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 APPLE INC.

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

13 DONALD K. SHRUHAN, JR. an individual,
 14 Plaintiff,
 15 v.
 16 APPLE INC., a Delaware corporation, and
 DOES 1-10,
 17 Defendants.
 18

Case No. 5:22-cv-5498-EJD

**NOTICE OF MOTION AND MOTION
 TO DISMISS PLAINTIFF’S FIRST
 AMENDED COMPLAINT AND/OR
 STRIKE, OR IN THE ALTERNATIVE,
 FOR A MORE DEFINITE
 STATEMENT, BY DEFENDANT
 APPLE INC.; MEMORANDUM OF
 POINTS AND AUTHORITIES IN
 SUPPORT THEREOF**

Date: April 6, 2023
 Time: 9:00 a.m.
 Dept.: 4
 Judge: Hon. Edward J. Davila

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