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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

IN RE PLANTRONICS, INC.
SECURITIES LITIGATION

No. 4:19-cv-07481-JST

CLASS ACTION

**~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
SETTLEMENT AND AUTHORIZING
DISSEMINATION OF NOTICE **AS
MODIFIED****

Judge: Hon. Jon S. Tigar
Courtroom: 6

1 WHEREAS, a securities class action is pending in this Court entitled *In re Plantronics,*
2 *Inc. Securities Litigation*, No. 4:19-cv-07481-JST (the “Action”);

3 WHEREAS, (a) Lead Plaintiffs Ilya Trubnikov and Roofers’ Pension Fund (“Lead
4 Plaintiffs”), on behalf of themselves and the Settlement Class (defined below); and (b) defendants
5 Plantronics Inc. (“Plantronics”) and Joseph Burton, Charles Boynton, and Pamela Strayer
6 (collectively, the “Individual Defendants” and, with Plantronics, “Defendants”, and with Lead
7 Plaintiffs, the “Parties”), have determined to settle and dismiss with prejudice all claims asserted
8 in this Action on the terms and conditions set forth in the Stipulation and Agreement of Settlement
9 dated July 18, 2024 and the exhibits attached thereto (the “Stipulation”), ECF No. 230-1, subject
10 to approval of this Court (the “Settlement”);

11 WHEREAS, Lead Plaintiffs have made a motion, pursuant to Rule 23(e)(1) of the Federal
12 Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with
13 the Stipulation and allowing notice to Settlement Class Members as more fully described herein;

14 WHEREAS, the Court has read and considered: (a) Lead Plaintiffs’ motion for preliminary
15 approval of the Settlement and authorization to send notice of the Settlement to the Settlement
16 Class, and the papers filed and arguments made in connection therewith; and (b) the Stipulation,
17 including the exhibits attached thereto; and

18 WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall
19 have the same meanings as they have in the Stipulation;

20 NOW THEREFORE, IT IS HEREBY ORDERED:

21 1. The Parties have proposed the certification of the following Settlement Class
22 pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure and solely for purposes
23 of effectuating the proposed Settlement: all persons or entities who purchased or otherwise
24 acquired the publicly-traded common stock of Plantronics during the period from August 7, 2018
25 through November 5, 2019, inclusive (the “Class Period”), and were damaged thereby (the
26 “Settlement Class”). Excluded from the Settlement Class are: (i) Defendants, (ii) the Immediate
27 Family Members of Defendants Burton, Boynton, and Strayer; (iii) any current or former Officers
28 and directors of Plantronics; (iv) any firm or entity in which any Defendant has or had a controlling

1 interest; (v) Defendants' liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of
2 Plantronics; (vii) all Plantronics plans that are covered by ERISA; and (viii) the legal
3 representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any
4 excluded person or entity, in their respective capacity as such. Also excluded from the Settlement
5 Class are any persons or entities that exclude themselves by submitting a request for exclusion that
6 is accepted by the Court.

7 2. The Court finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil
8 Procedure, that it will likely be able to certify the Settlement Class for purposes of judgment on
9 the proposed Settlement. Specifically, and solely for purposes of judgment on the proposed
10 Settlement of this Action, the Court finds that each element required for certification of the
11 Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure has
12 been met or will likely be met: (a) the members of the Settlement Class are so numerous that their
13 joinder in the Action would be impracticable; (b) there are questions of law and fact common to
14 the Settlement Class which predominate over any individual questions; (c) the claims of Lead
15 Plaintiffs in the Action are typical of the claims of the Settlement Class; (d) Lead Plaintiffs and
16 Lead Counsel have and will fairly and adequately represent and protect the interests of the
17 Settlement Class; and (e) a class action is superior to other available methods for the fair and
18 efficient adjudication of the Action.

19 3. The Court also finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil
20 Procedure, and for the purposes of judgment on the proposed Settlement only, that it will likely be
21 able to certify Lead Plaintiffs as Class Representatives for the Settlement Class, and appoint Lead
22 Counsel Hagens Berman Sobol Shapiro LLP and Bernstein Litowitz Berger & Grossmann LLP as
23 Class Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil
24 Procedure.

25 4. The Court hereby preliminarily approves the Settlement, as embodied in the
26 Stipulation, and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure,
27 that: (i) the Settlement appears to be the product of good faith, arms'-length negotiations,
28 conducted by the Parties and their respective counsel with the assistance of experienced,

1 independent mediators; and (ii) the Court will likely be able to finally approve the Settlement under
2 Rule 23(e)(2) as being fair, reasonable, and adequate to the Settlement Class, subject to further
3 consideration at the Settlement Hearing to be conducted as described below.

4 5. The Court will hold a settlement hearing (the “Settlement Hearing”) on August 14,
5 2025 at 2:00 p.m. by Zoom videoconference for the following purposes: (a) to determine whether
6 the proposed Settlement on the terms and conditions provided for in the Stipulation is fair,
7 reasonable, and adequate to the Settlement Class, and should be finally approved by the Court;
8 (b) to determine whether, for purposes of the Settlement only, the Action should be certified as a
9 class action on behalf of the Settlement Class, Lead Plaintiffs should be certified as Class
10 Representatives for the Settlement Class, and Lead Counsel should be appointed as Class Counsel
11 for the Settlement Class; (c) to determine whether a Judgment substantially in the form filed as
12 Exhibit B to the Stipulation should be entered dismissing the Action with prejudice against
13 Defendants; (d) to determine whether the proposed Plan of Allocation for the proceeds of the
14 Settlement is fair and reasonable and should be approved; (e) to determine whether the motion by
15 Lead Counsel for an award of attorneys’ fees and payment of Litigation Expenses should be
16 approved; and (f) to consider any other matters that may properly be brought before the Court in
17 connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be
18 given to Settlement Class Members as set forth in paragraph 7 of this Order. Instructions for
19 accessing the Settlement Hearing by Zoom videoconference will be available on the Court’s
20 website at <https://www.cand.uscourts.gov/judges/tigar-jon-s-jst/> and shall be made available on
21 the case website, www.PlantronicsSecuritiesLitigation.com.

22 6. The Court may change the date or time of the Settlement Hearing without further
23 notice to the Settlement Class, and may approve the proposed Settlement with such modifications
24 as the Parties may agree to, if appropriate, without further notice to the Settlement Class. Up-to-
25 date information about the date and time of the Settlement Hearing shall be made available on the
26 case website, www.PlantronicsSecuritiesLitigation.com.

27 7. Lead Counsel are hereby authorized to retain JND Legal Administration (the
28 “Claims Administrator”) to supervise and administer the notice procedure in connection with the

1 proposed Settlement, as well as the processing of Claims as more fully set forth below. Notice of
2 the Settlement and the Settlement Hearing shall be given by Lead Counsel as follows:

3 (a) Not later than five (5) business days after the date of entry of this Order,
4 Plantronics shall provide or cause to be provided to the Claims Administrator in electronic format
5 (at no cost to the Settlement Fund, Lead Counsel, or the Claims Administrator) a list (consisting
6 of names, mailing addresses, and, if available, email addresses) of the record purchasers of
7 Plantronics common stock during the Class Period;

8 (b) not later than ten (10) business days after the date of entry of this Order
9 (such date that is ten (10) business days after the date of entry of this Order, the “Notice Date”),
10 the Claims Administrator shall cause a copy of the Notice and the Claim Form, substantially in the
11 forms filed as Exhibits A-1 and A-2 to the Stipulation, ECF No. 230-1, respectively (the “Notice
12 Packet”), to be mailed by first-class mail and/or emailed to potential Settlement Class Members at
13 the addresses set forth in the records provided by Plantronics or in the records which Plantronics
14 caused to be provided, or who otherwise may be identified through further reasonable effort;

15 (c) contemporaneously with the mailing of the Notice Packet, the Claims
16 Administrator shall cause copies of the Notice and the Claim Form to be posted on a website to be
17 developed for the Settlement, www.PlantronicsSecuritiesLitigation.com, from which copies of the
18 Notice and Claim Form can be downloaded;

19 (d) not later than ten (10) business days after the Notice Date, the Claims
20 Administrator shall cause the Summary Notice, substantially in the form filed as Exhibit A-3 to
21 the Stipulation, ECF No. 230-1, to be published once in the *Wall Street Journal* and to be
22 transmitted once over the *PR Newswire*; and

23 (e) Lead Counsel shall serve on Defendants’ Counsel and file with the Court
24 proof, by affidavit or declaration, of such mailing and publication on the same date on which they
25 file a motion for final approval of the proposed Settlement.

26 8. The Court (a) approves, as to form and content, the Notice, the Claim Form, and
27 the Summary Notice, filed as Exhibits A-1, A-2, and A-3 to the Stipulation, respectively, and (b)
28 finds that the mailing and distribution of the Notice and Claim Form and the publication of the

1 Summary Notice in the manner and form set forth in paragraph 7 of this Order (i) is the best notice
2 practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the
3 circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect
4 of the proposed Settlement (including the Releases to be provided thereunder), of Lead Counsel's
5 motion for attorneys' fees and Litigation Expenses, of their right to object to the Settlement, the
6 Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses, of
7 their right to exclude themselves from the Settlement Class, and of their right to appear at the
8 Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities
9 entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23
10 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process
11 Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and
12 all other applicable law and rules. The date and time of the Settlement Hearing, as well as a
13 statement that the Settlement Hearing will be conducted by videoconference and that instructions
14 for accessing the videoconference will be made available on the case website
15 (www.PlantronicsSecuritiesLitigation.com) and on the Court's website
16 (<https://www.cand.uscourts.gov/judges/tigar-jon-s-jst/>), shall be included in the Notice and
17 Summary Notice before they are mailed and published, respectively. Additionally, the deadlines
18 set forth in this order for submitting Claim Forms, opting out of the Settlement, and objecting to
19 the Settlement, also shall be included in the Notice and Summary Notice before they are mailed
20 and published, respectively.

21 9. Brokers and other nominees who purchased or otherwise acquired Plantronics
22 common stock during the Class Period for the benefit of another person or entity shall: (a) within
23 seven (7) calendar days of receipt of the Notice, request from the Claims Administrator sufficient
24 copies of the Notice Packet to forward to all such beneficial owners, and within seven (7) calendar
25 days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within
26 seven (7) calendar days of receipt of the Notice, send a list of the names, mailing addresses, and,
27 if available, email addresses, of all such beneficial owners to the Claims Administrator in which
28 event the Claims Administrator shall promptly mail or email the Notice Packet to such beneficial

1 owners. Upon full compliance with this Order, such brokers and other nominees may seek
2 payment of their reasonable expenses actually incurred in complying with this Order by providing
3 the Claims Administrator with proper documentation supporting the expenses for which
4 reimbursement is sought. Such properly documented expenses incurred by brokers and other
5 nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with
6 any disputes as to the reasonableness or documentation of expenses incurred subject to review by
7 the Court.

8 10. No later than fourteen (14) calendar days after this order is filed, Defendants shall
9 cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration,
10 regarding compliance with the notice requirements of the Class Action Fairness Act, 28 U.S.C.
11 § 1715, *et seq.* (“CAFA”).

12 11. Settlement Class Members who wish to participate in the Settlement and to be
13 eligible to receive a distribution from the Net Settlement Fund must complete and submit a Claim
14 Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all
15 Claim Forms must be postmarked or submitted online at
16 www.PlantronicsSecuritiesLitigation.com no later than one hundred twenty (120) calendar days
17 after the Notice Date. Notwithstanding the foregoing, Lead Counsel may, at its discretion, accept
18 for processing late Claims provided such acceptance does not delay the distribution of the Net
19 Settlement Fund to the Settlement Class. By submitting a Claim, a person or entity shall be deemed
20 to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the
21 subject matter of the Settlement.

22 12. Each Claim Form submitted must satisfy the following conditions: (a) it must be
23 properly completed, signed, and submitted in a timely manner in accordance with the provisions
24 of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for
25 the transactions and holdings reported therein, in the form of broker confirmation slips, broker
26 account statements, an authorized statement from the broker containing the transactional and
27 holding information found in a broker confirmation slip or account statement, or such other
28 documentation as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the

1 person executing the Claim Form is acting in a representative capacity, a certification of his, her,
2 or its current authority to act on behalf of the Settlement Class Member must be included in the
3 Claim Form to the satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim
4 Form must be complete and contain no material deletions or modifications of any of the printed
5 matter contained therein and must be signed under penalty of perjury.

6 13. Any Settlement Class Member that does not timely and validly submit a Claim
7 Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived
8 his, her, their, or its right to share in the Net Settlement Fund; (b) shall be forever barred from
9 participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation
10 and the Settlement and all proceedings, determinations, orders, and judgments in the Action
11 relating thereto, including, without limitation, the Judgment and the Releases provided for therein,
12 whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing,
13 maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and all of the
14 Defendants' Releasees, as more fully described in the Stipulation and Notice. Notwithstanding
15 the foregoing, late Claim Forms may be accepted for processing as set forth in paragraph 11 above.

16 14. Any member of the Settlement Class who wishes to exclude himself, herself,
17 themselves, or itself from the Settlement Class must request exclusion in writing within the time
18 and in the manner set forth in the Notice, which shall provide that: (a) any such request for
19 exclusion from the Settlement Class must be mailed or delivered such that it is received no later
20 than one hundred twenty (120) calendar days after the Notice Date, to: *Plantronics Securities*
21 *Litigation, EXCLUSIONS*, c/o JND Legal Administration, P.O. Box 91496, Seattle, WA 98111,
22 and (b) each request for exclusion must (i) state the name of the person or entity requesting
23 exclusion; (ii) that such person or entity requests to be excluded from the Settlement Class in *In re*
24 *Plantronics, Inc. Securities Litigation*, No. 4:19-cv-07481-JST; and (iii) be signed by the person
25 or entity requesting exclusion

26 15. Any person or entity who or which timely and validly requests exclusion in
27 compliance with the terms stated in this Order and is excluded from the Settlement Class shall not
28 be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or

1 judgments in the Action, and shall not receive any payment out of the Net Settlement Fund. Any
2 Settlement Class Member who or which does not timely and validly request exclusion from the
3 Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her,
4 their, or its right to be excluded from the Settlement Class; (b) shall be forever barred from
5 requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound
6 by the provisions of the Stipulation and Settlement and all proceedings, determinations, orders,
7 and judgments in the Action, including, but not limited to, the Judgment and the Releases provided
8 for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from
9 commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the
10 Defendants' Releasees, as more fully described in the Stipulation and Notice.

11 16. Any Settlement Class Member who or which does not request exclusion from the
12 Settlement Class may file a written objection to the proposed Settlement, the proposed Plan of
13 Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses; *provided*,
14 *however*, that no Settlement Class Member shall be heard or entitled to contest the approval of the
15 terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the
16 motion for attorneys' fees and Litigation Expenses unless that person or entity has filed a written
17 objection with the Court such that it is filed or postmarked no later than one hundred twenty (120)
18 calendar days after the Notice Date. Any Settlement Class Member who or which does not request
19 exclusion from the Settlement Class and files a timely written objection with the Court may request
20 to speak at the Settlement Hearing, at his, her, their, or its own expense, individually or through
21 counsel of his, her, their, or its choice, by including this request in the timely written objection.
22 Any such request to speak at the Settlement Hearing may be granted or denied by the Court in the
23 exercise of its discretion. If a Settlement Class Member who files a timely written objection wishes
24 to hire an attorney to represent him, her, them, or it in making the written objection or in appearing
25 at the Settlement Hearing, that will be at his, her, their, or its own expense and that attorney must
26 file a notice of appearance with the Court no later than twenty-one (21) calendar days before the
27 Settlement Hearing.
28

1 17. To be valid, a written objection must contain the Settlement Class Member's full
2 name, the basis for the objector's belief that they are a member of the Settlement Class, the basis
3 of their objection (including whether the objection applies only to the objector, to a specific subset
4 of the Settlement Class, or to the entire Settlement Class), and their signature. All written
5 objections and supporting papers must (a) clearly identify the case name and number (*In re*
6 *Plantronics, Inc. Securities Litigation*, No. 4:19-cv-07481-JST); (b) be submitted to the Court
7 either by filing them electronically, by mailing them to the Clerk of Court, United States District
8 Court for the Northern District of California, 1301 Clay Street, Suite 400S, Oakland, CA 94612,
9 or by filing them in person at any location of the United States District Court for the Northern
10 District of California; and (c) be filed or postmarked no later than one hundred twenty (120)
11 calendar days after the Notice Date.

12 18. Any Settlement Class Member who or which does not make his, her, their, or its
13 objection in the manner provided herein shall be deemed to have waived his, her, their, or its right
14 to object to any aspect of the proposed Settlement, the proposed Plan of Allocation, and Lead
15 Counsel's motion for attorneys' fees and Litigation Expenses and shall be forever barred and
16 foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan
17 of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being
18 heard concerning the Settlement, the Plan of Allocation, or the requested attorneys' fees and
19 Litigation Expenses.

20 19. Until otherwise ordered by the Court, the Court stays all proceedings in the Action
21 other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation.
22 Pending final determination of whether the Settlement should be approved, the Court bars and
23 enjoins Lead Plaintiffs, and all other members of the Settlement Class, from commencing or
24 prosecuting any and all of the Released Plaintiffs' Claims against each and all of the Defendants'
25 Releasees.

26 20. All reasonable costs incurred in identifying Settlement Class Members and
27 notifying them of the Settlement as well as in administering the Settlement shall be paid as set
28 forth in the Stipulation without further order of the Court so long as such costs do not exceed the

1 \$380,000 estimated by the Claims Administrator. *See* ECF No. 230-5 ¶ 26. For costs of
2 administering the Settlement that exceed the \$380,000 estimate, Lead Counsel shall move the
3 Court for approval before such costs are paid out of the Settlement Fund.

4 21. The contents of the Settlement Fund held by Citibank, N.A. (which the Court
5 approves as the Escrow Agent) shall be deemed and considered to be *in custodia legis* of the Court,
6 and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed
7 pursuant to the Stipulation and/or further order(s) of the Court.

8 22. Lead Counsel are authorized and directed to prepare any tax returns and any other
9 tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any
10 Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with
11 respect to Taxes and any reporting or filings in respect thereof without further order of the Court
12 in a manner consistent with the provisions of the Stipulation.

13 23. If the Settlement is terminated as provided in the Stipulation, the Settlement is not
14 approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be
15 vacated and rendered null and void, and shall be of no further force and effect, except as otherwise
16 provided by the Stipulation, and this Order shall be without prejudice to the rights of Lead
17 Plaintiffs, the other Settlement Class Members, and Defendants, and Lead Plaintiffs and
18 Defendants shall revert to their respective positions in the Action as of immediately prior to the
19 execution of the Parties' Term Sheet on June 7, 2024, as provided in the Stipulation.

20 24. Neither this Order, the Term Sheet, the Stipulation (whether or not consummated),
21 including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of
22 allocation that may be approved by the Court), the negotiations leading to the execution of the
23 Term Sheet or the Stipulation, nor any proceedings taken pursuant to or in connection with the
24 Term Sheet, the Stipulation, and/or approval of the Settlement (including any arguments proffered
25 in connection therewith): (a) shall be offered against any of the Defendants' Releasees as evidence
26 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by
27 any of the Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or
28 the validity of any claim that was or could have been asserted or the deficiency of any defense that

1 has been or could have been asserted in this Action or in any other litigation, or of any liability,
2 negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees, or that
3 any alleged act, statement, omission or conduct by any of the Defendants' Releasees caused injury
4 or damage to Lead Plaintiffs or members of the Settlement Class, or in any way referred to for any
5 other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other
6 civil, criminal, or administrative action or proceeding, other than such proceedings as may be
7 necessary to effectuate the provisions of the Stipulation; (b) shall be offered against any of the
8 Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption,
9 concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without
10 merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable
11 under the Complaint would not have exceeded the Settlement Amount, or with respect to any
12 liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other
13 reason as against any of the Plaintiffs' Releasees, in any arbitration proceeding or other civil,
14 criminal, or administrative action or proceeding, other than such proceedings as may be necessary
15 to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Releasees
16 as an admission, concession, or presumption that the consideration to be given under the
17 Settlement represents an amount which could be or would have been recovered after trial;
18 *provided, however,* that if the Stipulation is approved by the Court, the Parties and the Releasees
19 and their respective counsel may refer to it to effectuate the protections from liability granted
20 thereunder or otherwise to enforce the terms of the Settlement.

21 25. Lead Counsel shall file a motion for an award of attorneys' fees and payment of
22 Litigation Expenses no later than sixty (60) days after the Notice Date, and they shall file a motion
23 for final approval of the proposed Settlement and the proposed Plan of Allocation no later than
24 one hundred and thirty-five (135) days after the Notice Date.

25 26. The motion for final approval shall address the final approval guidelines in the
26 Northern District of California's Procedural Guidance for Class Action Settlements, available at
27 <https://cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/>, in the order
28 the guidelines are presented on the website.

1 27. As reflected in the Guidance, the Court will require a post-distribution accounting
2 within 21 days after the distribution of settlement funds. The Court will typically withhold
3 between 10% and 25% of the attorney’s fees granted at final approval until after the post-
4 distribution accounting has been filed. The final approval motion should specify what percentage
5 class counsel believes it is appropriate to withhold and why.


6 28. Lead Counsel shall cause to be made available on the case website, , a copy of the
7 operative complaint, the Stipulation, this order, their forthcoming motion for attorneys’ fees and
8 Litigation Expenses, and the forthcoming motion for final approval of the proposed Settlement
9 and the proposed Plan of Allocation.

10 29. The Court retains jurisdiction to consider all further applications arising out of or
11 connected with the proposed Settlement.

12 30. The Court grants the parties’ joint administrative motion to seal the supplemental
13 agreement to the Stipulation, ECF No. 231. The supplemental agreement contains confidential
14 information concerning the conditions under which requests for exclusion received from potential
15 Settlement Class Members will permit Plantronics to terminate the Settlement. *See* ECF No. 231-
16 3. The Court finds that the parties have shown that there are compelling reasons to keep this
17 information under seal, namely to prevent third parties from utilizing it for the improper purpose
18 of obstructing the settlement. *See Hefler v. Wells Fargo & Co.*, No. 16-CV-05479-JST, 2018 WL
19 4207245, at *7 (N.D. Cal. Sept. 4, 2018) (granting motion to seal a confidential supplemental
20 agreement outlining the conditions under which the defendant could terminate the settlement
21 agreement on the ground that sealing the information was necessary to prevent third parties from
22 using it to obstruct the settlement).

23 31. This order terminates docket numbers 230 and 231.

24
25 SO ORDERED this 10th day of February, 2024.

26
27 
28 HON. JON S. TIGAR
UNITED STATES DISTRICT JUDGE