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12 *Attorneys for Defendant Apple Inc.*

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 WESTERN DIVISION
16

17 KIMBERLY FEENEY, an individual,
on behalf of themselves and all others
18 similarly situated,

19 Plaintiff,

20 v.

21 APPLE INC., a California
22 Corporation; and DOES 1–10,
23 Defendants.
24

CASE NO. 2:25-cv-09716

**DEFENDANT APPLE INC.’S NOTICE
OF REMOVAL**

[Removal from the Superior Court of the
State of California, Los Angeles County,
Case No. 25STCV24599]

[Declaration of Wesley Sze, Exhibits A to
E, and Proof of Service filed concurrently]

Action Filed: August 20, 2025
Trial Date: None Set

1 **TO THE CLERK OF THE ABOVE-TITLED COURT, THE PARTIES, AND**
 2 **THEIR COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE THAT**, pursuant to 28 U.S.C. §§ 1332 and 1453,
 4 Defendant Apple Inc. hereby removes to the United States District Court for the Central
 5 District of California the state-court action captioned *Feeney v. Apple Inc.*, originally
 6 filed as Case No. 25STCV24599 in the Superior Court of California for the County of
 7 Los Angeles. As set forth below, the Court has jurisdiction over this action pursuant to
 8 the Class Action Fairness Act of 2005 (“CAFA”), codified in relevant part at 28 U.S.C.
 9 § 1332(d). In support of removal, Apple states as follows:

10 **I. RELEVANT ALLEGATIONS AND FACTUAL BACKGROUND**

11 1. Plaintiff alleges that her Beats Studio Pro headphones did not operate as
 12 well as she hoped when taking Teams and Zoom meetings or making voice calls. See
 13 Decl. Ex. A (“Compl.”) ¶ 4. Her Complaint alleges that Apple warranted and advertised
 14 to consumers that the Beats headphones would be “optimized for call performance,”
 15 when they allegedly did not work sufficiently well for that purpose. *See id.* ¶¶ 60–61,
 16 71, 78. The Complaint asserts claims for “Breach of Express Warranty” (Count I),
 17 “Breach of Implied Warranty of Merchantability” (Count II), “Violation of California’s
 18 Consumer Legal Remedies Act” (Count III), “Violation of California’s Unfair
 19 Competition Law” (Count IV), “Fraudulent Misrepresentation & Concealment”
 20 (Count V), “Negligence” (Count VI), and “Unjust Enrichment” (Count VII). *Id.* ¶¶ 58–
 21 118.

22 2. Plaintiff purports to bring these claims on behalf of herself and proposed
 23 “Nationwide” and “California” classes. Compl. ¶ 53. As alleged in the Complaint, the
 24 putative classes would include all customers “who purchased Apple Beats Studio Pro
 25 series, including the Beats Fit Pro, Beats Solo Pro, and Beats Studio 3, from the period
 26 of July 9, 2021 to the present.” *Id.*

1 **II. TIMELINESS OF REMOVAL**

2 3. On August 20, 2025, Plaintiff filed her Complaint in the Superior Court of
3 the State of California for the County of Los Angeles, Case No. 25STCV24599.

4 4. Plaintiff served the summons and complaint on Apple Inc. on September
5 11, 2025. Sze Decl. Ex. D.

6 5. This Notice of Removal is timely because it is filed within thirty days after
7 “receipt by the defendant, through service or otherwise, of a copy of the initial pleading
8 setting forth the claim for relief upon which such action or proceeding is based.” *See* 28
9 U.S.C. § 1446(b)(1).

10 **III. GROUNDS FOR REMOVAL**

11 6. Removal is proper under CAFA because at least one member of the putative
12 class and Defendant are citizens of different states, there are at least 100 putative class
13 members, and the combined value of alleged claims of all putative class members
14 exceeds \$5 million, exclusive of interest and costs. 28 U.S.C. §§ 1332(d), 1441.

15 7. To be clear, Apple denies any liability in this case, both as to Plaintiff’s
16 individual claims and as to the claims she seeks to pursue on behalf of the putative
17 classes. Apple also denies that Plaintiff and the putative classes are entitled to any relief
18 or damages. Apple intends to and expressly reserves all rights to oppose class
19 certification, object to the scope of the class, and contest the merits of all claims asserted
20 in the Complaint. Accordingly, for purposes of the jurisdictional requirements *only*, the
21 allegations in Plaintiff’s Complaint identify a putative class of more than 100 members
22 and put in controversy, in the aggregate, an amount that exceeds \$5 million. *See* 28
23 U.S.C. § 1332(d)(5)(B)–(d)(6).

24 **A. There Is Minimal Diversity Between Apple and Members of the Proposed**
25 **Nationwide Class**

26 8. CAFA’s minimal-diversity requirement is met if any member of a putative
27 class is a citizen of a different state from any defendant. *See* 28 U.S.C. § 1332(d)(2)(A).
28

1 9. A corporation is a citizen of its state of incorporation and the state of its
2 principal place of business. 28 U.S.C. § 1332(c)(1). Apple is a corporation organized
3 under the laws of California and with its principal place of business in California.
4 Compl. ¶ 7.

5 10. Plaintiff's Complaint seeks to bring claims on behalf of a putative
6 "Nationwide" class. Compl. ¶ 53.¹ Apple therefore alleges minimal diversity based on
7 the understanding that Plaintiff's allegation about a "Nationwide" class is intended to
8 include a putative class of consumers residing outside of the state of California, at least
9 one of whom is not a citizen of California.

10 11. Because Apple is a citizen of California and Plaintiff proposes a putative
11 "Nationwide" class, CAFA's minimal-diversity requirement is met.

12 **B. The Proposed Class Consists of More Than 100 Putative Class Members**

13 12. Based on Plaintiff's allegations, this action satisfies CAFA's requirement
14 that the putative class contain at least 100 members. *See* 28 U.S.C. § 1332(d)(5)(B).
15 Plaintiff's proposed classes include "[a]ll consumers" in California and nationwide
16 "who purchased Apple Beats Studio Pro series . . . from the period of July 9, 2021 to the
17 present." Compl. ¶ 53. Plaintiff alleges on information and belief that "there are
18 thousands of Class Members." *Id.* ¶ 55(a). Accordingly, while Apple denies that class
19 treatment is permissible or appropriate, as alleged the proposed classes consist of more
20 than 100 members.

21 **C. The Amount in Controversy Exceeds \$5 Million**

22 13. CAFA requires that the amount in controversy in a class action exceed
23 \$5 million, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2). In calculating the
24

25 _____
26 ¹ The Complaint's definition of the proposed "Nationwide" class is identical to its
27 definition of the proposed California class. Compl. ¶ 53. This appears to be a
28 typographical error, as defining these classes separately and naming them distinctly only
make sense if the "Nationwide" class was intended to be a nationwide class that includes
consumers residing outside of California.

1 amount in controversy, a court must aggregate the claims of all individual putative class
2 members. 28 U.S.C. § 1332(d)(6).

3 14. In assessing whether the amount in controversy requirement has been
4 satisfied, “a court must assume that the allegations of the complaint are true and assume
5 that a jury will return a verdict for the plaintiff on all claims made in the complaint.”
6 *Campbell v. Vitran Express, Inc.*, 471 F. App’x 646, 648 (9th Cir. 2012) (internal
7 quotations and citation omitted). In other words, the focus of the Court’s inquiry must
8 be on “what amount is put ‘in controversy’ by the plaintiff’s complaint, not what a
9 defendant will *actually* owe.” *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199,
10 1205 (E.D. Cal. 2008) (citing *Rippee v. Bos. Mkt. Corp.*, 408 F. Supp. 2d 982, 986 (S.D.
11 Cal. 2005)).

12 15. “[A] defendant’s notice of removal need include only a plausible allegation
13 that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee*
14 *Basin Operating Co. v. Owens*, 574 U.S. 81, 89 (2014). To satisfy this burden, a
15 defendant may rely on a “chain of reasoning” that is based on “reasonable”
16 “assumptions.” *LaCross v. Knight Transp. Inc.*, 775 F.3d 1200, 1201 (9th Cir. 2015).
17 “An assumption may be reasonable if it is founded on the allegations of the complaint.”
18 *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 925 (9th Cir. 2019); *see also Salter v.*
19 *Quality Carriers, Inc.*, 974 F.3d 959, 964 (9th Cir. 2020) (“[A] removing defendant’s
20 notice of removal need not contain evidentiary submissions but only plausible
21 allegations of jurisdictional elements.” (internal quotation marks and citations omitted)).
22 “[W]hen a defendant seeks federal-court adjudication, the defendant’s amount-in-
23 controversy allegation should be accepted when not contested by the plaintiff or
24 questioned by the court.” *Dart Cherokee*, 574 U.S. at 87.

25 16. Plaintiff alleges that she and the putative class members are entitled to,
26 among other things, recover from Defendant “restitution and/or other equitable relief,
27 including, without limitation, restitutionary disgorgement of all profits and unjust
28 enrichment that Defendant obtained from Plaintiff and the Class,” “damages under

common law and/or by statute,” and “punitive damages.” Compl. at Prayer for Relief. Plaintiff also requests that the Court order Apple “to disgorge all profits, revenues, and benefits it obtained from the sale of defective Beats headphones.” *Id.* ¶ 118. She further seeks “[a]dditional awards of up to \$5,000.00 for physical, emotional, or economic damage for all senior citizen and disabled Class Members, pursuant to Civil Code § 1780(b)(1).” *Id.* at Prayer for Relief.

17. Plaintiff’s allegation that Beats Studio Pro headphones retail at \$349.99 further supports that the amount-in-controversy requirement is met. Compl. ¶ 22. She alleges that “estimates indicated that certain Beats models costing under \$20 to produce were sold for as much as \$199, reflecting profit margins exceeding 800%.” *Id.* ¶ 24. She also alleges that Apple’s “Wearables, Home, and Accessories” category, which is what Beats products fall under, generated \$9.04 billion in revenue in Q4 of 2024. *Id.* ¶ 23. She further alleges that, “[a]s of 2022, Beats by Dre saw a 553% increase in unit shipments, reaching 2.4 million units.” *Id.* ¶ 21.

18. Plaintiff’s allegations about the retail price for the Beats Studio Pro headphones (“\$349.99”), the volume of shipments of Beats by Dre headphones in 2022 alone (“2.4 million units”), and purported revenue for this line of products (“\$9.04 billion” for one quarter alone)—combined with Plaintiff’s claims for the “disgorgement” of all revenue from the sale of Beats, restitution, and compensatory and punitive damages—demonstrate that the alleged amount in controversy exceeds \$5 million. Compl. ¶¶ 21–24, 118 & Prayer for Relief.

19. Moreover, Plaintiff has not indicated that she will seek less than 25% of the common fund in attorneys’ fees, should she prevail. *See* Compl. at Prayer for Relief (seeking attorneys’ fees for Plaintiff and proposed class members); *Lowery v. Rhapsody Int’l, Inc.*, 75 F.4th 985, 990 (9th Cir. 2023) (“The typical benchmark for the percentage-of-recovery approach is 25%.”). Thus, the amount in controversy absent attorneys’ fees surpasses the jurisdictional threshold, but this Court should nevertheless include the

1 potential attorneys' fees in evaluating jurisdiction as further confirmation that the
2 amount in controversy requirement has been satisfied. *See Arias*, 936 F.3d at 922.

3 20. Although Apple denies that Plaintiffs' claims have any merit, for the
4 purposes of meeting the jurisdictional requirements for removal *only*, if Plaintiff were
5 to prevail on every claim and allegation in her Complaint on behalf of the entire putative
6 classes, the requested monetary recovery would exceed \$5 million.

7 **IV. THIS COURT HAS JURISDICTION AND REMOVAL IS PROPER**

8 21. Based on the foregoing facts and allegations, this Court has original
9 jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because:

- 10 a) This is a civil action which is a class action within the meaning of
11 § 1332(d)(1)(b);
- 12 b) At least one member of the proposed classes is a citizen of a state
13 different from Defendant as required by § 1332(d)(2)(A);
- 14 c) Plaintiff alleges that the action involves a putative class of at least
15 100 persons as required by § 1332(d)(5)(B); and
- 16 d) The alleged amount in controversy exceeds \$5 million, exclusive of
17 interest and costs as required by § 1332(d)(2).

18 22. Accordingly, this action is properly removable under 28 U.S.C. § 1453.

19 23. The United States District Court for the Central District of California is the
20 federal judicial district in which the Superior Court of California for the County of Los
21 Angeles sits. 28 U.S.C. § 84(c). This action was originally filed in the Superior Court
22 of California for the County of Los Angeles, rendering venue in this federal judicial
23 district proper. 28 U.S.C. § 84(c); *see also* 28 U.S.C. § 1441(a).

24 24. Removal to the Western Division of the Central District of California is
25 proper because it is the Division within which the state action is pending. 28 U.S.C.
26 § 84(c)(2).

1 25. True and correct copies of all documents constituting the complete record
2 of proceedings in the state court are attached to the Sze Declaration as Exhibits A to E,
3 filed concurrently herewith. *See* 28 U.S.C. § 1446(a).

4 26. Upon filing this Notice, Apple will furnish written notice to Plaintiff's
5 counsel and will file and serve a copy of this Notice with the Clerk of the Superior Court
6 of California for the County of Los Angeles, pursuant to 28 U.S.C. § 1446(d).

7 27. If any question arises as to propriety of removal to this Court, Apple
8 requests the opportunity to present a brief and oral argument in support of its position
9 that this case has been properly removed.

10 28. Apple reserves the right to amend or supplement this Notice.

11 Dated: October 10, 2025

Respectfully submitted,

12 By: /s/ Christopher Chorba

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12 *Attorneys for Defendant Apple Inc.*

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 WESTERN DIVISION
16

17 KIMBERLY FEENEY, an individual,
on behalf of themselves and all others
18 similarly situated,

19 Plaintiff,

20 v.

21 APPLE INC., a California
22 Corporation; and DOES 1–10,
23 Defendants.

CASE NO. 2:25-cv-09716

**DECLARATION OF WESLEY SZE IN
SUPPORT OF DEFENDANT APPLE
INC.’S NOTICE OF REMOVAL**

[Removal from the Superior Court of the
State of California, Los Angeles County,
Case No. 25STCV24599]

Action Filed: August 20, 2025
Trial Date: None Set

DECLARATION OF WESLEY SZE

I, Wesley Sze, hereby declare and state:

1. I am an attorney duly licensed to practice law before all the courts of the State of California as well as the United States District Court for the Central District of California. I am a partner in the law firm of Gibson, Dunn & Crutcher LLP, and am one of the attorneys representing Defendant Apple Inc. in the above-titled action. I have personal knowledge of the matters stated herein, and if asked to testify thereto, I could and would do so competently.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Complaint in *Feeney v. Apple Inc.*, Case No. 25STCV24599, Superior Court of the State of California, Los Angeles County, which reflects that it was filed on August 20, 2025, and which was served on Apple Inc. on September 11, 2025.

3. Attached hereto as **Exhibit B** is a true and correct copy of the Summons in *Feeney v. Apple Inc.*, Case No. 25STCV24599, Superior Court of the State of California, Los Angeles County, which reflects that it was filed on August 20, 2025, and which was served on Apple Inc. on September 11, 2025.

4. Attached hereto as **Exhibit C** is a true and correct copy of the Civil Case Cover Sheet in *Feeney v. Apple Inc.*, Case No. 25STCV24599, Superior Court of the State of California, Los Angeles County, which reflects that it was filed on August 20, 2025, and which was served on Apple Inc. on September 11, 2025.

5. Attached hereto as **Exhibit D** are true and correct copies of the Proof of Service on Apple Inc., filed in *Feeney v. Apple Inc.*, Case No. 25STCV24599, Superior Court of the State of California, Los Angeles County.

6. Attached hereto as **Exhibit E** are true and correct copies of all other documents filed in *Feeney v. Apple Inc.*, Case No. 25STCV24599, Superior Court of the State of California, Los Angeles County.

7. In accordance with 28 U.S.C. § 1446(a), Exhibits A through E constitute copies of “all process, pleadings, and orders served upon” Defendant and/or filed in

1 *Feeney v. Apple Inc.*, Case No. 25STCV24599, Superior Court of the State of California,
2 Los Angeles County.

3 I declare under penalty of perjury under the law of the State of California that the
4 foregoing is true and correct and that I executed this declaration on October 10, 2025, in
5 Mountain View, California.

6 Dated: October 10, 2025



7 Wesley Sze

Exhibit A

**SCHONBRUN SEPLOW HARRIS
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*Attorneys for Plaintiff Kimberly Feeney and the Proposed
Class.*

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/20/2025 3:53 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

KIMBERLY FEENEY, an individual, on behalf
of themselves and all others similarly situated,

Plaintiff,

v.

APPLE, INC., a California Corporation; and
DOES 1-10,

Defendants.

Case No.: ~~25STCV24599~~

CLASS ACTION

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

[DEMAND FOR JURY TRIAL]

1 Plaintiff Kimberly Feeney (“Plaintiff”), on behalf of herself and all others similarly
 2 situated brings this class action complaint (the “Complaint”) against Defendant Apple, Inc.,
 3 (“Apple” or “Defendant”). Plaintiff alleges the following based upon information and belief, the
 4 investigation of counsel, and personal knowledge as to the allegations pertaining to herself.

5 I. NATURE OF THE CASE

6 1. Apple’s Beats (blasting onto the scene as Beats by Dre – launched by the famous
 7 music producer and hip hop mogul) continue to dominate the headphone market. The Beats
 8 Studio Pro series headphones, including Beats Fit Pro, Beats Solo Pro, and Beats Studio 3,
 9 (“Beats” or “headphones”) are advertised as offering “optimized voice performance,” “loud ,
 10 crisp, crystal-clear call performance,” and professional-grade call clarity.¹ Apple promoted these
 11 headphones for seamless voice communication on platforms like Zoom and Microsoft Teams,
 12 delivering “rich, immersive sound whether you’re listening to music or taking call.” Apple
 13 further claims Beats have “enhanced compatibility with one-touch pairing,” “wirelessly connect
 14 to more devices via Bluetooth for extended range and fewer dropouts.”² However, while Apple
 15 charges a premium price for the Beats line, consumers get a subpar experience and cannot use
 16 them reliably for their basic advertised purposes. The Beats headphones contain a pervasive and
 17 material defect that causes the built-in microphone to malfunction during routine use, especially
 18 during phone and video calls.

19 2. As a result of the defect, Plaintiff and similarly situated consumers have suffered
 20 financial harm. They purchased headphones based on Apple’s false promises and paid a price
 21 that does not reflect the defective product’s actual value. Consumers were deprived of the benefit
 22 of their bargain and are entitled to restitution and damages.

23 3. Plaintiff and class members suffered economic injury as a result of purchasing
 24 defective Beats headphones. Defendant’s sale of the defective headphones: (i) violated
 25 California’s Business & Professions Code §§ 17200, *et seq.* (the Unfair Competition Law or

26 _____
 27 ¹ <https://www.amazon.com/Beats-Studio-Pro-Kardashian-Compatibility/dp/B0D951B4HJ/>;
 28 [https://www.apple.com/shop/product/MQTP3LL/A/beats-studio-pro-wireless-headphones-](https://www.apple.com/shop/product/MQTP3LL/A/beats-studio-pro-wireless-headphones-black)
 black.

² *Id.*

1 “UCL”); (ii) violated *California Business and Professions Code* §§ 17500, *et seq.* (the False
 2 Advertising Law or “FAL”); (iii) violated *California Civil Code* §§ 1750, *et seq.* (the Consumers
 3 Legal Remedies Act or “CLRA”); (iv) constituted breach of the implied warranty of
 4 merchantability pursuant to the Song-Beverly Consumer Warranty Act §§ 1790, *et seq.*; (v)
 5 constituted breach of the implied warranty of fitness pursuant to the *Song-Beverly Consumer*
 6 *Warranty Act* §§ 1790, *et seq.*; and (vi) constituted unjust enrichment and violations of common
 7 law claims as described herein. Plaintiff brings this action on behalf of a California class for
 8 damages, restitution, and injunctive relief, and any other relief deemed appropriate by the court
 9 to which this case is assigned.

10 II. THE PARTIES

11 4. Plaintiff Kimberly Feeney is, and at all times mentioned herein was, an individual
 12 citizen of the State of California with her primary place of residence in Pasadena. On or about
 13 November 27, 2024, she purchased Beats Studio Pro x Kim Kardashian headphones, in reliance
 14 on Defendant’s advertising the headphones professional quality microphones and capability for
 15 “optimized voice calls.” When she began using the headphones in December 2024, it became
 16 immediately apparent that the headphones did not function when she used them for Microsoft
 17 Teams and Zoom meetings, which was their primary intended purpose. Her colleagues informed
 18 her they could not hear her properly. The same issue occurred when she attempted to use the
 19 headphones for voice calls and voice memos.

20 5. Plaintiff brought these defects to Apple’s attention promptly. She brought the
 21 headphones to the Apple Genius bar and was advised to send them back for repairs. She was
 22 instead given a new pair in or around January 2025. However, the replacement headphones had
 23 the same defect as the pair she purchased. She brought this issue to Apple’s attention once again
 24 and was advised once again to bring them in for repair. Instead, Apple again replaced the
 25 headphones with a third pair. On or about March 5, 2025, she addressed the issue with Apple
 26 through its customer support chat. After exchanging several messages with Apple regarding the
 27 history of issues with the three headphones, she was bluntly advised by the Apple representative
 28

1 that the headphones do not have a direct microphone and are not designed to use for calls or
2 meetings.

3 6. Plaintiff was shocked to learn that Apple had knowingly misrepresented the
4 capabilities of the headphones to consumers such as Plaintiff and marketed these products as
5 providing “high-quality call performance from upgraded voice-targeting microphones.”

6 7. Defendant Apple is a California corporation with its headquarters and principal
7 place of business in Cupertino, California. Apple, Inc. is a global technology company that
8 designs, manufactures, and markets a wide range of consumer electronics, including
9 smartphones, personal computers, tablets, smartwatches, audio accessories, and headphones.
10 Apple sells its products and services worldwide through its network of Apple retail stores, online
11 platforms, authorized resellers, and third-party retailers. As of 2025, Apple operates over 500
12 retail stores globally and maintains a dominant presence in the consumer electronics market. In
13 2014, Apple acquired Beats Electronics and Beats Music for approximately \$3 billion,
14 integrating Beats’ popular line of premium headphones, speakers, and audio software into its
15 product ecosystem.

16 8. Plaintiff does not know the true names or capacities of the persons or entities
17 sued herein as DOES 1-10, inclusive, and therefore sues such defendants by such fictitious
18 names. Plaintiff is informed and believes, and upon such information and belief alleges, that
19 each of the DOE Defendants is in some manner legally responsible for the damages suffered by
20 Plaintiff as alleged herein. Plaintiff will amend this Complaint to set forth the true names and
21 capacities of these Defendants when they have been ascertained, along with appropriate charging
22 allegations, as may be necessary.

23 **III. JURISDICTION AND VENUE**

24 9. This Court has personal jurisdiction over Defendant Apple because it is
25 authorized to do business in the State of California, regularly conducts substantial business
26 within this State, and has its principal U.S. business operations in California. Apple has retail
27 stores, customer service centers, and authorized retailers located throughout California,
28 including in Los Angeles County.

1 10. Venue is proper in this Court because a substantial portion of the acts and
2 omissions giving rise to Plaintiff's claims occurred in this County, and Apple maintains retail
3 and service operations here. Plaintiff purchased her Beats headphones from a retailer located in
4 Los Angeles County and experienced the defects and resulting harm here. Plaintiff also sought
5 service and replacement from Apple stores within this County.

6 11. This action arises from Defendant's uniform conduct in marketing and selling
7 defective Beats headphones—specifically, headphones that fail to function for voice calls or
8 video conferencing as advertised—to consumers in Los Angeles County and throughout
9 California.

10 12. This is a local controversy in that the claims asserted herein concern sales,
11 marketing, and consumer harms that predominantly affect residents of Los Angeles County, as
12 well as consumers throughout the State of California who purchased or used the Beats Studio
13 Pro and related models for communication purposes.

14 IV. FACTUAL BACKGROUND

15 13. The high-end headphone market is a multi-billion dollar industry, with global
16 sales projected to exceed \$28 billion by 2025. Since its launch in 2006, Beats Electronics—
17 founded by music producer Dr. Dre and record executive Jimmy Iovine—has played a dominant
18 role in shaping consumer trends in this space. Propelled by high-profile celebrity endorsements
19 from figures such as LeBron James and Kim Kardashian, Beats headphones rapidly gained
20 popularity and emerged as a cultural status symbol. By 2014, Beats had captured approximately
21 60% of the premium (\$100+) headphone market. Recognizing the brand's market dominance
22 and long-term revenue potential, Apple acquired Beats Electronics and Beats Music in May
23 2014 for approximately \$3 billion, marking one of the largest acquisitions in Apple's history.

24 14. Consumers increasingly purchase premium headphones not just for audio
25 playback, but for reliable use in voice calls and video conferencing—a trend driven by the rise
26 of remote and hybrid work. Nearly 49% of users report experiencing audio issues during video
27
28

1 calls at least once a week, highlighting the importance of clear, high-performing microphones
2 and consistent audio quality for communication purposes.³

3 15. In response to this demand, the global market for premium headphones is
4 projected to grow from \$25.1 billion in 2025 to \$72.7 billion by 2032, with smart headphones—
5 those offering features like active noise cancellation and voice optimization—expected to reach
6 \$46.6 billion in the same period.⁴ These figures confirm that consumers reasonably expect
7 premium headphones, including Apple Beats headphones to function effectively for professional
8 and everyday communication needs, and marketing claims promoting “crystal-clear call
9 performance” and “voice-targeting microphones” are central to that expectation.

10 16. Apple markets Beats headphones—including the Studio Pro, Solo Pro, and
11 Studio3—as premium products designed for both every day and professional use, with features
12 aimed at enhancing communication.⁵ Across retail channels and promotional materials, Apple
13 claims the Studio Pro offers “crystal-clear call performance” and “voice-targeting microphones
14 for enhanced call quality,” highlighting compatibility with platforms such as Zoom, FaceTime,
15 and Microsoft Teams.

16 17. Apple also advertises “personalized spatial audio with dynamic head tracking,”
17 “fully adaptive Active Noise Cancelling,” and the ability to “seamlessly switch between Apple
18 and Android devices,” positioning the headphones as universally compatible and suitable for
19 modern, hybrid work environments.

20 18. In practice, however, consumers report persistent and widespread issues with
21 voice call functionality across these Beats models. Users describe their voice as muffled, faint,
22

23 ³ ZebraCat, *Video Conferencing Statistics*, <https://www.zebracat.ai/post/video-conferencing-statistics>.

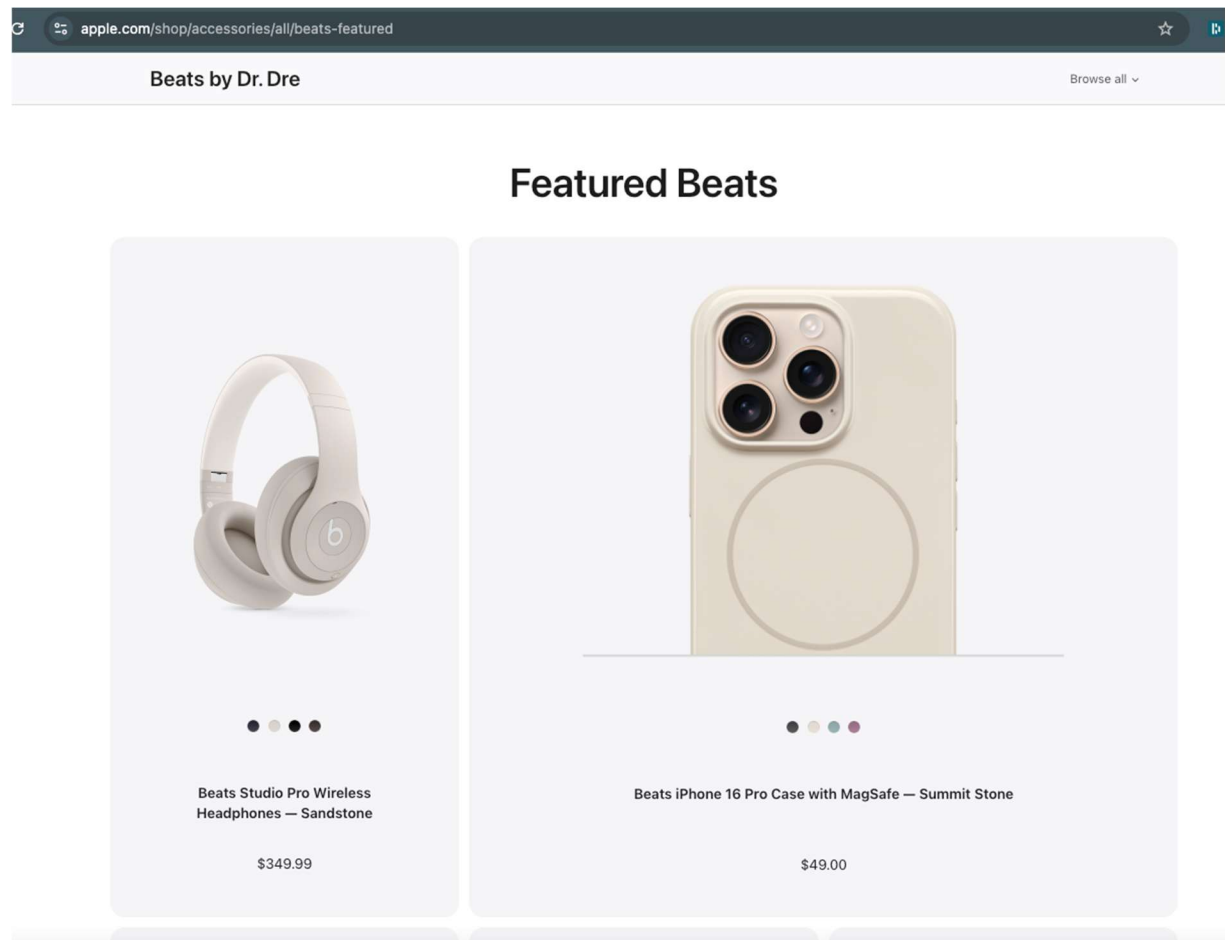
24 ⁴ Coherent Market Insights, *Premium Headphones Market Analysis & Forecast: 2025-*
25 *2032*, [https://www.coherentmarketinsights.com/market-insight/premium-headphones-market-](https://www.coherentmarketinsights.com/market-insight/premium-headphones-market-2829)
26 *2829*; Consegic Business Intelligence, *Smart Headphones Market – Size, Share, Industry*
27 *Trends, and Forecasts*, [https://www.consegicbusinessintelligence.com/smart-headphones-](https://www.consegicbusinessintelligence.com/smart-headphones-market)
28 *market*.

⁵ *Beats Studio Pro – Apple Official Site*,
[https://www.apple.com/shop/product/MQTR3LL/A/beats-studio-pro-wireless-headphones-](https://www.apple.com/shop/product/MQTR3LL/A/beats-studio-pro-wireless-headphones-sandstone?fnode)
sandstone?fnode.

1 distorted, or sounding “like they are in a tunnel or underwater,” rendering the headphones
2 unreliable for phone and video conferencing.

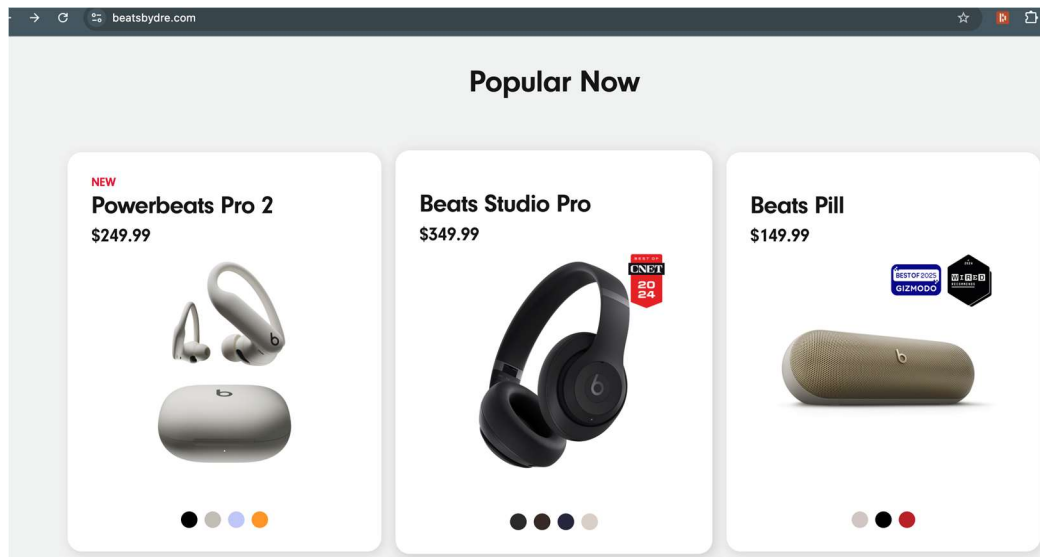
3 19. These performance failures have been documented across all major operating
4 systems—including iOS, Android, and Windows—indicating that the issues stem from the
5 headphones’ hardware or firmware, not from user error or device incompatibility.

6 20. Despite these functional shortcomings, Apple continues to prominently feature
7 the Studio Pro as the flagship Beats product on its website and retail platforms, reinforcing the
8 product’s purported suitability for communication and cross-platform use. Apple aggressively
9 markets the Studio Pro headphones on Apple’s website, on the “Accessories” page, under Beats
10 by Dre, the Studio Pro headphones are the first featured product.⁶



27
28 ⁶ Image Sources: <https://www.apple.com/shop/product/MQTR3LL/A/beats-studio-pro-wireless-headphones-sandstone?fnode>; <https://www.beatsbydre.com/>.

21. Apple's aggressive marketing is effective—Beats remains one of the most recognizable and commercially successful headphone brands in the global market. As of 2022, Beats by Dre saw a 553% increase in unit shipments, reaching 2.4 million units, due in part to



strong sales of its Studio Buds and Fit Pro models.⁷

22. Apple released the Beats Studio Pro headphones on July 19, 2023, as its flagship over-ear model featuring active noise cancellation, transparency mode, USB-C audio, and spatial audio. Retailing at \$349.99, the Studio Pro is marketed to both Apple and Android users.

23. Beats products fall under Apple's "Wearables, Home, and Accessories" category, which generated \$9.04 billion in revenue in Q4 2024 alone. While Apple does not report product-specific earnings, Beats remains a major contributor to this segment. Beats continues to occupy a significant segment of the premium wireless headphone market, leveraging Apple's global distribution channels and brand influence.

24. Beats are also highly profitable for Apple. Prior estimates indicated that certain Beats models costing under \$20 to produce were sold for as much as \$199, reflecting profit

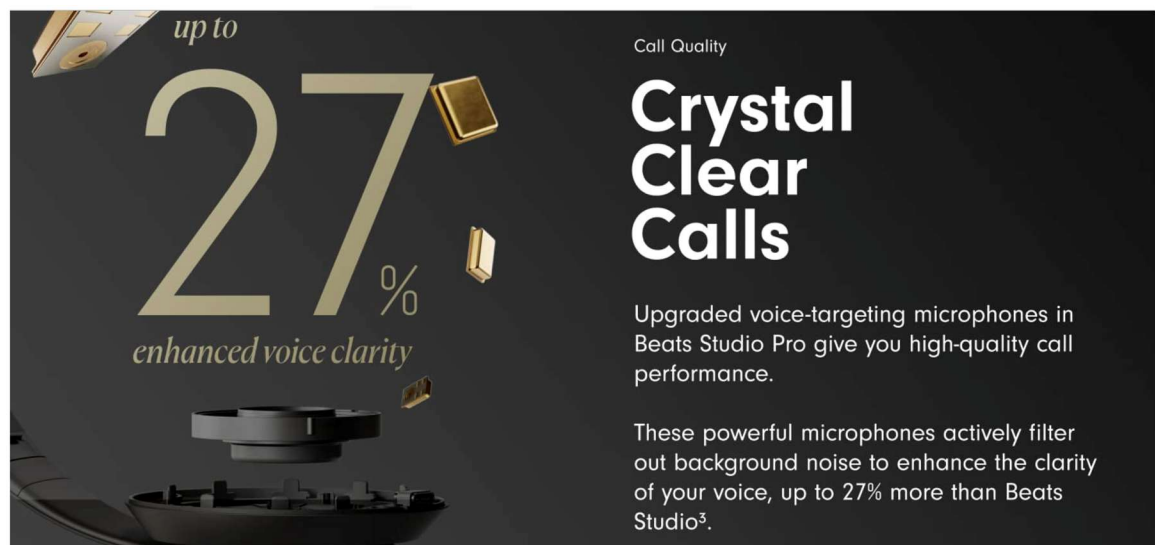
⁷ Chance Miller, *AirPods shipments fall as Beats headphones surge by 553% thanks to Studio Buds and Fit Pro*, 9to5Mac (June 6, 2022), <https://9to5mac.com/2022/06/06/airpods-shipments/>.

1 margins exceeding 800%. Though exact figures for the Studio Pro are unavailable, similar
2 markups are likely.

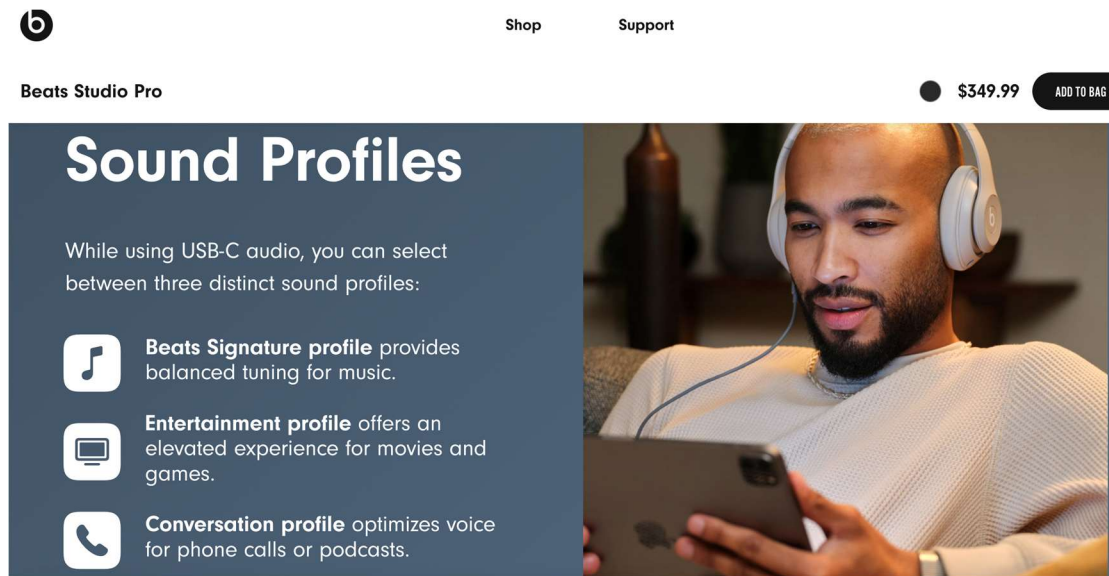
3 25. Because Beats are cheaply constructed, despite the premium price tag, they
4 perform poorly or not all as advertised. One consumer summarized it well:

5 I wanted some good quality brand name over-the-ear headphones for noise
6 cancelling quality, microphone usage (for work, or messaging), and for comfort.
7 These headphones are terrible for ALL of that. 1) Noise cancelling. I thought my
8 wireless beats (from 7 years ago) had pretty good noise cancelling so surely these
9 over the ear headphones will work. Nope. I find myself switching to
10 "transparent" mode accidentally bc SURELY this isn't considered the noise
11 cancelling mode?? Very terrible for \$180 (on sale) LET ALONE \$300??? 2)
12 Microphone usage is important since I take calls on these. When I try to
13 record voice notes, it sounds like I'm in a tunnel AND 30 ft away. Outrageous
14 for a brand OWNED by Apple. I have to disconnect my Bluetooth so I can use
15 my iPhone mic. Please save your money and spring for Sony or Bose. I'm urging
16 you to buy \$30 ones because I'm sure they'll be better. Additionally! Sound
17 quality is terrible! They sound like every day regular headphones you can buy
18 for literally \$20.

19 26. Apple specifically markets the Beats Studio Pro and other Beats Pro models as
20 premium, all-purpose headphones optimized for both entertainment and communication. On its
21 website and in promotional materials, Apple claims that Beats Studio Pro headphones deliver
22 "crystal-clear call performance," "voice-targeting microphones," and "fully adaptive Active
23 Noise Cancelling." These representations are designed to promote the idea that the headphones



are not only high-fidelity audio devices but are also reliable tools for phone calls and virtual meetings across professional and everyday settings.⁸



27. Apple reinforces these representations by emphasizing the Studio Pro’s “universal compatibility” and its ability to “seamlessly switch between Apple and Android devices.” Apple presents these headphones as ideal for hybrid work and communication, claiming that users can enjoy “enhanced call quality” and uninterrupted voice transmission across various platforms, including Zoom, FaceTime, and Microsoft Teams.

28. These representations are false and misleading because the headphones routinely fail to deliver reliable microphone performance, as users report muffled, distorted, or inaudible voice output that renders the product ineffective for its advertised purpose.

29. Apple’s advertisements of the Beats Pro headphones uniformly empathize their “LOUD AND CLEAR - Voice-targeting mics precisely filter background noise for crisp, clear call performance”.

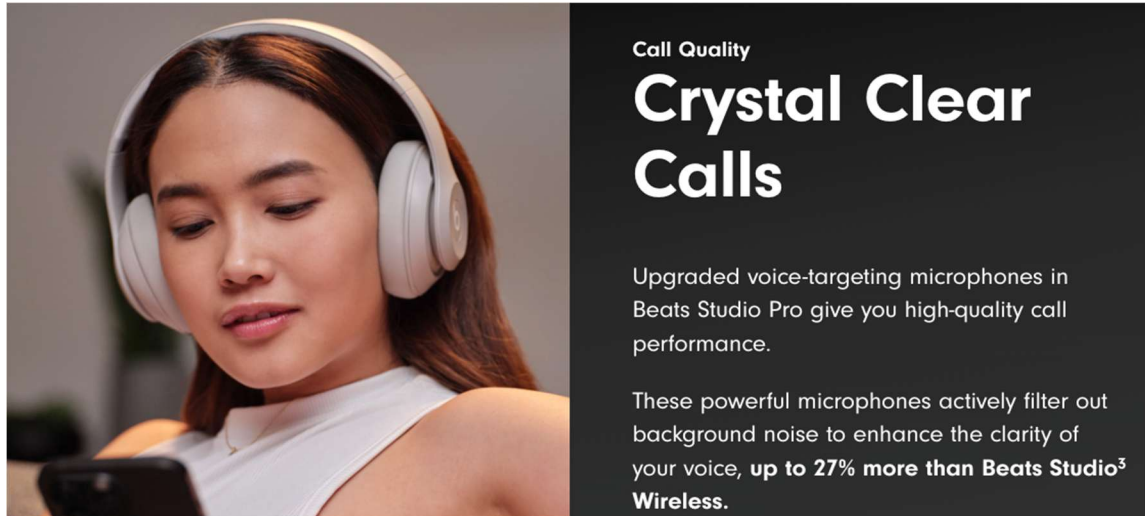
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⁸ Images Source: <https://www.beatsbydre.com/headphones/studio-pro-wireless>.



30. And on the Amazon Beats page, Apple again claims the Studio Pro headphones provide “crisp, clear call performance” :

Beats Studio Pro has six total microphones, enabling high-quality call performance as well as ANC and Transparency performance. Four microphones are dedicated to ANC and Transparency mode processing, and two beam-forming microphones are positioned out the outside of the ear cups to target your voice when on phone calls, video conferencing, or while using your voice assistant.⁹

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⁹ https://www.amazon.com/Beats-Studio-Pro-Personalized-Compatibility/dp/B0C8PR4W22?ref_=ast_sto_dp&th=1

amazon Delivering to Weisburg 26070 Update location All kim kardashian beats studio pro

beats Powerbeats Pro 2 Studio Buds Solo Buds Studio Buds+ Solo 4 Studio Pro Pill

Beats Studio Pro x Kim Kardashian – Bluetooth Noise Cancelling Headphones, Personalized Spatial Audio, USB-C Lossless Audio, Apple & Android Compatibility, Up to 40 Hours Battery Life - Earth

Visit the Beats Store 4.5 ★★★★★ 22,388 ratings

Color: Earth

Style: Studio Pro

Set: Without AppleCare+ With AppleCare+ (2 Years) Without AppleCare+

Brand: Beats

Color: Earth

Ear Placement: Over Ear

Form Factor: Over Ear

Impedance: 32 Ohm

About this item

- BEATS' CUSTOM ACOUSTIC PLATFORM delivers rich, immersive sound whether you're listening to music or taking calls.
- LOSSLESS AUDIO via USB-C plus three distinct built-in sound profiles to enhance your listening experience
- HEAR WHAT YOU WANT with two distinct listening modes: fully-adaptive Active Noise Cancelling (ANC) and Transparency mode
- ENHANCED COMPATIBILITY with one-touch pairing and a robust set of native Apple and Android features
- PERSONALISED SPATIAL AUDIO with dynamic head tracking place you at the centre of an immersive 360-degree listening experience
- LONGER LISTENING - Up to 40 hours total battery life. A 10-minute Fast Fuel charge provides up to 4 hours of additional playback.
- LOUD AND CLEAR - Voice-targeting mics precisely filter background noise for crisp, clear call performance
- ON DEVICE CONTROLS - Take calls, control your music, and activate Siri with the multi-function on-ear controls
- WIRELESSLY CONNECT to more devices with industry-leading wireless Class 1 Bluetooth for extended range and fewer dropouts
- WHAT'S IN THE BOX: Beats Studio Pro Wireless headphones, Woven carrying case, 3.5mm audio cable, Universal USB-C charging cable, Quick Start Guide, Warranty Card

31. But a virtually unending string of consumer complaints¹⁰ put Apple's advertising to the fire. One consumer succinctly summarized the problem:

The one drawback, and important one, is that **the phone calls were not up to Apple standards in my opinion. the microphone had serious flaws during calls.** People told me that the volume was uneven, my voice was in and out without any change in the position of the mic. Also, the ear cups were uncomfortable after wearing the headset for a short time (sometimes even painful). Generally, I like Apple products, but this item was definitely not up to par.

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¹⁰ <https://discussions.apple.com/thread/255391494?sortBy=rank;>
[https://www.reddit.com/r/beatsbydre/comments/1clavec/beats_studio_terrible_call_quality/.](https://www.reddit.com/r/beatsbydre/comments/1clavec/beats_studio_terrible_call_quality/)

Consumer Complaints Concerning Apple's Defective Beats Studio Pro Headphones

32. As the manufacturer, marketer and seller of Beats headphones, Apple possesses specialized knowledge about the composition of its headphones and component parts and is in a superior position to know and learn about potential defects. As evidenced by the many purchasers of the defective Beats headphones who have gone through the trouble of calling Apple and visiting online forums to complain about the Defect, Apple had notice of this Defect.

33. Hundreds of consumer complaints about the Defect in the Beats Pro headphones are posted on consumer websites, including Reddit and Amazon. The complaints reflect the early and continued manifestation of the Defect, numerous replacements of the headphones to try and remedy the issue and Apple's refusal to take responsibility for the Defect, as these samples show:

The sound quality was 'horrible' and voice transmission on web conference calls was far below acceptable. No documented way to resolve this. Not recommended for use in conference calls, Webex, Zoom, or Teams.

After about a week the voice phone quality went down the toilet...on the phone or F[ace]T[ime] and they would sound like I was underwater...called into insurance support & Apple, did basic troubleshooting we all know (unlink, turn On/Off). The problem still persisted. I purchased this on sale, but it was still a pretty penny after adding insurance. For product support to be of no real assistance, I returned them.

I think this is a listen only headphones. Microphone barely work[s] like it's so quiet. I tried multiple times with this, and it doesn't work. I tried holding the headphones in hand and talk like a phone inside it. Doesn't work.

I have the same issue with android. I have to put the "headband" part on the back of my head, so the mic is closer to my mouth. If you have long hair, be careful doing this because your hair will get stuck in the headphones to the point where I thought I would have to cut my hair to get it out.. The price point that these headphones are I expect much much better.

Bought these headphones to have a wireless option for work calls, but the microphone never seems to work with my work PC using MS Teams. Always told that my voice seems far away to others.

1 ***

2 I've had the same experience. Mic doesn't work unless plugged in via USB-C.
3 Thank you for this suggestion, probably will be returning these since it's not
4 worth having only working audio OR a working microphone for \$200+.

4 ***

5 Glad I'm not the only one. Bought them maybe a year ago...[e]very time I'm in
6 a call, the people on the other end say they cannot hear me, or that it's as if I'm
7 talking through a pillow. These really just have a terrible microphone in them
8 lol.

8 34. To ensure its Beats Pro headphones would be fit for their intended use, *i.e.*,
9 premium sound and voice call capability, Apple should have tested its Beats headphones prior
10 to selling them to consumers. Had Apple exercised reasonable care in testing its Studio Pros, it
11 would have discovered the Defect. Instead, Apple sold defective Studio Pros to Plaintiff and to
12 class members that were unfit for their intended use. One customer summarized the issue:

13 Here it comes the technological leap back! This headset does not support mic
14 input if you have a Windows laptop. So, forget about it even if you plan to use
15 for Zoom calls...how Beats /Apple could miss this is beyond me....when we talk
16 about Windows OS we are talking about 70% of market share. Almost any
17 household has a computer with some version of Windows installed...points to
18 bad design, lack of testing product before released to market....nothing on
19 instructions or box indicating lack of functionality...probably discovered after
20 release...most products are thoughtfully tested BEFORE it is put on the
21 market...here they even missed to test for basic combinations for compatibility.
22 Just bad! PS the problem has been known for quite a while (I've seen reviews
23 and complaints on both Apple and Microsoft websites for over a year. No
24 solution in sight.

21 35. Professional reviewers also found that when testing the Studio Pros, Studio3 and
22 Fit Pro Beats models, all of them did not perform as advertised.

23 The mic makes your voice sound bright but also hollow and lacking in body. The
24 quality is inconsistent, so during a phone call, the quality can noticeably dip for
25 a few seconds before recovering. The manufacturer advertises better call quality
26 via USB-C. However, we found only a small improvement via USB-C if you're
27 in a quiet area... The mic has a disappointing noise-handling performance. It can
28 separate your voice somewhat from moderate noise, like at the office, but it'll still
be audible in the background. With louder noise, like a train passing, your voice
gets completely drowned out. Again, the manufacturer advertises a better mic

1 performance via USB-C, and we didn't find much noticeable difference with that
2 connection.

3 *-Review of Beats Studio Pros -RTNGS.com*

4 ***

5 ... a downside to the Beats Solo Pro, it's the microphone. The beam-forming
6 mics led me to have high hopes for the microphone quality. Unfortunately, low-
7 end attenuation is too great to accurately reproduce vocals. As illustrated by the
8 demonstration below, my voice sounds muffled, distant, and outstandingly
9 inaccurate. Put plainly, you're best off using your smartphone's microphone for
10 both professional and personal calls.... As of December 13, 2022, 1,493
11 readers—roughly 70% respondents—have rated the above mic sample as
12 somewhere between “bad” and “okay.” This is a below average result for this
13 kind of microphone system.

14 *-Review of the Beats Solo Pro -SoundGuys*

15 ***

16 The internal microphone demos highlight that voices sound slightly muffled, and
17 background noise causes distortions, making this headset less than ideal for
18 anything but a quiet environment.

19 *-Review of Beats Studio 3 -SoundsGuys*

20 36. Even on Apple's own website, consumers have complained repeatedly about the
21 Beats Pro models for use on calls:

22 When trying to use my new Beats Studio Pros with my windows 10 laptop, my
23 coworkers said they could hardly hear me on a [Microsoft] [T]eams call.
24 Thinking it may just be a [T]eams thing, I poked around in settings and even tried
25 and audio test. ***Turns out it's hardly picking up my voice at any time and not
26 just in teams.*** When comparing to the built in mic of the lap top I can see the
27 level move when I speak, and nothing at all for the headphones. ... If it's really
28 that bad on a laptop I don't know if I can keep these.

... The beats studio pro microphone does not work on Microsoft windows
desktops. You can hear fine, but the microphone doesn't work. When using teams
beats microphone does not work there is no volume coming out of it. I have tested
it in the system, and it shows no volume you can hear fine, but the microphone
is not working. I connect other wireless headphones or earbuds and they all
worked fine. Two different desktops and both have the same problem...at this
point they are completely useless with a PC...you can hear but nobody hears you
when you talk...hopefully Beats fixes this.

...has someone find a solution for this? We have the same issue my teammates
can hardly hear me on teams call when connected the beats studio pro to the
computer (windows 10 64 bits very new computer)...Who can we call attention
to Apple to fix this? it is not possible we purchase a headphone and doesn't work
for the purpose we purchase them. I really need apple support for this, and I

1 contacted local [A]pple service center and they told me they just can check the
2 headphones but not software or compatibility with the PC, so I don't know what
3 to do!!

4 ***

5 37. Apple continues to manufacture, market, and sell its defective Studio Pro
6 headphones even after endless consumer complaints about the Defect. And Apple continues to
7 profit from the sale of defective Studio Pro headphones, while Plaintiff and class members
8 incurred damages, including the price they paid to purchase the Beats headphones and the costs
9 to repair or replace them.

10 38. Plaintiff and class members each have spent hundreds of dollars on Beats
11 headphones that do not function properly.

12 39. In fact, as numerous consumers have pointed out, the problem is not only that
13 Apple sells headphones that fail to deliver on their advertised promise of “crystal-clear call
14 performance”—it is that Apple fails to meaningfully acknowledge or remedy the issue when
15 complaints arise.

16 40. When users contact Apple support to report microphone malfunctions during
17 voice or video calls, they are frequently met with generic troubleshooting steps such as resetting
18 the headphones or updating firmware—solutions that do not resolve the underlying defect. Some
19 consumers have been told that Apple is “aware of the issue” and “working on a fix,” but no
20 timeline or resolution is offered. Others are advised to exchange their headphones, only to
21 receive replacement units plagued by the same problems. Several users, including Ms. Feeney,
22 have gone through multiple sets of Beats Studio Pro headphones, encountering the same
23 recurring defect: the inability to be reliably heard during phone or video calls, across Apple,
24 Android, and Windows devices.

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Plaintiff Kimberly Feeney’s Defective Beats Studio Pro headphones and Repeated Attempts at Warranty Repair

41. Ms. Feeney purchased the Beats Studio Pro x Kim Kardashian Edition in November 2024, from an authorized third-party online retailer for an advertised sale price of \$159.99. She intended to use her headphones primarily for work calls and video meetings.

42. Prior to her purchase, in or around November 2024, Ms. Feeney went onto the Amazon website and saw that the Beats Studio Pro headphones were advertised to be “optimized for voice calls” with “enhanced microphones.” Ms. Feeney purchased her headphones in reliance on this misrepresentation.

43. When Ms. Feeney began attempting to use her headphones for Microsoft Teams and Zoom meetings, then voice calls and voice memos, in the month after her purchase, she immediately realized the product was unusable for these purposes which were the primary motivation for her purchase. She attempted multiple troubleshooting steps—including reporting the issue to the Apple Genius bar, chatting with Apple customer support, and obtaining two replacement sets of headphones, rebooting the headphones, disconnecting and re-pairing them with her devices, and installing software updates—but the microphone issues persisted. In an effort to resolve the problem, Ms. Feeney visited an Apple Store, where a technician confirmed that the headphones produced extremely low or inaudible volume during calls and when recording voice memos.

44. Ms. Feeney brought the headphones to the Apple Store on two separate occasions. Each time, Apple technicians tested the headphones and were able to replicate the defects: low or nonexistent microphone input during calls, voice memos, voice commands (*e.g.*, “Hey Siri”), and video recordings. Apple acknowledged the issue but informed her that the only available remedy was a replacement pair of the same model. Ms. Feeney was given replacement units on both occasions—but each pair displayed the same defect as the initial pair she had purchased.

45. On March 5, 2025, Plaintiff contacted Apple Support again, this time via the company’s online chat feature. After explaining the ongoing microphone issues, an Apple

1 Advisor responded by stating, “I understand Kimberly in this case. There is something you must
2 take into account. In general, *headphones of this style are not designed to talk through calls or*
3 *meetings. Because these do not have microphones such as a headset that incorporate a plastic*
4 *bar that is direct to the microphone. These Beats models are used specifically to play*
5 *multimedia content or listen to music mainly. That’s why when you try to talk through them*
6 *you won’t hear well due to a lack of a direct microphone.”*

7 46. This is the exact opposite of what the Beats headphones are advertised to do.
8 Plaintiff thus brings this consumer class action as a result of Defendant’s deceptive marketing
9 of Beats headphones, which suffer from a material defect: the built-in microphone frequently
10 malfunctions during phone calls and video conferencing, contrary to Apple’s express
11 representations.

12 47. Through widespread advertising campaigns, Defendant has misrepresented the
13 capabilities of the Beats headphones. Apple repeatedly touts the headphones’ voice clarity,
14 stating that the product features “voice-targeting microphones” that “precisely filter background
15 noise for crisp, clear call performance” and “six total microphones enabling high-quality call
16 performance.” These marketing claims are prominently featured on Apple’s website, product
17 packaging and third-party distribution channels and are reinforced by Apple’s status as a
18 premium brand with a reputation for high-performance devices.

19 48. But the Beats headphones are not capable of delivering the voice clarity and
20 functionality that Apple promises. The microphone frequently malfunctions, cutting out
21 completely or producing distorted, muffled, or faint audio. Consumers report that their voices
22 sound as if they are “speaking from a tunnel” or “underwater,” and in some cases, the
23 microphone fails to register any audio at all. These issues persist across various devices and
24 communication platforms, rendering the headphones unfit for their marketed purpose.

25 49. Despite numerous consumer complaints and negative reviews highlighting this
26 defect, Defendant has not publicly acknowledged the microphone issue or made any meaningful
27 effort to resolve it.
28

1 50. Reliable microphone functionality is a core and material feature of the Beats
2 headphones. Given that the headphones are expressly marketed for call and conferencing use, a
3 defective microphone renders the Product unable to perform its essential functions and therefore
4 essentially worthless for its advertised purpose.

5 51. Reasonable consumers expect that high-end headphones will perform as
6 advertised, particularly when purchased at a premium price. In a time where remote work and
7 mobility are necessary and highly valued elements of everyday life, consumers heavily rely on
8 their electronic devices performing consistently and reliably. Headphones marketed as offering
9 “optimized voice performance” are expected to deliver on that promise, especially when used
10 for essential daily functions like professional phone calls, virtual meetings, and video
11 conferencing. Plaintiff and members of the Class would not have purchased the Beats
12 headphones—or would have paid significantly less—had they known the headphones suffer
13 from a critical microphone defect that undermines their advertised utility.

14 V. CLASS ACTION ALLEGATIONS

15 52. Plaintiff brings this action on behalf of herself, and all others similarly situated,
16 pursuant to California Code of Civil Procedure (“CCP”) § 382.

17 53. The proposed classes consist of the following:

18 **Nationwide:** All consumers residing in the state of California who purchased
19 Apple Beats Studio Pro series, including the Beats Fit Pro, Beats Solo Pro, and
20 Beats Studio 3, from the period of July 9, 2021 to the present (the “Nationwide
Class Period”).

21 **California:** All consumers residing in the state of California who purchased
22 Apple Beats Studio Pro series, including the Beats Fit Pro, Beats Solo Pro and
23 Beats Studio 3, from the period of July 9, 2021 to the present (the “California
Class Period”).

24 54. The following persons and entities are excluded from the proposed classes:
25 Defendants, their employees, contractors, officers, directors, legal representatives, heirs,
26 successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and
27 their employees; and the judicial officers and their immediate family members and associated
28 court staff assigned to this case.

1 55. This action is properly brought as a class action for the following reasons:

- 2 a) The proposed class is so numerous that the joinder of all Class Members is
- 3 impracticable. While Plaintiff does not know the exact number and identity
- 4 of all Class Members, Plaintiff is informed and believes that there are
- 5 thousands of Class Members. The precise number of Class Members can be
- 6 ascertained through discovery, which will include Defendants' business
- 7 records;
- 8 b) The disposition of Plaintiff's and the Class Members' claims in a class action
- 9 will provide substantial benefits to both the parties and the Court;
- 10 c) The proposed class is ascertainable and there is a well-defined community of
- 11 interest in the questions of law or fact alleged herein since the rights of each
- 12 proposed class member were infringed or violated in the same fashion;
- 13 d) There are questions of law and fact common to the proposed class which
- 14 predominate over any questions that may affect particular Class Members.
- 15 Such common questions of law and fact include, but are not limited to:

- 16 1. Whether the Beats headphones were defective in design and/or
- 17 manufacture, and unfit for their intended purpose, particularly with respect
- 18 to voice call functionality.
- 19 2. Whether Apple falsely or deceptively advertised the Beats headphones as
- 20 "optimized for voice calls" and misrepresented their capabilities through
- 21 marketing, warranties, and promotional materials.
- 22 3. Whether Apple breached express and implied warranties, including the
- 23 implied warranty of merchantability, by selling defective Beats headphones.
- 24 4. Whether Apple engaged in false advertising and deceptive business
- 25 practices in violation of California's False Advertising Law (Bus. & Prof.
- 26 Code § 17500), Unfair Competition Law (Bus. & Prof. Code § 17200 et
- 27 seq.), and Consumer Legal Remedies Act (Civ. Code § 1750 et seq.).
- 28 5. Whether Apple intentionally or negligently misrepresented or omitted
- material facts, and whether Class members relied on such
- misrepresentations in purchasing the headphones.

1 6. Whether Plaintiffs and Class members suffered economic harm as a
2 result of Apple's conduct, including the failure to receive the benefit of their
bargain.

3 7. Whether Apple was unjustly enriched by retaining funds from the sale of
4 defective Beats headphones.

5 8. Whether Plaintiffs and Class members are entitled to compensatory,
6 statutory, and exemplary damages, restitution, attorneys' fees, equitable
relief, and injunctive relief prohibiting further deceptive conduct.

7
8 e) Plaintiff's claims are typical of the claims of the Class Members. Plaintiff and
9 all Class Members have been injured by the same wrongful practices of
10 Defendants. Plaintiff's claims arise from the same practices and conduct that
11 give rise to the claims of all Class Members and are based on the same legal
theories;

12 f) Plaintiff will fairly and adequately protect the interests of the proposed class
13 in that they have no interests antagonistic to those of the other proposed Class
14 Members, and Plaintiff has retained attorneys experienced in consumer class
15 actions and complex litigation as counsel;

16 g) A class action is superior to other available methods for the fair and
17 efficient adjudication of this controversy for at least the following reasons:

18 1) Given the size of Class Members' claims and the expense of
19 litigating those claims, few, if any, Class Members could afford
20 to or would seek legal redress individually for the wrongs
21 Defendant committed against them, and absent Class Members
22 have no substantial interest in individually controlling the
23 prosecution of individual actions;

24 2) This action will promote an orderly and expeditious
25 administration and adjudication of the proposed class claims, and
26 economies of time, effort and resources will be fostered, and
27 uniformity of decisions will be ensured;
28

1 only a temporary fix: new or refurbished Studio Pro headphones which contained the same
2 defect.

3 61. Additionally, by advertising that Studio Pro headphones are “optimized for call
4 performance,” Apple expressly warranted to Plaintiff and Class members that the Studio Pro
5 headphones would work for their intended purpose when used for calls or video conferencing.

6 62. Such statements became the basis of the bargain for Plaintiff and other Class
7 members because such statements are among the facts a reasonable consumer would consider
8 material in the purchase of high-end sport headphones.

9 63. Apple breached this express warranty by delivering Beats Pro headphones that
10 do not deliver as promised and fail to provide “crystal-clear” quality sound for phone calls. As
11 a result of the foregoing breaches of express warranty, Plaintiff and the Class have been damaged
12 in that they purchased Beats Pros that could not perform as warranted, did not receive the benefit
13 of the bargain of their Beats Pros purchase, and did not receive an adequate repair or replacement
14 headphones under Apple’s one-year warranty.

15 64. Plaintiff and the class seek all damages permitted by law in an amount to be
16 determined at trial.

17 **COUNT II**

18 ***(Breach of Implied Warranty of Merchantability –*** 19 ***California Civil Code § 1791, et seq.)***

20 65. Plaintiff hereby refers to and incorporates by reference each and every allegation
21 contained in the preceding paragraphs of this Complaint.

22 66. The Studio Pros are a “consumer good” within the meaning of *Civil Code* §
23 1791(a). Plaintiff and members of the Class are “buyers” within the meaning of *Civil Code* §
24 1791(b). Apple is a “manufacturer” of the Studio Pros within the meaning *Civil Code* § 1791(j).

25 67. Apple impliedly warranted to Plaintiff and Class members that its Studio Pros
26 were “merchantable” within the meaning of *Civil Code* §§ 1791.1(a) and 1792; however, the
27 Studio Pros do not have the quality that a buyer would reasonably expect and were therefore not
28 merchantable.

1 Pursuant to *Civil Code* § 1791.1(a):

2 ‘Implied warranty of merchantability’ or ‘implied warranty that goods
3 are merchantable’ means that the consumer goods meet each of the
4 following:

- 5 (1) Pass without objection in the trade under the contract description;
6 (2) Are fit for the ordinary purposes for which such goods are used;
7 (3) Are adequately contained, packaged, and labeled; and
8 (4) Conform to the promises or affirmations of fact made on the
9 container or label.

10 68. The Studio Pro headphones fail to perform as warranted and would not pass
11 without objection in the trade, as they do not provide reliable—or even feasible—functionality
12 for voice calls or video conferencing, undermining a core purpose for which they are marketed
13 and purchased.

14 69. Similarly, the Studio Pros’ failure to provide functional noise-cancelling support
15 for voice transmission renders them unfit for the ordinary purposes for which such goods are
16 used, including clear communication during phone and video calls.

17 70. The Studio Pros are not adequately contained, packaged, and labeled because the
18 labeling represents that they are optimized for crystal clear voice calls, which they are not. For
19 the same reason, the Studio Pros do not conform to the promises or affirmations of fact made on
20 the container or label.

21 71. Apple thus breached the implied warranty of merchantability. Notice of breach
22 is not required because Plaintiff and the other Class members did not purchase their Studio Pros
23 directly from Apple.

24 72. As a direct and proximate result of Apple’s breach of the implied warranty of
25 merchantability, Plaintiff and the other Class members did not receive the benefit of their bargain
26 and received goods with a defect that substantially impairs their value to Plaintiff and Class
27 members. Plaintiff and Class members were damaged as a result of the defect in the Studio Pros,
28 the product’s malfunctioning, and the nonuse of their Studio Pros.

73. Pursuant to *Civil Code* §§ 1791.1(d) and 1794, Plaintiff and the Class members
are entitled to damages and other legal and equitable relief including, at their election, the

1 purchase price of their Studio Pros or the overpayment or diminution in value of their Studio
2 Pros.

3 74. Pursuant to *Civil Code* § 1794, Plaintiff and the Class members are entitled to
4 costs and attorneys' fees.

5 **COUNT III**

6 ***(Violation of California's Consumer Legal Remedies Act,***

7 ***Civil Code §§ 1750, et seq.)***

8 75. Plaintiff hereby refers to and incorporates by reference each and every allegation
9 contained in the preceding paragraphs of this Complaint.

10 76. Defendant Apple is a "person" as defined by *Civil Code* § 1761(c). Plaintiff and
11 the Class Members are consumers within the meaning of *Civil Code* § 1761(d). The purchase of
12 the Products by Plaintiff and the Class are "transactions" within the meaning of *Civil Code* §
13 1761(e). The Products purchased by Plaintiff and the Class are "goods" within the meaning of
14 *Civil Code* § 1761(a).

15 77. The Consumers Legal Remedies Act ("CLRA") set forth at *Civil Code* § 1750,
16 *et seq.* prohibits "unfair or deceptive acts or practices undertaken by any person in a transaction
17 intended to result or which results in the sale or lease of goods or services to any consumer[.]"
18 Cal. Civ. Code § 1770(a).

19 78. Apple has engaged in unfair or deceptive trade practices that violated *Civil Code*
20 § 1770(a), as described herein, by, among other things, failing to disclose the defective nature
21 of the Studio Pros, representing that the Studio Pros had characteristics and benefits that they do
22 not have (*e.g.*, optimized for crystal clear voice calls, premium microphones with enhanced
23 voice clarity, etc.), representing that the Studio Pros were of a particular standard, quality, or
24 grade when they were of another, and advertising Studio Pros with the intent not to sell them as
25 advertised. *See* Cal. Civ. Code §§ 1770(a)(5), (a)(7), (a)(9).

26 79. Apple knew, should have known, or was reckless in not knowing that its products
27 did not have the qualities, characteristics, and functions it represented, warranted, and advertised
28 them to have.

80. Plaintiff and Class members are reasonable consumers who expected that their Studio Pros would work as represented.

81. As a result of Apple's conduct and unfair or deceptive acts or practices, Plaintiff and Class members suffered actual damages in that the Studio Pros do not function as represented and are not worth the amount paid and Apple has deprived Plaintiff and Class members the benefit of the bargain.

82. Pursuant to § 1782(a) of the CLRA, on April 22, 2025, Plaintiff's counsel notified Defendant in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that within thirty (30) days from that date, it rectify the problems associated with the actions detailed above. The letter also stated that if Defendant refused to do so, a complaint seeking damages in accordance with the CLRA would be filed. Thirty days elapsed, and Defendant failed to rectify the unlawful, unfair, false, and/or deceptive practices alleged herein. On July 14, 2025, Plaintiff's counsel sent a supplemental CLRA demand to Defendant by certified mail. Defendant also failed to rectify its practices within 30 days from receipt of that supplemental CLRA demand.

83. Additionally, by their conduct described in this Complaint, Defendant has violated *Civil Code* § 1770(a)(5), (7), (9), (14), and (16).

84. Under *Civil Code* § 1780, Plaintiff and the Class Members seek appropriate equitable relief, including an order enjoining Defendant Apple from the unlawful practices described herein, as well as recovery of attorneys' fees and costs of litigation, restitution of property, actual damages, punitive damages, and any other relief the Court deems proper.

85. Additionally, any of the Plaintiff or Class Members that are senior citizens or disabled persons, as defined in *Civil Code* §§ 1780(b)(1) and 1781(f) and (g), may seek and be awarded up to an additional \$5,000 for physical, emotional, or economic damage.

COUNT IV

(Violation of California's Unfair Competition Law,

Bus. & Prof. Code §§ 17200, et seq.)

///

1 86. Plaintiff hereby refers to and incorporates by reference each and every allegation
2 contained in the preceding paragraphs of this Complaint.

3 87. Defendant’s conduct described herein violates each of the three prongs of the
4 Unfair Competition Law (the “UCL”), codified at California Business and Professions
5 Code § 17200, *et seq.*, as it constitutes unlawful, unfair, and fraudulent under each of the
6 statute’s three independent liability theories.

7 88. The UCL prohibits, and provides civil remedies for, “unfair competition.” Its
8 purpose is to protect both consumers and competitors by promoting fair competition in
9 commercial markets for goods and services. In service of that purpose, the Legislature framed
10 the UCL’s substantive provisions in broad, sweeping language.

11 89. By defining unfair competition to include “any unlawful, unfair or fraudulent
12 business act or practice,” the UCL permits violations of other laws to be treated as unfair
13 competition that is independently actionable and sweeps within its scope acts and practices not
14 specifically proscribed by any other law.

15 90. The UCL imposes strict liability. Plaintiff need not prove that Defendant
16 intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—but
17 only that such practices occurred.

18 91. Apple’s conduct related to the sale of its defective Beats Pros violated each of
19 this statute’s three prongs.

20 ***Unlawful Prong***

21 92. Apple committed an unlawful business act or practice in violation of *California*
22 *Business & Professions Code* § 17200, *et seq.*, by their violations of the CLRA, Cal. Civ. Code
23 § 1750, *et seq.*, as set forth above, by the acts and practices set forth in this Complaint.

24 ***Unfair Prong***

25 93. Apple committed unfair business acts and practices in violation of *California*
26 *Business & Professions Code* § 17200, *et seq.*, when it sold Studio Pros that contained a defect
27 causing them to fail to perform during voice calls, Zoom or tele-conferencing; when it
28 represented that the Studio Pros’ “voice-targeting microphones give you high-quality call

performance”, when in fact they cannot; and, when in response to requests for replacement Studio Pros under Apple’s warranty, Apple sent consumers headphones that contained the same defect.

Fraudulent Prong

94. Apple committed fraudulent business acts and practices in violation of *California Business & Professions Code* § 17200, *et seq.*, when it affirmatively and knowingly misrepresented that the Studio Pros were optimized for crystal clear voice calls by actively filtering out background noise to enhance the clarity of your voice, when in fact they cannot; and, when in response to requests for replacement Studio Pros under Apple’s warranty, Apple sent consumers headphones that contained the same defect. Apple’s representations and concealment of the defect are likely to mislead the public with regard to the true defective nature of the Studio Pros.

95. As a direct and proximate result of Apple’s unfair and deceptive practices, Plaintiff and Class members suffered and will continue to suffer actual damages.

96. As a result of its unfair and deceptive conduct, Apple has been unjustly enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and Class members pursuant to *California Business & Professions Code* §§ 17203 and 17204.

97. Plaintiff and the Class further seek an order enjoining Apple’s unfair or deceptive acts or practices, and an award of attorneys’ fees and costs under CCP § 1021.5.

COUNT V

(Fraudulent Misrepresentation & Concealment)

98. Plaintiff hereby refers to and incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint.

99. Apple engaged in fraudulent and deceptive conduct by intentionally misrepresenting and concealing material facts regarding the functionality of Beats headphones, including the Beats Studio Pro. Through uniform advertising, marketing materials, product packaging, and representations on its website and in retail channels, Apple falsely claimed that the headphones were “optimized for voice calls” and equipped with “voice-targeting

1 microphones for enhanced call quality,” when in fact they suffered from serious microphone
2 defects that rendered them unreliable for such use.

3 100. These representations were material to reasonable consumers and were uniformly
4 disseminated to Plaintiff and Class members across all sales channels nationwide. Plaintiff and
5 Class members relied on these misrepresentations in deciding to purchase Beats headphones,
6 reasonably believing they were suitable for phone and video calls, voice commands, and other
7 communication purposes.

8 101. Apple also omitted and suppressed the material fact that Beats headphones
9 routinely failed during voice calls across multiple platforms and operating systems. Despite
10 being aware of widespread consumer complaints and confirming defects through internal
11 support channels and in-store diagnostics, Apple failed to disclose this information to
12 prospective buyers.

13 102. Apple’s actions constitute “actual fraud” under *Civil Code* § 1572 because Apple:

14 103. Knowingly made false representations about the headphones’ voice call
15 functionality by:

- 16 a. Positively asserting those representations without reasonable basis;
- 17 b. Suppressing material facts regarding the defects; and/or
- 18 c. Promising to deliver headphones that could function as described, with
19 no intent to do so.

20 104. Apple’s conduct also constitutes “deceit” as defined in California *Civil Code* §
21 1710, in that Apple willfully deceived Plaintiff and Class members with the intent to induce
22 them to alter their position—to their detriment—by purchasing defective headphones.

23 105. Apple’s fraudulent conduct, omissions, and concealment were uniform across all
24 Class members, and Apple’s failure to disclose the known defect deprived Plaintiff and the Class
25 of the benefit of their bargain.

26 ///

27 ///

28 ///

COUNT VI***(Negligence)***

106. Plaintiff hereby refers to and incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint.

107. Apple owed a duty to Plaintiff and the Class to exercise reasonable care in the design, manufacture, marketing, and sale of its Beats headphones, including the Beats Studio Pro and other affected models. This duty includes ensuring that the products were free from material defects and fit for their intended purpose.

108. Apple breached that duty by designing, manufacturing, and distributing headphones that were defective and unfit for their advertised use, particularly for voice calls and virtual communication. Apple also breached its duty by failing to adequately test the product and by misrepresenting its functionality in marketing materials.

109. As a direct and foreseeable result of Apple's negligence, Plaintiff and Class members purchased defective headphones, suffered economic harm, and did not receive the benefit of their bargain.

110. Plaintiff's and Class members' injuries—including financial loss and the inability to use the product as advertised—were proximately caused by Apple's negligent conduct, as alleged above.

COUNT VII***(Unjust Enrichment)***

111. Plaintiff hereby refers to and incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint.

112. Plaintiff and Class members conferred a benefit upon Defendant Apple by purchasing Beats headphones—including the Studio Pro and other affected models—and paying a premium price based on Apple's express representations regarding product quality and functionality.

113. Apple knowingly accepted and retained this benefit under circumstances that make it unjust and inequitable for Apple to retain those funds without restitution. Specifically,

1 Apple retained money paid by Plaintiff and Class members despite selling headphones that were
2 defective and failed to perform as advertised, particularly in their marketed voice call
3 capabilities.

4 114. Plaintiff and Class members reasonably relied on Apple's representations that the
5 Beats headphones were "optimized for voice calls," included "voice-targeting microphones,"
6 and were suitable for use on platforms such as Zoom and Microsoft Teams. Plaintiff and Class
7 members made their purchases in reliance on these material representations.

8 115. As a result of the undisclosed defects, Plaintiff and Class members received less
9 than the value they paid for. The headphones did not perform as promised or warranted, and thus
10 Plaintiff did not receive the benefit of their bargain.

11 116. Had Plaintiff and Class members known of the defect, they would not have
12 purchased the Beats headphones or would have paid significantly less for them.

13 117. Under California law, a claim for unjust enrichment may be stated as a cause of
14 action in restitution. *Hirsch v. Bank of America* (2003) 107 Cal.App.4th 708, 717 ("The elements
15 of an unjust enrichment claim are the receipt of a benefit and the unjust retention of the benefit
16 at the expense of another.")

17 118. As a result of its wrongful conduct, Apple has been unjustly enriched and should
18 be required to disgorge all profits, revenues, and benefits it obtained from the sale of defective
19 Beats headphones.

20 PRAYER FOR RELIEF

21 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
22 prays for judgment against Defendant as follows:

- 23 (a) Certifying this action as a class action, appointing Plaintiff as the Class
24 representative, and designating the undersigned as Class counsel;
- 25 (b) A declaration that Defendant is financially responsible for notifying Class
26 members of the pendency of this suit;
- 27 (c) A judgment awarding Plaintiff and all Class members restitution and/or other
28 equitable relief, including, without limitation, restitutionary disgorgement of all

profits and unjust enrichment that Defendant obtained from Plaintiff and the Class as a result of the unlawful, unfair and/or fraudulent business practices described herein;

- (d) A judgment awarding Plaintiff and the Class damages under common law and/or by statute, and punitive damages;
- (e) An order enjoining Defendant from continuing to violate the UCL and/or FAL as described herein, and/or an order enjoining Defendant from violating the UCL and/or FAL in the future;
- (f) Additional awards of up to \$5,000.00 for physical, emotional, or economic damage for all senior citizen and disabled Class Members, pursuant to *Civil Code* § 1780(b)(1);
- (g) A judgment awarding Plaintiff and Class members their costs of suit, including reasonable attorneys' fees pursuant to CCP § 1021.5 and as otherwise permitted by statute or law, and pre- and post-judgment interest; and
- (h) Granting such other and further relief as this Court may deem just and proper.

Respectfully submitted,

Dated: August 20, 2025

/s/ Helen I. Zeldes

**SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP**

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*Attorneys for Plaintiff Kimberly Feeney
and the Proposed Class.*

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DEMAND FOR JURY TRIAL

Plaintiff and the Class Members hereby demand a trial by jury on all causes of action so triable.

Respectfully submitted,

Dated: August 20, 2025

/s/ Helen I. Zeldes

**SCHONBRUN SEPLOW HARRIS
HOFFMAN & ZELDES, LLP**

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and the Proposed Class.*

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1. I am a Plaintiff in this action, and I am a resident and citizen of the State of California. I have personal knowledge of the facts alleged herein and, if called as a witness, I could and would testify competently thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed in Los Angeles, California on 8/20/2025 .

Kimberly Feeney

Exhibit B

SUM-100

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

APPLE, INC., a California Corporation; and DOES 1-10.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

KIMBERLY FEENEY, an individual, on behalf of themselves and all others similarly situated.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/20/2025 3:53 PM
David W. Slayton,
Executive Officer/Clerk of Court
By J. Nunez, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk Courthouse

111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

25STCV24599

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Helen Zeldes, Amy Johnsgard, SSHHZ, LLP, 501 W. Broadway, Ste. 800 San Diego, CA 92101-3546 Tel: (619) 400-4990

DATE:

(Fecha) 08/20/2025

Clerk, by

David W. Slayton, Executive Officer/Clerk of Court

, Deputy

(Secretario)

J. Nunez

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.60 (minor)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.70 (conservatee)

☐ CCP 416.40 (association or partnership)

☐ CCP 416.90 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

Exhibit C

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Helen Zeldes, SBN 220051; Amy Johnsgard, SBN 279795; Summer Wright, SBN 358428 SSHH & Z, LLP, 501 W. Broadway, Ste. 800, San Diego, CA 92101-3546		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 8/20/2025 3:53 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Nunez, Deputy Clerk	
TELEPHONE NO.: (619) 400-4990 FAX NO.: (310) 399-7040 EMAIL ADDRESS: hzeldes@sshhzlaw.com; aj@sshhzlaw.com; swright@sshhzlaw.com ATTORNEY FOR (Name): Attorneys for Plaintiff			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: FEENEY v. APPLE, INC.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 25STCV24599
		JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): 1. Breach of Express Warranty; 2. Breach of Implied Warranty of Merchantability; 3. CLRA;
5. This case ☒ is ☐ is not a class action suit. 4. UCL; 5. Fraud; 6. Negligence; 7. Unjust Enrichment
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: August 20, 2025

Helen I. Zeldes

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award
(*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint
Case (*non-tort/non-complex*)
Other Civil Complaint
(*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE
FEENEY v. APPLE, INC.CASE NUMBER
25STCV24599**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION****(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)****This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court**

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE FEENEY v. APPLE, INC.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE FEENEY v. APPLE, INC.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE FEENEY v. APPLE, INC.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

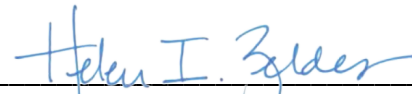
SHORT TITLE FEENEY v. APPLE, INC.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS:
CITY:	STATE:	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 08/20/2025



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

Exhibit D

ATTORNEY OR PARTY WITHOUT ATTORNEY (name and Address) Schonbrun Seplow Harris Hoffman & Zeldes, LLP Helen I. Zeldes (SBN 220051) Amy C. Johnsgard (SBN 279795) Summer Wright (SBN 358428) 501 W. Broadway, Ste. 800 San Diego, CA 92101 Tel:(619) 400-4990 / Fax: (310) 399-7040 Email: hzeldes@sshhzlaw.com; ajohnsgard@sshhzlaw.com; swright@sshhzlaw.com ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 9/15/2025 12:16 PM David W. Slayton, Executive Officer/Clerk of Court, By G. Carini, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: KIMBERLY FEENEY DEFENDANT/RESPONDENT:: APPLE, INC., et al.	CASE NUMBER: 25STCV24599
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☒ Alternative Dispute Resolution (ADR) Information Packet
 - d. ☒ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): **CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; MINUTE ORDER; NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE; INITIAL STATUS CONFERENCE ORDER (COMPLEX CLASS ACTIONS)**

3.a. Party served: (specify name of party as shown on documents served):

APPLE, INC., a California Corporation

- b. Person served (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)(specify name and relationship to the party named in item 3a):

CT Corp, Registered Agent by serving John Montijo, Intake Specialist

4. Address where the party was served: **330 N. Brand Blvd. , Suite 700
Glendale, CA 91203**

5. I served the party (check proper box)

- a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): **9/11/2025** 2) at: (time) : **12:37pm**

- b. ☐ **by substituted service.** On (date): at: (time) . I left the documents listed in item 2

with or in the presence of (name and title or relationship to the person indicated in item 3):

- (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
- (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
- (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
- (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): (city): or ☐ a declaration of mailing is attached.

PLANTIFF/PETITIONER: KIMBERLY FEENEY	CASE NUMBER: 25STCV24599
DEFENDANT/RESPONDENT: APPLE, INC., et al.	

(5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

- (1) (date): (1) (city):
 (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* (form 982(a)(4)) and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt (form 982(a)(4)).*) (Code Civ. Proc., § 415.30.)
 (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

- d. ☐ **by other means** (specify means of service and authorizing code section):
☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant
 b. ☐ as the person sued under the fictitious name of (specify):
 c. ☒ on behalf of (specify): **Apple, Inc.**
 under the following Code of Civil Procedure section:
☒ 416.10 (corporation) ☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation) ☐ 416.60 (minor)
☐ 416.30 (joint stock company/association) ☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership) ☐ 416.90 (authorized person)
☐ 416.50 (public entity) ☐ 415.46 (occupant)
☐ other:

7. Person who served papers

- a. Name: Jeffrey Buan
 b. Address: BFRM Legal Support Services 633 W 5th St, 28th Floor, Los Angeles, CA 90071
 c. Telephone number: (877)353-4313
 d. The fee for service was: \$
 e. I am:
 (1) ☐ not a registered California process server.
 (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
 (3) ☒ registered California process server:
 (i) ☐ owner ☐ Employee ☒ independent contractor.
 (ii) ☒ Registration No.: 6494
 (iii) ☒ County: Orange

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: 9/11/2025

Jeffrey Buan

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHALL)

(SIGNATURE)

Exhibit E

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		<p style="text-align: center;">Reserved for Clerk's File Stamp</p> <p style="text-align: center;">FILED Superior Court of California County of Los Angeles 08/20/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>J. Nunez</u> Deputy</p>
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 25STCV24599

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Theresa M. Traber	1					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 08/21/2025
 (Date)

By J. Nunez, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

25STCV24599

**KIMBERLY FEENEY vs APPLE, INC., A CALIFORNIA
CORPORATION, et al.**

August 27, 2025

9:30 AM

Judge: Honorable Theresa M. Traber
Judicial Assistant: A. He
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Scheduling Initial Status Conference

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has assigned this case to this department for all purposes.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within ten (10) days of service of this order.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for 11/25/2025 at 09:00 AM in this department. At least ten (10) days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. Counsel must file a Joint Initial Status Conference Response Statement five (5) court days before the Initial Status Conference.

The Initial Status Conference Order, served concurrently with this Minute Order, is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

25STCV24599

**KIMBERLY FEENEY vs APPLE, INC., A CALIFORNIA
CORPORATION, et al.**

August 27, 2025

9:30 AM

Judge: Honorable Theresa M. Traber

Judicial Assistant: A. He

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6. Nothing in this order stays the filing of an Amended Complaint pursuant to Labor Code Section 2699.3(a)(2)(C) by a plaintiff wishing to add a Private Attorney General Act ("PAGA") claim.

For information on electronic filing in the Complex Courts, please refer to <https://www.lacourt.org/division/efiling/efiling2.aspx#civil>. See, in particular, the link therein for "Complex Civil efiling." Parties shall file all documents in conformity with the Presiding Judge's First Amended General Order of May 3, 2019, particularly including the provisions therein requiring Bookmarking with links to primary documents and citations; that Order is available on the Court's website at the link shown above.

For efficiency in communication with counsel, the complex program requires the parties in every new case to use an approved third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten (10) court days in advance of the Initial Status Conference and advise the Court which provider was selected.

The court has implemented LACourtConnect to allow attorneys, self-represented litigants and parties to make audio or video appearances in Los Angeles County courtrooms. LACourtConnect technology provides a secure, safe and convenient way to attend hearings remotely. A key element of the Court's Access LACourt YOUR WAY program to provide services and access to justice, LACourtConnect is intended to enhance social distancing and change the traditional in-person courtroom appearance model. See <https://my.lacourt.org/laccwelcome> for more information.

This Complex Courtroom does not use Los Angeles Superior Court's Court Reservation ("CRS") portal to reserve motion hearing dates. Rather, counsel may secure dates by calling the Courtroom Assistant at 213-310-70xx with the "xx" being the Department number, e.g. Dept. 1 is 01 and Dept. 10 is 10.

Court reporters are not provided for hearings or trials. The parties should make their own arrangements for any hearing where a transcript is desired.

If you believe a party or witness will need an interpreter, see the court's website for information on how to make such a request in a timely manner. <https://www.lacourt.org/irud/UI/index.aspx>

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Counsel are directed to access the following link for further information on procedures in the Complex litigation Program courtrooms: <https://www.lacourt.org/division/civil/CI0042.aspx>.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven (7) days of service.

Certificate of Service is attached.

FILED
Superior Court of California
County of Los Angeles

08/27/2025

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KIMBERLY FEENEY, an individual, on
behalf of themselves and all others similarly
situated,

Plaintiff(s),

v.

APPLE, INC., a California Corporation,

Defendant(s).

) Case No.: 25STCV24599

) **INITIAL STATUS CONFERENCE ORDER**
) **(COMPLEX CLASS ACTIONS)**

) Case Assigned for All Purposes to
) Judge Theresa M. Traber

) Department 1
) Spring Street Courthouse

This action has been designated as complex pursuant to CRC 3.400(a), and thus requires exceptional judicial management to carry out the purposes of that rule and to promote effective decision-making by the Court. This Initial Status Conference Order (Complex Class Actions) supplements a Minute Order served concurrently herewith. That Minute Order sets a date and time for the Initial Status Conference and includes many other important provisions which are NOT repeated in this Order. Counsel must review that Minute Order carefully to be fully informed of your obligations and the unique processes used in the Los Angeles Superior Court Complex Courtrooms.

1 Note: Some provisions of this Order are in reference to wage-and-hour class actions and may not
2 be applicable to other types of class actions. Insofar as they are irrelevant to your case, say so in your
3 Joint Initial Status Conference Response Statement.

4 Pending further order, the following is ordered:

5
6 The Court orders counsel to prepare for the Initial Status Conference (“ISC”) by identifying and
7 discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate
8 contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much
9 as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference
10 Response Statement five (5) court days before the Initial Status Conference. The Joint Response
11 Statement must be filed on line-numbered pleading paper and must specifically answer each of the
12 below-numbered questions. Do not use the Judicial Council Form CM-110 (Case Management
13 Statement).

14
15 1. **PARTIES AND COUNSEL:** Please list all presently-named class representatives and
16 presently-named defendants, together with all counsel of record, including counsel’s contact and email
17 information.

18 2. **STATUS OF PLEADINGS:** Please indicate whether defendant has filed a Notice of
19 Appearance or an Answer to the Complaint, and, if so, indicate the filing date(s).

20
21 3. **POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently
22 intends to add additional class representatives, and, if so, the name(s) and date by which these class
23 representatives will be added. Indicate whether any plaintiff presently intends to name additional
24 defendants, and, if so, the name(s) and date by which the defendant(s) will be added. Indicate whether
25 any appearing defendant presently intends to file a cross-complaint and, if so, the names of cross-
26 defendants and the date by which the cross-complaint will be filed.

27 4. **IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong person
28

or entity, please explain why the named defendant is improperly named and the proposed procedure to correct this error.

5. **ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party believes one or more named plaintiffs might not be an adequate class representative, including reasons of conflict of interest as described in *Apple Computer v. Superior Court* (2005) 126 Cal.App.4th 1253, please explain. No prejudice will attach to these responses.

6. **ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

7. **OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list other cases with overlapping class definitions. Please identify the court, the short caption title, the docket number, and the case status.

8. **POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION WAIVER CLAUSES:** Please state whether arbitration is an issue in this case and attach any relevant document a plaintiff has signed or a sample of any relevant clause of this sort. Opposing parties must summarize their views on this issue.

9. **POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel should identify and describe the significant core issues in the case, and then identify efficient ways to resolve those issues, specifically considering the following:

- Motion to Compel Arbitration,
- Early motions in limine,
- Early motions about particular jury instructions and verdict forms,
- Demurrers,
- Motions to strike,
- Motions for judgment on the pleadings, and
- Motions for summary judgment and summary adjudication.

1 **10. CLASS CONTACT INFORMATION:** Counsel should discuss whether obtaining
 2 class contact information from defendant's records is necessary in this case and, if so, whether the
 3 parties consent to an "opt-out" notice process (as approved in *Belair-West Landscape, Inc. v. Superior*
 4 *Court* (2007) 149 Cal.App.4th 554, 561). Counsel should address timing and procedure, including
 5 allocation of cost and the necessity of a third party administrator.

6 **11. PROTECTIVE ORDERS:** Parties considering an order to protect confidential
 7 information from general disclosure should begin with the model protective orders found on the Los
 8 Angeles Superior Court Website under "Civil Tools for Litigators."

9 **12. DISCOVERY:** Discovery is stayed until further order of the Court. Please discuss a
 10 discovery plan. If the parties cannot agree on a plan, summarize each side's views on discovery. The
 11 court generally allows discovery on matters relevant to class certification, which (depending on
 12 circumstances) may include factual issues also touching the merits. If any party seeks discovery from
 13 absent class members, please estimate how many, and also state the kind of discovery you propose¹.
 14

15 **13. INSURANCE COVERAGE:** Please state if (1) there is insurance for indemnity or
 16 reimbursement, and (2) whether there are any insurance coverage issues which might affect settlement.
 17

18 **14. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each
 19 party's position about it. If pertinent, how can the court help to identify the best neutral and prepare the
 20 case for a successful settlement negotiation?

21 **15. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for the
 22 following:
 23

- 24 ■ The next status conference,
- 25 ■ A schedule for alternative dispute resolution, if it is relevant,

26
 27
 28

¹ See California Rule of Court, Rule 3.768.

- A filing deadline for the motion for class certification, and
- Filing deadlines and descriptions for other anticipated non-discovery motions.

16. **REMINDER WHEN SEEKING TO DISMISS:**

“A dismissal of an entire class action, or of any party or cause of action in a class action, requires court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the facts on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is being given for the dismissal and must describe the consideration in detail.”²

If the parties have settled the class action, that too will require judicial approval based on a noticed motion (although it may be possible to shorten time by consent for good cause shown).

17. **REMINDER WHEN SEEKING APPROVAL OF A SETTLEMENT:** To obtain approval of a class action settlement, the parties should strictly adhere to the Guidelines for Motions for Preliminary and Final Approval posted on the court’s website under Tools for Litigators. See the link to same in the Minute Order served concurrently herewith. Plaintiff(s) must address any fee-splitting agreement in their motion for preliminary approval and demonstrate compliance with California Rule of Court 3.769 and the Rules of Professional Conduct 2-200(a) as required by *Mark v. Spencer* (2008) 166 Cal. App. 4th 219.

18. **REMINDER WHEN USING THE MESSAGE BOARD:** The court requires a pre-motion conference before any motion is filed, including discovery motions. Counsel shall jointly post a *brief* statement on the message board setting forth the discovery in dispute or the essential issue(s) to be decided in the motion. The court either will hold a prompt informal conference with the parties to discuss the dispute or tell the parties to call courtroom staff to obtain a motion date. If one side refuses to state its position in a joint posting after a reasonable request from opposing counsel, the opposing counsel may post a message unilaterally.

² California Rule of Court, Rule 3.770(a)

1 19. **NOTICE OF THE ISC ORDER:** Plaintiff's counsel shall serve this Initial Status
2 Conference Order on all defense counsel, or if counsel is not known, on each defendant and file a Proof
3 of Service with the court within seven (7) days of the date of this Order. If the Complaint has not been
4 served as of the date of this Order, plaintiff(s) must serve the Complaint, along with a copy of this
5 Order, within five (5) days of the date of this Order. Once served, each as yet non-appearing defendant
6 shall file a Notice of Appearance (identifying counsel by name, firm name, address, email address,
7 telephone number and fax number). The filing of a Notice of Appearance is without prejudice to (a) any
8 jurisdictional, substantive or procedural challenge to the Complaint, (b) any affirmative defense, and (c)
9 the filing of any cross-complaint in this action.
10

11 20. **e-SERVICE PROVIDER:** The parties should refer to the Court's website for the list of
12 e-service providers which are approved for complex cases. The parties must sign up with the provider at
13 least ten days in advance of the Initial Status Conference and advise the Court, via email to
14 sscdept1@lacourt.org, which provider was selected. While the parties are free to choose any approved
15 service, Department 1 prefers CaseAnywhere
16

17
18 Dated: August 27, 2025



A handwritten signature in black ink, appearing to read "Theresa M. Traber", is written over a horizontal line.

Theresa M. Traber / Judge

Hon. Theresa M. Traber
Judge of the Los Angeles Superior Court