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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

(Complex Civil Litigation)

TERALD SMITH, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

APPLE INC.,

Defendant.

Case No. 26CV506247

**CLASS ACTION COMPLAINT FOR:
Violation of the Unfair Competition Law
(Bus. & Prof. Code, § 17200 et seq.)**

JURY TRIAL DEMANDED

Plaintiff, Terald Smith, individually and on behalf of all others similarly situated, alleges
the following upon personal knowledge, as to Plaintiff's own acts, and upon information and

1 belief, based on the investigation of counsel, as to all other matters, against Defendant Apple Inc.
2 (“Apple”):

3 INTRODUCTION

4 1. Apple made, marketed and sold iPhone 17 and iPhone 18 wireless mobile telephone models
5 represented as being equipped with an advanced wireless internet technology feature called
6 “Wi Fi 7.”

7 2. The iPhone 17 and 18 models did not incorporate key components of Wi-Fi 7.

8 3. Apple claims that its iPhones from the 16th generation or later have all Wi-Fi 7 features –
9 but, that claim is false and mistaken.

10 4. Plaintiff presents this class action lawsuit to seek restitution and injunctive relief under
11 California’s Unfair Competition Law, on behalf of a class of California citizens who purchased
12 the iPhone 17s and 18s.

13 PARTIES, JURISDICTION AND VENUE

14 5. Plaintiff is and at relevant times was a citizen of the State of California residing in Los
15 Angeles County, California.

16 6. Defendant Apple Inc. is a California corporation with its principal place of business in
17 Cupertino, Santa Clara County, California, is organized under the laws of California, and is a
18 corporate citizen of California.

19 7. Plaintiff’s claims arise under California law. This Court has subject-matter jurisdiction
20 pursuant to California Code of Civil Procedure § 410.10.

21 8. This Court has personal jurisdiction over Apple because Apple is a California corporation
22 headquartered in this County and conducts substantial business throughout California.

23 9. Venue is proper per Code of Civil Procedure §§ 395(a) and 395.5 because Apple’s principal
24 place of business is in Santa Clara County and a substantial part of the conduct alleged — including
25 decisions regarding design, labeling, and marketing concerning the iPhone 17s and 18s — occurred
26 in Santa Clara County. Apple also designates Santa Clara County as the proper venue in its terms
27 and conditions for iPhone use.

1 10. Plaintiff's claims arise out of Defendant's conduct, which took place in California and
2 affects California consumers.

3 **FACTUAL ALLEGATIONS**

4 11. Apple designs, configures, tests, labels, markets, and sells the iPhone 17, 17 Pro, and 17
5 Pro Max iPhone models (collectively herein, the "iPhone 17" or "iPhone 17s") and iPhone 18 Pro
6 and 18 Pro Max models (collectively herein, the "iPhone 18" or "iPhone 18s"). Individually or
7 collectively the iPhone 17s and 18s at issue are referenced here as the "iPHONE" or "iPHONES."
8 Apple causes its iPHONES to be sold to California consumers directly via its online website and
9 store, and via its authorized resellers or retailers.

10 12. In September 2025, Apple released the iPhone 17s, and in September 2026, Apple released
11 the iPhone 18s.

12 13. Plaintiff and the Class purchased an iPHONE.

13 14. Apple uses "Wi-Fi 7" to market the iPhone 17s and 18s to consumers in the same fashion.

14 15. Apple's online sales pages for the iPhone 17s, and 18s each describe the iPHONES as
15 incorporating "Wi-Fi 7."

16 ***The Meaning of "Wi-Fi 7" to Consumers***

17 16. The term "Wi-Fi" is a registered trademark of the Wi-Fi Alliance.

18 17. The Wi-Fi Alliance is a California-domiciled nonprofit mutual-benefit corporation,
19 recognized under Internal Revenue Code § 501(c)(6) as a business league. It operates as an industry
20 trade association and technology consortium composed of companies involved in wireless
21 networking.

22 18. Apple is a prominent member of the Wi-Fi Alliance.

23 19. The Wi-Fi Alliance trademarked, and owns, the term "Wi-Fi," which acts as consumer-
24 facing branding for wireless networking technology that connect electronic devices to the internet
25 and to each other.

26 ///

27 ///

1 20. The Wi-Fi Alliance indicates that its “generational approach” of numerically categorizing
2 the latest adopted Wi-Fi advances exists to enable “users to easily differentiate between Wi-Fi®
3 technologies.”¹

4 21. The Wi-Fi Alliance’s successive generational labeling of “Wi-Fi” ostensibly corresponds
5 to complex, highly technical wireless networking standards of the Institute of Electrical and
6 Electronics Engineers (“IEEE”).²

7 22. For example, Wi-Fi 7 purportedly corresponds to an IEEE wireless networking standard
8 update which the IEEE titled “Enhancements for Extremely High Throughput.” The IEEE creates
9 and updates such standards for product makers and developers.

10 23. The Wi-Fi Alliance indicates that it “sits between the IEEE world and end users’ real-life
11 experience with Wi-Fi.”³

12 24. The Wi-Fi Alliance issues public statements for the media and consumers about Wi-Fi
13 generational features.

14 25. The Wi-Fi Alliance promotion of Wi-Fi 7 features does not fully disclose the specifications
15 for IEEE’s “Enhancements for Extremely High Throughput” standard.

16 26. Four years after the Alliance introduced the prior Wi-Fi standard, Wi-Fi 6E, in 2020, the
17 Wi-Fi Alliance, on or around January 8, 2024, launched Wi-Fi 7 as a consumer-facing designation
18 for wireless networking capabilities, indicating that Wi-Fi 7’s “Advanced Wi-Fi® capabilities fast-
19 track the future of connectivity across home, enterprise, and industrial environments.”⁴

20 27. The Wi-Fi Alliance said that Wi-Fi 7 would see rapid adoption and characterized this new
21 technology as delivering powerful new features that boost Wi-Fi performance.

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23
24 ¹ <https://www.globenewswire.com/news-release/2018/10/03/1600662/0/en/wi-fi-alliance-introduces-wi-fi-6.html>, last
verified August 20, 2026.

25 ² The acronym IEEE references the Institute of Electrical and Electronics Engineers, an international professional
26 association that develops many technical standards, including the IEEE 802.11 standards underlying Wi-Fi.

27 ³ <https://www.wi-fi.org/beacon/edgar-figueroa/ieee-and-wi-fi-alliance-synergy-driving-wi-fi-success>, last verified
August 30, 2026.

28 ⁴ [https://www.globenewswire.com/news-release/2024/1/8/2805409/0/en/wi-fi-alliance-introduces-wi-fi-certified-
7.html](https://www.globenewswire.com/news-release/2024/1/8/2805409/0/en/wi-fi-alliance-introduces-wi-fi-certified-7.html), last verified August 30, 2026.

28. Advances embodied in Wi-Fi 7 as presented by the Wi-Fi Alliance, and which are commonly reported and promoted to be part of Wi-Fi 7, include:

- (1) an increase in channel size from the previous generation’s 160 MHz channel to a 320 MHz channel, described by the Wi-Fi Alliance as doubling the widest channel size to deliver twice the internet data throughput of the prior generation; and
- (2) a substantial increase in data transmission density, or how much data is packed into each radio signal that transmits data – analogous to writing smaller to fit more words on a page – which is measured by quadrature amplitude modulation (“QAM”), a data-packing method, which increased from 1024 QAM in the prior Wi-Fi generation to 4096 QAM thus substantially increasing data transmission rates over the internet.⁵

29. The Wi-Fi Alliance described the above Wi-Fi 7 improvements as delivering materially higher data throughput than Wi-Fi 6 and Wi-Fi 6E, including a maximum device data rate of approximately 5.8 gigabits per second, roughly 2.4 times the approximately 2.4 gigabits per second of Wi-Fi 6 and 6E.

30. Buyers derive their understanding of the benefits of “Wi-Fi 7” from public descriptions originated and promoted by, and disseminated from, the Wi-Fi Alliance.

31. Apple knows how the Wi-Fi Alliance describes Wi-Fi 7.

32. Makers of Wi-Fi 7 devices reference the Wi-Fi Alliance’s Wi-Fi 7 logo and provide performance metrics tethered to Wi-Fi 7 data throughput (MHz) and transmission density (QAM) features as described above.

33. Consumers value and are willing to pay to obtain Wi-Fi 7 for the speed and data transmission benefits it is described to embody.

⁵ An additional such advance of Wi-Fi 7 is MLO, or multi-level operation, which enables data to be transmitted across multiple channels rather than one.

1 34. Consumers reasonably attach importance to the benefits represented to be associated with
2 the latest “generation” of Wi-Fi, Wi-Fi 7, and would pay less for, or decline to purchase, an
3 iPHONE represented to be “Wi-Fi 7” that actually delivers only the prior generation’s channel
4 width (160 MHz instead of 320 MHz) and data packet density (1024 QAM instead of 4096 QAM).

5 35. Wi-Fi 7 also provides a forward-looking, “future-proof” capability — an investment in a
6 device’s ability to support faster speeds and emerging uses over the device’s useful life as Wi-Fi
7 7 capabilities become available across more networks and devices.

8 36. A key function of a designated wireless networking standard is to enable compatibility and
9 interoperability with other devices or networks. The iPHONES, which lack key Wi-Fi 7 features,
10 are not compatible with, and cannot be interoperable with, other devices or networks employing
11 these features, at the level those features permit.

12 37. An iPHONE cannot now or in the future receive data at rates afforded by the 320MHz
13 channel and 4096-QAM features, including, for example, from a wireless router transmitting data
14 to it using the 320MHz channel and 4096-QAM Wi-Fi 7 features; instead, the iPHONES can only
15 receive data from such a wireless router at substantially less than half the speed of the data the
16 device is sending to the iPHONE, due to the prior Wi-Fi generation 160 MHz channel and the
17 1024-QAM features the iPHONES are actually built with.

18 38. For a reasonable consumer, “Wi-Fi 7” refers to the newest generation of Wi-Fi, with its
19 headline capabilities and materially faster performance — and not to a device confined to the prior
20 Wi-Fi generation’s features (such as channel width and data-packing), which does not deliver the
21 benefits of the newest generation of Wi-Fi.

22 39. For a reasonable consumer, the generational designation “Wi-Fi 7” means that the device
23 has the defining capabilities of the Wi-Fi 7 generation, and consumers reasonably rely on the
24 designation as a proxy for those capabilities without independently identifying or evaluating them.

25 40. Other phone and computerized internet capable devices are or have been sold at retail that
26 do not purport to be “Wi-Fi 7,” and that, for instance, use or are indicated to have the prior
27 generation “Wi-Fi 6E” wireless internet networking.

28 ///

iPHONE Wi-Fi 7 capabilities

41. The iPHONE lacks two of the Wi-Fi 7 generation's defining capabilities, the 320 MHz channel and 4096-QAM.

42. The iPHONE uses Apple's wireless networking chip, which is limited to a 160 MHz channel width and to 1024-QAM means of "data packing,"

43. The iPHONES' channel width and data-packing features for transmitting data over the internet, being fixed in hardware, cannot be upgraded.

44. The iPHONES will never operate with 320 MHz channels or 4096-QAM.

45. The iPHONES will never be able to connect with other Wi-Fi 7 devices in a way that is twice as fast and 20 percent more efficient than iPhones designated to have the previous Wi-Fi generation's capabilities discussed above.

46. Apple informs purchasers that tampering with the hardware or software of their iPhones provides a basis for voiding Apple's warranty.

47. A consumer cannot replace or upgrade the chip and cannot add 320 MHz or 4096-QAM capability to the device through any setting, configuration, accessory, or software.

48. The Wi-Fi 7 limitations are not a necessary feature of a Wi-Fi 7 smartphone. At least one competing "flagship" smartphone, the Samsung Galaxy S24 Ultra, provides both 320 MHz channels and 4096-QAM and reaches approximately 5.8 gigabits per second — more than three times the iPHONES' real-life speed rates or capabilities.

49. Samsung's marketing content on its U.S.A. sales pages for its smartphones, including the Galaxy S24 Ultra and Galaxy S25 models, names the features at issue in this case, and states that such phones have 320 MHz and 4096-QAM specifications.

Apple's "Wi-Fi 7" Sales Representations

50. To sell its iPHONES, Apple engaged in a lengthy and ongoing marketing campaign that included promotion of the iPHONES as having "Wi-Fi 7."

51. The "Wi-Fi 7" representation has appeared uniformly where the iPHONE specifications were and are presented to prospective buyers, including as part of Apple's own marketing or sales pages in its online store, and on authorized reseller sales pages, for the iPHONES.

1 52. Apple's iPhone 17 and iPhone 18 product sales pages, packaging, and point-of-sale
2 materials did not reveal that the iPHONES are limited to a 160 MHz channel and do not and cannot
3 provide the 320 MHz channel or 4096-QAM features of Wi-Fi 7.

4 53. Apple used the generational label "Wi-Fi 7" without qualification where it marketed its
5 iPHONES for sale.

6 54. Apple presents information about the phones on Apple's iPhone online sales pages.

7 55. Apple promotes the following prominently featured representation, with an emphasis on
8 "Wi-Fi 7" published in bold, on its sales pages where it markets and sells iPhone 17s and 18s: "All
9 the must-haves. All on iPhone. The latest iPhone models come packed with advanced
10 capabilities.... Fast, secure connections with **Wi-Fi 7**...." ⁶

11 56. Apple's sales pages for iPhone 17s and 18s, under the heading "Apple N1 wireless
12 networking chip," also identically promote the iPHONES' wireless networking capabilities as
13 "Wi-Fi 7 (802.11be) with 2x2 MIMO." These "specs" or specifications for the iPHONES are part
14 of, and are reached directly from, the sales page for the iPhone 17s and 18s that are part of its
15 online store.

16 57. Apple includes the same footnote to each of these promotions, which states, "Wi-Fi 7
17 available in countries and regions where supported."

18 58. This footnote reasonably, but misleadingly, implies Apple is fully disclosing Wi-Fi 7
19 limitations affecting the iPhone 17s' and iPhone 18s' Wi-Fi 7 capabilities.

20 59. The salient Wi-Fi capability that Apple describes as not "available in [all] countries" is the
21 radio spectrum that 320 MHz channels use to transmit internet data, called the 6 gigahertz band,
22 which includes 320 MHz channel width.

23 60. For the iPHONES, the 320 MHz band is never available anywhere, making the footnote
24 misleading. The language Apple chose for its footnote is also irrelevant for consumers in the USA,
25 where the 6 GHz band has been authorized at relevant times.

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28 ⁶ See, e.g., <https://www.apple.com/iphone-17/> (bold emphasis in the original); <https://www.apple.com/iphone-17-pro/>
(bold emphasis in the original); <https://www.apple.com/iphone-18-pro/> (bold emphasis in the original).

1 61. Apple also places advertisements for iPHONES on internet search browsers which show,
2 and provide hyperlinks to, Apple’s “Tech Specs” page for the products – which contain the above-
3 described “Wi-Fi 7” representation and footnote – demonstrating Apple values these specifications
4 in consumer purchase decisions.

5 62. Apple’s online sales page comparing each of the above-described iPhone 17 models, and
6 its online sales page comparing the above-described iPhone 18 models, identically market the
7 iPHONES as having “Wi-Fi 7.”

8 63. Apple’s “Wi-Fi 7” marketing message for its iPHONES also appeared in third-party reports
9 about the iPHONES, using information, including the “Wi-Fi 7” specification, that Apple
10 promotes about its iPHONES.

11 64. Apple’s “Wi-Fi 7” marketing message is also part and parcel of its authorized reseller
12 promotions of the iPHONES for sale.

13 *Apple’s control over resellers’ “Wi-Fi 7” Representations*

14 65. Apple sells its iPHONES directly, on its own, and via its third-party retailers. Its third-
15 party iPHONE retailers include authorized resellers, such as Best Buy, which repeat Apple’s “Wi-
16 Fi 7” representation.

17 66. Best Buy’s website publishes, and has published at relevant times, an independent online
18 sales page for the various iPHONE models. The Best Buy sales webpages, including the webpage
19 for its iPhone 17 Pro Max purchased by Plaintiff, promotes what Apple represents it is providing
20 – that the phone has a “Wi-Fi 7” specification.

21 67. These Best Buy website iPHONE sales pages, including at relevant times the webpage for
22 the iPhone 17 Pro Max, elsewhere additionally promote the following as a “Feature”:
23 “STRONGER CONNECTIVITY, SUPERFAST SPEEDS—Stay connected at faster speeds with
24 secure connections to Wi-Fi 7....”; and a host of resellers repeat the exact same promotional
25 language for their iPHONE sales pages on their own websites.

26 68. The Best Buy sales pages for Apple’s iPHONES, including the iPhone 17 Pro Max, repeat
27 the same footnoted disclaimer, discussed above, that appears on Apple’s iPHONE sales pages.

28 69. On information and belief, Apple controls such promotions by Best Buy and other resellers.

1 70. Apple required the resellers to present marketing and sales information about its products,
2 like the iPHONES, without alteration; and not to make any representations with respect to
3 specifications, features, capabilities and disclaimers of its products that are inconsistent with
4 Apple's materials or literature. Apple provides advertising materials, data sheets, FAQs,
5 presentations, and other information to its resellers to sell its products.

6 71. On information and belief, Apple supplies the iPHONES' specification information,
7 including the "Wi-Fi 7" designation, to its authorized resellers through Apple's reseller channel;
8 and authorized resellers such as Best Buy sell iPHONES in their brick-and-mortar retail stores
9 with prominently placed QR codes that link to the retailer's online iPHONE sales pages which
10 reproduce Apple-authored "Wi-Fi 7" representations describing the iPHONES as "Wi-Fi 7."⁷

11 *Apple's knowledge.*

12 72. Apple knows how to disclose performance features and specifications.

13 73. Apple discreetly disclosed a reference to the iPhone 17s' 160 MHz channel-width
14 limitation to enterprise and information-technology professionals in its technical device-
15 deployment support page.

16 74. Apple omitted reference to those limitations from the consumer-facing product
17 specification page, packaging, and point-of-sale materials.

18 75. Apple failed to disclose the 1024-QAM limitation of the iPHONES.

19 76. A reasonable retail purchaser does not consult, and is not reasonably expected to consult,
20 Apple's technical platform deployment support documentation when considering whether to
21 purchase an iPhone 17.

22 77. Apple also knows that disclosing information about Wi-Fi 7 is important. It designated and
23 published a webpage solely to provide information about "Wi-Fi availability on Apple devices,"
24 states that "only these devices support all of the features of Wi-Fi 7: ...", and then lists "iPhone 16
25 Pro, iPhone 16 Pro Max, or later (excluding iPhone 16e, iPhone 17e)." See
26 <https://support.apple.com/en-us/148165>. "Or later" refers to later iPhone models including the

27 _____
28 ⁷ Confirmatory documents are in Apple's exclusive possession.

1 iPhones at issue. But, this representation is mistaken and false, as set forth above: key Wi-Fi 7
2 features are absent.

3 78. Apple likewise also knows or should know that the technical IEEE standard that Wi-Fi 7
4 seeks to correspond-to includes some of the headline features of Wi-Fi 7 as optional, which (though
5 not disclosed by the Wi-Fi Alliance or commonly understood) increases the importance of
6 disclosing its iPhones' Wi-Fi 7 limitations so that consumers can be on proper notice when
7 making iPhone purchasing decisions.

8 *Plaintiff's Experience*

9 79. Plaintiff bought his iPhone 17 Pro Max from a Best Buy retail store in Palmdale, California,
10 on approximately November 11, 2025.

11 80. To make his purchase decision, Plaintiff viewed, read and relied upon Apple's marketing
12 campaign message – that its iPhone 17s and iPhone 17 Pro Max came equipped with Wi-Fi 7 –
13 and Best Buy's webpage promoting the iPhone 17 Pro Max that he purchased, including the Apple
14 "Wi-Fi 7" representations therein as described above.

15 81. Plaintiff believed Apple's Wi-Fi 7 representation, and as a result reasonably understood
16 Apple's Wi-Fi 7 representation to mean that his iPhone 17 Pro Max included the latest, Wi-Fi 7
17 generation headline features and speed enhancements, including 320 MHz and 4096-QAM. At
18 the time of purchase, Plaintiff did not know and had no reason to suspect the iPhone 17 Pro Max
19 he purchased was limited to 160 MHz and 1024-QAM and did not provide the 320 MHz channel
20 or 4096-QAM.

21 82. Had Apple disclosed the limitation, Plaintiff would not have purchased the iPhone 17 Pro
22 Max or would have paid less for it.

23 83. Plaintiff understood "Wi-Fi 7" to mean the newest and materially faster generation of Wi-
24 Fi technology.

25 84. When Plaintiff compared internet speeds of his iPhone 17, and an iPhone 15 that came with
26 Wi-Fi 6 (the prior wireless internet networking generation), the iPhone 15 demonstrated, on
27 balance, roughly the same internet speeds, and was at times faster, than his iPhone 17.

28 85. Plaintiff depends on ongoing use of Apple hardware for hobbies and income.

1 86. Plaintiff's experience demonstrates Plaintiff cannot rely on Apple's "Wi-Fi 7" or Wi-Fi
2 generational representations in deciding whether to purchase future Apple devices.

3 87. Plaintiff will continue to buy Apple iPhone and products in the future if he can trust and
4 easily and reliably understand the meaning of Apple's Wi-Fi 7 representations.

5 **CLASS ACTION ALLEGATIONS**

6 88. Plaintiff brings this action pursuant to Cal. Code Civ. Proc., § 382 on behalf of himself and
7 the following Class:

8 **CLASS**

9 All persons who purchased a new iPhone 17, iPhone 17 Pro, iPhone 17 Pro Max,
10 iPhone 18 Pro, or 18 Pro Max in California, at retail and not for resale, and who
were citizens of the State of California at the time of filing of this Complaint.

11 Excluded from the Class are Apple, its current and former officers, directors, and counsel;
12 Plaintiff's counsel; and the judicial officers presiding over this action, their staff, and their
13 immediate family members.⁸

14 89. The Class is so numerous that joinder of all members is impracticable; and Class
15 membership is ascertainable from Defendant's records.

16 90. Members of the Class share common questions of fact and law relevant to the resolution
17 of this case, which predominate over any questions affecting only individual members, including,
18 for example:

- 19 (a) Are 320 MHz channels or 4096-QAM defining component features of "Wi-Fi 7"?
20 (b) Did Apple represent that its iPHONES are equipped with "Wi-Fi 7"?
21 (c) Is Apple's iPHONE "Wi-Fi 7" representation likely to deceive a reasonable
22 consumer?
23 (c) Does Apple's conduct violate the California Business and Professions Code, §
24 17200 et seq. (the "UCL")?
25 (d) Did Plaintiff and the Class incur a loss of money or property, within the meaning
26 of the UCL, due to Apple's conduct?

27 _____
28 ⁸ Plaintiff may seek to modify the Class definitions following discovery.

- 1 (e) Are Plaintiff and the Class entitled to restitution?
2 (f) What is the proper class-wide measure of restitution?
3 (g) Are Plaintiff and the Class entitled to injunctive relief?

4 91. Plaintiff will fairly and adequately represent the Class. Plaintiff has no interests
5 antagonistic to those of the Class, and Plaintiff has retained counsel experienced in class action
6 litigation.

7 92. Plaintiff is a member of the Class, and his claims are typical of the claims of other Class
8 members.

9 93. A class action is an appropriate and superior method for fairly and efficiently adjudicating
10 and managing this controversy. Members of the Class will greatly benefit from class treatment due
11 to the impracticability of joining their claims before the Court, and because their individual
12 damages are small relative to the burden and expense of litigating individual actions against Apple.

13 **CAUSE OF ACTION**

14 94. Plaintiff brings the following Cause of Action individually and on behalf of the Class.

15 **FIRST CAUSE OF ACTION**

16 **Violation of the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.)**

17 95. Plaintiff repeats and realleges each preceding paragraph as if fully set forth herein, and
18 pleads each theory of liability in this Cause independently and in the alternative.

19 96. Defendant's above-described conduct is an unlawful, unfair, and fraudulent business act or
20 practice in violation of the Unfair Competition Law, Bus. & Prof. Code, § 17200 et seq. (the
21 "UCL"), for multiple reasons.

22 ***Unfair Conduct***

23 97. Apple's practice of distributing, marketing, and causing to be sold, iPHONES to Plaintiff
24 and the Class, under the unqualified generational label "Wi-Fi 7," while the devices are confined
25 to 160 MHz and 1024-QAM, will forever lack key Wi-Fi 7 features, and cannot be modified, is an
26 "unfair" business practice in violation of the UCL.

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1 98. Such conduct, as set forth more fully above, offends established public policy and/or is
2 immoral, unethical, oppressive, and unscrupulous, and it causes injury to consumers that
3 outweighs any purported benefit.

4 99. Apple's practice has caused substantial injury to Plaintiff and the Class – who paid for
5 iPHONES with Wi-Fi 7 that lacked key Wi-Fi 7 features including speed capabilities, the ability
6 to interface with other Wi-Fi 7 devices at speeds those Wi-Fi 7 devices enable, and the ability to
7 effectively enhance the performance and extend the life of the phones by utilizing Wi-Fi 7 features
8 that are in reality absent in the iPHONES, among other issues — that is not outweighed by
9 countervailing benefits to consumers or competition.

10 100. Apple's non-provision of 320 MHz and 4096-QAM is not a necessary design tradeoff, as
11 demonstrated by competing flagship smartphones, such as the Samsung Galaxy smartphones,
12 including models S24 Ultra S25 models, which furnish both of these key Wi-Fi 7 features.

13 101. Any legitimate design or business interest would be fully preserved by a truthful, qualified
14 representation; leaving the Wi-Fi 7 representation unqualified confers no benefit on consumers or
15 competition.

16 102. Plaintiff and the Class could not reasonably avoid injury. The 160 MHz and 1024-QAM
17 limitation is a fixed characteristic of the device's hardware; a consumer cannot replace the chip or
18 add 320 MHz or 4096-QAM capability; and no software update can cure the absence of these Wi-
19 Fi 7 features in the iPHONES.

20 103. Because of Apple's warnings about voiding the iPhone warranty, the Plaintiff and the Class
21 had no meaningful choice but to accept the limitation. Every iPHONE is limited to 160 MHz
22 channel width and 1024 QAM, so a consumer who purchased or wished to purchase an iPHONE
23 could not obtain one that provides 320 MHz channels or 4096-QAM.

24 104. The utility of Apple's conduct, if any, is outweighed by the gravity of the harm to
25 consumers, and its conduct is immoral, unethical, oppressive, unscrupulous, or substantially
26 injurious to consumers.

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1 105. Such conduct by Apple, in connection with its marketing and sale of the iPHONES to
2 Plaintiff and the Class, violates the UCL's prohibition against "unfair" conduct, Bus. & Prof. Code,
3 § 17200 et seq.

4 ***Fraudulent Conduct***

5 106. Apple's actions constitute a fraudulent business practice in violation of the UCL.

6 107. Apple, in connection with its marketing and sale of the iPHONES, conveyed misleading
7 messages to Plaintiff and the Class about the iPHONES' wireless functionality, capability, and
8 limitations that are likely to deceive reasonable consumers.

9 ***Apple's Misrepresentation of "Wi-Fi 7"***

10 108. At relevant times Apple represented, on its own iPHONES sales pages (on the Apple online
11 store, available via the Apple Store app or its website), and via the sales webpage for the iPHONES
12 at retailers where IPHONES are sold, such as Best Buy, which are modeled on Apple's
13 representations, the iPHONES' wireless networking to be "Wi-Fi 7" – specifically, "Wi-Fi 7" or
14 "Wi-Fi 7" and "(802.11be) with 2x2 MIMO" – but did not disclose that the devices' wireless
15 internet functionality is limited to 160 MHz and 1024-QAM and cannot provide the 320 MHz
16 channels or 4096-QAM described above.

17 109. Apple's "Wi-Fi 7" representation conveyed the misleading impression that the device
18 delivers the features and capabilities the Wi-Fi 7 generation is understood or expected to provide.

19 110. "Wi-Fi 7" reasonably conveys that the device has the defining capabilities of the Wi-Fi 7
20 generation; and has the newest generation of Wi-Fi technology, with its headline capabilities and
21 materially faster performance, rather than the prior Wi-Fi generation's features aimed at internet
22 speed and delivery performance.

23 111. Plaintiff and the Class did not receive those benefits when buying their iPHONES that
24 came with "Wi-Fi 7."

25 ***The "Wi-Fi 7" Representation Told Only Half the Story***

26 112. Apple's above-described "Wi-Fi 7" representation was incomplete because it failed to tell
27 consumers purchasing the iPHONES that the device does not contain two important-featured
28 components of Wi-Fi 7, which are responsible for internet speed and performance delivery,

1 namely, the 320 MHz band for a twice-as-wide road for data to travel, and the 4096-QM feature,
2 which enables data to be compacted more densely for travel, as set forth above.

3 113. The above-described misrepresentation, or partial representation and failure to disclose,
4 are likely to deceive reasonable consumers.

5 114. A reasonable person would, and Plaintiff does, attach importance to the aforementioned
6 misrepresented and omitted facts in deciding whether to purchase an iPhone.

7 115. When shopping to buy the new iPhone 17 Pro Max that he purchased, Plaintiff read and
8 relied upon Apple's above-described "Wi-Fi 7" marketing message and representations that
9 appeared on the Best Buy store website sales page for his iPhone 17 Pro Max, including the
10 representations that the phone had Wi-Fi 7, and that it permitted faster speeds with Wi-Fi 7, as set
11 forth above. The Best Buy Wi-Fi 7 representations for Plaintiff's iPhone 17 Pro Max and the other
12 iPhones are attributable to, or controlled by, Apple as set forth above.

13 116. When shopping for his new iPhone 17 Pro Max, Plaintiff also viewed online sources that
14 repeated Apple's above-described "Wi-Fi 7" marketing message and representation for its iPhone
15 17 models, which are attributable to Apple.

16 117. Plaintiff reasonably relied upon Apple's "Wi-Fi 7" representation, and upon the absence
17 of any disclosure of the above-described limitations, as seen per Apple's marketing campaign and
18 on Apple's iPhone sales pages on Best Buy's website – specifically, the web content promoting
19 the iPhone 17 Pro Max – in deciding to purchase the iPhone 17.

20 118. Plaintiff and the Class were exposed to Apple's "Wi-Fi 7" campaign and promotions,
21 which Apple controlled for both itself and its resellers, and which are attributable to Apple via its
22 resellers, as set forth above.

23 119. Had Plaintiff and the Class known the truth — that the iPhones do not have defining
24 features of Wi-Fi 7, or are confined to 160 MHz and 1024-QAM and do not provide 320 MHz
25 channels or 4096-QAM that are principal features of Wi-Fi 7 — they would not have purchased
26 an iPhone, or would have paid less for it.

27 120. Apple, by engaging in conduct that was and is likely to deceive consumers acting
28 reasonably under the circumstances, committed fraudulent conduct in violation of the UCL.

1 121. Apple acquired profits and revenues by virtue of iPHONE sales to consumers and retailers,
2 and by virtue of such retailers' sales of iPHONE to Plaintiff and the Class, due to Apple's unfair,
3 misleading, and fraudulent conduct as set forth above.

4 122. Plaintiff and the Class, to their economic detriment, conferred benefits upon Apple due to
5 its above-described illicit conduct.

6 123. Apple's controlled its fraudulent misrepresentations about its iPHONES' Wi-Fi 7
7 capability, and induced Plaintiff's purchase of his iPhone 17 Pro Max thereby, as set forth above.

8 124. Apple's practice is ongoing, as demonstrated by Apple's iPhone 18 release as set forth
9 above;

10 125. Apple's practice threatens future injury to the general public; and Apple has made no
11 commitment to stop it.

12 126. As a result of Apple's unfair and fraudulent conduct in violation of Bus. & Prof. Code, §
13 17200 et seq., Plaintiff and the Class were injured in fact and lost money or property — including,
14 for example, monies they paid for their iPHONES represented as "Wi-Fi 7," but which lacked Wi-
15 Fi 7 defining technology.

16 127. Pursuant to the UCL, Plaintiff and the Class are entitled to restitution of a portion of the
17 price paid for their iPHONES, and injunctive relief as set forth below.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays that the
20 Court grant judgment in Plaintiff's favor and the following relief:

- 21 a. Certify this action as a class action pursuant to Code Civ. Proc., § 382;
- 22 b. Appoint Plaintiff as representative and Plaintiff's counsel as counsel for the Class;
- 23 c. Find and declare that Apple has violated applicable law as set forth above;
- 24 d. Award restitution to Plaintiff and the Class under the UCL; and
- 25 e. Provide injunctive relief, including, without limitation, as follows:
- 26 1. Enjoin Apple from marketing or representing its iPHONES (and materially similar
27 devices, including those containing Apple's N1 wireless networking microchip) as "Wi-Fi 7"
- 28

1 without properly disclosing that the device does not provide Wi-Fi 7 defining capabilities including
2 320 MHz channels or 4096-QAM or is limited to prior Wi-Fi generation features;

3 2. Require such corrective disclosure on Apple's sales materials and wherever it
4 supplies or controls the device specification or sales content for authorized resellers;

5 3. Require Apple to correct its webpage addressing Wi-Fi 7 availability on Apple
6 Devices, as set forth above;

7 4. Require Apple to provide reasonable corrective notice of the limitation to members
8 of the Class who purchased before the disclosure is implemented; and

9 5. Require that the disclosure remain in place so long as Apple markets any such
10 device as "Wi-Fi 7";

11 f. Award any pre- and post-judgment interest permitted by applicable law;

12 g. Award any reasonable attorneys' fees and costs allowed under applicable law and statute;
13 and

14 h. Provide such other and further relief the Court deems just.

15
16 **JURY DEMAND**

17 Plaintiff demands a trial by jury as allowed by law.

18
19 TERALD SMITH, individually and on behalf of
20 all others similarly situated

21
22 Dated: October 16, 2026

DIEMER & WEI, LLP

23
24 By: /s/ Kathryn S. Diemer

25 KATHRYN S. DIEMER

26 ROBERT C. DIEMER
27
28