

Laurence D. King (SBN 206423)  
Matthew B. George (SBN 239322)  
Mario M. Choi (SBN 243409)  
KAPLAN FOX & KILSHEIMER LLP  
1999 Harrison Street, Suite 1560  
Oakland, CA 94612  
Telephone: 415-772-4700  
Facsimile: 415-772-4707  
Email: [lking@kaplanfox.com](mailto:lking@kaplanfox.com)  
[mgeorge@kaplanfox.com](mailto:mgeorge@kaplanfox.com)  
[mchoi@kaplanfox.com](mailto:mchoi@kaplanfox.com)

*Attorneys for Plaintiff CHRISTOPHER PARKER*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

# COUNTY OF ALAMEDA

**CHRISTOPHER PARKER**, Individually  
and on Behalf of All Others Similarly  
Situated,

Case No.: RG15781276

**DECLARATION OF MATTHEW B.  
GEORGE IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Plaintiff.**

V.

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

### Defendants.

I, Matthew B. George, declare and state as follows:

1. I am an attorney with the law firm of Kaplan Fox & Kilsheimer LLP and I represent Plaintiff Christopher Parker in this matter. I have personal knowledge of the facts stated herein, having been the principal attorney for Plaintiff Christopher Parker since the inception of this litigation in 2015. I submit this Declaration in Support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement. A true and correct copy of the Parties' Settlement Agreement is attached hereto as **Exhibit 1**.

## Procedural Background

2. In 2015, my law firm, Kaplan Fox & Kilsheimer LLP, (“Kaplan Fox”) was retained by Plaintiff Parker to investigate and prosecute potential claims involving consumer fraud and warranty problems involving the Logitech Alert System, of which he was a purchaser and user. Based on our investigation, on August 10, 2015, we filed the instant case in the Alameda County Superior Court (the “*Parker Action*”), which was assigned to the Hon. George Hernandez (Ret.). Plaintiff Parker’s Complaint generally alleged that the Alert Systems were deceptively marketed because the technology was flawed and incapable of providing the comprehensive digital video home security system that consumers expected. Plaintiff Parker also alleged that Logitech was in violation of its contractual warranties as well as those provided by California law.

3. The *Parker* Action has been heavily litigated within this Court. Plaintiff's Complaint originally survived a motion to strike Plaintiff's class allegations, and the Parties engaged in extensive discovery. Among other things, the Parties negotiated an ESI protocol that resulted in the production of 25,647 documents, including emails as well as technical specifications, testing reports, and other data. Each side took pertinent depositions, with Plaintiff deposing eight key engineers, executives, and customer service personnel in locations including San Diego, California and Denver, Colorado. Plaintiff Parker also sat for a full day deposition as well responded to over one-hundred written discovery requests, including document requests, interrogatories, and requests for admissions. The Parties had numerous discovery disputes requiring extensive and lengthy meet and confers and had to seek the Court's resolution on a number of issues. Plaintiff also issued a number of third-party subpoenas to former Logitech personnel and third-party retailers such as Amazon and

1 Best Buy that sold the Alert Systems. The Parties also attended a number of case management  
2 conferences to address discovery, scheduling, and other matters.

3       4. Plaintiff Parker also issued a pre-class certification “Pioneer” notice to potential class  
4 members, informing them of the litigation and that their contact information would be provided to  
5 Plaintiff’s counsel if they did not choose to opt out. As a result, approximately 9,000 potential  
6 California class members had their contact information shared with Plaintiffs’ counsel, who they  
7 communicated with and provided a number of defunct Alert Systems for examination by Plaintiff’s  
8 counsel and their experts at Berkeley Engineering and Research, Inc. (“BEAR”).

9       5. On September 13, 2017, Plaintiff Parker filed a motion for class certification, which  
10 was submitted with dozens of documentary exhibits and deposition testimony, and an expert analysis  
11 of the alleged technical issues with the Alert System from BEAR. Logitech vigorously opposed  
12 Plaintiff’s motion, providing its own rebuttal expert from Exponent Labs. Each side took document  
13 discovery of the other’s expert witness, who each sat for two days of depositions. The Court heard  
14 Plaintiff’s motion on October 10, 2017, which was subsequently denied by order of October 18,  
15 2017. Plaintiff Parker appealed the order to the First District Court of Appeals. The Parties fully  
16 briefed the appeal, and a hearing was held on February 19, 2019. The Court of Appeals denied  
17 Plaintiff’s appeal on February 25, 2019.

18       6. While the Parties were litigating the *Parker* Action, Kaplan Fox filed two additional  
19 class actions on behalf of Alert System consumers in federal court. The first, *Shapiro v. Logitech*,  
20 Case No. 3:17-cv-00673-FLW-TJB, was filed on January 31, 2017 in the District of New Jersey,  
21 Trenton Division (the “*Shapiro* Action”), and assigned to the Hon. Freda Wolfson. The *Shapiro*  
22 Action originally had named Plaintiffs Ed Shapiro and Steven Chernus, from the states of New Jersey  
23 and Pennsylvania, respectively. Subsequently, a third case, *Anderson v. Logitech*, Case No. 1:17-  
24 cv-06104, was filed on August 22, 2017 in the Northern District of Illinois and assigned to the Hon.  
25 Harry Leinenweber (the “*Anderson* Action”). Jim Anderson of Illinois is the named Plaintiff in that  
26 matter.

27       7. Logitech, also represented by Wilson Elser in those other matters, vigorously  
28 defended them as well. Logitech filed many dispositive motions, including motions to dismiss for

lack of jurisdiction, motions to dismiss for failure to state a claim, motions to strike Plaintiffs' class allegations, and motions to compel arbitration. The Courts in the *Shapiro* and *Anderson* Actions eventually denied Logitech's motions to compel arbitration and granted limited relief to dismiss Plaintiff Chernus on jurisdictional grounds, certain aspects of Plaintiffs' class claims, and certain individual state law claims. The Courts in those matters also had regular status conferences, and the Parties took additional written and document discovery. Plaintiffs had yet to file class certification motions on those matters at the time of settlement.

## **Settlement Negotiations**

9       8.      The Parties first attended a mediation in Los Angeles, California, on June 22, 2016,  
10 with the Hon. Peter Lichtman (Ret.) of JAMS, and returned approximately one year later, on July  
11 24, 2017, for another day session with Judge Lichtman. The matters did not settle. Subsequently,  
12 the Parties retained the Hon. Marc Marmaro of Judicate West in Los Angeles and attended another  
13 mediation on December December 18, 2019. Although the matter did not settle at the mediation,  
14 the Parties continued settlement discussions both with and without the assistance of Judge Marmaro  
15 and eventually reached a settlement in 2020. Since that time the Parties have been finalizing the  
16 settlement terms, documenting the settlement, and dealing with the intervening issues caused by the  
17 COVID-19 pandemic. At all times, the Parties' settlement discussions were conducted at arm's  
18 length with most of the negotiations facilitated by two highly-regarded former California trial court  
19 judges with experience in the complex litigation departments of Los Angeles County.

## **Terms of the Settlement and Estimated Recovery**

21       9.     Although this matter did not reach summary judgment or trial, the record in this case  
22 is extensive, with thousands of documents produced, pertinent deposition practice conducted, and a  
23 significant effort at class outreach. As a result, I feel confident that the settlement is a reasonable  
24 compromise of the claims in this case, given my experience in class action litigation and results in  
25 similar cases. The Alert System was on the market for a relatively short period of time, from late-  
26 2010 through approximately 2014, with sales and markeing efforts being phased out beginning in  
27 late 2012. In California for example, the Pioneer notice was issued to approximately 9,000 class  
28 members identified in Logitech's records, and discovery indicated that the product was marketed

1 and consumed more heavily in tech friendly California. Logitech's current records, which have yet  
2 to be de-duplicated by the notice administrator, indicate a class of approximately 50,000-60,000  
3 individuals. Thus, it is a relatively small slice of the market for a consumer electronic and was a  
4 niche product that did not sell tens of millions of products in the United States like most cell phone  
5 models or video gaming consoles.

6       10. Discovery indicated that the products' retail sales price was between \$200-300 on  
7 average, with Logitech's records indicating some consumers owning approximately 2-3 cameras  
8 (although some set up Alert Systems with more). Accordingly, the proposed base payment of \$50  
9 per consumer represents a 16-25% recovery. For consumers who did purchase "add-on" cameras,  
10 which retailed for less, they are eligible to obtain an additional \$20 per camera (with proof of  
11 purchase), which is approximately 10% of the retail price for an add-on camera, which cost less than  
12 the main Alert System that came with the necessary software to install and run the system. Although  
13 this is not a full recovery, it is generally in line with other consumer product class action settlements  
14 in California, and the outcome here is also driven by a number of factors unique to this case,  
15 including: (a) the relatively small amount of Alert System products sold in the United States in the  
16 relevant time period; (b) the fact that the Plaintiffs' principal theories of liability were deceptive  
17 marketing which do not generally result in a 100% recovery of purchase price but rather the  
18 difference between what the consumer expected and what the consumer received (sometimes called  
19 a "price premium"); (c) the fact that the Alert Systems were used by many consumers for years which  
20 means they obtained some use out of the devices; (d) the loss in value over time of the devices that  
21 went on sale over 10 years ago and have been discontinued for five years; and (e) the rulings in this  
22 and the related cases, including the denial of Plaintiff Parker's motion for class certification by this  
23 Court and its subsequent review on appeal, and initial dispositive motion practice in the related  
24 *Shapiro* and *Anderson* Actions that narrowed their cases. While Plaintiffs' obviously hoped to  
25 recover more in this litigation, an \$850,000 settlement fund should be sufficient to reasonably  
26 compensate interested consumers especially considering the circumstances of this case. Indeed, this  
27 is the rare case that results in a class recovery even after the denial of class certification.  
28

1       11. The Court’s guidelines on preliminary approval also request that counsel “must break  
2 out the potential recovery by claims, injuries, and recoverably costs and attorneys’ fees so that the  
3 court can discern the potential cash value of the claims and how much the case was discounted for  
4 settlement purposes.” Each of the Plaintiffs’ Complaints generally alleged the same theories of  
5 recovery: (a) claims for damages under statue consumer protection statutes and warranty laws; (b)  
6 restitution under state consumer protection and unjust enrichment laws; and (c) injunctive relief for  
7 warranty compliance. Generally, claims for damages and restitution in a consumer protection case  
8 such as this are duplicative in that the consumer will only recover once per product purchased, and  
9 that sum is usually not the total amount paid for the product when it was used and the injury stems  
10 from price premiums for marketing claims or warranty deficiencies as those alleged here. And, as  
11 this Court previously found even claims for full damages on warranty theories have class  
12 certification issues that could prevent any recovery by the class. Plaintiffs’ claims for injunctive  
13 relief to obtain warranty compliance are hard to quantify since Plaintiffs were seeking to have better  
14 warranty programs and repairs for Alert Systems, but given that the products were no longer being  
15 manufactured there were no more warranty replacements available to consumers and as a result, their  
16 recovery would likely have only been monetary, and thus duplicative of their recoveries under a  
17 damage or restitution scenario.

## **Attorneys' Fees and Costs**

19       12. Although this matter did not reach summary judgment or trial, the record in this case  
20 demonstrates that the litigation was both lengthy, vigorous, and highly contested. Over the past five  
21 years Plaintiffs' counsel have expended a tremendous amount of resources investigating Plaintiffs'  
22 claims, reviewing thousands of documents, issuing a Pioneer notice, litigating multiple motions to  
23 dismiss, strike or compel arbitration, working with an experienced and costly engineering expert  
24 research firm, taking depositions and attending hearings in multiple states, and attending three  
25 mediations in Los Angeles. Accordingly, Plaintiffs' counsel have incurred significant time and  
26 expense litigating this matter that exceeds the amount recovered.

27       13. Under the terms of the Settlement, Plaintiffs' counsel intend to seek 100% of all actual  
28 costs expended on behalf of the Plaintiff classes, such as those for notice, discovery, deposition and

1 hearing travel, and experts expended on behalf of the class, but that amount shall not exceed  
2 \$270,000, or approximately 28% of the Settlement Fund. Although Plaintiffs will provide a more  
3 detailed and final accounting of their expenses in connection with final approval, a review of  
4 expenses incurred to date shows Plaintiffs have incurred over \$250,000 in costs to date. In addition  
5 to their costs, Plaintiffs' counsel may file a motion for attorneys' fees not to exceed \$100,000—but  
6 only if the claims do not exceed 50% of the Settlement Fund. Thus, although Plaintiffs' counsel  
7 have expended over \$2 million in attorneys' fees litigating this matter throughout state, federal, and  
8 appellate courts over the past five years, they may not ultimately recover any compensation for their  
9 work, and to the extent they do it will be a fraction of their potential lodestar. After the claims  
10 accounting is finished, should Plaintiffs' counsel file a motion for attorneys' fees in connection with  
11 final approval they can provide a more detailed analysis of their hours expended to date, all of which  
12 have been recorded in contemporaneous time records.

13        14. Kaplan Fox also requests that the Court appoint Laurence D. King and myself as  
14 counsel for the Settlement Class. Our firm, and Mr. King and myself in particular, have extensive  
15 experience in class action litigation, including claims arising from consumer technology. A copy of  
16 Kaplan Fox's firm resume is attached as **Exhibit 2**.

## **Plaintiffs' Incentive Awards**

18       15. In consideration of their efforts on behalf of the litigation, Plaintiffs intend to seek  
19 incentive awards in the amount of \$3,750 for Plaintiff Parker and \$1,250 for each Plaintiff in the  
20 *Anderson* and *Shapiro* Actions that includes current Plaintiffs Anderson and Shapiro as well as  
21 former Plaintiff Steven Chernus (who was a Plaintiff in the original *Shapiro* Action and was still  
22 preserving his right to appeal or re-file his claim in another state). Each of the Plaintiffs has provided  
23 valuable time and efforts on behalf of the case over the past few years, including conferring with  
24 counsel about case status, discovery, pertinent court rulings, and settlement negotiations. In addition  
25 to Plaintiffs providing written discovery and document productions, Plaintiff Parker also gave in a  
26 full day deposition in Los Angeles, California, for which he spent an additional day preparing with  
27 counsel, and had his Alert System removed from his home so that the Parties' experts could examine

1 and test it. Plaintiffs also had to preserve pertinent remnants of their Alert Systems and potentially  
2 discoverable documents.

3 **Reasonableness of the Settlement**

4 16. Plaintiffs' counsel have thoroughly investigated and researched the potential claims  
5 in this case and the potential outcomes and believe that the settlement is fair, reasonable, and  
6 adequate considering the strengths and weaknesses of Plaintiffs' claims and the current litigation  
7 posture. This is not a case where shortly after the pleadings were filed that the parties reach a  
8 proposed resolution. This litigation stretches back five years in three different states has involved  
9 no less than seven judges on the trial and appellate benches and two retired judges who mediated.  
10 There have been numerous rulings on the pleadings, discovery, and arbitration issues. Discovery  
11 has been thorough, and relevant witnesses have been interviewd and deposed. While Plaintiffs  
12 believed in the strength of their liability case, this Court denied class certification of a California  
13 only class, and it is uncertain whether any California or other class could be alternatively certified in  
14 federal court. Should the litigation have progressed, the Parties would have expended further  
15 resources on class certification and summary judgment motions before multiple courts. Meanwhile,  
16 the products at issue were growing obsolete as consumers were upgrading to newer technologies,  
17 and the delays caused by further litigation were unlikely to increase the value of the case. Any  
18 recovery at all was questionable given the posture of the case and the settlement here provides a  
19 notable and meaningful relief in the light of these challenges. Accordingly, the Parties request that  
20 the Court grant preliminary approval so that Class members who wish to participateand obtain their  
21 recovery may do so.

22 Executed this 4th day of February, 2021, at Pacifica, California.

23 

24 Matthew B. George

25

26

27

28

# **Exhibit 1**

1 Laurence D. King (SBN 206423)  
2 Matthew B. George (SBN 239322)  
3 Mario M. Choi (SBN 243409)  
4 KAPLAN FOX & KILSHEIMER LLP  
5 1999 Harrison Street, Suite 1560  
Oakland, CA 94612  
Telephone: 415-772-4700  
Facsimile: 415-772-4707

6 Attorneys for Plaintiff CHRISTOPHER PARKER

7 Martin K. Deniston (State Bar No. 106737)  
8 Robert M. Anderson (State Bar No. 75698)  
9 Craig C. Hunter (State Bar No. 71299)  
WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER LLP  
10 555 South Flower Street, Suite 2900  
Los Angeles, California 90071  
Telephone: (213) 443-5100  
Facsimile: (213) 443-5101

12 Attorneys for Defendant LOGITECH INC.

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

17 CHRISTOPHER PARKER, ED SHAPIRO, ) Case No.: RG15781276  
18 STEVEN CHERNUS, and JAMES )  
19 ANDERSON, individually and on Behalf of ) Assigned for All Purposes to:  
All Others Similarly Situated, ) Judge: Hon. Brad Seligman  
Plaintiffs, ) Department: 23  
20 v. )  
21 )  
LOGITECH, INC., and DOES 1-10, ) **JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT**  
22 )  
Defendants.  
23

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

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

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

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

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

4           **2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

1           2.30 “Settlement Administration Costs” means the fees and expenses reasonably  
2 incurred by the Settlement Administrator as a result of the procedures and processes expressly  
3 required by this Stipulation.

4           2.31 “Settlement Administrator” means Angeion Group based at 1650 Arch Street,  
5 Suite 2210, Philadelphia, PA 19103. .

6           2.32 “Settlement Payment” means the amount due each Participating Claimant under  
7 the terms of this Stipulation as calculated in Section 5.6.1.

8           2.33 “Settlement Participation Request” means a notice form returned to the Settlement  
9 Administrator by a Participating Claimant dated and signed by them (by hand or electronically)  
10 and setting forth their request to receive a Settlement Payment and the address to which the  
11 Settlement Payment is to be mailed by the Settlement Administrator.

12          2.34 “Settlement Pool” is the portion of the Maximum Settlement Amount available  
13 for distribution to Participating Claimants. It equals the Maximum Settlement Amount less court-  
14 approved payments for attorneys’ fees and costs, Settlement Administration Costs, and the  
15 Service Payment to the Class Representatives.

16          2.35 “Stipulation” or “Settlement” shall mean this Joint Stipulation of Class Action  
17 Settlement, signed by the Parties and counsel for all of the Parties.

18          **3. DESCRIPTION OF THE LITIGATION**

19          3.1 Beginning in August 2010, Logitech Inc. (“Logitech”) began to market and sell  
20 high definition digital video home surveillance systems (“Alert Systems”) to consumers  
21 throughout the United States. Logitech’s Alert System was comprised of four main components:  
22 (1) a master camera that could either be intended for indoor or outdoor use; (2) up to six  
23 additional cameras that could be linked with the master camera; (3) software that could be  
24 installed on purchaser’s computers and other devices using Windows or Apple operating  
25 systems; and (4) an optional subscription service called the “Web and Mobile Commander” that  
26 was intended to utilize additional product features such as searching and viewing recorded video  
27 on the customers’ smartphones so customers could immediately see the video footage that might  
28 have triggered an alert.

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

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

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

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

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

25        **4. POSITION OF THE PARTIES**

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

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

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

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

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

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

24           **5. OPERATIVE TERMS OF SETTLEMENT**

25       The Parties agree as follows:

26           **5.1 Class Certification for Settlement Purposes**

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

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

7           5.2     Maximum Settlement Amount

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

23           5.3     Service Payment to Class Representatives

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

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

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

16        5.4     Attorneys' Fees and Costs

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

25        5.5     Settlement Administrator

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

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

13           5.5.2 The actions of the Settlement Administrator shall be governed by the terms of this  
14 Stipulation and any orders of the Court.

15           5.5.3 In the event that either Logitech's Counsel or Class Counsel take the position that  
16 the Settlement Administrator is not acting in accordance with the terms of the Stipulation, such  
17 counsel shall meet and confer first with opposing counsel and/or, if necessary, with the  
18 Settlement Administrator to attempt to resolve the issue.

19           5.6     Calculation of Settlement Payments

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

28

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

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

19           5.7     Releases

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

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

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

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

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

5

## 6. NOTICE TO CLASS

7       6.1 Preliminary Approval

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

16       6.2 Notice

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

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

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

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

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

28

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

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

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

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

26           6.3     Final Approval

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

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

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

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

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

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

16           6.4     Funding and Distribution of the Settlement Proceeds

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

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

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

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

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

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

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

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

26       **8. MISCELLANEOUS PROVISIONS**

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

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

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

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

25              **To Plaintiff**

26              Matthew George

27              Kaplan, Fox & Kilsheimer LLP

28              1999 Harrison Street, Suite 1560

1                   Oakland, CA 94612

2                   **To Defendant:**

3                   Martin K. Deniston

4                   WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP

5                   555 S. Flower Street, Suite 2900

6                   Los Angeles, CA 90071

7                 8.4     The Parties hereto agree that the terms and conditions of this Stipulation are the  
8 result of lengthy, intensive, arm's-length negotiations between the Parties and that this  
9 Stipulation shall not be construed in favor of or against any Party by reason of the extent to  
10 which any Party or its counsel participated in the drafting of this Stipulation. Before declaring  
11 any provision of this Settlement Agreement invalid, the Court will first attempt to construe the  
12 provision as valid to the fullest extent possible consistent with applicable precedents so as to  
13 define all provisions of this Settlement Agreement valid and enforceable.

14                8.5     The Parties and their counsel agree that before and after the filing of the Motion  
15 for Preliminary Approval, the Parties and their counsel agree not to initiate publicity about the  
16 Settlement, including issuing a press release, initiating contact with the media, or posting  
17 information on a website, except as required by law or by the Court. If the Parties or their  
18 counsel are contacted by the media or other third parties about the Settlement, they can decline to  
19 comment, or they can respond to questions by accurately describing the terms of the Settlement,  
20 or by referencing the third parties to the documents filed with the Motion for Preliminary  
21 Approval.

22                8.6     Plaintiffs shall refrain from making any oral, written, electronic, or Internet  
23 statements or postings (which includes social media) of fact or opinion that disparage any of the  
24 Releasees, including any of their officers, directors, employees, services, programs, business  
25 affairs, products or services, operations, management practices, or employment practices.  
26 Plaintiffs agree that, except as required by law, they will not make any oral, written, electronic,  
27 or Internet statements or postings (which includes social media) of fact or opinion that disparage  
28 any of the Releasees, including any of their officers, directors, employees, products, services,

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

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

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

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

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

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

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

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

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

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

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

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

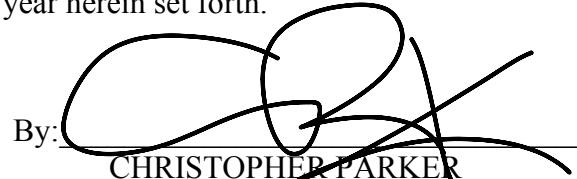
22      8.17 Paragraph titles or captions contained in the Stipulation are inserted as a matter of  
23 convenience and for reference, and in no way define, limit, extend, or describe the scope of this  
24 Stipulation, or any provision thereof.

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

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

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

5  
6 Dated: January\_\_\_\_, 2021

By:   
CHRISTOPHER PARKER

7  
8 Dated: January\_\_\_\_, 2021

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

9  
10 Dated: January\_\_\_\_, 2021

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

11  
12 Dated: January\_\_\_\_, 2021

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

13  
14 Dated: January\_\_\_\_, 2021

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

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

17  
18 Dated: January\_\_\_\_, 2021

KAPLAN FOX & KILSHEIMER LLP

19  
20  
21 By: \_\_\_\_\_  
Matthew B. George  
Laurence D. King  
Attorneys for Plaintiff  
Christopher Parker

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

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

5  
6 Dated: January\_\_\_\_, 2021

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

7  
8 Dated: January19, 2021

By:   
ED SHAPIRO

9  
10 Dated: January\_\_\_\_, 2021

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

11  
12 Dated: January\_\_\_\_, 2021

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

13  
14 Dated: January\_\_\_\_, 2021

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

15  
16 Approved as to form only.

17  
18 Dated: January\_\_\_\_, 2021

KAPLAN FOX & KILSHEIMER LLP

19  
20  
21 By: \_\_\_\_\_  
Matthew B. George  
Laurence D. King  
Attorneys for Plaintiff  
Christopher Parker

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

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

5  
6 Dated: January\_\_\_\_, 2021

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

7  
8 Dated: January\_\_\_\_, 2021

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

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

9  
10 Dated: January\_\_\_\_, 2021

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

11  
12 Dated: January\_\_\_\_, 2021

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

13  
14 Approved as to form only.

15  
16 Dated: January\_\_\_\_, 2021

KAPLAN FOX & KILSHEIMER LLP

17  
18 Dated: January\_\_\_\_, 2021

19  
20  
21 By: \_\_\_\_\_  
Matthew B. George  
Laurence D. King  
Attorneys for Plaintiff  
Christopher Parker

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

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

5  
6 Dated: January\_\_\_\_, 2021

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

7  
8 Dated: January\_\_\_\_, 2021

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

9  
10 Dated: January\_\_\_\_, 2021

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

11  
12 Dated: January\_\_\_\_, 2021

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

13  
14 Dated: January\_\_\_\_, 2021

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

15  
16 Approved as to form only.

17  
18 Dated: January\_\_\_\_, 2021

KAPLAN FOX & KILSHEIMER LLP

19  
20  
21 By: \_\_\_\_\_  
Matthew B. George  
Laurence D. King  
Attorneys for Plaintiff  
Christopher Parker

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

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

5  
6 Dated: January\_\_\_\_, 2021

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

7  
8 Dated: January\_\_\_\_, 2021

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

9  
10 Dated: January\_\_\_\_, 2021

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

11  
12 Dated: January\_\_\_\_, 2021

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

13  
14 Dated: February 1, 2021

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


15  
16 Approved as to form only.

17  
18 Dated: January\_\_\_\_, 2021

KAPLAN FOX & KILSHEIMER LLP

19  
20  
21 By: \_\_\_\_\_  
Matthew B. George  
Laurence D. King  
Attorneys for Plaintiff  
Christopher Parker

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

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

5  
6 Dated: January\_\_\_\_, 2021

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

7  
8 Dated: January\_\_\_\_, 2021

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

9  
10 Dated: January\_\_\_\_, 2021

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

11  
12 Dated: January\_\_\_\_, 2021

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

13  
14 Dated: January\_\_\_\_, 2021

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

15  
16 Approved as to form only.

17  
18 Dated: Feb. 2, 2021

KAPLAN FOX & KILSHEIMER LLP

19  
20  
21 By:   
Matthew B. George  
Laurence D. King  
Attorneys for Plaintiff  
Christopher Parker

1 Dated: January, 2021

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WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER LLP

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

# EXHIBIT A

## EMAIL NOTICE

### **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AUTHORIZED BY THE ALAMEDA COUNTY SUPERIOR COURT**

#### **You Are NOT Being Sued**

**If you purchased a Logitech Alert you may be entitled to a  
payment from a class action settlement.**

*This notice has been approved by the Court and is not a solicitation from a lawyer. Please read this notice carefully, as your legal rights will be affected whether or not you act.*

#### **BASIC INFORMATION**

##### **1. Why was this Notice issued?**

A Court authorized this notice because you may have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. You have this right if you are a member of the Settlement Class, defined in Question 5, below. This Notice explains the lawsuit, the Settlement, and your legal rights. You are NOT being sued. The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made only if the Court approves the Settlement and after any appeals have been resolved.

If you are a Settlement Class Member, your legal rights and options are as follows.

<b>LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY [DATE]</b>	This is the only way to receive a payment. For more information on how to submit a claim, see question 7 below.
<b>EXCLUDE YOURSELF (OPT OUT) BY [DATE]</b>	Ask to get out (opt out) of the proposed Settlement. You will not be entitled to receive any payments or benefits from the Settlement, but this is the only option that allows you to bring your own lawsuit about the issues being settled in this case. For more information on this option, see question 10 below.
<b>COMMENT ON THE SETTLEMENT BY [DATE] AND/OR GO TO THE HEARING ON [DATE]</b>	Write to the Court explaining why you support or oppose the proposed Settlement and/or provide written notice that you would like to speak at the final fairness hearing. For more information on this option, see questions 11-13 below.
<b>DO NOTHING</b>	Receive no payment from Logitech, but if the settlement is approved, you will give up the right to sue. For more information on this option, see question 14 below.

## **2. What is a class action?**

In a class action, one or more people called class representatives sue on behalf of a group or a “class” of people who have similar claims. The Class Representatives or Plaintiffs in this lawsuit are Christopher Parker, James Anderson, Ed Shapiro, and Stephen Chernus. In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## **3. What is this lawsuit about?**

Plaintiffs’ Claims: This lawsuit alleges that the Logitech Alert System contained certain flaws or defects, performed unreliably, and that customers had issues using Logitech’s warranty program. The lawsuit claims that Logitech breached its express and implied warranties with Alert System purchasers and violated state consumer protection laws.

Defendant’s Claims: Logitech vigorously disputes these allegations, and denies that there are any flaws or defects with the Alert Systems and that any customer was unable to get full warranty service. Logitech denies that it has breached its warranties with any customer or violated any law, and denies that a class of purchasers could bring common claims that would entitle them to pursue or receive relief as a class.

The Court(s) have not decided whether Plaintiffs or Logitech should win this case.

## **4. Why is there a settlement?**

Plaintiffs and Logitech recognize that continued litigation is expensive, risky, and time-consuming. Plaintiffs recognize that any relief that could come to class members from this lawsuit could take many years to be awarded, if it is ever awarded. And Logitech recognizes that a costly lawsuit would divert resources from running its business and maintaining the company’s strong commitment to customer service. Therefore, Plaintiffs and their attorneys have concluded that settlement is in the best interests of the class because it provides a recovery now while avoiding the risk, expense, uncertainty, and delay of pursuing the case through a lengthy trial and any appeals. Logitech has decided to settle the case to avoid the further risk, cost, and other burdens of protracted litigation and appeals.

## **ARE YOU A SETTLEMENT CLASS MEMBER?**

## **5. Who is included in the Settlement?**

You are included in this Settlement if you purchased or received as a gift a **Logitech Alert System** since August 10, 2011. Excluded from the proposed Settlement Class are any person or entity who has released their claims against Logitech; any person or entity who has purchased or acquired an Alert System for commercial use or resale; Logitech and any parent, subsidiary, affiliate, or employee; and any judicial officer to whom the Action is assigned. Settlement Class Members include all persons who are members of the Settlement Class, as

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defined above, who do not opt-out of the Settlement in a timely and correct manner. Opting out is described in Question 10.

## WHAT WILL YOU GET FROM THE SETTLEMENT?

### 6. What benefits does the Settlement Provide to Settlement Class Members?

#### If you are a Settlement Class Member and the Settlement is Approved:

- **You may be eligible to receive a payment or reimbursement for your Logitech Alert System.** You may receive \$50 for your first Alert System without a proof of purchase, as well as \$20 for up to ten (10) additional Alert System cameras with proof of purchase(s). To obtain a payment, you will need to read question 7 and follow the steps provided in the answer.
- **Logitech will pay agreed litigation costs,** including the costs of giving notice to the class, administering the settlement, a Court-approved incentive award to the class representative, and a Court-approved award of attorneys' fees and expenses to Class Counsel up to the amounts identified under question 8 below.
- **Logitech has agreed to pay \$850,000 in total,** which will include payments for claims, administration of the settlement, incentive awards, attorneys' fees, and costs.

### 7. How can I submit a Claim to get a payment?

Settlement Class Members may submit a Claim if they purchased an Alert System. Each Settlement Class Member may file a claim to seek a payment of: (1) \$50 without proof of purchase so long as your email address is registered with Logitech as an Alert System customer; and (2) an additional \$20 per additional Alert System camera with proof of purchase.

If you are a Settlement Class Member whose Alert System is covered by the settlement, as described above, you may download and/or fill out a Claim Form from the Settlement Website at [www.AlertSystemSettlement.com](http://www.AlertSystemSettlement.com). You can request a hard copy by calling the Settlement Administrator at 1-800-xxx-xxxx.

To obtain the base payment of \$50 you do NOT need to have a proof of purchase. You just need to complete the claim form and have your email address match a registered Alert System customer from Logitech's database, along with an attestation under penalty of perjury that the information provided is accurate.

To obtain additional payments of up to \$20 per Alert System (excluding the Alert System for which you can receive \$50), you must provide a copy of a receipt or other proof of purchase that identifies the purchase date and price for each additional Alert System camera. This could be obtained from your purchase histories on consumer websites (like Amazon) where you made the purchases or email confirmations of the purchases, as well as hard copy receipts if the purchase was made in-store. You may seek payments for purchases of up to ten (10) additional cameras

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with proofs of purchase, for a total of \$250. You will also need to make an attestation under penalty of perjury that the information provided is accurate.

Please note that the settlement payments in the amounts described above may be adjusted upwards or downwards depending on the number of claims filed. In other words, instead of receiving \$50, you may end up receiving \$60 or you may end up receiving \$40. However, all funds will be disbursed regardless of the number of claims.

Completed Claim Forms and supporting materials should be uploaded directly online at [www.AlertSystemSettlement.com](http://www.AlertSystemSettlement.com) or sent via email to [ADD]. If your Claim Form is deficient, you will be notified in writing and be given the opportunity to correct the deficiency within 21 days. If you submit a timely Claim Form showing that you qualify for a payment, and assuming the Court finally approves the Settlement Agreement and the settlement becomes effective, you will receive your payment electronically or via check. **If you elect to receive a check, you must deposit or cash the check within 90 days after the date on the check.** If you do not, the check will be void and you will no longer be entitled to any payment, but you will still be bound by the terms of the Settlement, including the release of your claims.

Although you may file a Claim now, no benefits will be distributed until the Settlement becomes effective. The Effective Date is defined as the first business day after the occurrence of all of the following conditions: (i) the Court has preliminarily approved the Settlement and entered the Preliminary Approval Order, (ii) the Court has granted final approval to the Settlement and entered the Final Order and Judgment; and (iii) the time to appeal the Final Order and Judgment has expired without any such appeal having been timely filed, or, if appealed, the Final Order and Judgment has been affirmed on appeal in all material respects, subject to no further right of review. **The Settlement Website ([www.AlertSystemSettlement.com](http://www.AlertSystemSettlement.com)) will display information about the Effective Date and will be updated to show the Effective Date.**

## WHO ARE MY ATTORNEYS?

### **8. Who are the attorneys representing the class and how will they be paid?**

The Court has appointed the following attorneys and law firms to represent the class as legal counsel:

Laurence D. King  
Matthew B. George  
Mario M. Choi  
KAPLAN FOX & KILSHEIMER LLP  
1999 Harrisson Street, Suite 1560  
Oakland, CA 94612  
Telephone: (415) 772-4700

When the attorneys representing the class (called “Class Counsel”) ask the Court to approve the Settlement, they will also apply to the Court for a reimbursement of costs of

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litigation not to exceed \$270,000, which includes reimbursement for things like travel for hearings and depositions, expert engineering witnesses fees, issuing notices to potential class members, and transcripts. Additionally, if settlement payments for valid, timely Claims do not exceed 50% of the Settlement Fund, Class Counsel may also seek an award of reasonable attorneys' fees no greater than \$100,000. Since the beginning of this litigation in August 2015, Class Counsel have pursued the case on behalf of class members purely on a contingent basis and received no compensation for their services or reimbursement of their expenses. Accordingly, Class Counsel will request reasonable reimbursements to compensate them for time and expenses incurred.

Class Counsel will also ask the Court to approve incentive awards for the class representative, Christopher Parker, in the amount of \$3,750, and to class representatives James Anderson, Ed Shapiro, and Steven Chernus, in the amount of \$1,250 each, for their initiative and efforts pursuing this case on behalf of the class, which included consulting with attorneys over the past many years, submitting their Alert Systems for examination, and providing testimony. Any awards for attorneys' fees, reimbursement of expenses, or incentive awards approved by the Court will be paid by Logitech from the Settlement Fund.

## **WHAT ARE MY OTHER OPTIONS?**

### **9. What am I giving up if I stay in the class or submit a claim?**

You must stay in the class to submit a claim. By staying in the class, you will give up any right you may have to pursue, continue to pursue, or participate in any other lawsuit against Logitech or its affiliates concerning the Logitech Alert System even if you do not submit a claim. The legal claims you will release are described more fully in the Settlement Agreement, which is available for viewing at [www.AlertSystemSettlement.com](http://www.AlertSystemSettlement.com). If the Court approves the Settlement, you will also be bound by the Court's orders in this case, including the final judgment, which will dismiss all claims asserted on behalf of the class and order the parties to implement the Settlement.

If you wish to keep your right to sue or continue a lawsuit concerning Logitech Alert Systems, you must exclude yourself from the class.

### **10. How can I exclude myself from the class and Settlement?**

If you wish to exclude yourself from the class and Settlement, you must submit a written exclusion request. If you exclude yourself, you cannot file a claim for payments under the settlement, you will not be bound by the final judgment, and you will retain the right to pursue your own lawsuit concerning the Alert System.

To request exclusion, you must write a letter or postcard that lists your name, address, telephone number, email address, and states that you wish to be excluded from the class and settlement in *Parker v. Logitech.*, Case No. RG15781276. You must sign the letter or postcard and send it to the Claims Administrator at [ADDRESS], postmarked by [DATE] or, if delivered

**QUESTIONS? VISIT [WWW.ALERTSYSTEMSETTLEMENT.COM](http://WWW.ALERTSYSTEMSETTLEMENT.COM)**

by a delivery service other than U.S. Mail, so that it is received no later than [EXCLUSION DEADLINE].

## **11. How can I tell the Court what I think about the Settlement?**

Unless you exclude yourself as described under question 10, you can comment in support of or in opposition to the settlement, Class Counsel's application for attorneys' fees and expenses, or the request for incentive awards for the class representatives. You must submit any objections or comments in writing.

You must send the original of your objections or comments to the Clerk of the Court and send copies to Class Counsel and Logitech's counsel at the following addresses, so that your objections or comments are received no later than [OBJECTION DEADLINE]:

Clerk of the Court  
Alameda County Superior Court  
Attn: Department 23 Logitech Alert Settlement  
1225 Fallon Street  
Oakland, CA 94612

Class Counsel:

Matthew B. George  
KAPLAN FOX & KILSHEIMER LLP  
1999 Harrison Street, Suite 1560  
Oakland, CA 94612

Counsel for Logitech:

Martin Deniston  
WILSON ELSER LLP  
555 Flower Street, Suite 2900  
Los Angeles, CA 90071

Your objections or comments (a) must include a reference at the beginning to *Parker v. Logitech*, Case No. RG15781276; (b) must list your name, address, and telephone number; (c) must be signed by you; and (d) must state your position and the reasons for your position. You must include copies of any documents you wish the Court to consider. If you do not present your views in writing in compliance with the foregoing procedure and deadline, your views may not be considered, and you will waive any objections you have.

As described below, the Court will hold a hearing to decide whether to approve the Settlement. If you submit written objections or comments and wish to appear and speak at the hearing, your objections or comments must include a statement that you intend to appear and speak at the fairness hearing, set forth the position you intend to present at the hearing, and include copies of any documents you wish the Court to consider. If you want your own lawyer to appear and speak at the hearing on your behalf, you must also state in your written objections or comments that you intend to have your lawyer appear and speak for you, and list the name, address, and telephone number of your lawyer.

## **12. When and where will the Court hold a hearing on the fairness of the settlement?**

**QUESTIONS? VISIT WWW.ALERTSYSTEMSETTLEMENT.COM**

This lawsuit is pending before the Honorable Judge Brad Seligman of the Alameda County Superior Court of the State of California. On [REDACTED], 2021, at [REDACTED] a.m./p.m., Judge Seligman will hold a hearing on the fairness of the settlement and whether it should be approved. The hearing will be held in Department 23 of the Rene C. Davidson Courthouse of the Superior Court of Alameda County in the State of California, 1225 Fallon St., Oakland, CA 94612. At the hearing, Judge Seligman will also consider Class Counsel's application for attorneys' fees and expenses and the request for an incentive awards for the class representatives.

### **13. Do I have to come to the hearing? May I speak at the hearing?**

You are not required to attend the hearing to have the Court consider your written comments or objections. You or your lawyer may attend the hearing if you wish, at your own expense. If you wish to speak at the hearing, you must submit written comments or objections, including a statement that you intend to appear and speak at the hearing, in compliance with the procedures and deadline set forth under question 12 above.

### **14. What happens if I do nothing at all?**

If you do nothing at all and the Settlement is approved, you will receive no payment or other benefits from the settlement. However, you will still be a part of the class, and your legal claims will be released as described under question 9 above, and you will be prohibited from pursuing them.

### **15. How do I get more information?**

This notice provides only a summary of information about the Settlement. For more details, you may wish to review the Settlement Agreement and other documents available for viewing at [www.AlertSystemSettlement.com](http://www.AlertSystemSettlement.com). You can also get more information by calling the Settlement Administrator toll free at [1-800-xxx-xxxx](tel:1-800-xxx-xxxx) or Class Counsel at 1-415-772-4700.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb, [insert hyperlink - <https://publicrecords.alameda.courts.ca.gov/PRS/>]. After arriving at the website, click the 'Search By Case Number' link, then enter RG15781276 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

If you would like more information, you may also contact Class Counsel by contacting them at 1-415-772-4700 or [nlee@kaplanfox.com](mailto:nlee@kaplanfox.com).

**PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT.**

**QUESTIONS? VISIT [WWW.ALERTSYSTEMSETTLEMENT.COM](http://WWW.ALERTSYSTEMSETTLEMENT.COM)**

Your claim must  
be postmarked by:  
**[DEADLINE  
DATE]**

ALAMEDA COUNTY SUPERIOR COURT  
PARKER V. LOGITECH, No. RG15781276

## Claim Form

LGT

### I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone

Email Address

Email Address Registered with Logitech as an Alert System Customer

Please enter your  
Notice ID #

if you received a Notice by email or mail.

### II. CLAIM OPTIONS -CHECK THE APPROPRIATE BOX(ES))

I purchased an Alert System and am seeking the \$50 payment.

You do not need to provide proof of purchase. Your email address must be registered with Logitech as an Alert System customer.

I am seeking an additional \$20 for each additional Alert System camera I purchased (maximum of 10 cameras).

Enter the number of additional Alert System cameras you are claiming: \_\_\_\_\_

You must provide proof of purchase for **each** Alert System camera.

---

### **III. PAYMENT OPTIONS - SELECT ONE**

---

I would like my payment sent via PayPal or Venmo. My PayPal or Venmo account is: \_\_\_\_\_

I would like to receive a check via mail. I understand it is my responsibility to inform the Claims Administrator of any changes to my contact information provided in Section I of this Claim Form.

---

### **IV. VERIFICATION AND ATTESTATION UNDER OATH**

---

By signing below and submitting this Claim Form, I hereby swear under oath that I am a Settlement Class Member as defined in the Settlement Agreement. I further swear under oath that the information provided in this Claim Form is, to the best of my knowledge, true and correct, and that I have not submitted another claim in connection with this Settlement and know of no other person having done so on my behalf.

Date: \_\_\_\_\_

Your signature

MM      DD      YYYY

\_\_\_\_\_  
Your name

#### **REMINDER CHECKLIST**

1. Please check and make sure you completed the entire Claim Form.
2. Please check and make sure that you signed and dated the Claim Form.
3. If you are requesting payment for additional Alert System cameras, please remember to enclose proof of purchase documentation that identifies the purchase date and price for each additional Alert System camera.
4. Please keep a copy of your completed Claim Form and any supporting documentation for your own records.
5. If you move or change addresses while your claim is pending, please make sure you provide the Claims Administrator with your correct updated address to make sure you receive any payment owed to you under the Settlement.
6. If you have any questions, please first refer to the settlement website, [www.AlertSystemSettlement.com](http://www.AlertSystemSettlement.com). You may also contact the Claims Administrator by calling the toll-free number, **1-XXX-XXX-XXXX**, by email to **XXXXXX**, or by writing via U.S. mail addressed to Logitech Alert Settlement, c/o Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

# EXHIBIT B

1  
2  
3  
4  
5  
6  
7  
8                   **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9                   **COUNTY OF ALAMEDA**

10  
11                   **CHRISTOPHER PARKER**, Individually  
12                   and on Behalf of All Others Similarly  
13                   Situated,

14                                 Plaintiff,

15                                 v.

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

17   Defendants.

18    Case No.: RG15781276

19    **[PROPOSED] ORDER GRANTING**  
20    **PRELIMINARY APPROVAL OF**  
21    **PROPOSED SETTLEMENT,**  
22    **DIRECTING NOTICE TO CLASS, AND**  
23    **SETTING FINAL APPROVAL**  
24    **HEARING**

1           WHEREAS, plaintiff Christopher Parker, individually and in his representative capacity  
2 (“Plaintiff” or “Class Representative”), and defendant Logitech, Inc. (“Defendant” and collectively  
3 with Plaintiff, the “Parties”), have reached a proposed settlement of the above-captioned Action  
4 (the “Settlement”);

5           WHEREAS, Plaintiff has moved the Court for preliminary approval of the proposed  
6 Settlement on the terms and conditions set forth in the Stipulation and Settlement Agreement and  
7 the attached exhibits (“Settlement Agreement”);

8           AND NOW, the Court having reviewed and considered the Settlement Agreement and  
9 accompanying documents, and the parties to the Settlement Agreement having consented to the entry  
10 of this Order, and all capitalized terms used herein having the meanings defined in the Settlement  
11 Agreement, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

12           1.       The capitalized terms used in this Order have the same meaning as defined in the  
13 Settlement Agreement.

14           2.       Subject to further consideration by the Court at the time of the Final Approval  
15 Hearing, the Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate  
16 to the Settlement Class, having determined that the Settlement falls within the range of  
17 reasonableness meriting possible final approval and warrants submission to the Settlement Class  
18 Members for their consideration and for a hearing in accordance with Rule 3.769 of the California  
19 Rules of Court.

20           3.       For settlement purposes only, the Court certifies the Settlement Class, which is  
21 defined as follows: “all individuals in the United States of America who purchased the Alert Systems  
22 products of Logitech since August 10, 2011, as described in the operative Complaints of the *Parker*  
23 Action, the *Shapiro* Action, and the *Anderson* Action during the time periods described in those  
24 operative Complaints.”

25           4.       For settlement purposes only, the Court finds that the requirements of California Law,  
26 including Section 382 of the California Code of Civil Procedure, are satisfied for the Class  
27 Representative and the Settlement Class: (1) there is an ascertainable Settlement Class; (2) there is  
28 a well-defined community of interest in the questions of law or fact affecting the parties to be

1 represented in the settlement Class, including because there are predominant common questions of  
2 law and fact; (3) the Class Representative's claims or defenses are typical of the Settlement Class;  
3 and (4) the Class Representative can adequately represent the class. (*See Sav-On Drug Stores, Inc.*  
4 *v. Superior Court* (2004) 34 Cal. 4th 319, 326; *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434-  
5 35; *Daar v. Yellow Cab* (1967) 67 Cal. 2d 695, 704.)

6 5. For purposes of settlement only, Plaintiffs Parker, Shapiro, and Anderson are  
7 appointed as Class Representatives of the Settlement Class. For purposes of settlement only,  
8 Laurence D. King and Matthew B. George of Kaplan Fox & Kilsheimer LLP, are appointed as Class  
9 Counsel for the Settlement Class.

10 6. Angeion Group is appointed as the Settlement Administrator. The Settlement  
11 Administrator shall administer the Settlement in accordance with the terms set forth in the Settlement  
12 Agreement and perform the functions set forth therein.

13 7. Concurrent with the filing of this motion for preliminary approval, the Parties filed a  
14 stipulation to permit the filing of an amended Complaint in the Alameda County Courthouse that  
15 will add the Plaintiffs and Claims asserted in the *Shapiro* and *Anderson* Actions. Within 7 (seven)  
16 days of entry of an order permitting Plaintiffs leave to file the Amended Complaint in Alameda  
17 County, Plaintiffs Anderson and Shapiro shall file notices of voluntarily dismissal of their claims  
18 without prejudice in the respective federal courts where their Actions were originally filed and shall  
19 file their Second Amended Complaint with this Court. Any response to such Complaint shall be  
20 stayed pending approval of the proposed Settlement and execution of Judgment in the event Final  
21 Approval is Granted. Should the Settlement not be finalized the Parties will revert to the posture of  
22 the litigation prior to the consummation of the Settlement.

23 8. The Court finds that the Notice Plan, as set forth in Section 6.2 of the Settlement  
24 Agreement, including the form and content of the notices attached as Exhibit A to the Settlement  
25 Agreement, is the best notice practicable under the circumstances, taking into consideration (i) the  
26 interests of the class; (ii) the type of relief requested; (iii) the stake of the individual class members;  
27 (iv) the cost of notifying class members; (v) the resources of the parties; (vi) the possible prejudice  
28 to class members who do not receive notice; and (vii) the res judicata effect on class members. The

1 Court further finds that the Notice Plan constitutes due and sufficient notice to all Persons within the  
2 Settlement Class of, inter alia: (i) the proposed Settlement Agreement, and procedures for Settlement  
3 Class Members to follow in filing written objections to it, and in arranging to appear at the Final  
4 Approval Hearing and state any objections to the proposed Settlement; (ii) the nature of the case and  
5 the basic contentions and denials of the Parties; (iii) the right of Persons within the Settlement Class  
6 to exclude themselves from the Settlement Class before a specified date; (iv) the procedure for  
7 Persons within the Settlement Class to follow in requesting to be excluded from the Settlement Class;  
8 (v) the binding effect of any judgment, whether favorable or not, on Persons within the Settlement  
9 Class who do not request to be excluded; and (vi) the right of Persons within the Settlement Class  
10 who do not request exclusion to enter an appearance through counsel at the Final Approval Hearing,  
11 and satisfies the requirements of California law, including California Rules of Court Rules 3.766(e)  
12 and 3.769(f), and any other applicable law. The Parties, by written agreement of counsel, may revise  
13 the Notices, Claim Forms and other exhibits to the Settlement Agreement in ways that are not  
14 material or in ways that are appropriate to update those documents for purposes of accuracy.

15 9. Any Person within the Settlement Class who wishes to be excluded from the  
16 Settlement Class must submit a timely and valid Opt-Out Request to the Settlement Administrator,  
17 pursuant to the instructions set forth in the Settlement Agreement, postmarked no later than sixty  
18 (60) days after the distribution of Class Notice.

19 10. Any Person within the Settlement Class who submits a timely and valid Opt-Out  
20 Request shall not be bound by the Settlement Agreement, shall not be entitled to share in the benefits  
21 of the Settlement Agreement, and shall not be bound by the Final Judgment. Any Person within the  
22 Settlement Class who does not submit a timely and valid Opt-Out Request shall be deemed a  
23 Settlement Class Member and, upon the Effective Date, shall be bound by the terms of the Settlement  
24 Agreement and the Final Judgment, whether or not such Settlement Class Member submits a Claim.

25 Any Settlement Class Member who wishes to object to the proposed Settlement Agreement  
26 and/or the application for attorneys' fees, costs and expenses and/or payment of the incentive award  
27 must file with the Court and serve upon Class Counsel and Defendant's Counsel, a written objection  
28 no later than sixty (60) days after the distribution of Class Notice. Timely objections raised by the

1 Settlement Administrator will be filed with the Court. Objecting Class Members may, but are not  
2 required to, appear at the Final Approval Hearing.

3       11. Service of all papers on counsel for the Parties shall be made as follows: for Class  
4 Counsel, to: Matthew George, Kaplan Fox & Kilsheimer LLP, 1999 Harrison Street, Suite 1560,  
5 Oakland, CA 94612, and for Defendant's Counsel, to: Martin K. Deniston, Wilson, Elser,  
6 Moskowitz, Edelman & Dicker LLP, 555 South Flower Street, Suite 2900, Los Angeles, CA 90071.

7       12. A Final Approval Hearing shall be held on \_\_\_\_\_. 2021 at \_\_\_\_\_,  
8 in Department 23 of the Alameda County Superior Court, Administration Building, 1221 Oak Street,  
9 Oakland, CA 94612, to, inter alia: (i) determine whether to grant final approval to the Settlement  
10 Agreement as fair, reasonable and adequate and in the best interests of the Settlement Class; (ii)  
11 consider any timely objections to this Settlement Agreement and the Parties' responses to such  
12 objections; and (iii) rule on Class Counsel's application for an award of attorneys' fees and expenses  
13 and Service Payments to the Class Representatives. At the Final Approval Hearing, the Parties shall  
14 ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval  
15 to this Settlement Agreement, the Parties shall seek entry of the Final Judgment, which shall, inter  
16 alia, (i) fully and finally approve the Settlement Agreement as fair, reasonable and adequate to the  
17 Settlement Class; (ii) dismiss the Action with prejudice; and (iii) adjudge that the Releasing Persons  
18 shall be deemed conclusively to have released the Releasing Persons from the Released Claims.

19       13. Plaintiffs will file with the Court a motion in support of final settlement approval and  
20 in response to any objections at least twenty-one (21) days before the date of the Final Approval  
21 Hearing. Class Counsel may file a separate application for an award of attorneys' fees and an  
22 incentive award at east thirty-five (35) days before the date of the Final Approval Hearing.

23       14. With the exception of such proceedings as are necessary to implement, effectuate and  
24 grant final approval to the proposed Settlement, all proceedings are stayed in this Action.

25       15. If the Effective Date does not occur, or if the Settlement Agreement is terminated for  
26 any reason, then:

27               (i) the Settlement Agreement shall become null and void and shall have no further force  
28 or effect;

1                         (ii)      the certification of the Settlement Class shall become null and void, and no Party shall  
2 be affected in any way by such prior certification;

3                         (iii)     all orders of the Court entered after execution of this Settlement Agreement will be  
4 deemed to be, and by operation of the Final Order and Judgment shall be. null and void and vacated,  
5 *nunc pro tunc* and *ab initio*, and the Action shall proceed as if the Settlement Agreement had neither  
6 been entered into nor filed with the Court;

7                         (iv)     the Second Amended Complaint to be filed pursuant to the Settlement Agreement  
8 shall be stricken and the First Amended Complaint shall be the operative pleading in this Action;  
9 and

10                         (v)      the Settlement Agreement, the Parties' acceptance of its terms, and all related  
11 negotiations, statements, documents and court proceedings shall be without prejudice to the rights  
12 of the Parties, which shall be restored to their status immediately prior to the execution of the  
13 Settlement Agreement, and the Parties expressly reserve all arguments, defenses and motions as to  
14 all claims that have been asserted or may be asserted in the future, including, without limitation,  
15 arguments opposing maintenance of this Action as a Class Action.

16                         16.      The Court may, for good cause shown, extend any of the deadlines set forth in this  
17 Order without further notice to the Settlement Class. The Final Approval Hearing may, from time to  
18 time and without further notice to the Settlement Class Members, be continued by order of the Court.  
19

20                         **IT IS SO ORDERED.**

21  
22 Dated: \_\_\_\_\_

23                         The Honorable Brad Seligman  
24                         California Superior Court Judge  
25  
26  
27  
28

# **Exhibit 2**



## KAPLAN FOX & KILSHEIMER LLP

### FIRM PROFILE

850 Third Avenue, 14th Floor  
New York, NY 10022  
Tel.: 212.687.1980  
Fax: 212.687.7714

681 Prestwick Lane  
Wheeling, IL 60090  
Tel.: 847.831.1585  
Fax.: 847.831.1580

1999 Harrison Street,  
Suite 1560  
Oakland, CA 94612  
Tel.: 415.772.4700  
Fax: 415.772.4707

12400 Wilshire Boulevard,  
Suite 820  
Los Angeles, CA 90025  
Tel.: 310.575.8604  
Fax: 310.444.1913

6109 32nd Place, NW  
Washington, DC 20015  
Tel.: 202.669.0658

160 Morris Street  
Morristown, NJ 07960  
Tel.: 973.656.0222  
Fax: 973.401.1114

## **History of Kaplan Fox & Kilsheimer LLP**

Leo Kaplan and James Kilsheimer founded “Kaplan & Kilsheimer” in 1954, making the firm one of the most established litigation practices in the country. James Kilsheimer was a celebrated federal prosecutor in the late 1940s and early 1950s in New York who not only successfully tried some of the highest profile cases in the country, but also handled the U.S. Attorney’s Office’s criminal appeals to the Second Circuit.

Now known as “Kaplan Fox & Kilsheimer LLP,” the early commitment to high-stakes litigation continues to define the firm to the present day. In 2009, Portfolio Media’s *Law360* ranked Kaplan Fox’s securities litigation practice as one of the top 5 in the country (plaintiff side), and again in July 2014, the Legal 500 ranked Kaplan Fox as one of the top eight plaintiff’s firms for securities litigation. In March 2013, the *National Law Journal* included Kaplan Fox on its list of the top 10 “hot” litigation boutiques, a list that includes both plaintiff and defense firms. In 2014, 2015 and 2016, more than half of the firm’s partners – including attorneys on both coasts – were rated “Super Lawyers.”

The firm has three primary litigation practice areas (antitrust, securities, and consumer protection), and the firm is a leader in all three. To date, we have recovered more than **\$5 billion** for our clients and classes. In addition, the firm has expanded its consumer protection practice to include data privacy litigation, and few other firms can match Kaplan Fox’s recent leadership in this rapidly emerging field. The following describes Kaplan Fox’s major practice areas, its most significant recoveries and its attorneys.

## **Securities Litigation**

Over the past 35 years, Kaplan Fox has been a leader in prosecuting corporate and securities fraud —ranging from cases concerning accounting fraud to those involving complicated and complex financial instruments. Since the passage of the Private Securities Litigation Reform Act in 1995, Kaplan Fox has emerged as one of the foremost securities litigation firms representing institutional investors of all sizes, including many of the world's largest public pension funds.

Kaplan Fox's selection by Portfolio Media's Law360 as one of the five top securities litigation firms (plaintiff side) for 2009 was based, in part, on the representation of public pension funds in high profile and complex securities class actions, including **In re Merrill Lynch & Co., Inc. Securities, Derivative & ERISA Litigation**; **In re Bank of America Corp. Securities, ERISA & Derivative Litigation**; **In re Fannie Mae Securities Litigation**; and **In re Ambac Financial Group, Inc. Securities Litigation**. Some of the firm's most significant securities recoveries include:

**In re Bank of America Corp. Securities, Derivative, and ERISA Litigation**, MDL No. 2058 (S.D.N.Y.) (\$2.425 billion recovered)

**In re Merrill Lynch & Co., Inc. Securities Litigation**, Master File No. 07-CV-9633 (JSR) (S.D.N.Y.) (\$475 million recovered)

**In re 3Com Securities Litigation**, No. C-97-21083-EAI (N.D. Cal.) (\$259 million recovered)

**In re Fannie Mae 2008 Securities Litigation**, No. 08-cv-7831 (PAC) (S.D.N.Y.) (\$170 million recovered)

**In re MicroStrategy Securities Litigation**, No. CV-00-473-A (E.D. Va.) (\$155 million recovered)

**AOL Time Warner Cases I & II (Opt-out)** Nos. 4322 & 4325 (Cal. Superior Court, LA County) (\$140 million recovered)

**In re Informix Securities Litigation**, C-97-129-CRB (N.D. Cal.)  
(\$136.5 million recovered)

**In re Xcel Energy, Inc. Securities Litigation**, Master File No. 02-CV-2677-DSD (D. Minn.) (\$80 million recovered)

**In re Elan Corporation Securities Litigation**, No. 02-CV-0865-RMB (S.D.N.Y.) (\$75 million recovered)

**In re Sequenom, Inc. Securities Litigation**, No. 09-cv-921 (S.D. Cal.) (\$70 million recovered)

**Barry Van Roden, et al. v. Genzyme Corp., et al.**, No. 03-CV-4014-LLS (S.D.N.Y.) (\$64 million recovered)

## **Antitrust Litigation**

Kaplan Fox has been at the forefront of significant private antitrust actions, and we have been appointed by courts as lead counsel or members of an executive committee for plaintiffs in some of the largest antitrust cases throughout the United States. This commitment to leadership in the antitrust field goes back to at least 1967, when firm co-founder Leo Kaplan was appointed by the Southern District of New York to oversee the distribution of all ASCAP royalties under the 1950 antitrust consent decree in **United States v. American Society of Composers, Authors and Publishers**, No. 41-CV-1395 (S.D.N.Y.), a role he held for 28 years until his death in 1995. To this day, ASCAP awards the “Leo Kaplan Award” to an outstanding young composer in honor of Leo’s 28 years of service to ASCAP.

Members of the firm have also argued before the U.S. Courts of Appeals some of the most significant decisions in the antitrust field in recent years. For example, Robert Kaplan argued the appeal in **In re Flat Glass Antitrust Litigation**, 385 F.3d 350 (3d Cir. 2004), and Greg Arenson argued the appeal in **In re High Fructose Corn Syrup Antitrust Litigation**, 295 F.3d 651 (7th Cir. 2002). In a relatively recent survey of defense counsel, in-house attorneys, and individuals involved in the civil justice reform movement, both were named among the 75 best plaintiffs’ lawyers in the country based on their expertise and influence.

Over the years, Kaplan Fox has recovered over **\$2 billion** for our clients in antitrust cases. Some of the larger antitrust recoveries include:

**In re Air Cargo Shipping Services Antitrust Litigation**, MDL 1775 (E.D.N.Y.) (settled during trial preparation, for total settlement of more than \$1.25 billion)

**In re Neurontin Antitrust Litigation**, MDL No. 1479, Master File No. 02-1390 (D.N.J.) (\$190 million recovered)

**In re High Fructose Corn Syrup Antitrust Litigation**, MDL No. 1087, Master File No. 95-1477 (C.D. Ill.) (\$531 million recovered)

**In re Brand Name Prescription Drugs Antitrust Litigation**, MDL 997 (N.D. Ill.) (\$720 plus million recovered)

**In re Infant Formula Antitrust Litigation**, MDL 878 (N.D. Fla.) (\$126 million recovered)

**In re Flat Glass Antitrust Litigation**, MDL 1200 (W.D. Pa.) (\$122 plus million recovered)

**In re Hydrogen Peroxide Antitrust Litigation**, MDL 1682 (E.D. Pa.) (\$97 million recovered)

**In re Plastics Additives Antitrust Litigation**, 03-CV-1898 (E.D. Pa.) (\$46.8 million recovered)

**In re Medical X-Ray Film Antitrust Litigation**, CV 93-5904 (E.D.N.Y.) (\$39.6 million recovered)

**In re NBR Antitrust Litigation**, MDL 1684 (E.D. Pa.) (\$34.3 million recovered)

## **Consumer Protection and Data Privacy Litigation**

The consumer protection practice is headquartered in Kaplan Fox's Bay Area office, which opened in 2000, and is led by Laurence King, an experienced trial lawyer and former prosecutor. Mr. King also recently served as a Vice-Chair, and then Co-Chair, of the American Association for Justice's Class Action Litigation Group.

Mr. King and our other effective and experienced consumer protection litigators regularly champion the interests of consumers under a variety of state and federal consumer protection laws. Most frequently, these cases are brought as class actions, though under certain circumstances an individual action may be appropriate.

Kaplan Fox's consumer protection attorneys have represented victims of a broad array of misconduct in the manufacturing, testing, marketing, and sale of a variety of products and services and have regularly been appointed as lead or co-lead counsel or as a member of a committee of plaintiffs' counsel in consumer protection actions by courts throughout the nation. Among our significant achievements are highly recognized cases including *In re Baycol Products Litigation*, MDL 1431-MJD/JGL (D. Minn.) (victims have recovered \$350 million recovered to date); *In re Providian Financial Corp. Credit Card Terms Litigation*, MDL No. 1301-WY (E.D. Pa.) (\$105 million recovered); *In re Thomas and Friends Wooden Railway Toys Litig.*, No. 07-cv-3514 (N.D. Ill.) (\$30 million settlement obtained for purchasers of recalled "Thomas Train" toys painted with lead paint); *In re Pre-Filled Propane Tank Marketing and Sales Practices Litigation*, No. 4:09-md-2086 (W.D. Mo.) (settlements obtained where consumers will receive substantially in excess of actual damages and significant injunctive relief); *Berry v. Mega Brands Inc.*, No. 08-CV-1750 (D.N.J.) (class-wide settlement obtained where consumers

will receive full refunds for defective products), and ***David Wolf, et al. v. Red Bull GmbH, et al.***, No. 1:13-cv-08008 (S.D.N.Y.) (\$13 million settlement fund obtained for purchasers of Red Bull energy drink).

Data privacy is a fairly new area of law and broadly encompasses two scenarios. In a data breach case, a defendant has lawful custody of data, but fails to safeguard it or use it in an appropriate manner. In a tracking case, the defendant intercepts or otherwise gathers digital data to which it is not entitled in the first place.

Kaplan Fox is an emerging leader in both types of data privacy litigation. For example, Mr. King filed and successfully prosecuted one of very first online data breach cases, ***Syran v. LexisNexis Group***, No. 05-cv-0909 (S.D. Cal.), and was court-appointed liaison counsel in a recently successfully concluded data breach case against LinkedIn. See ***In re: LinkedIn User Privacy Litigation***, No. 12-cv-3088-EJD (N.D. Cal.). The firm also settled a data privacy case against Universal Property & Casualty Insurance Company related to the public exposure of sensitive customer data. See ***Rodriguez v. Universal Property & Cas. Ins. Co.***, No. 16-cv-60442-JK (S.D. Fla.).

The firm is also an industry leader in the even newer field of email and internet tracking litigation. Kaplan Fox was appointed Co-Lead Class Counsel in a digital privacy class action against Yahoo!, Inc., related to Yahoo's alleged practice of scanning emails for content, which was recently settled. See ***In re: Yahoo Mail Litigation***, 5:13-cv-04980-LHK (N.D. Cal.). Current cases include ***In re: Facebook Internet Tracking Litigation***, No. 5:12-md-02314-EJD (N.D. Cal.) (Davila, J.) and ***In re: Google Inc. Cookie Placement Consumer Privacy Litig.***, 12-MD-2358-SLR (D. Del.) (Kaplan Fox appointed to plaintiffs' steering committee).

## **ATTORNEY BIOGRAPHIES**

### **PARTNERS**

**ROBERT N. KAPLAN** is widely recognized as a leading plaintiff's litigator and has led the prosecution of numerous antitrust and securities fraud actions, recovering billions of dollars for the victims of corporate wrongdoing. He was listed by defense and corporate counsel as one of the top 75 plaintiffs' attorneys in the United States for all disciplines. Mr. Kaplan was listed as one of the top five attorneys for securities litigation. See Complete List. He was also recognized by Legal 500 as one of the top securities litigators in the United States for 2011, 2012, 2013, 2014, and 2015, and was listed as one of the leading antitrust attorneys in the country for 2015. Mr. Kaplan was recognized as Super Lawyer in the New York Metro Area. He was lead counsel for CalPERS in *AOL Time Warner Cases I & II* (Ca. Sup. Ct., L.A. Cty.), and was a lead in *In re Merrill Lynch & Co., Inc. Securities, Derivative & ERISA Litigation*, *In re Escala Securities Litigation* and *In re Bank of America Corp. Securities Litigation*, in which a settlement in the amount of \$2.425 billion and corporate governance changes was approved by the Court.

In the antitrust arena, he has been a lead counsel in many significant actions. He is a lead counsel in *In re Air Cargo Antitrust Litigation* (more than \$1.25 billion in settlements) and was recently appointed by Courts as lead counsel in the *DIPF Antitrust Litigation*, *In re Cast Iron Soil Pipe and Fittings Antitrust Litigation*, and *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation*.

He also represents clients in private antitrust actions, including: *Affiliated Foods, Inc.*, *Associated Grocers of New England, Inc.*, *URM Stores, Inc.*, *Western Family Foods, Inc.*, and *Associated Food Stores, Inc.* in individual cases against *Tri-Union Seafoods, LLC, d/b/a Chicken of the Sea, King Oscar, Inc.*, *Bumble Bee Foods, LLC f/k/a Bumble Bee Seafoods, LLC*, and *StarKist Co.*, No. 15-cv-4312, No. 15-cv-3815, No. 15-cv-4187, No. 15-cv-4667 (N.D. Cal.).

He previously served, as lead counsel or member of the Executive Committee in numerous plaintiff treble damage actions including *In re Neurontin Antitrust Litigation*, MDL No. 1479, Master File No. 02-1390 (D.N.J.) (\$190 million recovered); *In re High*

*Fructose Corn Syrup Antitrust Litigation*, MDL No.1087, Master File No. 95-1477 (C.D. Ill) (\$531 million recovered); *In re Brand Name Prescription Drugs Antitrust Litigation*, MDL 997 (N.D. Ill.) (\$720 plus million recovered); *In re Infant Formula Antitrust Litigation*, MDL 878 (N.D. Fla.)(\$126 million recovered); *In re Flat Glass Antitrust Litigation*, MDL 1200 (W.O. Pa.) (\$122 plus million recovered) (Mr. Kaplan successfully argued an appeal before the U.S. Court of Appeals for the Third Circuit, which issued a ground-breaking and often-cited summary judgment opinion. *In re Flat Glass Antitrust Litigation*, 385 F.3d 350 (3d ar. 2004); *In re Hydrogen Peroxide Antitrust Litigation*, MDL 1682 (E.D. Pa.)(\$97 million recovered); *In re Plastics Additives Antitrust Litigation*, 03-CV-1898 (E.D.Pa.) (\$46.8 million recovered); *In re Medical X-Ray Film Antitrust Litigation*, CV 93-5904 (E.D.N.Y.) (\$39.6 million recovered); and *In re NBR Antitrust Litigation*, MDL 1684 (E.D. Pa.) (\$34.3 million recovered).

Mr. Kaplan is also representing financial institutions across the country in data breach cases against Home Depot and is a member of the Plaintiffs' Steering Committee.

Mr. Kaplan was a trial attorney with the Antitrust Division of the U.S. Department of Justice. There, he litigated civil and criminal actions. He also served as law clerk to the Hon. Sylvester J. Ryan, then chief judge of the U.S. District Court for the Southern District of New York and served as an acting judge of the City Court for the City of Rye, N.Y.

In addition to his litigation practice, he has also been active in bar and legal committees. For more than fifteen years, he has been a member of what is now known as the Eastern District of New York's Courts Committee on Civil Litigation.

Mr. Kaplan has also been actively involved in the Federal Bar Council, an organization of judges and attorneys in the Second circuit and is a member of the Program and Winter Planning Committees.

Recently Mr. Kaplan was invited by the United States Judicial Center and participated in a multi-day seminar for federal judges about complex litigation.

In addition, Mr. Kaplan has served as a member of the Trade Regulation and Federal Courts Committees of the Association of the Bar of the City of New York.

Mr. Kaplan's published articles include: "Complaint and Discovery In Securities Cases," Trial, April 1987; "Franchise Statutes and Rules," Westchester Bar Topics, Winter

1983; "Roots Under Attack: Alexander v. Haley and Courlander v. Haley," Communications and the Law, July 1979.

Mr. Kaplan sits on the boards of several organizations, including the Columbia Law School Board of Visitors, Board of Directors of the Carver Center in Port Chester, N.Y., Member of the Dana Farber Visiting Committee, Thoracic Oncology in Boston, MA, and Member of Board of Trustees for the Rye Historical Society.

**Education:**

- B.A., Williams College (1961)
- J.D., Columbia University Law School (1964)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (1964)
- Bar of the District of Columbia (2013)
- U.S. Supreme Court
- U.S. Courts of Appeals for the Second, Third, Seventh, Ninth, Tenth and Eleventh Circuits
- U.S. District Courts for the Southern, Eastern, Western and Northern Districts of New York, the Central District of Illinois, and the District of Arizona

**Professional Affiliations:**

- Federal Bar Council
- Committee to Support the Antitrust Laws (past President)
- National Association of Securities and Commercial Law Attorneys (past President)
- Advisory Group of the U.S. District Court for the Eastern District of New York
- American Bar Association
- Association of Trial Lawyers of America (Chairman, Commercial Litigation Section, 1985-86)
- Association of the Bar of the City of New York (served on the Trade Regulation Committee; Committee on Federal Courts)
- Member of Board of Trustees for the Rye Historical Society

Mr. Kaplan can be reached by email at: [RKaplan@kaplanfox.com](mailto:RKaplan@kaplanfox.com)

**FREDERIC S. FOX** first associated with Kaplan Fox in 1984 and became a partner in the firm in 1991. For over 30 years, he has concentrated his work in the area of class action litigation. Mr. Fox has played important roles in many major class action cases. He was one of the lead trial lawyers in two securities class actions, one of which was the first case tried to verdict under the Private Securities Litigation Reform Act of 1995.

Mr. Fox has played a lead role in many major securities class action cases, including as a senior member of the litigation and trial team in *In re Bank of America Corp. Securities, ERISA, & Derivative Litigation*, No. 09-MDL-2058 (S.D.N.Y.) (“*In re Bank of America*”). The case arose out of Bank of America’s acquisition of Merrill Lynch. *In re Bank of America* which settled for \$2.425 billion plus significant corporate governance reforms and stands as one of the largest securities class action settlements in history. In *In re Bank of America*, Mr. Fox served as lead counsel on behalf of major public pension funds.

Mr. Fox currently represents many institutional investors including governmental entities in both class actions and individual litigation. Mr. Fox recently led the team of attorneys that prosecuted an individual opt-out action on behalf of a public pension fund arising out of the fraud at Petrobras in Brazil. Other significant cases in which Mr. Fox served as lead counsel include: *In re Merrill Lynch & Co., Inc. Securities, Derivative, & ERISA Litigation*, No. 07-cv-9633 (S.D.N.Y.)(in which he was the primary attorney responsible for negotiating the \$475 million settlement); *In re Fannie Mae 2008 Securities Litigation*, No. 08-cv-7831 (S.D.N.Y.) (“*In re Fannie Mae 2008*”) (\$170 million settlement); *In re SunPower Securities Litigation*, Case No. 09-cv-5473 (N.D. Cal.); *In re Merrill Lynch Research Reports Securities Litigation* (S.D.N.Y.) (arising from analyst reports issued by Henry Blodget); *In re Salomon Analyst Williams Litigation* (S.D.N.Y.) and *In re Salomon Focal Litigation* (S.D.N.Y.) (both actions stemming from analyst reports issued by Jack Grubman). Mr. Fox has also handled derivative cases seeking corporate governance reform and other shareholder litigation on behalf of public pension funds asserting state law and foreign causes of action. Mr. Fox is a frequent speaker and panelist in both the U.S and abroad on a variety of topics including securities litigation and corporate governance.

In the consumer protection area, he served on the Plaintiffs' Steering Committee in the *Baycol Products Litigation* where there have been more than \$350 million in settlements. Additionally, he is serving as one of the Co-lead Counsel in *In re RC2 Corp. Toy Lead Paint Products Liability Litigation* pending in the Northern District of Illinois.

Mr. Fox is listed in the current editions of New York Super Lawyers and was recognized in Benchmark Litigation as a New York "Litigation Star."

Mr. Fox is the author of "Current Issues and Strategies in Discovery in Securities Litigation," ATLA, 1989 Reference Material; "Securities Litigation: Updates and Strategies," ATLA, 1990 Reference Material; and "Contributory Trademark Infringement: The Legal Standard after Inwood Laboratories, Inc. v. Ives Laboratories," University of Bridgeport Law Review, Vol. 4, No. 2.

During law school, Mr. Fox was the notes and comments editor of the University of Bridgeport Law Review.

**Education:**

- B.A., Queens College (1981)
- J.D., Bridgeport School of Law (1984)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (1985)
- Bar of the District of Columbia (2013)
- U.S. Supreme Court
- U.S. Courts of Appeals for the First, Second, Fourth, Sixth and Eleventh Circuits
- U.S. District Courts for the Southern and Eastern Districts of New York, the District of Colorado and the District of Columbia

**Professional Affiliations:**

- Federal Bar Council
- American Bar Association
- Association of the Bar of the City of New York
- Association of Trial Lawyers of America (Chairman, Commercial Law Section, 1991-92)

Mr. Fox can be reached by email at: [FFox@kaplanfox.com](mailto:FFox@kaplanfox.com)

**GREGORY K. ARENSEN** is a seasoned business litigator with experience representing clients in a variety of areas, including antitrust, securities, and employee termination. Mr. Arenson is principally a plaintiffs' antitrust lawyer. His economics and econometrics background have provided a foundation for his recognized expertise in handling complex economic issues in antitrust cases, both as to class certification and on the merits. He has worked with economic experts in, among others, *In re Air Cargo Shipping Servs. Antitrust Litig.*, Master File No. 06-MD-1175 (JG)(VP), 2014 WL 7882100 (E.D.N.Y. Oct. 15, 2014), adopted in its entirety, 2015 WL 5093503 (E.D.N.Y. July 10, 2015); *In re Ethylene Propylene Diene Monomer (EPDM) Antitrust Litig.*, 256 F.R.D. 82 (D. Conn. 2009); *In re Foundry Resins Antitrust Litig.*, 242 F.R.D. 393 (S.D. Ohio 2007); *In re Carbon Black Antitrust Litig.*, No. Civ. A. 03-10191-DPW, MDL No. 1543, 2005 WL 102966 (D. Mass. Jan. 18, 2005); *In re Microcrystalline Cellulose Antitrust Litig.*, 218 F.R.D. 79 (E.D. Pa. 2003); *Bearings Cases*, Case No. 12-00501, and *Wire Harness Cases*, Case No. 12-00101, part of *In re Automotive Parts Antitrust Litig.*, E.D. Mich., Master File No. 12-md-02311; *Affiliated Foods, Inc., et al. v. Tri-Union Seafoods, LLC d/b/a Chicken of the Sea Int'l, et al.*, part of *In re Packaged Seafood Prods. Antitrust Litig.*, S.D. Cal., Case No. 15-MD-2670 JLS (MDD); *In re Domestic Airline Travel Antitrust Litig.*, D.D.C., MDL Docket No. 2656, Misc. No. 15-1404 (CKK); *In re Dental Supplies Antitrust Litig.*, E.D.N.Y., Case No. 16-cv-696 (BMC)(GRB); *In re Ductile Iron Pipe Fittings ("DIPF") Direct Purchaser Antitrust Litig.*, D.N.J., Civ. No. 12-711 (AET)(LHG); *In re Cast Iron Soil Pipe & Fittings Antitrust Litig.*, E.D. Tenn., No. 1:14-md-2508; and *In re Pool Prods. Distribution Mkt. Antitrust Litig.*, E.D. La., MDL No. 2328. He also argued the appeals in *In re High Fructose Corn Syrup Antitrust Litig.*, 295 F.3d 651 (7th Cir. 2002), and *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305 (3d Cir. 2009). He has been ranked as a Super Lawyer for several years.

Mr. Arenson has been a partner in Kaplan Fox & Kilsheimer LLP since 1993. Prior to joining Kaplan Fox, he was a partner with Proskauer Rose LLP. Earlier in his career, he was a partner with Schwartz Klink & Schreiber and an associate with Rudnick & Wolfe (now DLA Piper).

Mr. Arenson has been active in the New York State Bar Association. He has been a member of the House of Delegates and Sections Caucus from 2013 to 2017 and since

June 2019. He was Chair of the Commercial and Federal Litigation Section from June 2013 through May 2014. He has been Co-Chair of the New York State Bar Association Task Force on the State of Our Courthouses, whose report was adopted by the House of Delegates on June 20, 2009; a member of the New York State Bar Association Special Committee on Standards for Pleadings in Federal Litigation, whose report was adopted by the House of Delegates on June 19, 2010; and a member of the New York State Bar Association Special Committee on Discovery and Case Management in Federal Litigation, whose report was adopted by the House of Delegates on June 23, 2012.

Mr. Arenson has written frequently on discovery issues. His published articles include: "Rule 68 Offers of Judgment and Mootness, Especially for Collective or Class Actions," 20 NY LITIGATOR 25 (2015); "Report on Proposed Amendments to Federal Rule of Civil Procedure 45," 17 NY LITIGATOR 21 (2012); "Rule 8 (a)(2) After *Twombly*: Has There Been a Plausible Change?" 14 NY LITIGATOR 23 (2009); "Report on Proposed Federal Rule of Evidence 502," 12 NY LITIGATOR 49 (2007); "Report: Treating the Federal Government Like Any Other Person: Toward a Consistent Application of Rule 45," 12 NY LITIGATOR 35 (2007); "Report of the Commercial and Federal Litigation Section on the Lawsuit Abuse Reduction Act of 2005," 11 NY LITIGATOR 26 (2006); "Report Seeking To Require Party Witnesses Located Out-Of-State Outside 100 Miles To Appear At Trial Is Not A Compelling Request," 11 NY LITIGATOR 41 (2006); "Eliminating a Trap for the Unwary: A Proposed Revision of Federal Rule of Civil Procedure 50," 9 NY LITIGATOR 67 (2004); "Committee Report on Rule 30(b)(6)," 9 NY LITIGATOR 72 (2004); "Who Should Bear the Burden of Producing Electronic Information?" 7 FEDERAL DISCOVERY NEWS, No. 5, at 3 (April 2001); "Work Product vs. Expert Disclosure – No One Wins," 6 FEDERAL DISCOVERY NEWS, No. 9, at 3 (August 2000); "Practice Tip: Reviewing Deposition Transcripts," 6 FEDERAL DISCOVERY NEWS, No. 5, at 13 (April 2000); "The Civil Procedure Rules: No More Fishing Expeditions," 5 FEDERAL DISCOVERY NEWS, No. 9, at 3 (August 1999); "The Good, the Bad and the Unnecessary: Comments on the Proposed Changes to the Federal Civil Discovery Rules," 4 NY LITIGATOR 30 (1998); and "The Search for Reliable Expertise: Comments on Proposed Amendments to the Federal Rules of Evidence," 4 NY LITIGATOR 24 (1998). He was co-editor of FEDERAL RULES OF CIVIL PROCEDURE, 1993

AMENDMENTS, A PRACTICAL GUIDE, published by the New York State Bar Association; and a co-author of "Report on the Application of Statutes of Limitation in Federal Litigation," 53 ALBANY LAW REVIEW 3 (1988).

Mr. Arenson serves as a mediator in the U.S. District Court for the Southern District of New York. In addition, he is an active alumnus of the Massachusetts Institute of Technology, having served as a member of the Corporation, a member of the Corporation Development Committee, vice president of the Association of Alumni/ae, and member of the Annual Fund Board (of which he was a past chair).

**Education:**

- S.B., Massachusetts Institute of Technology (1971)
- J.D., University of Chicago (1975)

**Bar Affiliations and Court Admissions:**

- Bar of the State of Illinois (1975)
- Bar of the State of New York (1978)
- U.S. Supreme Court
- U.S. Courts of Appeals for the Second, Third and Seventh Circuits
- U.S. District Courts for the Northern and Central Districts of Illinois, Southern and Eastern Districts of New York, and Eastern District of Michigan
- U.S. Tax Court

Mr. Arenson can be reached by email at: [GArenson@kaplanfox.com](mailto:GArenson@kaplanfox.com)

**LAURENCE KING** first joined Kaplan Fox as an associate in 1994. He became a partner of the firm in 1998. While Mr. King initially joined the firm in New York, in 2000 he relocated to San Francisco to open the firm's first West Coast office. He is now partner-in-charge of the firm's San Francisco and Los Angeles offices.

Mr. King practices primarily in the areas of securities litigation, with an emphasis on institutional investor representation and consumer protection litigation. He has also practiced in the area of employment litigation. Mr. King has played a substantial role in cases that have resulted in some of the largest recoveries ever obtained by Kaplan Fox, including *In re 3Com Securities Litigation* (N.D. Ca.), *In re Informix Securities Litigation* (N.D. Ca.), *AOL Time Warner Cases I & II* (Ca. Sup. Ct., L.A. Cty.) and *Providian Credit*

Card Cases (Ca. Sup. Ct., S.F. Cty.).

An experienced trial lawyer, prior to joining Kaplan Fox Mr. King served as an assistant district attorney under the legendary Robert Morgenthau in the Manhattan (New York County) District Attorney's Office, where he tried numerous felony prosecutions to jury verdict. At Kaplan Fox, he was a member of the trial team for two securities class actions tried to verdict, *In re Biogen Securities Litigation* (D. Mass.) and *In re Health Management Securities Litigation* (E.D.N.Y.). Mr. King has also participated in trial preparation for numerous other cases in which favorable settlements were achieved for our clients on or near the eve of trial.

Mr. King has been selected for inclusion in the Northern California *SuperLawyers* each year since 2012, and has previously served as Vice-Chair, and then as Co-Chair, of the American Association for Justice's Class Action Litigation Group of the American Association for Justice. He was also selected for inclusion to the San Francisco Super Lawyers list (Securities Litigation) for 2012, 2013, 2014 and 2015.

**Education:**

- B.S., Wharton School of the University of Pennsylvania (1985)
- J.D., Fordham University School of Law (1988)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (1989)
- Bar of the State of California (2000)
- U.S. Court of Appeals for the Second, Third, Fifth, Ninth and Tenth Circuits
- U.S. District Courts for the District of New Jersey, Eastern District of Pennsylvania, Southern and Eastern Districts of New York, and Northern, Central and Southern Districts of California

**Professional Affiliations:**

- Bar Association of San Francisco
- American Bar Association
- American Association for Justice
- San Francisco Trial Lawyers' Association
- American Business Trial Lawyers

Mr. King can be reached by email at: [LKing@kaplanfox.com](mailto:LKing@kaplanfox.com)

**JOEL B. STRAUSS** first associated with Kaplan Fox in 1992 and became a partner in the firm in 1999. He practices in the area of securities and consumer fraud class action litigation. He has been repeatedly selected for inclusion to the New York Super Lawyers list (Securities Litigation) (2007-2010, 2014-2020) and was named to Lawdragon's 500 Leading Plaintiff Financial Lawyers in the U.S. (2019, 2020).

Prior to law school, Mr. Strauss was a senior auditor at the accounting firm Coopers & Lybrand (n/k/a PricewaterhouseCoopers). Combining his accounting background and legal skills, he has played a critical role in successfully prosecuting numerous securities class actions across the country on behalf of shareholders. Mr. Strauss was one of the lead trial lawyers for the plaintiffs in the first case to go to trial and verdict under the Private Securities Litigation Reform Act of 1995.

More recently, Mr. Strauss has been involved in representing the firm's institutional clients in the following securities class actions, among others: *In re Bank of America Corp. Securities, ERISA & Derivative Litig.* (S.D.N.Y.) (\$2.425 billion settlement); *In re Merrill Lynch & Co., Inc. Securities, Derivative and ERISA Litig.* (S.D.N.Y.) (\$475 million settlement); *In re Prestige Brands Holdings Inc. Securities Litig.* (S.D.N.Y.) (\$11 million settlement); *In re Gentiva Securities Litig.* (E.D.N.Y.) (\$6.5 million settlement); and *In Re SunPower Securities Litig.* (N.D.Cal) (\$19.7 million settlement). He has also served as lead counsel for lead plaintiffs in *In re OCA, Inc. Securities Litig.* (E.D. La.) (\$6.5 million settlement); *In re Proquest Company Securities Litig.* (E.D. Mich.) (\$20 million settlement) and *In re Rocket Fuel, Inc. Securities Litig.* (N.D.Cal.) (\$3.15 million settlement). Mr. Strauss also played an active role for plaintiff investors in *In Re Countrywide Financial Corporation Securities Litig.* (C.D.Cal), which settled for more than \$600 million.

In the consumer protection area, Mr. Strauss served as Chair of Plaintiffs' Non-Party Discovery Committee in the *Baycol Products Litig.*, where there were more than \$350 million in settlements.

Mr. Strauss is also active in the firm's growing data privacy practice. In July 2017 he moderated a panel on U.S. Data Privacy Laws at a conference in Tel Aviv. And, among other data privacy cases in which he has played an active role, Mr. Strauss served as one of plaintiffs' co-lead counsel in *Doe vs. CVS Healthcare Corp., et. al.*, (S.D. Ohio), a

class action concerning allegations of the violation of medical privacy of approximately 4,500 class members. The Court approved of a \$4.4 million settlement of the action on January 30, 2020.

Although currently practicing exclusively in the area of law, Mr. Strauss is a licensed Certified Public Accountant in the State of New York.

Mr. Strauss has also been a guest lecturer on the topics of securities litigation, auditors' liability and class actions for seminars sponsored by the Practicing Law Institute and the Association of the Bar of the City of New York and is an adjunct instructor in the Political Science department at Yeshiva University.

Since June 2014 Mr. Strauss has served as a member of the New York State Bar Association's Committee on Legal Education and Admission to the Bar. And, in July 2018, Mr. Strauss was invited to serve as a member of the Rutgers Cybersecurity Advisory Board.

Among his various communal activities, Mr. Strauss currently serves as Co-President of Friends of Jerusalem College of Technology (Machon Lev), is a member of Yeshiva University's General Counsel's Council, a member of the Alumni Advisory Group at the Benjamin N. Cardozo School of Law, serves as Chair of the Career Guidance and Placement Committee of Yeshiva University's Undergraduate Alumni Council, is on the Board of Directors of Yavneh Academy in Paramus, NJ (and is a former Vice -President and Finance Committee Chair of the school) and is an Advisory Board Member and Mentor in the Orthodox Union's Impact Accelerator program.

In March 2001 the New Jersey State Assembly issued a resolution recognizing and commending Mr. Strauss for his extensive community service and leadership. In 2012 Mr. Strauss received The Alumni Partner of the Year Award from Yeshiva University's Career Development Office.

#### **Education:**

- B.A., Yeshiva University (1986)
- J.D., Benjamin N. Cardozo School of Law (1992)
- HBX|Harvard Business School, Certificate in Entrepreneurship Essentials (2017)

- AICPA - Cybersecurity Fundamentals for Finance and Accounting Professionals Certificate (2018)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New Jersey (1992)
- Bar of the State of New York (1993)
- U.S. Court of Appeals for the First, Second and Third Circuits
- U.S. District Courts for the Southern and Eastern Districts of New York and the District of New Jersey

**Professional Affiliations:**

- American Bar Association (member, Litigation Section, Rule 23 subcommittee)
- Association of the Bar of the City of New York
- New York State Bar Association
- American Institute of Certified Public Accountants

Mr. Strauss can be reached by email at: [JStrauss@kaplanfox.com](mailto:JStrauss@kaplanfox.com)

**HAE SUNG NAM** joined Kaplan Fox in 1999 and became a partner of the firm in 2005. She practices in the areas of securities and antitrust litigation, mainly focusing in the firm's securities practice.

Since joining the firm, Ms. Nam has been involved in all aspects of the securities practice, including case analysis for the firm's institutional investor clients. She has been a key member of the litigation team representing a number of institutional clients in securities litigation, including cases against Bank of America Corporation, Fannie Mae and Ambac Financial Group, Inc.. She also has a focus in prosecuting opt-out actions on behalf of the firm's clients and has played a significant role in *AOL Time Warner Cases I & II* (Ca. Sup. Ct., L.A. Cty.) and *State Treasurer of the State of Michigan v. Tyco International, Ltd., et al*, and an opt-out case against Petrobras representing Ohio Public Employees Retirement System.

Ms. Nam has also been involved in the firm's antitrust practice, representing purchasers of flat glass products in a class action alleging a price-fixing conspiracy. She is currently prosecuting an antitrust case against Keurig. Prior to joining the firm, Ms.

Nam was an associate with Kronish Lieb Weiner & Hellman LLP, where she trained as a transactional attorney in general corporate securities law and mergers and acquisitions.

Ms. Nam graduated magna cum laude, with a duel degree in political science and public relations from Syracuse University's Maxwell School and S.I. Newhouse School of Public Communications. Ms. Nam obtained her law degree, with honors, from George Washington University Law School. During law school, Ms. Nam was a member of the George Washington University Law Review. She is the author of a case note, "Radio—Inconsistent Application Rule," 64 Geo. Wash. L. Rev. (1996). In addition, she also served as an intern for the U.S. Department of Justice, Antitrust Division.

**Education:**

- B.A., magna cum laude, Syracuse University (1994)
- J.D., with honors, George Washington University Law School (1997)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (1998)
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Courts for the Southern and Eastern Districts of New York, and Eastern District of Wisconsin

Ms. Nam can be reached by email at: [HNam@kaplanfox.com](mailto:HNam@kaplanfox.com)

**DONALD R. HALL** has been associated with Kaplan Fox since 1998 and became a partner of the firm in 2005. He practices in the areas of securities, antitrust and consumer protection litigation. Mr. Hall is actively involved in maintaining and establishing the firm's relationship with institutional investors and oversees the Portfolio Monitoring and Case Evaluation Program for the firm's numerous institutional investors.

Mr. Hall was a member of the trial team prosecuting *In re Bank of America*, which settled for \$2.425 billion, the single largest securities class action recovery for violations of Section 14(a) of the Exchange Act and one of the top securities litigation settlements obtained in history. He has represented many of the firm's institutional investor clients in securities class actions, including in *In re Eletrobras Secs. Litig.*, Case No. 15-cv-5754 as co-lead counsel in a class action against a Brazilian company and in *Kasper v. AAC Holdings, Inc.*, No. 15-cv-00923, also as co-lead counsel. Mr. Hall successfully

represented institutional clients in *In re Merrill Lynch*, which settled for \$475 million; *In re Fannie Mae* 2008, which settled for \$170 million; *In re Ambac Financial Group, Inc. Securities Litigation*, No. 08-cv-411 (S.D.N.Y.) (“*In re Ambac*”); *In re Majesco Securities Litigation*, No. 05-cv-3557 (D.N.J.); and *In re Escala Group, Inc. Secs. Litig.*, No. 05-cv-3518 (S.D.N.Y.) (“*In re Escala*”). Additionally, he was a member of the litigation team in *AOL Time Warner Cases I & II*, an opt-out action brought by institutional investors that settled just weeks before trial, resulting in a recovery of multiples of what would have been obtained had those investors remained members of the class action.

Mr. Hall has played a key role in many of the firm’s securities and antitrust class actions resulting in substantial recoveries for the firm’s clients, including *In re Merrill Lynch Research Reports Securities Litigation* (arising from analyst reports issued by Henry Blodget); *In re Salomon Analyst Williams Litigation* and *In re Salomon Focal Litigation* (both actions stemming from analyst reports issued by Jack Grubman); *In re Flat Glass Antitrust Litigation*; and *In re Compact Disc Antitrust Litigation*.

Mr. Hall graduated from the College of William and Mary in 1995 with a B.A. in Philosophy and obtained his law degree from Fordham University School of Law in 1998. During law school, Mr. Hall was a member of the Fordham Urban Law Journal and a member of the Fordham Moot Court Board. He also participated in the Criminal Defense Clinic, representing criminal defendants in federal and New York State courts on a pro-bono basis.

**Education:**

- B.A., College of William and Mary (1995)
- J.D., Fordham University School of Law (1998)

**Bar Affiliations and Court Admissions:**

- Bar of the State of Connecticut
- Bar of the State of New York
- U.S. Supreme Court
- U.S. Courts of Appeals for the First, Second and Eleventh Circuits
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional Affiliations:**

- American Bar Association

- Association of Trial Lawyers of America
- New York State Bar Association

Mr. Hall can be reached by email at: [DHall@kaplanfox.com](mailto:DHall@kaplanfox.com)

**JEFFREY P. CAMPISI** is involved in representing the firm's institutional and individual clients in securities and shareholder actions, and other complex litigation.

Mr. Campisi currently represents the College of Applied Arts and Technology Pension Plan in *Rauch v. Vale, S.A., et al.*, 19-cv-00526 (E.D.N.Y.); the City of Warwick Retirement Fund in *Lewis v. YRC Worldwide, Inc., et al.*, 19cv00001 (N.D.N.Y.), IWA Forest Industry Pension Plan in *In re Textron, Inc. Securities Litigation*, 19-cv-7881 (S.D.N.Y.); and represents individual investors in *In re Twitter, Inc. Securities Litigation*, Civil Action 4:19-7149-YRG (N.D. Cal.); *In re Sundial Growers Inc. Securities Litigation*, Index No.: 655178/2009 (N.Y. County Supreme Court); *In re Sonim Technologies Inc. Securities Litigation*, Leas Case No. 19-CIV-5564 (California Superior Court, San Mateo County); and *Converv v. Jumia Technologies AG, et al.*, Index No. 656021/2019 (N.Y. County Supreme Court).

In the past, Mr. Campisi has represented Oklahoma Police Pension and Retirement Fund (as liaison counsel) in *Milbeck v. Truecar, Inc. et al.*, 18-cv-2612 (C.D. Cal.) (\$28.25 million recovered); the Tennessee Consolidated Retirement System in *In re Fannie Mae 2008 Securities Litigation*, 08cv7831 (S.D.N.Y.) (\$170 million recovered); State Teachers' Retirement System of Ohio in *In re Merrill Lynch & Co., Inc. Securities, Derivative and ERISA Litigation*, 07cv9633 (S.D.N.Y.) (\$475 million recovered), one of the largest recoveries in a securities class action; the Virginia Retirement System in *In re Escala Group, Inc. Securities Litigation*, 06cv3518 (S.D.N.Y.) (\$18 million in cash and stock recovered); the Los Angeles City Employees' Retirement System in *In re Sequenom, Inc. Securities Litigation*, 09cv921 (S.D. Cal.) (\$43 million in cash and stock recovered, as of February 4, 2010, and significant corporate governance reforms) and in *In re Gentiva Securities Litigation*, 10cv5064 (E.D.N.Y.) (\$6.5 million recovered).

Other cases include *Schueneman v. Arena Pharms., et al.*, 10cv1959 (S.D. Cal.) (\$24 million recovered); *Kasper v. AAC Holdings, Inc., et al.*, 15cv923 (M.D. Tenn.) (\$25

million recovered); *In re SandRidge Energy, Inc. Shareholder Derivative Litigation*, No. CIV-13-102-W (W.D. Okla.) (\$38.5 million recovered); *In re Violin Memory, Inc. Securities Litigation*, 13cv5486 (N.D. Cal.) (\$7.5 million recovered); *In re Nevsun Resources Ltd.*, 12cv1845 (S.D.N.Y.) (approximately \$6 million settlement); *In re Countrywide Financial Corporation Securities Litigation*, 07cv5295 (C.D. Cal) (\$624 million recovered), *In re Proquest Company Securities Litigation*, 06cv10619 (E.D. Mich.) (\$20 million recovered), and *Friedman v. Penson Worldwide, Inc.*, 11cv2098 (N.D. Tex.) (\$6.5 million recovered).

Mr. Campisi is a graduate of Villanova University School of Law (*summa cum laude*), where he was a member of the Villanova Law Review and the *Order of the Coif*. Mr. Campisi earned a B.A. from Georgetown University (*cum laude*). Mr. Campisi served as a law clerk to the Late Honorable Herbert J. Hutton, United States District Judge for the United States District Court for the Eastern District of Pennsylvania.

Mr. Campisi is admitted to the Bar of the State of New York and the United States District Courts for the Northern, Southern, Eastern and Western Districts of New York, the United States District Court for the Western District of Tennessee, and the United States Courts of Appeals for the Ninth and Tenth Circuits.

**Education:**

- B.A., *cum laude*, Georgetown University (1996)
- J.D., *summa cum laude*, Villanova University School of Law (2000)

Member of Law Review and Order of the Coif

**Bar affiliations and court admissions:**

- Bar of the State of New York
- U.S. Courts of Appeals for the Ninth and Tenth Circuits
- U.S. District Courts for the Southern, Eastern, Northern and Western Districts of New York, and Western District of Tennessee

**Professional affiliations:**

- Federal Bar Council
- American Association for Justice

Mr. Campisi can be reached by email at: [jcampisi@kaplanfox.com](mailto:jcampisi@kaplanfox.com)

**MELINDA CAMPBELL** has been associated with Kaplan Fox since September 2004 and became a partner of the firm in 2012. She represents investors and institutions in securities fraud class action litigation.

Mrs. Campbell's noteworthy cases include: *In re Bank of America Corp. Securities Litigation*, MDL No. 2058 (S.D.N.Y.); *In re Ambac Financial Group, Inc. Securities Litigation*, No. 08-cv-411(NRB) (S.D.N.Y.); *In re Fannie Mae 2008 Securities Litigation*, No. 08-cv-7831(PAC) (S.D.N.Y.), and *In re Eletrobras Securities Litigation*, 15-cv-5754 (S.D.N.Y.) (\$14.75 million settlement).

Mrs. Campbell obtained her J.D. from the University of Pennsylvania Law School. While attending law school, she successfully represented clients of the Civil Practice Clinic of the University of Pennsylvania Law School and provided pro bono legal services through organizations including the Southern Poverty Law Center.

Mrs. Campbell obtained her undergraduate degree from the University of Missouri (*cum laude*).

Mrs. Campbell is a member of the Federal Courts Committee of the New York County Lawyers Association and served as a panelist in a continuing legal education course offered by the Committee concerning waiver of attorney-client privilege under Federal Rule of Evidence 501. Additionally, Mrs. Campbell is a member of the New York State Bar Association, the National Association of Women Lawyers, and the New York Women's Bar Association.

**Education:**

- B.A., University of Missouri (2000)
- J.D., University of Pennsylvania Law School (2004)

**Bar affiliations and court admissions:**

- Bar of the State of New York (2005)
- U.S. Courts of Appeals for the First, Second and Eleventh Circuits
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional affiliations:**

- American Bar Association
- New York State Bar Association
- New York County Lawyers Association

- New York Women's Bar Association
- National Association of Women Lawyers

Mrs. Campbell can be reached by email at: [MCampbell@kaplanfox.com](mailto:MCampbell@kaplanfox.com)

**ELANA KATCHER** has extensive complex antitrust litigation experience drawn from her work on both the plaintiff and defense sides. Ms. Katcher began her career in antitrust litigation as an associate at Sullivan & Cromwell LLP where she was a member of the trial team defending Microsoft Corporation against a series of private class actions brought in courts around the country, as well as representing other major defendants in bet-the-company litigation.

Since 2007, Ms. Katcher has been instrumental in some of Kaplan Fox's largest cases, including *In re Air Cargo Shipping Servs. Antitrust Litig.*, MDL No. 1775 (E.D.N.Y.), and a successful bellwether trial in *Neurontin Marketing, Sales Practices & Products Liability Litig.*, MDL No. 1629 (D. Mass.). In addition, Ms. Katcher co-drafted a successful opposition to the first Rule 12(b)(6) motion to dismiss in the sprawling Generic Pharmaceutical antitrust actions, *In re Propranolol Antitrust Litig.*, 249 F. Supp. 3d 712 (S.D.N.Y. 2017) (Rakoff, J.), and continues to work on behalf of the Direct Purchaser Plaintiffs in the *Generic Pharmaceutical* antitrust actions now pending before District Judge Cynthia M. Rufe in the Eastern District of Pennsylvania, including as part of the briefing team that recently prevailed against the first tranche of motions to dismiss brought in that litigation. See *In re Generic Pharm. Pricing Antitrust Litig.*, No. 16-CB-27243, 2018 WL 5003450 (E.D. Pa. Oct. 16, 2018).

In addition, Ms. Katcher represents significant corporate clients, including clients listed on Nasdaq, in individual antitrust actions in Packaged Seafood in which she has recently co-argued a key motion to dismiss before District Judge Janis L. Sammartino, obtaining a significant victory where the court upheld jurisdiction over two foreign defendants. See *In re Packaged Seafood Prod. Antitrust Litig.*, No. 15-MD-2670 JLS (MDD), 2018 WL 4222506 (S.D. Cal. Sept. 5, 2018). Ms. Katcher has also taken major depositions of key witnesses in the U.S., Hong Kong, and Frankfurt, in Air Cargo, Packaged Seafood, and other cases.

Prior to Kaplan Fox, she was an associate at Sullivan & Cromwell LLP and King & Spalding LLP, where she participated in the defense of major companies, including at trial and in arbitration.

**Education:**

- B.A. Oberlin College
- J.D., New York University

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional Affiliations:**

- New York State Bar Association
- New York City Bar Association

Ms. Katcher can be reached by email at: [ekatcher@kaplanfox.com](mailto:ekatcher@kaplanfox.com)

**MATTHEW P. McCAHILL** was associated with Kaplan Fox from 2003 to 2005, rejoined the firm in May 2013 and became a partner in 2016. He practices in the areas of antitrust and securities litigation, as well as commercial litigation. From 2006 to early 2013, Mr. McCahill was an associate at Berger & Montague, P.C. in Philadelphia. While focusing on insurance and antitrust class action cases, including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.) and *Ormond et al. v. Anthem, Inc. et al.*, Case No. 1:05-cv-01908-TWP-TAB (N.D. Ind.) (related to the demutualization of Anthem Insurance, which settled for \$90 million in 2012), he also represented corporations and bankruptcy trustees in commercial litigation involving claims for breach of contract, breach of fiduciary duty and fraudulent conveyance.

Mr. McCahill's practice includes representation of plaintiffs opting out of class actions. He currently represents large retailers who opted out of the *Payment Card* class to pursue their own antitrust actions against Visa and MasterCard challenging the networks' merchant rules and their interchange (or "swipe") fees. Among the merchants he and the firm represent in that case are E-Z Mart Stores, Inc., Sunoco, LP (formerly known as Susser Holdings Corp., operator of the Stripes® convenience store chain),

Jacksons Food Stores, Sheetz, Inc., Kum & Go, L.C., Einstein Noah Restaurant Group, Furniture Row, Inc. and NPC International, Inc. (the world's largest franchisee of Pizza Hut restaurants).

Mr. McCahill is part of the Kaplan Fox team representing large grocery chains and food distributors (including Giant Eagle, Inc., Associated Food Stores, Inc., Affiliated Foods, Inc., Western Family Foods, Inc. and the McLane Company, Inc., among others) in individual actions in *In re Packaged Seafood Products Antitrust Litigation*, MDL No. 2670 (S.D. Cal.), alleging price-fixing and other antitrust violations against Tri-Union Seafoods, LLC (d/b/a Chicken of the Sea), Bumble Bee Foods, LLC, and others. He and other Kaplan Fox lawyers are also representing the Ohio Public Employees Retirement System in an individual securities fraud action against Brazilian energy conglomerate Petrobras in *In re Petrobras Securities Litigation*, Civ. Action No. 14-cv-9662 (JSR) (S.D.N.Y.).

Mr. McCahill's current and past involvement in class action litigation at Kaplan Fox includes: *In re Cast Iron Soil Pipe Antitrust Litigation*, MDL No. 2508 (E.D. Tenn.), where he currently represents a proposed class of direct purchasers of cast iron soil pipes and fittings in an antitrust case against the Cast Iron Soil Pipe Institute, Charlotte Pipe & Foundry Co. and McWane, Inc. and its subsidiaries; *In re SandRidge Energy, Inc. Shareholder Derivative Litigation*, No. CIV-13-102-W (W.D. Okla.) (partial settlement of \$38 million); *In re Neurontin Antitrust Litigation*, MDL No. 1479 (D.N.J.) (delayed-generic entry action brought by direct purchasers of Pfizer's drug Neurontin, which settled for \$190 million following nearly 12 years of litigation).

In 2014, 2015 and 2016, Mr. McCahill was named a "New York Metro Super Lawyer – Rising Star" in antitrust litigation, and was selected as a "Pennsylvania Super Lawyer – Rising Star" (also in antitrust litigation) in 2012 and 2013. He is a member of the American, Pennsylvania State, New York State and New York City bar associations. Mr. McCahill's *pro bono* efforts focus primarily on representing Marine Corps veterans in benefits proceedings before the Veterans Administration.

Mr. McCahill is a 2000 graduate of Rutgers College where he received a B.A., *summa cum laude*, in history and was elected to Phi Beta Kappa. He graduated

from Fordham Law School in 2003, where he was a member of the *Fordham Urban Law Journal*. He is fluent in French and proficient in Spanish.

**Education:**

- B.A., History, *summa cum laude*, Rutgers College (2000)
- J.D., Fordham Law School (2003)

**Bar Affiliations and Court Admissions:**

- Bars of the State of New York and the Commonwealth of Pennsylvania
- U.S. Court of Appeals for the Second Circuit
- U.S. District Courts for the Southern and Eastern Districts of New York and the Eastern District of Pennsylvania

**Professional Affiliations:**

- American Bar Association
- New York State Bar Association
- Pennsylvania Bar Association
- Association of the Bar of the City of New York

Mr. McCahill can be reached by email at: [mmccahill@kaplanfox.com](mailto:mmccahill@kaplanfox.com)

**DAVID A. STRAITE** joined the New York office of Kaplan Fox in 2013 and became a partner in 2017. He focuses on digital privacy litigation, helping to protect consumer privacy in class actions against Facebook, Google, Yahoo and others. In 2012, M.I.T. Technology Review magazine called Mr. Straite “something of a pioneer” in digital privacy litigation. Mr. Straite also protects investors in securities, corporate governance, and hedge fund litigation. Prior to joining the firm, Mr. Straite helped launch the US offices of London-based Stewarts Law LLP, where he was the global head of investor protection litigation, the partner in residence in New York, and a member of the US executive committee. Prior to Stewarts Law he worked in the Delaware office of Grant & Eisenhofer and the New York office of Skadden Arps.

Mr. Straite speaks frequently on topics related to both privacy and investor protection. Most recently:

January 2020: featured panelist, "Balancing Government Investigation and Class Action Following a Data Breach" seminar at the Southern District of New York, hosted by the Federal Bar Council and moderated by the Hon. Naomi Reice

Buchwald.

March 2018: featured panelist at the "Recent Developments in Cybersecurity and Data Privacy" seminar at the Southern District of New York, hosted by the Federal Bar Council and moderated by the late Hon. Deborah Batts.

February 2017: featured panelist on the "Data Privacy and Article III Standing" panel at the Federal Bar Council's 2017 Winter Meeting along with Dean Erwin Chemerinsky and the Hon. Lorna Schofield.

February 2016: featured speaker at the St. John's University "Cyber Law" CLE weekend.

February 2013: featured panelist on the hedge fund panel at the February 6, 2013 meeting of the National Association of Public Pension Attorneys in Washington, D.C. ("Structuring Investments - Do I get to Go to the Cayman Islands?")

David also debated the general counsel of Meetup, Inc. during 2013 Social Media Week ("David vs. Goliath: the Global Fight for Digital Privacy") and gave a guest lecture on the Legal Talk Network's "Digital Detectives" podcast. He has also given interviews to Channel 10 (Tel Aviv), BBC World News (London), SkyNews (London), CBS Ch. 2 (New York) and CBS news radio (Philadelphia).

Mr. Straite is also an adjunct professor at Yeshiva University's Sy Syms School of Business, teaching Business Law and Ethics for the Fall semester (2015, 2016, 2017 and 2019).

Mr. Straite has co-authored *Google and the Digital Privacy Perfect Storm* in E-Commerce Law Reports (UK) (2013), authored *Netherlands: Amsterdam Court of Appeal Approves Groundbreaking Global Settlements Under the Dutch Act on the Collective Settlement of Mass Claims*, in The International Lawyer's annual "International Legal Developments in Review" (2009), and was a contributing author for Maher M. Dabbah & K.P.E. Lasok, QC, *Merger Control Worldwide* (2005).

Mr. Straite's recent litigation includes co-leading a class of investors in *In re: CSO Hedge Fund Litigation* New York federal court (settlement approved January 2016); pursuing digital privacy claims as co-class counsel in *In re: Facebook Internet Tracking Litigation* and *In re Yahoo Mail Litigation* in California (settlement approved August 2016) and *In re: Google Inc. Cookie Placement Consumer Privacy Litigation* in Delaware;

pursuing corporate governance claims in Delaware Chancery Court in a number of matters; and helping to develop the first multi-claimant test of the UK's new prospectus liability statute in a case against the Royal Bank of Scotland in the English courts.

**Education:**

- B.A., Tulane University, Murphy Institute of Political Economy (1993)
- J.D., *magna cum laude*, Villanova University School of Law (1996), Managing Editor, Law Review and Order of the Coif

**Bar affiliations and court admissions:**

- Bar of the State of New York (2000)
- Bar of the State of Delaware (2009)
- Bar of the State of Pennsylvania (1996)
- Bar of the State of New Jersey (1996)
- Bar of the District of Columbia (2008)
- U.S. District Courts for the Southern and Eastern Districts of New York; Eastern District of Pennsylvania; and the District of Delaware
- U.S. Courts of Appeals for the Second, Third and Ninth Circuits

**Professional affiliations:**

- American Bar Association
  - Section of Litigation (Privacy and Data Security Committee)
  - Section of Business Law
- Delaware Bar Association
- New York American Inn of Court (Master of the Bench)
- Internet Society
- Member, International Association of Privacy Professionals

Mr. Straite can be reached by email at: [dstraite@kaplanfox.com](mailto:dstraite@kaplanfox.com)

**OF COUNSEL**

**GARY L. SPECKS** practices primarily in the area of complex antitrust litigation. He has represented plaintiffs and class representatives at all levels of litigation, including appeals to the U.S. Courts of Appeals and the U.S. Supreme Court. In addition, Mr. Specks has represented clients in complex federal securities litigation, fraud litigation,

civil RICO litigation, and a variety of commercial litigation matters. Mr. Specks is resident in the firm's Chicago office.

During 1983, Mr. Specks served as special assistant attorney general on antitrust matters to Hon. Neil F. Hartigan, then Attorney General of the State of Illinois.

**Education:**

- B.A., Northwestern University (1972)
- J.D., DePaul University College of Law (1975)

**Bar Affiliations and Court Admissions:**

- Bar of the State of Illinois (1975)
- U.S. Courts of Appeals for the Third, Fifth, Seventh, Ninth and Tenth Circuits
- U.S. District Court for the Northern District of Illinois, including Trial Bar

**Professional Affiliations:**

- American Bar Association
- Illinois Bar Association
- Chicago Bar Association

Mr. Specks can be reached by email at: [GSpecks@kaplanfox.com](mailto:GSpecks@kaplanfox.com)

**W. MARK MCNAIR** has been associated with Kaplan Fox since 2003. He practices in the area of securities litigation. Mr. McNair is actively involved in maintaining and establishing the Firm's relationship with institutional investors and is active in the Firm's Portfolio Monitoring and Case Evaluation Program for the Firm's numerous institutional investors.

Mr. McNair is a frequent speaker at various institutional events, including the National Conference of Public Employee Retirement Systems and the Government Finance Office Association.

Prior to entering private practice, Mr. McNair was an Assistant General Counsel at the Municipal Securities Rulemaking Board where he dealt in a wide range of issues related to the trading and regulation of municipal securities. Previously, he was an attorney in the Division of Market Regulation at the Securities and Exchange Commission. At the Commission his work focused on the regulation of the options markets and derivative products.

**Education:**

- B.A. with honors, University of Texas at Austin (1972)
- J.D. University of Texas at Austin (1975)
- L.L.M. (Securities) Georgetown University (1989)

**Bar Affiliations and Court Admissions:**

- Bar of the State of Texas (1975)
- Bar of the State of Maryland (1995)
- Bar of the State of Pennsylvania (1995)
- Bar of the District of Columbia (2008)
- U.S. Courts of Appeals for the Third, Fifth, Seventh, Ninth and Tenth Circuits
- U.S. District Court for the Northern District of Illinois, including Trial Bar

Mr. McNair can be reached at [MMcnair@kaplanfox.com](mailto:MMcnair@kaplanfox.com)

**MAIA C. KATS** practices in the area of consumer litigation, with a special emphasis on deceptive labeling in the food and dietary supplements context. Prior to joining Kaplan Fox, Maia was the Litigation Director for the Center for Science in the Public Interest, where she led the department to unprecedented success. She is widely regarded as a leading expert in food litigation and is a frequent speaker on the topic nationwide. Maia is the consumer representative on FDLI's 2019 Food Advertising, Labeling, and Litigation Conference Planning Committee. She is based in Washington, DC.

Maia has served as lead or co-lead counsel in many landmark, deceptive marketing class actions that favorably resolved including, most recently, Coca-Cola (Vitaminwater), PepsiCo (Naked Juice), General Mills (Cheerios Protein), and Campbell's (Plum Organics). She is currently class counsel in numerous deceptive "health halo" cases, including against CVS (Algal-DHA memory supplements), Jamba Juice (Smoothies), and Coca-Cola and the American Beverage Association (misleading marketing of sugar drinks as not linked scientifically to obesity and diabetes). Coverage of her cases routinely appears in the press, including on Good Morning America, ABC News, The Wall Street Journal, The Washington Post, NPR, and more.

**Education:**

- B.A. University of Michigan (1984)
- J.D. University of Michigan Law School (1988)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (1989)
- Bar of the State of District of Columbia (1990)
- U.S. Courts of Appeals for the Second Circuit
- U.S. District Court for the Northern District of California and District of Columbia

Ms. Kats can be reached at [MKats@kaplanfox.com](mailto:MKats@kaplanfox.com)

**WILLIAM J. PINILIS** practices in the areas of commercial, consumer and securities class action litigation.

He has been associated with Kaplan Fox since 1999 and is resident in the firm's New Jersey office.

In addition to his work at the firm, Mr. Pinilis has served as an adjunct professor at Seton Hall School of Law since 1995 and is a lecturer for the New Jersey Institute for Continuing Legal Education. He has lectured on consumer fraud litigation and regularly teaches the mandatory continuing legal education course Civil Trial Preparation.

Mr. Pinilis is the author of "Work-Product Privilege Doctrine Clarified," *New Jersey Lawyer*, Aug. 2, 1999; "Consumer Fraud Act Permits Private Enforcement," *New Jersey Law Journal*, Aug. 23, 1993; "Lawyer-Politicians Should Be Sanctioned for Jeering Judges," *New Jersey Law Journal*, July 1, 1996; "No Complaint, No Memo – No Whistle-Blower Suit," *New Jersey Law Journal*, Sept. 16, 1996; and "The *Lampf* Decision: An appropriate Period of Limitations?" *New Jersey Trial Lawyer*, May 1992.

**Education:**

- B.A., Hobart College (1989)
- J.D., Benjamin Cardozo School of Law (1992)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New Jersey (1992)
- Bar of the State of New York (1993)

- U.S. District Courts for the District of New Jersey, and the Southern and Eastern Districts of New York

**Professional Affiliations:**

- Morris County Bar Association
- New Jersey Bar Association
- Graduate, Brennan Inn of Court

Mr. Pinilis can be reached by email at: [WPinilis@kaplanfox.com](mailto:WPinilis@kaplanfox.com)

**JUSTIN B. FARAR** joined Kaplan Fox in March 2008. He practices in the area of securities and antitrust litigation with a special emphasis on institutional investor involvement. He is located in the Los Angeles office. Prior to joining the firm, Mr. Farar was a litigation associate at O'Melveny & Myers, LLP and clerked for the Honorable Kim McLane Wardlaw on the Ninth Circuit Court of Appeals. Mr. Farar also currently serves as a Commissioner to the Los Angeles Convention and Exhibition Authority.

Mr. Farar is also an adjunct professor at the University of Southern California Gould Law School teaching a course on class actions.

**Education:**

- J.D., order of the coif, University of Southern California Law School (2000)
- B.A., with honors, University of California, San Diego

**Bar Affiliations and Court Admissions:**

- Bar of the State of California (2000)
- U.S. Court of Appeals for the Ninth Circuit (2000)
- U.S. District Court for the Central of California (2000)

**Awards:**

- The American Society of Composers, Authors and Publishers' Nathan Burkan Award Winner, 2000 for article titled "Is the Fair Use Defense Outdated?"

Mr. Farar can be reached by email at: [JFarar@kaplanfox.com](mailto:JFarar@kaplanfox.com)

**MATTHEW GEORGE** is a complex litigation attorney at Kaplan Fox & Kilsheimer LLP with a practice focused on data privacy, consumer protection, and employment/labor cases. He has significant experience and expertise handling multidistrict litigation and

other coordinated proceedings in state and federal courts involving multiple parties and complex discovery issues.

Matthew has been a strong advocate for consumer and patient privacy. He has served on court-appointed lead counsel teams in notable cutting-edge data breach and information privacy cases against Target, Adobe, Yahoo!, and Horizon Healthcare. In these and other cases he has worked with cybersecurity experts to gain technical knowledge in data collection, management and protection. He was recently appointed to the Plaintiffs' Steering Committee in *In re 21st Century Oncology Data Breach Litigation*, MDL No. 2737, pending in the Middle District of Florida.

Matthew has also recovered unpaid overtime wages for thousands of workers across the United States under state and federal law in over a dozen cases. His notable recoveries include generating a \$9.9 million settlement on behalf of retail employees and winning a two-week arbitration representing misclassified account representatives against a Fortune 500 company. Matthew has also recovered over \$10 million for employees in cases alleging violations of the WARN Act when the employees were not provided required notice before their terminations.

He has also represented customers challenging deceptive business practices and has worked to obtain significant recoveries in consumer fraud cases against companies including Chase, Mercedes-Benz and The Ritz-Carlton. He currently represents consumers in cases against HBO, Logitech, and Chipotle, among others. In addition to representing plaintiffs in class action cases, Matthew has also represented institutional clients including labor unions and conducted a risk management analysis for a multi-national health and wellness consumer product corporation.

Matthew has been selected by his peers as a "Rising Star" by Northern California Super Lawyers each year from 2011-2014 and was chosen as a "Super Lawyer" in 2016, the first year he was eligible for the distinction. He has been a regular speaker at industry conventions and seminars on topics ranging from arbitration, expert discovery, settlement strategies, and the rapidly changing field of privacy law.

**Education:**

- B.A., Political Science and Criminal Justice, *magna cum laude*, Chapman University (2002)

- J.D., The University of Michigan Law School (2005)

**Publications and Speaking Engagements:**

- Expert Depositions: Promoting Expertise and Limiting Exposure –Bridgeport Continuing Legal Education “Mastering the Deposition” Seminar (January 2017)
- “How Viable Is the Prospect of Private Enforcement of Privacy Rights In The Age of Big Data? An Overview of Trends and developments In Privacy Class Actions” – Competition, The Journal of the Antitrust and Unfair Competition Law Section of the State Bar of California, Volume 24, No. 1 (Spring 2015)
- Panel Discussion of Sony Pictures Data Breach Cases – CNBC’s “Squawk On the Street” (December 2014)
- New and Developing Practice Areas – CAOC 53<sup>rd</sup> Annual Convention (November 2014)
- Privacy Law Symposium – University of California, Hastings College of the Law (April 2014)
- Update On the Target Data Breach Litigation – HarrisMartin Target Data Breach MDL Conference (March 2014)
- Consumer Privacy Law – 8<sup>th</sup> Annual CAOC Class Action Seminar (February 2014)
- Privacy Litigation and Management: Strategies For Protection and Litigation – Bridgeport Continuing Legal Education Seminar (December 2012)
- Class Action Settlement Strategies and Mechanics – 12<sup>th</sup> Annual Bridgeport Class Action Litigation & Management Conference (April 2012)
- Developments In the Arbitration of Wage and Hour Disputes – Bridgeport 2010 Wage and Hour Conference (October 2010)

**Bar Affiliations and Court Admissions:**

- Bar of the State of California
- U.S. District Courts for the Northern, Central, Southern and Eastern Districts of California, and the District of Colorado
- Ninth Circuit Court of Appeals

**Professional Affiliations:**

- Bay Area Lawyers for Individual Freedom
- Consumer Attorneys of California (Diversity Committee)
- American Bar Association (Labor and Employment Section)

Mr. George can be reached by email at: [mgeorge@kaplanfox.com](mailto:mgeorge@kaplanfox.com)

## **ASSOCIATES**

**MARIO M. CHOI** is a resident in the Oakland office and practices in the areas of securities, antitrust, and consumer protection litigation. Mr. Choi's recent litigations include *Schueneman v. Arena Pharmaceuticals, Inc., et al.* (S.D. Cal.), *In re Rocket Fuel, Inc. Securities Litigation* (N.D. Cal.), *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation* (S.D.N.Y.), *In re Packaged Seafood Products Antitrust Litigation* (S.D. Cal.), *Schneider v. Chipotle Mexican Grill, Inc.* (N.D. Cal.), and *In re Apple Inc. Device Performance Litigation* (N.D. Cal.).

Prior to joining the firm, Mr. Choi worked at the New York office of Pryor Cashman LLP where he handled a number of complex commercial cases ranging from intellectual property and contract disputes to real estate and environmental issues.

During law school, Mr. Choi interned for the Honorable Bruce M. Selya, U.S. Circuit Judge for the U.S. Court of Appeals for the First Circuit, interned for the U.S. Securities and Exchange Commission in Boston and clerked for the Asian Law Caucus in San Francisco. After law school, Mr. Choi clerked for the Honorable Richard B. Lowe, III, a justice of the New York Supreme Court.

Mr. Choi is actively involved in the community, including serving as a Judge Pro Tem for the San Francisco Superior Court and on the boards of various non-profit organizations in the Bay Area. For his work, Mr. Choi was elected as a Fellow of the American Bar Foundation.

### **Education:**

- B.A., Boston University
- M.A., Columbia University
- J.D., Northeastern University

### **Bar Affiliations and Court Admissions:**

- Bar of the State of New York

- Bar of the State of California
- U.S. Courts of Appeals for the Eighth and Ninth Circuits
- U.S. District Courts for the Northern, Southern and Central Districts of California and the Southern District of New York

**Professional Affiliations:**

- American Bar Association
- Asian American Bar Association – Bay Area
- Bar Association of San Francisco
- Federal Bar Association

Mr. Choi can be reached by email at: [mchoi@kaplanfox.com](mailto:mchoi@kaplanfox.com)

**PAMELA MAYER** is focused on the investigation, analysis and initiation of securities claims on behalf of the firm's institutional and individual clients utilizing her combined legal and finance background.

Prior to joining Kaplan Fox, Ms. Mayer was a securities investigation and litigation attorney for a multinational investment bank. Utilizing her combined legal and business background, including her M.B.A., Ms. Mayer focuses on the research and analysis of securities claims on behalf of our firm's individual and institutional clients and is dedicated full-time to the firm's Portfolio Monitoring and Case Evaluation Program. Ms. Mayer also has substantial litigation experience in the area of intellectual property.

**Education:**

- B.S., The University of Rochester
- J.D., The George Washington University
- M.B.A., Finance, The University of Michigan

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional Affiliations:**

- New York State Bar Association

Ms. Mayer can be reached by email at: [pmayer@kaplanfox.com](mailto:pmayer@kaplanfox.com)

**AARON L. SCHWARTZ** has been associated with Kaplan Fox since July 2017. He practices securities, antitrust and consumer protection litigation.

Prior to joining the firm, Mr. Schwartz was a Deputy Attorney General in the Pennsylvania Office of Attorney General, Antitrust Section. As a Deputy Attorney General, Mr. Schwartz conducted investigations, brought suit to enjoin anticompetitive corporate mergers, and prosecuted pharmaceutical product-hopping schemes, market allocation schemes, and unfair trade practices.

**Education:**

- B.A., University of Wisconsin—Madison (2009)
- J.D., The Pennsylvania State University—The Dickinson School of Law (2014)

**Bar Affiliations and Court Admissions:**

- Bar of the Commonwealth of Pennsylvania
- Bar of the State of New York
- U.S. Court of Appeals for the Third Circuit
- U.S. District Courts for the Eastern, Middle, and Western Districts of Pennsylvania

**Professional Affiliations:**

- Pennsylvania Bar Association
- American Bar Association

Mr. Schwartz can be reached by email at: [aschwartz@kaplanfox.com](mailto:aschwartz@kaplanfox.com)

**JASON A. URIS** has been associated with Kaplan Fox since May 2013. He practices in the areas of securities, antitrust, and consumer litigation.

Mr. Uris is currently involved in several litigations, including *Milbeck v. TrueCar, Inc., et al.*, *Lewis v. YRC Worldwide Inc., et al.*, and *In re: Keurig Green Mountain Single-Serve Coffee Antitrust Litigation*.

Mr. Uris was also a member of the teams that litigated the following cases: *Kasper v. AAC Holdings, Inc., et al.* (M.D. Tenn.) (\$25 million settlement); *In re SandRidge Energy, Inc. Shareholder Derivative Litigation*, No. CIV-13-102-W (W.D. Okla.) (partial settlement of \$38 million); *In re Cast Iron Soil Pipe Antitrust Litigation*, MDL No. 2508

(E.D. Tenn.) (\$30 million settlement); *In re: CSO Hedge Fund Litigation* (\$13.5 million settlement).

**Education:**

- B.A., *cum laude*, Boston University (2011)
- J.D., Fordham University School of Law (2014)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (2015)
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional Affiliations:**

- New York State Bar Association

Mr. Uris can be reached by email at: [juris@kaplanfox.com](mailto:juris@kaplanfox.com)