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ALAMEDA COUNTY

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14 *Attorneys for Plaintiff CHRISTOPHER PARKER*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF ALAMEDA**

17 **CHRISTOPHER PARKER**, individually  
18 and on Behalf of All Others Similarly  
19 Situated,

20 Plaintiff,

21 v.

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

23 Defendants.

Case No. **RG 15 781276**

**CLASS ACTION**

**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

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 its marketing materials with videos submitted by customers that thwarted burglaries in progress,  
2 caught thieves, and stopped a possible intrusion from a wild black bear. Logitech captioned one  
3 video with the following:

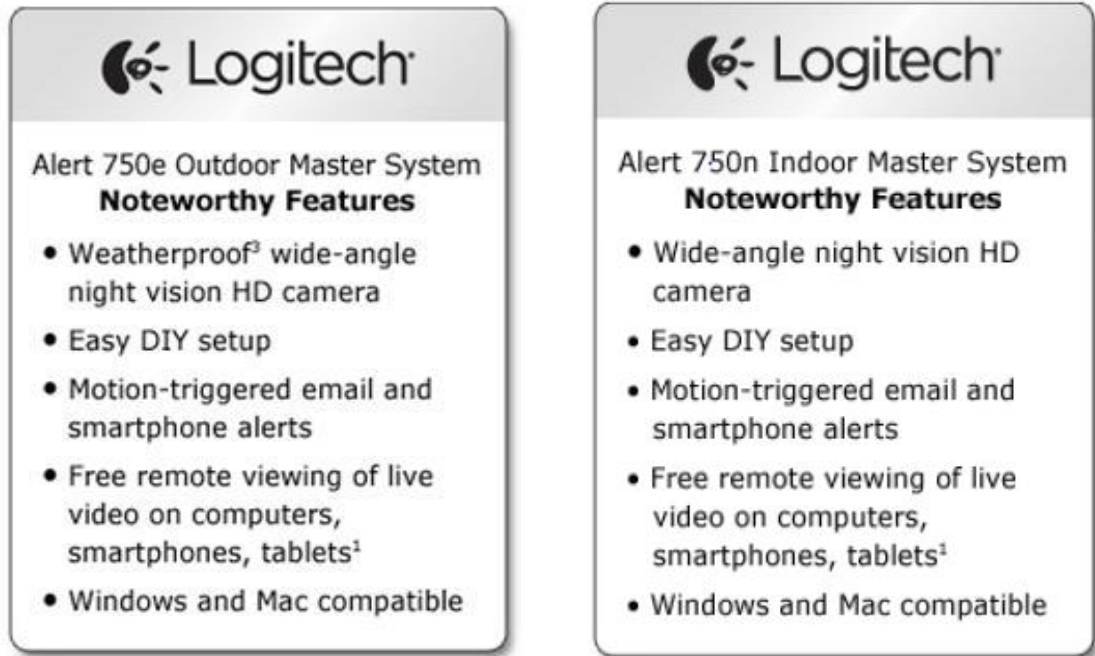
4           After being robbed previously during the year, customer uses Logitech's video  
5 surveillance system and eventually logs in to view a live stream of her house being  
6 robbed real-time. A quick call to 911 and the police were at the house in 4 minutes.

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 outlets  
12 to transmit video from the camera to your computer. Simply install the software,  
13 plug the network adapter into your router and wall power outlet, plug the camera  
14 into a nearby wall outlet—and you're ready. No professional installer, excessive  
15 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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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](http://www.logitech.com), and through online  
3 retailers like Amazon:



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

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

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.<sup>1</sup> 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; (2)  
20 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; (5)  
22 problems with inoperable or faulty motion sensors; (6) problems downloading video; (7)  
23 incoming video that would freeze; (8) poor picture quality; (9) delayed alerts; (10) errors in the  
24 camera’s timestamps, and; (11) software bugs and glitches that made the systems inoperable. As  
25 one customer explained:

26  
27 \_\_\_\_\_  
28 <sup>1</sup> 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% failure  
8 rate here.....wow<sup>2</sup>
  - 9 • I have purchased 4 total cameras, two of them have failed and it's been less  
10 than 1 year for both of those.
  - 11 • I have a four camera outdoor system. One by one they have all failed in  
12 regards to the micro sd cards. The camera fail at different times and  
13 completely stop working.
  - 14 • Two outdoor, and one indoor camera. They all three worked fine for about  
15 a week, but now I cannot see the indoor camera and one of the outdoor  
16 cameras.
  - 17 • I was a huge fan of this product, recommending it to many many people.  
18 What a let down. My 4th camera died today, the remaining 5th camera  
19 probably won't last much longer I'm tipping. Having spent thousands of  
20 dollars on this system I'm more than slightly annoyed.
  - 21 • My family purchased a Logitech master system two years ago and three  
22 add-on cameras in the next year. Within one year of original purchase, we  
23 had to contact customer service for a replacement camera twice.
  - 24 • Had these cameras for 6 months now. I started a thread a while ago about  
25 this problem, still seems to happen every other week which makes this  
26 product useless.. . This product is very unreliable. You cannot depend on  
27 this for home security.
  - 28 • The volume of common failed 700E cameras and associated bad press to  
Logitech should motivate Logitech to provide some type of repair service  
for the failed cameras. Maybe a recall of some sorts.
19. Frustrated buyers of Logitech's Alert Systems were equally vocal on internet retail

websites like Amazon.com, reporting:

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

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<sup>2</sup> Customer complaints have not been edited for spelling, punctuation, or grammar.



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- All cameras not working after 6 month. Was replaset and again fail to work. This is worst product I have.
- Worst decision ever. I have had the cameras for about 5 months now. They worked fine for about two months and ever since I have had nothing but problems. Cameras are no longer detected. SD cards don't stay formatted. Outdoor weatherproof camera got water in it and is now foggy (can't see anything) When the cameras are detected the image is black. I've contacted customer service for troubleshooting the suggestions don't work and so I ask to return them and get a refund. All I get is a if it is within 30 days we will be happy to refund if not we need to try some troubleshooting (which doesn't work). Not happy do not buy.
- Avoid these cameras like the plague.
- I called Logitech support the first time because both cameras had just decided to stop working all together. The truth is their technology is just not ready for primetime!
- I've had this for about 5 weeks and it worked fine until then... the camera is no longer detected and it doesn't work no matter what I try. DO NOT PURCHASE.
- Cam never worked so not a lot to review about this product except for the fact that you may have to deal with returning a non-working unit.
- This product had severe issues connecting and it ultimately failed.
- I purchased 12 cameras 8 of which have failed and had to be replaced. Troublesome to replace because Logitech does is not eager to replace cameras and sends back wrong items or short items.
- Dead out of the Box - Purchased the camera system due to a large amount of car break ins recently. Ran all the cabling, plugged everything in...and the camera wouldn't boot or hard reset. Apparently this happens fairly 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**

20. Facing a deluge of customer complaints and requests for warranty repairs and refunds, Logitech responded by designing and implementing a strategy to avoid honoring its

1 warranties by, among other things: (1) requiring customers to go through repetitive, time-  
2 consuming, cumbersome, and unsuccessful troubleshooting processes; (2) failing to replace  
3 customers' defective systems with non-defective parts, software, or systems in a timely manner  
4 while warranty periods lapsed; (3) repeatedly telling customers Alert Systems were on back-order  
5 so that they could not be replaced during the warranty period; (4) creating administrative hassles  
6 for customers to prove purchases and submit exchange Alert Systems for repair and/or  
7 replacement; (5) replacing defective Alert Systems with defective Alert Systems; (6) misleading  
8 customers that its Alert Systems' problems would be fixed with upcoming hardware and software  
9 fixes that never materialized or did not actually work; (7) failing to implement successful  
10 software upgrades that would resolve or improve the user experience and make the Alert Systems  
11 functional for their intended purposes; and (8) failing to provide refunds. As a result, Logitech  
12 strategically left customers without operable systems during the warranty period while it ran out  
13 the clock.

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

16 I am disappointed. I bought the Alert camera system and installed it and my  
17 outdoor camera only worked for a month. It was too late to return through  
18 Amazon so I contacted Logitech's warranty department. I was told I would be  
19 eligible for a replacement and that a shipping label would come to my email in  
20 24-48 hours. None came.

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

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

27 It's been well over a month now that I've not had a working camera - not a very  
28 effective security system with a non functional and now a non-existent camera. I  
contacted support today concerned that my issue has been closed and yet here I  
am without my broken camera or any news of receiving a replacement. I am now  
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.

1  
2 I guess Logitech expects their customers who trust in their ability to provide  
3 security (through an expensive camera system) to just wait patiently for their  
4 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.<sup>3</sup>

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

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

### 17 **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 \_\_\_\_\_  
28 <sup>3</sup> (Amazon.com user Bria Thompson – August 17, 2013.)

1 defective Alert Systems but continued to sell its remaining stock to unsuspecting customers who  
2 would eventually be stuck with significant investments in defective products that Logitech would  
3 be unable to repair or replace. In fact, during this time Logitech continued to mislead customers  
4 that it was eventually going to solve the problems and come out with new cameras. As one  
5 customer explained on Logitech's forum: "I spoke to support last week and I was also told that  
6 they will be coming out with new cameras in early 2015 that will be better and more stable. They  
7 said they will work with our existing systems. I hope that is true. I have one dead camera that  
8 can't be fixed or replaced."

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

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

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

25 26. Logitech also exclusively knew that its sale of defective Alert Systems was in  
26 breach of consumer warranty laws and obligations. First, Logitech knew that its Alert Systems  
27 were not warrantable for the purpose of providing consumers with reliable, continuous, digital  
28 video home security that the Alert Systems were intended to provide because it designed,

1 manufactured, and tested the defective Alert Systems that were unreliable, needed constant  
2 upgrades and repairs, or were altogether inoperable. Second, Logitech actively concealed it  
3 would breach its express warranties because, among other things, the Alert Systems were rife  
4 with defects that could not be effectively repaired, because Logitech failed to maintain an  
5 adequate supply of repair and replacement parts and equipment, that Logitech would put  
6 customers through difficult administrative and procedural hassles to discourage them from  
7 pursuing warranty claims, that Logitech would refuse to provide refunds, and that Logitech would  
8 stonewall customer complaints while their warranty periods lapsed. As a result of Logitech's  
9 conduct, Logitech's Alert Systems actually placed consumers at an increased safety risk because  
10 the Alert Systems were faulty, defective, and could not protect buyers from the home security  
11 risks the products were intended to alert buyers of and prevent, such as break-ins and robberies.

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

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

1 information deceived Plaintiff and other customers into investing hundreds or thousands of  
2 dollars in Logitech Alert Systems that they could have spent on alternative, properly functioning  
3 home security systems.

4 29. As a direct and proximate result of Logitech's conduct, consumers purchased  
5 Logitech Alert Systems they would not have otherwise purchased, paid more for Logitech Alert  
6 Systems than they would have otherwise paid, and have been subject to an increased safety risk  
7 because they purchased faulty home security systems that were defective and not suitable for the  
8 purpose for which they were sold. Logitech's conduct has violated California's consumer  
9 protection and warranty laws, and buyers are accordingly entitled to damages, restitution, and  
10 injunctive relief

#### 11 **PLAINTIFF'S EXPERIENCE**

12 30. Plaintiff Christopher Parker purchased a Logitech Alert System directly from  
13 Logitech through its website on August 23, 2013. As part of his Logitech Alert System, Plaintiff  
14 Parker purchased an Alert 750e Outdoor Master System for \$349.99, an Alert 700n Indoor Add-  
15 On Camera for \$229.99, and a one-year Alert Web and Mobile Commander Subscription for  
16 \$79.99. Plaintiff Parker paid Logitech \$600.41, including \$39.44 in sales tax. Prior to purchase  
17 Plaintiff Parker viewed Logitech's marketing materials for Logitech Alert Systems on its website  
18 and was aware of Logitech's one-year warranty, which he understood would be included in his  
19 purchase.

20 31. Plaintiff Parker began experiencing problems with his Logitech Alert System  
21 within one month after he purchased it, which was well within Logitech's one-year warranty  
22 period. Among other problems, Plaintiff Parker experienced the Alert System unexpectedly  
23 going through a reboot phase that it would cycle through when it was supposed to be operating,  
24 large gaps in recorded video indicating the cameras were not recording properly and/or that the  
25 Alert System was deleting or not downloading and saving the video properly, problems with the  
26 firmware, connectivity issues where Alert System was not detecting the cameras, problems with  
27 the motion detection zone features not working properly, poor video quality, false alerts and  
28 failed alerts, as well as a failure of the Indoor Add-On Camera. Plaintiff Parker immediately

1 provided Logitech with notice of the defects, and contacted customer support, both via Logitech's  
2 online customer support system and via telephone throughout the summer and fall of 2013 and  
3 beginning of 2014 to try and resolve his complaints and requested a refund. He spent many hours  
4 trying to resolve his problems with his Alert System through written complaints, obtaining a  
5 replacement SD card (per Logitech's suggestion at his own expense for an additional \$30),  
6 submitting proof of purchase documentation which Logitech failed to timely process, and  
7 troubleshooting. None of these efforts resolved his problems with the Alert System which  
8 continued to fail and not work properly, yet Logitech would administratively close his  
9 complaints. Logitech also informed Plaintiff Parker he would have to wait for a replacement  
10 Alert System for an indefinite period of time because it was out of stock. He eventually obtained  
11 a partial refund for one component of his system for \$230 but Logitech refused to refund his sales  
12 tax or other amounts paid.

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

16 33. Had Plaintiff Parker known prior to purchase that the Logitech Alert System was  
17 defective, that Logitech would not honor its warranty, and that Logitech was discontinuing the  
18 Alert System and would not have adequate replacement systems or parts, and he would not have  
19 purchased the Alert System or would have paid less for it. Plaintiff Parker has been harmed as a  
20 result of Logitech's conduct because, among other things, he purchased a Logitech Alert System  
21 he would not have otherwise purchased, paid more for the Logitech Alert System than he would  
22 have otherwise paid, purchased a purported home security system that was not merchantable and  
23 fit for the ordinary purpose it was intended to serve, has spent hundreds of dollars on an Alert  
24 System that does not function properly, has spent unnecessary time, effort and money trying to  
25 get the Logitech Alert System to function, subjected himself to an increased safety risk because  
26 he did not have an operable home security system when he could have purchased a properly  
27 operating system from another manufacturer, and was denied the benefits of his warranties with  
28

1 Logitech and under California law through Logitech's failure to honor the warranty and refusal to  
2 issue a refund.

### 3 CLASS ACTION ALLEGATIONS

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

6 All purchasers of Logitech Alert Systems in the state of California within the past  
7 four years.

8 Excluded from the Class are Logitech; any agent, affiliate, parent or subsidiary of  
9 Logitech; any entity in which Logitech has a controlling interest; any officer, director or  
10 employee of Logitech; and any Judge to whom this case is assigned as well as his or her  
11 immediate family. Plaintiff reserves the right to amend or modify the Class definition as  
12 the litigation progresses or as otherwise permitted by the Court or prevailing law.

13 Plaintiff also reserves the right to seek one or more subclasses of persons as appropriate  
14 on each of Plaintiff's causes of action.

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

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

- 24 a. The cause, nature, and extent of the defects in the Alert Systems;
- 25 b. Whether, when and how Logitech identified the cause and nature of the extent of  
26 the defects in the Alert Systems;
- 27 c. Whether Logitech made material misrepresentations or omissions in the marketing  
28 and sale of the Alert Systems to Class members;



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

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

26 38. A class action is superior to other available means for the fair and efficient  
27 adjudication of Plaintiff’s claims. The damages suffered by each individual Class member may  
28 be limited, particularly given the burden and expense of individual prosecution of his or her

1 claims. Even if Class members could afford individual litigation, the court system could not.  
2 Individualized litigation presents a potential for inconsistent or contradictory judgments.  
3 Individualized litigation also increases the delay and expense to all parties and the court system.  
4 By contrast, the class action device presents far fewer management difficulties, and provides the  
5 benefits of a single adjudication, economies of scale, and comprehensive supervision by a single  
6 court.

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

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

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

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

1 Class members' Alert Systems prevented them from being on notice of any facts or information  
2 that would have required them to inquire whether Logitech fulfilled its duties under the law and,  
3 if not, whether Plaintiff and Class members had legal recourse.

4 41. At all times prior to, during, and since the purchase of Plaintiff's and Class  
5 members' Alert Systems, Logitech has been under a continuing duty to disclose the true facts  
6 regarding the defects in the Alert Systems. Because of Logitech's willful concealment of material  
7 information concerning the Alert Systems over a period of years, Logitech is estopped from  
8 relying on any statute of limitations defense as to the claims of the members of the Class. To the  
9 extent Logitech asserts that it provided any notices or disclosures regarding the Alert System's  
10 defects to Class members, whether in correspondence or otherwise, any such disclosures were  
11 incomplete, misleading, and were designed and drafted with the intent to induce reliance and  
12 inaction on the part of Class members to prevent them from asserting their legal rights.

13 42. Plaintiff Parker did not discover the facts constituting Logitech's unlawful conduct  
14 until a date within the limitations period governing this action. Plaintiff is not at fault for not  
15 having knowledge of the unlawful conduct that Logitech has perpetrated given Logitech's  
16 extensive efforts over the course of many years, including years subsequent to his purchase, to  
17 conceal defects in the Alert Systems, and its intentions to breach its warranties. Accordingly, any  
18 statutes of limitations governing Plaintiff's and Class members' claims should be tolled.

19 **FIRST CAUSE OF ACTION**  
20 **Unlawful, Unfair and Fraudulent Business Acts and Practices**  
21 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

22 43. Plaintiff incorporates by reference and realleges all paragraphs alleged herein.

23 44. Logitech's acts and practices constitute unlawful, unfair, and fraudulent business  
24 practices in violation of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

25 45. Logitech engaged in fraudulent, unlawful and unfair business practices in violation  
26 of the Unfair Competition Law by, among other things:

- 27 a. Designing, manufacturing, marketing and selling Alert Systems to consumers that  
28 contained material, fundamental defects without disclosing such defects to  
consumers;

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

1 h. Breaching its express and implied warranties with Class members as set forth  
2 herein.

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

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

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

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

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

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

24 51. Logitech violated California Consumer Legal Remedies Act, Civil Code section  
25 1770(a)(5) by representing that the Alert Systems have characteristics, uses or benefits, which  
26 they do not have, and Civil Code section 1770(a)(7) by representing that the Alert Systems are of  
27 a particular standard, quality, or grade, even though they are of another. Such conduct includes,  
28 among other things:

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- a. Designing, manufacturing, marketing and selling Alert Systems to consumers that contained material, fundamental defects without disclosing such defects to consumers;
- b. Marketing and selling Alert Systems that were not merchantable for the purpose of providing reliable digital home video security services;
- c. Marketing and selling Alert Systems while concealing material facts from Plaintiff and Class members regarding the defects in the Alert Systems that would manifest both within and outside their express or implied warranty periods that would create a safety risk for Plaintiff and Class members who purchased the Alert Systems to provide reliable home security;
- d. Concealing from purchasers that Logitech intended to discontinue manufacture and sale of the Alert Systems that would leave customers with inoperable, defective Alert Systems that Logitech could not repair or replace because of an eventual shortage of supply of replacement parts and systems; and
- e. Concealing from Class members that it was in breach and intended to breach its warranty obligations by, among other things: (1) selling defective Alert Systems; (2) requiring customers to go through repetitive, time-consuming, cumbersome, and unsuccessful troubleshooting processes; (3) failing to replace customers' defective systems with non-defective parts, software, or systems in a timely manner while warranty periods lapsed; (4) repeatedly telling customers Alert Systems were on back-order so that they could not be replaced during the warranty period; (5) creating administrative hassles for customers to prove purchases and submit exchange Alert Systems for repair and/or replacement; (6) replacing defective parts and Alert Systems with defective parts and Alert Systems; (7) misleading customers that their Alert Systems' problems would be fixed with upcoming hardware and software fixes that never materialized or did not actually work; (8) failing to implement successful software upgrades that would resolve or

1 improve the user experience and make the Alert Systems functional for their  
2 intended purposes; and (9) failing to provide refunds.

3 52. Pursuant to California Civil Code sections 1752, 1780, and 1781, Plaintiff, on  
4 behalf of himself other Class members, seeks restitution of property, distribution of notice to the  
5 Class, an order of this Court enjoining Logitech from the unlawful practices described herein and  
6 requiring Logitech to conduct recalls and provide refunds, as well as an award of costs of  
7 litigation and attorneys' fees.

8 53. Pursuant to California Civil Code section 1782, Plaintiff is notifying Logitech in  
9 writing of the particular violations of section 1770 of the Consumers Legal Remedies Act via a  
10 certified letter, return receipt requested, sent to Logitech's legal department at 7700 Gateway  
11 Blvd., Newark, California 94650, and to Logitech's registered agent of process in California,  
12 Bryan Ko, at 7600 Gateway Blvd., Newark, California, 94650. Should Logitech fail to  
13 adequately respond to Plaintiff's notice within 30 days, Plaintiff will amend his complaint to seek  
14 actual and punitive damages in an amount to be determined at trial.

15 **THIRD CAUSE OF ACTION**  
16 **Violation of the Song-Beverly Consumer Warranty Act**  
17 **(Cal. Civ. Code §§ 1790, *et seq.*)**

18 54. Plaintiff incorporates by reference and realleges all paragraphs previously alleged  
19 herein.

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

- 22 a. Violating the implied warranties of merchantability by selling Alert Systems to  
23 Plaintiff and Class Members while knowing that the Alert Systems were defective,  
24 unreliable, and not suitable for providing home security and safety, in violation of  
25 sections 1791.1 and 1791.2, and therefore were not fit for the ordinary purpose for  
26 which the goods were sold;
- 27 b. Breaching its one-year written express warranty that was posted on Logitech's  
28 website and provided with the purchase of an Alert System that warranted the  
Alert Systems would be free from defects and then further breaching its warranty,

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

15 c. Selling Alert Systems that were electronics and appliance products for prices in  
16 excess of \$100 without furnishing adequate service and repair facilities, service  
17 literature and functional replacement parts for a period of seven years after the  
18 manufacture of the Alert Systems in violation of section 1793.03;

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

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



1 **FOURTH CAUSE OF ACTION**  
2 **Breach of Express Warranty**

3 57. Plaintiff incorporates by reference and realleges all paragraphs previously alleged  
4 herein.

5 58. Logitech is the designer, manufacturer, distributor and seller of Alert Systems that  
6 expressly warranted in writing to Plaintiff and Class members on its website and in documents  
7 provided with purchase that the Alert Systems had a one-year warranty and were “free from  
8 defects in material and workmanship.” Prior to purchase Plaintiff Parker viewed Logitech’s  
9 marketing materials for Logitech Alert Systems on its website and was aware of Logitech’s one-  
10 year warranty, which he relied on and understood would be included in his purchase. Logitech’s  
11 express warranties became part of the bases of the bargains between Logitech and Class  
12 members, creating express warranties that the product purchased by Plaintiff and the Class would  
13 conform to Logitech’s warranty.

14 59. Logitech breached its express warranty by selling Alert Systems that it knew were  
15 not free from defects, did not disclose the existence of any defects, and that Logitech would honor  
16 its warranty, which it then further breached its warranty, by, among other things: (1) selling  
17 defective Alert Systems; (2) requiring customers to go through repetitive, time-consuming,  
18 cumbersome, and unsuccessful troubleshooting processes; (3) failing to replace customers’  
19 defective systems with non-defective parts, software, or systems in a timely manner while  
20 warranty periods lapsed; (4) repeatedly telling customers Alert Systems were on back-order so  
21 that they could not be replaced during the warranty period; (5) creating administrative hassles for  
22 customers to prove purchases and submit exchange Alert Systems for repair and/or replacement;  
23 (6) replacing defective parts and Alert Systems with defective parts and Alert Systems; (7)  
24 misleading customers that their Alert Systems’ problems would be fixed with upcoming hardware  
25 and software fixes that never materialized or did not actually work; (8) failing to implement  
26 successful software upgrades that would resolve or improve the user experience and make the  
27 Alert Systems functional for their intended purposes; and (9) failing to provide appropriate  
28 refunds.



1 rendered the system unusable; because they had problems with inoperable or faulty motion  
2 sensors, as well as problems downloading video; they had problems with incoming video that  
3 would “freeze;” they had poor picture quality; issued delayed security alerts; contained errors in  
4 the camera’s timestamps; and were rife with software bugs and glitches that made the systems  
5 generally unreliable and inoperable.

6 64. Logitech was aware of the defects in the Alert Systems at the time it sold them to  
7 Plaintiff and Class members and during their one-year warranty periods. Plaintiff and Class  
8 members also complained to Logitech about the problems with the Alert Systems soon after they  
9 occurred and provided notices of its breach of its warranties. As a result of Logitech’s breach of  
10 warranties, Class members have suffered damages because they have purchased Alert Systems  
11 they would not have otherwise purchased and/or paid more for Alert Systems than they would  
12 have otherwise paid. Plaintiff and Class members are entitled to receive damages from Logitech  
13 in an amount to be determined at trial.

#### 14 **PRAYER FOR RELIEF**

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

- 17 A. An order certifying the Class pursuant to Code of Civil Procedure § 382 and  
18 appointing Plaintiff and his counsel to represent the Class;
- 19 B. An award of compensatory, actual, and punitive damages in an amount to be  
20 determined at trial;
- 21 C. Restitution and disgorgement of profits;
- 22 D. Awarding pre- and post- judgment interest;
- 23 E. Injunctive relief;
- 24 F. Declaratory relief;
- 25 G. Attorneys’ fees, costs and expenses of suit, including expert witness fees; and  
26 H. Such other relief as the Court may deem appropriate.
- 27  
28

1 DATED: August 7, 2015

Respectfully submitted,

2 KAPLAN FOX & KILSHEIMER, LLP

3 By: 

4  
5 Laurence D. King (SBN 206423)  
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16 [mchoi@kaplanfox.com](mailto:mchoi@kaplanfox.com)

*Attorneys for Plaintiff CHRISTOPHER PARKER*

12 **JURY DEMAND**

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

15 DATED: August 7, 2015

Respectfully submitted,

16 KAPLAN FOX & KILSHEIMER, LLP

17 By: 

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