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Chief Executive Officer/Clerk

Superior Court of CA, County of Santa Clara

Case #1-13-CV-242203 Filing #G-56392

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24 Attorneys for Plaintiffs NATHANAEL BENNETT and JAMES RICHARDSON, on behalf of  
25 themselves and all others similarly situated

26 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
27 FOR THE COUNTY OF SANTA CLARA

28 NATHANAEL BENNETT and JAMES  
RICHARDSON, on behalf of themselves and all  
others similarly situated,

Plaintiffs

vs.

LOGITECH, INC., a California corporation and  
DOES 1 through 100, inclusive,

Defendants.

Case No. 1-13-CV-242203  
Hon. James Kleinberg - Dept. 1

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Failure to Pay Overtime Wages
2. Labor Code § 203 Penalties
3. Failure to Provide Itemized Statements
4. Unfair Business Practices (B&P § 17200)

**DEMAND FOR JURY TRIAL**

Complaint filed: March 5, 2013  
Trial date: None Set

1 Plaintiffs, NATHANAEL BENNETT and JAMES RICHARDSON, (hereinafter,  
2 “Plaintiffs”) are informed and believe and thereupon allege, on behalf of themselves and classes  
3 of those similarly situated, as follows:

4 I.

5 **INTRODUCTION**

6 1. This is an action by and on behalf of current and former employees of  
7 LOGITECH, INC., a Delaware Corporation (hereinafter “Defendant(s)”), on behalf of:

8 All persons who worked for Defendant(s) in California who (1) were classified as  
9 “exempt” at any time from March 5, 2009 to the present; (2) whose job titles  
10 included “Quality Assurance Engineer,” “Systems Engineer,” “Quality Assurance  
11 Analyst,” “Quality Assurance Tester,” “Product Quality Assurance Engineer,”  
“Cloud Engineer,” or “Quality Assurance Lab Manager;” and (3) who, during  
any year of the proposed class period, did not satisfy the DLSE salary  
requirements under Labor Code 515.5 and related orders.

12 These titles were misnomers lacking the exercise of discretion and independent judgment in the  
13 performance of their primary duties, and in performing such duties should have been classified  
14 as non-exempt pursuant to Wage Order 4 and, therefore, paid overtime. Plaintiffs and the class  
15 they seek to represent were given titles that were inconsistent and unrealistic with the “job  
16 requirements and expectations” as defined by Defendants. Plaintiffs, and the class they seek to  
17 represent within either title referenced above, were misclassified and are owed overtime and  
18 other remedies under California law (hereinafter, “the Class or Class Members”) (see class  
19 definition below, paragraph 18). Such jobs, titles, and positions were defined in categories but  
20 were not realistic and the expectations were inconsistent with the duties actually performed. As  
21 such, Defendants did not satisfy the legally required minimum to unilaterally designate this Class  
22 of employees as exempt from overtime.

23 2. These job titles were, are, and continue to be a misnomer, because the majority of  
24 the work performed by this class of employees is not, and was not, exempt in nature.  
25 Furthermore, the titles do not reflect the true nature of the duties performed by these employees.  
26 In fact, the Class was engaged in duties that did not involve design, development,  
27 documentation, analysis, creation, testing, or modification design, that was creative or  
28 intellectual in nature. The primary duties of the Class consisted of routine, rote, and repetitive

1 non-exempt testing procedures requiring supervision, micro-management. While these  
2 employees rely/relied on their education, training, skill and experience to do their jobs, they are  
3 subject to considerable constraint and supervision, must obtain approval to complete basic job  
4 tasks, and regularly deploy rigid and institutional fixes rather than engage in original/creative  
5 thought in the production of Defendants' software and related products. The culmination of each  
6 of these factors demonstrates that none of the employees in the class definition fall into any of  
7 the recognized exemptions. They are trouble-shooting and maintenance and production driven  
8 workers who have wrongfully been deprived of premium compensation for hours worked in  
9 excess of eight (8) per day or forty (40) per week throughout the relevant class period.

10 3. Logitech characterizes its IT, QA, Testing and Engineering job family into a  
11 multitude of different job classifications which perform essentially the same duties or overlap  
12 significantly in their exempt duties. IT, QA, Tester and most Engineering positions, and related  
13 titles and positions, functions and daily tasks focus on routine and repetitive tasks that primarily  
14 include standardized configuration, routine troubleshooting, automated debugging, and  
15 systematic testing of software within Logitech's pre-defined parameters. Furthermore, there is a  
16 consistent lack of commensurate hourly pay based on Labor Code section 515.5 to meet the  
17 threshold exemption requirement, and a litany of job duties and functions that are significantly  
18 devoid of the exercise of discretion and/or independent judgment. Logitech employs a system  
19 of categorization and titles purely for promotion and pay grade purposes. The categorization,  
20 titles, and level of pay grade designated to employees do not correspond to primary duties and  
21 overlap overwhelmingly such that titles are not dispositive of the exempt or non-exempt status.

22 4. These employees thus are and were entitled to overtime and other protections as  
23 non-exempt employees. It is Defendants' burden of pleading, evidence and proof to show that  
24 these employees are and were exempt under California wage and hour law. These employees  
25 have spent an insignificant amount of work time doing anything that constitutes "exempt," and  
26 for that reason and others, they are and always have been entitled to overtime pay and non-  
27 exempt treatment under California wage and hour law.

28 5. Plaintiffs' duties and those of the Class they seek to represent were routine in

1 nature and relied on the use of templates and other automated processes. Although, the job titles  
2 suggest the performance of high level job duties for the positions described herein, the actual job  
3 duties are limited to performing routing production work, not requiring special expertise, and  
4 involving little or no exercise of discretion. During the class period and before, Logitech has  
5 paid overtime to contract employees who are and were engaged in the same duties and employed  
6 in the same positions as putative Class Members.

7 6. Plaintiffs' individual damages are less than \$75,000.00

8 **II.**

9 **JURISDICTION AND VENUE**

10 **Plaintiffs**

11 7. Plaintiffs are residents of the State of California and are former employees of  
12 Defendants who were non-exempt and who were misclassified by Defendants as exempt from  
13 the overtime requirements of the applicable wage and hour laws of the State of California. The  
14 majority of Plaintiffs' work performed was non-exempt work which did not require discretion or  
15 independent judgment.

16 8. Plaintiff NATHANAEL BENNETT was employed by Defendants in California  
17 from June 2006 through August 2010, and was classified as exempt, Senior Cloud Engineer.

18 9. Plaintiff JAMES RICHARDSON was employed by Defendants in California  
19 from February 2008 through May 2012, and was classified as an exempt, Lead QA Engineer, and  
20 worked for Defendants in Milpitas, California, in the County of Santa Clara.

21 10. The numerous job titles held by the Plaintiffs during the class period are a  
22 function of the fact that Defendants utilized numerous job titles for the same functional activities.  
23 The job titles in the class definition were held by employees who performed substantial amount  
24 of rote, quality assurance testing.

25 **Defendants**

26 11. The Superior Court of the State of California for SANTA CLARA COUNTY has  
27 jurisdiction over LOGITECH, INC., a California Corporation. Logitech performs large amounts  
28 of operations in Santa Clara County and has large numbers of employers in Santa Clara County.

1 Defendants employed plaintiff James Richardson in Santa Clara County, in Milpitas, California.  
2 LOGITECH, INC., and DOES 1-100 are collectively referred to herein as “Defendants.”

3 12. Venue as to each Defendant is proper in this judicial district, pursuant to  
4 California Code of Civil Procedure section 395.

5 13. The true names and capacities, whether individual, corporate, associate, or  
6 otherwise, of Defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to  
7 Plaintiffs, who therefore sue Defendants by such fictitious names under California Code of Civil  
8 Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the  
9 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful  
10 acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the  
11 true names and capacities of the Defendants designated hereinafter as DOES when such  
12 identities become known.

13 14. Plaintiffs are informed and believe, and based thereon allege, that each Defendant  
14 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a  
15 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each  
16 Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all  
17 respects acted as the employer and/or joint employer of Plaintiffs and the Class. Plaintiffs are  
18 informed and believe and thereon allege that at all times relevant to this action, the named  
19 Defendant and Defendant DOES 1 through 100 were affiliated and were an integrated enterprise.

20 15. Plaintiffs are informed and believe and thereon allege that at all relevant times  
21 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs  
22 and the other Class Members, and exercised control over the wages, hours, and working  
23 conditions of Plaintiffs and the other Class Members. Plaintiffs are informed and believe and  
24 thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint  
25 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,  
26 successor in interest and/or predecessor in interest of some or all of the other Defendants, and  
27 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore  
28 such other relationships to some or all of the other Defendants so as to be liable for their conduct

1 with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege  
2 that each Defendant acted pursuant to and within the scope of the relationships alleged above,  
3 that each Defendant knew or should have known about, authorized, ratified, adopted, approved,  
4 controlled, aided and abetted the conduct of all other Defendants; and that each Defendant acted  
5 pursuant to a conspiracy and agreement to do the things alleged herein.

6 **III.**

7 **CLASS ALLEGATIONS**

8 16. Plaintiffs are former employees of Defendants whose primary duties were non-  
9 exempt and who were misclassified by Defendants as exempt from the overtime provisions of  
10 the applicable state wage and hour laws of California, as described in this complaint.

11 17. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the  
12 Class of all persons similarly situated, as more fully explained below and above. This action is  
13 brought and may properly be maintained as a class action pursuant to the provisions of California  
14 Code of Civil Procedure section 382 and other applicable law pertaining to class actions.

15 18. The proposed Class Plaintiffs seek to represent, sometimes referred to herein as  
16 Class Members, is presently defined as follows:

17 All persons who worked for Defendant(s) in California who (1) were classified as  
18 "exempt" at any time from March 5, 2009 to the present; (2) whose job titles  
19 included "Quality Assurance Engineer," "Systems Engineer," "Quality Assurance  
20 Analyst," "Quality Assurance Tester," "Product Quality Assurance Engineer,"  
"Cloud Engineer," or "Quality Assurance Lab Manager;" and (3) who, during  
any year of the proposed class period, did not satisfy the DLSE salary  
requirements under Labor Code 515.5 and related orders.

21 It includes all derivative titles that are better defined by a "skill set" that describes  
22 realistic descriptions and expectations of the primary duties performed by the Class or sub-  
23 classes; and, that were so employed during the period of time covered by the statute of  
24 limitations applicable to the particular cause of action in which the terms "Class Members's" or  
25 "Class" appear, including periods of time during which the statute of limitations was or may  
26 have been tolled or suspended. There is a well-defined community of interest in the litigation  
27 and the Class is ascertainable.

28 A. **Numerosity**: The Class is so numerous that individual joinder of all members is

1 impractical under the circumstances of this case. While the exact number of Class Members is  
2 unknown to Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that it is  
3 several hundred employees or more.

4 B. **Common Questions Predominate**: Common questions of law and fact exist as  
5 to all Class Members, and predominate over any questions that affect only individual members  
6 of The Class. The common questions of law and fact include, but are not limited to:

- 7 (A) What were and are the policies, programs, practices, procedures and  
8 protocols of Defendants regarding Class Members' actual work and tasks,  
9 and their job duties irrespective of job titles;
- 10 (B) Whether Defendants are and were subject to overtime requirements  
11 contained in the California IWC Wage Orders and other California law  
12 with respect to the Class Members pursuant to Labor Code Section 510,  
13 and Wage Order, No. 4, for the period commencing four years prior to the  
14 date of the filing of this complaint and continuing through the date of  
15 judgment;
- 16 (C) Whether Defendants' policy and practice of classifying Class Members as  
17 exempt from overtime entitlement under California law and Defendants'  
18 policy and practice of failing to pay overtime to the California Class  
19 Members violate applicable provisions of California law, including  
20 applicable statutory and regulatory authority;
- 21 (D) Whether Defendants unlawfully failed to pay overtime compensation in  
22 violation of the California Unfair Competition Law, Cal. Bus. t& Prof.  
23 Code §17200 et seq., and the California Labor Code and related  
24 regulations, Cal. Labor Code §§ 201, 202, 203, 226, 510, 515.5, 1174,  
25 1174.5, and 1194, the applicable Cal. Wage Orders;
- 26 (E) Whether Defendants violated California law by their policies, programs,  
27 practices, procedures and protocols regarding rest periods for Class  
28 Members;
- (F) Whether Defendants violated California law by their policies, programs,  
practices, procedures and protocols regarding meal periods for Class  
Members;
- (G) What were and are the policies, programs, practices, procedures and  
protocols of Defendants regarding furnishing to the Class Members, upon  
each payment of wages, itemized statements required by Labor Code  
section 226;
- (H) Whether Defendants violated California law by their policies, programs,  
practices, procedures and protocols regarding furnishing to the Class  
Members, upon each payment of wages, itemized statements required by  
Labor Code section 226;

1 (I) Whether Defendants violated Business & Professions Code sections 17200  
2 *et seq.* by their policies, programs, practices, procedures and conduct  
referred to in this cause of action;

3 (J) Whether Defendants obtained voluntarily waivers with consent and full  
4 disclosure, and whether a written signed waiver is effective as to all future  
meal and rest periods;

5 (K) The proper *measure of* damages sustained and the proper measure of  
6 restitution recoverable by members of the California Class; and,

7 (L) Additional common questions of law and fact may develop as the  
litigation progresses.

8 C. **Typicality**: Plaintiffs' claims are typical of the claims of the Class Members.

9 Plaintiffs and other Class Members sustained losses, injuries and damages arising out of the  
10 Defendants' common policies, programs, practices, procedures, and course of conduct referred to  
11 in each cause of action and throughout this Complaint, which were applied uniformly to Class  
12 Members as well as Plaintiffs. Plaintiffs seek recoveries for the same types of losses, injuries,  
13 and damages as were suffered by the other Class Members as well as Plaintiffs.

14 D. **Adequacy**: Plaintiffs and their counsel will fairly and adequately protect the  
15 interests of Class Members. Plaintiffs have no interest that is adverse to the interests of the other  
16 Class Members.

17 E. **Superiority**: A class action is superior to other available means for the fair and  
18 efficient adjudication of this controversy. Individual joinder of all Class Members is impractical.  
19 Class action treatment will permit a large number of similarly situated persons to prosecute their  
20 common claims in a single forum simultaneously, efficiently, and without the unnecessary  
21 duplication of effort and expense that numerous individual actions engender. Also, because the  
22 losses, injuries and damages suffered by each of the individual Class Members are small in the  
23 sense pertinent to class action analysis, the expenses and burden of individual litigation would  
24 make it extremely difficult or impossible for the individual Class Members to redress the wrongs  
25 done to them. On the other hand, important public interests will be served by addressing the  
26 matter as a class action. The cost to the court system and the public of adjudication of individual  
27 litigation and claims would be substantial, and substantially more than if the claims are treated as  
28 class action. Individual litigation and claims would also present the potential for inconsistent or



1 contradictory results.

2 F. **Public Policy Considerations**: Defendants, such as Logitech, routinely violate  
3 wage and hour laws. Their employees are often afraid to assert their rights out of fear of direct  
4 or indirect retaliation. Their former employees are fearful of bringing claims because doing so  
5 can harm their employment and future employment and future efforts to secure employment.  
6 This reality is of particular concern in the high technology industry where employees are misled  
7 or are misinformed about the practical consequence of filing individualized claims. In recent  
8 lawsuits, Plaintiffs' counsel surveyed a broad spectrum of Silicon Valley employees and  
9 confirmed a strong fear of retaliation in high-tech companies. The surveys uncovered an  
10 overwhelming resistance by high tech employees to assert claims for misclassification  
11 (primarily, for fear of being "black-listed"). However, the same individuals were willing to  
12 assist litigation when a colleague asserted typical claims, such as overtime. Class actions  
13 provide Class Members who are not named in the complaint a degree of anonymity that allows  
14 for vindication of their rights while eliminating these risks, or at least enormously reducing them.  
15 This dynamic is particularly true in the high-tech industry where the perception of retaliation is  
16 measured against the cost of obtaining a bona fide professional degree in a bona fide professional  
17 position. The risk of litigation-related consequences to prospective employment virtually assures  
18 Defendants in Silicon Valley a safe-haven to violate California's overtime laws.

19 **IV.**

20 **CAUSES OF ACTION**

21 **First Cause of Action**

22 **Failure to Pay Wages at Overtime Rate**

23 (Lab. Code §§ 510, 515.5, 1194 and 1199, IWC Wage Orders, and Related Violations)

24 19. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set  
25 forth herein.

26 20. Throughout the period applicable to this cause of action, Plaintiffs, and the  
27 proposed Class Members regularly and generally worked in excess of forty (40) hours per week  
28 and/or in excess of excess of eight (8) hours per day with the knowledge of Defendants, and  
spent more than 50% of the time in non-exempt primary duties lacking the requisite discretion

1 and independent judgment in matters of significance.

2 21. Throughout the period applicable to this cause of action, Defendants did not pay  
3 Plaintiffs or Class Members at the required overtime rates for the work described in the  
4 preceding paragraphs, despite their knowledge that Plaintiffs and Class Members were working  
5 overtime.

6 22. Pursuant to California Labor Code section 1194, Plaintiffs and Class Members are  
7 entitled to recover unpaid overtime compensation, and other unpaid wages, plus interest, plus  
8 attorneys' fees and costs.

9 23. As a direct and proximate result of Defendants' unlawful conduct, as set forth  
10 herein, the California Plaintiffs and the California Class Members have sustained damages,  
11 including loss of earnings for hours of overtime worked on behalf of Defendants in an amount to  
12 be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and  
13 other applicable law.

14 24. WHEREFORE, Plaintiffs and the Class Members they seek to represent request  
15 relief as described herein and below.

16 **Second Cause of Action**  
17 Failure to Pay All Wages Upon Termination of Employment  
18 (Lab. Code §§ 201, 202, and 203)

19 25. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set  
20 forth herein.

21 26. Plaintiffs and many of the other Class Members quit or were discharged from  
22 their employment within the statute of limitations period applicable to this cause of action. As of  
23 the filing of the Complaint, Defendants failed to timely pay wages due, and Plaintiffs and Class  
24 Members are owed penalties pursuant to Labor Code sections 201, 202, 203.

25 27. Defendants failed to pay said employees, without abatement, all wages (as  
26 defined by applicable California law) within the time required by applicable California law.  
27 Among other things, these employees were never paid any of the overtime compensation referred  
28 to in this Complaint, nor were they paid the other unpaid wages referred to in this Complaint.  
Defendants' failure to pay said wages within the required time was willful within the meaning of

1 Labor Code section 203.

2 28. Therefore, each of these employees is entitled to one day's wages for each day  
3 she or she was not timely paid all said wages due, up to a maximum of thirty days' wages for  
4 each employee. Because none of said employees were ever paid the overtime wages to which  
5 they were entitled, and were never paid other unpaid wages referred to in this Complaint, each of  
6 said employees is entitled to thirty days' wages.

7 29. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as  
8 described herein and below.

9 **Third Cause of Action**  
10 Failure to Furnish Itemized Statements  
(Lab. Code §§ 226(b), 1174, 1175)

11 30. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set  
12 forth herein.

13 31. Throughout the period applicable to this cause of action, Defendants intentionally  
14 failed to furnish to Plaintiffs and the Class Members, upon each payment of wages, itemized  
15 statements accurately showing, among other matters: total hours worked, the applicable hourly  
16 rates in effect during the pay period, and the corresponding number of hours worked at each  
17 hourly rate.

18 32. Plaintiffs and the Class Members were damaged by these failures because, among  
19 other things, the failures led them to believe that they were not entitled to be paid overtime, even  
20 though they were so entitled, and because the failures hindered them from determining the  
21 amounts of overtime wages owed to them.

22 33. Plaintiffs and the Class Members are entitled to the amounts provided for in  
23 Labor Code section 226(e), plus costs and attorneys' fees.

24 34. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as  
25 described herein and below.

26 **Fourth Cause of Action**  
27 Violation of Unfair Competition Law  
(Bus. and Prof. Code § 17200 et seq.)

28 35. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set

1 forth herein.

2 36. Plaintiffs bring this action on behalf of each and all members of the general  
3 public, including the Class Members and Plaintiffs themselves, pursuant to Business and  
4 Professions Code sections 17200 et seq. Defendants' conduct alleged above constitutes unlawful  
5 business acts and practices in violation of Business & Professions Code sections 17200 et seq.  
6 Defendants engaged in unfair competition in violation of the UCL by violating, inter alia, each of  
7 the following laws: each of these violations constitutes an independent and separate violation of  
8 the UCL:

- 9 a. California applicable Wage Orders
- 10 b. California Labor Code § 1194;
- 11 c. California Labor Code §§ 201, 202, 203, 204, and 226;
- 12 d. California Labor Code § 1174; and
- 13 e. California Labor Code § 510, which provides in relevant part:

14 *(A)Any work in excess of eight hours in one*  
15 *workday and any work in excess of 40 hours in*  
16 *anyone workweek and the first eight hours worked*  
17 *on the seventh day of work in any one workweek*  
18 *shall be compensated at the rate of no less than one*  
19 *and one-half times the regular rate of pay for an*  
20 *employee, Any work in excess of 12 hours in one*  
21 *day shall be compensated at the rate of no less than*  
22 *twice the regular rate of pay for an employee, In*  
23 *addition, any work in excess of eight hours on any*  
24 *seventh day of a workweek shall be compensated at*  
25 *the rate of no less than twice the regular rate of pay*  
26 *of an employee.*

27 37. Defendants' course of conduct, acts, and practices in violation of the California  
28 laws mentioned in the above paragraph constitute a separate and independent violation of the  
UCL. Defendants' conduct described herein violates the policy or spirit of such laws or  
otherwise significantly threatens or harms competition. The harm to California Plaintiffs and the  
California Class in being wrongfully denied lawfully earned wages outweighs the utility, if any,  
of Defendants' policies or practices and, therefore, Defendants' actions described herein  
constitute an unfair business practice or act within the meaning of the UCL.



1           2.       That Plaintiffs be appointed the representative of the Class;

2           3.       That the attorneys of record for Plaintiffs whose names appear in this Complaint  
3 be appointed Class counsel;

4           4.       For unpaid wages at overtime rates for all overtime work and unpaid wages for all  
5 work for which they were not paid;

6           5.       For such general and special damages as may be appropriate;

7           6.       For waiting time penalties and civil penalties for all Class Members no longer in  
8 Defendants' employ at the time of Judgment;

9           7.       For pre-judgment interest;

10          8.       For the amounts provided for in Labor Code §§ 226(b), 226.7,

11          9.       For restitution as described in the cause of action under Business & Professions  
12 Code §§ 17200 *et seq.* above;

13          10.      For permanent injunctive and declaratory relief described in the cause of action  
14 under Business & Professions Code §§ 17200 *et seq.* above.

15          11.      A declaratory judgment that the practices complained of herein are unlawful  
16 under California state law;

17          12.      Attorney's fees and costs of suit, including expert fees pursuant to Ca. Lab. Code  
18 §§218.5, 1194, and Calif. Code Civ. Proc. §1021.5;

19          13.      Such other injunctive and equitable relief as the Court may deem proper.

20 **DATED:** August 16, 2013

**HAMNER LAW OFFICES, APC  
THE NUNES LAW GROUP  
COHELAN KHOURY & SINGER**

21  
22 By: \_\_\_\_\_

J. Jason Hill, Esq., Co-Counsel for Plaintiffs,  
NATHANAEL BENNETT and JAMES  
RICHARDSON, on behalf of themselves and all  
23 others similarly situated  
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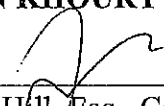
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**DEMAND FOR JURY TRIAL**

Plaintiffs demand jury trial for all claims so triable.

**DATED:** August 16, 2013

**HAMNER LAW OFFICES, APC  
THE NUNES LAW GROUP  
COHELAN KHOURY & SINGER**

By:   
\_\_\_\_\_  
J. Jason Hill, Esq., Co-Counsel for Plaintiffs,  
NATHANAEL BENNETT and JAMES  
RICHARDSON, on behalf of themselves and all  
others similarly situated

**PROOF OF SERVICE**

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***Bennett, et al. v. Logitech, Inc.***  
**S.C.S.C. Case No. 113CV242203**

I, Matthew Atlas, declare as follows:

I am over the age of 18 years and not a party to the within action. I am employed in the County of San Diego, California, where the mailing occurs; and my business address is 605 "C" Street, Suite 200, San Diego, California 92101-5305.

I further declare that I am readily familiar with the business' practice for collection and processing of correspondence for mailing with United States Postal Service; and that the correspondence shall be deposited with United States Postal Service this same day in the ordinary course of business.

On August 16, 2013, I caused to be served a copy of the foregoing document(s):

**FIRST AMENDED CLASS ACTION COMPLAINT**

by placing a true copy of each document in a separate envelope addressed as follows:

**Counsel for Defendant**  
Lynne C. Hermle, Esq.  
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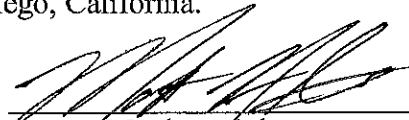
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I then caused service of each document in the manner described below:

- BY MAIL:** I placed each for deposit in the United States Postal Service this same day, at my business address shown above, following ordinary business practices.
- BY FAX:** I transmitted the foregoing document(s) by facsimile to the party identified above by using the facsimile number indicated. Said transmission(s) were verified as complete and without error.
- BY UNITED PARCEL SERVICE:** I placed each for deposit in the nearest United Parcel Service drop box for pick up this same day and for "next day air" delivery.
- STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed August 16, 2013, at San Diego, California.

  
Matthew Atlas