



240723746

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

FILED
ALAMEDA COUNTY

SEP 28 2021

CLERK OF THE SUPERIOR COURT

Case No.: RG15781276

Deputy

CHRISTOPHER PARKER, JAMES
ANDERSON, and ED SHAPIRO
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

LOGITECH, INC., and DOES 1-10,

Defendants.

[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT

Judge: Hon. Brad Seligman
Dept.: 23

Action Filed: August 10, 2015

WHEREAS, Plaintiffs Christopher Parker, Ed Shapiro, and James Anderson ("Plaintiffs"), and defendant Logitech, Inc. ("Defendant" and collectively with the Plaintiffs, the "Parties"), have reached a proposed class action settlement of the above-captioned Action (the "Settlement");

WHEREAS, Plaintiffs previously filed a Notice of Motion and Motion for Preliminary Approval of the proposed Settlement on the terms and conditions set forth in the Joint Stipulation of Class Action Settlement and the attached exhibits ("Settlement Agreement");

WHEREAS, on May 10, 2021, the Hon. Brad Seligman signed an Order granting Preliminary Approval of the Proposed Settlement ("Preliminary Approval Order"), *inter alia*: (i) certifying the Settlement Class for settlement purposes only; (ii) preliminarily approving the Settlement Agreement as fair, reasonable and adequate to the Settlement Class; (iii) approving the Notice Plan; (iv) authorizing dissemination of notice to the Settlement Class pursuant to the Notice Plan; and (v) scheduling the Final Approval Hearing.

WHEREAS, on August 31, 2021, the Settlement Administrator filed a declaration with this Court confirming that notice of the Settlement was provided to the Settlement Class in accordance with the Notice Plan set forth in the Settlement Agreement;

WHEREAS, a Final Approval Hearing was held on September 21, 2021, to, *inter alia*: (i) determine whether to grant final approval to the Settlement Agreement as fair, reasonable and

1 adequate and in the best interests of the Settlement Class; (ii) consider any timely objections to
2 this Settlement and the Parties' responses to such objections; and (iii) rule on Class Counsel's
3 application for an award of attorneys' fees and expenses and incentive awards.

4 NOW, THEREFORE, the Court, having considered the proposed Settlement and all
5 submissions filed in connection therewith, having considered the presentations of the Parties, the
6 objection made by Travis Batchelder, the fact that no other objections were made to the proposed
7 Settlement, the Parties' responses to such objection, and having considered Class Counsel's
8 application for an award of attorneys' fees, costs and expenses and Class Counsel's request for
9 approval of an incentive award for the Class Representatives, and materials in support thereof, it is
10 hereby ORDERED, ADJUDGED and DECREED THAT:

11 1. The Settlement Agreement, including all exhibits thereto, is hereby incorporated by
12 reference into this Final Order and Judgment as if explicitly set forth herein and shall have the full
13 force of an Order of this Court. The capitalized terms used in this Final Order and Judgment shall
14 have the same meaning as defined in the Settlement Agreement.

15 2. The Court has jurisdiction over the subject matter of this Action, the Parties, all
16 Persons within the Settlement Class, and all Releasing Persons and Released Persons.

17 A. The Court has reviewed the declarations filed by the Settlement Administrator
18 regarding notice that was given in this case and finds that the notice provided to the Settlement
19 Class pursuant to the Notice Plan as set forth in the Settlement Agreement is the best notice
20 practicable under the circumstances, taking into consideration: (i) the interests of the class; (ii) the
21 type of relief requested; (iii) the stake of the individual class members; (iv) the cost of notifying
22 class members; (v) the resources of the parties; (vi) the possible prejudice to class members who
23 do not receive notice; and (vii) the *res judicata* effect on class members. The Court further finds
24 that the Notice Plan constitutes due and sufficient notice to all Persons within the Settlement Class
25 of, *inter alia*: (i) the proposed Settlement Agreement, and procedures for Settlement Class
26 Members to follow in filing written objections to it, and in arranging to appear at the Final
27 Approval Hearing and state any objections to the proposed Settlement; (ii) the nature of the case
28 and the basic contentions and denials of the Parties; (iii) the right of Persons within the Settlement

1 Class to exclude themselves from the Settlement Class before a specified date; (iv) the procedure
2 for Persons within the Settlement Class to follow in requesting to be excluded from the Settlement
3 Class; (v) the binding effect of any judgment, whether favorable or not, on Persons within the
4 Settlement Class who do not request to be excluded; and (vi) the right of Persons within the
5 Settlement Class who do not request exclusion to enter an appearance through counsel at the Final
6 Approval Hearing, and satisfies the requirements of California law, including California Rules of
7 Court Rules 3.766(e) and 3.769(f), and any other applicable law.

8 3. The Final Approval Motion is hereby granted. The Settlement is approved and
9 found to be, in all respects, fair, reasonable, adequate and in the best interests of the Settlement
10 Class, and complies with applicable California law, including Rule 3.769 of the California Rules
11 of Court. Specifically, the Court finds that final approval of the Settlement is warranted in light of
12 the following factors:

- 13 (i) The strength of Plaintiffs' case;
- 14 (ii) The risk, expense, complexity, and likely duration of further litigation;
- 15 (iii) The risk of maintaining class action status throughout trial;
- 16 (iv) The amount offered in settlement;
- 17 (v) The extent of discovery completed and the stage of the proceedings;
- 18 (vi) The experience and views of counsel; and
- 19 (vii) The reaction of the class members to the proposed settlement.

20 (See *Nordstrom Comm'n Cases* (2010) 186 Cal. App. 4th 576, 581.) The Court further finds that
21 the settlement is the product of good faith negotiations at arm's length, after thorough
22 investigation, and is not the product of fraud or collusion. (*Dunk v. Ford Motor Co.* (1996) 48
23 Cal. App. 4th 1794, 1800-01.) The Parties are directed to consummate the Settlement Agreement
24 in accordance with its terms.

25 4. The Court finds and determines that the payment to Class Counsel in the amount of
26 \$100,000 in attorneys' fees and \$270,000 in litigation costs and expenses, is fair and reasonable
27 and orders that payment of that amount be made to Class Counsel in accordance with the terms of
28 the Settlement Agreement. The Court also instructs the Settlement Administrator to withhold

1 payment of 10% of the attorneys' fees award, or \$10,000, until after the Court signs the amended
2 final judgment after the compliance hearing to be set as set forth below.

3 5. The Court finds that Plaintiff, Christopher Parker, has fairly and adequately
4 represented the interests of the Settlement Class. The Court finds that an incentive award of
5 \$3,750 to Christopher Parker for his services as a Class Representative is fair and reasonable and
6 orders that payment of such amount be made to Christopher Parker in accordance with the terms
7 of the Settlement Agreement.

8 6. The Court finds that Class Representatives, Steven Chernus, Ed Shapiro, and James
9 Anderson, have fairly and adequately represented the interests of the Settlement Class. The Court
10 finds that an incentive award of \$1,250 to each of these Class Representatives for their services to
11 the Settlement Class is fair and reasonable and orders that payment of such amount be made to
12 these Class Representatives in accordance with the terms of the Settlement Agreement.

13 7. Due and adequate notice having been given to Persons within the Settlement Class,
14 it is hereby determined that the Class Representatives and each and every Person within the
15 Settlement Class, except those who filed timely and valid Requests for Exclusion as set forth in
16 and identified in the reports filed with this Court by the Settlement Administrator, are bound by
17 the Settlement Agreement and this Final Order and Judgment and are hereby permanently barred
18 and enjoined from commencing or prosecuting any action or proceeding in any court or tribunal
19 asserting any of the Released Claims, either directly, representatively, derivatively or in any other
20 capacity, against any of the Released Persons. Attached hereto as Exhibit 1 is a schedule of all
21 Persons who have been excluded from the Settlement Class.

22 8. The Settlement Administrator and the Parties shall take all steps required to
23 implement the Settlement in accordance with the Settlement Agreement. The Settlement
24 Administrator and Defendant shall process all Claim Forms submitted during the Claims Period.
25 Payment of valid claims shall take place in accordance with the terms of the Settlement
26 Agreement. It shall be the continuing responsibility of Class Counsel and the Settlement
27 Administrator to respond to all inquiries from Settlement Class Members with respect to the
28 Settlement.

1 9. Without further order of the Court, the Parties may agree to reasonable extensions
2 of time to carry out any of the provisions of the Settlement Agreement.

3 10. On the Effective Date, the Releasing Persons will be deemed to have, and by
4 operation of the Final Order and Judgment shall have, fully, finally and forever released and
5 discharged all Released Persons from all Released Claims, whether or not such Releasing Party
6 has made a Claim.

7 11. If the Effective Date does not occur, or if the Settlement Agreement is terminated
8 for any reason, then:

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

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

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

17 (iv) the Settlement Agreement, the Parties' acceptance of its terms, and all
18 related negotiations, statements, documents and court proceedings shall be without prejudice to
19 the rights of the Parties, which shall be restored to their status immediately prior to the execution
20 of the Settlement Agreement, and the Parties expressly reserve all arguments, defenses and
21 motions as to all claims that have been asserted or may be asserted in the future, including,
22 without limitation, arguments opposing maintenance of this case as a class action.

23 12. Neither this Final Order and Judgment, the Settlement Agreement, Logitech's
24 acceptance of its terms, nor any of the negotiations, statements, documents or court proceedings
25 related thereto shall be construed as or deemed to be evidence of any presumption, concession or
26 admission by Logitech or any of the Released Persons with respect to the truth of any fact alleged
27 in this Action, the validity of any claim that had been or could have been asserted in the Action,
28 the deficiency of any defense that had been or could have been asserted in the Action, or of any

1 liability or wrongdoing of Logitech or any of the Released Persons with respect to the Action.
2 Neither this Final Order and Judgment, the Settlement Agreement, nor any of the negotiations,
3 statements, documents or court proceedings related thereto shall be offered or received into
4 evidence or used for any purpose whatsoever, in this or any other action or proceedings, other than
5 to obtain approval of the Settlement, or to construe, enforce or implement the terms of the
6 Settlement Agreement.

7 13. Without affecting the finality of this Final Order and Judgment, this Court retains
8 exclusive and continuing jurisdiction as to all matters relating to the implementation,
9 administration, consummation, enforcement and interpretation of the Settlement and/or the
10 Settlement Agreement, including the Releases contained therein, and any other matters related or
11 ancillary to the foregoing; and over all Parties hereto, including Settlement Class Members and
12 Released Persons, for the purpose of enforcing and administering the Settlement Agreement and
13 the Action until each and every act agreed to be performed by the Parties has been performed
14 pursuant to the Settlement Agreement.

15 14. The Court sets a further compliance hearing after the Settlement has been disbursed
16 for August 12, 2022, at 9:15 a.m. by which time: (a) the Effective Date will have occurred; (b)
17 settlement payments will be distributed to eligible Class Members in December 2021; and (c) 180
18 days will have passed during which Class Members will be able to cash and/or deposit their
19 settlement payments. No less than five (5) court days prior to the compliance hearing, or August
20 5, 2022, Plaintiffs shall file (and email to the department clerk) a settlement accounting and
21 proposed amended judgment pursuant to Code Civ. Pro. §384 to finally resolve this matter in its
22 entirety. Upon approval of the amended judgment, unclaimed funds may be distributed to the cy
23 pres designee and withheld attorney's fees may be released. No later than 5 days after the
24 amended judgment is approved, plaintiffs shall provide a copy of the judgment to the Judicial
25 Council as specified in Code Civ. Pro. § 384.5.

26 Based on the foregoing, **JUDGEMENT IS HEREBY ENTERED** as to Plaintiffs,
27 Defendant, and the specified class of persons identified in the Settlement (excluding the
28 individuals who validly and timely requested exclusion from the Settlement Class, as identified in

1 Exhibit 1 hereto), on the terms and conditions of the Settlement Agreement. The Court hereby
2 dismisses this Action with prejudice, without costs to any party, except as expressly set forth in
3 the Settlement Agreement and this Final Approval Order.

4 **IT IS SO ORDERED.**

5 Dated: September 28, 2021____
6

7 

8 The Honorable Brad Seligman
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

No.	First Name	Last Name
1	MARIT	BRUN-HENRIKSEN
2	ADAM	HENDON
3	LAWRENCE	OSIRIS
4	MICHAEL	SCHRAG
5	JERRY S	VANCH

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG15781276
Case Name: Parker v. Logitech, Inc.

RE: FINAL APPROVAL ORDER AND JUDGMENT

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 9/28/2021

Jhalisa Castaneda
Courtroom Clerk, Dept. 23

Laurence D. King Matthew B. George Mario M. Choi KAPLAN FOX & KILSHEIMER LLP 1999 Harrison Street, Suite 1560 Oakland, CA 94612 lking@kaplanfox.com mgeorge@kaplanfox.com mchoi@kaplanfox.com	<i>Attorneys for Plaintiff Christopher Parker</i>
Martin Deniston WILSON ELSE LLP 555 S. Flower Street, Suite 2900 Los Angeles, CA 90071 Martin.deniston@wilsonelser.com	<i>Attorneys for Defendant Logitech, Inc.</i>