

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA**

If you are an individual who – while residing in the United States between January 21, 2007 and October 15, 2009 – owned a Harmony® 1000 Advanced Universal Remote (“H1000”) which was marketed, distributed, and sold by Logitech, Inc. (“Logitech”) in the United States you may be eligible to receive a product replacement from Logitech pursuant to a class action settlement.

*This is a court-authorized Notice. This is not a solicitation from a lawyer.*

*PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO BOTH THE CERTIFICATION OF A SETTLEMENT CLASS AND A PROPOSED SETTLEMENT OF THIS CLASS ACTION. IF YOU ARE A SETTLEMENT CLASS MEMBER, THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT AS FURTHER DESCRIBED BELOW. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND DO NOT OPT OUT, YOU WILL BE BOUND BY THE RELEASES. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND DO NOT OPT OUT, YOU WILL BE BOUND BY THE SETTLEMENT AND ANY JUDGMENTS IN THIS ACTION.*

- YOU ARE HEREBY NOTIFIED that the United States District Court for the Northern District of California, (“Court”), has preliminarily approved the above-captioned case (the “Action”) to proceed as a class action for settlement purposes under Rule 23(b)(3) of the Federal Rules of Civil Procedure, and a proposed Settlement of the Action has been reached. One of the purposes of this Notice is to inform you of the proposed Settlement and of the Final Fairness Hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the Settlement. This Notice describes the rights you may have in relation to the Settlement and this Action.
- Unless otherwise defined herein, capitalized terms used in this Notice shall have the meanings specified in the Settlement Agreement on file with Office of the Clerk of the Court, 450 Golden Gate Avenue, 16<sup>th</sup> Floor, San Francisco, California 94102.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a claim form.</b>	The only way to get a replacement. By timely submitting a valid claim form, you will become a member of the class and be bound by the settlement agreement and release.
<b>Exclude yourself, or “opt out.”</b>	Write to the parties’ lawyers that you wish to be excluded from the settlement. If you exclude yourself, you will not be entitled to any of the benefits of the Settlement.
<b>Object.</b>	Write to the Court and the parties’ lawyers about why you don’t like the settlement. If your objection is overruled, you will not be provided an opportunity to exclude yourself from the class.
<b>Go to a hearing.</b>	Ask to speak in Court about the fairness of the settlement.
<b>Do nothing.</b>	Get no relief/replacement. However, you are a member of the class and will be bound by the settlement agreement and release.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

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## BASIC INFORMATION

The company that sold **the Harmony 1000 Universal Remote** was sued in a U.S. class action lawsuit. The person who sued is called the “Plaintiff,” and the company he sued (Logitech Inc.) is called the “Defendant.”

### 1. Why did I get a notice?

You received notice because you are a registered user/owner of a Harmony 1000 Universal Remote in Logitech’s databases. Notice has been provided to you so you can participate in the Settlement by filing a claim before the Court finally approves the settlement. This Notice explains the lawsuits, the settlement and your legal rights.

### 2. Why is this lawsuit a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who have similar claims. All of these people may be considered a “Class” or “Class Members.” A court must determine if a lawsuit or a settlement should proceed as a class action. If it does proceed as a class action, there may be a trial. A trial then decides the outcome of the lawsuit for everyone in the Class. Sometimes, the parties may settle without a trial.

### 3. Why is there a settlement?

A settlement is not an admission of any wrongdoing by the Defendant. No court or jury made any final decision in favor of any party. Instead, both sides mutually agreed to settle the claims. By settling, they both avoid the risks, delays, and costs of ongoing litigation and a trial, and the class members are eligible to receive settlement benefits. The Plaintiff and his attorneys recommend this settlement because they believe this settlement is the best option for everyone in the Class.

## SUMMARY OF THE CASE

The Settlement Class Representative has asserted that Logitech made false and misleading statements in the marketing, advertising, and sale of the Logitech H1000 by purportedly informing consumers that the H1000 has Z-Wave functionality. “Z-Wave” means a feature that controls lighting and other home electronics through radio frequency (RF) communication as opposed to infrared (IR) communication which can control lighting and other home electronics through infrared communication and works on a line of sight basis.

Logitech denies the Settlement Class Representative’s allegations, believes them to be without merit, and has asserted numerous defenses to the claims. Logitech believes that it has complied fully with all laws, disclosed all material facts, quickly and fairly addressed on an individual basis any consumer complaints regarding the H1000’s purported lack of Z-Wave functionality, and has honored and continues to honor the one-year limited warranty covering H1000s sold in the United States.

### 4. Who can participate?

The Court has provisionally certified a class in this Action for purposes of settlement only. This Settlement Class consists of all individuals who – while residing in the United States between January 21, 2007 and October 15, 2009 – owned a Harmony® 1000 Advanced Universal Remote (“H1000”) which was marketed, distributed, and sold by Logitech, Inc. (“Logitech”) in the United States and who were disappointed and unsatisfied with the H1000’s purported lack of Z-Wave (radio frequency) functionality.

## 5. What are Class Members' Options?

If you are a Settlement Class Member as defined herein, your legal rights with respect to the claims asserted against Logitech will be as determined in the Action and you will be bound by any order or judgment that the Court has entered or will enter with respect to the Settlement Class, unless you timely request to be excluded from the Settlement Class in the manner set forth below. If you choose to be excluded from the Settlement Class, you will not be bound by the outcome of the Action.

## THE SETTLEMENT AND PARTICIPATION

During the course of the Action, the Settlement Class Representative and Logitech held settlement discussions. These discussions were conducted at arms-length and without collusion. As a result of intense bargaining by the lawyers on both sides, the Settling Parties were able to agree to the current Settlement Agreement. The Settlement would resolve all claims between the Settlement Class Members and the Released Logitech Parties.

Under the Settlement, Settlement Class Members who submit a timely, complete, and accurate claim form will receive a product replacement that includes a Logitech universal remote control device. Logitech has a limited number of Harmony©Advanced Universal Remote 890s, and such devices will be provided to members of the settlement class that comply with the procedures described in this Notice and complete Appendix A, affixed hereto. These remotes have Z-Wave functionality. If the number of Settlement Class members so claiming exceeds the available inventory of Harmony©Advanced Universal Remote 890s, then Logitech will provide eligible claimants with a returned H890 that has been fully inspected and, if necessary, restored to perform as new. In addition, Logitech will extend to all returned H890s distributed under the Settlement Agreement its standard 1-year Limited Hardware Warranty and product support programs that are available for H1000s.

## 6. How do I submit a claim form?

A settlement class member may submit only one completed, properly executed and timely returned claim form. There may be only one claim per household.

If you believe you are a member of the settlement class, and you were disappointed and dissatisfied with your H1000's inability to control lighting devices using Z Wave technology, and

freely elect to participate in this settlement, you should completely fill out the Settlement Claim Form that accompanies this Notice – attached hereto at APPENDIX A – and timely return it to the following address: New Breed Corporation, Attn: VAS Department, Receiving Dock Door #4, 8640 Nail Road, Olive Branch, MS 38654. The settlement claim form must be postmarked by January 28, 2010.

Failure to fully follow the procedures as described herein will result in a settlement class member receiving no relief under the settlement, but nonetheless being bound by any judgments, orders and releases in this case.

<p>7. Who are the Attorneys representing the Class and what will they receive?</p>
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“Class Counsel” refers to two law firms representing members of the Settlement Class. Class Counsel has not been paid for its work and has advanced the costs of prosecuting this lawsuit which was filed on April 18, 2008. Class Counsel will collectively apply to the Court for an award of attorneys’ fees and expenses that shall not exceed \$675,000. (Six hundred and seventy five thousand dollars).

The award of fees will not reduce the value of the Settlement benefits to the Settlement Class. Under no circumstances shall Logitech pay more than \$675,000 for any and all such awards of attorneys’ fees and expenses. The Court will determine what amount of attorneys’ fees and expenses are appropriate. The maximum amount that Logitech will pay for fees was independently negotiated by Class Counsel and Logitech only after each side agreed to the Settlement benefits the Settlement Class would receive.

The complexity of the legal and factual issues involved, the time invested by Class Counsel in developing, researching, and litigating the issues in this lawsuit, the financial burden assumed by Class Counsel in prosecuting these claims, Logitech’s desire to avoid costly and protracted litigation involving its valued customers, Logitech’s desire to avoid the risks, expense and length of continued proceedings necessary to defend this Action through trial and any appeals, the uncertainty inherent in any litigation, and the value of Settlement for the Settlement Class all support the requested fee amount.

At the Final Fairness Hearing, Class Counsel intends to ask the Court to award an incentive fee to the Settlement Class Representative of \$500.00 (five hundred dollars) to reimburse the Settlement Class Representative for the risks he has assumed and the value of his time expended on this lawsuit.

Logitech has agreed to pay all the costs associated with implementing the Settlement. The payment of these costs will not reduce the value of the Settlement benefits to the Settlement Class.

The Settlement Class Representative and Class Counsel believe that the Settlement is fair and is in the best interests of the Settlement Class. There are significant risks associated with continuing to litigate and proceeding to trial. For example, the Settlement Class faced the possibility that many of the claims in this case could have been disposed of pursuant to a

motion for summary judgment before trial. In addition, there was a risk that the Settlement Class would not have prevailed on its claims against Logitech even if those claims eventually went to trial, in which case the Settlement Class would receive nothing. The Settlement eliminates these risks.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action, the certification of the Settlement Class, the Settlement, or your rights in connection therewith.

## WHAT ARE MY RIGHTS?

If you are a Settlement Class Member, unless you request to be excluded from the Settlement Class as described below, you will have the option to receive the benefit of this Settlement and you will be fully bound by the terms of the proposed Settlement described in this Notice, upon approval of the Settlement by the Court. If you are a Settlement Class Member, you have the following options:

8. You may stay in the Settlement Class.

You do not need to do anything to stay in the Settlement Class. If the Court approves the Settlement, you automatically are in the Settlement Class without further action.

9. You can **Opt-Out** of the Settlement Class.

*You Can Opt-Out of the Settlement Class.* You may choose to remove yourself from the Settlement Class by submitting a timely Opt-Out Notice. *If you want to opt-out, here is what you must do:*

1. Prepare an Opt-Out Notice in writing that must contain the following:
  - a. Your name, address and telephone number;
  - b. Date of purchase (or date of receipt, if acquired as a gift) and serial number of the H1000 you own or owned;
  - c. A clear statement that you want to opt-out of the Settlement, and receive none of the benefits of the Settlement; and

d. Your signature.

2. Mail your Opt-Out Notice by first-class mail, postmarked by January 28, 2010 to Logitech's Counsel as follows: Pillsbury Winthrop Shaw Pittman LLP, Attn: Philip S. Warden, 50 Fremont Street, 9<sup>th</sup> Floor, San Francisco, California 94105.

If you submit an Opt-Out Notice and then change your mind, you can revoke the Opt-Out Notice by sending a statement in writing, with all the same information, to the address above, stating that you want to revoke your Opt-Out Notice. Your revocation will be good if it is postmarked no later than February 12, 2010.

Logitech's Counsel will provide the total number of the Opt-Outs to Class Counsel and to the Court no later than February 19, 2010.

Two Important Things to Remember About Opting-Out:

1. If you Opt-Out, you cannot object to the Settlement.

2. If you do not Opt-Out, you will be a member of the Settlement Class, you will be entitled to the Settlement benefit and your individual claims against Logitech will be released and you may also object to the Settlement as outlined below.

10. You can stay in the Settlement Class, but **Object** to the Settlement.

*You Can Stay In the Settlement Class, But Object to the Settlement. If You Want to Object to the Settlement, Here Is What You Must Do:*

1. Prepare a written objection. The objection must contain:

a. Your name, address and telephone number;

b. Date of purchase (or date of receipt, if acquired as a gift) and serial number of the H1000 you own or owned;

c. A statement of your objection to the Settlement and the grounds for any such objection;

d. A statement that you have not opted-out; and

e. Your signature.

2. Mail your originally signed objection by first-class mail, postmarked by January 28, 2010 to Class Counsel, Lieff Cabraser Heimann & Bernstein, LLP, Attn: Kristen Law, 275 Battery St., 29th Floor, San Francisco, CA 94111 and mail a copy by first-class mail, postmarked by January 28, 2010 to Logitech's Counsel, Pillsbury Winthrop Shaw Pittman LLP, Attn: Philip S. Warden, 50 Fremont Street, 9<sup>th</sup> Floor, San Francisco, California 94105.

Fourteen (14) days prior to the Final Fairness Hearing, in conjunction with Plaintiff's Motion for Final Approval of the Settlement, Class Counsel will file with the Court, after first conferring in advance with Logitech's Counsel regarding any such submission, the objections received by Class Counsel.

**Four Important Things to Remember About Objecting:**

1. If your objection is not timely, it may not be considered by the Court, as only timely objections will be submitted to the Court.
2. You do not have to hire a lawyer to object, but you can if you so desire. If you hire a lawyer, you are responsible for paying your lawyer yourself. Your lawyer must be admitted to practice in the United States District Court for the Northern District of California or must associate with a lawyer who is. Your lawyer must (i) file a notice of appearance with the Clerk of the Court no later than January 28, 2010 or as the Court may otherwise direct; and (ii) file and serve by first-class mail copies of the notice of appearance on Class Counsel and Logitech's Counsel at the addresses set forth above, postmarked no later than January 28, 2010. If you are represented by a lawyer and you, your lawyer, or both of you want to appear at the Final Fairness Hearing, your attorney must comply with the provisions described in this paragraph.
3. If you are not represented by a lawyer, and you have properly and timely made your objections, and are not an Opt-Out Claimant, and you wish to appear at the Final Fairness Hearing, you must send by first-class mail to Class Counsel, and serve by first-class mail on Class Counsel and Logitech's Counsel a notice of intention to appear at the Final Fairness Hearing postmarked no later than January 28, 2010 and file with the Clerk of the Court a notice of intention to appear no later than January 28, 2010. The mailing address for the Clerk of the Court is:  
  
Attn: Clerk of Court  
United States District Court  
Northern District of California  
450 Golden Gate Ave.  
San Francisco, CA 94102
4. The notice of intention to appear shall set forth: (i) the name, address, telephone number, of the Settlement Class Member; and (ii) the objection, including any papers constituting or containing any factual, evidentiary and/or legal authority in support thereof. Any Settlement Class Member who is not represented by an attorney and who does not timely send to Class Counsel and Logitech's Counsel a proper written objection and notice of intention to appear postmarked no later than January 28, 2010 and file a notice of intention to appear with the Clerk of the Court no later than January 28, 2010, shall not be permitted to object or appear at the Final Fairness Hearing, shall be deemed to have waived and forfeited, and shall be foreclosed from raising any objection at the Final Fairness Hearing, and shall be bound by all of the terms of the Settlement and by all proceedings, orders and judgments by the Court in the Action. Any Settlement Class Member who is represented by an attorney and who does not timely file and serve a proper written objection, and a notice of

intention to appear no later January 28, 2010, shall not be permitted to object or appear at the Final Fairness Hearing, shall be deemed to have waived and forfeited, and shall be foreclosed from raising any objection at the Final Fairness Hearing, and shall be bound by all of the terms of the Settlement and by all proceedings, orders and judgments by the Court in the Action.

11. When would I get my product replacement?

No later than fourteen (14) days after the Effective Date, as defined in the Settlement, Logitech will send or cause to be sent, the relief available to those Settlement Class Members who timely submitted claim forms and the proper documentation, pursuant to the Settlement.

12. What am I giving up by submitting a claim?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Logitech about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

### WHAT SHOULD I EXPECT NEXT?

13. The Final Fairness Hearing

A Final Fairness Hearing will be held at 9:00 a.m. on March 5, 2010, before the Honorable Maxine M. Chesney in her courtroom at the United States District Court for the Northern District of California, which is located at 450 Golden Gate Avenue, Courtroom 7, 19th Floor, San Francisco, CA 94102. The purpose of the hearing is to determine:

- a. whether the Settlement is fair, adequate and reasonable, and in the best interests of Settlement Class Members;
- b. whether the Court should enter a Final Order approving the Settlement, dismissing with prejudice and on the merits the claims against Logitech, and releasing the Settlement Class Claims against the Released Logitech Parties;

c. whether the Court should approve the applications for attorneys' fees and expenses which will be filed by Class Counsel; and,

d. whether the Court should approve the application of the Settlement Class Representative for award of an incentive fee.

The Final Fairness Hearing may be postponed or adjourned from time to time by the Court, without further prior notice.

The Court may approve the Settlement, or it may approve the Settlement with changes that the parties may agree upon and without further notice to the members of the Settlement Class.

#### 14. After the Fairness Hearing: The Consequences of the Settlement

If the Settlement Agreement is approved by the Court and subsequently becomes Final:

3. The litigation will be dismissed with prejudice.
4. Logitech and the Released Logitech Parties will be released from the "Settlement Class Claims" and related claims as described below on behalf of all Settlement Class Members, except those who opt-out. "Settlement Class Claims" and the "Release" are defined below.
3. "*Settlement Class Claims*" means the following:

All claims which were or could have been brought against Logitech (including without limitation all claims which were brought or could have been brought in the Action), and which arise directly or indirectly out of, or are related to any allegations of the H1000's alleged lack of Z-Wave (radio frequency) functionality.

#### 15. The Release

In exchange for these benefits, the Settlement provides Logitech with a release of liability on behalf of the Settlement Class Members. As of the Effective Date, Settlement Class Representative and each of the Settlement Class Members, together with each of their respective heirs, executors, administrators, and their respective predecessors, successors, representatives and assigns, or any and all of them, for the exchange of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, shall release and forever discharge the Released Logitech Parties from (i) any and all Settlement Class Claims however they may be expressed, which they have, may have had, may have currently, or may

have in the future against any of the Released Logitech Parties or any combination of them; (ii) any claims arising out of any and all acts, failures to act, omissions, facts, matters, events, transactions, occurrences, or oral or written statements or representations made or allegedly made in connection with, or directly or indirectly relating to, the Settlement Agreement, except that nothing in this release shall preclude any action to enforce the terms of the Settlement; and, (iii) any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or by the Settlement Class Representative, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action or the administration of such Settlement, except to the extent otherwise specified in the Settlement Agreement.

1. The Settlement Class Representative, on behalf of himself and Settlement Class Members, acknowledges that he has been advised and is familiar with and understands the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

2. The Settlement Class Representative and Settlement Class Members voluntarily and expressly waive and relinquish each and every right or benefit which they may have under California Civil Code Section 1542, or any similar provision under any other state's law. The Settlement Class Representative and Settlement Class Members acknowledge that they may hereafter discover facts in addition to or different from those which they presently know or believe to be true regarding the subject matter of the Action, but that it is their intention to fully, finally and forever settle and release all of the Settlement Class Claims known or unknown, suspected or unsuspected, which exist, hereafter may exist or might have existed (whether or not previously or currently asserted in the Action). In furtherance of such intention, the releases provided in the Settlement shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts.

#### **HOW DO I GET ADDITIONAL INFORMATION?**

If you have questions about the Settlement or the lawsuit, you may contact:

Kristen E. Law  
Lieff Cabraser Heimann & Bernstein LLP

Embarcadero Center West

275 Battery Street, 29th Floor

San Francisco, CA 94111-3339

Tel. (415) 956-1000

Matthew R. Wilson  
David P. Meyer & Associates Co., LPA  
1320 Dublin Road, Suite 100  
Columbus, Ohio 43220  
(614) 224-6000

Attorneys for Plaintiff and Settlement Class

This Notice is only a summary of the terms of the Settlement Agreement. The Settlement Agreement and the other pleadings in this matter also are on file in the Office of the Clerk of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16<sup>th</sup> Floor, San Francisco, CA 94102, and are available for your review there during regular business hours.

You may also obtain a copy of the Settlement Agreement by contacting Kristen E. Law or Matthew R. Wilson.

You may seek the advice and guidance of your own attorney if you desire.

In any event, ***PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK REGARDING THIS NOTICE.***

Approved by the United States District Court for the Northern District of California.

Dated: October 15, 2009

**APPENDIX A**

**SETTLEMENT CLAIM FORM**

*Arthur Fulford v. Logitech, Inc.*, Civil Action No. C 08-02041 MMC (JCS)

United States District Court for the Northern District of California

**All customers who are subject to this class action have been notified via email. If you feel you are subject to the terms and conditions as set forth in the class action settlement, please contact our class action hot line. An agent will be happy to validate your account and provide you with a settlement claim form.**

**Logitech Harmony class action hot line: 1 (866) 542-5644**