

Bo Shang vs Apple Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

Bo Shang, Developer TeamID HUPDNC4PWJ,
Plaintiff,

v.

Apple Inc.,
Defendant.

Case No.: [TBD]

COMPLAINT FOR INJUNCTIVE RELIEF, DAMAGES,
DECLARATORY JUDGMENT, AND OTHER RELIEF

JURY TRIAL DEMANDED

1. INTRODUCTION

1.1 Plaintiff, Bo Shang, Developer TeamID HUPDNC4PWJ, brings this action against Apple Inc. (“Apple”) for rejecting his application “PDFSage 1.0” on the grounds of “Design Spam,” for alleged fraudulent and/or grossly negligent misconduct in making that determination, for Apple’s imposition and enforcement of an unconscionable reverse engineering (“RE”) clause in its software license agreements, and for unlawfully imposing a 30% “tax” (App Store commission) on developers in violation of the U.S. Constitution and fundamental principles of fair commerce.

1.2 This dispute arises from Apple’s refusal to specify any specific grounds for its “Design Spam” accusation, its alleged fraudulent or negligent conduct in the application review process, its use and enforcement of a purportedly unconscionable reverse engineering clause, and the

imposition of an exorbitant 30% fee that, effectively, constitutes an unauthorized tax on commerce and severely harms Plaintiff's rights as a developer and consumer.

1.3 Plaintiff seeks declaratory relief, injunctive relief, compensatory damages, and any other relief this Court may deem appropriate to remedy Apple's alleged unlawful conduct.

2. JURISDICTION AND VENUE

2.1 This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1332 (diversity jurisdiction), as the matter in controversy exceeds \$75,000.00 and is between citizens of different states or otherwise involves federal questions related to unconscionability, licensing, taxation-like practices by a private actor, and potential federal statutory claims.

2.2 Venue is proper in this judicial district under 28 U.S.C. § 1391 because Apple maintains significant business operations in this District, and a substantial part of the events or omissions giving rise to the claims occurred within this District.

3. THE PARTIES

3.1 Plaintiff:

- Bo Shang, Developer TeamID HUPDNC4PWJ, is an individual residing in [Plaintiff's state of residence], who developed an application known as "PDFSage 1.0." Plaintiff is a computer security expert and alleges affiliation with advanced computer security programs, including potential NSA recruitment, dealing with network, hardware, and software protection and exploitation.

3.2 Defendant:

- Apple Inc. is a corporation organized under the laws of California with its principal place of business at One Apple Park Way, Cupertino, California 95014. Apple engages in the design, manufacture, and sale of various consumer electronics and software platforms, including the App Store, macOS, iOS, and associated developer and consumer licensing agreements.^z

4. FACTUAL BACKGROUND

4.1 Rejection of PDFSage 1.0

4.1.1 On or about January 7, 2025, Apple rejected Plaintiff's application, "PDFSage 1.0," from the App Store, citing "Design Spam" as the reason.

4.1.2 Apple has not specified any particular aspect of "PDFSage 1.0" that constitutes design spam, despite multiple inquiries from Plaintiff.

4.1.3 Plaintiff believes Apple's stated reason is pretextual or fraudulent, driven by improper motives or gross negligence.

4.2 Nature of PDFSage 1.0

4.2.1 "PDFSage 1.0" uses Apple's PDFKit and Vision frameworks, which differ from other purported "clones" that rely on Adobe Acrobat Pro or Adobe Cloud APIs.

4.2.2 Plaintiff asserts that Apple's claim of "Design Spam" is unfounded because PDFSage does not resemble or duplicate any existing application available on the App Store, beyond the standard usage of Apple-provided frameworks (PDFKit, Vision).

4.3 Suspected Motives Behind Apple's Actions

4.3.1 Plaintiff alleges that Apple's "Design Spam" determination is intentionally fraudulent.

4.3.2 Plaintiff further alleges that Apple's CEO, Tim Cook, may be biased, referencing purported personal motivations, including an unsubstantiated claim that Tim Cook may be "in love with Twitch streamer Pokimane, despite being gay," to highlight the alleged lack of rational basis for the rejection.

4.3.3 Plaintiff contends these allegations underscore a pattern of arbitrary or capricious decision-making by Apple and suggests that "criminals such as Twitch" already stole Plaintiff's source code, or that Apple itself is complicit in ignoring that theft.

4.4 Apple's Failure to Address Specifics

4.4.1 After multiple attempts by Plaintiff to clarify how "PDFSage 1.0" constitutes "Design Spam," Apple has provided no concrete explanation.

4.4.2 Plaintiff has posed at least four written questions regarding Apple's grounds for the rejection, all of which were met with ambiguous or non-responsive communications from Apple.

4.5 Apple's Reverse Engineering Clause

4.5.1 Apple's standard Software License Agreements contain a reverse engineering ("RE") clause that forbids users from engaging in reverse engineering of Apple software or devices.

4.5.2 Plaintiff contends the RE clause is unconscionable because:

(a) The agreement is 20+ pages of dense legal text in English, which Apple requires users to read and accept for all devices upon purchase, typically within a short return window.

(b) Americans, in Plaintiff's view, are insufficiently patient or literate to be expected to thoroughly read and understand a lengthy legal document each time they purchase or update software.

(c) All software updates prompt new or repeated acceptance of the same or similar lengthy terms, leaving consumers effectively no meaningful choice if they wish to continue using Apple devices.

4.6 Impact on American Society and Literacy

4.6.1 Plaintiff alleges that streaming platforms like Twitch and large-scale money laundering or sponsorship deals (e.g., \$685 million on the xQc channel alone using AWS SDK “ivs”) have a deleterious effect on American literacy and hamper the public’s ability or willingness to read EULAs and lengthy license agreements.

4.6.2 In Plaintiff’s view, Apple’s requirement that consumers read, understand, and agree to these complex license terms each time is therefore unduly burdensome and unconscionable.

4.7 Connection to NSA Recruitment

4.7.1 Plaintiff references a National Security Agency (NSA) program that recruits developers and experts in exploitation and reverse engineering.

4.7.2 Plaintiff contends that Apple’s RE clause conflicts with American values and traditions by effectively restricting the freedoms of those who, in the past, present, or future, might move between public service (e.g., the NSA) and private enterprise.

4.8 FBI’s Use of Pegasus as an Example

4.8.1 Plaintiff cites the FBI’s use of Pegasus to investigate criminal suspects as another instance illustrating the tension between law enforcement / public security interests and draconian private licensing terms that forbid reverse engineering.

4.9 Disputed AirTag Ownership and Apple’s Server-Side Incompetence

4.9.1 Plaintiff has linked two dozen AirTags and two MagSafe wallets to his Apple account.

4.9.2 According to Plaintiff, Apple’s “Find My” system erroneously indicates these devices belong to “other people,” resulting in repeated alerts that Plaintiff is being followed by unknown AirTags.

4.9.3 Whenever Plaintiff updates his iCloud account, these “other people’s AirTags” simultaneously update, suggesting it is actually Plaintiff’s own equipment.

4.9.4 Plaintiff views Apple’s explanation or handling of this glitch as incompetent at best, and a form of server-side cyberattack at worst.

4.9.5 Plaintiff contends this demonstrates the need for “self-repair” or user-level access to Apple’s servers to rectify these errors—a right Plaintiff identifies as a fundamental American tradition, exemplified by the practice of “Salt Typhoon.”

4.10 Apple’s 30% “Tax” on Developers

4.10.1 Apple requires developers to pay a 30% commission on all App Store transactions (“in-app purchases,” subscription revenues, and paid app sales).

4.10.2 Plaintiff contends this commission is effectively an unauthorized tax that Apple, a private corporation, has imposed on interstate and international commerce without Congressional approval or any legitimate constitutional authority.

4.10.3 This “tax” places an undue burden on developers, forcing them to raise prices or lose revenues, and restricts consumer choice by discouraging competition and innovation.

5. CAUSES OF ACTION

COUNT I: FRAUD (INTENTIONAL MISREPRESENTATION OR FRAUDULENT OMISSION)

5.1 Plaintiff incorporates by reference all paragraphs above as though fully set forth herein.

5.2 Apple represented, through the App Store Review process, that the reason for rejecting “PDFSage 1.0” was “Design Spam.”

5.3 Plaintiff alleges Apple knowingly made false or misleading statements and/or omitted material facts about the specific reason(s) for the rejection.

5.4 Plaintiff justifiably relied on Apple’s representations by attempting to remedy or clarify the purported “Design Spam,” yet Apple failed to provide any actionable guidance or supporting evidence.

5.5 Apple’s conduct caused Plaintiff damages, including but not limited to lost opportunities, reputational harm, and development costs.

5.6 Plaintiff seeks compensatory damages in an amount to be proven at trial, plus punitive damages, attorneys’ fees, costs, and any other relief the Court deems just and proper.

COUNT II: GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

5.7 Plaintiff incorporates by reference all paragraphs above as though fully set forth herein.

5.8 Apple’s failure to provide any specific basis for the “Design Spam” determination, despite multiple requests, constitutes gross negligence or willful misconduct.

5.9 Apple owed Plaintiff a duty to conduct reviews with reasonable care, especially where Apple reaps substantial revenue from developer fees and commissions on App Store sales.

5.10 Apple’s conduct fell below the standard of care expected of a major technology corporation in dealing with developer submissions.

5.11 As a direct and proximate result of Apple’s gross negligence or willful misconduct, Plaintiff suffered damages including loss of business opportunities, negative impact on product launch, and reputational harm.

5.12 Plaintiff seeks all available damages and equitable remedies as permitted by law.

COUNT III: DECLARATORY JUDGMENT (UNCONSCIONABILITY OF REVERSE ENGINEERING CLAUSE)

5.13 Plaintiff incorporates by reference all paragraphs above as though fully set forth herein.

5.14 Apple's software license agreements, including the reverse engineering clause, are contracts of adhesion, presented to consumers on a take-it-or-leave-it basis with no meaningful opportunity to negotiate.

5.15 The reverse engineering clause is procedurally and substantively unconscionable because:

(a) The agreement is excessively long, technical, and offered only in a single language, typically requiring immediate acceptance or forfeiture of the device.

(b) It deprives consumers and developers of the right to understand or modify the software or to investigate potential security vulnerabilities—capabilities that may be critical to personal, public, and national security.

(c) It conflicts with the established American tradition of allowing individuals with security and engineering expertise (such as those recruited by the NSA) to continue practicing their skills, whether or not they remain in government service.

5.16 Plaintiff seeks a declaratory judgment that Apple's reverse engineering clause is invalid, void, or unenforceable as a matter of public policy and unconscionability.

5.17 Plaintiff further seeks all other relief this Court deems just and proper, including an injunction preventing Apple from enforcing the clause against Plaintiff or other developers similarly situated.

COUNT IV: INJUNCTIVE RELIEF (UNFAIR OR UNLAWFUL BUSINESS PRACTICES)

5.18 Plaintiff incorporates by reference all paragraphs above as though fully set forth herein.

5.19 Apple's conduct constitutes an unlawful and/or unfair business practice under Cal. Bus. & Prof. Code § 17200, et seq., and/or other applicable state and federal laws, given the alleged fraudulent actions, gross negligence, and unconscionable contract terms.

5.20 Plaintiff seeks injunctive relief to prohibit Apple from:

(a) Enforcing its reverse engineering clause against developers or consumers in an unconscionable manner;

- (b) Rejecting or removing applications under pretextual grounds without furnishing the specific basis for the alleged violation;
- (c) Punishing or retaliating against developers who challenge these clauses or question Apple's decisions.

5.21 Plaintiff also seeks restitution, disgorgement, and any other equitable or statutory remedies available under California law or otherwise.

COUNT V: ILLEGAL TAXATION UNDER THE U.S. CONSTITUTION

5.22 Plaintiff incorporates by reference all paragraphs above as though fully set forth herein.

5.23 The U.S. Constitution grants Congress the exclusive power to lay and collect taxes at the federal level, and does not grant any private entity, including Apple, the authority to impose a "tax" on transactions occurring in interstate or international commerce.

5.24 Apple's imposition of a 30% commission on App Store sales, in-app purchases, and subscriptions amounts to a private tax on commerce without the sanction or authority of any federal or state government.

5.25 Plaintiff alleges that Apple's 30% commission:

- (a) Operates as an unauthorized exercise of taxing power, infringing upon the exclusive constitutional prerogative of Congress under Article I, Section 8;
- (b) Is unfairly burdensome to developers, forcing higher consumer prices or limiting profit margins, and placing Apple in the position of a gatekeeper to the digital marketplace;
- (c) May violate the Dormant Commerce Clause by unreasonably restraining interstate commerce and discouraging new market entrants, effectively stifling competition.

5.26 As a direct and proximate result of Apple's unauthorized 30% "tax," Plaintiff has suffered and continues to suffer damages, including lost revenue opportunities, inhibited business growth, and diminished consumer choice.

5.27 Plaintiff seeks:

- (a) A declaratory judgment that Apple's 30% commission constitutes an illegal and unconstitutional tax;
- (b) An injunction prohibiting Apple from continuing to levy this unauthorized private tax against Plaintiff and other similarly situated developers;
- (c) Damages in an amount to be proven at trial that resulted from Apple's improper taxation;
- (d) Any other relief this Court deems just and proper under the circumstances.

6. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant as follows:

1. For declaratory relief that Apple's reverse engineering clause is unconscionable, unenforceable, and void as a matter of public policy, and that Apple's 30% commission constitutes an illegal tax under the U.S. Constitution;
2. For injunctive relief enjoining Apple from:
 - (a) Improperly enforcing the reverse engineering clause;
 - (b) Rejecting "PDFSage 1.0" for arbitrary, capricious, or pretextual reasons such as "Design Spam" without concrete explanation;
 - (c) Continuing to impose or enforce its 30% commission as a private tax on commerce;
 - (d) Engaging in or allowing fraudulent or negligent handling of developer submissions;
3. For compensatory damages, in an amount to be proven at trial, including but not limited to loss of business opportunities, development costs, and reputational harm;
4. For punitive damages, due to Apple's alleged intentional or willful misconduct, subject to proof at trial;
5. For restitution and disgorgement of any gains Apple realized through the conduct alleged herein, if proven;
6. For attorneys' fees and costs of suit, as permitted by applicable law; and
7. For such other and further relief as this Court deems just, equitable, and proper under the circumstances.

7. DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Respectfully submitted this 8 day of Jan, 2025.

Bo Shang

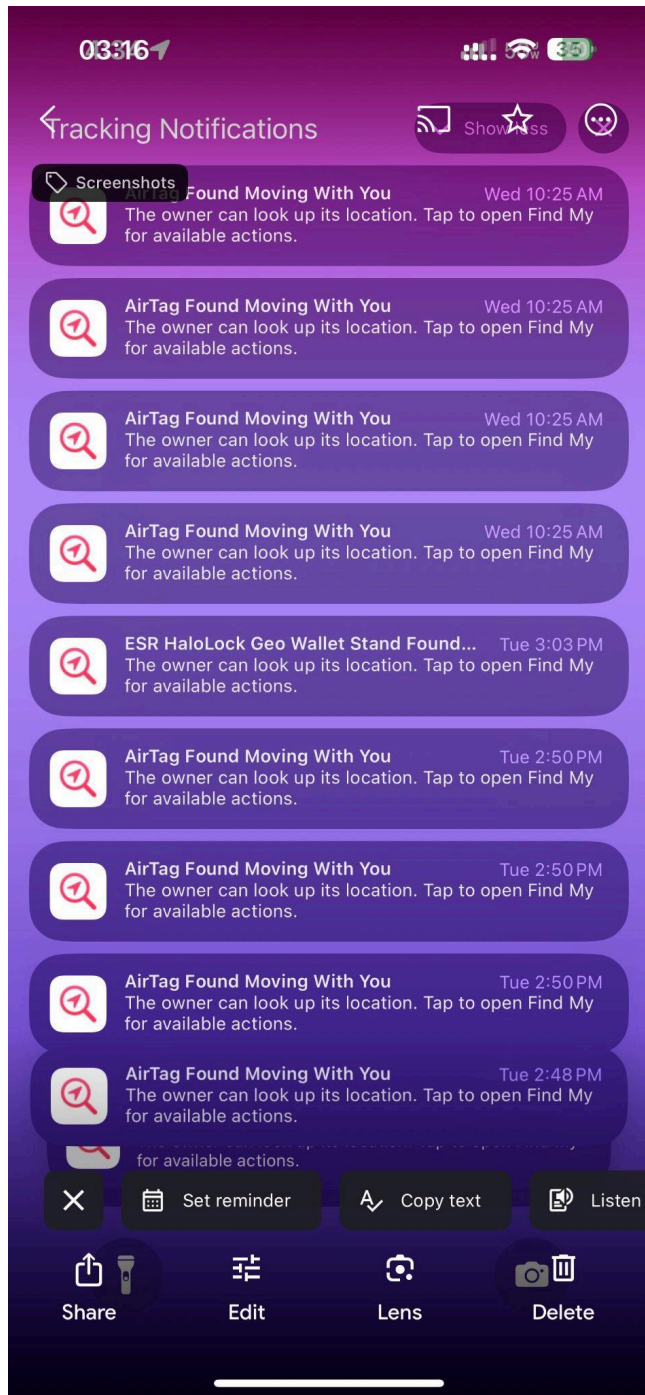
Pro Se

Address: 10 McCafferty Way Burlington MA 01803

Phone: 781-999-4101 or 617-618-8279

Email: bo@pdfsage.org | boshangsoftware@proton.me

EXHIBIT 1: Apple's dehumanizing software..... Their "senior advisors" wasted like 3 hours of the Plaintiff's time because he didn't really know how the software problem or hardware reset works, then made empty promises of 4 free Air



to sell on Craigslist. Later another senior advisor refused to compensate for lost AirTags due to Apple's fault only obviously.

EXHIBIT3: Apple's first rejection on Jan 7 2025

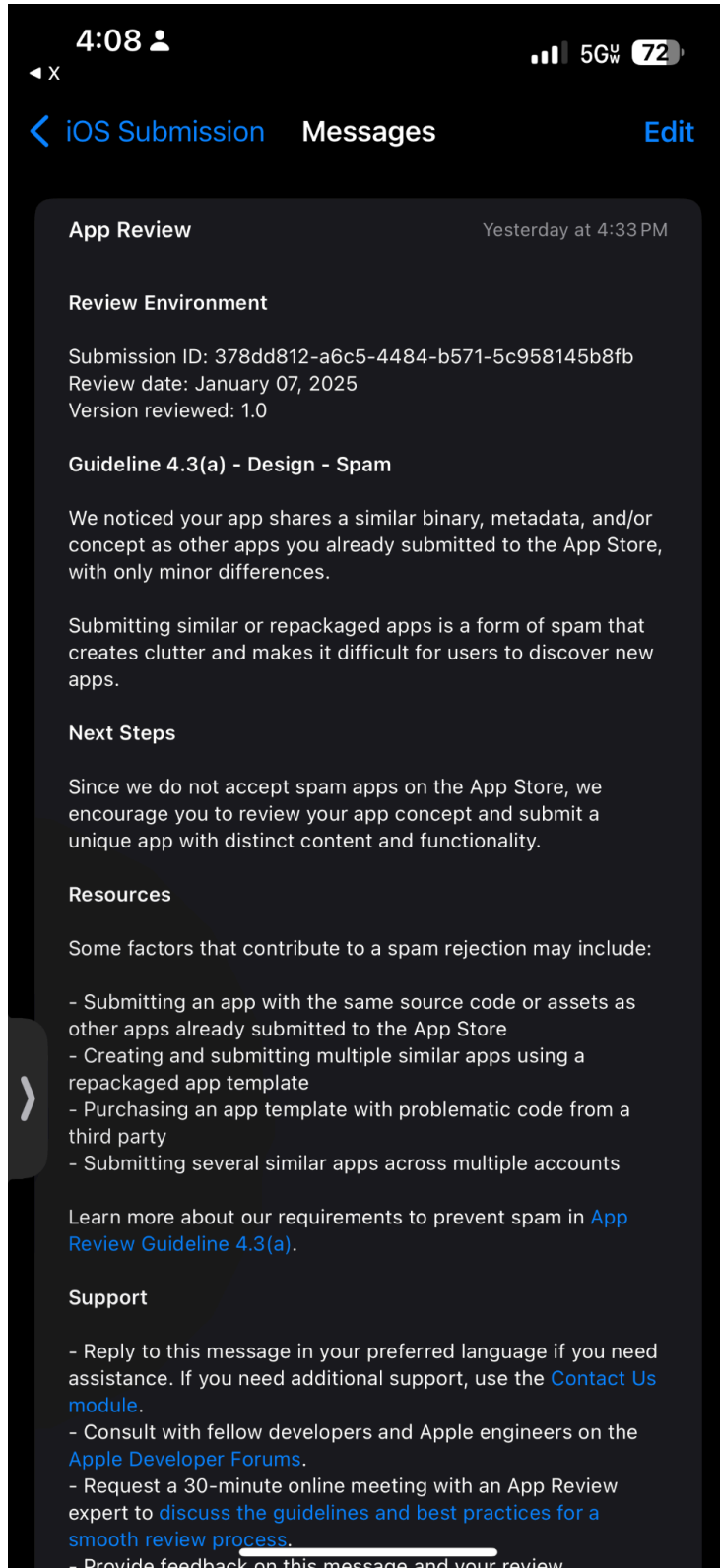


EXHIBIT 4: Apple's second rejection on Jan 8 2025 which did not specify any specific alleged violations despite 4 questions posed to Apple following Apple's exact directions

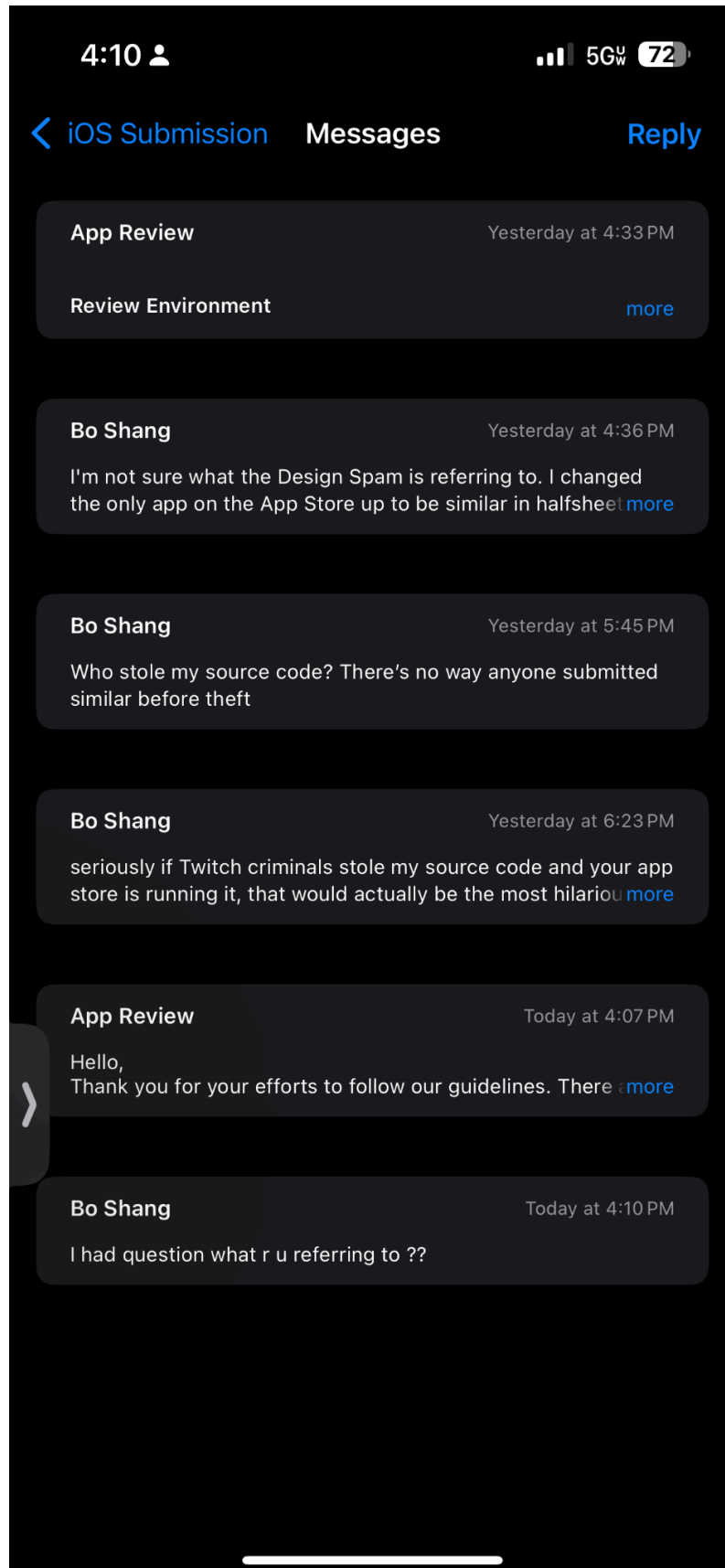


EXHIBIT 4-continued: Apple's pasted rejection message the 2nd time on Jan 8 2025 despite the Plaintiff questioning what???

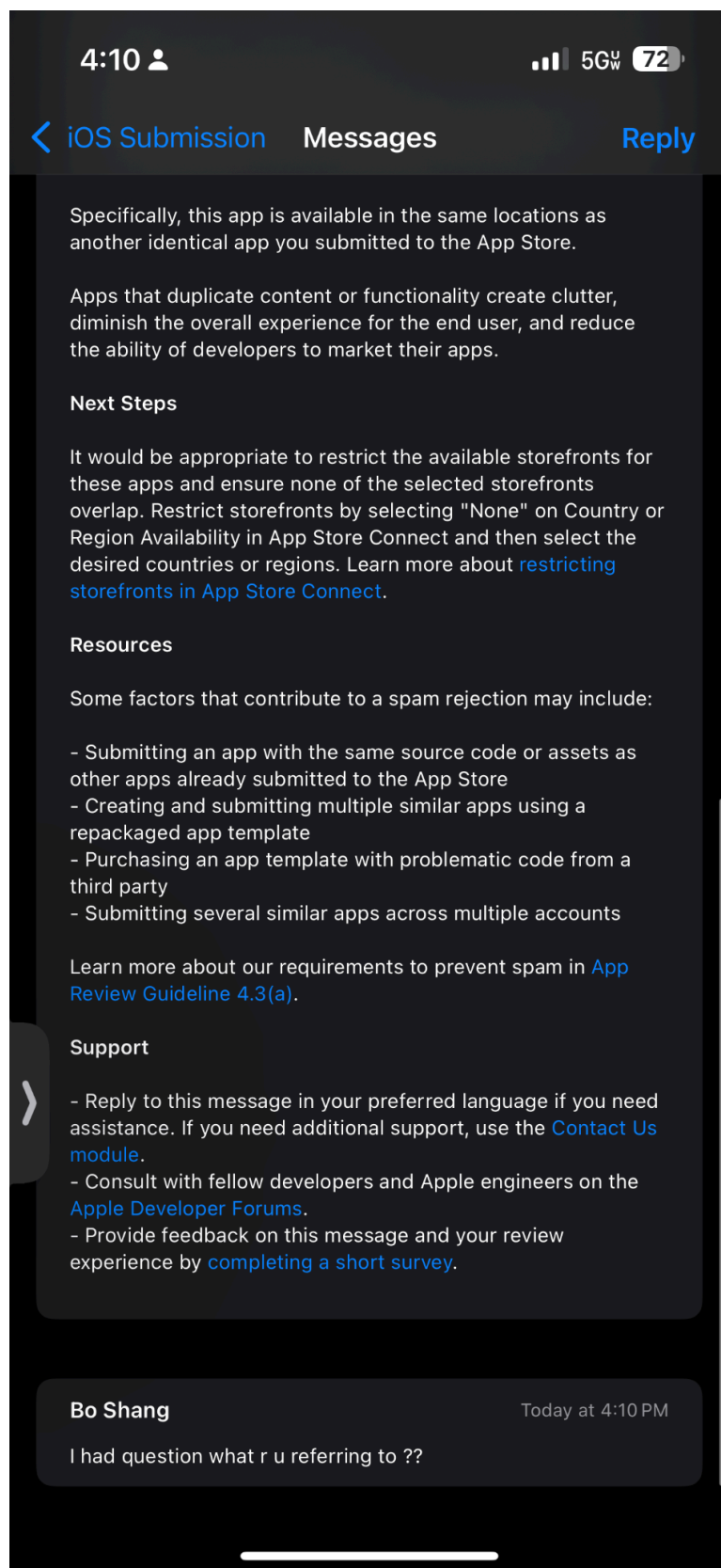


EXHIBIT 5: Apple protects illicit streamers who launder \$685M on TV; the Plaintiff has submitted numerous reports in the past regarding illegality and Apple prefers to keep illegal TV who do not believe in morality on their App Store distribution platform. Twitch is banned in the PRC app store.

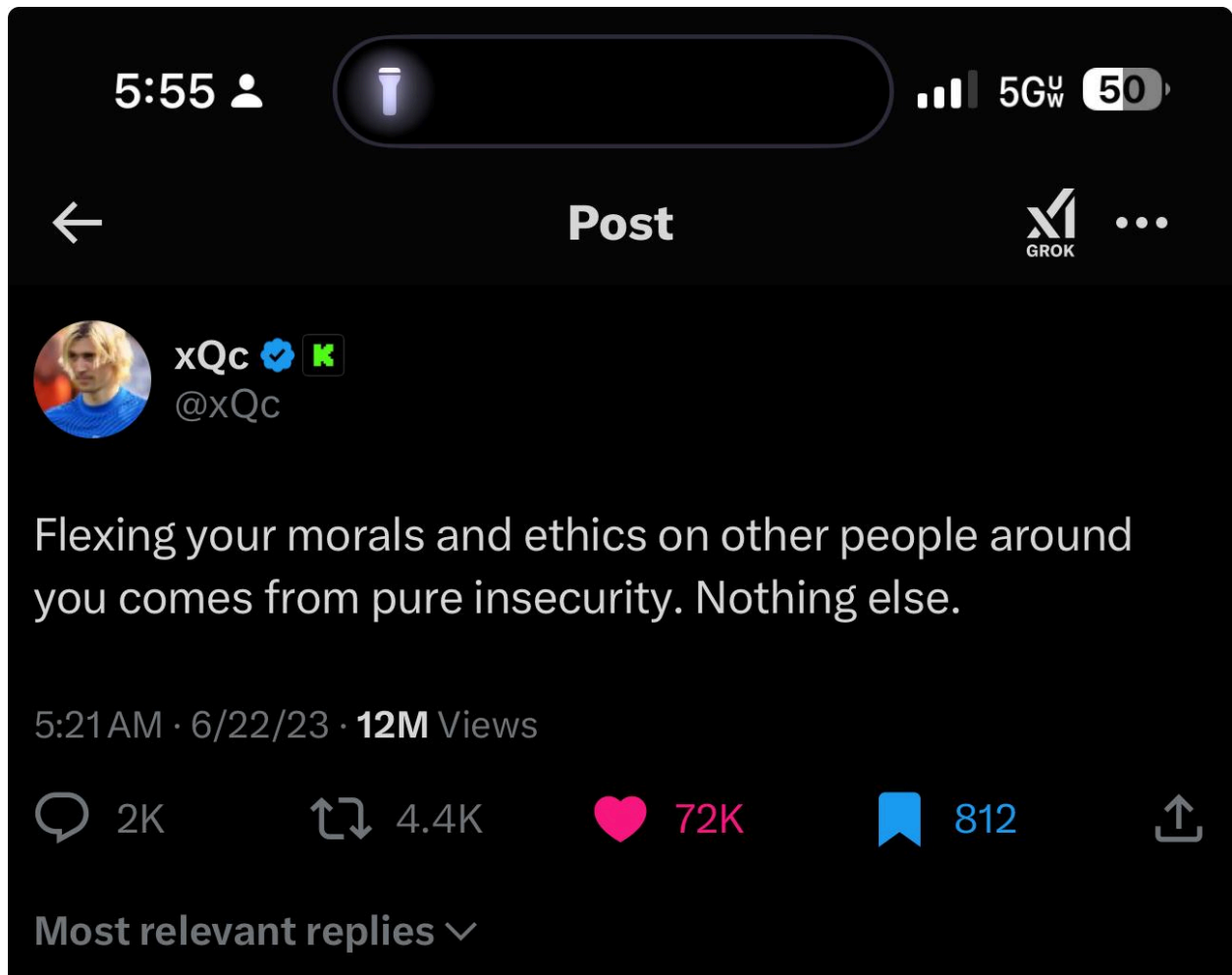


EXHIBIT 6: TV channel xQc shows off laundering \$685M on TV via importing ivs from AWS SDK for Swift

The image is a screenshot of a Twitch stream. On the left, a man with blonde hair and a white t-shirt is visible. On the right, a Stake.com user profile for 'FELIXGAMBA' is shown. The profile includes a statistics table with the following data:

Bets	Wins	Losses	Total
656,376	63,057	583,405	29540.47723783
2,267	352	2,866	\$830,270.32
1,433	142	1,280	\$52,606.45
148	15	132	\$1,130.61
151	29	122	\$0,043.71
778	63	708	\$15,414.77
82	8	72	\$1,107.03
96	6	89	\$961.06

A tooltip highlights the total bet amount of \$685,075,984. The streamer's name 'xQc' is visible in the bottom right corner of the stream overlay.

Felix shows the amount he's wagered on Stake on stream (Image via xQc/Twitch)