

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

7 *Attorneys for Plaintiffs*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ALAMEDA**

10 CHRISTOPHER PARKER, JAMES
11 ANDERSON, and ED SHAPIRO,
individually and on Behalf of All Others
12 Similarly Situated,

13 Plaintiffs,

14 v.

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

16 Defendants.

Case No.: RG15781276

ASSIGNED FOR ALL PURPOSES TO:
JUDGE BRAD SELIGMAN
DEPARTMENT 23

CLASS ACTION

**SECOND AMENDED COMPLAINT
FOR:**

- (1) Violations of California's Unfair Competition Law (Bus. & Prof. Code §§ 17200 *et seq.*);
- (2) Violations of California's Consumer Legal Remedies Act (Civ. Code §§ 1750 *et seq.*);
- (3) Violations of the Song-Beverly Consumer Warranty Act (Civ. Code §§ 1790 *et seq.*);
- (4) Breach of Express Warranty;
- (5) Breach of Implied Warranty;
- (6) Unjust Enrichment;
- (7) Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505, *et seq.*);
- (8) Declaratory Relief (28 U.S.C. § 2201);
- (9) Violations of the New Jersey Consumer Fraud Act (N.J. Stat. Ann. § 56:8-1 *et seq.*); and

Demand for Jury Trial

1 Plaintiffs Christopher Parker, James Anderson, and Edward Shapiro (“Plaintiffs”), by their
2 attorneys, on behalf of a proposed Class of similarly situated persons, allege on information and
3 belief as follows:

4 **INTRODUCTION**

5 1. Beginning in August 2010, Logitech, Inc. (“Logitech”) marketed and sold high-
6 definition digital video home security systems (“Alert Systems”) that would “help consumers
7 protect what’s important” and promised “peace of mind in a box.” Logitech claimed its Alert
8 Systems would provide safety-minded consumers with comprehensive, reliable home security,
9 and that buyers could use Logitech’s new technology to view live video feeds from their security
10 cameras on computers, smartphones and tablets. But Logitech failed to tell customers that the
11 Alert Systems were defective because the cameras experienced a high-rate of failure and the
12 “powerful” software needed to run the Alert Systems was rife with bugs and glitches that made
13 the systems unreliable and inoperable, thus leaving customers unprotected and at an increased
14 safety risk. When the defective Alert Systems inevitably failed, Logitech refused to honor its
15 warranties to remedy the defects while customers’ warranty periods lapsed, thereby escaping its
16 legal obligations to provide non-defective replacements or refunds. And, given the extent of the
17 defects in the Alert Systems and its inability to solve the problems, Logitech finally discontinued
18 the product altogether which left consumers without replacement parts or cameras when their
19 systems inevitably failed. Accordingly, and as detailed below, Logitech’s failure to disclose the
20 defects and its warranty breaches rendered Logitech’s marketing materially false and misleading,
21 and likely to deceive consumers. As a result of Logitech’s unlawful business practices,
22 consumers unknowingly invested hundreds, if not thousands, of dollars in Alert Systems that are
23 now obsolete and that have already or will inevitably fail. Logitech’s conduct violates
24 California’s consumer protection and warranty laws.

25 2. Plaintiffs, purchasers of defective Logitech Alert Systems, now bring this class
26 action on behalf of other Alert System buyers to recover damages and divest Logitech of its ill-
27 gotten profits.

1 **JURISDICTION AND VENUE**

2 3. This Court has jurisdiction over all causes of action asserted herein pursuant to
3 Code of Civil Procedure section 410.10 and Article VI, § 10 of the California Constitution.
4 Logitech is subject to the jurisdiction of this Court because it is incorporated and maintains its
5 principal place of business within the state of California and has extensive business dealings and
6 transactions within the state of California.

7 4. Venue is proper in this Court under Code of Civil Procedure sections 395 and
8 395.5 because Logitech resides in and maintains its principal place of business within the County
9 of Alameda, and a significant portion of the facts and circumstances giving rise to Plaintiffs'
10 Complaint occurred in or emanated from this County, including Logitech's development,
11 marketing, sale, distribution, and customer service of the Logitech Alert Systems at issue in this
12 lawsuit.

13 **PARTIES**

14 5. Plaintiff Christopher Parker is a citizen of California and a resident of Orange,
15 located in Orange County. As further explained below, Plaintiff Parker purchased a Logitech
16 Alert System and suffered damages due to Logitech's conduct.

17 6. Plaintiff James Anderson resides in Orland Park, Illinois. As further explained
18 below, Plaintiff Anderson purchased a Logitech Alert System and suffered damages due to
19 Logitech's conduct.

20 7. Plaintiff Ed Shapiro was a citizen and resident of New Jersey at all times relevant
21 herein. As further explained below, Plaintiff Shapiro purchased a Logitech Alert System in New
22 Jersey and suffered damages due to Logitech's conduct in New Jersey.

23 8. Defendant Logitech, Inc. is a California corporation with its North American
24 headquarters and principal place of business located at 7700 Gateway Boulevard, in Newark,
25 California. Logitech is a global developer and provider of consumer products including
26 accessories for personal computers and tablets like keyboards, mice, webcams, speakers, and
27 microphones, as well as the digital security systems that are the focus of this lawsuit. Logitech is
28 a subsidiary of Logitech International, S.A., a holding company that maintains its headquarters in

1 Lausanne, Switzerland. Logitech is a publicly traded company on the NASDAQ stock exchange
2 under the symbol “LOGI.” Logitech has reported \$2 billion in annual sales.

3 9. Defendants DOES 1-10 are “persons,” the names and addresses of which are
4 unknown, that participated in the conduct that is the subject matter of this action, as alleged
5 herein. Plaintiffs are, as yet, ignorant of the true names, capacities and nature and extent of
6 participation in the course of conduct alleged herein of the persons sued as DOES 1-10 inclusive,
7 and therefore sues these defendants by such fictitious names. Plaintiffs will amend this complaint
8 to allege the true names and capacities of the DOE defendants when ascertained.

9 **GENERAL ALLEGATIONS**

10 **Logitech Alert Digital HD Video Security Systems**

11 10. In August 2010, Logitech began the sale and distribution of high-definition digital



12
13
14
15
16
17 video security systems under the “Alert” brand name (“Alert Systems”). Logitech packaged the
18 Alert System (pictured below) as a complete home video security system that would allow
19 customers to “Be There When You’re Not.”

20 11. Logitech aggressively marketed and sold its Alert Systems to safety-conscious
21 consumers directly through its website and retail affiliates by promising to deliver an easy,
22 comprehensive solution to home security. For example, Logitech advertised:

23 Get peace of mind in a box. The Logitech Alert 750e Outdoor Master System
24 comes with everything you need to help protect what’s important to you—a
25 weatherproof HD camera with wide-angle night vision, powerful Windows and
26 Mac software, a free remote viewing account, and simple plug-and-play
installation without new wiring. Plus, you can easily expand your system to as
many as six cameras—indoors and out.

27 12. Logitech also told consumers that “[a] video-security system is only as good as the
28 video it captures” and touted that its high-definition cameras could “protect your home and family

1 day or night.” Logitech emphasized on its website and in marketing materials that the Alert
2 Systems would provide customers with reliable, continuous home security through its digital
3 cameras that had features such as night vision and weatherproofing that could prevent and
4 discourage home invasions and robberies “rain or shine—summer or winter.” Logitech bolstered
5 its marketing materials with videos submitted by customers that thwarted burglaries in progress,
6 caught thieves, and stopped a possible intrusion from a wild black bear. Logitech captioned one
7 video with the following:

8 After being robbed previously during the year, customer uses Logitech’s video
9 surveillance system and eventually logs in to view a live stream of her house
10 being robbed real-time. A quick call to 911 and the police were at the house in 4
11 minutes.

12 13. Logitech also claimed Alert Systems used special “HomePlug” networking
13 technology that would be simple to use and install without costly, professional installers, thereby
14 providing a cheaper and simpler alternative to subscription based home security systems provided
15 by services like ADT. Logitech claimed that:

16 Included HomePlug network adapter uses your home’s electrical wiring and
17 outlets to transmit video from the camera to your computer. Simply install the
18 software, plug the network adapter into your router and wall power outlet, plug
19 the camera into a nearby wall outlet—and you’re ready. No professional installer,
20 excessive wires, IP address setting or router resetting needed.

21 14. Logitech told customers that Alert Systems would provide them with safety and
22 security features such as motion detection alerts, plus live and recorded video feeds to any
23 internet connected computer, smartphone or tablet, which would allow customers to monitor their
24 home security cameras remotely. So, for example, a Logitech Alert Systems buyer could tap into
25 a live video feed on her iPhone to see if a UPS package was delivered, could monitor child-care
26 providers who were watching her children while she was at work, and could be sent an immediate
27 alert to her smartphone through a motion sensor if someone was trying to break into her home
28 while she was sleeping.

 15. Logitech summarized key features of its Alert Systems (whether for indoor and
outdoor use) in print advertisements on its website, www.logitech.com, and through online
retailers like Amazon:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Logitech

Alert 750e Outdoor Master System
Noteworthy Features

- Weatherproof³ wide-angle night vision HD camera
- Easy DIY setup
- Motion-triggered email and smartphone alerts
- Free remote viewing of live video on computers, smartphones, tablets¹
- Windows and Mac compatible



Logitech

Alert 750n Indoor Master System
Noteworthy Features

- Wide-angle night vision HD camera
- Easy DIY setup
- Motion-triggered email and smartphone alerts
- Free remote viewing of live video on computers, smartphones, tablets¹
- Windows and Mac compatible

16. Logitech’s Alert System is comprised of four main components: (1) a master camera that could either be intended for indoor or outdoor use; (2) up to six additional cameras that could be linked with the master camera; (3) software that could be installed on purchaser’s computers and other devices using Windows or Apple operating systems; and (4) a premium subscription service called the “Web and Mobile Commander” that was intended to unlock additional product features such as searching and viewing recorded video on their smartphone so customers could immediately see the video footage that might have triggered an alert. In order to upsell customers on the subscription service, Logitech promised subscribers access to Logitech’s “secure, data center-housed servers” that would be: “Always On. Always Working.”

17. Given the extensive product features Logitech promised, including high definition or “HD” video that portrays images in high resolution with a greater degree of picture detail and accuracy, Alert Systems were sold at premium prices—starting at \$299.99-\$349.99 for a master camera, with each additional camera costing \$199.99-\$279.99 or more. And, with the annual cost for a Web and Mobile Commander subscription at \$79.99, customers could invest well over \$1500 in an Alert System.

1 Other customers plagued with defective cameras reported complaints and failures to Logitech
2 including:

- 3 ● If you cameras worked out of the box consider yourself lucky. 70%
4 failure rate here.....wow²
 - 5 ● I have purchased 4 total cameras, two of them have failed and it's been
6 less than 1 year for both of those.
 - 7 ● I have a four camera outdoor system. One by one they have all failed in
8 regards to the micro sd cards. The camera fail at different times and
9 completely stop working.
 - 10 ● Two outdoor, and one indoor camera. They all three worked fine for
11 about a week, but now I cannot see the indoor camera and one of the
12 outdoor cameras.
 - 13 ● I was a huge fan of this product, recommending it to many many people.
14 What a let down. My 4th camera died today, the remaining 5th camera
15 probably won't last much longer I'm tipping. Having spent thousands of
16 dollars on this system I'm more than slightly annoyed.
 - 17 ● My family purchased a Logitech master system two years ago and three
18 add-on cameras in the next year. Within one year of original purchase, we
19 had to contact customer service for a replacement camera twice.
 - 20 ● Had these cameras for 6 months now. I started a thread a while ago about
21 this problem, still seems to happen every other week which makes this
22 product useless... This product is very unreliable. You cannot depend on
23 this for home security.
 - 24 ● The volume of common failed 700E cameras and associated bad press to
25 Logitech should motivate Logitech to provide some type of repair service
26 for the failed cameras. Maybe a recall of some sorts.
21. Frustrated buyers of Logitech's Alert Systems were equally vocal on internet retail

20 websites like Amazon.com, reporting:

- 21 ● This system stop working after 10 days. I spend 2 hours with Customer
22 Service. They asked to send this camera back. To days later additional 2
23 cameras stop working. Worst system.
- 24 ● All cameras not working after 6 month. Was replaset and again fail to
25 work. This is worst product I have.
- 26 ● Worst decision ever. I have had the cameras for about 5 months now.
27 They worked fine for about two months and ever since I have had nothing
28 but problems. Cameras are no longer detected. SD cards don't stay
formatted. Outdoor weatherproof camera got water in it and is now foggy
(can't see anything) When the cameras are detected the image is black.
I've contacted customer service for troubleshooting the suggestions don't

² Customer complaints have not been edited for spelling, punctuation, or grammar.

1 work and so I ask to return them and get a refund. All I get is a if it is
2 within 30 days we will be happy to refund if not we need to try some
troubleshooting (which doesn't work). Not happy do not buy.

- 3 ● Avoid these cameras like the plague.
- 4 ● I called Logitech support the first time because both cameras had just
5 decided to stop working all together. The truth is their technology is just
not ready for primetime!
- 6 ● I've had this for about 5 weeks and it worked fine until then... the camera
7 is no longer detected and it doesn't work no matter what I try. **DO NOT
PURCHASE.**
- 8 ● Cam never worked so not a lot to review about this product except for the
9 fact that you may have to deal with returning a non-working unit.
- 10 ● This product had severe issues connecting and it ultimately failed.
- 11 ● I purchased 12 cameras 8 of which have failed and had to be replaced.
12 Troublesome to replace because Logitech does is not eager to replace
cameras and sends back wrong items or short items.
- 13 ● Dead out of the Box - Purchased the camera system due to a large amount
14 of car break ins recently. Ran all the cabling, plugged everything in...and
the camera wouldn't boot or hard reset. Apparently this happens fairly
often.
- 15 ● It worked great for the first week but soon after those 7 days it just stop
16 working, nothing else to say.
- 17 ● The item worked for about 45 days then suddenly just died. Never came
18 back to life. Bad experience with this piece of crap. It's a toy nothing
more than that. Not recommended.

Logitech Breaches Its Warranties

19 22. Facing a deluge of customer complaints and requests for warranty repairs and
20 refunds, Logitech responded by designing and implementing a strategy to avoid honoring its
21 warranties by, among other things: (1) requiring customers to go through repetitive, time-
22 consuming, cumbersome, and unsuccessful troubleshooting processes; (2) failing to replace
23 customers' defective systems with non-defective parts, software, or systems in a timely manner
24 while warranty periods lapsed; (3) repeatedly telling customers Alert Systems were on back-order
25 so that they could not be replaced during the warranty period; (4) creating administrative hassles
26 for customers to prove purchases and submit exchange Alert Systems for repair and/or
27 replacement; (5) replacing defective Alert Systems with defective Alert Systems; (6) misleading
28

1 customers that its Alert Systems' problems would be fixed with upcoming hardware and software
2 fixes that never materialized or did not actually work; (7) failing to implement successful
3 software upgrades that would resolve or improve the user experience and make the Alert Systems
4 functional for their intended purposes; and (8) failing to provide refunds. As a result, Logitech
5 strategically left customers without operable systems during the warranty period while it ran out
6 the clock.

7 23. One Logitech customer summarized her frustrating experience trying to get
8 Logitech to honor its warranty for her Alert System on Amazon.com:

9 I am disappointed. I bought the Alert camera system and installed it and my
10 outdoor camera only worked for a month. It was too late to return through
11 Amazon so I contacted Logitech's warranty department. I was told I would be
12 eligible for a replacement and that a shipping label would come to my email in
13 24-48 hours. None came.

14 I had to then contact support (again) where they told me they couldn't generate a
15 label without my address, which no one asked me for (or notified me they did not
16 have). Finally I get my label and I return my camera.

17 I am then notified it has been received and that I should be getting notification of
18 my replacement camera's shipping info. Nothing comes. A few days later I get
19 an email that my issue is closed. Nice.

20 It's been well over a month now that I've not had a working camera - not a very
21 effective security system with a non functional and now a non-existent camera. I
22 contacted support today concerned that my issue has been closed and yet here I
23 am without my broken camera or any news of receiving a replacement. I am now
24 told the cameras are backordered and I will not receive one for several more
25 weeks. I was only told this because I contacted Logitech myself, no updates were
26 given to me without my calls to support.

27 I guess Logitech expects their customers who trust in their ability to provide
28 security (through an expensive camera system) to just wait patiently for their
replacements for weeks on end. In the meantime I am using up my valuable
warranty period (clearly I've lost confidence in the ability of the cameras to last
and work properly for a long period of time) with no camera at all.³

29 24. Other customers have reported similar, frustrating experiences on Logitech's
30 forum and Amazon.com that left them without operable Alert Systems during the warranty
31 period:

- 32 • I've been checking with tech support over the past two months, trying to
33 get a replacement for a dead camera. I got the story that they were

34 ³ (Amazon.com user Bria Thompson – August 17, 2013.)

1 [discontinuing the systems but that replacement cameras would be
2 available for those with systems. Today, I was told that the cameras that
3 we are so patiently waiting for will be 'new and improved', but no details
4 available yet. I hope this is true....could use 'new and improved'.

- 5 ● I bought this but it broke after 3 month. The warranty is a pain in the
6 neck. I answered a million of questions through email with their customer
7 service. At the last step, after I submitted all the invoice and pictures etc,
8 they stopped responding to my email. OK, I started another claim. They
9 apologized and asked me to ship my camera to them. Today, I got my
10 camera back, ONLY my camera, but I shipped the whole package to them!
11 No power supplies, no network adapters, no SD cards, only the camera.
12 Very disappointed.

13 **Logitech Discontinues the Alert System**

14 25. Initial sales of Logitech Alert Systems were strong, but unsurprisingly customer
15 demand started to wane. As a result, Logitech disclosed to its shareholders in SEC filings that it
16 made a decision in the last quarter of 2012 to discontinue the manufacture and sale Alert Systems
17 entirely by 2014. Logitech's decision to discontinue the product negatively impacted the
18 availability of replacement cameras and hardware to consumers who were often told cameras
19 were already "backordered" and that Logitech would continue to try and upgrade and fix the
20 product. But it wasn't until July 22, 2014 that Logitech publicly disclosed to its customers on its
21 website forum that it was discontinuing the Alert Systems and that they would no longer be for
22 sale on Logitech.com. Logitech knew for nearly two full years that it had given up on the
23 defective Alert Systems but continued to sell its remaining stock to unsuspecting customers who
24 would eventually be stuck with significant investments in defective products that Logitech would
25 be unable to repair or replace. In fact, during this time Logitech continued to mislead customers
26 that it was eventually going to solve the problems and come out with new cameras. As one
27 customer explained on Logitech's forum: "I spoke to support last week and I was also told that
28 they will be coming out with new cameras in early 2015 that will be better and more stable. They
said they will work with our existing systems. I hope that is true. I have one dead camera that
can't be fixed or replaced."

29 **Logitech Actively Concealed Material Information from Consumers**

30 26. Logitech purposefully withheld from consumers that the Alert Systems were
31 fundamentally defective, that it would not and could not comply with its warranty obligations,

1 and that it was discontinuing the Alert Systems so that customers would be unable to obtain
2 replacement systems or parts when the Alert System would inevitably fail. Logitech actively
3 withheld all of this material information from consumers so that it could continue to sell its
4 remaining supply of defective Alert Systems, take its profits, and then exit the home security
5 industry.

6 27. Logitech exclusively knew that its Alert Systems were fundamentally defective
7 because Logitech designed, manufactured, and tested the Alert Systems using specially designed
8 complex hardware and software technology of its own creation. Accordingly, Logitech
9 exclusively knew that the Alert Systems would and did experience a high rate of failure both in
10 and outside the warranty period due to its fundamental design defects at the time it began
11 marketing and selling the Alert Systems. At a minimum, Logitech became aware of the
12 fundamental defects in the Alert Systems soon after they hit the market due to the high level of
13 customer complaints.

14 28. Logitech also exclusively knew that its sale of defective Alert Systems was in
15 breach of consumer warranty laws and obligations. First, Logitech knew that its Alert Systems
16 were not warrantable for the purpose of providing consumers with reliable, continuous, digital
17 video home security that the Alert Systems were intended to provide because it designed,
18 manufactured, and tested the defective Alert Systems that were unreliable, needed constant
19 upgrades and repairs, or were altogether inoperable. Second, Logitech actively concealed it
20 would breach its express warranties because, among other things, the Alert Systems were rife
21 with defects that could not be effectively repaired, because Logitech failed to maintain an
22 adequate supply of repair and replacement parts and equipment, that Logitech would put
23 customers through difficult administrative and procedural hassles to discourage them from
24 pursuing warranty claims, that Logitech would refuse to provide refunds, and that Logitech would
25 stonewall customer complaints while their warranty periods lapsed. As a result of Logitech's
26 conduct, Logitech's Alert Systems actually placed consumers at an increased safety risk because
27 the Alert Systems were faulty, defective, and could not protect buyers from the home security
28 risks the products were intended to alert buyers of and prevent, such as break-ins and robberies.

1 29. Logitech also actively concealed its strategic business decision to forgo further
2 investment in the Alert Systems (and fixes or upgrades) from buyers for nearly two years after it
3 decided to abandon the product. As a result, buyers were not informed that they would eventually
4 be left with inoperable, defective Alert Systems that Logitech could not repair or replace because
5 of an inevitable shortage of supply.

6 30. Logitech's decision to conceal material facts relating to defects in the Alert
7 Systems, its warranty breaches, and its decision to discontinue the Alert Systems emanated from
8 its corporate headquarters and was not disclosed by Logitech to consumers. Accordingly,
9 Plaintiffs and other prospective buyers could not reasonably ascertain the material information
10 regarding Alert Systems that Logitech withheld to deceive them. At all times Logitech
11 maintained a duty to disclose to Plaintiffs and other consumers that the Alert Systems contained
12 material defects that made the Alert Systems unmerchantable for the purpose of providing
13 continuous, reliable home security and safety, that Logitech was breaching its warranties and
14 intended to breach its warranties with buyers, and that Logitech would be discontinuing the
15 Logitech Alert line so that consumers would be eventually be unable to obtain suitable
16 replacement parts and/or Alert Systems when their Alert Systems failed both within and outside
17 their warranty periods. Logitech's failure to comply with its duty to disclose this material
18 information deceived Plaintiffs and other customers into investing hundreds or thousands of
19 dollars in Logitech Alert Systems that they could have spent on alternative, properly functioning
20 home security systems.

21 31. As a direct and proximate result of Logitech's conduct, consumers purchased
22 Logitech Alert Systems they would not have otherwise purchased, paid more for Logitech Alert
23 Systems than they would have otherwise paid, and have been subject to an increased safety risk
24 because they purchased faulty home security systems that were defective and not suitable for the
25 purpose for which they were sold. Logitech's conduct has violated California's consumer
26 protection and warranty laws, and buyers are accordingly entitled to damages, restitution, and
27 injunctive relief.

28

PLAINTIFFS' EXPERIENCES

1
2 32. **Plaintiff Christopher Parker** purchased a Logitech Alert System directly from
3 Logitech through its website on August 23, 2013. As part of his Logitech Alert System, Plaintiff
4 Parker purchased an Alert 750e Outdoor Master System for \$349.99, an Alert 700n Indoor Add-
5 On Camera for \$229.99, and a one-year Alert Web and Mobile Commander Subscription for
6 \$79.99. Plaintiff Parker paid Logitech \$600.41, including \$39.44 in sales tax. Prior to purchase
7 Plaintiff Parker viewed Logitech’s marketing materials for Logitech Alert Systems on its website
8 and was aware of Logitech’s one-year warranty, which he understood would be included in his
9 purchase.

10 33. Plaintiff Parker began experiencing problems with his Logitech Alert System
11 within one month after he purchased it, which was well within Logitech’s one-year warranty
12 period. Among other problems, Plaintiff Parker experienced the Alert System unexpectedly
13 going through a reboot phase that it would cycle through when it was supposed to be operating,
14 large gaps in recorded video indicating the cameras were not recording properly and/or that the
15 Alert System was deleting or not downloading and saving the video properly, problems with the
16 firmware, connectivity issues where Alert System was not detecting the cameras, problems with
17 the motion detection zone features not working properly, poor video quality, false alerts and
18 failed alerts, as well as a failure of the Indoor Add-On Camera. Plaintiff Parker immediately
19 provided Logitech with notice of the defects, and contacted customer support, both via Logitech’s
20 online customer support system and via telephone throughout the summer and fall of 2013 and
21 beginning of 2014 to try and resolve his complaints and requested a refund. He spent many hours
22 trying to resolve his problems with his Alert System through written complaints, obtaining a
23 replacement SD card (per Logitech’s suggestion at his own expense for an additional \$30),
24 submitting proof of purchase documentation which Logitech failed to timely process, and
25 troubleshooting. None of these efforts resolved his problems with the Alert System which
26 continued to fail and not work properly, yet Logitech would administratively close his
27 complaints. Logitech also informed Plaintiff Parker he would have to wait for a replacement
28 Alert System for an indefinite period of time because it was out of stock. He eventually obtained

1 a partial refund for one component of his system for \$230 but Logitech refused to refund his sales
2 tax or other amounts paid.

3 34. On or about January 17, 2014, Plaintiff Parker also submitted a complaint to the
4 Better Business Bureau, requesting a full refund for his Alert System. Logitech rejected Plaintiff
5 Parker's complaint to the Better Business Bureau.

6 35. Had Plaintiff Parker known prior to purchase that the Logitech Alert System was
7 defective, that Logitech would not honor its warranty, and that Logitech was discontinuing the
8 Alert System and would not have adequate replacement systems or parts, he would not have
9 purchased the Alert System or would have paid less for it. Plaintiff Parker has been harmed as a
10 result of Logitech's conduct because, among other things, he purchased a Logitech Alert System
11 he would not have otherwise purchased, paid more for the Logitech Alert System than he would
12 have otherwise paid, purchased a purported home security system that was not merchantable and
13 fit for the ordinary purpose it was intended to serve, has spent hundreds of dollars on an Alert
14 System that does not function properly, has spent unnecessary time, effort and money trying to
15 get the Logitech Alert System to function, subjected himself to an increased safety risk because
16 he did not have an operable home security system when he could have purchased a properly
17 operating system from another manufacturer, and was denied the benefits of his warranties with
18 Logitech and under California law through Logitech's failure to honor its warranties and refusal
19 to issue a refund.

20 36. **Plaintiff James Anderson** purchased a Logitech Alert System with four cameras,
21 beginning on May 6, 2013. Prior to purchase Plaintiff Anderson viewed Logitech's marketing
22 materials for Logitech Alert Systems on its website and was aware of Logitech's warranty, which
23 he understood would be included in his purchase. Plaintiff Anderson also understood and
24 expected that Logitech would continue to support its expensive home security systems. Plaintiff
25 Anderson first purchased a Logitech Alert 750e Outdoor Security Camera from Amazon.com on
26 or about May 6, 2013, an Alert 700e Outdoor Add-On Camera from Logitech.com on February
27 20, 2014, and a 750i camera Indoor Master System on December 23, 2015. Plaintiff Anderson
28 also recalls purchasing an Alert 700n Indoor Add-On Camera with Night Vision between May 3,

1 2013, and February 20, 2014. In total, Plaintiff Anderson estimates spending at least \$750 or
2 more on his Alert System.

3 37. Plaintiff Anderson began experiencing problems with his Logitech Alert System
4 soon after he purchased it, and within Logitech's warranty period. Among other problems,
5 Plaintiff Anderson experienced connectivity issues where the Alert System was not detecting the
6 cameras, requiring a reboot phase that it would cycle through when it was supposed to be
7 operating, glitchy and unreliable software that would shut down, gaps in recorded video
8 indicating the cameras were not recording properly and/or that the Alert System was deleting or
9 not downloading and saving the video properly that also resulted in failed alert notifications,
10 notices that the camera was not recording and needed to be rebooted or have the SD cards
11 reformatted, and failures of the night-vision features to operate properly causing the camera to
12 record in night-vision even during the day. In an effort to address some of these problems,
13 Plaintiff Anderson purchased and replaced the SD cards approximately 3-4 times which caused
14 him to incur additional out of pocket costs.

15 38. Eventually, two of the cameras in Plaintiff Anderson's Alert System completely
16 failed and although he provided Logitech with notice of the defects by contacting customer
17 support, he was informed the product was not in production and was no longer shipping or
18 available for warranty service. He also contacted Logitech on occasion for troubleshooting issues
19 and visited FAQ sites, but these efforts did not resolve the problems with the Alert System which
20 continued to fail and not work properly. Recently, the Alert System failed to alert him and
21 capture on video an animal's destruction of his gazebo privacy curtain.

22 39. Had Plaintiff Anderson known prior to purchase that the Logitech Alert System
23 was defective and unmerchantable for providing reliable, digital home security, that Logitech
24 would not honor its warranty obligations, and that Logitech was discontinuing the Alert System
25 and would not have repair centers or adequate replacement systems or parts, he would not have
26 purchased the Alert System or would have paid less for it. Plaintiff Anderson has been harmed as
27 a result of Logitech's conduct because, among other things, he relied on Logitech's deceptive
28 marketing, he purchased an expensive Logitech Alert System he would not have otherwise

1 purchased, paid more for the Logitech Alert System than he would have otherwise paid, and
2 bought replacement parts for the Alert System he would not have otherwise purchased. As a
3 result, Plaintiff Anderson has been harmed by Logitech because he ended up with a purported
4 digital home security system that was not merchantable and fit for the ordinary purpose it was
5 intended to serve. Plaintiff Anderson has also subjected himself to an increased safety and
6 security risk because he did not and does not have a fully operable home security system, when,
7 had he known material information Logitech failed to disclose, he could have purchased a
8 properly operating system from another manufacturer or service. Plaintiff Anderson was also
9 denied the benefits of his warranties with Logitech and under applicable law.

10 40. **Plaintiff Ed Shapiro** purchased a Logitech Alert System for \$296.99 in October
11 of 2013. Prior to purchase Plaintiff Shapiro viewed Logitech's marketing materials for Logitech
12 Alert Systems and was aware of Logitech's warranty, which he understood would be included in
13 his purchase.

14 41. Plaintiff Shapiro began experiencing problems with his Logitech Alert System
15 soon after he purchased it, and within Logitech's warranty period. Among other problems,
16 Plaintiff Shapiro experienced connectivity issues where Alert System was not detecting the
17 cameras requiring, the Alert System repeatedly needing to have power unplugged and reset
18 causing a reboot phase when it was supposed to be operating, glitchy and unreliable software that
19 would constantly need updating and required him to shut down his computer to try to install it,
20 and failures of the SD card that needed to be removed and reformatted.

21 42. Eventually Plaintiff Shapiro's Alert System failed and although he promptly
22 provided Logitech with notice of the defects by promptly contacting customer support multiple
23 times, Logitech's support was unresponsive and unhelpful, requested that he file multiple
24 complaints or open new case numbers, but that did not ultimately resolve his issues.

25 43. Had Plaintiff Shapiro known prior to purchase that the Logitech Alert System was
26 defective and unmerchantable for providing reliable, digital home security, that Logitech would
27 not honor its warranty obligations, and that Logitech was discontinuing the Alert System and
28 would not have repair centers or adequate replacement systems or parts, he would not have

1 purchased the Alert System or would have paid less for it. Plaintiff Shapiro has been harmed as a
2 result of Logitech's conduct because, among other things, he relied on Logitech's deceptive
3 marketing, he purchased an expensive Logitech Alert System he would not have otherwise
4 purchased and/or paid more for the Logitech Alert System than he would have otherwise paid. As
5 a result, Plaintiff Shapiro has been harmed by Logitech because he ended up with a purported
6 digital home security system that was not merchantable and fit for the ordinary purpose it was
7 intended to serve. Plaintiff Shapiro has also subjected himself to an increased safety and security
8 risk because he did not and does not have a fully operable home security system, when, had he
9 known material information Logitech failed to disclose, he could have purchased a properly
10 operating system from another manufacturer. Plaintiff Shapiro was also denied the benefits of his
11 warranties with Logitech and under applicable law.

12 **CLASS ACTION ALLEGATIONS**

13 44. Pursuant to Code of Civil Procedure section 382, Plaintiffs bring this action on
14 behalf of themselves and a proposed "Class" defined as:

15 All purchasers of Logitech Alert Systems in the United States within the past four
16 years of filing this action.

17 Excluded from the Class are Logitech; any agent, affiliate, parent or subsidiary of Logitech; any
18 entity in which Logitech has a controlling interest; any officer, director or employee of Logitech;
19 and any Judge to whom this case is assigned as well as his or her immediate family. Plaintiffs
20 reserve the right to amend or modify the Class definition as the litigation progresses or as
21 otherwise permitted by the Court or prevailing law. Plaintiffs also reserve the right to seek one
22 or more subclasses of persons as appropriate on each of Plaintiffs' causes of action.

23 45. Plaintiffs bring this action as a putative class action pursuant to Code of Civil
24 Procedure section 382 because there are common questions of law and fact among the claims of
25 Plaintiffs and the absent Class members, because there are hundreds, if not thousands, of potential
26 class members so that it would be impracticable, if not impossible, for each of them to file
27 individual actions, and because through this litigation Plaintiffs may obtain benefits for
28 themselves and the absent Class Members in one proceeding.

1 46. There are numerous common questions of law and fact that predominate the
2 litigation and can be efficiently adjudicated in this proceeding. The common questions exist as to
3 all members of the Class that include, but are not limited to the following:

- 4 a. The cause, nature, and extent of the defects in the Alert Systems;
- 5 b. Whether, when and how Logitech identified the cause and nature of the
6 extent of the defects in the Alert Systems;
- 7 c. Whether Logitech made material misrepresentations or omissions in the
8 marketing and sale of the Alert Systems to Class members;
- 9 d. Whether Logitech's material misrepresentations or omissions in the
10 marketing and sale of the Alert Systems were likely to deceive Class
11 members;
- 12 e. Why Logitech decided to discontinue the Alert Systems and whether
13 Logitech concealed its decision to discontinue the Alert Systems from
14 Class members;
- 15 f. Whether Logitech breached its warranties with Class members;
- 16 g. Whether and how Logitech designed and employed a program to prevent
17 Class members from obtaining replacement parts, replacement Alert
18 Systems, or refunds in its warranty process while their warranty periods
19 lapsed;
- 20 h. Whether the Alert Systems were merchantable for the purpose of providing
21 reliable, continuous home security and safety;
- 22 i. Whether Logitech's conduct violated California's Unfair Competition Law,
23 Business and Professions Code section 17200 *et seq.*, California's
24 Consumer Legal Remedies Act, Civil Code section 1750 *et seq.*, and the
25 Song-Beverly Consumer Warranty Act, Civil Code section 1790 *et seq.*;
- 26 j. Whether Logitech breach its express or implied warranties with Class
27 members;
- 28

- 1 k. Whether Logitech owes Class members damages and/or restitution, and, if
2 so, what is the proper measure and formula to determine the amounts; and
3 l. Whether Class members are entitled to injunctive and declaratory relief.

4 47. Plaintiffs' claims are typical and co-extensive of the other Class members' claims
5 because he purchased a defective Logitech Alert System. Additionally, Plaintiffs are an adequate
6 representative of the Class because his interests do not conflict with the interests of the members
7 of the Class he seeks to represent. Plaintiffs have retained counsel experienced in complex class
8 action and consumer protection litigation, and Plaintiffs intend to prosecute this action
9 vigorously. The interests of members of the Class will be fairly and adequately protected by
10 Plaintiffs and Plaintiffs' counsel.

11 48. A class action is superior to other available means for the fair and efficient
12 adjudication of Plaintiffs' claims. The damages suffered by each individual Class member may
13 be limited, particularly given the burden and expense of individual prosecution of his or her
14 claims. Even if Class members could afford individual litigation, the court system could not.
15 Individualized litigation presents a potential for inconsistent or contradictory judgments.
16 Individualized litigation also increases the delay and expense to all parties and the court system.
17 By contrast, the class action device presents far fewer management difficulties, and provides the
18 benefits of a single adjudication, economies of scale, and comprehensive supervision by a single
19 court.

20 49. In the alternative, the Class may be certified because:

- 21 a. The prosecution of separate actions by individual Class members would
22 create a risk of inconsistent or varying adjudications with respect to
23 individual Class members which would establish incompatible standards
24 of conduct for Logitech;
- 25 b. The prosecution of separate actions by individual Class members would
26 create a risk of adjudications with respect to them which would, as a
27 practical matter, be dispositive of the interests of other Class members not
28

1 parties to the adjudications, or substantially impair or impede their ability
2 to protect their interests; and

3 c. Logitech has acted or refused to act on grounds generally applicable to the
4 Class, thereby making appropriate final injunctive relief with respect to
5 the members of the Class as a whole.

6 **TOLLING OR NON-ACCRUAL OF STATUTES OF LIMITATION**

7 50. Any applicable statutes of limitations have been tolled or have not run because
8 Logitech knowingly, actively, and fraudulently concealed the facts as alleged herein. Logitech
9 had actual and constructive knowledge of the wrongful courses of action alleged in this
10 Complaint. Plaintiffs and Class members have been kept in ignorance of information essential to
11 the pursuit of their claims, without any fault or lack of diligence on their part. Plaintiffs and Class
12 members reasonably relied upon Logitech to perform its statutory duty to provide legally required
13 disclosures regarding the defects in the Logitech Alert Systems and to comply with its warranty
14 obligations. Logitech's concealment of these facts before, during, and after the purchases of
15 Class members' Alert Systems prevented them from being on notice of any facts or information
16 that would have required them to inquire whether Logitech fulfilled its duties under the law and,
17 if not, whether Plaintiffs and Class members had legal recourse.

18 51. At all times prior to, during, and since the purchase of Plaintiffs' and Class
19 members' Alert Systems, Logitech has been under a continuing duty to disclose the true facts
20 regarding the defects in the Alert Systems. Because of Logitech's willful concealment of material
21 information concerning the Alert Systems over a period of years, Logitech is estopped from
22 relying on any statute of limitations defense as to the claims of the members of the Class. To the
23 extent Logitech asserts that it provided any notices or disclosures regarding the Alert System's
24 defects to Class members, whether in correspondence or otherwise, any such disclosures were
25 incomplete, misleading, and were designed and drafted with the intent to induce reliance and
26 inaction on the part of Class members to prevent them from asserting their legal rights.

27 52. Plaintiffs did not discover the facts constituting Logitech's unlawful conduct until
28 a date within the limitations period governing this action. Plaintiffs are not at fault for not having

1 knowledge of the unlawful conduct that Logitech has perpetrated given Logitech's extensive
2 efforts over the course of many years, including years subsequent to his purchase, to conceal
3 defects in the Alert Systems, and its intentions to breach its warranties. Accordingly, any statutes
4 of limitations governing Plaintiffs' and Class members' claims should be tolled.

5 **FIRST CAUSE OF ACTION**
6 **Unlawful, Unfair and Fraudulent Business Acts and Practices**
7 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

8 53. Plaintiffs incorporate by reference and realleges all paragraphs alleged herein.

9 54. Logitech's acts and practices constitute unlawful, unfair, and fraudulent business
10 practices in violation of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

11 55. Logitech engaged in fraudulent, unlawful and unfair business practices in violation
12 of the Unfair Competition Law by, among other things:

- 13 a. Designing, manufacturing, marketing and selling Alert Systems to
14 consumers that contained material, fundamental defects without disclosing
15 such defects to consumers;
- 16 b. Marketing and selling Alert Systems that were not merchantable for the
17 purpose of providing reliable digital home video security services;
- 18 c. Marketing and selling Alert Systems while concealing material facts from
19 Plaintiffs and Class members regarding the defects in the Alert Systems
20 that would manifest both within and outside their express or implied
21 warranty periods that would create a safety risk for Plaintiffs and Class
22 members who purchased the Alert Systems to provide reliable home
23 security;
- 24 d. Concealing from purchasers that Logitech intended to discontinue
25 manufacture and sale of the Alert Systems that would leave customers with
26 inoperable, defective Alert Systems that Logitech could not repair or
27 replace because of an eventual shortage of supply of replacement parts and
28 systems;

- 1 e. Concealing from Class members that it was in breach and intended to
2 breach its warranty obligations by, among other things: (1) selling
3 defective Alert Systems (2) requiring customers to go through repetitive,
4 time-consuming, cumbersome, and unsuccessful troubleshooting processes;
5 (3) failing to replace customers' defective systems with non-defective
6 parts, software, or systems in a timely manner while warranty periods
7 lapsed; (4) repeatedly telling customers Alert Systems were on back-order
8 so that they could not be replaced during the warranty period; (5) creating
9 administrative hassles for customers to prove purchases and submit
10 exchange Alert Systems for repair and/or replacement; (6) replacing
11 defective parts and Alert Systems with defective parts and Alert Systems;
12 (7) misleading customers that their Alert Systems' problems would be
13 fixed with upcoming hardware and software fixes that never materialized
14 or did not actually work; (8) failing to implement successful software
15 upgrades that would resolve or improve the user experience and make the
16 Alert Systems functional for their intended purposes; and (9) failing to
17 provide appropriate refunds;
- 18 f. Violating the California Consumer Legal Remedies Act as set forth herein;
- 19 g. Violating the Song-Beverly Consumer Warranty Act as set forth herein;
- 20 and
- 21 h. Breaching its express and implied warranties with Class members as set
22 forth herein.

23 56. Logitech also violated the Unfair Competition Law because the utility of its
24 conduct as described in this Complaint is outweighed by the gravity of the consequences to
25 Plaintiffs and Class members and because Logitech's conduct as described in this Complaint is
26 immoral, unethical, oppressive, unscrupulous or substantially injurious to Plaintiffs and Class
27 members .
28

1 warranty periods that would create a safety risk for Plaintiffs and Class
2 members who purchased the Alert Systems to provide reliable home
3 security;

4 d. Concealing from purchasers that Logitech intended to discontinue
5 manufacture and sale of the Alert Systems that would leave customers with
6 inoperable, defective Alert Systems that Logitech could not repair or
7 replace because of an eventual shortage of supply of replacement parts and
8 systems; and

9 e. Concealing from Class members that it was in breach and intended to
10 breach its warranty obligations by, among other things: (1) selling
11 defective Alert Systems; (2) requiring customers to go through repetitive,
12 time-consuming, cumbersome, and unsuccessful troubleshooting processes;
13 (3) failing to replace customers' defective systems with non-defective
14 parts, software, or systems in a timely manner while warranty periods
15 lapsed; (4) repeatedly telling customers Alert Systems were on back-order
16 so that they could not be replaced during the warranty period; (5) creating
17 administrative hassles for customers to prove purchases and submit
18 exchange Alert Systems for repair and/or replacement; (6) replacing
19 defective parts and Alert Systems with defective parts and Alert Systems;
20 (7) misleading customers that their Alert Systems' problems would be
21 fixed with upcoming hardware and software fixes that never materialized
22 or did not actually work; (8) failing to implement successful software
23 upgrades that would resolve or improve the user experience and make the
24 Alert Systems functional for their intended purposes; and (9) failing to
25 provide refunds.

26 62. Pursuant to California Civil Code sections 1752, 1780, and 1781, Plaintiff, on
27 behalf of themselves other Class members, seeks actual and punitive damages in an amount to be
28 determined at trial, restitution of property, distribution of notice to the Class, an order of this

1 Court enjoining Logitech from the unlawful practices described herein and requiring Logitech to
2 conduct recalls and provide refunds, as well as an award of costs of litigation and attorneys' fees.

3 63. Pursuant to California Civil Code section 1782, on behalf of themselves and other
4 Class members, Plaintiffs notified Logitech in writing of the particular violations of section 1770
5 of the Consumers Legal Remedies Act via a certified letter sent August 10, 2015, return receipt
6 requested, to Logitech's legal department at 7700 Gateway Blvd., Newark, California 94650, and
7 to Logitech's registered agent of process in California, Bryan Ko, at 7600 Gateway Blvd.,
8 Newark, California, 94650. Plaintiffs' CLRA demand letters to Logitech also included a copy of
9 his original complaint filed in this Court on or about August 10, 2015, and informed Logitech that
10 unless it complied with Plaintiffs' demand he would amend his Complaint to include claims for
11 actual damages, punitive damages and all other damages permitted under the CLRA. Plaintiffs'
12 undersigned counsel received return receipts via U.S. Mail indicating that Plaintiffs' CLRA
13 demand letters were received by Logitech on August 12 and 13, 2015. More than 30 days have
14 passed, and Logitech has failed to respond to Plaintiffs' CLRA demand letters.

15 **THIRD CAUSE OF ACTION**
16 **Violation of the Song-Beverly Consumer Warranty Act**
17 **(Cal. Civ. Code §§ 1790 *et seq.*)**

18 64. Plaintiffs incorporate by reference and realleges all paragraphs previously alleged
19 herein.

20 65. Logitech violated the Song-Beverly Consumer Warranty Act, by, among other
21 things:

- 22 a. Violating the implied warranties of merchantability by selling Alert
23 Systems to Plaintiffs and Class members while knowing that the Alert
24 Systems were defective, unreliable, and not suitable for providing home
25 security and safety, in violation of sections 1791.1 and 1791.2, and
26 therefore were not fit for the ordinary purpose for which the goods were
27 sold;
- 28 b. Breaching its one-year written express warranty that was posted on
Logitech's website and provided with the purchase of an Alert System that

1 warranted the Alert Systems would be free from defects and then further
2 breaching its warranty, by, among other things: (1) selling defective Alert
3 Systems; (2) requiring customers to go through repetitive, time-consuming,
4 cumbersome, and unsuccessful troubleshooting processes; (3) failing to
5 replace customers' defective systems with non-defective parts, software, or
6 systems in a timely manner while warranty periods lapsed; (4) repeatedly
7 telling customers Alert Systems were on back-order so that they could not
8 be replaced during the warranty period; (5) creating administrative hassles
9 for customers to prove purchases and submit exchange Alert Systems for
10 repair and/or replacement; (6) replacing defective parts and Alert Systems
11 with defective parts and Alert Systems; (7) misleading customers that their
12 Alert Systems' problems would be fixed with upcoming hardware and
13 software fixes that never materialized or did not actually work; (8) failing
14 to implement successful software upgrades that would resolve or improve
15 the user experience and make the Alert Systems functional for their
16 intended purposes; and (9) failing to provide refunds;

17 c. Selling Alert Systems that were electronics and appliance products for
18 prices in excess of \$100 without furnishing adequate service and repair
19 facilities, service literature and functional replacement parts for a period of
20 seven years after the manufacture of the Alert Systems in violation of
21 section 1793.03;

22 d. By failing to provide adequate service and repair facilities in the State of
23 California with sufficient service literature and replacement parts during
24 the one-year express warranty period in violation of section 1793.2;

25 66. Plaintiffs and Class members have been harmed by Logitech's violations of the
26 Song-Beverly Consumer Warranty Act and are entitled pursuant to Civil Code section 1794 to
27 damages and other equitable relief necessary to bring Logitech into compliance with the Song-
28 Beverly Consumer Warrant Act including, but not limited to, issuing notice to Class members

1 about the defects in its Alert Systems and maintaining appropriate service and repair facilities
2 with replacement parts for a period of seven years after the manufacture of the last Alert System.
3 Plaintiffs and Class members also seek an award of costs of litigation and attorneys' fees.

4 **FOURTH CAUSE OF ACTION**
5 **Breach of Express Warranty**

6 67. Plaintiffs incorporate by reference and realleges all paragraphs previously alleged
7 herein.

8 68. Logitech is the designer, manufacturer, distributor and seller of Alert Systems that
9 expressly warranted in writing to Plaintiffs and Class members on its website and in documents
10 provided with purchase that the Alert Systems had a one-year warranty and were "free from
11 defects in material and workmanship." Prior to purchase Plaintiffs viewed Logitech's marketing
12 materials for Logitech Alert Systems on its website and were aware of Logitech's one-year
13 warranty, which he relied on and understood would be included in his purchase. Logitech's
14 express warranties became part of the bases of the bargains between Logitech and Class
15 members, creating express warranties that the product purchased by Plaintiffs and the Class
16 would conform to Logitech's warranty.

17 69. Logitech breached its express warranty by selling Alert Systems that it knew were
18 not free from defects, did not disclose the existence of any defects, and that Logitech would honor
19 its warranty, which it then further breached its warranty, by, among other things: (1) selling
20 defective Alert Systems; (2) requiring customers to go through repetitive, time-consuming,
21 cumbersome, and unsuccessful troubleshooting processes; (3) failing to replace customers'
22 defective systems with non-defective parts, software, or systems in a timely manner while
23 warranty periods lapsed; (4) repeatedly telling customers Alert Systems were on back-order so
24 that they could not be replaced during the warranty period; (5) creating administrative hassles for
25 customers to prove purchases and submit exchange Alert Systems for repair and/or replacement;
26 (6) replacing defective parts and Alert Systems with defective parts and Alert Systems;
27 (7) misleading customers that their Alert Systems' problems would be fixed with upcoming
28 hardware and software fixes that never materialized or did not actually work; (8) failing to

1 implement successful software upgrades that would resolve or improve the user experience and
2 make the Alert Systems functional for their intended purposes; and (9) failing to provide
3 appropriate refunds.

4 70. Logitech was aware of the defects in the Alert Systems at the time it sold them to
5 Plaintiffs and Class members and during their one-year warranty periods. Plaintiffs and Class
6 members also complained to Logitech about the problems with the Alert Systems soon after they
7 occurred and provided notices of its breach of its warranties. As a result of Logitech's breach of
8 express warranties, Class members have suffered damages because they have purchased Alert
9 Systems they would not have otherwise purchased and/or paid more for Alert Systems than they
10 would have otherwise paid. Plaintiffs and Class members are entitled to receive damages from
11 Logitech in an amount to be determined at trial.

12 **FIFTH CAUSE OF ACTION**
13 **Breach of Implied Warranty of Merchantability**

14 71. Plaintiffs incorporate by reference and realleges all paragraphs previously alleged
15 herein.

16 72. Logitech marketed and sold Alert Systems to function for the purpose of providing
17 consumers reliable, continuous digital home security systems that would provide safety to persons
18 and property, and that would permit Plaintiffs and Class members to have real-time security
19 alerts and digital evidence in the form of recorded video of thefts, robberies, home invasions, and
20 other criminal activity. Plaintiffs and Class members purchased Logitech's Alert Systems in
21 order have functioning reliable, continuous digital home security systems that would provide
22 safety to persons and property, and that would permit Plaintiffs and Class members to have real-
23 time security alerts and digital evidence in the form of recorded video of thefts, robberies, home
24 invasions, and other criminal activity.

25 73. Logitech's Alert Systems suffered from fundamental defects which rendered the
26 Alert Systems unmerchantable and unfit for sale and use because they were defective to the extent
27 that they did not operate at all, or did not operate properly, continuously, and reliably in order to
28 provide the digital home security they were intended to. Among other things, Logitech's Alert

1 Systems were defective because: the cameras would not work properly, and did not turn on, stay
2 powered or record video as they were supposed to; because the micro SD cards installed in the
3 cameras failed and did not function properly; because connectivity problems between the cameras
4 rendered the system unusable; because they had problems with inoperable or faulty motion
5 sensors, as well as problems downloading video; they had problems with incoming video that
6 would “freeze;” they had poor picture quality; issued delayed security alerts; contained errors in
7 the camera’s timestamps; and were rife with software bugs and glitches that made the systems
8 generally unreliable and inoperable.

9 74. Logitech was aware of the defects in the Alert Systems at the time it sold them to
10 Plaintiffs and Class members and during their one-year warranty periods. Plaintiffs and Class
11 members also complained to Logitech about the problems with the Alert Systems soon after they
12 occurred and provided notices of its breach of its warranties. As a result of Logitech’s breach of
13 warranties, Class members have suffered damages because they have purchased Alert Systems
14 they would not have otherwise purchased and/or paid more for Alert Systems than they would
15 have otherwise paid. Plaintiffs and Class members are entitled to receive damages from Logitech
16 in an amount to be determined at trial.

17
18 **SIXTH CAUSE OF ACTION**
Unjust Enrichment

19 75. Plaintiff Parker and Anderson incorporate by reference and realleges all
20 paragraphs previously alleged herein. The application of the California law to the putative Class
21 in this action is appropriate because Logitech’s U.S. headquarters and principal place of business
22 is in California and because the wrongful conduct alleged herein, including but not limited to
23 Logitech’s decision making that gave rise to this cause of action regarding the development,
24 marketing, and sale of Alert Systems occurred in the state of California.

25 76. Plaintiffs and the Class members conferred financial benefits directly on Logitech,
26 and Logitech appreciated and retained that benefit. By its wrongful acts and omissions described
27 herein, Logitech was unjustly enriched at the expense of Plaintiffs and Class members.
28

1 Deceptive Practices Act, that prohibits “the use or employment of any deception, fraud, false
2 pretense, false promise, misrepresentation or the concealment, suppression or omission of any
3 material fact, with intent that others rely upon the concealment, suppression or omission of such
4 material fact, or the use or employment of any practice described in Section 2 of the “Uniform
5 Deceptive Trade Practices Act”, approved August 5, 1965...” 815 Ill. Comp. Stat. Ann. 505/2.

6 84. Logitech violated the Illinois Consumer Fraud and Deceptive Practices Act by,
7 among other things:

- 8 a. Designing, manufacturing, marketing and selling Alert Systems to
9 consumers that contained material, fundamental defects without disclosing
10 such defects to consumers;
- 11 b. Marketing and selling Alert Systems that were not merchantable for the
12 purpose of providing reliable digital home video security services;
- 13 c. Marketing and selling Alert Systems while concealing material facts from
14 Plaintiffs and Class members regarding the defects in the Alert Systems
15 that would manifest both within and outside their express or implied
16 warranty periods that would create a safety and security risk for Plaintiffs
17 and Class members who purchased the Alert Systems to provide reliable
18 home security;
- 19 d. Concealing from purchasers that Logitech intended to discontinue
20 manufacture and sale of the Alert Systems that would leave customers with
21 inoperable, defective Alert Systems that Logitech could not repair or
22 replace because of an eventual shortage of supply of replacement parts and
23 systems;
- 24 e. Concealing from Class members that it was in breach and intended to
25 breach its warranty obligations by, among other things: (1) selling
26 defective Alert Systems; (2) requiring customers to go through repetitive,
27 time-consuming, cumbersome, and unsuccessful troubleshooting processes;
28 (3) failing to replace customers’ defective systems with non-defective

1 parts, software, or systems in a timely manner while warranty periods
2 lapsed; (4) repeatedly telling customers Alert Systems were on back-order
3 so that they could not be replaced during the warranty period; (5) creating
4 administrative hassles for customers to prove purchases and submit
5 exchange Alert Systems for repair and/or replacement; (6) replacing
6 defective parts and Alert Systems with defective parts and Alert Systems;
7 (7) misleading customers that their Alert Systems' problems would be
8 fixed with upcoming hardware and software fixes that never materialized
9 or did not actually work; (8) failing to implement successful software
10 upgrades that would resolve or improve the user experience and make the
11 Alert Systems functional for their intended purposes; and (9) failing to
12 provide appropriate refunds;

13 f. Violating additional laws as set forth herein; and

14 g. Breaching its express and implied warranties with Class members as set
15 forth herein.

16 85. Under Section 505/10a, Plaintiffs and the Class have suffered actual damages and
17 ascertainable losses by Logitech's conduct, entitling them to recover compensatory damages,
18 restitution, disgorgement, refunds of moneys, interest, punitive damages, injunctive relief,
19 reasonably attorneys' fees, costs of suit, and any and all relief that may be available in law or
20 equity.

21 **EIGHTH CAUSE OF ACTION**
22 **Violations of the New Jersey Consumer Fraud Act**
23 **(N.J. Stat. Ann. § 56:8-1 *et seq.*)**

24 86. Plaintiffs incorporate by reference and realleges all paragraphs previously alleged
25 herein.

26 87. Plaintiffs, Class members, and Logitech are all "persons" within the meaning of
27 the New Jersey Consumer Fraud Act. Logitech's Alert Systems were directly offered to the
28 public for sale and constitute "merchandise" within the meaning of the New Jersey Consumer
Fraud Act.

1 88. Logitech’s acts or omissions, as alleged herein, constitutes an unlawful practice
2 that occurred in connection with the sale and or advertisement of merchandise, within the
3 meaning of Section 56:8-2 of the New Jersey Consumer Fraud Act that prohibits “the knowing
4 concealment, suppression, or omission of any material fact with intent that others rely upon such
5 concealment, suppression or omission, in connection with the sale or advertisement of any
6 merchandise” and “[t]he act, use or employment by any person of any ... false pretense, false
7 promise, [and] misrepresentation ... in connection with the sale or advertisement of any
8 merchandise ...”

9 89. Logitech violated the New Jersey Consumer Fraud Act by, among other things,
10 among other things:

- 11 a. Designing, manufacturing, marketing and selling Alert Systems to
12 consumers that contained material, fundamental defects without disclosing
13 such defects to consumers;
- 14 b. Marketing and selling Alert Systems that were not merchantable for the
15 purpose of providing reliable digital home video security services;
- 16 c. Marketing and selling Alert Systems while concealing material facts from
17 Plaintiffs and Class members regarding the defects in the Alert Systems
18 that would manifest both within and outside their express or implied
19 warranty periods that would create a safety and security risk for Plaintiffs
20 and Class members who purchased the Alert Systems to provide reliable
21 home security;
- 22 d. Concealing from purchasers that Logitech intended to discontinue
23 manufacture and sale of the Alert Systems that would leave customers with
24 inoperable, defective Alert Systems that Logitech could not repair or
25 replace because of an eventual shortage of supply of replacement parts and
26 systems;
- 27 e. Concealing from Class members that it was in breach and intended to
28 breach its warranty obligations by, among other things: (1) selling defective

1 Alert Systems (2) requiring customers to go through repetitive, time-
2 consuming, cumbersome, and unsuccessful troubleshooting processes; (3)
3 failing to replace customers' defective systems with non-defective parts,
4 software, or systems in a timely manner while warranty periods lapsed; (4)
5 repeatedly telling customers Alert Systems were on back-order so that they
6 could not be replaced during the warranty period; (5) creating
7 administrative hassles for customers to prove purchases and submit
8 exchange Alert Systems for repair and/or replacement; (6) replacing
9 defective parts and Alert Systems with defective parts and Alert Systems;
10 (7) misleading customers that their Alert Systems' problems would be fixed
11 with upcoming hardware and software fixes that never materialized or did
12 not actually work; (8) failing to implement successful software upgrades
13 that would resolve or improve the user experience and make the Alert
14 Systems functional for their intended purposes; and (9) failing to provide
15 appropriate refunds;

16 f. Violating additional laws as set forth herein; and

17 g. Breaching its express and implied warranties with Class members as set
18 forth herein.

19 90. The New Jersey Consumer Fraud Act is, by its express terms, a cumulative remedy
20 such that its provisions can be awarded in addition to those provided under separate statutory
21 schemes and/or common law remedies.

22 91. Under Section 56:8-19, Plaintiffs and the Class have suffered ascertainable losses
23 and have been damaged by Logitech's conduct, entitling them to recover compensatory damages,
24 restitution, disgorgement, refunds of moneys, interest, treble damages, punitive damages,
25 reasonably attorneys' fees, costs of suit, and any and all relief that may be available in law or
26 equity.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs request of this Court the following prayer for relief, on behalf of
3 themselves and Class members:

4 A. An order certifying the Class pursuant to Code of Civil Procedure § 382 and
5 appointing Plaintiffs and his counsel to represent the Class;

6 B. An award of compensatory, actual, and punitive damages in an amount to be
7 determined at trial;

8 C. Restitution and disgorgement of profits;

9 D. Awarding pre- and post- judgment interest;

10 E. Injunctive relief;

11 F. Declaratory relief;

12 G. Attorneys' fees, costs and expenses of suit, including expert witness fees; and

13 H. Such other relief as the Court may deem appropriate.

14
15 DATED: May 19, 2021

Respectfully submitted,

KAPLAN FOX & KILSHEIMER, LLP

17 By: 
18 Matthew B. George

19 Laurence D. King (SBN 206423)
20 Matthew B. George (SBN 239322)
21 Mario M. Choi (SBN 243409)
22 1999 Harrison Street, Suite 1560
23 Oakland, CA 94612
24 Telephone: 415-772-4700
25 Facsimile: 415-772-4707
26 lking@kaplanfox.com
27 mgeorge@kaplanfox.com
28 mchoi@kaplanfox.com

Attorneys for Plaintiffs