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

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

Plaintiff,

v.

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

Defendants.

Case No.: RG15781276
**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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1 **I. INTRODUCTION**

2 Plaintiff Christopher Parker requests that the Court grant preliminary approval of a class
3 action settlement that will resolve this five-year old litigation, as well as two related cases pending
4 in federal courts in New Jersey and Illinois. Each of the cases generally alleged that Defendant
5 Logitech, Inc., ran afoul of consumer protection and warranty laws in connection with the
6 marketing and sale of “Alert Systems”, a digital home security camera product. In sum, Plaintiff
7 Parker and Logitech, as well as the Plaintiffs in the related cases, have agreed to an \$850,000 all
8 cash settlement, which will provide meaningful compensation for purchasers of Logitech’s Alert
9 Systems, who will each be eligible for a \$50 payment without a proof of purchase, as well as the
10 option to obtain additional \$20 payments if they purchased additional “add-on” cameras from
11 Logitech to supplement their Alert System. The terms of the settlement are straightforward and
12 typical for similar consumer electronic product cases in California and meet all of the Court’s
13 guidelines and standards for granting preliminary approval. Plaintiffs submit that this proposed
14 settlement is a very good result, particularly considering that class certification was denied by the
15 Court, where the case was primarily litigated, and the denial was upheld by the Court of Appeals.

16 Accordingly, Plaintiff requests that the Court grant this motion and permit the notice to be
17 distributed to potential claimants throughout the United States.

18 **II. BACKGROUND**

19 While this case and the accompanying settlement presents as a typical consumer fraud class
20 action, the procedural background is somewhat unique given the pendency of multiple cases
21 involving the same issues. In 2015, Kaplan Fox & Kilsheimer LLP, (“Kaplan Fox”) was retained
22 by Plaintiff Parker to investigate and prosecute potential claims involving consumer fraud and
23 warranty problems involving the Logitech Alert System, of which he was a purchaser and user.
24 Declaration of Matthew B. George in Support of Motion for Preliminary Approval of Class Action
25 Settlement (“George Decl.”), ¶ 2. On August 10, 2015, the instant case was filed in the Alameda
26 County Superior Court (the “Parker Action”), which was assigned to the Hon. George Hernandez
27 (Ret.). *Id.* Plaintiff Parker’s Complaint generally alleged that the Alert Systems were deceptively
28 marketed because the technology was flawed and incapable of providing the comprehensive digital

1 video home security system that consumers expected. Plaintiff Parker also alleged that Logitech
2 was in violation of its contractual warranties as well as those provided by California law. *Id.*

3 The *Parker* Action has been heavily litigated within this Court. George Decl., ¶ 3.
4 Plaintiff's Complaint originally survived a motion to strike Plaintiff's class allegations, and the
5 Parties engaged in extensive discovery. *Id.* Among other things, the Parties negotiated an ESI
6 protocol that resulted in the production of 25,647 documents, including emails as well as technical
7 specifications, testing reports, and other data. *Id.* Each side took pertinent depositions, with
8 Plaintiff deposing eight key engineers, executives, and customer service personnel in locations
9 including San Diego, California and Denver, Colorado. *Id.* Plaintiff Parker also sat for a full day
10 deposition and responded to over one-hundred written discovery requests. *Id.* The Parties had
11 numerous discovery disputes requiring extensive and lengthy meet and confers and had to seek the
12 Court's resolution on a number of issues. *Id.* The Parties also attended a number of case
13 management conferences to address discovery, scheduling, and other matters. *Id.*

14 Plaintiff Parker also issued a pre-class certification "Pioneer" notice to potential class
15 members, informing them of the litigation and that their contact information would be provided to
16 Plaintiff's counsel if they did not choose to opt out. George Decl., ¶ 4. As a result, approximately
17 9,000 potential California class members had their contact information shared with Plaintiffs'
18 counsel, who they communicated with and provided a number of defunct Alert Systems for
19 examination by Plaintiff's counsel and their experts at Berkeley Engineering and Research, Inc.
20 ("BEAR"). *Id.*

21 On September 13, 2017, Plaintiff Parker filed a motion for class certification, which was
22 submitted with dozens of documentary exhibits and deposition testimony, and an expert analysis
23 of the alleged technical issues with the Alert System from BEAR. George Decl., ¶ 5. Logitech
24 vigorously opposed Plaintiff's motion, providing its own rebuttal expert from Exponent Labs. The
25 Court heard Plaintiff's motion on October 10, 2017, which was subsequently denied by order of
26 October 18, 2017. *Id.* Plaintiff Parker appealed the order to the First District Court of Appeals,
27 which was denied on February 25, 2019 after a hearing. *Id.*

28 While the Parties were litigating the *Parker* Action, Kaplan Fox filed two additional class

1 actions on behalf of Alert System consumers in federal court. George Decl., ¶ 6. The first, *Shapiro*
2 *v. Logitech*, Case No. 3:17-cv-00673-FLW-TJB, was filed on January 31, 2017 in the District of
3 New Jersey, Trenton Division (the “*Shapiro Action*”), and assigned to the Hon. Freda Wolfson. *Id.*
4 The *Shapiro Action* originally had named Plaintiffs Ed Shapiro and Steven Chernus, from the states
5 of New Jersey and Pennsylvania, respectively. *Id.* Subsequently, a third case was filed by Plaintiff
6 Jim Anderson of Illinois, *Anderson v. Logitech*, Case No. 1:17-cv-06104, on August 22, 2017 in
7 the District of Illinois and assigned to the Hon. Harry Leinenweber (the “*Anderson Action*”). *Id.*
8 The cases are collectively referred to as the “Combined Litigation” in the Settlement Agreement.

9 Logitech is also represented by defense counsel here, Wilson Elser, in those other matters,
10 and vigorously defended them as well. George Decl., ¶ 7. Logitech filed many dispositive motions,
11 including motions to dismiss for lack of jurisdiction, motions to dismiss for failure to state a claim,
12 motions to strike Plaintiffs’ class allegations, and motions to compel arbitration. *Id.* The Courts in
13 the *Shapiro* and *Anderson Actions* eventually denied Logitech’s motions to compel arbitration and
14 granted limited relief to dismiss Plaintiff Chernus on jurisdictional grounds, certain aspects of
15 Plaintiffs’ class claims, and certain individual state law claims. *Id.* The Courts also had regular
16 status conferences, and the Parties took additional written and document discovery. *Id.* Plaintiffs
17 had yet to file class certification motions on those matters at the time of settlement. *Id.*

18 While the matters have been heavily litigated, the Parties did make earnest efforts to reach
19 a resolution at various points. The Parties first attended a mediation in Los Angeles, California, on
20 June 22, 2016, with the Hon. Peter Lichtman (Ret.) of JAMS, and returned approximately one year
21 later, on July 24, 2017, for another day session with Judge Lichtman. George Decl., ¶ 8. The
22 matters did not settle. *Id.* Subsequently, the Parties retained the Hon. Marc Marmaro of Judicate
23 West in Los Angeles, and attended another mediation on December 18, 2019. *Id.* Although the
24 matter did not settle at the mediation, the Parties continued settlement discussions both with and
25 without the assistance of Judge Marmaro and eventually reached a settlement in 2020. *Id.* At all
26 times, the Parties settlement discussions were conducted at arm’s length with most of the
27 negotiations facilitated by two highly-regarded former California trial court judges with experience
28 in the complex litigation departments of Los Angeles County. *Id.*

1 **III. SUMMARY OF THE SETTLEMENT**

2 As set forth in the Settlement Agreement, attached as Exhibit 1 to the George Declaration,
3 all capitalized terms will have the same meaning. The Settlement will fully and completely resolve
4 all of the class actions arising out of Logitech’s Alert System.

5 **A. Settlement Class**

6 The Settlement Class means “all individuals in the United States of America who purchased
7 the Alert Systems products of Logitech since August 10, 2011, as described in the operative
8 Complaints of the Parker Action, the Shapiro Action, and the Anderson Action during the time
9 periods described in those operative Complaints.” Settlement, ¶ 2.6.

10 **B. Compensation to the Class**

11 The Settlement Fund will create an \$850,000 non-reversionary fund to be distributed to
12 Logitech Alert Systems buyers, and is inclusive of any award of attorneys’ fees, costs, and incentive
13 payments to the class representatives as set forth below. Settlement, ¶ 5.2.1. Each eligible Class
14 Member will have the opportunity to:

- 15 1. Submit a claim for a \$50 payment *without* a proof of purchase so long as their email
16 address is registered with Logitech as part of its records for those who registered
17 their products. Settlement, ¶ 5.6.1-2.
- 18 2. In addition to the \$50 payment, for purchasers who bought additional “add-on”
19 cameras to supplement their Alert System, an additional \$20 per camera with proofs
of purchase, up to a maximum of ten cameras. Accordingly, although most buyers
only had 1-3 cameras, the total payout under this method could result in a \$250
payment. Settlement, ¶¶ 5.6.1-2.

20 Class Members will have 60 days to be able to submit their claims electronically, or by hard copy,
21 with accompanying documentation, and may be eligible to obtain their payments by check or by
22 digital deposit through their preferred app, such as PayPal or Venmo. Settlement, ¶ 6.2.6, ¶ 6.4.2.
23 Class Members will also have the right to opt-out, object, or comment on the Settlement, with
24 instructions on how to do so contained in the Class Notice. Settlement, ¶¶ 6.2.4-5, Ex. A.

25 **C. Release**

26 The Settlement will release “as to each Participating Claimant, shall mean
27 any and all known and unknown claims, rights, demands, liabilities, and causes of action arising
28 from and/or related to, the same set of operative facts as alleged or could have been alleged against

1 Releases in the operative Complaints of the Combined Litigation, including, but not limited to, all
2 claims related to or based on the Class Member's purchase of any product that was in any way
3 related to the Alert System products or accessories of Logitech and any related tort, contract, and
4 punitive damages claims, and claims for interest, attorneys' fees, litigation and other costs,
5 expenses, restitution, and equitable and declaratory relief." Settlement, ¶¶ 2.8-9.

6 **D. Service Payments, Attorneys' Fees and Costs**

7 The Settlement also provides for the payment of a \$3,750 Service Payment to Plaintiff
8 Parker, who has been involved in this litigation for over five years, responded to over 100 written
9 discovery requests, sat for a full day deposition, and had the remainder of his Alert System removed
10 from his home and inspected by Logitech's and Plaintiff's experts. Settlement, ¶ 5.3.1; George
11 Decl., ¶ 15. The Settlement also provides for Service Payments of \$1,250 to the other three
12 Plaintiffs in the federal cases, Mr. Anderson, Mr. Shapiro, and Mr. Chernus, who also participated
13 in these cases for many years and responded to discovery. *Id.*

14 Because Plaintiffs' counsel have expended tremendous time and effort litigating these
15 cases, any potential lodestar in this case will greatly exceed the proposed Settlement Fund. George
16 Decl., ¶ 12. Accordingly, in order to distribute as much of the Settlement Fund as possible to
17 impacted consumers, Kaplan Fox is only seeking reimbursement of its out-of-pocket costs incurred
18 in litigating this case, such as those for notice, discovery, deposition and hearing travel, and experts
19 expended on behalf of the class, but that amount shall not exceed \$270,000, or approximately 28%
20 of the Settlement Fund. Settlement, ¶ 5.4.1; George Decl., ¶ 13. Additionally, should the amount
21 of valid claims not exceed \$425,000 (or 50%) of the fund, Plaintiffs' counsel may also seek a
22 modest award of \$100,000 in attorneys' fees in addition to their final costs, subject to Court
23 approval. Settlement, ¶ 5.4.1; George Decl., ¶ 13. The balance of any Settlement Fund that is not
24 paid to satisfy the value of claims submitted, attorneys' fees, costs, and Service Payments, will be
25 distributed pro rata to increase the base \$50 base payment for each Class Member. Settlement, ¶
26 5.6.2. Conversely, should the value of submitted claims exceed the Settlement Fund's capacity
27 after any payments for claims, Service Payments, and costs of litigation, the \$50 base payment for
28 claims will be reduced pro rata. *Id.* In the event that any pro rata reduction of claims payments is

1 required, Class Counsel will not seek payment for any attorneys' fees but only seek to recover its
2 litigation costs, as approved by the Court. *Id.*

3 **E. Procedural Steps to Consummate the Settlement**

4 Given that this Settlement will resolve three pending cases, the Parties have agreed that
5 should the Court grant preliminary approval, they will: (1) concurrently file a stipulation for leave
6 to file a Second Amended Complaint that adds Mr. Shapiro and Mr. Anderson as Plaintiffs and that
7 includes their pending claims in this Court; and (2) will dismiss the Shapiro Action and the
8 Anderson Action in their respective federal District Courts without prejudice pending final
9 disposition of the Settlement. Settlement, ¶¶ 7.1-2.

10 **IV. ARGUMENT**

11 **A. The Court Should Preliminarily Approve the Proposed Class Action
12 Settlement**

13 California Rules of Court Civil Rule 3.769 requires litigants to obtain court approval of
14 class action settlements. Approval occurs in two steps: (1) an early “preliminary” review by the
15 trial court; and (2) a subsequent “final” review after notice of the settlement has been distributed to
16 class members for their comments and objections. Cal. R. 3.769(c)-(g); *In re Cellphone*
17 *Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2010). The motion for preliminary approval
18 must be accompanied by (1) the settlement agreement, (2) proposed notice to the class, and (3) the
19 proposed order. Cal. R.3.769(c). The motion must also identify any agreement concerning the
20 payment of attorneys' fees. *Id.* 3.769(b).

21 If the trial court grants preliminary approval of a settlement, California Rules of Court Civil
22 Rule 3.769(f) requires the Court to (1) schedule a final approval hearing and (2) approve the method
23 by which the parties are to provide notice to the class of the hearing and “an explanation of the
24 proposed settlement.” The Court must also approve a procedure for class members to file
25 objections to the settlement. *Id.* At the final approval hearing, the Court must conduct an inquiry
26 into the fairness of the proposed settlement. *Id.* 3.769(g).

27 In a class action, the trial court has “broad discretion” to determine “whether a settlement
28 was fair and reasonable, whether notice to the class was adequate, whether certification of the class

1 was proper.” *In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1389 (2010), *as*
2 *modified* (July 27, 2010) (“*Cellphone Fee II*”) (citing *Wershba v. Apple Computer, Inc.*, 91 Cal.
3 App. 4th 224, 234–35 (2001) (“*Wershba*”). Reasonableness and fairness are presumed where:
4 (1) the settlement is reached through “arms-length bargaining;” (2) investigation and discovery are
5 “sufficient to allow counsel and the court to act intelligently;” (3) counsel is “experienced in similar
6 litigation;” and (4) the percentage of objectors “is small.” *Dunk v. Ford Motor Co.*, 48 Cal. App.
7 4th 1794, 1802 (1996) (“*Dunk*”) (citing 1 HERBERT NEWBERG & ALBA CONTE, NEWBERG
8 ON CLASS ACTIONS (3d ed. 1992) § 11.41). The presumption of fairness is consistent with
9 California’s public policy goal of favoring settlements. *In re Microsoft I-V Cases*, 135 Cal. App.
10 4th 706, 723 n.14 (2006) (“Public policy generally favors the compromise of complex class action
11 litigation”); *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135,
12 1151 (2000).

13 **1. Plaintiff’s Counsel Conducted Significant Investigation and Discovery**

14 Plaintiff’s Counsel have thoroughly investigated and researched the claims in controversy,
15 the defenses, and the developing body of law. *See* George Decl., ¶¶ 2-3. Among other things, the
16 Parties negotiated an ESI protocol that resulted in the production of 25,647 documents, including
17 emails as well as technical specifications, testing reports, and other data. *Id.* at ¶ 3. Each side took
18 pertinent depositions, with Plaintiff deposing eight key engineers, executives, and customer service
19 personnel. *Id.* The Parties had numerous discovery disputes requiring extensive and lengthy meet
20 and confers and had to seek the Court’s resolution on a number of issues. *Id.* Plaintiff also issued
21 a number of third-party subpoenas to former Logitech personnel and third-party retailers such as
22 Amazon and Best Buy. *Id.* And, over the course of the litigation Plaintiffs’ counsel has spoken
23 and emailed with dozens, if not hundreds, of Alert System consumers nationwide, many of whom
24 submitted their cameras for inspection and testing by Plaintiffs’ expert. *Id.*

25 **2. The Settlement Was Reached Through Arm’s-Length Bargaining in**
26 **Which All Parties Were Represented by Experienced Counsel**

27 “[W]hat transpires in settlement negotiations is highly relevant to the assessment of a
28 proposed settlement’s fairness.” *State of California v. Levi Strauss & Co.*, 41 Cal. 3d 460, 482

1 (1986) (citation omitted). “The primary procedural factor courts consider in determining whether
2 to preliminarily approve a proposed settlement is whether the agreement arose out of arms-length,
3 noncollusive negotiations.” 4 WILLIAM B. RUBENSTEIN, NEWBERG ON CLASS ACTIONS (5th ed.
4 2011) § 13:14. The Parties were represented by experienced class action counsel throughout the
5 negotiations resulting in this Settlement. Plaintiffs were represented by Kaplan Fox, an
6 accomplished consumer class action firm experienced in litigating consumer electronic class
7 actions. George Decl., ¶ 14, Ex. 2. Logitech was represented by Mayer Brown and Wilson Elser
8 during this litigation, two of the preeminent defense firms in the country, with renowned class
9 action defense practice groups and trial attorneys. Moreover, the Parties attended three mediations
10 with two former judges from Los Angeles County’s complex department, Hon. Peter Lichtman
11 (Ret.) of JAMS and Hon. Marc Marmaro (Ret.) of Judicate West. George Decl., ¶ 8. At all times,
12 the Parties’ settlement discussions were conducted at arm’s length. *Id.*

13 **3. The Proposed Settlement Was Achieved After Evaluating the**
14 **Strengths of Plaintiff’s Claims and the Risks, Expense of Litigation**
and Likely Duration of Further Litigation

15 Of the many factors that courts consider in deciding whether to approve a class action
16 settlement, “[t]he most important factor is the strength of the case for plaintiffs on the merits,
17 balanced against the amount offered in settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.
18 App. 4th 116, 130 (2008) (quotation marks and citation omitted); *Clark v. American Residential*
19 *Services LLC*, 175 Cal. App. 4th 785, 799 (2009). To properly analyze this factor, the record should
20 contain an analysis of how the “core legal issue[s]” were considered, such that the trial court can
21 “satisfy itself that the class settlement is within the ballpark of reasonableness.” *Munoz v. BCI*
22 *Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 410 (2010); *Kullar*, 168 Cal. App.
23 4th at 133. The analysis should provide the “basic information about the nature and magnitude of
24 the claims in question and the basis for concluding that the consideration being paid for the release
25 of those claims represents a reasonable compromise.” *Kullar*, 168 Cal. App. 4th at 133.

26 Plaintiffs core allegations in the Combined Actions all centered on (1) whether Logitech
27 ran afoul of state consumer protection laws by deceptively marketing and selling Alert Systems
28 while knowing that they were defective and unable to provide the comprehensive home security

1 systems they were intended to be; and (2) whether Logitech breached its contractual warranties and
2 those provided by state law. Plaintiffs' counsel have thoroughly investigated and researched the
3 potential claims in this case and the potential outcomes and believe that the settlement is fair,
4 reasonable, and adequate considering the strengths and weaknesses of Plaintiffs' claims and the
5 current litigation posture. George Decl., ¶ 16. This is not a case where shortly after the pleadings
6 were filed that the parties quickly reached a proposed resolution. *Id.* This litigation stretches back
7 five years in three different states has involved no less than seven judges on the trial and appellate
8 benches and two retired judges who mediated. *Id.* There have been numerous rulings on the
9 pleadings, discovery, and arbitration issues. *Id.* Discovery has been thorough, and relevant
10 witnesses have been interviewed and deposed. *Id.* While Plaintiffs believed in the strength of their
11 liability case, this Court denied class certification of a California only class and the denial was
12 upheld on appeal. Should the litigation have progressed, the Parties would have expended further
13 resources on class certification and summary judgment motions before multiple courts. *Id.*
14 Meanwhile, the products at issue were growing obsolete as consumers were upgrading to newer
15 technologies, and the delays caused by further litigation were unlikely to increase the value of the
16 case. *Id.* Any recovery at all was questionable given the posture of the case and the settlement
17 here provides a notable and meaningful relief in the light of these challenges. *Id.*

18 The Alert System was a one-generation device and only on the market for a relatively short
19 period of time, from late-2010 through approximately 2014, with sales and marketing efforts being
20 phased out beginning in late 2012. George Decl., ¶ 11. Logitech's current records (which have yet
21 to be de-duplicated by the notice administrator) indicate a class of approximately 50,000-60,000
22 individuals. *Id.* Thus, it is a relatively small slice of the market for a consumer electronic and was
23 a niche product at least compared to products such as certain cell phones or video game consoles
24 the sales of which are in the tens of millions.

25 Discovery indicated that the products' retail sales price was between \$200-300 on average,
26 with Logitech's records indicating some consumers owning approximately 2-3 cameras (although
27 some set up Alert Systems with more). George Decl., ¶ 10. Accordingly, the proposed base
28 payment of \$50 per consumer represents a 16-25% recovery. *Id.* For consumers who did purchase

1 “add-on” cameras, which retailed for less, they are eligible to obtain an additional \$20 per camera
2 (with proof of purchase), which is approximately 10% of the retail price for an add-on camera. *Id.*
3 This recovery is generally in line with other consumer product class action settlements in
4 California, and the outcome here is also driven by a number of factors unique to this case, including:
5 (a) the relatively small amount of Alert System products sold in the United States in the relevant
6 time period; (b) the fact that the Plaintiffs’ principal theories of liability were deceptive marketing
7 which do not generally result in a 100% recovery of purchase price but rather the difference
8 between what the consumer expected and what the consumer received (sometimes called a “price
9 premium”); (c) the fact that the Alert Systems were used by many consumers for years which means
10 they obtained some use out of the devices; (d) the loss in value over time of the devices that went
11 on sale over 10 years ago and have been discontinued for five years; and (e) the rulings in this and
12 the related cases, including the denial of Plaintiff Parker’s motion for class certification by this
13 Court and its subsequent review on appeal, and initial dispositive motion practice in the related
14 *Shapiro* and *Anderson* Actions that narrowed their cases. *Id.* While Plaintiffs’ obviously hoped to
15 recover more in this litigation, an \$850,000 settlement fund should be sufficient to reasonably
16 compensate interested consumers especially considering the circumstances of this case. *Id.* Indeed,
17 this is the rare case that results in a class recovery even after the denial of class certification. *Id.*

18
19 **B. The Proposed Notice Properly Informs Class Members About The Case And
The Settlement**

20 California Rules of Court Civil Rule 3.766 follows Federal Rule of Civil Procedure 23,
21 which mandates the provision of individual notice only “to all members *who can be notified*
22 *through reasonable effort*,” Fed. R. Civ. P. 23(c)(2) (italics added), and entitles *all* other class
23 members only to “the best notice practicable under the circumstances,” *id.*, or, in the language of
24 Civil Rule 3.766(f) of the California Rules of Court, “a means of notice reasonably calculated to
25 apprise the class members of the pendency of the action.” *Hypertouch, Inc. v. Super. Ct.*, 128 Cal.
26 App. 4th 1527, 1540 (2005), *as modified on denial of reh’g* (June 6, 2005). *Wershba*, 91 Cal. App.
27 4th at 251 (citing *Cartt v. Superior Ct.*, 50 Cal. App. 3d 960, 974 (1975)). The purpose of a class
28 notice in the context of a settlement is to give class members sufficient information to decide

1 whether they should accept the benefits offered, opt out and pursue their own remedies, or object
2 to the settlement. *Wershba*, 91 Cal. App. 4th at 252.

3 The proposed Class Notice, attached as Exhibit A to the Settlement, will be issued via email
4 to each email address associated with a purchase of the Logitech Alert System contained in
5 Logitech's records. Because customers registered their Alert Systems with Logitech in order to use
6 the devices, the Parties are confident this will reach the vast majority, if not all, of the Class
7 Members. Settlement, ¶ 6.2.1. The Parties proposed Settlement Administrator, Angeion Group,
8 will also use the National Change of Address Database to alternatively send a hard copy notice via
9 U.S. Mail if the class member does not have a current email address on file with Logitech or if their
10 email is returned as undeliverable. Settlement, ¶ 6.2.2.

11 The proposed Class Notice includes all of the required information regarding: (i) the nature
12 of the case and the basic contentions and denials of the Parties; (ii) the benefits of the settlement
13 and how to obtain them; (iii) the right of the Settlement Class Members to object, comment, or
14 exclude themselves from the Settlement Class before a specified date and how to do so; (iv) the
15 binding effect of any judgment; (v) how to obtain more information about the settlement from Class
16 Counsel or the Settlement Administrator; and (vi) the information on Domain Web access required
17 by Department 23's guidelines. Accordingly, the Settlement Class Notice satisfies the requirements
18 of California law, including California Rules of Court Civil Rules 3.766 and 3.769(f), and any other
19 applicable law. The Settlement Class Notice was negotiated by the Parties to maximize the
20 Settlement Class Member response rate while ensuring cost effective administration of the
21 Settlement. *See* Cal. R. 3.776(e)-(f); *Levi Strauss*, 41 Cal. 3d at 485 (the class notice must "fairly
22 apprise the class members of the terms of the proposed compromise and of the options open to
23 dissenting class members.").

24 C. The Proposed Class Representative Service Payments Are Reasonable

25 A named plaintiff is eligible for a payment that reasonably compensates him for undertaking
26 and fulfilling a fiduciary duty to represent absent class members. *Cellphone Fee II*, 186 Cal. App.
27 4th at 1393-194; *Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 726 (2004) (upholding "service
28 payments" to named plaintiffs for their efforts in bringing the case). Each of the Plaintiffs undertook

1 and fulfilled his duties to the class over the course of many years, including by staying apprised of
2 the litigation and participating in discovery. George Decl., ¶ 15. Class Counsel believe that no
3 action would likely have been taken by Settlement Class Members individually, and no
4 compensation would have been recovered for them, but for Plaintiffs' service on the Settlement
5 Class' behalf. By pursuing this action, Plaintiffs formally agreed to accept the duties and
6 responsibilities of representing the interests of all Class Members and assumed risks and exposure
7 to potential costs that were not accepted or assumed by any other Class Members in this case.
8 Plaintiffs should be moderately compensated for the risks they have incurred in conferring a benefit
9 on other members of the class. *Cellphone Fee II*, 186 Cal. App. 4th at 1394. It follows that the
10 proposed Service Payments of \$3,750 for Mr. Parker and \$1,250 for Mr. Anderson, Mr. Chernus,
11 and Mr. Shapiro are appropriate.

12
13 **D. The Proposed Recovery of Costs of Suit and Potential Attorneys' Fees Are Reasonable**

14 Once all of the claims are processed, at final approval, Plaintiffs' Counsel will fully brief
15 the merits of their request for reimbursement of litigation costs not to exceed \$270,000, and a
16 potential award of attorneys' fees not to exceed \$100,000. However, it is well recognized that Class
17 Counsel be reimbursed for costs of suit expended on behalf of the Class on a contingent basis,
18 which here have included issuing a Pioneer notice, working with an experienced and costly
19 engineering expert research firm, taking depositions and attending hearings in multiple states, and
20 attending three mediations in Los Angeles. George Decl., ¶ 3. *Larner v. Los Angeles Doctors*
21 *Hospital Associates, LP*, 168 Cal.App.4th 1291, 1302 (2008) ("A significant benefit to claimants
22 who choose to litigate their individual claims in a class-action context is the prospect of reducing
23 their costs of litigation, particularly attorney's fees, by allocating such costs among all members of
24 the class who benefit from any recovery.") (quoting *Deposit Guaranty Nat. Bank v. Roper*, 445
25 U.S. 326, 337-38, n.9 (1980)). CASE. Moreover, in the event Plaintiffs end up seeking any award
26 of attorneys' fees, it will not exceed \$100,000, which is less than 11% of the Settlement Fund, and
27 just a fraction of the actual lodestar incurred in this case to date, which will likely exceed \$2 million,
28 and can be determined from contemporaneous time and billing records kept by Class Counsel.

1 George Dec., ¶ 13. *Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.*, 127
2 Cal.App.4th 387, 397 (2005).

3
4 **E. California Law Authorizes Conditional Certification for Purposes of
Approving a Class Action Settlement**

5 “The court may make an order approving or denying certification of a provisional settlement
6 class after the preliminary settlement hearing.” California Rules of Court Civil Rule 3.769(d); *See*
7 *e.g.*, *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 232, 110 Cal. Rptr.2d 145 (2001).
8 Logitech’s non-opposition to conditional class certification is only for the purposes of approving a
9 class action settlement and is conditioned on the approval of the class action settlement. “The Court
10 recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement
11 purposes only.” *Vasquez v. Golden State Overnight Delivery Service, Inc.*, No. RG17862924, 2020
12 WL 7866044, at *2 (Cal.Super. Aug. 31, 2020)

13 Class actions are statutorily authorized “when the question is one of common or general
14 interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
15 all before the court.” Cal. Civ. Proc. Code § 382; *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325,
16 1332 (2008). The question of certification is “essentially a procedural one that does not ask whether
17 an action is legally or factually meritorious.” *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-40
18 (2000), *as modified* (Aug. 9, 2000).

19 Class certification is appropriate when there is an “ascertainable class and a well-defined
20 community of interest among class members.” *Sav-On Drug Stores, Inc. v. Super. Ct.*, 34 Cal. 4th
21 319, 326 (2004) (citation omitted). The focus during certification is limited to whether there is a
22 systematic, class-wide practice, not whether there is liability stemming from the practice.
23 *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524, 1531 (2008) (“Rather than denying
24 certification because it cannot reach the merits ... the trial court must evaluate whether the theory
25 of recovery advanced by the plaintiff is likely to prove amenable to class treatment...”). Liability
26 is an exclusively post-certification determination. *See id.*; *see also Jaimez v. Daihatsu USA, Inc.*, 181
27 Cal. App. 4th 1286, 1298 (2010). Plaintiffs’ statutory consumer claims and related common law
28 causes of action are predicated on Logitech’s alleged unlawful/unfair business practices, which

1 Plaintiffs allege were implemented on a class-wide basis.

2 **1. The Proposed Settlement Class Is Ascertainable**

3 Whether a class is “ascertainable” within the meaning of California Code of Civil Procedure
4 Section 382 is “determined by examining (1) the class definition, (2) the size of the class, and (3)
5 the means available for identifying class members.” *Reyes v. San Diego County Bd. of Supervisors*,
6 196 Cal. App. 3d 1263, 1271 (1987) (citations omitted). Plaintiff’s Counsel have been informed
7 that Logitech’s records show that the Settlement Class consists of approximately 50,000-60,000
8 individuals, each of whom are readily identifiable. George Decl., ¶ 9.

9
10 **2. Plaintiffs and the Proposed Settlement Class Share a Community of Interest**

11 The community of interest requirement embodies three factors: (1) predominant common
12 questions of law or fact; (2) a class representative with claims or defenses typical of the class; and
13 (3) a class representative and counsel who can adequately represent the class. *Sav-On*, 34 Cal. 4th
14 at 326 (citing *Lockheed Martin Corp. v. Super. Ct.*, 29 Cal 4th 1096, 1104 (2003)). It is not
15 necessary that all questions be common to the class; the existence of individualized issues does not
16 preclude a finding of the requisite community of interest so long as every putative class member
17 would not be required to litigate numerous and substantial questions to determine their right to
18 recovery. *Sav-On*, 34 Cal. 4th at 332-33.

19 Here, all of the circumstances relating to each of Plaintiffs’ claims apply with equal force
20 and effect to all Settlement Class Members. Factually, the alleged failure of Logitech, a Swiss-
21 based corporation who largely developed and marketed the Alert System from its California
22 headquarters, to disclose any potential material problems with the Alert Systems applied classwide
23 throughout its consolidated marketing program for the Alert System in the United States. *See*
24 *Clothesrigger, Inc. v. GTE Corp.*, 191 Cal. App. 3d 605, 612–16 (1987); *Wershba*, 91 Cal. App.
25 4th at 242-43 (certification of a nationwide class approved where the class sued a California
26 computer company for rescinding its policy of providing free technical telephone support to its
27 customers).

1 **3. Plaintiff’s Claims Are Typical of Those of the Class**

2 The typicality requirement is met where there is a showing that the class representative is
3 similarly situated with other class members he seeks to represent. *Classen v. Weller*, 145 Cal. App.
4 3d 27, 46 (1983) As set forth in the proposed Second Amended Complaint, Plaintiffs’ claims here
5 are typical of the claims of the whole class because they arise from the same factual basis and are
6 based on the same legal theories as those applicable to the other Class Members.

7 **4. Plaintiffs and Class Counsel Will Adequately Represent the Interests
8 of the Proposed Settlement Class**

9 Certification requires adequacy of both the proposed class representative and of the
10 proposed class counsel. With respect to the class representative, plaintiff must adequately represent
11 and protect the interests of other members of the class and demonstrate that his claims are not
12 inconsistent with the claims of other members of the class. *J.P. Morgan & Co., Inc. v. Superior
13 Court*, 113 Cal.App.4th 195, 212 (2003). Here, Plaintiffs’ interests are entirely coextensive with
14 the interests of the Class. Plaintiffs were allegedly injured by Logitech’s nationwide marketing and
15 sale of the Alert Systems without disclosure of their problems and failure to provide required
16 warranty service and support. Plaintiffs have already demonstrated their ability to advocate for the
17 interests of the Class by initiating this litigation and are represented by competent counsel who
18 have extensive experience in litigating consumer class action cases. *George Decl.*, Ex. 2.

19 **5. A Class Action Is Superior to a Multitude of Individual Lawsuits**

20 “A class action also must be the superior means of resolving the litigation, for both the
21 parties and the court.” *See Lee*, 166 Cal. App. 4th at 1333 (quotations and citations omitted). Here,
22 superiority is readily established, as the continuance of scattered piecemeal litigation of the Alert
23 Systems throughout state and federal courts is burdensome for the Parties and the Courts and the
24 proposed settlement will efficiently resolve all claims regarding the Alert Systems in one
25 Settlement before one Court.

26 **V. CONCLUSION**

27 Having appropriately presented the materials and information necessary for preliminarily
28 approval, the Parties request that the Court preliminarily approve the Settlement.

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Respectfully submitted,

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