response to paragraph 153 of the FAC is required because Count II is not  
10 asserted against Apple.

11 154. No response to paragraph 154 of the FAC is required because Count II is not  
12 asserted against Apple.

13 155. No response to paragraph 155 of the FAC is required because Count II is not  
14 asserted against Apple.

15 156. No response to paragraph 156 of the FAC is required because Count II is not  
16 asserted against Apple.

17 157. No response to paragraph 157 of the FAC is required because Count II is not  
18 asserted against Apple.

19 158. No response to paragraph 158 of the FAC is required because Count II is not  
20 asserted against Apple.

21 **COUNT III**  
22 **VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT**  
23 **CAL. CIV. CODE § 1790, *et seq.***  
24 **(Against Defendant AppleCare Services)**

25 159. No response to paragraph 159 of the FAC is required because Count II is not  
26 asserted against Apple.

27 160. No response to paragraph 160 of the FAC is required because Count III is not  
28 asserted against Apple.

1 161. No response to paragraph 161 of the FAC is required because Count III is not  
2 asserted against Apple.

3 162. No response to paragraph 162 of the FAC is required because Count III is not  
4 asserted against Apple.

5 163. No response to paragraph 163 of the FAC is required because Count III is not  
6 asserted against Apple.

7 164. No response to paragraph 164 of the FAC is required because Count III is not  
8 asserted against Apple.

9 165. No response to paragraph 165 of the FAC is required because Count III is not  
10 asserted against Apple.

11 166. No response to paragraph 166 of the FAC is required because Count III is not  
12 asserted against Apple.

13 167. No response to paragraph 167 of the FAC is required because Count III is not  
14 asserted against Apple.

15 168. No response to paragraph 168 of the FAC is required because Count III is not  
16 asserted against Apple.

17 169. No response to paragraph 169 of the FAC is required because Count III is not  
18 asserted against Apple.

19 170. No response to paragraph 170 of the FAC is required because Count III is not  
20 asserted against Apple.

21 **COUNT IV**  
22 **VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**  
23 **CAL. CIV. CODE § 1750, *et seq.***  
24 **(Against All Defendants)**

25 171. Responding to paragraph 171 of the FAC, Apple realleges and incorporates by  
26 reference each and every preceding paragraph of this answer as if fully set forth herein.

27 172. Responding to paragraph 172 of the FAC, Apple states that insofar as allegations  
28 in paragraph 172 state conclusions of law, no response thereto is required. Apple denies the  
remaining allegations in paragraph 172.

1           173. Responding to paragraph 173 of the FAC, Apple states that insofar as allegations  
2 in paragraph 173 state conclusions of law, no response thereto is required. Apple denies the  
3 remaining allegations in paragraph 173.

4           174. Responding to paragraph 174 of the FAC, Apple states that insofar as allegations  
5 in paragraph 174 state conclusions of law, no response thereto is required. Apple denies the  
6 remaining allegations in paragraph 174.

7           175. Responding to paragraph 175 of the FAC, Apple states that insofar as allegations  
8 in paragraph 175 state conclusions of law, no response thereto is required. Apple denies the  
9 remaining allegations in paragraph 175.

10           176. Responding to paragraph 176 of the FAC, Apple states that insofar as allegations  
11 in paragraph 176 state conclusions of law, no response thereto is required. Apple denies the  
12 remaining allegations in paragraph 176.

13           177. Responding to paragraph 177 (including subparagraphs 177a through 177d) of the  
14 FAC, Apple states that insofar as allegations in paragraph 177 state conclusions of law, no  
15 response thereto is required. Responding to subparagraphs 177a through 177d of the FAC, Apple  
16 states that the Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with  
17 leave to amend. (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no  
18 response to this paragraph is required because the following claims are no longer asserted: Count  
19 IV for alleged violations of the California Consumers Legal Remedies Act, Count V for alleged  
20 violations of the California False Advertising Law, or Count V for alleged violations of the  
21 California Unfair Competition Law with respect to the fraudulent prong. To the extent a response  
22 is required, Apple denies the allegations in subparagraphs 177a through 177d.

23           178. Responding to paragraph 178 of the FAC, Apple states that insofar as allegations  
24 in paragraph 178 state conclusions of law, no response thereto is required. Apple denies the  
25 remaining allegations in paragraph 178.

26           179. Responding to paragraph 179 of the FAC, Apple states that the Court dismissed  
27 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
28 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is

1 required because the following claims are no longer asserted: Count IV for alleged violations of  
2 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
3 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
4 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
5 allegations in paragraph 179.

6 180. Responding to paragraph 180 of the FAC, Apple states that the Court dismissed  
7 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
8 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
9 required because the following claims are no longer asserted: Count IV for alleged violations of  
10 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
11 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
12 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
13 allegations in paragraph 180.

14 181. Responding to paragraph 181 of the FAC, Apple states that the Court dismissed  
15 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
16 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
17 required because the following claims are no longer asserted: Count IV for alleged violations of  
18 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
19 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
20 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
21 allegations in paragraph 181.

22 182. Responding to paragraph 182 of the FAC, Apple states that the Court dismissed  
23 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
24 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
25 required because the following claims are no longer asserted: Count IV for alleged violations of  
26 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
27 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
28

1 Law with respect to the fraudulent prong. To the extent a response is required, Apple admits  
2 Plaintiffs seek the relief stated, and otherwise denies the allegations in paragraph 182.

3 183. Responding to paragraph 183 of the FAC, Apple states that the Court dismissed  
4 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
5 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
6 required because the following claims are no longer asserted: Count IV for alleged violations of  
7 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
8 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
9 Law with respect to the fraudulent prong. To the extent a response is required, Apple admits  
10 Plaintiffs seek the relief stated, and otherwise denies the allegations in paragraph 183.

11 184. Responding to paragraph 184 of the FAC, Apple states that the Court dismissed  
12 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
13 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
14 required because the following claims are no longer asserted: Count IV for alleged violations of  
15 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
16 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
17 Law with respect to the fraudulent prong. To the extent a response is required, Apple admits  
18 Plaintiffs seek the relief stated, and otherwise denies the allegations in paragraph 184.

19 185. Responding to paragraph 185 of the FAC, Apple states that the Court dismissed  
20 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
21 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
22 required because the following claims are no longer asserted: Count IV for alleged violations of  
23 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
24 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
25 Law with respect to the fraudulent prong. To the extent a response is required, Apple admits  
26 Plaintiffs seek the relief stated, and otherwise denies the allegations in paragraph 185.

27 186. Responding to paragraph 186 of the FAC, Apple states that the Court dismissed  
28 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)

1 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
2 required because the following claims are no longer asserted: Count IV for alleged violations of  
3 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
4 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
5 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
6 allegations in paragraph 186.

7  
8 **COUNT V**  
9 **VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW**  
10 **CAL. BUS. & PROF. CODE § 17500, et seq.**  
11 **(Against All Defendants)**

12 187. Responding to paragraph 187 of the FAC, Apple realleges and incorporates by  
13 reference each and every preceding paragraph of this answer as if fully set forth herein.

14 188. Responding to paragraph 188 of the FAC, Apple states that the Court dismissed  
15 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
16 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
17 required because the following claims are no longer asserted: Count IV for alleged violations of  
18 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
19 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
20 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
21 allegations in paragraph 188.

22 189. Responding to paragraph 189 of the FAC, Apple states that the Court dismissed  
23 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
24 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
25 required because the following claims are no longer asserted: Count IV for alleged violations of  
26 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
27 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
28 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
allegations in paragraph 189.

1           190. Responding to paragraph 190 of the FAC, Apple states that the Court dismissed  
2 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
3 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
4 required because the following claims are no longer asserted: Count IV for alleged violations of  
5 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
6 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
7 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
8 allegations in paragraph 190.

9           191. Responding to paragraph 191 of the FAC, Apple states that the Court dismissed  
10 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
11 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
12 required because the following claims are no longer asserted: Count IV for alleged violations of  
13 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
14 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
15 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
16 allegations in paragraph 191.

17           192. Responding to paragraph 192 of the FAC, Apple states that the Court dismissed  
18 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
19 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
20 required because the following claims are no longer asserted: Count IV for alleged violations of  
21 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
22 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
23 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
24 allegations in paragraph 192.

25           193. Responding to paragraph 193 of the FAC, Apple states that the Court dismissed  
26 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
27 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
28 required because the following claims are no longer asserted: Count IV for alleged violations of



1 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
2 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
3 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
4 allegations in paragraph 193.

5 **COUNT VI**  
6 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
7 **CAL. BUS. & PROF. CODE § 17200, et seq.**  
8 **(Against All Defendants)**

9 194. Responding to paragraph 194 of the FAC, Apple realleges and incorporates by  
10 reference each and every preceding paragraph of this answer as if fully set forth herein.

11 195. Responding to paragraph 195 of the FAC, Apple states that insofar as allegations  
12 in paragraph 195 state conclusions of law, no response thereto is required. Apple denies the  
13 remaining allegations in paragraph 195.

14 196. Responding to paragraph 196 (including subparagraphs 196a through 196d) of the  
15 FAC, Apple states that insofar as allegations in paragraph 196 state conclusions of law, no  
16 response thereto is required. Responding to subparagraph 196c of the FAC, Apple denies the  
17 allegations in subparagraph 196c of the FAC. Responding to subparagraphs 196a, 196b, and  
18 196d of the FAC, Apple states that the Court dismissed Plaintiffs' fraud-based claims in its  
19 March 2, 2017 order with leave to amend. (ECF No. 64.) Plaintiffs did not file an amended  
20 complaint. As a result, no response to this paragraph is required because the following claims are  
21 no longer asserted: Count IV for alleged violations of the California Consumers Legal Remedies  
22 Act, Count V for alleged violations of the California False Advertising Law, or Count V for  
23 alleged violations of the California Unfair Competition Law with respect to the fraudulent prong.  
24 To the extent a response is required, Apple denies the allegations in subparagraphs 196a, 196b,  
25 and 196d.

26 197. Responding to paragraph 197 of the FAC, Apple states that the Court dismissed  
27 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
28 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
required because the following claims are no longer asserted: Count IV for alleged violations of

1 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
2 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
3 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
4 allegations in paragraph 197.

5 198. Responding to paragraph 198 of the FAC, Apple states that the Court dismissed  
6 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
7 Plaintiffs did not file an amended complaint. As a result, no response to this paragraph is  
8 required because the following claims are no longer asserted: Count IV for alleged violations of  
9 the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
10 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
11 Law with respect to the fraudulent prong. To the extent a response is required, Apple denies the  
12 allegations in paragraph 198.

13 199. Apple denies the allegations in paragraph 199.

14 200. Responding to paragraph 200 of the FAC, Apple admits Plaintiffs seek injunctive  
15 relief. Apple denies that Plaintiffs have suffered any injury or are entitled to any injunctive or  
16 other relief in this action. Apple denies the remaining allegations in paragraph 200.

17 201. Apple denies the allegations in paragraph 201.

18 **PRAYER FOR RELIEF**

19 Apple denies that Plaintiffs are entitled to any of the requested relief, including the relief  
20 requested in paragraphs A through I under the section entitled "Prayer for Relief."

21 **AFFIRMATIVE DEFENSES**

22 As to affirmative defenses to the FAC, Apple does not, by stating the matters set forth in  
23 these defenses, allege or admit that it has the burden of proof or persuasion with respect to any of  
24 these matters, and does not assume the burden of proof or persuasion on any matters as to which  
25 Plaintiffs have the burden of proof or persuasion. The following affirmative defenses are based  
26 on Apple's knowledge, information, and belief at this time, and Apple specifically reserves the  
27 right to modify, amend, or supplement any affirmative defense contained in this Answer. Apple  
28

1 reserves the right to assert other defenses as information is gathered through discovery and  
2 investigation.

3 **FIRST AFFIRMATIVE DEFENSE**  
4 **(Lack of Standing)**

5 The claims of Plaintiffs and the claims of the purported class are barred, in whole or in  
6 part, because they lack of standing to assert any or all of the causes of action alleged in the FAC.

7 **SECOND AFFIRMATIVE DEFENSE**  
8 **(Waiver, Estoppel)**

9 The FAC, and each of its purported causes of action, is barred, in whole or in part, by the  
10 doctrines of waiver or estoppel.

11 **THIRD AFFIRMATIVE DEFENSE**  
12 **(Failure to Mitigate)**

13 Plaintiffs and the purported class have failed to mitigate damages, if any.

14 **FOURTH AFFIRMATIVE DEFENSE**  
15 **(Offset)**

16 Any claims for damages or other monetary recovery by Plaintiffs or the purported class  
17 must be offset and reduced by the value received.

18 **FIFTH AFFIRMATIVE DEFENSE**  
19 **(No Injury in Fact or Loss of Money or Property)**

20 Apple alleges on information and belief that Plaintiffs and the members of the purported  
21 class have not sustained an injury in fact or lost the requisite money or property necessary to  
22 confer standing pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* and §§ 17500, *et seq.*

23 **SIXTH AFFIRMATIVE DEFENSE**  
24 **(No Injury or Damage)**

25 Apple denies that Plaintiffs or any member of the purported class have suffered any injury  
26 or damage whatsoever, and further denies that they are liable to Plaintiffs or any member of the  
27 purported class for any of the injury or damage claimed or for any injury or damage whatsoever.  
28

**SEVENTH AFFIRMATIVE DEFENSE  
(Failure to Provide Pre-Lawsuit CLRA Notice as to Plaintiff Carter)**

To the extent Plaintiff Maldonado is found to lack standing, Plaintiff Carter’s California Consumers Legal Remedies Act claim is barred because he failed to provide pre-suit notice as required by the CLRA pursuant to California Civil Code § 1782(a).

**EIGHTH AFFIRMATIVE DEFENSE  
(Statute of Limitations)**

The class definition includes putative class members whose claims are time-barred under the applicable statutes of limitations.

**DEMAND FOR JURY TRIAL**

Apple hereby demands a trial by jury on all issues upon which trial by jury may be had.

**PRAYER FOR RELIEF**

WHEREFORE, Apple prays for the following relief:

1. That judgment on the FAC, and on each cause of action herein, be entered in favor of Apple;
2. That this Court finds that this suit cannot be maintained as a class action;
3. That this Court denies Plaintiffs or the members of the purported class relief of any kind;
4. That the request for injunctive relief be denied;
5. That Apple be awarded its costs incurred, including reasonable attorneys’ fees; and
6. For such other or further relief as this Court may deem just and proper.

Dated: April 5, 2017

MORRISON & FOERSTER LLP

By: /s/ Purvi G. Patel  
Purvi G. Patel

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10 Attorneys for Defendants  
APPLECARE SERVICE  
11 COMPANY, INC. and APPLE CSC INC.

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION  
15

16 VICKY MALDONADO AND JUSTIN  
17 CARTER, individually and on behalf of  
themselves and all others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE INC., APPLECARE SERVICE  
21 COMPANY, INC., and APPLE CSC INC.,

22 Defendants.  
23

Case No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc., et al.*  
Case No. 3:14-cv-01619-WHO

**DEFENDANTS APPLECARE  
SERVICE COMPANY, INC. AND  
APPLE CSC INC.'S ANSWER TO  
PLAINTIFFS' FIRST AMENDED  
COMPLAINT**

Complaint Filed: July 20, 2016  
Trial Date: December 10, 2018

1 Defendants AppleCare Service Company, Inc. and Apple CSC Inc. (“AppleCare  
2 Defendants”) hereby answer Plaintiffs Vicky Maldonado and Justin Carter’s First Amended  
3 Complaint (“FAC”). Any and all allegations not specifically admitted herein are denied. To the  
4 extent the FAC asserts conclusions of law, such conclusions of law require no response in this  
5 Answer. To the extent any response is required to headings or other unnumbered paragraphs in  
6 the FAC, AppleCare Defendants deny the factual allegations, if any, contained in such headings  
7 or unnumbered paragraphs.

8 **I. INTRODUCTION**

9 1. Responding to paragraph 1 of the FAC, AppleCare Defendants state that insofar as  
10 the allegation in paragraph 1 states conclusions of law, no response thereto is required.

11 2. Responding to paragraph 2 of the FAC, AppleCare Defendants admit that a limited  
12 warranty comes with the purchase of iPhones, iPads, and iPods. AppleCare Defendants further  
13 admit that, at certain times in the past, Apple has offered the AppleCare Protection Plan for  
14 iPhone, iPad, and iPod. AppleCare Defendants further admit that Apple offers AppleCare+ for  
15 iPhone, iPad, and iPod. To the extent paragraph 2 references or purports to summarize, interpret,  
16 or quote from any iteration of the terms and conditions for the limited warranty, AppleCare  
17 Protection Plan, or AppleCare+, the documents speak for themselves, and AppleCare Defendants  
18 deny any characterization of the documents that is inconsistent with their content. Except as  
19 otherwise stated, AppleCare Defendants deny the allegations in paragraph 2.

20 3. Responding to paragraph 3 of the FAC, AppleCare Defendants state that to the  
21 extent paragraph 3 references or purports to summarize, interpret, or quote from any iteration of  
22 the terms and conditions for the limited warranty, AppleCare Protection Plan, or AppleCare+, the  
23 documents speak for themselves, and AppleCare Defendants deny any characterization of the  
24 documents that is inconsistent with their content. AppleCare Defendants admit that there are  
25 charges associated with AppleCare Protection Plan and AppleCare+. Except as otherwise stated,  
26 AppleCare Defendants deny the allegations in paragraph 3.

27 4. Responding to paragraph 4 of the FAC, AppleCare Defendants state that to the  
28 extent paragraph 4 references or purports to summarize, interpret, or quote from any iteration of

1 the terms and conditions for the limited warranty, AppleCare Protection Plan, or AppleCare+, the  
2 documents speak for themselves, and AppleCare Defendants deny any characterization of the  
3 documents that is inconsistent with their content. Except as otherwise stated, AppleCare  
4 Defendants deny the allegations in paragraph 4.

5 5. Responding to paragraph 5 of the FAC, AppleCare Defendants state that to the  
6 extent paragraph 5 references or purports to summarize, interpret, or quote from any iteration of  
7 the terms and conditions for the limited warranty, AppleCare Protection Plan, or AppleCare+, the  
8 documents speak for themselves, and AppleCare Defendants deny any characterization of the  
9 documents that is inconsistent with their content. AppleCare Defendants further state that insofar  
10 as the allegations in paragraph 5 state conclusions of law, no response thereto is required. Except  
11 as otherwise stated, AppleCare Defendants deny the allegations in paragraph 5.

12 6. Responding to paragraph 6 of the FAC, AppleCare Defendants state that insofar as  
13 the allegations in paragraph 6 state conclusions of law, no response thereto is required. Except as  
14 otherwise stated, AppleCare Defendants deny the allegations in paragraph 6.

15 7. Responding to paragraph 7 of the FAC, AppleCare Defendants admit that  
16 Plaintiffs purport to bring this action as a class action. AppleCare Defendants deny that class  
17 treatment is appropriate or warranted. AppleCare Defendants state that the Court dismissed  
18 Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.)  
19 Plaintiffs did not file an amended complaint. As a result, the following claims are no longer  
20 asserted: Count IV for alleged violations of the California Consumers Legal Remedies Act,  
21 Count V for alleged violations of the California False Advertising Law, or Count V for alleged  
22 violations of the California Unfair Competition Law with respect to the fraudulent prong. Except  
23 as otherwise admitted or stated, AppleCare Defendants deny the allegations in paragraph 7.

## 24 **II. PARTIES**

25 8. Responding to paragraph 8 of the FAC, AppleCare Defendants admit that Plaintiff  
26 Vicky Maldonado purchased AppleCare+. AppleCare Defendants are without knowledge or  
27 information sufficient to form a belief as to the truth of the remaining allegations regarding  
28 Plaintiff Maldonado, and on that basis deny those allegations.

1           9.       Responding to paragraph 9 of the FAC, AppleCare Defendants admit that Plaintiff  
2 Justin Carter purchased AppleCare+. AppleCare Defendants are without knowledge or  
3 information sufficient to form a belief as to the truth of the remaining allegations regarding  
4 Plaintiff Carter, and on that basis deny those allegations.

5           10.       Responding to paragraph 10 of the FAC, AppleCare Defendants admit that Apple  
6 is incorporated in California and that its principal place of business is located at 1 Infinite Loop,  
7 Cupertino, California 95014.

8           11.       Responding to paragraph 11 of the FAC, AppleCare Defendants admit that  
9 AppleCare Service Company, Inc. is a wholly-owned subsidiary of Apple. AppleCare  
10 Defendants further admit that AppleCare Service Company, Inc. is incorporated in Arizona and  
11 has its principal place of business at 1 Infinite Loop, Cupertino, California 95014. AppleCare  
12 Defendants further admit that Apple CSC Inc. is a “d/b/a” for AppleCare Service Company, Inc.  
13 in Texas. AppleCare Defendants state that Apple CSC Inc. is not a separate entity from  
14 AppleCare Service Company, Inc.

15   **III. JURISDICTION AND VENUE**

16           12.       Responding to paragraph 12 of the FAC, AppleCare Defendants admit that this  
17 Court has jurisdiction pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §  
18 1332, *et seq.*, and that Plaintiffs purport to summarize, interpret, or state the contents of CAFA.  
19 AppleCare Defendants deny any characterization of CAFA that is inconsistent with its content.  
20 AppleCare Defendants deny that class treatment is appropriate or warranted. Except as otherwise  
21 admitted or stated, AppleCare Defendants deny the allegations in paragraph 12.

22           13.       Responding to paragraph 13 of the FAC, AppleCare Defendants admit that this  
23 Court has personal jurisdiction over Plaintiffs for the reasons stated. AppleCare Defendants state  
24 that insofar as the allegations in paragraph 13 state conclusions of law, no response thereto is  
25 required.

26           14.       Responding to paragraph 14 of the FAC, AppleCare Defendants admit that Apple  
27 is incorporated in California, and that its principal place of business is in California. AppleCare  
28 Defendants further admit that Apple conducts business in California. AppleCare Defendants state



1 that insofar as the allegations in paragraph 14 state conclusions of law, no response thereto is  
2 required.

3 15. Responding to paragraph 15 of the FAC, AppleCare Defendants admit that  
4 AppleCare Service Company, Inc.'s principal place of business is in California, and that it  
5 conducts business in California. AppleCare Defendants further admit that Apple CSC Inc. is a  
6 "d/b/a" for AppleCare Service Company, Inc. in Texas, which is registered with the Texas  
7 Secretary of State. AppleCare Defendants state that Apple CSC Inc. is not a separate entity from  
8 AppleCare Service Company, Inc. AppleCare Defendants state that insofar as the allegations in  
9 paragraph 15 state conclusions of law, no response thereto is required. Except as otherwise  
10 admitted or stated, AppleCare Defendants deny the allegations in paragraph 15.

11 16. Responding to paragraph 16 of the FAC, AppleCare Defendants admit that venue  
12 is proper in this Court. AppleCare Defendants state that insofar as the allegations in paragraph 16  
13 state conclusions of law, no response thereto is required. Except as otherwise stated, AppleCare  
14 Defendants deny the allegations in paragraph 16.

15 17. Responding to paragraph 17 of the FAC, AppleCare Defendants state that  
16 decisions regarding the terms and conditions for AppleCare Protection Plan and AppleCare+ are  
17 made by Apple. AppleCare Defendants are without knowledge or information sufficient to form  
18 a belief as to the truth of the remaining allegations, and on that basis deny those allegations.

19 18. Responding to paragraph 18 of the FAC, AppleCare Defendants state that  
20 decisions regarding the marketing of AppleCare Protection Plan and AppleCare+ are made by  
21 Apple. AppleCare Defendants are without knowledge or information sufficient to form a belief  
22 as to the truth of the remaining allegations, and on that basis deny those allegations.

23 19. Responding to paragraph 19 of the FAC, AppleCare Defendants state that certain  
24 policies and procedures regarding AppleCare Protection Plan and AppleCare+ are developed by  
25 Apple. AppleCare Defendants are without knowledge or information sufficient to form a belief  
26 as to the truth of the remaining allegations, and on that basis deny those allegations.

#### IV. CHOICE OF LAW

1  
2           20.     Responding to paragraph 20 of the FAC, AppleCare Defendants state that to the  
3 extent paragraph 20 references or purports to summarize, interpret, or quote from any iteration of  
4 the AppleCare Protection Plan or AppleCare+ terms and conditions, those documents speak for  
5 themselves, and AppleCare Defendants deny any characterization of the documents that is  
6 inconsistent with their content. AppleCare Defendants further state that insofar as the allegations  
7 in paragraph 20 state conclusions of law, no response thereto is required. Except as otherwise  
8 stated, AppleCare Defendants deny the allegations in paragraph 20.

9           21.     Responding to paragraph 21 of the FAC, AppleCare Defendants state that certain  
10 policies and procedures regarding AppleCare Protection Plan and AppleCare+ were developed by  
11 Apple. AppleCare Defendants are without knowledge or information sufficient to form a belief  
12 as to the truth of the remaining allegations, and on that basis deny those allegations.

#### V. FACTS

##### A.     **Apple Products**

14  
15           22.     Responding to paragraph 22 of the FAC, AppleCare Defendants admit that Apple  
16 designs, manufactures, and markets mobile communication and media devices, personal  
17 computers, and portable digital music players throughout the United States. AppleCare  
18 Defendants further admit that Apple sells related software, services, accessories, networking  
19 solutions, and third-party digital content and applications. AppleCare Defendants further admit  
20 that Apple's products and services include the iPhone, iPod, iPad, Mac, Apple Watch, Apple TV,  
21 iCloud, and Apple Pay. AppleCare Defendants further admit that Apple also offers iOS, OS X,  
22 and watchOS operating systems. Except as otherwise stated, AppleCare Defendants deny the  
23 allegations in paragraph 22.

24           23.     Responding to paragraph 23 of the FAC, AppleCare Defendants admit Apple  
25 designs, develops, and markets iPhone smartphones, which run on the iOS mobile operating  
26 system. AppleCare Defendants further admit that Apple released the first-generation iPhone in  
27 June 2007. AppleCare Defendants further admit Apple released the iPhone 7 and iPhone 7 Plus  
28 in September 2016. AppleCare Defendants further admit that the iPhone's features (available on

1 qualifying models) include voice-activated Siri, Apple Pay, Touch ID, and 3D Touch. AppleCare  
2 Defendants further admit that the iPhone is compatible with Apple Mac computers and Windows  
3 personal computers, and that content available from the iTunes Store, App Store, and iBooks  
4 Store may be purchased from and displayed on the iPhone. Except as otherwise admitted,  
5 AppleCare Defendants deny the allegations in paragraph 23.

6 24. Responding to paragraph 24 of the FAC, AppleCare Defendants admit Apple  
7 designs, develops, and markets iPad tablet computers, which run on the iOS mobile operating  
8 system. AppleCare Defendants further admit that Apple designs, develops, and markets multiple  
9 iPad models, including the iPad Mini, iPad Air, and iPad Pro. AppleCare Defendants further  
10 admit that the iPad Pro was released in September 2015, and includes a 12.9 inch screen with  
11 Retina display. AppleCare Defendants further admit that the iPad's features (available on  
12 qualifying models) include voice-activated Siri and Touch ID, and that the iPad is compatible  
13 with Apple Mac computers and Windows personal computers. AppleCare Defendants further  
14 admit that the content available from the iTunes Store, App Store, and iBooks Store may be  
15 purchased from and displayed on the iPad. Except as otherwise admitted, AppleCare Defendants  
16 deny the allegations in paragraph 24.

17 25. Responding to paragraph 25 of the FAC, AppleCare Defendants admit Apple  
18 designs, develops, and markets the iPod, a portable digital music and media player. AppleCare  
19 Defendants further admit that Apple released the first generation iPod on October 23, 2001, and  
20 that Apple has released several iPod models, including the iPod Classic, iPod Mini, iPod Shuffle,  
21 iPod Nano, and iPod Touch. AppleCare Defendants further admit that Apple currently markets  
22 the iPod Shuffle, iPod Nano, and iPod Touch for sale. AppleCare Defendants further admit that  
23 AppleCare Protection Plan extends hardware repair coverage and telephone technical support for  
24 two years from the date of purchase of the covered product. AppleCare Defendants further admit  
25 that, in addition to the services offered by AppleCare Protection Plan, AppleCare+ offers  
26 coverage for up to two incidents of accidental damage. Except as otherwise admitted, AppleCare  
27 Defendants deny the allegations in paragraph 25.

28

1           26.     Responding to paragraph 26 of the FAC, AppleCare Defendants state that  
2 AppleCare Protection Plan was launched in 2009 and AppleCare+ was launched in 2011.  
3 AppleCare Defendants admit that AppleCare Protection Plan and AppleCare+ are available for  
4 purchase through the Apple Online Store, Apple retail stores, and certain Apple-authorized  
5 resellers and wireless service providers. AppleCare Defendants further admit that AppleCare  
6 Service Company, Inc. is a wholly-owned subsidiary of Apple. AppleCare Defendants further  
7 admit that AppleCare Protection Plan and AppleCare+ may be purchased simultaneously with the  
8 Apple product it covers, or within a set period of time after the purchase of the Apple product it  
9 covers. Except as otherwise stated or admitted, AppleCare Defendants deny the allegations in  
10 paragraph 26.

11           27.     Responding to paragraph 27 of the FAC, AppleCare Defendants admit that, under  
12 the iPhone Upgrade Program, customers make monthly payments that spread the cost of an  
13 iPhone and AppleCare+ over twenty-four (24) months. AppleCare Defendants further state that a  
14 customer who purchases the iPhone Upgrade Program and has made at least twelve (12)  
15 payments is entitled to upgrade to a new iPhone after six months. Except as otherwise stated or  
16 admitted, AppleCare Defendants deny the allegations in paragraph 27.

17 **B.     Apple's Limited Warranty**

18           28.     Responding to paragraph 28 of the FAC, AppleCare Defendants admit that Apple  
19 iPhones, iPods, and iPads come with a one-year limited warranty. AppleCare Defendants state  
20 that to the extent paragraph 28 references or purports to summarize, interpret, or quote from any  
21 iteration of the terms and conditions of any limited warranty, the documents speak for  
22 themselves, and AppleCare Defendants deny any characterization of the document that is  
23 inconsistent with their content. Except as otherwise admitted or stated, AppleCare Defendants  
24 deny the allegations in paragraph 28.

25           29.     Responding to paragraph 29 of the FAC, AppleCare Defendants state that to the  
26 extent paragraph 29 references or purports to quote from any iteration of the terms and conditions  
27 of any limited warranty, the documents speak for themselves, and AppleCare Defendants deny  
28

1 any characterization of the document that is inconsistent with their content. Except as otherwise  
2 stated, AppleCare Defendants deny the allegations in paragraph 29.

3 30. Responding to paragraph 30 of the FAC, AppleCare Defendants state that to the  
4 extent paragraph 30 references or purports to summarize, interpret, or quote from any iteration of  
5 the terms and conditions of any limited warranty, the documents speak for themselves, and  
6 AppleCare Defendants deny any characterization of the document that is inconsistent with their  
7 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 30.

8 31. Responding to paragraph 31 of the FAC, AppleCare Defendants state that to the  
9 extent paragraph 30 references or purports to summarize, interpret, or quote from any iteration of  
10 the terms and conditions of any limited warranty, the documents speak for themselves, and  
11 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
12 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 31.

13 32. Responding to paragraph 32 of the FAC, AppleCare Defendants admit that  
14 Plaintiffs purport to place at issue the “precision” of the language of the terms of conditions of the  
15 one-year limited warranty that comes with Apple iPhones, iPods, and iPads. Except as otherwise  
16 stated, AppleCare Defendants deny the allegations in paragraph 32.

17 **C. AppleCare Promises to Replace with New or Equivalent to New Devices**

18 33. Responding to paragraph 33 of the FAC, AppleCare Defendants admit that  
19 AppleCare Protection Plan extends hardware repair coverage and telephone technical support for  
20 two years from the date of purchase of the covered product. Except as otherwise stated or  
21 admitted, AppleCare Defendants deny the allegations in paragraph 33.

22 34. Responding to paragraph 34 of the FAC, AppleCare Defendants admit AppleCare  
23 Protection Plan for iPhone was available for purchase beginning in 2009 and ending in 2011.  
24 AppleCare Defendants admit AppleCare Protection Plan for iPad was available for purchase  
25 beginning in 2010 and ending in 2011. AppleCare Defendants admit AppleCare Protection Plan  
26 for iPod was available for purchase beginning in 2009 and ending in 2013. Except as otherwise  
27 stated or admitted, AppleCare Defendants deny the allegations in paragraph 34.

1           35.     Responding to paragraph 35 of the FAC, AppleCare Defendants admit AppleCare  
2 Protection Plan for iPhones was available for purchase beginning in 2009 and ending in 2011.  
3 AppleCare Defendants admit AppleCare Protection Plan for iPads was available for purchase  
4 beginning in 2010 and ending in 2011. AppleCare Defendants admit AppleCare Protection Plan  
5 for iPods was available for purchase beginning in 2009 and ending in 2013. Except as otherwise  
6 stated or admitted, AppleCare Defendants deny the allegations in paragraph 35.

7           36.     Responding to paragraph 36 of the FAC, AppleCare Defendants admit that, when  
8 it was available, AppleCare Protection Plan for iPhone, iPad, or iPod could only be purchased  
9 within one year of purchase of the device. Except as otherwise stated or admitted, AppleCare  
10 Defendants deny the allegations in paragraph 36.

11           37.     Responding to paragraph 37 of the FAC, AppleCare Defendants admit that a  
12 customer who purchases the AppleCare Protection Plan enters into a service contract with  
13 AppleCare Service Company, Inc. AppleCare Defendants further admit that AppleCare Service  
14 Company, Inc. is a wholly-owned subsidiary of Apple. AppleCare Defendants further admit that  
15 Apple is the administrator of the AppleCare Protection Plan. Except as otherwise stated or  
16 admitted, AppleCare Defendants deny the allegations in paragraph 37.

17           38.     Responding to paragraph 38 of the FAC, AppleCare Defendants state that to the  
18 extent paragraph 38 references or purports to summarize, interpret, or quote from any iteration of  
19 the AppleCare Protection Plan terms and conditions, the documents speaks for themselves, and  
20 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
21 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 38.

22           39.     Responding to paragraph 39 of the FAC, AppleCare Defendants state that to the  
23 extent paragraph 39 references or purports to summarize, interpret, or quote from any iteration of  
24 the AppleCare Protection Plan terms and conditions, the documents speaks for themselves, and  
25 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
26 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 39.

27           40.     Responding to paragraph 40 of the FAC, AppleCare Defendants state that to the  
28 extent paragraph 40 references or purports to summarize from any iteration of the AppleCare

1 Protection Plan terms and conditions, the documents speaks for themselves, and AppleCare  
2 Defendants deny any characterization of the documents that is inconsistent with their content.  
3 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 40.

4 41. Responding to paragraph 41 of the FAC, AppleCare Defendants state that to the  
5 extent paragraph 41 references or purports to summarize, interpret, or quote from any iteration of  
6 the AppleCare Protection Plan terms and conditions, the documents speaks for themselves, and  
7 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
8 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 41.

9 42. Responding to paragraph 42 of the FAC, AppleCare Defendants state that to the  
10 extent paragraph 42 references or purports to summarize, interpret, or quote from any iteration of  
11 the AppleCare Protection Plan terms and conditions, the documents speaks for themselves, and  
12 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
13 content. AppleCare Defendants state that insofar as the allegations in paragraph 42 state  
14 conclusions of law, no response thereto is required. Except as otherwise stated, AppleCare  
15 Defendants deny the allegations in paragraph 42.

16 43. Responding to paragraph 43 of the FAC, AppleCare Defendants state that to the  
17 extent paragraph 43 references or purports to summarize, interpret, or quote from any iteration of  
18 the AppleCare Protection Plan terms and conditions, the documents speaks for themselves, and  
19 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
20 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 43.

21 44. Responding to paragraph 44 of the FAC, AppleCare Defendants state that to the  
22 extent paragraph 44 references or purports to summarize, interpret, or quote from any iteration of  
23 the AppleCare Protection Plan terms and conditions, the documents speaks for themselves, and  
24 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
25 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 44.

26 45. Responding to paragraph 45 of the FAC, AppleCare Defendants admit that, when  
27 it was available for the following devices, AppleCare Protection Plan for iPhone cost \$69,  
28 AppleCare Protection Plan for iPad cost \$99, AppleCare Protection Plan for iPod Touch and iPod

1 Classic cost \$59, and AppleCare Protection Plan for iPod Nano and iPod Shuffle cost \$39.

2 Except as otherwise admitted, AppleCare Defendants deny the allegations in paragraph 45.

3 **A. AppleCare+ Promises to Replace or Repair with New or Equivalent to New Devices**

4 46. Responding to paragraph 46 of the FAC, AppleCare Defendants admit that Apple  
5 launched AppleCare+ for iPhone in October 2011. Except as otherwise stated or admitted,  
6 AppleCare Defendants deny the allegation in paragraph 46.

7 47. Responding to paragraph 47 of the FAC, AppleCare Defendants admit that from  
8 2012 to the present, AppleCare+ has been the only service plan customers can purchase from  
9 Apple that covers iPhone and iPad. AppleCare Defendants further admit that AppleCare+ for  
10 iPods became available in September 2013. Except as otherwise stated or admitted, AppleCare  
11 Defendants deny the allegation in paragraph 47.

12 48. Responding to paragraph 48 of the FAC, AppleCare Defendants admit that  
13 AppleCare+ previously could only be purchased within thirty (30) days of the date of purchase of  
14 the covered product. AppleCare Defendants further admit that AppleCare+ currently must be  
15 purchased within sixty (60) days of the purchase of the covered product. Except as otherwise  
16 stated or admitted, AppleCare Defendants deny the allegations in paragraph 48.

17 49. Responding to paragraph 49 of the FAC, AppleCare Defendants admit that  
18 AppleCare+ extends hardware repair coverage and telephone technical support for two years from  
19 the date of purchase of the covered product, and also offers coverage for up to two incidents of  
20 accidental damage. Except as otherwise stated, AppleCare Defendants deny the allegations in  
21 paragraph 49.

22 50. Responding to paragraph 50 of the FAC, AppleCare Defendants admit that a  
23 customer who purchases AppleCare+ enters into a service contract with AppleCare Service  
24 Company, Inc. AppleCare Defendants further admit that AppleCare Service Company, Inc. is a  
25 wholly-owned subsidiary of Apple. AppleCare Defendants further admit that Apple is the  
26 administrator of AppleCare+. Except as otherwise stated or admitted, AppleCare Defendants  
27 deny the allegations in paragraph 50.



1           51.     Responding to paragraph 51 of the FAC, AppleCare Defendants admit that from  
2 2012 to September 2013, AppleCare+ did not cover any products other than iPhone and iPad.  
3 AppleCare Defendants further admit that AppleCare+ for iPods became available in September  
4 2013. Except as otherwise stated or admitted, AppleCare Defendants deny the allegation in  
5 paragraph 51.

6           52.     Responding to paragraph 52 of the FAC, AppleCare Defendants state that to the  
7 extent paragraph 52 references or purports to summarize, interpret, or quote from any iteration of  
8 the AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare  
9 Defendants deny any characterization of the documents that is inconsistent with their content.  
10 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 52.

11           53.     Responding to paragraph 53 of the FAC, AppleCare Defendants state that to the  
12 extent paragraph 53 references or purports to summarize, interpret, or quote from any iteration of  
13 the AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare  
14 Defendants deny any characterization of the documents that is inconsistent with their content.  
15 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 53.

16           54.     Responding to paragraph 54 of the FAC, AppleCare Defendants admit that until  
17 September 10, 2013, a customer making a claim under the accidental damage provision of  
18 AppleCare+ for iPhone or iPad could repair or replace their covered product subject to a \$49  
19 service fee. Except as otherwise stated, AppleCare Defendants deny the allegations in  
20 paragraph 54.

21           55.     Paragraph 55 of the FAC has no content, and does not require a response.

22           56.     Responding to paragraph 56 of the FAC, AppleCare Defendants state that to the  
23 extent paragraph 56 references or purports to summarize from any iteration of the AppleCare+  
24 terms and conditions, the documents speak for themselves, and AppleCare Defendants deny any  
25 characterization of the documents that is inconsistent with their content. Except as otherwise  
26 stated, AppleCare Defendants deny the allegations in paragraph 56.

27           57.     Responding to paragraph 57 of the FAC, AppleCare Defendants state that to the  
28 extent paragraph 57 references or purports to summarize, interpret, or quote from any iteration of

1 the AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare  
2 Defendants deny any characterization of the documents that is inconsistent with their content.  
3 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 57.

4 58. Responding to paragraph 58 of the FAC, AppleCare Defendants state that to the  
5 extent paragraph 58 references or purports to summarize, interpret, or quote from any iteration of  
6 the AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare  
7 Defendants deny any characterization of the documents that is inconsistent with their content.  
8 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 58.

9 59. Responding to paragraph 59 of the FAC, AppleCare Defendants admit that in  
10 September 2013, AppleCare+ for iPod became available. Except as otherwise admitted,  
11 AppleCare Defendants deny the allegations in paragraph 59.

12 60. Responding to paragraph 60 of the FAC, AppleCare Defendants state that to the  
13 extent paragraph 60 references or purports to summarize from any iteration of the AppleCare+  
14 terms and conditions, the documents speak for themselves, and AppleCare Defendants deny any  
15 characterization of the documents that is inconsistent with their content. Except as otherwise  
16 stated or admitted, AppleCare Defendants deny the allegations in paragraph 60.

17 61. Responding to paragraph 61 of the FAC, AppleCare Defendants state that to the  
18 extent paragraph 61 references or purports to summarize, interpret, or quote from any iteration of  
19 the AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare  
20 Defendants deny any characterization of the documents that is inconsistent with their content.  
21 Except as otherwise stated or admitted, AppleCare Defendants deny the allegations in  
22 paragraph 61.

23 62. Responding to paragraph 62 of the FAC, AppleCare Defendants state that to the  
24 extent paragraph 62 references or purports to summarize, interpret, or quote from any iteration of  
25 the AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare  
26 Defendants deny any characterization of the documents that is inconsistent with their content.  
27 Except as otherwise stated or admitted, AppleCare Defendants deny the allegations in  
28 paragraph 62.

1           63.     Responding to paragraph 63 of the FAC, AppleCare Defendants state that to the  
2 extent paragraph 63 references or purports to summarize, interpret, or quote from any iteration of  
3 the AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare  
4 Defendants deny any characterization of the documents that is inconsistent with their content.  
5 Except as otherwise stated or admitted, AppleCare Defendants deny the allegations in  
6 paragraph 63.

7           64.     Responding to paragraph 64 of the FAC, AppleCare Defendants state that a  
8 customer making a claim under the accidental damage provision of AppleCare+ for iPhone, iPad,  
9 or iPod could repair or replace their covered product subject to a service fee that ranged from \$29  
10 to \$99. Except as otherwise stated or admitted, AppleCare Defendants deny the allegations in  
11 paragraph 64.

12           65.     Responding to paragraph 65 of the FAC, AppleCare Defendants state that to the  
13 extent paragraph 65 references or purports to summarize from any iteration of the AppleCare+  
14 terms and conditions, the documents speak for themselves, and AppleCare Defendants deny any  
15 characterization of the documents that is inconsistent with their content. Except as otherwise  
16 stated or admitted, AppleCare Defendants deny the allegations in paragraph 65.

17           66.     Responding to paragraph 66 of the FAC, AppleCare Defendants admit that  
18 AppleCare+ currently costs \$129 for current iPhones, excluding the iPhone SE; \$99 for all other  
19 iPhones and all iPads; and \$59 for all iPods, which includes the iPod Classic and iPod Touch.  
20 AppleCare Defendants further admit that AppleCare+ is included with Apple's iPhone Upgrade  
21 Program. Except as otherwise stated or admitted, AppleCare Defendants deny the allegations in  
22 paragraph 66.

23 **B.     Replacement Devices**

24           67.     Responding to paragraph 67 of the FAC, AppleCare Defendants state that to the  
25 extent paragraph 67 references or purports to summarize from any iteration of the AppleCare+ or  
26 AppleCare Protection Plan terms and conditions, the documents speak for themselves, and  
27 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
28 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 67.

1           68.     Responding to paragraph 68 of the FAC, AppleCare Defendants state that to the  
2 extent paragraph 67 references or purports to summarize from any iteration of the AppleCare+ or  
3 AppleCare Protection Plan terms and conditions, the documents speak for themselves, and  
4 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
5 content. Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 68.

6           69.     Responding to paragraph 69 of the FAC, AppleCare Defendants state that  
7 replacement devices provided under AppleCare Protection Plan or AppleCare+ are shipped in  
8 plain, unbranded boxes. Except as otherwise stated, AppleCare Defendants deny the allegations  
9 in paragraph 69.

10          70.     Responding to paragraph 70 of the FAC, AppleCare Defendants admit that some  
11 replacement devices provided under the AppleCare Protection Plan or AppleCare+ are new.  
12 Except as otherwise admitted, AppleCare Defendants deny the allegations in paragraph 70.

13          71.     Responding to paragraph 71 of the FAC, AppleCare Defendants state that  
14 replacement devices provided under AppleCare Protection Plan or AppleCare+ are shipped in  
15 plain, unbranded boxes. Except as otherwise stated, AppleCare Defendants deny the allegations  
16 in paragraph 71.

17          72.     Responding to paragraph 72 of the FAC, AppleCare Defendants state that  
18 replacement devices provided under AppleCare Protection Plan or AppleCare+ are shipped in  
19 plain, unbranded boxes. AppleCare Defendants state that a customer making a claim under the  
20 accidental damage provision of AppleCare+ for iPhone, iPad, or iPod could repair or replace their  
21 covered product subject to a service fee. Except as otherwise stated or admitted, AppleCare  
22 Defendants deny the allegations in paragraph 72.

23          73.     Responding to paragraph 73 of the FAC, AppleCare Defendants state that the  
24 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
25 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
26 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
27 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
28

1 California False Advertising Law, or Count V for alleged violations of the California Unfair  
2 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
3 AppleCare Defendants state that to the extent paragraph 73 references or purports to summarize,  
4 interpret, or quote from any iteration of the AppleCare+ or AppleCare Protection Plan terms and  
5 conditions, the documents speak for themselves, and AppleCare Defendants deny any  
6 characterization of the documents that is inconsistent with their content. Except as otherwise  
7 stated, AppleCare Defendants deny the allegations in paragraph 73.

8 74. Responding to paragraph 74 of the FAC, AppleCare Defendants state that to the  
9 extent paragraph 74 references or purports to summarize, interpret, or quote from any iteration of  
10 the AppleCare+ or AppleCare Protection Plan terms and conditions, the documents speak for  
11 themselves, and AppleCare Defendants deny any characterization of the documents that is  
12 inconsistent with their content. Except as otherwise stated, AppleCare Defendants deny the  
13 allegations in paragraph 74.

14 75. Responding to paragraph 75 of the FAC, AppleCare Defendants state that to the  
15 extent paragraph 75 references or purports to summarize, interpret, or quote from any iteration of  
16 the AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare  
17 Defendants deny any characterization of the documents that is inconsistent with their content.  
18 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 75.

19 76. AppleCare Defendants deny the allegations in paragraph 76 of the FAC.

20 77. Responding to paragraph 77 of the FAC, AppleCare Defendants state that the  
21 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
22 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
23 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
24 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
25 California False Advertising Law, or Count V for alleged violations of the California Unfair  
26 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
27 AppleCare Defendants deny the allegations in paragraph 77.  
28

1 **C. Refurbished, Remanufactured, or Used Parts Are Not New or Equivalent to New in**  
2 **Performance and Reliability**

3 78. Responding to paragraph 78 of the FAC, AppleCare Defendants state that insofar  
4 as the allegations in paragraph 78 state conclusions of law, no response thereto is required.

5 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 78.

6 79. AppleCare Defendants deny the allegations in paragraph 79 of the FAC.

7 80. AppleCare Defendants deny the allegations in paragraph 80 of the FAC.

8 81. AppleCare Defendants deny the allegations in paragraph 81 of the FAC.

9 82. AppleCare Defendants deny the allegations in paragraph 82 of the FAC.

10 83. Responding to paragraph 83 of the FAC, AppleCare Defendants state that insofar  
11 as the allegations in paragraph 83 state conclusions of law, no response thereto is required.

12 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 83.

13 84. Responding to paragraph 84 of the FAC, AppleCare Defendants state that insofar  
14 as the allegations in paragraph 84 state conclusions of law, no response thereto is required.

15 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 84.

16 **D. Plaintiffs**

17 85. Responding to paragraph 85 of the FAC, AppleCare Defendants state that they are  
18 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
19 paragraph 85, and on that basis deny the allegations in paragraph 85.

20 86. Responding to paragraph 86 of the FAC, AppleCare Defendants state that Plaintiff  
21 Maldonado purchased AppleCare+ for iPad from the First Colony Mall Apple Store in Sugarland,  
22 Texas, on September 9, 2013. AppleCare Defendants state that they are without knowledge or  
23 information sufficient to form a belief as to the truth of the remaining allegations, and on that  
24 basis deny the remaining allegations in paragraph 86.

25 87. Responding to paragraph 87 of the FAC, AppleCare Defendants state that they are  
26 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
27 paragraph 87, and on that basis deny the allegations in paragraph 87.

1           88.     Responding to paragraph 88 of the FAC, AppleCare Defendants state that they are  
2 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
3 paragraph 88, and on that basis deny the allegations in paragraph 88.

4           89.     Responding to paragraph 89 of the FAC, AppleCare Defendants state that they are  
5 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
6 paragraph 89, and on that basis deny the allegations in paragraph 89.

7           90.     Paragraph 90 of the FAC has no content, and does not require a response.

8           91.     Responding to paragraph 91 of the FAC, AppleCare Defendants state that they are  
9 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
10 paragraph 91, and on that basis deny the allegations in paragraph 91.

11          92.     Responding to paragraph 92 of the FAC, AppleCare Defendants state that they are  
12 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
13 paragraph 92, and on that basis deny the allegations in paragraph 92.

14          93.     Responding to paragraph 93 of the FAC, AppleCare Defendants state that they are  
15 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
16 paragraph 93, and on that basis deny the allegations in paragraph 93.

17          94.     Responding to paragraph 94 of the FAC, AppleCare Defendants state that they are  
18 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
19 paragraph 94, and on that basis deny the allegations in paragraph 94.

20          95.     Responding to paragraph 95 of the FAC, AppleCare Defendants state that they are  
21 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
22 paragraph 95, and on that basis deny the allegations in paragraph 95.

23          96.     Responding to paragraph 96 of the FAC, AppleCare Defendants state that they are  
24 without knowledge or information sufficient to form a belief as to the truth of the allegations in  
25 paragraph 96, and on that basis deny the allegations in paragraph 96.

26          97.     Responding to paragraph 97 of the FAC, AppleCare Defendants state that the  
27 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
28 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this

1 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
2 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
3 California False Advertising Law, or Count V for alleged violations of the California Unfair  
4 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
5 AppleCare Defendants deny the allegations in paragraph 97.

6 98. Responding to paragraph 98 of the FAC, AppleCare Defendants state that the  
7 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
8 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
9 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
10 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
11 California False Advertising Law, or Count V for alleged violations of the California Unfair  
12 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
13 AppleCare Defendants deny the allegations in paragraph 98.

14 99. Responding to paragraph 99 of the FAC, AppleCare Defendants state that the  
15 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
16 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
17 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
18 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
19 California False Advertising Law, or Count V for alleged violations of the California Unfair  
20 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
21 AppleCare Defendants deny the allegations in paragraph 99.

22 100. Responding to paragraph 100 of the FAC, AppleCare Defendants state that they  
23 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
24 in paragraph 100, and on that basis deny the allegations in paragraph 100.

25 101. Responding to paragraph 101 of the FAC, AppleCare Defendants state that  
26 Plaintiff Carter purchased AppleCare+ for iPhone 6 Plus from the St. Johns Apple Store in  
27 Jacksonville, Florida, on April 16, 2015. AppleCare Defendants state that they are without  
28



1 knowledge or information sufficient to form a belief as to the truth of the remaining allegations,  
2 and on that basis deny the remaining allegations in paragraph 101.

3 102. Responding to paragraph 102 of the FAC, AppleCare Defendants state that they  
4 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
5 in paragraph 102, and on that basis deny the allegations in paragraph 102.

6 103. Responding to paragraph 103 of the FAC, AppleCare Defendants state that they  
7 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
8 in paragraph 103, and on that basis deny the allegations in paragraph 103.

9 104. Responding to paragraph 104 of the FAC, AppleCare Defendants state that they  
10 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
11 in paragraph 104, and on that basis deny the allegations in paragraph 104.

12 105. Responding to paragraph 105 of the FAC, AppleCare Defendants state that they  
13 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
14 in paragraph 105, and on that basis deny the allegations in paragraph 105.

15 106. Responding to paragraph 106 of the FAC, AppleCare Defendants state that they  
16 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
17 in paragraph 106, and on that basis deny the allegations in paragraph 106.

18 107. Responding to paragraph 107 of the FAC, AppleCare Defendants state that they  
19 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
20 in paragraph 107, and on that basis deny the allegations in paragraph 107.

21 108. Responding to paragraph 108 of the FAC, AppleCare Defendants state that they  
22 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
23 in paragraph 108, and on that basis deny the allegations in paragraph 108.

24 109. Responding to paragraph 109 of the FAC, AppleCare Defendants state that they  
25 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
26 in paragraph 109, and on that basis deny the allegations in paragraph 109.

1           110. Responding to paragraph 110 of the FAC, AppleCare Defendants state that they  
2 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
3 in paragraph 110, and on that basis deny the allegations in paragraph 110.

4           111. Responding to paragraph 111 of the FAC, AppleCare Defendants state that they  
5 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
6 in paragraph 111, and on that basis deny the allegations in paragraph 111.

7           112. Responding to paragraph 112 of the FAC, AppleCare Defendants state that they  
8 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
9 in paragraph 112, and on that basis deny the allegations in paragraph 112.

10           113. Responding to paragraph 113 of the FAC, AppleCare Defendants state that they  
11 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
12 in paragraph 113, and on that basis deny the allegations in paragraph 113.

13           114. Responding to paragraph 114 of the FAC, AppleCare Defendants state that they  
14 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
15 in paragraph 114, and on that basis deny the allegations in paragraph 114.

16           115. Responding to paragraph 115 of the FAC, AppleCare Defendants state that they  
17 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
18 in paragraph 115, and on that basis deny the allegations in paragraph 115.

19           116. Responding to paragraph 116 of the FAC, AppleCare Defendants state that they  
20 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
21 in paragraph 116, and on that basis deny the allegations in paragraph 116.

22           117. Responding to paragraph 117 of the FAC, AppleCare Defendants state that they  
23 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
24 in paragraph 117, and on that basis deny the allegations in paragraph 117.

25           118. Responding to paragraph 118 of the FAC, AppleCare Defendants state that they  
26 are without knowledge or information sufficient to form a belief as to the truth of the allegations  
27 in paragraph 118, and on that basis deny the allegations in paragraph 118.

28

1 119. Responding to paragraph 119 of the FAC, AppleCare Defendants state that the  
 2 Court dismissed Plaintiffs’ fraud-based claims in its March 2, 2017 order with leave to amend.  
 3 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
 4 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
 5 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
 6 California False Advertising Law, or Count V for alleged violations of the California Unfair  
 7 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
 8 AppleCare Defendants deny the allegations in paragraph 119.

9 120. Responding to paragraph 120 of the FAC, AppleCare Defendants state that the  
 10 Court dismissed Plaintiffs’ fraud-based claims in its March 2, 2017 order with leave to amend.  
 11 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
 12 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
 13 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
 14 California False Advertising Law, or Count V for alleged violations of the California Unfair  
 15 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
 16 AppleCare Defendants deny the allegations in paragraph 120.

17 121. Responding to paragraph 121 of the FAC, AppleCare Defendants state that the  
 18 Court dismissed Plaintiffs’ fraud-based claims in its March 2, 2017 order with leave to amend.  
 19 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
 20 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
 21 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
 22 California False Advertising Law, or Count V for alleged violations of the California Unfair  
 23 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
 24 AppleCare Defendants deny the allegations in paragraph 121.

25 **VI. CLASS ACTION ALLEGATIONS**

26 122. Responding to paragraph 122 of the FAC, AppleCare Defendants admit that  
 27 Plaintiffs purport to bring a class action against AppleCare Defendants and seek to represent a  
 28

1 purported class as stated. AppleCare Defendants deny that class treatment is appropriate. Except  
2 as otherwise stated, AppleCare Defendants deny the allegations in paragraph 122.

3 123. Responding to paragraph 123 of the FAC, AppleCare Defendants admit that  
4 Plaintiffs purport to bring a class action against AppleCare Defendants and seek to represent a  
5 purported class, excluding the persons stated. AppleCare Defendants deny that class treatment is  
6 appropriate. Insofar as the allegations in paragraph 123 state conclusions of law, no response  
7 thereto is required. Except as otherwise stated, AppleCare Defendants deny the allegations in  
8 paragraph 123.

9 124. Responding to paragraph 124 of the FAC, AppleCare Defendants admit that on  
10 July 27, 2016, Apple announced that it had sold one billion iPhones. AppleCare Defendants  
11 admit that Plaintiffs purport to bring a class action against AppleCare Defendants. AppleCare  
12 Defendants deny that class treatment is appropriate. Insofar as the allegations in paragraph 124  
13 state conclusions of law, no response thereto is required. Except as otherwise stated, AppleCare  
14 Defendants deny the allegations in paragraph 124.

15 125. Responding to paragraph 125 (including subparagraphs 125a through 125l) of the  
16 FAC, AppleCare Defendants admit that Plaintiffs purport to bring a class action against  
17 AppleCare Defendants. AppleCare Defendants deny that class treatment is appropriate. Insofar  
18 as the allegations in paragraph 125 state conclusions of law, no response thereto is required.  
19 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 125.

20 126. Responding to paragraph 126 of the FAC, AppleCare Defendants admit that  
21 Plaintiffs purport to bring a class action against AppleCare Defendants. AppleCare Defendants  
22 deny that class treatment is appropriate. Insofar as the allegations in paragraph 126 state  
23 conclusions of law, no response thereto is required. Except as otherwise stated, AppleCare  
24 Defendants deny the allegations in paragraph 126.

25 127. Responding to paragraph 127 of the FAC, AppleCare Defendants admit that  
26 Plaintiffs purport to bring a class action against AppleCare Defendants. AppleCare Defendants  
27 deny that class treatment is appropriate. Insofar as the allegations in paragraph 127 state  
28 conclusions of law, no response thereto is required. With respect to the adequacy of Plaintiffs'

1 counsel Renee F. Kennedy, AppleCare Defendants deny the allegations. AppleCare Defendants  
2 are without knowledge or information sufficient to form a basis as to the truth of the allegations  
3 regarding adequacy of Plaintiffs or Plaintiffs' counsel Hagens Berman Sobol Shapiro LLP, and  
4 on that basis deny those allegations. Except as otherwise stated, AppleCare Defendants deny the  
5 allegations in paragraph 127.

6 128. Responding to paragraph 128 of the FAC, AppleCare Defendants admit that  
7 Plaintiffs purport to bring a class action against AppleCare Defendants. AppleCare Defendants  
8 deny that class treatment is appropriate, and deny that Plaintiffs or the members of the purported  
9 class have been injured or damaged in any way and further deny that Plaintiffs or the members of  
10 the purported class are entitled to relief of any kind. Insofar as the allegations in paragraph 128  
11 state conclusions of law, no response thereto is required. Except as otherwise stated, AppleCare  
12 Defendants deny the allegations in paragraph 128.

13 129. Responding to paragraph 129 of the FAC, AppleCare Defendants admit that  
14 Plaintiffs purport to bring a class action against AppleCare Defendants. AppleCare Defendants  
15 deny that class treatment is appropriate. Insofar as the allegations in paragraph 129 state  
16 conclusions of law, no response thereto is required. Except as otherwise stated, AppleCare  
17 Defendants deny the allegations in paragraph 129.

## 18 VII. COUNTS

### 19 COUNT I 20 BREACH OF CONTRACT 21 (Against Defendant AppleCare Services)

22 130. Responding to paragraph 130 of the FAC, AppleCare Defendants reallege and  
23 incorporate by reference each and every preceding paragraph of this Answer as if fully set forth  
24 herein.

25 131. Responding to paragraph 131, AppleCare Defendants admit that a customer who  
26 purchases AppleCare Protection Plan or AppleCare+ enters into a service contract with  
27 AppleCare Service Company, Inc. AppleCare Defendants further state that insofar as the  
28 allegations in paragraph 131 state conclusions of law, no response thereto is required.

1           132. Responding to paragraph 132, AppleCare Defendants admit that a customer who  
2 purchases AppleCare Protection Plan or AppleCare+ enters into a service contract with  
3 AppleCare Service Company, Inc. AppleCare Defendants further state that insofar as the  
4 allegations in paragraph 132 state conclusions of law, no response thereto is required.

5           133. Responding to paragraph 133, AppleCare Defendants state that to the extent  
6 paragraph 133 references or purports to summarize from any iteration of the AppleCare  
7 Protection Plan or AppleCare+ terms and conditions, the documents speak for themselves, and  
8 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
9 content. AppleCare Defendants deny the remaining allegations in paragraph 133.

10           134. Responding to paragraph 134, AppleCare Defendants state that to the extent  
11 paragraph 134 references or purports to summarize, interpret, or quote from any iteration of the  
12 AppleCare+ terms and conditions, the document speak for themselves, and AppleCare  
13 Defendants deny any characterization of the documents that is inconsistent with their content.  
14 AppleCare Defendants deny the remaining allegations in paragraph 134.

15           135. Responding to paragraph 135, AppleCare Defendants state that to the extent  
16 paragraph 135 references or purports to summarize from any iteration of the AppleCare  
17 Protection Plan or AppleCare+ terms and conditions, the documents speak for themselves, and  
18 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
19 content. AppleCare Defendants deny the remaining allegations in paragraph 135.

20           136. AppleCare Defendants deny the allegations in paragraph 136.

21           137. AppleCare Defendants deny the allegations in paragraph 137.

22           138. AppleCare Defendants deny the allegations in paragraph 138.

23           139. AppleCare Defendants deny the allegations in paragraph 139.

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**COUNT II**  
**VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**  
**15 U.S.C. § 2301, et seq.**  
**(Against Defendant AppleCare Services)**

140. Responding to paragraph 140 of the FAC, AppleCare Defendants reallege and incorporate by reference each and every preceding paragraph of this Answer as if fully set forth herein.

141. Responding to paragraph 141 of the FAC, AppleCare Defendants state that insofar as allegations in paragraph 141 state conclusions of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in paragraph 141.

142. Responding to paragraph 142 of the FAC, AppleCare Defendants state that insofar as allegations in paragraph 142 state conclusions of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in paragraph 142.

143. Responding to paragraph 143 of the FAC, AppleCare Defendants state that insofar as allegations in paragraph 143 state conclusions of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in paragraph 143.

144. Responding to paragraph 144 of the FAC, AppleCare Defendants state that insofar as allegations in paragraph 144 state conclusions of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in paragraph 144.

145. Responding to paragraph 145 of the FAC, AppleCare Defendants state that insofar as allegations in paragraph 145 state conclusions of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in paragraph 145.

146. Responding to paragraph 146 of the FAC, AppleCare Defendants state that insofar as allegations in paragraph 146 state conclusions of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in paragraph 146.

147. Responding to paragraph 147 of the FAC, AppleCare Defendants state that insofar as allegations in paragraph 147 state conclusions of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in paragraph 147.

1           148.    Responding to paragraph 148 of the FAC, AppleCare Defendants state that insofar  
2 as allegations in paragraph 148 state conclusions of law, no response thereto is required.  
3 AppleCare Defendants deny the remaining allegations in paragraph 148.

4           149.    Responding to paragraph 149, AppleCare Defendants state that to the extent  
5 paragraph 149 references or purports to summarize from any iteration of the AppleCare  
6 Protection Plan or AppleCare+ terms and conditions, the documents speak for themselves, and  
7 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
8 content. AppleCare Defendants deny the remaining allegations in paragraph 149.

9           150.    Responding to paragraph 150, AppleCare Defendants state that to the extent  
10 paragraph 150 references or purports to summarize from any iteration of the AppleCare  
11 Protection Plan or AppleCare+ terms and conditions, the documents speak for themselves, and  
12 AppleCare Defendants deny any characterization of the documents that is inconsistent with their  
13 content. AppleCare Defendants further state that insofar as allegations in paragraph 150 state  
14 conclusions of law, no response thereto is required. AppleCare Defendants deny the remaining  
15 allegations in paragraph 150.

16           151.    Responding to paragraph 151, AppleCare Defendants state that the Court  
17 dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF  
18 No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this paragraph  
19 is required because the following claims are no longer asserted: Count IV for alleged violations  
20 of the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
21 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
22 Law with respect to the fraudulent prong. To the extent a response is required, AppleCare  
23 Defendants deny the allegations in paragraph 151.

24           152.    Responding to paragraph 152, AppleCare Defendants state that to the extent  
25 paragraph 152 references or purports to summarize from the AppleCare Protection Plan or  
26 AppleCare+ Terms and Conditions, the documents speak for themselves, and AppleCare  
27 Defendants deny any characterization of the documents that is inconsistent with their content.  
28 AppleCare Defendants deny the remaining allegations in paragraph 152.



1           153. Responding to paragraph 153, AppleCare Defendants state that to the extent  
2 paragraph 153 references or purports to summarize from the AppleCare Protection Plan or  
3 AppleCare+ Terms and Conditions, the documents speak for themselves, and AppleCare  
4 Defendants deny any characterization of the documents that is inconsistent with their content.  
5 AppleCare Defendants further state that insofar as allegations in paragraph 153 state conclusions  
6 of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in  
7 paragraph 153.

8           154. Responding to paragraph 154, AppleCare Defendants state that the Court  
9 dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend. (ECF  
10 No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this paragraph  
11 is required because the following claims are no longer asserted: Count IV for alleged violations  
12 of the California Consumers Legal Remedies Act, Count V for alleged violations of the California  
13 False Advertising Law, or Count V for alleged violations of the California Unfair Competition  
14 Law with respect to the fraudulent prong. To the extent a response is required, AppleCare  
15 Defendants deny the allegations in paragraph 154.

16           155. AppleCare Defendants deny the allegations in paragraph 155.

17           156. Responding to paragraph 156, AppleCare Defendants state that insofar as  
18 allegations in paragraph 156 state conclusions of law, no response thereto is required. AppleCare  
19 Defendants deny the remaining allegations in paragraph 156.

20           157. Responding to paragraph 157, AppleCare Defendants admit that Plaintiffs seek  
21 actual damages on behalf of themselves and the purported class they seek to represent.  
22 AppleCare Defendants deny that class treatment is appropriate. AppleCare Defendants deny that  
23 Plaintiffs have suffered any injury or are entitled to any monetary recovery or other relief in this  
24 action. AppleCare Defendants state that insofar as allegations in paragraph 157 state conclusions  
25 of law, no response thereto is required. AppleCare Defendants deny the remaining allegations in  
26 paragraph 157.

27           158. Responding to paragraph 158, AppleCare Defendants admit that Plaintiffs seek  
28 declaratory relief. AppleCare Defendants deny that Plaintiffs have suffered any injury or are

1 entitled to any relief in this action. AppleCare Defendants state that insofar as allegations in  
2 paragraph 158 state conclusions of law, no response thereto is required. AppleCare Defendants  
3 deny the remaining allegations in paragraph 158.

4 **COUNT III**  
5 **VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT**  
6 **CAL. CIV. CODE § 1790, *et seq.***  
7 **(Against Defendant AppleCare Services)**

8 159. Responding to paragraph 159 of the FAC, AppleCare Defendants reallege and  
9 incorporate by reference each and every preceding paragraph of this Answer as if fully set forth  
10 herein.

11 160. Responding to paragraph 160 of the FAC, AppleCare Defendants state that insofar  
12 as allegations in paragraph 160 state conclusions of law, no response thereto is required.  
13 AppleCare Defendants deny the remaining allegations in paragraph 160.

14 161. Responding to paragraph 161 of the FAC, AppleCare Defendants state that insofar  
15 as allegations in paragraph 161 state conclusions of law, no response thereto is required.  
16 AppleCare Defendants deny the remaining allegations in paragraph 161.

17 162. Responding to paragraph 162 of the FAC, AppleCare Defendants state that insofar  
18 as allegations in paragraph 162 state conclusions of law, no response thereto is required.  
19 AppleCare Defendants deny the remaining allegations in paragraph 162.

20 163. Responding to paragraph 163 of the FAC, AppleCare Defendants state that insofar  
21 as allegations in paragraph 163 state conclusions of law, no response thereto is required.  
22 AppleCare Defendants deny the remaining allegations in paragraph 163.

23 164. Responding to paragraph 164 of the FAC, AppleCare Defendants state that insofar  
24 as allegations in paragraph 164 state conclusions of law, no response thereto is required.  
25 AppleCare Defendants deny the remaining allegations in paragraph 164.

26 165. Responding to paragraph 165, AppleCare Defendants state that to the extent  
27 paragraph 165 references or purports to summarize, interpret, or quote from any iteration of the  
28 AppleCare+ terms and conditions, the documents speak for themselves, and AppleCare

1 Defendants deny any characterization of the documents that is inconsistent with their content.

2 Except as otherwise stated, AppleCare Defendants deny the allegations in paragraph 165.

3 166. AppleCare Defendants deny the allegations in paragraph 166.

4 167. AppleCare Defendants deny the allegations in paragraph 167.

5 168. AppleCare Defendants deny the allegations in paragraph 168.

6 169. Responding to paragraph 169 of the FAC, AppleCare Defendants state that insofar  
7 as allegations in paragraph 169 state conclusions of law, no response thereto is required.

8 AppleCare Defendants deny that Plaintiffs have suffered damages or are entitled to any monetary  
9 recovery or other relief in this action. AppleCare Defendants deny the remaining allegations in  
10 paragraph 169.

11 170. AppleCare Defendants deny the allegations in paragraph 170.

12 **COUNT IV**  
13 **VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**  
14 **CAL. CIV. CODE § 1750, *et seq.***  
15 **(Against All Defendants)**

16 171. Responding to paragraph 171 of the FAC, AppleCare Defendants reallege and  
17 incorporate by reference each and every preceding paragraph of this answer as if fully set forth  
18 herein.

19 172. Responding to paragraph 172 of the FAC, AppleCare Defendants state that insofar  
20 as allegations in paragraph 172 state conclusions of law, no response thereto is required.  
21 AppleCare Defendants deny the remaining allegations in paragraph 172.

22 173. Responding to paragraph 173 of the FAC, AppleCare Defendants state that insofar  
23 as allegations in paragraph 173 state conclusions of law, no response thereto is required.  
24 AppleCare Defendants deny the remaining allegations in paragraph 173.

25 174. Responding to paragraph 174 of the FAC, AppleCare Defendants state that insofar  
26 as allegations in paragraph 174 state conclusions of law, no response thereto is required.  
27 AppleCare Defendants deny the remaining allegations in paragraph 174.

1           175. Responding to paragraph 175 of the FAC, AppleCare Defendants state that insofar  
2 as allegations in paragraph 175 state conclusions of law, no response thereto is required.  
3 AppleCare Defendants deny the remaining allegations in paragraph 175.

4           176. Responding to paragraph 176 of the FAC, AppleCare Defendants state that insofar  
5 as allegations in paragraph 176 state conclusions of law, no response thereto is required.  
6 AppleCare Defendants deny the remaining allegations in paragraph 176.

7           177. Responding to paragraph 177 (including subparagraphs 177a through 177d) of the  
8 FAC, AppleCare Defendants state that insofar as allegations in paragraph 177 state conclusions of  
9 law, no response thereto is required. Responding to subparagraphs 177a through 177d of the  
10 FAC, AppleCare Defendants state that the Court dismissed Plaintiffs' fraud-based claims in its  
11 March 2, 2017 order with leave to amend. (ECF No. 64.) Plaintiffs did not file an amended  
12 complaint. As a result, no response to this paragraph is required because the following claims are  
13 no longer asserted: Count IV for alleged violations of the California Consumers Legal Remedies  
14 Act, Count V for alleged violations of the California False Advertising Law, or Count V for  
15 alleged violations of the California Unfair Competition Law with respect to the fraudulent prong.  
16 To the extent a response is required, AppleCare Defendants deny the allegations in subparagraphs  
17 177a through 177d.

18           178. Responding to paragraph 178 of the FAC, AppleCare Defendants state that insofar  
19 as allegations in paragraph 178 state conclusions of law, no response thereto is required.  
20 AppleCare Defendants deny the remaining allegations in paragraph 178.

21           179. Responding to paragraph 179 of the FAC, AppleCare Defendants state that the  
22 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
23 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
24 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
25 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
26 California False Advertising Law, or Count V for alleged violations of the California Unfair  
27 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
28 AppleCare Defendants deny the allegations in paragraph 179.

1           180. Responding to paragraph 180 of the FAC, AppleCare Defendants state that the  
2 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
3 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
4 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
5 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
6 California False Advertising Law, or Count V for alleged violations of the California Unfair  
7 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
8 AppleCare Defendants deny the allegations in paragraph 180.

9           181. Responding to paragraph 181 of the FAC, AppleCare Defendants state that the  
10 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
11 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
12 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
13 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
14 California False Advertising Law, or Count V for alleged violations of the California Unfair  
15 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
16 AppleCare Defendants deny the allegations in paragraph 181.

17           182. Responding to paragraph 182 of the FAC, AppleCare Defendants state that the  
18 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
19 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
20 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
21 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
22 California False Advertising Law, or Count V for alleged violations of the California Unfair  
23 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
24 AppleCare Defendants admit Plaintiffs seek the relief stated, and otherwise deny the allegations  
25 in paragraph 182.

26           183. Responding to paragraph 183 of the FAC, AppleCare Defendants state that the  
27 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
28 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this

1 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
2 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
3 California False Advertising Law, or Count V for alleged violations of the California Unfair  
4 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
5 AppleCare Defendants admit Plaintiffs seek the relief stated, and otherwise deny the allegations  
6 in paragraph 183.

7 184. Responding to paragraph 184 of the FAC, AppleCare Defendants state that the  
8 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
9 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
10 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
11 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
12 California False Advertising Law, or Count V for alleged violations of the California Unfair  
13 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
14 AppleCare Defendants admit Plaintiffs seek the relief stated, and otherwise deny the allegations  
15 in paragraph 184.

16 185. Responding to paragraph 185 of the FAC, AppleCare Defendants state that the  
17 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
18 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
19 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
20 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
21 California False Advertising Law, or Count V for alleged violations of the California Unfair  
22 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
23 AppleCare Defendants admit Plaintiffs seek the relief stated, and otherwise deny the allegations  
24 in paragraph 185.

25 186. Responding to paragraph 186 of the FAC, AppleCare Defendants state that the  
26 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
27 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
28 paragraph is required because the following claims are no longer asserted: Count IV for alleged

1 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
2 California False Advertising Law, or Count V for alleged violations of the California Unfair  
3 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
4 AppleCare Defendants deny the allegations in paragraph 186.

5 **COUNT V**  
6 **VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW**  
7 **CAL. BUS. & PROF. CODE § 17500, et seq.**  
8 **(Against All Defendants)**

9 187. Responding to paragraph 187 of the FAC, AppleCare Defendants reallege and  
10 incorporate by reference each and every preceding paragraph of this answer as if fully set forth  
11 herein.

12 188. Responding to paragraph 188 of the FAC, AppleCare Defendants state that the  
13 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
14 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
15 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
16 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
17 California False Advertising Law, or Count V for alleged violations of the California Unfair  
18 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
19 AppleCare Defendants deny the allegations in paragraph 188.

20 189. Responding to paragraph 189 of the FAC, AppleCare Defendants state that the  
21 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
22 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
23 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
24 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
25 California False Advertising Law, or Count V for alleged violations of the California Unfair  
26 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
27 AppleCare Defendants deny the allegations in paragraph 189.

28 190. Responding to paragraph 190 of the FAC, AppleCare Defendants state that the  
Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.

1 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
2 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
3 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
4 California False Advertising Law, or Count V for alleged violations of the California Unfair  
5 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
6 AppleCare Defendants deny the allegations in paragraph 190.

7 191. Responding to paragraph 191 of the FAC, AppleCare Defendants state that the  
8 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
9 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
10 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
11 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
12 California False Advertising Law, or Count V for alleged violations of the California Unfair  
13 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
14 AppleCare Defendants deny the allegations in paragraph 191.

15 192. Responding to paragraph 192 of the FAC, AppleCare Defendants state that the  
16 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
17 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
18 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
19 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
20 California False Advertising Law, or Count V for alleged violations of the California Unfair  
21 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
22 AppleCare Defendants deny the allegations in paragraph 192.

23 193. Responding to paragraph 193 of the FAC, AppleCare Defendants state that the  
24 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
25 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
26 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
27 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
28 California False Advertising Law, or Count V for alleged violations of the California Unfair



1 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
2 AppleCare Defendants deny the allegations in paragraph 193.

3 **COUNT VI**  
4 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
5 **CAL. BUS. & PROF. CODE § 17200, *et seq.***  
6 **(Against All Defendants)**

7 194. Responding to paragraph 194 of the FAC, AppleCare Defendants reallege and  
8 incorporate by reference each and every preceding paragraph of this answer as if fully set forth  
9 herein.

10 195. Responding to paragraph 195 of the FAC, AppleCare Defendants state that insofar  
11 as allegations in paragraph 195 state conclusions of law, no response thereto is required.  
12 AppleCare Defendants deny the remaining allegations in paragraph 195.

13 196. Responding to paragraph 196 (including subparagraphs 196a through 196d) of the  
14 FAC, AppleCare Defendants state that insofar as allegations in paragraph 196 state conclusions of  
15 law, no response thereto is required. Responding to subparagraph 196c of the FAC, AppleCare  
16 Defendants deny the allegations in subparagraph 196c of the FAC. Responding to subparagraphs  
17 196a, 196b, and 196d of the FAC, AppleCare Defendants state that the Court dismissed Plaintiffs'  
18 fraud-based claims in its March 2, 2017 order with leave to amend. (ECF No. 64.) Plaintiffs did  
19 not file an amended complaint. As a result, no response to this paragraph is required because the  
20 following claims are no longer asserted: Count IV for alleged violations of the California  
21 Consumers Legal Remedies Act, Count V for alleged violations of the California False  
22 Advertising Law, or Count V for alleged violations of the California Unfair Competition Law  
23 with respect to the fraudulent prong. To the extent a response is required, AppleCare Defendants  
24 deny the allegations in subparagraphs 196a, 196b, and 196d.

25 197. Responding to paragraph 197 of the FAC, AppleCare Defendants state that the  
26 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
27 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
28 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the

1 California False Advertising Law, or Count V for alleged violations of the California Unfair  
2 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
3 AppleCare Defendants deny the allegations in paragraph 197.

4 198. Responding to paragraph 198 of the FAC, AppleCare Defendants state that the  
5 Court dismissed Plaintiffs' fraud-based claims in its March 2, 2017 order with leave to amend.  
6 (ECF No. 64.) Plaintiffs did not file an amended complaint. As a result, no response to this  
7 paragraph is required because the following claims are no longer asserted: Count IV for alleged  
8 violations of the California Consumers Legal Remedies Act, Count V for alleged violations of the  
9 California False Advertising Law, or Count V for alleged violations of the California Unfair  
10 Competition Law with respect to the fraudulent prong. To the extent a response is required,  
11 AppleCare Defendants deny the allegations in paragraph 198.

12 199. AppleCare Defendants deny the allegations in paragraph 199.

13 200. Responding to paragraph 200 of the FAC, AppleCare Defendants admit Plaintiffs  
14 seek injunctive relief. AppleCare Defendants deny that Plaintiffs have suffered any injury or are  
15 entitled to any injunctive or other relief in this action. AppleCare Defendants deny the remaining  
16 allegations in paragraph 200.

17 201. AppleCare Defendants deny the allegations in paragraph 201.

18 **PRAYER FOR RELIEF**

19 AppleCare Defendants deny that Plaintiffs are entitled to any of the requested relief,  
20 including the relief requested in paragraphs A through I under the section entitled "Prayer for  
21 Relief."

22 **AFFIRMATIVE DEFENSES**

23 As to affirmative defenses to the FAC, AppleCare Defendants do not, by stating the  
24 matters set forth in these defenses, allege or admit that they have the burden of proof or  
25 persuasion with respect to any of these matters, and do not assume the burden of proof or  
26 persuasion on any matters as to which Plaintiffs have the burden of proof or persuasion. The  
27 following affirmative defenses are based on AppleCare Defendants' knowledge, information, and  
28 belief at this time, and AppleCare Defendants specifically reserve the right to modify, amend, or

1 supplement any affirmative defense contained in this Answer. AppleCare Defendants reserve the  
2 right to assert other defenses as information is gathered through discovery and investigation.

3 **FIRST AFFIRMATIVE DEFENSE**  
4 **(Lack of Standing)**

5 The claims of Plaintiffs and the claims of the purported class are barred, in whole or in  
6 part, because they lack of standing to assert any or all of the causes of action alleged in the FAC.

7 **SECOND AFFIRMATIVE DEFENSE**  
8 **(Waiver, Estoppel)**

9 The FAC, and each of its purported causes of action, is barred, in whole or in part, by the  
10 doctrines of waiver or estoppel.

11 **THIRD AFFIRMATIVE DEFENSE**  
12 **(Failure to Mitigate)**

13 Plaintiffs and the purported class have failed to mitigate damages, if any.

14 **FOURTH AFFIRMATIVE DEFENSE**  
15 **(Offset)**

16 Any claims for damages or other monetary recovery by Plaintiffs or the purported class  
17 must be offset and reduced by the value received.

18 **FIFTH AFFIRMATIVE DEFENSE**  
19 **(No Injury in Fact or Loss of Money or Property)**

20 AppleCare Defendants allege on information and belief that Plaintiffs and the members of  
21 the purported class have not sustained an injury in fact or lost the requisite money or property  
22 necessary to confer standing pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* and §§ 17500,  
23 *et seq.*

24 **SIXTH AFFIRMATIVE DEFENSE**  
25 **(No Injury or Damage)**

26 AppleCare Defendants deny that Plaintiffs or any member of the purported class have  
27 suffered any injury or damage whatsoever, and further deny that they are liable to Plaintiffs or  
28

1 any member of the purported class for any of the injury or damage claimed or for any injury or  
2 damage whatsoever.

3 **SEVENTH AFFIRMATIVE DEFENSE**  
4 **(Failure to Provide Pre-Lawsuit CLRA Notice as to Plaintiff Carter)**

5 To the extent Plaintiff Maldonado is found to lack standing, Plaintiff Carter’s California  
6 Consumers Legal Remedies Act claim is barred because he failed to provide pre-suit notice as  
7 required by the CLRA pursuant to California Civil Code § 1782(a).

8 **EIGHTH AFFIRMATIVE DEFENSE**  
9 **(Statute of Limitations)**

10 The class definition includes putative class members whose claims are time-barred under  
11 the applicable statutes of limitations.

12 **DEMAND FOR JURY TRIAL**

13 AppleCare Defendants hereby demand a trial by jury on all issues upon which trial by jury  
14 may be had.

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**PRAYER FOR RELIEF**

WHEREFORE, AppleCare Defendants pray for the following relief:

1. That judgment on the FAC, and on each cause of action herein, be entered in favor of AppleCare Defendants;
2. That this Court finds that this suit cannot be maintained as a class action;
3. That this Court denies Plaintiffs or the members of the purported class relief of any kind;
4. That the request for injunctive relief be denied;
5. That AppleCare Defendants be awarded their costs incurred, including reasonable attorneys' fees; and
6. For such other or further relief as this Court may deem just and proper.

Dated: April 5, 2017

MORRISON & FOERSTER LLP

By: /s/ Purvi G. Patel  
Purvi G. Patel

*Attorneys for Defendants  
AppleCare Service Company, Inc. and  
Apple CSC Inc.*