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APPLE INC.

9  
10 **UNITED STATES DISTRICT COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12 **SAN JOSE DIVISION**

13 IN RE: MACBOOK KEYBOARD  
14 LITIGATION

Case No.: 5:18-cv-02813-EJD

**DEFENDANT APPLE INC.'S ANSWER  
TO PLAINTIFFS' SECOND AMENDED  
CONSOLIDATED CLASS ACTION  
COMPLAINT**

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Consol. Compl. Filed: October 11, 2018  
Am. Consol. Compl. Filed: May 13, 2019  
2nd Consol. Compl. Filed: July 2, 2020

1 Defendant Apple Inc. hereby answers Plaintiffs’ Second Amended Consolidated Class  
2 Action Complaint (“SAC”). Any and all allegations not specifically admitted herein are denied.  
3 To the extent the SAC asserts conclusions of law, such conclusions of law require no response.  
4 To the extent any response is required to headings or other unnumbered paragraphs in the SAC,  
5 Apple denies the factual allegations, if any, contained in such headings or unnumbered  
6 paragraphs.

7 **SUMMARY OF THE ACTION**

8 1. Responding to paragraph 1 of the SAC, Apple admits that Plaintiffs have brought  
9 an action on behalf of individuals who have allegedly purchased model year 2015 or later  
10 MacBook, model year 2016 or later MacBook Pro, and model year 2018 or later MacBook Air  
11 equipped with a “butterfly” keyboard (collectively, “MacBook”). Apple admits that it markets  
12 and sells MacBook notebooks and that the starting price for some models is more than \$1,200.00.  
13 Except as otherwise stated, Apple denies the allegations in paragraph 1.

14 2. Apple denies the allegations in paragraph 2 of the SAC.

15 3. Responding to paragraph 3 of the SAC, Apple admits that it developed the  
16 butterfly keyboard, filed patent applications for its design, and sold MacBook notebooks with the  
17 butterfly keyboard. Except as otherwise stated, Apple denies the allegations in paragraph 3.

18 4. Responding to paragraph 4 of the SAC, Apple states that to the extent paragraph 4  
19 references or purports to summarize, interpret, or quote from any portion of apple.com, the  
20 website speaks for itself, and Apple denies any characterization of the website that is inconsistent  
21 with its content. Apple states that insofar as the allegations in paragraph 4 state conclusions of  
22 law, no response thereto is required. Except as otherwise stated, Apple denies the allegations in  
23 paragraph 4.

24 5. Responding to paragraph 5 of the SAC, Apple admits that a one-year limited  
25 warranty accompanies the sale of every MacBook. Apple also admits that it implemented a  
26 Keyboard Service Program. Apple states that to the extent paragraph 5 references or purports to  
27 summarize, interpret, or quote from documents, the documents speak for themselves, and Apple  
28

1 denies any characterization of the documents that is inconsistent with their content. Except as  
2 otherwise stated, Apple denies the allegations in paragraph 5.

3 6. Responding to paragraph 6 of the SAC, Apple states that to the extent paragraph 6  
4 references or purports to summarize, interpret, or quote from online postings, websites, or any  
5 iteration of a petition on Change.org, the postings and websites speak for themselves, and Apple  
6 denies any characterization of the postings and websites that is inconsistent with their content, or  
7 lacks knowledge or information sufficient to form a belief as to the truth of those allegations, and  
8 on that basis, denies them. Except as otherwise stated, Apple denies the allegations in  
9 paragraph 6.

10 7. Responding to paragraph 7 of the SAC, Apple admits that Plaintiffs seek relief for  
11 themselves and other MacBook purchasers. Except as otherwise stated, Apple denies the  
12 allegations in paragraph 7 of the SAC.

13 **PARTIES**

14 8. Responding to paragraph 8 of the SAC, Apple is without knowledge or  
15 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Zixuan  
16 Rao, and on that basis denies those allegations.

17 9. Responding to paragraph 9 of the SAC, Apple is without knowledge or  
18 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Joseph  
19 Baruch and on that basis denies those allegations.

20 10. Responding to paragraph 10 of the SAC, Apple is without knowledge or  
21 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Bo  
22 Laurent and on that basis denies those allegations.

23 11. Responding to paragraph 11 of the SAC, Apple is without knowledge or  
24 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Ashley  
25 Marin and on that basis denies those allegations.

26 12. Responding to paragraph 12 of the SAC, Apple is without knowledge or  
27 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Kyle  
28 Barbaro, and on that basis denies those allegations.

1 13. Responding to paragraph 13 of the SAC, Apple is without knowledge or  
2 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Steve  
3 Eakin, and on that basis denies those allegations.

4 14. Responding to paragraph 14 of the SAC, Apple is without knowledge or  
5 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Michael  
6 Hopkins, and on that basis denies those allegations.

7 15. Responding to paragraph 15 of the SAC, Apple is without knowledge or  
8 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Adam  
9 Lee, and on that basis denies those allegations.

10 16. Responding to paragraph 16 of the SAC, Apple is without knowledge or  
11 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Kevin  
12 Melkowski, and on that basis denies those allegations.

13 17. Responding to paragraph 17 of the SAC, Apple is without knowledge or  
14 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff Lorenzo  
15 Ferguson, and on that basis denies those allegations.

16 18. Responding to paragraph 18 of the SAC, Apple is without knowledge or  
17 information sufficient to form a belief as to the truth of the allegations regarding Plaintiff  
18 Benjamin Gulker, and on that basis denies those allegations.

19 19. Responding to paragraph 19 of the SAC, Apple admits that it is incorporated under  
20 the laws of the State of California and that it maintains its principal place of business in  
21 Cupertino, California.

### 22 **JURISDICTION AND VENUE**

23 20. Responding to paragraph 20 of the SAC, Apple admits that this Court has  
24 jurisdiction pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332, *et*  
25 *seq.*, and that Plaintiffs purport to summarize, interpret, or state the contents of CAFA. Apple  
26 denies any characterization of CAFA that is inconsistent with its content. Apple denies that class  
27 treatment is appropriate or warranted. Except as otherwise admitted, Apple denies the allegations  
28 in paragraph 20.

1           21.     Responding to paragraph 21 of the SAC, Apple admits that its principal place of  
 2 business is within the District. Apple further admits that it conducts business in California.  
 3 Apple states that insofar as the allegations in paragraph 21 state conclusions of law, no response  
 4 thereto is required.

5           22.     Responding to paragraph 22 of the SAC, Apple admits that venue is proper in this  
 6 District. Apple states that insofar as the allegations in paragraph 22 state conclusions of law, no  
 7 response thereto is required. Except as otherwise stated, Apple denies the allegations in  
 8 paragraph 22.

9           23.     Responding to paragraph 23 of the SAC, Apple admits that decisions regarding  
 10 keyboard design for the MacBook, MacBook Pro, and MacBook Air, as well as decisions  
 11 regarding the Keyboard Service Program are made in California. Apple further admits that  
 12 marketing materials for the MacBook, MacBook Pro, and MacBook Air are developed in  
 13 California. Apple admits that the launch events for the 2015 MacBook and 2016 MacBook Pro  
 14 took place in Cupertino, California. Apple further admits that decisions regarding the  
 15 development, marketing, and advertising of the MacBook are made in California. Apple further  
 16 admits that certain procedures and warranty policies regarding the MacBook’s hardware and  
 17 software are made in California. Except as otherwise stated, Apple denies the allegations in  
 18 paragraph 23.

19   **INTRADISTRICT ASSIGNMENT**

20           24.     Responding to paragraph 24 of the SAC, Apple admits that assignment to the San  
 21 Jose Division is appropriate. Apple states that insofar as the allegations in paragraph 24 state  
 22 conclusions of law, no response thereto is required. Except as otherwise stated, Apple denies the  
 23 allegations in paragraph 24.

24   **PLAINTIFF-SPECIFIC ALLEGATIONS**

25   **Plaintiff Zixuan Rao**

26           25.     Responding to paragraph 25 of the SAC, Apple states that its records indicate  
 27 Plaintiff Rao purchased a 2017 MacBook Pro online from B&H Photo Video in January 2018.  
 28

1 Apple states that it is without knowledge or information sufficient to form a belief as to the truth  
2 of the remaining allegations, and on that basis denies the remaining allegations in paragraph 25.

3 26. Responding to paragraph 26 of the SAC, Apple states that it is without knowledge  
4 or information sufficient to form a belief as to the truth of the allegations in paragraph 26, and on  
5 that basis denies the allegations in paragraph 26.

6 27. Responding to paragraph 27 of the SAC, Apple states that it is without knowledge  
7 or information sufficient to form a belief as to the truth of the allegations in paragraph 27, and on  
8 that basis denies the allegations in paragraph 27.

9 28. Responding to paragraph 28 of the SAC, Apple states that it is without knowledge  
10 or information sufficient to form a belief as to the truth of the allegations in paragraph 28, and on  
11 that basis denies the allegations in paragraph 28.

12 29. Responding to paragraph 29 of the SAC, Apple states that its records indicate  
13 Plaintiff Rao brought his MacBook Pro to the Apple retail store located in Fashion Valley  
14 shopping center in San Diego, California on or about April 2, 2018. Apple further states that its  
15 records indicate Plaintiff Rao reported that the “b” key works intermittently. Apple’s records  
16 further indicate that a Genius Bar representative cleaned out the keyboard, and offered to send the  
17 MacBook Pro to depot repair center for top case replacement, but that Plaintiff Rao declined the  
18 repair. Apple states that it is without knowledge or information sufficient to form a belief as to  
19 the truth of the remaining allegations in paragraph 29, and on that basis denies the remaining  
20 allegations in paragraph 29.

21 30. Responding to paragraph 30 of the SAC, Apple denies that Plaintiff Rao has  
22 suffered any injury. Apple states that insofar as allegations in paragraph 30 state conclusions of  
23 law, no response thereto is required. Apple further states that it is without knowledge or  
24 information sufficient to form a belief as to the truth of the remaining allegations in paragraph 30,  
25 and on that basis denies the remaining allegations in paragraph 30.

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**Plaintiff Joseph Baruch**

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2 31. Responding to paragraph 31 of the SAC, Apple states that its records indicate  
3 Plaintiff Baruch purchased a 2017 MacBook Pro from an Apple retail store in Sherman Oaks,  
4 California in July 2017 for \$1,799.00 plus tax.

5 32. Responding to paragraph 32 of the SAC, Apple states that it is without knowledge  
6 or information sufficient to form a belief as to the truth of the allegations in paragraph 32, and on  
7 that basis denies the allegations in paragraph 32.

8 33. Responding to paragraph 33 of the SAC, Apple states that it is without knowledge  
9 or information sufficient to form a belief as to the truth of the allegations in paragraph 33, and on  
10 that basis denies the allegations in paragraph 33.

11 34. Responding to paragraph 34 of the SAC, Apple states that it is without knowledge  
12 or information sufficient to form a belief as to the truth of the allegations in paragraph 34, and on  
13 that basis denies the allegations in paragraph 34.

14 35. Responding to paragraph 35 of the SAC, Apple states that it is without knowledge  
15 or information sufficient to form a belief as to the truth of the allegations in paragraph 35, and on  
16 that basis denies the allegations in paragraph 35.

17 36. Responding to paragraph 36 of the SAC, Apple states that its records indicate that  
18 Plaintiff Baruch brought his MacBook Pro to an Apple retail store in Sherman Oaks, California  
19 for repair on or about March 16, 2018. Apple further states that its records indicate that it  
20 proposed to send Plaintiff Baruch's MacBook Pro to an Apple service depot for repair. Apple  
21 states that it is without knowledge or information sufficient to form a belief as to the truth of the  
22 remaining allegations, and on that basis denies the remaining allegations in paragraph 36.

23 37. Responding to paragraph 37 of the SAC, Apple states that its records indicate that  
24 Plaintiff Baruch's MacBook Pro was sent to an Apple service depot for repair, and that Apple  
25 notified Plaintiff Baruch on or about March 25, 2018 that his repaired MacBook Pro was ready  
26 for pick up. Apple states that it is without knowledge or information sufficient to form a belief as  
27 to the truth of the allegations in paragraph 37, and on that basis denies the allegations in  
28 paragraph 37.





1           44.     Responding to paragraph 44 of the SAC, Apple states that its records indicate that  
2 Plaintiff Laurent was notified on or about June 23, 2019 by the Apple retail store in Santa Rosa,  
3 California that a repair was completed on her MacBook Pro, and that the “r,” “u,” “c,” and “e”  
4 keys were replaced. Apple states that it is without knowledge or information sufficient to form a  
5 belief as to the truth of the remaining allegations, and on that basis denies the remaining  
6 allegations in paragraph 44.

7           45.     Responding to paragraph 45 of the SAC, Apple states that its records indicate  
8 Plaintiff Laurent left her MacBook Pro at the Apple retail store in Santa Rosa, California on or  
9 about June 27, 2019 for a top case replacement, and that Plaintiff Laurent was advised on or about  
10 June 29, 2019 that it was ready for pickup. Apple states that it is without knowledge or  
11 information sufficient to form a belief as to the truth of the remaining allegations, and on that  
12 basis denies the remaining allegations in paragraph 45.

13           46.     Responding to paragraph 46 of the SAC, Apple states that its records indicate  
14 Plaintiff Laurent brought her MacBook to Mobile Kangaroo, an Apple Authorized Service  
15 Provider, on or about October 25, 2019 for a top case replacement. Apple states that it is without  
16 knowledge or information sufficient to form a belief as to the truth of the remaining allegations,  
17 and on that basis denies the remaining allegations in paragraph 46.

18           47.     Responding to paragraph 47 of the SAC, Apple states that its records indicate that  
19 Plaintiff Laurent brought her MacBook to the Apple retail store in Santa Rosa, California on or  
20 about February 27, 2020, and that a top case repair was completed on February 29, 2020. Apple  
21 states that it is without knowledge or information sufficient to form a belief as to the truth of the  
22 remaining allegations, and on that basis denies the remaining allegations in paragraph 47.

23           48.     Responding to paragraph 48 of the SAC, Apple denies that Plaintiff Laurent has  
24 suffered any injury. Apple states that insofar as allegations in paragraph 48 state conclusions of  
25 law, no response thereto is required. Apple further states that it is without knowledge or  
26 information sufficient to form a belief as to the truth of the remaining allegations in paragraph 48,  
27 and on that basis denies the remaining allegations in paragraph 48.  
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**Plaintiff Ashley Marin**

1  
2 49. Apple states that it is without knowledge or information sufficient to form a belief  
3 as to the truth of the allegations in paragraph 49, and on that basis denies them.

4 50. Responding to paragraph 50 of the SAC, Apple states that it is without knowledge  
5 or information sufficient to form a belief as to the truth of the allegations in paragraph 50, and on  
6 that basis denies the allegations in paragraph 50.

7 51. Responding to paragraph 51 of the SAC, Apple states that it is without knowledge  
8 or information sufficient to form a belief as to the truth of the allegations in paragraph 51, and on  
9 that basis denies the allegations in paragraph 51.

10 52. Responding to paragraph 52 of the SAC, Apple states that its records indicate that  
11 Ashley Marin brought the referenced MacBook to the Apple retail store located in Victoria  
12 Gardens shopping center in Rancho Cucamonga, California on or about June 23, 2017. Apple  
13 further states that its records indicate that Apple was going to replace the “i” key when she  
14 returned to the store. Apple states that it is without knowledge or information sufficient to form a  
15 belief as to the truth of the remaining allegations, and on that basis denies the remaining  
16 allegations in paragraph 52.

17 53. Responding to paragraph 53 of the SAC, Apple states that it is without knowledge  
18 or information sufficient to form a belief as to the truth of the allegations in paragraph 53, and on  
19 that basis denies the allegations in paragraph 53.

20 54. Responding to paragraph 54 of the SAC, Apple states that it is without knowledge  
21 or information sufficient to form a belief as to the truth of the allegations in paragraph 54, and on  
22 that basis denies the allegations in paragraph 54.

23 55. Responding to paragraph 55 of the SAC, Apple denies that Plaintiff Marin has  
24 suffered any injury. Apple states that insofar as allegations in paragraph 55 state conclusions of  
25 law, no response thereto is required. Apple further states that it is without knowledge or  
26 information sufficient to form a belief as to the truth of the remaining allegations in paragraph 55,  
27 and on that basis denies the remaining allegations in paragraph 55.  
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**Plaintiff Kyle Barbaro**

1  
2 56. Responding to paragraph 56 of the SAC, Apple states that its records indicate  
3 Plaintiff Barbaro purchased a 2016 MacBook Pro from apple.com in November 2016 for  
4 \$2,548.94 (including tax), and picked it up at an Apple retail store in Burlington, Massachusetts.

5 57. Responding to paragraph 57 of the SAC, Apple states that it is without knowledge  
6 or information sufficient to form a belief as to the truth of the allegations in paragraph 57, and on  
7 that basis denies the allegations in paragraph 57.

8 58. Responding to paragraph 58 of the SAC, Apple states that it is without knowledge  
9 or information sufficient to form a belief as to the truth of the allegations in paragraph 58, and on  
10 that basis denies the allegations in paragraph 58.

11 59. Responding to paragraph 59, Apple states that its records indicate Plaintiff Barbaro  
12 contacted Apple Support on or about September 4, 2017 regarding his MacBook Pro, and Apple  
13 Support made a Concierge Reservation for him to take his notebook in for service. Apple further  
14 states that its Apple states that it is without knowledge or information sufficient to form a belief  
15 as to the truth of the remaining allegations in paragraph 59, and on that basis denies the remaining  
16 allegations in paragraph 59.

17 60. Responding to paragraph 60 of the SAC, Apple states its records indicate Plaintiff  
18 Barbaro visited an Apple retail store on or about September 11, 2017, and reported that the  
19 “space” and “caps lock” keys of his MacBook Pro were “not typing.” Apple’s records further  
20 indicate that a Genius Bar representative inspected Plaintiff Barbaro’s MacBook Pro, and that the  
21 MacBook Pro was sent to an Apple service depot for repair. Apple states that it is without  
22 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in  
23 paragraph 60, and on that basis denies the remaining allegations in paragraph 60.

24 61. Responding to paragraph 61 of the SAC, Apple states its records indicate that  
25 Apple notified Plaintiff Barbaro on or about September 14, 2017 that his repaired MacBook Pro  
26 was available for pick up. Apple states that it is without knowledge or information sufficient to  
27 form a belief as to the truth of the remaining allegations in paragraph 61, and on that basis denies  
28 the remaining allegations in paragraph 61.



1 information sufficient to form a belief as to the truth of the remaining allegations in paragraph 67,  
2 and on that basis denies the remaining allegations in paragraph 67.

3 68. Responding to paragraph 68 of the SAC, Apple states that it is without knowledge  
4 or information sufficient to form a belief as to the truth of the allegations in paragraph 68, and on  
5 that basis denies the allegations in paragraph 68.

6 69. Responding to paragraph 69 of the SAC, Apple states that its records indicate  
7 Plaintiff Eakin called Apple Support on or about January 3, 2018, and was referred to an Apple  
8 Authorized Service Provider for repairs. Apple further states that it is without knowledge or  
9 information sufficient to form a belief as to the truth of the remaining allegations in paragraph 69,  
10 and on that basis denies those allegations.

11 70. Responding to paragraph 70 of the SAC, Apple denies that Plaintiff Eakin has  
12 suffered any injury. Apple states that insofar as allegations in paragraph 70 state conclusions of  
13 law, no response thereto is required. Apple further states that it is without knowledge or  
14 information sufficient to form a belief as to the truth of the remaining allegations in paragraph 70,  
15 and on that basis denies the remaining allegations in paragraph 70.

16 **Plaintiff Michael Hopkins**

17 71. Responding to paragraph 71 of the SAC, Apple states that it is without knowledge  
18 or information sufficient to form a belief as to the truth of the allegations in paragraph 71, and on  
19 that basis denies the allegations in paragraph 71.

20 72. Responding to paragraph 72 of the SAC, Apple states that it is without knowledge  
21 or information sufficient to form a belief as to the truth of the allegations in paragraph 72, and on  
22 that basis denies the allegations in paragraph 72.

23 73. Responding to paragraph 73 of the SAC, Apple states that it is without knowledge  
24 or information sufficient to form a belief as to the truth of the allegations in paragraph 73, and on  
25 that basis denies the allegations in paragraph 73.

26 74. Responding to paragraph 74 of the SAC, Apple states that it is without knowledge  
27 or information sufficient to form a belief as to the truth of the allegations in paragraph 74, and on  
28 that basis denies the allegations in paragraph 74.



1 83. Responding to paragraph 83 of the SAC, Apple states that it is without knowledge  
2 or information sufficient to form a belief as to the truth of the allegations in paragraph 83, and on  
3 that basis denies the allegations in paragraph 83.

4 84. Responding to paragraph 84 of the SAC, Apple denies that Plaintiff Lee has  
5 suffered any injury. Apple states that insofar as allegations in paragraph 84 state conclusions of  
6 law, no response thereto is required. Apple further states that it is without knowledge or  
7 information sufficient to form a belief as to the truth of the remaining allegations in paragraph 84,  
8 and on that basis denies the remaining allegations in paragraph 84.

9 **Plaintiff Kevin Melkowski**

10 85. Responding to paragraph 85 of the SAC, Apple states that its records indicate  
11 Plaintiff Melkowski purchased a 2016 MacBook Pro from apple.com in April 2017. Apple states  
12 that it is without knowledge or information sufficient to form a belief as to the truth of the  
13 remaining allegations, and on that basis denies the remaining allegations in paragraph 85.

14 86. Responding to paragraph 86 of the SAC, Apple states that it is without knowledge  
15 or information sufficient to form a belief as to the truth of the allegations in paragraph 86, and on  
16 that basis denies the allegations in paragraph 86.

17 87. Responding to paragraph 87 of the SAC, Apple states that it is without knowledge  
18 or information sufficient to form a belief as to the truth of the allegations in paragraph 87, and on  
19 that basis denies the allegations in paragraph 87.

20 88. Responding to paragraph 88 of the SAC, Apple states that its records indicate that  
21 Apple set up a repair for Plaintiff Melkowski with Simply Mac, an Apple Authorized Service  
22 Provider. Apple is without knowledge or information sufficient to form a belief as to the truth of  
23 the remaining allegations in paragraph 88, and on that basis denies the remaining allegations in  
24 paragraph 88.

25 89. Responding to paragraph 89 of the SAC, Apple is without knowledge or  
26 information sufficient to form a belief as to the truth of the allegations in paragraph 89, and on  
27 that basis denies the remaining allegations in paragraph 89.  
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1           97.     Responding to paragraph 97 of the SAC, Apple states that it is without knowledge  
2 or information sufficient to form a belief as to the truth of the allegations in paragraph 97, and on  
3 that basis denies the allegations in paragraph 97.

4           98.     Responding to paragraph 98 of the SAC, Apple states that its records indicate that  
5 Plaintiff Ferguson contacted Apple on or about April 21, 2017 through the Support App and  
6 reported an issue with the keyboard not working. Apple states that it is without knowledge or  
7 information sufficient to form a belief as to the truth of the remaining allegations in paragraph 98,  
8 and on that basis denies the remaining allegations in paragraph 98.

9           99.     Responding to paragraph 99 of the SAC, Apple states that it is without knowledge  
10 or information sufficient to form a belief as to the truth of the allegations in paragraph 99, and on  
11 that basis denies the allegations in paragraph 99.

12           100.    Responding to paragraph 100 of the SAC, Apple states that its records indicate that  
13 Plaintiff Ferguson contacted Apple on or about June 28, 2018 through the Support App, and that  
14 Apple referred Plaintiff to an Apple retail store for a repair. Apple further states that its records  
15 indicate that Plaintiff Ferguson went to an Apple retail store on or about July 1, 2018, and a  
16 Genius Bar representative inspected his keyboard, cleaned it, and replaced at least one key.  
17 Apple further states that its records indicate that Apple recommended to Plaintiff Ferguson that if  
18 the issue persists, he should bring his notebook back in to have the top case replaced. Apple  
19 further states that it is without knowledge or information sufficient to form a belief as to the truth  
20 of the remaining allegations in paragraph 100, and on that basis denies the remaining allegations  
21 in paragraph 100.

22           101.    Responding to paragraph 101 of the SAC, Apple states that it is without  
23 knowledge or information sufficient to form a belief as to the truth of the allegations in  
24 paragraph 101, and on that basis denies the allegations in paragraph 101.

25           102.    Responding to paragraph 102 of the SAC, Apple denies that Plaintiff Ferguson has  
26 suffered any injury. Apple states that insofar as allegations in paragraph 102 state conclusions of  
27 law, no response thereto is required. Apple further states that it is without knowledge or  
28

1 information sufficient to form a belief as to the truth of the remaining allegations in  
2 paragraph 102, and on that basis denies the remaining allegations in paragraph 102.

3 **Plaintiff Benjamin Gulker**

4 103. Responding to paragraph 103 of the SAC, Apple states that its records indicate  
5 Plaintiff Gulker purchased a 2016 MacBook from apple.com in June 2016 for \$1,249.00 plus tax.  
6 Apple states that it is without knowledge or information sufficient to form a belief as to the truth  
7 of the remaining allegations in paragraph 103, and on that basis denies the remaining allegations  
8 in paragraph 103.

9 104. Responding to paragraph 104 of the SAC, Apple states that it is without  
10 knowledge or information sufficient to form a belief as to the truth of the allegations in  
11 paragraph 104, and on that basis denies the allegations in paragraph 104.

12 105. Responding to paragraph 105 of the SAC, Apple states that it is without  
13 knowledge or information sufficient to form a belief as to the truth of the allegations in  
14 paragraph 105, and on that basis denies the allegations in paragraph 105.

15 106. Responding to paragraph 106 of the SAC, Apple states that its records indicate  
16 Plaintiff Gulker brought his MacBook Pro to an Apple retail store on or about May 12, 2017,  
17 where a Genius Bar representative cleaned the keys and communicated to Plaintiff Gulker that if  
18 the issue persists, Apple could do a repair at an Apple service depot. Apple states that its records  
19 indicate Plaintiff Gulker declined. Apple is without knowledge or information sufficient to form  
20 a belief as to the truth of the remaining allegations in paragraph 106, and on that basis denies the  
21 remaining allegations in paragraph 106.

22 107. Responding to paragraph 107 of the SAC, Apple states that its records indicate  
23 Plaintiff Gulker visited an Apple retail store on or about October 7, 2017, and reported that the  
24 “space bar” on his MacBook Pro was not working. Apple further states that its records indicate  
25 that a Genius Bar representative sent Plaintiff Gulker’s MacBook Pro to an Apple service depot  
26 for repair. Apple is without knowledge or information sufficient to form a belief as to the truth of  
27 the remaining allegations in paragraph 107, and on that basis denies the remaining allegations in  
28 paragraph 107.



1 113. Responding to paragraph 113 of the SAC, Apple admits that it has advertised the  
2 MacBook and the butterfly keyboard. Apple states that it is without knowledge or information  
3 sufficient to form a belief as to the truth of the allegations in paragraph 113, and on that basis  
4 denies the allegations in paragraph 113.

5 **The MacBook Laptop Computer**

6 114. Responding to paragraph 114 of the SAC, Apple admits that notebooks are  
7 commonly used in the United States. Apple states that it is without knowledge or information  
8 sufficient to form a belief as to the truth of the remaining allegations in paragraph 114, and on  
9 that basis denies the remaining allegations in paragraph 114.

10 115. Responding to paragraph 115 of the SAC, Apple states that to the extent  
11 paragraph 115 references or purports to summarize, interpret, or quote from any portion of a  
12 document, the document speaks for itself, and Apple denies any characterization of the document  
13 that is inconsistent with its content, or lacks knowledge or information sufficient to form a belief  
14 as to the truth of those allegations, and on that basis, denies them. Except as otherwise stated,  
15 Apple denies the allegations in paragraph 115.

16 116. Responding to paragraph 116 of the SAC, Apple admits notebooks have an  
17 integrated keyboard and offer more mobility than a desktop computer. Apple states that it is  
18 without knowledge or information sufficient to form a belief as to the truth of the remaining  
19 allegations in paragraph 116, and on that basis denies the remaining allegations in paragraph 116.

20 117. Responding to paragraph 117 of the SAC, Apple states that the keyboard on a  
21 notebook enables users to type and enter commands. Apple further states that it is without  
22 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in  
23 paragraph 117, and on that basis denies the remaining allegations in paragraph 117.

24 118. Responding to paragraph 118 of the SAC, Apple states that to the extent  
25 paragraph 118 references or purports to summarize, interpret, or quote from any portion of  
26 apple.com, the website speaks for itself, and Apple denies any characterization of the website that  
27 is inconsistent with its content. Except as otherwise stated, Apple denies the allegations in  
28 paragraph 118.

**Overview of Keyboard Technology and Technological Advances**

119. Responding to paragraph 119 of the SAC, Apple states that it is aware of computer keyboards that have utilized a buckling spring mechanism. Apple states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 119, and on that basis denies the remaining allegations in paragraph 119.

120. Responding to paragraph 120 of the SAC, Apple admits that it has used new technology to make notebooks that are sleeker and more portable. Apple states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 120, and on that basis denies the remaining allegations in paragraph 120.

121. Responding to paragraph 121 of the SAC, Apple states that it has sold notebooks with keyboards that utilized a “scissor” mechanism. Apple further states that it is aware the mechanism has been described as involving two pieces that interlock in a “scissor”-like fashion. Apple states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 121, and on that basis denies the remaining allegations in paragraph 121.

122. Apple admits the allegations contained in paragraph 122 of the SAC.

**Apple Launches the MacBook Without Disclosing the Keyboard Defect**

123. Apple denies the allegations in the heading immediately above. Responding to paragraph 123 of the SAC, Apple states that it released its first MacBook with a butterfly keyboard in March 2015. Apple admits that the launch event for the 2015 MacBook was broadcasted from Apple headquarters in Cupertino, California on March 9, 2015. Apple further states that to the extent paragraph 123 references or purports to summarize, interpret, or quote from a statement made by Apple’s Senior Vice President Phil Schiller, the document speak for itself, and Apple denies any characterization of the document that is inconsistent with its content. Except as otherwise stated, Apple denies the allegations in paragraph 123.

124. Responding to paragraph 124 of the SAC, Apple states that to the extent paragraph 124 references or purports to summarize, interpret, or quote from an Apple press release, the document speak for itself, and Apple denies any characterization of the document that

1 is inconsistent with its content. Except as otherwise stated, Apple denies the allegations in  
2 paragraph 124.

3 125. Responding to paragraph 125 of the SAC, Apple states that to the extent  
4 paragraph 125 references or purports to summarize, interpret, or quote from apple.com, the  
5 website speaks for itself, and Apple denies any characterization of the website that is inconsistent  
6 with its content. Except as otherwise stated, Apple denies the allegations in paragraph 125.

7 126. Responding to paragraph 126 of the SAC, Apple admits that it first sold  
8 MacBooks equipped with butterfly keyboards on April 10, 2015. Apple further states that it  
9 released 2016 and 2017 MacBook models on April 19, 2016 and June 5, 2017, respectively.  
10 Apple further admits that the price of these products started at \$1,299.00. Except as otherwise  
11 stated, Apple denies the allegations in paragraph 126.

12 127. Responding to paragraph 127 of the SAC, Apple states that it introduced a new  
13 MacBook Pro on October 27, 2016. Apple further states that to the extent paragraph 127  
14 references or purports to summarize, interpret, or quote from an Apple press release, the  
15 document speaks for itself, and Apple denies any characterization of the document that is  
16 inconsistent with its content. Except as otherwise stated, Apple denies the allegations in  
17 paragraph 127.

18 128. Responding to paragraph 128 of the SAC, Apple admits that the launch event for  
19 the MacBook Pro occurred on October 27, 2016 in Cupertino, California. Apple states that to the  
20 extent paragraph 128 references or purports to summarize, interpret, or quote from a statement  
21 made by Apple's Senior Vice President Phil Schiller, the document speak for itself, and Apple  
22 denies any characterization of the document that is inconsistent with its content. Except as  
23 otherwise stated, Apple denies the allegations in paragraph 128.

24 129. Responding to paragraph 129 of the SAC, Apple states it released 2016, 2017,  
25 2018, and 2019 MacBook Pro models equipped with a butterfly keyboard on October 27, 2016,  
26 June 5, 2017, July 12, 2018, May 21, 2019, and July 9, 2019 respectively. Apple admits that the  
27 prices of these products started at \$1,299.00, depending on the model. Except as otherwise  
28 stated, Apple denies the allegations in paragraph 129.

1           130. Responding to paragraph 130 of the SAC, Apple admits it released MacBook Air  
2 models equipped with butterfly keyboards on October 30, 2018 and July 9, 2019. Apple further  
3 admits that pre-2018 model MacBook Airs were not equipped with a butterfly keyboard. Apple  
4 further states that the price of the 2018 MacBook Air started at \$1,199.00 and the 2019 MacBook  
5 Air started at \$1,099.00. Except as otherwise stated, Apple denies the allegations in  
6 paragraph 130.

7           131. Responding to paragraph 131 of the SAC, Apple admits that MacBook and  
8 MacBook Pro with butterfly keyboard can be purchased directly from Apple at Apple retail stores  
9 and on apple.com. Apple further admits that certain models of MacBook and MacBook Pro with  
10 butterfly keyboard can be purchased from third-party retailers such as B&H Photo Video,  
11 Amazon, and Best Buy. Except as otherwise admitted, Apple denies the allegations in  
12 paragraph 131.

13           132. Responding to paragraph 132 of the SAC, Apple states that to the extent  
14 paragraph 132 references or purports to summarize, interpret, or quote from any document, the  
15 documents speak for themselves, and Apple denies any characterization of the documents that is  
16 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
17 paragraph 132.

18           133. Responding to paragraph 133 of the SAC, Apple states that it is without  
19 knowledge or information sufficient to form a belief as to the truth of the allegations in  
20 paragraph 133, and on that basis denies the allegations in paragraph 133. Apple further states that  
21 to the extent paragraph 133 references or purports to summarize, interpret, or quote from any  
22 portion of apple.com, the website speaks for itself, and Apple denies any characterization of the  
23 website that is inconsistent with its content. Except as otherwise stated, Apple denies the  
24 allegations in paragraph 133.

25           134. Responding to paragraph 134 of the SAC, Apple states that it is without  
26 knowledge or information sufficient to form a belief as to the truth of the allegations in  
27 paragraph 134, and on that basis denies the allegations in paragraph 134. Apple further states that  
28 to the extent paragraph 134 references or purports to summarize, interpret, or quote from any

1 portion of the packaging of the MacBook, the packaging speaks for itself, and Apple denies any  
2 characterization of the packaging that is inconsistent with its content. Except as otherwise stated,  
3 Apple denies the allegations in paragraph 134.

4 135. Responding to paragraph 135 of the SAC, Apple states that insofar as allegations  
5 in paragraph 135 state conclusions of law, no response thereto is required. Apple is without  
6 knowledge or information sufficient to form a basis as to the truth of the allegations regarding  
7 Plaintiffs' actions, and on that basis denies those allegations. Apple further states that to the  
8 extent paragraph 135 references or purports to summarize, interpret, or quote from any portion of  
9 information provided by Apple during the setup process, the document speaks for itself, and  
10 Apple denies any characterization of the document that is inconsistent with its content. Apple  
11 denies the remaining allegations in paragraph 135.

12 136. Apple denies the allegations in paragraph 136 of the SAC.

13 137. Responding to paragraph 137 of the SAC, Apple states that customers can return  
14 notebook computers purchased directly from Apple for a refund within 14 calendar days from the  
15 date of purchase, subject to certain requirements. Apple is without knowledge or information  
16 sufficient to form a basis as to the truth of the allegations regarding third party retailers' return  
17 policy, and on that basis denies those allegations. Except as otherwise stated, Apple denies the  
18 allegations in paragraph 137.

### 19 **The Keyboard Defect Manifests Soon After Launch**

20 138. Apple denies the allegations in the heading immediately above. Responding to  
21 paragraph 138 of the SAC, Apple states that insofar as allegations in paragraph 138 state  
22 conclusions of law, no response thereto is required. Apple further states that to the extent  
23 paragraph 138 references or purports to summarize, interpret, or quote from online postings, the  
24 postings speak for themselves, and Apple denies any characterization of the postings that is  
25 inconsistent with their content. Apple denies the remaining allegations in paragraph 138.

26 139. Apple denies the allegations in paragraph 139 of the SAC.

27 140. Responding to paragraph 140 of the SAC, Apple states that to the extent  
28 paragraph 140 references or purports to summarize, interpret, or quote from an online article, the



1 document speak for itself, and Apple denies any characterization of the article that is inconsistent  
2 with its content, or lacks knowledge or information sufficient to form a belief as to the truth of  
3 those allegations, and on that basis, denies them. Except as otherwise stated, Apple denies the  
4 allegations in paragraph 140.

5 141. Responding to paragraph 141 of the SAC, Apple states that to the extent  
6 paragraph 141 references or purports to summarize, interpret, or quote from an online article, the  
7 document speak for itself, and Apple denies any characterization of the article that is inconsistent  
8 with its content, or lacks knowledge or information sufficient to form a belief as to the truth of  
9 those allegations, and on that basis, denies them. Except as otherwise stated, Apple denies the  
10 allegations in paragraph 141.

11 142. Responding to paragraph 142 of the SAC, Apple states that to the extent  
12 paragraph 142 references or purports to summarize, interpret, or quote from an online article, the  
13 document speak for itself, and Apple denies any characterization of the article that is inconsistent  
14 with its content, or lacks knowledge or information sufficient to form a belief as to the truth of  
15 those allegations, and on that basis, denies them. Except as otherwise stated, Apple denies the  
16 allegations in paragraph 142.

17 143. Responding to paragraph 143 of the SAC, Apple states that the model year 2015 or  
18 later MacBook laptops, model year 2016 or later MacBook Pro laptops, and model year 2018 or  
19 later MacBook Air laptops have a butterfly keyboard mechanism, which has been modified since  
20 it was first introduced. Except as otherwise stated, Apple denies the allegations in paragraph 143.

21 144. Responding to paragraph 144 of the SAC, Apple is without knowledge or  
22 information sufficient to form a basis as to the truth of the allegations in paragraph 144, and on  
23 that basis denies those allegations.

24 145. Responding to paragraph 145 of the SAC, Apple states that to the extent  
25 paragraph 145 references or purports to summarize, interpret, or quote online postings, the  
26 postings speak for themselves, and Apple denies any characterization of the postings that is  
27 inconsistent with their content, or lacks knowledge or information sufficient to form a belief as to  
28

1 the truth of those allegations, and on that basis, denies them. Except as otherwise stated, Apple  
2 denies the allegations in paragraph 145.

3 146. Responding to paragraph 146 of the SAC, Apple states that to the extent  
4 paragraph 146 references or purports to summarize, interpret, or quote from online postings, the  
5 postings speak for themselves, and Apple denies any characterization of the postings that is  
6 inconsistent with their content, or lacks knowledge or information sufficient to form a belief as to  
7 the truth of those allegations, and on that basis, denies them. Except as otherwise stated, Apple  
8 denies the allegations in paragraph 146.

9 147. Responding to paragraph 147 of the SAC, Apple states that to the extent  
10 paragraph 147 references or purports to summarize, interpret, or quote from online postings, the  
11 postings speak for themselves, and Apple denies any characterization of the postings that is  
12 inconsistent with their content, or lacks knowledge or information sufficient to form a belief as to  
13 the truth of those allegations, and on that basis, denies them. Except as otherwise stated, Apple  
14 denies the allegations in paragraph 147.

15 148. Responding to paragraph 148 of the SAC, Apple states that to the extent  
16 paragraph 148 references or purports to summarize, interpret, or quote from online postings, the  
17 postings speak for themselves, and Apple denies any characterization of the postings that is  
18 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
19 paragraph 148, or lacks knowledge or information sufficient to form a belief as to the truth of  
20 those allegations, and on that basis, denies them.

21 149. Responding to paragraph 149 of the SAC, Apple states that to the extent  
22 paragraph 149 references or purports to summarize, interpret, or quote from online postings, the  
23 postings speak for themselves, and Apple denies any characterization of the postings that is  
24 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
25 paragraph 149, or lacks knowledge or information sufficient to form a belief as to the truth of  
26 those allegations, and on that basis, denies them.

27 150. Responding to paragraph 150 of the SAC, Apple states that to the extent  
28 paragraph 150 references or purports to summarize, interpret, or quote from a Change.org

1 petition, the document speaks for itself, and Apple denies any characterization of the document  
2 that is inconsistent with its content, or lacks knowledge or information sufficient to form a belief  
3 as to the truth of those allegations, and on that basis, denies them. Except as otherwise stated,  
4 Apple denies the allegations in paragraph 150.

5 151. Apple denies the allegations in paragraph 151 of the SAC.

6 152. Apple states that the terms of use for Apple Support Communities provide as  
7 follows with respect to Apple's involvement: "Apple may respond to questions but does not  
8 formally provide technical support on the Site." Apple further states that customers have  
9 contacted Apple by phone, online (<https://getsupport.apple.com/>), or at an Apple retail store for  
10 support or service relating to the butterfly keyboard shortly after the first MacBook with the  
11 butterfly keyboard was sold. Apple denies the remaining allegations in paragraph 152 of the  
12 SAC.

13 **Apple Knew About the Defect and Actively Concealed It**

14 153. Apple denies the allegations in the heading immediately above. Apple denies the  
15 allegations in paragraph 153 of the SAC.

16 154. Responding to paragraph 154 of the SAC, Apple states that it designed the  
17 butterfly keyboard mechanism and filed a patent application in connection with that technology.  
18 Apple further states that to the extent paragraph 154 references or purports to summarize,  
19 interpret, or quote from Apple's patent application, the document speaks for itself, and Apple  
20 denies any characterization of the document that is inconsistent with its content. Except as  
21 otherwise stated, Apple denies the allegations in paragraph 154.

22 155. Responding to paragraph 155 of the SAC, Apple admits that it continued to test  
23 and modified the butterfly mechanism after releasing the 2015 MacBook. Apple states that to the  
24 extent paragraph 155 references or purports to summarize, interpret, or quote from Apple's patent  
25 applications, the documents speak for themselves, and Apple denies any characterization of the  
26 documents that is inconsistent with their content. Except as otherwise stated, Apple denies the  
27 allegations in paragraph 155.  
28

1           156. Responding to paragraph 156 of the SAC, Apple admits that it introduced the 2016  
2 MacBook on April 19, 2016, and that the MacBook used the butterfly keyboard mechanism.  
3 Apple states that to the extent paragraph 156 references or purports to summarize, interpret, or  
4 quote from apple.com, the website speaks for itself, and Apple denies any characterization of the  
5 website that is inconsistent with its content. Except as otherwise stated, Apple denies the  
6 allegations in paragraph 156.

7           157. Responding to paragraph 157 of the SAC, Apple states that to the extent  
8 paragraph 157 references or purports to summarize, interpret, or quote from Apple's May 2016  
9 patent application, the document speaks for itself, and Apple denies any characterization of the  
10 document that is inconsistent with its content. Except as otherwise stated, Apple denies the  
11 allegations in paragraph 157.

12           158. Responding to paragraph 158 of the SAC, Apple states that to the extent  
13 paragraph 158 references or purports to summarize, interpret, or quote from Apple's September  
14 2016 patent application, the document speaks for itself, and Apple denies any characterization of  
15 the document that is inconsistent with its content. Except as otherwise stated, Apple denies the  
16 allegations in paragraph 158.

17           159. Responding to paragraph 159 of the SAC, Apple states that to the extent  
18 paragraph 159 references or purports to summarize, interpret, or quote from Apple's patent  
19 applications, the documents speak for themselves, and Apple denies any characterization of the  
20 documents that is inconsistent with their content. Apple further states that it released the 2017  
21 MacBook and MacBook Pro in June 2017, and that both models incorporated the second-  
22 generation butterfly keyboard. Except as otherwise stated, Apple denies the allegations in  
23 paragraph 159.

24           160. Responding to paragraph 160 of the SAC, Apple states that to the extent  
25 paragraph 160 references or purports to summarize, interpret, or quote from apple.com, the  
26 website speaks for itself, and Apple denies any characterization of the website that is inconsistent  
27 with its content. Except as otherwise stated, Apple denies the allegations in paragraph 160.  
28

1           161. Responding to paragraph 161 of the SAC, Apple states that it released a new  
2 version of the MacBook Pro on July 12, 2018, and that the model contained a third-generation  
3 butterfly keyboard. Apple states that to the extent paragraph 161 references or purports to  
4 summarize, interpret, or quote from apple.com, the website speaks for itself, and Apple denies  
5 any characterization of the website that is inconsistent with its content. Except as otherwise  
6 stated, Apple denies the allegations in paragraph 161.

7           162. Responding to paragraph 162 of the SAC, Apple admits that the 2018 MacBook  
8 Pro has a silicone membrane as a part of the butterfly keyboard. Apple states that to the extent  
9 paragraph 162 references or purports to summarize, interpret, or quote from an online article, the  
10 article speaks for itself, and Apple denies any characterization of the article that is inconsistent  
11 with its content, or lacks knowledge or information sufficient to form a belief as to the truth of  
12 those allegations, and on that basis, denies them. Except as otherwise stated, Apple denies the  
13 allegations in paragraph 162.

14           163. Responding to paragraph 163 of the SAC, Apple states that to the extent  
15 paragraph 163 references or purports to summarize, interpret, or quote from an online posting or  
16 documents, the documents speak for themselves, and Apple denies any characterization of the  
17 posting or documents that is inconsistent with their content, or lacks knowledge or information  
18 sufficient to form a belief as to the truth of those allegations, and on that basis, denies them.  
19 Except as otherwise stated, Apple denies the allegations in paragraph 163.

20           164. Responding to paragraph 164 of the SAC, Apple states that to the extent  
21 paragraph 164 references or purports to summarize, interpret, or quote from documents, the  
22 documents speak for themselves, and Apple denies any characterization of the documents that is  
23 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
24 paragraph 164.

25           165. Responding to paragraph 165 of the SAC, Apple admits that it released a new  
26 version of the MacBook Air on October 30, 2018 with the third-generation butterfly keyboard.  
27 Apple states that to the extent paragraph 165 references or purports to summarize, interpret, or  
28 quote from apple.com, the website speaks for itself, and Apple denies any characterization of the

1 website that is inconsistent with its content. Except as otherwise stated, Apple denies the  
2 allegations in paragraph 165.

3 166. Responding to paragraph 166 of the SAC, Apple states that to the extent  
4 paragraph 166 references or purports to summarize, interpret, or quote from apple.com, the  
5 website speaks for itself, and Apple denies any characterization of the website that is inconsistent  
6 with its content. Except as otherwise stated, Apple denies the allegations in paragraph 166.

7 167. Responding to paragraph 167 of the SAC, Apple states that it performs reliability  
8 testing on each MacBook, MacBook Pro, and MacBook Air model prior to release. Apple states  
9 that to the extent paragraph 167 references or purports to summarize, interpret, or quote from an  
10 online article, the article speaks for itself, and Apple denies any characterization of the article that  
11 is inconsistent with its content, or lacks knowledge or information sufficient to form a belief as to  
12 the truth of those allegations, and on that basis, denies them. Except as otherwise stated, Apple  
13 denies the allegations in paragraph 167.

14 168. Responding to paragraph 168 of the SAC, Apple states that it conducted testing on  
15 its butterfly keyboard before releasing it. Except as otherwise stated, Apple denies the allegations  
16 in paragraph 168.

17 169. Responding to paragraph 169 of the SAC, Apple states that to the extent  
18 paragraph 169 references or purports to summarize, interpret, or quote from documents, the  
19 documents speaks for themselves, and Apple denies any characterization of the documents that is  
20 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
21 paragraph 169.

22 170. Responding to paragraph 170 of the SAC, Apple states that to the extent  
23 paragraph 170 references or purports to summarize, interpret, or quote from documents, the  
24 documents speaks for themselves, and Apple denies any characterization of the documents that is  
25 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
26 paragraph 170.

27 171. Responding to paragraph 171 of the SAC, Apple states that to the extent  
28 paragraph 171 references or purports to summarize, interpret, or quote from documents, the

1 documents speaks for themselves, and Apple denies any characterization of the documents that is  
2 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
3 paragraph 171.

4 172. Responding to paragraph 172 of the SAC, Apple states that to the extent  
5 paragraph 172 references or purports to summarize, interpret, or quote from documents, the  
6 documents speaks for themselves, and Apple denies any characterization of the documents that is  
7 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
8 paragraph 172 of the SAC.

9 173. Responding to paragraph 173 of the SAC, Apple states that insofar as allegations  
10 in paragraph 173 state conclusions of law, no response thereto is required. Apple further states  
11 that to the extent paragraph 173 references or purports to summarize, interpret, or quote from  
12 documents, the documents speaks for themselves, and Apple denies any characterization of the  
13 documents that is inconsistent with their content. Apple denies the remaining allegations in  
14 paragraph 173.

15 **Apple Has Failed to Adequately Address the Keyboard Defect in the MacBook**

16 174. Apple denies the allegations in the heading immediately above. Responding to  
17 paragraph 174 of the SAC, Apple admits that it provides a one-year limited warranty for the  
18 MacBook models identified in the SAC.

19 175. Responding to paragraph 175 of the SAC, Apple states that to the extent  
20 paragraph 175 references or purports to summarize, interpret, or quote from any iteration of  
21 Apple's one-year limited warranty, the document speaks for itself, and Apple denies any  
22 characterization of the document that is inconsistent with its content.

23 176. Responding to paragraph 176 of the SAC, Apple states that under the one-year  
24 limited warranty, Apple has the option to either: (i) repair the Apple Product, (ii) replace the  
25 Apple Product, or (iii) exchange the Apple Product. Except as otherwise stated, Apple denies the  
26 allegations in paragraph 176.

27 177. Apple denies the allegations in paragraph 177 of the SAC.  
28

1 178. Responding to paragraph 178 of the SAC, Apple states that to the extent  
2 paragraph 178 references or purports to summarize, interpret, or quote from support.apple.com,  
3 the website speaks for itself, and Apple denies any characterization of the website that is  
4 inconsistent with its content.

5 179. Responding to paragraph 179 of the SAC, Apple states that to the extent  
6 paragraph 179 references or purports to summarize, interpret, or quote from online articles or  
7 postings, the documents speak for themselves, and Apple denies any characterization of the  
8 documents that is inconsistent with their content, or lacks knowledge or information sufficient to  
9 form a belief as to the truth of those allegations, and on that basis, denies them. Except as  
10 otherwise stated, Apple denies the allegations in paragraph 179.

11 180. Apple states that it is aware that certain customers required a key cap repair or  
12 topcase replacement where a keyboard cleaning did not address the keyboard behavior the  
13 customer was experiencing. Apple denies the remaining allegations in paragraph 180 of the SAC.

14 181. Apple denies the allegations in paragraph 181 of the SAC.

15 182. Apple denies the allegations in paragraph 182 of the SAC.

16 183. Responding to paragraph 183 of the SAC, Apple is without knowledge or  
17 information sufficient to form a basis as to the truth of the allegations in paragraph 183, and on  
18 that basis denies those allegations.

19 184. Responding to paragraph 184 of the SAC, Apple states that to the extent  
20 paragraph 184 references or purports to summarize, interpret, or quote from online postings, the  
21 documents speak for themselves, and Apple denies any characterization of the documents that is  
22 inconsistent with their content, or lacks knowledge or information sufficient to form a belief as to  
23 the truth of those allegations, and on that basis, denies them. Except as otherwise stated, Apple  
24 denies the allegations in paragraph 184.

### 25 **The Keyboard Service Program**

26 185. Responding to paragraph 185 of the SAC, Apple admits that it announced its  
27 Keyboard Service Program on June 22, 2018, and that the program covers the MacBook model  
28 years 2015 to 2017 and the MacBook Pro model years 2016 to 2019. Apple denies that the



1 Keyboard Service Program does not cover the 2018 to 2019 MacBook Air notebooks. Except as  
2 otherwise stated, Apple denies the allegations in paragraph 185.

3 186. Responding to paragraph 186 of the SAC, Apple states that to the extent  
4 paragraph 186 references or purports to summarize, interpret, or quote from any portion of  
5 apple.com, the website speaks for itself, and Apple denies any characterization of the website that  
6 is inconsistent with its content. Except as otherwise stated, Apple denies the allegations in  
7 paragraph 186.

8 187. Responding to paragraph 187 of the SAC, Apple states that under the Keyboard  
9 Service Program, the type of service offered may involve the replacement of one or more keys or  
10 the whole keyboard. To the extent paragraph 187 references or purports to summarize, interpret,  
11 or quote from any portion of apple.com, the website speaks for itself, and Apple denies any  
12 characterization of the website that is inconsistent with its content. Except as otherwise stated,  
13 Apple denies the allegations in paragraph 187.

14 188. Responding to paragraph 188 of the SAC, Apple states that to the extent  
15 paragraph 188 references or purports to summarize, interpret, or quote from documents, the  
16 documents speak for themselves, and Apple denies any characterization of the documents that is  
17 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
18 paragraph 188.

19 189. Responding to paragraph 189 of the SAC, Apple states that to the extent  
20 paragraph 189 references or purports to summarize, interpret, or quote from documents, the  
21 documents speak for themselves, and Apple denies any characterization of the documents that is  
22 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
23 paragraph 189.

24 190. Apple denies the allegations in paragraph 190 of the SAC.

25 191. Responding to paragraph 191 of the SAC, Apple states that to the extent  
26 paragraph 191 references or purports to summarize, interpret, or quote from various third-party  
27 websites, the documents speak for themselves, and Apple denies any characterization of the  
28 documents that is inconsistent with their content, or lacks knowledge or information sufficient to

1 form a belief as to the truth of those allegations, and on that basis, denies them. Except as  
2 otherwise stated, Apple denies the allegations in paragraph 191.

3 192. Apple denies the allegations in paragraph 192 of the SAC.

4 193. Responding to paragraph 193 of the SAC, Apple states that to the extent  
5 paragraph 193 references or purports to summarize, interpret, or quote from a Change.org  
6 petition, the document speaks for itself, and Apple denies any characterization of the document  
7 that is inconsistent with its content, or lacks knowledge or information sufficient to form a belief  
8 as to the truth of those allegations, and on that basis, denies them. Except as otherwise stated,  
9 Apple denies the allegations in paragraph 193.

10 194. Responding to paragraph 194 of the SAC, Apple states that to the extent  
11 paragraph 194 references or purports to summarize, interpret, or quote online postings, the  
12 postings speak for themselves, and Apple denies any characterization of the postings that is  
13 inconsistent with their content, or lacks knowledge or information sufficient to form a belief as to  
14 the truth of those allegations, and on that basis, denies them. Except as otherwise stated, Apple  
15 denies the allegations in paragraph 194.

16 195. Apple denies the allegations in paragraph 195 of the SAC.

17 196. Responding to paragraph 196 of the SAC, Apple states that to the extent  
18 paragraph 196 references or purports to summarize, interpret, or quote from an online article or  
19 other documents, the documents speak for themselves, and Apple denies any characterization of  
20 the documents that is inconsistent with their content, or lacks knowledge or information sufficient  
21 to form a belief as to the truth of those allegations, and on that basis, denies them. Except as  
22 otherwise stated, Apple denies the allegations in paragraph 196.

23 197. Responding to paragraph 197 of the SAC, Apple states that to the extent  
24 paragraph 197 references or purports to summarize, interpret, or quote from documents, the  
25 documents speak for themselves, and Apple denies any characterization of the documents that is  
26 inconsistent with their content. Except as otherwise stated, Apple denies the allegations in  
27 paragraph 197.  
28

1           198. Responding to paragraph 198 of the SAC, Apple states that to the extent  
2 paragraph 198 references or purports to summarize, interpret, or quote online postings, the  
3 postings speak for themselves, and Apple denies any characterization of the postings that is  
4 inconsistent with their content, or lacks knowledge or information sufficient to form a belief as to  
5 the truth of those allegations, and on that basis, denies them. Except as otherwise stated, Apple  
6 denies the allegations in paragraph 198.

7           199. Responding to paragraph 199 of the SAC, Apple states that to the extent  
8 paragraph 199 references or purports to summarize, interpret, or quote from a third-party website,  
9 the document speaks for itself, and Apple denies any characterization of the document that is  
10 inconsistent with its content, or lacks knowledge or information sufficient to form a belief as to  
11 the truth of those allegations, and on that basis, denies them. Except as otherwise stated, Apple  
12 denies the allegations in paragraph 199.

13           200. Responding to paragraph 200 of the SAC, Apple states that to the extent  
14 paragraph 200 references or purports to summarize, interpret, or quote from an online poll and  
15 article, the documents speak for themselves, and Apple denies any characterization of the  
16 documents that is inconsistent with their content, or lacks knowledge or information sufficient to  
17 form a belief as to the truth of those allegations, and on that basis, denies them. Except as  
18 otherwise stated, Apple denies the allegations in paragraph 200.

19           201. Responding to paragraph 201 of the SAC, Apple states that to the extent  
20 paragraph 201 references or purports to summarize, interpret, or quote from the terms of Apple's  
21 Keyboard Service Program, the document speak for itself, and Apple denies any characterization  
22 of the document that is inconsistent with its content. Except as otherwise stated, Apple denies the  
23 allegations in paragraph 201.

24           202. Responding to paragraph 202 of the SAC, Apple is without knowledge or  
25 information sufficient to form a basis as to the truth of the allegations regarding whether Plaintiffs  
26 have paid for external keyboards or repairs, and on that basis denies those allegations. Except as  
27 otherwise stated, Apple denies the allegations in paragraph 202.

28



1 states it is without knowledge or information sufficient to form a belief as to the truth of the  
2 remaining allegations, and on that basis denies those allegations.

3 210. The Court dismissed the following claims with prejudice: Plaintiffs' UCL claim in  
4 its entirety and remaining claims to the extent they seek an injunction, restitution, or other  
5 equitable relief (ECF 248). To the extent the allegations in Paragraph 210 relate to claims that  
6 have been dismissed, no response is required. To the extent the allegations in Paragraph 210  
7 relate to claims that have not been dismissed, Apple responds as follows: Responding to  
8 paragraph 210 (including subparagraphs 210a through 210j) of the SAC, Apple admits that  
9 Plaintiffs purport to bring a class action against Apple. Apple denies that class treatment is  
10 appropriate. Insofar as the allegations in paragraph 210 state conclusions of law, no response  
11 thereto is required. Except as otherwise stated, Apple denies the allegations in paragraph 210.

12 211. Responding to paragraph 211 of the SAC, Apple admits that Plaintiffs purport to  
13 bring a class action against Apple. Apple denies that class treatment is appropriate, and denies  
14 that Plaintiffs or the members of the purported class have been injured or damaged in any way  
15 and further denies that Plaintiffs or the members of the purported class are entitled to relief of any  
16 kind. Insofar as the allegations in paragraph 211 state conclusions of law, no response thereto is  
17 required. Except as otherwise stated, Apple denies the allegations in paragraph 211.

18 212. Responding to paragraph 212 of the SAC, Apple admits that Plaintiffs purport to  
19 bring a class action against Apple. Apple denies that class treatment is appropriate. Insofar as the  
20 allegations in paragraph 212 state conclusions of law, no response thereto is required. Except as  
21 otherwise stated, Apple denies the allegations in paragraph 212.

## 22 **FIRST CLAIM FOR RELIEF**

### 23 **Violations of the Unfair Competition Law** 24 **CAL. BUS. & PROF. CODE § 17200, *et seq.* ("UCL")**

25 213. Responding to paragraph 213 of the SAC, Apple realleges and incorporates by  
26 reference each and every preceding paragraph of this Answer as if fully set forth herein.

27 214. Responding to paragraph 214 of the SAC, Apple states that Plaintiffs' First Claim  
28 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with

1 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
2 paragraphs 213 through 227 of the SAC.

3 215. Responding to paragraph 215 of the SAC, Apple states that Plaintiffs' First Claim  
4 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
5 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
6 paragraphs 213 through 227 of the SAC.

7 **Unlawful**

8 216. Responding to paragraph 216 of the SAC, Apple states that Plaintiffs' First Claim  
9 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
10 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
11 paragraphs 213 through 227 of the SAC.

12 **Unfair**

13 217. Responding to paragraph 217 of the SAC, Apple states that Plaintiffs' First Claim  
14 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
15 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
16 paragraphs 213 through 227 of the SAC.

17 218. Responding to paragraph 218 of the SAC, Apple states that Plaintiffs' First Claim  
18 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
19 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
20 paragraphs 213 through 227 of the SAC.

21 219. Responding to paragraph 219 of the SAC, Apple states that Plaintiffs' First Claim  
22 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
23 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
24 paragraphs 213 through 227 of the SAC.

25 220. Responding to paragraph 220 of the SAC, Apple states that Plaintiffs' First Claim  
26 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
27 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
28 paragraphs 213 through 227 of the SAC.

1 221. Responding to paragraph 221 of the SAC, Apple states that Plaintiffs' First Claim  
2 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
3 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
4 paragraphs 213 through 227 of the SAC.

5 **Fraud by Omission**

6 222. Responding to paragraph 222 of the SAC, Apple states that Plaintiffs' First Claim  
7 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
8 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
9 paragraphs 213 through 227 of the SAC.

10 223. Responding to paragraph 223 of the SAC, Apple states that Plaintiffs' First Claim  
11 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
12 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
13 paragraphs 213 through 227 of the SAC.

14 224. Responding to paragraph 224 of the SAC, Apple states that Plaintiffs' First Claim  
15 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
16 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
17 paragraphs 213 through 227 of the SAC.

18 225. Responding to paragraph 225 of the SAC, Apple states that Plaintiffs' First Claim  
19 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
20 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
21 paragraphs 213 through 227 of the SAC.

22 226. Responding to paragraph 226 of the SAC, Apple states that Plaintiffs' First Claim  
23 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
24 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
25 paragraphs 213 through 227 of the SAC.

26 227. Responding to paragraph 227 of the SAC, Apple states that Plaintiffs' First Claim  
27 for Relief for Violations of the Unfair Competition Law has been dismissed in its entirety with  
28

1 prejudice (ECF 248). Therefore, no response is required or permitted to the allegations in  
2 paragraphs 213 through 227 of the SAC.

3 **SECOND CLAIM FOR RELIEF**

4 **Violations of the Consumers Legal Remedies Act**  
5 **CAL. CIV. CODE § 1750, *et seq.* (“CLRA”)**

6 228. Responding to paragraph 228 of the SAC, Apple realleges and incorporates by  
7 reference each and every preceding paragraph of this Answer as if fully set forth herein.

8 229. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
9 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
10 Paragraph 229 relate to claims that have been dismissed, no response is required. To the extent  
11 the allegations in Paragraph 229 relate to claims that have not been dismissed, Apple responds as  
12 follows: Apple admits that Plaintiffs have brought a claim on behalf of the Class or, in the  
13 alternative, the California Subclass as stated. Apple denies that class treatment is appropriate.

14 230. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
15 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
16 Paragraph 230 relate to claims that have been dismissed, no response is required. To the extent  
17 the allegations in Paragraph 230 relate to claims that have not been dismissed, Apple responds as  
18 follows: Apple states that to the extent paragraph 230 references or purports to summarize,  
19 interpret, or quote a statute, the statute speaks for itself, and Apple denies any characterization of  
20 the statute that is inconsistent with its content. Apple further states that insofar as allegations in  
21 paragraph 230 state conclusions of law, no response thereto is required. Apple denies the  
22 remaining allegations in paragraph 230.

23 231. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
24 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
25 Paragraph 231 relate to claims that have been dismissed, no response is required. To the extent  
26 the allegations in Paragraph 231 relate to claims that have not been dismissed, Apple responds as  
27 follows: Apple states that to the extent paragraph 231 references or purports to summarize,  
28 interpret, or quote a statute, the statute speaks for itself, and Apple denies any characterization of



1 the statute that is inconsistent with its content. Apple further states that insofar as allegations in  
2 paragraph 231 state conclusions of law, no response thereto is required. Apple denies the  
3 remaining allegations in paragraph 231.

4 232. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
5 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
6 Paragraph 232 relate to claims that have been dismissed, no response is required. To the extent  
7 the allegations in Paragraph 232 relate to claims that have not been dismissed, Apple responds as  
8 follows: Apple denies the allegations in paragraph 232 of the SAC.

9 233. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
10 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
11 Paragraph 233 relate to claims that have been dismissed, no response is required. To the extent  
12 the allegations in Paragraph 233 relate to claims that have not been dismissed, Apple responds as  
13 follows: Apple states that insofar as allegations in paragraph 233 state conclusions of law, no  
14 response thereto is required. Apple denies the remaining allegations in paragraph 233.

15 234. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
16 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
17 Paragraph 234 relate to claims that have been dismissed, no response is required. To the extent  
18 the allegations in Paragraph 234 relate to claims that have not been dismissed, Apple responds as  
19 follows: Apple states that insofar as allegations in paragraph 234 state conclusions of law, no  
20 response thereto is required. Apple denies the remaining allegations in paragraph 234.

21 235. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
22 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
23 Paragraph 235 relate to claims that have been dismissed, no response is required. To the extent  
24 the allegations in Paragraph 235 relate to claims that have not been dismissed, Apple responds as  
25 follows: Apple states that insofar as allegations in paragraph 235 state conclusions of law, no  
26 response thereto is required. Apple denies the remaining allegations in paragraph 235.

27 236. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
28 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in

1 Paragraph 236 relate to claims that have been dismissed, no response is required. To the extent  
2 the allegations in Paragraph 236 relate to claims that have not been dismissed, Apple responds as  
3 follows: Apple states that Plaintiff Rao sent a CLRA notice to Apple dated May 12, 2018 and  
4 Plaintiff Baruch sent a CLRA notice to Apple dated July 30, 2018. Except as otherwise stated,  
5 Apple denies the allegations in paragraph 236.

6 237. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
7 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
8 Paragraph 237 relate to claims that have been dismissed, no response is required. To the extent  
9 the allegations in Paragraph 237 relate to claims that have not been dismissed, Apple responds as  
10 follows: Apple admits that Plaintiff Rao and Plaintiff Baruch's CLRA notices were sent via  
11 certified mail to Apple. Apple states that to the extent paragraph 237 references or purports to  
12 summarize, interpret, or quote those notices, the notices speak for themselves, and Apple denies  
13 any characterization of the notices that is inconsistent with their content. Apple admits that  
14 Plaintiffs seek monetary relief under the CLRA. Apple denies that Plaintiffs have suffered any  
15 injury or are entitled to any monetary or other relief in this action. Apple denies the remaining  
16 allegations in paragraph 237.

17 238. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
18 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
19 Paragraph 238 relate to claims that have been dismissed, no response is required. To the extent  
20 the allegations in Paragraph 228 relate to claims that have not been dismissed, Apple responds as  
21 follows: Apple states that insofar as allegations in paragraph 238 state conclusions of law, no  
22 response thereto is required. Apple denies the remaining allegations in paragraph 238.

23 239. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
24 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
25 Paragraph 239 relate to claims that have been dismissed, no response is required. To the extent  
26 the allegations in Paragraph 239 relate to claims that have not been dismissed, Apple responds as  
27 follows: Apple states that Exhibits A through I to Plaintiffs' SAC are CLRA venue declarations.  
28 Apple denies the remaining allegations in paragraph 239.

**THIRD CLAIM FOR RELIEF**

**Fraudulent Concealment**

1  
2  
3 240. Responding to paragraph 240 of the SAC, Apple realleges and incorporates by  
4 reference each and every preceding paragraph of this Answer as if fully set forth herein.

5 241. Responding to paragraph 241 of the SAC, Apple admits that Plaintiffs have  
6 brought a claim on behalf of the Class under California law or, alternatively, the law of state in  
7 which each Plaintiff purchased a MacBook, as stated. Apple denies that class treatment is  
8 appropriate.

9 242. Responding to paragraph 242 of the SAC, Apple states that insofar as allegations  
10 in paragraph 242 state conclusions of law, no response thereto is required. Apple denies the  
11 remaining allegations in paragraph 242.

12 243. Responding to paragraph 243 of the SAC, Apple states that insofar as allegations  
13 in paragraph 243 state conclusions of law, no response thereto is required. Apple denies the  
14 remaining allegations in paragraph 243.

15 244. Responding to paragraph 244 of the SAC, Apple states that insofar as allegations  
16 in paragraph 244 state conclusions of law, no response thereto is required. Apple denies the  
17 remaining allegations in paragraph 244.

18 245. Responding to paragraph 245 of the SAC, Apple states that insofar as allegations  
19 in paragraph 245 state conclusions of law, no response thereto is required. Apple states that it  
20 conducted pre-release testing of the MacBook models identified in the SAC. Apple denies the  
21 remaining allegations in paragraph 245.

22 246. Responding to paragraph 246 of the SAC, Apple states that insofar as allegations  
23 in paragraph 246 state conclusions of law, no response thereto is required. Apple denies the  
24 remaining allegations in paragraph 246.

25 247. Responding to paragraph 247 of the SAC, Apple is without knowledge or  
26 information sufficient to form a belief as to the truth of the allegations in paragraph 247, and on  
27 that basis denies those allegations.

28 248. Apple denies the allegations in paragraph 248.



1 Paragraph 255 relate to claims that have been dismissed, no response is required. To the extent  
2 the allegations in Paragraph 255 relate to claims that have not been dismissed, Apple responds as  
3 follows: Apple admits that Plaintiffs Rao, Baruch, and Laurent purchased a MacBook Pro in  
4 California. Apple states that insofar as allegations in paragraph 255 state conclusions of law, no  
5 response thereto is required. Except as otherwise stated, Apple denies the allegations in  
6 paragraph 255.

7 256. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
8 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
9 Paragraph 256 relate to claims that have been dismissed, no response is required. To the extent  
10 the allegations in Paragraph 256 relate to claims that have not been dismissed, Apple responds as  
11 follows: Apple states that insofar as allegations in paragraph 256 state conclusions of law, no  
12 response thereto is required. Apple denies the remaining allegations in paragraph 256.

13 257. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
14 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
15 Paragraph 257 relate to claims that have been dismissed, no response is required. To the extent  
16 the allegations in Paragraph 257 relate to claims that have not been dismissed, Apple responds as  
17 follows: Apple states that insofar as allegations in paragraph 257 state conclusions of law, no  
18 response thereto is required. Apple denies the remaining allegations in paragraph 257.

19 258. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
20 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
21 Paragraph 258 relate to claims that have been dismissed, no response is required. To the extent  
22 the allegations in Paragraph 258 relate to claims that have not been dismissed, Apple responds as  
23 follows: Apple states that insofar as allegations in paragraph 258 state conclusions of law, no  
24 response thereto is required. Apple denies the remaining allegations in paragraph 258.

25 259. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
26 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
27 Paragraph 259 relate to claims that have been dismissed, no response is required. To the extent  
28 the allegations in Paragraph 259 relate to claims that have not been dismissed, Apple responds as

1 follows: Apple states that insofar as allegations in paragraph 259 state conclusions of law, no  
2 response thereto is required. Apple denies the remaining allegations in paragraph 259.

3 260. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
4 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
5 Paragraph 260 relate to claims that have been dismissed, no response is required. To the extent  
6 the allegations in Paragraph 260 relate to claims that have not been dismissed, Apple responds as  
7 follows: Apple states that insofar as allegations in paragraph 260 state conclusions of law, no  
8 response thereto is required. Apple denies the remaining allegations in paragraph 260.

9 261. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
10 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
11 Paragraph 261 relate to claims that have been dismissed, no response is required. To the extent  
12 the allegations in Paragraph 261 relate to claims that have not been dismissed, Apple responds as  
13 follows: Apple states that to the extent paragraph 261 references or purports to summarize,  
14 interpret, or quote a statute, the statute speaks for itself, and Apple denies any characterization of  
15 the statute that is inconsistent with its content. Apple further states that insofar as allegations in  
16 paragraph 261 state conclusions of law, no response thereto is required. Apple denies the  
17 remaining allegations in paragraph 261.

18 262. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
19 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
20 Paragraph 262 relate to claims that have been dismissed, no response is required. To the extent  
21 the allegations in Paragraph 262 relate to claims that have not been dismissed, Apple responds as  
22 follows: Apple states that insofar as allegations in paragraph 262 state conclusions of law, no  
23 response thereto is required. Apple denies the remaining allegations in paragraph 262.

24 263. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
25 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
26 Paragraph 263 relate to claims that have been dismissed, no response is required. To the extent  
27 the allegations in Paragraph 263 relate to claims that have not been dismissed, Apple responds as  
28 follows: Apple admits Plaintiffs Rao, Baruch, Laurent, and Marin seek costs and expenses,

1 including attorneys' fees. Apple denies that Plaintiffs Rao and Baruch have suffered any injury  
2 or are entitled to any relief in this action. Apple denies the remaining allegations in  
3 paragraph 263.

4 **FIFTH CLAIM FOR RELIEF**

5 **Violations of the Washington Consumer Protection Act**  
6 **WASH. REV. CODE § 19.86.010, et seq. ("WCPA")**

7 264. Responding to paragraph 264 of the SAC, Apple realleges and incorporates by  
8 reference each and every preceding paragraph of this Answer as if fully set forth herein.

9 265. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
10 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
11 Paragraph 265 relate to claims that have been dismissed, no response is required. To the extent  
12 the allegations in Paragraph 265 relate to claims that have not been dismissed, Apple responds as  
13 follows: Apple admits that Plaintiff Melkowski has brought a claim on behalf of himself and the  
14 Washington Subclass as stated. Apple denies that class treatment is appropriate.

15 266. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
16 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
17 Paragraph 266 relate to claims that have been dismissed, no response is required. To the extent  
18 the allegations in Paragraph 266 relate to claims that have not been dismissed, Apple responds as  
19 follows: Apple states that insofar as allegations in paragraph 266 state conclusions of law, no  
20 response thereto is required. Apple denies the remaining allegations in paragraph 266.

21 267. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
22 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
23 Paragraph 267 relate to claims that have been dismissed, no response is required. To the extent  
24 the allegations in Paragraph 267 relate to claims that have not been dismissed, Apple responds as  
25 follows: states that insofar as allegations in paragraph 267 state conclusions of law, no response  
26 thereto is required. Apple denies the remaining allegations in paragraph 267.

27 268. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
28 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in

1 Paragraph 268 relate to claims that have been dismissed, no response is required. To the extent  
2 the allegations in Paragraph 268 relate to claims that have not been dismissed, Apple responds as  
3 follows: Apple states that to the extent paragraph 268 references or purports to summarize,  
4 interpret, or quote a statute, the statute speaks for itself, and Apple denies any characterization of  
5 the statute that is inconsistent with its content. Apple further states that insofar as allegations in  
6 paragraph 268 state conclusions of law, no response thereto is required. Apple denies the  
7 remaining allegations in paragraph 268.

8 269. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
9 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
10 Paragraph 269 relate to claims that have been dismissed, no response is required. To the extent  
11 the allegations in Paragraph 269 relate to claims that have not been dismissed, Apple responds as  
12 follows: Apple realleges and incorporates by reference paragraph 217–224 of this Answer as if  
13 fully set forth herein. Apple further states that insofar as allegations in paragraph 269 state  
14 conclusions of law, no response thereto is required. Apple denies the remaining allegations in  
15 paragraph 269.

16 270. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
17 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
18 Paragraph 270 relate to claims that have been dismissed, no response is required. To the extent  
19 the allegations in Paragraph 270 relate to claims that have not been dismissed, Apple responds as  
20 follows: Apple states that insofar as allegations in paragraph 270 state conclusions of law, no  
21 response thereto is required. Apple denies the remaining allegations in paragraph 270.

22 271. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
23 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
24 Paragraph 271 relate to claims that have been dismissed, no response is required. To the extent  
25 the allegations in Paragraph 271 relate to claims that have not been dismissed, Apple responds as  
26 follows: Apple states that insofar as allegations in paragraph 271 state conclusions of law, no  
27 response thereto is required. Apple denies the remaining allegations in paragraph 271.  
28



1           272. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
2 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
3 Paragraph 272 relate to claims that have been dismissed, no response is required. To the extent  
4 the allegations in Paragraph 272 relate to claims that have not been dismissed, Apple responds as  
5 follows: Apple states that insofar as allegations in paragraph 272 state conclusions of law, no  
6 response thereto is required. Apple denies the remaining allegations in paragraph 272.

7           273. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
8 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
9 Paragraph 273 relate to claims that have been dismissed, no response is required. To the extent  
10 the allegations in Paragraph 273 relate to claims that have not been dismissed, Apple responds as  
11 follows: Apple states that insofar as allegations in paragraph 273 state conclusions of law, no  
12 response thereto is required. Apple denies the remaining allegations in paragraph 273.

13           274. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
14 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
15 Paragraph 274 relate to claims that have been dismissed, no response is required. To the extent  
16 the allegations in Paragraph 274 relate to claims that have not been dismissed, Apple responds as  
17 follows: Apple states that insofar as allegations in paragraph 274 state conclusions of law, no  
18 response thereto is required. Apple denies the remaining allegations in paragraph 274.

19           275. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
20 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
21 Paragraph 275 relate to claims that have been dismissed, no response is required. To the extent  
22 the allegations in Paragraph 275 relate to claims that have not been dismissed, Apple responds as  
23 follows: Apple admits Plaintiff Melkowski seeks monetary relief as well as attorneys' fees.  
24 Apple denies that Plaintiff Melkowski has suffered any injury or is entitled to any relief in this  
25 action. Apple denies the remaining allegations in paragraph 275.

26           276. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
27 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
28 Paragraph 276 relate to claims that have been dismissed, no response is required. To the extent

1 the allegations in Paragraph 276 relate to claims that have not been dismissed, Apple responds as  
2 follows: Apple is without knowledge or information sufficient to form a belief as to the truth of  
3 the allegations in paragraph 276, and on that basis denies those allegations.

4 **SIXTH CLAIM FOR RELIEF**

5 **Violations of the Florida Deceptive and Unfair Trade Practices Act**  
6 **FLA. STAT. § 501.201, *et seq.* (“FDUTPA”)**

7 277. Responding to paragraph 277 of the SAC, Apple realleges and incorporates by  
8 reference each and every preceding paragraph of this Answer as if fully set forth herein.

9 278. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
10 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
11 Paragraph 278 relate to claims that have been dismissed, no response is required. To the extent  
12 the allegations in Paragraph 278 relate to claims that have not been dismissed, Apple responds as  
13 follows: admits that Plaintiff Lee has brought a claim on behalf of himself and the Florida  
14 Subclass as stated. Apple denies that class treatment is appropriate.

15 279. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
16 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
17 Paragraph 279 relate to claims that have been dismissed, no response is required. To the extent  
18 the allegations in Paragraph 279 relate to claims that have not been dismissed, Apple responds as  
19 follows: Apple states that insofar as allegations in paragraph 279 state conclusions of law, no  
20 response thereto is required. Apple denies the remaining allegations in paragraph 279.

21 280. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
22 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
23 Paragraph 280 relate to claims that have been dismissed, no response is required. To the extent  
24 the allegations in Paragraph 280 relate to claims that have not been dismissed, Apple responds as  
25 follows: Apple states that insofar as allegations in paragraph 280 state conclusions of law, no  
26 response thereto is required. Apple denies the remaining allegations in paragraph 280.

27 281. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
28 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in

1 Paragraph 281 relate to claims that have been dismissed, no response is required. To the extent  
2 the allegations in Paragraph 281 relate to claims that have not been dismissed, Apple responds as  
3 follows: Apple states that to the extent paragraph 281 references or purports to summarize,  
4 interpret, or quote a statute, the statute speaks for itself, and Apple denies any characterization of  
5 the statute that is inconsistent with its content. Apple further states that insofar as allegations in  
6 paragraph 281 state conclusions of law, no response thereto is required. Apple denies the  
7 remaining allegations in paragraph 281.

8 282. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
9 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
10 Paragraph 282 relate to claims that have been dismissed, no response is required. To the extent  
11 the allegations in Paragraph 282 relate to claims that have not been dismissed, Apple responds as  
12 follows: Apple realleges and incorporates by reference paragraph 217–224 of this Answer as if  
13 fully set forth herein. Apple states that insofar as allegations in paragraph 282 state conclusions  
14 of law, no response thereto is required. Apple denies the remaining allegations in paragraph 282.

15 283. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
16 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
17 Paragraph 283 relate to claims that have been dismissed, no response is required. To the extent  
18 the allegations in Paragraph 283 relate to claims that have not been dismissed, Apple responds as  
19 follows: Apple states that insofar as allegations in paragraph 283 state conclusions of law, no  
20 response thereto is required. Apple denies the remaining allegations in paragraph 283.

21 284. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
22 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
23 Paragraph 284 relate to claims that have been dismissed, no response is required. To the extent  
24 the allegations in Paragraph 284 relate to claims that have not been dismissed, Apple responds as  
25 follows: Apple states that insofar as allegations in paragraph 284 state conclusions of law, no  
26 response thereto is required. Apple denies the remaining allegations in paragraph 284.

27 285. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
28 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in

1 Paragraph 285 relate to claims that have been dismissed, no response is required. To the extent  
2 the allegations in Paragraph 285 relate to claims that have not been dismissed, Apple responds as  
3 follows: Apple states that insofar as allegations in paragraph 285 state conclusions of law, no  
4 response thereto is required. Apple denies the remaining allegations in paragraph 285.

5 286. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
6 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
7 Paragraph 286 relate to claims that have been dismissed, no response is required. To the extent  
8 the allegations in Paragraph 286 relate to claims that have not been dismissed, Apple responds as  
9 follows: Apple denies the allegations in paragraph 286 of the SAC.

10 287. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
11 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
12 Paragraph 287 relate to claims that have been dismissed, no response is required. To the extent  
13 the allegations in Paragraph 287 relate to claims that have not been dismissed, Apple responds as  
14 follows: Apple denies that Plaintiff Lee has suffered any injury or is entitled to any relief in this  
15 action. Apple denies the remaining allegations in paragraph 287.

#### 16 SEVENTH CLAIM FOR RELIEF

#### 17 **Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act** 18 **815 ILL. COMP. STAT. § 505/1, et seq. ("ICFA")**

19 288. Responding to paragraph 288 of the SAC, Apple realleges and incorporates by  
20 reference each and every preceding paragraph of this Answer as if fully set forth herein.

21 289. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
22 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
23 Paragraph 289 relate to claims that have been dismissed, no response is required. To the extent  
24 the allegations in Paragraph 289 relate to claims that have not been dismissed, Apple responds as  
25 follows: Apple admits that Plaintiff Hopkins has brought a claim on behalf of himself and the  
26 Illinois Subclass as stated. Apple denies that class treatment is appropriate.

27 290. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
28 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in

1 Paragraph 290 relate to claims that have been dismissed, no response is required. To the extent  
2 the allegations in Paragraph 290 relate to claims that have not been dismissed, Apple responds as  
3 follows: Apple states that insofar as allegations in paragraph 290 state conclusions of law, no  
4 response thereto is required. Apple denies the remaining allegations in paragraph 290.

5 291. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
6 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
7 Paragraph 291 relate to claims that have been dismissed, no response is required. To the extent  
8 the allegations in Paragraph 291 relate to claims that have not been dismissed, Apple responds as  
9 follows: Apple states that insofar as allegations in paragraph 291 state conclusions of law, no  
10 response thereto is required. Apple denies the remaining allegations in paragraph 291.

11 292. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
12 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
13 Paragraph 292 relate to claims that have been dismissed, no response is required. To the extent  
14 the allegations in Paragraph 292 relate to claims that have not been dismissed, Apple responds as  
15 follows: Apple states that insofar as allegations in paragraph 292 state conclusions of law, no  
16 response thereto is required. Apple denies the remaining allegations in paragraph 292.

17 293. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
18 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
19 Paragraph 293 relate to claims that have been dismissed, no response is required. To the extent  
20 the allegations in Paragraph 293 relate to claims that have not been dismissed, Apple responds as  
21 follows: Apple states that to the extent paragraph 293 references or purports to summarize,  
22 interpret, or quote a statute, the statute speaks for itself, and Apple denies any characterization of  
23 the statute that is inconsistent with its content. Apple further states that insofar as allegations in  
24 paragraph 293 state conclusions of law, no response thereto is required. Apple denies the  
25 remaining allegations in paragraph 293.

26 294. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
27 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
28 Paragraph 294 relate to claims that have been dismissed, no response is required. To the extent

1 the allegations in Paragraph 294 relate to claims that have not been dismissed, Apple responds as  
2 follows: Apple realleges and incorporates by reference paragraph 217–224 of this Answer as if  
3 fully set forth herein. Apple states that insofar as allegations in paragraph 294 state conclusions  
4 of law, no response thereto is required. Apple denies the remaining allegations in paragraph 294.

5 295. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
6 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
7 Paragraph 295 relate to claims that have been dismissed, no response is required. To the extent  
8 the allegations in Paragraph 295 relate to claims that have not been dismissed, Apple responds as  
9 follows: Apple states that insofar as allegations in paragraph 295 state conclusions of law, no  
10 response thereto is required. Apple denies the remaining allegations in paragraph 295.

11 296. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
12 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
13 Paragraph 296 relate to claims that have been dismissed, no response is required. To the extent  
14 the allegations in Paragraph 296 relate to claims that have not been dismissed, Apple responds as  
15 follows: Apple states that insofar as allegations in paragraph 296 state conclusions of law, no  
16 response thereto is required. Apple denies the remaining allegations in paragraph 296.

17 297. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
18 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
19 Paragraph 297 relate to claims that have been dismissed, no response is required. To the extent  
20 the allegations in Paragraph 297 relate to claims that have not been dismissed, Apple responds as  
21 follows: Apple states that insofar as allegations in paragraph 297 state conclusions of law, no  
22 response thereto is required. Apple denies the remaining allegations in paragraph 297.

23 298. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
24 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
25 Paragraph 298 relate to claims that have been dismissed, no response is required. To the extent  
26 the allegations in Paragraph 298 relate to claims that have not been dismissed, Apple responds as  
27 follows: Apple states that insofar as allegations in paragraph 298 state conclusions of law, no  
28 response thereto is required. Apple denies the remaining allegations in paragraph 298.

1           299. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
2 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
3 Paragraph 299 relate to claims that have been dismissed, no response is required. To the extent  
4 the allegations in Paragraph 299 relate to claims that have not been dismissed, Apple responds as  
5 follows: Apple admits Plaintiff Hopkins seeks monetary relief as well as attorneys’ fees. Apple  
6 denies that Plaintiff Hopkins has suffered any injury or is entitled to any relief in this action.  
7 Apple denies the remaining allegations in paragraph 299.

### 8   EIGHTH CLAIM FOR RELIEF

#### 9   Violations of the New Jersey Consumer Fraud Act 10    N.J. STAT. ANN. § 56:8-1, *et seq.* (“NJCFR”)

11           300. Responding to paragraph 300 of the SAC, Apple realleges and incorporates by  
12 reference each and every preceding paragraph of this Answer as if fully set forth herein.

13           301. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
14 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
15 Paragraph 301 relate to claims that have been dismissed, no response is required. To the extent  
16 the allegations in Paragraph 301 relate to claims that have not been dismissed, Apple responds as  
17 follows: Apple admits that Plaintiff Ferguson has brought a claim on behalf of himself and the  
18 New Jersey Subclass as stated. Apple denies that class treatment is appropriate.

19           302. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
20 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
21 Paragraph 302 relate to claims that have been dismissed, no response is required. To the extent  
22 the allegations in Paragraph 302 relate to claims that have not been dismissed, Apple responds as  
23 follows: Apple states that insofar as allegations in paragraph 302 state conclusions of law, no  
24 response thereto is required. Apple denies the remaining allegations in paragraph 302.

25           303. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
26 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
27 Paragraph 303 relate to claims that have been dismissed, no response is required. To the extent  
28 the allegations in Paragraph 303 relate to claims that have not been dismissed, Apple responds as

1 follows: Apple states that insofar as allegations in paragraph 303 state conclusions of law, no  
2 response thereto is required. Apple denies the remaining allegations in paragraph 303.

3 304. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
4 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
5 Paragraph 304 relate to claims that have been dismissed, no response is required. To the extent  
6 the allegations in Paragraph 304 relate to claims that have not been dismissed, Apple responds as  
7 follows: Apple states that insofar as allegations in paragraph 304 state conclusions of law, no  
8 response thereto is required. Apple denies the remaining allegations in paragraph 304.

9 305. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
10 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
11 Paragraph 305 relate to claims that have been dismissed, no response is required. To the extent  
12 the allegations in Paragraph 305 relate to claims that have not been dismissed, Apple responds as  
13 follows: Apple states that insofar as allegations in paragraph 305 state conclusions of law, no  
14 response thereto is required. Apple denies the remaining allegations in paragraph 305.

15 306. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
16 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
17 Paragraph 306 relate to claims that have been dismissed, no response is required. To the extent  
18 the allegations in Paragraph 306 relate to claims that have not been dismissed, Apple responds as  
19 follows: Apple states that to the extent paragraph 306 references or purports to summarize,  
20 interpret, or quote a statute, the statute speaks for itself, and Apple denies any characterization of  
21 the statute that is inconsistent with its content. Apple further states that insofar as allegations in  
22 paragraph 306 state conclusions of law, no response thereto is required. Apple denies the  
23 remaining allegations in paragraph 306.

24 307. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
25 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
26 Paragraph 307 relate to claims that have been dismissed, no response is required. To the extent  
27 the allegations in Paragraph 307 relate to claims that have not been dismissed, Apple responds as  
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1 follows: Apple states that insofar as allegations in paragraph 307 state conclusions of law, no  
2 response thereto is required. Apple denies the remaining allegations in paragraph 307.

3 308. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
4 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
5 Paragraph 308 relate to claims that have been dismissed, no response is required. To the extent  
6 the allegations in Paragraph 308 relate to claims that have not been dismissed, Apple responds as  
7 follows: Apple states that insofar as allegations in paragraph 308 state conclusions of law, no  
8 response thereto is required. Apple denies the remaining allegations in paragraph 308.

9 309. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
10 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
11 Paragraph 309 relate to claims that have been dismissed, no response is required. To the extent  
12 the allegations in Paragraph 309 relate to claims that have not been dismissed, Apple responds as  
13 follows: Apple states that insofar as allegations in paragraph 309 state conclusions of law, no  
14 response thereto is required. Apple denies the remaining allegations in paragraph 309.

15 310. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
16 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
17 Paragraph 310 relate to claims that have been dismissed, no response is required. To the extent  
18 the allegations in Paragraph 310 relate to claims that have not been dismissed, Apple responds as  
19 follows: Apple states that insofar as allegations in paragraph 310 state conclusions of law, no  
20 response thereto is required. Apple denies the remaining allegations in paragraph 310.

21 311. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
22 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
23 Paragraph 311 relate to claims that have been dismissed, no response is required. To the extent  
24 the allegations in Paragraph 311 relate to claims that have not been dismissed, Apple responds as  
25 follows: Apple admits Plaintiff Ferguson seeks monetary relief as well as attorneys' fees. Apple  
26 denies that Plaintiff Ferguson has suffered any injury or is entitled to any relief in this action.  
27 Apple denies the remaining allegations in paragraph 311.  
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**NINTH CLAIM FOR RELIEF**

**Violations of New York General Business Law § 349  
N.Y. GEN. BUS. LAW § 349**

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4 312. Responding to paragraph 312 of the SAC, Apple realleges and incorporates by  
5 reference each and every preceding paragraph of this Answer as if fully set forth herein.

6 313. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
7 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
8 Paragraph 313 relate to claims that have been dismissed, no response is required. To the extent  
9 the allegations in Paragraph 313 relate to claims that have not been dismissed, Apple responds as  
10 follows: Apple admits that Plaintiff Eakin has brought a claim on behalf of himself and the New  
11 York Subclass as stated. Apple denies that class treatment is appropriate.

12 314. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
13 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
14 Paragraph 314 relate to claims that have been dismissed, no response is required. To the extent  
15 the allegations in Paragraph 314 relate to claims that have not been dismissed, Apple responds as  
16 follows: Apple states that insofar as allegations in paragraph 314 state conclusions of law, no  
17 response thereto is required. Apple denies the remaining allegations in paragraph 314.

18 315. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
19 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
20 Paragraph 315 relate to claims that have been dismissed, no response is required. To the extent  
21 the allegations in Paragraph 315 relate to claims that have not been dismissed, Apple responds as  
22 follows: Apple states that insofar as allegations in paragraph 315 state conclusions of law, no  
23 response thereto is required. Apple denies the remaining allegations in paragraph 315.

24 316. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
25 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
26 Paragraph 316 relate to claims that have been dismissed, no response is required. To the extent  
27 the allegations in Paragraph 316 relate to claims that have not been dismissed, Apple responds as  
28 follows: Apple states that to the extent paragraph 316 references or purports to summarize,

1 interpret, or quote a statute, the statute speaks for itself, and Apple denies any characterization of  
2 the statute that is inconsistent with its content. Apple further states that insofar as allegations in  
3 paragraph 316 state conclusions of law, no response thereto is required. Apple denies the  
4 remaining allegations in paragraph 316.

5 317. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
6 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
7 Paragraph 317 relate to claims that have been dismissed, no response is required. To the extent  
8 the allegations in Paragraph 317 relate to claims that have not been dismissed, Apple responds as  
9 follows: Apple states that insofar as allegations in paragraph 317 state conclusions of law, no  
10 response thereto is required. Apple denies the remaining allegations in paragraph 317.

11 318. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
12 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
13 Paragraph 318 relate to claims that have been dismissed, no response is required. To the extent  
14 the allegations in Paragraph 318 relate to claims that have not been dismissed, Apple responds as  
15 follows: Apple states that insofar as allegations in paragraph 318 state conclusions of law, no  
16 response thereto is required. Apple denies the remaining allegations in paragraph 318.

17 319. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
18 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
19 Paragraph 319 relate to claims that have been dismissed, no response is required. To the extent  
20 the allegations in Paragraph 319 relate to claims that have not been dismissed, Apple responds as  
21 follows: Apple states that insofar as allegations in paragraph 319 state conclusions of law, no  
22 response thereto is required. Apple denies the remaining allegations in paragraph 319.

23 320. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
24 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
25 Paragraph 320 relate to claims that have been dismissed, no response is required. To the extent  
26 the allegations in Paragraph 320 relate to claims that have not been dismissed, Apple responds as  
27 follows: Apple states that insofar as allegations in paragraph 320 state conclusions of law, no  
28 response thereto is required. Apple denies the remaining allegations in paragraph 320.

1           321. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
2 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
3 Paragraph 321 relate to claims that have been dismissed, no response is required. To the extent  
4 the allegations in Paragraph 321 relate to claims that have not been dismissed, Apple responds as  
5 follows: Apple states that insofar as allegations in paragraph 321 state conclusions of law, no  
6 response thereto is required. Apple denies the remaining allegations in paragraph 321.

7           322. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
8 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
9 Paragraph 322 relate to claims that have been dismissed, no response is required. To the extent  
10 the allegations in Paragraph 322 relate to claims that have not been dismissed, Apple responds as  
11 follows: Apple states that insofar as allegations in paragraph 322 state conclusions of law, no  
12 response thereto is required. Apple denies the remaining allegations in paragraph 322.

13           323. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
14 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
15 Paragraph 323 relate to claims that have been dismissed, no response is required. To the extent  
16 the allegations in Paragraph 323 relate to claims that have not been dismissed, Apple responds as  
17 follows: Apple states that insofar as allegations in paragraph 323 state conclusions of law, no  
18 response thereto is required. Apple denies the remaining allegations in paragraph 323.

19           324. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
20 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
21 Paragraph 324 relate to claims that have been dismissed, no response is required. To the extent  
22 the allegations in Paragraph 324 relate to claims that have not been dismissed, Apple responds as  
23 follows: Apple admits Plaintiff Eakin seeks monetary relief as well as attorneys' fees. Apple  
24 denies that Plaintiff Eakin has suffered any injury or is entitled to any relief in this action. Apple  
25 denies the remaining allegations in paragraph 324.

**TENTH CLAIM FOR RELIEF**

**Violations of the Michigan Consumer Protection Act  
MICH. COMP. LAWS § 445.901, *et seq.* (“MCPA”)**

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4 325. Responding to paragraph 325 of the SAC, Apple realleges and incorporates by  
5 reference each and every preceding paragraph of this Answer as if fully set forth herein.

6 326. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
7 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
8 Paragraph 326 relate to claims that have been dismissed, no response is required. To the extent  
9 the allegations in Paragraph 326 relate to claims that have not been dismissed, Apple responds as  
10 follows: Apple admits that Plaintiff Gulker has brought a claim on behalf of himself and the  
11 Michigan Subclass as stated. Apple denies that class treatment is appropriate.

12 327. Apple states that insofar as allegations in paragraph 327 state conclusions of law,  
13 no response thereto is required. Apple denies the remaining allegations in paragraph 327.

14 328. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
15 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
16 Paragraph 328 and its subparts relate to claims that have been dismissed, no response is required.  
17 To the extent the allegations in Paragraph 328 and its subparts relate to claims that have not been  
18 dismissed, Apple responds as follows: Apple states that to the extent paragraph 328 references or  
19 purports to summarize, interpret, or quote a statute, the statute speaks for itself, and Apple denies  
20 any characterization of the statute that is inconsistent with its content. Apple further states that  
21 insofar as allegations in paragraph 328 state conclusions of law, no response thereto is required.  
22 Apple denies the remaining allegations in paragraph 328.

23 329. The Court dismissed with prejudice Plaintiffs’ claims to the extent they seek an  
24 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
25 Paragraph 329 relate to claims that have been dismissed, no response is required. To the extent  
26 the allegations in Paragraph 329 relate to claims that have not been dismissed, Apple responds as  
27 follows: Apple states that insofar as allegations in paragraph 329 state conclusions of law, no  
28 response thereto is required. Apple denies the remaining allegations in paragraph 329.

1           330. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
2 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
3 Paragraph 330 relate to claims that have been dismissed, no response is required. To the extent  
4 the allegations in Paragraph 330 relate to claims that have not been dismissed, Apple responds as  
5 follows: Apple states that insofar as allegations in paragraph 330 state conclusions of law, no  
6 response thereto is required. Apple denies the remaining allegations in paragraph 330.

7           331. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
8 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
9 Paragraph 331 relate to claims that have been dismissed, no response is required. To the extent  
10 the allegations in Paragraph 331 relate to claims that have not been dismissed, Apple responds as  
11 follows: Apple states that insofar as allegations in paragraph 331 state conclusions of law, no  
12 response thereto is required. Apple denies the remaining allegations in paragraph 331.

13           332. The Court dismissed with prejudice Plaintiffs' claims to the extent they seek an  
14 injunction, restitution, or other equitable relief (ECF 248). To the extent the allegations in  
15 Paragraph 332 relate to claims that have been dismissed, no response is required. To the extent  
16 the allegations in Paragraph 332 relate to claims that have not been dismissed, Apple responds as  
17 follows: admits Plaintiff Gulker seeks monetary relief and attorneys' fees. Apple denies that  
18 Plaintiff Gulker has suffered any injury or is entitled to any relief in this action. Apple denies the  
19 remaining allegations in paragraph 332.

#### **PRAYER FOR RELIEF**

21           The Court dismissed the following claims with prejudice: Plaintiffs' UCL claim in its  
22 entirety and remaining claims to the extent they seek an injunction, restitution, or other equitable  
23 relief (ECF 248). Accordingly, Plaintiffs are not entitled to an injunction, restitution, or other  
24 equitable relief. Apple denies that Plaintiffs are entitled to any of the requested relief, including  
25 the relief requested in paragraphs A through F under the section entitled "Prayer for Relief."

#### **AFFIRMATIVE DEFENSES**

27           As to affirmative defenses to the SAC, Apple does not, by stating the matters set forth in  
28 these defenses, allege or admit that it has the burden of proof or persuasion with respect to any of

1 these matters, and does not assume the burden of proof or persuasion on any matters as to which  
2 Plaintiffs have the burden of proof or persuasion. The following affirmative defenses are based  
3 on Apple's knowledge, information, and belief at this time, and Apple specifically reserves the  
4 right to modify, amend, or supplement any affirmative defense contained in this Answer. Apple  
5 reserves the right to assert other defenses as information is gathered through discovery and  
6 investigation.

7 **FIRST AFFIRMATIVE DEFENSE**  
8 **(Lack of Standing)**

9 The claims of Plaintiffs and the claims of the purported class are barred, in whole or in  
10 part, because they lack of standing to assert any or all of the causes of action alleged in the SAC,  
11 including pursuant to standing requirements under specific state statutes.

12 **SECOND AFFIRMATIVE DEFENSE**  
13 **(Waiver, Acquiescence, Estoppel)**

14 The SAC, and each of its purported causes of action, is barred, in whole or in part, by the  
15 doctrines of waiver, acquiescence, or estoppel.

16 **THIRD AFFIRMATIVE DEFENSE**  
17 **(Failure to Mitigate)**

18 Plaintiffs and the purported class have failed to mitigate damages, if any, including by  
19 failing to take advantage of Apple's Keyboard Service Program.

20 **FOURTH AFFIRMATIVE DEFENSE**  
21 **(Misuse)**

22 The claims of Plaintiffs and the claims of the purported class are barred by the doctrine of  
23 misuse to the extent they misused or abused their MacBook, MacBook Pro, or MacBook Air.

24 **FIFTH AFFIRMATIVE DEFENSE**  
25 **(Economic Loss Doctrine)**

26 The claims of Plaintiffs and the claims of the purported class are barred, in whole or in  
27 part, by the Economic Loss Doctrine.  
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**SIXTH AFFIRMATIVE DEFENSE  
(Offset)**

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

**SEVENTH AFFIRMATIVE DEFENSE  
(Adequate Remedy)**

Plaintiffs and the purported class have an adequate remedy at law for the claimed damages (if any) and cannot seek equitable restitution, injunctive relief or other equitable relief.

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

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

**NINTH AFFIRMATIVE DEFENSE  
(Contractual Defenses)**

The claims of Plaintiffs and the claims of the purported class are barred, in whole or in part, by the terms of Apple’s express warranty. Further, the claims of the purported New Jersey subclass are barred to the extent that they occurred after the expiration of Apple’s express warranty.

**TENTH AFFIRMATIVE DEFENSE  
(California Civil Code Section 1784)**

Plaintiffs’ claims, and those of the purported class, are barred, in whole or in part, because, although Apple denies each and every claim of Plaintiffs and the purported class and denies that it engaged in any wrongdoing or error of any kind, if any occurred, it was not intentional and occurred notwithstanding Apple’s use of reasonable preventative procedures and Apple has made an appropriate correction, repair, replacement or other remedy.

**ELEVENTH AFFIRMATIVE DEFENSE  
(Reasonableness)**

The claims of Plaintiffs and the claims of the purported class are barred because Apple’s



1 conduct was reasonable, including under the reasonableness standards pursuant to Washington  
2 Consumer Protection Act. (Wash. Rev. Code § 19.86.920.)

3 **DEMAND FOR JURY TRIAL**

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

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Apple prays for the following relief:

- 7 1. That judgment on the SAC, and on each cause of action herein, be entered in favor  
8 of Apple;
- 9 2. That this Court finds that this suit cannot be maintained as a class action;
- 10 3. That this Court denies Plaintiffs or the members of the purported Class and  
11 Subclasses relief of any kind;
- 12 4. That the request for equitable relief be denied;
- 13 5. That Apple be awarded its costs incurred, including reasonable attorneys' fees; and
- 14 6. For such other or further relief as this Court may deem just and proper.

15  
16 Dated: June 2, 2021

MORRISON & FOERSTER LLP

17  
18 By: Claudia Vetesi  
19 Claudia M. Vetesi  
20 *Attorneys for Defendant Apple Inc.*