UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(MARK ONE)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended March 28, 2020

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ___________ to _____________

Commission file number: 1-12696

Plantronics, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**77-0207692**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

345 Encinal Street
Santa Cruz, California 95060
(Address of principal executive offices)
(zip code)

(831) 426-5858
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
COMMON STOCK, $0.01 PAR VALUE	**PLT**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:
NONE
(Title of Class)

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.
Yes ☒ No ☐

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒
Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one).

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-accelerated Filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the Registrant, based upon the closing price of $37.70 for shares of the Registrant's common stock on September 27, 2019, the last trading day of the Registrant's most recently completed second fiscal quarter as reported by the New York Stock Exchange, was approximately $1,494,433,881. In calculating such aggregate market value, shares of common stock owned of record or beneficially by officers, directors, and persons known to the Registrant to own more than five percent of the Registrant's voting securities as of September 27, 2019 (other than such persons of whom the Registrant became aware only through the filing of a Schedule 13G filed with the Securities and Exchange Commission) were excluded because such persons may be deemed to be affiliates. This determination of affiliate status is for purposes of this calculation only and is not conclusive.

As of June 3, 2020, 40,683,561 shares of common stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE
Portions of the Registrant's Proxy Statement for its 2020 Annual Meeting of Stockholders are incorporated by reference into Part III of this Form 10-K. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended March 28, 2020.

EXPLANATORY NOTE

As previously disclosed in the Current Report on Form 8-K filed by Plantronics, Inc. (the "Company") on May 27, 2020, the Company expected that the filing of this Annual Report on Form 10-K for the year ended March 28, 2020 (the "Annual Report"), originally due on May 27, 2020, would be delayed due to disruptions caused by the COVID-19 pandemic. In particular, the Company experienced a sustained decrease in its stock price which resulted in the need to conduct an impairment assessment of the Company's intangible assets, long-lived assets and goodwill. The economic conditions as a result of COVID-19 complicated the analysis required in connection with such impairment assessment, including scenario planning, resulting in the Company needing additional time to complete such assessment.

The Company relied on Release No. 34-88465 issued by the Securities and Exchange Commission on March 25, 2020, pursuant to Section 36 of the Securities Exchange Act of 1934, as amended, to delay the filing of this Report.

Plantronics, Inc.
FORM 10-K
For the Year Ended March 28, 2020

TABLE OF CONTENTS

PART I

This Form 10-K is filed with respect to our Fiscal Year 2020. Each of our fiscal years ends on the Saturday closest to the last day of March. Fiscal years 2020, 2019, and 2018 each had 52 weeks and ended on March 28, 2020, March 30, 2019, and March 31, 2018 respectively.

CERTAIN FORWARD-LOOKING INFORMATION

This Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These statements may generally be identified by the use of such words as "expect," "anticipate," "believe," "estimate," "intend," "predict," "project," or "will," or variations of such words and similar expressions are based on current expectations and entail various risks and uncertainties. Specific forward-looking statements and the associated risks and uncertainties contained within this Form 10-K include, but are not limited to: (i) our beliefs with respect to the length and severity of the COVID-19 (coronavirus) outbreak, and its impact across our businesses, our operations and global supply chain, including (a) the potential impact on our ability to source necessary component parts from key suppliers and volatility in prices, including risks associated with our manufacturers which could continue to negatively affect our profitability and/or market share, (b) our expectations that the virus has caused and will continue to cause, an increase in customer and partner demand, including increased demand in collaboration endpoints due to a global, work from anywhere workforce, (c) expectations related to our ability to timely supply the number of products to fulfill current and future customer demand, including expectations that our manufacturing facility in Tijuana, Mexico will continue production at the capacity necessary to meet such demand, (d) the impact of the virus on our distribution partners, resellers, end-user customers and our production facilities, including our ability to obtain alternative sources of supply if our production facility or other suppliers are impacted by future shut downs, (e) the impact if global or regional economic conditions deteriorate further, on our customers and/or partners, including increased demand for pricing accommodations, delayed payments, delayed deployment plans, insolvency or other issues which may increase credit losses, and (f) the complexity of the forecast analysis, including scenario planning and the design and operation of internal controls; and (ii) our belief that we can manufacture or supply products in a timely manner to satisfy orders; (iii) expectations related to our customers’ purchasing decisions and our ability to match product production to demand, particularly given long lead times and the difficulty of forecasting unit volumes and acquiring the component parts and materials to meet demand without having excess inventory or incurring cancellation charges; (iv) risks associated with significant and abrupt changes in product demand which increases the complexity of management’s evaluation of potential excess or obsolete inventory; (v) risks associated with the bankruptcy or financial weakness of distributors or key customers, or the bankruptcy of or reduction in capacity of our key suppliers; (vi) risks associated with the potential interruption in the supply of sole-sourced critical components, our ability to move to a dual-source model, and the continuity of component supply at costs consistent with our plans; (vii) expectations that our current cash on hand, additional cash generated from operations, together with sources of cash through our credit facility, either alone or in combination with our election to defer debt repayment until after the first quarter of fiscal year 2021 and our election to suspend our dividend payments, will meet our liquidity needs during and following the unknown duration and impact of the COVID-19 pandemic; (viii) expectations relating to our ability to generate sufficient cash flow from operations to meet our debt covenants and timely repay all principal and interest amounts drawn under our credit facility as they become due; (ix) risks associated with our channel partners’ sales reporting, product inventories and product sell through since we sell a significant amount of products to channel partners who maintain their own inventory of our products; (x) risk and uncertainty related to the potential impact on our stock price and investor confidence as a result of the suspension of our dividend payment; (xi) our efforts to execute to drive sales and sustainable profitable revenue growth; (xii) our expectations for new products launches, the timing of their releases and their expected impact on future growth and on our existing products; (xiii) our belief that our new Partner Program will drive growth and profitability for both us and our partners through the sale of our product, services and solutions; (xiv) risks associated with forecasting sales and procurement demands, which are inherently difficult, particularly with continuing uncertainty in regional and global economic conditions; (xv) uncertainties attributable to currency fluctuations, including fluctuations in foreign exchange rates and/or new or greater tariffs on our products; (xvi) our expectations regarding our ability to control costs, streamline operations and successfully implement our various cost-reduction activities and realize anticipated cost savings under such cost-reduction initiatives; (xvii) expectations relating to our quarterly and annual earnings guidance, particularly as economic uncertainty due to COVID-19 puts further pressure on management judgments used to develop forward looking financial guidance and other prospective financial information; (xviii) expectations related to GAAP and non-GAAP financial results for the fourth quarter and full Fiscal Year 2020, including net revenues, adjusted EBITDA, tax rates, intangibles amortization, impairment analysis, diluted weighted average shares outstanding and diluted EPS; (xix) our expectations of the impact of the acquisition of Polycom as it relates to our strategic vision and additional market and strategic partnership opportunities for our combined hardware, software and services offerings; (xx) our beliefs regarding the UC&C market, market dynamics and opportunities, and customer and partner behavior as well as our position in the market, including risks associated with the potential failure of our UC&C solutions to be adopted with the breadth and speed we anticipate; (xxi) our belief that the increased adoption of certain technologies and our open architecture approach has and will continue to increase demand for our solutions; (xxii) expectations related to the micro and macro-economic conditions in our domestic and international markets and their impact on our future business; (xxiii) our forecast and estimates with respect to tax matters, including expectations with respect to utilizing our deferred tax assets; (xxiv) our expectations regarding pending and potential future litigation; and (xxv) our estimates regarding the amount of the goodwill and long-lived asset impairment charges recorded in our fourth quarter results, including the design and operation of internal controls, in addition to other matters discussed in this Form 10-K that are not purely historical data. Such forward-looking statements are based on current expectations and assumptions and are subject to risks and uncertainties that may cause actual results to differ materially from the forward-looking statements. Factors that could cause actual results and events to differ materially from such forward-looking statements are included, but not limited to, those discussed in Part I, "Item 1A. Risk Factors" of this Annual Report on Form 10-K and other documents we have filed with the SEC. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by applicable law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

ITEM 1. BUSINESS

COMPANY BACKGROUND

Plantronics, Inc. (“Poly,” “Company,” “we,” “our,” or “us”) is a leading global communications company that designs, manufactures, and markets integrated communications and collaboration solutions. Poly combines legendary audio expertise and powerful video conferencing capabilities to overcome the distractions, complexity and distance that make communication in and out of the workplace challenging.

Our major product categories are Headsets, which includes wired and wireless communication headsets; Voice, Video, and Content Sharing Solutions, which includes open Session Initiation Protocol (“SIP”) and native ecosystem desktop phones, conference room phones, and video conferencing solutions and peripherals, including cameras, speakers, and microphones. All of our solutions are designed to integrate seamlessly with the platform and services of our customers choice in a wide range of Unified Communications & Collaboration ("UC&C"), Unified Communication as a Service ("UCaaS"), and Video as a Service ("VaaS") environments. Our cloud management and analytics software enables IT administrators to configure and update firmware, monitor device usage, troubleshoot, and gain deep understanding of user behavior. In addition, we have a broad portfolio of Services including video interoperability, support for our solutions and hardware devices, as well as professional, hosted, and managed services that are grounded in our deep expertise aimed at helping customers achieve their goals for collaboration. As we announced on February 4, 2020, the Company entered into a definitive agreement with Nacon S.A. and closed the transaction on March 19, 2020, completing the sale of the Company's Consumer Gaming assets for a net amount that is not material to the Company's consolidated financial statements.

We primarily sell our products through the Company's own sales team as well as a well-developed global network of distributors and channel partners, including value-added resellers (VARs), integrators, direct marketing resellers (DMRs), service providers, and other online resellers.

The Company was originally founded and incorporated as Plantronics in 1961 and became a public company in 1994. In March 2019, the Company changed the name under which it markets itself to Poly. The Company is incorporated in the State of Delaware under the name Plantronics, Inc. and is listed on the New York Stock Exchange ("NYSE") under the ticker symbol "PLT". We operate our business as two segments, Products and Services.

Our principal executive office is located at 345 Encinal Street, Santa Cruz, California. Our telephone number is (831) 426-5858. Our Company website is www.poly.com.

In the Investor Relations section of our website, we provide free access to the following filings: Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and all amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. This access is provided directly or through a link on our website, shortly after these documents are electronically filed with, or furnished to, the Securities and Exchange Commission. In addition, documents regarding our corporate governance, code of conduct, and the charters of the standing committees of our Board of Directors are also accessible in the Investor Relations section of our website.

ACQUISITION

On July 2, 2018, the Company completed the acquisition of all the issued and outstanding shares of capital stock of Polycom, Inc. ("Polycom") for approximately $2.2 billion in stock and cash (the "Acquisition"). As a result of the combination, the Company has become one of the leading global providers of open, standards-based UC&C endpoints for voice, video and content sharing solutions, as well as a comprehensive line of support and services for the workplace under the Plantronics, Polycom and Poly brands.

The Acquisition was consummated in accordance with the terms and conditions of the Stock Purchase Agreement (the “Purchase Agreement”), dated March 28, 2018, among the Company, Triangle Private Holdings II, LLC (“Triangle”), and Polycom. The Acquisition supports the Company's long-term strategic vision of becoming a global leader in communications and collaboration endpoints and allows us to capture additional opportunities through data analytics and insight services across a broad portfolio of communications endpoints in an environment increasingly moving to the cloud and remote work styles. As such, we believe the Acquisition better positions us with our channel partners, customers, and strategic alliance partners to pursue comprehensive solutions to communication challenges in the marketplace.

Our consolidated financial results for the Fiscal Year ended March 30, 2019, include the financial results of Polycom from July 2, 2018. For more information regarding the Acquisition, refer to Note 4, *Acquisition*, of the accompanying Notes to Consolidated Financial Statements.

MARKET INFORMATION

General Industry Background

Poly operates predominantly in the unified communications industry and focuses on the design, manufacture, and distribution of headsets, voice, video and content sharing solutions as well as a comprehensive line of support and service solutions to ensure customer success. We develop enhanced communication products for offices and contact centers, remote work environments, mobile devices, open SIP desktop phones, and PCs. Currently, we offer our products and services under the poly , *Plantronics* and *Polycom* brands.

We believe the proliferation of communications and collaboration applications across much of people's daily lives makes efficiency, ergonomic comfort, ease of use, interoperability, and safety key factors for our customers' purchasing decisions. We believe important drivers for the adoption of our solutions include:

- expansion of business collaboration platforms with integrated web-based video and content collaboration that demand interoperability and to support mobile and remote workers;
- virtualization and accelerated adoption of private, public, and hybrid clouds and the resulting customer desire for cloud management tools;
- ease of use and ease of deployment;
- work from home or work from anywhere;
- global growth of open office environments, small conference and huddle rooms, and the number of mobile and remote workers;
- adoption of UC&C by small and medium-sized business (SMBs); and
- continued commitment by organizations and individuals to reduce their expenses and carbon footprint by choosing voice, video and content collaboration over travel.

We believe we are uniquely positioned as the UC&C ecosystem partner of choice through our strategic partnerships, support of open standards, innovative technology, multiple delivery modes, and customer-centric go-to-market capabilities.

We leverage state-of-the-art technologies in our solutions that can be easily used in conjunction with our strategic partners' tools and common communication platforms in both personal and enterprise settings. The increased adoption of technologies such as UC&C, Bluetooth, Voice over Internet Protocol ("VoIP"), Digital Signal Processing ("DSP"), Digital Enhanced Cordless Telecommunications (“DECT”), and Video-as-a-Service ("VaaS"), each of which is described below, has contributed to increased demand for our solutions:

- *UC&C* is the integration of voice, data, chat, and video-based communications systems enhanced with software applications and Internet Protocol (IP) networks. It includes more traditional unified communications consisting of on-premise IP telephony, such as e-mail, instant messaging, presence information, audio and video conferencing, and unified messaging; and more modern team collaboration consisting of cloud-based persistent chat and team workspaces, integrated UC and application integrations; as well as browser-based online meetings consisting of integrated audio, video, and web conferencing. UC&C seeks to provide seamless connectivity and user experience for enterprise workers regardless of their location and environment, improving overall business efficiency and providing more effective collaboration among an increasingly distributed workforce.

- *Bluetooth* wireless technology is a short-range communications protocol intended to replace the cables connecting portable and fixed devices while maintaining high levels of security. The key features of Bluetooth technology are ubiquity, low power, and low cost. The Bluetooth specification defines a uniform structure for a wide range of devices to connect and communicate with each other. Bluetooth standard has achieved global acceptance such that any Bluetooth enabled device, almost anywhere in the world, can connect to other Bluetooth enabled devices in proximity.

- *VoIP* is a technology that allows a person to communicate using a broadband internet connection instead of a regular (or analog) telephone line. VoIP converts the voice signal into a digital signal that travels over the internet or other packet-switched networks and then converts it back at the other end so that the caller can speak to anyone with another VoIP connection or a regular (or analog) phone line.

- *DSP* is a technology that delivers acoustic protection and optimal sound quality through noise reduction, echo cancellation, and other algorithms which improve transmission quality.

- *DECT* is a wireless communications technology that optimizes audio quality, lowers interference with other wireless devices, and digitally encrypts communication for heightened call security.

- *Video-as-a-Service (VaaS)* is the delivery of multiparty or point-to-point videoconferencing capabilities over an IP network by a managed service provider.

Solutions

UC&C audio and video solutions continue to represent our primary focus area. We believe our portfolio of solutions, which combines hardware with highly innovative sensor technology and software functionality, provides the ability to reach people using the mode of communication that is most effective, on the device that is most convenient, and with control over when and how people can be reached. Our solutions have played an increasingly important role in the work-from-home movement as people navigate new noise and connection challenges. With more demand for tele-services, mobile connections, and remote work styles, we believe that our UC&C portfolio provides the solutions necessary to connect doctors to patients, educators to students and companies to their employees. We also believe that as we emerge from the COVID-19 pandemic, our UC&C platforms and technology will become baseline requirements for those inside and outside the office. We also believe our solutions will be an important part of the UC&C environment through the offering of contextual intelligence, a full portfolio of products designed according to quantitatively researched global work styles, and a unique cloud-based management and insight technology we call Poly Lens.

Our products enhance communications by providing the following benefits:

- Smarter working and improved productivity through seamlessly connected, high-quality headsets that connect to mobile devices, PC/Macs, and desk phones, allowing users to communicate from their home, traditional workplace or while on-the-go

- Face-to-face communication delivered through high quality headsets and specialized video devices that bring people together individually or in groups to share ideas and make decisions in a low-cost and highly efficient manner

- Peace of mind and investment protection delivered through agnostic devices that are not dependent on a specific platform but can easily connect to the majority of the cloud-based or on-premises UC&C platforms in the market today

- Best-in-class audio quality delivering clearer conversations on both ends of a call through a variety of features and technologies, including noise-canceling microphones, DSP, HD Voice, acoustic fencing and more

- Simple user interfaces which enable rapid user adoption and drives product loyalty and differentiation

- Wireless freedom allowing people to multi-task while on calls without cords or cables, and to easily switch from public to private spaces, and to use computers and mobile devices, including smartphones or other devices, while talking hands-free

- Cloud-based management for service providers to remotely monitor and maintain equipment thus reducing support times and costs for their customers

- Analytics and insights related to endpoint device usage, communications quality, conversational dynamics, and other similar data our customers desire

- Sensor technology that allows calls to be answered automatically when the user wears the headset, switches the audio from the headset to a mobile device when the user removes the headset and, with some softphone applications, updates the user's presence

- Voice command and control that allow people to take advantage of voice dialing and/or other voice-based features to make communications and the human/electronic interface more natural and convenient

Product Segment

Our audio and video solutions are designed to meet the needs of individuals in home offices (from front-line staff to executives), open offices workspaces (such as cubicles for knowledge workers and contact centers), meeting rooms (from huddle rooms to boardrooms), mobile workers (using laptops, mobile phones, and tablets in or out of the office), back-offices (for management, monitoring and analytics of our systems), and other specialty applications, such as tele-medicine and tele-education.

We serve these markets through our product categories listed below.

- **Headsets -** Within our Headsets product category, we offer a broad range of communications audio solutions, including high-end, ergonomically designed headsets, audio processors, and contact center specific solutions. Our end-users are comprised of enterprise and contact center employees, plus small office, home office, and remote workers. Growth in this market comes from increasing deployment of UC&C solutions and growing awareness of the benefits of using headsets solutions, both corded and wireless.

  Contact centers are some of our most mature customers and are adopting cloud applications and services as enablers for digital transformation. Voice is one of the most important channels for customer satisfaction in an omni-channel model for customer interaction that can also include the deployments of softphones and web-based UC&C capabilities to help improve productivity and reduce costs.

- **Voice Products -** Our Voice products include open SIP desktop phones (VVX), conference phones (Trio) and Bluetooth speakerphones (Calisto), which serve individuals, small-to-medium businesses and large enterprises making the transition to UC&C. Our Microsoft Teams desktop phones (CCX) deliver native Microsoft Teams experiences fully-integrated with the rest of the Teams' collaboration features. All of our desktop phone devices extend clear HD voice to desktops, home offices, mobile users, and branch sites. Sales of our desktop phones are largely driven from a growing cloud Service Provider channel and strategic partnerships with ecosystem and platform partners seeking to add familiar, but evolved telephony offerings, to meet a wide range of hardware-based voice and video demands. The Trio line of conference phones is a collaboration hub that has a modular approach to high quality audio, video and content sharing solution for rooms of all sizes. Audio only versions of the Trio are available in multiple sizes and price points. Trio supports native Zoom, Microsoft Teams and Skype for Business interfaces as well as connectivity to multiple popular voice and video platforms. The recently-announced Trio C60 adds more flexibility through integration with our latest generation of video solutions for one consistent center-of-table audio and control experience.

- **Video Products -** Our Video products consist of our new portfolio of Studio X video bars and the G7500, which share a common Poly platform and can be used for standards-based video conferencing and can also run native applications, like Zoom and Microsoft Teams, without the need for an external PC. These solutions join our Studio USB-connected video bar as a completely refreshed portfolio of video solutions that meet the needs of rooms of all sizes, from huddle rooms to large multi-use rooms. In addition, we continue to sell our RealPresence Group Series solutions, a portfolio of high-performance, integrator-ready video conferencing systems that also power our immersive telepresence video conferencing systems. Customers have multiple options to incorporate HD data sharing and collaboration into a video conference.

  For customers that prefer an on-premises video infrastructure solution, our RealPresence Clariti solution offers a powerful collaboration software platform through which customers can create audio, video, and content collaboration sessions that can connect with any device from anywhere. The platform also provides best-in-class interoperability that allows any standards-based endpoint to connect into Microsoft Skype or Teams platforms without having to replace customer endpoint investments. We also offer a suite of complementary cloud services that aid management of collaboration endpoints and enable third party cloud services on our devices.

Services Segment

Poly offers a complete suite of services that enables our customers and partners to design, deploy, operate and manage our solutions as seamlessly as possible. For example, our Microsoft Teams-specific services help customers on their journey from Skype for Business to Teams. Offered either directly to customers or re-sold through our network of partners, Poly services provide peace-of-mind and ensure high quality deployments and improved customer satisfaction.

Our full range of service solutions include professional, managed, and cloud services. Our customers can mix and match to choose the right level of assistance and expertise where and when needed. We provide these services directly, as well as through our channel partners globally. Poly's Service solutions are in the critical path of a customer's business process and success and help us to create a platform for stronger customer relationships. Our Services solutions help our customers achieve their business goals, maximize their use of communications and collaboration solutions to enable employee productivity and deliver a differentiated customer experience through:

- **Support Services** - In order to keep UC&C solutions operating continuously, Poly provides maintenance services that include technical assistance center support, software upgrades and updates, parts exchange, on-site assistance, and direct access to engineers for real-time resolution. We also offer an online support portal for customers and a support community where customers can share information and access support 24 hours a day.

- **Professional Services** - Poly's full suite of professional services enables customers to effectively plan, deploy, and optimize their communications solutions in a UC&C environment. With Poly's offerings, we and our channel partners help customers each step of the way to accelerate deployments and adoption of UC&C to transform their businesses.

- **Managed Services -** Our managed services help customers maximize their collaboration investments. Working directly with customers or with our partners to jointly deliver services, our offerings allow customers to outsource day-to-day technology management responsibilities to our team of experts who can provide outsourced turn-key solutions as a strategic method to improve operations and accelerate a return on technology investments.

- **Cloud Services -** Our cloud services enable IT administrators to configure devices in advance, monitor during usage, troubleshoot and perform quick updates. Poly Lens is our next generation cloud-based service that combines seamless management and updating tools with powerful insight into how Poly devices are being used to offer greater control and simplicity to IT departments. Poly Lens supports the new Poly Studio X family of video bars as well as the Poly G7500.

- **Training Services -** On-going training services for those customers and partners who prefer to self-manage their deployments.

FOREIGN OPERATIONS

In Fiscal Years 2020, 2019, and 2018, net revenues outside the U.S. accounted for approximately 52%, 53%, and 49%, respectively, of our total net revenues. Revenues derived from foreign sales are generally subject to additional risks, such as fluctuations in exchange rates, increased tariffs, the imposition of other trade restrictions or barriers, adverse global economic conditions, and potential currency restrictions. In Fiscal Year 2020, consolidated net revenues were unfavorably impacted by fluctuations in exchange rates resulting in a decrease of approximately $14.7 million in net revenues (net of the effects of hedging).

We continue to engage in hedging activities to limit our transaction and economic exposures, and to mitigate our exchange rate risks. We manage our economic exposure by hedging a portion of our anticipated Euro ("EUR") and British Pound Sterling ("GBP") denominated sales and our Mexican Peso ("MXN") denominated expenditures, which together constitute the most significant portion of our currency exposure. In addition, we manage our balance sheet exposure by hedging EUR, GBP, and Australian Dollar ("AUD") denominated cash, accounts receivable, and accounts payable balances. Excess foreign currencies not required for local operations are converted into U.S. Dollars ("USD"). While our existing hedges cover a certain amount of exposure for Fiscal Year 2021, long-term strengthening of the USD relative to the currencies of other countries in which we sell may have a material adverse impact on our financial results. In addition, our results may be adversely impacted by future changes in foreign currency exchange rates relative to original hedging contracts generally secured 12 months prior. See further discussion on our business risks associated with foreign operations under the risk titled, "*We are exposed to differences and frequent fluctuations in foreign currency exchange rates, which may adversely affect our revenues, gross profit, and profitability*" within Item 1A Risk Factors in this Form 10-K.

Further information regarding our foreign operations, as required by Item 101(d) of Regulation S-K, can be found in Note 20, *Geographic Information*, of the accompanying Notes to Consolidated Financial Statements in this Form 10-K.

COMPETITION

We compete broadly in the UC&C market, where we have multiple competitors (depending on the product line) on a global basis. These competitors include, Avaya Inc., Aver Information, Inc., Cisco Systems, Inc., ClearOne Communications, Inc., GN Netcom, Grandstream Networks, Huawei Technologies Co., Ltd., LifeSize Inc., Logitech International S.A., Neat, Sennheiser Communications, Snom Technology GmbH, Vidyo, Inc., Yamaha Corporation/Revolabs, Inc., Yealink Network Technology Co., Ltd., ZTE Corporation and others. In some cases, we also cooperate and partner with these companies in programs and various industry initiatives. The market for our products is competitive and some of our competitors have greater financial resources than we do, as well as more substantial production, marketing, engineering and other capabilities to develop, manufacture, market, and sell their products.

Our strategy of offering a best-in-class complete portfolio of UC&C headset, voice and video endpoints faces challenges from competitors, who create end-to-end service and endpoint solutions, as well as low cost competitors in specific categories, or other industry players, who are potentially able to develop unique technology or compete in a specific geography.

For Services, some of our partners resell our maintenance and support services, while others sell their own branded services. To the extent that channel partners sell their own services, these partners compete with us; however, they typically purchase maintenance contracts from us to support these services. As we expand our professional services offering, we may compete more directly with partners in the future.

We believe the principal factors to be successful and competitive in each of the markets we serve are as follows:

- Understanding emerging trends and new communication technologies, such as UC&C and VaaS, and our ability to react quickly to the opportunities they provide
- Reliable supply chain to meet peak demands
- Alliances and integration/compatibility with major UC&C vendors
- Ability to design, manufacture, and sell products that deliver on performance, style, ease-of-use, comfort, features, sound quality, interoperability, simplicity, price, and reliability
- Ability to create and monetize software solutions that provide management and analytics and allow business to improve IT and employee performance through insights derived from our analytics.
- Brand name recognition and reputation
- Superior global customer service, support, and warranty terms
- Global reach, including effective and efficient distribution channels

We believe our products and strategy enable us to compete effectively based on these factors.

RESEARCH AND DEVELOPMENT

The success of our new products is dependent on several factors, including identifying and designing products that meet anticipated market demand before it has developed and as it matures, timely development and introduction of these products, cost-effective manufacturing, quality and durability, acceptance of new technologies, and general market acceptance of the products we develop. See further discussion regarding our business risks associated with our manufacturers under the risk titled, *"We face risks associated with developing and marketing our products, including new product development and new product line"* within Item 1A Risk Factors in this Form 10-K.

Historically, we have conducted most of our research, development, and engineering with an in-house staff and a limited use of contractors.

During Fiscal Year 2020, we developed and introduced innovative products that enabled us to better address changing customer demands and emerging market trends. Our goal is to bring the right products to customers at the right time utilizing best-in-class development processes.

The products we develop require significant technological knowledge and the ability to rapidly develop the products in intensely competitive and transforming markets. We believe our extensive technological knowledge and portfolio of intellectual property gives us a competitive advantage. We furthermore continually strive to improve the efficiency of our development processes through, among other things, strategic architecting, common platforms, and increased use of software and test tools.

SALES AND DISTRIBUTION

We maintain a worldwide sales force to provide ongoing global customer support and service. To support our partners in the Enterprise market and their customers' needs, we have well-established, two-tiered distribution networks.

Our global channel network includes enterprise distributors, direct and indirect resellers, retailers, network and systems integrators, service providers, wireless carriers, and mass merchants.

Our distributors, direct and indirect resellers, system integrators, managed service providers, e-commerce partners, telephony and computer equipment providers resell our commercial headsets, voice and video endpoint products and related solutions and services. As we evolve into new markets and product categories, we expect to build relationships in new distribution and marketing models.

In addition, we have built a strong foundation of alliance partners, which allow existing and future distribution and reseller partners to sell into Microsoft, Zoom, Google and other service provider environments. Our commercial distribution channel maintains an inventory of our products. Our distribution of specialty products includes retail, government programs, customer service, hospitality and healthcare professionals. Poly branded headsets are sold through retailers to corporate customers, small businesses, and individuals who use them for a variety of personal and professional purposes.

Our commercial distributors and retailers represent our first and second largest sales channels in terms of net revenues, respectively. Two customers, ScanSource and Ingram Micro Group, accounted for 19.8% and 17.3%, respectively, of consolidated net revenues in Fiscal Year 2020. Two customers, ScanSource and Ingram Micro Group, accounted for 16.0% and 11.4%, respectively, of consolidated net revenues in Fiscal Year 2019. One customer, Ingram Micro Group, accounted for 10.9% of consolidated net revenues in Fiscal Years 2018.

Some of our products may also be purchased directly from our website at www.poly.com.

We continue to evaluate our logistics processes and implement new strategies to further reduce our transportation costs and improve lead-times to customers. Currently, we have distribution centers in the following locations:

- Tijuana, Mexico, which provides logistics services for products destined for customers in the U.S., Canada, and Latin America regions
- Laem Chabang, Thailand, which provides logistics services for products shipped to customers in our Asia Pacific regions
- Prague, Czech Republic, which provides logistics services for products shipped to customers in our Europe, Africa and Middle East regions
- Suzhou, China, which provide logistics services for products shipped to customers in Mainland China
- Melbourne, Australia, which provides logistics services for products shipped to the retail channel in Australia and New Zealand
- San Diego, United States, which provides logistics services for products shipped to customers in the Americas Region

With respect to the above locations, we use third party warehouses in the Czech Republic, Thailand, and Australia. We operate warehouse facilities in Mexico, San Diego and Suzhou.

BACKLOG

We believe that backlog information is not material to understanding our overall business or estimating future performance and results due to the fact that sales of our products typically have relatively short lead-times. As a result of the COVID-19 pandemic and global shelter-in-place orders creating a surge in the number of individuals working from home or from remote locations, we experienced an increase in demand and backlog, primarily in our Headset product category. However, the backlog of unfulfilled orders is subject to rescheduling, or in limited cases, may be subject to cancellation, especially as we manage through supply-chain constraints due to COVID-19.

MANUFACTURING AND SOURCES OF MATERIALS

Our manufacturing operations are conducted through our facility in Tijuana, Mexico and through contract manufacturers and original design manufacturers in Laos and China. Our manufacturing facility in Tijuana, Mexico is approximately 792,300 square feet, that we have owned and have operated for the last 48 years. The manufacturing operations of our Mexico facility consists of materials management, prototyping, assembly, testing, automation, packaging and Americas distribution center operations. The factory and distribution center are located in very close proximity to the US freight port of entry enabling flexible and responsive supply to our primary market. For a further discussion of the business risks associated with our manufacturers see the risk titled, *"If our own manufacturing facilities and those of our contract manufacturers, original design manufacturers, suppliers and sub-suppliers are unable or unwilling to timely deliver sufficient quantities of quality materials and components and finished products, our ability to fulfill customer demand may be adversely impacted and our growth, business, reputation and financial condition may be materially adversely affected"* within Item 1A Risk Factors in this Annual Report on Form 10-K.

Three global distribution centers serve Asia, Europe and Americas and a fourth smaller distribution center serves China. The locations of all distribution centers are selected to optimize labor costs, duties, tax considerations and customer responsiveness.

We utilize GoerTek, Inc., Celestica Incorporated, Wistron Corporation, and Sercomm Corporation for the majority of our contract manufacturing and original design manufacturing. Our contract manufacturers and original design manufacturers are responsible for all phases of manufacturing from prototyping to production. Together with our contract manufacturers and original design manufacturers we design, specify, test, and monitor products to ensure that they meet the quality requirements and standards our customers demand.

We source components for our products primarily from suppliers in Asia, Mexico, and the U.S., including integrated circuits, electrical and mechanical components, and sub-assemblies. A majority of the components and sub-assemblies used in our manufacturing operations are obtained, or are reasonably available, from dual-source suppliers, although we do have a number of sole-source suppliers.

During the fourth quarter ended March 28, 2020, concerns related to the spread of COVID-19 began to create global business disruptions, including disruptions in our operations and creating potential negative impacts on our revenue. Disruptions include interruption in product supply, restrictions on the export or shipment of our products, and temporary closure of supplier and manufacturing facilities. The outbreak has resulted in the shutdown of various manufacturing partners, suppliers, including for approximately 2 weeks at our facility in Tijuana, Mexico. The extent to which COVID-19 will impact our financial results and operations is uncertain. There can be no assurance that the disruptions due to COVID-19 will be resolved in the near term at our facility in Tijuana, Mexico. Related to COVID-19 reference see the risk titled, *"Adverse or uncertain global and regional economic conditions may materially adversely affect us." within Item 1A Risk Factors in this Annual Report on Form 10-K*.

For strategic purposes and to mitigate the risk of component shortages for critical and long lead-time components, we may purchase and hold certain inventory. As a result, we may incur inventory carrying costs, obsolescence charges, that result from uncertain product demands.

In addition, a substantial portion of the raw materials, components, and sub-assemblies used in our products are provided by our suppliers on a consignment basis. *Refer to "Off Balance Sheet Arrangements and Contractual Obligations"*, within Item 7, Management's Discussion and Analysis, in this Annual Report on Form 10-K for additional details regarding consigned inventories. We write down inventory items determined to be either excess or obsolete to their net realizable value.

We work collaboratively with our suppliers and are members of Responsible Business Alliance and Responsible Mineral Initiative. We endeavor to promote responsible social and ethical business practices within our company and in our global supply chain. We require all of our suppliers to share this commitment through acknowledgment of our newly refreshed Supplier Code, and with the understanding that any violations may jeopardize their business relationship with Poly. We also work with suppliers to promote conflict-free sourcing of all parts and products supplied to us. As members of the Responsible Mineral Initiative and active participants in the working groups of Due Diligence Practices, and China Smelter or Refiner ("SOR") Engagement, we support the RMI's Responsible Minerals Assurance Process - a program that audits SOR's due diligence activities to provide information about the country of origin of minerals. We have also conducted further due diligence in accordance with the Organization for Economic Cooperation and Development ("OECD") Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas (OECD 2016) on those SORs known to or, it is believed may, source minerals from the DRC, adjoining countries, or countries considered to be possible smuggling routes of materials from the conflict area.

ENVIRONMENTAL MATTERS

We are subject to various federal, state, local, and foreign environmental laws and regulations, including those governing the use, discharge, and disposal of hazardous substances in the ordinary course of our manufacturing process. We believe that our current manufacturing and other operations comply, in all material respects with applicable environmental laws and regulations. We are required to comply, and we believe we are currently in compliance with the European Union ("EU") and other Directives on the Restrictions of the use of Certain Hazardous Substances in Electrical and Electronic Equipment ("RoHS") and on Waste Electrical and Electronic Equipment ("WEEE") requirements. Additionally, we believe we are compliant with the RoHS initiatives in China and Korea; however, it is possible that future environmental legislation may be enacted, or current environmental legislation may be interpreted to create an environmental liability with respect to our facilities, operations, or products. See further discussion of our business risks associated with environmental legislation under the risk titled, "*We are subject to environmental laws and regulations that expose us to a number of risks and could result in significant liabilities and costs*" within Item 1A Risk Factors of this Form 10-K.

INTELLECTUAL PROPERTY

We obtain patent protection for our technologies when we believe it is commercially appropriate. As of March 28, 2020, we had over 1,500 worldwide utility and design patents in force, expiring between calendar years 2020 and 2045.

We intend to continue seeking patents on our inventions when commercially appropriate. Our success will depend in part on our ability to obtain patents and preserve other intellectual property rights covering the design and operation of our products. See further discussion of our business risks associated with our intellectual property under the risk titled, *"Our intellectual property rights could be infringed on by others, and we may infringe on the intellectual property rights of others resulting in claims or lawsuits. Even if we prevail, claims and lawsuits are costly and time consuming to pursue or defend and may divert management's time from our business"* within Item 1A Risk Factors of this Form 10-K.

We own trademark registrations in the U.S. and in a number of other countries, as well as the names of many of our products and product features. We currently have pending U.S. and foreign trademark applications in connection with our Poly brand name and certain new products and product features, and we may seek copyright protection when and where we believe appropriate. We also own a number of domain name registrations and intend to seek more as appropriate. We furthermore attempt to protect our trade secrets and other proprietary information through comprehensive security measures, including agreements with our employees, consultants, customers, and suppliers. See further discussion of our business risks associated with intellectual property under the risk titled "*Our intellectual property rights could be infringed on by others, and we may infringe on the intellectual property rights of others resulting in claims or lawsuits. Even if we prevail, claims and lawsuits are costly and time consuming to pursue or defend and may divert management's time from our business*" within Item 1A Risk Factors in this Annual Report on Form 10-K.

EMPLOYEES

On March 28, 2020, we employed approximately 6,584 people worldwide, including approximately 3,138 employees at our shared services facility in Tijuana, Mexico.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

Set forth in the table below is certain information regarding the executive team of the Company:

NAME	**AGE**	**POSITION**
Robert Hagerty	68	Interim Chief Executive Officer and Chairman of the Board of Directors
Charles D. Boynton	52	Executive Vice President, Chief Financial Officer
Mary Huser	56	Executive Vice President and Chief Legal and Compliance Officer and Corporate Secretary
Carl J. Wiese	59	Executive Vice President, Chief Revenue Officer
Tom Puorro	46	Executive Vice President, General Manager, Products

Mr. Hagerty was named Interim Chief Executive Officer in February 2020. Mr. Hagerty has served on the Plantronics, now Poly, Board since 2011 and has served as Chairman of the Board since 2018. When he was named Interim CEO, he maintained his position as Chair of the Board but resigned from his committee positions on the Board. With nearly 40 years of leadership and experience in the communications technology industry, he most recently served as CEO of iControl Networks, Inc., a software and services company for the broadband home management market, from September 2011 to March 2017. Previously, he served as CEO, President and Chairman of Polycom, Inc. from 1998 to May 2010, where he played a key role in developing the modern unified communications market. Prior to joining Polycom, Mr. Hagerty held leadership roles at Stylus Assets, Ltd., Logitech, Inc., Conner Peripherals, Signal Corporation and Digital Equipment Corporation. Mr. Hagerty holds a B.S. in Operations Research and Industrial Engineering from the University of Massachusetts, and an M.A. in Management from St. Mary's College of California.

Mr. Boynton joined the Company in 2019 as Executive Vice President, Chief Financial Officer. Prior to joining the Company, Mr. Boynton served as Executive Vice President and Chief Financial Officer of SunPower Corporation, a global energy company and provider of solar power solutions, from March 2012 to May 2018 and continued as an Executive Vice President until July 2018. Mr. Boynton also served as the Chairman and Chief Executive Officer of 8point3 General Partner LLC, the general partner of 8point3 Energy Partners LP, an affiliate of SunPower, from March 2015 to June 2018. He also served as SunPower's Principal Accounting Officer from October 2016 to March 2018. In March 2012, Mr. Boynton served as SunPower's Acting Chief Financial Officer and from June 2010 to March 2012 he served as SunPower's Vice President, Finance and Corporate Development, where he drove strategic investments, joint ventures, mergers and acquisitions, field finance and financial planning and analysis. Before joining SunPower in June 2010, Mr. Boynton was the Chief Financial Officer for ServiceSource, LLC from April 2008 to June 2010. Earlier in his career, Mr. Boynton held key financial positions at Intelliden, Commerce One, Inc., Kraft Foods, Inc., and Grant Thornton, LLP. Mr. Boynton earned his master's degree in business administration at the Kellogg School of Management at Northwestern University and holds a Bachelor of Science degree in Accounting from the Kelley School of Business at Indiana University Bloomington.

Ms. Huser joined the Company in March 2017 as Senior Vice President, General Counsel and Corporate Secretary and was promoted to Executive Vice President and Chief Legal and Compliance Officer and Corporate Secretary in July 2018. Prior to joining the Company, Ms. Huser served as Vice President, Deputy General Counsel at BlackBerry, a smartphone hardware and service provider, and General Counsel of its Technology Solutions division from 2013 to 2014 and again during 2016 until she joined the Company. Before BlackBerry, during 2015, Ms. Huser was Senior Vice President, Legal for McKesson Corporation, a global healthcare supply chain, retail pharmacy, specialty care and information technology company. Prior to that time, she was a partner, office managing partner and practice group leader at Bingham McCutchen LLP, an international law firm, from 1988 to 2007 and again from 2010 to 2013. Ms. Huser also served as Vice President, Deputy General Counsel of eBay, Inc., an online global commerce leader, from 2008 to 2010. Ms. Huser graduated from the University of Wisconsin - Madison, with a Bachelor of Business Administration, Accounting and Marketing and holds a Juris Doctorate from Stanford Law School.

Mr. Wiese joined the Company in January 2020 as Executive Vice President, Chief Revenue Officer. Prior to joining the Company, Mr. Wiese served as the President of Global Sales and Service of Blackberry Limited, a smartphone hardware and service provider, from 2015 until March 2019. While at Blackberry, Mr. Wiese was responsible for leading the company’s enterprise software business. Prior to that, Mr. Wiese held two positions at Cisco Systems, Inc., a provider of telecommunications equipment and services, serving as its Vice President, Advanced Technology Sales, North America from 2002 through 2009, and then as its Senior Vice President World Wide Collaboration Sales, from 2011 until 2014. Earlier in his career, Mr. Wiese has also held key positions at Apple, Avaya, Lucent Technologies Inc. and Texas Instruments. He holds a Bachelor of Science degree in business from the Spears School of Business at Oklahoma State University.

Mr. Puorro joined the Company as Executive Vice President, General Manager Group Systems in December 2018 and in May 2019 was promoted to Executive Vice President, General Manager, Products. Prior to joining the Company, Mr. Puorro served in a variety of ever increasing roles at Cisco Systems, Inc., a global provider of networking equipment, during two separate periods from 2000 to 2007 and thereafter from September 2009 to December 2018. During his most recent employment ending in 2018, Mr. Puorro was employed as Vice President and General Manager of Unified Communications Technology Group from October 2014 to December 2018, Senior Director of Engineering from August 2011 to September 2014, and Senior Director, Product Management/Development from October 2009 to July 2011. Mr. Puorro has also worked at Microsoft Corporation, a developer of computer software, consumer electronics, personal computers, and related services from August 2007 to September 2009.

Executive officers serve at the discretion of the Board of Directors. There are no family relationships between any of the directors and executive officers of the Company.

ITEM 1A. RISK FACTORS

YOU SHOULD CAREFULLY CONSIDER THE RISKS DESCRIBED BELOW BEFORE MAKING AN INVESTMENT DECISION. THE RISKS DESCRIBED BELOW ARE NOT THE ONLY ONES WE FACE. ADDITIONAL RISKS THAT WE ARE NOT PRESENTLY AWARE OF OR THAT WE CURRENTLY BELIEVE ARE IMMATERIAL MAY ALSO IMPAIR OUR BUSINESS OPERATIONS. OUR BUSINESS COULD BE MATERIALLY HARMED BY ANY OR ALL OF THESE RISKS. THE TRADING PRICE OF OUR COMMON STOCK COULD DECLINE SIGNIFICANTLY DUE TO ANY OF THESE RISKS, AND YOU MAY LOSE ALL OR PART OF YOUR INVESTMENT. IN ASSESSING THESE RISKS, YOU SHOULD ALSO REFER TO THE OTHER INFORMATION CONTAINED OR INCORPORATED BY REFERENCE IN THIS ANNUAL REPORT ON FORM 10-K, INCLUDING OUR CONSOLIDATED FINANCIAL STATEMENTS AND RELATED NOTES.

1. The recent global COVID-19 outbreak has harmed and could continue to harm our business and results of operations.

The novel strain of COVID-19 identified in late 2019 has spread globally, including within the United States, and has resulted in government authorities implementing numerous measures to try to contain the virus, such as travel bans and restrictions, quarantines, shelter in place orders, and shutdowns. This outbreak has negatively impacted worldwide economic activity and financial markets and has impacted, and will further impact, our workforce and operations, the operations of our end-customers, and those of our respective channel partners, vendors and suppliers. In light of the uncertain and rapidly evolving situation relating to the spread of this virus and various government restrictions and guidelines, we have taken measures intended to mitigate the spread of the virus and minimize the risk to our employees, channel partners, end-customers, and the communities in which we operate. These measures include transitioning our in-office employee population to work remotely from home and looking for alternative and/or dual sourcing options. Although we continue to monitor the situation and may adjust our current policies and practices as more information and public health guidance become available, the precautionary measures that we have adopted could negatively affect our customer success efforts, sales and marketing efforts, delay and lengthen our sales cycles, and create operational or other challenges, any of which could harm our business and results of operations. In addition, COVID-19 may disrupt the operations of our end-customers and channel partners for an indefinite period of time, including as a result of travel restrictions and/or business shutdowns, all of which could negatively impact our business and results of operations, including cash flows.

The impact of COVID-19 is fluid and uncertain, and it has caused, and may continue to cause, various negative effects, including difficulties in obtaining raw materials and components for our products, shortages of labor to manufacture products, and temporary closures of the facilities of some of our suppliers, customers and our own production facilities; our inability to meet with our actual or potential customers or channel partners; our customers or channel partners deciding to delay or abandon their planned purchases; and our ability to meet production demands for our product lines. As a result, we may experience extended sales cycles; our demand generation activities, and our ability to close transactions with new and existing end-customers and partners may be negatively impacted. Although the Company continues to work with its supply chain and dual source partners to take the necessary steps to mitigate disruption of supply, there can be no assurance that the ongoing disruptions due to COVID-19 will be resolved in the near term. Further it has been and, until the COVID-19 outbreak is contained and global economic activity stabilizes, will continue to be more difficult for us to forecast our operating results as economic uncertainty puts further pressure on management judgments used to develop forward looking financial guidance and other prospective financial information.

More generally, COVID-19 has not only significantly and adversely increased economic and demand uncertainty, it has caused a global economic slowdown, which may decrease technology spending and adversely affect demand for our offerings and harm our business and results of operations. Although the ultimate severity of the COVID-19 outbreak is uncertain at this time, the pandemic has had, and will continue to have, adverse impacts on the Company's financial condition and results of operations. The Company has experienced temporary disruptions in its supply chain and may continue to experience such disruptions as the outbreak has impacted sourcing of key component parts, and manufacturing and distribution networks throughout the world, including our own facility in Mexico, which shut down for approximately two weeks. The receipt of products or raw material sourced from impacted areas has been, and will continue to be, slowed or disrupted in the coming months, which could impact the manufacture and sale of our products to our channel partners and/or in turn their fulfillment to end-user customers.

Due to the COVID-19 pandemic, the Company is subject to a greater degree of uncertainty than normal in making the judgments and estimates needed to apply its significant accounting policies. The Company has assessed various accounting estimates and other matters, including those that require consideration of forecasted financial information, in context to the unknown future impacts of COVID-19 using information that is reasonably available at this time. The accounting estimates and other matters the Company has assessed include, but were not limited to, goodwill and other long-lived assets, allowance for doubtful accounts, valuation allowances for tax assets, inventory and related reserves, and revenue recognition. As COVID-19 continues to develop, the Company may make changes to these estimates and judgments, which could result in meaningful impacts to its financial statements in future periods. In addition, judgments related to accounting estimates may require additional or different methods of evaluation. If complexity of the judgments increases, the Company may require changes in its internal controls over financial reporting. The extent and duration of the impact of the COVID-19 pandemic on the Company's business is highly uncertain and difficult to predict, as the response to the pandemic is in its incipient stages and information is rapidly evolving. As COVID-19 has impacted various regions in the world differently, we may in the future experience further business operation disruptions. Additionally, if a significant number of our workforce employed in any of our contract or our own manufacturing facilities or in our offices were to contract the virus, we may experience delays or the inability to develop, produce and deliver our products on a timely basis. Additionally, significant and abrupt changes in product supply and demand increases the complexity of management's evaluation of potential excess or obsolete inventory.

Additionally, our end-user customers and channel partners suffer from their own economic challenges. If global or regional economic conditions deteriorate further, whether in general or in specific markets, customers and/or partners may demand pricing accommodations, delay payments, delay or curtail prior deployment plans, or become insolvent. It is impossible to reliably determine if and to what extent our customers and/or partners may suffer, whether we will be required to adjust our prices or face collection issues and/or credit losses with customers and/or partners or if customer and/or partner bankruptcies will occur.

It is not possible at this time to foresee whether the outbreak of COVID-19 or other events beyond our control will be effectively contained, nor can we estimate the entirety of the impact that COVID-19 or such other pandemics or natural or manmade disaster will have on our business, customers, suppliers or other business partners. As such, impacts from such events to the Company are highly uncertain and the Company will continue to assess the financial effects.

Disruptions in the capital markets as a result of the COVID-19 outbreak also may adversely affect the Company if these impacts continue for a prolonged period and the Company needs additional liquidity. To further preserve financial flexibility, the Company's board of directors authorized the suspension of the quarterly dividend which the Company expects to utilize for de-leveraging and strengthening the balance sheet. *For more detail, see risk factor "We cannot guarantee we will continue to repurchase our common stock pursuant to stock repurchase programs or that we will pay dividends at historic rates or at all. The repurchase of our common stock and the payment of dividends may require us to borrow against our credit agreement or incur indebtedness and may not achieve our objectives."*

2. We face risks related to COVID-19 related to our manufacturing facility in Mexico, which could significantly disrupt our operations.

Disruptive activities from COVID-19 has caused, and may in the future cause, temporary closure of our manufacturing facility in Tijuana, Mexico, which may impair our ability to continue production at the capacity necessary to timely supply the number of products to fulfill current and future customer demand and ship our products worldwide. The extent to which COVID-19 impacts our operations at this facility remains highly uncertain and cannot be predicted. If workers become ill or are quarantined and are therefore unable to work, our operations could be subject to significant disruption. Further, we may incur higher supply costs in sourcing products from alternative manufacturers/suppliers. Such manufacturers/suppliers may be unable to produce and supply the products needed or may be required to reduce production levels, either of which may negatively affect our financial condition or results of operations.

3. The failure to successfully integrate the business and operations of Polycom in the expected time frame and achieve the expected synergies and may result in significant expenses and accounting charges that may adversely affect the business and financial results of the combined company.

We believe the Acquisition of Polycom, which was completed on July 2, 2018, will result in certain benefits, including acceleration and expansion of our market opportunities, creation of a broad portfolio of communications and collaboration endpoints, significant expansion of services offerings, accretion to diluted earnings per common share, and significant operational efficiencies and cost synergies. However, our ability to realize these anticipated benefits depends on the successful integration of the two businesses. The combined company may fail to realize the anticipated benefits of the acquisition for a variety of reasons, including the following:

- the inability to integrate the businesses in a timely and cost-efficient manner or do so without adversely impacting revenue, operations, including new product launches and cash flows;
- expected synergies or operating efficiencies may fail to materialize in whole or part, or may not occur within expected time-frames;
- that goodwill recorded at the time of the Acquisition has been and may in the future be further materially impaired (see Risk Factor: "*Impairment of our intangible assets and goodwill have resulted in charges that adversely impact our financial results")*;
- the failure to successfully manage relationships with each company's historic customers, resellers, end-users, suppliers and strategic partners and their operating results and businesses generally (including the diversion of management time to react to new and unforeseen issues);
- the failure to appropriately assess optimal on hand, finished goods, order management and channel inventory levels to optimize supply chain and order fulfillment systems;

- the failure or inability to timely and efficiently integrate network infrastructures including pricing and ordering systems without materially adversely impacting the timing and processing of orders which could harm our relationships with suppliers, vendors, customers and end users;
- the failure to accurately estimate the potential markets and market shares for the combined company’s products, the nature and extent of competitive responses to the Acquisition and the ability of the combined company to achieve or exceed projected market growth rates;
- the inability to attract key personnel or to retain key personnel with unique talents, expertise or background knowledge as a consequence of both voluntary and involuntary employment actions;
- the failure to successfully advocate the benefits of the combined company for existing and potential end-users, customers, and resellers or general uncertainty regarding the value proposition of the combined entity or its products;
- the failure to effectively compete against larger companies or companies with well-established market shares in the broader markets expected to be served by the combined company or the perceived threat by competitors that the combined company represents to their existing markets;
- difficulties forecasting financial results;
- outcomes or rulings in known or as yet to be discovered regulatory enforcement, litigation or other similar matters that are, alone or in the aggregate, materially adverse;
- negative effects on the market price of our common stock as a result of the transaction, particularly in light of the amount of debt incurred, our ability to timely pay down such debt, restrictions placed on our operations as result of covenants related to the debt, as well as the number of shares of our stock issued in the transaction and any subsequent sales of that stock by the seller, and forecasts and expectations of analysts;
- failures in our financial reporting including those resulting from system implementations in the context of the integration, our ability to report or forecast financial results of the combined company and our inability to successfully discover and assess and integrate into our reporting system, any of which may adversely impact our ability to make timely and accurate filings with the SEC and other domestic and foreign governmental agencies;
- difficulties integrating professional services revenue streams with historic hardware sales and subscription services without adversely impacting revenue recognition;
- the potential impact of the transaction on our future tax rate and payments based on our global entity consolidation efforts and our ability to quickly and cost effectively integrate foreign operations;
- the challenges of integrating the supply chains of the two companies; and
- the potential that our due diligence did not fully uncover the risks and potential liabilities of Polycom.

The actual integration may result in additional and unforeseen expenses or delays, distract management from other revenue or acquisition opportunities, and increase the combined company’s expenses and working capital requirements, particularly in the short-term. If we are unable to successfully integrate Polycom's business and operations in a timely manner, the anticipated benefits of the Acquisition may not be fully realized, or at all, or may take longer to realize than anticipated. Should any of the foregoing or other currently unanticipated risks arise, our business and results of operations may be materially adversely impacted.

In addition, our financial results may be adversely affected by the resulting accounting charges incurred thereby and we expect to incur additional costs associated with combining the operations of the companies, which may be substantial. Additional costs may include: costs of employee redeployment; accelerated amortization of deferred equity compensation and severance payments; reorganization or closure of facilities; taxes; advisor and professional fees; and termination of contracts that provide redundant or conflicting services. We may be required to account for these costs as expenses that decrease our net income and earnings per share for the periods in which those adjustments are made. For example, for the fiscal year ended March 28, 2020, we recorded $38.3 million integration costs, which consisted primarily of costs for consulting services and other professional fees. The price of our common stock could decline to the extent our financial results are materially or unexpectedly affected by the foregoing charges and costs, or if future charges and costs are larger than anticipated.

4. Impairment of our intangible assets and goodwill have resulted in charges that adversely impact our financial results.

We have a significant amount of goodwill and intangible assets on our consolidated balance sheet as of March 28, 2020. Goodwill and intangible asset impairment analysis and measurement requires significant judgment on the part of management and may be impacted by a wide variety of factors, both within and beyond our control. We are required to annually test goodwill to determine if impairment has occurred, either through a quantitative or qualitative analysis. Additionally, interim reviews must be performed whenever events or changes in circumstances indicate that impairment may have occurred. If the testing performed indicates that impairment has occurred, we are required to record a non-cash impairment charge for the difference between the carrying value of the goodwill and the implied fair value of the goodwill in the period the determination is made. Factors that may be considered when determining if the carrying value of our goodwill or intangible assets may not be recoverable include a significant decline in our expected future cash flows or a sustained, significant decline in our stock price and market capitalization.

In March 2020, we identified a triggering event which resulted in a non-cash impairment charge of $180 million relating to the Company’s intangible assets and property, plant, and equipment related to long-lived assets in the voice asset group, as well as a non-cash impairment charge of $484 million to goodwill due to an overall decline in the Company's earnings and sustained decrease in our stock price. If the factors triggering the impairment noted herein continue or worsen due to COVID-19 and other factors outside of the Company's control, the Company may experience a further negative impact on its financial results as well as risks associated with our design and operation of internal controls.

5. Adverse or uncertain global and regional economic conditions may negatively affect us.

Our business and financial performance is subject to changes in macroeconomic and global conditions. Economic concerns, such as uncertain or inconsistent global or regional economic growth, stagnation or contraction, including the pace of economic growth in the United States and around the world, as well as actual or potential political unrest, natural disasters, armed conflict, and public health outbreaks, such as the COVID-19 pandemic as discussed above, may cause companies and governments to delay, reduce or cancel spending, increasing the uncertainty and predictability of our business with companies and governmental agencies. Global health concerns, such as COVID-19, has resulted and could continue to result in social, economic, and labor instability in the countries in which we or our customers and suppliers operate. A global economic downturn, changes in the industries in which we sell our products, or erratic or declining business or governmental spending or hiring have in the past and may again in the future reduce sales of our products, increase sales cycles, slow adoption of new technologies, increase price competition, and cause customers and suppliers to default on their financial obligations. Uncertainty regarding future economic conditions and the markets into which we sell make it challenging both in the near and long-term to forecast operating results, make business decisions, and identify risks that may affect our business, sources and uses of cash, financial condition, and results of operations.

Additionally, to the extent governments implement general or specific reductions in spending, demand for our products by those governmental agencies subject to the measures and by customers who derive all or a portion of their revenues from these agencies, may decline. Similarly, to the extent uncertainty regarding public debt limits or governmental budgets hinder spending by retail consumers, businesses or governmental agencies, sales of our products may be materially harmed or delayed.

6. *Our failure to effectively enhance and develop our sales strategy and sales force, may harm our revenues and financial outcomes as a result.*

The Company is substantially dependent on our sales force to effectively execute our sales, pricing and business strategies, to obtain new channel partners, and to drive additional opportunities with our existing channel partners. The Company believes that there is significant competition for skilled sales personnel with technical knowledge. Our ability to grow our business depends on our success in recruiting, training, and retaining sales personnel to support the Company. We periodically adjust our sales organization and our compensation programs to optimize our sales operations, to increase revenue, and to support our business model. If we have not structured our sales organization or compensation for our sales personnel in a way that properly supports our Company's objectives, or if we fail to make changes in a timely fashion or do not effectively manage changes, the Company's performance could be adversely affected.

7. Competition in each of our markets is strong, and our inability to compete effectively could significantly harm our business and results of operations.

We face strong competition in all of the markets worldwide for our products, solutions and services. Market leadership changes may occur as a result of numerous factors, including new product and technology introductions, new market participants, pricing pressure on average selling prices and sales terms and conditions, and related to product performance and functionality. For a further description of our competitors and the markets in which we compete, see Item 1, *Business*, in this Form 10-K.

Our competitive landscape continues to rapidly evolve as the industry moves into new markets for collaboration such as mobile, browser-based, and cloud-delivered collaboration offerings. Competitors in these markets also continue to develop and introduce new technologies, sometimes proprietary or closed architectures, that may block or limit our ability to compete in certain markets. Many of our competitors are larger, offer broader product lines, may integrate their products and solutions with communications solutions, devices, and adapters manufactured or provided by them or others, offer products or solutions incompatible with our products, have established market positions, and have substantially greater financial, marketing, and other resources; all of which may increase pressure to reduce our pricing, increase our spending on sales and marketing, or both, which would correspondingly have a negative impact on our revenues and operating margins.

We may not be able to compete successfully against our current or future competitors. We expect our competitors to continue to improve the performance of their current products and to introduce new products or new technologies that provide improved performance. New product introductions by our current or future competitors, or our delay in bringing new products to market, could cause a significant decline in sales or loss of market acceptance of our products. We believe that ongoing competitive pressure may result in a reduction in the prices of our products and our competitors' products. In addition, the introduction of additional lower priced competitive products or of new products or product platforms could render our existing products or technologies obsolete. We also believe we will face increasing competition from alternative UC&C endpoint solutions that employ new technologies or new combinations of technologies.

Simplification of certain product technology is leading to the availability of alternative, lower cost competitive products targeted to enterprises, consumers and small businesses, which could harm sales. If we do not distinguish our products, through distinctive, technologically advanced features and designs, as well as continue to build and strengthen our brand recognition, our products may become more difficult to sell or to sell at the desired prices and financial margins. In addition, failure to effectively market our products could lead to lower and more volatile revenue and earnings, excess inventory, and the inability to recover associated development costs, any of which could have a negative impact on our business, financial condition, results of operations, and cash flows.

We also face competition from companies, principally located in or originating from Asia, offering low cost products, including products modeled on, direct copies of, or counterfeits of our products. Online marketplaces make it easier for disreputable and fraudulent sellers to introduce their copies or counterfeit products into the stream of commerce by commingling legitimate products with copies and counterfeits; thereby making it extremely difficult to track and remove copies and counterfeits. The introduction of low-cost alternatives, copies and counterfeits has resulted in and will continue to cause market pricing pressure, customer dissatisfaction and harm to our reputation and brand name. If product prices are substantially reduced by new or existing market participants, our business, financial condition, or results of operations could be materially negatively affected.

8. Increased consolidation and the formation of strategic partnerships in our industry may lead to increased competition, which could negatively impact our business and future results of operations.

Strategic partnerships and acquisitions are being formed and announced by our competitors on a regular basis, which increases competition and can result in increased downward pressure on our product prices. As a result, competition with larger combined companies with significantly greater financial, sales and marketing resources, a larger channel network and expanded product lines is a constant threat to our market share and revenues. Competitors can sell their communications solutions product lines in conjunction with proprietary network equipment or platform technology as a complete solution, making it more difficult to compete against them or to ascertain pricing on competitive products. In addition, some competitors may use their strengths in adjacent markets to foreclose competition in the UC&C solutions market. In some cases, proprietary solutions may also preclude our competitive products from being fully interoperable with our competitors' endpoints, infrastructure and/or network products. Acquisitions or partnerships made by one of our strategic partners could also limit the potential contribution of our strategic relationships to our business and restrict our ability to form strategic relationships with these companies in the future and, as a result, harm our business. Rumored or actual consolidation of our partners and competitors may cause uncertainty and disruption to our business and can cause our stock price to fluctuate.

9. Our operating results are difficult to predict, they could fluctuate, and our stock price could become more volatile and your investment could lose value.

All of the factors discussed in this section could affect our quarterly and annual operating results and our stock price. The timing of announcements in the public market regarding new products, product enhancements or technological advances by our competitors or us and any announcements by us of acquisitions, major transactions, or management changes could also affect our stock price. Our operating quarterly and annual operating results have varied from period to period and may fluctuate in the future as a result of factors, many of which are outside of our control and which we may not foresee, or which we may foresee but not manage effectively, including changes in the economic environment, and the other factors identified below in this section. Our stock price is subject to speculation by analysts and in the press, changes in recommendations or earnings estimates by financial analysts, changes in investors' or analysts' valuation measures for our stock, changes in or announcements regarding our forecasts and guidance, our credit ratings, market trends unrelated to our performance, and sales of our common stock by us, our officers or directors or unaffiliated third party investors, particularly considering the concentrated ownership of our common stock, that may limit the ability for investors to acquire or sell meaningful quantities of our stock or cause speculation as to the acquisition or sale of our stock. A significant drop in our stock price could also expose us to the risk of securities class action lawsuits, which could result in substantial costs and divert management's attention and resources, which could negatively affect our business.

Given the nature of the markets in which we compete, our revenues and profitability vary from quarter to quarter and are difficult to predict for many reasons, including the following:

- fluctuating optimal inventory levels;
- variations in the volume and timing of orders received during each quarter;
- our ability to execute on our strategic and operating plans;
- shifts in the timing, size and types of products ordered, as well as the mix of products and services, and the geographic locations of the customers placing orders, any of which could impact gross margins depending on the various margins of the products and services ordered and foreign currency exchange rates on both revenues and expenses;

- the timing of customers' sales promotions and campaigns or variations in sales rates by our channel partner customers to their customers;
- changes to our channel partner programs, contracts, pricing and go to market strategies that could: (i) result in a reduction in the number of channel partners; (ii) adversely impact our revenues and gross margins as we realign our discount and rebate programs for our channels; or (iii) cause more of our channel partners to add our competitors’ products to their portfolios;
- the timing of large end customer deployments, including UC&C infrastructure;
- the timing and market acceptance of new product introductions by us and our competitors and obsolescence or discontinuance of existing products;
- competition, including pricing pressure, product features and functionality, by us, our competitors or our customers;
- the level and mix of inventory that we hold to meet future demand;
- changes to our global organization and retention of or changes in key personnel;
- changes in effective tax rates which are difficult to predict due to, among other things, the timing and geographical mix of our earnings, the outcome of current or future tax audits and potential new rules and regulations;
- failure to timely introduce new products within projected costs and reduce costs as production increases;
- changes in technology and desired product features, including whether those changes occur as and when anticipated;
- general economic conditions in the U.S. and our international markets, including foreign currency fluctuations;
- customer cancellations and rescheduling;
- misalignment between supply chain ordering and demand by customers and systems to forecast demand;
- the impact of changing costs of freight and components used in the manufacturing of our products and the potential negative impact on our gross margins;
- investments in and the costs associated with strategic initiatives;
- changes in the underlying factors and assumptions used in determining stock-based compensation;
- changes in accounting rules or their interpretation; and
- other factors beyond our control, including popular uprisings, terrorism, war, natural disasters, and diseases, such as COVID-19.

As a result of these and potentially other factors, we believe that period-to-period comparisons of our historical results of operations are not necessarily a good predictor of our future performance. If our future operating results are below the expectations of stock market securities analysts or investors, or below any financial guidance we may provide to the market, our stock price may decline. Financial guidance beyond the current quarter is inherently subject to greater risk and uncertainty, and if the transitions in our markets accelerate, our ability to forecast becomes more difficult.

10. We face risks related to our dependence on channel partners and strategic partners to sell our products.

Changes to our channel partner programs or channel partner contracts may not be favorably received and as a result our channel partner relationships and results of operations may be negatively impacted.

Our channel partners are eligible to participate in various incentive programs, depending upon their contractual arrangements with us. As part of these arrangements, we have the right to make changes in our programs and launch new programs as business conditions warrant. Further, from time to time, we may make changes to our channel partner contracts or realign our discount and rebate programs. For instance, following the Acquisition of Polycom and partially as a consequence of the significant number of overlapping channel partners with inconsistent contractual terms between the two legacy Plantronics and Polycom entities, we embarked on a rationalization program designed to organize the channels serving our markets and harmonize the contractual terms under which we conduct business with these partners. These changes have disrupted our channel partners and may cause them to add competitive products to their portfolios, delay advertising or sales of our products, or shift their emphasis to selling our competitors’ products. Our channel partners may not be receptive to future changes, and we may not receive the positive benefits that we anticipate in making any program and contractual changes.

Our strategic partnerships with companies may not yield the desired results which could harm our business.

We are focusing on our strategic partnerships and alliances with traditional partners like Microsoft and new partners such as Zoom, Google and others. Defining, managing and developing these partnerships is expensive and time-consuming and may not yield the desired results, impacting our ability to effectively compete in the market and to take advantage of anticipated future market growth. Because our products are intended to perform across multiple platforms, certain of our channel partners and strategic alliance partners may perceive conflicts in our business placing one strategic alliance partner versus another.

In addition, as we enter into agreements with these strategic partners to enable us to continue to expand our relationships with these partners, we may undertake additional obligations, such as development efforts and product certifications to our partner’s standards or requirements, which could trigger unintended penalty or other provisions in the event that we fail to fully perform our contractual commitments or could result in additional costs beyond those that are planned in order to meet these contractual obligations. We are reliant on certain strategic alliances to certify our products to work on their platform, which they withhold if we are unable to meet the time frames required, or if our competitors have certifications for competitive products for which we are not yet certified, our revenues and results of operations would be negatively impacted.

Conflicts between our channel partners and strategic partners could arise which could harm our business.

Some of our current and future products are directly competitive with the products sold by both our channel and strategic partners. As a result of these conflicts, there is the potential for our channel and strategic partners to compete head-to-head with us or to significantly reduce or eliminate their orders of our products or design our technology out of their products. Further, as a result of our increased efforts to sell through a direct sales model, we may alienate some of our channel partners or cause a shift in product sales from our traditional channel model. Due to these and other factors, channel conflicts could arise which cause channel partners to devote resources to the communications equipment of competitors, which would negatively affect our business and results of operations.

In addition, some of our products are reliant on strategic partnerships with call management providers and wireless UC&C platform providers. These partnerships result in interoperable features between products to deliver a total solution to our mutual end-user customers. Competition with our partners in all of the markets in which we operate is likely to increase, which would adversely affect our revenues and could potentially strain our existing relationships with these companies.

We are subject to risks associated with our channel partners' sales reporting, product inventories and product sell-through.

We sell a significant amount of our products to channel partners who maintain their own inventory of our products for sale to resellers and end-users. Our revenue forecasts associated with products stocked by some of our channel partners are based largely on point of sale information regarding their sales to resellers and end users that our channel partners provide to us. To the extent that this sales-out and channel inventory data is inaccurate or not received timely, our revenue forecasts for future periods may be less reliable. Further, if these channel partners are unable to sell an adequate amount of their inventory of our products in a given quarter or if channel partners decide to decrease their inventories for any reason, such as a recurrence of global economic uncertainty and downturn in technology spending, the volume of our sales to these channel partners and our revenues could be negatively affected. In addition, we also face the risk that some of our channel partners have inventory levels in excess of future anticipated sales. If such sales do not occur in the time frame anticipated by these channel partners for any reason, these channel partners may substantially decrease the amount of product they order from us in subsequent periods, or product returns may exceed historical or predicted levels, which would harm our business and create unexpected variations in our financial results.

We are subject to risks associated with the success of the businesses of our channel partners.

Some of our channel partners that carry our products, and from whom we derive significant revenues, are thinly capitalized. Although we perform ongoing evaluations of their creditworthiness, the failure of these businesses to establish and sustain profitability, obtain financing or adequately fund capital expenditures could have a significant negative effect on our future revenue levels and profitability and our ability to collect our receivables. In addition, global economic uncertainty, including uncertainty created by the impact of COVID-19. reductions in technology spending in the United States and other countries, and periodic ongoing challenges in the financial services industry have in the past restricted, and may again in the future restrict, the availability of capital, which may delay collections from our channel partners beyond our historical experience or may cause companies to file for bankruptcy, jeopardizing the collectability of our receivables from such channel partners and negatively impacting our future results.

Our channel partner contracts are typically short-term and early termination of these contracts may harm our results of operations.

We cannot be certain as to future order levels from our channel partners. In the event of a termination of one of our major channel partners, we believe that the end-user customer would likely purchase from another one of our channel partners, but if this did not occur and we were unable to rapidly replace that revenue source, its loss would harm our results of operations.

Our channel partners are impacted by changes in customer purchasing preferences which may negatively impact our traditional sales channels or the prices at which we may sell our products.

It is becoming easier for small online sellers of certain product categories to enter the market unburdened with physical locations, employees and support personnel which can force our larger traditional brick and mortar resellers to reduce their selling prices. In turn, our traditional resellers may demand lower selling prices from us, more cooperative and marketing incentives, reduce their sales support needed to maintain our premium brand image, discontinue carrying our products and other similar adverse actions. As we expand our service offerings, many of our historical channel partners may be unwilling or unable to market our services forcing us to establish new or different relationships. Further, increased competition among resellers may cause some of our resellers and partners to experience financial difficulties or force them to shut down, decreasing our channels to market. The inability to establish or maintain successful relationships with distributors, OEMs, retailers, and telephony service providers or to maintain quality distribution channels and sales models could negatively affect our business, financial condition, or results of operations.

If our channel partners fail to comply with laws or standards, our business could be harmed.

We expect our channel partners to meet certain standards of conduct and to comply with applicable laws, such as global anti-corruption, anti-bribery, and import and export control laws. Noncompliance with standards or laws could harm our reputation and could result in fines, penalties, injunctions, or other harm to our business and results of operations were we to become involved in an investigation due to non-compliance by a channel partner.

11. If we fail to accurately forecast demand we may under or overestimate production requirements resulting in lost business or write offs of excess inventory which may materially harm our business, reputation and results of operations.

Our industry is characterized by rapid technological changes, evolving industry standards, frequent new product introductions, short-term customer commitments, decreasing product life cycles, and changes in demand. Production levels are generally forecasted based on customer forecasts and historic product demand and we often place orders with suppliers for materials, components and sub-assemblies ("materials and components") as well as finished products many weeks in advance of projected customer orders. Actual customer demand depends on many factors and may vary significantly from forecasts. We may lose opportunities to increase revenues and profits and may incur increased costs and penalties including expedited shipping fees and late delivery penalties if we underestimate customer demand.

Conversely, overestimating demand may result in higher inventories of materials and components and finished products, which may later require us to write off all or a material portion of our inventories. We routinely review inventory for usage potential, including fulfillment of customer warranty obligations and spare part requirements, and we write down to the lower of cost or market value the excess and obsolete inventory, which may materially adversely affect our results of operations.

For instance, periodically, we or our competitors announce new products, capabilities, or technologies that replace or shorten the life cycles of legacy products or cause customers to defer or stop purchasing legacy products until new products become available. Additionally, new product announcements may incite customers to increase purchases of successful legacy products as part of a last-time buy strategy, thereby increasing sales in the short-term while decreasing future sales and delaying new product adoption. These risks increase the difficulty of accurately forecasting demand for discontinued and new products as well as the likelihood of inventory obsolescence, loss of revenue and associated gross profit. If any of the above occur, our business, financial condition and results of operations could be materially harmed.

12. We have a number of large customers with substantial market power whose ability to demand pricing and promotion concessions as well as other unfavorable terms makes sales forecasting difficult which can harm our profitability.

Many customers with whom we conduct business are quite large with substantial buying power or who have strategic importance to our product marketing objectives. Many use their buying power or strategic importance to mandate terms and conditions favorable to them to conduct business, including unfavorable payment terms. If our compliance with these or similar future provisions are incorrect or inadequate, we could be liable for breach of contract damages or our reputation with one or more key customers could be harmed, either of which could have an adverse effect on our financial condition or results of operations.

13. Business interruptions could adversely affect our operations.

In addition to the impact of COVID-19 discussed above, other factors or events outside of our control including, without limitation, war, terrorism, public health issues, natural disasters, or other business interruptions, whether in the U.S. or abroad, have caused or could cause damage or disruption to international commerce by creating economic and political uncertainties that may have a strong negative impact on the global economy, us, and our suppliers or customers. Our major business operations and those of many of our vendors and their sub-suppliers are subject to interruption by disasters, including, without limitation, earthquakes, floods, and volcanic eruptions or other natural or manmade disasters, fire, power shortages, terrorist attacks and other hostile acts, public health issues, flu or similar epidemics or pandemics, and other events beyond our control and the control of our suppliers. Our corporate headquarters, information technology, manufacturing, certain research and development activities, and other critical business operations are located near major seismic faults or flood zones. While we are partially insured for earthquake-related losses or floods, our operating results and financial condition could be materially affected in the event of a major earthquake or other natural or manmade disaster.

In the case of our managed services business, any circuit failure or downtime could affect a significant portion of our customers. Since our ability to attract and retain customers depends on our ability to provide customers with highly reliable service, even minor interruptions could harm our reputation, require that we incur additional expense to acquire alternative telecommunications capacity, or cause us to miss contractual obligations, which could have a material adverse effect on our operating results and our business.

Should any of the events above arise we could be negatively impacted by the need for more stringent employee travel restrictions, limitations in the availability of freight services, governmental actions limiting the movement of products between various regions, delays in production, and disruptions in the operations of our suppliers. Our operating results and financial condition could be adversely affected by these events.

14. Our corporate values has contributed to our success, and if we are unable to maintain them, we could lose the innovation, creativity, and teamwork fostered by our culture, and our business may be harmed.

We believe that a critical contributor to our success has been our corporate values, which we believe fosters innovation, operational excellence, focus on our customers, teamwork, and integrity. As we evolve and change as an organization, we may find it difficult to maintain these important aspects of our corporate values, which could limit our ability to innovate and operate effectively. Any failure to preserve our values could also negatively affect our ability to retain and recruit personnel, continue to perform at current levels or execute on our business strategy.

15. The increased use of software in our products could impact the way we recognize revenue which could adversely impact our financial results.

We are increasingly incorporating advanced software features and functionalities into our products, offering firmware and software fixes, updates, and upgrades and developing Internet based software-as-a-service offerings that provide additional value that complements our products. As the nature and extent of software integration in our products increases or if sales of standalone software applications or services become material, the way we report revenue related to our products and services could be significantly affected. For example, we are increasingly required to evaluate whether our revenue transactions include multiple deliverables and, as such, whether the revenue generated by each transaction should be recognized upon delivery, over a period of time or apportioned and recognized based on a combination of the two. Moreover, the software and services revenue recognition rules are complex and dynamic. If we fail to accurately apply these complex rules and policies, particularly to new and unique products or services offerings, we may incorrectly report revenues in one or more reporting periods, which could materially and adversely impact our results for the affected periods, cause our stock price to decline, and result in securities class actions or other similar litigation.

16. We operate in multiple tax jurisdictions globally and our corporate tax rate may increase or we may incur additional income tax liabilities, which could negatively impact our cash flow, financial condition and results of operations.

We have significant operations in various tax jurisdictions throughout the world, and a substantial portion of our taxable income has historically been generated in jurisdictions outside of the U.S. Should there be changes in foreign tax laws that seek to impose withholding taxes on the repatriation of cash or increase foreign tax rates on overseas earnings our operating results could be materially adversely affected.

Various governmental tax authorities have recently increased their scrutiny of tax strategies employed by corporations and individuals. In addition, the Organization for Economic Cooperation and Development issued guidelines and proposals during fiscal year 2016 that may change how our tax obligations are determined in many of the countries in which we do business. If U.S. or other foreign tax authorities change applicable tax laws or successfully challenge the manner in which our profits are currently recognized, our overall taxes could increase, and our business, cash flow, financial condition, and results of operations could be materially adversely affected. It is possible that tax authorities may disagree with certain positions we have taken and any adverse outcome of such a review or audit could have a negative effect on our financial position and operating results.

We are also subject to examination by the Internal Revenue Service ("IRS") and other tax authorities, including state revenue agencies and foreign governments. While we regularly assess the likelihood of favorable or unfavorable outcomes resulting from examinations by the IRS and other tax authorities to determine the adequacy of our provision for income taxes, there can be no assurance that the actual outcome resulting from these examinations will not materially adversely affect our financial condition and results of operations.

17. Changes in applicable tax regulations and resolutions of tax disputes could negatively affect our financial results.

We are subject to taxation in the U.S. and numerous foreign jurisdictions that could negatively impact our financial results. On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the “Tax Act”). The changes included in the Tax Act are broad and complex. As rule making bodies and new legislation is enacted to interpret the Tax Act, these changes may adjust the estimates provided in this report. The changes may possibly be material, due to, among other things, the Treasury Department’s promulgation of regulations and guidance that interpret the Tax Act, corrective technical legislative amendments that may change the Tax Act, any changes in accounting standards for income taxes or related interpretations in response to the Tax Act, or any updates or changes to estimates the company has utilized to calculate the transition impacts, including impacts from changes to current year earnings estimates and foreign exchange rates of foreign subsidiaries. Another example is on November 12, 2019, in Altera Corp. v. Commissioner, the Ninth Circuit Court of Appeals denied Altera Corporation’s petition for rehearing en banc following the Ninth Circuit’s decision against Altera issued on June 7, 2019 (the “2019 Opinion”). Consistent with the 2019 Opinion and in conjunction with an IRS audit for the fiscal year ended March 2017, the Company has taken a charge for the Altera case and is fully reserved resulting in a higher year over year tax expense in fiscal year 2020.

In addition, it is uncertain how each country where we do business may react to the Tax Act. Moreover, the evolving global tax landscape accompanying the adoption and guidance associated with the Base Erosion and Profit Shifting reporting requirements (“BEPS") recommended by the G8, G20 and Organization for Economic Cooperation and Development ("OECD") may require us to make adjustments to our financial results. As these and other tax laws and related regulations change, our financial results could be materially impacted. Given the unpredictability of these possible changes, it is difficult to assess whether the overall effect of these potential tax changes would be positive or negative for our earnings and cash flow, but such changes could adversely impact our financial results.

18. We may not be able to utilize our deferred tax assets.

As a global enterprise, we cannot be certain of the tax outcome related to many transactions and calculations. Uncertainties arise as a consequence of positions taken regarding valuation of deferred tax assets, net operating loss carryforwards and tax credit carryforwards that maybe used in certain tax jurisdictions to offset future taxable income and reduce income taxes payable. Each quarter, we determine the probability that the deferred tax assets will be realized. This determination involves judgment and the use of significant estimates and assumptions, including historical operating results, expectations of future taxable income and tax planning strategies. Realization of net deferred tax assets ultimately depends on the existence of sufficient taxable income. If unfavorable changes in the financial outlook of our operations continue or increase, our financial position could be negatively impacted. As of March 28, 2020, we recorded a 100% valuation allowance of $72 million against our U.S. deferred tax assets based on the Company's results for Fiscal Year 2019 and 2020, together with our Fiscal Year 2021 forecast.

19. We face risks associated with developing and marketing our products, including new product development and new product lines.

Our success depends on our ability to assimilate new technologies in our products and to properly train our channel partners, sales force and end-user customers in the use of those products.

The markets for our products are characterized by rapidly changing technology, such as the demand for HD video technology and lower cost video infrastructure products, the shift from on premise-based equipment to a mix of solutions that includes hardware and software and the option for customers to have video delivered as a service from the cloud or through a browser, evolving industry standards and frequent new product introductions, including an increased emphasis on software products, new, lower cost hardware products, development of artificial intelligence and machine learning solutions that may make all or a portion of our products or their functionality obsolete or unnecessary. Historically, our focus has been on premise-based solutions for the enterprise and public sector, targeted at vertical markets, including finance, manufacturing, government, education and healthcare. In addition, in response to emerging market trends, and the network effect driven by business-to-business and business-to-consumer adoption of UC&C, we are expanding our focus to capture opportunities within emerging markets including mobile, small and medium businesses ("SMBs"), and cloud-based delivery. If we are unable to successfully capture these markets to the extent anticipated, or to develop the new technologies and partnerships required to successfully compete in these markets, then our revenues may not grow as anticipated and our business may ultimately be harmed. Given the competitive nature of the mobile industry, changing end user behaviors and other industry dynamics, these relationships may not evolve into fully-developed product offerings or translate into any future revenues.

The success of our new products depends on several factors, including proper new product definition, product cost, infrastructure for services and cloud delivery, timely completion and introduction of new products, proper positioning and pricing of new products in relation to our total product portfolio and their relative pricing, differentiation of new products from those of our competitors and other products in our own portfolio, market acceptance of these products and the ability to sell our products to customers as comprehensive UC&C solutions. Other factors that may affect our success include properly addressing the complexities associated with compatibility issues, channel partner and sales strategies, sales force integration and training, technical and sales support, and field support. As a result, it is possible that investments that we are making in developing new products and technologies may not yield the planned financial results.

We also need to continually educate and train our channel partners to avoid any confusion as to the desirability of new product offerings and solutions compared to our existing product offerings and to be able to articulate and differentiate the value of new offerings over those of our competitors. As the market evolves, our distribution model and channel partners may change as well. During the last few years, we have announced and launched several new product offerings, both independently and jointly with our strategic partners, including new software, hardware and cloud-based solutions, and these new products could cause confusion among our channel partners and end-users, thereby causing them to delay purchases of our new products until they determine their market acceptance, or as they consider a more comprehensive UC&C strategy versus point product or endpoint only deployments. Any delays in future purchases could adversely affect our revenues, gross margins and operating results in the period of the delay.

The communications market shift to fully integrated solutions, cloud-based/hybrid offerings and new business models over time may require us to add new channel partners, enter new markets and gain new core technological competencies. We are attempting to address these needs and the need to develop new products through our internal development efforts, through joint developments with other companies and through acquisitions. However, we may not identify successful new product opportunities and develop and bring products to market in a timely manner. Further, as we introduce new products, these product transition cycles may not go smoothly, causing an increased risk of inventory obsolescence and relationship issues with our end-user customers and channel partners. The failure of our new product development efforts, any inability to service or maintain the necessary third-party interoperability licenses, our inability to properly manage product transitions or to anticipate new product demand, or our inability to enter new markets would harm our business and results of operations.

We may not be able to develop new products or enhance the capabilities of our existing products to keep pace with rapidly changing technology and customer requirements or successfully manage the transition to new product offerings as enterprises shift to a remote workforce as a result of COVID-19.

For the past several months, the COVID-19 pandemic has forced businesses around the world to shift their employees to remote work due to shelter-in-place orders. As a result, we believe that businesses may be shifting to permanent remote work for some or all of their workforce and we have experienced downward pressure on the sales of our audio and video solutions which typically are used in office environments. A continuation of the movement towards these remote and/or flexible work practices could over time erode the overall demand for office equipment and further erode sales of our voice and video product lines. While we are taking actions to develop new and/or increase the manufacturing of our existing collaboration tools that enable both in office and remote work, our failure to timely accommodate this rapidly shifting market demand could negatively impact on our financial results. For additional risks related to COVID-19, see the risk factor "*The recent global COVID-19 outbreak has harmed and could continue to harm our business and results of operations."*

We may experience delays in product introductions and availability, and our products may contain defects which could seriously harm our results of operations.

We have experienced delays in the introduction of certain new products and enhancements in the past. The delays in product release dates that we experienced in the past have been due to factors such as unforeseen technology issues, third party changes to technology, manufacturing ramping issues and other factors, which we believe negatively impacted our revenue in the relevant periods. In addition, we have experienced delays in product certifications required with respect to our new product releases. Any of these or other factors may occur again and delay our future product releases. As such, disruption due to geopolitical conflicts, public health, or natural disasters could create an increased risk of delays in new product introductions.

We produce highly complex communications equipment, which includes both hardware and software and incorporates new technologies and component parts from different suppliers. Resolving product defect and technology and quality issues could cause delays in new product introduction. Component part shortages, availability, and changes could also cause delays in product delivery and lead to increased costs. Further, some defects may not be detected or cured prior to a new product launch or may be detected after a product has already been launched and may be incurable or result in a product recall. The occurrence of any of these events could result in the failure of a partial or entire product line or a withdrawal of a product from the market. We may also have to invest significant capital and other resources to correct these problems, including product re-engineering expenses and inventory, warranty and replacement costs. These problems might also result in claims against us by our customers or others and could harm our reputation and adversely affect future sales of our products.

Any delays for new product offerings recently announced or currently under development, including product offerings for mobile, cloud-based delivery, software delivery or any product quality issues, product defect issues or product recalls could adversely affect the market acceptance of these products, our ability to compete effectively in the market, and our reputation with our customers, and therefore could lead to decreased product sales and could harm our business. We may also experience cancellation of orders, difficulty in collecting accounts receivable, increased service and warranty costs in excess of our estimates, diversion of resources and increased insurance costs and other losses to our business or to end-user customers.

Product obsolescence or discontinuance and excess inventory can negatively affect our results of operations.

The pace of change in technology and in the release of new products has increased and is expected to continue to increase, which can often render existing or developing technologies obsolete more quickly. In addition, the introduction of new products and any related actions to discontinue existing products can cause existing inventory to become obsolete. These obsolescence issues, or any failure by us to properly anticipate product life cycles, can require write-downs in inventory value. For each of our products, the potential exists for new products to render existing products obsolete, cause inventories of existing products to increase, cause us to discontinue a product or reduce the demand for existing products.

Further, we continually evaluate our product lines both strategically and in terms of potential growth rates and margins. Such evaluations could result in the discontinuance or divestiture of those products in the future, which could be disruptive and costly and may not yield the intended benefits.

We face risks related to building platforms dependent upon adoption of third-party providers.

We have invested significant resources developing products that are dependent on the adoption of third-party unified communication as a service (UCaaS) and video conferencing as a service (VCaaS) software applications. We made the decision to be agnostic in our approach to offer customers greater choice and flexibility, while expanding our ecosystem partners and enhancing their unique value differentiation through our products. If these partners' solutions do not gain adoption and growth, it could impact the sales of our endpoint devices. If other hardware manufacturers follow the Company's strategy and enter into the market, thereby increasing competition, we could see less market demand or revenue for our products. Lastly, the third-party partners could decide to build their own hardware platforms to provide further differentiated features and choose not to work with us. We believe though that customers want the ability of choice and quality that Poly products provides.

In addition, we develop these products or make product enhancements based upon anticipated demand for new features and functionality. Our business and revenues may be harmed if: (i) the use of our agnostic platform does not occur; (ii) we do not anticipate shifts in technology appropriately or rapidly enough; (iii) the development of suitable sales channels does not occur, or occurs more slowly than expected; (iv) our products are not priced competitively or are not readily adopted; or (v) the adoption rates of the third-party software applications do not drive demand for our products as we anticipate. Although we believe increased sales of these remote working solutions will drive increased demand for our hardware and software platform products, such increased demand may not occur, or we may not benefit to the same extent as our competitors. We also may not be successful in creating demand in our installed customer base for products that we develop that incorporate these new partner platforms.

Lower than expected market acceptance of our products, price competition and other price changes would negatively impact our business.

If the market does not accept our products, particularly our new product offerings on which we are relying on for future revenues, such as product offerings for platform software, new hardware products and cloud-based delivery, our business and operating results could be harmed. Further, revenues relating to new product offerings are unpredictable and new products typically have lower gross margins for a period of time after their introduction and higher marketing and sales costs. As we introduce new products, they could increasingly become a higher percentage of our revenues. Our profitability could also be negatively affected in the future as a result of continuing competitive price pressures in the sale of UC&C solutions equipment and UC platform products. Further, in the past we have reduced prices in order to expand the market for our products, and in the future, we may further reduce prices, introduce new products that carry lower margins in order to expand the market or stimulate demand for our products, or discontinue existing products as a means of stimulating growth in a new product.

Finally, if we do not fully anticipate, understand and fulfill the needs of end-user customers in the vertical markets that we serve, we may not be able to fully capitalize on product sales into those vertical markets and our revenues may, accordingly, fail to grow as anticipated or may be adversely impacted. We face similar risks as we expand and focus our business on the SMB and service provider markets. In light of the COVID-19 there are shifts in end user needs, including for example increased work from home, tele-medicine, tele-education, and other remote services that are exacerbated in a pandemic, which may present opportunities for growth. However, if we fail to take advantage of such changes and they impact our products, we may risk missing a critical market shift.

Failure to adequately service and support our product offerings could harm our results of operations.

The increasing complexity of our products and associated technologies has increased the need for enhanced product warranty and service capabilities, including integration services, which may require us to develop or acquire additional advanced service capabilities and make additional investments. If we cannot adequately develop and train our internal support organization or maintain our relationships with our outside technical support providers, it could adversely affect our business.

In addition, sales of our immersive telepresence solutions are complex sales transactions, and the end-user customer may purchase an enhanced level of support service from us to ensure that its significant investment can be fully operational and realized. This requires us to provide advanced services and project management in terms of resources and technical knowledge of the customer’s telecommunication network. If we are unable to provide the proper level of support on a cost-efficient basis, it may cause damage to our reputation in this market and may harm our business and results of operations.

20. Delays or loss of government contracts or failure to obtain or maintain required government certifications could have a material adverse effect on our business.

We sell our products both directly and indirectly and provide services to governmental entities in accordance with certain regulated contractual arrangements. While reporting and compliance with government contracts is both our responsibility and the responsibility of our partner, a lack of reporting or compliance by us or our partners could have an impact on the sales of our products to government agencies. Further, the United States Federal government has certain certification and product requirements for products sold to them. For instance, the United States Federal government remains focused on risks specific to products and applications designed, developed, or manufactured in other countries and the potential for security vulnerabilities to be inadvertently or intentionally embedded in such products and applications. If we are unable to meet or maintain applicable certification or other requirements specified by the United States Federal government or to do so within the time frames required, or if our competitors have certifications for competitive products for which we are not yet certified, our revenues and results of operations would be adversely impacted.

21. We have incurred significant indebtedness to finance the Acquisition of Polycom, which will decrease our business flexibility and increase borrowing costs, which may adversely affect our operations and financial results.

Prior to the Acquisition of Polycom, we had $500 million in 5.50% senior unsecured notes outstanding and the ability to draw up to $100.0 million against a revolving line of credit agreement with Wells Fargo Bank, National Association. In connection with the Acquisition of Polycom, the Company (i) borrowed an additional $1.275 billion from Wells Fargo Bank, National Association, which was financed through a senior secured term loan bearing interest at LIBOR plus 2.50% maturing in July 2025 and (ii) replaced our existing revolving line of credit agreement with a secured credit facility (collectively the “Credit Agreement”) . As a result, upon completion of the Acquisition, we increased our indebtedness to an amount materially greater than historical levels. Our increased indebtedness and our higher debt-to-equity ratio have the effect, among other things, of:

- requiring us to dedicate a portion of our cash flow from operations to payments on our currently existing or future indebtedness, thereby reducing the availability of cash flow to fund working capital, capital expenditures, acquisitions, investments and other general corporate purposes;
- limiting our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate including, without limitation, restricting our ability and the ability of our subsidiaries to grant liens or enter into certain types of transactions such as sale and lease-back transactions;
- limiting our ability to borrow additional funds or to borrow funds at rates and terms we find acceptable; and
- limiting our ability to repay or refinance the then-outstanding principal balance of any debt on maturity or to repay or refinance other future indebtedness.

The results from our operations may not allow us to comply with the covenants in the debt agreements or may require us to take action to reduce our debt or to act contrary to our business objectives. A breach of our debt covenants could result in a default. This could permit the holders of such debt to accelerate such debt or demand payment in exchange for a waiver of such default. If any of our debt is accelerated, we may not have sufficient funds available to repay all or any portion of it when due. On February 20, 2020 the Company entered into an Amendment No. 2 to the Credit Agreement (the “Amendment”), by and among the Company and the financial institutions party thereto as lenders and Wells Fargo Bank, National Association to modify the covenants associated with the revolving line of credit to increase the maximum secured net leverage ratio and decrease the minimum interest coverage ratio. Our ability to comply with the covenants may be affected by events beyond our control, such as distressed and volatile financial and/or consumer markets, including due to the impact of the ongoing COVID-19 pandemic. The financial covenants set forth in the Credit Agreement are for the benefit of the revolving credit lenders only, and the Company is able to terminate the revolving credit facility without premium or penalty on three business days’ notice under the terms of the Credit Agreement. For further details see "*Item 7. Liquidity and Capital Resource."*

Our current debt under the Credit Agreement has a floating interest rate that is based on variable and unpredictable U.S. and international economic risks and uncertainties and an increase in interest rates may negatively impact our financial results. We enter into interest rate hedging transactions that reduce, but do not eliminate, the impact of unfavorable changes in interest rates. There is no guarantee that our hedging efforts will be effective or, if effective in one period will continue to remain effective in future periods.

Our Credit Agreement utilizes LIBOR to calculate the amount of accrued interest on any borrowings. Regulators in certain jurisdictions including the United Kingdom and the United States have announced the desire to phase out the use of LIBOR by the end of 2021. The transition from LIBOR to a new replacement benchmark is uncertain at this time and the consequences of such developments cannot be entirely predicted, but could result in an increase in the cost of our borrowings under our existing credit facility and any future borrowings.

In addition, the mandatory debt repayment schedule of the Credit Agreement and the maturity of our existing 5.50% Senior Notes in 2023 may negatively impact our cash position, further reduce our financial flexibility, and cause concerns with analysts and investors. Furthermore, any changes by rating agencies to our credit rating in connection with such indebtedness may negatively impact the value and liquidity of our debt and equity securities.

Should any of the risks referenced above or related risks occur, our operations and financial results may be materially negatively impacted.

22. If our own manufacturing facilities and those of our contract manufacturers, original design manufacturers, suppliers and sub-suppliers are unable or unwilling to timely deliver sufficient quantities of quality materials and components and finished products, our ability to fulfill customer demand may be adversely impacted and our growth, business, reputation and financial condition may be materially negatively affected.

We depend on manufacturing operations conducted in our own facility in Tijuana, Mexico and through contract manufacturers, original design manufactures, and suppliers to manufacture our products. Although we have contracts with contract manufacturers, original design manufactures, and suppliers, we depend on these relationships and parties to timely obtain sufficient quantities of materials and components as well as finished products of acceptable quality at acceptable prices. The Company and our contract manufacturers and original design manufacturers procure materials, components and sub-components from a long and often complex chains of sub-suppliers to assemble them into finished products. The cost, quality, and availability of the services, materials and components and finished products that our contract manufacturers, original design manufacturers, suppliers and other third parties provide are essential to our business. It is time consuming and costly to qualify parties into our supply chain, which if we fail to manage could cause delays, quality control issues, and disruption in our manufacturing. With more suppliers and locations to manage in our supply chain the complexity increases. We have in the past and may in the future continue to experience delays and increases in time to manufacture and ship our products.

We have significant reliance upon our manufacturing facility in Tijuana, Mexico which may cause disruption to the supply chain and change established supply chain relationships. We believe that a flexible supply chain allows us to effectively respond to customer demands, but it also requires continuous improvement efforts involving management, production employees, and suppliers. If we are unable to consistently execute on our strategy, our ability to respond to customer demand profitability and timely may be harmed.

Our reliance on our manufacturing facility in Tijuana, Mexico, contract manufacturers, ODMs, suppliers and other third parties involve significant risks, including the following:

- Risk of disruption by earthquakes, floods and other natural disasters, fire, power shortages, geopolitical unrest, war, terrorist attacks and other hostile acts, public health issues, epidemics or pandemics and other events beyond our control and the control of the third parties on which we depend. During the fourth quarter ended March 31, 2020, concerns related to the spread of COVID-19 began to create global business disruptions, including disruptions in our operations and creating potential negative impacts on our revenue. Disruptions include interruption in product supply, restrictions on the export or shipment of our products, temporary closure of supplier and manufacturing facilities as well as our own manufacturing facility. The extent to which COVID-19 will impact our financial results and operations is uncertain. There can be no assurance that the disruptions due to COVID-19 will be resolved in the near term at our facility in Tijuana, Mexico or in our supply chain partners. Other risks that may result from interruptions to our business due to COVID-19 are discussed in the risk factor entitled *"The recent global COVID-19 outbreak has harmed and could continue to harm our business and results of operations."*
- We rely on a significant portion of our manufacturing operations outside of the United States, which subjects us to increased risk associated with importing, tariffs, pandemics, labor regulations and regional conflicts. For example, certain products of ours have been subject to import tariffs associated with our manufacturing in Mexico and China. We have incurred increased costs to mitigate the impact of these tariffs. With the outbreak and spread of COVID 19, the temporary closure of factories, businesses, and restrictions on public movement of people and goods, resulted in a delay in production for certain components and finished goods products and may result in further delays in the future.
- Certain suppliers may become financially unstable or unwilling or unable to provide materials or components to us, resulting in us having to find new suppliers. It may take months to find and on board a new supplier and may require a redesign of our products to accommodate components from different suppliers. The Company may experience significant delays in manufacturing and delivery of our products to customers. We are unable to predict if we will be able to obtain replacement components in a reasonable time and affordable cost, if at all. The current coronavirus outbreak known as COVID 19, may result in longer periods of commercial and government restrictions, that have impacted our ability to obtain certain materials and components and to manufacture our products at our facility and our manufacturing partners.

23. We are dependent on certain sole source and limited source suppliers, including for key components, which makes us susceptible to shortages, quality issues or price fluctuations in our supply chain, and we may face increased challenges in supply chain management in the future.

We rely on suppliers for critical aspects of our business to obtain hardware components, subsystems and systems from a limited group of suppliers. Suppliers may choose not to renew their contracts with the company or to discontinue supplying materials and components or finished products to us for a variety of reasons, including conflicting demands from their other customers, availability, price, and discontinuing production of such product. A lack of viable alternative sources of materials and components or the high development costs associated with existing and emerging wireless and other technologies may require us to work with a single source of supply for certain components. We currently purchase certain integrated circuits from single or limited sources. Moreover, lead times can be particularly long, are subject to change, and availability for such components can be constrained or in limited supply. With consolidation there are also fewer components available to us. This consolidation can negatively impact our ability to access certain parts and at the prices that impact our gross margin. Companies may also elect not to continue their business relationship with us for reasons beyond our control or impose price increases that negatively impact our ability to sell our product.

To develop alternative sources for manufacturing and component supply is costly, time consuming and difficult. If we are unable to procure the components in a timely basis, we may not be able to meet our customer demands and thereby materially and adversely affect our business and operations, and as a result impact our financial condition and results of operations.

24. Managing the supply of products and component inventory is complex. Insufficient inventories may result in lost sales opportunities or delayed revenue while excess inventory may impact our gross margin.

The Company, contract manufacturers, and original design manufacturers purchase components to build products based upon our forecasts and demand for our products. In order to reduce manufacturing lead-times and plan for sufficient component supply, from time to time we will purchase components and product that are non-cancelable and non-returnable, or commit to purchase certain volumes of products.

Certain materials and components used in our products are periodically subject to supply shortages and our business is subject to delays in delivery and the risk of higher prices. During periods of high demand and supply shortages from our suppliers we may experience component shortages. We have experienced some supply shortages for components and finished goods as COVID 19 has spread as factories and businesses temporarily closed and restrictions on public movement of people and goods resulted in a delay in production for certain components and finished goods products. Any failure to obtain key components to meet our product roadmaps or customer demand may (i) require us to obtain a replacement supply of satisfactory quality which may be difficult, time-consuming, or costly, (ii) force us to redesign or end-of-life certain products, (iii) delay manufacturing, (iv) require us to make large last-time buys based on speculative long-term forecasts in excess of our short-term needs, holding materials and components or finished products in inventory for extended periods of time, or (v) being unable to meet customer demand. If we are unable to obtain components from third party suppliers in the quantities and quality that we require, on a timely basis, and at the prices required, then we may not be able to deliver our products on time, in a cost effective manner, which would harm our business.

Rapid increases in production levels to meet product demand, whether or not forecasted, could result in shipment delays, higher costs for materials and components, increased expenditures for freight to expedite delivery of required materials, late delivery penalties, and higher overtime costs and other expenses, any of which could materially negatively impact our revenues, reduce profit margins, and harm relationships with affected customers. If constraints were to occur in existing or future product lines our ability to meet demand and our corresponding ability to sell affected products may be materially reduced. Moreover, our failure to timely deliver desirable products to meet demand may harm relationships with our customers. Further, if production is increased rapidly, manufacturing yields may decrease, which may also reduce our revenues or margins.

Our inventory management systems and supply chain visibility tools may not enable us to accurately forecast and manage the supply of our products and components. If we determine that we have excess supply, we may have to reduce prices or write down inventory. Alternatively, insufficient supply levels may lead to a shortage of products to sell and less revenue.

A portion of the materials and components used in our products are provided by our suppliers on consignment. As such, we do not take title to, or risk of loss of, these materials and components until they are consumed in the production process. Our consignment agreements generally allow us to return parts in excess of maximum order quantities at the suppliers' expense. Returns for other reasons are negotiated with suppliers on a case-by-case basis and are generally immaterial. If we are required or choose to purchase all or a material portion of the consigned materials and components or if a material number of our suppliers refuse to accept orders on consignment, our inventory turn rate may decline or we could incur material unanticipated expenses, including write-downs for excess and obsolete inventory.

We have experienced and expect to continue to experience volatility in prices from our suppliers, particularly in light of price fluctuations for oil, gold, copper, and other materials and components in the U.S. and around the world, which could negatively affect our profitability or market share. If we are unable to pass cost increases on to our customers or achieve operating efficiencies that offset any increases, our business, financial condition, and results of operations may be materially negatively affected.

25. Our financial performance may be impacted if we fail to manage our channel inventory.

Our channel inventory management is complex, as we sell products through our global channel network which includes distributors, direct and indirect resellers, network and systems integrators, service providers, wireless carriers, and mass merchants. The Company must manage both Company owned and channel inventory effectively, particularly with respect to sales to distributors, which involves forecasting demand, pricing challenges, and analyzing point of sales information regarding sales to resellers and end users that our channel partners provide. Our forecasts may not accurately predict demand, and distributors may increase orders during periods of product shortages, or in limited cases, may cancel orders or delay orders in anticipation of new products. Distributors also may adjust their orders in response to the supply of our products and the products of our competitors and seasonal fluctuations in end-user demand. The Company's reliance upon our global channel network may reduce our visibility into inventory quantities, demand and pricing trends, and therefore make forecasting more difficult. If we have excess or obsolete inventory, we may need to reduce our prices and write down inventory. In addition, factors in different markets may cause differential discounting between the geographies where our products are sold, which makes it difficult to achieve global consistency in pricing and creates the opportunity for grey market sales.

26. Our new and evolving service offerings are strategically important to our future growth and profitability and our business may be harmed or our revenues and profitability materially hurt if we fail to successfully bring new offerings to market.

Our future growth and profitability are tied to our ability to successfully bring to market new and innovative services offerings like Poly Lens, our cloud management and insights solution. We are investing significant time, resources and money into our services offerings without expectation that they will provide material revenue in the near term and without any assurance they will succeed. Moreover, we expect that as we continue to explore, develop and refine new offerings they will continue to evolve, may not generate sufficient interest by end customers, may create channel conflicts with our existing hardware distribution partners, and we may be unable to compete effectively, generate significant revenues or achieve or maintain acceptable levels of profitability.

Additionally, our experience with cloud services offerings is limited. We are also substantively reliant on third party service providers for significant aspects of our offerings and over whom we have little or no market power regarding pricing, support, service levels and compliance. If we do not successfully execute our cloud strategy or anticipate the needs of our customers, our credibility as a cloud services provider could be questioned and our prospects for future revenue growth and profitability may never materialize.

Moreover, if our new and evolving business model offerings achieve market acceptance, differences in revenue recognition treatment may cause short-term revenue declines or increase expenditures for operational, administrative and technical support.

Accordingly, if we fail to successfully launch, manage and maintain our new and evolving services offerings future revenue growth and profitability may be limited and our business significantly harmed.

27. Our business could be negatively impacted if we lose the benefit of the services of key personnel or if we fail to attract, motivate and retain talented new personnel.

Our success depends to a large extent upon the services of a limited number of executive officers and other key employees. The loss of the services of one or more of our executive officers or key employees, whether or not anticipated, could negatively impact our business, financial condition, and results of operations. We also believe that our future success will depend in large part upon our ability to attract, motivate and retain highly skilled technical, management, sales, and marketing personnel. Competition for such personnel is intense and the salary, benefits and other costs to employ the right personnel may make it difficult to achieve our financial goals. Consequently, we may not be successful in attracting, motivating and retaining such personnel, and our failure to do so could have a negative effect on our business, operating results, or financial condition.

28. Our ability to process purchase orders and ship products in a timely manner depends on our information technology (IT) systems and performance of the systems and processes of third parties such as our suppliers, manufacturers, customers or other partners, as well as the interfaces between our systems and the systems of such third parties.

Some of our business processes depend upon our IT systems, the systems and processes of third parties, and the interfaces of our systems with the systems of third parties. For example, our order entry system feeds information into the systems of our manufacturing systems, which enables us and our supply chain to build and ship products. If these systems fail or are interrupted, our processes may operate at a diminished level or not at all. This could negatively impact our ability to ship products or otherwise operate our business, and our financial results could be harmed. Any systems failure or interruptions during the transition may impair communications with our manufacturers and customers, and, therefore, adversely affect our ability to build and ship our products. If our systems, the systems and processes of those third parties, or the interfaces between them experience delays or fail, our business processes and our ability to build and ship products could be impacted, and our financial results could be harmed.

29. As we focus on growth opportunities, we are divesting or discontinuing non-strategic product categories and pursuing strategic acquisitions and investments, which could have an adverse impact on our business.

We continue to review our product portfolio and address our non-strategic product categories and products through various options including divestiture and cessation of operations like the sale of our consumer gaming assets under the RIG brand in 2020 and our Clarity division in 2017. If we are unable to execute divestitures on favorable terms or if realignment is costlier or more distracting than we expect or has a negative effect on our organization, employees and retention, then our business and operating results may be adversely affected. Discontinuing products with service components may also cause us to continue to incur expenses to maintain services within the product life cycle or to adversely affect our customer and consumer relationships and brand. Divestitures may also involve warranties, indemnification or covenants that could restrict our business or result in litigation, additional expenses or liabilities. In addition, discontinuing product categories, even categories that we consider non-strategic, reduces the size and diversification of our business and causes us to be more dependent on a smaller number of product categories.

As we attempt to grow our business in strategic product categories and emerging market geographies, we will continue to consider growth through acquisitions or investments like the Acquisition of Polycom as well as joint ventures. We will evaluate acquisition opportunities that could provide us with additional product or service offerings or with additional industry expertise, assets and capabilities. Such endeavors and acquisitions will involve significant risks and uncertainties which may include:

- distraction of management from current operations;
- greater than expected liabilities and expenses;

- inadequate return on capital;
- insufficient sales and marketing expertise requiring costly and time-consuming development and training of internal sales and marketing personnel as well as new and existing distribution channels;
- certain structures such as joint ventures may limit management or operational control because of the nature of their organizational structures;
- difficulties integrating acquired operations, products, technology, internal controls, personnel and management teams;
- dilutive issuances of our equity securities and incurrence of debt;
- litigation;
- prohibitive or ineffective intellectual property rights or protections;
- unknown market expectations regarding pricing, branding and operational and logistical levels of support;
- uncertain tax, legal and other regulatory compliance obligations and consequences;
- new and complex data collection, maintenance, privacy and security requirements; and
- other unidentified issues not discovered in our investigations and evaluations.

Moreover, any acquisitions may not be successful in achieving our desired strategic, product, financial or other objectives or expectations, which would also cause our business to suffer. Opposition to one of more acquisitions could lead to negative ratings by analysts or investors, give rise objections by one or more stockholders or result in shareholder activism, any of which could harm our stock price. (See the risk factor, "*Our business could be negatively affected as a result of stockholder activism, and such stockholder activism could impact the trading price and volatility of our common stock*" below). Acquisitions can also lead to large non-cash charges that can have a negative impact on our results of operations as a result of write-offs for items such as future impairments of intangible assets and goodwill or the recording of stock-based compensation.

30. Our business could be negatively affected as a result of stockholder activism, and such stockholder activism could impact the trading price and volatility of our common stock.

We may be the target of strategic or competitive buyers, private equity investors and activist stockholders from time to time. Responding to actions by potential buyers, investors and activist stockholders, such as public proposals and requests for special meetings, potential nominations of candidates for election to our board of directors, requests to pursue a strategic combination or other transaction, or other special requests, is costly and time-consuming, disrupts our operations and divert the attention of management and our employees. Additionally, perceived uncertainties as to our future direction or changes to the composition of our board may be exploited by our competitors, cause concern to our current or potential customers and partners and make it more difficult to attract and retain qualified personnel. Such uncertainties may adversely impact our business and future financial results. In addition, our stock price may experience periods of increased volatility as a result of stockholder activism, that do not necessarily reflect the underlying fundamentals and prospects of our business.

31. We are regularly subject to a wide variety of litigation including commercial and employment litigation as well as claims related to alleged defects in the design and use of our products.

We are regularly subject to a wide variety of litigation including claims, lawsuits, and other similar proceedings involving our business practices and products including product liability claims, labor and employment claims, and commercial disputes. The number and significance of these disputes and inquiries have increased as we have grown larger, our business has expanded in scope and geographic reach, and our products and services have increased in complexity.

For instance, we have been sued by employees regarding our employment practices and business partners regarding contractual rights and obligations. Efforts to consolidate operations subsequent to the acquisitions such as our Acquisition of Polycom in July 2018 through reductions in force, rationalization of sales channels, and vendor and supplier reductions increase the likelihood of litigation and the diversion of management time and energy. We have also been sued by a competitor, GN Netcom, Inc., regarding alleged violations of certain laws regulating competition and business practices, which lawsuit is more specifically described in Part II, Item 8, Note 9 (*Commitments and Contingencies*) of this Annual Report on Form 10-K. Should GN's appeal be successful, in whole or in part, we could be required to incur additional litigation fees and expenses, be subject to material damages and penalties and management's attention could be diverted, all of which could materially harm our results of operations.

Frequently, the outcome and impact of any claims, lawsuits, and other similar proceedings cannot be predicted with certainty. Moreover, regardless of the outcome such proceedings can have an adverse impact on us because of legal costs, diversion of management resources, and other factors. Determining reserves for our pending litigation is a complex, fact-intensive process that is subject to judgment. It is possible that a resolution of one or more such proceedings could require us to make substantial payments to satisfy judgments, penalties or to settle claims or proceedings, any of which could harm our business. These proceedings could also result in reputational harm, sanctions, consent decrees, or orders preventing us from offering certain products, or services, or requiring a change in our business practices in costly ways. Any of these consequences could materially harm our business.

32. Our intellectual property rights could be infringed on by others, and we may infringe on the intellectual property rights of others resulting in claims or lawsuits. Even if we prevail, claims and lawsuits are costly and time consuming to pursue or defend and may divert management's time from our business.

Our success depends in part on our ability to protect our copyrights, patents, trademarks, trade dress, trade secrets, and other intellectual property, including our rights to certain domain names. We rely primarily on a combination of nondisclosure agreements and other contractual provisions as well as patent, trademark, trade secret, and copyright laws to protect our proprietary rights. Effective protection and enforcement of our intellectual property rights may not be available in every country in which our products and media properties are distributed to customers. The process of seeking intellectual property protection can be lengthy, expensive, and uncertain. Patents may not be issued in response to our applications, and any that may be issued may be invalidated, circumvented, or challenged by others. If we are required to enforce our intellectual property rights through litigation, the costs and diversion of management's attention could be substantial. Furthermore, we may be countersued by an actual or alleged infringer if we attempt to enforce our intellectual property rights, which may materially increase our costs, divert management attention, and result in injunctive or financial damages being awarded against us. In addition, existing patents, copyright registrations, trademarks, trade secrets and domain names may not provide competitive advantages or be adequate to safeguard and maintain our rights. If it is not feasible or possible to obtain, enforce, or protect our intellectual property rights, our business, financial condition, and results of operations could be negatively affected.

Patents, copyrights, trademarks, and trade secrets are owned by third parties that may make claims or commence litigation based on allegations of infringement or other violations of intellectual property rights. These claims or allegations may relate to intellectual property that we develop or that is incorporated in the materials or components provided by one or more suppliers. As we have grown, intellectual property rights claims against us and our suppliers have increased. There has also been a general trend of increasing intellectual property infringement claims against corporations that make and sell products. Our products, technologies and the components and materials contained in our products may be subject to certain third-party claims and, regardless of the merits of the claim, intellectual property claims are often time-consuming and expensive to litigate, settle, or otherwise resolve. Many of our agreements with our distributors and resellers require us to indemnify them for certain third-party intellectual property infringement claims. To the extent claims against us or our suppliers are successful, we may have to pay substantial monetary damages or discontinue the manufacture and distribution of products that are found to be in violation of another party's rights. We also may have to obtain, or renew on less favorable terms, licenses to manufacture and distribute our products or materials or components included in those products, which may significantly increase our operating expenses. Discharging our indemnity obligations may involve time-consuming and expensive litigation and result in substantial settlements or damages awards, our products being enjoined, and the loss of a distribution channel or retail partner, any of which may have a negative impact on our operating results.

33. We are subject to other legal and compliance risks that could have a material impact on our business.

In foreign countries where we have operations, there are risks that our employees, contractors or agents could engage in business practices prohibited by U.S. laws and regulations applicable to us, such as the Foreign Corrupt Practices Act, or the laws and regulations of other countries, such as the UK Bribery Act. We maintain a global policy prohibiting such business practices and have in place a global anti-corruption compliance program designed to require compliance with, and uncover violations of, these laws and regulations. Nonetheless, we remain subject to risk that one or more of our employees, contractors or agents, including those located in or from countries where practices that may violate U.S. laws and regulations or the laws and regulations of other countries may be customary, will engage in business practices that are prohibited by our policies, circumvent our compliance programs and, by doing so, violate such laws and regulations. Any such violations, even if prohibited by our internal policies, could adversely affect our business or financial performance and our reputation.

34. We must comply with various regulatory requirements, and changes in or new regulatory requirements that may adversely impact our gross margins, reduce our ability to generate revenues if we are unable to comply, or decrease demand for our products if the actual or perceived technical quality of our products are negatively impacted.

Our products must meet existing and new requirements set by regulatory authorities in each jurisdiction in which we sell them. For example, certain of our products must meet local phone system standards and certain of our wireless products must work within existing permitted radio frequency ranges.

As regulations and local laws change, new regulations are enacted, and competition increases, we may need to modify our products to address those changes, increasing the costs to design, manufacture, and sell our products, and thereby decreasing our margins or demand for our products if we attempt to pass along the costs. Regulations may also negatively affect our ability to procure or manufacture raw materials and components necessary for our products. Compliance with regulatory restrictions may impact the actual or perceived technical quality and capabilities of our products, reducing their marketability. In addition, if the products we supply to various jurisdictions fail to comply with the applicable local or regional regulations, if our customers or merchants transfer products into unauthorized jurisdictions or our products interfere with the proper operation of other devices, we or end users purchasing our products may be responsible for the damages that our products cause; thereby causing us to alter the performance of our products, pay substantial monetary damages or penalties, cause harm to our reputation, or cause other adverse consequences.

35. Our success depends upon our ability to effectively plan, manage our resources and restructure our business through fluctuating economic and market conditions, and such actions may have an adverse effect on our financial and operating results.

Our success depends on our ability to offer our products and services in a rapidly evolving market and requires effective planning, forecasting, and management to enable us to scale effectively and adjust our business and business models in response to fluctuating market opportunities and conditions. We could also be adversely affected if we have not appropriately prioritized and balanced our initiatives or if we are unable to effectively manage change throughout our organization.

From time to time, we increase investment in our business by, for example, increasing headcount, acquiring companies, and investing more into R&D, sales and marketing, and other parts of our business. Conversely, the Company may restructure our organization to align our workforce and increase operational efficiencies. This includes workforce reductions and contract terminations. For example, we assess our operating performance against our operating goals, evaluate opportunities for improvement, and ability to further align our workforce. Some of our expenses are fixed costs that cannot be rapidly or easily adjusted in response to business fluctuations. Changes in the size, alignment or organization of our workforce, including sales account coverage, have adversely affected our ability to develop and deliver products and services as planned or impair our ability to realize our current or future business and financial objectives. Further, our ability to achieve the anticipated cost savings and other benefits from our restructuring initiatives within the expected time frame is subject to many estimates and assumptions. These estimates and assumptions are subject to significant economic, competitive and other uncertainties, some of which are beyond our control. If these estimates and assumptions are incorrect, if we are unsuccessful at implementing changes, or if other unforeseen events occur, our business and results of operations could be negatively impacted.

36. We are exposed to differences and frequent fluctuations in foreign currency exchange rates, which may adversely affect our revenues, gross profit, and profitability.

Fluctuations in foreign currency exchange rates impact our revenues and profitability because we report our financial statements in U.S. Dollars (“USD") and purchase a majority of our component parts from our supply chain in USD, whereas a significant portion of our sales are transacted in other currencies, particularly the Euro and the British Pound Sterling ("GBP"). If the USD strengthens further, it could further harm our financial condition and operating results in the future. Furthermore, fluctuations in foreign currency rates impact our global pricing strategy, which may result in our lowering or raising selling prices in one or more currencies to minimize disparities with USD prices and to respond to currency-driven competitive pricing actions. Should the dollar remain strong or strengthen further against foreign currencies, principally the Euro and the GBP, we may be compelled to raise prices for customers in the affected regions. Price increases may be unacceptable to our customers who could choose to replace our products with less costly alternatives in which case our sales and market share could be adversely impacted. If we reduce prices to stay competitive in the affected regions, our profitability may be harmed.

Large or frequent fluctuations in foreign currency rates, coupled with the ease of identifying global price differences for our products via the Internet, increases pricing pressure and allows unauthorized third party “grey market” resellers to take advantage of price disparities, thereby undermining our premium brand image, established sales channels, and support and operations infrastructure. We also have significant manufacturing operations in Mexico and fluctuations in the Mexican Peso exchange rate can impact our gross profit and profitability. Additionally, the majority of our suppliers are located internationally, principally in Asia, and volatile or sustained increases or decreases in exchange rates between the U.S. Dollar and Asian currencies may result in increased costs or reductions in the number of suppliers qualified to meet our standards.

Although we hedge currency exchange rate exposures we deem material, changes in exchange rates may nonetheless still have a negative impact on our financial results. Among the factors that may affect currency values are trade balances, the level of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation, decisions and actions of central banks and political developments.

We hedge a portion of our Euro and GBP forecasted revenue exposures for the future, typically over 12-month periods. In addition, we hedge a portion of our Mexican Peso forecasted cost of revenues and maintain foreign currency forward contracts denominated in Euros, GBP, Australian and Canadian Dollars that hedge against a portion of our foreign-currency denominated assets and liabilities. Our foreign currency hedging contracts reduce, but do not eliminate, the impact of currency exchange rate movements, particularly if the fluctuations are significant or sustained, and we do not execute hedging contracts in all currencies in which we conduct business. There is no assurance that our hedging strategies will be effective. Additionally, even if our hedging techniques are successful in the periods during which the rates are hedged, our future revenues, gross profit, and profitability may be negatively affected both at current rates and by adverse fluctuations in currencies against the USD. See Item 7A for further quantitative information regarding potential foreign currency fluctuations.

37. Our corporate re-branding could cause confusion and harm our reputation, harming our business and results of operations.

In March 2019 we announced the re-branding of our company as "Poly." As part of the effort, we adopted a new corporate brand identity and began efforts to promote the relaunch of the combined company. As we adopt and advertise our new brand, our customers, suppliers and the marketplace in general may not embrace the change, or it may cause confusion or it may take time to rebuild our reputation, name recognition and goodwill with our customers, suppliers and end users. Moreover, our re-branding may adversely impact our ability to import and export products into one of more jurisdictions or create uncertainty with our customers (particularly with their ordering and accounts payable processes), which could harm our sales or delay our collections, thereby adversely affecting our business, financial condition or results of operations.

38. The success of our business depends heavily on our ability to effectively market our products, and our business could be materially adversely affected if markets do not develop as expected or we are unable to compete successfully.

We regard the markets for UC&C video and audio products as significant long-term opportunities. We believe the implementation of UC&C technologies by large enterprises will be a significant long-term driver of UC&C product adoption, and, as a result, a key long-term driver of our revenue and profit growth. Accordingly, we continue to invest in the development of new products and enhance existing products to be more appealing in functionality and design for the UC&C market; however, there is no guarantee significant UC&C growth will occur, when it might occur, how competitors and partners may impact the development of the markets for UC&C products as they evolve or that we will successfully take advantage of opportunities in the UC&C markets if they do occur.

Our ability to realize and achieve positive financial results from Enterprise product sales, and UC&C sales in particular, could be adversely affected by a number of factors, including the following:

- as UC&C becomes more widely adopted, competitors may offer solutions that effectively commoditize our headsets, which, in turn, may pressure us to reduce the prices of one or more of our products;
- major platform providers may increase certification programs that drive certain software services and endpoint management towards their products and services, thereby limiting our ability to compete in certain markets;
- the market success of major platform providers and strategic partners such as Microsoft and Zoom, and our influence over such providers with respect to the functionality of their platforms and product offerings, their rate of deployment, their certification requirements, and their willingness to integrate their platforms and product offerings with our solutions, is limited. For example, Microsoft's decision to transition from Lync to Skype for Business in early fiscal year 2016, and most recently from Skype for Business to Teams has proved to be a significant market transition that caused end customers to pause their deployment schemes or schedules while they assessed the implications of Microsoft's decision;
- failure to timely introduce solutions that are cost effective, feature-rich, stable, durable, and attractive to customers within forecasted development budgets;
- failure to successfully implement and execute new and different processes involving the design, development, and manufacturing of complex electronic systems composed of hardware, firmware, and software that works seamlessly and continuously in a wide variety of environments with multiple devices;
- failure of UC&C solutions generally, or our solutions in particular, to be adopted with the breadth and speed we anticipate. For example, concerns about data privacy and the security of information and data stored over the Internet and wireless security in general, each of which is further enabled by UC&C solutions, including our products, have caused entities in various markets to reassess the data protection compliance and security safeguards of our devices;
- failure of our sales model and expertise to support complex integration of hardware and software with UC&C infrastructure consistent with changing customer expectations;
- increased competition for market share, particularly given that some competitors have superior technical and economic resources enabling them to take greater advantage of market opportunities;
- sales cycles for more complex UC&C deployments are longer as compared to our traditional products;
- our inability to timely and cost-effectively adapt to changes and future business requirements may impact our profitability in this market and our overall margins; and
- failure to expand our technical support capabilities to support the complex and proprietary platforms in which our products are and will be integrated as well as increases in our support expenditures over time.

If our investments in, and strategic focus on, enterprise products and UC&C products in particular, do not generate incremental revenue, our business, financial condition, and results of operations could be negatively affected.

39. A significant amount of our revenues are generated, and the majority of our product manufacturing and packaging occurs internationally, which subjects our business to risks of international sales, operations and trade.

International sales and manufacturing, marketing and sales expenses represent a significant portion of our revenues and operating expenses. In fiscal year 2020, international revenues represented 52% of our total revenues. International sales and operations are subject to certain inherent risks, which would be amplified if our international business grows as anticipated, including the following:

- recent economic sanctions imposed, and the potential for additional economic sanctions, by the United States as well as the actual and threatened retaliatory responses by impacted nations, some of which may affect or materially delay our ability to import or sell all or a portion of our products into impacted countries;
- adverse economic conditions in international markets, such as the restricted credit environment and sovereign credit concerns in E&A and reduced government spending and elongated sales cycles;
- information technology security, environmental and trade protection measures and other legal, regulatory and compliance obligations, some of which may result in fines, penalties and other legal sanctions or affect our ability to import our products, to export our products from, or sell our products in various countries where we are deemed to be in violation of our legal or contractual obligations;
- the impact of government-led initiatives to encourage the purchase of products from domestic vendors or discourage relationships with certain entities, which can affect the willingness of customers or partners to purchase products from, or collaborate to promote interoperability of products with, companies headquartered in the United States;
- unstable or uncertain political and economic situations such as the United Kingdom's decision to leave the European Union commonly referred to as Brexit;
- the impact of changes in our international operations, including changes in key personnel;
- compliance with global anti-corruption laws such at the United States' Foreign Corrupt Practices Act and United Kingdom's Bribery Act, which may be exacerbated by cultural differences in the conduct of business in various regions;
- foreign currency exchange rate fluctuations, including the recent volatility of the U.S. dollar, and the impact of our underlying hedging programs;
- reduced intellectual property rights protections in some countries;
- unexpected changes in regulatory requirements and tariffs;
- longer payment cycles, greater difficulty in accounts receivable collection and longer collection periods; and
- changes in tax law or interpretations thereof that could lead to potentially adverse tax consequences, such as legislation on revenue and expense allocations and transfer pricing among the Company's subsidiaries.

Government policies on international trade and investments such as import quotas, capital controls, taxes or tariffs, whether adopted by individual governments or regional trade blocs, can delay or prohibit the import or export of our products, affect demand for our products and services, impact the competitiveness of our products or prevent us from manufacturing or selling products in certain countries. The implementation of more restrictive trade policies, including the imposition of tariffs, the imposition of more restrictive trade compliance measures, or the renegotiation of existing trade agreements by the U.S. or by countries where we sell our products and services or procure supplies and other materials incorporated into our products, including in connection with the U.S. and Mexico border crisis, the increasing trade tensions and tariffs with China and Chinese threats of retaliation, and the U.K.'s pending withdrawal from the EU, could negatively impact our business.

Furthermore, international revenues may fluctuate as a percentage of total revenues in the future as we introduce new products. These fluctuations are primarily the result of our practice of introducing new products in North America first and the additional time and costs required for product homologation and regulatory approvals of new products in international markets. To the extent we are unable to expand international sales in a timely and cost-effective manner, our business could be harmed. We may not be able to maintain or increase international market demand for our products.

40. Cyber attacks on our networks, actual or perceived security vulnerabilities in our products and services, physical intrusion into our facilities, and loss of critical data and proprietary information could have a material negative impact on our business and results of operations.

In the current environment, there are numerous and evolving security risks including cybersecurity and privacy, criminal hackers, state-sponsored intrusions, industrial espionage, employee malfeasance, and human or technological error. Computer hackers and others routinely attempt to breach the security of technology products, services, and systems such as ours, and those of customers, partners, third-parties' contractors and vendors, and some of those attempts may be successful. We are not immune to these types of intrusions.

Our products, services, network systems, and servers may store, process or transmit proprietary information and sensitive or confidential data, including valuable intellectual property and personal information, of ours and of our employees, customers, partners and other third parties. Our customers rely on our technologies for the secure transmission of such sensitive and confidential information in the conduct of their business. We are also subject to existing and proposed laws and regulations, as well as government policies and practices, related to cybersecurity, privacy and data protection worldwide.

Although we take physical and cybersecurity seriously and devote significant resources and deploy protective network security tools and devices, data encryption and other security measures to prevent unwanted intrusions and to protect our systems, products and data, we have and will continue to experience attacks of varying degrees in the conduct of our business. Cyber attackers tend to target the most popular products, services and technology companies, which can include our products, services or networks. As a result, our network is subject to unauthorized access, viruses, embedded malware and other malicious software programs. In addition, outside parties may attempt to fraudulently induce employees or customers to disclose information in order to gain access to our employee, vendor or customer data. Unauthorized access to our network, data or systems could result in disclosure, modification, misuse, loss, or destruction of company, employee, customer, or other third party data or systems, the theft of sensitive or confidential data including intellectual property and business and personal information, system disruptions, access to our financial reporting systems, operational interruptions, product or shipment disruptions or delays, and delays in or cessation of the services we offer.

Any breaches or unauthorized access could ultimately result in significant legal and financial exposure, litigation, regulatory and enforcement action, and loss of valuable company intellectual property. Affected parties or government authorities could initiate legal or regulatory actions against us in connection with any security breaches or improper disclosure of data, which could cause us to incur significant expense and liability or result in orders or consent decrees forcing us to modify our business practices. Such breaches could also cause damage to our reputation, impact the market's perception of us and of the products and services that we offer, and cause an overall loss of confidence in the security of our products and services, resulting in a negative impact on our business, revenues and results of operations, as well as customer attrition.

In addition, the cost and operational consequences of investigating, remediating, eliminating and putting in place additional information technology tools and devices designed to prevent actual or perceived security breaches, as well as the costs to comply with any notification obligations resulting from such a breach, could be significant and impact margins. Further, due to the growing sophistication of the techniques used to obtain unauthorized access to or to sabotage networks, systems, or our products, which change frequently and often are not detected immediately by existing anti-virus and other detection tools, we may be unable to anticipate these techniques or to implement adequate preventative measures. We can make no assurance that we will be able to detect, prevent, timely and adequately address or mitigate such cyber attacks or security breaches.

Other risks that may result from interruptions to our business due to cyber attacks are discussed in the risk factor entitled "*Business interruptions could adversely affect our operations*."

41. Regulation and unauthorized disclosure of customer, end-user, business partner and employee data could materially harm our business and subject us to significant reputational, legal and operational liabilities.

We are subject to an innumerable and ever-increasing number of global laws relating to the collection, use, retention, security, and transfer of personally identifiable information about our customers, end-users of our products, business partners and employees globally. Data protection laws may be interpreted and applied inconsistently from country to country and often impose requirements that are inconsistent with one another. In many cases, these laws apply not only to third-party transactions, but also to transfers of information internally and by and between us and other parties with whom we have commercial relations. These laws continue to develop in ways we cannot predict and may materially increase our cost of doing business, particularly as we expand the nature and types of products and services we offer including, without limitation, our software-as-a-service.

Regulatory scrutiny of privacy, data protection, use of data and data collection is increasing on a global basis. Complying with these varying requirements could cause us to incur substantial costs or require us to change our business practices in a manner adverse to our business and violations of privacy-related laws can result in significant damages, fines and penalties. For instance, in Europe, the General Data Protection Regulation ("GDPR") was adopted in 2016 and became fully effective on May 25, 2018 and the California Consumer Privacy Act was enacted on June 28, 2018 and became fully effective on January 1, 2020.

Privacy laws may affect our ability to reach current and prospective customers, to respond to both enterprise and individual customer requests under the laws (such as individual rights of access, correction, and deletion of their personal information), and to implement our business models cost effectively.

Complying with privacy laws, regulations, or other obligations relating to privacy, data protection, or information security have caused and will continue to cause us to incur substantial operational costs and may require us to periodically modify our data handling practices. Moreover, compliance may impact demand for our offerings and force us to bear the burden of more onerous obligations in our contracts. Non-compliance could result in proceedings against us by governmental entities or others, could result in substantial fines or other liability, and may otherwise impact our business, financial condition and operating results.

In addition, compliance with these laws may restrict our ability to provide services our customers, business partners and employees find valuable. A determination that there have been violations of privacy laws relating to our practices could expose us to significant damage awards, fines and other penalties that could, individually or in the aggregate, materially harm our business and subject us to reputational, legal and operational liabilities.

We post on our websites our privacy policies and practices concerning the collection, use and disclosure of personal data. Any failure, or perceived failure, by us to comply with our posted policies or with any regulatory requirements or orders or other domestic or international privacy or consumer protection-related laws and regulations could result in proceedings or actions against us by governmental entities or others (e.g., class action litigation), subject us to significant penalties and negative publicity, require us to change our business practices, increase our costs and adversely affect our business. Data collection, privacy and security have become the subject of increasing public concern. If customers or end users were to reduce their use of our products and services as a result of these concerns, our business could be harmed. As noted above, we are also subject to the possibility of security breaches, which themselves may result in a violation of these laws.

42. We are subject to environmental laws and regulations that expose us to a number of risks and could result in significant liabilities and costs.

We are subject to various federal, state, local, and foreign environmental laws and regulations, including those governing the use, discharge, and disposal of hazardous substances in the ordinary course of our manufacturing processes or the recycling of all or a portion of the components of our products. It is possible that future environmental legislation may be enacted or current environmental legislation may be interpreted in any given country in a manner that creates environmental liability with respect to our facilities, operations, or products. We may also be required to implement new or modify existing policies, processes and procedures to meet such environmental laws. Although our management systems are designed to maintain compliance, we cannot assure you that we have been or will be at all times in complete compliance with such laws and regulations. If we violate or fail to comply with any of them, a range of consequences could result, including fines, import/export restrictions, sales limitations, criminal and civil liabilities or other sanctions. To the extent any new or modified policies, processes or procedures are difficult, time-consuming or costly to implement. we may incur claims for environmental matters exceeding reserves or insurance for environmental liability, our operating results could be negatively impacted

43. Our largest stockholder has interests which may differ from those of our other stockholders, and sales by that shareholder into the market could impact the price of our common stock.

As a consequence of our Acquisition of Polycom, we issued approximately 6.352 million shares of our common stock to Triangle Private Holdings II, LLC ("Triangle"), an entity indirectly controlled by Siris Capital Group, LLC ("Siris"), which, at such time, was equivalent to approximately 16% of our issued and outstanding shares. In addition, we entered into a Stockholder Agreement on July 2, 2018 (the “Stockholder Agreement”) with Triangle pursuant to which we appointed two individuals selected by Triangle to our board of directors. On February 10, 2020, the board of directors of the Company approved an amendment (the “Amendment”) to the Stockholder Agreement that provides that Siris and its affiliates may purchase additional shares of the Company’s common stock in open market transactions, including broker transactions or block trades, so long as immediately following any such purchase, Siris’ percentage ownership interest in the Company does not exceed 19.99%. Any shares so purchased will be deemed “Shares” under the Stockholder Agreement and Siris may request that the Company register such shares. The Amendment also provides that any such shares purchased shall be subject to a restriction on sale until the two (2) year anniversary of the date of the Stockholder Agreement. As a result of various open market and broker transactions made on February 24 and 25, 2020, Triangle purchased an additional 750,000 shares of the Company's common stock, increasing the beneficial ownership to 17.8% (based on the number of outstanding shares at such time).

The shares of our common stock issued to Triangle as a result of the Polycom Acquisition and the additional purchases made in February 2020 has and will continue to dilute our earnings per share and has made Triangle our largest single stockholder. The interests of Triangle, Siris and its other affiliated entities and individuals may differ from the interests of other holders of our common stock. Siris also holds, or in the future may hold, interests in other companies, that may compete with us, and the director representatives of Triangle are generally not required to present to us corporate opportunities such as potential acquisitions or new clients.

Triangle is permitted to sell up to one-third of our shares issued pursuant to the Acquisition on July 2, 2019, up to two-thirds of their shares as of January 2, 2020 and all of the shares after July 2, 2020. The average daily trading volume of our stock is limited, and any resale of the shares held by Triangle will increase the number of shares of our common stock available for public trading, which may depress the price of our stock. Additionally, the sale by Triangle or their successors of all or a substantial portion of the shares in the public market, or the perception that such sales may occur, could impact the price of our common stock.

44. We cannot guarantee we will continue to repurchase our common stock pursuant to stock repurchase programs or that we will pay dividends at historic rates or at all.

We have a history of recurring stock repurchase programs and payment of quarterly dividends. On April 15, 2020, the board of directors of the Company voted to suspend payment of quarterly dividends. Any determination to resume payments of pay cash dividends at recent rates or at all, or authorization or continuance of any share repurchase programs is contingent on a variety of factors, including our financial condition, results of operations, business requirements, and our board of directors' continuing determination that such dividends or share repurchases are in the best interests of our stockholders and in compliance with all applicable laws and agreements.

Failure to repurchase stock or pay cash dividends, or defer debt repayments could cause the market price of our common stock to decline. The discontinuance of, or lack of activity to repurchase stock or pay a dividend could also result in a lower market price of our common stock.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our principal executive offices are located in Santa Cruz, California which provides 151,535 square feet of available space. We also own one building in Tijuana, Mexico with 792,304 square feet of space used for Engineering, Assembly, Administration, Logistic and Distribution Center, Design Center, Call Center, and Technical Assistance Center ("TAC"). Additionally, we own a building in Hoofddorp, Netherlands with 38,007 square feet of space used for Executive Briefing Center, Sales, Marketing, Administration, and TAC. We lease and sublease office space in the Americas, which is comprised of the United States and Mexico; EMEA, which is comprised of Europe, the Middle East and Africa; and Asia Pacific, which is comprised of China, India, Thailand and Singapore. The following table presents the location and square footage of our leased office space as of March 28, 2020:

Location	Square footage
Americas	590,271
EMEA	113,038
Asia Pacific	315,473
Total	1,018,782

We believe our existing facilities, including both owned and leased properties, are in good condition and suitable for our current business needs. We also believe that our future growth can be accommodated by our current facilities or by leasing additional space if necessary.

ITEM 3. LEGAL PROCEEDINGS

We are presently engaged in various legal actions arising in the normal course of business. We believe that it is unlikely that any of these actions will have a material adverse impact on our operating results; however, because of the inherent uncertainties of litigation, the outcome of any of these actions could be unfavorable and could have a material adverse effect on our financial condition, results of operations or cash flows. For additional information about our material legal proceedings, please see Note 9, *Commitments and Contingencies*, of the accompanying Notes to Consolidated Financial Statements.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER REPURCHASES OF EQUITY SECURITIES

Market Information

Our common stock is publicly traded on the New York Stock Exchange ("NYSE") under the symbol “PLT”.

Holder of Common Stock

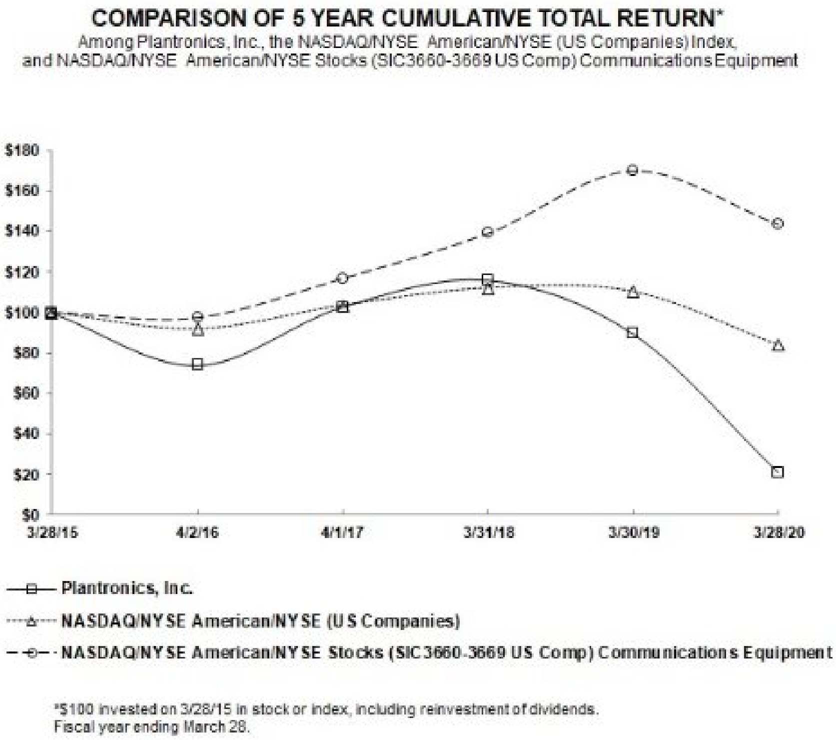
As of June 3, 2020, there were approximately 45 holders of record of our common stock. Because many of our shares of common stock are held by brokers and other institutions on behalf of beneficial owners, we are unable to estimate the total number of beneficial owners, but we believe it is significantly higher than the number of record holders.

Stock Performance

The graph below compares the annual percentage change in the cumulative return to the stockholders of our common stock with the cumulative return of the NYSE Stock Market Index and a peer group index for the period commencing on the morning of March 28, 2015 and ending on March 28, 2020. The information contained in the performance graph shall not be deemed to be "soliciting material" or be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Exchange Act, except to the extent that we specifically incorporate it by reference into such filing.

The graph assumes that $100 was invested on the morning of March 28, 2015 in our common stock (based on price at the close of trading on March 28, 2015) and in each index (based on prices at the close of trading on March 27, 2015), and that dividends, if any, were reinvested. The measurement date used for our common stock is the last day of our fiscal year for each period shown.

Past performance is no indication of future value, and stockholder returns over the indicated period should not be considered indicative of future returns.



	Fiscal Years Ended					
	March 28, 2015	April 2, 2016	April 1, 2017	March 31, 2018	March 30, 2019	March 28, 2020
Plantronics, Inc.	$ 100.00	$ 73.86	$ 102.78	$ 116.04	$ 89.56	$ 21.00
NASDAQ/NYSE American/NYSE (US Companies)	$ 100.00	$ 91.99	$ 103.57	$ 112.09	$ 110.31	$ 84.02
NASDAQ/NYSE American/NYSE Stocks (SIC3660-3669 US Comp) Communications Equipment	$ 100.00	$ 97.30	$ 116.77	$ 139.08	$ 170.11	$ 143.46

Share Repurchase Programs

The following table presents a month-to-month summary of the stock purchase activity in the fourth quarter of Fiscal Year 2020:

	Total Number of Shares Purchased [1]	**Average Price Paid per Share** [2]	**Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs** [1]	**Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs** [3]
December 29, 2019 to January 25, 2020	1,379 [4]	N/A	—	1,369,014
January 26, 2020 to February 22, 2020	5,413 [4]	N/A	—	1,369,014
February 23, 2020 to March 28, 2020	2,041 [4]	N/A	—	1,369,014

1 On November 28, 2018, our Board of Directors approved a 1 million shares repurchase program expanding our capacity to repurchase shares to approximately 1.7 million shares. We may repurchase shares from time to time in open market transactions or through privately negotiated transactions. There is no expiration date associated with the repurchase activity.

2 "Average Price Paid per Share" reflects only our open market repurchases of common stock.

3 These shares reflect the available shares authorized for repurchase under the expanded program approved by the Board on November 28, 2018.

4 Represents only shares that were tendered to us in satisfaction of employee tax withholding obligations upon the vesting of restricted stock grants under our stock plans.

Refer to Note 13, *Common Stock Repurchases*, of the accompanying Notes to Consolidated Financial Statements in this Annual Report on Form 10-K for more information regarding our stock repurchase programs.

ITEM 6. SELECTED FINANCIAL DATA

SELECTED FINANCIAL DATA

The information set forth below is not necessarily indicative of results of future operations and should be read in conjunction with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements and notes thereto included in Item 8 of this Form 10-K in order to fully understand factors that may affect the comparability of the information presented below. Fiscal Year 2016 consisted of 53 weeks. All other fiscal years presented consisted of 52 weeks.

	Fiscal Year Ended				
	March 28, 2020[4]	**March 30, 2019[3]**	**March 31, 2018[2]**	**April 1, 2017**	**April 2, 2016[1]**
STATEMENT OF OPERATIONS DATA:					
Net revenues	$ 1,696,990	$ 1,674,535	$ 856,903	$ 881,176	$ 856,907
Operating income (loss)	$ (804,055)	$ (109,295)	$ 123,501	$ 125,076	$ 108,041
Operating margin	*(47.4)%*	*(6.5)%*	*14.4%*	*14.2%*	*12.6%*
Income (loss) before taxes	$ (896,583)	$ (185,692)	$ 100,227	$ 101,665	$ 82,176
Net income (loss)	$ (827,182)	$ (135,561)	$ (869)	$ 82,599	$ 68,392
Basic earnings (loss) per share	$ (20.86)	$ (3.61)	$ (0.03)	$ 2.56	$ 2.00
Diluted earnings (loss) per share	$ (20.86)	$ (3.61)	$ (0.03)	$ 2.51	$ 1.96
Cash dividends declared per common share	$ 0.45	$ 0.60	$ 0.60	$ 0.60	$ 0.60
Shares used in basic per share calculations	39,658	37,569	32,345	32,279	34,127
Shares used in diluted per share calculations	39,658	37,569	32,345	32,963	34,938
BALANCE SHEET DATA:					
Cash, cash equivalents, and short-term investments	$ 225,720	$ 215,841	$ 659,974	$ 480,149	$ 395,317
Total assets	$ 2,257,174	$ 3,116,535	$ 1,076,887	$ 1,017,159	$ 933,437
Long-term debt, net of issuance costs	$ 1,621,694	$ 1,640,801	$ 492,509	$ 491,059	$ 489,609
Other long-term obligations	$ 242,471	$ 225,818	$ 105,894	$ 26,774	$ 23,994
Total stockholders' equity	$ (82,816)	$ 721,687	$ 352,970	$ 382,156	$ 312,399
OTHER DATA:					
Cash provided by operating activities	$ 78,019	$ 116,047	$ 121,148	$ 139,387	$ 150,409

[1] We initiated a restructuring plan during the third quarter of Fiscal Year 2016. Under the plan, we reduced costs by eliminating certain positions in the US, Mexico, China, and Europe. The pre-tax charges of $16.2 million incurred during Fiscal Year 2016 were incurred for severance and related benefits. During Fiscal Year 2016, we recognized gains from litigation of $1.2 million, due primarily to a payment by a competitor to dismiss litigation involving the alleged infringement of a patent assigned to us.

[2] Our consolidated financial results for Fiscal Year 2018 includes the impact of the Tax Cuts and Jobs Act.

[3] Our consolidated financial results for Fiscal Year 2019 includes the financial results of Polycom from July 2, 2018, including impacts of accounting for the Acquisition such as amortization of purchased intangibles, deferred revenue fair value adjustment, inventory fair value adjustment, acquisition and integration costs, and restructuring costs. For more information regarding the Acquisition, refer to Note 4, *Acquisition* of the accompanying Notes to Consolidated Financial Statements.

[4] Our consolidated financial results for Fiscal Year 2020 includes a non-cash impairment charge of $179.6 million to intangible assets and property, plant, and equipment related to long-lived assets in the voice asset group, as well as a non-cash impairment charge of $483.7 million to goodwill related to an overall decline in the Company's earnings and a sustained decrease in its share price. Refer to Note 8, *Goodwill and Purchased Intangible Assets* of the accompanying Notes to Consolidated Financial Statements

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis is intended to help you understand our results of operations and financial condition. It is provided as a supplement to, and should be read in conjunction with, our Consolidated Financial Statements and related notes thereto included elsewhere in this Annual Report on Form 10-K.

A discussion regarding our financial condition and results of operations for Fiscal 2020 compared to Fiscal 2019 is presented under Results of Operations in this Form 10-K. Discussions regarding our financial condition and results of operations for Fiscal 2019 compared to Fiscal 2018 have been omitted from this Annual Report on Form 10-K, but can be found in Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended March 30, 2019, filed with the SEC on May 17, 2019, which is available free of charge on the SEC's website at sec.gov and on our website at www.poly.com.

This discussion contains forward-looking statements. Please see the sections entitled "Certain Forward Looking Information" and "Risk Factors" above for discussions of the uncertainties, risks, and assumptions associated with these statements. Our fiscal year-end financial reporting periods end on the Saturday closest to March 31st. Fiscal Years 2020, 2019, and 2018 each had 52 weeks and ended on March 28, 2020, March 30, 2019, and March 31, 2018 respectively.

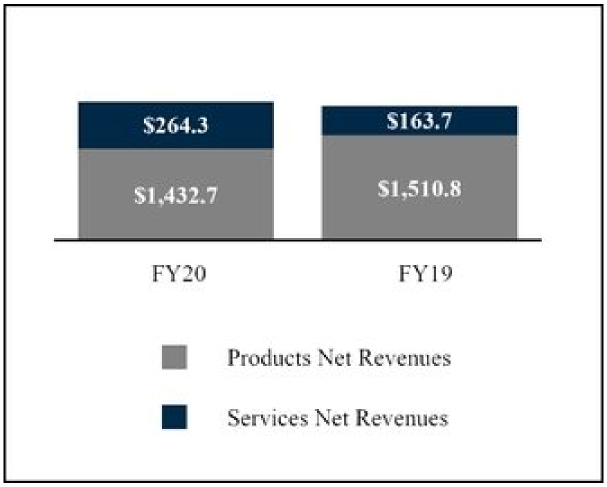
OVERVIEW

Plantronics, Inc. ("Poly," "Company," "we," "our," or "us") is a leading global communications company that designs, manufactures, and markets integrated communications and collaboration solutions. Poly combines legendary audio expertise and powerful video and conferencing capabilities to overcome the distractions, complexity and distance that make communication in and out of the workplace challenging. Our major product categories are Headsets, which includes wired and wireless communication headsets; Voice, Video, and Content Sharing Solutions, which includes open Session Initiation Protocol ("SIP") and native ecosystem desktop phones, conference room phones, and video conferencing solutions and peripherals, including cameras, speakers, and microphones. All of our solutions are designed to integrate seamlessly with the platform and services of our customers choice in a wide range of Unified Communications & Collaboration ("UC&C"), Unified Communication as a Service ("UCaaS"), and Video as a Service ("VaaS") environments. Our cloud management and analytics software enables IT administrators to configure and update firmware, monitor device usage, troubleshoot, and gain deep understanding of user behavior. In addition, we have a broad portfolio of Services including video interoperability, support for our solutions and hardware devices, as well as professional, hosted, and managed services that are grounded in our deep expertise aimed at helping customers achieve their goals for collaboration.

On July 2, 2018, we completed our Acquisition of all of the issued and outstanding shares of capital stock of Polycom for approximately $2.2 billion in stock and cash. As a result, on that date we also became a leading global provider of open, standards-based Unified Communications & Collaboration ("UC&C") endpoints for voice, video, and content sharing, and a comprehensive line of support and services for the workplace under the Polycom brand.

Our consolidated financial results for Fiscal Year 2019, includes the financial results of Polycom from July 2, 2018 or three quarters compared to full year financial results in Fiscal Year 2020 and therefore the results discussed below are not directly comparable. For more information regarding the Acquisition, refer to Note 4, *Acquisition*, of the accompanying Notes to Consolidated Financial Statements.

Total Net Revenues *(in millions)*



Compared to the prior year, net revenues increased 1.3% to $1.7 billion. The increase in net revenues was primarily related to the Acquisition, which was partially offset by declines in sales of Headset products. As a result of purchase accounting, a total of $34.0 million of deferred revenue that otherwise would have been recognized in fiscal year 2020 was excluded from annual net revenues of approximately $1.7 billion.

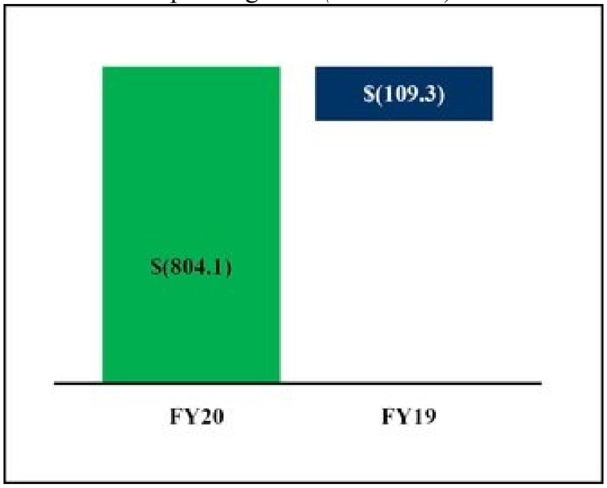
The table below summarizes net revenues for the Fiscal Years ended March 28, 2020, and March 30, 2019 by operating segment and product categories:

	Fiscal Year Ended			
(in thousands, except percentages)	**March 28, 2020**	**March 30, 2019**	**Increase (Decrease)**	
Product Segment:				
Headsets	773,186	910,699	(137,513)	(15.1)%
Voice [1]	377,059	344,586	32,473	9.4 %
Video [1]	282,491	255,485	27,006	10.6 %
Total Product Segment	$ 1,432,736	$ 1,510,770	$ (78,034)	(5.2)%
Services Segment[2]	264,254	163,765	100,489	61.4 %
Total	$ 1,696,990	$ 1,674,535	$ 22,455	1.3 %

[1] Voice and Video product net revenues presented net of fair value adjustments to deferred revenue of $1.9 million and $7.9 million for the Fiscal Year ended March 28, 2020, and March 30, 2019, respectively.

[2] Services net revenues presented net of fair value adjustments to deferred revenue of $32.1 million and $76.9 million for the Fiscal Year ended March 28, 2020 and March 30, 2019, respectively.

Operating Loss *(in millions)*



Operating loss increased from the prior year to $(804.1) million or (47.4)% of net revenues, driven primarily by a non-cash impairment charge of $179.6 million related to our intangible assets and property, plant, and equipment in the Voice asset group, as well as a non-cash goodwill impairment charge of $483.7 million to its Voice and Video reporting units as a result of an overall decline in the Company's earnings and a sustained decrease in its share price. The impairment assessment was further complicated by the impact of COVID-19.

Our strategic initiatives are primarily focused on driving revenue growth through our end-to-end portfolio of audio and video endpoints, including headsets, desktop phones, conference room phones, and video collaboration solutions. The Acquisition of Polycom has positioned us as a global leader in communications and collaboration endpoints, has allowed us to target the faster-growing market categories, such as Huddle Rooms and work-from-home products, and is allowing us to capture opportunities through data analytics and insight services across a broad range of communications endpoints. Our ability to provide comprehensive solutions to communicate challenges in the marketplace distinguishes us from our competitors and better positions us with our channel partners, customers and strategic alliance partners, which we believe will drive profitable revenue growth.

Within the enterprise market, we anticipate the key driver of growth over the next few years will be the continued adoption of UC&C solutions. We believe enterprises are increasing their adoption of UC&C systems to reduce costs, improve collaboration, and migrate to more capable and flexible technology. In addition, with increased demand for tele-services, mobile connections, and remote work styles, we believe that our UC&C portfolio will continue to offer the solutions necessary to fulfill these evolving needs. We expect that the growth of UC&C solutions will increase overall product adoption in enterprise and work-from-anywhere environments.

In addition to enabling us to provide comprehensive solutions to drive growth over the long-term, the Acquisition also is allowing us to reevaluate our business, focus resources and efforts on our enterprise strategic initiatives, and to continue to drive operational efficiencies. One of the outcomes of this process led to our announcement in the first quarter of Fiscal Year 2020 that we had started considering strategic alternatives for our Consumer Product portfolio. As a result, in the third quarter of Fiscal Year 2020, this optimization work resulted in charges of $10.4 million related to inventory reserves and supplier liabilities for excess and obsolete inventory. In addition, we recognized $5.4 million of restructuring and other charges related to our Consumer Product portfolio optimization efforts. In the fourth quarter of Fiscal Year 2020, we completed the sale of our gaming product portfolio and recognized an immaterial gain in operating expense.

Additionally, our consolidation efforts have led to material integration-related cost and expense savings. The majority of these savings are being realized in our operations group where efficiencies in our manufacturing operations and supply chain have helped to reduce our time to market. Simultaneously, we have started to announce and release a number of new and refreshed product offerings in support of our end-to-end strategic initiatives.

We remain cautious about the macroeconomic environment, based on uncertainty around trade and fiscal policy in the U.S. and internationally and broader economic uncertainty in many parts of Europe and Asia Pacific, which makes it difficult for us to gauge the economic impacts on our future business. Additionally, as a result of the COVID-19 global pandemic, we experienced supply chain disruptions, including our ability to manufacture products in our Tijuana, Mexico facility for a short time. We continue to experience difficulty sourcing component parts from our contract manufacturers and we are working with our supply chain and dual source partners to take the necessary steps to mitigate disruption of supply, however there can be no assurance that the ongoing disruptions due to COVID-19 will be resolved in the near term. We furthermore intend to continue monitoring our expenditures, including opportunities to streamline our workforce, tools and processes, and continue to prioritize expenditures that further our strategic long-term growth opportunities, and go to market initiatives under a unified Poly brand.

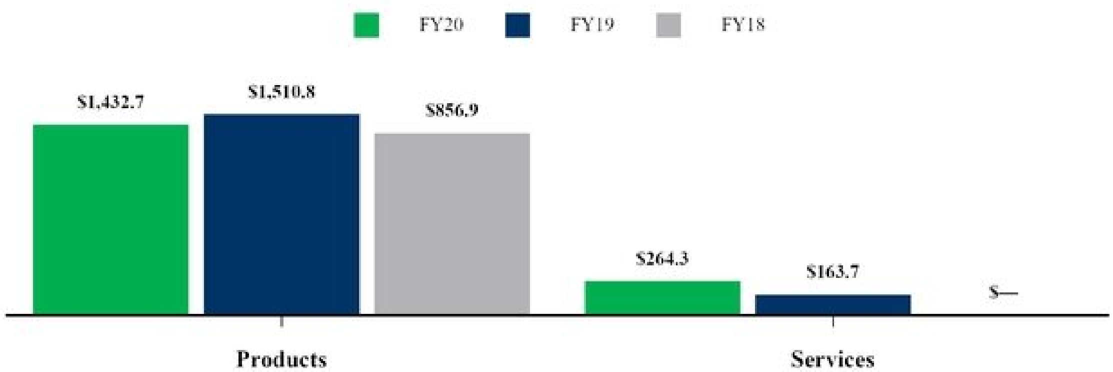
RESULTS OF OPERATIONS

We group our operations into two reportable segments: Products and Services. Our Products segment consists of Headsets, Voice, and Video product categories and our Services segment consists of support, professional, managed and cloud services and solutions.

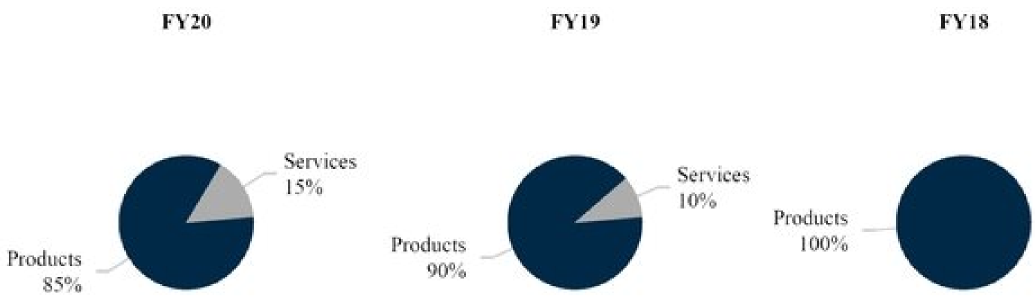
Our consolidated financial results for Fiscal Year 2019 includes the financial results of Polycom from July 2, 2018, or three quarters compared to full year financial results in Fiscal Year 2020. Therefore, the results of operations discussed below are not directly comparable.

The following graphs display net revenues by segment for Fiscal Years 2020, 2019, and 2018:

Net Revenues *(in millions)*



Revenue by Segment *(percent)*



Products

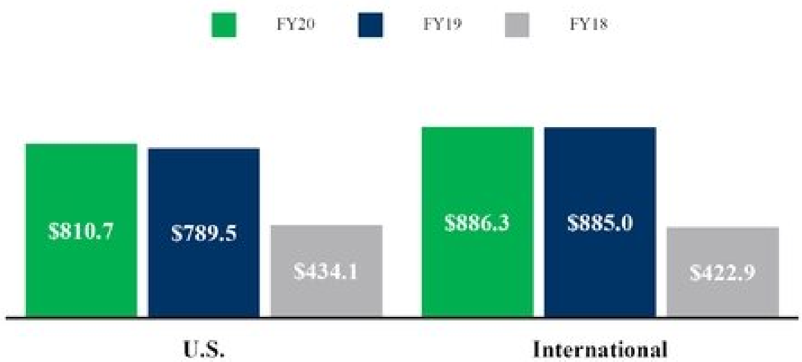
Net revenues decreased in Fiscal Year 2020 compared to the prior fiscal year primarily due to the Headset product category. While we saw record demand for headsets during our fourth quarter of Fiscal Year 2020, we experienced annual declines across nearly all product lines including non-UC&C enterprise headsets, gaming headsets, mono Bluetooth headsets, and stereo Bluetooth headsets. The declines were the result of several factors, including product transitions, sales integration and channel consolidation issues, Microsoft Skype to Teams transition, trade and tariff issues in China, and other factors. In addition, the Company made the decision to reduce channel inventories in the third and fourth quarter to optimize inventory levels by reducing sales into our distributors in the following quarters. Additionally, as communicated, the Company determined that it would focus its headset sales on enterprise headsets and would optimize its consumer inventory while selling its gaming headset assets. The decreases were partially offset by increases in our Voice and Video product categories as a result of their being four quarters of revenue in Fiscal Year 2020 compared to three quarters of revenue in Fiscal Year 2019.

Services

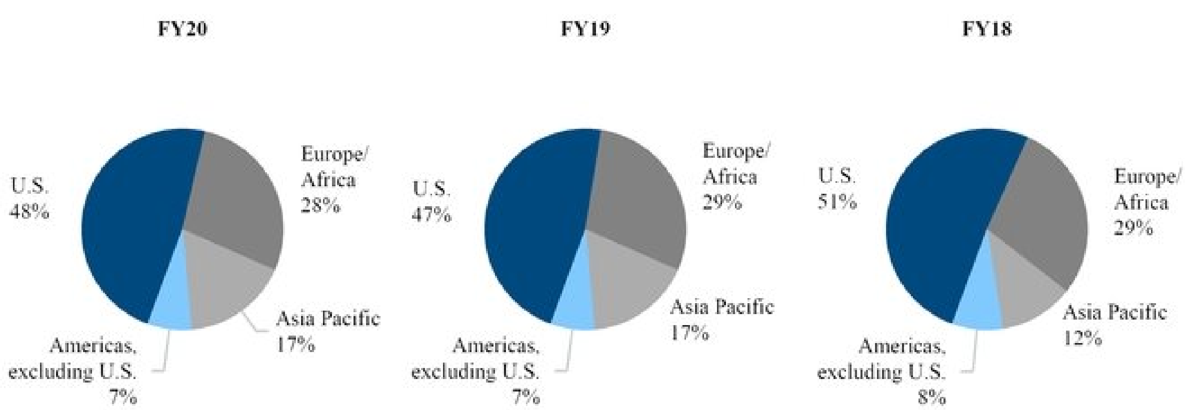
Net revenues increased in Fiscal Year 2020 compared to the prior fiscal year primarily due to the Acquisition and a decline in deferred revenue excluded due to purchase accounting.

The following graphs display net revenues by domestic and international split, as well as by percentage of total net revenue by major geographic region:

Geographic Information *(in millions)*



Revenue by Region *(percent)*



As a percentage of total net revenues, U.S. net revenues increased in Fiscal Year 2020 from Fiscal Year 2019 due primarily to the Service, Voice, and Video product categories introduced as a result of the Acquisition. This increase was partially offset by continued declines in our Headset sales. Our Headset product revenues experienced declines across nearly all product lines, including non-UC&C Enterprise headsets, gaming headsets, stereo Bluetooth headsets, and mono Bluetooth headsets. These declines were partially offset by growth in UC&C Headset product revenues.

International net revenues increased in Fiscal Year 2020 from Fiscal Year 2019 due primarily to the Service and Video product categories introduced as a result of the Acquisition. This increase was mostly offset by continued declines in our Headset sales. Our Headset product revenues experienced declines across nearly all product lines, including non-UC&C Enterprise headsets, mono Bluetooth headsets, gaming headsets, and stereo Bluetooth headsets. Our Voice product category also experienced year-over-year declines. These declines were partially offset by growth in UC&C Headset product revenues.

Fiscal Year 2020 net revenues were also unfavorably impacted by fluctuations in exchange rates which resulted in a decrease of approximately $14.7 million in net revenues (net of the effects of hedging).

Cost of Revenues and Gross Profit

Cost of revenues consists primarily of direct manufacturing and contract manufacturer costs, warranty costs, freight duties, excess and obsolete inventory costs, royalties, and overhead expenses.

(in thousands, except percentages)	Fiscal Year Ended March 28, 2020	Fiscal Year Ended March 30, 2019	Change		Fiscal Year Ended March 30, 2019	Fiscal Year Ended March 31, 2018	Change	
Products:								
Net revenues	$ 1,432,736	$ 1,510,770	$ (78,034)	(5.2)%	$ 1,510,770	$ 856,903	$ 653,867	76.3%
Cost of revenues	1,049,826	902,625	147,201	16.3 %	902,625	417,788	484,837	116.0%
Gross profit	$ 382,910	$ 608,145	$ (225,235)	(37.0)%	$ 608,145	$ 439,115	$ 169,030	38.5%
Gross profit %	*26.7%*	*40.3%*			*40.3%*	*51.2%*		
Services:								
Net revenues	$ 264,254	$ 163,765	$ 100,489	61.4 %	$ 163,765	$ —	$ 163,765	100.0%
Cost of revenues	94,929	77,771	17,158	22.1 %	77,771	—	77,771	100.0%
Gross profit	$ 169,325	$ 85,994	$ 83,331	96.9 %	$ 85,994	$ —	$ 85,994	100.0%
Gross profit %	*64.1%*	*52.5%*			*52.5%*	*—%*		
Total:								
Net revenues	$ 1,696,990	$ 1,674,535	$ 22,455	1.3 %	$ 1,674,535	$ 856,903	$ 817,632	95.4%
Cost of revenues	1,144,755	980,396	164,359	16.8 %	980,396	417,788	562,608	134.7%
Gross profit	$ 552,235	$ 694,139	$ (141,904)	(20.4)%	$ 694,139	$ 439,115	$ 255,024	58.1%
Gross profit %	*32.5%*	*41.5%*			*41.5%*	*51.2%*		

Products

Compared to the prior fiscal year, gross profit as a percentage of net revenues decreased in fiscal year 2020, due primarily to impairment charges to intangible assets and property, plant, and equipment related to long-lived assets in the voice asset group, fixed cost items spread over lower net revenues, an increase in channel partner incentives, unfavorable currency movements, and inventory-related reserves taken during the third quarter in connection with the optimization of our Consumer product portfolio. Partially offsetting these unfavorable items were material cost reductions as a result of in-sourcing certain products and the non-recurrence of an inventory fair value adjustment in the prior year resulting from the Acquisition.

There are significant variances in gross profit percentages between our higher and lower margin products including Polycom products resulting from the Acquisition; therefore, small variations in product mix, which can be difficult to predict, can have a significant impact on gross profit as a percentage of net revenues. Gross profit percentages may also vary based on distribution channel, return rates, and other factors.

Services

The gross profit as a percentage of net revenues increased primarily due to the decrease in deferred revenue fair value adjustment when compared to prior year as a result of the Acquisition.

Research, Development, and Engineering

Research, development, and engineering costs are expensed as incurred and consist primarily of compensation costs, outside services, expensed materials, and overhead expenses.

	Fiscal Year Ended				Fiscal Year Ended			
(in thousands, except percentages)	March 28, 2020	March 30, 2019	Change		March 30, 2019	March 31, 2018	Change	
Research, development and engineering	$ 218,277	$ 201,886	$ 16,391	8.1%	$ 201,886	$ 84,193	$ 117,693	139.8%
% of total net revenues	*12.9%*	*12.1%*			*12.1%*	*9.8%*		

The increase in research, development, and engineering expenses in Fiscal Year 2020 compared to Fiscal Year 2019 was primarily due to the inclusion of Polycom operating expenses for the fiscal year, partially offset by lower compensation expense driven by reduced variable compensation and cost reductions from our restructuring actions.

Selling, General, and Administrative

Selling, general, and administrative expense consists primarily of compensation costs, marketing costs, travel expenses, professional service fees, and overhead expenses.

	Fiscal Year Ended				Fiscal Year Ended			
(in thousands, except percentages)	March 28, 2020	March 30, 2019	Change		March 30, 2019	March 31, 2018	Change	
Selling, general and administrative	$ 595,463	$ 567,879	$ 27,584	4.9%	$ 567,879	$ 229,390	$ 338,489	147.6%
% of total net revenues	*35.1%*	*33.9%*			*33.9%*	*26.8%*		

The increase in selling, general, and administrative expenses in Fiscal Year 2020 compared to Fiscal Year 2019 was primarily due to the inclusion of Polycom operating expenses for the fiscal year, and partially offset by lower compensation expense driven by reduced variable compensation and cost reductions from our restructuring actions.

Impairment of Goodwill and Long-lived Assets

	Fiscal Year Ended				Fiscal Year Ended			
(in thousands, except percentages)	March 28, 2020	March 30, 2019	Change		March 30, 2019	March 31, 2018	Change	
Impairment of goodwill and long-lived assets	$ 489,094	$ —	$ 489,094	100.0%	$ —	$ —	$ —	—%
% of total net revenues	*28.8%*	*—%*			*—%*	*—%*		

The increase in impairment of goodwill and long-lived assets in Fiscal Year 2020 compared to Fiscal Year 2019 was primarily due to a goodwill impairment charge of $483.7 million and long-lived asset impairment charge of $5.4 million as a result of the overall decline in our earnings and a sustained decrease in our share price. Refer to Note 8, *Goodwill and Purchased Intangible Assets*, of the accompanying Notes to Consolidated Financial Statements.

(Gain) Loss from Litigation Settlements

(in thousands, except percentages)	Fiscal Year Ended March 28, 2020	Fiscal Year Ended March 30, 2019	Change		Fiscal Year Ended March 30, 2019	Fiscal Year Ended March 31, 2018	Change	
(Gain) loss, net from litigation settlements	$ (721)	$ 975	$ (1,696)	(173.9)%	$ 975	$ (420)	$ 1,395	332.1%
% of net revenues	*— %*	*0.1%*			*0.1%*	*— %*		

During Fiscal Year 2020, we recognized immaterial gains from litigation compared to immaterial losses from litigation in Fiscal Year 2019. Refer to Note 9, *Commitments and Contingencies*, of the accompanying Notes to Consolidated Financial Statements.

Restructuring and Other Related Charges

(in thousands, except percentages)	Fiscal Year Ended March 28, 2020	Fiscal Year Ended March 30, 2019	Change		Fiscal Year Ended March 30, 2019	Fiscal Year Ended March 31, 2018	Change	
Restructuring and other related charges	$ 54,177	$ 32,694	$ 21,483	65.7%	$ 32,694	$ 2,451	$ 30,243	1,233.9%
% of net revenues	*3.2%*	*2.0%*			*2.0%*	*0.3%*		

During Fiscal Year 2020 restructuring and other related charges increased, due primarily to restructuring actions initiated during the period to streamline our global workforce and achieve planned synergies. For more information regarding restructuring activities, refer to Note 11, *Restructuring and Other Related Charges (Credits),* of the accompanying Notes to Consolidated Financial Statements.

Interest Expense

(in thousands, except percentages)	Fiscal Year Ended March 28, 2020	Fiscal Year Ended March 30, 2019	Change		Fiscal Year Ended March 30, 2019	Fiscal Year Ended March 31, 2018	Change	
Interest expense	$ (92,640)	$ (83,000)	$ (9,640)	(11.6)%	$ (83,000)	$ (29,297)	$ (53,703)	(183.3)%
% of net revenues	*(5.5)%*	*(5.0)%*			*(5.0)%*	*(3.4)%*		

The increase in interest expense in Fiscal Year 2020 compared to Fiscal Year 2019 was primarily due to interest incurred on our Credit Facility Agreement entered into in connection with the Acquisition. Refer to Note 10, *Debt*, of the accompanying Notes to Consolidated Financial Statements.

Other Non-Operating Income and (Expense), Net

(in thousands, except percentages)	Fiscal Year Ended March 28, 2020	Fiscal Year Ended March 30, 2019	Change		Fiscal Year Ended March 30, 2019	Fiscal Year Ended March 31, 2018	Change	
Other non-operating income and (expense), net	$ 112	$ 6,603	$ (6,491)	(98.3)%	$ 6,603	$ 6,023	$ 580	9.6%
% of net revenues	*—%*	*0.4%*			*0.4%*	*0.7%*		

During Fiscal Year 2020 other non-operating income and (expense), net decreased primarily due to lower interest income as our investment portfolios were liquidated during the First Quarter of Fiscal Year 2019 to facilitate the Acquisition and sale of equity investments in the Fourth Quarter of Fiscal Year 2019.

Income Tax Expense

(in thousands, except percentages)	Fiscal Year Ended March 28, 2020	Fiscal Year Ended March 30, 2019	Change		Fiscal Year Ended March 30, 2019	Fiscal Year Ended March 31, 2018	Change	
Income before income taxes	$ (896,583)	$ (185,692)	$ (710,891)	(383)%	$ (185,692)	$ 100,227	$ (285,919)	(285)%
Income tax expense (benefit)	(69,401)	(50,131)	(19,270)	(38)%	(50,131)	101,096	(151,227)	(150)%
Net income	$ (827,182)	$ (135,561)	$ (691,621)	(510)%	$ (135,561)	$ (869)	$ (134,692)	15,500 %
Effective tax rate	*7.7%*	*27.0%*			*27.0%*	*100.9%*		

The effective tax rate for Fiscal Year 2020 was lower than the previous year due to increase in pre-tax losses and benefit from internal intangible property restructuring between our wholly-owned subsidiaries to align the IP structure to our evolving operations resulting in a deferred tax benefit due to the difference in book and tax basis, partially offset by a valuation allowance recorded against U.S. deferred tax assets and stock-based compensation expense recorded following the decision in Altera Corp v. Commissioner by the U.S. Court of Appeals for the Ninth Circuit, discussed below.

Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss incurred over the two-year period ended March 28, 2020 and Fiscal Year 2021 forecasted results in the U.S. Such objective evidence limits the ability to consider other subjective evidence, such as our projections for future growth. On the basis of this evaluation, as of March 28, 2020, a valuation allowance of $72 million was recorded against our U.S. deferred tax assets.

The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income are reduced or increased or if objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as our future projections.

On June 7, 2019, a Ninth Circuit panel reversed the United States Tax Court's holding in Altera Corp. v. Commissioner and upheld the portion of the Treasury regulations issued under IRC Section 482 requiring related-party participants in a cost sharing arrangement to share stock-based compensation costs. At this time, the taxpayer is protesting the decision in an en banc rehearing in the US Court of Appeals Ninth Circuit. We have considered the issue and have recorded an $8.6 million discrete tax charge resulting from the cost sharing of prior stock-based compensation, partially offset by a reduction to the 2017 Tax Cuts and Jobs Act toll charge accrued in prior periods. We will continue to monitor developments related to the case and the potential impact on our consolidated financial statements.

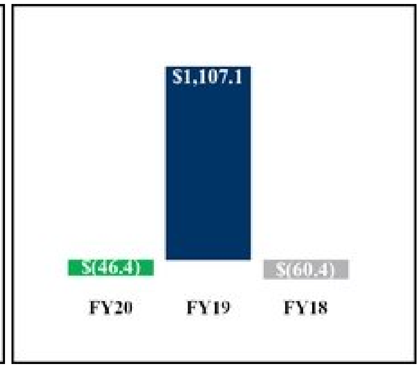
Our effective tax rate for Fiscal 2020, 2019, and 2018 differs from the statutory rate due to the impact of foreign operations taxed at different statutory rates, goodwill impairment charge, income tax credits, state taxes, the Tax Act, and other factors. Our future tax rate could be impacted by a shift in the mix of domestic and foreign income, tax treaties with foreign jurisdictions, changes in tax laws in the U.S. or internationally, or a change in estimate of future taxable income, which could result in a valuation allowance being required.

FINANCIAL CONDITION

Operating Cash Flow (*in millions*)

Investing Cash Flow (*in millions*)

Financing Cash Flow (*in millions*)



We use cash provided by operating activities as our primary source of liquidity. We expect that cash provided by operating activities will fluctuate in future periods as a result of a number of factors, including fluctuations in our revenues, the timing of compensation-related payments, such as our annual bonus/variable compensation plan, interest payments on our long-term debt, product shipments during the quarter, accounts receivable collections, inventory and supply chain management, and the timing and amount of tax and other payments.

Operating Activities

Compared to Fiscal Year 2019, net cash provided by operating activities during Fiscal Year 2020 decreased primarily due to lower cash collections, increased cash paid for interest on long-term debt, and an increase in cash paid for restructuring activities. These were partially offset by a decrease in cash paid for integration activities as we completed our integration of the two companies.

Investing Activities

Net cash used for investing activities during Fiscal Year 2020 primarily was used for the purchase of property, plant and equipment and was partially offset by proceeds from the sale of real property and our gaming headset product portfolio.

Net cash used for investing activities during Fiscal Year 2019 increased from the prior fiscal year primarily due to the Acquisition which closed on July 2, 2018. Refer to Note 4, *Acquisition.* This decrease was partially offset by the proceeds from the sales and maturities of investments.

We anticipate our capital expenditures in Fiscal Year 2021 will be approximately $25 million to $35 million, pertaining to costs associated in our manufacturing capabilities, including tooling for new products, new information technology ("IT") investments, and facilities upgrades.

We will continue to evaluate new business opportunities and new markets; as a result, our future growth within the existing business or new opportunities and markets may dictate the need for additional facilities and capital expenditures to support that growth.

Financing Activities

Net cash used in financing activities during Fiscal Year 2020 primarily was used for early repayment of long-term debt, dividend payments on our common stock, and taxes paid on behalf of employees related to net share settlements of vested employee equity awards. The uses of cash were partially offset by proceeds from issuance of common stock from our Employee Stock Purchase Plan ("ESPP").

Net cash provided by financing during Fiscal Year 2019 increased from the prior fiscal year as a result of the proceeds received from the term loan facility which were partially offset by repayment of long-term debt, dividend payments, and repurchases of common stock during the fiscal year.

Liquidity and Capital Resources

Our primary sources of liquidity as of March 28, 2020, consisted of cash, cash equivalents, and short-term investments, cash we expect to generate from operations, and a $100 million revolving credit facility. As of March 28, 2020, we had working capital of $209.2 million, including $225.7 million of cash, cash equivalents, and short-term investments, compared to working capital of $252.9 million, including $215.8 million of cash, cash equivalents, and short-term investments at March 30, 2019. The decrease in working capital at March 28, 2020 compared to March 30, 2019 resulted primarily from the decline in our cash provided by operations driven by declining revenue and continued integration, restructuring activities, and interest payments on our long-term debt. Additionally, our inventories declined compared to the prior year due in part to the increased demand in the Headset product category and delays in receipts from our suppliers as a result of the COVID-19 pandemic. These decreases were partially offset by working capital increases resulting from a net decrease in accounts payable and lower accrued liabilities related to incentive compensation.

Our cash and cash equivalents as of March 28, 2020 consist of bank deposits with third party financial institutions. We monitor bank balances in our operating accounts and adjust the balances as appropriate. Cash balances are held throughout the world, including substantial amounts held outside of the U.S. As of March 28, 2020, of our $225.7 million of cash, cash equivalents, and short-term investments, $131.1 million was held domestically while $94.7 million was held by foreign subsidiaries, and approximately 81% was based in USD-denominated instruments. As of March 28, 2020, our remaining investments were composed of Mutual Funds.

On July 2, 2018, we entered into a Credit Agreement with Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (the “Credit Agreement”). The Credit Agreement replaced our prior revolving credit facility in its entirety. The Credit Agreement provides for (i) a revolving credit facility with an initial maximum aggregate amount available of $100 million that matures in July 2023 and (ii) a $1.275 billion term loan facility that matures in July 2025. On July 2, 2018, the Company borrowed the full amount available under the term loan facility of $1.245 billion, net of approximately $30 million of discounts and issuance costs. Borrowings under the Credit Agreement bear interest due on a monthly basis at a variable rate equal to (i) LIBOR plus a specified margin, or (ii) the base rate (which is the highest of (a) the prime rate publicly announced from time to time by Wells Fargo Bank, National Association, (b) the federal funds rate plus 0.50% or (c) the sum of 1% plus one-month LIBOR) plus a specified margin. As of March 28, 2020, the Company had five letters of credit outstanding under the revolving credit facility for a total of $1.0 million. In Fiscal Year 2020, we prepaid $25 million of our outstanding principal on the term loan facility. For additional details, refer to Note 10, *Debt*, of the accompanying Notes to Consolidated Financial Statements.

On February 20, 2020, the Company entered into an Amendment No. 2 to Credit Agreement (the “Amendment”) by and among the Company, the financial institutions party thereto as lenders and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “Agent”). The Amendment amended the Credit Agreement, as previously amended, to (i) increase the maximum Secured Net Leverage Ratio (as defined in the Credit Agreement) permitted under the Credit Agreement to 3.75 to 1.00 through December 26, 2020 and 3.00 to 1.00 thereafter and (ii) decrease the minimum Interest Coverage Ratio (as defined in the Credit Agreement) required under the Credit Agreement to 2.25 to 1.00 through December 26, 2020 and 2.75 to 1.00 thereafter.

Additionally, the Amendment modified the calculation of the Secured Net Leverage Ratio and the Interest Coverage Ratio solely for purposes of compliance with Sections 7.11(a) and 7.11(b) of the Credit Agreement to (i) calculate the Secured Net Leverage Ratio net of the aggregate amount of unrestricted cash and Cash Equivalents (as defined in the Credit Agreement) on the balance sheet of the Company and its Restricted Subsidiaries (as defined in the Credit Agreement) as of the date of calculation up to an amount equal to $150,000,000 and (ii) solely for purposes of any fiscal quarter ending from December 29, 2019 through December 26, 2020, increase the cap on Expected Cost Savings (as defined in the Credit Agreement) in determining Consolidated EBITDA (as defined in the Credit Agreement) to the greater of (A) 20% of Consolidated EBITDA for such Measurement Period (as defined in the Credit Agreement) (calculated before giving effect to any such Expected Cost Savings to be added back pursuant to clause (a)(ix) of the definition of Consolidated EBITDA) and (B)(x) for the period from December 29, 2019 through March 28, 2020, $121,000,000, (y) for the period from March 29, 2020 through June 27, 2020, $107,000,000 and (z) for the period from June 28, 2020 through December 26, 2020, $88,000,000.

The financial covenants under the Credit Agreement described above are for the benefit of the revolving credit lenders only and do not apply to any other debt of the Company. The Credit Agreement also contains various other restrictions and covenants, some of which become more stringent over time, including restrictions on the ability of us and certain of our subsidiaries to consolidate or merge, create liens, incur additional indebtedness, dispose of assets, consummate acquisitions, make investments and pay dividends and other distributions.

As of March 28, 2020, the Company had five letters of credit outstanding under the revolving credit facility for a total of $1.0 million and had $99 million available under the revolving credit facility. We believe that through the results of our cost reduction actions and debt paydowns, we will be able to continue to meet our financial covenants. However if we are unable to meet our financial covenants, we have the ability to terminate the revolving line of credit such that the financial covenants are no longer applicable. During the fourth quarter of fiscal year 2020, the maximum secured net leverage ratio allowed under our covenants is 3.75 to 1.00. The covenant calculation provides for a number of allowable adjustments to EBITDA, including synergy cost savings and integration costs. As of March 28, 2020, our secured net leverage ratio was 2.41 to 1.00, and we were in compliance with the financial covenants. Refer to Note 10, *Debt*, of the accompanying Notes to Consolidated Financial Statements.

On July 30, 2018, we entered into a 4-year amortizing interest rate swap agreement with Bank of America, N.A. The swap has an initial notional amount of $831 million and matures on July 31, 2022. The purpose of this swap is to hedge against changes in cash flows (interest payments) attributable to fluctuations in the contractually specified LIBOR interest rate associated with our credit facility agreement. The swap involves the receipt of floating-rate amounts for fixed interest rate payments over the life of the agreement. We have designated this interest rate swap as a cash flow hedge. The derivative is valued based on prevailing LIBOR rate curves on the date of measurement. We also evaluate counterparty credit risk when we calculate the fair value of the swap. For additional details, refer to Note 16, *Derivatives*, of the accompanying Notes to Consolidated Financial Statements.

As of March 28, 2020, the Company had paid $13.1 million of the toll charge under the Tax Act and the remaining toll charge liability of $65.8 million will be paid over the next six years. The Company also paid a $6.9 million toll charge in October 2018 related to Polycom's pre-acquisition toll charge. For additional details, refer to Note 17, *Income Taxes*, of the accompanying Notes to Consolidated Financial Statements.

From time to time, our Board of Directors ("the Board") authorizes programs under which we may repurchase shares of our common stock in the open market or through privately negotiated transactions, including accelerated stock repurchase agreements. On November 28, 2018, the Board of Directors approved a 1.0 million share repurchase program expanding our capacity to repurchase shares to approximately 1.7 million shares. During Fiscal Year 2020, we did not repurchase any shares of our common stock. As of March 28, 2020, there remained a total of 1,369,014 shares authorized for repurchase under the share repurchase program approved by the Board. Refer to Note 13, *Common Stock Repurchases*, of the accompanying Notes to Consolidated Financial Statements for more information regarding our share repurchase programs. We had no retirements of treasury stock in Fiscal Years 2020, 2019, and 2018.

During the year ended March 31, 2016, we obtained $488.4 million from debt financing, net of issuance costs. The debt matures on May 31, 2023 and bears interest at a rate of 5.50% per annum, payable semi-annually on May 15 and November 15 of each year. Refer to Note 10, *Debt*, of the accompanying Notes to Consolidated Financial Statements.

We may at any time and from time to time seek to retire or purchase our outstanding debt through cash purchases and/or exchanges for equity or debt, in open-market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will be upon such terms and at such prices as we may determine, and will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. In addition, our liquidity, capital resources, and results of operations in any period could be affected by repurchases of our common stock, the payment of cash dividends, the exercise of outstanding stock options, restricted stock grants under stock plans, and the issuance of common stock under our Employee Stock Purchase Plan ("ESPP"). The Acquisition of Polycom affected our liquidity and leverage ratios and we are reducing our debt leverage ratios by prioritizing the repayment of the debt obtained to finance such Acquisition. We receive cash from the exercise of outstanding stock options under our stock plan and the issuance of shares under our ESPP. However, the resulting increase in the number of outstanding shares from these equity grants and issuances could affect our earnings per share. We cannot predict the timing or amount of proceeds from the sale or exercise of these securities or whether they will be exercised, forfeited, canceled, or will expire.

On April 15, 2020, we announced that our Board of Directors authorized the suspension of the quarterly dividend in order to further preserve financial flexibility. The suspension of the quarterly cash dividend will result in approximately $25 million of annualized cash savings, which we expect to utilize for deleveraging and strengthening the balance sheet.

We believe that our current cash and cash equivalents, short-term investments, cash provided by operations, and availability of additional funds under the Credit Agreement, as amended from time to time, will be sufficient to fund our operations, however, any projections of future financial needs and sources of working capital are subject to uncertainty, particularly in light of the uncertainty resulting from the impact of COVID-19 on our financial results. Readers are cautioned to review the risks, uncertainties, and assumptions set forth in this Annual Report on Form 10-K, including the sections entitled "*Certain Forward-Looking Information*" and "*Risk Factors*" for factors that could affect our estimates for future financial needs and sources of working capital.

OFF BALANCE SHEET ARRANGEMENTS AND CONTRACTUAL OBLIGATIONS

We have not entered into any transactions with unconsolidated entities whereby we have financial guarantees, subordinated retained interests, derivative instruments, or other contingent arrangements that expose us to material continuing risks, contingent liabilities, or any other obligation under a variable interest in an unconsolidated entity that provides us with financing and liquidity support, market risk, or credit risk support.

A substantial portion of the raw materials, components, and subassemblies used in our products are provided by our suppliers on a consignment basis. These consigned inventories are not recorded on our consolidated balance sheet until we take title to the raw materials, components, and subassemblies, which occurs when they are consumed in the production process. Prior to consumption in the production process, our suppliers bear the risk of loss and retain title to the consigned inventory. The terms of the agreements allow us to return parts in excess of maximum order quantities to the suppliers at the supplier's expense. Returns for other reasons are negotiated with the suppliers on a case-by-case basis and to date have been immaterial. If our suppliers were to discontinue financing consigned inventory, it would require us to make cash outlays and we could incur expenses which, if material, could negatively affect our business and financial results. As of March 28, 2020, and March 30, 2019, we had off-balance sheet consigned inventories of $21.7 million and $47.1 million, respectively.

Unconditional Purchase Obligations

We use several contract manufacturers to manufacture raw materials, components, and subassemblies for our products. We provide these contract manufacturers with demand information that typically covers periods up to 13 weeks, and they use this information to acquire components and build products. We also obtain individual components for our products from a wide variety of individual suppliers. Consistent with industry practice, we acquire components through a combination of purchase orders, supplier contracts, and open orders based on projected demand information. As of March 28, 2020, we had outstanding off-balance sheet third-party manufacturing, component purchase, and other general and administrative commitments of $344.5 million, including off-balance sheet consigned inventories of $21.7 million.

The following table summarizes our future contractual obligations as of March 28, 2020 and the effect that such obligations are expected to have on our liquidity and cash flows in future periods:

	Payments Due by Period				
(in thousands)	**Total**	**Less than 1 year**	**1-3 years**	**4-5 years**	**More than 5 years**
Operating leases [1]	$ 63,596	$ 24,845	$ 34,744	$ 3,342	$ 665
Unconditional purchase obligations	235,702	202,768	32,934	—	—
Long-term debt, including future interest on the 5.50% Senior Notes	1,744,268	27,500	55,000	514,955	1,146,813
Toll charge	65,757	5,790	40,241	19,726	—
Total contractual cash obligations	$ 2,109,323	$ 260,903	$ 162,919	$ 538,023	$ 1,147,478

(1) Included in the lease obligations are sublease receipts, which have been netted against the gross lease payments above to arrive at our net minimum lease payments. Certain of these leases provide for renewal options and we may exercise the renewal options.

Operating Leases

We lease certain facilities under operating leases expiring through our Fiscal Year 2027. Certain of these leases provide for renewal options for periods ranging from one to three years and in the normal course of business, we may exercise the renewal options. In addition to the net minimum lease payments noted above, we are contractually obligated to pay certain operating expenses during the term of the lease such as maintenance, taxes and insurance. Included in the lease obligations acquired are Polycom's sublease receipts, which have been netted against the gross lease payments above to arrive at our net minimum lease payments. Certain of these leases provide for renewal options and we may exercise the renewal options.

Unconditional Purchase Obligations

We use several contract manufacturers to manufacture raw materials, components, and subassemblies for our products. We provide these contract manufacturers with demand information that typically covers periods up to 13 weeks, and they use this information to acquire components and build products. We also obtain individual components for our products from a wide variety of individual suppliers. Consistent with industry practice, we acquire components through a combination of purchase orders, supplier contracts, and open orders based on projected demand information. As of March 28, 2020, we had outstanding off-balance sheet third-party manufacturing and component purchase commitments of $220.4 million, which we expect to consume in the normal course of business.

Toll Charge

As of March 31, 2020, our obligation associated with the deemed repatriation toll charge is $65.8 million, which we are paying over an 8-year period in installments. For additional details regarding the Tax Act and the toll charge, refer to Note 17, *Income Taxes*, of the accompanying Notes to Consolidated Financial Statements.

Unrecognized Tax Benefits

As of March 28, 2020, short-term and long-term income taxes payable reported on our consolidated balance sheet included unrecognized tax benefits and related interest of $36.5 million and $4.0 million, respectively. We are unable to reliably estimate the timing of unrecognized tax benefits, as such, they are not included in the contractual obligations table above. On June 7, 2019, a Ninth Circuit panel reversed the United States Tax Court's holding in Altera Corp. v. Commissioner, and upheld the portion of the Treasury regulations issued under IRC Section 482 requiring related-party participants in a cost sharing arrangement to share stock-based compensation costs. As a result, the Company recorded an $8.6 million discrete tax charge resulting from the cost sharing of prior stock-based compensation. We will continue to monitor developments related to the case and the potential impact on our consolidated financial statements.

CRITICAL ACCOUNTING ESTIMATES

Our consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"). In connection with the preparation of our financial statements, we are required to make assumptions and estimates about future events and apply judgments that affect the reported amounts of assets, liabilities, revenue, expenses and the related disclosures. We base our assumptions, estimates and judgments on historical experience, current trends, future expectations and other factors that management believes to be relevant at the time our consolidated financial statements are prepared. On an ongoing basis, we review the accounting policies, assumptions, estimates and judgments to ensure that our consolidated financial statements are presented fairly and in accordance with U.S. GAAP. Because future events and their effects cannot be determined with certainty, actual results could differ from our assumptions and estimates, and such differences could be material.

Our significant accounting policies are discussed in Note 2, *Significant Accounting Policies*, of the accompanying Notes to Consolidated Financial Statements in this Annual Report on Form 10-K. We believe the following accounting estimates are the most critical to aid in fully understanding and evaluating our reported financial results, and they require our most difficult, subjective, or complex judgments, resulting from the need to make estimates about the effect of matters that are inherently uncertain. We have reviewed these critical accounting estimates and related disclosures with the Audit Committee.

- Revenue Recognition and Related Allowances
- Inventory Valuation
- Product Warranty Obligations
- Income Taxes
- Business Acquisitions

- Goodwill, Purchased Intangibles, and Impairment

Revenue Recognition and Related Allowances

Our revenue consists of hardware, software, and services. Revenue is recognized when control for these offerings is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for products and services.

Our contracts with customers may include promises to provide multiple deliverables. Determining whether the offerings and services are considered distinct performance obligations that should be accounted for separately or as one combined performance obligation may require significant judgment. Judgment is required to determine the level of integration and interdependency between certain professional services and the related hardware and software. This determination influences whether the services are distinct and accounted for separately as a performance obligation.

Service revenue primarily includes maintenance support on hardware devices and is recognized ratably over the contract term as those services are delivered. Product, software, and certain other services are satisfied at a point in time when control is transferred or as the services are delivered to the customer.

For contracts with more than one performance obligation, the transaction price is allocated among the performance obligations in an amount that depicts the relative standalone selling price ("SSP") of each obligation. Judgment is required to determine the SSP for each distinct performance obligation. We use a range of amounts to estimate SSP when we sell each of the products and services separately and need to determine whether there is a discount that should be allocated based on the relative SSP of the various products and services. We typically have more than one SSP for individual products and services due to the stratification of those products and services by similar customers and circumstances. In these instances, we use relevant information such as the sales channel and geographic region to determine the SSP.

Our indirect channel model includes both a two-tiered distribution structure, where we sell to distributors that subsequently sell to resellers, and a one-tiered structure where we sell directly to resellers. For these arrangements, transfer of control begins at the time access to our services is made available to our end customer and entitlements have been contractually established, provided all other criteria for revenue recognition are met. Judgment is required to determine whether our distributors and resellers have the ability to honor their commitment to pay, regardless of whether they collect payment from their customers. If market conditions change significantly, including increased uncertainty of our channel partners liquidity as a result of COVID-19, it could change our assessment, causing a material change in the amount of revenue that we report in a particular period.

Sales through our distribution and retail channels are made primarily under agreements allowing for rights of return in limited circumstances, such as stock rotation, non-conforming products, and instances where the Company provides its approval. Certain agreements with retail customers may permit rights of return for additional reasons, such as customer satisfaction, in accordance with the terms of the particular contract. Our agreements typically provide for various sales incentive programs, such as back end rebates, discounts, marketing development funds, price protection, and other sales incentives. We have an established sales history for these arrangements and we record the estimated reserves and allowances at the time the related revenue is recognized. Customer sales returns are estimated based on historical data, relevant current data, and the monitoring of inventory in the distribution channel. The partner incentives are intended to drive hardware sell through and reduce revenue in the current period accordingly. Depending on how the payments are made and whether we have right to offset, the reserves associated with the partner incentive programs are recorded on the balance sheet as either contra accounts receivable or accounts payable.

Purchased Inventory Valuation

Inventories are valued at the lower of cost or net realizable value. The Company writes down inventories that have become obsolete or are in excess of anticipated demand or net realizable value. Our estimate of write downs for excess and obsolete inventory is based on a detailed analysis of on-hand inventory and purchase commitments in excess of forecasted demand. Our products require long-lead time parts available from a limited number of vendors and, occasionally, last-time buys of raw materials for products with long lifecycles. The effects of demand variability, long-lead times, and last-time buys have historically contributed to inventory write-downs. Our demand forecast considers projected future shipments, market conditions, inventory on hand, purchase commitments, product development plans and product life cycle, inventory on consignment, and other competitive factors. Significant and abrupt changes in product demand increases the complexity of management's evaluation of potential excess or obsolete inventory. Refer to "Off Balance Sheet Arrangements" in this Annual Report on Form 10-K for additional details regarding consigned inventories.

We have not made any material changes in the accounting methodology we use to estimate our inventory write-downs or adverse purchase commitments during the past three fiscal years. If the demand or market conditions for our products are less favorable than forecasted, including any market shifts or product demand due to the COVID-19 pandemic, or if unforeseen technological changes negatively impact the utility of our inventory, we may be required to record additional inventory write-downs or adverse purchase commitments, which would negatively affect our results of operations in the period the write-downs or adverse purchase commitments were recorded. If we increased our inventory reserve and adverse purchase commitment reserve estimates as of March 28, 2020 by a hypothetical 10%, the reserves and cost of revenues would have each increased by approximately $4.0 million and our net income would have been reduced by approximately $3.0 million.

Product Warranty Obligations

The Company records a liability for the estimated costs of warranties at the time the related revenue is recognized. Factors that affect the warranty obligation include historical and projected product failure rates, estimated return rates, material usage, service-related costs incurred in correcting product failure claims, and knowledge of specific product failures that are outside of the Company's typical experience. If actual results are not consistent with our estimates or assumptions, we may be exposed to losses or gains that could be material. If we increased our warranty obligation estimate as of March 28, 2020 by a hypothetical 10%, our obligation and the associated cost of revenues would have each increased by approximately $1.5 million and our net income would have been reduced by approximately $1.1 million.

Income Taxes

We are subject to income taxes in the U.S. and foreign jurisdictions and our income tax returns are periodically audited by domestic and foreign tax authorities. These audits may include questions regarding our tax filing positions, including the timing and amount of deductions and the allocation of income among various tax jurisdictions. At any one-time, multiple tax years may be subject to audit by various tax authorities. In evaluating the exposures associated with our various tax filing positions, we record a liability for such exposures. A number of years may elapse before a particular matter for which we have established a liability is audited and fully resolved or clarified.

To the extent we prevail in matters for which a liability has been established, or are required to pay amounts in excess of our established liability, our effective income tax rate in a given financial statement period could be materially affected. An unfavorable tax settlement would generally require use of our cash and may result in an increase in our effective income tax rate in the period of resolution. A favorable tax settlement would be recognized as a reduction in our effective income tax rate in the period of resolution.

We recognize the impact of an uncertain income tax position on income tax expense at the largest amount that is more-likely-than-not to be sustained. An unrecognized tax benefit will not be recognized unless it has a greater than 50% likelihood of being sustained. We adjust our tax liability for unrecognized tax benefits in the period in which an uncertain tax position is effectively settled, the statute of limitations expires for the relevant taxing authority to examine the tax position, or when more information becomes available. Our liability for unrecognized tax benefits contains uncertainties because management is required to make assumptions and apply judgment to estimate the exposures associated with our various filing positions.

The establishment of deferred tax assets from intra-entity transfers of intangible assets requires management to make significant estimates and assumptions to determine the fair value of such intangible assets. Critical estimates in valuing the intangible assets include, but are not limited to, internal revenue and expense forecasts, the estimated life of the intangible assets, and discount rates. The discount rates used in the income method to discount expected future cash flows to present value are adjusted to reflect the inherent risks related to the cash flow. Although we believe the assumptions and estimates we have made are reasonable and appropriate, they are based, in part, on historical experience and are inherently uncertain. Unanticipated events and circumstances may occur that could affect either the accuracy or validity of such assumptions, estimates or actual results. For more details about utilization of our deferred tax assets and associated risks, see the discussion under "*Results of Operations" - "Income Tax Expense*" as well as the Risk Factor "*We may not be able to utilize our deferred tax assets.*"

We record a valuation allowance to reduce our deferred tax assets to the net amount that we believe is more likely than not to be realized. We consider all available evidence, both positive and negative, including historical levels of income, expectations and risks associated with estimates of future taxable income, and ongoing tax planning strategies in assessing the need for a valuation allowance.

Business Acquisitions

Accounting for business acquisitions requires us to make significant estimates and assumptions, especially at the acquisition date with respect to tangible and intangible assets acquired and liabilities assumed and pre-acquisition contingencies. We use our best estimates and assumptions to accurately assign fair value to the tangible and intangible assets acquired and liabilities assumed at the acquisition date. Liabilities assumed may include litigation and other contingency reserves existing at the time of acquisition and require judgment in ascertaining the related fair values. Independent appraisals may be used to assist in the determination of the fair value of certain assets and liabilities. Such appraisals are based on significant estimates provided by us, such as forecasted revenues or profits utilized in determining the fair value of contract-related acquired intangible assets or liabilities. Significant changes in assumptions and estimates subsequent to completing the allocation of the purchase price to the assets and liabilities acquired, as well as differences in actual and estimated results, could result in material impacts to our financial results. Adjustments to the fair value of contingent consideration are recorded in earnings. Additional information related to the acquisition date fair value of acquired assets and liabilities obtained during the allocation period, not to exceed one year, may result in changes to the recorded values of acquired assets and liabilities, resulting in an offsetting adjustment to the goodwill associated with the business acquired.

Goodwill, Purchased Intangibles, and Impairment

Goodwill has been measured as the excess of the cost of an acquisition over the amount assigned to tangible and identifiable intangible assets acquired less liabilities assumed. At least annually, in the fourth quarter of each fiscal year or more frequently if indicators of impairment exist, management performs a review to determine if the carrying value of goodwill is impaired. The identification and measurement of goodwill impairment involves the estimation of fair value at the Company's reporting unit level. The Company determines its reporting units by assessing whether discrete financial information is available and if segment management regularly reviews the results of that component.

The Company performs an initial assessment of qualitative factors to determine whether the existence of events and circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of relevant events and circumstances, the Company determines that it is more likely than not that the fair value of the reporting unit exceeds its carrying value and there is no indication of impairment, no further testing is performed; however, if the Company concludes otherwise, a quantitative impairment test must be performed by estimating the fair value of the reporting unit and comparing it with its carrying value, including goodwill. If the carrying amount of a reporting unit is greater than its estimated fair value, goodwill is written down by the excess amount, limited to the total amount of goodwill allocated to that reporting unit. The fair value of the Company's reporting units is estimated using a discounted cash flow model (income approach), which utilizes Level 3 inputs. The income approach includes assumptions for, among others, forecasted revenue, operating income, and discount rates, all of which require significant judgment by management. These assumptions also consider the current industry environment and outlook, and the resulting impact on the Company's expectations for the performance of its business.

Intangible assets other than goodwill are carried at cost and amortized over their estimated useful lives. The Company reviews identifiable finite-lived intangible assets to be held and used for impairment whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. Determination of recoverability is based on the lowest level of identifiable estimated undiscounted cash flows resulting from use of the asset and its ultimate disposition. Measurement of any impairment loss is based on the amount by which the carrying value of the asset exceeds its fair market value. The fair value of an asset group is estimated using a discounted cash flow model (income approach), which utilizes Level 3 inputs. The income approach includes assumptions for, among others, forecasted revenue, operating income, and discount rates, all of which require significant judgment by management. For more details about impairment of goodwill and other intangible assets see Note 8: "*Goodwill and Purchased Asset Intangibles*" and the Risk Factor: "*Impairment of our intangible assets and goodwill have resulted in charges that adversely impact our financial results.*"

RECENT ACCOUNTING PRONOUNCEMENTS

For a description of recent accounting pronouncements, including the expected dates of adoption and estimated effects, if any, on our consolidated financial statements, see Note 3, *Recent Accounting Pronouncements* of the accompanying Notes to Consolidated Financial Statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The discussion of our exposure to market risk related to changes in interest rates and foreign currency exchange rates contains forward-looking statements that are subject to risks and uncertainties. Actual results could vary materially as a result of a number of factors including those discussed in Part I, "Item 1A. Risk Factors".

INTEREST RATE RISK

Our exposure to market risk for changes in interest rates relates primarily to our floating-rate interest payments under our $1.275 billion term loan facility. In connection with the Acquisition, we entered into a Credit Agreement with Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (the “Credit Agreement”). Borrowings under the Credit Agreement bear interest at a variable rate equal to (i) LIBOR plus a specified margin, or (ii) the base rate (which is the highest of (a) the prime rate publicly announced from time to time by Wells Fargo Bank, National Association, (b) the federal funds rate plus 0.50% or (c) the sum of 1% plus one-month LIBOR plus a specified margin.

On July 30, 2018, we entered into a 4-year amortizing interest rate swap agreement with Bank of America, NA as part of our overall strategy to manage our exposure to market risks associated with fluctuations in interest rates on the $1.275 billion term loan facility. As a matter of policy, we only enter into transactions that we believe will be highly effective at offsetting the underlying risk, and we do not use derivatives for trading or speculative purposes. Our objective is to mitigate the impact of interest expense fluctuations on our profitability related to interest rate changes by minimizing movements in future debt payments with this interest rate swap.

The swap has an initial notional amount of $831 million and matures on July 31, 2022. The swap involves the receipt of floating-rate interest payments for fixed interest rate payments over the life of the agreement. We have designated this interest rate swap as a cash flow hedge, the effective portion of changes in the fair value of the derivative is recorded to other comprehensive income (loss) on the accompanying balance sheets and reclassified into interest expense over the life of the agreement. We will review the effectiveness of this instrument on a quarterly basis, recognize current period hedge ineffectiveness immediately in earnings and will discontinue hedge accounting if we no longer consider hedging to be highly effective. For additional details, refer to Note 16, *Derivatives*, of the accompanying Notes to Consolidated Financial Statements. During the fiscal year ended March 28, 2020, we made payments of approximately $4.4 million on our interest rate swap and recognized $5.0 million within interest expense on the consolidated statement of operations. As of March 28, 2020, we had an immaterial amount of interest accrued within accrued liabilities on the consolidated balance sheet. We had an unrealized pre-tax loss of approximately $22.0 million recorded within accumulated other comprehensive income (loss) as of March 28, 2020. A hypothetical 10% increase or decrease on market interest rates related to our outstanding term loan facility could result in a corresponding increase or decrease in annual interest expense of approximately $0.8 million.

Interest rates were relatively unchanged during Fiscal Year 2020 compared to the prior fiscal year. During Fiscal Year 2020, we generated approximately $0.8 million of interest income from our portfolio of cash equivalents and investments, compared to $3.1 million in Fiscal Year 2019.

FOREIGN CURRENCY EXCHANGE RATE RISK

We are a net receiver of currencies other than the U.S. dollar ("USD"). Accordingly, changes in exchange rates, and in particular a strengthening of the USD, could negatively affect our net revenues and gross margins as expressed in USD. There is a risk that we will have to adjust local currency product pricing due to competitive pressures if there is significant volatility in foreign currency exchange rates.

The primary currency fluctuations to which we are exposed are the Euro ("EUR"), British Pound Sterling ("GBP"), Australian Dollar ("AUD"), Mexican Peso ("MXN"), and the Chinese Renminbi ("RMB"). We use a hedging strategy to diminish, and make more predictable, the effect of currency fluctuations. All of our hedging activities are entered into with large financial institutions, which we periodically evaluate for credit risks. We hedge our balance sheet exposure by hedging EUR, GBP, and AUD denominated cash, accounts receivable, and accounts payable balances, and our economic exposure by hedging a portion of anticipated EUR and GBP denominated sales and our MXN denominated expenditures. We can provide no assurance that our strategy will be successful in the future and that exchange rate fluctuations will not materially adversely affect our business. We do not hold or issue derivative financial instruments for speculative trading purposes.

The impact of changes in foreign currency rates recognized in other income and (expense), net was immaterial in both Fiscal Years 2020 and 2019. Although we hedge a portion of our foreign currency exchange exposure, the weakening of certain foreign currencies, particularly the EUR and GBP in comparison to the USD, could result in material foreign exchange losses in future periods.

Non-designated Hedges

We hedge our EUR and GBP denominated cash, accounts receivable, and accounts payable balances by entering into foreign exchange forward contracts. The table below presents the impact on the foreign exchange gain (loss) of a hypothetical 10% appreciation and a 10% depreciation of the USD against the forward currency contracts as of March 28, 2020 (in millions):

Currency - forward contracts	Position	USD Notional Value of Net Foreign Exchange Contracts	Foreign Exchange Gain From 10% Appreciation of USD	Foreign Exchange (Loss) From 10% Depreciation of USD
EUR	Sell EUR	$ 36.8	$ 3.7	$ (3.7)
GBP	Sell GBP	$ 6.6	$ 0.7	$ (0.7)

Cash Flow Hedges

Costless Collars

The Company hedges a portion of the forecasted EUR and GBP denominated revenues with costless collars. On a monthly basis, the Company enters into option contracts with a 6 to 12-month term. Collar contracts are scheduled to mature at the beginning of each fiscal quarter, at which time the instruments convert to forward contracts. The Company also enters into cash flow forwards with a three-month term. Once the hedged revenues are recognized, the forward contracts become non-designated hedges to protect the resulting foreign monetary asset position for the Company.

Approximately 52%, 53%, and 49% of net revenues in Fiscal Years 2020, 2019, and 2018, respectively, were derived from sales outside of the U.S., which were denominated primarily in EUR and GBP in each of the fiscal years.

As of March 28, 2020, we had foreign currency put and call option contracts with notional amounts of approximately €67.0 million and £18.4 million denominated in EUR and GBP, respectively. If the USD is subjected to either a 10% appreciation or 10% depreciation versus these net exposed currency positions, we could realize a gain of $6.6 million or incur a loss of $5.7 million, respectively. As of March 30, 2019, we also had foreign currency put and call option contracts with notional amounts of approximately €76.8 million and £25.8 million, denominated in EUR and GBP, respectively. Collectively, our option contracts hedge against a portion of our forecasted foreign currency denominated sales.

The table below presents the impact on the valuation of our currency option contracts of a hypothetical 10% appreciation and a 10% depreciation of the USD against the indicated option contract type for cash flow hedges as of March 28, 2020 (in millions):

Currency - option contracts	USD Notional Value of Net Foreign Exchange Contracts	Foreign Exchange Gain From 10% Appreciation of USD	Foreign Exchange (Loss) From 10% Depreciation of USD
Call options	$ 102.9	$ 0.7	$ (4.4)
Put options	$ 94.7	$ 6.0	$ (1.3)
Forwards	$ 79.6	$ 7.8	$ (7.8)

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Plantronics, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Plantronics, Inc. and its subsidiaries (the "Company") as of March 28, 2020 and March 30, 2019, and the related consolidated statements of operations, comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended March 28, 2020, including the related notes and the schedule of valuation and qualifying accounts for each of the three years in the period ended March 28, 2020 appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of March 28, 2020, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of March 28, 2020 and March 30, 2019, and the results of its operations and its cash flows for each of the three years in the period ended March 28, 2020 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of March 28, 2020, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Changes in Accounting Principles

As discussed in Note 3 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in fiscal year 2020 and the manner in which it accounts for revenue from contracts with customers in fiscal year 2019.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Goodwill Impairment Assessment

As described in Notes 2 and 8 to the consolidated financial statements, the Company's consolidated goodwill balance was $796.2 million as of March 28, 2020, and the Company recorded a goodwill impairment loss of $483.7 million in the fourth quarter of fiscal year 2020. Management conducts an impairment test in the fourth quarter of each fiscal year or more frequently if indicators of impairment exist. Management performs an initial assessment of qualitative factors to determine whether the existence of events and circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying value. If management concludes it is more likely than not, a quantitative impairment test must be performed by estimating the fair value of the reporting unit and comparing it with its carrying value, including goodwill. The fair value of the Company's reporting units was estimated using a discounted cash flow model (income approach). The income approach included assumptions for, among others, forecasted revenue, operating income, and discount rates, all of which require significant judgment by management.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment is a critical audit matter are there was significant judgment by management when developing the fair value measurement of each of the reporting units. This in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures to evaluate management's significant assumptions, including forecasted revenue, operating income, and discount rates. In addition, the audit effort involved the use of professionals with specialized skill and knowledge to assist in performing these procedures and evaluating the audit evidence obtained.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessment, including controls over the valuation of the Company's reporting units and controls over the development of significant assumptions such as forecasted revenue, operating income, and discount rates. These procedures also included, among others, testing management's process for developing the fair value estimate of the reporting units; evaluating the appropriateness of the discounted cash flow model; testing the completeness, accuracy, and relevance of underlying data used in the model; and evaluating the significant assumptions used by management, including forecasted revenue, operating income, and discount rates. Evaluating management's assumptions related to forecasted revenue and operating income involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting unit, (ii) the consistency with external market and industry data, and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow model and certain significant assumptions, including the discount rates.

Purchased Intangibles Impairment Assessment - Voice products asset group

As described in Notes 2 and 8 to the consolidated financial statements, the Company's consolidated intangible asset net carrying amount was $466.9 million as of March 28, 2020, and the Company recorded an impairment loss of $179.6 million in the fourth quarter of fiscal year 2020 within its Voice products asset group. Intangible assets are assessed for impairment whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. Management performs a recoverability test to assess the recoverability of intangible assets at an asset group level. Determination of recoverability is based on the lowest level of identifiable estimated undiscounted cash flows resulting from use of the asset group and its ultimate disposition. Measurement of any impairment loss is based on the amount by which the carrying value of the asset exceeds its fair market value. The fair value of the Company's Voice products asset group was estimated using a discounted cash flow model (income approach). The income approach included assumptions for, among others, forecasted revenue, operating income, and discount rates, all of which require significant judgment by management.

The principal considerations for our determination that performing procedures relating to the intangible asset impairment assessment is a critical audit matter are there was significant judgment by management when developing the fair value measurement of the Voice products asset group. This in turn led to a high degree of auditor judgment, subjectivity, and effort in performing procedures to evaluate management's significant assumptions, including forecasted revenue, operating income, and discount rates. In addition, the audit effort involved the use of professionals with specialized skill and knowledge to assist in performing these procedures and evaluating the audit evidence obtained.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the financial statements. These procedures included testing the effectiveness of controls relating to management's intangible asset impairment assessment, including controls over the fair value of the intangible assets and controls over the development of significant assumptions such as the forecasted revenue, operating income, and discount rates. These procedures also included, among others, testing management's process for developing the fair value estimate of the asset groups; evaluating the appropriateness of the discounted cash flow model; testing the completeness, accuracy, and relevance of underlying data used in the model; and evaluating the significant assumptions used by management, including forecasted revenue, operating income, and discount rates. Evaluating management's assumptions related to forecasted revenue and operating income involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting unit, (ii) the consistency with external market and industry data, and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow model and certain significant assumptions, including the discount rates.

/s/ PricewaterhouseCoopers LLP

San Jose, California
June 8, 2020

We have served as the Company's auditor since 1988.

PLANTRONICS, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data)

	March 28, 2020	March 30, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 213,879	$ 202,509
Short-term investments	11,841	13,332
Accounts receivable, net	246,835	337,671
Inventory, net	164,527	177,146
Other current assets	47,946	50,488
Total current assets	685,028	781,146
Property, plant, and equipment, net	165,858	204,826
Purchased intangibles, net	466,915	825,675
Goodwill	796,216	1,278,380
Deferred tax assets	82,496	5,567
Other assets	60,661	20,941
Total assets	$ 2,257,174	$ 3,116,535
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 102,159	$ 129,514
Accrued liabilities	373,666	398,715
Total current liabilities	475,825	528,229
Long term debt, net of issuance costs	1,621,694	1,640,801
Long-term income taxes payable	98,319	83,121
Other long-term liabilities	144,152	142,697
Total liabilities	2,339,990	2,394,848
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Preferred stock, $0.01 par value per share; 1,000 shares authorized, no shares outstanding	—	—
Common stock, $0.01 par value per share; 100,000 shares authorized, 57,237 shares and 56,113 shares issued at 2020 and 2019, respectively	896	884
Additional paid-in capital	1,501,340	1,431,607
Accumulated other comprehensive loss	(13,582)	(475)
(Accumulated deficit) retained earnings	(707,904)	143,344
Total stockholders' equity before treasury stock	780,750	1,575,360
Less: Treasury stock (common: 16,829 shares and 16,595 shares at 2020 and 2019, respectively) at cost	(863,566)	(853,673)
Total stockholders' equity	(82,816)	721,687
Total liabilities and stockholders' equity	$ 2,257,174	$ 3,116,535

The accompanying notes are an integral part of these consolidated financial statements.

PLANTRONICS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)

	Fiscal Year Ended		
	March 28, 2020	March 30, 2019	March 31, 2018
Net revenues			
Net product revenues	1,432,736	1,510,770	856,903
Net service revenues	264,254	163,765	—
Total net revenues	1,696,990	1,674,535	856,903
Cost of revenues			
Cost of product revenues	1,049,826	902,625	417,788
Cost of service revenues	94,929	77,771	—
Total cost of revenues	1,144,755	980,396	417,788
Gross profit	552,235	694,139	439,115
Operating expenses:			
Research, development, and engineering	218,277	201,886	84,193
Selling, general, and administrative	595,463	567,879	229,390
Impairment of goodwill and long-lived assets	489,094	—	—
(Gain) loss, net from litigation settlements	(721)	975	(420)
Restructuring and other related charges	54,177	32,694	2,451
Total operating expenses	1,356,290	803,434	315,614
Operating income (loss)	(804,055)	(109,295)	123,501
Interest expense	(92,640)	(83,000)	(29,297)
Other non-operating income and (expense), net	112	6,603	6,023
Income (loss) before income taxes	(896,583)	(185,692)	100,227
Income tax expense (benefit)	(69,401)	(50,131)	101,096
Net loss	$ (827,182)	$ (135,561)	$ (869)
Loss per common share:			
Basic	$ (20.86)	$ (3.61)	$ (0.03)
Diluted	$ (20.86)	$ (3.61)	$ (0.03)
Shares used in computing loss per common share:			
Basic	39,658	37,569	32,345
Diluted	39,658	37,569	32,345
Cash dividends declared per common share	$ 0.45	$ 0.60	$ 0.60

The accompanying notes are an integral part of these consolidated financial statements.

PLANTRONICS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands)

	Fiscal Year Ended		
	March 28, 2020	**March 30, 2019**	**March 31, 2018**
Net loss	$ (827,182)	$ (135,561)	$ (869)
Other comprehensive income (loss):			
Foreign currency translation adjustment	(220)	150	257
Unrealized gains (losses) on cash flow hedges:			
Unrealized cash flow hedge gains (losses) arising during the year	(13,172)	(4,176)	(6,741)
Net (gains) losses reclassified into net revenues for revenue hedges (effective portion)	(4,270)	(4,034)	4,715
Net (gains) losses reclassified into cost of revenues for cost of revenues hedges (effective portion)	(238)	(177)	(208)
Net (gains) losses reclassified into income for interest rate swap hedges	5,004	2,600	—
Net unrealized gains (losses) on cash flow hedges	$ (12,676)	$ (5,787)	$ (2,234)
Unrealized gains (losses) on investments:			
Unrealized holding gains (losses) during the year	—	198	48
Aggregate income tax benefit (expense) of the above items	(211)	2,095	105
Other comprehensive loss	(13,107)	(3,344)	(1,824)
Comprehensive loss	$ (840,289)	$ (138,905)	$ (2,693)

The accompanying notes are an integral part of these consolidated financial statements.

Table of Contents

PLANTRONICS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Fiscal Year Ended		
	March 28, 2020	March 30, 2019	March 31, 2018
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss	$ (827,182)	$ (135,561)	$ (869)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	230,262	201,369	21,178
Amortization of debt issuance costs	5,402	4,593	1,450
Stock-based compensation	57,095	41,934	33,959
Impairment of goodwill and long-lived assets	663,329	—	—
Deferred income taxes	(97,031)	(49,932)	7,464
Provision for excess and obsolete inventories	24,115	7,386	3,456
Restructuring and other related charges (credits)	54,177	32,694	2,451
Cash payments for restructuring charges	(37,269)	(29,463)	(2,942)
Other operating activities	6,580	9,640	(305)
Changes in assets and liabilities, net of acquisition:			
Accounts receivable	33,499	(10,307)	(12,238)
Inventory	(6,709)	(7,182)	(13,309)
Current and other assets	31,720	30,747	(2,480)
Accounts payable	(31,768)	3,658	2,884
Accrued liabilities	(49,275)	61,593	(4,164)
Income taxes	21,074	(45,122)	84,613
Cash provided by operating activities	78,019	116,047	121,148
CASH FLOWS FROM INVESTING ACTIVITIES			
Proceeds from sales of investments	2,173	131,300	197,575
Proceeds from maturities of investments	—	131,017	211,663
Purchase of investments	(1,067)	(822)	(373,281)
Acquisition, net of cash acquired	—	(1,642,241)	—
Capital expenditures	(22,880)	(26,797)	(12,468)
Proceeds from sale of property, plant and equipment and assets held for sale	4,692	—	—
Cash provided from (used for) investing activities	(17,082)	(1,407,543)	23,489
CASH FLOWS FROM FINANCING ACTIVITIES			
Repurchase of common stock	—	(13,177)	(52,948)
Employees' tax withheld and paid for restricted stock and restricted stock units	(9,891)	(14,070)	(11,429)
Proceeds from issuances under stock-based compensation plans	12,486	15,730	23,927
Payment of cash dividends	(23,970)	(22,880)	(19,996)
Proceeds from revolving line of credit	—	—	8,000
Repayments of revolving line of credit	—	—	(8,000)
Repayments of long-term debt	(25,000)	(103,188)	—
Proceeds from debt issuance, net of issuance costs	—	1,244,713	—
Cash provided from (used for) financing activities	(46,375)	1,107,128	(60,446)
Effect of exchange rate changes on cash and cash equivalents	(3,192)	(3,784)	4,500
Net increase (decrease) in cash and cash equivalents	11,370	(188,152)	88,691
Cash and cash equivalents at beginning of year	202,509	390,661	301,970
Cash and cash equivalents at end of year	$ 213,879	$ 202,509	$ 390,661
SUPPLEMENTAL DISCLOSURES			
Cash paid for income taxes	$ 3,550	$ 44,917	$ 9,757
Cash paid for interest	82,059	75,684	$ 27,899

The accompanying notes are an integral part of these consolidated financial statements.

PLANTRONICS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)

	Common Stock		Additional Paid-In	Accumulated Other Comprehensive	Retained	Treasury	Total Stockholders'
	Shares	Amount	Capital	Income	Earnings	Stock	Equity
Balances at April 1, 2017	33,416	$ 804	$ 818,777	$ 4,694	$ 319,931	$ (762,050)	$ 382,156
Net loss	—	—	—	—	(869)	—	(869)
Foreign currency translation adjustments	—	—	—	257	—	—	257
Net unrealized gains (losses) on cash flow hedges, net of tax	—	—	—	(2,190)	—	—	(2,190)
Net unrealized gains (losses) on investments, net of tax	—	—	—	109	—	—	109
Proceeds from issuances under stock-based compensation plans	1,288	12	23,915	—	—	—	23,927
Repurchase of restricted common stock	(98)	—	—	—	—	—	—
Cash dividends	—	—	—	—	(19,996)	—	(19,996)
Stock-based compensation	—	—	33,959	—	—	—	33,959
Repurchase of common stock	(1,140)	—	—	—	—	(52,948)	(52,948)
Employees' tax withheld and paid for restricted stock and restricted stock units	(215)	—	—	—	—	(11,429)	(11,429)
Other equity changes related to compensation	—	—	(6)	—	—	—	(6)
Balances at March 31, 2018	33,251	816	876,645	2,870	299,066	(826,427)	352,970
Adoption of new accounting standards	—	—	—	(124)	2,719	—	2,595
Net loss	—	—	—	—	(135,561)	—	(135,561)
Foreign currency translation adjustments	—	—	—	150	—	—	150
Net unrealized gains (losses) on cash flow hedges, net of tax	—	—	—	(3,371)	—	—	(3,371)
Proceeds from issuances under stock-based compensation plans	576	4	18,716	—	—	—	18,720
Repurchase of restricted common stock	(93)	—	—	—	—	—	—
Issuance of common stock for acquisition	6,352	64	494,201	—	—	—	494,265
Cash dividends	—	—	—	—	(22,880)	—	(22,880)
Stock-based compensation	—	—	41,934	—	—	—	41,934
Repurchase of common stock	(361)	—	—	—	—	(13,177)	(13,177)
Employees' tax withheld and paid for restricted stock and restricted stock units	(207)	—	—	—	—	(14,070)	(14,070)
Other equity changes related to compensation	—	—	112	—	—	—	112
Balances at March 30, 2019	39,518	884	1,431,608	(475)	143,344	(853,674)	721,687
Net loss	—	—	—	—	(827,182)	—	(827,182)
Foreign currency translation adjustments	—	—	—	(220)	—	—	(220)
Net unrealized gains (losses) on cash flow hedges, net of tax	—	—	—	(12,887)	—	—	(12,887)
Proceeds from issuances under stock-based compensation plans	426	6	751	—	—	—	757
Repurchase of restricted common stock	(40)	—	—	—	—	—	—
Cash dividends	—	—	—	—	(23,970)	—	(23,970)
Stock-based compensation	—	—	57,094	—	—	—	57,094
Employees' tax withheld and paid for restricted stock and restricted stock units	(234)	—	—	—	—	(9,892)	(9,892)
Proceeds from ESPP	736	6	11,887				11,893
Impact of new accounting standards adoption	—	—	—	—	(89)	—	(89)
Other equity changes related to compensation	—	—	—	—	(7)	—	(7)
Balances at March 28, 2020	40,406	$ 896	$ 1,501,340	$ (13,582)	$ (707,904)	$ (863,566)	$ (82,816)

The accompanying notes are an integral part of these consolidated financial statements.

PLANTRONICS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. THE COMPANY

Plantronics, Inc. (“Poly,” the “Company”) is a leading global communications company that designs, manufactures, and markets integrated communications and collaboration solutions that span headsets, open Session Initiation Protocol ("SIP") and native ecosystem desktop phones, conference room phones, video conferencing solutions and peripherals, including cameras , speakers, and microphones, cloud management and analytics software solutions, and services. The Company has two operating segments, Products and Services, and offers its products under the poly , *Plantronics* and *Polycom* brands.

Founded in 1961, the Company is incorporated in the state of Delaware under the name Plantronics, Inc. and in March 2019, the Company changed the name under which it markets itself to Poly. The Company is listed on the New York Stock Exchange ("NYSE") under the ticker symbol PLT.

2. SIGNIFICANT ACCOUNTING POLICIES

Management's Use of Estimates and Assumptions

The Company's consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"). In connection with the preparation of its financial statements, the Company is required to make assumptions and estimates about future events and apply judgments that affect the reported amounts of assets, liabilities, net revenues, expenses, and the related disclosures. The Company bases its assumptions, estimates, and judgments on historical experience, current trends, future expectations, and other factors that management believes to be relevant at the time the consolidated financial statements are prepared. On an ongoing basis, the Company reviews its accounting policies, assumptions, estimates, and judgments, including those related to revenue and related reserves and allowances, inventory valuation, product warranty obligations, the useful lives of long-lived assets including property, plant and equipment, investment fair values, stock-based compensation, the valuation of and assessment of recoverability of intangible assets and their useful lives, income taxes, contingencies, and restructuring charges, to ensure that the consolidated financial statements are presented fairly and in accordance with U.S. GAAP. Because future events and their effects cannot be determined with certainty, actual results could differ from the Company's assumptions and estimates.

Risks and Uncertainties

The Company has a history of generating positive cash flows. Subsequent to the Acquisition of Polycom in July 2018 the level of operating cash flows has been negatively impacted by integration, restructuring activities, and increased interest payments on long-term debt. In connection with the Acquisition, the Company entered into a $1.245 billion term loan facility due in May 2025, and a $100 million revolving credit facility due in May 2023 which includes certain financial covenants. In addition, the Company has $500.0 million of 5.50% Senior Notes which are due upon maturity in May 2023. Refer to Note 10, *Debt*, of the accompanying Notes to Consolidated Financial Statements

Due to the COVID-19 pandemic, the Company is subject to a greater degree of uncertainty than normal in making the judgments and estimates needed to apply its significant accounting policies. The Company has assessed various accounting estimates and other matters, including those that require consideration of forecasted financial information, in context to the unknown future impacts of COVID-19 using information that is reasonably available as of the issuance date of the consolidated financial statements. The accounting estimates and other matters the Company has assessed include, but were not limited to, impairment of goodwill and other long-lived assets, allowance for doubtful accounts, valuation allowances for deferred tax assets, inventory and related reserves, and revenue recognition and related reserves. As the impact of COVID-19 continues to develop, the Company may make changes to these estimates and judgments, which could result in material impacts to the financial statements in future periods. The extent and duration of the impact of the COVID-19 pandemic on the Company's business is highly uncertain and difficult to predict, as the response to the pandemic is in its incipient stages and information is rapidly evolving. The Company relies on contract manufacturers and sourcing of materials from the Asia Pacific region as well as its own manufacturing facility in Mexico. The Company has experienced disruptions in both its own supply chain as well as those of its contract manufacturers as a result of COVID-19 and as this virus has impacted various regions differently, the Company may in the future experience further business operation disruptions. Such disruptions have had, and may continue to have, a material impact on the Company's ability to fulfill customer orders and adversely affect the ability to meet customer demands as more companies move to remote working. Additionally, if a significant number of the Company's workforce employed in any of these manufacturing facilities or in the Company's offices were to contract the virus, the Company may experience delays or the inability to develop, produce and deliver the Company's products on a timely basis. Furthermore, capital markets and economies worldwide have also been negatively impacted by the COVID-19 pandemic, and it is possible that it could cause a local and/or global economic recession.

The severity of the impact of the COVID-19 pandemic on the Company's business will depend on a number of factors, including, but not limited to, the duration and severity of the pandemic and the extent and severity of the impact on its customers and suppliers, all of which are uncertain and cannot be predicted. The Company's future results of operations and liquidity could be adversely impacted by delays in payments of outstanding receivable amounts beyond normal payment terms, including potential write-offs due to financial weakness and/or bankruptcy of its customers, supply chain disruptions and uncertain demand, and the impact of any initiatives or programs that the Company may undertake to address financial and operational challenges faced by its customers and suppliers. As of the date of issuance of these consolidated financial statements, the extent to which the COVID-19 pandemic may materially impact the Company's financial condition, liquidity, or results of operations is uncertain.

The Company has considered multiple scenarios in its operating forecast to assess the range of potential impacts on its financial position and liquidity. These scenarios include a base case scenario and stress test scenarios that consider the potential negative impacts of the varying risks associated with COVID-19 and the current economic environment as well as the mitigating actions that are within the control of the Company. In evaluating potential scenarios, the Company performed a comprehensive analysis of recent industry forecasts, revenue impacts of past major crises, and types and associated probabilities of potential economic impacts and recoveries.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. The Company has included the results of operations of acquired companies from the date of acquisition. All intercompany balances and transactions have been eliminated.

Fiscal Year

The Company’s fiscal year ends on the Saturday closest to the last day of March. Fiscal Years 2020, 2019, and 2018 each had 52 weeks and ended on March 28, 2020, March 30, 2019, and March 31, 2018, respectively.

Financial Instruments

Cash, Cash Equivalents and Investments
All highly liquid investments with initial stated maturities of three months or less at the date of purchase are classified as cash equivalents. The Company classifies its investments as either short-term or long-term based on each instrument's underlying effective maturity date and reasonable expectations with regard to sales and redemptions of the instruments. All short-term investments have effective maturities less than 12 months, while all long-term investments have effective maturities greater than 12 months. The Company may sell its investments prior to their stated maturities for strategic purposes, in anticipation of credit deterioration, or for duration management. The Company did not incur any material realized or unrealized gains or losses during Fiscal Year 2020.

As of March 28, 2020, with the exception of assets related to the Company's deferred compensation plan and classified as trading securities, all investments were classified as available-for-sale, with unrealized gains and losses recorded as a separate component of accumulated other comprehensive income (loss) ("AOCI") in stockholders’ equity. The specific identification method is used to determine the cost of disposed securities, with realized gains and losses reflected in other non-operating income and (expense), net.

Foreign Currency Derivatives
The Company accounts for its derivative instruments as either assets or liabilities and carries them at fair value. Derivative foreign currency contracts are valued using pricing models that use observable inputs. The accounting for changes in the fair value of a derivative depends on the intended use of the derivative and the resulting designation.

The Company enters into foreign exchange forward contracts to reduce the impact of foreign currency fluctuations on assets and liabilities denominated in currencies other than the functional currency of the reporting entity. The Company does not elect to obtain hedge accounting for these forward contracts. These forward contracts are carried at fair value with changes in the fair value recorded within other non-operating income and (expense), net in the consolidated statements of operations. Gains and losses on these contracts are intended to offset the impact of foreign exchange rate changes on the underlying foreign currency denominated assets and liabilities, and therefore, do not subject the Company to material balance sheet risk.

The Company has significant international revenues and costs denominated in foreign currencies, subjecting it to foreign currency risk. The Company purchases foreign currency option contracts and cross-currency swaps that qualify as cash flow hedges, with maturities of up to 24 months, to reduce the volatility of cash flows related primarily to forecasted revenue and expenses. All outstanding derivatives are recognized on the balance sheet at fair value. The effective portion of the designated derivative's gain or loss is initially reported as a component of AOCI and is subsequently reclassified into the financial statement line item in which the hedged item is recorded in the same period the forecasted transaction affects earnings.

The Company entered into a 4-year amortizing interest rate swap in order to hedge against changes in cash flows (interest payments) attributable to fluctuations in the Company's variable rate debt. The effective portion of changes in the fair value of the derivative is recorded to other comprehensive income (loss) on the accompanying balance sheets and reclassified into interest expense over the life of the underlying debt as interest on the Company's floating rate debt is accrued. The Company reviews the effectiveness of this instrument on a quarterly basis, recognizes current period hedge ineffectiveness immediately in earnings and will discontinue hedge accounting if the Company no longer considers hedging to be highly effective.

The Company does not hold or issue derivative financial instruments for speculative trading purposes. The Company enters into derivatives only with counterparties that are among the largest United States ("U.S.") banks, ranked by assets, in order to minimize its credit risk and to date, no such counterparty has failed to meet its financial obligations under such contracts.

Provision for Doubtful Accounts

The Company maintains a provision for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. The Company regularly performs credit evaluations of its customers' financial conditions and considers factors such as historical experience, credit quality, age of the accounts receivable balances, geographic or country-specific risks, and economic conditions that may affect a customer's ability to pay.

Production Inventory and Related Reserves

Inventories are valued at the lower of cost or net realizable value. Cost is computed using standard cost, which approximates actual cost on a first-in, first-out basis. The Company writes down inventories that have become obsolete or are in excess of anticipated demand or net realizable value. The Company's estimate of write downs for excess and obsolete inventory is based on a detailed analysis of on-hand inventory and purchase commitments in excess of forecasted demand.

A substantial portion of the raw materials, components and subassemblies (together, "parts") used in the Company's products are provided by its suppliers on a consignment basis. These consigned inventories are not recorded on the Company's consolidated balance sheet until it takes title to the parts, which occurs when they are consumed in the production process. The Company provides forecasts to its suppliers covering up to thirteen weeks of demand and places purchase orders when the parts are consumed in the production process, at which time all rights, title, and interest in and to the parts transfers to the Company. Prior to consumption in the production process, the Company's suppliers bear the risk of loss and retain title to the consigned inventory. As of March 28, 2020, and March 30, 2019, the off-balance sheet consigned inventory balances were $21.7 million and $47.1 million, respectively.

The terms of the agreements allow the Company to return parts in excess of maximum order quantities to the suppliers at the supplier's expense. Returns for other reasons are negotiated with the suppliers on a case-by-case basis and to date have been immaterial. As of March 28, 2020, the Company's aggregate purchase commitments to its suppliers for parts used in the manufacture of the Company's products, including the off-balance sheet consigned inventory discussed above, was $220.4 million, which the Company expects to utilize in the normal course of business, net of an immaterial purchase commitments reserve. The Company's purchase commitments reserve reflects the Company's estimate of purchase commitments it does not expect to use in normal ongoing operations within the next twelve months.

Product Warranty Obligations

The Company records a liability for the estimated costs of warranties at the time the related revenue is recognized. The specific warranty terms and conditions range from one to two years starting from the delivery date to the end user and vary depending upon the product sold and the country in which the Company does business. Factors that affect the warranty obligations include product failure rates, estimated return rates, the amount of time lapsed from the date of sale to the date of return, material usage, service related costs incurred in correcting product failure claims, and knowledge of specific product failures that are outside of the Company's typical experience.

Goodwill and Purchased Intangibles

Goodwill has been measured as the excess of the cost of acquisition over the amount assigned to tangible and identifiable intangible assets acquired less liabilities assumed. At least annually, in the fourth quarter of each fiscal year or more frequently if indicators of impairment exist, management performs a review to determine if the carrying value of goodwill is impaired. The identification and measurement of goodwill impairment involves the estimation of fair value at the Company's reporting unit level. The Company determines its reporting units by assessing whether discrete financial information is available and if segment management regularly reviews the results of that component. During the fourth quarter of Fiscal Year 2020, the Company made key changes to its executive management, which ultimately resulted in a change to the composition of its reportable segments and consequently a change from one to four reporting units – Headsets, Voice, Video, and Services.

The Company performs an initial assessment of qualitative factors to determine whether the existence of events and circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of relevant events and circumstances, the Company determines that it is more likely than not that the fair value of the reporting unit exceeds its carrying value and there is no indication of impairment, no further testing is performed; however, if the Company concludes otherwise, a quantitative impairment test must be performed by estimating the fair value of the reporting unit and comparing it with its carrying value, including goodwill. If the carrying amount of a reporting unit is greater than its estimated fair value, goodwill is written down by the excess amount, limited to the total amount of goodwill allocated to that reporting unit. In the fourth quarter of Fiscal Year 2020, the Company performed a quantitative assessment and determined that the carrying amount of its reporting units were greater than its estimated fair value and therefore recorded an impairment charge. Refer to Note 8, *Goodwill and Purchased Intangible Assets*, of the accompanying Notes to Consolidated Financial Statements.

Intangible assets other than goodwill are carried at cost and amortized on a straight-line basis over their estimated useful lives. The Company reviews identifiable finite-lived intangible assets to be held and used for impairment whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable. Such conditions may include an economic downturn or a change in the assessment of future operations. The Company performs a recoverability test to assess the recoverability of intangible assets at an asset group level. Determination of recoverability is based on the lowest level of identifiable estimated undiscounted cash flows resulting from use of the asset group and its ultimate disposition. Measurement of any impairment loss is based on the amount by which the carrying value of the asset exceeds its fair market value.

Property, Plant and Equipment

Property, plant and equipment is stated at cost less accumulated depreciation and amortization. Depreciation is calculated using the straight-line method over the estimated useful lives of the respective assets, which range from two to thirty years. Amortization of leasehold improvements is computed using the straight-line method over the shorter of the estimated useful lives of the assets or the remaining lease term. Capitalized software costs are amortized on a straight-line basis over the estimated useful life of the assets.

Property, plant and equipment is reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. The Company recognizes an impairment charge in the event the net book value of such assets exceeds the future undiscounted cash flows attributable to the asset group. No material impairment losses were incurred in the periods presented.

Leases

The Company's lease portfolio consists primarily of real estate facilities under operating leases. The Company determines if an arrangement is or contains a lease at inception. ROU assets and lease liabilities are recognized at commencement based on the present value of the future minimum lease payments over the lease term. The Company applies its incremental borrowing rate, which approximates the rate at which the Company would borrow, on a secured basis, in the country where the lease was executed, to determine the present value of the future minimum lease payments when the respective lease does not provide an implicit rate. Certain of the Company's lease agreements include options to extend or renew the lease terms. Such options are excluded from the minimum lease obligation unless they are reasonably certain to be exercised. Operating lease expense is recognized on a straight-line basis over the lease term.

In addition, the Company elected to exclude leases with terms of one year or less from its balance sheet and continue to separately account for lease and non-lease components.

Fair Value Measurements

All financial assets and liabilities are recognized or disclosed at fair value in the financial statements. Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1

The Company's Level 1 financial assets consist of Mutual Funds. The fair value of Level 1 financial instruments is measured based on the quoted market price of identical securities.

Level 2
The Company's Level 2 financial assets and liabilities consist of derivative foreign currency contracts, an interest rate swap, a term loan facility, and 5.50% Senior Notes. The fair value of Level 2 derivative foreign currency contracts and the interest rate swap is determined using pricing models that use observable market inputs. For more information regarding the Company's derivative assets and liabilities, refer to Note 16, *Derivatives*. The fair value of Level 2 5.50% Senior Notes and the term loan facility are determined based on inputs that were observable in the market, including the trading price of the notes when available. For more information regarding the Company's 5.50% Senior Notes and term loan facility, refer to Note 10, *Debt,* of the accompanying Notes to Consolidated financial Statements.

Level 3
The Company's revolving credit facility falls under the Level 3 hierarchy. The fair value of Level 3 revolving credit facility is determined based on inputs that were unobservable in the market. For more information regarding the Company's debt, refer to Note 10, *Debt,* of the accompanying Notes to Consolidated Financial Statements.

Revenue Recognition

Revenue is recognized when obligations under the terms of a contract with the Company's customer are satisfied; generally, this occurs with the transfer of control of its products or services. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring goods or providing services. The majority of the Company's business relates to physical product shipments, for which revenue is generally recognized once title and risk of loss of the product are transferred to the customer. The Company believes that transfer of title and risk of loss best represent the moment at which the customer’s ability to direct the use of and obtain substantially all the benefits of an asset have been achieved. The Company has elected to recognize the cost for freight and shipping when control over products have transferred to the customer as an expense in Cost of Revenues.

The Company's service revenue is recognized either over-time or at a point-in-time depending on the nature of the offering. Revenues associated with non-cancelable maintenance and support contracts comprise approximately 90% of the Company's overall service revenue and are recognized ratably over the contract term which typically ranges between one and three years. The Company believes this recognition period faithfully depicts the pattern of transfer of control for maintenance and support as the services are provided in relatively even increments and on a daily basis. For certain products, support is provided free of charge without the purchase of a separate maintenance contract. If the support is determined to rise to the level of a performance obligation, the Company allocates a portion of the transaction price to the implied support obligation and recognizes service revenue over the estimated implied support period which can range between one month to several years, depending on the circumstances. Revenues associated with Professional Services are recognized when the Company has objectively determined that the obligation has been satisfied, which is usually upon customer acceptance.

The Company's contracts with customers often include promises to transfer multiple products and services to a customer. Determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. The Company allocates the transaction price of a contract, to each identified performance obligation based on stand-alone selling price (“SSP”). A fixed discount is always subject to allocation in this manner. If the transaction price is considered variable, the Company determines if the consideration is associated with one or many, but not all of the performance obligations and allocates accordingly. Judgment is also required to determine the stand-alone selling price (“SSP") for each distinct performance obligation. The Company derives SSP for its performance obligations through a stratification methodology and consider a number of characteristics including consideration related to different service types, customer and geography characteristics. In instances where SSP is not directly observable, such as when the Company does not sell the product or service separately, the Company determines the SSP using information that may include market conditions and other observable inputs.

On occasion, the Company will fulfill only part of a purchase order due to lack of current availability for one or more items requested on an order. The Company's practice is to ship what is on hand, with the remaining goods shipped once the product is in stock which is generally less than one year from the date of the order. Depending on the terms of the contract or operationally, undelivered or backordered items may be canceled by either party at their discretion.

The distributor contracts are made under agreements that allow for rights of return and include various sales incentive programs, such as back end rebates, discounts, marketing development funds, and other sales incentives. The Company can reasonably estimate the sales incentives due to an established sales history with customers and records the estimated reserves and allowances at the time the related revenue is recognized.

Advertising Costs

The Company expenses all advertising costs as incurred. Advertising expense for the years ended March 28, 2020, March 30, 2019, and March 31, 2018 was $0.8 million, $1.2 million, and $0.9 million, respectively.

Income Taxes

Deferred income taxes are determined based on the differences between the financial reporting and tax bases of assets and liabilities and are measured using the currently enacted tax rates and laws. The Company records a valuation allowance against particular deferred income tax assets if it is more likely than not that those assets will not be realized. The provision for income taxes comprises the Company's current tax liability and changes in deferred income tax assets and liabilities.

Significant judgment is required in evaluating the Company's uncertain tax positions and determining its provision for (benefit from) income taxes. The Company establishes reserves for tax-related uncertainties based on estimates of whether, and the extent to which, additional taxes will be due. These reserves are established when the Company believes that certain positions might be challenged despite its belief that its tax return positions are in accordance with applicable tax laws. The Company adjusts these reserves in light of changing facts and circumstances, such as the closing of a tax audit, new tax legislation, or the change of an estimate. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will affect the provision for income taxes in the period in which such determination is made. The provision for income taxes includes the effect of reserve provisions and changes to reserves that are considered appropriate, as well as the related net interest and penalties.

The Company is subject to income taxes in the U.S. and foreign jurisdictions. At any one-time, multiple tax years are subject to audit by various tax authorities.

The Company accounts for Global Intangible Low-Taxed Income (“GILTI”) as period costs when incurred.

Earnings (Loss) Per Share

The Company has a share-based compensation plan under which employees, non-employee directors, and consultants may be granted share-based payment awards, including shares of restricted stock on which non-forfeitable dividends are paid on unvested shares. As such, shares of restricted stock are considered participating securities under the two-class method of calculating earnings per share. Historically, the two-class method of calculating earnings per share did not have a material impact on the Company's earnings per share calculation under the treasury stock method. During periods of net loss, no effect is given to participating securities since they do not share in the losses of the Company. For further details refer to Note 18, *Computation of Earnings Per Common Share*.

Comprehensive Income (Loss)

Comprehensive income (loss) consists of two components, net income and other comprehensive income. Other comprehensive income refers to income, expenses, gains, and losses that under U.S. GAAP are recorded as an element of stockholders’ equity but are excluded from net income. Accumulated other comprehensive income, as presented in the accompanying consolidated balance sheets, consists of foreign currency translation adjustments, unrealized gains and losses on derivatives designated as cash flow hedges, net of tax, and unrealized gains and losses on marketable securities classified as available-for-sale, net of tax.

Foreign Operations and Currency Translation

The Company's functional currency is the U.S. Dollar (“USD") for all entities. Assets and liabilities denominated in currencies other than the USD are re-measured at the period-end rates for monetary assets and liabilities and at historical rates for non-monetary assets and liabilities. Revenues and expenses are re-measured at average monthly rates, which approximate actual rates. Foreign currency transaction gains and losses are recognized in other non-operating income and (expense), net, and have not been material for all periods presented.

Stock-Based Compensation Expense

The Company applies the provisions of the Compensation - Stock Compensation Topic of the FASB ASC 718, which requires the measurement and recognition of compensation expense for all share-based payment awards made to employees and non-employee directors based on estimated fair values. The Company recognizes the grant-date fair value of stock-based compensation as compensation expense using the straight-line attribution approach over the service period for which the stock-based compensation is expected to vest. The Company estimates expected forfeitures at the time of grant and they are determined based on historical activity, which the Company believes is indicative of expected future forfeitures.

The Company accounts for excess tax benefits and tax deficiencies to be recognized in the provision for income taxes as discrete items in the period when the awards vest or are settled. The amount of excess tax benefits or deficiencies will fluctuate from period-to-period based on the price of the Company's stock, the volume of share-based instruments settled or vested, and the value assigned to employee equity awards under U.S. GAAP. For further details refer to Note 17, *Income Taxes*.

Treasury Shares

From time to time, the Company repurchases shares of its common stock, depending on market conditions, in the open market or through privately negotiated transactions, in accordance with programs authorized by the Board of Directors. Repurchased shares are held as treasury stock until such time as they are retired or re-issued. Retirements of treasury stock are non-cash equity transactions in which the reacquired shares are returned to the status of authorized but unissued shares and the cost is recorded as a reduction to both retained earnings and treasury stock. The stock repurchase programs are intended to offset the impact of dilution resulting from the Company's stock-based compensation programs.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash equivalents, short-term investments, and trade accounts receivable.

The Company's investment policy limits investments to highly-rated securities. In addition, the Company limits the amount of credit exposure to any one issuer and restricts placement of these investments to issuers evaluated as creditworthy. As of March 28, 2020, and March 30, 2019, the Company's investments were composed solely of mutual funds.

Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers that comprise the Company's customer base and their dispersion across different geographies and markets. Three customers, Ingram Micro Group, ScanSource, and Synnex Group, accounted for 22.2%, 17.3%, and 15.6%, respectively, of total net accounts receivable as of March 28, 2020. Three customers, Ingram Micro Group, ScanSource, and D&H Distributors, accounted for 21.3%, 19.2%, and 10.9%, respectively, of total net accounts receivable as of March 30, 2019. The Company does not believe other significant concentrations of credit risk exist. The Company performs ongoing credit evaluations of its customers' financial condition and requires no collateral from its customers. The Company maintains a provision for doubtful accounts based upon expected collectability of all accounts receivable.

Certain inventory components required by the Company are only available from a limited number of suppliers. The rapid rate of technological change and the necessity of developing and manufacturing products with short lifecycles may intensify these risks. The inability to obtain components as required, or to develop alternative sources, as required in the future, could result in delays or reductions in product shipments, which in turn could have a material adverse effect on the Company's business, financial condition, results of operations and cash flows.

Related Party

The Company's vendor, Digital River, Inc. ("Digital River"), with whom the Company had an existing relationship prior to the Acquisition of Polycom for e-commerce services, is a wholly owned subsidiary of Siris Capital Group, LLC ("Siris"). Triangle Private Holdings II, LLC ("Triangle") is also a wholly owned subsidiary of Siris. Immediately prior to the Company's Acquisition of Polycom on July 2, 2018, Triangle was Polycom's sole shareholder and, pursuant to the Company's stock purchase agreement with Triangle, currently owns approximately 17.8% of Plantronics' issued and outstanding stock. Additionally, in connection with the Acquisition of Polycom, the Company entered into a Stockholder Agreement with Triangle pursuant to which it agreed to appoint two individuals to the Company's board of directors nominated by Triangle. As a consequence of these relationships, Digital River is considered a related party under Topic 850. The Company had immaterial transactions with Digital River during the years ended March 28, 2020, and March 30, 2019.

Accounts Receivable Financing

The Company holds a financing agreement with an unrelated third-party financing company (the "Financing Agreement") whereby the Company offers distributors and resellers direct or indirect financing on their purchases of products and services. In return, the Company agrees to pay the financing company a fee based on a pre-defined percentage of the transaction amount financed. In certain instances, these financing arrangements result in a transfer of the Company's receivables, without recourse, to the financing company. If the transaction meets the applicable criteria under Topic 860, and is accounted for as a sale of financial assets, the related accounts receivable is excluded from the balance sheet upon receipt of the third-party financing company's payment remittance. In certain legal jurisdictions, the arrangements that involve maintenance services or products bundled with maintenance at one price do not qualify as sale of financial assets in accordance with the authoritative guidance. Accordingly, accounts receivable related to these arrangements are accounted for as a secured borrowing in accordance with Topic 860 and the Company records a liability for any cash received, while maintaining the associated accounts receivable balance until the distributor or reseller remits payment to the third-party financing company.

In Fiscal Year 2020, total transactions entered pursuant to the terms of the Financing Agreement were approximately $197.1 million, of which $105.3 million was related to the transfer of a financial asset. The financing of these receivables accelerated the collection of cash and reduced the Company's credit exposure. Included in "Accounts receivables, net" in the Company's consolidated balance sheet as of March 28, 2020 was approximately $22.5 million due from the financing company, of which $16.5 million was related to accounts receivable transferred. Total fees incurred pursuant to the Financing Agreement was $3.4 million for the year ended March 28, 2020. These fees are recorded as a reduction of net revenues in the Company's consolidated statement of operations.

Reclassifications

Certain prior year amounts have been reclassified for consistency with current year presentation. Each of the reclassifications was immaterial and had no effect on the Company's results of operations.

3. RECENT ACCOUNTING PRONOUNCEMENTS

Recently Issued Pronouncement

In June 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("ASU 2016-13")* which changes the impairment model for most financial assets. The new model uses a forward-looking expected loss method, which will generally result in earlier recognition of allowances for losses. The guidance is effective for the Company's fiscal year ending March 31, 2021 with early adoption permitted beginning in the first quarter of Fiscal Year 2020. The adoption of ASU 2016-13 is not expected to have a material impact on the Company's financial position and the results of operations.

Recently Adopted Pronouncements

In February 2016, the FASB issued guidance on the recognition and measurement of leases (“ASC 842”). Under the new guidance lessees are required to recognize a lease liability and a corresponding right-of-use (“ROU”) asset on the balance sheet for virtually all leases, essentially eliminating off-balance sheet financing. On March 31, 2019, the Company adopted ASC 842 using the modified retrospective approach and recognized $57.3 million in ROU assets within Other assets and $68.5 million in lease liabilities, of which $25.7 million and $42.8 million were included within Accrued liabilities and Other long-term liabilities, respectively, on its consolidated balance sheet. The initial ROU assets recognized were adjusted for accrued rent and facility-related restructuring liabilities as of the adoption date. The adoption of ASC 842 did not have a material impact on the Company's consolidated statement of operations.

As permitted by the new standard, the Company elected the package of practical expedients which allows it to carry forward its historical lease evaluation and classification.

In January 2017, the FASB issued ASU No. 2017-04, Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment (“ASU No. 2017-04”). ASU No. 2017-04 eliminates Step 2 as part of the goodwill impairment test. The amount of the impairment charge to be recognized would now be the amount by which the carrying value exceeds the reporting unit’s fair value. The loss to be recognized cannot exceed the amount of goodwill allocated to that reporting unit. The amendments in ASU No. 2017-04 are effective for annual or interim goodwill impairment tests in fiscal years beginning after December 15, 2019. An entity should apply the amendments in this update on a prospective basis. An entity is required to disclose the nature of and reason for the change in accounting principle upon transition. That disclosure should be provided in the first annual period and in the interim period when the entity initially adopts the amendments in this update. The Company elected to early adopt ASU No. 2017-04 beginning in the fourth quarter of Fiscal Year 2020 and determined and disclosed the goodwill impairment charge discussed in Note 8 in accordance with this guidance. The Company adopted Topic 606 Revenue from Contracts with Customers to all contracts not completed as of the initial application date of April 1, 2018. Topic 606 also includes Subtopic 340-40, Other Assets and Deferred Costs - Contracts with Customers, which requires the deferral of incremental costs of obtaining a contract with a customer. As a result, the Company has changed its accounting policy for revenue recognition and applied Topic 606 using the modified retrospective method by recognizing the cumulative effect of initially applying Topic 606 as an adjustment to the opening balance of retained earnings at April 1, 2018. Therefore, the comparative information has not been adjusted and continues to be reported in accordance with the Company's historic accounting under Topic 605.

4. ACQUISITION

Polycom Acquisition

On July 2, 2018 ("Acquisition Date"), the Company completed the Acquisition of Polycom based upon the terms and conditions contained in the Purchase Agreement dated March 28, 2018 . The Company believes the Acquisition will better position Plantronics with its channel partners, customers, and strategic alliance partners by allowing the Company to pursue additional opportunities across the Unified Communications & Collaboration ("UC&C") market in both hardware end points and services.

At the closing of the Acquisition, the Company acquired Polycom for approximately $2.2 billion with the total consideration consisting of (1) 6.4 million shares of the Company's common stock (the "Stock Consideration") valued at approximately $0.5 billion and (2) approximately $1.7 billion in cash net of cash acquired (the "Cash Consideration"), resulting in Triangle, which was Polycom's sole shareholder, owning approximately 16.0% of the Company immediately following the Acquisition. The consideration paid at closing was subject to a working capital, tax and other adjustments. This transaction was accounted for as a business combination and the Company has included the financial results of Polycom in the Consolidated Financial Statements since the date of Acquisition.

During the quarter ended June 29, 2019, the Company finalized its allocation of the purchase price to the estimated fair value of the assets acquired and liabilities assumed. Since the Acquisition, the Company has recorded measurement period adjustments to reflect facts and circumstances in existence as of the Acquisition date. These adjustments included deferred tax and tax liabilities of $45.2 million, a working capital adjustment of $8.0 million, and various other immaterial adjustments of $1.4 million, resulting in a decrease to goodwill of approximately $54.6 million.

The allocation of the purchase price to the estimated fair value of the assets acquired and liabilities assumed at the Acquisition date is as follows:

(in thousands)		July 2, 2018
ASSETS		
Cash and cash equivalents	$	80,139
Trade receivables, net		165,798
Inventories		109,074
Prepaid expenses and other current assets		68,558
Property and equipment, net		79,497
Intangible assets		985,400
Other assets		27,237
Total assets acquired	$	1,515,703
LIABILITIES		
Accounts payable	$	80,653
Accrued payroll and related liabilities		44,538
Accrued expenses		147,167
Income tax payable		27,044
Deferred revenue		115,061
Deferred income taxes		94,618
Other liabilities		54,394
Total liabilities assumed	$	563,475
Total identifiable net assets acquired		952,228
Goodwill		1,264,417
Total Purchase Price	$	2,216,645

The estimate of fair value and purchase price allocation were based on information available at the time of closing the Acquisition. The Acquisition resulted in $1,264 million of goodwill, which represents the excess of the purchase price over the fair value of identifiable assets acquired and liabilities assumed.

The following table shows the fair value of the separately identifiable intangible assets at the time of Acquisition and the period over which each intangible asset will be amortized:

(in thousands, except for remaining life)		Fair Value	Weighted-Average Amortization Period
Existing technology	$	538,600	4.95
Customer relationships		245,100	5.46
Trade name/Trademarks		115,600	9.00
Backlog		28,100	0.25
Total amortizable intangible assets acquired		927,400	5.45
In-process research and development		58,000	
Total acquired intangible assets	$	985,400	

Existing technology relates to products for voice, video and platform products. The Company valued the developed technology using the discounted cash flow method under the income approach. This method reflects the present value of the projected cash flows that are expected to be generated by the developed technology less charges representing the contribution of other assets to those cash flows. The economic useful life was determined based on the technology cycle related to each developed technology, as well as the cash flows over the forecast period.

Customer relationships represent the fair value of future projected revenue that will be derived from sales of products to existing customers of Polycom. Customer relationships were valued using the discounted cash flow method as described above and the distributor method under the income approach. Under the distributor method, the economic profits generated by a distributor are deemed to be attributable to the customer relationships. The economic useful life was determined based on historical customer turnover rates.

Order backlog was valued separately from customer relationships using the discounted cash flow method under the income approach. This method reflects the present value of the projected cash flows that are expected to be generated by order backlog less costs to fulfill. The economic useful life was determined based on the period over which the order backlog is expected to be fulfilled.

Trade name/trademarks relate to the “Polycom” trade name and related trademarks. The fair value was determined by applying the profit allocation method under the income approach. This valuation method estimates the value of an asset by the profit saved because the company owns the asset. The economic useful life was determined based on the expected life of the trade name and trademarks and the cash flows anticipated over the forecasted periods at the time of the Acquisition.

The fair value of in-process technology was determined using the discounted cash flow method under the income approach. This method reflects the present value of the projected cash flows that are expected to be generated by thin-process technology, less charges representing the contribution of other assets to those cash flows. As of March 28, 2020, the Company has reclassified $58.0 million of completed in-process research and development into existing technology and began amortizing over the estimated useful life.

The Company believes the amounts of purchased intangible assets recorded above represent the fair values of and approximate the amounts a market participant would pay for these intangible assets as of the Acquisition date.

As of the Acquisition date, goodwill was primarily attributable to the assembled workforce, market expansion, and anticipated synergies and economies of scale expected from the integration of the Polycom business. The synergies include certain cost savings, operating efficiencies, and other strategic benefits projected to be achieved. Goodwill is not expected to be deductible for tax purposes.

The following unaudited pro forma financial information presents combined results of operations for each of the periods presented, as if Polycom had been acquired as of the beginning of fiscal year 2018. The unaudited pro forma information includes adjustments to amortization for intangible assets acquired, the purchase accounting effect on deferred revenue assumed and inventory acquired, restructuring charges related to the Acquisition, and transaction and integration costs. For the year ended March 30, 2019 and March 31, 2018, non-recurring pro forma adjustments directly attributable to the Polycom Acquisition included (i) the purchase accounting effect of deferred revenue assumed of $84.8 million, (ii) the purchase accounting effect of inventory acquired of $30.4 million, and (iii) Acquisition costs of $19.2 million.

The unaudited pro forma information presented below is for informational purposes only and is not necessarily indicative of the Company's consolidated results of operations of the combined business had the Acquisition actually occurred at the beginning of fiscal year 2018 or of the results of its future operations of the combined business.

	Pro Forma (unaudited)	
(in thousands)	**Fiscal Year Ended March 30, 2019**	**Fiscal Year Ended March 31, 2018**
Total net revenues	$ 2,008,245	$ 1,892,971
Operating income (loss)	18,929	(208,234)
Net loss	$ (38,516)	$ (379,032)

5. CASH, CASH EQUIVALENTS, AND INVESTMENTS

The following tables summarize the Company's cash, cash equivalents, and investments' adjusted cost, gross unrealized gains, gross unrealized losses, and fair value by significant investment category recorded as cash and cash equivalents, short-term, or long-term investments as of March 28, 2020 and March 30, 2019 (in thousands):

March 28, 2020	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Cash & Cash Equivalents	Short-term investments (due in 1 year or less)
Cash	$ 213,879	$ —	$ —	$ 213,879	$ 213,879	$ —
Level 1:						
Mutual Funds	12,938	31	(1,128)	11,841	—	11,841
Total cash, cash equivalents and investments measured at fair value	$ 226,817	$ 31	$ (1,128)	$ 225,720	$ 213,879	$ 11,841

March 30, 2019	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Cash & Cash Equivalents	Short-term investments (due in 1 year or less)
Cash	$ 202,509	$ —	$ —	$ 202,509	$ 202,509	$ —
Level 1:						
Mutual Funds	13,420	197	(285)	13,332	—	13,332
Total cash, cash equivalents and investments measured at fair value	$ 215,929	$ 197	$ (285)	$ 215,841	$ 202,509	$ 13,332

As of March 28, 2020, and March 30, 2019, all of the Company's investments consisted of assets related to its deferred compensation plan and are classified as trading securities. The assets are reported at fair value, with unrealized gains and losses included in current period earnings. For more information regarding the Company's deferred compensation plan, refer to Note 6, *Deferred Compensation*. The Company did not incur any material realized or unrealized gains or losses during Fiscal Years 2020 and 2019.

There were no transfers between fair value measurement levels during Fiscal Years 2020 and 2019.

6. DEFERRED COMPENSATION

As of March 28, 2020, the Company held investments in mutual funds with a fair value totaling $11.8 million, all of which related to debt and equity securities that are held in a rabbi trust under non-qualified deferred compensation plans. The total related deferred compensation liability was $11.7 million at March 28, 2020. As of March 30, 2019, the Company held investments in mutual funds with a fair value totaling $13.3 million, all of which related to debt and equity securities that are held in a rabbi trust under non-qualified deferred compensation plans. The total related deferred compensation liability at March 30, 2019 was $13.5 million.

The securities are classified as trading securities and are recorded on the consolidated balance sheets under "short-term investments". The liability is recorded on the consolidated balance sheets under "accrued liabilities" and "other long-term liabilities".

7. DETAILS OF CERTAIN BALANCE SHEET ACCOUNTS

Accounts receivable, net:

(in thousands)	March 28, 2020	March 30, 2019
Accounts receivable	$ 350,642	$ 393,416
Provisions for promotions and rebates	(101,666) [1]	(50,789)
Provisions for doubtful accounts and sales allowances	(2,141)	(4,956)
Accounts receivable, net	$ 246,835	$ 337,671

[(1)] *In the third quarter of fiscal year 2020, certain provisions for promotions, rebates and other were reclassified to contra-assets within Accounts Receivable, net due to changes to distribution contracts, which resulted in the incorporation of the "right-of offset" into the Company's standard contract template.*

Inventory, net:

(in thousands)	March 28, 2020	March 30, 2019
Raw materials	$ 97,371	$ 34,054
Work in process	459	274
Finished goods	66,697	142,818
Inventory, net	$ 164,527	$ 177,146

Property, plant, and equipment, net:

(in thousands)	March 28, 2020	March 30, 2019
Land	$ 15,112	$ 16,418
Buildings and improvements (useful life: 7-30 years)	132,153	138,000
Machinery and equipment (useful life: 2-10 years)	170,756	158,326
Software (useful life: 5-6 years)	60,552	68,985
Construction in progress	6,934	13,100
Property, plant, and equipment, gross	385,507	394,829
Accumulated depreciation and amortization	(219,649)	(190,003)
Property, plant, and equipment, net	$ 165,858	$ 204,826

Depreciation and amortization expense for Fiscal Years 2020, 2019, and 2018 was $46.1 million, $40.6 million, and $21.1 million, respectively.

Included in software are unamortized capitalized software costs relating to both purchased and internally developed software of $19.1 million and $30.6 million at March 28, 2020 and March 30, 2019, respectively. Amortization expense related to capitalized software costs in Fiscal Years 2020, 2019, and 2018 was $10.1 million, $11.0 million, and $4.9 million, respectively.

Included in construction in progress at March 28, 2020 was machinery and equipment, tooling for new products, building improvements, and IT-related expenditures. None of the items were individually material.

Accrued Liabilities:

(in thousands)	March 28, 2020	March 30, 2019
Short term deferred revenue	$ 144,040	$ 133,200
Employee compensation and benefits	48,153	68,882
Operating lease liabilities, current	22,517	—
Income tax payable	20,725	5,692
Provision for returns	20,146	24,632
Accrued interest	14,617	10,425
Derivative liabilities	12,840	3,275
Warranty obligation	12,772	15,736
Marketing incentives liabilities	9,708	25,369
VAT/Sales tax payable	9,673	11,804
Discounts reserve	— [1]	46,894
Accrued other	58,475	52,806
Accrued liabilities	$ 373,666	$ 398,715

(1) *In the third quarter of fiscal year 2020, certain provisions for promotions, rebates and other were reclassified to contra-assets within Accounts Receivable, net due to changes to distribution contracts, which resulted in the incorporation of the "right-of offset" into the Company's standard contract template.*

Changes in the warranty obligation, which are included as a component of accrued liabilities in the consolidated balance sheets, are as follows:

(in thousands)	March 28, 2020	March 30, 2019
Warranty obligation at beginning of year	$ 17,984	$ 9,604
Polycom warranty obligation (1)	—	9,095
Warranty provision related to products shipped	18,736	19,884
Deductions for warranty claims processed	(21,333)	(20,638)
Adjustments related to preexisting warranties	(126)	39
Warranty obligation at end of year (2)	$ 15,261	$ 17,984

(1) *Represents warranty obligation assumed upon completion of the Acquisition on July 2, 2018.*
(2) *Includes both short-term and long-term portion of warranty obligation; the prior table shows only the short-term portion included in accrued liabilities on the Company's consolidated balance sheet. The long-term portion is included in other long-term liabilities.*

Operating Leases:

(in thousands)	Balance Sheet Classification	March 28, 2020	March 30, 2019
ASSETS			
Operating right-of-use assets(1)	Other assets	$ 44,226	$ —
LIABILITIES			
Operating lease liabilities, current(2)	Accrued liabilities	$ 22,517	$ —
Operating lease liabilities, long-term	Other liabilities	$ 35,144	$ —

(1) *During Fiscal Year 2020, the Company made $24.2 million in payments for operating leases included within cash provided by operating activities in its consolidated statements of cash flows.*

(2) *During Fiscal Year 2020, the Company recognized $17.7 million in operating lease expense, net of $5.6 million in sublease income within its consolidated statement of operations.*

8. GOODWILL AND PURCHASED INTANGIBLE ASSETS

Goodwill

During the fourth quarter of Fiscal Year 2020, the Company experienced a sustained decrease in its stock price and determined that it was more likely than not that the carrying value of the Company's reporting units exceeded their fair value. During the fourth quarter of Fiscal Year 2020, the Company made key changes to its executive management, which ultimately resulted in a change to the composition of its reportable segments and consequently a change from one to four reporting units – Headsets, Voice, Video, and Services (see Note 20). As a result of the quantitative impairment test performed on a one reporting unit basis, the Company recorded a goodwill impairment loss of $323.1 million due to changes in the estimate of its long-term future financial performance to reflect lower expectations for growth in revenue and earnings than previously estimated. Additionally, after the reallocation of goodwill to its four reporting units, the Company recorded an additional goodwill impairment loss of $47.8 million and $112.8 million to its Voice and Video reporting units, respectively. The fair value of the Company's reporting units was estimated using a discounted cash flow model (income approach) which used Level 3 inputs. The income approach included assumptions for, among others, forecasted revenue, operating income, and discount rates, all of which require significant judgment by management. These assumptions also consider the current industry environment and outlook, and the resulting impact on the Company's expectations for the performance of its business.

The changes in the carrying amount of goodwill allocated to the Company's reporting segments for the year ended March 28, 2020 are as follows:

(in thousands)	**Poly Reportable Segment**	**Products Reportable Segment**	**Services Reportable Segment**	**Total Consolidated**
Balance as of March 30, 2019	$ 1,278,380	$ —	$ —	$ 1,278,380
Adjustments[(1)]	1,517			1,517
Impairment prior to re-segmentation	(323,088)	—	—	(323,088)
Allocation due to re-segmentation	(956,809)	789,561	167,248	—
Impairment after re-segmentation	—	(160,593)		(160,593)
Balance as of March 28, 2020	$ —	$ 628,968	$ 167,248	$ 796,216

[(1)] *Represents measurement period adjustments recorded to reflect the facts and circumstances in existence as of the Acquisition date (see Note 4).*

Other Intangible Assets

Other intangible assets consist primarily of existing technology, customer relationships, and trade name acquired in business combinations. During Fiscal Year 2020, all of the remaining in-process research and development was completed and reclassified to existing technology. Intangible assets with finite lives are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. The fair value of the Company's Voice products asset group was estimated using a discounted cash flow model (income approach) which used Level 3 inputs. The income approach included assumptions for, among others, forecasted revenue, operating income, and discount rates, all of which require significant judgment by management. The Company compared the fair value of the Voice products asset group to its carrying value and determined the existing technology and customer relationships intangible assets and certain machinery and equipment to be completely impaired. As a result, the Company recorded an impairment of long-lived assets totaling $179.6 million in the fourth quarter of Fiscal Year 2020 within its Product segment, of which $174.2 million and $5.4 million was classified as cost of revenues and operating expenses, respectively, on its consolidated statements of operations. Impairment of long-lived assets was comprised of $175.0 million of intangible assets and $4.6 million of machinery and equipment.

As of March 28, 2020 and March 30, 2019, the carrying value of other intangible assets, excluding fully amortized assets, is as follows:

As of	March 28, 2020			March 30, 2019			
(in thousands)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Useful Life
Amortizing Assets							
Existing technology	$ 427,123	$ (208,848)	$ 218,275	$ 566,881	$ (86,301)	$ 480,580	3.3 years
Customer relationships	240,024	(84,506)	155,518	245,481	(36,245)	209,236	4.0 years
Trade name/Trademarks	115,600	(22,478)	93,122	115,600	(9,633)	105,967	7.3 years
Non-amortizing assets							
In-process R&D	—	—	—	29,892	—	29,892	N/A
Total intangible assets	$ 782,747	$ (315,832)	$ 466,915	$ 957,854	$ (132,179)	$ 825,675	4.3 years

Intangibles are amortized on a straight-line basis over the respective estimated useful lives of the assets. Amortization is charged to cost of sales and operating expenses in the Consolidated Statement of Operations. The Company recognized $183.7 million and $160.2 million of amortization expense in Fiscal Year 2020 and Fiscal Year 2019, respectively.

As of March 28, 2020, expected amortization expense for other intangible assets for each of the next five years and thereafter is as follows:

in thousands	Amount
2021	$ 124,893
2022	113,858
2023	111,232
2024	65,936
2025	21,688
Thereafter	29,308
	$ 466,915

9. COMMITMENTS AND CONTINGENCIES

Future Minimum Lease Payments

Future minimum lease payments under non-cancelable operating leases as of March 28, 2020 were as follows:

(in thousands)	Operating Leases [1]
2021	$ 24,845
2022	21,468
2023	9,256
2024	4,020
2025	2,356
Thereafter	1,651
Total lease payments	$ 63,596
Less: Imputed interest[2]	(5,935)
Present value of lease liabilities	$ 57,661

[1] *The weighted average remaining lease term was 3.0 years as of March 28, 2020.*
[2] *The weighted average discount rate was 4.7% as of March 28, 2020.*

Future minimum lease payments under non-cancelable operating leases as of March 30, 2019 were as follows[1]:

(in thousands)	Gross Minimum Lease Payments	Sublease Receipts	Net Minimum Lease Payments
2020	18,882	(5,238)	13,644
2021	17,883	(5,481)	12,402
2022	15,239	(5,645)	9,594
2023	5,800	(1,160)	4,640
2024	1,281	—	1,281
Thereafter	601	—	601
Total minimum future rental payments	59,686	(17,524)	42,162

[1] *Amounts are based on ASC 840, Leases, and were superseded upon the adoption of ASC 842, Leases, on March 31, 2019 (See Note 3).*

Unconditional Purchase Obligations

The Company purchases materials and services from a variety of suppliers and manufacturers. During the normal course of business and to manage manufacturing operations and general and administrative activities, the Company may enter into firm, non-cancelable, and unconditional purchase obligations for which amounts are not recorded on the consolidated balance sheets. As of March 28, 2020, the Company had outstanding off-balance sheet third-party manufacturing, component purchase, and other general and administrative commitments of $344.5 million.

Other Guarantees and Obligations

In the ordinary course of business, the Company may provide indemnifications of varying scope and terms to customers, vendors, lessors, business partners, purchasers of assets or subsidiaries and other parties with respect to certain matters, including, but not limited to, losses arising out of the Company's breach of agreements or representations and warranties made by the Company, services to be provided by the Company, intellectual property infringement claims made by third parties or, with respect to the sale of assets of a subsidiary, matters related to the Company's conduct of business and tax matters prior to the sale. From time to time, the Company indemnifies customers against combinations of loss, expense, or liability arising from various triggering events relating to the sale and use of its products and services.

In addition, the Company also provides indemnification to customers against claims related to undiscovered liabilities, additional product liability, or environmental obligations. The Company has also entered into indemnification agreements with its directors, officers and certain other personnel that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers of the Company or certain of its affiliated entities. The Company maintains director and officer liability insurance, which may cover certain liabilities arising from its obligation to indemnify its directors, officers and certain other personnel in certain circumstances. It is not possible to determine the aggregate maximum potential loss under these agreements due to the limited history of prior claims and the unique facts and circumstances involved in each particular claim. Such indemnification obligations might not be subject to maximum loss clauses. Historically, the Company has not incurred material costs as a result of obligations under these agreements and it has not accrued any liabilities related to such indemnification obligations in the consolidated financial statements.

Claims and Litigation

On October 12, 2012, GN Netcom, Inc. ("GN") filed a complaint against the Company in the United States District Court for the District of Delaware ("Court"), alleging violations of Sections 1 and 2 of the Sherman Act, Section 3 of the Clayton Act, and tortious interference with business relations in connection with the Company's distribution of corded and wireless headsets. GN sought injunctive relief, total damages in an unspecified amount. GN generally alleged that the Company's alleged exclusive dealing arrangements with certain distributors stifled competition in the relevant market. In July 2016, the Court issued a sanctions order against Plantronics in the amount of approximately $4.9 million for allegations of spoliation of evidence. Plantronics paid that award shortly thereafter. The case was tried to a jury in October 2017, resulting in a verdict in favor of the Company. GN filed a motion for new trial in November 2017, and that motion was denied by the Court in January 2018. GN filed a notice of intent to appeal both the denial of the new trial motion and the Court's July 2016 spoliation order. In July 2019, the appellate court denied GN's request for default judgment but granted a new trial to include certain excluded testimony of one witness. The retrial is scheduled for September 2020. The claims are the same as those tried in the original trial of this matter in October 2017.

In September 2018, Mr. Phil Shin filed on behalf of himself and others similarly situated, a purported Class Action Complaint in the United States District Court of the Northern District of California alleging violations of various federal and state consumer protection laws in addition to unfair competition and fraud claims in connection with the Company's BackBeat FIT headphones. In January 2020, the Court approved settlement of the matter.

In January 2018, FullView, Inc. filed a complaint in the United States District Court of the Northern District of California against Polycom, Inc. alleging infringement of two patents and thereafter filed a similar complaint in connection with the same patents in Canada. In April 2019, the Federal Circuit rendered its opinion affirming the Patent Trial and Appeal Board ("PTAB") opinion denying *inter partes* reexamination filed by Polycom. In July, 2019, the PTAB denied institution of the IPR of the second patent. FullView filed its First Amended Complaint in November 2019. The Company Answered and filed a Motion to Dismiss and Strike Plaintiff's Fraudulent Concealment and Tolling. In March 2020, FullView filed its Motion for Leave to File a Second Amended Complaint and the Company an opposition.

In June 2018, directPacket Research Inc. filed a complaint alleging patent infringement by Polycom in the United States District Court for the Eastern District of Virginia, Norfolk Division. In July 2019, the Court granted Polycom's Motion to Transfer Venue to Northern District of California. Petitions for Inter Partes Review of the asserted patents were filed by Polycom in June 2019. The U.S. Patent Trial and Appeal Board granted institution of proceedings on all three patents in January 2020. That same month, the District Court stayed the case pending resolution of the IPRs.

In November 2019, Felice Bassuk, individually and on behalf of others similarly situated, filed a complaint against Plantronics, its CEO Joseph Burton, its CFO Charles Boynton and its former CFO Pamela Strayer alleging various securities law violations. The Court appointed lead plaintiff and lead counsel and renamed the action "*In re Plantronics, Inc. Securities Litigation*" in February 2020. Plaintiffs filed the amended complaint on June 5, 2020.

In December 2019, Cisco Systems, Inc. filed a First Amended Complaint for Trade Secret Misappropriation against Plantronics, Inc. and certain individuals which amends a previously filed complaint against certain other individuals. The Company filed a Motion to Dismiss which was granted with leave to amend for defendants He and Chung, granted as to defendant Williams and granted in part and denied in part as to defendants Puorro and Plantronics.

In January 2020, Castlemorton Wireless, LLC filed a Complaint alleging patent infringement by Plantronics and Polycom in the United States District Court for the Western District of Texas, Waco Division. The Company filed its Answer and a Motion to Dismiss in March 2020 which Castlemorton opposed. The hearing is pending.

In addition to the specific matters discussed above, the Company is involved in various legal proceedings and investigations arising in the normal course of conducting business. Where applicable, in relation to the matters described above, the Company has accrued an amount that reflects the aggregate liability deemed probable and estimable, but this amount is not material to the Company's financial condition, results of operations, or cash flows. The Company is not able to estimate an amount or range of any reasonably possible loss, including in excess of any amount accrued, because of the preliminary nature of many of these proceedings, the difficulty in ascertaining the applicable facts relating to many of these proceedings, the variable treatment of claims made in many of these proceedings, and the difficulty of predicting the settlement value of many of these proceedings. However, based upon the Company's historical experience, the resolution of these proceedings is not expected to have a material effect on the Company's financial condition, results of operations or cash flows. The Company may incur substantial legal fees, which are expensed as incurred, in defending against these legal proceedings.

10. DEBT

The estimated fair value and carrying value of the Company's outstanding debt as of March 28, 2020 and March 30, 2019 were as follows:

	March 28, 2020		March 30, 2019	
(in thousands)	**Fair Value**	**Carrying Value**	**Fair Value**	**Carrying Value**
5.50% Senior Notes	$ 359,140	$ 495,409	$ 503,410	$ 493,959
Term loan facility	$ 852,942	$ 1,126,285	$ 1,152,044	$ 1,146,842

As of March 28, 2020, and March 30, 2019, the net unamortized discount, premium and debt issuance costs on the Company's outstanding debt were $25.1 million and $31.0 million, respectively.

5.50% Senior Notes

In May 2015, the Company issued $500.0 million aggregate principal amount of 5.50% Senior Notes. The 5.50% Senior Notes mature on May 31, 2023, and bear interest at a rate of 5.50% per annum, payable semi-annually on May 15 and November 15 of each year, commencing on November 15, 2015. The Company received net proceeds of $488.4 million from issuance of the 5.50% Senior Notes, net of issuance costs of $11.6 million, which are presented in its consolidated balance sheet as a reduction to the outstanding amount payable and are being amortized to interest expense, using the effective interest method, over the term of the 5.50% Senior Notes. A portion of the proceeds was used to repay all then-outstanding amounts under the Company's revolving line of credit agreement with Wells Fargo Bank and the remaining proceeds were used primarily for share repurchases.

The fair value of the 5.50% Senior Notes was determined based on inputs that were observable in the market, including the trading price of the 5.50% Senior Notes when available (Level 2).

The Company may redeem all or a part of the 5.50% Senior Notes, upon not less than a 30-day or more than a 60-day notice; however, the applicable redemption price will be determined as follows:

	Redemption Period Requiring Payment of:		Redemption Up To 35% Using Cash Proceeds From An Equity Offering [3]:	
	Make-Whole [1]	Premium [2]	Date	Specified Price
5.50% Senior Notes	Prior to May 15, 2018	On or after May 15, 2018	Prior to May 15, 2018	105.50%

(1) If the Company redeems the notes prior to the applicable date, the price is principal plus a make-whole premium equal to the present value of the remaining scheduled interest payments as described in the applicable indenture, together with accrued and unpaid interest.

(2) If the Company redeems the notes on or after the applicable date, the price is principal plus a premium which declines over time as specified in the applicable indenture, together with accrued and unpaid interest.

(3) If the Company redeems the notes prior to the applicable date with net cash proceeds of one or more equity offerings, the price is equal to the amount specified above, together with accrued and unpaid interest, subject to a maximum redemption of 35% of the aggregate principal amount of the respective note being redeemed.

In addition, upon the occurrence of certain change of control triggering events, the Company may be required to repurchase the 5.50% Senior Notes, at a price equal to 101% of their principal amount, plus accrued and unpaid interest to the date of repurchase. The 5.50% Senior Notes contain restrictive covenants that, among other things, limit the Company's ability to create certain liens and enter into sale and lease-back transactions; create, assume, incur, or guarantee additional indebtedness of its subsidiaries without such subsidiary guaranteeing the 5.50% Senior Notes on an unsecured unsubordinated basis; and consolidate or merge with, or convey, transfer or lease all or substantially all of the assets of the Company and its subsidiaries to, another person.

Credit Facility Agreement

In connection with the Polycom Acquisition completed on July 2, 2018, the Company entered into a Credit Agreement with Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (the “Credit Agreement”). The Credit Agreement replaced the Company’s prior revolving credit facility in its entirety. The Credit Agreement provides for (i) a revolving credit facility with an initial maximum aggregate amount of availability of $100 million that matures in July 2023 and (ii) a $1.275 billion term loan facility priced at LIBOR plus 2.50% due in quarterly principal installments commencing on the last business day of March, June, September and December beginning with the first full fiscal quarter ending after the closing date under the Credit

Agreement for the aggregate principal amount funded on the closing date under the Credit Agreement multiplied by 0.25% (subject to prepayments outlined in the Credit Agreement) and all remaining outstanding principal due at maturity in July 2025. The Company borrowed the full amount available under the term loan facility of $1.245 billion, net of approximately $30 million of discounts and issuance costs which are being amortized to interest expense over the term of the Credit Agreement using the straight-line method which approximates the effective interest method for this debt. The proceeds from the initial borrowing under the Credit Agreement were used to finance the Acquisition of Polycom, to refinance certain debt of Polycom and to pay related fees, commissions and transaction costs. The Company has additional borrowing capacity under the Credit Agreement through the revolving credit facility, which could be used to provide ongoing working capital and capital for other general corporate purposes of the Company and its subsidiaries. The Company's obligations under the Credit Agreement are currently guaranteed by Polycom and will from time to time be guaranteed by, subject to certain exceptions, any domestic subsidiaries that may become material in the future. Subject to certain exceptions, the Credit Agreement is secured by first-priority perfected liens on, and security interests in, substantially all of the personal property of the Company and each subsidiary guarantor and will from time to time also be secured by certain material real property that the Company or any subsidiary guarantor may acquire. Borrowings under the Credit Agreement bear interest due on a quarterly basis at a variable rate equal to (i) LIBOR plus a specified margin, or (ii) the base rate (which is the highest of (a) the prime rate publicly announced from time to time by Wells Fargo Bank, National Association, (b) the federal funds rate plus 0.50% or (c) the sum of 1% plus one-month LIBOR) plus a specified margin. The Company must also pay (i) an unused commitment fee ranging from 0.200% to 0.300% per annum of the average daily unused portion of the aggregate revolving credit commitments under the Credit Agreement, and (ii) a per annum fee equal to (a) for each performance standby letter of credit outstanding under the Credit Agreement with respect to non-financial contractual obligations, 50% of the applicable margin over LIBOR under the revolving credit facility in effect from time to time multiplied by the daily amount available to be drawn under such letter of credit, and (b) for each other letter of credit outstanding under the Credit Agreement, the applicable margin over LIBOR under the revolving credit facility in effect from time to time multiplied by the daily amount available to be drawn under such letter of credit.

On February 20, 2020, the Company entered into an Amendment No. 2 to Credit Agreement (the "Amendment") by and among the Company, the financial institutions party thereto as lenders and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Agent"). The Amendment amended the Credit Agreement, as previously amended to (i) increase the maximum Secured Net Leverage Ratio (as defined in the Credit Agreement) permitted under the Credit Agreement to 3.75 to 1.00 through December 26, 2020 and 3.00 to 1.00 thereafter and (ii) decrease the minimum Interest Coverage Ratio (as defined in the Credit Agreement) required under the Credit Agreement to 2.25 to 1.00 through December 26, 2020 and 2.75 to 1.00 thereafter.

Additionally, the Amendment modified the calculation of the Secured Net Leverage Ratio and the Interest Coverage Ratio solely for purposes of compliance with Sections 7.11(a) and 7.11(b) of the Credit Agreement to (i) calculate the Secured Net Leverage Ratio net of the aggregate amount of unrestricted cash and Cash Equivalents (as defined in the Credit Agreement) on the balance sheet of the Company and its Restricted Subsidiaries (as defined in the Credit Agreement) as of the date of calculation up to an amount equal to $150,000,000 and (ii) solely for purposes of any fiscal quarter ending from December 29, 2019 through December 26, 2020, increase the cap on Expected Cost Savings (as defined in the Credit Agreement) in determining Consolidated EBITDA (as defined in the Credit Agreement) to the greater of (A) 20% of Consolidated EBITDA for such Measurement Period (as defined in the Credit Agreement) (calculated before giving effect to any such Expected Cost Savings to be added back pursuant to clause (a)(ix) of the definition of Consolidated EBITDA) and (B)(x) for the period from December 29, 2019 through March 28, 2020, $121,000,000, (y) for the period from March 29, 2020 through June 27, 2020, $107,000,000 and (z) for the period from June 28, 2020 through December 26, 2020, $88,000,000.

The financial covenants under the Credit Agreement described above are for the benefit of the revolving credit lenders only and do not apply to any other debt of the Company. The Credit Agreement aslo contains various other restrictions and covenants, some of which have become more stringent over time, including restrictions on our, and certain of our subsidiaries, ability to consolidate or merge, create liens, incur additional indebtedness, dispose of assets, consummate acquisitions, make investments and pay dividends and other distributions. The Company has the unilateral ability to terminate the revolving line of credit such that the financial covenants described above are no longer applicable. The Credit Agreement also contains customary events of default. If an event of default under the Credit Agreement occurs and is continuing, then the lenders may declare any outstanding obligations under the Credit Agreement to be immediately due and payable; provided, however, that the occurrence of an event of default as a result of a breach of a financial covenant under the Credit Agreement does not constitute a default or event of default with respect to any term facility under the Credit Agreement unless and until the required revolving lenders shall have terminated their revolving commitments and declared all amounts outstanding under the revolving credit facility to be due and payable. In addition, if the Company, any subsidiary guarantor or, with certain exceptions, any other subsidiary becomes the subject of voluntary or involuntary proceedings under any bankruptcy, insolvency or similar law, then any outstanding obligations under the Credit Agreement will automatically become immediately due and payable. Loans outstanding under the Credit Agreement will bear interest at a rate of 2.00% per annum in excess of the otherwise applicable rate (i) while a payment or bankruptcy event of default exists or (ii) upon the lenders' request, during the continuance of any other event of default. As of March 28, 2020, the Company was in compliance with the financial covenants.

The Company may prepay the loans and terminate the commitments under the Credit Agreement at any time without penalty. Additionally, the Company is subject to mandatory debt repayments five business days after the filing of its financial statements for any annual period in which the Company generates excess cash as defined by the Credit Agreement. In accordance with the terms of the Credit Agreement, the Company did not generate excess cash during Fiscal Year 2020 and therefore is not required to make any debt repayments in Fiscal Year 2021. During Fiscal Year 2020, the Company prepaid $25 million aggregate principal amount of the term loan facility and did not incur any prepayment penalties. The Company recorded an immaterial loss of extinguishment on the prepayment, which is included in Interest Expense of the Company's Consolidated Statements of Operations. As of March 28, 2020, the Company had five letters of credit outstanding under the revolving credit facility for a total of $1.0 million.

11. RESTRUCTURING AND OTHER RELATED CHARGES

Summary of Restructuring Plans

Fiscal Year 2020 restructuring plans

During the Fiscal Year 2020, the Company committed to additional actions to rationalize post-Acquisition operations and costs to align the Company's cost structure to current revenue expectations. The costs incurred to date under these plans include severance benefits related to headcount reductions in the Company's global workforce, facility related charges due to consolidation of the Company's leased offices, asset impairments associated with consumer product portfolio optimization efforts, and other costs associated with legal entity rationalization.

Fiscal Year 2019 restructuring plans

During the Fiscal Year 2019, the Company initiated post-Acquisition restructuring plans to realign the Company's cost structure, including streamlining the global workforce, consolidation of certain distribution centers in North America, and reduction of redundant legal entities, in order to take advantage of operational efficiencies following the Acquisition. The costs incurred to date under these plans have primarily comprised of severance benefits from reduction in force actions, facilities related actions initiated by management, and legal entity rationalization.

The following table summarizes the restructuring and other related charges recognized in the Company's consolidated statements of operations:

	Fiscal Year Ended		
(in thousands)	**March 28, 2020**	**March 30, 2019**	**March 31, 2018**
Severance	$ 29,777	$ 25,033	$ 1,972
Facility	3,247	2,241	37
Other [(1)]	10,207	5,420	16
Non-cash asset impairment and (gain)/loss on sale of assets	10,946	—	426
Total restructuring and other related charges	$54,177	$32,694	$2,451

[(1)] *Other costs primarily represent associated legal and advisory services.*

The following table summarizes the Company's restructuring liabilities during the year ended March 28, 2020:

	As of March 30, 2019	**Adoption of ASC 842 [(1)]**	**Charges**	**Payments**	**As of March 28, 2020**
FY 2020 Plans					
Severance	$ —	$ —	$ 29,621	$ (22,146)	$ 7,475
Facility	—	—	3,247	(746)	2,501
Other	—	—	10,100	(8,479)	1,621
Total FY 2020 Plans	—	—	42,968	(31,371)	11,597
FY2019 Plans					
Severance	5,889	—	156	(5,898)	147
Facility	7,376	(7,376)	—	—	—
Other	10	—	107	—	117
Total FY 2019 Plans	13,275	(7,376)	263	(5,898)	264
Severance	5,889	—	29,777	(28,044)	7,622
Facility	7,376	(7,376)	3,247	(746)	2,501
Other	10	—	10,207	(8,479)	1,738
Grand Total	**$ 13,275**	**$ (7,376)**	**$ 43,231**	**$ (37,269)**	**$ 11,861**

[(1)] *Includes adjustments to facilities-related liabilities upon adoption of ASC 842, Leases.*

12. STOCK PLANS AND STOCK-BASED COMPENSATION

2003 Stock Plan

On May 5, 2003, the Board of Directors ("Board") adopted the Plantronics, Inc. 2003 Stock Plan ("2003 Stock Plan") which was approved by the stockholders in June 27, 2003. The 2003 Stock Plan, which will continue in effect until terminated by the Board, allows for the issuance of the Company's common stock through the granting of non-qualified stock options, restricted stock, restricted stock units, and performance shares with performance-based conditions on vesting. As of March 28, 2020, there have been 18,400,000 shares of common stock (which number is subject to adjustment in the event of stock splits, reverse stock splits, recapitalization or certain corporate reorganizations) cumulatively reserved since inception of the 2003 Stock Plan for issuance to employees, non-employee directors, and consultants of the Company. The Company settles stock option exercises, grants of restricted stock, and releases of vested restricted stock units with newly issued common shares.

The exercise price of stock options may not be less than 100% of the fair market value of the Company's common stock on the date of grant. The term of an option may not exceed 7 years from the date it is granted. Stock options granted to employees vest over a three-year period, and stock options granted to non-employee directors vest over a four-year period.

Restricted stock and restricted stock units under the Company's share-based plans are granted to directors, executives, and employees. The estimated fair value of the restricted stock and restricted stock unit grants is determined based on the market price of Plantronics common stock on the date of grant. Restricted stock and restricted stock units granted to employees generally vest over a three-year period to non-employee directors over a one-year period.

Performance-based restricted stock units ("PSUs") are granted to vice presidents and executives of the Company and contain a market condition based on Total Shareholder Return ("TSR"). The Compensation Committee sets a target and maximum value that each Executive could earn based on an annual comparison of the total stockholder return on the Company's common stock against the iShares S&P North American Tech-Multimedia Networking Index ("Index"), an index the Committee determined appropriate to compare to the total stockholder return on its stock. Performance shares will be delivered in common stock over the vesting period of three-years based on the Company's actual performance compared to the target performance criteria. Awards granted prior to May 6, 2019 may equal from zero percent (0%) to one hundred fifty percent (150%) of the target award, and awards granted subsequent to May 6, 2019 may equal from zero percent (0%) to two hundred percent (200%) of the target award. The fair value of a performance share with a market condition is estimated on the date of award, using a Monte Carlo simulation model to estimate the total return ranking of the Company's stock among the Index companies over each performance period.

At March 28, 2020, options to purchase 351,695 shares of common stock and 2,332,440 shares of unvested restricted stock and restricted stock units were outstanding. There were 2,751,827 shares available for future grant under the 2003 Stock Plan.

2002 ESPP

On June 10, 2002, the Board adopted the 2002 Employee Stock Purchase Plan ("ESPP"), which was approved by the stockholders on July 17, 2002, to provide eligible employees with an opportunity to purchase the Company's common stock through payroll deductions. The ESPP qualifies under Section 423 of the Internal Revenue Code. Under the ESPP, which is effective until terminated by the Board, the purchase price of the Company's common stock is equal to 85% of the lesser of the closing price of the common stock on (i) the first day of the offering period or (ii) the last day of the offering period. Each offering period is six months long. There were 736,184, 138,133, and 156,355, shares issued under the ESPP in Fiscal Years 2020, 2019, and 2018, respectively. At March 28, 2020, there were 6 shares reserved for future issuance under the ESPP. The total cash received from employees as a result of stock issuances under the ESPP during Fiscal Year 2020 was $11.9 million, net of taxes.

Stock-based Compensation

The following table summarizes the amount of stock-based compensation expense included in the consolidated statements of operations for the periods presented:

	Fiscal Year Ended		
(in thousands)	**March 28, 2020**	**March 30, 2019**	**March 31, 2018**
Cost of revenues	$ 3,992	$ 4,176	$ 3,622
Research, development and engineering	16,785	11,699	8,071
Selling, general and administrative	36,318	26,059	22,266
Stock-based compensation expense included in operating expenses	53,103	37,758	30,337
Total stock-based compensation	57,095	41,934	33,959
Income tax benefit	(7,369)	(9,891)	(7,880)
Total stock-based compensation expense, net of tax	$ 49,726	$ 32,043	$ 26,079

Stock Plan Activity

Stock Options

The following is a summary of the Company's stock option activity during Fiscal Year 2020:

	Options Outstanding			
	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
	(in thousands)		(in years)	(in thousands)
Outstanding at March 30, 2019	627	$ 48.66		
Options granted	—	$ —		
Options exercised	(19)	$ 39.91		
Options forfeited or expired	(256)	$ 51.04		
Outstanding at March 28, 2020	352	$ 47.39	2.3	$ —
Vested or expected to vest at March 28, 2020	352	$ 47.39	2.3	$ —
Exercisable at March 28, 2020	351	$ 47.38	2.3	$ —

The total intrinsic value of options exercised during Fiscal Years 2020 was immaterial. The total intrinsic values of options exercised during Fiscal Years 2019, and 2018 were $5.8 million, and $9.4 million, respectively. Intrinsic value is defined as the amount by which the fair value of the underlying stock exceeds the exercise price at the time of option exercise. The total cash received from employees as a result of employee stock option exercises during Fiscal Year 2020 was $0.8 million, net of taxes. There was an immaterial amount of total net tax benefit attributable to stock options exercised during the year ended March 28, 2020.

As of March 28, 2020, the total unrecognized compensation cost related to unvested stock options was immaterial and is expected to be recognized over a weighted average period of 0.1 years.

Restricted Stock

Restricted stock consists of restricted stock awards ("RSAs"), restricted stock units ("RSUs"), and performance-based RSUs ("PSUs"). The following table summarizes the changes in unvested restricted stock and RSUs, for Fiscal Year 2020:

	Number of Shares	Weighted Average Grant Date Fair Value
	(in thousands)	
Unvested at March 30, 2019	1,473	$ 61.64
Granted	1,376	$ 33.77
Vested	(648)	$ 58.95
Forfeited	(290)	$ 53.54
Non-vested at March 28, 2020	1,911	$ 43.71

The weighted average grant-date fair value of restricted stock is based on the quoted market price of the Company's common stock on the date of grant. The weighted average grant-date fair values of restricted stock granted during Fiscal Years 2020, 2019, and 2018 were $33.77, $68.00, and $52.79, respectively. The total grant-date fair values of restricted stock that vested during Fiscal Years 2020, 2019, and 2018 were $38.2 million, $27.8 million, and $27.8 million, respectively.

As of March 28, 2020, the total unrecognized compensation cost related to non-vested restricted stock awards was $47.3 million and is expected to be recognized over a weighted average period of 1.7 years.

Performance-based Restricted Stock

The following table summarizes the changes in unvested PSUs, for Fiscal Year 2020:

	Number of Shares	Weighted Average Grant Date Fair Value
	(in thousands)	
Unvested at March 30, 2019	143	$ 70.53
Granted	384	$ 57.16
Vested	(20)	$ 36.76
Forfeited	(86)	$ 65.09
Non-vested at March 28, 2020	421	$ 61.09

The fair value of a PSU with a market condition is estimated on the date of award, using a Monte Carlo simulation model to estimate the total return ranking of the Company's stock among the Index companies over each performance period. The weighted average grant-date fair values of PSUs granted during Fiscal Years 2020, 2019, and 2018 were $57.16, $75.43, and $63.28, respectively. The total grant-date fair values of PSUs that vested during Fiscal Years 2020 and 2019 were immaterial. The Company did not have PSUs vested in 2018.

As of March 28, 2020, the total unrecognized compensation cost related to non-vested PSU awards was $12.2 million and is expected to be recognized over a weighted average period of 1.1 years.

Valuation Assumptions

The Company estimates the fair value of stock options and ESPP shares using a Black-Scholes option valuation model. At the date of grant, the Company estimated the fair value of each stock option grant and purchase right granted under the ESPP using the following weighted average assumptions:

	Employee Stock Options			ESPP		
Fiscal Year Ended March 31,	**2020**	**2019**	**2018**	**2020**	**2019**	**2018**
Expected volatility	n/a	n/a	29.1%	67.0%	40.8%	30.5%
Risk-free interest rate	n/a	n/a	1.7%	1.7%	2.4%	1.5%
Expected dividends	n/a	n/a	1.2%	3.1%	1.1%	1.2%
Expected life (in years)	n/a	n/a	4.6	0.5	0.5	0.5
Weighted-average grant date fair value	n/a	n/a	$ 12.58	$ 6.64	$ 14.44	$ 11.78

The expected stock price volatility for the years ended March 28, 2020, March 30, 2019, and March 31, 2018 was determined based on an equally weighted average of historical and implied volatility. Implied volatility is based on the volatility of the Company's publicly traded options on its common stock with terms of six months or less. The Company determined that a blend of implied volatility and historical volatility is more reflective of market conditions and a better indicator of expected volatility than using exclusively historical volatility. The expected life was determined based on historical experience of similar awards, giving consideration to the contractual terms of the stock-based awards, vesting schedules, and expectations of future employee behavior. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for periods corresponding with the expected life of the option. The dividend yield assumption is based on the Company's current dividend and the market price of its common stock at the date of grant.

13. COMMON STOCK REPURCHASES

From time to time, the Company's Board of Directors (the "Board") has authorized programs under which the Company may repurchase shares of its common stock, depending on market conditions, in the open market or through privately negotiated transactions. Repurchased shares are held as treasury stock until they are retired or re-issued. On November 28, 2018, the Board approved a 1 million shares repurchase program expanding its capacity to repurchase shares to approximately 1.7 million shares. As of March 28, 2020, there remained 1,369,014 shares authorized for repurchase under the repurchase program approved by the Board.

Repurchases by the Company pursuant to Board-authorized programs are shown in the following table:

	Fiscal Year Ended	
(in thousands, except $ per share data)	March 28, 2020	March 30, 2019
Shares of common stock repurchased in the open market	—	361,091
Value of common stock repurchased in the open market	$ —	$ 13,177
Average price per share	$ —	$ 36.49
Value of shares withheld in satisfaction of employee tax obligations	$ 9,891	$ 14,070

The amounts withheld were equivalent to the employees' minimum statutory tax withholding requirements and are reflected as a financing activity within the Company's consolidated statement of cash flows. These share withholdings have the same effect as share repurchases by the Company as they reduce the number of shares that would have otherwise been issued in connection with the vesting of shares subject to the restricted stock grants.

There were no retirements of treasury stock during Fiscal Years 2020, 2019, and 2018.

14. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The components of accumulated other comprehensive income (loss), net of associated tax impacts, were as follows:

(in thousands)	March 28, 2020	March 30, 2019
Accumulated unrealized gain (loss) on cash flow hedges [(1)]	$ (18,197)	$ (5,310)
Accumulated foreign currency translation adjustments	4,615	4,835
Accumulated other comprehensive income (loss)	$ (13,582)	$ (475)

[(1)] *Refer to Note 16, Derivatives, which discloses the nature of the Company's derivative assets and liabilities as of March 28, 2020 and* March 30, 2019.

15. EMPLOYEE BENEFIT PLANS

The Company has a defined contribution benefit plan under Section 401(k) of the Internal Revenue Code, which covers substantially all employees on U.S. payroll. Eligible employees may contribute both pre-tax and Roth after-tax amounts to the plan through payroll withholdings, subject to certain annual limitations. Under the plan, the Company matches 100% of the first 3% of employees' compensation contributed to the plan, then 50% of the next 3% of the employees' eligible compensation, contributed to the plan. All matching contributions are currently 100% vested immediately. The Company reserves the right to modify its plan at any time, including increasing, decreasing, or eliminating contribution matching and vesting requirements. Total Company contributions in Fiscal Years 2020, 2019, and 2018 were $10.4 million, $7.1 million, and $4.5 million, respectively.

16. DERIVATIVES

Foreign Currency Derivatives

The Company's foreign currency derivatives consist primarily of foreign currency forward exchange contracts and option contracts. The Company does not purchase derivative financial instruments for speculative trading purposes. The derivatives expose the Company to credit risk to the extent the counterparties may be unable to meet the terms of the derivative instrument. The Company's maximum exposure to loss that it would incur due to credit risk if parties to derivative contracts failed completely to perform according to the terms of the contracts was equal to the carrying value of the Company's derivative assets as of March 28, 2020. The Company seeks to mitigate such risk by limiting its counterparties to large financial institutions. In addition, the Company monitors the potential risk of loss with any one counterparty resulting from this type of credit risk on an ongoing basis.

The Company enters into master netting arrangements with counterparties when possible to mitigate credit risk in derivative transactions. A master netting arrangement may allow each counterparty to net settle amounts owed between the Company and the counterparty as a result of multiple, separate derivative transactions. As of March 28, 2020, the Company has International Swaps and Derivatives Association (ISDA) agreements with four applicable banks and financial institutions which contain netting provisions. The Company has elected to present the fair value of derivative assets and liabilities within the Company's consolidated balance sheet on a gross basis even when derivative transactions are subject to master netting arrangements and may otherwise qualify for net presentation. For each counterparty, if netted, the Company would offset the asset and liability balances of all derivatives at the end of the reporting period. Derivatives not subject to master netting agreements are not eligible for net presentation. As of March 28, 2020, and March 30, 2019, no cash collateral had been received or pledged related to these derivative instruments.

Offsetting of Financial Assets/Liabilities under Master Netting Agreements with Derivative Counterparties

As of March 28, 2020:

		Gross Amounts Not Offset in the Consolidated Balance Sheet that are Subject to Master Netting Agreements		
(in thousands)	Gross Amount of Derivative Assets Presented in the Consolidated Balance Sheets	Gross Amount of Eligible Offsetting Recognized Derivative Liabilities	Cash Collateral Received	Net Amount of Derivative Assets
Derivatives subject to master netting agreements	$ 3,550	$ (3,550)	$ —	$ —
Derivatives not subject to master netting agreements	—			—
Total	$ 3,550			$ —

		Gross Amounts Not Offset in the Consolidated Balance Sheet that are Subject to Master Netting Agreements		
(in thousands)	Gross Amount of Derivative Liabilities Presented in the Consolidated Balance Sheets	Gross Amount of Eligible Offsetting Recognized Derivative Assets	Cash Collateral Received	Net Amount of Derivative Liabilities
Derivatives subject to master netting agreements	$ (22,890)	$ 3,550	$ —	$ (19,340)
Derivatives not subject to master netting agreements	—			—
Total	$ (22,890)			$ (19,340)

As of March 30, 2019:

		Gross Amounts Not Offset in the Consolidated Balance Sheet that are Subject to Master Netting Agreements		
(in thousands)	Gross Amount of Derivative Assets Presented in the Consolidated Balance Sheets	Gross Amount of Eligible Offsetting Recognized Derivative Liabilities	Cash Collateral Received	Net Amount of Derivative Assets
Derivatives subject to master netting agreements	$ 3,183	$ (883)	$ —	$ 2,300
Derivatives not subject to master netting agreements	—			—
Total	$ 3,183			$ 2,300

		Gross Amounts Not Offset in the Consolidated Balance Sheet that are Subject to Master Netting Agreements		
(in thousands)	Gross Amount of Derivative Liabilities Presented in the Consolidated Balance Sheets	Gross Amount of Eligible Offsetting Recognized Derivative Assets	Cash Collateral Received	Net Amount of Derivative Liabilities
Derivatives subject to master netting agreements	$ (9,483)	$ 883	$ —	$ (8,600)
Derivatives not subject to master netting agreements	—			—
Total	$ (9,483)			$ (8,600)

The Company's derivative instruments are measured using Level 2 fair value inputs.

Non-Designated Hedges

As of March 28, 2020, the Company had foreign currency forward contracts denominated in Euros ("EUR") and British Pound Sterling ("GBP"). The Company does not elect to obtain hedge accounting for these forward contracts. These forward contracts hedge against a portion of the Company’s foreign currency-denominated cash balances, receivables, and payables. The following table summarizes the notional value of the Company’s outstanding foreign exchange currency contracts and approximate U.S. Dollar ("USD") equivalent at March 28, 2020:

	Local Currency (in thousands)	USD Equivalent (in thousands)	Position	Maturity
EUR	€ 33,200	$ 36,755	Sell EUR	1 month
GBP	£ 5,300	$ 6,584	Sell GBP	1 month

Effect of Non-Designated Derivative Contracts on the Consolidated Statements of Operations

The effect of non-designated derivative contracts on results of operations recognized in other non-operating income and (expense), net in the consolidated statements of operations was as follows:

(in thousands)	Fiscal Year Ended March 28, 2020	Fiscal Year Ended March 30, 2019	Fiscal Year Ended March 31, 2018
Gain (loss) on foreign exchange contracts	$ 2,665	$ 7,340	$ (7,405)

Cash Flow Hedges

Costless Collars

The Company hedges a portion of the forecasted EUR and GBP denominated revenues with costless collars. On a monthly basis, the Company enters into option contracts with a 6 to 12-month term. Collar contracts are scheduled to mature at the beginning of each fiscal quarter, at which time the instruments convert to forward contracts. The Company also enters into cash flow forwards with a three-month term. Once the hedged revenues are recognized, the forward contracts become non-designated hedges to protect the resulting foreign monetary asset position for the Company.

The notional value of the Company's outstanding EUR and GBP option and forward contracts at the end of each period was as follows:

(in millions)	March 28, 2020		March 30, 2019	
	EUR	GBP	EUR	GBP
Option contracts	€67.0	€18.4	€76.8	£25.8
Forward contracts	€50.2	€18.5	€55.4	£18.0

The Company will reclassify all amounts accumulated in other comprehensive income into earnings within the next twelve months.

Cross-currency Swaps

The Company hedges a portion of the forecasted Mexican Peso (“MXN”) denominated expenditures with a cross-currency swap. As of March 28, 2020, and March 30, 2019, the Company had foreign currency swap contracts of approximately MXN 0.0 million and MXN 149.7 million, respectively.

Interest Rate Swap

On July 30, 2018, the Company entered into a 4-year amortizing interest rate swap agreement with Bank of America, N.A. The swap has an initial notional amount of $831 million and matures on July 31, 2022. The swap involves the receipt of floating-rate interest payments for fixed interest rate payments at a rate of 2.78% over the life of the agreement. The Company has designated this interest rate swap as a cash flow hedge. The purpose of this swap is to hedge against changes in cash flows (interest payments) attributable to fluctuations in the Company's variable rate debt. The derivative is valued based on prevailing LIBOR rate curves on the date of measurement. The Company also evaluates counterparty credit risk when it calculates the fair value of the swap. The effective portion of changes in the fair value of the derivative is recorded to other comprehensive income (loss) on the accompanying balance sheets and reclassified into interest expense over the life of the underlying debt as interest on the Company's floating rate debt is accrued. The Company reviews the effectiveness of this instrument on a quarterly basis, recognizes current period hedge ineffectiveness immediately in earnings and will discontinue hedge accounting if the Company no longer considers hedging to be highly effective. This hedge was fully effective at inception on July 30, 2018 and as of fiscal year ended March 28, 2020. During the fiscal year ended March 28, 2020, the Company recorded a loss of $5.0 million on its interest rate swap derivative designated as a cash flow hedge.

Effect of Designated Derivative Contracts on AOCI and Consolidated Statements of Operations

The following table presents the pre-tax effects of derivative instruments designated as cash flow hedges in AOCI and the consolidated statements of operations for Fiscal Years ended March 28, 2020, March 30, 2019, and March 31, 2018:

(in thousands)	**2020**	**2019**	**2018**
Gain (loss) included in AOCI as of beginning of period	$ (7,480)	$ (1,693)	$ 541
Amount of gain (loss) recognized in OCI (effective portion)	(13,172)	(4,176)	(6,741)
Amount of (gain) loss reclassified from OCI into net revenues (effective portion)	(4,270)	(4,034)	4,715
Amount of (gain) loss reclassified from OCI into cost of revenues (effective portion)	(238)	(177)	(208)
Amount of (gain) loss reclassified from OCI into interest expense (effective portion)	5,004	2,600	—
Total amount of (gain) loss reclassified from AOCI to consolidated statements of operations (effective portion)	496	(1,611)	4,507
Gain (loss) included in AOCI as of end of period	$ (20,156)	$ (7,480)	$ (1,693)

For the period presented prior to the first quarter of fiscal year 2020, the ineffective and excluded portion of the realized and unrealized gain or loss was included in other non-operating income (expense). As a result of adopting ASU 2017-12, beginning in the first quarter of fiscal year 2020, the excluded portion of such amounts is included in the same line item in which the underlying transactions affect earnings and the ineffective portion of the realized and unrealized gains or losses on derivatives is included as a component of accumulated other comprehensive income. The Company did not have an ineffective portion of its cash flow hedges during the year ended March 28, 2020. The Company recognized immaterial gains in the consolidated statement of operations relating to the ineffective portion of the cash flow hedges reported in other non-operating income and (expense), net during the year ended March 30, 2019 compared to an immaterial loss in Fiscal Year 2018.

Table of Contents

17. INCOME TAXES

Income tax expense (benefit) for Fiscal Years 2020, 2019, and 2018 consisted of the following:

	Fiscal Year Ended		
(in thousands)	**March 28, 2020**	**March 30, 2019**	**March 31, 2018**
Current:			
Federal	$ 15,794	$ (1,199)	$ 82,523
State	2,310	2,550	4,274
Foreign	9,526	(1,550)	6,860
Total current provision for (benefit from) income taxes	27,630	(199)	93,657
Deferred:			
Federal	(15,606)	(37,577)	9,002
State	1,939	(4,160)	(1,585)
Foreign	(83,364)	(8,195)	22
Total deferred income tax expense (benefit)	(97,031)	(49,932)	7,439
Income tax expense (benefit)	$ (69,401)	$ (50,131)	$ 101,096

The components of income (loss) before income taxes for Fiscal Years 2020, 2019, and 2018 are as follows:

	Fiscal Year Ended		
(in thousands)	**March 28, 2020**	**March 30, 2019**	**March 31, 2018**
United States	$ (756,095)	$ (179,387)	$ 17,654
Foreign	(140,488)	(6,305)	82,573
Income (loss) before income taxes	$ (896,583)	$ (185,692)	$ 100,227

The following is a reconciliation between statutory federal income taxes and the income tax expense (benefit) for Fiscal Years 2020, 2019, and 2018:

	Fiscal Year Ended		
(in thousands)	**March 28, 2020**	**March 30, 2019**	**March 31, 2018**
Tax expense at statutory rate	$ (188,282)	$ (38,995)	$ 31,631
Foreign operations taxed at different rates	2,497	(4,965)	(17,970)
State taxes, net of federal benefit	(14,326)	(1,610)	2,689
Research and development credit	(6,498)	(4,288)	(2,023)
US tax on foreign earnings	10,889	4,398	—
Impact of Tax Act	—	(3,728)	87,790
Goodwill impairment	101,604	—	—
Stock based compensation	7,369	(1,196)	(1,771)
Internal restructuring related benefit	(65,069)	—	—
Withholding tax	2,657	—	—
Deferred tax valuation allowance	68,486	—	—
Altera accrual	9,467	—	—
Other, net	1,805	253	750
Income tax expense (benefit)	$ (69,401)	$ (50,131)	$ 101,096

Deferred tax assets and liabilities represent the tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting and income tax purposes.

Significant components of the Company's deferred tax assets and liabilities as of March 28, 2020 and March 30, 2019 and are as follows:

(in thousands)	March 28, 2020	March 30, 2019
Accruals and other reserves	$ 29,788	$ 24,167
Deferred compensation	277	2,980
Net operating loss carry forward	11,810	16,921
Stock compensation	10,867	9,484
Interest expense	10,676	11,550
Tax credits	12,437	7,072
Engineering costs	41,123	31,015
Intangible assets	94,809	—
Other deferred tax assets	3,826	635
Valuation allowance(1)	(81,436)	(15,787)
Total deferred tax assets	134,177	88,037
Deferred gains on sales of properties	(1,128)	(1,155)
Purchased intangibles	(55,586)	(92,544)
Unearned revenue	6,521	(5,054)
Unremitted earnings of certain subsidiaries	(7,123)	(17,879)
Fixed asset depreciation	818	(7,881)
Right of use assets	(5,316)	—
Total deferred tax liabilities	(61,814)	(124,513)
Net deferred tax assets(2)	$ 72,363	$ (36,476)

(1) *Valuation allowance on federal and state deferred tax assets are net of federal tax impact.*
(2) *The Company's deferred tax assets for the Fiscal Year ended March 28, 2020* and *March 30, 2019, are included as a component of other assets on the consolidated balance sheets.*

The Company evaluates its deferred tax assets, including a determination of whether a valuation allowance is necessary, based upon its ability to utilize the assets using a more likely than not analysis. Deferred tax assets are only recorded to the extent that they are realizable based upon past and future income. Based on the Company's results for Fiscal Year 2019 and 2020 together with the Fiscal Year 2021 forecast, the Company recorded a 100% valuation allowance against its US Federal and State deferred tax assets of $71.6 million.

In the period ended March 28, 2020, the Company completed the reorganization of its foreign businesses in conjunction with the Polycom Acquisition in Fiscal Year 2018 and recognized a deferred tax asset relating to the book and tax basis difference of certain intangible assets of $76.5 million

The impact of an uncertain income tax position on income tax expense must be recognized at the largest amount that is more likely than not to be sustained. An uncertain income tax position will not be recognized unless it has a greater than 50% likelihood of being sustained. As of March 28, 2020, March 30, 2019, and March 31, 2018, the Company had $152.3 million, $26.5 million, and $12.6 million, respectively, of unrecognized tax benefits. The increase of uncertain tax positions when compared to the prior year is predominantly due to uncertain tax benefits related to the reorganization of its foreign business and uncertain tax position related to Altera Corp. v. Commissioner IRC Section 482 requiring related-party participants in a cost sharing arrangement to share stock-based compensation costs. The unrecognized tax benefits as of March 28, 2020 would favorably impact the effective tax rate in future periods if recognized.

A reconciliation of the change in the amount of gross unrecognized income tax benefits for the periods is as follows:

(in thousands)	March 28, 2020	March 30, 2019	March 31, 2018
Balance at beginning of period	$ 26,458	$ 12,612	$ 12,854
Increase (decrease) of unrecognized tax benefits related to prior fiscal years	11,226	254	(1,310)
Increase of unrecognized tax benefits related to business combinations	89	13,329	—
Increase of unrecognized tax benefits related to current year income statement	115,824	2,069	3,085
Reductions to unrecognized tax benefits related to settlements with taxing authorities	(995)	—	(115)
Reductions to unrecognized tax benefits related to lapse of applicable statute of limitations	(295)	(1,806)	(1,902)
Balance at end of period	$ 152,307	$ 26,458	$ 12,612

The Company's continuing practice is to recognize interest and penalties related to income tax matters in income tax expense. The interest related to unrecognized tax benefits was $4.0 million and $2.0 million as of March 28, 2020 and March 30, 2019, respectively. No penalties have been accrued.

The Company and its subsidiaries are subject to taxation in various foreign and state jurisdictions, including the U.S. The Company is currently being audited by the Internal Revenue Service for Fiscal Year 2017. The Company anticipates a reduction in liabilities for uncertain tax positions that may impact the statement of operations in the next 12 months of approximately $7.3 million relating to the Altera Corp. v. Commissioner IRS assessment and research and development tax credit. All federal tax matters have been concluded for tax years prior to Fiscal Year 2016. Foreign and State income tax matters for material tax jurisdictions have been concluded for tax years prior to Fiscal Year 2013.

The Company believes that an adequate provision has been made for any adjustments that may result from tax examinations; however, the outcome of such examinations cannot be predicted with certainty. If any issues addressed in the tax examinations are resolved in a manner inconsistent with the Company's expectations, the Company could be required to adjust its provision for income tax in the period such resolution occurs.

As of March 28, 2020, after applying Internal Revenue Code ("IRC") Section 382 limitations, we had $11.8 million of federal and state operating loss carryforwards, with which to offset our future taxable income. The federal and state net operating loss carryforwards will begin to expire in the year 2021.

We experienced an "ownership change" within the meaning of Section 382(g) of the Internal Revenue Code of 1986, as amended, during the second quarter of Fiscal Year 2019. This ownership change has and will continue to subject our net operating loss carryforwards to an annual limitation, which will significantly restrict our ability to use them to offset our taxable income in periods following the ownership change. In general, the annual use limitation equals the aggregate value of our stock at the time of the ownership change multiplied by a specified tax-exempt interest rate.

As of March 28, 2020, the Company had $12.4 million in carryforward tax credits primarily related to California research tax credits which can be carried forward indefinitely.

18. COMPUTATION OF EARNINGS PER COMMON SHARE

Basic earnings (loss) per share is calculated by dividing net income (loss) associated with common shareholders by the weighted-average number of common shares outstanding during the period. Diluted earnings (loss) per share assumes the issuance of additional shares of common stock by the Company upon exercise of all outstanding stock options and vesting of restricted stock, if the effect is dilutive, in accordance with the treasury stock method or two-class method (whichever is more dilutive). Refer to Note 2, *Significant Accounting Policies*, for additional information regarding the Company's computation of earnings (loss) per common share.

The following table sets forth the computation of basic and diluted earnings (loss) per common share for the years ended March 28, 2020, March 30, 2019, and March 31, 2018:

(in thousands, except earnings per share data)	Fiscal Year Ended March 28, 2020	March 30, 2019	March 31, 2018
Numerator:			
Net loss	$ (827,182)	$ (135,561)	$ (869)
Denominator:			
Weighted average common shares-basic	39,658	37,569	32,345
Weighted average shares-diluted	39,658	37,569	32,345
Basic loss per common share	$ (20.86)	$ (3.61)	$ (0.03)
Diluted loss per common share	$ (20.86)	$ (3.61)	$ (0.03)
Potentially dilutive securities excluded from diluted loss per share because their effect is anti-dilutive	1,740	616	543

19. REVENUE AND MAJOR CUSTOMERS

The Company designs, manufactures, markets, and sells integrated communications and collaboration solutions that span headsets, Open SIP desktop phones, audio and video conferencing, cloud management and analytics software solutions, and services.

Major product categories are Headsets, which includes corded and cordless communication headsets; Voice, Video, and Content Sharing Solutions, which includes open SIP desktop phones, conference room phones, and video endpoints, including cameras, speakers, and microphones. All of Company's solutions are designed to work in a wide range of Unified Communications & Collaboration ("UC&C"), Unified Communication as a Service ("UCaaS"), and Video as a Service ("VaaS") environments. The Company's RealPresence collaboration solutions range from infrastructure to endpoints and allow people to connect and collaborate globally, naturally and seamlessly. In addition, the Company offers comprehensive Support Services including support for its solutions and hardware devices, as well as professional, hosted, and managed services. As announced on February 4, 2020, the Company entered into a definitive agreement with Nacon S.A. and closed the transaction on March 19, 2020, completing the sale of the Company's Consumer Gaming assets for a net amount and resulting pre-tax gain on sale that are not material to the Company's consolidated financial statements.

Product revenue is largely comprised of sales of hardware devices, peripherals, and platform software licenses used in communication and collaboration in offices and contact centers, with mobile devices, cordless phones, and with computers and gaming consoles. Services revenue primarily includes support on hardware devices, professional, hosted and managed services, and solutions to the Company's customers.

The following table disaggregates revenues by major product category for the Fiscal Years ended March 28, 2020, March 30, 2019, and March 31, 2018:

	Fiscal Year Ended		
(in thousands)	**March 28, 2020**	**March 30, 2019**	**March 31, 2018**
Net revenues from unaffiliated customers:			
Headsets [1]	$ 773,186	$ 910,699	$ 856,903
Voice[2]	377,059	344,586	—
Video[2]	282,491	255,485	—
Services[2]	264,254	163,765	—
Total net revenues	$ 1,696,990	$ 1,674,535	$ 856,903

[1]*As announced on February 4, 2020, the Company entered into a definitive agreement with Nacon S.A. and closed the transaction on March 19, 2020, completing the sale of the Company's Consumer Gaming assets for a net amount that is not material to the Company's consolidated financial statements. The remaining consumer headsets are included in the Company's Enterprise products and all prior periods have been reclassified to conform to current presentation.*
[2]*Categories were introduced with the Acquisition of Polycom on July 2, 2018, and amounts are presented net of purchase accounting adjustments. Refer to Note 4, Acquisition, of the accompanying Notes of Consolidated Financial Statements for additional information regarding this acquisition.*

For reporting purposes, revenue is attributed to each geographic region based on the location of the customer. Other than the U.S., no country accounted for 10% or more of the Company's net revenues for the Fiscal Years ended March 28, 2020, March 30, 2019, and March 31, 2018.

The following table presents net revenues by geography:

	Fiscal Year Ended		
(in thousands)	**March 28, 2020**	**March 30, 2019**	**March 31, 2018**
Products			
Net revenues from unaffiliated customers:			
U.S.	$ 708,566	$ 729,930	$ 434,053
Europe and Africa	398,721	432,899	250,762
Asia Pacific	221,912	245,499	99,779
Americas, excluding U.S.	103,537	102,442	72,309
Total International net revenues	724,170	780,840	422,850
Product net revenues	1,432,736	1,510,770	856,903
Services			
Net revenues from unaffiliated customers:			
U.S.	$ 102,103	$ 59,615	$ —
Europe and Africa	66,900	43,991	—
Asia Pacific	73,424	43,382	—
Americas, excluding U.S.	21,827	16,777	—
Total International net revenues	162,151	104,150	—
Service net revenues	$ 264,254	$ 163,765	$ —
Total net revenues	$ 1,696,990	$ 1,674,535	$ 856,903

Two customers, ScanSource and Ingram Micro Group, accounted for 19.8% and 17.3%, respectively, of net revenues for the Fiscal Year ended March 28, 2020. Two customers, ScanSource and Ingram Micro Group, accounted for 16.0% and 11.4%, respectively, of net revenues for the Fiscal Year ended March 30, 2019. One customer, Ingram Micro Group, accounted for 10.9% of net revenues in Fiscal Year ended March 31, 2018. Net revenues from ScanSource and Ingram Micro Group was comprised of both Product and Service revenue for the Fiscal Years ended March 28, 2020 and March 30, 2019.

Three customers, Ingram Micro Group, ScanSource, and Synnex Group accounted for 22.2%, 17.3%, and 15.6% respectively, of total net accounts receivable at March 28, 2020. Three customers, Ingram Micro Group, ScanSource, and D&H Distributors, accounted for 21.3%, 19.2%, and 10.9%, respectively, of total net accounts receivable at March 31, 2019.

Deferred revenue is primarily comprised of non-cancelable maintenance support performance obligations on hardware devices which are typically billed in advance and recognized ratably over the contract term as the services are delivered.

In Fiscal Year 2020, the Company's deferred revenue balance was $208.5 million, which represents 12.3% of total net revenues. In Fiscal Year 2019, the Company's deferred revenue balance was $193.9 million, which represents 11.6% of total net revenues. In Fiscal 2018, the Company's deferred revenue balance was $3.0 million, which represents less than 1% of total net revenues. The increase is the result of the Acquisition of Polycom on July 2, 2018 and the acquired deferred service revenue balances in addition to new service contracts entered into subsequent to the Acquisition.

In Fiscal Year 2020, the Company recognized $133.2 million in revenues that were reflected in deferred revenue at the beginning of the period.

The table below represents aggregate amount of the transaction price allocated to the performance obligations that are unsatisfied (or partially unsatisfied) as of March 28, 2020:

	As of March 28, 2020		
(in millions)	**Current**	**Noncurrent**	**Total**
Performance obligations	$ 148.7	$ 64.5	$ 213.2

Upon establishment of creditworthiness, the Company may extend credit terms to its customers which typically ranges between 30 and 90 days from the date of invoice depending on geographic region and type of customer. The Company typically bills upon product hardware shipment, at time of software activation or upon completion of services. Revenue is not generally recognized in advance of billing. The balance of contract assets as of March 28, 2020 was $3.7 million and not considered material in prior years. None of the Company's contracts are deemed to have significant financing components.

Sales, value add, and other taxes collected concurrent with revenue producing activities are excluded from revenue.

The Company's indirect channel model includes both a two-tiered distribution structure, where the Company sells to distributors that subsequently sell to resellers, and a one-tiered structure where the Company sells directly to resellers. For these arrangements, transfer of control begins at the time access to the Company's services is made available to the end customer and entitlements have been contractually established, provided all other criteria for revenue recognition are met.

Commercial distributors and retailers represent the Company's largest sources of net revenues. Sales through its distribution and retail channels are made primarily under agreements allowing for rights of return and include various sales incentive programs, such as back end rebates, discounts, marketing development funds, price protection, and other sales incentives. The Company has an established sales history for these arrangements and the Company records the estimated reserves at the inception of the contract as a reflection of the reduced transaction price. Customer sales returns are estimated based on historical data, relevant current data, and the monitoring of inventory build-up in the distribution channel. Revenue reserves represent a reasonable estimation made by management and are subject to significant judgment. Estimated reserves may differ from actual returns or incentives provided, due to unforeseen customer return or claim patterns or changes in circumstances. For certain customer contracts which have historically demonstrated variability, the Company has considered the likelihood of being under-reserved and have considered a constraint accordingly. Provisions for Sales Returns are presented within Accrued Liabilities in the Company's Consolidated Balance Sheets. Provisions for promotions, rebates, and other sales incentives are presented as a reduction of Accounts Receivable unless there is no identifiable right offset, in which case they are presented within Accrued Liabilities on its Consolidated Balance Sheets. Refer to Note 7, *Details of Certain Balance Sheet Accounts* for additional details.

For certain arrangements, the Company pays commissions, bonuses and taxes associated with obtaining the contracts. The Company capitalizes such costs if they are deemed to be incremental and recoverable. The Company has elected to use the practical expedient to record the incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset that the entity otherwise would have recognized is one year or less. Determining the amortization period of costs related to obtaining a contract involves judgment. Capitalized commissions and related expenses, on hardware sales and services recognized at a point in time generally have an amortization period of less than one year. Maintenance-related performance obligations generally have an amortization period greater than one year when considering renewals. Capitalized commissions are amortized to Sales and Marketing Expense on a straight-line basis. The capitalized amount of incremental and recoverable costs of obtaining contracts with an amortization period of greater than one year are $2.7 million as of March 28, 2020. Amortization of capitalized contract costs for the Fiscal Year ended March 28, 2020 was immaterial.

20. SEGMENT REPORTING AND GEOGRAPHIC INFORMATION

In the fourth quarter of Fiscal Year 2020, the Company hired a new interim Chief Executive Officer who was identified as its Chief Operating Decision Maker ("CODM"). The CODM has organized the Company, manages resource allocations and measures performance among its two operating segments — Products and Services. Prior to this change in executive management, the Company operated as one operating segment. Based on this change, prior comparative periods have been recast to conform to current period segment presentation.

The Products segment includes the Company's Headsets, Voice and Video product lines. The Services segment includes maintenance support on hardware devices as well as professional, managed and cloud services and solutions. In managing the two operating segments the CODM uses information about their revenue and gross margin after adjustments to exclude certain non-cash transactions and activities that are not reflective of the Company's ongoing or core operations as further described below. The CODM does not review asset information by segment.

Asset impairment: During the fourth quarter of fiscal 2020, the Company determined certain of its long-lived assets, primarily related to purchased intangibles recorded in connection with the Acquisition of Polycom, were not recoverable and as a result recorded impairment charges representing the excess carrying amount over the estimated fair value (see Note 8).

Purchase accounting amortization: Represents the amortization of purchased intangible assets recorded in connection with the Acquisition of Polycom.

Inventory valuation adjustment: Represents the amortization of the inventory step-up associated with the impact of inventory fair value purchase accounting adjustments recorded in connection with the Acquisition of Polycom.

Deferred revenue purchase accounting: Represents the impact of fair value purchase accounting adjustments related to deferred revenue recorded in connection with the Acquisition of Polycom. The Company's deferred revenue primarily relates to Service revenue associated with non-cancelable maintenance support on hardware devices which are typically billed in advance and recognized ratably over the contract term as those services are delivered. This adjustment represents the amount of additional revenue that would have been recognized during the period absent the write-down to fair value required under purchase accounting guidelines.

Consumer optimization: Represents charges related to inventory reserves and supplier liabilities for excess and obsolete inventory incurred in connection with the Company's strategic actions to optimize its Consumer product portfolio.

Acquisition and integration fees: Represents charges incurred in connection with the Acquisition and integration of Polycom such as system implementations, legal and accounting fees.

Stock compensation expense: Represents the non-cash expense associated with the Company's issuance of common stock and share-based awards to employees and non-employee directors.

The following table presents segments results for revenue and gross margin, as reviewed by the CODM, and their reconciliation to the Company's consolidated GAAP results:

	Fiscal Year Ended		
(in thousands)	March 28, 2020	March 30, 2019	March 31, 2018
Segment revenues as reviewed by CODM			
Products	$ 1,434,635	1,518,687	$ 856,903
Services	296,308	240,672	—
Total segment revenues as reviewed by CODM	$ 1,730,943	$ 1,759,359	$ 856,903
Segment gross profit as reviewed by CODM			
Products	$ 697,212	$ 766,068	$ 444,322
Services	201,382	162,884	—
Total segment gross profit as reviewed by CODM	$ 898,594	$ 928,952	$ 444,322

	Fiscal Year Ended		
(in thousands)	March 28, 2020	March 30, 2019	March 31, 2018
Total segment revenues as reviewed by CODM	$ 1,730,943	$ 1,759,359	$ 856,903
Deferred revenue purchase accounting	(33,953)	(84,824)	—
Consolidated GAAP net revenues	$ 1,696,990	$ 1,674,535	$ 856,903
Total segment gross profit as reviewed by CODM [(1)]	$ 898,594	$ 928,952	$ 444,322
Asset impairment	(174,235)	—	—
Purchase accounting amortization	(122,553)	(114,361)	—
Inventory valuation adjustment	—	(30,395)	—
Deferred revenue purchase accounting	(33,953)	(84,824)	—
Consumer optimization	(10,415)	—	—
Integration and rebranding costs	(1,211)	(1,057)	—
Stock-based compensation	(3,992)	(4,176)	(3,622)
Other adjustments	—	—	(1,585)
Consolidated GAAP gross profit	$ 552,235	$ 694,139	$ 439,115

[(1)] *Includes depreciation expense of $15.2 million, $11.0 million, and $7.6 million in Fiscal Years 2020, 2019, and 2018, respectively.*

The following table presents long-lived assets by geographic area on a consolidated basis:

	Fiscal Year Ended	
(in thousands)	March 28, 2020	March 30, 2019
United States	$ 76,633	$ 101,637
Netherlands	17,670	19,052
Mexico	39,053	40,821
United Kingdom	$ 699	$ 9,074
China	$ 15,089	$ 15,738
Other countries	21,315	18,504
Total long-lived assets	$ 170,459	$ 204,826

21. SUBSEQUENT EVENTS

Restructuring

On May 27, 2020, the Company announced its plan of restructuring to reduce expenses and right size its overall cost structure to better align with projected revenue levels. These actions are expected to result in approximately $25 million to $35 million of aggregate charges for headcount reductions and office closures.

SUPPLEMENTARY QUARTERLY FINANCIAL DATA
(Unaudited)

Each of the Company's fiscal years ends on the Saturday closest to the last day of March. The Company's Fiscal Year 2020 and Fiscal Year 2019 consisted of 52 weeks. Our interim fiscal quarters for the first, second, third, and fourth quarter of Fiscal Year 2020 ended on June 29, 2019, September 28, 2019, December 28, 2019, and March 28, 2020, respectively, and our interim fiscal quarters for the first, second, third, and fourth quarter of Fiscal Year 2019 ended on June 30, 2018, September 29, 2018, December 29, 2018, and March 30, 2019, respectively. All interim fiscal quarters presented below consisted of 13 weeks.

(in thousands, except per share data)	Quarter Ended			
	March 28, 2020[1]	December 28, 2019	September 28, 2019	June 29, 2019
Net revenues	$ 403,043	$ 384,471	$ 461,709	$ 447,767
Gross profit	$ (10,328)	$ 143,846	$ 206,071	$ 212,646
Net income (loss)	$ (677,918)	$ (78,483)	$ (25,910)	$ (44,871)
Basic net income (loss) per common share	$ (16.94)	$ (1.97)	$ (0.65)	$ (1.14)
Diluted net income (loss) per common share	$ (16.94)	$ (1.97)	$ (0.65)	$ (1.14)
Cash dividends declared per common share	$ —	$ 0.15	$ 0.15	$ 0.15

(in thousands, except per share data)	Quarter Ended			
	March 30, 2019	December 29, 2018	September 29, 2018	June 30, 2018[2]
Net revenues	$ 468,488	$ 501,669	$ 483,069	$ 221,309
Gross profit	$ 216,530	$ 215,137	$ 152,629	$ 109,843
Net income (loss)	$ (21,589)	$ (41,734)	$ (86,709)	$ 14,471
Basic net income (loss) per common share	$ (0.55)	$ (1.06)	$ (2.21)	$ 0.43
Diluted net income (loss) per common share	$ (0.55)	$ (1.06)	$ (2.21)	$ 0.42
Cash dividends declared per common share	$ 0.15	$ 0.15	$ 0.15	$ 0.15

(1)The Company's consolidated financial results for the fourth quarter Fiscal Year 2020 includes a non-cash impairment charge of $179.6 million to intangible assets and property, plant, and equipment related to long-lived assets in the voice asset group, as well as a non-cash impairment charge of $483.7 million to goodwill related to an overall decline in the Company's earnings and a sustained decrease in its share price. The Company also completed its internal intangible property restructuring between its wholly-owned subsidiaries to align the IP structure to its operations, resulting in a deferred tax asset and partially offset by a valuation allowance recorded against its U.S. deferred tax assets.

(2) The Company's consolidated financial results for the first quarter Fiscal Year 2019 exclude the results of Polycom for the three months ended June 30, 2018. The Company completed the Acquisition of Polycom on July 2, 2018 and results are included in the remaining three quarters of Fiscal Year 2019.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There have been no disagreements with accountants on any matter of accounting principles and practices or financial disclosure.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures

Our management evaluated, with the participation of our Interim Chief Executive Officer and our Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Form 10-K. Based on this evaluation, our Interim Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures are effective at the reasonable assurance level to ensure that information we are required to disclose in reports that we file or submit under the Securities Exchange Act of 1934 (i) is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and (ii) is accumulated and communicated to the Company's management, including our Interim Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Our disclosure controls and procedures are designed to provide reasonable assurance that such information is accumulated and communicated to our management. Our disclosure controls and procedures include components of our internal control over financial reporting. Management's assessment of the effectiveness of our internal control over financial reporting is expressed at the level of reasonable assurance because a control system, no matter how well designed and operated, can provide only reasonable, but not absolute, assurance that the control system's objectives will be met.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended). Our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the criteria set forth in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this evaluation, our management has concluded that our internal control over financial reporting was effective as of March 28, 2020.

The Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, has issued a report on our internal control over financial reporting, which appears on page 63 of this Form 10-K.

Changes in internal control over financial reporting

There has been no change in our internal control over financial reporting during the fourth quarter of Fiscal Year 2020 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. In response to the COVID-19 pandemic, certain Company employees began working remotely beginning mid-March 2020. As a result of these changes we have not identified any changes in our internal control over financial reporting. We are continually monitoring and assessing the COVID-19 situation to determine any potential impacts on the design and operating effectiveness of our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information regarding the identification and business experience of our directors under the captions "Nominees" and "Business Experience and Qualifications of Directors/Nominees" under the main caption "Proposal One – Election of Directors" in our definitive 2020 Proxy Statement for the 2020 Annual Meeting of Stockholders ("2020 Proxy Statement"), is incorporated in this Item 10 by reference. For information regarding the identification and business experience of our executive officers, see "Executive Officers of the Registrant" at the end of Item 1 in Part I of this Form 10-K. Information regarding the audit committee and names of the financial expert(s) serving on the audit committee, under the caption "Corporate Governance" subhead "Audit Committee" in our 2020 Proxy Statement is incorporated into this Item 10 by reference. Information concerning filing requirements applicable to our executive officers and directors under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" in our 2020 Proxy Statement is incorporated into this Item 10 by reference.

There have been no materials changes to the procedures by which stockholders can recommend nominees to the Company's board of directors.

ITEM 11. EXECUTIVE COMPENSATION

The information required under this item is included under the captions "Executive Compensation", "Compensation of Directors", "Report of the Leadership Development and Compensation Committee of the Board of Directors" and "Leadership Development and Compensation Committee Interlocks and Insider Participation" in our 2020 Proxy Statement and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is included under the captions "Equity Compensation Plan Information" and "Security Ownership of Principal Stockholders and Management" under the main caption "Additional Information" in our 2020 Proxy Statement and is incorporated into this Item 12 by this reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item is included under the caption "Corporate Governance" subheading "Director Independence and Certain Relationships and Related Transactions" in the 2020 Proxy Statement and is incorporated into this Item 13 by this reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is included under the caption "Proposal Four - Ratification of Appointment of Independent Registered Public Accounting Firm" in our 2020 Proxy Statement and is incorporated in this Item 14 by this reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this Form 10-K:

(1) Financial Statements. The following consolidated financial statements and supplementary information and Report of Independent Registered Public Accounting Firm are included in Part II of this Report.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

(2) Financial Statement Schedule.

PLANTRONICS, INC.
SCHEDULE II: VALUATION AND QUALIFYING ACCOUNTS
(in thousands)

		Balance at Beginning of Year	Other [4]	Charged to Expenses or Other Accounts	Deductions	Balance at End of Year
Provision for doubtful accounts and sales allowances:	(1)					
Year ended March 31, 2018		$ 603	—	$ 784	$ (514)	$ 873
Year ended March 30, 2019		873	3,928	4,332	(4,176)	4,956
Year ended March 28, 2020		4,956	—	(2,297)	(518)	2,141
Provision for returns:	(2)					
Year ended March 31, 2018		$ 10,541	—	$ 30,472	$ (30,788)	$ 10,225
Year ended March 30, 2019		10,225	(10,225)	—	—	—
Year ended March 28, 2020		—	—	—	—	—
Provision for promotions and rebates:	(2)					
Year ended March 31, 2018		$ 31,747	—	$ 183,929	$ (177,392)	$ 38,284
Year ended March 30, 2019	(5)	38,284	44,136	417,422	(376,789)	123,053
Year ended March 28, 2020		123,053	(224)	441,250	(452,705)	111,374
Valuation allowance for deferred tax assets:	(3)					
Year ended March 31, 2018		$ 2,209		$ 981	$ (676)	$ 2,514
Year ended March 30, 2019		2,514	8,068	7,469	(2,264)	15,787
Year ended March 28, 2020		15,787	—	71,561	(5,912)	81,436

(1) Amounts charged to expenses or other accounts are reflected in the consolidated statements of operations as part of selling, general, and administrative expenses for doubtful accounts and as a reduction to net revenues for sales allowances.

(2) Amounts charged to expenses or other accounts are reflected in the consolidated statements of operations as a reduction to net revenues.

(3) Amounts charged to expenses or other accounts are primarily reflected in the consolidated statements of operations as a component of income tax expense.

(4) Amounts represent changes in the accounts due to Acquisition of Polycom on July 2, 2018 and impact from adoption of ASC 606.

All other schedules have been omitted because the required information is either not present or not present in the amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements or notes thereto.

(3) Exhibits. See Item 15(b) below.

(b) Exhibits

We have filed, or incorporated by reference into this Report, the exhibits listed on the accompanying Index to Exhibits immediately following the signature page of this Form 10-K.

(c) Financial Statement Schedules

See Items 8 and 15(a) (2) above.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

June 8, 2020	**PLANTRONICS, INC.**		
	By:	/s/ Robert C. Hagerty	
	Name:	Robert C. Hagerty	
	Title:	*Interim Chief Executive Officer* *(Principal Executive Officer)*	

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned officers and directors of Plantronics, Inc., a Delaware corporation, do hereby constitute and appoint Robert C. Hagerty and Charles D. Boynton, or either of them, the lawful attorney-in-fact, with full power of substitution, for him in any and all capacities, to sign any amendments to this report on Form 10-K and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact or his substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Robert C. Hagerty (Robert C. Hagerty)	Interim Chief Executive Officer, Chairman of the Board and Director (Principal Executive Officer)	June 8, 2020
/s/ Charles D. Boynton (Charles D. Boynton)	Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	June 8, 2020
/s/ Marv Tseu (Marv Tseu)	Vice Chairman of the Board and Director	June 8, 2020
/s/ Frank Baker (Frank Baker)	Director	June 8, 2020
/s/ Kathy Crusco (Kathy Crusco)	Director	June 8, 2020
/s/ Brian Dexheimer (Brian Dexheimer)	Director	June 8, 2020
/s/ Gregg Hammann (Gregg Hammann)	Director	June 8, 2020
/s/ John Hart (John Hart)	Director	June 8, 2020
/s/ Guido Jouret (Guido Jouret)	Director	June 8, 2020
/s/ Marshall Mohr (Marshall Mohr)	Director	June 8, 2020
/s/ Daniel Moloney (Daniel Moloney)	Director	June 8, 2020

Table of Contents

EXHIBITS INDEX

Exhibit Number	Exhibit Description	Incorporation by Reference Form	File No.	Exhibit	Filing Date	Filed Herewith
2.1	Stock Purchase Agreement, dated March 28, 2018, among Plantronics, Inc., Triangle Private Holdings II, LLC and Polycom, Inc.	8-K	001-12696	2.1	7/2/2018	
3.1	2009 Restated Certificate of Incorporation of the Registrant filed with the Secretary of State of Delaware on January 20, 2009	8-K	001-12696	3.1	1/20/2009	
3.2	Amended and Restated Bylaws of Plantronics, Inc., effective as of April 9, 2020					X
4.1	Indenture, dated as of May 27, 2015, by and between Plantronics, Inc., Frederick Electronics Corporation and U.S. Bank National Association, as trustee	8-K	001-12696	4.1	6/3/2015	
4.2	Form of Note for Plantronics, Inc.'s 5.500% Senior Notes due 2023 (incorporated by reference to Exhibit 4.3 hereto)	8-K	001-12696	4.2	6/3/2015	
4.3	Credit Agreement dated as of July 2, 2018 among Plantronics, Inc. as borrower, Wells Fargo Bank, National Association, as administrative agent, and the lenders from time to time thereto	8-K	001-12696	4.3	7/2/2018	
4.3.1	Amendment No. 2 to Credit Agreement, dated as of February 20, 2020, by and between Plantronics, Inc., the financial institutions party thereto as lenders and Wells Fargo Bank, National Association, as administrative agent.	8-K	001-12696	4.3.1	2/21/2020	
4.4	Description of Plantronics, Inc.'s Capital Stock					X
10.1	Stockholder Agreement, dated July 2, 2018, between Plantronics, Inc. and Triangle Private Holdings II, LLC	8-K	001-12696	10.1	7/2/2018	
10.1.1	Amendment dated as of February 10, 2020 to the Stockholder Agreement dated as of July 2, 2018 by and between Plantronics, Inc. and Triangle Private Holdings II, LLC	8-K	001-12696	10.1	2/11/2020	
10.2*	Form of Indemnification Agreement between the Registrant and certain directors and executives	10-K	001-12696	10.2	5/31/2005	
10.3*	Plantronics, Inc. Incentive Compensation Plan	10-K	001-12696	10.3	5/17/2019	
10.4*	Plantronics, Inc. 2003 Stock Plan, as amended and restated	8-K	001-12696	10.2	8/3/2018	
10.5*	Plantronics, Inc. 2003 Stock Plan, as amended and restated	8-K	001-12696	10.2	6/28/2019	
10.6*	Plantronics, Inc. 2002 Employee Stock Purchase Plan, as amended and restated	8-K	001-12696	10.1	8/3/2018	
10.7*	Plantronics, Inc. 2002 Employee Stock Purchase Plan, as amended and restated	8-K	001-12696	10.1	6/28/2019	
10.8*	Trust Agreement Under the Plantronics, Inc. Basic Deferred Stock Compensation Plan	S-8	333-19351	4.6	3/25/1997	
10.9*	Plantronics, Inc. Basic Deferred Compensation Plan Participant Election	S-8	333-19351	4.7	3/25/1997	
10.10*	Plantronics, Inc. Deferred Compensation Plan, effective May 24, 2013	S-8	333-188868	4.1	5/24/2013	
10.11*	Employment Agreement dated as of July 31, 2016 between Registrant and Joe Burton	8-K	001-12696	10.2	8/2/2016	
10.11.1*	Amendment to Employment Agreement dated as of October 2, 2016 between Registrant and Joe Burton	10-K	001-12696	10.7.1	5/17/2019	
10.11.2*	Second Amendment to Employment Agreement dated as of November 5, 2018 between Registrant and Joseph B. Burton	10-Q	001-12696	10.1	2/6/2019	
10.12*	Severance Agreement and Release dated as of March 9, 2020 between Registrant and Joseph B. Burton					X

Exhibit Number	Exhibit Description	Incorporation by Reference Form	File No.	Exhibit	Filing Date	Filed Herewith
10.13*	At-Will Letter Agreement dated as of February 17, 2020 between Registrant and Robert Hagerty					X
10.14*	Offer letter dated as of March 4, 2019 between Registrant and Chuck Boynton	10-K	001-12696	10.10	5/17/2019	
10.15*	Executive Severance Agreement dated as of March 16, 2019 between Registrant and Chuck Boynton	10-K	001-12696	10.11	5/17/2019	
10.16*	Change of Control Severance Agreement dated as of March 16, 2019 between Registrant and Chuck Boynton	10-K	001-12696	10.12	5/17/2019	
10.17*	Offer letter dated as of February 16, 2017 between Registrant and Mary Huser	10-K	001-12696	10.11	5/10/2017	
10.18*	Executive Severance Agreement dated as of June 15, 2018 between Registrant and Mary Huser	10-K	001-12696	10.14	5/17/2019	
10.19*	Change of Control Severance Agreement dated as of November 5, 2018 between Registrant and Mary Huser	10-Q	001-12696	10.3	2/5/2019	
10.20*	Offer letter dated as of September 15, 2017 between Registrant and Jeff Loebbaka	10-Q	001-12696	10.1	10/31/2017	
10.21*	Executive Severance Agreement dated as of June 15, 2018 between Registrant and Jeff Loebbaka	10-K	001-12696	10.17	5/17/2019	
10.22*	Change of Control Severance Agreement dated as of November 5, 2018 between Registrant and Jeff Loebbaka	10-Q	001-12696	10.4	2/5/2019	
10.23*	Severance Agreement and Release dated December 2, 2019 between Registrant and Jeff Loebbaka	10-Q	001-12696	10.1	2/6/2020	
10.24*	Offer Letter dated as of December 27, 2019 between Registrant and Carl Wiese	10-Q	001-12696	10.2	2/6/2020	
10.25*	Executive Severance Agreement and Change of Control Agreement dated as of January 24, 2020 between Registrant and Carl Wiese	10-Q	001-12696	10.3	2/6/2020	
10.26*	Offer Letter dated December 11, 2018 between Registrant and Tom Puorro					X
10.27*	Executive Severance Agreement and Change of Control Agreement dated as of May 14, 2019 between Registrant and Tom Puorro					X
10.28	Standby Letter of Credit Agreement dated as of March 31, 2009 between Registrant, Plantronics BV and Wells Fargo Bank N.A.	10-K	001-12696	10.13.6	5/26/2009	
10.29	Purchase Agreement, dated as of May 21, 2015, by and among Plantronics, Inc., Frederick Electronics Corp., and Morgan Stanley & Co. LLC, as representative of the several Initial Purchasers listed in Schedule I thereto	8-K	001-12696	10.1	5/26/2015	
21.1	Subsidiaries of the Registrant					X
23	Consent of Independent Registered Public Accounting Firm					X
24.1	Power of Attorney – Power of Attorney (incorporated by reference to the signature page of this Annual Report on Form 10-K.)					
31.1	Certification of the CEO Pursuant to Rule 13a-14(a)/15d-14(a), pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Executive VP and CFO Pursuant to Rule 13a-14(a)/15d-14(a), pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101 INS	XBRL Instance Document					X

		Incorporation by Reference				
Exhibit Number	**Exhibit Description**	**Form**	**File No.**	**Exhibit**	**Filing Date**	**Filed Herewith**
101 SCH	XBRL Taxonomy Extension Schema Document					X
101 CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101 LAB	XBRL Taxonomy Extension Label Linkbase Document					X
101 PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X
101 DEF	XBRL Taxonomy Definition Linkbase Document					X
104	Cover Page Interactive Data File, (formatted as Inline XBRL and contained in Exhibit 101)					X
*	Indicates a management contract or compensatory plan, contract or arrangement in which any Director or any Executive Officer participates.					
**	Confidential treatment has been granted with respect to certain portions of this Exhibit.					

AMENDED AND RESTATED
BYLAWS
OF
PLANTRONICS, INC.
a Delaware corporation

(Effective April 9, 2020)

ARTICLE 1

OFFICES

1. Registered Office

The registered office of the corporation in the State of Delaware shall be located at 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of the corporation's registered agent at such address shall be The Corporation Trust Company. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

2. Other Offices

The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE 2

MEETINGS OF STOCKHOLDERS

1. Place and Time of Meetings

The annual meeting of stockholders shall be held each year. The board of directors shall designate the date and time of the annual meeting. At the annual meeting, directors shall be elected and any other proper business may be transacted. Meetings of stockholders shall be held at any place, within or outside the State of Delaware, designated by the board of directors. The board of directors may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware.

2. Special Meetings

Special meetings of stockholders may be called for any purpose and may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. The board of directors may, in its sole discretion, determine that a special meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware. Such meetings may be called at any time only by the board of directors, the chairman of the board of directors, the president, or the holders of twenty percent (20%) or more of the outstanding Common Stock of the corporation. No business may be conducted at a special meeting other than the business brought before the meeting by the board of directors, the chairman of the board of directors, or the president, as the case may be. The board of directors may cancel, postpone or reschedule any previously scheduled special meeting at any time, before or after the notice for such meeting has been sent to the stockholders. The notice of a special meeting shall include the purpose for which the meeting is called.

3. Place of Meetings

The board of directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation.

4. Notice

Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except as otherwise provided in the General Corporation Law of the State of Delaware, the certificate of incorporation or these bylaws, the written notice of any meeting of stockholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting.

5. Stockholders List

The officer who has charge of the stock ledger of the corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the corporation's principal place of business. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

6. Quorum

The holders of the outstanding shares of capital stock representing a majority of the voting power of the corporation, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by law or by the certificate of incorporation. If a quorum is not present, either the chairman of the meeting or the holders of the shares representing a majority of the voting power present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place. When a specified item of business requires a vote by a class or series (if the corporation shall then have outstanding shares of more than one class or series) voting as a class, the holders of a majority of the shares of such class or series shall constitute a quorum (as to such class or series) for the transaction of such item of business. When a quorum is once present to commence a meeting of stockholders, it is not broken by the subsequent withdrawal of any stockholder or their proxies.

7. Adjourned Meetings

When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof and the means of remote communications if any by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record day is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

8. Vote Required

When a quorum is present, the affirmative vote of the holders of the shares representing a majority of the voting power present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the certificate of incorporation or these bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question. Where a separate vote by class may be required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class.

Notwithstanding anything to the contrary contained in these bylaws, effective as of the first meeting of stockholders at which the directors will be elected following the 2011 annual meeting of stockholders, each director shall be elected by the vote of the majority of the votes cast with respect to the nominee at any meeting for the election of directors at which a quorum is present, provided that, the directors shall be elected by the vote of a plurality of the votes cast on the election of directors at the 2011 annual meeting of stockholders and at any meeting for which (i) the Secretary receives a notice of a stockholder's intention to nominate a person or persons for election to the board of directors in compliance with the advance notice provisions of Article 2, Section 13 of these bylaws and (ii) such nomination has not been withdrawn by such stockholder on or before the fourteenth (14th) day preceding the date the corporation first mails its notice of meeting for such meeting of stockholders. For purposes of this Section, a majority of the votes cast means that the number of shares voted "for" a director must exceed the number of votes cast "against" that director.

9. Voting Rights

Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of Common Stock held by such stockholder.

10. Proxies

Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A written proxy may be in the form of means of transmission permitted by law which sets forth or is submitted with information from which it can be determined that such means of transmission was authorized by the person.

11. Prohibitions on Action by Written Consent

Unless otherwise provided in the certificate of incorporation, no action may be taken by the stockholders of the corporation pursuant to a written consent in lieu of an annual or special meeting of the stockholders of the corporation.

12. Advance Notice of Stockholder Business

At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be brought: (A) pursuant to the corporation's proxy materials with respect to such meeting, (B) by or at the direction of the board of directors, or (C) by a stockholder of the corporation who (1) is a stockholder of record at the time of the giving of the notice required by this section and on the record date for the determination of stockholders entitled to vote at the annual meeting and (2) has timely complied in proper written form with the notice procedures set forth in this section, and (3) the stockholder or a duly authorized representative of such stockholder must be present in person to present such business. In addition, for business to be properly brought before an annual meeting by a stockholder, such business must be a proper matter for stockholder action pursuant to these bylaws and applicable law. For the avoidance of doubt, clause (C) above shall be the exclusive means for a stockholder to bring business before an annual meeting of stockholders.

To comply with clause (C) of the immediately preceding paragraph, a stockholder's notice must set forth all information required under this section and must be timely received by the secretary of the corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting; *provided*, *however*, that in the event that no annual meeting was held in the previous year or if the date of the annual meeting is advanced by more than 30 days prior to or delayed by more than 60 days after the one-year anniversary of the date of the previous year's annual meeting, then, for notice by the stockholder to be timely, it must be so received by the secretary not later than the tenth (10th) day following the day on which Public Announcement of the date of such meeting is first made by the corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described in this section. "**Public Announcement**" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission (the "**SEC**") pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended, or any successor thereto (the "**1934 Act**").

To be in proper written form, a stockholder's notice to the secretary must set forth as to each matter of business the stockholder intends to bring before the annual meeting: (1) a brief description of the business intended to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (2) the name and address, as they appear on the corporation's books, of the stockholder proposing such business and of any Stockholder Associated Person (as defined below), (3) the class and number of shares of the corporation that are held of record or are beneficially owned by the stockholder or any Stockholder Associated Person and any derivative positions held or beneficially held by the stockholder or any Stockholder Associated Person, (4) whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of such stockholder or any Stockholder Associated Person with respect to any securities of the corporation, and a description of any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares), the effect or intent of which is to mitigate loss to, or to manage the risk or benefit from share price changes for, or to increase or decrease the voting power of, such stockholder or any Stockholder Associated Person with respect to any securities of the corporation, (5) any material interest of the stockholder or a Stockholder Associated Person in such business, and (6) a statement whether either such stockholder or any Stockholder Associated Person will deliver a proxy statement and form of proxy to holders of at least the percentage of the corporation's voting shares required under applicable law to carry the proposal (such information provided and statements made as required by clauses (1) through (6), a "**Business Solicitation Statement**"). In addition, to be in proper written form, a stockholder's notice to the secretary must be supplemented not later than ten days following the record date to disclose the information contained in clauses (3) and (4) above as of the record date. For purposes of this section, a "**Stockholder Associated Person**" of any stockholder shall mean (i) any person controlling, directly or indirectly, or acting in concert with, such stockholder, (ii) any beneficial owner of shares of stock of the corporation owned of record or beneficially by such stockholder and on whose behalf the proposal or nomination, as the case may be, is being made, or (iii) any person controlling, controlled by or under common control with such person referred to in the preceding clauses (i) and (ii).

Without exception, no business shall be conducted at any annual meeting except in accordance with the provisions set forth in this section and, if applicable, the next section. The chairman of the annual meeting shall, if the facts warrant, determine and declare at the annual meeting that business was not properly brought before the annual meeting and in accordance with the provisions of this section, and, if the chairman should so determine, he or she shall so declare at the annual meeting that any such business not properly brought before the annual meeting shall not be conducted.

This Section 12 is expressly intended to be applicable to stockholder proposals that are not made pursuant to Rule 14a-8 and are not intended to be included in the corporation's proxy statement. In addition to the foregoing provisions of this Section 12, a stockholder shall also comply with all applicable requirements of state law and of the 1934 Act and the rules and regulations thereunder with respect to the matters set forth in this Section 12. Nothing in this Section 12 shall be deemed to affect adversely any right of a stockholder to request inclusion of proposals in, nor the right of the corporation to omit a proposal from, the corporation's proxy statement pursuant to Rule 14a-8 (or any successor provision) under the 1934 Act.

13. Advance Notice of Stockholder Nominations

Notwithstanding anything in these bylaws to the contrary, only persons who are nominated in accordance with the procedures set forth in this section or in Article 2, Section 16 shall be eligible for election or re-election as directors at an annual meeting of stockholders. Nominations of persons for election to the board of directors of the corporation shall be made at an annual meeting of stockholders or at a special meeting of stockholders in which directors are to be elected only (A) by or at the direction of the board of directors or (B) by a stockholder of the corporation who (1) was a stockholder of record at the time of the giving of the notice required by this section and on the record date for the determination of stockholders entitled to vote at the annual meeting and (2) has timely complied in proper written form with the notice procedures set forth in this section.

To comply with clause (B) of the immediately preceding paragraph, a nomination to be made by a stockholder must set forth all information required under this section and must be received by the secretary of the corporation at the principal executive offices of the corporation at the time and manner set forth in Article 2, Section 12 for the timely proposal of business other than the nomination of persons for election as directors.

To be in proper written form, such stockholder's notice to the secretary must set forth: as to each person (a "**nominee**") whom the stockholder proposes to nominate for election or re-election as a director: (A) the name, age, business address and residence address of the nominee, (B) the principal occupation or employment of the nominee, (C) the class and number of shares of the corporation that are held of record or are beneficially owned by the nominee and any derivative positions held or beneficially held by the nominee, (D) whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of the nominee with respect to any securities of the corporation, and a description of any other agreement, arrangement or understanding (including any short position or any borrowing or lending of shares), the effect or intent of which is to mitigate loss to, or to manage the risk or benefit of share price changes for, or to increase or decrease the voting power of the nominee, (E) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the stockholder, (F) a written statement executed by the nominee acknowledging that as a director of the corporation, the nominee will owe a fiduciary duty under Delaware law with respect to the corporation and its stockholders, and (G) any other information relating to the nominee that would be required to be disclosed about such nominee if proxies were being solicited for the election of the nominee as a director, or that is otherwise required, in each case pursuant to Regulation 14A under the 1934 Act (including without limitation the nominee's written consent to being named in the proxy statement, if any, as a nominee and to serving as a director if elected); and as to such stockholder giving notice, (A) the information required to be provided pursuant to clauses (2) through (5) of the third paragraph of Article 2, Section 12, and the supplement referenced in the second sentence of the third paragraph of such Section (except that the references to "business" in such clauses shall instead refer to nominations of directors for purposes of this paragraph), and (B) a statement whether either such stockholder or Stockholder Associated Person will deliver a proxy statement and form of proxy to holders of a number of the corporation's voting shares reasonably believed by such stockholder or Stockholder Associated Person to be necessary to elect such nominee(s) (such information provided and statements made as required by clauses (A) and (B) above, a "**Nominee Solicitation Statement**").

At the request of the board of directors, any person nominated by a stockholder for election as a director must furnish to the secretary of the corporation such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as an independent director of the corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee; in the absence of the furnishing of such information if requested, such stockholder's nomination shall not be considered in proper form pursuant to this section.

Without exception, no person shall be eligible for election or re-election as a director of the corporation at an annual meeting of stockholders unless nominated in accordance with the provisions set forth in this section or in Article 2, Section 16. The chairman of the annual meeting shall, if the facts warrant, determine and declare at the annual meeting that a nomination was not made in accordance with the provisions prescribed by these bylaws, and if the chairman should so determine, he or she shall so declare at the annual meeting, and the defective nomination shall be disregarded.

14. Inspectors of Elections

Before any meeting of stockholders, the board of directors shall appoint an inspector or inspectors of election to act at the meeting or its adjournment. The number of inspectors shall be either one (1) or three (3). If any person appointed as inspector fails to appear or fails or refuses to act, then the chairman of the meeting may, and upon the request of any stockholder or a stockholder's proxy shall, appoint a person to fill that vacancy.

Such inspectors shall: (i) determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies; (ii) receive votes and ballots; (iii) hear and determine all challenges and questions in any way arising in connection with the right to vote; and (iv) count and tabulate all votes and ballots.

The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three (3) inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.

15. Conduct of Meeting

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business as the Chairman deems appropriate.

16. Proxy Access for Director Nominations

(a) Subject to the terms of this Section 16, the corporation shall include in its proxy statement and form of proxy card (together, the "**Proxy Materials**") for an annual meeting of stockholders the name, together with the Required Information (as defined below), of any person nominated for election (a "**Stockholder Nominee**") to the board of directors by a stockholder that satisfies, or by a group of no more than twenty (20) stockholders that satisfy, the requirements of this Section 16 (such stockholder or group of stockholders, including each member thereof to the extent the context so requires, an "**Eligible Stockholder**"), and that expressly elects at the time of providing the notice required by this Section 16 (the "**Nomination Notice**") to have its nominee included in the Proxy Materials pursuant to this Section 16. In the event that an Eligible Stockholder consists of a group of stockholders, any and all requirements and obligations for an individual Eligible Stockholder that are set forth in these bylaws shall apply to each member of such group, except that the Required Shares (as defined below) shall apply to the ownership of the group in the aggregate.

(b) To validly submit a Nomination Notice, an Eligible Stockholder must have owned continuously for at least three (3) years that number of shares of common stock of the corporation as of most recent date for which the number of outstanding shares of common stock of the corporation is disclosed in any filing by the corporation with the Securities and Exchange Commission prior to the submission of the Nomination Notice as shall constitute three percent (3%) or more of the outstanding common stock of the corporation (the "**Required Shares**"). In addition, such Eligible Stockholder must continue to hold the Required Shares through the date of the annual meeting of stockholders or any adjournment or postponement thereof.

(i) For purposes of satisfying the foregoing ownership requirement under this Section 16:

A. the shares of common stock of the corporation owned by one or more stockholders, or by the person or persons who own shares of the common stock of the corporation and on whose behalf any stockholder is acting, may be aggregated, but the number of stockholders and other persons whose ownership of shares of common stock of the corporation is aggregated for such purpose shall not exceed twenty (20);

B. two (2) or more funds that are (I) under common management and investment control, (II) under common management and funded primarily by the same employer or (III) a "group of investment companies," as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, as amended, shall be treated as one stockholder or beneficial owner, provided that such funds otherwise meet the requirements under this Section 16 and, provided, further, that such funds provide to the secretary of the corporation documentation reasonably satisfactory to the board of directors that demonstrates that the funds satisfy this Section 16(b)(i)(B); and

C. no stockholder or person may be a member of more than one (1) group of persons constituting an Eligible Stockholder under this Section 16.

For avoidance of doubt, a stockholder may withdraw from a group of stockholders at any time prior to the annual meeting of stockholders or any adjournment or postponement thereof. If, as a result of such withdrawal, the Eligible Stockholder no longer owns the Required Shares, then all nominations by such Eligible Stockholder shall be disregarded.

(ii) For purposes of this Section 16:

A. an Eligible Stockholder shall be deemed to "own" only those outstanding shares of common stock of the corporation as to which the stockholder possesses both (I) the full voting and investment rights pertaining to the shares and (II) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; provided, that the number of shares calculated in accordance with the foregoing clauses (I) and (II) shall not include any shares (a) sold by such stockholder or any of its affiliates in any transaction that has not been settled or closed; (b) borrowed by such stockholder or any of its affiliates for any purposes or purchased by such stockholder or any of its affiliates pursuant to an agreement to resell; or (c) subject to any option, warrant, forward contract, swap, contract of sale or other derivative or similar instrument or agreement entered into by such stockholder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of common stock of the corporation, in any such case which instrument or agreement has, or is intended to have, the purpose or effect of either or both of (i) reducing in any manner, to any extent or at any time in the future, such stockholder's or its affiliates' full right to vote or direct the voting of any such shares; or (ii) hedging, offsetting or altering to any degree gain or loss arising from maintaining the full economic ownership of such shares by such stockholder or affiliate;

B. a stockholder shall "own" shares held in the name of a nominee or other intermediary so long as the stockholder retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares; and

C. a person's ownership of shares of common stock of the corporation shall be deemed to continue during any period in which the person has loaned such shares so long as the person has the power to recall such loaned shares on five (5) business days' notice, and has recalled the loaned shares by the record date of the relevant annual meeting and the person holds the recalled shares through the date of the annual meeting of stockholders or any adjournment or postponement thereof; and

The terms “owned,” “owning,” “ownership” and other variations of the word “own” shall have correlative meanings. Whether outstanding shares of common stock of the corporation are “owned” for these purposes shall be determined by the board of directors (or a duly authorized committee thereof) in good faith, and such determination shall be conclusive and binding on the corporation and its stockholders. For purposes of this Section 16, the term “affiliate” shall have the meaning ascribed to it under the General Rules and Regulations under the 1934 Act.

(c) For purposes of this Section 16, the “**Required Information**” that the corporation will include in its proxy statement is:

(i) the information concerning the Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the corporation’s proxy statement by the regulations promulgated under the 1934 Act; and

(ii) if the Eligible Stockholder so elects, a written statement, not to exceed five hundred (500) words, in support of the Stockholder Nominee’s candidacy (the “**Stockholder Nominee Statement**”).

Notwithstanding anything to the contrary contained in this Section 16, the corporation may omit from the Proxy Materials any information or Stockholder Nominee Statement (or portion thereof) that it, in good faith, (A) believes would violate any applicable law or regulation, (B) determines would directly or indirectly impugn the character, integrity or personal reputation of, or directly or indirectly makes charges concerning improper, illegal or immoral conduct or associations, without factual foundation, with respect to, any person, or (C) determines that such information is not true in all material respects or omits a material statement necessary to make the statements not misleading. Nothing in this Section 16 shall limit the corporation’s ability to solicit or recommend against and include in its Proxy Materials its own statements relating to any Eligible Stockholder or Stockholder Nominee.

(d) To be timely, a Nomination Notice and the Required Information must be delivered to or mailed and received by the secretary of the corporation at the principal executive offices of the corporation not later than the close of business on the 120th day (the “**Final Nomination Date**”) and not earlier than the close of business on the 150th day prior to the anniversary of the date (as stated in the corporation’s proxy materials) the definitive proxy statement with respect to the preceding year’s annual meeting was first sent to stockholders; provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after the anniversary of the preceding year’s annual meeting, notice by the stockholder to be timely must be so received no earlier than the 150th day prior to such annual meeting and not later than the close of business on the later of (i) the 120th day prior to such annual meeting or (ii) the 10th day following the day on which Public Announcement of the date of such meeting is first made by the corporation. In no event shall the Public Announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the delivery or receipt of a Nomination Notice and Required Information as described above.

(e) The Nomination Notice shall set forth the following information:

(i) one or more written statements from the record holder(s) of the shares (and from each intermediary through which the shares are or have been held during the requisite three-year holding period) verifying that, as of a date within seven (7) calendar days prior to the date of the Nomination Notice, the Eligible Stockholder (including each member of any group of stockholders that together is an Eligible Stockholder) owns, and has owned continuously for the preceding three (3) years, the Required Shares;

(ii) the Eligible Stockholder’s agreement to provide, within five (5) business days after (A) the record date for determining stockholders entitled to vote at the annual meeting of stockholders (if, prior to the record date, the corporation (1) has made a public announcement of such record date or (2) sent a written notice of the record date (including by electronic mail) to the Eligible Stockholder) or (B) the date on which the corporation sent to the Eligible Stockholder written notice (including by electronic mail) of the record date (if such notice is provided after the record date), written statements from the record holder and intermediaries verifying the continuous ownership by such Eligible Stockholder (including each member of any group of stockholders that together is an Eligible Stockholder) of the Required Shares through such record date;

(iii) the information (including with respect to the Stockholder Nominees of such Eligible Stockholder) that would be required to be set forth in a stockholder's notice of a nomination for the election of directors pursuant to Article 2, Section 13 of these bylaws;

(iv) the written consent of each Stockholder Nominee to being named in the corporation's Proxy Materials as a nominee and to serving as a director if elected;

(v) a copy of the Schedule 14N that has been filed with the SEC as required by Rule 14a-18 under the 1934 Act, as such rule may be amended;

(vi) in the case of a nomination by a group of stockholders that together is an Eligible Stockholder, the designation by all group members of one group member that is authorized to act on behalf of all members of the nominating stockholder group with respect to the nomination and matters related thereto, including withdrawal of the nomination;

(vii) a representation that the Eligible Stockholder (including each member of any group of stockholders that together is an Eligible Stockholder) (A) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the corporation, and does not presently have such intent; (B) has not nominated and will not nominate for election to the board of directors at the annual meeting of stockholders any person other than the Stockholder Nominee(s) being nominated pursuant to this Section 16; (C) has not engaged and will not engage in, and has not and will not be a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) under the 1934 Act in support of the election of any individual as a director at the annual meeting of stockholders other than its Stockholder Nominee or a nominee of the board of directors; (D) will not distribute to any stockholder any form of proxy for the annual meeting other than the form distributed by the corporation; and (E) intends to own the Required Shares through the first anniversary of the date of the annual meeting of stockholders and

(viii) an undertaking that the Eligible Stockholder (including each member of any group of stockholders that together is an Eligible Stockholder) agrees to (A) assume all liability stemming from any actual or alleged legal or regulatory violation arising out of the communications by the Eligible Stockholder, as well as its affiliates, associates and their respective agents and representatives, with the stockholders of the corporation or out of the information that the Eligible Stockholder provided to the corporation and indemnify and hold harmless (jointly with all other group members, in the case of a group member) the corporation and each of its directors, officers and employees individually for any liability, loss, damages, expenses or other costs (including attorneys' fees) arising therefrom; (B) comply with all other laws and regulations applicable to any solicitation in connection with the annual meeting of stockholders; and (C) provide to the corporation prior to the annual meeting of stockholders such additional information as reasonably requested by the corporation with respect thereto.

(f) Within the time period specified in this Section 16 for delivering the Nomination Notice, a Stockholder Nominee must deliver to the secretary of the corporation a written representation, in a form deemed satisfactory by the board of directors (or a duly authorized committee thereof), that the Stockholder Nominee:

(i) is not and will not become a party to any agreement, arrangement, or understanding with, and has not given any commitment or assurance to, any person or entity as to how such Stockholder Nominee, if elected as a director, will act or vote on any issue or question;

(ii) is not and will not become a party to any agreement, arrangement, or understanding with any person with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Stockholder Nominee, and is not and will not become a party to any agreement, arrangement or understanding with any person other than the corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director; and

(iii) if elected as a director, will comply with all of the corporation's corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines, and any other corporation policies and guidelines applicable to directors, as well as any applicable law, rule or regulation or listing requirement.

At the request of the corporation, the Stockholder Nominee must promptly, but in any event within five (5) business days after such request, submit to the secretary of the corporation all completed and signed questionnaires required of the corporation's directors and officers and provide the corporation with such other information as it shall reasonably request. The corporation may request such additional information as is necessary to permit the board of directors to determine if each Stockholder Nominee is independent under the listing standards of the principal U.S. exchange upon which the corporation's common stock is listed, any applicable rules of the SEC and any publicly disclosed standards used by the board of directors in determining and disclosing the independence of the corporation's directors (the "**Applicable Independence Standards**").

(g) If any information or communication provided by the Eligible Stockholder or the Stockholder Nominee to the corporation or its stockholders ceases to be true and accurate in all material respects or omits a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, then each Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly (and in any event within 48 hours of discovering such misstatement, omission or failure) notify the secretary of the corporation of any defect in such previously provided information and of the information that is required to correct any such defect; it being understood that providing any such notification shall not be deemed to cure any defect or limit the corporation's right to omit a Stockholder Nominee from the Proxy Materials as provided in this Section 16.

(h) The Eligible Stockholder (including any person who owns shares of common stock of the corporation that constitute part of the Eligible Stockholder's ownership for purposes of satisfying the requirements of this Section 16) shall file with the SEC any solicitation with the corporation's stockholders relating to the meeting at which the Stockholder Nominee will be nominated, regardless of whether any such filing is required under Regulation 14A of the 1934 Act or whether any exemption from filing is available for such solicitation or other communication under Regulation 14A of the 1934 Act.

(i) The corporation shall not be required to include, pursuant to this Section 16, any Stockholder Nominees in its Proxy Materials for any annual meeting of stockholders:

(i) for which the secretary of the corporation receives a notice that any stockholder has nominated a person for election to the board of directors pursuant to the advance notice requirements for stockholder nominees for director set forth in Article 2, Section 13 of these bylaws and for which the corporation's board of directors has not elected to have such nominee included in the corporation's Proxy Materials pursuant to this Section 16;

(ii) if the Eligible Stockholder who has nominated such Stockholder Nominee has engaged in or is currently engaged in a, or has been or is a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) under the 1934 Act in support of the election of any individual as a director at the annual meeting of stockholders other than its Stockholder Nominee(s) or a nominee of the board of directors;

(iii) who is not independent under the Applicable Independence Standards, as determined by the board of directors;

(iv) whose election as a member of the board of directors would cause the corporation to be in violation of these bylaws, its certificate of incorporation, the listing standards of the principal exchange upon which the corporation's common stock is traded, or any applicable law, rule or regulation;

(v) who is or has been, within the past three (3) years, an officer or director of, or is presently a nominee for director (or comparable position) at, a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as determined by the corporation's board of directors;

(vi) who is or has been, within the past ten (10) years, a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or convicted in such a criminal proceeding;

(vii) who is or has been, within the past ten (10) years, the subject of or a director, officer, or other principal of any entity that was the subject of a bankruptcy or insolvency proceeding;

(viii) who is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended;

(ix) if such Stockholder Nominee or the applicable Eligible Stockholder shall have provided information to the corporation in respect to such nomination that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which it was made, not misleading, as determined in good faith by the board of directors;

(x) if such Stockholder Nominee or the applicable Eligible Stockholder otherwise contravenes any of the agreements or representations made by such Stockholder Nominee or Eligible Stockholder or fails to comply with its obligations pursuant to this Section 16; or

(xi) if such Stockholder Nominee was nominated for election to the board of directors pursuant to this Section 16 at one of the corporation’s three preceding annual meetings of stockholders and failed at any such annual meeting to receive at least twenty five percent (25%) of the votes cast in favor of such Stockholder Nominee’s election.

Notwithstanding anything to the contrary set forth herein, the board of directors or the chairman of the meeting presiding at the applicable annual meeting of stockholders shall declare a nomination by an Eligible Stockholder to be invalid, and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the corporation, if (x) the Stockholder Nominee(s), the applicable Eligible Stockholder or both shall have breached its or their obligations, agreements or representations under this Section 16, as determined in good faith by the board of directors or the chairman of the meeting presiding at the annual meeting of stockholders; or (xi) the Eligible Stockholder (or a qualified representative thereof) does not appear at the annual meeting of stockholders to present any nomination pursuant to this Section 16.

(j) The maximum number of Stockholder Nominees included in the Proxy Materials with respect to an annual meeting of stockholders (the “**Permitted Number**”) shall be the greater of (i) two (2) persons and (ii) twenty percent (20%) of the number of directors in office as of the last day on which a Nomination Notice may be delivered pursuant to this Section 16 or, if such amount is not a whole number, the closest whole number (rounded down) below twenty percent (20%). In the event that (A) one or more vacancies for any reason occurs on the board of directors after the Final Nomination Date but before the date of the annual meeting of stockholders and (B) the board of directors resolves to reduce the size of the board of directors in connection therewith, then the Permitted Number shall be calculated based on the number of directors in office as so reduced. In addition, the Permitted Number shall be reduced by: (1) Stockholder Nominees who the board of directors itself decides to nominate as a nominee at such annual meeting; (2) Stockholder Nominees whose nomination is withdrawn after the corporation has received a Nomination Notice with respect to such Stockholder Nominee; and (3) the number of directors in office as of the Final Nomination Date who had been nominees nominated by a Eligible Stockholder pursuant to this Section 16, or pursuant to Article 2, Section 13 of these bylaws with respect to any of the preceding three (3)annual meetings (including any nominee who had been counted at any such annual meeting pursuant to the immediately preceding clause (2)) and whose reelection at the upcoming annual meeting is being recommended by the board of directors.

In the event that the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 16 exceeds the Permitted Number, then each Eligible Stockholder will select one (1) Stockholder Nominee for inclusion in the corporation’s Proxy Materials until the Permitted Number is reached, going in order of the amount (largest to smallest) of shares of the common stock of the corporation that each Eligible Stockholder disclosed as owned in its respective Nomination Notice. If the Permitted Number is not reached after each Eligible Stockholder has selected one Stockholder Nominee, this selection process will continue as many times as necessary, following the same order each time, until the maximum number is reached. Following such determination, if any Stockholder Nominee, who satisfies the eligibility requirements in this Section 16, (i) thereafter withdraws from the election (or his or her nomination is withdrawn by the applicable Eligible Stockholder) or (ii) thereafter is not submitted for director election for any reason (including the Eligible Stockholder's or Stockholder Nominee's failure to comply with this Section 16), no other nominee or nominees shall be included in the corporation's Proxy Materials or otherwise submitted for director election pursuant to this Section 16.

(k) The board of directors (or a duly authorized committee thereof) shall have the exclusive power and authority to interpret the provisions of this Section 16 and make all determinations deemed necessary or advisable in connection with this Section 16. All such actions, interpretations and determinations that are done or made by the board of directors (or a duly authorized committee thereof) shall be final, conclusive and binding on the corporation, the stockholders and all other parties.

For the avoidance of doubt, this Section 16 shall not prevent any stockholder from nominating any person to the board of directors pursuant to and in accordance with Article 2, Section 13 of these bylaws. However, this Section 16 is the exclusive method for stockholders to include nominees for director in the corporation's Proxy Materials.

ARTICLE 3

DIRECTORS

1. General Powers

The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

2. Number, Election and Term of Office

The authorized number of directors constituting the board of directors shall be from six (6) to eleven (11). The exact number of directors within the foregoing range shall be determined from time to time exclusively by resolution of the board of directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term expires. Directors shall only be elected by stockholders at the annual meeting of the stockholders Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

3. Removal and Resignation

Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of the shares representing a majority of the voting power of the corporation then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as whole. Any director may resign at any time upon written notice, including by electronic transmission, to the corporation.

4. Vacancies

a. If a vacancy on the board of directors has resulted from the death, resignation or removal of a director, such vacancy shall be filled only by a majority of those remaining directors then in office, though such directors may constitute less than a quorum.

b. Newly created directorships resulting from any increase in the authorized number of directors shall be filled only by a majority of the directors then in office.

c. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

5. Regular Meetings

Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

6. Special Meetings and Notice

Special meetings of the board of directors for any purpose or purposes may be called at any time by the president or any two (2) directors. Notice of the date, time and place of special meetings shall be delivered personally, by telephone, facsimile, electronic mail or other comparable communication equipment to each director or sent by first-class mail, charges prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. If the notice is delivered personally or by telephone, facsimile, telegram, electronic mail or other comparable communication equipment, it shall be delivered at least twenty-four (24) hours before the time of the holding of the meeting. Any notice given personally or by telephone, facsimile, telegram, electronic mail or other comparable communication equipment may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting.

7. Quorum, Required Vote and Adjournment

A majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise required in the certificate of incorporation or these bylaws, the vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

8. Committees

Subject to the voting requirements set forth in Article 3, the board of directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these bylaws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

9. Communications Equipment

Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

10. Waiver of Notice and Presumption of Assent

Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

11. Action by Written Consent

Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be consent thereto in writing, including by electronic transmission, and the writing or writings are filed with the minutes of proceedings of the board or committee.

ARTICLE 4

OFFICERS

1. Number

The officers of the corporation shall be appointed by the board of directors and shall consist of a president and a secretary. The corporation may also have, at the discretion of the board of directors, a chairperson of the board of directors, a vice chairperson of the board of directors, a chief executive officer, a chief financial officer, a treasurer, one or more vice presidents, one or more assistant vice presidents, one or more assistant treasurers, one or more assistant secretaries, and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

2. Appointment of officers

The board of directors shall appoint the officers of the corporation, except such officers as may be appointed in accordance with the provisions of Article 4, Section 3 of these bylaws, subject to the rights, if any, of an officer under any contract of employment.

3. Other Officers, Assistant Officers and Agents

The board of directors may appoint, or empower the chief executive officer or, in the absence of a chief executive officer, the president, to appoint, such other officers and agents as the business of the corporation may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine.

4. Removal and Resignation

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the board of directors at any regular or special meeting of the board of directors or, except in the case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5. Vacancies

Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors or in accordance with Article 4, Section 3 of these bylaws.

6. Authority and Duties of Officers

All officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the corporation as may be designated from time to time by the board of directors or the stockholders and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the board of directors.

ARTICLE 5

INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

1. Nature of Indemnity

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise at any time during which this bylaw is in effect (whether or not such person continues to serve in such capacity at the time any indemnification or payment of expenses pursuant hereto is sought or at the time any proceeding relating thereto exists or is brought), shall be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding) and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Article 5, Section 2 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article 5 shall be a contract right, shall vest at the time of such person's service to or at the request of the corporation and, subject to Article 5, Sections 2 and 5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

2. Procedure for Indemnification of Directors and Officers

Any indemnification of a director or officer of the corporation under Section 1 of this Article 5 or advance of expenses under Section 5 of this Article 5 shall be made promptly, and in any event within (x) thirty (30) days, in the case of a request for advancement, and sixty (60) days, in the case of a request for indemnification, following the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification or advancement is not made within the times periods described above, or if the corporation denies a written request for indemnification or advancing of expenses, in whole or in part, the right to indemnification or advances as granted by this Article 5 shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

3. Article Not Exclusive

The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 5 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

4. Insurance

The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article 5.

5. Expenses

Expenses incurred by any person described in Section 1 of this Article 5 in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

6. Employees and Agents

Persons who are not covered by the foregoing provisions of this Article 5 and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the board of directors.

7. Contract Rights

The provisions of this Article 5 shall be deemed to be a contract right between the corporation and each director or officer who serves in any such capacity at any time while this Article 5 and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect. Any amendment, modification, alteration or repeal of this Article 5 that in any way diminishes, limits, restricts, adversely affects or eliminates any right of an indemnitee or his or her successors to indemnification, advancement of expenses or otherwise shall be prospective only and shall not in any way diminish, limit, restrict, adversely affect or eliminate any such right with respect to any actual or alleged state of facts, occurrence, action or omission then or previously existing, or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such actual or alleged state of facts, occurrence, action or omission.

8. Merger or Consolidation

For purposes of this Article 5, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article 5 with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE 6

CERTIFICATES OF STOCK

1. Form

The shares of the corporation shall be represented by certificates, provided that the board of directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Every holder of stock in the corporation represented by certificates shall be entitled to have a certificate, signed by, or in the name of the corporation by, the chairperson of the board of directors or vice-chairperson of the board of directors, or the president or a vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

The name of the person to whom shares of the corporation are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, and if such stock is certificated, upon surrender to the corporation of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

2. Lost Certificate

Except as provided in this Article 6, Section 2, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation and cancelled at the same time. The corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the corporation may, as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

3. Fixing a Record Date for Stockholder Meetings

In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjournment meeting.

4. <u>Fixing a Record Date for Other Purposes</u>

In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

5. <u>Registered Stockholders</u>

Prior to the surrender to the corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner.

ARTICLE 7

GENERAL PROVISIONS

1. <u>Dividends</u>

Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to applicable law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

2. <u>Checks, Drafts or Orders</u>

All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

3. <u>Contracts</u>

The board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

4. <u>Loans</u>

The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation, except to the extent prohibited by applicable law. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute. No loans shall be made or contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the board of directors. Such authority may be general or confined to specific instances.

5. Fiscal Year

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

6. Voting Securities Owned By Corporation

Voting securities in any other corporation held by the corporation shall be voted by the president or the secretary, unless the board of directors specifically confers authority to vote with respect there to, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

7. Inspection of Books and Records

Any stockholder (as defined in Section 220 of the General Corporation Law of the State of Delaware), in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

8. Section Headings

Section headings in these bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

9. Inconsistent Provisions

In the event that any provision of these bylaws is or becomes inconsistent with any provision of the certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE 8

AMENDMENTS

Except as set forth in the next sentence, these bylaws may be amended, altered, or repealed and new bylaws adopted at any meeting of the board of directors or by the stockholders at a meeting at which such matter is properly brought before them for a vote by the vote of a majority of the voting power of all shares entitled to vote thereon. The fact that the power to adopt, amend, alter, or repeal the bylaws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

ARTICLE 9

EXCLUSIVE FORUM

Unless the corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery lacks jurisdiction, the federal district court for the District of Delaware unless said court lacks subject matter jurisdiction in which case the Superior Court of the State of Delaware) shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the corporation to the corporation or the corporation's stockholders, (c) any action asserting a claim arising under any provision of the General Corporation Law of the State of Delaware, the certificate of incorporation or these bylaws or (d) any action asserting a claim governed by the internal affairs doctrine. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, then such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. Additionally, unless the corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a claim or cause of action arising under the Securities Act of 1933, as amended. Any person or entity purchasing or otherwise acquiring any interest in any security of the corporation shall be deemed to have notice of and consented to this bylaw.

DESCRIPTION OF THE CAPITAL STOCK OF PLANTRONICS, INC.

The following description of the material provisions of the capital stock and other material terms of the 2009 Restated Certificate of Incorporation dated January 20, 2009 (the “Certificate of Incorporation”) of Plantronics, Inc. (the “Company”), the Company’s Amended and Restated Bylaws, effective as of April 9 (the “Bylaws”), the Stockholder Agreement (the “Stockholder Agreement”), dated July 2, 2018, between the Company and Triangle Private Holdings II, LLC (“Triangle”), as amended effective February 10, 2020 (the “Stockholder Agreement), and certain provisions of Delaware law, are summaries only. These summaries do not purport to be complete and are qualified in their entirety by reference to the Company’s Certificate of Incorporation, Bylaws, the Stockholder Agreement, each of which are filed as exhibits to this Annual Report on Form 10-K, and by the provisions of applicable law.

Authorized Capital

The Company’s authorized capital stock consists of 100,000,000 shares of common stock, $.01 par value per share (“Common Stock”), 100,000 shares of Series A Participating Preferred Stock, $.01 par value per share (“Series A Preferred Stock”), and 900,000 shares of Undesignated Preferred Stock, $.01 par value per share (“Undesignated Preferred Stock”).

Common Stock

Voting. Except as otherwise required by Delaware law, or as specifically set forth in the provisions of the Company’s Certificate of Incorporation or Bylaws, at every annual or special meeting of stockholders, every holder of Common Stock is entitled to one vote per share. When a quorum is present, the affirmative vote of the holders of the shares representing a majority of the voting power at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the Company’s Certificate of Incorporation or Bylaws a different vote is required, in which case such express provision shall govern and control.

Board of Directors. At any meeting for the election of directors at which a quorum is present, each director is elected by the vote of the majority of the votes cast with respect to the nominee, provided that, the directors are elected by the vote of a plurality of the votes cast on the election of directors at any meeting for which the Company Secretary receives a notice of a stockholder’s intention to nominate a person or persons for election to the board of directors (“Board”) in compliance with the advance notice provisions of our Bylaws. There is no cumulative voting in the election of directors. The number of directors serving on the Company’s Board may be changed by a resolution adopted by the affirmative vote of a majority of the directors then in office, provided that, pursuant to the Company’s Bylaws, the number of directors shall be no less than six and no more than 11.

Dividends Rights. Subject to the rights of holders of any then outstanding shares of the Company’s preferred stock (discussed below), if any, holders of Common Stock are entitled to receive ratably any dividends that may be declared by the Board out of funds legally available therefor.

Liquidation Rights. In the event of the Company’s liquidation, dissolution or winding up, holders of Common Stock are entitled to share ratably in all assets available for distribution to stockholders after the payment of or provision for all of the Company’s debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of preferred stock.

Other Rights. Except as provided in the Stockholder Agreement, holders of Common Stock do not have preemption, conversion or redemption rights. The rights, preferences and privileges of holders of Common Stock will be subject to those of the holders of any shares of the Company’s preferred stock the Company may issue in the future.

Listing. The Common Stock is listed on the NYSE under the ticker symbol "PLT."

Transfer Agent and Registrar. The transfer agent and registrar for our common stock is Computershare, Inc.

Preferred Stock

There currently are no shares of preferred stock outstanding, and the Company has no present plans to issue any shares of preferred stock. However, under the terms of the Company's Certificate of Incorporation, the Board has the authority, without further action by the Company's stockholders, to issue the following classes of Preferred Stock:

Undesignated Preferred Stock. The Board may issue not more than an aggregate of 900,000 shares of Undesignated Preferred Stock in one or more series, without stockholder approval, and to establish, from time to time, the number of shares to be included in each series of preferred stock, to fix the designation, powers, preferences, and rights of the shares of each series of preferred stock, and to specify any qualifications, limitations or restrictions.

Series A Preferred Stock. The Board is authorized to issue 100,000 shares of Series A Preferred Stock without stockholder approval. The Series A Preferred Stock has the rights and privileges set forth below subject to any limitations on the Board under applicable law, the Certificate of Incorporation or the Bylaws, to amend or establish, from time to time, other designations, powers, preferences, and rights of the shares of the Series A Preferred Stock, and any of its qualifications, limitations or restrictions.

Dividends. Subject to the rights of holders of any then outstanding shares of the Company's preferred stock holding prior or superior rights, holders of Series A Preferred Stock are entitled to receive quarterly dividends declared by the Board out of funds legally available at a per share rate 1,000 times that of the holders of Common Stock. Moreover, whenever any dividends or other distributions are in arrears to the Series A Preferred Stock, the Company will not:

(i) Declare or pay dividends on, make any distributions, or redeem or purchase or otherwise acquire on any shares of stock ranking junior to the Series A Preferred Stock;

(ii) Declare or pay dividends on or make any distributions on any shares of stock ranking on parity with the Series A Preferred Stock, except dividends paid ratably in proportion to the total amounts to which the holders of all such shares are entitled;

(iii) Redeem, purchase or otherwise acquire for consideration shares of any stock ranking on parity with the Series A Preferred Stock;

(iv) Purchase or otherwise acquire for consideration any shares of Series A Preferred Stock or any shares on parity with Series A Preferred Stock, except pursuant to a purchase offer made in writing to all holders of Series A Preferred Stock on terms the Board has determined in good faith will result in fair and equitable treatment of the respective series or classes of stock.

Voting Rights. Except as otherwise required by Delaware law, or as specifically set forth in the provisions of the Company's Certificate of Incorporation or Bylaws, at every annual or special meeting of stockholders, every holder of Series A Preferred Stock is entitled to 1,000 votes per share and shall vote together as one class with all holders of Common Stock on all matters submitted to the vote of the stockholders of the Company.

Liquidation Rights. In the event of the Company's liquidation, dissolution or winding up, holders of Series A Preferred Stock are entitled to receive a per share amount 1,000 times the aggregate amount to be distributed per share to holders of Common Stock, plus an amount equal to any accrued and unpaid dividends.

Consolidation and Merger. In the event of a consolidation, merger, combination or other similar transaction in which the shares of Common Stock are exchanged for cash, equity or any other property, the holders of Series A Preferred Stock shall be exchanged at a rate 1,000 times the per share rate of Common Stock.

Redemption. Holders of Series A Preferred Stock do not have any redemption rights.

Other Rights. Holders of Series A Preferred Stock shall rank junior to other shares of preferred stock as to dividends and asset distribution unless the series of preferred shares sets forth otherwise. Additionally, the Company's Certificate of Incorporation may not be amended in any manner that would materially adversely alter or change the powers, preference or special rights of the Series A Preferred Stock without the affirmative vote of a majority of the outstanding shares of Series A Preferred Stock voting separately as a series.

The purpose of authorizing the Board to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could make it more difficult for a third party to acquire control of the Company, or could adversely affect the rights of the Company's common stockholders.

Stockholder Agreement

In connection with the acquisition of Polycom, Inc. from Triangle, the Company entered into the Stockholder Agreement. The Stockholder Agreement provides for certain rights and obligations relative to Triangle's ownership of Common Stock.

Board Representation. Pursuant to the Stockholder Agreement, the Company agreed to appoint two representatives of Triangle to the Board at the closing of the acquisition of Polycom, Inc. The Company has further agreed to continue to nominate, and use commercially reasonable efforts to cause to be elected (or appointed, as applicable), representatives selected by Triangle to serve on the Board based on Triangle's percentage ownership of Common Stock (as calculated pursuant to the Stockholder Agreement) and the overall size of the Board (assuming that there are 11 or fewer directors), with the number of such representatives being determined in accordance with the following table:

Ten (10) Company Directors		Eleven (11) Company Directors	
Triangle Percentage Ownership	**Triangle Directors**	**Triangle Percentage Ownership**	**Triangle Directors**
14% or greater	2	13% or greater	2
9% to 14%	1	8% to 13%	1
Less than 9%	0	Less than 8%	0

Pursuant to the Stockholder Agreement, one or more of the Triangle directors will be required to resign from the Board upon a change in Triangle's percentage ownership of Common Stock (as calculated pursuant to the Stockholder Agreement) that causes the number of Triangle directors serving on the Board to exceed the number the Company would be required to nominate in accordance with the table above.

Standstill Restrictions. The Stockholder Agreement contains a standstill covenant, which prohibits Triangle and its affiliates from taking certain actions until the third anniversary of the date of the Stockholder Agreement (July 2, 2021) and for such period thereafter as a Triangle selected director serves on the Board (the "Standstill Period"). This covenant has the effect of limiting Triangle's ability to, among other things, acquire additional shares of Common Stock, participate in solicitations of proxies, "proxy access" proposals or proxy contests, participate in tender offers, act in concert with others to accomplish the foregoing or otherwise seek to acquire control of the Company and Board.

The Stockholder Agreement provides that, under limited circumstances, Triangle may participate in a tender offer or exchange offer of Common Stock or any acquisition proposal involving the Company or its subsidiaries and not recommended by the Board, provided that prior to such participation, all then-serving directors selected by Triangle must resign and the Company will have no further obligation to nominate representatives of Triangle to the Board.

Transfer Restrictions. Pursuant to the Stockholder Agreement, and except as otherwise provided therein, Triangle cannot, without the Company's prior written consent, directly or indirectly transfer (as defined in the Stockholder Agreement) all or any part of its Common Stock or any right or economic interest pertaining thereto, including the right to vote or consent on any matter or to receive or have any economic interest in distributions or advances from the Company pursuant thereto (the "Lock-up Restriction"); *provided*, *however*, that the Lock-up Restriction shall not apply with respect to certain transfers to any affiliate of Triangle that is not a portfolio company of Triangle in accordance with the Stockholder Agreement.

As further set forth in the Stockholder Agreement, the Lock-Up Restriction shall be phased out as follows: (i) on and after July 2, 2019 until January 2, 2020, Triangle may transfer up to one-third of the total number of shares of Common Stock subject to the Lock-Up Restriction; (ii) on and after January 2, 2020 until July 2, 2020, Triangle may transfer up two-thirds of the total number of shares of Common Stock subject to the Lock-Up Restriction; and (iii) on and after July 2, 2020, the Lock-Up Restriction shall no longer apply.

In addition, subject to limited exceptions, Triangle is generally prohibited from transferring its shares of Common Stock to any person or group of persons who, based on the reasonable inquiry of Triangle, is or would be, as a result of the proposed transfer or a series of transactions involving Common Stock, required under Section 13(d) of the Exchange Act to file a Schedule 13D with the SEC upon such person or group of persons acquiring an ownership stake (whether direct or beneficial) in the Company that equals or exceeds 5% of the then-outstanding shares of Common Stock.

Preemptive Rights. For so long as Triangle's percentage ownership interest in the Company (as calculated pursuant to the Stockholder Agreement) is equal to five percent (5%) or greater, the Company has granted Triangle the right to purchase shares of Common Stock in certain transactions where the Company issues new shares of Common Stock (or securities convertible into Common Stock) at a price lower than Triangle's basis in the shares issued at the closing of the acquisition of Polycom, Inc. ($56.961). The selling stockholder may exercise this pre-emptive right to purchase up to its proportionate share of the common stock being issued in a qualifying transaction.

Registration Rights. Pursuant to the Stockholder Agreement, the Company has granted Triangle customary registration rights where the Company has agreed to file and maintain a registration statement for sales of the Common Stock issued to Triangle in connection with the acquisition of Polycom. In addition, Triangle has the right (subject to certain limitations, including the transfer restrictions described above) to participate in, or "piggyback" on, certain public equity offerings the Company seeks to effect.

Anti-Takeover Effects of Certain Provisions of Delaware Law, the Certificate of Incorporation and the Bylaws

The Company's Certificate of Incorporation and Bylaws contain provisions that are intended to enhance the likelihood of continuity and stability in the composition of the Board and that could make it more difficult to acquire control of the Company by means of a tender offer, open market purchases, a proxy contest or otherwise. The Company expects that these provisions, which are summarized below, will discourage coercive takeover practices or inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of the Company to first negotiate with the Board, which the Company believes may result in an improvement of the terms of any such acquisition in favor of the Company's stockholders. However, they also give the Board the power to discourage acquisitions that some stockholders may favor. A description of these provisions is set forth below.

No Cumulative Voting. Under Delaware law, the right to vote cumulatively does not exist unless the Certificate of Incorporation specifically authorizes cumulative voting. The Company's Certificate of Incorporation does not grant stockholders the right to vote cumulatively; therefore stockholders holding a majority of the shares of common stock outstanding will be able to elect all of the Company's directors.

Stockholder Action by Written Consent and Special Meetings of Stockholders. The Company's Certificate of Incorporation and Bylaws provides that all stockholder action must be affected at a duly called meeting of stockholders and not by written consent, and that only the Board or chief executive officer may call a special meeting of stockholders.

Requirements for Advance Notification of Stockholder Meetings, Nominations and Proposals. The Company's Bylaws include an advance notice procedure for stockholder proposals to be brought before an annual meeting of stockholders, including proposed nominations of candidates for election to the Board. Stockholders at an annual meeting will only be able to consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of the Board, or by a stockholder of record on the record date for the meeting, who is entitled to vote at the meeting and who has delivered timely written notice in proper form to the Company's secretary of the stockholder's intention to bring such business before the meeting. These provisions could have the effect of delaying stockholder actions until the next stockholder meeting that are favored by the holders of a majority of the Company's outstanding voting securities or may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect its own slate of directors or otherwise attempt to obtain control of the Company.

Super-Majority Voting. The Certificate of Incorporation requires a 66-2/3% stockholder vote for the amendment, repeal or modification of certain provisions of the Company's Certificate of Incorporation and Bylaws relating to the size, nomination, election and appointment of members to Board, the requirement that stockholder actions be effected at a duly called meeting and the designated parties entitled to call a special meeting of the stockholders. In addition, the authorization of blank check preferred stock makes it possible for the Board to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of the Company.

Delaware Takeover Statute

We are subject to the provisions of Section 203 of the General Corporation Law of the State of Delaware. Subject to certain exceptions, Section 203 of the Delaware General Corporation Law prohibits a Delaware corporation from engaging in any "business combination" with any "interested stockholder" for a period of three years after the date of the transaction in which the person or entity became an interested stockholder. A "business combination" includes certain mergers, asset sales or other transactions resulting in a financial benefit to the interested stockholder. Subject to various exceptions, an "interested stockholder" is a person who, together with his or her affiliates and associates, owns, or within the past three years has owned, 15% or more of our outstanding voting stock. This provision could discourage mergers or other takeover or change in control attempts, including attempts that might result in the payment of a premium over the market price for shares of our common stock.

Limitation of Directors' Liability and Indemnification

The Company’s Certificate of Incorporation limits the liability of directors to the fullest extent permitted by Delaware law. The effect of these provisions is to eliminate the rights of the Company and its stockholders, through stockholders’ derivative suits on behalf of the Company, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior. However, exculpation does not apply to any director if the director has acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends or redemptions or derived an improper benefit from his or her actions as a director.

In addition, the Certificate of Incorporation and Bylaws provide that the Company will indemnify the Company’s directors and officers to the fullest extent permitted by Delaware law. The Company also expects to continue to maintain directors’ and officers’ liability insurance. The Company believes that these indemnification provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability and indemnification provisions in the Certificate of Incorporation and Bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit the Company and its stockholders.

In addition to the indemnification required in the Certificate of Incorporation and Bylaws, the Company enters into indemnification agreements with each of its directors and executive officers. These agreements provide for the indemnification of the Company’s directors and executive officers for all reasonable expenses and liabilities incurred in connection with any action or proceeding brought against them by reason of the fact that they are or were the Company’s agents. The Company believes that these bylaw provisions and indemnification agreements, as well as its maintaining directors’ and officers’ liability insurance, help to attract and retain qualified persons as directors and officers.

345 Encinal Street

Santa Cruz, CA 95060

March 9, 2020

Joe Burton
[redacted]

Re: Severance Agreement and Release

Dear Joe:

In connection with the mutual decision to terminate your role as the President and Chief Executive Officer and member of the board of directors of Plantronics, Inc. and all board memberships of its subsidiaries, and to transition your duties and responsibilities to another executive as the interim Chief Executive Officer shall designate, this letter agreement ("Letter Agreement") confirms that your employment with Plantronics, Inc. and its affiliates (also branded as "Poly") (collectively, the "Company") is being terminated based on our mutual agreement in accordance with the terms and conditions discussed below. We hope that the information contained in this Letter Agreement will help you to transition to other opportunities.

This Letter Agreement summarizes the terms of your separation from the Company and release between you and the Company. The purpose of this Letter Agreement is to establish an amicable arrangement for ending your employment relationship, for you to release the Company of any claims and to resolve any disputes you may have with the Company regarding your employment or separation from that employment, and to permit you to receive severance pay and related benefits to the extent specified below. With these understandings, and in exchange for the promises of you and the Company as set forth below, you and the Company agree as follows:

Terms Related To Employment Separation

1. **Employment Status:** You stepped down from your role as President and Chief Executive Officer on February 7, 2020 (the "Transition Date"). From the Transition Date through the Separation Date as defined below (the "Transition Period"), you will continue to be employed pursuant to the current terms of your employment, as amended by this letter.

a. Your employment will end on May 15, 2020, or earlier as provided in the remainder of this paragraph (the date of your actual termination of employment, the "Separation Date"). You are free to terminate your employment at any time during the Transition Period for any reason or for no reason. Similarly, the Company is free to terminate your employment at any time during the Transition Period, for any reason or for no reason. If the Company terminates your employment under this Letter Agreement for any reason other than (i) you refuse to perform or otherwise cooperate with the Company in the performance of your continued duties, or (ii) your material breach of this Letter Agreement or any of the other agreements referenced in this Letter Agreement under which you have continuing obligations to the Company, then the Company you will receive all of the benefits set forth in this Letter Agreement. During the Transition Period, you will be permitted to pursue other employment opportunities provided doing so does not interfere with your duties and responsibilities under this Letter Agreement and does not create a conflict of interest with the Company.

b. During the Transition Period you will remain employed by the Company as a Strategic Advisor engaging in activities relating to the transition of your former duties as President and Chief Executive Officer to your successor, as well as providing services relating to matters that you and the Company mutually agree on, reporting to the Interim Chief Executive Officer or his successor. Following the Separation Date and during the period in which you are receiving severance benefits pursuant to Section 8, you agree to provide such assistance as the Company reasonably requests relating to the GN Netcom antitrust litigation.

c. **Compensation and Benefits During the Transition Period**

i. During the Transition Period, the Company will pay you as compensation for your services a base salary at the annualized rate of $800,000 (the "Continuing Base Salary"). The Continuing Base Salary will be paid in accordance with the Company's normal payroll practices and be subject to the usual, required withholding.

ii. During the Transition Period, you will not be eligible to participate in any bonus plan or program sponsored by the Company and it is the Company's expectation that you will not be granted any new equity awards during the Transition Period.

iii. During the Transition Period, you will continue to be entitled to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other executive officers of the Company, except with respect to participation in the bonus arrangement and equity program referenced in Section 1(c)(ii) above, subject to the satisfaction of any eligibility requirements. During the Transition Period, you will continue to be subject to the Company's Exempt Time Off program as then in effect and will not accrue vacation pursuant to the terms of that program. The Company reserves the right to cancel or change any benefit plans and programs its offers to its officers or employees at any time.

iv. You and the Company acknowledge that your "service" for all purposes under the Equity Agreements will continue during the Transition Period.

v. The Company will reimburse you for reasonable legal fees associated with the review of this Letter Agreement up to a maximum amount of $10,000.

d. Your employment will end on the Separation Date. On the Separation Date you will be paid all of your wages earned and business expenses due in accordance with the Company's expense reimbursement policy, but unpaid, through the Separation Date.

2. **Reaffirmation of Prior Agreements**: You reaffirm your commitment under any prior agreements you signed with the Company, including the Employee Patent, Secrecy and Invention Agreement ("EPSIA")/Employee Confidential Information and Invention Assignment Agreement ("ECIIAA"), and any successor thereto (all prior agreements you entered into with the Company, including the Equity Agreements as defined below, are collectively referred to here as the "Company Agreements"). As part of this Letter Agreement, you will comply fully with the terms of the Company Agreements. You also confirm that you have not violated any Company Agreements.

3. **Board, Officer, and/or Director Positions**: You acknowledge that you resigned from all Officer positions as of February 7, 2020, and you agree that you will resign as of the date of this Letter Agreement from all Company boards or Director positions, and pursuant to such resignation and this Letter Agreement confirms that your authority and responsibility for any Company "policymaking function" (as that term is used in Rule 16a-1 to the Rules and Regulations to the Securities Exchange Act of 1934) immediately ceased or ceases upon your resignation from these positions. In addition, any indemnification rights related to time served in all Company positions will remain for the time served in those positions prior to the date of this Letter Agreement including any such indemnification you may be entitled to receive as a beneficiary of any insurance maintained by the Company pursuant to the Company's directors and officers liability insurance policies.

4. **Company Property**: You agree that on your Separation Date, you will return to the Company all Company property and materials, including but not limited to (if applicable), computers, laptops, fax machines, scanners, copiers, Company credit cards and telephone charge cards, manuals, building keys and passes, courtesy parking passes, USB or other removable drives, hard drives, software programs and data compiled with the use of those programs, software passwords or codes, tangible copies of trade secrets and confidential information, sales forecasts, names and addresses of Company customers and potential customers, customer lists, customer contacts, sales information, sales forecasts, memoranda, sales brochures, business or marketing plans, reports, projections, and any and all other information or property previously or currently held or used by you that is or was related to your employment with the Company

("Company Property"). Other than your Company-provided cell phone, which you will be permitted to retain after the Company has been able to wipe it clean of any Company information, you agree that in the event that you discover any other Company Property in your possession after the Separation Date, you will immediately return such materials to the Company.

5. **Proprietary Information**: You also acknowledge that in your role with the Company, you may have had access to and received information which is confidential and proprietary to the Company ("Proprietary Information"). You agree to keep all such Proprietary Information strictly confidential, and not to share this information with subsequent employers, competitors or any other person. You agree the Company has no adequate remedy at law if you violate the terms of this confidentiality provision. In such event, the Company will have the right, in addition to any other right it may have, to seek injunctive relief to restrain any breach or threatened breach by you. In the event its determined by a court of law or through arbitration that you have breached your obligations to keep Proprietary Information confidential, you agree to defend, indemnify and hold the Company harmless from and against all claims, actions, damages, losses and liabilities, including reasonable attorneys' fees and expenses, arising out of any breach of your obligations under this provision. Nothing in this Letter Agreement is intended to discourage or restrict you from reporting any theft of Trade Secrets pursuant to the Defend Trade Secrets Act of 2016 ("DTSA") or other applicable state or federal law. The DTSA prohibits retaliation against an employee because of whistleblower activity in connection with the disclosure of Trade Secrets, so long as any such disclosure is made either (i) in confidence to an attorney or a federal, state, or local government official and solely to report or investigate a suspected violation of the law, or (ii) under seal in a complaint or other document filed in a lawsuit or other proceeding. If you believe that any employee or any third party has misappropriated or improperly used or disclosed Trade Secrets or Confidential Information, you should report such activity to EVP, Chief Human Resources Officer, 345 Encinal St., Santa Cruz, CA 95060. This Letter Agreement is in addition to and not in lieu of any obligations to protect the Company's Proprietary Information pursuant to the Employee Handbook or other written policies of the Company. Nothing in this Letter Agreement shall limit, curtail or diminish the Company's statutory rights under the DTSA, any applicable state law regarding trade secrets or common law.

6. **Final Pay**: On the Separation Date, you will receive your final base pay (subject to applicable tax withholdings and other deductions) attributable to services performed but not yet paid through the Separation Date. You agree that you will submit to the Company all final requests for reimbursement of any business expenses you were required to incur in performing your job for the Company prior to your Separation Date in accordance with applicable Company policy. You understand and agree that all such reimbursements will be subject to the terms and conditions of the Company's then current Travel and Expense Reimbursement policy and other applicable policies and procedures.

7. **Benefits & Benefit Plan Participation**: All employee benefits and participation in the Company's benefits and group benefit plans will end on the Separation Date, except that your medical insurance benefits will continue through the end of the month in which you suffer a loss of coverage, if permitted under the terms of the applicable health plan. Thereafter, you will have the right to continue participating in the Company's group health plans under the federal law known as "COBRA," *provided that* you timely elect COBRA continuation coverage and timely pay the full COBRA premium due following the period of time set forth in Section 8(d) below that the Company ceases payment of such premium. A notice of your rights under COBRA, COBRA premium information and COBRA election form(s) will be sent to your home address on file with the Company.

a. **Equity**: Your stock options, restricted stock, restricted stock units, performance stock units and any underlying shares of Plantronics, Inc. stock remain subject to the terms and conditions of the applicable agreement(s) signed by you and the terms and conditions of the Company's 2003 Stock Plan (the "Equity Agreements"). The Company acknowledges that your "service" for all purposes under the Equity Agreements will continue uninterrupted until your Separation Date. Please see the Stock Closing Statement contained in your exit packet for a report regarding the status of your equity awards.

b. **Stock Trading**: You may continue to sell vested shares acquired through equity awards or the ESPP through your E*Trade account at www.etrade.com/stockplans. If you need phone assistance with your transaction, you may reach E*Trade at (800) 838-0908 or (650) 599-0125. You will be required to obtain pre-clearance for three (3) months after your Separation Date. You may sell vested shares during open window periods as long as you are not in possession of material non-public information during the open window periods. You may not sell during our closed windows during this three (3) month time period. After the three (3) months expires, you may sell during any open or closed window period as long as you are not in possession of material non-public information.

Terms Related To Severance Benefits and Release Agreement

8. **Severance Benefits**: If you remain employed through the Separation Date, and in exchange for, and in consideration of, your full execution and return of this Letter Agreement within twenty-one (21) days from the date of this Letter Agreement, and provided that you do not revoke this Letter Agreement under Section 11 below, the Company will pay or provide as follows (the "Severance Benefits"):

a. **Severance Pay**: The Company will pay you continuing payments (subject to the usual, required withholding) of your annual base salary as in effect immediately prior to the Transition Date for a period of twenty-four (24) months following the Separation Date, with such installments commencing on the sixtieth (60th) day following the Separation Date with any installment payments that would have been made to you during the sixty (60) day period immediately following the Separation Date but for this sentence paid to you on the sixtieth (60th) day following the Separation Date and the remaining payments paid in accordance with the Company's normal payroll practices.

b. **Bonus**: The Company will pay you a lump-sum cash payment equal to $1,000,000, which is the amount of your annual target incentive bonus for the year of the Separation Date, payable on the first regular payroll date following sixty (60) days after the Separation Date.

c. **Equity**. Your equity awards that are represented by the Equity Agreements that are outstanding as of the Separation Date will vest in full as to 50% of the unvested portion of the award (at the target level for any such awards that have performance goals).

d. **COBRA**: Within ten (10) business days following the Separation Date, you will receive a lump sum cash payment in an amount equal to the monthly Consolidated Omnibus Budget Reconciliation Act ("COBRA") of $18,000, which is the premium that you would be required to pay to continue your group health coverage as in effect on the Separation Date for you and your eligible dependents, multiplied by eighteen (18), which payment will be made less applicable withholdings and regardless of whether you elect COBRA continuation coverage. Beginning on the eighteen (18) month anniversary of the Separation Date, the Company will pay or reimburse the full premium amounts for you and your eligible dependents for health coverage comparable to the coverage you and your eligible dependents received under the Company's group health plan as of the Separation Date for an additional forty-two (42) months or until such earlier date on which you become eligible for health coverage from another employer, up to a maximum amount of $50,000.

e. **Outplacement**: The Company agrees to provide you standard outplacement services in a manner as determined by the Company for a twenty-four (24)-month period following the Separation Date. This benefit must be initiated by you within three (3) months of the Separation Date. No cash payment will be made in lieu of such services.

Each of the Severance Benefits described above are, in all cases, subject to the terms and conditions of this Letter Agreement and subject to (i) any required tax withholdings, (ii) any garnishment, support or withholding orders required by law, and (iii) any debt obligation you owe to the Company as of the Separation Date. Subject to the release becoming effective, the amount of the cash Severance Benefits as set forth above will be paid to you as described above. To the extent that any Severance Benefit or any other reimbursement or in-kind benefit under this Letter Agreement or under any other reimbursement or in-kind benefit plan or arrangement in which you participate provides for a "deferral of compensation" within the meaning of Section 409A (as defined below) and otherwise are not exempt from and do not otherwise comply with Section 409A, they will be made in accordance with Section 409A, including, but not limited to, the following provisions: (i) the amount eligible for reimbursement or in-kind benefit in one calendar year may not affect the amount eligible for reimbursement or in-kind benefit in any other calendar year; (ii) the right to the applicable reimbursement or in-kind benefit is not subject to liquidation or exchange for another benefit or payment; (iii) to the extent there is any reimbursement of an expense, subject to any shorter time periods provided in this Letter Agreement or in the applicable reimbursement arrangement, any such reimbursement of an expense or in-kind benefit must be made on or before the last day of your taxable year following your taxable year in which the expense was incurred; and (iv) except as specifically provided herein or in the applicable reimbursement arrangement, in-kind benefits will be provided, and reimbursements will be made for expenses incurred, only during your lifetime. The prior sentence assumes that the calendar year is your taxable year; if not, reference to "calendar year" in the prior sentence will relate to your taxable year.

9. **Release**: In exchange for the Severance Benefits and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree as follows:

a. You and your representatives, agents, estate, heirs, successors and assigns, absolutely and unconditionally hereby release, remise, discharge, and hold harmless the Company Releasees ("Company Releasees" defined to include the Company and/or any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its and their respective current and/or former partners, directors, shareholders/stockholders, officers, employees, employee benefit plans, insurers, attorneys and/or agents, all both individually and in their official capacities), from any and all legally waivable actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, which arise out of your employment with, change in employment status with, and/or separation of employment from, the Company. This release is intended by you to be all-encompassing and to act as a full and total release of any legally waivable claims, whether specifically enumerated herein or not, that you may have or have had against the Company Releasees arising from conduct occurring up to and through the date you signed this Letter Agreement, including, but not limited to, any legally waivable claims arising from any federal, state or local law, regulation or constitution dealing with either employment, employment benefits or employment discrimination including any claims or causes of action you have or may have relating to discrimination under federal, state or local statutes including, but not limited to, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the Fair Labor Standards Act, the California Labor Code, all as amended from time to time, any contract, whether oral or written, express or implied; any tort; any claim for equity or other benefits; or any other statutory and/or common law claim.

b. You acknowledge that your execution of this Letter Agreement shall be effective as a bar to each and every claim specified in Section 9(a) of this Letter Agreement. Accordingly, you hereby expressly waive any and all rights and benefits conferred upon you by the provisions of Section 1542 of the California Civil Code (or analogous statute(s) from any other state) and expressly consent that this Letter Agreement shall be given full force and effect with respect to each and all of its express terms and provisions, including those related to unknown and/or unsuspected claims, if any, as well as those relating to any other claims specified in Section 9(a) of this Letter Agreement. Section 1542 provides as follows:

> **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."**

You further represent that you understand and acknowledge the significance and consequence of such release as well as the specific waiver of Section 1542.

c. The release in this Section of this Letter Agreement does not include any claim which, as a matter of law, cannot be released by private agreement, or relates to indemnification protection under the Company's Articles of Incorporation or Bylaws, pursuant to contract or applicable law. Further, as described in the following Section, this release does not prevent or prohibit you from filing a claim with a federal, state or local government agency that is responsible for enforcing a law on behalf of the government.

10. **Government Agency Claims**: Nothing in this Letter Agreement, including the release or the Nondisparagement or Confidentiality provisions below restricts or prohibits you from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities

and Exchange Commission, the Congress, the California Department of Fair Employment and Housing, or any other federal, state or local government agency (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Company or any others covered by the release resulting from such claims or conduct, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief the Company will be entitled to an offset for the payments made pursuant to this Letter Agreement. This Letter Agreement does not limit your right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. You do not need the prior authorization of the Company to engage in conduct protected by this paragraph, and you do not need to notify the Company that you have engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. Sections 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

11. **Waiver of Rights and Claims Under the Age Discrimination in Employment Act of 1967**:

As required by federal law, you are being informed that you have or may have specific rights under the Age Discrimination in Employment Act of 1967 ("ADEA") and you agree that:

a. in consideration for the Severance Benefits, which you are not otherwise entitled to receive, you specifically and voluntarily waive all rights and claims under the ADEA you might have against the Company Releasees to the extent such rights and/or claims arose prior to the date this Letter Agreement was executed;

b. you are advised that you have twenty-one (21) days within which to consider the terms of this Letter Agreement and to consult with or seek advice from an attorney of your choice or any other person of your choosing prior to executing this Letter Agreement. The twenty-one (21)-day review period will not be affected or extended by any revisions, whether material or immaterial, that might be made to this Letter Agreement;

c. you have carefully read and fully understand all of the provisions of this Letter Agreement, and you knowingly and voluntarily agree to all of the terms set forth in this Letter Agreement;

d. you have seven (7) days after you sign this Letter Agreement to revoke your acceptance of it ("Revocation Period"). If you choose to revoke it timely, the Letter Agreement will be null and void and the Letter Agreement shall not be valid or enforceable. To revoke, you must deliver a signed writing stating your intention to revoke the Letter Agreement and the writing must be delivered to EVP, Chief Human Resources Officer, 345 Encinal St., Santa Cruz, CA 95060, by or before the end of the Revocation Period; and

e. in entering into this Letter Agreement you are not relying on any representation, promise or inducement made by the Company or its attorneys with the exception of those promises described in this document.

12. **Nondisparagement**: Except as described in Section 10, and not including any testimony given truthfully under oath or as required by any other legal proceeding, you agree not to make disparaging, critical or otherwise detrimental comments to any person or entity concerning the Company, its officers, directors or employees; the products, services or programs provided or to be provided by the Company; the business affairs, operation, management or the financial condition of the Company; or the circumstances surrounding your employment and/or separation of employment from the Company. Similarly, the Company agrees, and agrees to inform its executive officers and members of its Board of Directors that they are bound through the Company's agreement in this regard (but only for so long as each officer or member is an employee or director of the Company), not to make disparaging, critical or otherwise detrimental comments to any person or entity concerning you, your business acumen, or your relationship with the Company.

13. **Confidentiality**: Except as described in Section 10 and disclosed in any regulatory filings the Company files with the Securities and Exchange Commission, you agree that you will not disclose to others the fact or terms of this Letter Agreement, except that you may disclose such information to your immediately family members, or your attorney or accountant in order for such individuals to render services to you.

14. **Cooperation**: Except as described in Section 10, you agree to make yourself reasonably available to the Company to respond to requests by the Company for information pertaining to or relating to the Company and/or its subsidiaries, affiliates, partners, directors, officers, agents or employees that may be within your knowledge. Moreover, you agree to cooperate fully, to the extent reasonable in light of your then-existing professional and personal obligations, with the Company in connection with any and all existing or future litigation or investigations brought by or against the Company or any of its subsidiaries, affiliates, partners, directors, officers, agents or employees, whether administrative, civil or criminal in nature, in which and to the extent the Company deems your cooperation necessary.

15. **No Filing of Claims**: You represent and warrant that you do not presently have on file any claims, charges, grievances, actions, appeals or complaints against Company Releasees in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Letter Agreement. The Company represents that it does not presently have any intention to file any claims, actions, or complaints against you relating to your employment with the Company or service on its Board of Directors.

16. **Tax Compliance**: Notwithstanding anything to the contrary herein, the following provisions apply to the extent payments provided herein are subject to section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance thereunder and any state law of similar effect (collectively, "Section 409A"). Payments that are payable upon your termination of employment, if any, shall not commence until you have a "separation from service" for purposes of Section 409A. Each installment of payments hereunder is a separate "payment" for purposes of Section 409A, and the benefits payable under this Letter Agreement are intended to satisfy the exemptions from application of Section 409A provided under Treasury Regulations Sections 1.409A-1(b)(4) and 1.409A-1(b)(9). However, if such exemptions are not available and you are, upon separation from service, a "specified employee" for purposes of Section 409A, then, solely to the extent necessary to avoid adverse personal tax consequences under Section 409A, the timing of the payments shall be delayed until the earlier of (a) six (6) months and one day after your separation from service, or (b) your death. Except to the minimum extent that payments must be delayed because you are a "specified employee," all amounts will be paid as soon as practicable in accordance with the Company's normal payroll practices pursuant to the payment schedule set forth in this Letter Agreement. If and to the extent that reimbursements or other in-kind benefits under this Letter Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A, such reimbursements or other in-kind benefits shall be made or provided in accordance with the requirements of Section 409A. You will be solely responsible for any tax imposed under Section 409A and in no event will the Company have any liability with respect to any tax, interest or other penalty imposed under Section 409A.

17. **Certain Covenants and Representations; Governing Law**:

a. You acknowledge that you have carefully read and fully understand all of the provisions of this Letter Agreement, and you knowingly and voluntarily agree to all of the terms set forth in this Letter Agreement; and in entering into this Letter Agreement you are not relying on any representation, promise or inducement made by the Company or its attorneys with the exception of those promises described in this document.

b. Except as explicitly provided herein, this Letter Agreement sets forth the complete and sole agreement between the parties and supersedes any and all other agreements or understandings, whether oral or written, between you and the Company. As such, the Company Agreements and the Equity Agreements referenced herein shall remain in full force and effect in accordance with their respective terms. This Letter Agreement may not be changed, amended, modified, altered or rescinded except upon the express written consent of both the Interim Chief Executive Officer of the Company or a member of the Board of Directors and you.

c. If any provision of this Letter Agreement, or part thereof, is, to any extent, held illegal, invalid, incapable of being enforced, void or voidable as against public policy, or otherwise, such provision, or part thereof, shall be excluded to the extent of such invalidity or unenforceability and all other provisions of this Letter Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable provision, or part thereof, shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. Moreover, if a court declines to amend this Letter Agreement as provided herein, the invalidity or unenforceability of any provision of this Letter Agreement, or part thereof, shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Letter Agreement. To this extent, the provisions and parts thereof of this Letter Agreement are declared to be severable. Any claims arising out of this Letter Agreement (or any other claims arising out of the relationship between the parties) shall be governed by and construed in accordance with the laws of the State of California and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of California, without giving effect to the principles of conflicts of laws of such state.

d. **ARBITRATION: THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS LETTER AGREEMENT, THEIR INTERPRETATION AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO BINDING ARBITRATION BEFORE JAMS PURSUANT TO THE THEN CURRENT EXPEDITED RULES OF JAMS UNDER ITS RULE FOR RESOLUTION OF EMPLOYMENT DISPUTES. THE RULES OF JAMS CAN BE FOUND AT www.jamsadr.org. THE COMPANY AGREES TO PAY ALL THE COST OF JAMS ARBITRATION OTHER THAN THE INITIAL FILING FEE THAT YOU MAY BE REQUIRED TO PAY. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. HOWEVER, EITHER PARTY MAY BRING A CLAIM IN COURT FOR PRELIMINARY INJUNCTIVE RELIEF ONLY ARISING OUT OF A BREACH BY THE OTHER PARTY OF THE EMPLOYEE PATENT SECRECY AGREEMENT SIGNED BY YOU.**

e. This Letter Agreement shall not be construed as an admission by you or the Company of any wrongful act, unlawful discrimination, or breach of contract.

f. You acknowledge that, together with damages and any other relief that may be appropriate, you will be subject to a permanent injunction and/or temporary restraining order for any violations of this Letter Agreement, including any violations of any Company Agreements. The prevailing party will be entitled to his/its reasonable attorneys' fees, expert fees and costs otherwise governed and permitted by the California law in any action brought either by you or the Company.

g. You may not assign any of your rights or delegate any of your duties under this Letter Agreement. The rights and obligations of the Company shall inure to the benefit of the Company's successors and assigns.

h. The failure or any delay on the part of the Company to exercise any right, remedy, power or privilege under this Letter Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, nor shall any waiver of any right with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

i. This Letter Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

If this Letter Agreement correctly states the agreement and understanding we have reached, please indicate your acceptance by countersigning the enclosed copy and returning it to EVP, Chief Human Resources Officer, 345 Encinal St., Santa Cruz, CA 95060 **no later than twenty-one (21) days from the date of this Letter Agreement**.

Plantronics, Inc.

By: /s/ Greg Hammann

Name: Gregg Hammann

Title: Compensation Committee Chair/ Board Member

I REPRESENT THAT I HAVE READ THE FOREGOING LETTER AGREEMENT, THAT I FULLY UNDERSTAND THE TERMS AND CONDITIONS OF SUCH LETTER AGREEMENT AND THAT I AM KNOWINGLY AND VOLUNTARILY EXECUTING THE SAME WITHOUT DURESS OR COERCION FROM ANY SOURCE. IN ENTERING INTO THIS LETTER AGREEMENT, I DO NOT RELY ON ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY THE COMPANY OR ITS REPRESENTATIVES WITH THE EXCEPTION OF THE CONSIDERATION DESCRIBED IN THIS DOCUMENT.

Accepted and Agreed to:

/s/ Joe Burton__________________________

Joe Burton

Date: Mar. 9, 2020

February 17, 2020

Robert Hagerty

Dear Bob,

This letter agreement (the "**Agreement**") is entered into between you and Plantronics, Inc., now branded as Poly (the "**Company**") effective as of February 10, 2020 (the "**Effective Date**"), to confirm the terms of your employment with the Company as of the Effective Date. This Agreement supersedes and replaces any an all employment terms, compensation, or benefits you may have had or to which you may have been entitled prior to the effective date. Unless agreed to in writing by you and the Company, this Agreement and your employment with the Company will terminate on the date that a permanent Chief Executive Officer of the Company commences employment with the Company (the date of your actual termination of employment, the "**Separation Date**"). For the avoidance of doubt, the expectation is that following the Separation Date that you would continue to serve as a member of the Company's Board of Directors (the "**Board**")

Title	Interim Chief Executive Officer, reporting to the Board.
Annualized Base Salary	\$800,000 per year, payable biweekly in accordance with our standard payroll practices and less applicable tax withholding. Notwithstanding the foregoing if the Separation Date occurs prior to the three-month anniversary of the Effective Date, you will receive an additional payment, less applicable tax withholding, equal to \$200,000 less the amount of base salary (calculated on a pre-tax basis) you received in the role of Interim Chief Executive Officer prior to the Separation Date.
Bonus Opportunity	* \$400,000, at target performance, payable to the extent earned, within 30 days following the Separation Date. * Performance objectives for the bonus will be reviewed and discussed between you and the Chair of the Compensation Committee of the Board (the "**Committee**") and will include objectives tied to your service in the role as Interim Chief Executive Officer and/or Company-wide incentive plan metrics. * The bonus will be paid, to the extent earned, within thirty (30) days of the Separation Date.
Restricted Stock Units	It will be recommended to the Board or Committee that you receive an award of 45,000 restricted stock units "RSUs") that will become eligible to vest as to 7,500 RSUs each month following the date of grant that you continue to serve as the Interim Chief Executive Officer; provided, however, that if the Separation Date occurs prior to the three-month anniversary of the Effective Date, you will become eligible to vest in an aggregate of 22,500 RSUs subject to the award. Any RSUs that are not eligible to vest as of the Separation Date will terminate and be cancelled as of the Separation Date. The RSUs will be granted on the fifteenth day of the calendar month after approval by the Board of Directors (or the next trading day of the Company's common stock on the New York Stock Exchange if the fifteenth day is not a trading day) (the date of each grant or RSUs, the "**Award Date**") and will vest and be settled on the latter of the (i) 12-month anniversary of the applicable Award Date, or (ii) the Separation Date. All vesting is subject to your continued service to the Company through the applicable vesting date (whether as an employee, member of the Board, or otherwise).

General Benefits	You will be eligible to participate in Company benefit programs as available or that become available to other similarly situated employees of the Company, subject to the generally applicable terms and conditions of each program. The continuation or termination of each program will be at the discretion of the Company. Life, Medical, Dental and Disability coverage will begin on the Effective Date.
Executive Physical Program	You will be automatically enrolled in our Executive Health Exam Program. This program is aimed to give you guidance and direction on further health items to follow up on. To qualify you must schedule the appointment through the pre-identified network of doctors.
401(k)	You are eligible to join the Plantronics, Inc. 401(k). Plantronics will match 100% of every $1.00 you contribute for the first 3% of your eligible compensation and 50% of every $1.00 you contribute for the next 3% of your eligible compensation for a maximum of up to 4.5% of your eligible compensation each pay period. The matching contribution is 100% vested immediately. If after 30 days from your date of hire you have not actively selected a contribution amount to set aside each pay period, Plantronics will automatically enroll you at a discretionary employee contribution of 3% of your eligible earnings on a bi-weekly basis to the 401(k).
Non-Qualified Deferred Compensation Plan	You may be eligible to participate in a non-qualified deferred compensation plan, subject to the terms and conditions of the Plan Document. An eligible participant may elect to defer prospective compensation not yet earned by submitting a Compensation Deferral Agreement during the enrollment periods. For more information regarding the Plantronics, Inc. Deferred Compensation Plan, please see the Prospectus.
ESPP	You will be eligible to participate in the Company's Employee Stock Purchase Plan, subject to its terms.

Please be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' prior notice.

You agree that, during the term of your employment with the Company, you will devote substantially all of your professional time to your responsibilities at the Company, and you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company, except that you may continue providing services and engage in activities as set forth on Addendum A to this Letter Agreement.

As a Company employee, you will be expected to abide by company rules and standards as presented in our Employee Handbook and our World Wide Code of Business Conduct and Ethics.

As a condition of your employment, you will also be required to sign and comply with:

Employee, Confidential Information, and Invention Assignment Agreement which requires, among other provisions, (i) the assignment of patent, copyright and other intellectual property rights to any invention made during your employment at the Company, and (ii) non-disclosure of proprietary information.

Export Compliance: Before releasing certain export-controlled technology and software to you during your employment at Plantronics, the Company may be required to obtain an export license in accordance with United States law. The Company will inform you if an export license is needed. If an export license is required, then your continued employment with the Company is contingent upon receipt of the export license or authorization, and the Company will have no obligation to employ you or provide you with any compensation or benefits until the export license or authorization is secure.

All payments and benefits under this Agreement are subject to applicable tax and other withholdings. To the extent that reimbursements or other in-kind benefits under this letter constitute "nonqualified deferred compensation" for purposes of Internal Revenue Code section 409A, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by you, (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided, in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and (iv) except as specifically provided herein or in the applicable reimbursement arrangement, any such reimbursements or in-kind benefits must be for expenses incurred and benefits provided during the your lifetime. In no event will the Company be held liable for any taxes, interest, penalties or other amounts owed by you under Code Section 409A.

To indicate your acceptance of the Company's offer of employment as stated above, please sign and date this Agreement in the space provided below. This Agreement, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by you and a member of the Board.

I look forward to working with you!

Sincerely,

PLANTRONICS, INC.

/s/ Greg Hammann________________________

Greg Hammann

Chair of Compensation Committee

Agreed to and accepted:

Signature: /s/ Robert Hagerty_____________

Printed Name: Robert Hagerty

ADDENDUM A

OTHER SERVICES AND ACTIVITIES

Board Advisor to OWAL
Board member to Diablo Country Club

December 11, 2018

Tom Puorro
[redacted]

Dear Tom,

On behalf of Plantronics, Inc., the "Company" I am pleased to offer you the position of **Executive Vice President, General Manager Group Systems** reporting to me. Should you accept this offer of employment, your first day of employment is anticipated to be on or about **December 17, 2018** (your actual first day of employment is referred to as the "start date").

This letter outlines the terms of your employment with the Company as of your start date, including your compensation and benefits, as set forth below:

*** Annualized Base Salary**	$410,000 per year, payable biweekly in accordance with our standard payroll practices and less applicable tax withholding.
*** Executive Incentive Plan**	* 75% of your Annual Base Salary or $307,500, at target performance. * The purpose of the Plantronics, Inc. Executive Incentive Plan ("EIP" or the "Plan") is to focus participants on achieving annual Company-wide financial performance goals as well as product group, segment, or functional objectives and individual performance goals by providing the opportunity to receive annual cash payments based on accomplishments during the year. * Please refer to the Executive Incentive Plan "Administrative Guidelines" for further details on how bonuses may be earned.
*** Target Total Cash Compensation**	$717,500 per year, based on the compensation elements shown above assuming at target performance.
*** Auto Allowance**	You are eligible to receive an auto allowance of $8,280 per year. This amount will be paid *prorata* during each bi-weekly payroll. The gross amount will be listed as a separate income item and appropriate taxes withheld. You will not be reimbursed for business miles driven or car expenses.
*** New Hire Restricted Stock Units**	$567,000 of the Company's common stock in the form of a restricted stock unit award ("restricted stock units"). It will be recommended to the Company's Board of Directors or a sub-committee thereof that you receive an award for the restricted stock units. If approved, the price to you of the restricted stock units will be $0.00. Moreover, the award will be granted on the fifteenth day of the calendar month after both (i) approval by the Board of Directors or a sub-committee thereof, and (ii) your actual start date (or the next trading day of the Company's common stock on the New York Stock Exchange if the fifteenth day is not a trading day) ("Award Date"). If approved, the restricted stock units will vest and be released from escrow or settled in three equal annual installments with the installments vesting on the last calendar day of the month following each of the first, second and third anniversaries of the Award Date, respectively; provided, however, any shares that would otherwise vest and be released from escrow or settled on December 31st of any year shall instead vest on January 2nd of the succeeding year. All vesting is subject to your continued employment on each applicable vesting date.

*** Annual Performance Stock Units**	$567,000 of the Company's common stock in the form of performance stock unit awards ("performance stock units") with the performance period aligned to the FY19 performance-based Restricted Stock Unit Plan, starting with the 2nd year performance period. It will be recommended to the Company's Board of Directors or a sub-committee thereof that you receive an award for the performance stock units. If approved, the price to you of the performance stock units will be $0.00. Moreover, the award will be granted on the fifteenth day of the calendar month after both (i) approval by the Board of Directors or a sub-committee thereof, and (ii) your actual start date (or the next trading day of the Company's common stock on the New York Stock Exchange if the fifteenth day is not a trading day) ("Award Date"). If approved, the performance stock units will vest and be released from escrow or settled in three equal annual installments with the installments vesting on the last calendar day of the month following each of the first, second and third anniversaries of the Award Date, respectively; provided, however, any shares that would otherwise vest and be released from escrow or settled on December 31st of any year shall instead vest on January 2nd of the succeeding year. All vesting is subject to your continued employment on each applicable vesting date. $567,000 of the Company's common stock in the form of performance stock unit awards ("performance stock units") with the performance period aligned to the FY20 performance-based Restricted Stock Unit Plan. It will be recommended to the Company's Board of Directors or a sub-committee thereof that you receive an award for the performance stock units. If approved, the price to you of the performance stock units will be $0.00. Moreover, the award will be granted on the fifteenth day of the calendar month after both (i) approval by the Board of Directors or a sub- committee thereof, and (ii) approval by the Board of Directors of the FY20 performance-based Restricted Stock Unit Plan (or the next trading day of the Company's common stock on the New York Stock Exchange if the fifteenth day is not a trading day) ("Award Date"). If approved, the performance stock units will vest and be released from escrow or settled in three equal annual installments with the installments vesting on the last calendar day of the month following each of the first, second and third anniversaries of the Award Date, respectively; provided, however, any shares that would otherwise vest and be released from escrow or settled on December 31st of any year shall instead vest on January 2nd of the succeeding year. All vesting is subject to your continued employment on each applicable vesting date.
*** General Benefits**	You will be eligible to participate in Company benefit programs as available or that become available to other similarly situated employees of the Company, subject to the generally applicable terms and conditions of each program. The continuation or termination of each program will be at the discretion of the Company. Life, Medical, Dental and Disability coverage will begin on your start date.
*** Change of Control**	As of your start date, you will be provided with change of control severance protection under the same form of agreement provided to our other senior officers (other than the CEO and CFO).
*** Severance Agreement**	As of your start date, you will be provided with severance protection under the same form of agreement provided to our other senior officers (other than the CEO and CFO).

*** Executive Benefit Program**	Executive Physical Program	You will be automatically enrolled in our Executive Health Exam Program. You will be eligible to receive one exam and personalized health guidance from a board certified doctor, at the company's expense. This screening will give you guidance and direction on further health items to follow up on. To qualify you must schedule the appointment through the pre-identified network of doctors.
	Designed Compensation Program	The Designed Compensation Program is designed to meet the needs of senior executives by complementing the benefit programs offered to all employees. This supplemental program takes into consideration the needs and differences that result from your key management role with the Company. Participants selected by the CEO and approved by the Committee will be eligible. The Committee reserves the right to remove any Participant from the Program at any time. Program participation in one year does not guarantee participation in subsequent years.
		Financial, Estate and Tax Planning/Tax Preparation Services. We provide 75% reimbursement up to $2,000 per year for the services of a CPA, attorney, or other financial consultant to assist with the planning and execution of tax and estate planning and preparation. This income is considered taxable and appropriate taxes will be withheld. Plantronics takes no responsibility for selecting and retaining such services, and the consequences of the resulting advice.
		Business Club Membership. We provide reimbursement of up to $1,500 per year for membership(s) in business, travel, or trade organizations. Social, luncheon, golf or athletic club memberships do not apply. This income is considered taxable and reimbursement will be provided through payroll, following the deduction of appropriate taxes.
		Personal Liability Insurance. We provide reimbursement of up to $500 per year for personal liability umbrella insurance coverage. This must be a separate policy from your regular auto and homeowner's liability coverage. This income is considered taxable and reimbursement will be provided through payroll, following the deduction of appropriate taxes.
*** 401(k)**	You are eligible to join the Plantronics, Inc. 401(k). Under the terms of the current plan, Plantronics will match your contributions 50% up to 6% of your eligible pay (vs. eligible contributions). Starting in 2019, Plantronics will match your contributions 100% up to 3% of your eligible pay and 50% on the next 3% of your eligible pay (vs. eligible contributions).	
*** Non-Qualified Deferred Compensation Plan**	You may be eligible to participate in a non-qualified deferred compensation plan, subject to the terms and conditions of the Plan Document. An eligible participant may elect to defer prospective compensation not yet earned by submitting a Compensation Deferral Agreement during the enrollment periods. Under the terms of the current plan, you may elect to defer up to 100% of your base salary (subject to limitation in order to meet FICA withholding and Section 125 deduction requirements on all W-2 compensation), up to 100% of your bonus earned during the coming year and paid the following year, and/or up to 100% of your eligible commissions.	

*** ESPP**	You will be eligible to participate in the Company's Employee Stock Purchase Plan, subject to the terms of the Plan.

This formal notification of our offer of employment is subject to the terms set forth in your Employment Application which you have submitted to Plantronics and is contingent upon satisfactory background verification, receipt of an original application, a final review of references, and the approval of the Compensation Committee of the Board of Directors.

For purposes of stock ownership, please be advised that Executive Officers are expected to meet certain requirements. At present, "Executive Officers" are defined as those executives who the Board of Directors has determined are Section 16 Officers in accordance with the Securities Exchange Act of 1934, as amended. The Board of Directors may modify this requirement on a case by case if compliance reasonably creates a hardship for any such Executive Officer. Plantronics' Board of Directors may furthermore modify these stock ownership requirements at their discretion, including expanding the executives deemed to be Executive Officers under this policy.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to the Company within 3 business days of your start date, or our employment relationship with you may be immediately terminated.

Before releasing certain export-controlled technology and software to you during your employment at Plantronics, Plantronics may be required to obtain an export license in accordance with United States law. Plantronics will inform you if an export license is needed. If an export license is required, then this offer of employment and/or your continued employment (if applicable) with Plantronics is contingent upon receipt of the export license or authorization, and Plantronics will have no obligation to employ you or provide you with any compensation or benefits until the export license or authorization is secure.

Please be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' prior notice.

You agree that, during the term of your employment with the Company, you will devote substantially all of your professional time to your responsibilities at Plantronics, and you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company.

As a Company employee, you will be expected to abide by company rules and standards as presented in our Employee Handbook and our World Wide Code of Business Conduct and Ethics.

As a condition of your employment, you will also be required to sign and comply with:

Employee, Confidential Information, and Invention Assignment Agreement which requires, among other provisions, (i) the assignment of patent, copyright and other intellectual property rights to any invention made during your employment at the Company, and (ii) non-disclosure of proprietary information.

Export Compliance: Before releasing certain export-controlled technology and software to you during your employment at Plantronics, Plantronics may be required to obtain an export license in accordance with United States law. Plantronics will inform you if an export license is needed. If an export license is required, then this offer of employment and/or your continued employment (if applicable) with Plantronics is contingent upon receipt of the export license or authorization, and Plantronics will have no obligation to employ you or provide you with any compensation or benefits until the export license or authorization is secure.

All payments and benefits under this letter are subject to applicable tax and other withholdings. To the extent that reimbursements or other in-kind benefits under this letter constitute “nonqualified deferred compensation” for purposes of Internal Revenue Code section 409A, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by you, (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and (iv) except as specifically provided herein or in the applicable reimbursement arrangement, any such reimbursements or in-kind benefits must be for expenses incurred and benefits provided during the your lifetime. In no event will the Company shall not be held liable for any taxes, interest, penalties or other amounts owed by Employee under Code Section 409A.

To indicate your acceptance of the Company’s offer of employment as stated above, please sign and date this letter in the space provided below. This letter sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by Plantronics’ CEO and you.

I look forward to working with you and having you as a member of the team!

Sincerely,

PLANTRONICS, INC.

/s/ Joe Burton________________________

Joe Burton

President & Chief Executive Officer

Agreed to and accepted:

Signature: /s/ Tom Puorro_________________

Printed Name: Tom Puorro

Received Offer Date: Dec. 11, 2018

Confirmed Start Date: Dec. 17, 2018

This offer expires one week from the date listed on the first page.

PLANTRONICS, INC.

EXECUTIVE SEVERANCE AGREEMENT

This Executive Severance Agreement (this "Agreement") is made and entered into by and between Tom Puorro ("Executive") and Plantronics, Inc., a Delaware corporation (the "Company"), effective as of May 14, 2019 (the "Effective Date").

RECITALS

1. Executive is employed by the Company or one of its affiliates in a key employee capacity and the Executive's services are valuable to the conduct of the business of the Company.

2. The Compensation Committee of the Board of Directors of the Company (the "Committee") believes it is in the best interests of the Company and its stockholders to specify the terms and conditions on which Executive will receive severance in the event that Executive separates from service with the Company and its affiliates under the circumstances set forth in this Agreement.

3. If Executive and the Company are currently party to a Change of Control Severance Agreement, then such agreement is being amended and restated in its entirety as of the Effective Date by this Agreement.

4. Certain capitalized terms used in the Agreement are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement will have an initial term of three (3) years commencing on the Effective Date (the "Initial Term"). On the third anniversary of the Effective Date and thereafter, this Agreement will renew automatically for successive one (1) year terms (the "Additional Terms") unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the date of automatic renewal. If Executive becomes entitled to benefits under Section 4 during the Initial Term or any Additional Term, this Agreement will not terminate until all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement or as provided in any employment agreement entered into between the Company and Executive, and the payment of accrued but unpaid wages, as required by law, and any unreimbursed reimbursable expenses.

3. Change of Control. Notwithstanding anything to the contrary herein, in the event of a Change of Control, the Change of Control Severance Agreement set forth in Exhibit A shall supersede and replace this Agreement in all respects.

4. Severance Benefits.

(a) Termination without Cause. If the Company terminates Executive's employment with the Company without Cause, and Executive signs and does not revoke a release of claims with the Company (in a form reasonably acceptable to the Company) ("Release") and provided that such Release becomes effective and irrevocable no later than sixty (60) days following the termination date or such earlier date required by the Release (such deadline, the "Release Deadline"), then subject to the terms and conditions in this Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid salary, bonus and vacation, expense reimbursements, wages, and other benefits due to Executive under any plans, policies, and arrangements provided by the Company or its affiliates, subject to the limitations set forth in subsection (ii).

(ii) Severance Payments. Executive will receive (A) continuing payment (less applicable withholding taxes), in accordance with the timing and process of the Company's or its affiliates' regular payroll practices (subject to the timing provisions of Section 4(b)), of Executive's annual base salary as in effect immediately prior to Executive's termination date for a period of twelve (12) months following Executive's termination of employment; and (B) a lump sum cash payment, to be made on the first regular payroll date following sixty (60) days after the date of termination, equal to 100% of Executive's annual target incentive bonus for the year in which the termination of employment occurs or, if Executive's target incentive bonus has not yet been established for the year, the prior year's target incentive bonus (in each case, less applicable withholding taxes) (the "Bonus Payment"). For the avoidance of doubt, the Bonus Payment shall be in lieu of, not in addition to, any annual bonus to which Executive would otherwise become entitled for performance during the year in which the termination of employment occurs.

(iii) COBRA. If Executive timely elects continued group health plan continuation coverage under COBRA or a state or local equivalent, then the Company shall pay the full amount of Executive's premiums on behalf of Executive for Executive's continued coverage under the Company's group health plans, including coverage for Executive's eligible dependents, for twelve (12) months or until such earlier date on which Executive becomes eligible for health coverage from another employer (the "COBRA Payment Period"). The level of coverage will be the same (if possible) as the level of coverage selected by Executive and in effect at the time of Executive's termination. Notwithstanding the foregoing, if Executive timely elects continued group health plan continuation coverage under COBRA and at any time thereafter the Company determines, in its sole discretion, that it cannot provide the COBRA premium benefits without potentially incurring financial costs or penalties under applicable law or violating Section 105(h) of the Internal Revenue Code of 1986, as amended (the "Code"), then in lieu of paying the employer portion of the COBRA premiums on Executive's behalf, the Company will instead pay to Executive on the last day of each remaining month of the COBRA Payment Period a fully taxable cash payment equal to 200% of the COBRA premium for that month, subject to applicable tax withholding (such amount, the "Special Severance Payments"). Such Special Severance Payments shall end upon expiration of the COBRA Payment Period.

(iv) Outplacement. The Company will provide reasonable and customary outplacement assistance to Executive at the Company's cost for twelve (12) months following termination of employment.

(v) Equity Awards. Any equity awards (including, without limitation, any awards of stock options, restricted stock, restricted stock units, and/or performance shares or units that have been granted), outstanding as of the date of such termination will be treated as provided in the applicable plan document and award agreement.

(b) Timing of Payments.

(i) If the Release does not become effective and irrevocable by the Release Deadline, Executive will forfeit any rights to severance or benefits under this Agreement. In no event will the payments or benefits contemplated by Section 4(a)(ii)-(v) be paid or provided until the Release actually becomes effective and irrevocable. Any payments or benefits under Section 4(a) that would be considered Deferred Compensation Severance Benefits (as defined in Section 4(h)(i)) will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 4(h). Except as required by Section 4(h), any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments will be made as provided in this Agreement.

(ii) If Executive should die before amounts payable pursuant to Section 4(a)(i)(ii) and (v) have been paid, such unpaid amounts will be paid in a lump-sum payment promptly following such event to Executive's designated beneficiary, if living, or otherwise to the personal representative of Executive's estate.

(c) Voluntary Resignation; Termination for Cause. If Executive's employment with the Company is terminated voluntarily by Executive or for Cause by the Company, then:

(i) Accrued Compensation and Benefits. The Company will pay Executive all accrued but unpaid salary, bonus and vacation, expense reimbursements, wages, and other benefits due to Executive under any plans, policies, and arrangements provided by the Company or its affiliates.

(ii) Severance or Other Benefits. Executive will not be entitled to receive severance or other benefits except for those (if any) as may then apply to Executive under the Company's or its affiliates' then existing severance and benefits plans and practices or pursuant to other written agreements with the Company or its affiliates, including, without limitation, the

Polycom Long-Term Cash Plan or Polycom, Inc. 2016 Long Term Incentive Plan, to the extent applicable.

(d) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability, or Executive's employment terminates due to his or her death, then:

(i) Accrued Compensation and Benefits. The Company will pay Executive all accrued but unpaid salary, bonus and vacation, expense reimbursements, wages, and other benefits due to Executive under any plans, policies, and arrangements provided by the Company or its affiliates.

(ii) Severance or Other Benefits. Executive will not be entitled to receive severance or other benefits except for those (if any) as may then apply to Executive under the Company's or its affiliates' then existing severance and benefits plans and practices or pursuant to other written agreements with the Company or its affiliates, including, without limitation, the Polycom Long-Term Cash Plan or Polycom, Inc. 2016 Long Term Incentive Plan, to the extent applicable.

(e) Exclusive Remedy. In the event of a termination of Executive's employment as set forth in Section 4(a), the provisions of Section 4 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled, whether at law, tort or contract, in equity, or under this Agreement (other than the payment of accrued but unpaid wages, as required by law, and any unreimbursed reimbursable expenses).

(f) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance payments or other benefits payable to Executive, if any, pursuant to this Agreement, when considered together with any other severance payments or other benefits that are considered deferred compensation under Section 409A of the Code ("Section 409A") (together, the "Deferred Compensation Separation Benefits") will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then, to the extent required for compliance with Section 409A, any Deferred Compensation Separation Benefits that are payable as a result of Executive's separation from service within the first six (6) months following Executive's separation from service will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service but prior to the six (6) month anniversary of the separation, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iii) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above.

(iv) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that do not exceed the Section 409A Limit will not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above.

(v) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(g) Other Requirements. Executive's receipt of any payments or benefits under this Section 4 will be subject to Executive continuing to comply with the terms of any confidential information agreement executed by Executive in favor of the Company and the provisions of this Agreement.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's benefits under Section 3 and Section 4(a) respectively will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order reduction of cash payments; cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Code Section 280G), cancellation of accelerated vesting of equity awards; reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company's independent public accountants immediately prior to a Change of Control or such other person or entity to which the parties mutually agree (the "Accountants"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 5.

6. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "Cause" will mean Executive's termination only upon:

(i) Executive's willful failure (A) to comply with the Company's policies and practices applicable to the Company's employees in similar job positions or to the Company's employees generally or (B) to follow the reasonable instructions of Executive's supervisor;

(ii) Executive's engaging in willful misconduct which is demonstrably and materially injurious to the Company;

(iii) Executive's committing a felony, an act of fraud against, or the misappropriation of property belonging to the Company; or

(iv) Executive's breaching in any material respect the terms of this Agreement or the Employee Patent, Secrecy and Invention Agreement between Executive and the Company.

(b) Change of Control. "Change of Control" will mean the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Company's Board of Director (the "Board") will not be considered a Change of Control; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) C hange in O wnership of a S ubst anti al P ortion of the C ompan y's As sets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

(c) Disability. "Disability" will mean that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his or her duties hereunder before the termination of his or her employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Section 409A Limit. "Section 409A Limit" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of Executive's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation
1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section
401(a)(17) of the Code for the year in which Executive's employment is terminated.

7. Successors.

(a) The Company's Successors . Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" will include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 7(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Arbitration.

(a) The Company and Executive each agree that any and all disputes arising out of the terms of this Agreement, Executive's employment by the Company, Executive's service as an officer or director of the Company, or Executive's compensation and benefits, their interpretation and any of the matters herein released, will be subject to binding arbitration under the arbitration rules set forth in California Code of Civil Procedure Sections 1280 through 1294.2, including Section 1281.8 (the "Act"), and pursuant to California law. Disputes that the Company and Executive agree to arbitrate, and thereby agree to waive any right to a trial by jury, include any statutory claims under local, state, or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Sarbanes-Oxley Act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, the Family and Medical Leave Act, the California Family Rights Act, the California Labor Code, claims of harassment, discrimination, and wrongful termination, and any statutory or common law claims. The Company and Executive further understand that this agreement to arbitrate also applies to any disputes that the Company may have with Executive.

(b) Procedure. The Company and Executive agree that any arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Employment Arbitration Rules & Procedures (the "JAMS Rules"). The Arbitrator will have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. The Arbitrator will have the power to award any remedies available under applicable law, and the Arbitrator will award attorneys' fees and costs to the prevailing party, except as prohibited by law. The Company will pay for any administrative or hearing fees charged by the Arbitrator or JAMS except that Executive will pay any filing fees associated with any arbitration that Executive initiates, but only so much of the filing fees as Executive would have instead paid had he or she filed a complaint in a court of law. The Arbitrator will administer and conduct any arbitration in accordance with California law, including the California Code of Civil Procedure, and the Arbitrator will apply substantive and procedural California law to any dispute or claim, without reference to rules of conflict of law. To the extent that the JAMS Rules conflict with California law, California law will take precedence. The decision of the Arbitrator will be in writing. Any arbitration under this Agreement will be conducted in Santa Cruz County, California.

(c) Remedy. Except as provided by the Act and this Agreement, arbitration will be the sole, exclusive, and final remedy for any dispute between Executive and the Company. Accordingly, except as provided for by the Act and this Agreement, neither Executive nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration.

(d) Administrative Relief. Executive understands that this Agreement does not prohibit him or her from pursuing any administrative claim with a local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, including, but not limited to, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board. This Agreement does, however, preclude Executive from pursuing court action regarding any such claim, except as permitted by law.

(e) Voluntary Nature of Agreement. Each of the Company and Executive acknowledges and agrees that such party is executing this Agreement voluntarily and without any duress or undue influence by anyone. Executive further acknowledges and agrees that he or she has carefully read this Agreement and has asked any questions needed for him or her to understand the terms, consequences, and binding effect of this Agreement and fully understand it, including that ***Executive is waiving his or her right to a jury trial***. Finally, Executive agrees that he or she has been provided an opportunity to seek the advice of an attorney of his or her choice before signing this Agreement.

9. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when personally delivered when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid or when delivered by a private courier service such as UPS, DHL or Federal Express that has tracking capability. In the case of Executive, mailed notices will be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its President.

(b) Notice of Termination. Any termination by the Company for Cause will be communicated by a notice of termination to Executive hereto given in accordance with Section 9(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination for Cause, and will specify the termination date (which will be not more than ninety
(90) days after the giving of such notice).

10. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mention this Agreement.

(e) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions). Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) will be commenced or maintained in any state or federal court located in the jurisdiction where Executive resides, and Executive and the Company hereby submit to the jurisdiction and venue of any such court.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of May 14, 2019.

COMPANY PLANTRONICS, INC.

By: /s/ Joseph B. Burton
Joseph B. Burton

Title: President and Chief Executive Officer

EXECUTIVE By: /s/ Tom Puorro
Tom Puorro

Title: Executive Vice President,
General Manager Group Systems

[*Signature Page to Executive Severance Agreement*]

Exhibit A

PLANTRONICS, INC.

CHANGE OF CONTROL SEVERANCE AGREEMENT

This Change of Control Severance Agreement (this “COC Agreement”) is made and entered into by and between Tom Puorro (“Executive”) and Plantronics, Inc., a Delaware corporation (the “Company”), as of the date indicated on the signature page hereto.

RECITALS

1. It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other change of control. The Compensation Committee of the Board of Directors of the Company (the “Committee”) recognizes that such consideration can be a distraction to Executive and can cause Executive to consider alternative employment opportunities. The Committee has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of a Change of Control of the Company.

2. The Committee believes that it is in the best interests of the Company and its stockholders to provide Executive with an incentive to continue his or her employment and to motivate Executive to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

3. The Committee believes that it is imperative to provide Executive with certain severance benefits upon Executive’s termination of employment following a Change of Control. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company notwithstanding the possibility of a Change of Control.

4. Certain capitalized terms used in the COC Agreement are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of COC Agreement. This COC Agreement will become effective upon a Change of Control and will remain in effect for twenty-four (24) months following such Change of Control (the “Change of Control Protection Period”). Following the Change of Control Protection Period, this COC Agreement will be of no further force and effect; provided that, if Executive becomes entitled to benefits under Section 4 during the term of this COC Agreement, the COC Agreement will not terminate until all of the obligations of the parties hereto with respect to this COC Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason, including (without limitation) any termination that occurs other than during the Change of Control Protection Period, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this COC Agreement or as provided in any other employment agreement entered into between the Company and Executive, and the payment of accrued but unpaid wages, as required by law, and any unreimbursed reimbursable expenses.

3. Change of Control. In the event of a Change of Control, and subject to Executive's continued employment with the Company through the effective date of such Change of Control, all outstanding equity awards will vest according to the vesting schedule specified in the 2003 Stock Plan.

4. Change of Control Benefits.

(a) Termination without Cause or Resignation for Good Reason in Connection with a Change of Control. If the Company terminates Executive's employment with the Company without Cause or if Executive resigns from such employment for Good Reason, and such termination occurs during the Change of Control Protection Period, and Executive signs and does not revoke a release of claims with the Company (in a form reasonably acceptable to the Company) ("Release") and provided that such Release becomes effective and irrevocable no later than sixty (60) days following the termination date or such earlier date required by the Release (such deadline, the "Release Deadline"), then subject to this Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid salary, bonus and vacation, expense reimbursements, wages, and other benefits due to Executive under any plans, policies, and arrangements provided by the Company or its affiliates, subject to the limitations set forth in subsection (ii).

(ii) Severance Payment. Executive will receive a lump-sum payment (less applicable withholding taxes) equal to the sum of (A) 100% of Executive's annual base salary as in effect immediately prior to Executive's termination date or (if greater) at the level in effect immediately prior to the Change of Control, (B) that prorata portion or all of Executive's annual target incentive bonus that Executive has earned but not yet been paid (disregarding the requirement that the participant must have been employed by the Company as of the date of payout to earn any portion of or all of their annual incentive bonus); and (C) an additional 100% of Executive's annual target incentive bonus for the year in which the severance payment under this COC Agreement set forth in this Section 4(a)(ii) is triggered.

(iii) COBRA Payment. Executive will receive a lump sum cash payment in an amount equal to the monthly COBRA premium that the Executive would be required to pay to continue her or his group health coverage as in effect on the date of her or his termination for herself or himself and her or his eligible dependents, multiplied by twenty-four (24), which payment will be made less applicable withholdings and regardless of whether the Executive elects COBRA continuation coverage.

(iv) Equity Awards. Any equity awards (including, without limitation, any awards of stock options, restricted stock, restricted stock units, and/or performance shares or units that have been granted, whether vested or unvested) outstanding as of the date of such termination will vest in full as to 100% of the unvested portion of the award (at the target level for any such awards that have performance goals).

(b) Timing of Payments.

(i) Executive will forfeit any rights to severance or benefits under this COC Agreement if the Release does not become effective by the Release Deadline. In no event will the payments or benefits contemplated by Section 4(a)(ii)-(iv) be paid or provided until the Release actually becomes effective. Any payments or benefits under Section 4(a) that would be considered Deferred Compensation Severance Benefits (as defined in Section 4(h)(i)) will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 4(h). Except as required by Section 4(h), any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments will be made as provided in this COC Agreement.

(ii) Unless otherwise required by Section 4(b)(i) or Section 4(h), the Company will pay any severance payments in a lump-sum payment payable within thirty (30) days following Executive's termination date; provided, however, that no severance or other benefits will be paid or provided until the Release becomes effective and irrevocable, and any severance amounts or benefits otherwise payable between Executive's termination date and the date such release becomes effective and irrevocable will be paid on the date the Release becomes effective and irrevocable. If Executive should die before all of the severance amounts have been paid, such unpaid amounts will be paid in a lump-sum payment promptly following such event to Executive's designated beneficiary, if living, or otherwise to the personal representative of Executive's estate.

(c) Voluntary Resignation; Termination for Cause. If Executive's employment with the Company is terminated voluntarily by Executive or for Cause by the Company, then:

(i) Accrued Compensation and Benefits. The Company will pay Executive all accrued but unpaid salary, bonus and vacation, expense reimbursements, wages, and other benefits due to Executive under any plans, policies, and arrangements provided by the Company or its affiliates.

(ii) Severance or Other Benefits. Executive will not be entitled to receive severance or other benefits except for those (if any) as may then apply to Executive under the Company's or its affiliates' then existing severance and benefits plans and practices or pursuant to other written agreements with the Company or its affiliates, including, without limitation, the Polycom Long-Term Cash Plan or Polycom, Inc. 2016 Long Term Incentive Plan, to the extent applicable.

(d) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability, or Executive's employment terminates due to his or her death, then:

(i) Accrued Compensation and Benefits. The Company will pay Executive all accrued but unpaid salary, bonus and vacation, expense reimbursements, wages, and other benefits due to Executive under any plans, policies, and arrangements provided by the Company or its affiliates.

(ii) Severance or Other Benefits. Executive will not be entitled to receive severance or other benefits except for those (if any) as may then apply to Executive under the Company's or its affiliates' then existing severance and benefits plans and practices or pursuant to other written agreements with the Company or its affiliates, including, without limitation, the Polycom Long-Term Cash Plan or Polycom, Inc. 2016 Long Term Incentive Plan, to the extent applicable.

(e) Section 409A.

(i) Notwithstanding anything to the contrary in this COC Agreement, no severance payable to Executive, if any, pursuant to this COC Agreement, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the final regulations and any guidance promulgated thereunder ("Section 409A") (together, the "Deferred Compensation Separation Benefits") will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) Notwithstanding anything to the contrary in this COC Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then, to the extent required for compliance with Section 409A, the Deferred Compensation Separation Benefits that are payable within the first six (6) months following Executive's separation from service as a result of such separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service but prior to the six (6) month anniversary of the separation, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this COC Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iii) Any amount paid under this COC Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above.

(iv) Any amount paid under this COC Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A- 1(b)(9)(iii) of the Treasury Regulations that do not exceed the Section 409A Limit (as defined below) will not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above.

(v) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this COC Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(f) Other Requirements. Executive's receipt of any payments or benefits under this Section 4 will be subject to Executive continuing to comply with the terms of any confidential information agreement executed by Executive in favor of the Company and the provisions of this COC Agreement.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this COC Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's benefits under Section 3 and Section 4(a) respectively will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order reduction of cash payments; cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Code Section 280G), cancellation of accelerated vesting of equity awards; reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company's independent public accountants immediately prior to a Change of Control or such other person or entity to which the parties mutually agree (the "Accountants"), whose determination will be conclusive and binding upon

Executive and the Company for all purposes. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 5.

6. Definition of Terms. The following terms referred to in this COC Agreement will have the following meanings:

(a) Cause. "Cause" will mean Executive's termination only upon:

(i) Executive's willful failure, (A) to comply with the Company's policies and practices applicable to the Company's employees in similar job positions or to the Company's employees generally or (B) to follow the reasonable instructions of Executive's supervisor;

(ii) Executive's engaging in willful misconduct which is demonstrably and materially injurious to the Company;

(iii) Executive's committing a felony, an act of fraud against, or the misappropriation of property belonging to the Company; or

(iv) Executive's breaching in any material respect the terms of this Agreement or the Employee Patent, Secrecy and Invention Agreement between Executive and the Company.

(b) Change of Control. "Change of Control" will mean the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Company's Board of Directors (the "Board") will not be considered a Change of Control; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

(c) Disability. "Disability" will mean that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his or her duties hereunder before the termination of his or her employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Good Reason. "Good Reason" will mean Executive's termination of employment within ninety (90) days following the expiration of any cure period (discussed below) following the occurrence of one or more of the following, without Executive's consent:

(i) A material reduction in Executive's base compensation as in effect immediately prior to such reduction not including a substantially similar reduction that applies to all similarly situated executives;

(ii) The assignment to Executive of any duties, or the reduction of Executive's duties, either of which results in a material diminution of Executive's authority, duties, or responsibilities with the Company in effect immediately prior to such assignment, or the removal of Executive from such position and responsibilities, provided that such removal results in a material diminution of Executive's authority, duties, or responsibilities with the Company;

(iii) A material change in the geographic location at which Executive must perform services (in other words, the relocation of Executive to a facility that is more than twenty- five (25) miles from Executive's current location); or

(iv) the failure of the Company to obtain the assumption of this COC Agreement by a successor and/or acquirer.

Executive will not resign for Good Reason without first providing the Company with written notice within ninety (90) days of the event that Executive believes constitutes “Good Reason” specifically identifying the acts or omissions constituting the grounds for Good Reason and a reasonable cure period of not less than thirty (30) days following the date of such notice.

(e) Section 409A Limit. “Section 409A Limit” will mean the lesser of two (2) times: (i) Executive’s annualized compensation based upon the annual rate of pay paid to Executive during the Executive’s taxable year preceding the Executive’s taxable year of Executive’s termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive’s employment is terminated.

7. Successors.

(a) The Company’s Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets will assume the obligations under this COC Agreement and agree expressly to perform the obligations under this COC Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this COC Agreement, the term “Company” will include any successor to the Company’s business and/or assets which executes and delivers the assumption agreement described in this Section 7(a) or which becomes bound by the terms of this COC Agreement by operation of law.

(b) Executive’s Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Arbitration.

(a) The Company and Executive each agree that any and all disputes arising out of the terms of this COC Agreement, Executive’s employment by the Company, Executive’s service as an officer or director of the Company, or Executive’s compensation and benefits, their interpretation and any of the matters herein released, will be subject to binding arbitration under the arbitration rules set forth in California Code of Civil Procedure Sections 1280 through 1294.2, including Section 1281.8 (the “Act”), and pursuant to California law. Disputes that the Company and Executive agree to arbitrate, and thereby agree to waive any right to a trial by jury, include any statutory claims under local, state, or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Sarbanes-Oxley Act, the Worker Adjustment and Retraining Notification Act, the California Fair

Employment and Housing Act, the Family and Medical Leave Act, the California Family Rights Act, the California Labor Code, claims of harassment, discrimination, and wrongful termination, and any statutory or common law claims. The Company and Executive further understand that this agreement to arbitrate also applies to any disputes that the Company may have with Executive.

(b) Procedure. The Company and Executive agree that any arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Employment Arbitration Rules & Procedures (the "JAMS Rules"). The Arbitrator will have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. The Arbitrator will have the power to award any remedies available under applicable law, and the Arbitrator will award attorneys' fees and costs to the prevailing party, except as prohibited by law. The Company will pay for any administrative or hearing fees charged by the Arbitrator or JAMS except that Executive will pay any filing fees associated with any arbitration that Executive initiates, but only so much of the filing fees as Executive would have instead paid had he or she filed a complaint in a court of law. The Arbitrator will administer and conduct any arbitration in accordance with California law, including the California Code of Civil Procedure, and the Arbitrator will apply substantive and procedural California law to any dispute or claim, without reference to rules of conflict of law. To the extent that the JAMS Rules conflict with California law, California law will take precedence. The decision of the Arbitrator will be in writing. Any arbitration under this Agreement will be conducted in Santa Cruz County, California.

(c) Remedy. Except as provided by the Act and this COC Agreement, arbitration will be the sole, exclusive, and final remedy for any dispute between Executive and the Company. Accordingly, except as provided for by the Act and this COC Agreement, neither Executive nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration.

(d) Administrative Relief. Executive understands that this COC Agreement does not prohibit him or her from pursuing any administrative claim with a local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, including, but not limited to, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board. This COC Agreement does, however, preclude Executive from pursuing court action regarding any such claim, except as permitted by law.

(e) Voluntary Nature of Agreement. Each of the Company and Executive acknowledges and agrees that such party is executing this COC Agreement voluntarily and without any duress or undue influence by anyone. Executive further acknowledges and agrees that he or she has carefully read this COC Agreement and has asked any questions needed for him or her to understand the terms, consequences, and binding effect of this COC Agreement and fully understand it, including that ***Executive is waiving his or her right to a jury trial***. Finally, Executive agrees that he or she has been provided an opportunity to seek the advice of an attorney of his or her choice before signing this COC Agreement.

9. Notice.

(a) General. Notices and all other communications contemplated by this COC Agreement will be in writing and will be deemed to have been duly given when personally delivered when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid or when delivered by a private courier service such as UPS, DHL or Federal Express that has tracking capability. In the case of Executive, mailed notices will be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its President.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason will be communicated by a notice of termination to the other party hereto given in accordance with Section 9(a) of this COC Agreement. Such notice will indicate the specific termination provision in this COC Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than ninety (90) days after the giving of such notice). The failure by Executive to include in the notice any fact or circumstance which contributes to a showing of Good Reason will not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing his or her rights hereunder.

10. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this COC Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this COC Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this COC Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this COC Agreement are for convenient reference only and do not form a part of this COC Agreement.

(d) Entire Agreement. This COC Agreement constitutes the entire agreement of the parties hereto and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this COC Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mention this COC Agreement.

(e) Choice of Law. The validity, interpretation, construction and performance of this COC Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions). Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this COC Agreement) will be commenced or maintained in any state or federal court located in the jurisdiction where Executive resides, and Executive and the Company hereby submit to the jurisdiction and venue of any such court.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this COC Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this COC Agreement will be subject to withholding of applicable income, employment and other taxes.

(h) Counterparts. This COC Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has executed this COC Agreement, in the case of the Company by its duly authorized officer, as of May 14, 2019.

COMPANY PLANTRONICS, INC.

By: /s/ Joe B. Burton________________________
Joseph B. Burton

Title: Chief Executive Officer

EXECUTIVE By: /s/Tom Puorro
Tom Puorro

Title: Executive Vice President
General Manager Group Systems

[*Signature Page to Change of Control Severance Agreement*]

Exhibit 21.1

SUBSIDIARIES OF THE REGISTRANT

		State or Jurisdiction of Incorporation or Organization
1	Plantronics Canada, Inc.	Canada
2	Polycom Australia Pty Ltd.	Australia
3	Frederick Electronics Corp.	United States
4	Plamex S.A. de C.V.	Mexico
5	Polycom Japan	Japan
6	Polycom, Inc.	United States
7	Vivu, Inc.	United States
8	Plantronics International Ltd.	Cayman Islands
9	Polyspan Cayman Ltd.	Cayman Islands
10	Vivu Singapore Pte. Ltd.	Singapore
11	Polycom Global (Singapore) Pte. Ltd.	Singapore
12	Plantronics Europe Ltd.	Malta
13	Polycom (France) S.A.R.L.	France
14	Plantronics B.V.	Netherlands
15	Polycom Global Ltd.	Thailand
16	Polycom Telecomunicacoes do Brazil Ltd.	Brazil
17	Polycom Poland Sp. z.o.o.	Poland
18	Plantronics Rus LLC	Russia
19	Plantronics Services GmbH	Germany
20	Plantronics Limited	United Kingdom
21	Polycom Communications Technology (Beijing) Co. Ltd.	China
22	Plantronics Communications Technology (Suzhou) Co., Ltd	China
23	Polycom Technology (R&D) Center Ptv. Ltd.	India
24	Polycom Asia Pacific Pte. Ltd.	Singapore
25	Polycom Communications Solutions (Beijing)Co. Ltd.	China
26	Plantronics Trading (Suzhou) Co., Ltd	China
27	Polycom Unified Communication Solutions Pvt. Ltd.	India
28	Polycom (Italy) S.R.L	Italy
29	Polycom Solutions (Spain) SL	Spain

Exhibit 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-234518, 333-227306, 333-221241, 333-215831, 333-207830, 333-190404, 333-188868, 333-183268, 333-177705, 333-170325, 333-162715, 333-152814, 333-146076, 333-140623, 333-131412, 333-127672, 333-120364, 333-107218, and 333-97091) of Plantronics, Inc. of our report dated June 8, 2020 relating to the financial statements, financial statement schedules, and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

San Jose, California
June 8, 2020

Exhibit 31.1

Certification of the CEO

I, Robert C. Hagerty, certify that:

1. I have reviewed this annual report on Form 10-K of Plantronics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

June 8, 2020

/s/ Robert C. Hagerty

Robert C. Hagerty

Interim Chief Executive Officer

Exhibit 31.2

Certification of the Executive Vice President and CFO

I, Charles D. Boynton, certify that:

1. I have reviewed this annual report on Form 10-K of Plantronics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

June 8, 2020

/s/ Charles D. Boynton

Charles D. Boynton

Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert C. Hagerty, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of Plantronics, Inc. on Form 10-K for the fiscal year ended March 28, 2020 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in the Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of Plantronics, Inc.

By:	*/s/ Robert C. Hagerty*
Name:	Robert C. Hagerty
Title:	Interim Chief Executive Officer
Date:	June 8, 2020

I, Charles D. Boynton, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of Plantronics, Inc. on Form 10-K for the fiscal year ended March 28, 2020 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in the Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of Plantronics, Inc.

By:	*/s/ Charles D. Boynton*
Name:	Charles D. Boynton
Title:	Executive Vice President and Chief Financial Officer
Date:	June 8, 2020

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.