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Deputy

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

CHRISTOPHER PARKER, individually
and on Behalf of All Others Similarly
Situating,

Plaintiff,

v.

LOGITECH, INC., and **DOES 1-10**,

Defendants.

Case No.: RG15781276

ASSIGNED FOR ALL PURPOSES TO:
JUDGE GEORGE C. HERNANDEZ, JR.
DEPARTMENT 17

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

(1) Violations of California's Unfair
Competition Law (Bus. & Prof. Code
§§ 17200 *et seq.*);
(2) Violations of California's Consumer
Legal Remedies Act (Civ. Code
§§ 1750 *et seq.*);
(3) Violations of the Song-Beverly
Consumer Warranty Act (Civ. Code
§§ 1790 *et seq.*);
(4) Breach of Express Warranty; and
(5) Breach of Implied Warranty

Demand for Jury Trial

BY FAX

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9
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11 **COUNTY OF ALAMEDA**

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Demand for Jury Trial

1 Plaintiff Christopher Parker (“Plaintiff”), by his attorneys, on behalf of a proposed Class
2 of similarly situated persons, alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. Beginning in August 2010, Logitech, Inc. (“Logitech”) marketed and sold high-
5 definition digital video home security systems (“Alert Systems”) that would “help consumers
6 protect what’s important” and promised “peace of mind in a box.” Logitech claimed its Alert
7 Systems would provide safety-minded consumers with comprehensive, reliable home security,
8 and that buyers could use Logitech’s new technology to view live video feeds from their security
9 cameras on computers, smartphones and tablets. But Logitech failed to tell customers that the
10 Alert Systems were defective because the cameras experienced a high-rate of failure and the
11 “powerful” software needed to run the Alert Systems was rife with bugs and glitches that made
12 the systems unreliable and inoperable, thus leaving customers unprotected and at an increased
13 safety risk. When the defective Alert Systems inevitably failed, Logitech refused to honor its
14 warranties to remedy the defects while customers’ warranty periods lapsed, thereby escaping its
15 legal obligations to provide non-defective replacements or refunds. And, given the extent of the
16 defects in the Alert Systems and its inability to solve the problems, Logitech finally discontinued
17 the product altogether which left consumers without replacement parts or cameras when their
18 systems inevitably failed. Accordingly, and as detailed below, Logitech’s failure to disclose the
19 defects and its warranty breaches rendered Logitech’s marketing materially false and misleading,
20 and likely to deceive consumers. As a result of Logitech’s unlawful business practices,
21 consumers unknowingly invested hundreds, if not thousands, of dollars in Alert Systems that are
22 now obsolete and that have already or will inevitably fail. Logitech’s conduct violates
23 California’s consumer protection and warranty laws.

24 2. Plaintiff Christopher Parker, a purchaser of a defective Logitech Alert System,
25 now brings this class action on behalf of other Alert System buyers to recover damages and divest
26 Logitech of its ill-gotten profits.

1 **JURISDICTION AND VENUE**

2 3. This Court has jurisdiction over all causes of action asserted herein pursuant to
3 Code of Civil Procedure section 410.10 and Article VI, § 10 of the California Constitution.
4 Logitech is subject to the jurisdiction of this Court because it is incorporated and maintains its
5 principal place of business within the state of California and has extensive business dealings and
6 transactions within the state of California.

7 4. Venue is proper in this Court under Code of Civil Procedure sections 395 and
8 395.5 because Logitech resides in and maintains its principal place of business within the County
9 of Alameda, and a significant portion of the facts and circumstances giving rise to Plaintiff's
10 Complaint occurred in or emanated from this County, including Logitech's development,
11 marketing, sale, distribution, and customer service of the Logitech Alert Systems at issue in this
12 lawsuit.

13 **PARTIES**

14 5. Plaintiff Christopher Parker is a citizen of California and a resident of Orange,
15 located in Orange County. As further explained below, Plaintiff purchased a Logitech Alert
16 System and suffered damages due to Logitech's conduct.

17 6. Defendant Logitech, Inc. is a California corporation with its North American
18 headquarters and principal place of business located at 7700 Gateway Boulevard, in Newark,
19 California. Logitech is a global developer and provider of consumer products including
20 accessories for personal computers and tablets like keyboards, mice, webcams, speakers, and
21 microphones, as well as the digital security systems that are the focus of this lawsuit. Logitech is
22 a subsidiary of Logitech International, S.A., a holding company that maintains its headquarters in
23 Lausanne, Switzerland. Logitech is a publicly traded company on the NASDAQ stock exchange
24 under the symbol "LOGI." Logitech has reported \$2 billion in annual sales.

25 7. Defendants DOES 1-10 are "persons," the names and addresses of which are
26 unknown, that participated in the conduct that is the subject matter of this action, as alleged
27 herein. Plaintiff is, as yet, ignorant of the true names, capacities and nature and extent of
28 participation in the course of conduct alleged herein of the persons sued as DOES 1-10 inclusive,

1 and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint
2 to allege the true names and capacities of the DOE defendants when ascertained.

3 **GENERAL ALLEGATIONS**

4 **Logitech Alert Digital HD Video Security Systems**

5 8. In August 2010, Logitech began the sale and distribution of high-definition digital
6 video security systems under the “Alert” brand name (“Alert Systems”). Logitech packaged the
7 Alert System (pictured below) as a complete home video security system that would allow
8 customers to “Be There When You’re Not.”



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15 9. Logitech aggressively marketed and sold its Alert Systems to safety-conscious
16 consumers directly through its website and retail affiliates by promising to deliver an easy,
17 comprehensive solution to home security. For example, Logitech advertised:

18 Get peace of mind in a box. The Logitech Alert 750e Outdoor Master System
19 comes with everything you need to help protect what’s important to you—a
20 weatherproof HD camera with wide-angle night vision, powerful Windows and
21 Mac software, a free remote viewing account, and simple plug-and-play
22 installation without new wiring. Plus, you can easily expand your system to as
23 many as six cameras—indoors and out.

24 10. Logitech also told consumers that “[a] video-security system is only as good as the
25 video it captures” and touted that its high-definition cameras could “protect your home and family
26 day or night.” Logitech emphasized on its website and in marketing materials that the Alert
27 Systems would provide customers with reliable, continuous home security through its digital
28 cameras that had features such as night vision and weatherproofing that could prevent and
discourage home invasions and robberies “rain or shine—summer or winter.” Logitech bolstered
its marketing materials with videos submitted by customers that thwarted burglaries in progress,

1 caught thieves, and stopped a possible intrusion from a wild black bear. Logitech captioned one
2 video with the following:

3 After being robbed previously during the year, customer uses Logitech’s video
4 surveillance system and eventually logs in to view a live stream of her house
5 being robbed real-time. A quick call to 911 and the police were at the house in
6 4 minutes.

7 11. Logitech also claimed Alert Systems used special “HomePlug” networking
8 technology that would be simple to use and install without costly, professional installers, thereby
9 providing a cheaper and simpler alternative to subscription based home security systems provided
10 by services like ADT. Logitech claimed that:

11 Included HomePlug network adapter uses your home’s electrical wiring and
12 outlets to transmit video from the camera to your computer. Simply install the
13 software, plug the network adapter into your router and wall power outlet, plug
14 the camera into a nearby wall outlet—and you’re ready. No professional installer,
15 excessive wires, IP address setting or router resetting needed.

16 12. Logitech told customers that Alert Systems would provide them with safety and
17 security features such as motion detection alerts, plus live and recorded video feeds to any
18 internet connected computer, smartphone or tablet, which would allow customers to monitor their
19 home security cameras remotely. So, for example, a Logitech Alert Systems buyer could tap into
20 a live video feed on her iPhone to see if a UPS package was delivered, could monitor child-care
21 providers who were watching her children while she was at work, and could be sent an immediate
22 alert to her smartphone through a motion sensor if someone was trying to break into her home
23 while she was sleeping.

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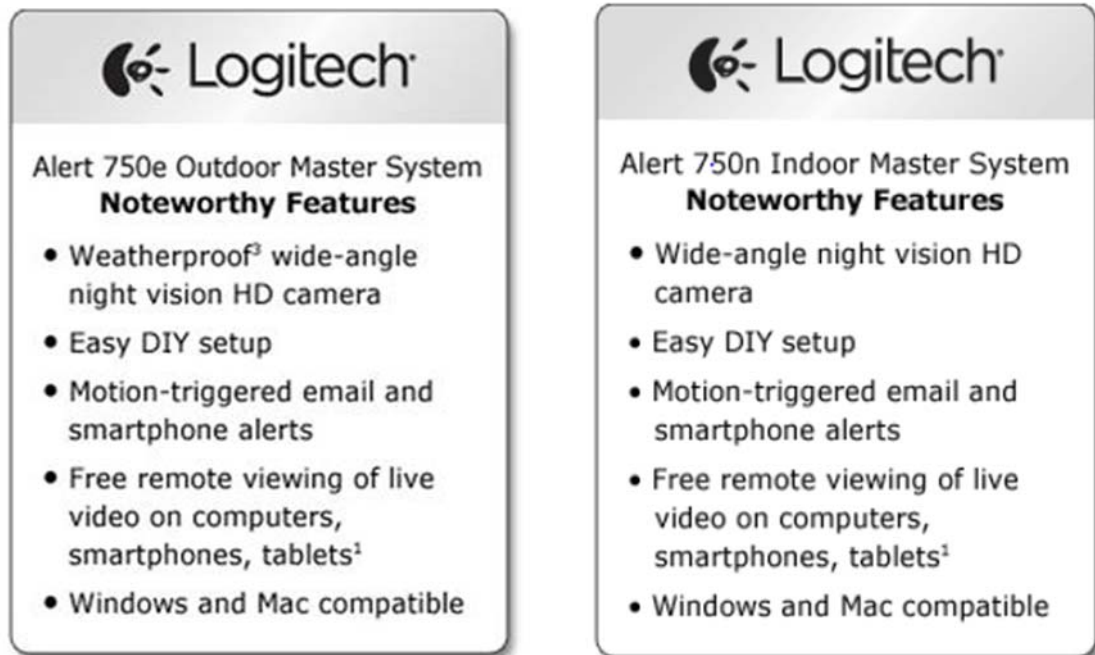
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1 13. Logitech summarized key features of its Alert Systems (whether for indoor and
2 outdoor use) in print advertisements on its website, www.logitech.com, and through online
3 retailers like Amazon:



16 14. Logitech’s Alert System is comprised of four main components: (1) a master
17 camera that could either be intended for indoor or outdoor use; (2) up to six additional cameras
18 that could be linked with the master camera; (3) software that could be installed on purchaser’s
19 computers and other devices using Windows or Apple operating systems; and (4) a premium
20 subscription service called the “Web and Mobile Commander” that was intended to unlock
21 additional product features such as searching and viewing recorded video on their smartphone so
22 customers could immediately see the video footage that might have triggered an alert. In order to
23 upsell customers on the subscription service, Logitech promised subscribers access to Logitech’s
24 “secure, data center-housed servers” that would be: “Always On. Always Working.”

25 15. Given the extensive product features Logitech promised, including high definition
26 or “HD” video that portrays images in high resolution with a greater degree of picture detail and
27 accuracy, Alert Systems were sold at premium prices—starting at \$299.99-\$349.99 for a master
28

1 camera, with each additional camera costing \$199.99-\$279.99 or more. And, with the annual cost
2 for a Web and Mobile Commander subscription at \$79.99, customers could invest well over
3 \$1500 in an Alert System.

4 16. With purchase of a Logitech Alert System, Logitech provided an express one-year
5 warranty in writing that promised customers that their “Logitech hardware product shall be free
6 from defects in material and workmanship.” Logitech warranted that purchasers whose products
7 failed could either (1) have the Logitech Alert System repaired or replaced; or (2) be provided a
8 refund. Logitech also warranted in writing that the Alert Systems would be merchantable for
9 their ordinary purpose of providing reliable digital home security systems for the duration of the
10 one-year express warranty.

11 **Customers Complain About Logitech Alert System’s Defects**

12 17. Logitech provided an online forum for purchasers where Logitech could post
13 announcements or information about the Logitech Alert, such as software updates, and where
14 customers could ask for troubleshooting.¹ Occasionally, Logitech employees would moderate
15 discussions and offer troubleshooting tips directly to customers.

16 18. Customers inundated Logitech’s forum with complaints about the functionality
17 and efficacy of the Alert Systems that rendered the Alert Systems inoperable and unable to
18 provide reliable security services. Among other things, customers reported experiencing
19 problems that included: (1) difficulty installing and setting up the cameras and software;
20 (2) cameras that would not turn on, stay powered up, or record video properly; (3) failures of the
21 micro SD cards installed in the cameras; (4) connectivity problems between the cameras;
22 (5) problems with inoperable or faulty motion sensors; (6) problems downloading video;
23 (7) incoming video that would freeze; (8) poor picture quality; (9) delayed alerts; (10) errors in
24 the camera’s timestamps, and; (11) software bugs and glitches that made the systems inoperable.
25 As one customer explained:

26
27
28 ¹ See <http://forums.logitech.com/t5/Alert-Security-Systems/bd-p/alertsecurity>, last accessed
July 28, 2015.

1 I purchased a 750e Master System and 3 add-on 700e cameras. Since day one, I
2 have had nothing but inconsistency and problems with these products. The Alert
3 Commander will find the cameras one minute, and then will lose the cameras and
4 will search for them for the next week! How is this a security system if the
cameras are not online? I have contacted Logitech tech support more than 5 times
and each time results in more frustration as they offer no solutions! Do yourself a
favor. Do not purchase this product!

5 Other customers plagued with defective cameras reported complaints and failures to Logitech
6 including:

- 7 ● If you cameras worked out of the box consider yourself lucky. 70%
8 failure rate here.....wow²
 - 9 ● I have purchased 4 total cameras. two of them have failed and it's been
less than 1 year for both of those.
 - 10 ● I have a four camera outdoor system. One by one they have all failed in
11 regards to the micro sd cards. The camera fail at different times and
completely stop working.
 - 12 ● Two outdoor, and one indoor camera. They all three worked fine for
13 about a week, but now I cannot see the indoor camera and one of the
outdoor cameras.
 - 14 ● I was a huge fan of this product, recommending it to many many people.
15 What a let down. My 4th camera died today, the remaining 5th camera
probably won't last much longer I'm tipping. Having spent thousands of
16 dollars on this system I'm more than slightly annoyed.
 - 17 ● My family purchased a Logitech master system two years ago and three
18 add-on cameras in the next year. Within one year of original purchase, we
had to contact customer service for a replacement camera twice.
 - 19 ● Had these cameras for 6 months now. I started a thread a while ago about
20 this problem, still seems to happen every other week which makes this
product useless... This product is very unreliable. You cannot depend on
this for home security.
 - 21 ● The volume of common failed 700E cameras and associated bad press to
22 Logitech should motivate Logitech to provide some type of repair service
for the failed cameras. Maybe a recall of some sorts.
- 23 19. Frustrated buyers of Logitech's Alert Systems were equally vocal on internet retail
24 websites like Amazon.com, reporting:

- 25 ● This system stop working after 10 days. I spend 2 hours with Customer
26 Service. They asked to send this camera back. To days later additional 2
cameras stop working. Worst system.

28 ² Customer complaints have not been edited for spelling, punctuation, or grammar.

- 1 ● All cameras not working after 6 month. Was replaset and again fail to
2 work. This is worst product I have.
- 3 ● Worst decision ever. I have had the cameras for about 5 months now.
4 They worked fine for about two months and ever since I have had nothing
5 but problems. Cameras are no longer detected. SD cards don't stay
6 formatted. Outdoor weatherproof camera got water in it and is now foggy
7 (can't see anything) When the cameras are detected the image is black.
8 I've contacted customer service for troubleshooting the suggestions don't
9 work and so I ask to return them and get a refund. All I get is a if it is
10 within 30 days we will be happy to refund if not we need to try some
11 troubleshooting (which doesn't work). Not happy do not buy.
- 12 ● Avoid these cameras like the plague.
- 13 ● I called Logitech support the first time because both cameras had just
14 decided to stop working all together. The truth is their technology is just
15 not ready for primetime!
- 16 ● I've had this for about 5 weeks and it worked fine until then... the camera
17 is no longer detected and it doesn't work no matter what I try. DO NOT
18 PURCHASE.
- 19 ● Cam never worked so not a lot to review about this product except for the
20 fact that you may have to deal with returning a non-working unit.
- 21 ● This product had severe issues connecting and it ultimately failed.
- 22 ● I purchased 12 cameras 8 of which have failed and had to be replaced.
23 Troublesome to replace because Logitech does is not eager to replace
24 cameras and sends back wrong items or short items.
- 25 ● Dead out of the Box - Purchased the camera system due to a large amount
26 of car break ins recently. Ran all the cabling, plugged everything in...and
27 the camera wouldn't boot or hard reset. Apparently this happens fairly
28 often.
- It worked great for the first week but soon after those 7 days it just stop
working, nothing else to say.
- The item worked for about 45 days then suddenly just died. Never came
back to life. Bad experience with this piece of crap. It's a toy nothing
more than that. Not recommended.

Logitech Breaches Its Warranties

24 20. Facing a deluge of customer complaints and requests for warranty repairs and
25 refunds, Logitech responded by designing and implementing a strategy to avoid honoring its
26 warranties by, among other things: (1) requiring customers to go through repetitive, time-
27 consuming, cumbersome, and unsuccessful troubleshooting processes; (2) failing to replace
28 customers' defective systems with non-defective parts, software, or systems in a timely manner

1 while warranty periods lapsed; (3) repeatedly telling customers Alert Systems were on back-order
2 so that they could not be replaced during the warranty period; (4) creating administrative hassles
3 for customers to prove purchases and submit exchange Alert Systems for repair and/or
4 replacement; (5) replacing defective Alert Systems with defective Alert Systems; (6) misleading
5 customers that its Alert Systems' problems would be fixed with upcoming hardware and software
6 fixes that never materialized or did not actually work; (7) failing to implement successful
7 software upgrades that would resolve or improve the user experience and make the Alert Systems
8 functional for their intended purposes; and (8) failing to provide refunds. As a result, Logitech
9 strategically left customers without operable systems during the warranty period while it ran out
10 the clock.

11 21. One Logitech customer summarized her frustrating experience trying to get
12 Logitech to honor its warranty for her Alert System on Amazon.com:

13 I am disappointed. I bought the Alert camera system and installed it and my
14 outdoor camera only worked for a month. It was too late to return through
15 Amazon so I contacted Logitech's warranty department. I was told I would be
16 eligible for a replacement and that a shipping label would come to my email in
17 24-48 hours. None came.

18 I had to then contact support (again) where they told me they couldn't generate a
19 label without my address, which no one asked me for (or notified me they did not
20 have). Finally I get my label and I return my camera.

21 I am then notified it has been received and that I should be getting notification of
22 my replacement camera's shipping info. Nothing comes. A few days later I get
23 an email that my issue is closed. Nice.

24 It's been well over a month now that I've not had a working camera - not a very
25 effective security system with a non functional and now a non-existent camera. I
26 contacted support today concerned that my issue has been closed and yet here I
27 am without my broken camera or any news of receiving a replacement. I am now
28 told the cameras are backordered and I will not receive one for several more
weeks. I was only told this because I contacted Logitech myself, no updates were
given to me without my calls to support.

I guess Logitech expects their customers who trust in their ability to provide
security (through an expensive camera system) to just wait patiently for their
replacements for weeks on end. In the meantime I am using up my valuable
warranty period (clearly I've lost confidence in the ability of the cameras to last
and work properly for a long period of time) with no camera at all.³

³ (Amazon.com user Bria Thompson – August 17, 2013.)

1 22. Other customers have reported similar, frustrating experiences on Logitech's
2 forum and Amazon.com that left them without operable Alert Systems during the warranty
3 period:

- 4 • I've been checking with tech support over the past two months, trying to
5 get a replacement for a dead camera. I got the story that they were
6 [discontinuing the systems but that replacement cameras would be
7 available for those with systems. Today, I was told that the cameras that
8 we are so patiently waiting for will be 'new and improved', but no details
9 available yet. I hope this is true....could use 'new and improved'.
- 10 • I bought this but it broke after 3 month. The warranty is a pain in the
11 neck. I answered a million of questions through email with their customer
12 service. At the last step, after I submitted all the invoice and pictures etc,
13 they stopped responding to my email. OK, I started another claim. They
14 apologized and asked me to ship my camera to them. Today, I got my
15 camera back, ONLY my camera, but I shipped the whole package to them!
16 No power supplies, no network adapters, no SD cards, only the camera.
17 Very disappointed.

Logitech Discontinues the Alert System

18 23. Initial sales of Logitech Alert Systems were strong, but unsurprisingly customer
19 demand started to wane. As a result, Logitech disclosed to its shareholders in SEC filings that it
20 made a decision in the last quarter of 2012 to discontinue the manufacture and sale Alert Systems
21 entirely by 2014. Logitech's decision to discontinue the product negatively impacted the
22 availability of replacement cameras and hardware to consumers who were often told cameras
23 were already "backordered" and that Logitech would continue to try and upgrade and fix the
24 product. But it wasn't until July 22, 2014 that Logitech publicly disclosed to its customers on its
25 website forum that it was discontinuing the Alert Systems and that they would no longer be for
26 sale on Logitech.com. Logitech knew for nearly two full years that it had given up on the
27 defective Alert Systems but continued to sell its remaining stock to unsuspecting customers who
28 would eventually be stuck with significant investments in defective products that Logitech would
be unable to repair or replace. In fact, during this time Logitech continued to mislead customers
that it was eventually going to solve the problems and come out with new cameras. As one
customer explained on Logitech's forum: "I spoke to support last week and I was also told that
they will be coming out with new cameras in early 2015 that will be better and more stable. They

1 said they will work with our existing systems. I hope that is true. I have one dead camera that
2 can't be fixed or replaced.”

3 **Logitech Actively Concealed Material Information From Consumers**

4 24. Logitech purposefully withheld from consumers that the Alert Systems were
5 fundamentally defective, that it would not and could not comply with its warranty obligations,
6 and that it was discontinuing the Alert Systems so that customers would be unable to obtain
7 replacement systems or parts when the Alert System would inevitably fail. Logitech actively
8 withheld all of this material information from consumers so that it could continue to sell its
9 remaining supply of defective Alert Systems, take its profits, and then exit the home security
10 industry.

11 25. Logitech exclusively knew that its Alert Systems were fundamentally defective
12 because Logitech designed, manufactured, and tested the Alert Systems using specially designed
13 complex hardware and software technology of its own creation. Accordingly, Logitech
14 exclusively knew that the Alert Systems would and did experience a high rate of failure both in
15 and outside the warranty period due to its fundamental design defects at the time it began
16 marketing and selling the Alert Systems. At a minimum, Logitech became aware of the
17 fundamental defects in the Alert Systems soon after they hit the market due to the high level of
18 customer complaints.

19 26. Logitech also exclusively knew that its sale of defective Alert Systems was in
20 breach of consumer warranty laws and obligations. First, Logitech knew that its Alert Systems
21 were not warrantable for the purpose of providing consumers with reliable, continuous, digital
22 video home security that the Alert Systems were intended to provide because it designed,
23 manufactured, and tested the defective Alert Systems that were unreliable, needed constant
24 upgrades and repairs, or were altogether inoperable. Second, Logitech actively concealed it
25 would breach its express warranties because, among other things, the Alert Systems were rife
26 with defects that could not be effectively repaired, because Logitech failed to maintain an
27 adequate supply of repair and replacement parts and equipment, that Logitech would put
28 customers through difficult administrative and procedural hassles to discourage them from

1 pursuing warranty claims, that Logitech would refuse to provide refunds, and that Logitech would
2 stonewall customer complaints while their warranty periods lapsed. As a result of Logitech's
3 conduct, Logitech's Alert Systems actually placed consumers at an increased safety risk because
4 the Alert Systems were faulty, defective, and could not protect buyers from the home security
5 risks the products were intended to alert buyers of and prevent, such as break-ins and robberies.

6 27. Logitech also actively concealed its strategic business decision to forgo further
7 investment in the Alert Systems (and fixes or upgrades) from buyers for nearly two years after it
8 decided to abandon the product. As a result, buyers were not informed that they would eventually
9 be left with inoperable, defective Alert Systems that Logitech could not repair or replace because
10 of an inevitable shortage of supply.

11 28. Logitech's decision to conceal material facts relating to defects in the Alert
12 Systems, its warranty breaches, and its decision to discontinue the Alert Systems emanated from
13 its corporate headquarters and was not disclosed by Logitech to consumers. Accordingly,
14 Plaintiff and other prospective buyers could not reasonably ascertain the material information
15 regarding Alert Systems that Logitech withheld to deceive them. At all times Logitech
16 maintained a duty to disclose to Plaintiff and other consumers that the Alert Systems contained
17 material defects that made the Alert Systems unmerchantable for the purpose of providing
18 continuous, reliable home security and safety, that Logitech was breaching its warranties and
19 intended to breach its warranties with buyers, and that Logitech would be discontinuing the
20 Logitech Alert line so that consumers would be eventually be unable to obtain suitable
21 replacement parts and/or Alert Systems when their Alert Systems failed both within and outside
22 their warranty periods. Logitech's failure to comply with its duty to disclose this material
23 information deceived Plaintiff and other customers into investing hundreds or thousands of
24 dollars in Logitech Alert Systems that they could have spent on alternative, properly functioning
25 home security systems.

26 29. As a direct and proximate result of Logitech's conduct, consumers purchased
27 Logitech Alert Systems they would not have otherwise purchased, paid more for Logitech Alert
28 Systems than they would have otherwise paid, and have been subject to an increased safety risk

1 because they purchased faulty home security systems that were defective and not suitable for the
2 purpose for which they were sold. Logitech's conduct has violated California's consumer
3 protection and warranty laws, and buyers are accordingly entitled to damages, restitution, and
4 injunctive relief

5 **PLAINTIFF'S EXPERIENCE**

6 30. Plaintiff Christopher Parker purchased a Logitech Alert System directly from
7 Logitech through its website on August 23, 2013. As part of his Logitech Alert System, Plaintiff
8 Parker purchased an Alert 750e Outdoor Master System for \$349.99, an Alert 700n Indoor Add-
9 On Camera for \$229.99, and a one-year Alert Web and Mobile Commander Subscription for
10 \$79.99. Plaintiff Parker paid Logitech \$600.41, including \$39.44 in sales tax. Prior to purchase
11 Plaintiff Parker viewed Logitech's marketing materials for Logitech Alert Systems on its website
12 and was aware of Logitech's one-year warranty, which he understood would be included in his
13 purchase.

14 31. Plaintiff Parker began experiencing problems with his Logitech Alert System
15 within one month after he purchased it, which was well within Logitech's one-year warranty
16 period. Among other problems, Plaintiff Parker experienced the Alert System unexpectedly
17 going through a reboot phase that it would cycle through when it was supposed to be operating,
18 large gaps in recorded video indicating the cameras were not recording properly and/or that the
19 Alert System was deleting or not downloading and saving the video properly, problems with the
20 firmware, connectivity issues where Alert System was not detecting the cameras, problems with
21 the motion detection zone features not working properly, poor video quality, false alerts and
22 failed alerts, as well as a failure of the Indoor Add-On Camera. Plaintiff Parker immediately
23 provided Logitech with notice of the defects, and contacted customer support, both via Logitech's
24 online customer support system and via telephone throughout the summer and fall of 2013 and
25 beginning of 2014 to try and resolve his complaints and requested a refund. He spent many hours
26 trying to resolve his problems with his Alert System through written complaints, obtaining a
27 replacement SD card (per Logitech's suggestion at his own expense for an additional \$30),
28 submitting proof of purchase documentation which Logitech failed to timely process, and

1 troubleshooting. None of these efforts resolved his problems with the Alert System which
2 continued to fail and not work properly, yet Logitech would administratively close his
3 complaints. Logitech also informed Plaintiff Parker he would have to wait for a replacement
4 Alert System for an indefinite period of time because it was out of stock. He eventually obtained
5 a partial refund for one component of his system for \$230 but Logitech refused to refund his sales
6 tax or other amounts paid.

7 32. On or about January 17, 2014, Plaintiff Parker also submitted a complaint to the
8 Better Business Bureau, requesting a full refund for his Alert System. Logitech rejected
9 Plaintiff's complaint to the Better Business Bureau.

10 33. Had Plaintiff Parker known prior to purchase that the Logitech Alert System was
11 defective, that Logitech would not honor its warranty, and that Logitech was discontinuing the
12 Alert System and would not have adequate replacement systems or parts, he would not have
13 purchased the Alert System or would have paid less for it. Plaintiff Parker has been harmed as a
14 result of Logitech's conduct because, among other things, he purchased a Logitech Alert System
15 he would not have otherwise purchased, paid more for the Logitech Alert System than he would
16 have otherwise paid, purchased a purported home security system that was not merchantable and
17 fit for the ordinary purpose it was intended to serve, has spent hundreds of dollars on an Alert
18 System that does not function properly, has spent unnecessary time, effort and money trying to
19 get the Logitech Alert System to function, subjected himself to an increased safety risk because
20 he did not have an operable home security system when he could have purchased a properly
21 operating system from another manufacturer, and was denied the benefits of his warranties with
22 Logitech and under California law through Logitech's failure to honor its warranties and refusal
23 to issue a refund.

24 **CLASS ACTION ALLEGATIONS**

25 34. Pursuant to Code of Civil Procedure section 382, Plaintiff brings this action on
26 behalf of himself and a proposed "Class" defined as:

27 All purchasers of Logitech Alert Systems in the state of California within the past
28 four years.

1 Excluded from the Class are Logitech; any agent, affiliate, parent or subsidiary of Logitech; any
2 entity in which Logitech has a controlling interest; any officer, director or employee of Logitech;
3 and any Judge to whom this case is assigned as well as his or her immediate family. Plaintiff
4 reserves the right to amend or modify the Class definition as the litigation progresses or as
5 otherwise permitted by the Court or prevailing law. Plaintiff also reserves the right to seek one
6 or more subclasses of persons as appropriate on each of Plaintiff's causes of action.

7 35. Plaintiff brings this action as a putative class action pursuant to Code of Civil
8 Procedure section 382 because there are common questions of law and fact among the claims of
9 Plaintiff and the absent Class members, because there are hundreds, if not thousands, of potential
10 class members so that it would be impracticable, if not impossible, for each of them to file
11 individual actions, and because through this litigation Plaintiff may obtain benefits for himself
12 and the absent Class Members in one proceeding.

13 36. There are numerous common questions of law and fact that predominate the
14 litigation and can be efficiently adjudicated in this proceeding. The common questions exist as to
15 all members of the Class that include, but are not limited to the following:

- 16 a. The cause, nature, and extent of the defects in the Alert Systems;
 - 17 b. Whether, when and how Logitech identified the cause and nature of the
18 extent of the defects in the Alert Systems;
 - 19 c. Whether Logitech made material misrepresentations or omissions in the
20 marketing and sale of the Alert Systems to Class members;
 - 21 d. Whether Logitech's material misrepresentations or omissions in the
22 marketing and sale of the Alert Systems were likely to deceive Class
23 members;
 - 24 e. Why Logitech decided to discontinue the Alert Systems and whether
25 Logitech concealed its decision to discontinue the Alert Systems from
26 Class members;
 - 27 f. Whether Logitech breached its warranties with Class members;
- 28

- 1 g. Whether and how Logitech designed and employed a program to prevent
2 Class members from obtaining replacement parts, replacement Alert
3 Systems, or refunds in its warranty process while their warranty periods
4 lapsed;
- 5 h. Whether the Alert Systems were merchantable for the purpose of providing
6 reliable, continuous home security and safety;
- 7 i. Whether Logitech’s conduct violated California’s Unfair Competition Law,
8 Business and Professions Code section 17200 *et seq.*, California’s
9 Consumer Legal Remedies Act, Civil Code section 1750 *et seq.*, and the
10 Song-Beverly Consumer Warranty Act, Civil Code section 1790 *et seq.*;
- 11 j. Whether Logitech breach its express or implied warranties with Class
12 members;
- 13 k. Whether Logitech owes Class members damages and/or restitution, and, if
14 so, what is the proper measure and formula to determine the amounts; and
- 15 l. Whether Class members are entitled to injunctive and declaratory relief.

16 37. Plaintiff’s claims are typical and co-extensive of the other Class members’ claims
17 because he purchased a defective Logitech Alert System. Additionally, Plaintiff is an adequate
18 representative of the Class because his interests do not conflict with the interests of the members
19 of the Class he seeks to represent. Plaintiff has retained counsel experienced in complex class
20 action and consumer protection litigation, and Plaintiff intends to prosecute this action
21 vigorously. The interests of members of the Class will be fairly and adequately protected by
22 Plaintiff and Plaintiff’s counsel.

23 38. A class action is superior to other available means for the fair and efficient
24 adjudication of Plaintiff’s claims. The damages suffered by each individual Class member may
25 be limited, particularly given the burden and expense of individual prosecution of his or her
26 claims. Even if Class members could afford individual litigation, the court system could not.
27 Individualized litigation presents a potential for inconsistent or contradictory judgments.
28 Individualized litigation also increases the delay and expense to all parties and the court system.

1 By contrast, the class action device presents far fewer management difficulties, and provides the
2 benefits of a single adjudication, economies of scale, and comprehensive supervision by a single
3 court.

4 39. In the alternative, the Class may be certified because:

- 5 a. The prosecution of separate actions by individual Class members would
6 create a risk of inconsistent or varying adjudications with respect to
7 individual Class members which would establish incompatible standards
8 of conduct for Logitech;
- 9 b. The prosecution of separate actions by individual Class members would
10 create a risk of adjudications with respect to them which would, as a
11 practical matter, be dispositive of the interests of other Class members not
12 parties to the adjudications, or substantially impair or impede their ability
13 to protect their interests; and
- 14 c. Logitech has acted or refused to act on grounds generally applicable to the
15 Class, thereby making appropriate final injunctive relief with respect to
16 the members of the Class as a whole.

17 **TOLLING OR NON-ACCRUAL OF STATUTES OF LIMITATION**

18 40. Any applicable statutes of limitations have been tolled or have not run because
19 Logitech knowingly, actively, and fraudulently concealed the facts as alleged herein. Logitech
20 had actual and constructive knowledge of the wrongful courses of action alleged in this
21 Complaint. Plaintiff and Class members have been kept in ignorance of information essential to
22 the pursuit of their claims, without any fault or lack of diligence on their part. Plaintiff and Class
23 members reasonably relied upon Logitech to perform its statutory duty to provide legally required
24 disclosures regarding the defects in the Logitech Alert Systems and to comply with its warranty
25 obligations. Logitech's concealment of these facts before, during, and after the purchases of
26 Class members' Alert Systems prevented them from being on notice of any facts or information
27 that would have required them to inquire whether Logitech fulfilled its duties under the law and,
28 if not, whether Plaintiff and Class members had legal recourse.

- 1 c. Marketing and selling Alert Systems while concealing material facts from
2 Plaintiff and Class members regarding the defects in the Alert Systems that
3 would manifest both within and outside their express or implied warranty
4 periods that would create a safety risk for Plaintiff and Class members who
5 purchased the Alert Systems to provide reliable home security;
- 6 d. Concealing from purchasers that Logitech intended to discontinue
7 manufacture and sale of the Alert Systems that would leave customers with
8 inoperable, defective Alert Systems that Logitech could not repair or
9 replace because of an eventual shortage of supply of replacement parts and
10 systems;
- 11 e. Concealing from Class members that it was in breach and intended to
12 breach its warranty obligations by, among other things: (1) selling
13 defective Alert Systems (2) requiring customers to go through repetitive,
14 time-consuming, cumbersome, and unsuccessful troubleshooting processes;
15 (3) failing to replace customers' defective systems with non-defective
16 parts, software, or systems in a timely manner while warranty periods
17 lapsed; (4) repeatedly telling customers Alert Systems were on back-order
18 so that they could not be replaced during the warranty period; (5) creating
19 administrative hassles for customers to prove purchases and submit
20 exchange Alert Systems for repair and/or replacement; (6) replacing
21 defective parts and Alert Systems with defective parts and Alert Systems;
22 (7) misleading customers that their Alert Systems' problems would be
23 fixed with upcoming hardware and software fixes that never materialized
24 or did not actually work; (8) failing to implement successful software
25 upgrades that would resolve or improve the user experience and make the
26 Alert Systems functional for their intended purposes; and (9) failing to
27 provide appropriate refunds;
- 28 f. Violating the California Consumer Legal Remedies Act as set forth herein;

- 1 g. Violating the Song-Beverly Consumer Warranty Act as set forth herein;
2 and
3 h. Breaching its express and implied warranties with Class members as set
4 forth herein.

5 46. Logitech also violated the Unfair Competition Law because the utility of its
6 conduct as described in this Complaint is outweighed by the gravity of the consequences to
7 Plaintiff and Class members and because Logitech's conduct as described in this Complaint is
8 immoral, unethical, oppressive, unscrupulous or substantially injurious to Plaintiff and Class
9 members.

10 47. Plaintiff, on behalf of himself and Class members, has suffered injury as a direct
11 and proximate result of Logitech's fraudulent, unlawful and unfair business practices and is
12 therefore entitled to equitable relief, including restitution, disgorgement of profits Logitech
13 obtained from its fraudulent, unlawful and unfair business practices, and a permanent injunction
14 that enjoins Logitech from the unlawful practices described herein, as well as attorneys' fees and
15 costs of suit. Bus. & Prof. Code § 17203.

16 **SECOND CAUSE OF ACTION**
17 **Unlawful Practice in Sale of Consumer Goods in Violation of**
18 **California Consumers Legal Remedies Act**
(Cal. Civ. Code §§ 1750 *et. seq.*)

19 48. Plaintiff incorporates by reference and realleges all paragraphs previously
20 alleged herein.

21 49. Plaintiff and the Class members are "consumers" that purchased "goods" in the
22 form of Logitech's Alert Systems primarily for personal, family or household purposes within the
23 meaning of Civil Code section 1761.

24 50. Logitech is a "person" within the meaning of Civil Code section 1761(c).

25 51. Logitech violated California Consumer Legal Remedies Act, Civil Code
26 section 1770(a)(5) by representing that the Alert Systems have characteristics, uses or benefits,
27 which they do not have, and Civil Code section 1770(a)(7) by representing that the Alert Systems
28

1 are of a particular standard, quality, or grade, even though they are of another. Such conduct
2 includes, among other things:

- 3 a. Designing, manufacturing, marketing and selling Alert Systems to
4 consumers that contained material, fundamental defects without disclosing
5 such defects to consumers;
- 6 b. Marketing and selling Alert Systems that were not merchantable for the
7 purpose of providing reliable digital home video security services;
- 8 c. Marketing and selling Alert Systems while concealing material facts from
9 Plaintiff and Class members regarding the defects in the Alert Systems that
10 would manifest both within and outside their express or implied warranty
11 periods that would create a safety risk for Plaintiff and Class members who
12 purchased the Alert Systems to provide reliable home security;
- 13 d. Concealing from purchasers that Logitech intended to discontinue
14 manufacture and sale of the Alert Systems that would leave customers with
15 inoperable, defective Alert Systems that Logitech could not repair or
16 replace because of an eventual shortage of supply of replacement parts and
17 systems; and
- 18 e. Concealing from Class members that it was in breach and intended to
19 breach its warranty obligations by, among other things: (1) selling
20 defective Alert Systems; (2) requiring customers to go through repetitive,
21 time-consuming, cumbersome, and unsuccessful troubleshooting processes;
22 (3) failing to replace customers' defective systems with non-defective
23 parts, software, or systems in a timely manner while warranty periods
24 lapsed; (4) repeatedly telling customers Alert Systems were on back-order
25 so that they could not be replaced during the warranty period; (5) creating
26 administrative hassles for customers to prove purchases and submit
27 exchange Alert Systems for repair and/or replacement; (6) replacing
28 defective parts and Alert Systems with defective parts and Alert Systems;

1 (7) misleading customers that their Alert Systems' problems would be
2 fixed with upcoming hardware and software fixes that never materialized
3 or did not actually work; (8) failing to implement successful software
4 upgrades that would resolve or improve the user experience and make the
5 Alert Systems functional for their intended purposes; and (9) failing to
6 provide refunds.

7 52. Pursuant to California Civil Code sections 1752, 1780, and 1781, Plaintiff, on
8 behalf of himself other Class members, seeks actual and punitive damages in an amount to be
9 determined at trial, restitution of property, distribution of notice to the Class, an order of this
10 Court enjoining Logitech from the unlawful practices described herein and requiring Logitech to
11 conduct recalls and provide refunds, as well as an award of costs of litigation and attorneys' fees.

12 53. Pursuant to California Civil Code section 1782, on behalf of himself and other
13 Class members, Plaintiff notified Logitech in writing of the particular violations of section 1770
14 of the Consumers Legal Remedies Act via a certified letter sent August 10, 2015, return receipt
15 requested, to Logitech's legal department at 7700 Gateway Blvd., Newark, California 94650, and
16 to Logitech's registered agent of process in California, Bryan Ko, at 7600 Gateway Blvd.,
17 Newark, California, 94650. Plaintiff's CLRA demand letters to Logitech also included a copy of
18 his original complaint filed in this Court on or about August 10, 2015, and informed Logitech that
19 unless it complied with Plaintiff's demand he would amend his Complaint to include claims for
20 actual damages, punitive damages and all other damages permitted under the CLRA. Plaintiff's
21 undersigned counsel received return receipts via U.S. Mail indicating that Plaintiff's CLRA
22 demand letters were received by Logitech on August 12 and 13, 2015. More than 30 days have
23 passed and Logitech has failed to respond to Plaintiff's CLRA demand letters.

24 **THIRD CAUSE OF ACTION**
25 **Violation of the Song-Beverly Consumer Warranty Act**
26 **(Cal. Civ. Code §§ 1790 *et seq.*)**

27 54. Plaintiff incorporates by reference and realleges all paragraphs previously alleged
28 herein.

1 55. Logitech violated the Song-Beverly Consumer Warranty Act, by, among other
2 things:

- 3 a. Violating the implied warranties of merchantability by selling Alert
4 Systems to Plaintiff and Class Members while knowing that the Alert
5 Systems were defective, unreliable, and not suitable for providing home
6 security and safety, in violation of sections 1791.1 and 1791.2, and
7 therefore were not fit for the ordinary purpose for which the goods were
8 sold;
- 9 b. Breaching its one-year written express warranty that was posted on
10 Logitech's website and provided with the purchase of an Alert System that
11 warranted the Alert Systems would be free from defects and then further
12 breaching its warranty, by, among other things: (1) selling defective Alert
13 Systems; (2) requiring customers to go through repetitive, time-consuming,
14 cumbersome, and unsuccessful troubleshooting processes; (3) failing to
15 replace customers' defective systems with non-defective parts, software, or
16 systems in a timely manner while warranty periods lapsed; (4) repeatedly
17 telling customers Alert Systems were on back-order so that they could not
18 be replaced during the warranty period; (5) creating administrative hassles
19 for customers to prove purchases and submit exchange Alert Systems for
20 repair and/or replacement; (6) replacing defective parts and Alert Systems
21 with defective parts and Alert Systems; (7) misleading customers that their
22 Alert Systems' problems would be fixed with upcoming hardware and
23 software fixes that never materialized or did not actually work; (8) failing
24 to implement successful software upgrades that would resolve or improve
25 the user experience and make the Alert Systems functional for their
26 intended purposes; and (9) failing to provide refunds;
- 27 c. Selling Alert Systems that were electronics and appliance products for
28 prices in excess of \$100 without furnishing adequate service and repair

1 facilities, service literature and functional replacement parts for a period of
2 seven years after the manufacture of the Alert Systems in violation of
3 section 1793.03;

4 d. By failing to provide adequate service and repair facilities in the State of
5 California with sufficient service literature and replacement parts during
6 the one-year express warranty period in violation of section 1793.2;

7 56. Plaintiff and Class members have been harmed by Logitech's violations of the
8 Song-Beverly Consumer Warranty Act and are entitled pursuant to Civil Code section 1794 to
9 damages and other equitable relief necessary to bring Logitech into compliance with the Song-
10 Beverly Consumer Warrant Act including, but not limited to, issuing notice to Class members
11 about the defects in its Alert Systems and maintaining appropriate service and repair facilities
12 with replacement parts for a period of seven years after the manufacture of the last Alert System.
13 Plaintiff and Class members also seek an award of costs of litigation and attorneys' fees.

14 **FOURTH CAUSE OF ACTION**
15 **Breach of Express Warranty**

16 57. Plaintiff incorporates by reference and realleges all paragraphs previously alleged
17 herein.

18 58. Logitech is the designer, manufacturer, distributor and seller of Alert Systems that
19 expressly warranted in writing to Plaintiff and Class members on its website and in documents
20 provided with purchase that the Alert Systems had a one-year warranty and were "free from
21 defects in material and workmanship." Prior to purchase Plaintiff Parker viewed Logitech's
22 marketing materials for Logitech Alert Systems on its website and was aware of Logitech's one-
23 year warranty, which he relied on and understood would be included in his purchase. Logitech's
24 express warranties became part of the bases of the bargains between Logitech and Class
25 members, creating express warranties that the product purchased by Plaintiff and the Class would
26 conform to Logitech's warranty.

27 59. Logitech breached its express warranty by selling Alert Systems that it knew were
28 not free from defects, did not disclose the existence of any defects, and that Logitech would honor

1 its warranty, which it then further breached its warranty, by, among other things: (1) selling
2 defective Alert Systems; (2) requiring customers to go through repetitive, time-consuming,
3 cumbersome, and unsuccessful troubleshooting processes; (3) failing to replace customers'
4 defective systems with non-defective parts, software, or systems in a timely manner while
5 warranty periods lapsed; (4) repeatedly telling customers Alert Systems were on back-order so
6 that they could not be replaced during the warranty period; (5) creating administrative hassles for
7 customers to prove purchases and submit exchange Alert Systems for repair and/or replacement;
8 (6) replacing defective parts and Alert Systems with defective parts and Alert Systems;
9 (7) misleading customers that their Alert Systems' problems would be fixed with upcoming
10 hardware and software fixes that never materialized or did not actually work; (8) failing to
11 implement successful software upgrades that would resolve or improve the user experience and
12 make the Alert Systems functional for their intended purposes; and (9) failing to provide
13 appropriate refunds.

14 60. Logitech was aware of the defects in the Alert Systems at the time it sold them to
15 Plaintiff and Class members and during their one-year warranty periods. Plaintiff and Class
16 members also complained to Logitech about the problems with the Alert Systems soon after they
17 occurred and provided notices of its breach of its warranties. As a result of Logitech's breach of
18 express warranties, Class members have suffered damages because they have purchased Alert
19 Systems they would not have otherwise purchased and/or paid more for Alert Systems than they
20 would have otherwise paid. Plaintiff and Class members are entitled to receive damages from
21 Logitech in an amount to be determined at trial.

22 **FIFTH CAUSE OF ACTION**
23 **Breach of Implied Warranty of Merchantability**

24 61. Plaintiff incorporates by reference and realleges all paragraphs previously alleged
25 herein.

26 62. Logitech marketed and sold Alert Systems to function for the purpose of providing
27 consumers reliable, continuous digital home security systems that would provide safety to persons
28 and property, and that would permit Plaintiff and Class members to have real-time security alerts

1 and digital evidence in the form of recorded video of thefts, robberies, home invasions, and other
2 criminal activity. Plaintiff and Class members purchased Logitech's Alert Systems in order have
3 functioning reliable, continuous digital home security systems that would provide safety to
4 persons and property, and that would permit Plaintiff and Class members to have real-time
5 security alerts and digital evidence in the form of recorded video of thefts, robberies, home
6 invasions, and other criminal activity.

7 63. Logitech's Alert Systems suffered from fundamental defects which rendered the
8 Alert Systems unmerchantable and unfit for sale and use because they were defective to the extent
9 that they did not operate at all, or did not operate properly, continuously, and reliably in order to
10 provide the digital home security they were intended to. Among other things, Logitech's Alert
11 Systems were defective because: the cameras would not work properly, and did not turn on, stay
12 powered or record video as they were supposed to; because the micro SD cards installed in the
13 cameras failed and did not function properly; because connectivity problems between the cameras
14 rendered the system unusable; because they had problems with inoperable or faulty motion
15 sensors, as well as problems downloading video; they had problems with incoming video that
16 would "freeze;" they had poor picture quality; issued delayed security alerts; contained errors in
17 the camera's timestamps; and were rife with software bugs and glitches that made the systems
18 generally unreliable and inoperable.

19 64. Logitech was aware of the defects in the Alert Systems at the time it sold them to
20 Plaintiff and Class members and during their one-year warranty periods. Plaintiff and Class
21 members also complained to Logitech about the problems with the Alert Systems soon after they
22 occurred and provided notices of its breach of its warranties. As a result of Logitech's breach of
23 warranties, Class members have suffered damages because they have purchased Alert Systems
24 they would not have otherwise purchased and/or paid more for Alert Systems than they would
25 have otherwise paid. Plaintiff and Class members are entitled to receive damages from Logitech
26 in an amount to be determined at trial.

1 PRAYER FOR RELIEF

2 WHEREFORE, Plaintiff requests of this Court the following prayer for relief, on behalf of
3 himself and Class members:

4 A. An order certifying the Class pursuant to Code of Civil Procedure § 382 and
5 appointing Plaintiff and his counsel to represent the Class;

6 B. An award of compensatory, actual, and punitive damages in an amount to be
7 determined at trial;

8 C. Restitution and disgorgement of profits;

9 D. Awarding pre- and post- judgment interest;

10 E. Injunctive relief;

11 F. Declaratory relief;

12 G. Attorneys' fees, costs and expenses of suit, including expert witness fees; and

13 H. Such other relief as the Court may deem appropriate.

14
15 DATED: September 15, 2015

Respectfully submitted,

16 KAPLAN FOX & KILSHEIMER, LLP

17 By: 
18 Matthew B. George

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JURY DEMAND

Plaintiff, on his own behalf and on behalf of all others similarly situated, hereby demands
a trial by jury.

DATED: September 15, 2015

Respectfully submitted,

KAPLAN FOX & KILSHEIMER, LLP

By: 
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