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14 **UNITED STATES DISTRICT COURT**

15 **NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION**

16 DANYELL SHIN, on behalf of herself and all  
others similarly situated,

17 Plaintiff,

18 v.

19 APPLE, INC.,

20 Defendant.

Case No. 5:25-cv-5000

**CLASS ACTION COMPLAINT**

**CLASS ACTION**

**JURY TRIAL DEMANDED**

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1 Plaintiff Danyell Shin, on behalf of herself and all others similarly situated, hereby files her  
2 complaint against Apple, Inc. (“Apple” or “Defendant”), and in support thereof states:

3 **INTRODUCTION**

4 1. Apple authorized and maintained malicious applications in its “App Store” that  
5 allowed the theft of personal financial assets while representing that apps in its App Store had been  
6 vetted and reviewed by Apple and were safe and secure.

7 2. Apple has built a business model that depends not only on selling hardware such as  
8 iPhones and iPads, but also on providing consumers with a curated selection of applications through  
9 the App Store. By maintaining exclusive control over the applications that may be downloaded on  
10 Apple devices, Apple has structured its ecosystem so that customers rely on Apple for the perceived  
11 safety and reliability of the App Store. Apple has actively and extensively represented to consumers  
12 that apps on the App Store are thoroughly vetted, trustworthy, and secure. Apple has actively  
13 represented that its App Store apps which are used for cryptocurrency trading come from approved  
14 financial institutions and comply with all applicable laws.

15 3. These representations foster consumer trust, which, in turn, incentivizes consumers  
16 to purchase Apple devices over competing brands. Apple’s campaign to promote the safety and  
17 trustworthiness of its App Store directly contributes to increased sales of iPhones and other Apple  
18 products, as consumers reasonably believe that Apple’s devices provide a safer and more secure  
19 user experience. Without this assurance of security, fewer consumers would be inclined to purchase  
20 Apple devices, as they might perceive other smartphones or tablets as equally secure or better suited  
21 to meet their needs.

22 4. Apple’s assertions regarding the safety and legitimacy of App Store apps thus serve  
23 a dual purpose: enhancing the appeal of Apple’s ecosystem while driving hardware sales. This is  
24 not merely a platform for app distribution but a cornerstone of Apple’s competitive advantage in the  
25 smartphone and tablet market. Consequently, Apple profits not only from app sales or in-app  
26 purchases but also from free apps because Apple profits significantly from the added value that this  
27 perceived security brings to its devices, making the continued representation of app safety integral  
28 to Apple’s market strategy and business growth.

1           5.       Plaintiff and Class members relied on Apple’s express representations and ongoing  
2 and long-standing campaign of representing that its App Store is “a safe and trusted place” when  
3 they downloaded applications purporting to be digital asset trading applications. Unknown to  
4 Plaintiff and Class members, these applications, including the Swiftcrypt app Plaintiff downloaded,  
5 were “spoofing” programs created for the sole purpose of stealing fiat and cryptocurrency by  
6 obtaining consumers’ account information and thereafter routing Class members’ assets to the  
7 perpetrators’ personal accounts. Not knowing this, and relying on Apple’s express and longstanding  
8 representations that apps from its App Store had been vetted and were safe and legally compliant,  
9 Plaintiff and Class members downloaded the app from the Apple App Store. Subsequently, after  
10 following instructions contained in the apps to deposit funds, and after what appeared to be  
11 legitimate trades and growth of their funds, their accounts were frozen and all the money they  
12 invested was stolen in a cryptocurrency investment scam known as “pig butchering.”<sup>1</sup>

13           6.       Apple’s affirmative representations and the general impression that it has cultivated  
14 that apps from its App Store could be trusted and were safe and secure because of Apple’s rigorous  
15 vetting and review process were false and misleading. As a result of Apple’s misrepresentations,  
16 and its failure to take appropriate corrective or remedial action, Apple has caused Plaintiff and Class  
17 members to download an app created solely for “pig butchering” schemes and hence to suffer  
18 significant economic losses. Defendant’s conduct is in violation of California’s Consumers Legal  
19 Remedies Act (“CLRA”), Civil Code § 1750, *et seq.* and California’s Unfair Competition Law  
20 (“UCL”), Business and Professions Code § 17200, *et seq.*

21           7.       By virtue of this class action, Plaintiff seeks to enjoin Apple’s unlawful practices and  
22 to require that Apple to compensate Plaintiff and members of the Class for the losses they have  
23 incurred because of its misconduct.

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26 <sup>1</sup> “Pig butchering” is “named in reference to the practice of fattening a pig before slaughter. It  
27 is a type of confidence and investment fraud in which the victim is gradually lured into making  
28 increasing monetary contributions, generally in the form of cryptocurrency, to a seemingly sound  
investment before the scammer disappears with the contributed monies.” *See* Office of Inspector  
General, *Pig Butchering Scams*, FDICOIG, <https://www.fdicoinig.gov/pig-butchering-scams> (last  
accessed May 28, 2025).

**PARTIES**

8. Plaintiff Danyell Shin is an individual, over 18 years of age, and a citizen of the State of Illinois, the County of Cook.

9. Defendant Apple, Inc. is a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014.

**JURISDICTION AND VENUE**

10. Jurisdiction is proper under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because, on information and belief, the proposed Class consists of 100 or more members; many of the members are citizens of states that are diverse from the state of Defendant’s citizenship; and the amount in controversy exceeds \$5,000,000, exclusive of costs and interest.

11. This Court may exercise personal jurisdiction over Apple, who has availed itself of the jurisdiction of this Court through acts and omissions, including but not limited to, having its principal place of business in this District, advertising its services in this District, selling products and services to consumers in this District, and by otherwise conducting business in this District; furthermore, various agreements between Apple and the Class select the Courts of this State as the proper forum for all disputes.

12. Venue is therefore proper in this forum pursuant to 28 U.S.C. § 1391(b), and further, as Apple is located in this judicial district and/or a substantial part of the acts or omissions giving rise to the claims herein occurred in the same.

**INTRADISTRICT ASSIGNMENT**

13. Pursuant to Civil L.R. 3-2(c) and (e), assignment to the San Jose Division is proper because a substantial part of the conduct which gives rise to Plaintiff’s claims occurred in Santa Clara County, where Apple resides.

**GENERAL ALLEGATIONS**

***Apple and the App Store***

14. Apple is one of the largest mobile and tablet application providers in the world, through its universally known “App Store.”

1 15. Apple describes the App Store to consumers as follows:<sup>2</sup>



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## The apps you love. From a place you can trust.

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For over a decade, the App Store has proved to be a safe and trusted place to discover and download apps. But the App Store is more than just a storefront — it's an innovative destination focused on bringing you amazing experiences. And a big part of those experiences is ensuring that the apps we offer are held to the highest standards for privacy, security, and content. Because we offer nearly two million apps — and we want you to feel good about using every single one of them.

14 16. Apple has worked for decades to build and promote a reputation of providing apps  
15 that are safe and can be trusted. Over time, Apple has established an image that its App Store is  
16 carefully curated, with each app undergoing a rigorous review to ensure it meets Apple's security  
17 standards. This long-standing marketing message has fostered an inherent belief among consumers  
18 that apps on the App Store are safe by default.

19 17. Apple has distinguished itself in the tech industry as a company committed to user  
20 privacy and security. Consumers have come to associate Apple products with high standards of  
21 protection, further encouraging the reasonable belief that any app available on the App Store is  
22 secure and free from fraudulent intent. This association reinforces reasonable consumers' belief that  
23 Apple's vetting process extends to protecting them from scams.

24 18. Apple exercises exclusive control over app distribution on iOS devices, disallowing  
25 alternative app sources or sideloading. This exclusivity suggests to consumers that Apple is  
26 confident in its review and vetting process, leading users to believe that Apple has effectively  
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28 <sup>2</sup> *App Store*, Apple, <https://www.apple.com/app-store/> (last accessed May 28, 2025).

1 shielded them from unsafe or fraudulent applications by eliminating external sources of apps.  
2 Indeed, Apple warns users that sideloading “would cripple the privacy and security protections that  
3 have made iPhone so secure, and expose users to serious security risks,”<sup>3</sup> reinforcing consumers’  
4 belief that Apple-approved apps on the App Store are safe and trustworthy.

5 19. Apple has promoted its App Store’s vetting process as a stringent security measure,  
6 publicly detailing how apps are reviewed by experts who assess them for malware, privacy concerns,  
7 and other security risks. Apple also promotes and represents that its App Store apps which are used  
8 for cryptocurrency transmissions or transactions are appropriately licensed and that apps facilitating  
9 cryptocurrency ICOs (Initial Coin Offerings) or other futures trading of cryptocurrency come from  
10 approved financial institutions and comply with all applicable laws. Given this promotion, a  
11 reasonable consumer would assume that apps made available for download are free from fraudulent  
12 or malicious intent, especially for highly regulated fields like finance and digital asset trading.

13 20. Apple has conveyed to consumers that user safety is a core value, underscored by  
14 statements such as “Download with confidence” and assurances that the App Store is a “safe and  
15 trusted place.” Given the prevalence of these messages, consumers are led to believe that Apple’s  
16 security and vetting practices are specifically designed to prevent fraudulent schemes like pig  
17 butchering scams from being present on the platform.

18 21. In 2007, Steve Jobs stated that Apple’s mission in creating what would become the  
19 App Store was to create “an advanced system which will offer developers broad access to natively  
20 program the iPhone’s amazing software platform while at the same time protecting users from  
21 malicious programs.”<sup>4</sup> Apple reiterated its approach to the App Store in 2010 when it released the  
22 first version of its App Store Review Guidelines, in which it stated “[i]f it sounds like we’re control  
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25 <sup>3</sup> *Building a Trusted Ecosystem for Millions of Apps: A Threat Analysis of Sideloading*, Apple  
26 (Oct. 2021),  
27 [https://www.apple.com/privacy/docs/Building\\_a\\_Trusted\\_Ecosystem\\_for\\_Millions\\_of\\_Apps\\_A\\_Threat\\_Analysis\\_of\\_Sideloading.pdf](https://www.apple.com/privacy/docs/Building_a_Trusted_Ecosystem_for_Millions_of_Apps_A_Threat_Analysis_of_Sideloading.pdf).

28 <sup>4</sup> Adam Engst, *Steve Jobs’s iPhone SDK Letter*, TidBits (Oct. 17, 2007),  
<https://tidbits.com/2007/10/17/steve-jobss-iphone-sdk-letter/>.

1 freaks, well, maybe it’s because we’re so committed to our users and making sure they have a quality  
2 experience with our products.”<sup>5</sup>

3 22. In 2021, Apple published a document titled “Building a Trusted Ecosystem for  
4 Millions of Apps: The important role of App Store protections” in which it claims:

5 Nearly two million apps are available for users to download on the App Store, with  
6 thousands of apps added every week. Given the sheer scale of the App Store platform,  
7 ensuring iPhone security and safety was of critical importance to us from the start. .  
8 . . [W]e created the App Store, a trusted place where users can safely discover and  
9 download apps. On the App Store, apps come from known developers who have  
10 agreed to follow our guidelines, and are securely distributed to users free from  
11 interference from third parties. We review every single app and each app update to  
12 evaluate whether they meet our high standards. This process, which we are constantly  
13 working to improve, is designed to protect our users by keeping malware,  
14 cybercriminals, and scammers out of the App Store.<sup>6</sup>

15 23. Apple represents that “[s]ince launching the App Store in 2008, Apple has continued  
16 to invest in and develop industry-leading technologies designed to provide users with the safest and  
17 most secure experience for downloading apps . . . Today, the App Store stands at the forefront of  
18 app distribution, setting the standard for security, reliability, and user experience.”<sup>7</sup> It also tells  
19 consumers that “[a]s digital threats have evolved in scope and complexity over the years, Apple has  
20 expanded its antifraud initiatives to address these challenges and help protect its users. Every day,  
21 teams across Apple monitor and investigate fraudulent activity on the App Store, and utilize  
22 sophisticated tools and technologies to weed out bad actors and help strengthen the App Store  
23 ecosystem.”<sup>8</sup>

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23 <sup>5</sup> See Leander Kahney, *Here’s The Full Text of Apple’s New App Store Guidelines*, Cult of  
24 Mac (Sept. 9, 2010 8:49 AM), <https://www.cultofmac.com/news/heres-the-full-text-of-apples-new-app-store-guidelines>.

25 <sup>6</sup> *Building a Trusted Ecosystem for Millions of Apps: The important role of App Store  
26 protections*, Apple (June, 2021),  
[https://www.apple.com/privacy/docs/Building\\_a\\_Trusted\\_Ecosystem\\_for\\_Millions\\_of\\_Apps.pdf](https://www.apple.com/privacy/docs/Building_a_Trusted_Ecosystem_for_Millions_of_Apps.pdf).

27 <sup>7</sup> *App Store stopped over \$7 billion in potentially fraudulent transactions in four years*, Apple  
28 (May 14, 2024), <https://www.apple.com/newsroom/2024/05/app-store-stopped-over-7-billion-usd-in-potentially-fraudulent-transactions/>.

<sup>8</sup> *Id.*

1           24. In 2025, Apple again reiterated “the App Store’s continued investment in fostering  
2 the most secure experience for users,” and that “the App Store is a trusted destination for users to  
3 download their favorite apps and discover new ones.”<sup>9</sup> Apple represented to consumers that it  
4 “employs a comprehensive approach to combating fraud on the App Store, with teams across the  
5 company working to detect, investigate, and prevent malicious activity before it can reach users.”<sup>10</sup>  
6 Apple assures its users it “will continue to build on its commitment to provide users with the safest  
7 and most secure experience on the App Store.”<sup>11</sup>

8           25. In a section titled “App security overview” Apple states:

9           Apple provides layers of protection to help ensure that apps are free of known  
10           malware and haven’t been tampered with. Additional protections enforce that access  
11           from apps to user data is carefully mediated. These security controls provide a stable,  
12           secure platform for apps, enabling thousands of developers to deliver hundreds of  
13           thousands of apps for iOS, iPadOS, and macOS—all without impacting system  
14           integrity. And users can access these apps on their Apple devices without undue fear  
15           of viruses, malware, or unauthorized attacks.<sup>12</sup>

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25           <sup>9</sup>       *The App Store prevented more than \$9 billion in fraudulent transactions over the last five*  
26           *years*, Apple (May 25, 2025), [https://www.apple.com/newsroom/2025/05/the-app-store-prevented-](https://www.apple.com/newsroom/2025/05/the-app-store-prevented-more-than-9-billion-usd-in-fraudulent-transactions/)  
27           *more-than-9-billion-usd-in-fraudulent-transactions/*.

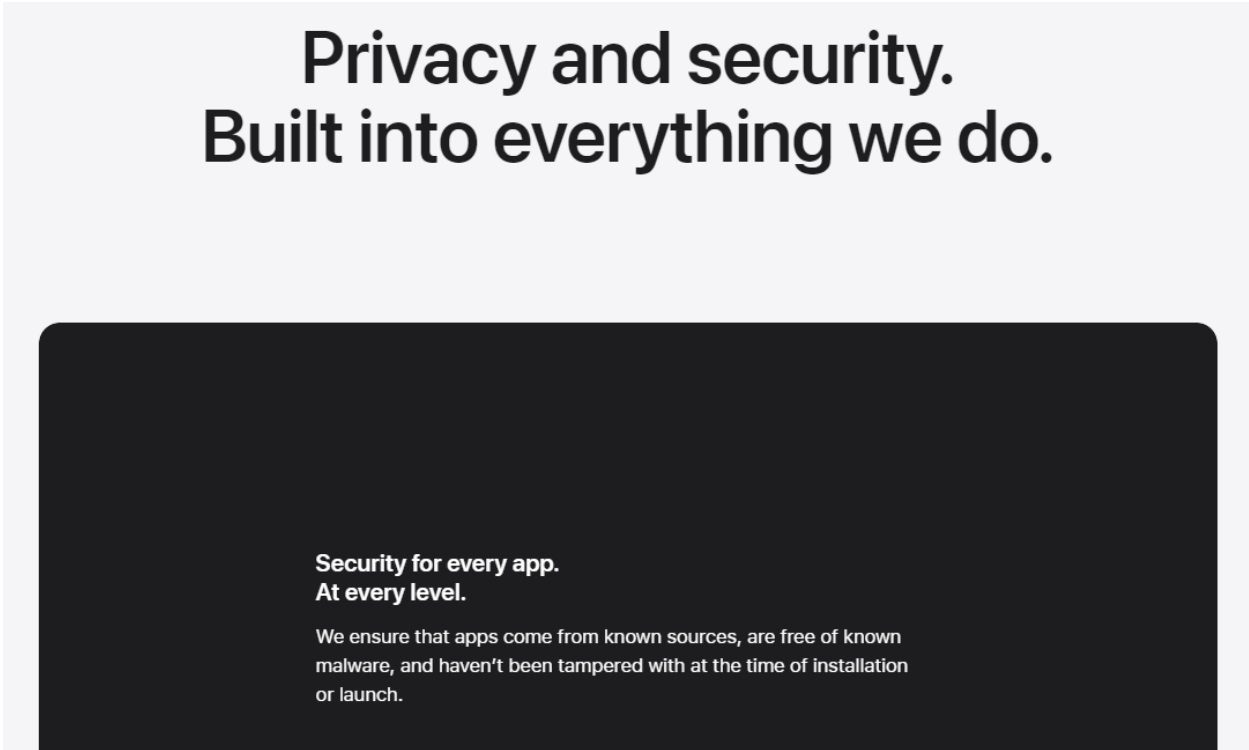
28           <sup>10</sup>       *Id.*

<sup>11</sup>       *Id.*

<sup>12</sup>       *App security overview*, Apple, [https://support.apple.com/guide/security/app-security-](https://support.apple.com/guide/security/app-security-overview-sec35dd877d0/web)  
          *overview-sec35dd877d0/web* (last accessed May 28, 2025).

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26. Apple on its App Store further represents:<sup>13</sup>



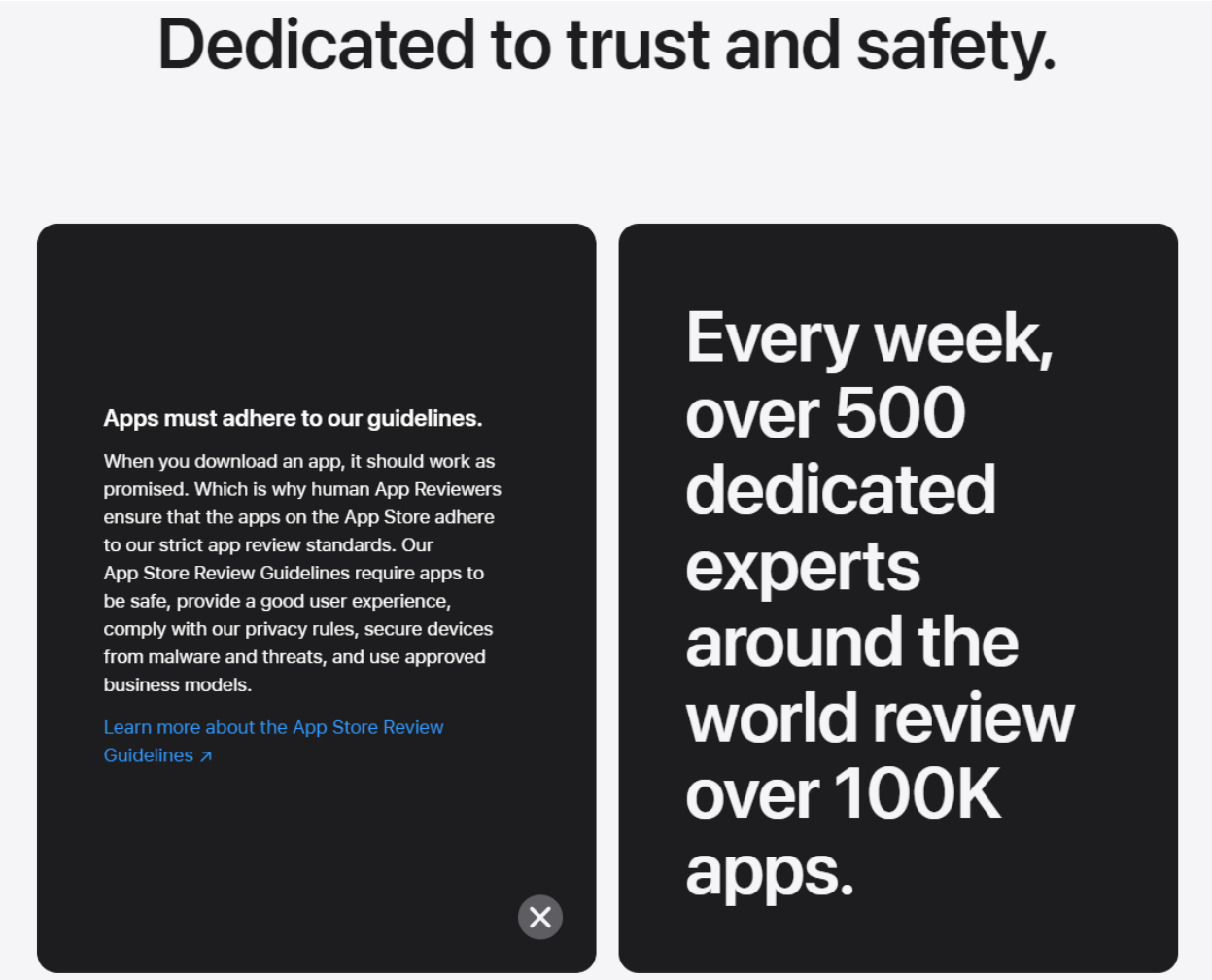
Apple additionally promises it is:<sup>14</sup>

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<sup>13</sup> See App Store, *supra* n.2.

<sup>14</sup> *Id.*

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27. Apple represents consumers can “**Download with confidence.**” It asserts that on its apps, Apple customers can “**Purchase safely and securely.**” And “**Need a refund? AppleCare has your back.**”

28. On its support website, Apple informs users:

The App Store is a trusted place where users can safely discover and download apps. On the App Store, apps come from identified developers who have agreed to follow Apple guidelines, and are securely distributed to users with cryptographic guarantees against modification. Every single app and each app update is reviewed to evaluate whether it meets requirements for privacy, security and safety. This process, which is being constantly improved, is designed to protect users by keeping malware, cybercriminals and scammers out of the App Store.<sup>15</sup>

<sup>15</sup> *About App Store security*, Apple (Dec. 19, 2024), <https://support.apple.com/en-euro/guide/security/secb8f887a15/web>.

1           29. Apple further states, “Unlike other mobile platforms, iOS, iPadOS and visionOS  
2 don’t allow users to install potentially malicious unsigned apps from websites or to run untrusted  
3 apps. Instead . . . all apps must be downloaded from the App Store, where all apps come from  
4 identified developers and must pass automated and human review.”<sup>16</sup>

5           30. Apple controls what applications may be sold or provided to consumers through the  
6 App Store by a vetting process that involves provision of the proposed application’s purpose and a  
7 copy of the application itself and any relevant source code, users’ guides, and software  
8 documentation.<sup>17</sup>

9           31. As part of Apple’s promise that apps from its App Store are vetted for safety and  
10 security, it promises that each app on the App Store has met its security standards. The promise that  
11 apps on the App Store are rigorously vetted fosters and results in consumer trust of Apple apps. And  
12 in Apple’s words: “Customer trust is a cornerstone of the App ecosystem. Apps should never prey  
13 on users or attempt to rip off customers . . .”<sup>18</sup> According to Apple, “[t]he guiding principle of the  
14 App Store is simple—we want to provide a safe experience for users to get apps . . .”<sup>19</sup>

15           32. According to Apple, it achieves its guiding principle of providing customer safety  
16 and establishing a cornerstone of consumer trust in its apps and the App Store, “by offering a highly  
17 curated App Store where every app is reviewed by experts . . . We also scan each app for malware  
18 and other software that may impact user safety, security, and privacy. These efforts have made  
19 Apple’s platforms the safest for consumers around the world.”<sup>20</sup> Apple also promises “apps that  
20 solicit, promote, or encourage criminal or clearly reckless behavior will be rejected.”<sup>21</sup>

21           33. Apple has specific security standards for cryptocurrency exchange apps as follows:<sup>22</sup>

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24 <sup>16</sup> *Intro to app security for iOS, iPadOS and visionOS*, Apple (Dec. 19, 2024),  
<https://support.apple.com/en-euro/guide/security/secf49cad4db/web>.

25 <sup>17</sup> *See, e.g., App Review Guidelines*, Apple Developer, <https://developer.apple.com/app-store/review/guidelines> (last accessed May 28, 2025).

26 <sup>18</sup> *Id.*

27 <sup>19</sup> *Id.*

28 <sup>20</sup> *Id.*

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

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3.1.5 Cryptocurrencies:

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(iii) Exchanges: Apps may facilitate transactions or transmissions of cryptocurrency on an approved exchange, provided they are offered only in countries or regions where the app has appropriate licensing and permissions to provide a cryptocurrency exchange.

(iv) Initial Coin Offerings: Apps facilitating Initial Coin Offerings (“ICOs”), cryptocurrency futures trading, and other crypto-securities or quasi-securities trading must come from established banks, securities firms, futures commission merchants (“FCM”), or other approved financial institutions and must comply with all applicable law.

(v) Cryptocurrency apps may not offer currency for completing tasks, such as downloading other apps, encouraging other users to download, posting to social networks, etc.

34. Defendant represents that as part of its vetting and review process:<sup>23</sup>

Apps that provide services in highly regulated fields (such as banking and financial services, healthcare, gambling, legal cannabis use, and air travel) or that require sensitive user information should be submitted by a legal entity that provides the services, and not by an individual developer.

35. Apple also promises immediate correction if issues occur. Apple represents:

In a case where an app makes it into the App Store but is then later discovered to violate guidelines, Apple works with the developer to quickly resolve the issue. In dangerous cases, involving fraud and malicious activity, the app is immediately removed from the App Store and users who downloaded the app can be notified of the app’s malicious behavior.<sup>24</sup>

36. Apple makes clear to users that the “goal of App Review is to ensure that apps on the App Store are trustworthy.”<sup>25</sup> It also promises “Apple’s many layers of security provide users with an unparalleled level of protection from malicious software, giving users peace of mind.”<sup>26</sup>

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<sup>23</sup> *Id.*  
<sup>24</sup> *Supra* n.12.  
<sup>25</sup> *Supra* n.6.  
<sup>26</sup> *Id.*

1 37. Apple’s representations of safety and security in the applications offered in the App  
2 Store have been made continuously for almost two decades and were a focal point of widespread  
3 advertising and marketing representations made by Apple.

4 38. Apple has successfully cultivated the impression that its products and the apps it vets  
5 and makes available in the App Store are safe and trustworthy. Indeed, consumers “are willing to  
6 trust apps they download from app stores because of years of positive experiences with the extra  
7 scrutiny and safeguards app stores offer. Simply being available on the app stores is now an indicator  
8 that an app is reasonably trustworthy for consumers.”<sup>27</sup>

9 39. As described in an article published on February 1, 2023, about illicit pig butchering  
10 apps making their way into the Apple App Store, the “presence of the apps in the App Store made  
11 the ruse all the more convincing.”<sup>28</sup> Researchers from the cybersecurity firm SophosLabs also  
12 published an article about pig butchering apps being available in the App Store, stressing that “If  
13 criminals can get past these checks [Apple purports to conduct], they have the potential to reach  
14 millions of devices. This is what makes it more dangerous for [scam app] victims, as most of those  
15 targets are more likely to trust the source if it comes from the official Apple App Store.”<sup>29</sup>

16 40. Apple’s business model and sales of iPhones and iPads depends upon the App Store  
17 applications being safe and secure for Apple customers.<sup>30</sup>

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20 <sup>27</sup> The App Association, *Security and Trust from an App Maker’s Point of View*, ACT online  
21 (Nov. 2021), <https://actonline.org/wp-content/uploads/App-Association-Security-and-Trust-from-an-App-Makers-Point-of-View-November-2021.pdf>.

22 <sup>28</sup> Dan Goodman, *Pig-butchering scam apps sneak into Apple’s App Store and Google Play*,  
23 arstechnica (Feb. 1, 2023), <https://arstechnica.com/information-technology/2023/02/pig-butchering-scam-apps-sneak-into-apples-app-store-and-google-play/> (last accessed May 28, 2025).

24 <sup>29</sup> Jagadeesh Chandraiah, *Fraudulent ‘CryptoRom’ trading apps sneak into Apple and Google*  
25 *app store*, Sophos News (Feb. 1, 2023), <https://news.sophos.com/en-us/2023/02/01/fraudulent-cryptorom-trading-apps-sneak-into-apple-and-google-app-stores/> (last accessed May 28, 2025).

26 <sup>30</sup> See, e.g., Michael Gartenberg, *Apple’s App store has become an ad-infested imitation of its*  
27 *former self, which is not good for iPhone users or developers*, Bus. Insider (No. 28, 2022 1:48 PM),  
28 <https://www.businessinsider.com/apples-app-store-has-become-an-ad-plagued-version-of-its-former-self-2022-11> (“Ask just about any Apple executive what makes Apple special and the answer will almost always be Apple’s ecosystem — the company’s . . . position of creating both the hardware and the software with tight integration.”).

1           41. That is because Apple customers have no other practical or convenient manner in  
2 which to download applications for their iPhones or iPads, as Apple maintains rigorous control over  
3 applications that can be placed on their devices. If App Store applications are not perceived to be  
4 safe, the sales of iPhones and iPads will be negatively impacted.

5           42. Even when Apple does not directly profit from an application downloaded from the  
6 App Store, drawing consumers to its selling forum, as opposed to other fora, has considerable  
7 business advantage to Apple, as it encourages consumers to purchase Apple products and dissuades  
8 consumers from purchasing other devices. The App Store’s perception of trust and safety has “been  
9 central to the growth in app downloads and usage over time.”<sup>31</sup>

10           43. Thus, Apple intentionally cultivates an impression of trustworthiness amongst  
11 consumers, including that apps on the App Store are highly vetted and safe for users to download  
12 and use.<sup>32</sup> “The more consumers trust a brand, the more they use that brand. . . . Apple’s huge  
13 installed base of trusting users has tremendous value, driving a high level of spend with the brand.”<sup>33</sup>

14           44. Because Plaintiff knew, or at least thought she knew, that Apple thoroughly reviews  
15 applications before it allowed them on the App Store, and in reliance on Apple’s representations  
16 that App Store apps are safe and secure, Plaintiff purchased Apple hardware (i.e., an iPhone) and  
17 downloaded the Swiftcrypt app from the App Store, which turned out to be a fraudulent application.

18           45. The fraudsters that perpetrated the fraud against Plaintiff and Class members through  
19 the App Store did so specifically because the app being in the App Store would lend credibility to  
20 the scheme. The fraudsters knew that Apple advertises the App Store as being a safe and trustworthy  
21 platform, and they used those representations to their advantage in order to carry out the fraud.

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24 <sup>31</sup> See Juliette Caminade & Jonathan Borck, *The Continued Growth and Resilience of Apple’s*  
25 *App Store Ecosystem*, Apple (May, 2023), <https://www.apple.com/newsroom/pdfs/the-continued-growth-and-resilience-of-apples-app-store-ecosystem.pdf>.

26 <sup>32</sup> See *id.* (“Apple has heavily invested in the development of policies to foster user trust  
27 and the deployment of resources to enforce them.”).

28 <sup>33</sup> David Myhrer, *How Brand Trust and a Strong Product Portfolio Drives Apple’s Success*,  
IDC (Feb. 12, 201), <https://blogs.idc.com/2021/02/12/how-brand-trust-and-a-strong-product-portfolio-drives-apples-success/>.

1 ***Digital Asset Frauds***

2 46. With Apple’s representations in mind, Plaintiff downloaded the Swiftcrypt app,  
3 reasonably trusting that the app would be safe, legitimate, and suitable for conducting secure  
4 financial transactions. Instead, Plaintiff was met with digital asset fraud, finding herself a victim of  
5 a scheme that Apple’s promises of safety should have prevented.

6 47. Fraudsters can carry out these digital asset frauds in different ways. One common  
7 mechanism is to “claim to invest customers’ funds in proprietary crypto trading systems or in  
8 ‘mining’ farms. The fraudsters promise high guaranteed returns (for example, 20-50%) with little  
9 or no risk.”<sup>34</sup>

10 48. Fraudsters can create fake “trading” platforms in which they convince persons to  
11 deposit money in what they believed was their own account under their control, often starting with  
12 small amounts and building up to higher and higher numbers, promising the users that they are  
13 trading their money and achieving high returns.<sup>35</sup> In reality, “no trading actually [takes] place.”<sup>36</sup>  
14 Any money deposited into the platform is stolen by the scammers. “When [victims] try to withdraw  
15 [their] earnings, suddenly there [is a] problem[],” or they are told they must pay out-of-pocket to  
16 cover exorbitant undisclosed fees or fake taxes.<sup>37</sup>

17 49. These cryptocurrency scams are extremely prevalent. The FBI recently reported that  
18 the total amount of money lost in these frauds in 2023 was over \$5.6 billion.<sup>38</sup> Investment scams,  
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22 <sup>34</sup> *Investor Alert: Watch Out for Fraudulent Digital Asset and “Crypto” Trading Websites*,  
23 Commodity Futures Trading Commission,  
24 [https://www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/watch\\_out\\_for\\_digital\\_fraud.html#](https://www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/watch_out_for_digital_fraud.html#:~:text=Be%20wary%20of%20anyone%20who,that%20is%20difficult%20to%20understand)  
25 [https://www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/watch\\_out\\_for\\_digital\\_fraud.html#](https://www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/watch_out_for_digital_fraud.html#:~:text=Be%20wary%20of%20anyone%20who,that%20is%20difficult%20to%20understand)  
26 [https://www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/watch\\_out\\_for\\_digital\\_fraud.html#](https://www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/watch_out_for_digital_fraud.html#:~:text=Be%20wary%20of%20anyone%20who,that%20is%20difficult%20to%20understand) (last  
27 accessed May 28, 2025).

25 <sup>35</sup> *See Digital Asset Frauds*, Commodity Futures Trading Commission,  
26 <https://www.cftc.gov/LearnAndProtect/digitalassetfrauds> (last accessed May 28, 2025).

26 <sup>36</sup> *Id.*

27 <sup>37</sup> *Id.*

28 <sup>38</sup> Hannah Lang, *Losses from Crypto Scams Grew 45% in 2023, FBI Says*, Reuters (Sept. 9,  
2024 3:16pm CDT), <https://www.reuters.com/technology/losses-crypto-scams-grew-45-2023-fbi-says-2024-09-09/>.

1 such as the ones discussed above and at issue here, “accounted for 71% of all crypto-related losses”  
2 in 2023.<sup>39</sup> The U.S. Secret Service has warned that these types of frauds are of “national interest.”<sup>40</sup>

3 50. Sophisticated digital actors, such as Apple, are well aware of the threat of these  
4 schemes. Apple knew, or should have known, that these types of frauds exist and should have  
5 protected Plaintiff and Class members against these types of frauds. Despite representations that  
6 Apple takes App Store security seriously, that its customers can trust what is available in the App  
7 Store, and that App Store apps used to trade cryptocurrency meet all relevant legal requirements,  
8 Apple allowed these fraudsters to place their apps for download in the App Store and caused great  
9 harm to Plaintiff and Class members.

10 ***Plaintiff Danyell Shin’s Experience***

11 51. In or about September, 2024, Plaintiff joined an online investment discussion group  
12 whose purported objective was to share stock recommendations, investment strategies, and to  
13 leverage the combined investment resources of the group. Plaintiff had been educating herself by  
14 various means regarding stock investments and trading of digital assets and the online discussion  
15 group was part of this process. At the behest of the group leader, an individual using the name Daniel  
16 Mills, who was a claimed financial expert with a pedigreed employment history, the Mills discussion  
17 group expanded into trading cryptocurrency. Plaintiff and the other group members were  
18 encouraged to download and join an app called Swiftcrypt from either the App Store or the Google  
19 Play Store and utilize the \$100 to \$2,000 provided by the exchange to start “trading.”

20 52. Plaintiff has used Apple products for at least 15 years. She trusted apps from the App  
21 Store because of her experience with Apple products, her experience with downloading and using  
22 other apps from the App Store, and the overall impression Apple has cultivated among its  
23 customers—that apps on the App Store are vetted, safe, and trustworthy. This confidence arose from  
24 Apple’s long-standing commitment to marketing the App Store as a secure platform, where all apps  
25 meet rigorous safety standards. She was also assured by Apple’s representations on its App Store

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27 <sup>39</sup> *Id.*

28 <sup>40</sup> *Combating the Illicit Use of Digital Assets*, United States Secret Service, <https://www.secretservice.gov/investigations/digitalassets> (last accessed May 28, 2025).

1 that its apps could be trusted and were secure and safe as alleged above. In reliance on this  
2 impression Apple has cultivated over time that apps on the App Store are vetted, safe, and  
3 trustworthy, including Apple’s representations regarding the safety and security of App Store apps  
4 and based on her belief that the Swiftcrypt app downloaded from Defendant’s App Store was safe  
5 and secure, Plaintiff downloaded Swiftcrypt onto her iPhone 13 Pro Max in or about September,  
6 2024.

7 53. Plaintiff’s reliance on Apple’s representations was reasonable because the  
8 representations she relied on concern the safety and security of apps from the App Store—the  
9 “guiding principle” of the App Store according to Apple—and Plaintiff relied upon Apple’s  
10 representations for these purposes. Plaintiff would not have purchased an iPhone or spent as much  
11 on her iPhone if she had known the truth about Apple’s representations that its apps were not safe  
12 or trustworthy.

13 54. After relying on Apple’s representations about the safety and vetting of apps in the  
14 App Store and downloading the Swiftcrypt app, Plaintiff began transferring money into what she  
15 believed was her account and buying and trading in cryptocurrency and Initial Coin Offerings  
16 (ICOs). Between September, 2024, and mid-January, 2025, Plaintiff transferred approximately  
17 \$80,000 into the Swiftcrypt app, including approximately \$50,000 obtained through a loan from her  
18 husband’s 401k account. By mid-January, 2025, Plaintiff’s Swiftcrypt account appeared to have  
19 increased to \$421,000.

20 55. On or about January 14, 2025, Plaintiff’s Swiftcrypt account was suddenly locked  
21 and her assets in her account frozen. A few days later, the Swiftcrypt app became non-functional  
22 and non-responsive. Plaintiff later discovered the Swiftcrypt app was not legitimate or in compliance  
23 with legal requirements, contrary to Apple’s representations, it was not safe and could not be trusted,  
24 and it did not comport with Apple’s represented standards and vetting processes for a cryptocurrency  
25 app. The Swiftcrypt app was part of a “pig butchering” scam and the more than \$80,000 that Plaintiff  
26 had deposited was gone. As a direct result of Apple’s process for reviewing the Swiftcrypt app on  
27 its App Store and Plaintiff’s reasonable reliance on Apple’s representations assuring her the app had  
28 been vetted, was safe, and could be trusted, Plaintiff was injured and lost approximately \$80,000.

1 Contrary to Apple’s representations and stated processes for correction, Plaintiff and other users of  
2 Swiftcrypt were never notified by Apple that Swiftcrypt was a dangerous app used for fraud and  
3 malicious activity. Because of the false and deceptive material misrepresentations at issue, Plaintiff  
4 also overpaid for her iPhone.

5 **CLASS ACTION ALLEGATIONS**

6 56. Plaintiff brings this action on behalf of herself and as a class action, pursuant to the  
7 provisions of Federal Rules of Civil Procedure Rules 23(a), (b)(2), and (b)(3), on behalf of the class  
8 defined as:

9 **The Class**

10 All persons who downloaded a cryptocurrency trading app from the Apple  
11 App Store within the relevant statutory period to the date notice is sent to  
12 the Class and whose funds were stolen from the cryptocurrency app by the  
app developers or agents working on their behalf.

13 57. Excluded from the Class are Defendant and its subsidiaries and related entities; all  
14 persons who make a timely election to be excluded from the Class; governmental entities; and any  
15 judge to whom this case is assigned and his/her immediate family. Plaintiff reserves the right to  
16 revise the Class definition based upon information learned through discovery.

17 58. Certification of Plaintiff’s claims for class-wide treatment is appropriate because  
18 Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as  
19 would be used to prove those elements in individual actions alleging the same claim.

20 59. This action has been brought and may be properly maintained on behalf of the Class  
21 proposed herein under Federal Rule of Civil Procedure 23 for the following reasons:

22 **Numerosity**

23 60. Pursuant to Federal Rule of Civil Procedure 23(a)(1), the members of the Class are  
24 so numerous and geographically dispersed that individual joinder of all Class members is  
25 impracticable. While Plaintiff is informed and believes that there are hundreds of members of the  
26 Class, the precise number of Class members is unknown to Plaintiff but may be ascertained from  
27 Defendant’s records. Class members may effectively and efficiently be notified of the pendency of  
28

1 this action by recognized, Court-approved dissemination methods, which may include U.S. mail,  
2 electronic mail, Internet postings, and/or publication.

3 **Commonality and Predominance**

4 61. Pursuant to Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3), this action  
5 involves common questions of law and fact, which predominate over any questions affecting  
6 individual Class members, including, without limitation:

- 7 a. Whether Defendant engaged in the conduct alleged herein;
- 8 b. Whether Defendant’s conduct constituted violations of state consumer  
9 protection laws;
- 10 c. Whether Plaintiff and the other Class members are entitled to damages,  
11 restitution, or other monetary relief and, if so, in what amount; and
- 12 d. Whether injunctive relief is appropriate, including corrective advertising  
13 regarding the safety of App Store apps, and the form thereof.

14 **Typicality**

15 62. Plaintiff’s claims are typical of the other Class members’ claims because, among  
16 other things, all Class members were injured through Defendant’s wrongful conduct as described  
17 above.

18 **Adequacy**

19 63. Plaintiff is an adequate Class representative because her interests do not conflict with  
20 the interests of the other members of the Class she seeks to represent; Plaintiff has retained  
21 experienced counsel competent in complex multi-party and class action litigation, and Plaintiff  
22 intends to prosecute this action vigorously. The Class’s interests will be fairly and adequately  
23 protected by Plaintiff and her counsel.

24 **Superiority**

25 64. Class action litigation is superior to any other available means for the fair and  
26 efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in  
27 the management of this action as a class action. The damages suffered by Plaintiff and the other  
28 Class members are relatively small compared to the burden and expense that would be required to

1 individually litigate their claims against Apple, so it would be impracticable for members of the  
2 proposed Class to individually seek redress from the courts. Even if the individual Class members  
3 could afford to undertake individual litigation, such individual claims would unnecessarily burden  
4 the court system should they do so. Furthermore, individual litigation creates potential for  
5 inconsistent or contradictory orders and judgments and increases delay and expense to the parties  
6 and to the court system. A class action would present fewer administrative difficulties, would be  
7 more efficient, and would enhance the interests of consistent and fair justice in this matter.

8 65. In the alternative, the Class also may be certified because Defendant has acted or  
9 refused to act on grounds generally applicable to the Class thereby making final declaratory and/or  
10 injunctive relief with respect to the members of the Class as a whole, appropriate.

11 66. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf  
12 of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from  
13 engaging in the acts described, and to require Defendant to provide relief to Plaintiff and Class  
14 members.

15 67. Unless the Class is certified, Defendant will retain monies that were taken from  
16 Plaintiff and Class members as a result of Defendant's wrongful conduct. Unless a classwide  
17 injunction is issued, Defendant will continue to commit the violations alleged and the members of  
18 the Class and the general public will continue to be misled.

## 19 **COUNT I**

### 20 **Violations of the Unfair Competition Law,** 21 **Cal. Bus. & Prof. Code § 17200, *et seq.***

22 68. Plaintiff repeats and incorporates herein by reference the allegations in the preceding  
23 paragraphs of this complaint, as if set forth fully herein.

24 69. Plaintiff and Defendant are "persons" within the meaning of the UCL. Cal. Bus. &  
25 Prof Code § 17201.

26 70. The UCL defines unfair competition to include any "unlawful, unfair, or fraudulent  
27 business act or practice." Cal. Bus. & Prof Code § 17200.  
28

1           71. As a result of engaging in the conduct alleged in this Complaint, Defendant has  
2 violated the UCL’s proscription against engaging in “unlawful” conduct by virtue of its violations  
3 of California’s Consumers Legal Remedies Act, Civil Code § 1750, violation of Civil Code §§ 1572,  
4 1573, 1709, 1711, 1770(a)(5), (7), (9) and the common law. Plaintiff reserves the right to allege  
5 other violations of law which constitute unlawful business acts or practices under the UCL.

6           72. As a result of engaging in the conduct alleged in this Complaint, Defendant has also  
7 violated the UCL prohibition against unfair business acts or practices. Defendant’s unfair conduct  
8 alleged in this Complaint is immoral, unethical, oppressive, unscrupulous, or substantially injurious  
9 to consumers because consumers have lost substantial amounts of money using App Store apps that  
10 were not legitimate, vetted, or safe as represented by Apple. There is no utility or legitimate business  
11 purpose for Apple’s conduct in that Apple by its express representations and long-term campaign  
12 promises that apps from its App Store are legitimate, safe, and secure and can be downloaded with  
13 confidence because of Apple’s vetting process and security standards. However, because Apple has  
14 prioritized profit over ethics, Apple fails to adequately vet predatory, potentially devastating “pig  
15 butchering” cryptocurrency scam apps and makes them available to download despite its continuing  
16 misrepresentations that the apps in its App Store are vetted, safe and trustworthy.

17           73. Apple’s unfair conduct also undermines public policies aimed at protecting  
18 consumers from harm, especially in digital marketplaces. California, in particular, has a strong  
19 public policy in favor of safeguarding consumers against deceptive practices and ensuring that  
20 products and services available to the public do not pose undue risk of fraud or financial loss. Public  
21 policy encourages protecting citizens from financial scams and fraudulent schemes, particularly in  
22 digital markets where consumers are more vulnerable. By allowing fraudulent apps that facilitate  
23 “pig butchering” scams, Apple’s conduct violates public policy aimed at preventing fraud and  
24 financial exploitation. Public policies also generally uphold the importance of transparency and  
25 truthfulness in advertising, especially when companies make safety and security claims. Apple’s  
26 representations of App Store safety create a misleading sense of security, and violate policies against  
27 false advertising. There is also a public policy interest in maintaining high standards of digital  
28 security and privacy for consumers. Particularly given its representations to the contrary, Apple’s

1 failure to vet fraudulent cryptocurrency trading apps contravenes public policies intended to ensure  
2 that digital services, especially those related to finance, do not expose users to unnecessary risk.  
3 Public policy supports the principle that companies with substantial market control have a duty to  
4 protect users from known risks, especially where users cannot avoid these risks themselves. Apple's  
5 exclusive control over iOS app distribution heightens its duty to protect consumers, and its failure  
6 to do so conflicts with public policies focused on consumer protection in monopolized digital  
7 markets.

8 74. Defendant's business practices are also unfair within the meaning of the UCL  
9 because the injury to Plaintiff and the Class is not outweighed by any countervailing benefits to  
10 consumers or competition, and the injury could not reasonably be avoided by Plaintiff and the Class  
11 members. There were reasonable available alternatives to further Defendant's legitimate business  
12 interests other than the conduct described herein.

13 75. As a result of engaging in the conduct alleged in this Complaint, Defendant has also  
14 violated the UCL prohibition against fraudulent business acts or practices by representing that apps  
15 from its App Store are legitimate, safe, and secure and can be downloaded with confidence because  
16 of Apple's vetting process and security standards. Defendant's conduct as set forth fully above was  
17 false, misleading, and/or likely to deceive a reasonable consumer. A reasonable consumer would be  
18 deceived or misled by Apple's representations because the representations regarding the  
19 legitimacy, safety, and security of App Store apps are material to consumers' decision to purchase  
20 Apple hardware devices (iPhones and iPads) and download and use App Store apps for financial  
21 transactions and related purposes. Plaintiff and other Class members have in fact been deceived as  
22 a result of their reliance on Defendant's material misrepresentations.

23 76. Plaintiff has suffered injury in fact and lost money or property as a result of  
24 Defendant's unlawful, unfair, and fraudulent business acts and practices alleged herein. Because of  
25 the unfair business practices at issue, Plaintiff and members of the Class have suffered an injury in  
26 fact and have lost money and property, including, but not limited to, the expected utility and  
27 performance of their Apple iPhones and iPads, the purchase price of their Apple devices, and/or the  
28 difference between the price Class members paid and the actual worth of the hardware product had

1 Apple disclosed the true nature of the representations at issue. As a result of Defendant's misconduct  
2 and representations, Plaintiff also invested and lost thousands of dollars in a scam app she acquired  
3 through Apple's App Store.

4 77. Apple's conduct in violation of the UCL is ongoing and continuing to this date. The  
5 unlawful, unfair, and fraudulent business acts and practices of Defendant described herein present  
6 a continuing threat in that Apple is currently engaging in such acts and practices, and will persist  
7 and continue to do so unless and until an injunction is issued by this Court. Plaintiff intends to  
8 continue to purchase App Store apps in the future if they are secure and comport with Apple's claims  
9 regarding its standards, vetting, and review. Because Plaintiff owns Apple iPhones and/or iPads,  
10 and the ability to download and use apps is integral to the core functionality of the Apple devices  
11 she owns, she has no reasonable, comparable alternatives except to download and use apps from  
12 Apple's App Store. Injunctive relief, in the form of corrective advertising, is necessary to dispel  
13 public misperception about the safety and trustworthiness of apps in Apple's App Store that has  
14 resulted from years of Apple's unlawful marketing efforts and to prevent current and future Apple  
15 product users from being misled.

16 78. Plaintiff, on behalf of herself and the Class members, seeks restitution from  
17 Defendant of all money and property lost by Plaintiff and the other members of the Class investing  
18 through fraudulent cryptocurrency apps acquired through the App Store and by overpaying for their  
19 Apple hardware devices, an injunction prohibiting Defendant from continuing the unfair business  
20 practices, corrective advertising, and all other relief this Court deems appropriate, consistent with  
21 Business & Professions Code § 17203.

## 22 **COUNT II**

### 23 **Violations of Consumers Legal Remedies Act,** 24 **Cal. Civ. Code § 1750, et seq.**

25 79. Plaintiff repeats and incorporates herein by reference the allegations in the preceding  
26 paragraphs of this Complaint, as if set forth fully herein.

27 80. At all relevant times the Apple devices (e.g., iPhones or iPads), which include the  
28 App Store and applications available therein are goods or services that Apple has marketed and that

1 Plaintiff and Class members purchased or obtained for personal, family, or household purpose and,  
2 as such, are “goods” and “services” as defined by Cal. Civil Code sections 1761(a), (b).

3 81. Plaintiff and Class members are individuals who purchased or leased and have used  
4 one or more Apple devices (e.g., iPhones or iPads) for personal, family, or household purposes and,  
5 as such, are “consumers” defined in Cal. Civil Code section 1761(d). Apple is a corporation and, as  
6 such, is a “person” as that term is defined in Cal. Civ. Code section 1761(c).

7 82. Plaintiff and Class members purchased iPhones and iPads based at least in part on  
8 the mistaken belief and impression cultivated by Apple that the devices could be used to download  
9 safe and trustworthy apps vetted by Apple and available in the App Store, and that Apple does not  
10 permit apps that violate its developer guidelines (including requirements for safe and trustworthy  
11 cryptocurrency exchange apps). Plaintiff and members of the Class would not have purchased the  
12 Apple hardware devices and/or would not have paid as much for them if Apple disclosed that the  
13 representations discussed herein were false and misleading.

14 83. In offering apps for download in the App Store onto Apple devices (e.g., iPhones or  
15 iPads), Apple represented that applications downloaded from the App Store are safe for use on  
16 Apple devices. Apple represents, *inter alia*, that “the App Store has proved to be a safe and trusted  
17 place to discover and download apps,” that Apple is “[d]edicated to trust and safety,” that “Apps  
18 must adhere to our guidelines,” that “[e]very week, over 500 dedicated experts around the world  
19 review over 100 Apps,” and that “[o]ver 1M submissions rejected for objectionable, harmful, unsafe,  
20 or illegal content.”<sup>41</sup>

21 84. As a result of these and other representations as alleged above, Plaintiff and Class  
22 members purchased iPhones and iPads and downloaded and used the fraudulent cryptocurrency apps  
23 from the App Store. A reasonable consumer would be deceived or misled by Apple’s  
24 representations because the representations regarding the legitimacy, safety, and security of App  
25 Store apps are material to consumers’ decision to purchase iPhones and iPads and download and  
26 use App Store apps for financial transactions and purposes.

27

28 <sup>41</sup> *Supra* n.2.

1           85. Notwithstanding these representations, the cryptocurrency apps used by Class  
2 members were not legitimate, safe, or trustworthy and Defendant failed to properly vet the  
3 cryptocurrency applications before providing them to the public.

4           86. By virtue of this ongoing practice and course of conduct, Defendant has violated and  
5 will continue to violate section 1770(a)(2) of the CLRA by misrepresenting the source, sponsorship,  
6 approval, or certification of its goods or services.

7           87. By virtue of this ongoing practice and course of conduct, Defendant has violated and  
8 will continue to violate section 1770(a)(5) of the CLRA by representing that its goods or services  
9 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not  
10 have.

11           88. By virtue of this ongoing practice and course of conduct, Defendant has violated and  
12 will continue to violate section 1770(a)(7) of the CLRA by representing that its goods or services  
13 are of a particular standard, quality, or grade, when in fact, they are of another.

14           89. By virtue of this ongoing practice and course of conduct, Defendant has violated and  
15 will continue to violate section 1770(a)(9) of the CLRA by advertising goods with intent not to sell  
16 them as advertised.

17           90. Defendant's violations of the CLRA present a continuing threat to Plaintiff and Class  
18 members in that Defendant continues to engage in the above-referenced acts and practices, and  
19 unless enjoined from doing so by this Court, will continue to do so. Plaintiff intends to continue to  
20 download and use App Store apps in the future if they are secure and comport with Apple's claims  
21 regarding standards, vetting, and review. Because Plaintiff and Class members own Apple iPhones  
22 and/or iPads, and the ability to download and use apps is integral to the core functionality of the  
23 Apple devices they own, they have no reasonable, comparable alternatives except to download and  
24 use apps from Apple's App Store. Injunctive relief, in the form of corrective advertising, is  
25 necessary to dispel public misperception about the safety and trustworthiness of apps in Apple's  
26 App Store that has results from years of Apple's unlawful marketing efforts and to prevent current  
27 and future Apple product users from being misled. Defendant's conduct is fraudulent, wanton, and  
28 malicious.

1 91. In compliance with Civil Code section 1780(d), attached as **Exhibit A** is the affidavit  
2 showing that the action has been commenced in the proper forum.

3 92. Plaintiff seeks an order awarding equitable relief, as well as an award of attorneys’  
4 fees and costs pursuant to Civil Code § 1780 (a), (d) and (e). Plaintiff will amend her complaint to  
5 seek actual damages as provided by the CLRA if Apple does not take corrective action within thirty  
6 days of receiving notice of its violations of the CLRA.

7 **COUNT III**

8 **Declaratory Relief**

9 93. Plaintiff repeats and realleges all paragraphs as if fully set forth herein.

10 94. Pursuant to 28 U.S.C. § 2201, the Court “may declare the rights and other legal  
11 relations of any interested party seeking such declaration, whether or not further relief is or could  
12 be sought.”

13 95. An actual, present, and justiciable controversy exists between Plaintiff and Apple  
14 regarding the truth and legality of Apple’s representations and omissions concerning the safety,  
15 legitimacy, and vetting of apps available in the App Store, including the apps used in the fraudulent  
16 schemes alleged herein.

17 96. Apple has publicly represented that apps from its App Store are legitimate, safe, and  
18 secure and can be downloaded with confidence because of Apple’s vetting process and security  
19 standards.

20 97. Plaintiff and Class members downloaded and used such apps in reliance on Apple’s  
21 representations and were harmed as a result.

22 98. Plaintiff, individually and on behalf of the other Class members, seek entry of the  
23 following declarations: (a) Apple’s representations regarding the legitimacy, safety, vetting process  
24 and security standards as alleged herein were false or deceptive; and (b) Apple is liable for damages  
25 to Class members proximately caused by its false or deceptive representations.

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*Attorneys for Plaintiff*

# **Exhibit A**

1 BLOOD HURST & O'REARDON, LLP  
 2 TIMOTHY G. BLOOD (149343)  
 3 LESLIE E. HURST (178432)  
 4 THOMAS J. O'REARDON II (247952)  
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 aparkhill@barnowlaw.com

13 Attorneys for Plaintiff

14 **UNITED STATES DISTRICT COURT**

15 **NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION**

16 DANYELL SHIN, on behalf of herself and all  
17 others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE, INC.,

21 Defendant.

Case No.

**AFFIDAVIT OF TIMOTHY G. BLOOD  
PURSUANT TO CALIFORNIA CIVIL  
CODE § 1780(d)**

**CLASS ACTION**

Complaint Filed:  
Trial Date: Not Set

**JURY TRIAL DEMANDED**

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1 I, TIMOTHY G. BLOOD, declare as follows:

2 1. I am an attorney duly licensed to practice before all courts of the State of California.  
3 I am the managing partner of the law firm of Blood, Hurst & O'Reardon, LLP, one of counsel of  
4 record for plaintiff in the above-entitled action.

5 2. Defendant Apple Inc. has its principal place of business in, headquarters in, and has  
6 done and is doing business in Santa Clara County. Such business includes the marketing, promoting,  
7 distributing, and selling of the Apps at issue in this lawsuit.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing  
9 is true and correct. Executed on June 12, 2025, at San Diego, California.

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*s/ Timothy G. Blood*  
TIMOTHY G. BLOOD

JS-CAND 44 (Rev. 10/2020)

**CIVIL COVER SHEET**

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

DANYELL SHIN,

(b) County of Residence of First Listed Plaintiff Cook County, Illinois  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Timothy G. Blood; Blood Hurst & O'Reardon, LLP; 501 West Broadway, Suite 1490; San Diego, CA 92101; Tel: 619/338-1100 [SEE ATTACHMENT A]

**DEFENDANTS**

APPLE, INC.

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

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

Attorneys (If Known)

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	<b>PERSONAL INJURY</b>	625 Drug Related Seizure of Property 21 USC § 881	422 Appeal 28 USC § 158	375 False Claims Act
120 Marine	310 Airplane	690 Other	423 Withdrawal 28 USC § 157	376 Qui Tam (31 USC § 3729(a))
130 Miller Act	315 Airplane Product Liability	<b>LABOR</b>	<b>PROPERTY RIGHTS</b>	400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	710 Fair Labor Standards Act	820 Copyrights	410 Antitrust
150 Recovery of Overpayment Of Veteran's Benefits	330 Federal Employers' Liability	720 Labor/Management Relations	830 Patent	430 Banks and Banking
151 Medicare Act	340 Marine	740 Railway Labor Act	835 Patent—Abbreviated New Drug Application	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	751 Family and Medical Leave Act	840 Trademark	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	790 Other Labor Litigation	880 Defend Trade Secrets Act of 2016	470 Racketeer Influenced & Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability	791 Employee Retirement Income Security Act	<b>SOCIAL SECURITY</b>	480 Consumer Credit
190 Other Contract	360 Other Personal Injury	<b>IMMIGRATION</b>	861 HIA (1395ff)	485 Telephone Consumer Protection Act
195 Contract Product Liability	362 Personal Injury—Medical Malpractice	462 Naturalization Application	862 Black Lung (923)	490 Cable/Sat TV
196 Franchise	<b>CIVIL RIGHTS</b>	465 Other Immigration Actions	863 DIWC/DIWW (405(g))	850 Securities/Commodities/Exchange
<b>REAL PROPERTY</b>	440 Other Civil Rights	<b>PRISONER PETITIONS</b>	864 SSID Title XVI	<input checked="" type="checkbox"/> 890 Other Statutory Actions
210 Land Condemnation	441 Voting	<b>HABEAS CORPUS</b>	865 RSI (405(g))	891 Agricultural Acts
220 Foreclosure	442 Employment	463 Alien Detainee	<b>FEDERAL TAX SUITS</b>	893 Environmental Matters
230 Rent Lease & Ejectment	443 Housing/Accommodations	510 Motions to Vacate Sentence	870 Taxes (U.S. Plaintiff or Defendant)	895 Freedom of Information Act
240 Torts to Land	445 Amer. w/Disabilities—Employment	530 General	871 IRS—Third Party 26 USC § 7609	896 Arbitration
245 Tort Product Liability	446 Amer. w/Disabilities—Other	535 Death Penalty		899 Administrative Procedure Act/Review or Appeal of Agency Decision
290 All Other Real Property	448 Education	<b>OTHER</b>		950 Constitutionality of State Statutes
		540 Maudamus & Other		
		550 Civil Rights		
		555 Prison Condition		
		560 Civil Detainee—Conditions of Confinement		

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation—Transfer
- 8 Multidistrict Litigation—Direct File

**VI. CAUSE OF ACTION**

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

28 U.S.C. § 1332(d)

Brief description of cause:

Violations of Bus & Prof Code § 17200 and Civ. Code § 1750

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S), IF ANY** (See instructions):

JUDGE Noël Wise

DOCKET NUMBER 5:24-cv-09304-NW

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**

(Place an "X" in One Box Only)  SAN FRANCISCO/OAKLAND  SAN JOSE  EUREKA-MCKINLEYVILLE

DATE 06/12/2025

SIGNATURE OF ATTORNEY OF RECORD

s/ Timothy G. Blood

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44**

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

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

*Danyell Shin v. Apple, Inc.*

United States District Court, Northern District of California – San Jose Division

**ATTACHMENT A TO CIVIL COVER SHEET**

*Attorneys for Plaintiff Danyell Shin*

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Apple Hit With Class Action Suit Over Alleged Scam Crypto Apps Made for 'Pig Butchering' Schemes](#)

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