

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

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

- The settlement will provide a cash payment if you purchased an Apple PowerBook or iBook computer (certain models), the power adapter failed within the first three years following the initial retail purchase of the computer, and you purchased a replacement adapter. The amount of the cash payment will vary; see the chart on page 4 for payment amounts.
- To qualify, you must be a United States resident who purchased in the United States an Apple 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. For convenience, these computers are referred to as the “Subject Computers.” In addition, the adapter included with or sold for the Subject Computer (referred to as “Adapter”) must have failed and you must have purchased an Apple-branded 65W power adapter or third-party power adapter to replace it (referred to as “Replacement Adapter”) at your own expense within the first three years following the initial retail purchase of the Subject Computer.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.
- If you previously received or reviewed a notice relating to replacement power adapters for certain Apple PowerBook and iBook computers, please do not disregard this notice. Additional computers covered by the settlement have been added since the previous notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment.
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.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

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

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## BASIC INFORMATION

### 1. Why did I get this notice package?

You may be a United States resident who purchased for your own use and not for resale an Apple 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.

The Court ordered this notice to be sent to you because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides 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.

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

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

### 2. Why is there a second notice package?

If you previously received or reviewed a notice package relating to replacement power adapters 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. Consult Exhibit 1 hereto to review the complete list of Subject Computers and to determine whether your computer is now included in the settlement.

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.

### 3. What is this lawsuit about?

The lawsuit claimed that the Adapter sold with the Subject Computers is defective in that it “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 defenses. The settlement is not an admission of wrongdoing.

### 4. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Brian Gordon), 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 themselves from the Class. United States District Court Judge James Ware is in charge of this class action.

### 5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a 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 Members.

## WHO IS IN THE SETTLEMENT

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

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

Judge Ware has decided that everyone who fits this description is a Class Member: *All United 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.*

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

### 7. Are there exceptions to being included?

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

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

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

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

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

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

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

Apple has agreed to provide a cash payment to Class Members who purchased a Replacement Adapter for a Subject Computer covered by the settlement and who send in a valid Claim Form. 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.

To qualify for a cash payment if the Adapter failed within the first year following the initial retail 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 your Adapter failed during the first year following the initial retail purchase of the Subject 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.

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

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

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

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

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

**HOW YOU GET A CASH PAYMENT—SUBMITTING A CLAIM FORM**

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

To qualify for a cash payment, you must send in a Claim Form. A Claim Form, including instructions on how to make a claim, is available with 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.

You must read the instructions carefully, fill out the form as directed in the instructions, include 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 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.** **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.**

Follow all the instructions for the Claim Form.

**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.

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

The Court will hold a hearing on December 15, 2008 at 9:00 a.m., to decide whether to approve the 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.

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

Unless you exclude yourself, you stay in the Class, and that means that you can't sue, continue to 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, you will agree to a "Release of Claims," included with the Claim Form, which describes exactly the legal claims that you are giving up.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a payment from this settlement, but you want to keep the right to sue or 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 Settlement Class.

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

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Gordon v. Apple Computer, Inc.*, Case No. 5:06-cv-05358-JW. Be sure to include your name, 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:

Ronald J. Aranoff  
Bernstein Liebhard & Lifshitz, LLP  
10 East 40th Street – 22nd Floor  
New York, NY 10016

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

**NOTE:** If you have already submitted an exclusion request 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.

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

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

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

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

**THE LAWYERS REPRESENTING YOU**

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

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

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

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

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court for the Northern District of California San Jose Division, 280 South 1st Street San Jose, CA 95113	Ronald J. Aranoff Bernstein Liebhard & Lifshitz, LLP 10 East 40th Street – 22nd Floor New York, NY 10016	Penelope A. Preovolos Morrison & Foerster LLP 425 Market Street San Francisco, CA 94105-2482

**NOTE:** If you have already submitted an 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.

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

Objecting is simply telling the Court that you don’t like something about the settlement. You can 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.

### THE COURT’S FAIRNESS HEARING

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

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

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

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

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

## 25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear” in “*Gordon v. Apple Computer, Inc.*, Case No. 5:06-cv-05358-JW.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received by the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question 21, no later than **December 1, 2008**. You cannot speak at the hearing if you excluded yourself.

**NOTE:** If you have already submitted a Notice of Intention to Appear 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.

### IF YOU DO NOTHING

## 26. What happens if I do nothing at all?

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

### GETTING MORE INFORMATION

## 27. Are there more details about the settlement?

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

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

## 28. How do I get more information?

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: October 1, 2008.