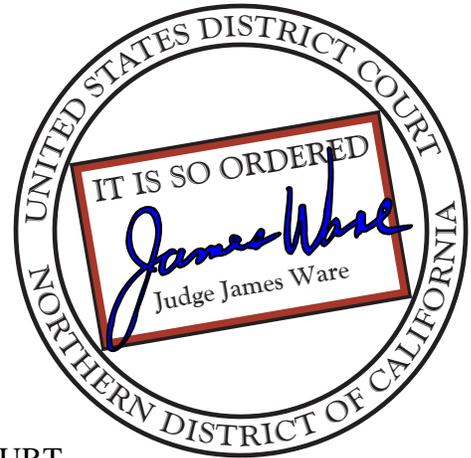


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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

BRIAN F. GORDON, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

APPLE COMPUTER, INC., and DOES 1  
THROUGH 50, inclusive,

Defendant.

Case No. 5:06-cv-05358-JW

CLASS ACTION

*James Ware*  
[PROPOSED] AMENDED ORDER GRANTING APPROVAL OF FORMS AND  
METHODS OF NOTICE

1 This Court previously issued an Order Granting Conditional Certification of a  
2 Settlement Class, Approval of Forms and Methods of Notice, and Preliminary Approval  
3 of Settlement Agreement and Release on March 24, 2008. The Court has been informed  
4 by the Parties that the notice program approved by the Court on March 24, 2008 and  
5 implemented by the Parties inadvertently omitted certain computer models covered by  
6 the Settlement. The Parties have proposed a further notice program to ensure that notice  
7 is provided to purchasers of the models omitted from the initial notice program. Having  
8 reviewed the Parties' submissions,

9 IT IS HEREBY ORDERED AS FOLLOWS:

10 1. All terms and definitions used herein have the same meanings as set forth in  
11 the Agreement.

12 2. The Second Notice of Pendency and Proposed Settlement of Class Action  
13 ("Second Class Notice"); the Second Summary Notice of Settlement ("Second Summary  
14 Notice"); the Second Postcard Notice of Settlement ("Second Postcard Notice"), and the  
15 Amended Claim Form, Instructions, and Release ("Claims Package"); which are attached  
16 to the this Order as Exhibits A, B, C and D, respectively, are hereby approved as to form.

17 3. A copy of the Second Class Notice, together with the Claims Package, shall  
18 be posted on a settlement website, [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) (the "Settlement  
19 Website") and shall be mailed at Apple's expense to Settlement Class Members who call  
20 a toll-free number to be established at Apple's expense ("Toll-Free Number").

21 4. Apple shall send via email an electronic copy of the Second Postcard Notice  
22 to the last submitted e-mail address of each member of the Settlement Class whose email  
23 address is contained in Apple's warranty registration database and who is identified in  
24 Apple's warranty registration database as having purchased one of the computer models  
25 omitted from the list of covered models used in the initial notice program.

26 5. For each member of the Settlement Class identified in Apple's warranty  
27 registration database as having purchased one of the computer models omitted from the  
28 list of covered models used in the initial program for whom Apple does not have an e-

1 mail address but does have a street address in its warranty registration database, Apple  
2 shall mail a copy of the Second Postcard Notice to the member's last known address (as  
3 validated by a licensed N.C.O.A. provider). Apple shall also mail the Second Settlement  
4 Postcard to any Class Member for whom e-mailed notice pursuant to paragraph 4 is  
5 returned undeliverable.

6           6. A copy of the Second Summary Notice shall be published by Apple once in  
7 *USA Today*, a newspaper of national circulation, and once on a different date in  
8 *Macworld*. The notice shall not be less than 1/4 of a page in size. The Second Summary  
9 Notice shall include the address of the Settlement Website and the Toll-Free Number.

10           7. The Court finds that the forms of notice to the Settlement Class regarding the  
11 pendency of the Action and of this settlement and Class Counsel's fee and expense  
12 application and application for incentive award set forth above, and the methods of  
13 dissemination to members of the Settlement Class in accordance with the terms of this  
14 Order, constitute the best notice practicable under the circumstances and constitute valid,  
15 due, and sufficient notice to all members of the Settlement Class, complying fully with  
16 the requirements of Rule 23(c)(2)(B) and the United States Constitution.

17           8. Any member of the Settlement Class who does not, in connection with the  
18 settlement notices, file a valid and timely request for exclusion will be bound by the Final  
19 Judgment dismissing the Action on the merits and with prejudice.

20           9. A hearing (the "Final Hearing") shall be held by the Court on December 15,  
21 2008, at 9:00 a.m., to consider and determine whether the requirements for certification  
22 of the Settlement Class have been met and whether the proposed settlement of the Action  
23 on the terms set forth in the Agreement should be approved as fair, reasonable, adequate,  
24 and in the best interests of the Settlement Class Members; whether Class Counsel's fee  
25 and expense application and application for service award, included as part of the  
26 settlement, should be approved; and whether the Final Judgment approving the settlement  
27 and dismissing the Action on the merits and with prejudice against the Class  
28 Representatives and all Settlement Class Members should be entered.

1           10. The Final Hearing may, from time to time and without further notice to the  
2 Settlement Class (except those who have filed timely and valid objections), be continued  
3 or adjourned by Order of the Court.

4           11. Any Settlement Class Member who seeks to be excluded from the  
5 Settlement Class must send a request by first class mail, postmarked on or before  
6 December 1, 2008, to Ronald J. Aranoff, Bernstein Liebhard & Lifshitz, LLP, 10 East  
7 40th Street — 22nd Floor, New York, NY 10016.

8           12. Objections by any Settlement Class Member to: (A) the certification of the  
9 Settlement Class and the proposed settlement contained in the Agreement and described  
10 in the Class Notice and Summary Notice; (B) the payment of fees and expenses to Class  
11 Counsel and service award to Plaintiff; and/or (C) entry of the Final Judgment, shall be  
12 heard and any papers submitted in support of said objections shall be considered by the  
13 Court at the Final Hearing only if, on or before December 1, 2008, such objector files  
14 with the Court a notice of his, her or its objections, submits documentary proof that he,  
15 she or it is a member of the Settlement Class, states the basis for such objections, and  
16 serves copies of the foregoing and all other papers in support of such objections on  
17 counsel for the Parties identified in the Class Notice. In order to be considered for  
18 hearing, all objections must be actually received by the counsel identified in the Class  
19 Notice on or before December 1, 2008.

20           13. No later than December 8, 2008, the Parties shall file all papers in support  
21 of the application for final approval of the settlement, the application for payment of  
22 attorneys' fees and expenses, and/or any papers in response to any valid and timely  
23 objections with the Court, and shall serve copies of such papers upon each other and upon  
24 any objectors who have complied with the provisions of paragraph 12 of this Order.

25           14. Settlement Class Members who wish to claim a benefit and whose Adapter  
26 failure occurred on or before the Notice Date must mail their Claim Form and supporting  
27 documentation postmarked on or before the Notice Date plus 120 days. Settlement Class  
28 Members who wish to claim a benefit and whose Adapter failure occurred after the

1 Notice Date must mail their Claim Form and supporting documentation postmarked on or  
2 before the *earlier* of 120 days after the date the failure occurred, or by May 31, 2009.

3 15. Counsel for the Parties are hereby authorized to utilize all reasonable  
4 procedures in connection with the administration of the settlement which are not  
5 materially inconsistent with either this Order or the terms of the Agreement.

6

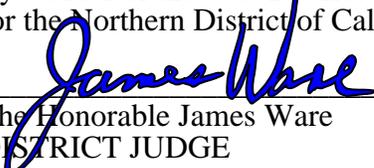
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10 Dated: September 3, 2008

By: Order of the U.S. District Court  
for the Northern District of California

  
The Honorable James Ware  
DISTRICT JUDGE

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2 **If you purchased a replacement power adapter for**  
3 **certain Apple PowerBook or iBook computers, you**  
4 **could be entitled to benefits under a class action**  
5 **settlement.**

6 *The United States District Court, Northern District of California, authorized this notice. This is*  
7 *not a solicitation from a lawyer.*

- 8 • The settlement will provide a cash payment if you purchased an Apple PowerBook or iBook  
9 computer (certain models), the power adapter failed within the first three years following the  
10 initial retail purchase of the computer, and you purchased a replacement adapter. The amount  
11 of the cash payment will vary; see the chart on page 5 for payment amounts.
- 12 • To qualify, you must be a United States resident who purchased in the United States an Apple  
13 PowerBook or iBook computer listed on Exhibit 1 hereto for which the replacement power  
14 adapter sold by Apple was the Apple Portable Power Adapter – 65W. For convenience, these  
15 computers are referred to as the “Subject Computers.” In addition, the adapter included with  
16 or sold for the Subject Computer (referred to as “Adapter”) must have failed and you must  
17 have purchased an Apple-branded 65W power adapter or third-party power adapter to replace  
18 it (referred to as “Replacement Adapter”) at your own expense within the first three years  
19 following the initial retail purchase of the Subject Computer.
- 20 • Your legal rights are affected whether you act or don’t act. Please read this notice carefully.
- 21 • If you previously received or reviewed a notice relating to replacement power adapters for  
22 certain Apple PowerBook and iBook computers, please do not disregard this notice.  
23 Additional computers covered by the settlement have been added since the previous notice.

19 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

20 SUBMIT A CLAIM FORM	The only way to get a payment.
21 EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Apple about the legal claims in this case.
22 OBJECT	Write to the Court about why you don’t like the settlement.
23 GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
24 DO NOTHING	Get no payment. Give up rights.

- 25 • These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- 26 • The Court in charge of this case still has to decide whether to approve the settlement.  
27 Payments will be made if the Court approves the settlement and after appeals are resolved.  
28 Please be patient.

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7. Are there exceptions to being included?

8. If I purchased a Subject Computer but did not purchase a Replacement Adapter as described, am I included in the Class?

9. I’m still not sure if I am included.

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1 **BASIC INFORMATION**

2 **1. Why did I get this notice package?**

3 You may be a United States resident who purchased for your own use and not for resale an Apple  
4 PowerBook or iBook computer listed on Exhibit 1 hereto for which the replacement power  
adapter sold by Apple was the Apple Portable Power Adapter – 65W.

5 The Court ordered this notice to be sent to you because you have a right to know about a  
6 proposed settlement of a class action lawsuit, and about your options, before the Court decides  
7 whether to approve the settlement. If the Court approves it and after appeals are resolved, an  
administrator will make the payments that the settlement allows.

8 This package explains the lawsuit, the settlement, your legal rights, what benefits are available,  
who is eligible for them, and how to get them.

9 The Court in charge of the case is the United States District Court for the Northern District of  
10 California, and the case is known as *Gordon v. Apple Computer, Inc.*, Case No. 5:06-cv-05358-  
11 JW. The person who sued is called Plaintiff, and the company they sued, Apple Inc. (formerly  
called Apple Computer, Inc.), is called the Defendant.

12 **2. Why is there a second notice package?**

13 If you previously received or reviewed a notice package relating to replacement power adapters  
14 for certain Apple PowerBook and iBook computers, please do not disregard this notice package.  
Additional computers covered by the settlement have been added since the previous notice.  
15 Consult Exhibit 1 hereto to review the complete list of Subject Computers and to determine  
whether your computer is now included in the settlement.

16 If you have already submitted a claim, request for exclusion or objection in response to the prior  
notice, you do NOT need to do so again.

17 **3. What is this lawsuit about?**

18 The lawsuit claimed that the Adapter sold with the Subject Computers is defective in that it  
19 “dangerously frays, sparks and prematurely fails to work,” and that Apple engaged in  
misrepresentations regarding the Adapter. Apple denies all allegations and has asserted many  
20 defenses. The settlement is not an admission of wrongdoing.

21 **4. Why is this a class action?**

22 In a class action, one or more people, called Class Representatives (in this case Brian Gordon),  
23 sue on behalf of people who have alleged similar claims. All these people are a Class or Class  
Members. One court resolves the issues for all Class Members, except for those who exclude  
24 themselves from the Class. United States District Court Judge James Ware is in charge of this  
class action.

25 **5. Why is there a settlement?**

26 The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a  
27 settlement. That way, they avoid the cost of a trial, and settlement benefits go to the Class  
Members. The Class Representatives and the attorneys think the settlement is best for the Class  
28 Members.

1 **WHO IS IN THE SETTLEMENT**

2 To see if you will get money from this settlement, you first have to determine whether you are a  
3 Class Member.

4 **6. How do I know if I am part of the settlement?**

5 Judge Ware has decided that everyone who fits this description is a Class Member: All United  
6 States residents who purchased in the United States, for their own use and not for resale, an Apple  
PowerBook or iBook computer listed on Exhibit 1 hereto.

7 Please note that the list of Subject Computers on the Exhibit 1 included with the previous notice  
8 package was not complete. The complete list of Subject Computers can be found on Exhibit 1  
hereto.

9 **7. Are there exceptions to being included?**

10 The Class does *not* include Apple; any entity in which Apple has a controlling interest; Apple's  
11 directors, officers, and employees; Apple's legal representatives, successors, and assigns; and all  
persons who validly request exclusion from the Settlement Class.

12 **8. If I purchased a Subject Computer but did not pay for a Replacement Adapter as  
described, am I included in the Class?**

13 Yes, because you may be entitled to make a claim if your Adapter fails in the future and you then  
14 purchase a Replacement Adapter as covered by the settlement.

15 **9. I'm still not sure if I am included.**

16 If you are still not sure whether you are included, you can visit the website,  
17 [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple), for more information.

18 **THE SETTLEMENT BENEFITS—WHAT YOU GET**

19 **10. What does the settlement provide?**

20 Apple has agreed to provide a cash payment to Class Members who purchased a Replacement  
21 Adapter for a Subject Computer covered by the settlement and who send in a valid claim form.  
22 The settlement covers the purchase of a Replacement Adapter due to failure of the Adapter sold  
with the Subject Computer within the first three years following the initial retail purchase of the  
Subject Computer, and before May 31, 2009. The amount of the cash payment will vary  
depending on when the Adapter included with or sold for the Subject Computer failed.

23 To qualify for a cash payment if the Adapter failed within the first year following the initial retail  
24 purchase of the Subject Computer, you must have sought to have the failed adapter covered under  
warranty and that request must have been denied by Apple for a reason other than user abuse. If  
25 your Adapter failed during the first year following the initial retail purchase of the Subject  
26 Computer and you meet these conditions, you will be reimbursed for the actual amount you paid  
for the Replacement Adapter (excluding tax and shipping/handling fees) up to a maximum of  
\$79.00.

1 **11. What can I get from the settlement?**

2 The settlement provides for different cash payments depending on when the Adapter included  
3 with or sold for your Subject Computer failed and when you purchased a Replacement Adapter.  
4 If these events occurred during the first year following the initial retail purchase of the Subject  
5 Computer, the amount of your cash payment will also vary depending on how much you paid for  
6 the Replacement Adapter.

Year of Failure and Purchase of Replacement Adapter	Cash Payment Amount	Must Show the Following to Receive Cash Payment
During the first year following the initial retail purchase of the Subject Computer	Amount paid for the Replacement Adapter (excluding sales tax and shipping/handling fees) not to exceed \$79.00.	1. Proof of purchase of Replacement Adapter; 2. Declaration that you attempted to have the failed Adapter repaired within the warranty period of the Subject Computer and that such request was denied by Apple for a reason other than user abuse; and 3. Valid claim form.
During the second year following the initial retail purchase of the Subject Computer	\$40.00	1. Proof of purchase of Replacement Adapter; and 2. Valid claim form.
During the third year following the initial retail purchase of the Subject Computer	\$25.00	1. Proof of purchase of Replacement Adapter; and 2. Valid claim form.

14 **There is a limit of one cash payment per Subject Computer.**

15 **12. What if I pay for a Replacement Adapter in the future?**

16 If you purchase a Replacement Adapter because the Adapter included with or sold for your  
17 Subject Computer fails in the future within three years from the date of the initial retail purchase  
18 of the Subject Computer, you may claim the cash payment amounts above so long as you send in  
19 a claim form by the deadlines described in the next section.  
20

1 **How You Get A CASH PAYMENT—Submitting a Claim Form**

2 **13. How can I get a cash payment?**

3 To qualify for a cash payment, you must send in a claim form. A claim form, including  
4 instructions on how to make a claim, is attached to this Notice. You can also get a claim form on  
the Internet at [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) or by calling 1-888-539-5706.

5 You must read the instructions carefully, fill out the form as directed in the instructions, include  
6 all the documents the form asks for, and sign the claim form under penalty of perjury. If you  
purchased a Replacement Adapter as described herein on or before October 14, 2008, you must  
7 mail the claim form postmarked on or before February 11, **2009**. If you purchased a Replacement  
Adapter as described herein after October 14, 2008, you must mail the claim form postmarked on  
8 or before the *earlier* of **120 days after the date the Adapter failure occurred, or by May 31,**  
**2009. If you fail to return your claim form by the required date, your claim will be rejected,**  
9 **and you will be deemed to have waived all rights to receive any benefits under this**  
**settlement.**

10 Follow all the instructions on the claim form.

11 **NOTE:** If you have already submitted a claim in response to the prior notice related to  
12 replacement adapters for certain Apple PowerBook and iBook computers, you do NOT need to  
re-submit the claim.

13 **14. When would I get my cash payment?**

14 The Court will hold a hearing on December 15, 2008 at 9 a.m., to decide whether to approve the  
15 settlement. If Judge Ware approves the settlement, there may be appeals. The appeal process can  
take time, perhaps more than a year. Please be patient.

16 **15. What am I giving up to get a cash payment or stay in the Class?**

17 Unless you exclude yourself, you stay in the Class, and that means that you can't sue, continue to  
18 sue, or be part of any other lawsuit against Apple about the legal issues in this case. It also means  
that all of the Court's orders will apply to you and legally bind you. If you sign the claim form,  
19 you will agree to a "Release of Claims," included with the claim form, which describes exactly  
the legal claims that you are giving up.

20 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

21 If you don't want a payment from this settlement, but you want to keep the right to sue or  
22 continue to sue Apple, on your own, about the legal issues in this case, then you must take steps  
to get out. This is called excluding yourself—or is sometimes referred to as opting out of the  
23 Settlement Class.

24 **16. How do I get out of the settlement?**

25 To exclude yourself from the settlement, you must send a letter by mail saying that you want to  
be excluded from *Gordon v. Apple*, Case No. 5:06-cv-05358-JW. Be sure to include your name,  
26 address, telephone number, the serial number of your Subject Computer, and your signature. You  
must mail your exclusion request postmarked no later than December 1, 2008, to:  
27  
28

1 Ronald J. Aranoff  
2 Bernstein Liebhard & Lifshitz, LLP  
3 10 East 40th Street — 22nd Floor  
4 New York, NY 10016

5 You can't exclude yourself on the phone or by fax or e-mail. If you ask to be excluded, you will  
6 not get any settlement payment, and you cannot object to the settlement. You will not be legally  
7 bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue)  
8 Apple in the future about the legal issues in this case.

9 **NOTE:** If you have already submitted an exclusion request in response to the prior notice related  
10 to replacement adapters for certain Apple PowerBook and iBook computers, you do NOT need to  
11 do so again.

12 **17. If I don't exclude myself, can I sue Apple for the same thing later?**

13 No. Unless you exclude yourself, you give up the right to sue Apple for the claims that this  
14 settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit.  
15 Remember, your exclusion must be postmarked on or before December 1, 2008.

16 **18. If I exclude myself, can I get money from this settlement?**

17 No. If you exclude yourself, do not send in a claim form to ask for any money. But, you may  
18 sue, continue to sue, or be part of a different lawsuit against Apple about the legal issues in this  
19 case.

20 **THE LAWYERS REPRESENTING YOU**

21 **19. Do I have a lawyer in this case?**

22 The Class is represented in this case by Mel E. Lifshitz and Ronald J. Aranoff of Bernstein  
23 Liebhard & Lifshitz LLP in New York, New York, and Helen Zeldes of the Law Offices of Helen  
24 Zeldes in San Diego, California. Together, these lawyers are called Class Counsel. You will not  
25 be charged for these lawyers. If you want to be represented by your own lawyer, you may hire  
26 one at your own expense.

27 **20. How will the lawyers be paid?**

28 Class Counsel will ask the Court for attorneys' fees and expenses in the amount of \$849,500, and  
a service award to Plaintiff in the amount of \$500. Apple will separately pay the fees and  
expenses that the Court awards. These amounts will not come out of any funds for payments to  
Class Members. Apple has agreed not to oppose these fees and expenses. Apple will also  
separately pay the costs to administer the settlement.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

**21. How do I tell the Court that I don't like the settlement?**

If you're a Class Member, you can object to the settlement if you don't like any part of it. You  
can give reasons why you think the Court should not approve it. The Court will consider your  
views. To object, you must send a letter saying that you object to *Gordon v Apple, Case*

1 No. 5:06-cv-05358-JW. Be sure to include your name, address, telephone number, the serial  
2 number of your Subject Computer, your signature, and the reasons you object to the settlement.  
3 The objection and any supporting papers must be mailed to and actually received by all of the  
4 following three addressees no later than December 1, 2008:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
5 Clerk of the Court 6 United States District Court 7 for the Northern District of 8 California 9 San Jose Division 10 280 South 1st Street 11 San Jose, CA 95113	12 Ronald J. Aranoff 13 Bernstein Liebhard & Lifshitz, 14 LLP 15 10 East 40th Street — 22nd 16 Floor 17 New York, NY 10016	18 Penelope A. Preovolos 19 Morrison & Foerster LLP 20 425 Market Street 21 San Francisco, CA 94105- 22 2482

23 **NOTE:** If you have already submitted an objection in response to the prior notice related to  
24 replacement adapters for certain Apple PowerBook and iBook computers, you do NOT need to do  
25 so again.

## 26 22. What's the difference between objecting and excluding?

27 Objecting is simply telling the Court that you don't like something about the settlement. You can  
28 object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to  
be part of the Class. If you exclude yourself, you have no basis to object, because the case no  
longer affects you.

### 29 THE COURT'S FAIRNESS HEARING

30 The Court will hold a hearing to decide whether to approve the settlement. You may attend, and  
31 you may ask to speak, but you don't have to.

## 32 23. When and where will the Court decide whether to approve the settlement?

33 The Court will hold a Fairness Hearing at 9:00 a.m. on December 15, 2008, at the United States  
34 District Court for the Northern District of California, San Jose Division, Courtroom 8 (4th Floor)  
35 located at 280 South 1st Street, San Jose, California, 95113. At this hearing the Court will  
36 consider whether the settlement is fair, reasonable, and adequate. If there are objections, the  
37 Court will consider them. Judge Ware will listen to people who have asked to speak at the  
38 hearing. The Court may also consider how much to pay Class Counsel. After the hearing, the  
39 Court will decide whether to approve the settlement. We do not know how long these decisions  
40 will take.

## 41 24. Do I have to come to the hearing?

42 No. Class Counsel will answer questions Judge Ware may have. But, you are welcome to come  
43 at your own expense. If you send an objection, you don't have to come to Court to talk about it.  
44 As long as your written objection was received on time, the Court will consider it. You may also  
45 pay your own lawyer to attend, but it's not necessary. Finally, you may seek to intervene in the  
46 action, but you need not do so.

1 **25. May I speak at the hearing?**

2 You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send  
3 a letter saying that it is your “Notice of Intention to Appear” in “*Gordon v. Apple*, Case No. 5:06-  
4 cv-05358-JW.” Be sure to include your name, address, telephone number, and your signature.  
5 Your Notice of Intention to Appear must be received by the Clerk of the Court, Class Counsel,  
6 and Defense Counsel, at the three addresses in question 20, no later than **December 1, 2008**. You  
7 cannot speak at the hearing if you excluded yourself.

8 **NOTE: IF YOU HAVE ALREADY SUBMITTED A NOTICE OF INTENTION TO APPEAR  
9 IN RESPONSE TO THE PRIOR NOTICE RELATED TO REPLACEMENT ADAPTERS FOR  
10 CERTAIN APPLE POWERBOOK AND IBOOK COMPUTERS, YOU DO NOT NEED TO DO  
11 SO AGAIN.**

12 **IF YOU DO NOTHING**

13 **26. What happens if I do nothing at all?**

14 If you do nothing, you’ll get no money from this settlement. But, unless you exclude yourself,  
15 you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit  
16 against Apple about the legal issues in this case, ever again.

17 **GETTING MORE INFORMATION**

18 **27. Are there more details about the settlement?**

19 This notice summarizes the proposed settlement. More details are in a Settlement Agreement.  
20 Copies of the Settlement Agreement and the pleadings and other documents relating to the case  
21 are on file at the United States District Court for the Northern District of California, San Jose  
22 Division, and may be examined and copied at any time during regular office hours at the Office  
23 of the Clerk, 280 South 1st Street, San Jose, California, 95113.

24 Note that the original Exhibit 1 on file with the Court as an attachment to the Settlement  
25 Agreement has been updated to include additional computers. The updated version of Exhibit 1  
26 is attached hereto.

27 **28. How do I get more information?**

28 You can visit the settlement website at [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple), where you will find  
answers to common questions about the settlement, a claim form, plus other information. You  
may also write to Helen Zeldes, Esq., Law Offices of Helen Zeldes, 249 S. Highway 101, #370,  
Solana Beach, CA 92075. **Questions may not be directed to the Court.**

date: \_\_\_\_\_, 2008.

# EXHIBIT 1

## Amended Exhibit 1 Configuration Codes of PowerBook and iBook Computers Covered by Settlement

PowerBook and iBook computers with serial numbers that include the following configuration codes are now covered by the Settlement. To determine the configuration code, please look at the serial number for your computer. The configuration code is the last three characters of the serial number.

### PowerBook Computers:

MRT	PEZ	QLO	RP3	TG3
MVZ	PFK	QLU	RPS	TG4
MWO	PGK	QMQ	RXR	TG8
MWO	PGL	QQ5	SB7	TJC
MYN	PGM	QRU	SCQ	TJG
N1Q	PHK	QRV	SD2	TKZ
N4K	PHL	QRW	SD7	TSK
N4L	PJ3	QV7	SD8	U34
N4M	PJ4	QW2	SK1	UB1
NEM	PLG	QW3	SQ5	UDR
NEN	PLH	QWE	SQ6	UDS
NGK	PLW	R29	SQ7	UDT
NGL	PLX	R2A	SWZ	UDU
NGM	POB	R2B	SX0	UDW
NGN	POV	RAA	SX2	UDX
NGP	PT4	RAN	SX3	UE0
NGQ	PT6	RBB	SXZ	UE1
NL5	PT7	RBC	SY2	UE2
NL6	PT8	RBF	SY3	UEE
NL7	PVF	RC8	SY5	UEF
NMH	Q1Q	RC9	SY6	UEG
NMJ	Q76	RCG	SY7	UEH
NMK	Q77	RCH	SY8	UF1
NP4	QA7	RCJ	SYG	UF6
NQ9	QA8	RDK	SYH	UF7
NRW	QC6	REK	SYL	UFA
NRX	QCA	REL	SYP	UFB
NRY	QCS	RFK	SYS	UFE
NRZ	QCT	RFL	T0U	UFF
NS0	QDO	RG3	T0V	UFG
NS1	QDW	RG4	T1C	UQD
NWL	QFH	RG5	T1V	URC
NZA	QFJ	RG6	T41	URQ
NZB	QFT	RGV	T5D	URR
NZG	QFU	RJ3	TBX	US6
NZK	QH9	RJ4	TCG	UT6
P08	QHB	RJ5	TCH	UT7
POB	QHX	RJ6	TFW	UUF
P21	QHY	RJ7	TFX	UWV
P22	QJD	RJF	TFY	UXA
P23	QJE	RNF	TFZ	UZB
P2L	OKU			

**iBook Computers:**

MRR	PG7	QJQ	RCQ	.SE6
N1N	PGH	QJS	RCR	SE7
N4P	PGN	QKX	RCS	SE9
N4Q	PGV	QKY	RCT	SEB
N4R	PGW	QKZ	RCU	SEC
N4S	PGX	QL1	RCV	SEH
N4T	PGY	QLW	RD7	SEJ
N5A	PGZ	QMN	RD8	SHE
N5C	PH0	QMP	RDH	SK2
NDF	PH1	QNA	RE8	SLJ
NDP	PH2	QPZ	RED	T2X
NDQ	PKW	QQC	REE	T5X
NDR	PKX	QRD	REF	T5Y
NDV	PKY	QRE	REG	TCF
NDW	PKZ	QT5	RER	TCJ
NDX	PL0	QVZ	REZ	TG0
NRL	PL1	QW0	RFH	TG1
NRM	PMA	QWF	RNE	TG2
NRN	PMM	QYH	RNG	TJD
NRP	PPT	QYJ	RNR	TJE
NVH	PPX	QYK	RP1	TJF
NWR	PQ0	QYL	RP2	TP4
NWS	PQ1	QYM	RPN	TP5
NWT	PQ2	QYN	RPZ	TP6
NWU	PS1	QYP	RQ0	TP7
NY4	PS2	QYQ	RQ1	TRR
NY5	PSC	QYR	RQ2	TVX
NYF	PSK	R12	RZR	TWR
NYG	PSZ	R2C	S02	TX8
NZ8	PT2	R41	S03	TYE
NZ9	PT3	R6E	S24	U6C
NZH	PXZ	R6R	S25	U6D
P7Y	PY0	R6S	S3Z	U6E
PB8	Q1R	R71	S85	U6Q
PB9	Q73	R72	S86	U6R
PBA	QAD	R73	S87	U6S
PBB	QAX	R74	S88	U6U
PBC	QAY	R8F	SCR	UCR
PBD	QAZ	R9C	SCS	UK9
PBE	QC9	RA9	SCT	UT8
PBF	QD2	RAK	SCU	UUG
PBG	QE2	RAL	SCY	UZ9
PBM	QE4	RAM	SCZ	UZA
PBN	QF9	RAP	SD0	V3B
PER	QHO	RAZ	SD4	VR3
PES	QHA	RB8	SD5	VR4
PET	QHU	RB9	SDE	VR5
PF2	QHV	RBA	SDN	VUZ
PF3	QHW	RC7	SDP	VW1
PFB	QJP	RCF	SE4	

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

BRIAN F. GORDON, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

APPLE COMPUTER, INC., and DOES 1  
THROUGH 50, inclusive,

Defendant.

Case No. 5:06-cv-05358-JW

CLASS ACTION

**EXHIBIT B**  
**SECOND SUMMARY NOTICE OF SETTLEMENT**

1 LEGAL NOTICE

2 **If you purchased a replacement power adapter for**  
3 **certain Apple PowerBook or iBook computers, you**  
4 **could be entitled to benefits from a class action**  
5 **settlement.**

6 A settlement of a class action lawsuit affects you if  
7 you purchased an Apple PowerBook or iBook  
8 computer for which the replacement power adapter  
9 was the Apple Portable Power Adapter — 65W  
10 (“Subject Computer”) and subsequently purchased  
11 a Replacement Adapter for the Subject Computer  
12 due to failure of the Adapter included with or sold  
13 for the Subject Computer. A list of the Subject  
14 Computers (Exhibit 1) is available on the Internet at  
15 [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) or by calling  
16 1-888-539-5706 to request the full notice package.  
17 The settlement will provide a cash payment to  
18 United States residents who purchased a Subject  
19 Computer and paid for a Replacement Adapter  
20 covered by the settlement within the first three  
21 years following the initial retail purchase of the  
22 Subject Computer. If you qualify, you may send in  
23 a claim form to ask for payment, or you can  
24 exclude yourself from the settlement, or object.  
25 The United States District Court for the Northern  
26 District of California authorized this notice. The  
27 Court will have a hearing to consider whether to  
28 approve the settlement, so that the benefits may be  
paid.

18 **WHY IS THIS NOTICE BEING PUBLISHED AGAIN?**

19 If you previously received or reviewed a notice  
20 relating to replacement power adapters for certain  
21 Apple PowerBook and iBook computers, please do  
22 not disregard this notice. Additional computers  
23 covered by the settlement have been added since  
24 the previous notice. Consult the list of Subject  
25 Computers (Exhibit 1) available on the Internet at  
26 [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) or by calling  
27 1-888-539-5706 to request the full notice package,  
28 to see whether your computer is now included in  
the settlement.

25 If you have already submitted a claim, request for  
26 exclusion or objection in response to the prior  
27 notice, you do NOT need to do so again.

**WHO’S AFFECTED?**

Purchasers of an Apple PowerBook or iBook  
computer listed on Exhibit 1. Exhibit 1 is available  
on the Internet at  
[www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) or by calling  
1-888-539-5706 to request the full notice package.  
You’re a “Class Member” if you are a United States  
resident who purchased in the United States an  
Apple PowerBook or iBook computer listed on  
Exhibit 1 for your own use and not for resale.

**WHAT’S THIS ABOUT?**

The lawsuit claimed that the Adapter included with  
or sold for the Subject Computers is defective in  
that it allegedly “dangerously frays, sparks and  
prematurely fails to work.” Apple denies all  
allegations and has asserted many defenses. Apple  
is entering into this settlement to avoid burdensome  
and costly litigation. The settlement is not an  
admission of wrong-doing.

**WHAT CAN YOU GET FROM THE SETTLEMENT?**

Apple has agreed to provide a cash payment to  
Class Members who purchased a Replacement  
Adapter due to the failure of the Adapter included  
with or sold for a Subject Computer covered by the  
settlement and who send in a valid claim form. For  
failures within the first year following the initial  
retail purchase of the Subject Computer, the  
settlement requires that you attempted to have the  
failed Adapter replaced or repaired under warranty  
by Apple and such request was denied by Apple for  
a reason other than user abuse.

The settlement provides for different cash payments  
depending on when the Adapter included with or  
sold for your Subject Computer failed.

The settlement only applies to a Replacement  
Adapter purchased during the first three years  
following the initial retail purchase of the Subject  
Computer, and before May 31, 2009. Cash  
payment amounts are as follows:

1	YEAR OF FAILURE OF ADAPTER	CASH PAYMENT AMOUNT
3	YEAR 1	THE ACTUAL AMOUNT PAID FOR THE REPLACEMENT ADAPTER (EXCLUDING TAX & SHIPPING) UP TO \$79
6	YEAR 2	\$40
7	YEAR 3	\$25

8 There is a limit of one cash payment per Subject Computer.

9 **HOW DO YOU GET A PAYMENT?**

10 A detailed notice and claim form package contains everything you need. Just call 1-888-539-5706 or go to [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) to get one.

13 **IMPORTANT DEADLINES**

14 If you purchased a Replacement Adapter as described herein on or before October 14, 2008, you must mail the claim form postmarked on or before **February 11, 2009**. If you purchased a Replacement Adapter as described herein after October 14, 2008, you must mail the claim form postmarked on or before the *earlier* of **120 days after the date the Adapter failure occurred, or by May 31, 2009**.

18 **NOTE:** If you have already submitted a claim in response to the prior notice related to replacement adapters for certain Apple PowerBook and iBook computers, you do NOT need to re-submit the claim.

21 **WHAT ARE YOUR OPTIONS?**

22 If you don't want a payment and you don't want to be legally bound by the settlement, you must postmark your request to exclude yourself by December 1, 2008, or you won't be able to sue, or continue to sue, Apple about the legal claims in this case. If you exclude yourself, you can't get a payment from this settlement.

If you stay in the Class, you may object to the settlement. Objections must be received by December 1, 2008.

**NOTE:** If you have already submitted an exclusion request or objection in response to the prior notice related to replacement adapters for certain Apple PowerBook and iBook computers, you do NOT need to do so again.

The detailed notice describes how to exclude yourself or object. The Court will hold a hearing in this case (*Gordon v. Apple Computer, Inc.*, Case No. 5:06-cv-05358) on December 15, 2008, at 9 a.m. to consider whether to approve (1) the settlement and (2) attorneys' fees and expenses of \$849,500 and a service payment to Plaintiff of \$500. You may appear at the hearing, but you don't have to. To obtain a full notice and claim form, go to [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) or call toll free 1-888-539-5706. For more details, go to [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) or write to Helen Zeldes, Esq., 249 S. Highway 101, #370, Solana Beach, CA 92075.

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

BRIAN F. GORDON, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

APPLE COMPUTER, INC., and DOES 1  
THRUUGH 50, inclusive,

Defendant.

Case No. 5:06-cv-05358-JW

CLASS ACTION

**EXHIBIT C**  
**SECOND POSTCARD NOTICE OF SETTLEMENT**





1                   **Apple Power Adapter Claim Form (PowerBook and iBook Power Adapters)**

2                   **(Including Instructions, Claim Form, Release and Declaration)**

3                                           **INSTRUCTIONS**

4                   **READ THESE INSTRUCTIONS CAREFULLY. IF YOU FAIL TO FOLLOW THESE**  
5                   **INSTRUCTIONS, YOU MAY LOSE CERTAIN BENEFITS TO WHICH YOU**  
6                   **MIGHT OTHERWISE BE ENTITLED.**

6                   **1. Summary of Key Provisions**

7                   The settlement provides for a cash payment if (1) you purchased an Apple PowerBook or  
8                   iBook computer (models listed in Exhibit 1), (2) the Apple-branded power adapter included  
9                   with or sold for your computer (referred to as “Adapter”) failed during the first three years  
10                  following the initial retail purchase of the computer, and (3) you replaced the Adapter at your  
11                  expense. The amount of the cash payment will vary depending on when your Adapter failed  
12                  and was replaced (and for failures during the first year, depending on the amount you actually  
13                  paid). Please refer to the full Notice for an explanation and chart of the cash payment  
14                  amounts.

11                  To receive a cash payment under the settlement, you must fill out and return the attached  
12                  Claim Form (“Claim Form”) postmarked on or before the dates explained in Part 5 below. If  
13                  you fail to return a valid Claim Form by the deadline, your claim will be rejected and you will  
14                  lose all rights to these benefits.

14                  Unless you request exclusion from the class as explained in the Class Notice, you will be  
15                  bound by the Settlement Agreement and Release and the Final Judgment even if you do not  
16                  return the Claim Form.

16                  If you have any questions while completing the Claim Form, please go to  
17                  [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple).

18                  **NOTE:** If you previously received or reviewed a notice relating to replacement power  
19                  adapters for certain Apple PowerBook and iBook computers, please review the computer  
20                  models covered by the settlement listed in Exhibit 1. Additional computers covered by the  
21                  settlement have been added since the previous notice. You may now be eligible to submit a  
22                  claim.

21                  If you have already submitted a claim in response to the prior notice, you do NOT need to do  
22                  so again.

22                  **2. Who Is Eligible to Make a Claim Under the Settlement**

23                  To qualify, you must be a United States resident who purchased in the United States an Apple  
24                  PowerBook or iBook computer listed on Exhibit 1 hereto for which the replacement power  
25                  adapter sold by Apple was the Apple Portable Power Adapter – 65W. For convenience, these  
26                  computers are referred to as the “Subject Computers.” In addition, the Adapter included with  
27                  or sold for the Subject Computer must have failed and you must have purchased an Apple-  
28                  branded 65W power adapter or third-party power adapter to replace it (referred to as  
29                  “Replacement Adapter”) at your own expense within the first three years following the initial  
30                  retail purchase of the Subject Computer. There is a limit of one cash payment per Subject  
31                  Computer.

1 **3. One Claim Per Subject Computer.**

2 If you purchased more than one Subject Computer, experienced an Adapter failure and paid  
3 for a Replacement Adapter for more than one Subject Computer, and you wish to make  
4 claims for multiple Subject Computers, you must fill out a separate Claim Form for each  
Subject Computer. You may print multiple copies of this claim form, or make photocopies, if  
5 necessary.

5 **4. How To Make A Claim**

6 To make a claim, complete and submit this Claim Form, along with the required  
7 documentation, in compliance with the instructions below. Send the original of the signed  
8 Claim Form and a copy of the required documentation to *Gordon v. Apple Computer Claims*  
Administrator, P.O. Box 6177, Novato, CA 94948-6177 . Please keep copies for your  
9 records.

9 **A. Proof of Purchase**

10 You must attach a Proof of Purchase of your Replacement Adapter to your Claim Form.  
11 Proof of Purchase means an invoice, receipt or other document (such as a credit card  
12 statement or cancelled check) evidencing that the product purchased was a Replacement  
13 Adapter, the name and address of the entity that sold you the Replacement Adapter, the date  
14 you purchased the Replacement Adapter, and the amount you paid for the Replacement  
15 Adapter (excluding tax and shipping/handling fees). If your Proof of Purchase does not  
16 specifically identify the purchase of an Apple Portable Power Adapter – 65W or isolate the  
amount you paid because you purchased other products in the same purchase, you *must* (1) fill  
out the section of the Claim Form declaring under penalty of perjury that the Proof of  
Purchase was for a Replacement Adapter, (2) fill out the section of the Claim Form that asks  
you to state the amount you paid for the Replacement Adapter (excluding tax and  
shipping/handling fees), and (3) circle or highlight the item on the invoice, receipt or other  
document that includes the Replacement Adapter.

17 **B. Claims for Failures During the First Year Following Purchase of the Subject  
18 Computer**

19 If your Adapter failed during the first year following the initial retail purchase of the Subject  
20 Computer, you must sign and attach to your Claim Form the enclosed Declaration Regarding  
First Year Adapter Failure, stating that you attempted to have the failed Adapter covered  
under warranty and that request was denied by Apple for a reason other than user abuse.

21 **5. Claims Deadlines**

22 Please note the following deadlines for postmarking your Claim Form and supporting  
23 documentation. If you purchased a Replacement Adapter as described herein on or before  
October 14, 2008, you must mail the claim form postmarked on or before February 11, **2009**.  
24 If you purchased a Replacement Adapter as described herein after October 14, 2008, you must  
25 mail the claim form postmarked on or before the *earlier* of **120 days after the date the**  
**Adapter failure occurred, or by May 31, 2009. If you fail to return your claim form by**  
**the required date, your claim will be rejected, and you will be deemed to have waived all**  
**rights to receive any benefits under this settlement.**

26 **Remember: To be valid, your Claim Form must be**  
27 **completely and accurately filled out, signed and dated, and**  
28 **must include all requested information, including Proof of**  
**Purchase and any required Declaration(s). If your Claim**

**Form is incomplete, untimely, illegible, or contains false information, it may be rejected by the Claims Administrator.**

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**CLAIM FORM**  
(Please Print or Type)

**A. REQUIRED INFORMATION FOR ALL CLAIMANTS**

**You must complete every part of this Section A (except that providing your e-mail address is optional). The information you provide will be treated as confidential. Any compensation that Apple provides in response to your claim will be issued to the name and street address you provide. Please print clearly in blue or black ink.**

Name (Full name required):                      (First)                      (Last) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

► Subject Computer Serial Number:

(Location of the serial number varies by computer model. Go to [www.rosenthalco.com/gordonvapple](http://www.rosenthalco.com/gordonvapple) to determine the location of the serial number on your model.)

► Date Of Initial Retail Purchase of Your Subject Computer: \_\_\_\_\_, 200\_

► Date Adapter Failed: \_\_\_\_\_, 200\_

► Date Replacement Adapter Purchased (if not shown on proof of purchase: \_\_\_\_\_, 200\_

► Entity From Whom Replacement Adapter Purchased (if not shown on Proof of Purchase): \_\_\_\_\_

► Amount Paid for Replacement Adapter, excluding tax and shipping/handling fees (if not shown on Proof of Purchase): \$ \_\_\_\_\_



1                   **Adapter as described herein on or before October 14, 2008, you must mail**  
2                   **the claim form postmarked on or before February 11, 2009.**

- 3                   •       **If you purchased a Replacement Adapter as described herein after**  
4                   **October 14, 2008, you must mail the claim form postmarked on or before**  
5                   **the *earlier* of 120 days after the date the Adapter failure occurred, or by**  
6                   **May 31, 2009.**

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**RELEASE**

If the Court approves the proposed settlement, it will enter a Judgment that will dismiss the Action on the merits and with prejudice as to all Settlement Class Members. All Class Members who do not validly and timely request to be excluded from the proposed settlement will be forever barred from prosecuting their own lawsuits and shall be deemed, on behalf of themselves and their heirs, assigns, and successors, to have fully released and forever discharged the “Released Persons” (as defined below) from all “Released Claims” (as defined below).

“Released Persons” shall mean Apple, and, whether or not specifically named herein, each of its past or present directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, related companies and divisions, and each of their predecessors, successors, heirs, and assigns.

“Released Claims” shall mean any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys’ fees, losses, expenses, obligations or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, that were or could have been alleged or asserted against any of the Released Persons in the Litigation regarding the Adapters or that relate to the claims regarding the Adapters set forth in the Complaint filed in the Litigation, including any claims that the Adapters are defective in that they dangerously fray, spark or prematurely fail to work, and any alleged misrepresentations or failures to disclose with respect to the Adapters (“Released Claims”). Personal injury and property damage claims (other than damage to the Adapter itself, including the cords that come with the Adapter) are excluded from the release.

By operation of the Final Judgment, all Settlement Class Members shall be deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code or any comparable statutory or common law provision of any other jurisdiction with respect to the Released Claims. Section 1542 reads as follows:

Certain Claims Not Affected By General Release: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

Although the releases granted under the Agreement are not general releases, the Settlement Class Members nonetheless acknowledge that they are waiving the protections of § 1542 and of any comparable statutory or common law provision of any other jurisdiction.

1                   **DECLARATION REGARDING FIRST YEAR ADAPTER FAILURE**

2  
3 If your Adapter failed during the first year following the initial retail purchase of the Subject  
4 Computer, you must check the appropriate boxes and fill out and sign the following  
5 declaration:

6  My Adapter failed during the first year following the initial retail purchase of the  
7 Subject Computer identified above.

8  I attempted to have the failed Adapter covered under warranty and my claim was  
9 denied.

10       ▶ State who you contacted — e.g., called Apple directly, went to Apple retail store  
11 (state location), or went to Apple authorized service provider (state name of service  
12 provider):

13 \_\_\_\_\_

14       ▶ Date contact was made (if you are unsure of the exact date, you may approximate):  
15 \_\_\_\_\_, 200\_

16       ▶ Provide a brief explanation of what happened and why your claim was denied:

17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_

20  My claim was not denied for user abuse and my Adapter had not suffered user abuse  
21 at the time I made my claim.

22  I purchased a Replacement Adapter at my own expense.

23                   **CERTIFICATION UNDER PENALTY OF PERJURY**

24 I hereby affirm and declare under penalty of perjury that the information provided herein is  
25 true and accurate to the best of my knowledge.

26 \_\_\_\_\_  
**SIGNED**

26 \_\_\_\_\_  
**DATED**