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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

CHRISTOPHER PARKER, ED SHAPIRO,	)	Case No.: RG15781276
STEVEN CHERNUS, and JAMES	)	
ANDERSON, individually and on Behalf of	)	Assigned for All Purposes to:
All Others Similarly Situated,	)	Judge: Hon. Brad Seligman
	)	Department: 23
Plaintiffs,	)	
	)	
v.	)	<b>JOINT STIPULATION OF CLASS</b>
	)	<b>ACTION SETTLEMENT</b>
LOGITECH, INC., and DOES 1-10,	)	
	)	
Defendants.	)	

1 This Joint Stipulation of Class Action Settlement (“Stipulation” or “Settlement”) is  
2 entered into by Plaintiffs Christopher Parker, Ed Shapiro, Steven Chernus, and James Anderson  
3 on behalf of themselves and other putative class members similarly situated in all 50 states of the  
4 United States of America (“Plaintiffs”) on the one hand, and Defendant Logitech Inc.  
5 (“Logitech”) on the other hand. Plaintiffs and Logitech are collectively referred to as the  
6 “Parties”.

7 **1. THE CONDITIONAL NATURE OF THIS STIPULATION**

8 This Stipulation and all associated exhibits or attachments are made for the sole purpose  
9 of settling the Combined Litigation as defined herein. This Stipulation and the Settlement it  
10 evidences are made in compromise of disputed claims. Because the Parker Action, the Shapiro  
11 Action, and the Anderson Action were pleaded as class actions, this Settlement must receive  
12 preliminary and final approval by the Court. Accordingly, the Parties enter into this Stipulation  
13 and associated Settlement on a conditional basis. If the Court does not approve the settlement  
14 and enter the Judgment, or if the proposed Judgment does not become a Final Judgment for any  
15 reason, and/or if the Effective Date does not occur, this Stipulation shall be deemed null and void  
16 *ab initio*; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any  
17 purpose whatsoever; and the negotiation, terms and entry of the Stipulation shall remain subject  
18 to the provisions of California Evidence Code sections 1119 and 1152, and any other analogous  
19 rules of evidence that are applicable.

20 1.1 Logitech denies all claims as to liability, damages, penalties, interest, fees,  
21 restitution, injunctive relief and all other forms of relief as well as the class and representative  
22 allegations asserted in the Parker Action, the Shapiro Action, and the Anderson Action, as  
23 defined below. Logitech has agreed to resolve the referenced Actions via this Stipulation, but to  
24 the extent this Stipulation is deemed void or the Effective Date does not occur, Logitech does not  
25 waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the  
26 referenced Actions upon all procedural, merit, and factual grounds, including, without limitation,  
27 the ability to challenge class treatment on any grounds, as well as assert any and all other  
28 privileges and potential defenses. Plaintiffs agree not to argue or present any argument, and

1 hereby waive any argument, that based on this Stipulation, Logitech cannot contest class  
2 certification on any grounds whatsoever, or assert any and all other privileges or potential  
3 defenses if Combined Litigation were to proceed.

## 4 **2. DEFINITIONS**

5 The following terms, when used in this Stipulation of Settlement, shall have the  
6 following meanings:

7 2.1 “Parker Action” means the lawsuit identified as *Christopher Parker,*  
8 *individually and on behalf of all others similarly situated v. Logitech, Inc. and Does 1 - 10,*  
9 *venued in the Superior Court of the State of California for the County of Alameda, designated as*  
10 *Case No. RG15781276.*

11 2.2 “Shapiro Action” means the lawsuit identified as *Ed Shapiro, individually and on*  
12 *behalf of all others similarly situated v. Logitech, Inc.,* *venued in the United States District Court*  
13 *for the District of New Jersey, designated as Case No. 3:17-cv-00673-FLW-TJB.*

14 2.3 “Anderson Action” means the lawsuit identified as *James Anderson, on behalf of*  
15 *himself and all others similarly situated v. Logitech, Inc.,* *venued in the United States District*  
16 *Court for the Northern District of Illinois, designated as Case No. 1:17-cv-6104.*

17 2.4 “Combined Litigation” means the Parker Action, the Shapiro Action, and the  
18 Anderson Action collectively.

19 2.5 “Claim Form” means the Court approved Claim Form that will be available online  
20 and in paper format for Class Members to seek Settlement Payments.

21 2.6 “Class” means all individuals in the United States of America who purchased the  
22 Alert Systems products of Logitech since August 10, 2011, as described in the operative  
23 Complaints of the Parker Action, the Shapiro Action, and the Anderson Action during the time  
24 periods described in those operative Complaints.

25 2.7 “Class Counsel” means Matthew B. George and Laurence D. King of Kaplan, Fox  
26 & Kilsheimer LLP, located in Oakland, California.

27 2.8 “Class Member” means any individual who is a member of the Class who has not  
28 submitted a timely and valid Opt-Out Request to the Settlement Administrator.

1           2.9     “Class Member Released Claims,” as to each Participating Claimant, shall mean  
2 any and all known and unknown claims, rights, demands, liabilities, and causes of action arising  
3 from and/or related to, the same set of operative facts as alleged or could have been alleged  
4 against Releases in the operative Complaints of the Combined Litigation, including, but not  
5 limited to, all claims related to or based on the Class Member’s purchase of any product that was  
6 in any way related to the Alert System products or accessories of Logitech and any related tort,  
7 contract, and punitive damages claims, and claims for interest, attorneys’ fees, litigation and  
8 other costs, expenses, restitution, and equitable and declaratory relief.

9           2.10    “Class Notice” shall mean the document attached hereto as Exhibit A.

10          2.11    “Class Representatives” means Plaintiffs Christopher Parker, Ed Shapiro, Steven  
11 Chernus, and James Anderson.

12          2.12    “Class Representatives’ Released Claims” mean any and all claims, obligations,  
13 demands, actions, rights, causes of action, and liabilities against the Releasees, of whatever kind  
14 and nature, character, and description, whether in law or equity, whether sounding in tort,  
15 contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other  
16 source of law or contract, whether known or unknown, and whether anticipated or unanticipated,  
17 including all unknown claims covered by California Civil Code section 1542, as quoted in  
18 Section 5.7.3 below, that could be or are asserted in the operative Complaints of the Combined  
19 Litigation, including, but not limited to, all claims related to or based on the Class  
20 Representatives’ purchase of any product that was in any way related to the Alert System  
21 products of Logitech and any related tort, contract, and punitive damages claims, and claims for  
22 interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and  
23 declaratory relief.

24          2.13    “Court” shall mean the Superior Court of the State of California for the County of  
25 Alameda.

26          2.14    “Database” means an electronic list of Class Member possessed by Logitech,  
27 including each person’s name, last known address, telephone number, and e-mail address.  
28

1           2.15   “Effective Date” means the date on which the Judgment becomes a Final  
2 Judgment.

3           2.16   “Logitech’s Counsel” means Wilson, Elser, Moskowitz, Edelman & Dicker LLP,  
4 located in Los Angeles, California.

5           2.17   “Final Approval Date” means the date on which the Court enters the Judgment.

6           2.18   “Final Approval Hearing” means a hearing set by the Court, for the purpose of (i)  
7 determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated  
8 Settlement under class action principles; (ii) determining the amount of the award of attorneys’  
9 fees and costs to Class Counsel; (iii) determining the amount of the Service Payment to the Class  
10 Representatives; and (iv) entering the Judgment.

11          2.19   “Final Judgment” means the latest of the following dates: (i) if no Class Member  
12 presents an objection to the Settlement, then the date the Court enters an order approving the  
13 Settlement and entering a Judgment; (ii) if a Class Member presents an objection to the  
14 Settlement, then the date immediately after the applicable date for seeking appellate review of  
15 the Court’s order of final approval of the Settlement has expired, if no appeal or request for  
16 review is filed; and (iii) if an appeal or request for review is filed, the date of the final resolution  
17 of that appeal or request for review (including any requests for rehearing and/or petitions for  
18 review) resulting in the final judicial approval of the Settlement. Notwithstanding the foregoing,  
19 any proceeding, order, or appeal pertaining solely to the award of attorneys’ fees or costs or the  
20 Service Payment shall not by itself in any way delay or preclude the Judgment from becoming a  
21 Final Judgment.

22          2.20   “Judgment” means the judgment and order of final approval to be executed and  
23 filed by the Court pursuant to this Stipulation following the Final Approval Hearing.

24          2.21   “Maximum Settlement Amount” means the amount paid by Logitech shall not  
25 exceed Eight Hundred Fifty Thousand U.S. Dollars (\$850,000 USD), in full satisfaction of all  
26 Class Member Released Claims and Class Representatives’ Released Claims arising from the  
27 Action.

28

1           2.22   “Opt-Out Period Deadline” shall be the date sixty (60) days after the Class Notice  
2 is initially mailed to the Class Members by the Settlement Administrator.

3           2.23   “Opt-Out Request” means a signed written request to be excluded from the  
4 Settlement.

5           2.24   “Preliminary Approval Date” means the date the Court enters the Preliminary  
6 Approval Order.

7           2.25   “Preliminary Approval Order” means an order of the Court preliminarily  
8 approving the Stipulation and the exhibits thereto, and providing for notice to the Class, an  
9 opportunity to opt out of the Class, an opportunity to submit timely objections to the settlement,  
10 and setting a hearing on the final fairness of the terms of settlement, including approval of the  
11 Service Payment and attorneys’ fees and costs.

12           2.26   “Participating Claimant” or “Settlement Class Member” means any Class  
13 Member who has not timely returned an Opt-Out Request to the Settlement Administrator.

14           2.27   “Qualified Settlement Fund” means a qualified settlement fund under Section  
15 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose  
16 of administering this Settlement.

17           2.28   “Releasees” mean Logitech Inc. (“Logitech”) and each of its past, present and/or  
18 future, officers, directors, owners, managers, employees, agents, representatives, attorneys,  
19 insurers, investors, shareholders, administrators, parent companies, subsidiaries, related or  
20 affiliated entities, divisions, predecessors, successors, and/or assigns, in their personal,  
21 individual, official, and/or corporate capacities, and all persons or companies acting under, by,  
22 through, under common control, or concert with any of them.

23           2.29   “Service Payment” means the amount approved by the Court to be paid to the  
24 Class Representatives in recognition of the Class Representatives’ efforts in coming forward as  
25 Class Representatives and participating in the Combined Litigation, including any and all of the  
26 work performed and risks they took in bringing the case and creating a class fund.

27  
28

2.30 “Settlement Administration Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Stipulation.

2.31 “Settlement Administrator” means Angeion Group based at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

2.32 “Settlement Payment” means the amount due each Participating Claimant under the terms of this Stipulation as calculated in Section 5.6.1.

2.33 “Settlement Participation Request” means a notice form returned to the Settlement Administrator by a Participating Claimant dated and signed by them (by hand or electronically) and setting forth their request to receive a Settlement Payment and the address to which the Settlement Payment is to be mailed by the Settlement Administrator.

2.34 “Settlement Pool” is the portion of the Maximum Settlement Amount available for distribution to Participating Claimants. It equals the Maximum Settlement Amount less court-approved payments for attorneys’ fees and costs, Settlement Administration Costs, and the Service Payment to the Class Representatives.

2.35 “Stipulation” or “Settlement” shall mean this Joint Stipulation of Class Action Settlement, signed by the Parties and counsel for all of the Parties.

### **3. DESCRIPTION OF THE LITIGATION**

3.1 Beginning in August 2010, Logitech Inc. (“Logitech”) began to market and sell high definition digital video home surveillance systems (“Alert Systems”) to consumers throughout the United States. Logitech’s Alert System was comprised of four main components: (1) a master camera that could either be intended for indoor or outdoor use; (2) up to six additional cameras that could be linked with the master camera; (3) software that could be installed on purchaser’s computers and other devices using Windows or Apple operating systems; and (4) an optional subscription service called the “Web and Mobile Commander” that was intended to utilize additional product features such as searching and viewing recorded video on the customers’ smartphones so customers could immediately see the video footage that might have triggered an alert.

1           However, some customers alleged that the Alert Systems were defective because the  
2 cameras experienced a high-rate of failure and the“powerful” software needed to run the Alert  
3 Systems was rife with bugs and glitches that made the systems unreliable and inoperable, thus  
4 leaving customers unprotected and at an increased safety risk. When the Alert Systems failed,  
5 customers alleged that Logitech refused to honor its warranties to remedy the alleged defects by  
6 failing to provide non-defective replacements or refunds. Logitech vehemently denies that the  
7 Alert Systems products were defective or that they failed to honor their warranty obligations.

8           Eventually, three purported class actions were brought, the Parker Action (venued in  
9 California state court), the Anderson Action (venued in federal court in Illinois) and the Shapiro  
10 Action (venued in federal court in New Jersey). In the Combined Litigation, the class  
11 representatives sought to certify classes in California, Illinois, New Jersey, and nationwide.  
12 Logitech has denied the allegations of wrongdoing alleged against it in the Combined Litigation  
13 and denies that any class should be certified.

14           3.2     Substantial discovery has occurred in the Combined litigation, including written  
15 discovery and depositions. The Class representative in the Parker Action filed a motion for class  
16 certification, which motion was denied, and that denial was upheld on appeal. Substantial law  
17 and motion activity has also taken place in the Anderson Action and the Shapiro Action, which  
18 resulted in a narrowing of the claims allowed to proceed in those two actions.

19           3.3     The Parties have also participated in multiple mediations with retired Judges Peter  
20 Lichtman and Marc Marmaro through JAMS and Signature ADR in Los Angeles, California, and  
21 subsequent settlement negotiations.

22           3.3     As a result of the foregoing activities, the Parties have now reached a tentative  
23 settlement, subject to court approval. At all times, the Parties’ settlement negotiations have been  
24 non-collusive, adversarial, and at arm’s length.

#### 25           **4.     POSITION OF THE PARTIES**

26           4.1     As set forth in the operative Complaints in the Parker Action, the Anderson  
27 Action, and the Shapiro Action, Plaintiff contends that Alert Systems sold by Logitech to the  
28 Class Representatives and other similarly situated were defective in multiple ways, that Logitech

1 concealed those alleged defects, that Logitech made misrepresentations in its advertising  
2 concerning the Alert Systems, and that Logitech failed to comply with its warranty obligations.

3 4.2 Logitech denies any liability or wrongdoing of any kind associated with the  
4 claims alleged in the Combined Litigation and contends that no class should be certified.  
5 Logitech also contends that it complied with all state and federal laws governing the marketing,  
6 sale, servicing and warranties of the products that made up the Alert Systems.

7 4.3 Each Party does not agree with the other Party's contentions, but took them into  
8 account in assessing the risks and expense of continued litigation and the benefits of reaching a  
9 settlement.

10 4.4 The Parties agree that the above-described activities, discovery and evaluations  
11 are sufficient to assess the merits of the Parties' positions and to compromise the claims on a fair  
12 and equitable basis. Based on their own independent investigations and evaluations, Class  
13 Counsel is of the opinion that the Settlement with Logitech for consideration and under the terms  
14 set forth below, considering the strengths and weaknesses of the claims on the merits and with  
15 regard to the potential for class certification, is fair, reasonable, and adequate in light of all  
16 known facts and circumstances, and is in the best interest of the Class.

17 4.5 Class Counsel has also weighed the monetary benefit under the Settlement to the  
18 Class against the expenses and length of continued proceedings that would be necessary to  
19 prosecute the Combined Litigation against Logitech through class certification, trial, and  
20 possible appeals. Class Counsel has also taken into account the uncertain outcome and risk of  
21 any litigation, especially in complex actions such as class actions, as well as the difficulties and  
22 delay inherent in such litigation. Therefore, Class Counsel has determined that the Settlement set  
23 forth in this Stipulation is in the best interests of the Class.

## 24 **5. OPERATIVE TERMS OF SETTLEMENT**

25 The Parties agree as follows:

### 26 **5.1 Class Certification for Settlement Purposes**

27 5.1.1 The Parties stipulate, for settlement purposes only, to the conditional certification  
28 by the Court of a nationwide Class, as defined above.

1           5.1.2 If, for any reason, the Court does not approve this Stipulation, fails to enter the  
2 Judgment, or the Judgment does not become a Final Judgment, or if this Stipulation is terminated  
3 for any other reason, the certification of the Class will be null and void, and Logitech shall retain  
4 the right to dispute the appropriateness of class certification. This Stipulation shall not be  
5 construed as an admission that Plaintiff could meet class action requirements if the issue was  
6 litigated.

7           5.2     Maximum Settlement Amount

8           5.2.1 Logitech shall pay an amount not to exceed Eight Hundred Fifty Thousand U.S.  
9 Dollars (\$850,000 USD), the Maximum Settlement Amount, to resolve the Combined Litigation  
10 on a class-wide basis, as described more fully below in full satisfaction of all Class Member  
11 Released Claims and Class Representative Released Claims arising from or related to the  
12 Combined Litigation. The Class Settlement Amount has been agreed to by the Class  
13 Representatives and Logitech based on the aggregation of the agreed upon settlement value of  
14 individual Class Members' claims. In no event will Logitech be liable for more than the  
15 Maximum Settlement Amount. The Maximum Settlement Amount includes the Settlement  
16 Administration Costs estimated at approximately \$40,000, costs of litigation not to exceed Two  
17 Hundred Seventy Thousand U.S. Dollars (\$270,000 USD), reasonable attorneys' fees and costs  
18 as awarded by the Court for Class Counsel up to One Hundred Thousand U.S. Dollars (\$100,000  
19 USD) of the Maximum Settlement Amount should the Settlement Payments not exceed Four  
20 Hundred Twenty Five Thousand U.S. Dollars (\$425,000 USD), and the Service Payment to the  
21 Class Representatives awarded by the Court (not to exceed a total of Seven Thousand Five  
22 Hundred U.S. Dollars (\$7,500 USD).

23           5.3     Service Payment to Class Representatives

24           5.3.1 The Service Payment to the Class Representatives will, subject to Court approval,  
25 be paid by Logitech in an amount not to exceed a total of Seven Thousand Five Hundred U.S.  
26 Dollars (\$7,500 USD) for service and assistance to the Class. Logitech will not oppose the Class  
27 Representatives' request for a Service Payment of Seven Thousand Five Hundred U.S. Dollars  
28 (\$7,500 USD). The Service Payment to the Class Representatives will be in addition to their

1 Settlement Payment, and will be distributed as Three Thousand Seven Hundred Fifty U.S.  
2 Dollars (\$3,750 USD) to Plaintiff Parker and One Thousand Two Hundred Fifty U.S. Dollars  
3 (\$1,250 USD) to Plaintiffs Shapiro, Chernus, and Anderson each.

4 5.3.2 Because the Service Payment represents payment to the Class Representatives for  
5 service to the Class Members, taxes will not be withheld from the Service Payment. The  
6 Settlement Administrator will report the Service Payment on a Form 1099, and any other  
7 required tax forms, and will provide them to the Class Representatives and to the pertinent taxing  
8 authorities as required by law. The Service Payment shall be completed by ACH transfer no later  
9 than sixty (60) calendar days following the last to be completed of all of the following two (2)  
10 events: (i) the Effective Date of this Agreement, and (ii) an Internal Revenue Service W-9 form  
11 for each Class Representative has been executed and provided to Logitech's counsel. The Class  
12 Representatives assume full responsibility for paying all taxes, federal and state, if any, due as a  
13 result of the Service Payment and agree to indemnify Logitech for any such taxes owed by them.  
14 Any amount of the requested Service Payment that is not awarded by the Court shall be added to  
15 the Settlement Pool.

16 5.4 Attorneys' Fees and Costs

17 5.4.1 Class Counsel shall apply to the Court for an award of reasonable litigation costs  
18 not to exceed Two Hundred Seventy Thousand U.S. Dollars (\$270,000 USD). Additionally,  
19 should the Settlement Payments not exceed Four Hundred Twenty Five Thousand U.S. Dollars  
20 (\$425,000 USD), attorneys' fees of One Hundred Thousand U.S. Dollars (\$100,000 USD) may  
21 be sought of the Maximum Settlement Amount. The Parties agree that in the event the Court  
22 awards a lesser amount for Class Counsel's fees and/or costs, Logitech will only be required to  
23 pay the amount of fees and costs awarded by the Court, and any unawarded amounts shall be  
24 added to the Settlement Pool.

25 5.5 Settlement Administrator

26 5.5.1 The Settlement Administration Costs shall be paid out of the Maximum  
27 Settlement Payment. The Settlement Administration Costs, which are approximately \$40,000,  
28 shall include: all costs of administering the Settlement, including, but not limited to, all tax

document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class Members; all costs and fees associated with communicating with Class Members, Class Counsel, and Logitech's Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Settlement Payments, and resolving disputed claims; all costs and fees associated with calculating tax withholdings, making related payment to federal and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Settlement Payments; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation.

5.5.2 The actions of the Settlement Administrator shall be governed by the terms of this Stipulation and any orders of the Court.

5.5.3 In the event that either Logitech's Counsel or Class Counsel take the position that the Settlement Administrator is not acting in accordance with the terms of the Stipulation, such counsel shall meet and confer first with opposing counsel and/or, if necessary, with the Settlement Administrator to attempt to resolve the issue.

#### 5.6 Calculation of Settlement Payments

5.6.1 Subject to the Settlement Pool's availability, each Participating Claimant will be eligible to receive a Settlement Payment if the Effective Date occurs. The Settlement Payment amount for each Participating Claimant shall be calculated based on the following methodology: (1) a base payment of Fifty U.S. Dollars (\$50 USD) for each Participating Claimant who timely returns a valid Claim Form regardless of proof of purchase; (2) an additional Twenty U.S. Dollars (\$20 USD) for each additional camera (up to ten cameras) for each Participating Claimant who timely returns a valid Claim Form with proofs of purchase for the additional cameras.

1           5.6.2 Accordingly, a Participating Class Member who submits a Claim Form with no  
2 proofs of purchase will be eligible for Fifty U.S. Dollars (\$50 USD) and a Class Member who  
3 submits a Claim Form with proofs up purchases of up to ten cameras would be eligible to receive  
4 Two Hundred Fifty U.S. Dollars (\$250 USD). Should the total of valid, timely claims for  
5 Settlement Payments not exceed Four Hundred Twenty Five Thousand U.S. Dollars (\$425,000  
6 USD), Class Counsel may seek an award of reasonable attorneys' fees up to One Hundred  
7 Thousand U.S. Dollars (\$100,000 USD). Should the Court total of valid, timely claims not  
8 exceed Four Hundred Twenty Five Thousand U.S. Dollars (\$425,000 USD) and the Court  
9 awards attorneys' fees and costs, any remaining settlement funds shall be distributed pro rata to  
10 each Participating Claimant by increasing their Base Payment proportionally. Should the amount  
11 of Settlement Payments exceed the funds available after court approved payments for Settlement  
12 Administration, attorneys' costs, and Service Payments, then the Base Payment shall be reduced  
13 on a pro rata basis proportionally amongst all Participating Claimants. In the event pro rata  
14 reductions are required, Class Counsel shall not seek, and the Court shall not award any  
15 additional amounts from the Settlement Fund for attorneys' fees.

16           5.6.3 The Parties recognize that the Settlement Payment to be paid to Participating  
17 Claimants reflects settlement of a dispute over claimed damages, interest, statutory and civil  
18 penalties, and other alleged damages.

19           5.7     Releases

20           5.7.1 Upon the Effective Date, the Class Representatives and each Class Member shall  
21 be deemed to have fully, finally, and forever released the Releasees from all Class Member  
22 Released Claims through the Final Approval Date.

23           5.7.2 Upon the Effective Date, the Class Representatives shall be deemed to have fully,  
24 finally, and forever released Releasees from all Class Representative Released Claims through  
25 the Final Approval Date.

26           5.7.3 In addition, the Class Representatives shall be deemed to have expressly waived  
27 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they  
28

1 may otherwise have had relating to the Class Representative Released Claims pursuant to  
2 Section 1542 of the California Civil Code, which provides as follows:

3 A general release does not extend to claims that the creditor or releasing party  
4 does not know or suspect to exist in his or her favor at the time of executing the  
5 release and that, if known by him or her, would have materially affected his or her  
6 settlement with the debtor or released party.

6 **6. NOTICE TO CLASS**

7 **6.1 Preliminary Approval**

8 6.1.1 Class Counsel and Logitech's Counsel shall jointly submit to the Court this Joint  
9 Stipulation of Class Action Settlement for preliminary approval by the Court. Class Counsel  
10 shall be responsible for drafting and filing the motion for preliminary approval. Class Counsel  
11 will provide Logitech's Counsel with a copy of the draft motion for preliminary approval at least  
12 business ten days before filing it for review and comment. The Court's preliminary approval of  
13 this Settlement shall be embodied in a Preliminary Approval Order certifying the Class,  
14 preliminarily approving the Settlement and providing for the Class Notice to be transmitted to  
15 the Class in the general form attached hereto as Exhibit B.

16 **6.2 Notice**

17 6.2.1 Within thirty (30) days after the Court issues the Preliminary Approval Order,  
18 Logitech shall provide the names and contact information for any class members it possesses to  
19 the Settlement Administrator. The names and contact information shall be based on Logitech's  
20 business records and provided in a format acceptable to the Settlement Administrator. The  
21 Settlement Administrator shall maintain the names and contact information as private and  
22 confidential and shall not disclose such data to any persons or entities other than the Settlement  
23 Administrator's employees and contractors, except that relevant information may be provided to  
24 Class Counsel and Logitech's counsel to the extent necessary to address a disputed claim or to  
25 respond to a specific inquiry from a Class Member. This data is being supplied solely for  
26 purposes of the administration of the Settlement and so cannot be used for any purpose other  
27 than to administer the Settlement. Upon receipt of the names and contact information, the  
28 Settlement Administrator shall check with the U.S. Postal Service National Change of Address

1 Database and update any addresses the individuals with any new information found regarding the  
2 location of Class Members.

3         6.2.2 Within seven (7) days from receiving the data from Logitech, the Settlement  
4 Administrator will send: (1) for each Class Member with an email address, a copy of the Class  
5 Notice via email; (2) for each Class Member with a physical address but no email address, a  
6 copy of the Class Notice via first class mail; and (3) for each Class Member with an email whose  
7 Class Notice is undeliverable, a copy of the Class Notice via first class mail if a physical address  
8 is available.

9         6.2.3 If any Class Notice transmitted to a Class Member is returned or rejected to the  
10 Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace to  
11 the extent possible in an effort to attempt to ascertain the current address of the Class Member. If  
12 such an address(es) is ascertained, the Settlement Administrator shall re-send the Class Notice  
13 within five (5) days. If alternative addresses are obtained for a Class Member, the Settlement  
14 Administrator shall send the Class Notice to up to two alternative addresses.

15         6.2.4 Class Members, except for the Class Representatives, will have sixty (60) days  
16 from the date of mailing or e-mailing the Class Notice within which to opt-out of the Settlement.  
17 Class Members who wish to exercise this option must timely submit an Opt-Out Request to the  
18 Settlement Administrator. The Opt-Out Request must be e-mailed or postmarked on or before  
19 sixty (60) days from the date of mailing the Class Notice. Class Members who do not timely  
20 submit an executed Opt-Out Request shall be Participating Claimants and bound by the  
21 Settlement. Class Members who timely submit an executed Opt-Out Request shall have no  
22 further role in the Action, and for all purposes they shall be regarded as if they never were a  
23 party to the Combined Litigation or a Class Member, and thus they shall not be entitled to any  
24 payment as a result of this Settlement and shall not be entitled to or permitted to assert an  
25 objection to the Settlement. The Class Notice shall advise Class Members of their ability to opt-  
26 out of the Settlement and of the consequence thereof. Neither the Parties nor any of their counsel  
27 will solicit any Class Member to submit an Opt-Out Request.

1           6.2.5 Class Members will have sixty (60) days from the date of mailing or e-mailing the  
2 Class Notice within which to submit an objection to the Settlement. Only Class Members who  
3 have not filed an Opt-Out Request may object to the Settlement. To object, a Class Member must  
4 send a written objection to the Settlement Administrator e-mailed or postmarked by the deadline  
5 for objection. The Parties and their counsel agree that they will not solicit, encourage, or advise  
6 any individual to object to the Settlement. Timely objections raised by the Settlement  
7 Administrator will be filed with the Court. Objecting Class Members may, but are not required  
8 to, appear at the Final Approval Hearing.

9           6.2.6 Class Members will have sixty (60) days from the date of mailing or e-mailing the  
10 Class Notice within which to submit a Claim Form for a Settlement Payment to the Settlement  
11 Administrator. The date of submission shall be deemed to be the date the Claim Form is  
12 submitted successfully electronically, e-mailed or mailed to the Settlement Administrator,  
13 whichever date is earlier. If a class member does not timely submit a valid Claim Form as  
14 described above, they will not be entitled to receive a Settlement Payment.

15           6.2.7 Beginning two weeks after the date the Class Notice is mailed, the Settlement  
16 Administrator shall provide to Class Counsel and Logitech's Counsel a bi-weekly status report  
17 which will be cumulative, reflecting the number of Class Members who have submitted each of  
18 the following: Opt-Out Requests, Objections and Settlement Payment Requests; and which will  
19 also state the number of Class Notices returned as undeliverable.

20           6.2.8 At least seven (7) days prior to the deadline for filing the motion for final  
21 approval of the Settlement, the Settlement Administrator shall provide Class Counsel and  
22 Logitech's Counsel a declaration of due diligence and proof of mailing and/or e-mailing with  
23 regard to the mailing and e-mailing of the Class Notice, Class Notices returned as undeliverable,  
24 re-mailed or re-emailed Class Notices, Opt-Out Requests, Objections and Settlement Payment  
25 Requests.

26           6.3     Final Approval

27           6.3.1 Prior to the Final Approval Hearing, Plaintiffs will move the Court for entry of  
28 the Final Approval Order and Judgment (a) finally certifying the Class for Settlement purposes

1 only, (b) finding the Settlement fair, reasonable, adequate, and in the best interests of the Class  
2 Members, including approval of attorneys' fees, (c) approving the Class Representatives' Service  
3 Payment, (d) approving the payment of Settlement Administration Costs, and (e) permanently  
4 releasing and barring all Class Member Released Claims by Participating Claimants. The Parties  
5 and their counsel shall make all reasonable efforts to secure entry of the Judgment. The proposed  
6 Final Approval Order and Judgment shall be jointly prepared by the Parties and shall be lodged  
7 with the Court before the Final Approval Hearing. Class Counsel shall be responsible for  
8 drafting and filing the Final Approval Motion. Class Counsel will provide Logitech's Counsel  
9 with a copy of the Final Approval Motion and proposed Judgment at least ten business days  
10 before filing it for their review and comment.

11           6.3.2 Class Representatives and Class Counsel agree that they shall be responsible for  
12 justifying the amount of the Service Payment and attorneys' fees and costs to the Court in their  
13 motion to be filed prior to the Final Approval hearing, and they agree to submit, as appropriate,  
14 the necessary materials to justify these payments. Logitech will not oppose the amount of the  
15 Service Payments, not to exceed Seven Thousand Five Hundred U.S. Dollars (\$7,500 USD)  
16 collectively to the Class Representatives, and attorneys' fees and costs sought, as long as they are  
17 consistent with the Stipulation. If the Court (or any appellate court) awards less than the amount  
18 requested for attorneys' fees and/or costs, or less than the amount requested for the Service  
19 Payment for the Class Representatives as set forth in Sections 5.3 and 5.4, only the awarded  
20 amounts shall be paid and shall constitute satisfaction of the obligations of Logitech under this  
21 Stipulation and the Settlement will still become final. Any requested attorneys' fees/costs or  
22 Service Payment not awarded by the Court shall be added to the Settlement Pool.

23           6.3.3 If an appeal results in an order materially modifying, setting aside, or vacating  
24 any portion of the Stipulation, with the exception of any modification of the amount of attorneys'  
25 fees or costs to be paid to Class Counsel, the amount of the Service Payment paid to the Class  
26 Representative, or costs paid to the administrator, any Party adversely impacted by the order  
27 shall have the right, at its sole discretion, to treat such order as an event permanently preventing  
28 the occurrence of a Final Judgment. To exercise this right, the Party must inform the other Party

1 and the Settlement Administrator, in writing, of the exercise of this right, within fourteen (14)  
2 days of receiving notice of any order modifying, setting aside, or vacating any portion of the  
3 Stipulation. Before either Party elects to exercise its right to treat such order as an event  
4 permanently preventing the occurrence of Final Judgment that Party must meet and confer in  
5 good faith with the other Party to determine if an agreement can be reached modifying this  
6 Settlement to the mutual satisfaction of the Parties. If a Party chooses to exercise this right, all  
7 Settlement Administration Costs incurred by the Settlement Administrator through that date will  
8 be paid by such Party.

9         6.3.4 If Final Judgment does not occur, or if this Stipulation is terminated or canceled  
10 pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to their  
11 respective status as of the date and time immediately prior to the execution of this Stipulation. In  
12 such an event, this Stipulation shall be deemed null and void, its terms and provisions shall have  
13 no further force and effect with respect to the Parties and shall not be used in the Combined  
14 Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the  
15 Court in accordance with the terms of the Stipulation shall be treated as vacated.

16         6.4     Funding and Distribution of the Settlement Proceeds

17         6.4.1 Within fourteen (14) days after the Effective Date, Logitech shall pay the  
18 Maximum Settlement Amount into the Qualified Settlement Fund.

19         6.4.2 Within twenty-one (21) days after the Effective Date, the Settlement  
20 Administrator shall issue Settlement Payments to Class Members who timely submitted  
21 Settlement Payment Requests in the form of a check or electronically via PayPal, Venmo, or  
22 related means, which shall become null and void if not deposited within 180 days of issuance. If  
23 any Class Member does not cash or deposit their Settlement Payment within 180 days of the date  
24 it is mailed by the Settlement Administrator, the amount of such Settlement Payment  
25 (“Unclaimed Residual”) shall distributed *cy pres* to Public Justice. Plaintiffs will request the  
26 Court order that such payment be made in accordance with this Settlement. Neither Plaintiffs nor  
27 Class Counsel, nor Logitech or its counsel, shall bear any liability for lost or stolen checks,  
28

1 forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its  
2 own acts of omission or commission, the same is true for the Settlement Administrator.

3 6.4.3 Within twenty-one (21) days of the Effective Date, the Settlement Administrator  
4 shall pay the Court-approved Attorneys' Fees and costs to Class Counsel or a trust account  
5 designated by Class Counsel. Class Counsel shall provide to the Settlement Administrator, with a  
6 copy to Logitech, the pertinent taxpayer identification number and Form W-9 prior to the  
7 Effective Date.

8 6.4.4 Within twenty-one (21) days of the Effective Date, the Settlement Administrator  
9 shall pay to the Class Representatives for the Court-approved Service Payment to the Class  
10 Representatives by ACH.

11 **7. FILING OF AMENDED COMPLAINT AND DISMISSAL OF RELATED**  
12 **ACTIONS**

13 7.1 Concurrent with the filing of a motion for preliminary approval, the Parties shall  
14 file a stipulation to permit the filing of an amended Complaint in the Alameda County  
15 Courthouse that will add the Plaintiffs and Claims asserted in the Shapiro and Anderson Actions.  
16 Any response to such Complaint will be waived pending approval of the proposed Settlement  
17 and execution of Judgment in the event Final Approval is Granted.

18 7.2 Within 7 (seven) days of entry of an order permitting Plaintiffs leave to file the  
19 Amended Complaint in Alameda County, Plaintiffs Anderson and Shapiro shall file notices of  
20 voluntarily dismissal of their claims without prejudice in the respective federal courts where their  
21 Actions were originally filed. Such dismissals shall be filed without prejudice and their claims  
22 and those of the putative class members they seek to represent in those matters shall be tolled in  
23 the event that the Settlement is not finally approved or a Judgment is not entered consistent with  
24 the terms of this Stipulation. Should the Settlement not be finalized the Parties will revert to the  
25 posture of the litigation prior to the consummation of the Settlement.

26 **8. MISCELLANEOUS PROVISIONS**

27 8.1 Neither the acceptance nor the performance by Logitech of the terms of this  
28

1 Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to be,  
2 construed as, or deemed to be, an admission by Logitech of the truth of any of the allegations  
3 asserted in any of the Complaints filed in the Combined Litigation, the validity of any of the  
4 claims that were or could have been asserted by Plaintiffs, any Class Members, or of any liability  
5 or guild of Logitech in the Combined Litigation. Nothing in this Stipulation shall be construed to  
6 be or deemed an admission by Logitech of any liability, culpability, negligence, or wrongdoing  
7 toward the Class Representatives, the Class Members, or any other person, and Logitech  
8 specifically disclaims any such liability, culpability, negligence, or wrongdoing. Each of the  
9 Parties has entered into this Stipulation with the intention to avoid further disputes and litigation  
10 with the attendant inconvenience, expenses, and contingencies.

11 8.2 Counsel for the Parties warrant and represent they are expressly authorized by  
12 the Parties whom they represent to negotiate this Settlement and to take all appropriate action  
13 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its  
14 terms and to execute any other documents required to effectuate the terms of this Settlement. The  
15 Parties agree to cooperate fully with one another to accomplish and implement the terms of this  
16 Settlement. Such cooperation shall include, but not be limited to, execution of such other  
17 documents and the taking of such other action as may reasonably be necessary to fulfill the terms  
18 of this Settlement. The Parties to this Settlement shall exercise reasonable efforts, including all  
19 efforts contemplated by this Settlement and any other efforts that may become necessary by  
20 Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

21 8.3 Unless otherwise specifically provided herein, all notices, demands, or other  
22 communications given hereunder shall be in writing and shall be deemed to have been duly  
23 given as of the day of sending by email to counsel or the third day after mailing by United States  
24 mail, addressed as follows:

25 **To Plaintiff**

26 Matthew George

27 Kaplan, Fox & Kilsheimer LLP

28 1999 Harrison Street, Suite 1560

Oakland, CA 94612

**To Defendant:**

Martin K. Deniston

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP

555 S. Flower Street, Suite 2900

Los Angeles, CA 90071

8.4 The Parties hereto agree that the terms and conditions of this Stipulation are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Stipulation shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Stipulation. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

8.5 The Parties and their counsel agree that before and after the filing of the Motion for Preliminary Approval, the Parties and their counsel agree not to initiate publicity about the Settlement, including issuing a press release, initiating contact with the media, or posting information on a website, except as required by law or by the Court. If the Parties or their counsel are contacted by the media or other third parties about the Settlement, they can decline to comment, or they can respond to questions by accurately describing the terms of the Settlement, or by referencing the third parties to the documents filed with the Motion for Preliminary Approval.

8.6 Plaintiffs shall refrain from making any oral, written, electronic, or Internet statements or postings (which includes social media) of fact or opinion that disparage any of the Releasees, including any of their officers, directors, employees, services, programs, business affairs, products or services, operations, management practices, or employment practices. Plaintiffs agree that, except as required by law, they will not make any oral, written, electronic, or Internet statements or postings (which includes social media) of fact or opinion that disparage any of the Releasees, including any of their officers, directors, employees, products, services,

1 programs, business affairs, products or services, operations, management practices, or  
2 employment practices. Plaintiffs' promises in this subsection, however, shall not apply to any  
3 judicial or administrative proceeding in which such Plaintiffs are a party or have been  
4 subpoenaed to testify under oath by a government agency or by any third party.

5       8.7     Plaintiffs agree not to participate in, encourage, assist or facilitate, and Plaintiffs  
6 represent that they have not participated in, encouraged, assisted or facilitated, the bringing or  
7 maintenance of any kind of cause of action, claim, report, or any administrative complaint on the  
8 federal, state, or local level by any of the Releasees' former or present customers against  
9 Releasees based on any matter arising or accruing prior to the execution of the Stipulation,  
10 except for any activities that cannot be precluded by court-approved agreement under applicable  
11 law. Class Counsel represents that, as of the date this Stipulation is executed, they do not  
12 represent and/or they are not aware of any other current or former customer of Releasees who are  
13 planning to file or contemplating filing claims against the Releasees that are not covered by the  
14 release set forth in the Stipulation. Class Counsel also agrees not to use, and represents that it has  
15 not used, any information obtained during the Combined Litigation or from the Settlement to  
16 solicit, encourage, or assist, whether directly or indirectly, any other persons or attorneys to  
17 commence a claim or proceeding against Releasees.

18       8.8     Plaintiffs agree not to object to or request to be excluded from the Settlement.  
19 Any such request for exclusion or objection shall therefore be void and of no force or effect.

20       8.9     Neither Class Counsel nor any other attorneys acting for, or purporting to act for,  
21 the Class, Class Members, or Plaintiffs, may recover or seek to recover amounts for fees, costs,  
22 or disbursements from the Releasees except as expressly provided herein.

23       8.10    The Court shall retain jurisdiction with respect to the implementation and  
24 enforcement of the terms of the Stipulation, pursuant to California Code of Civil Procedure  
25 section 664.6 and the California Rules of Court, and all Parties hereto submit to the jurisdiction  
26 of the Court for purposes of implementing and enforcing the Settlement embodied in the  
27 Stipulation. Any action to enforce this Stipulation shall be commenced and maintained only in  
28 the Court. To the extent any Party seeks to enforce the terms of this Settlement or this Stipulation

1 in Court, the prevailing party to any such action shall be entitled to recover reasonable attorneys'  
2 fees and costs associated with any such enforcement action.

3 8.11 This Stipulation may not be changed, altered, or modified, except in writing  
4 signed by the Parties hereto and approved by the Court. This Stipulation may not be discharged  
5 except by performance in accordance with its terms or by a writing used by the Parties hereto.

6 8.12 This Stipulation shall be binding upon and inure to the benefit of the Parties  
7 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

8 8.13 The signatories hereto represent that they are fully authorized to enter into this  
9 Stipulation and bind the Parties hereto to the terms and conditions hereof.

10 8.14 The Parties hereto represent, covenant, and warrant that they have not directly or  
11 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
12 any person or entity any portion of any liability, claim, demand, action, cause of action or rights  
13 released and discharged by this Stipulation.

14 8.15 Because the proposed Class has not yet been certified, and the members of the  
15 proposed Class are so numerous, the Parties agree that it is impossible or impractical to have  
16 each Class Member sign this Stipulation. It is agreed that, for purposes of seeking approval of the  
17 Class Settlement, this Stipulation may be executed on behalf of the proposed Class by the Class  
18 Representatives and Class Counsel.

19 8.16 This Stipulation shall become effective upon its execution by all of the  
20 undersigned. The Parties may execute this Stipulation in counterparts, and execution of  
21 counterparts shall have the same force and effect as if all Parties had signed the same instrument.

22 8.17 Paragraph titles or captions contained in the Stipulation are inserted as a matter of  
23 convenience and for reference, and in no way define, limit, extend, or describe the scope of this  
24 Stipulation, or any provision thereof.

25 8.18 This Stipulation contains the entire agreement between the Parties relating to the  
26 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,  
27 understandings, representations, and statements, whether oral or written and whether by a Party  
28

1 or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in  
2 writing.

3 8.19 IN WITNESS WHEREOF, this Stipulation is executed by the Parties and their  
4 duly authorized attorneys, as of the day and year herein set forth.

5  
6 Dated: January \_\_, 2021

By:   
CHRISTOPHER PARKER

7  
8 Dated: January \_\_, 2021

By: \_\_\_\_\_  
ED SHAPIRO

9  
10 Dated: January \_\_, 2021

By: \_\_\_\_\_  
JAMES ANDERSON

11  
12 Dated: January \_\_, 2021

By: \_\_\_\_\_  
STEVEN CHERNUS

13  
14 Dated: January \_\_, 2021

By: \_\_\_\_\_  
LOGITECH INC.

15  
16 **Approved as to form only.**

17  
18 Dated: January \_\_, 2021

KAPLAN FOX & KILSHEIMER LLP

19  
20  
21 By: \_\_\_\_\_  
22 Matthew B. George  
23 Laurence D. King  
24 Attorneys for Plaintiff  
25 Christopher Parker  
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5  
6 Dated: January \_\_, 2021

By: \_\_\_\_\_  
CHRISTOPHER PARKER

7  
8 Dated: January 19, 2021

By: Edward P. Shapiro  
ED SHAPIRO

9  
10 Dated: January \_\_, 2021

By: \_\_\_\_\_  
JAMES ANDERSON

11  
12 Dated: January \_\_, 2021

By: \_\_\_\_\_  
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By: \_\_\_\_\_  
STEVEN CERNUS

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LOGITECH INC.

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CHRISTOPHER PARKER

7  
8 Dated: January \_\_, 2021

By: \_\_\_\_\_  
ED SHAPIRO

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By: \_\_\_\_\_  
JAMES ANDERSON

11  
12 Dated: January \_\_, 2021

By:  \_\_\_\_\_  
STEVEN CHERNUS

13  
14 Dated: January 17, 2021

By: \_\_\_\_\_  
LOGITECH INC.

15  
16 **Approved as to form only.**

17  
18 Dated: January \_\_, 2021

KAPLAN FOX & KILSHEIMER LLP

19  
20  
21 By: \_\_\_\_\_  
22 Matthew B. George  
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24 Attorneys for Plaintiff  
25 Christopher Parker  
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27  
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3 8.19 IN WITNESS WHEREOF, this Stipulation is executed by the Parties and their  
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5

6 Dated: January \_\_, 2021

By: \_\_\_\_\_  
CHRISTOPHER PARKER

7

8 Dated: January \_\_, 2021

By: \_\_\_\_\_  
ED SHAPIRO

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11 Dated: January \_\_, 2021

By: \_\_\_\_\_  
JAMES ANDERSON


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13 Dated: January \_\_, 2021

By: \_\_\_\_\_  
STEVEN CHERNUS

14

15 Dated: February 1, 2021

By:  \_\_\_\_\_  
LOGITECH INC.

16

17 **Approved as to form only.**

18

19 Dated: January \_\_, 2021

KAPLAN FOX & KILSHEIMER LLP

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By: \_\_\_\_\_  
Matthew B. George  
Laurence D. King  
Attorneys for Plaintiff  
Christopher Parker

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5  
6 Dated: January \_\_, 2021

By: \_\_\_\_\_  
CHRISTOPHER PARKER

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8 Dated: January \_\_, 2021

By: \_\_\_\_\_  
ED SHAPIRO

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10 Dated: January \_\_, 2021

By: \_\_\_\_\_  
JAMES ANDERSON

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12 Dated: January \_\_, 2021

By: \_\_\_\_\_  
STEVEN CHERNUS


13  
14 Dated: January \_\_, 2021

By: \_\_\_\_\_  
LOGITECH INC.

15  
16 **Approved as to form only.**

17  
18 Dated: Feb. 2, 2021

KAPLAN FOX & KILSHEIMER LLP

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21 By:   
Matthew B. George  
Laurence D. King  
Attorneys for Plaintiff  
Christopher Parker  
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Dated: ~~January~~ <sup>February</sup> \_\_, 2021

WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER LLP

By: Martin K. Deniston  
Martin K. Deniston  
Robert M. Anderson  
Craig C. Hunter  
Attorneys for Defendant,  
LOGITECH INC.