

EXHIBIT I

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

RECEIVED

JAN 10 2012

Penelope A. Prevolos

IN RE: MAGSAFE APPLE
POWER ADAPTER LITIGATION

Case No. C09-01911-JW

MORGAN BARTON'S
OBJECTION TO THE PROPOSED
SETTLEMENT AND NOTICE OF
INTENT TO APPEAR AND BE
HEARD EITHER IN PERSON OR
BY TELEPHONE.

TO THE HONORABLE DISTRICT JUDGE:

1. Morgan Barton ("Objector") objects to the proposed settlement in *In re MagSafe Apple Power Adapter Litigation*, Case Number C09-01911-JW, U.S. District Court, Northern District of California, San Francisco Division.

2. I intend to appear at the Fairness Shearing through counsel either in person or by telephone and request to speak concerning my objections to this settlement and otherwise participated in the Fairness Shearing.

Objector is a class member

3. Objector declares that she is a class member. She received by United States mail a notice of this settlement entitled "Notice of Apple Adapter Settlement For Certain MacBook and MacBook Pro Computers and For Standalone 60W or 85W MagSafe Power Adapters," claim No. MPA-10520675101. I have attached a copy of my notice.

1 **Proposed Settlement Attempts to Place Unlawful Restrictions on Objectors**

2 4. I object to paragraph 20 of the Proposed Settlement which attempts to
3 place unlawful requirements on objectors—contrary to Supreme Court authority. In
4 *Devlin v. Scardelletti*, (2002) 536 U.S. 1, the Court held that objectors who appear at the
5 fairness shearing have the right to appeal approval of a proposed settlement. The *Devlin*
6 Court did not expand that requirement of appearing at the shearing to include other
7 requirements such as listing how many times I have objected to other class action
8 settlements.
9

10
11 Nonetheless, and contrary to *Devlin*, the Settling Parties' presumably in
12 settlement agreement (and the Notice they wrote) purports to require objectors to list all
13 times they have objected to a settlement on more than three occasions.

14 This purported requirement in the Settling Parties' agreement is, it is submitted,
15 unlawful.
16

17 I no longer have the adapter but from the Post Card I received it is obvious that I
18 am in the data base as a purchaser of covered products. Only if someone is not in the
19 Defendant's data base is it proper to ask for additional documentations; such as Model
20 Number.
21

22 It is respectfully submitted that a settlement agreement containing unlawful terms
23 and founded on a misleading notice to class members may not be properly approved.

24 **Objection to Class Notice**

25 5. The notice I received does not meet the requirements of
26 Fed.R.Civ.P.23(c)(2) because the notice given was not the best notice practicable under
27 the circumstances and specifically the content of the notice is inadequate While it is true
28

1 that Fed.R.Civ.P.23 does not require the parties to exhaust every conceivable method of
2 identifying the individual class members, the Rule does require that class members are
3 entitled individual notice if possible and at a minimum the best notice possible under the
4 circumstances. Even the longer notice posted on the settlement website is insufficient.
5

6 The notice fails to even attempt to estimate the size of the class, how many class
7 members can expect to receive any compensation and the economic value to the class.

8 The notice is further defective in that important documents are not posted on the
9 settlement website, such as the complaint, settlement agreement and preliminary approval
10 order.
11

12 This lack of information makes it difficult to assess whether or not the settlement
13 actually benefits the class or is rather just a method to generate legal fees.

14 While the necessary information may come to the Court's attention class members
15 deserve to have sufficient information to make an informed decision and because the
16 notice and settlement website lack sufficient information. The scheduled Fairness Hearing
17 should be delayed and relevant Court documents posted on the settlement website.
18

19 **Objections to Class Representatives and Incentive Awards**

20
21 6. The guiding principles in selecting class representatives are: "The class
22 must have a "conscientious representative Plaintiff" (Rand v. Monsanto, 926 F.2d 596,
23 599 (7th Cir. 1991)) and . . . class representative must ". . .fairly and adequately protect
24 the interest of the class." (Rule 23(a)(4).

25 A conflict of interest must not exist between the named Plaintiffs and the class.
26 Meridith v. Mid-Atlantic, 129 F.R.D. 130, 133.
27
28

1 If in advancing their own interests, the named Plaintiffs had also advanced the
2 interests of the class, their burden would have been met. Unfortunately, they did not --
3 they have advanced their own interests and class counsel's interest but little else.

4 A settlement has been reached, but the information given to class members is deficient
5 and the class representatives have failed in their obligation to adequately represent absent
6 class members.
7

8 It has long been the law that an absent class member will not be bound to a
9 judgment wherein she was not adequately represented. *Hornsberry v. Lee*, 311 U.S. 32
10 (1940). Because of serious lack of information the notice plan is insufficient.
11

12 The purpose award of \$5000 to each named party is excessive considering the
13 lack of benefit to most class members.

14 **Objection to Attorney Fees**

15 Objector objects to the request for fees to Class Counsel because the notice and
16 settlement website do not provide enough information to determine the value to the class.
17

18 However, objector expressly objects to an award of attorneys fees that exceeds
19 1/4 of the value to class members. Additionally counsel's request for fees should be cross
20 checked by using the lodestar method.
21

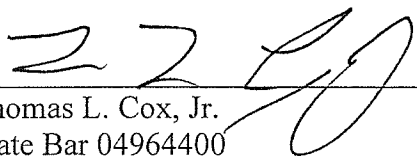
22 **Objector Incorporates any Proper Objections Filed by Other Objectors Herein.**

23 Objector specifically adopts all other proper objections filed by other parties in
24 this cause.
25
26
27
28

RELIEF REQUESTED

Therefore, Objector prays that the Court deny the proposed settlement, deny certification of the settlement class, deny the requested fees to Class Counsel and grant Objector such other and further relief to which Objector may be entitled.

Respectfully submitted,


Thomas L. Cox, Jr.
State Bar 04964400
4934 Tremont
Dallas, Texas 75214
(469) 531-3313
(214) 855-7878 (Fax)
tcox009@yahoo.com

ATTORNEY FOR OBJECTOR
MORGAN BARTON

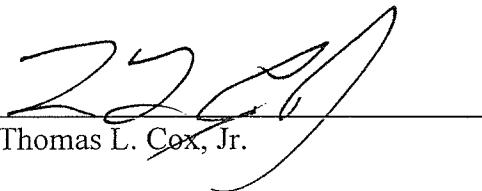
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing document has been served upon the following by U.S. Mail on the 5th day of January, 2012.

Clerk of the Court
United States District Court
Northern District of California, San Francisco Division
450 Golden Gate Avenue
San Francisco, CA 94101

Sshelen I. Zeldes
Zeldes & Haeggquist, LLP
625 Broadway, Suite 906
San Diego, CA 92101

Penelope A. Prevolos
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482


Thomas L. Cox, Jr.

Notice of
Apple Adapter Settlement
For Certain MacBook
and MacBook Pro
Computers and
For Standalone
60W or 85W MagSafe
Power Adapters

MPA

MagSafe Power Adapter
Claims Administrator
c/o Kurtzman Carson Consultants LLC
P.O. Box 43042
Providence, RI 02940-3042

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
CHANHASSEN, MN
PERMIT NO. 2395

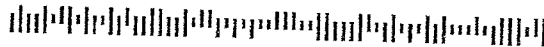


Postal Service: Please do not mark barcode

Claim # MPA-10520675101 36422

*****AUTO**5-DIGIT 75219
MORGAN BARTON
4224 LOMO ALTO CT
DALLAS TX 75219-1537

698
662
165262



Attention: The settlement will provide a cash payment if you are the original owner of certain Apple MacBook or MacBook Pro computer models ("Subject Computer") or separately purchased an Apple 60W or 85W MagSafe MPM-1 ("T") Power Adapter ("Adapter"), your Adapter showed signs of Strain Relief Damage, and you purchased an Adapter as a replacement ("Replacement Adapter") within three years of purchasing the Subject Computer or Adapter. You may also be able to obtain a Replacement Adapter at no charge from Apple if your Adapter shows signs of Strain Relief Damage in the future. The United States District Court for the Northern District of California authorized this Notice.

To learn more about the settlement (including whether your computer is covered by the settlement), make a claim or exclude yourself from the settlement, call 1-888-332-0277 or go to www.AdapterSettlement.com.

The Settlement: The settlement will provide a cash payment if you are the original owner (by purchase or gift) of certain Apple MacBook or MacBook Pro computers ("Subject Computer") or separately purchased an Apple 60W or 85W MagSafe MPM-1 ("T") Power Adapter ("Adapter"), the Adapter showed signs of Strain Relief Damage, and you purchased a Replacement Adapter at your own expense within the first three years following the initial purchase of the Subject Computer or Adapter. If the Court approves the settlement, you may be entitled to a cash payment in the following amounts depending on whether you purchased your Replacement Adapter during the first, second or third year following the initial retail purchase of the Subject Computer or Adapter: (a) first year, the actual amount you paid (excluding taxes and shipping/handling fees) up to a maximum of \$79; (b) second year \$50; (c) third year \$35. There is a limit of three refunds per Subject Computer. You may also be able to obtain a Replacement Adapter at no charge from Apple if your Adapter shows signs of Strain Relief Damage now or in the future.

Your Rights: If you qualify, you may send in a Claim Form to ask for payment, or you can exclude yourself from the settlement or object to the settlement. To claim a cash payment, you must mail the Claim Form postmarked on or before March 21, 2012. To claim a Replacement Adapter, you must contact Apple within three years from the date you purchased a Subject Computer or standalone Adapter, or May 21, 2012, whichever is later. If you don't want a payment and you don't want to be legally bound by the settlement, your opt-out request must be postmarked by January 6, 2012. If you stay in the Class, any objection you have to the settlement must be received by January 6, 2012. Call 1-888-332-0277 or go to www.AdapterSettlement.com to get the information you need to make a claim, exclude yourself or object. The Court will hold a hearing in this case (*In re Magsafe Apple Power Adapter Litigation*, Case No. C09-01911-JW) on February 27, 2012, at 9:00 a.m. to consider whether to approve (1) the settlement and (2) attorneys' fees and expenses of up to \$3.1 million and a service award to each named plaintiff of \$5,000. You may appear at the hearing, but you don't have to. To obtain a full Notice and Claim Form, go to www.AdapterSettlement.com or call toll free 1-888-332-0277. For more details, go to www.AdapterSettlement.com or write to Helen Zeldes, Esq., Zeldes & Haeggquist, LLP, 625 Broadway, Suite 906, San Diego, CA 92101, (619) 342-8000.