Section 1: 10-Q (10-Q)

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended December 28, 2019
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: 001-12696

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 No.)

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(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	PLT	New York Stock Exchange

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and "emerging growth company" in Rule 12b-2 of the Exchange Act.

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 Exchange Act). Yes ☐ No ☒

As of January 29, 2020, 39,927,953 shares of the registrant's common stock were outstanding.

Plantronics, Inc.
FORM 10-Q
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Part I -- FINANCIAL INFORMATION

Management’s Discussion and Analysis of Financial Condition and Results of Operations

CERTAIN FORWARD-LOOKING INFORMATION:

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements may generally be identified by the use of such words as "anticipate," "believe," “could,” "expect," "intend," “may,” "plan," "potential," "shall," "will," “would,” or variations of such words and similar expressions, or the negative of these terms. Specific forward-looking statements contained within this Form 10-Q include, but are not limited to, statements regarding: (i) our efforts to execute to drive sales and sustainable profitable revenue growth; (ii) our expectations for new product launches, the timing of their releases and their expected impact on future growth and on our existing products; (iii) our expectations to avoid business disruption due to potential global health issues (iv) our expectations for synergies in the quarter and additional anticipated cost savings; (v) our expectations related to the sale of our gaming product line and further optimization of our Consumer product line; (vi) beliefs regarding the strategic and financial benefits of focusing on our Enterprise business, simplifying business processes and reducing working capital; (vii) our expectations for operating cash flow and debt; (viii) expectations relating to our Q-4 and full Fiscal Year 2020 earnings guidance; (ix) estimates of GAAP and non-GAAP financial results for the fourth quarter and full Fiscal Year 2020, including net revenues, purchase accounting adjustments, adjusted EBITDA, tax rates, intangibles amortization, and diluted weighted average shares outstanding and diluted EPS; (x) expectations related to our customers’ purchasing decisions and our ability to match product production to demand; (xi) 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 and services offerings; (xii) our beliefs regarding the UC&C market, market dynamics and opportunities, and customer and partner behavior as well as our position in the market; (xiii) our belief that the increased adoption of certain technologies and our open architecture approach has and will continue to increase demand for our solutions; (xiv) expectations related to the micro and macro-economic conditions in our domestic and international markets and their impact on our future business; (xv) our forecasts and expectations regarding liquidity, capital resources and results of operations along with our intentions concerning the repayment of our debt obligations and our ability to draw funds on our credit facility as needed; (xvi) our forecasts and estimates with respect to tax matters, including expectations with respect to utilizing our deferred tax assets; (xvii) our expectations regarding pending and potential future litigation, in addition to other matters discussed in this Quarterly Report on Form 10-Q 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. Among the factors that could cause actual results to differ materially from those contemplated are:

- Regarding the Polycom acquisition: (i) we may be unable to integrate Polycom's business within our own in a timely and cost-efficient manner or do so without adversely impacting operations, including new product launches; (ii) expected synergies or operating efficiencies may fail to materialize in whole or part or may not occur within expected time-frames; (iii) the acquisition and our subsequent integration efforts may adversely impact relationships with customers, suppliers and strategic partners and their operating results and businesses generally (including the diversion of management time on transaction-related issues); (iv) we may be unable to retain and hire key personnel; (v) our increased leverage as a result of the transaction is substantially greater than prior to the acquisition which may pose risks, including reduced flexibility in how we use our cash and to make changes in our operations in response to business or economic conditions, increased borrowing costs, as well as penalties or costs should we fail to comply with terms of the financial agreements such as debt ratios and financial and operation performance targets; (vi) negative effects on the market price of our common stock as a result of the transaction, particularly in light of the issuance of our stock in the transaction; (vii) our financial reporting including those resulting from the adoption of new accounting pronouncements and associated system implementations in the context of the transaction, our ability to forecast financial results of the combined company and that we may be unable to successfully integrate our reporting system causing an adverse impact to our ability to make timely and accurate filings with the SEC and other domestic and foreign governmental agencies; (viii) 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; (ix) the challenges of integrating the supply chains of the two companies; (x) the challenges of sales execution across different product lines; (xi) our expectations regarding the potential that our due diligence did not uncover risks and potential liabilities of Polycom;
- the nature and extent of competition we face, particularly subsequent to the acquisition of Polycom as it relates to our ability to adapt to new competitors and changing markets;
- the impact of product transitions underway which are replacing or upgrading nearly every major product in our product portfolio;
- the impact of customer brand preferences on Consumer and Enterprise market demands;
- the impact of our adoption of a new corporate branding identity, including any confusion or harm to our reputation resulting therefrom;

- the impact of ongoing integration, restructuring and disaggregation activities on our operations, including on employees, distributors, VAR's, suppliers and customers from the Polycom acquisition;
- our ability to realize and achieve positive financial results projected to arise in the our key markets from UC&C adoption could be adversely affected by a variety of factors including the following: (i) as UC&C becomes more widely adopted, the risk that competitors will offer solutions that will effectively commoditize our products which, in turn, will reduce the sales prices for those products; (ii) our plans are dependent upon adoption of our UC&C solution by major platform providers and any proprietary solutions of competitors, and our influence over such providers and the marketing in general with respect to the functionality of their platforms or their product offerings, their rate of deployment, and their willingness to integrate their platforms and product offerings with our solutions is limited; (iii) delays or limitations on our ability to timely introduce solutions that are cost effective, feature-rich, stable, and attractive to our customers within forecasted development budgets; (iv) our successful implementation and execution of 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 and with multiple devices; (v) failure of UC&C solutions generally, or our solutions in particular, to be adopted with the breadth and speed we anticipate; (vi) our sales model and expertise must successfully evolve to support complex integration of hardware, software, and services with UC&C infrastructure consistent with changing customer purchasing expectations; (vii) as UC&C becomes more widely adopted we anticipate that competition for market share will increase, particularly given that some competitors may have superior technical and economic resources; (viii) sales cycles for UC&C deployments are longer and becoming more complex; (ix) our inability to timely and cost-effectively adapt to changing business requirements may impact our profitability in this market and our overall margins; and (x) our failure to expand our technical support capabilities to support the complex and proprietary platforms in which our UC&C products are and will be integrated;
- 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;
- failure to match production to demand 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;
- risks associated with forecasting sales and procurement demands, which are inherently difficult, particularly with continuing uncertainty in regional and global economic conditions as well as currency fluctuations, and there can be no assurance that expectations of incoming orders over the balance of the current quarter will materialize;
- volatility in prices and availability of components from our suppliers, including our manufacturers located in APAC, have in the past and could in the future negatively affect our profitability and/or market share;
- fluctuations in foreign exchange rates;
- new or greater tariffs on our products;
- the bankruptcy or financial weakness of distributors or key customers, or the bankruptcy of or reduction in capacity of our key suppliers;
- additional risk factors including: interruption in the supply of sole-sourced critical components, continuity of component supply at costs consistent with our plans, and the inherent risks of our substantial foreign operations;
- seasonality in one or more of our product categories;
- the potential impact to our results of operations from tax rulings and interpretations;
- risks related to our forecasts and expectations regarding liquidity, capital resources and results of operations along with our intentions concerning the repayment of our debt obligations and our ability to draw funds on our credit facility as needed;
- potential fluctuations in our cash provided by operating activities;
- risks associated with our anticipated range of capital expenditures for the remainder of Fiscal Year 2020;
- the sufficiency of our cash, cash equivalents, and cash from operations to sustain future operations and discretionary cash requirements;
- our expenses and expenditures, including research, development and engineering as well selling, general and administrative;
- changes in tax laws that could increase our future tax rate and payments related to unrecognized tax benefits and/or reduce our deferred tax assets;
- risks related to our forecasts and estimates with respect to tax matters, including expectations with respect to utilizing our deferred tax assets;
- if we are unable to generate sufficient amount of income, a substantial valuation allowance to reduce the deferred tax assets may be required;
- our ability to pay future stockholder dividends or repurchase stock;
- our beliefs concerning interest rates and foreign currency exchange rates, our exposure to changes in each, and the benefits and risks of our hedging activities;
- the risks of global health issues impacting supply chain, distribution, product availability, sales execution and/or other business disruption to our business;
- risks related to adverse results in pending litigation or other regulatory proceedings; and

- those risks and uncertainties discussed in this Quarterly Report on Form 10-Q; in Part I, "Item 1A. Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended March 31, 2019, filed with the Securities and Exchange Commission ("SEC") on May 17, 2019; 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.

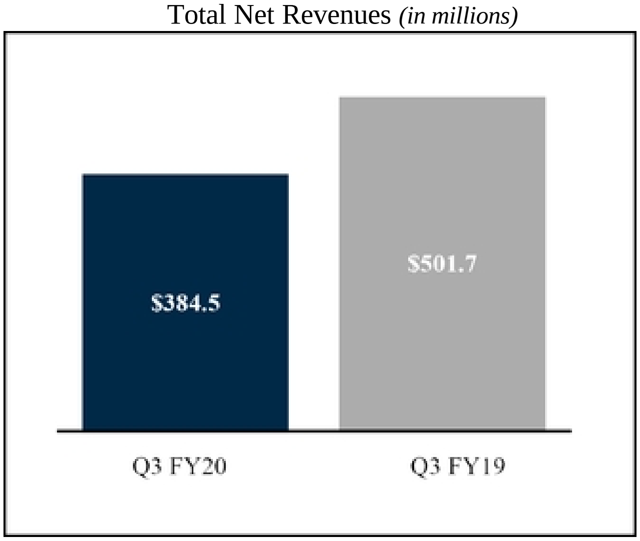
OVERVIEW

We are a leading global designer, manufacturer, and marketer of integrated communications and collaboration solutions that span headsets, open Session Initiation Protocol ("SIP") desktop phones, audio and video conferencing, cloud management and analytics software solutions, and services. Our major product categories are Enterprise Headsets, which includes corded and cordless communication headsets; Consumer Headsets, which includes Bluetooth and corded products for mobile device applications, personal computer and gaming; and Voice and Video solutions, which includes open SIP desktop phones, conference room phones, and video endpoints, including cameras, speakers and microphones. All of our 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. Our RealPresence collaboration solutions range from infrastructure to endpoints and allow people to connect and collaborate globally, naturally, and seamlessly. In addition, we offer comprehensive support services including support for our solutions and hardware devices, as well as professional, hosted, and managed services. There are significant synergies across our communication categories, and we continue to operate under a single operating segment.

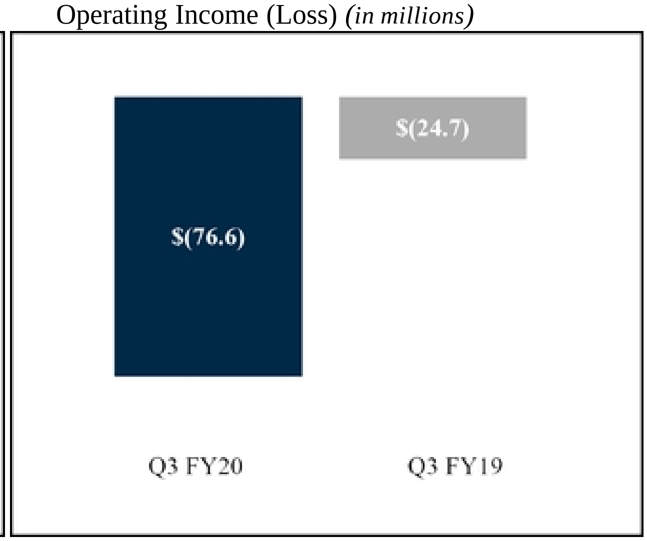
We sell our Enterprise products through a high-touch sales team and a well-developed global network of distributors and channel partners, including value-added resellers, integrators, direct marketing resellers, service providers, and resellers. We sell our Consumer products through both traditional and online consumer electronics retailers, consumer product retailers, office supply distributors, wireless carriers, catalog and mail order companies, and mass merchants. We have well-established distribution channels in the Americas, Europe, Middle East, Africa, and Asia Pacific where use of our products is widespread.

Our consolidated financial results as of December 31, 2019, include the nine-month financial results of Polycom, Inc. ("Polycom"), whereas our consolidated financial results as of December 31, 2018, include the financial results of Polycom from July 2, 2018, the date we acquired Polycom (the "Acquisition").

Total Net Revenues *(in millions)*



Operating Income (Loss) *(in millions)*



Compared to the third quarter of Fiscal Year 2019, total net revenues decreased (23.4)% to $384.5 million; the decrease in total net revenues primarily was driven by a decline in Enterprise Headset, Voice, and Video product revenues reflecting sales integration and channel consolidation issues, Microsoft Skype to Teams transition, and trade issues in China that led to our reducing channel inventories by reducing sales into our distributors. Additionally, our Consumer Headset product revenues also declined driven by portfolio optimization and a decrease in our gaming products due to an unusually high comparison resulting from the launch of Battle Royale genre games in fiscal year 2019.

As a result of purchase accounting, a total of $7.1 million of deferred revenue that otherwise would have been recognized in the third quarter of Fiscal Year 2020 was excluded from third quarter revenue of $384.5 million; the amount of deferred revenue excluded from the third quarter of Fiscal Year 2019 was $28.9 million.

We reported an operating loss of $76.6 million for the third quarter of Fiscal Year 2020 and an operating loss of $24.7 million for the third quarter of Fiscal Year 2019. The decline in our results from operations primarily is due to declining revenues discussed above, lower gross margins due to lower production levels and restructuring and other related charges associated with our consumer business.

Our strategic initiatives are focused primarily on driving sustainable profitable 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 the Huddle Room for video collaboration, and is allowing us to capture additional opportunities through data analytics and insight services across a broad range of communications endpoints. Our ability to provide comprehensive solutions to communications 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 sustainable profitable revenue growth.

Within the enterprise market, we anticipate that 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. We expect that the growth of UC&C solutions will increase overall headset, video endpoint and voice product adoption in enterprise environments.

Revenues from our Consumer Headsets are seasonal and typically strongest in our third fiscal quarter, which includes the holiday shopping season. Other factors that directly impact performance in the product category include product life cycles (including the introduction and pace of adoption of new technology), market acceptance of new product introductions, consumer preferences and the competitive retail environment, changes in consumer confidence and other macroeconomic factors. In addition, the timing or non-recurrence of retailer product placements can cause volatility in quarter-to-quarter results.

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 begun considering strategic alternatives for our consumer headset products. As we continued to explore strategic initiatives, we concurrently worked to optimized 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.

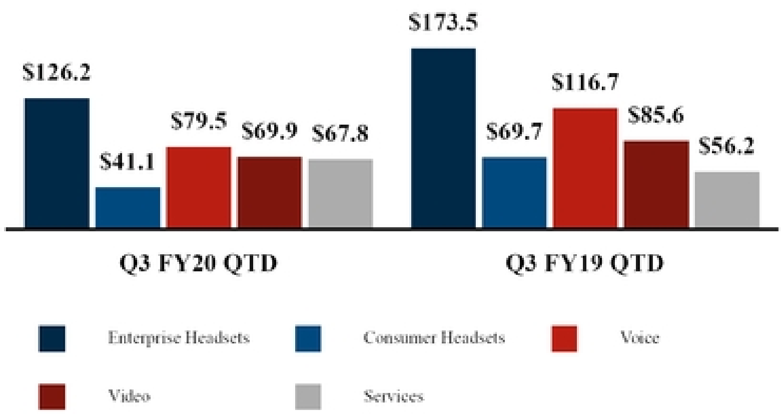
Additionally, our consolidation efforts have led to material integration-related cost and expense savings. The majority of these savings are being realized in our operations group where efficiencies in our manufacturing operations and supply chain have helped to reduce our time to market. Simultaneously, we have begun to announce and release a number of new and refreshed product offerings in support of our end-to-end strategic initiatives. We executed on our channel inventory reduction program announced in the second quarter of Fiscal Year 2020, and reduced our channel inventories by approximately $60 million during the third quarter of Fiscal Year 2020.

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. 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.

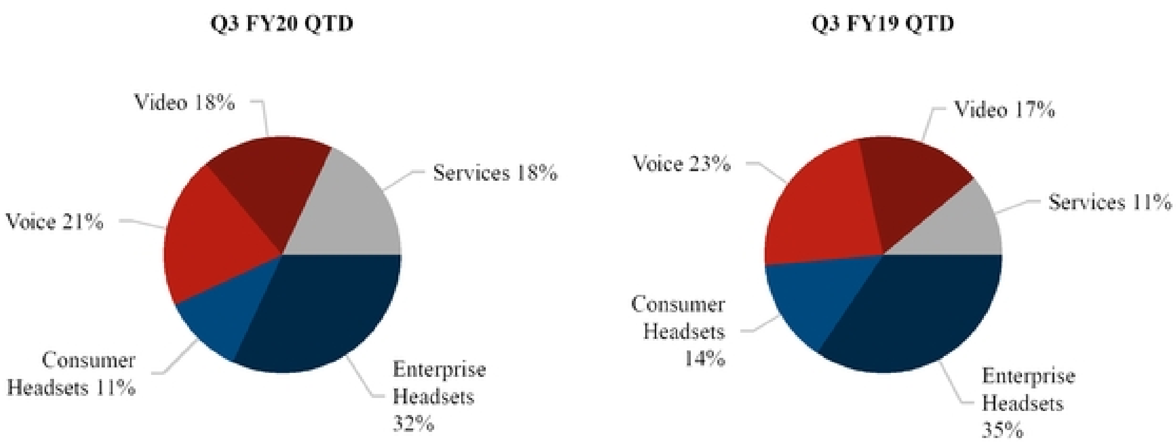
RESULTS OF OPERATIONS

The following graphs display net revenues by product category for the three and nine months ended December 31, 2019 and 2018:

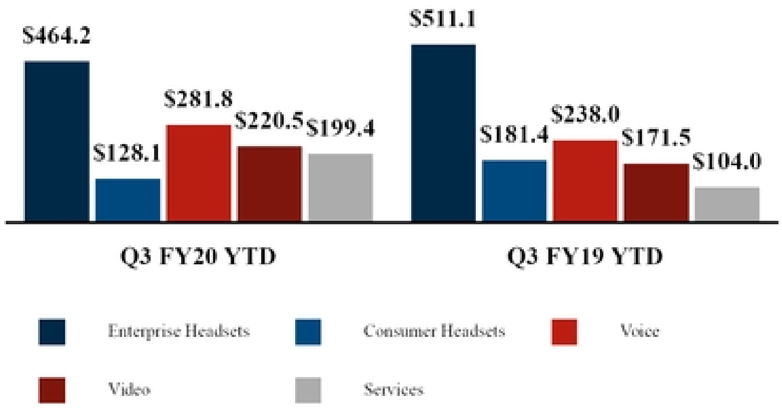
***Net Revenues** (in millions)*



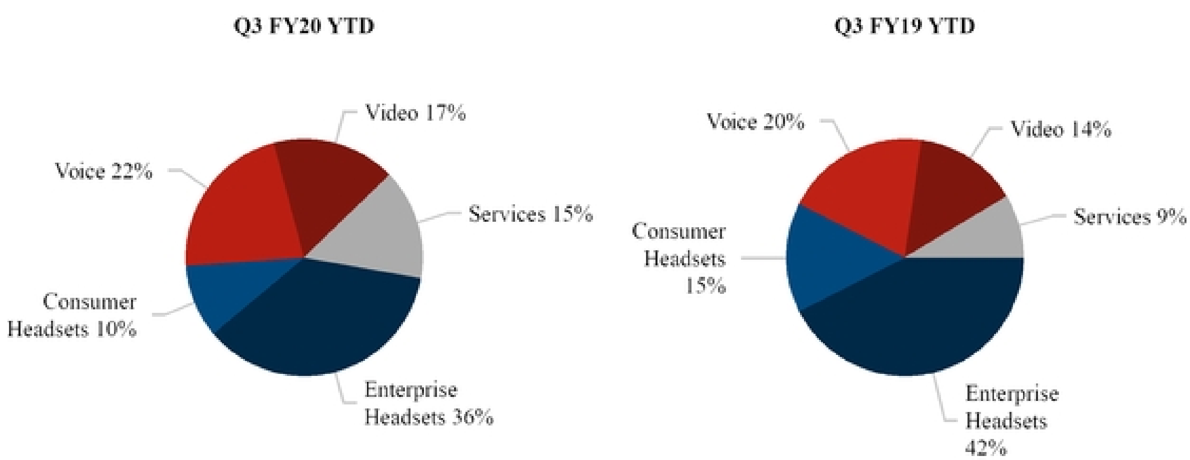
***Revenue by Product Category** (percent)*



Net Revenues* *(in millions)*



Revenue by Product Category* *(percent)*

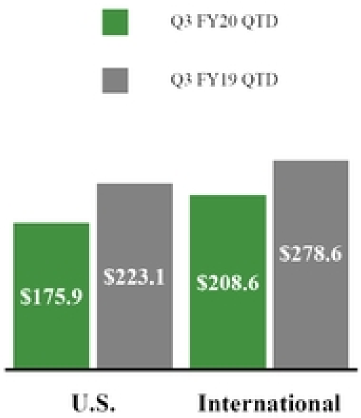


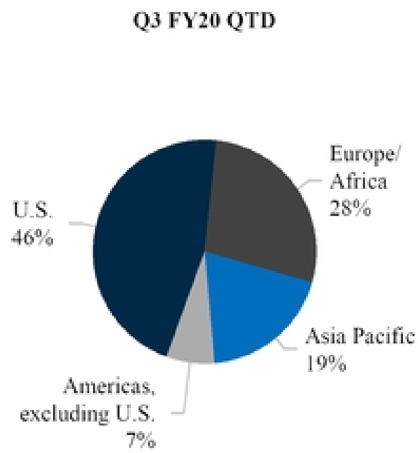
** Year to date net revenues for Voice, Video, and Services in FY19 include only six months activity as the Acquisition closed on July 2, 2018.*

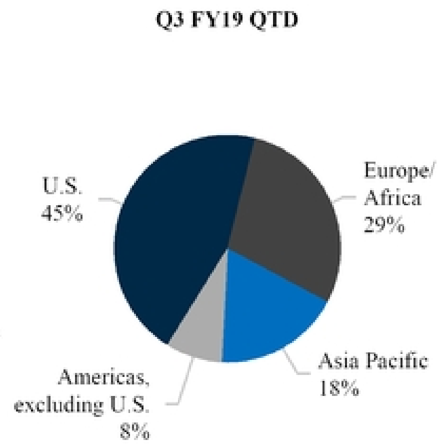
Total net revenues decreased in the three months ended December 31, 2019 compared to the prior year period, primarily due to declines in Enterprise Headset, Voice, and Video product revenues reflecting sales integration and channel consolidation issues, Microsoft Skype to Teams transition, and trade issues in China that led to our reducing channel inventories by reducing sales into our distributors. Additionally, our Consumer Headset product revenues also declined driven by portfolio optimization and a decrease in our gaming products due to an unusually high comparison resulting from the launch of Battle Royale genre games in fiscal year 2019. These decreases were partially offset by an increase in Service revenue attributable to a decline in deferred revenue excluded due to purchase accounting.

Total net revenues increased in the nine months ended December 31, 2019 compared to the prior year period, primarily due to the Acquisition. This increase was partially offset by declines in our Consumer headset product revenues, largely driven by our Gaming and Mono product lines; as well as declines in our Enterprise headset product revenues driven by declines in our non-UC&C Enterprise headset product revenues, which were partially offset by growth in our UC&C Enterprise headset product revenues.

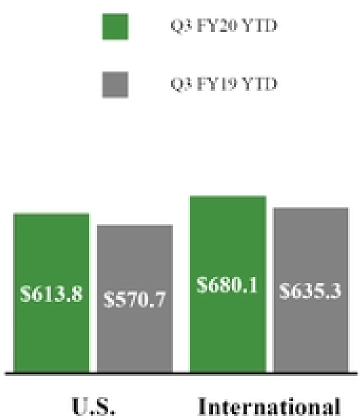
Geographic Information *(in millions)* ***Revenue by Region*** *(percent)*

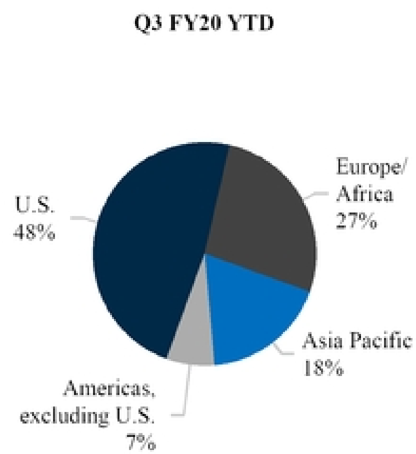


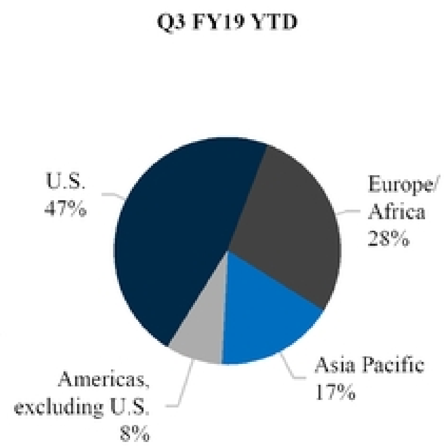




Geographic Information *(in millions)* ***Revenue by Region*** *(percent)*







Compared to the same prior year period, U.S. net revenues for the three months ended December 31, 2019 decreased primarily due to declines in our Enterprise headset and Voice product revenues reflecting sales integration and channel consolidation issues, Microsoft Skype to Teams transition, and trade issues in China that led to our reducing channel inventories by reducing sales into our distributors. Additionally, our Consumer Headset product revenues also declined driven by portfolio optimization and a decrease in our gaming products due to an unusually high comparison resulting from the launch of Battle Royale genre games in fiscal year 2019. These decreases were partially offset by an increase in Service revenue attributable to a decline in the amount of deferred revenue excluded due to purchase accounting. Video product revenues increased compared to the prior year period.

Compared to the same prior year period, U.S. net revenues for the nine months ended December 31, 2019 increased primarily due to Voice, Video, and Service product categories introduced as a result of the Acquisition. This increase was partially offset by continued declines in our non-UC&C Enterprise headset product revenues as well as declines in our Consumer headset product revenues which largely were driven by our Gaming and Stereo product lines. These declines were partially offset by growth in UC&C Enterprise headset product revenues.

International net revenues for the three months ended December 31, 2019 decreased from the same prior year period primarily due to declines in Enterprise, Voice, and Video product revenues, as well as declines in our Consumer headset product revenues driven by our Gaming and Stereo product lines. These declines were partially offset by an increase in Service revenue attributable to a decline in the amount of deferred revenue excluded due to purchase accounting.

International net revenues for the nine months ended December 31, 2019 increased from the same prior year period primarily due to the Acquisition as well as growth in our UC&C Enterprise headset product revenues. These increases were partially offset by declines in our non-UC&C Enterprise headset product revenues as well as declines in Consumer headset product revenues, which largely were driven by our Gaming and Mono product lines.

During the three months ended December 31, 2019, changes in foreign exchange rates negatively impacted net revenues by $3.6 million, net of the effects of hedging, compared to a $2.2 million unfavorable impact on revenue in the prior year period.

During the nine months ended December 31, 2019, changes in foreign exchange rates negatively impacted net revenues by $11.2 million, net of the effects of hedging, compared to a $3.4 million favorable impact on revenue in the prior year period.

COST OF REVENUES AND GROSS PROFIT

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

	Three Months Ended December 31,		Increase		Nine Months Ended December 31,		Increase	
(in thousands, except percentages)	**2019**	**2018**	**(Decrease)**		**2019**	**2018**	**(Decrease)**	
Total net revenues	$ 384,471	$ 501,669	$ (117,198)	(23.4)%	$ 1,293,947	$ 1,206,047	$ 87,900	7.3%
Cost of revenues	240,625	286,532	(45,907)	(16.0)%	731,384	728,438	2,946	0.4%
Gross profit	$ 143,846	$ 215,137	$ (71,291)	(33.1)%	$ 562,563	$ 477,609	$ 84,954	17.8%
Gross profit %	37.4%	42.9%			43.5%	39.6%		

Compared to the same prior year period, gross profit as a percentage of net revenues decreased in the three months ended December 31, 2019, primarily due to fixed cost items spread over lower net revenues and inventory-related reserves taken during the current quarter in connection with the optimization of our Consumer product portfolio. Partially offsetting these unfavorable items was a decrease in the deferred revenue fair value adjustment resulting from the Acquisition and material cost reductions as a result of in-sourcing of certain products.

Compared to the same prior year period, gross profit as a percentage of net revenues increased in the nine months ended December 31, 2019, primarily due to a decrease in deferred revenue fair value adjustment when compared to prior year and a non-recurring inventory fair value adjustment in the prior year, both of which resulted from the Acquisition. In addition, we had material cost reductions as a result of our in-sourcing of certain products. Partially offsetting these favorable items were inventory-related reserves taken during the current quarter in connection with the optimization of our Consumer product portfolio.

There are significant variances in gross profit percentages between our higher and lower margin products, including Voice, Video, and Service products acquired through 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 also may vary based on other factors, including production levels, distribution channels and return rates.

OPERATING EXPENSES

Operating expenses consist primarily of research, development and engineering; selling, general and administrative; gain, net of litigation settlements, and restructuring and other related charges, all of which are summarized in the table below for the three and nine months ended December 31, 2019 and 2018, respectively:

(in thousands, except percentages)	Three Months Ended December 31, 2019	Three Months Ended December 31, 2018	Increase (Decrease)		Nine Months Ended December 31, 2019	Nine Months Ended December 31, 2018	Increase (Decrease)	
Research, development, and engineering	$ 53,769	$ 59,661	$ (5,892)	(10)%	$ 170,708	$ 140,409	$ 30,299	22 %
Selling, general and administrative	144,978	168,053	(23,075)	(14)%	457,004	406,553	50,451	12 %
Gain, net of litigation settlements	—	—	—	— %	(1,162)	(30)	(1,132)	(3,773)%
Restructuring and other related charges	21,724	12,130	9,594	79 %	47,096	20,711	26,385	127 %
Total Operating Expenses	$ 220,471	$ 239,844	$ (19,373)	(8)%	$ 673,646	$ 567,643	$ 106,003	19 %
% of net revenues	57.3%	47.8%			52.1%	47.1%		

Our Research, development, and engineering expenses decreased during the three months ended December 31, 2019 when compared to the prior year period primarily due to lower compensation expense driven by reduced variable compensation and cost reductions from our restructuring actions initiated in prior periods. Research, development, and engineering expenses increased in the nine months ended December 31, 2019 primarily due to the inclusion of Polycom operating expenses after the Acquisition.

Our Selling, general and administrative expenses decreased during the three months ended December 31, 2019 when compared to the prior year period primarily due to lower compensation expense, driven by reduced variable compensation, cost reductions from our restructuring actions initiated in prior periods, and Acquisition-related costs that did not recur in the current period. Selling, general and administrative expenses increased in the nine months ended December 31, 2019, primarily due to the inclusion of Polycom operating expenses after the Acquisition.

Compared to the prior year period, restructuring and other related charges increased in the three and nine months ended December 31, 2019, primarily due to restructuring actions initiated during the period to streamline our global workforce and achieve planned synergies. For more information regarding restructuring activities, see Note 10, *Restructuring and Other Related Charges*, of the accompanying notes to condensed consolidated financial statements.

INTEREST EXPENSE

(in thousands, except percentages)	Three Months Ended December 31, 2019	Three Months Ended December 31, 2018	(Increase) Decrease		Nine Months Ended December 31, 2019	Nine Months Ended December 31, 2018	(Increase) Decrease	
Interest expense	$ (22,533)	$ (25,032)	$2,499	10.0%	$ (70,262)	$ (56,252)	$ (14,010)	(24.9)%
% of net revenues	(5.9)%	(5.0)%			(5.4)%	(4.7)%		

Interest expense decreased for the three months ended December 31, 2019 primarily due to lower outstanding balance on the term loan facility and lower interest rates. Interest expense increased for the nine months ended December 31, 2019 primarily due to interest incurred on our Credit Facility Agreement entered into in connection with the Acquisition. See Note 9, *Debt*, of the accompanying notes to condensed consolidated financial statements.

OTHER NON-OPERATING INCOME, NET

(in thousands, except percentages)	Three Months Ended December 31, 2019	Three Months Ended December 31, 2018	Increase (Decrease)		Nine Months Ended December 31, 2019	Nine Months Ended December 31, 2018	Increase (Decrease)	
Other non-operating income, net	$ 967	$ 125	$ 842	673.6%	$ 675	$ 3,731	$ (3,056)	(81.9)%
% of net revenues	0.3%	—%			0.1%	0.3%		

Other non-operating income, net for the three months ended December 31, 2019 increased primarily due to immaterial unrealized gains on the deferred compensation portfolio compared to immaterial unrealized losses on the deferred compensation portfolio in the prior period.

Other non-operating income, net for the nine months ended December 31, 2019 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 lower net foreign currency gains compared to the prior period.

INCOME TAX EXPENSE (BENEFIT)

(in thousands except percentages)	Three Months Ended December 31, 2019	Three Months Ended December 31, 2018	(Increase) Decrease		Nine Months Ended December 31, 2019	Nine Months Ended December 31, 2018	(Increase) Decrease	
Loss before income taxes	$ (98,191)	$ (49,614)	$ (48,577)	(97.9)%	$ (180,670)	$ (142,555)	$ (38,115)	(26.7)%
Income tax benefit	(19,708)	(7,880)	(11,828)	(150.1)%	(31,406)	(28,584)	(2,822)	(9.9)%
Net loss	$ (78,483)	$ (41,734)	$ (36,749)	(88.1)%	$ (149,264)	$ (113,971)	$ (35,293)	(31.0)%
Effective tax rate	(20.1)%	(15.9)%			(17.4)%	(20.1)%		

The Company and its subsidiaries are subject to taxation in the U.S. and in various foreign and state jurisdictions. Our income tax expense or benefit is determined using an estimate of our annual effective tax rate and adjusted for discrete items that are taken into account in the relevant period. The effective tax rates for the three months ended December 31, 2019 and 2018 were (20.1)% and (15.9)%, respectively. The effective tax rates for the nine months ended December 31, 2019 and 2018 were (17.4)% and (20.1)%, respectively.

The annual effective tax rates for the period ended December 31, 2019 and 2018 varied from the statutory tax rate of 21% primarily due to our jurisdictional mix of income, state taxes, U.S. taxation of foreign earnings, and R&D credits. The increase in our annual effective tax rate for the three months ended December 31, 2019 relative to prior year primarily is due to a favorable shift in jurisdictional losses, lower state taxes as a proportion of losses and incremental benefit for R&D credits. The decrease in our annual effective tax rate for the nine months ended December 31, 2019 relative to prior year primarily is due to a favorable shift in jurisdictional losses, lower state taxes as a proportion of losses and incremental benefit for R&D credits.

During the nine months ended December 31, 2019, we recognized a discrete $11.6 million tax benefit related to an intra-entity transfer of an intangible asset that will have a deferred future benefit, for which we established a deferred tax asset ("DTA").

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. The US Court of Appeals Ninth Circuit has denied the taxpayer's request for an en banc rehearing, and the taxpayer now has until February 10, 2020 to file a petition of certiorari with the US Supreme Court. We have considered the issue and have recorded a $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 its consolidated financial statements.

As of December 31, 2019, we had approximately $29.5 million in DTAs. A significant portion of our DTAs relate to interest expense in the US that is subject to a limitation on deductibility based on income. At this time, based on evidence currently available, we consider it more likely than not that we will have sufficient taxable income in the future that will allow us to realize our DTAs; however, failure to generate sufficient future taxable income could result in some or all DTAs not being utilized in the future. If we are unable to generate sufficient future taxable income, a substantial valuation allowance to reduce our DTAs may be 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, integration costs related to the Acquisition, 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 the same period last year, net cash provided by operating activities during the nine months ended December 31, 2019 decreased primarily due to increased inventory resulting from new product introductions and in-sourcing of manufacturing, cash paid for interest payments on long-term debt, and cash paid for restructuring and integration activities. The decrease was partially offset by higher cash collections from customers as a result of increased revenue when compared to the nine months ended December 31, 2018.

Investing Activities

Net cash used for investing activities during the nine months ended December 31, 2019 primarily was used for the purchase of property, plant and equipment and was partially offset by proceeds from the sale of real property.

We estimate total capital expenditures for Fiscal Year 2020 will be approximately $25 million to $35 million. We expect capital expenditures for the remainder of Fiscal Year 2020 to consist primarily of new information technology investments, capital investment in our manufacturing capabilities, including tooling for new products, and facilities upgrades.

Financing Activities

Net cash used for financing activities during the nine months ended December 31, 2019, 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").

Liquidity and Capital Resources

Our primary sources of liquidity as of December 31, 2019, consisted of cash, cash equivalents, and short-term investments, cash we expect to generate from operations, and a $100 million revolving credit facility. At December 31, 2019, we had working capital of $202.3 million, including $172.1 million of cash, cash equivalents, and short-term investments, compared with working capital of $252.9 million, including $215.8 million of cash, cash equivalents, and short-term investments at March 31, 2019. The decrease in working capital at December 31, 2019 compared to March 31, 2019 resulted from the net decrease in cash and cash equivalents, which were reduced by integration-related payments, decreased revenues and cash collections, and the early repayment of long-term debt in the second quarter of Fiscal Year 2020.

Our cash and cash equivalents as of December 31, 2019 consisted 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 December 31, 2019, of our $172.1 million of cash, cash equivalents, and short-term investments, $37.4 million was held domestically while $134.7 million was held by foreign subsidiaries, and approximately 53% was based in USD-denominated instruments. Our remaining investments were composed of Mutual Funds.

During Fiscal Year 2019, 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”). 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.

The Credit Agreement contains various restrictions and covenants, some of which become more stringent over time, including requirements that we maintain certain financial ratios at prescribed levels and 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. We believe that through the results of our cost reduction actions and debt paydowns that we will be able to continue to meet our debt covenants. If our cost reduction actions are not sufficient to generate adequate cash to pay down our debt, we may not be able to meet the required covenants which could lead to the Company being in default of the Credit Agreement. During the third quarter of fiscal year 2020, the maximum secured net leverage ratio allowed in our covenants is 3:25 to 1.00. The covenant calculation provides for a number of allowable adjustments to EBITDA, including synergy cost savings and integration costs. As of December 31, 2019, our secured net leverage ratio was 2.72 to 1.00. See Note 9, *Debt*, in the accompanying notes to the condensed consolidated financial statements.

On July 30, 2018, we entered into a 4-year amortizing interest rate swap agreement with Bank of America, NA. 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, see Note 14, *Derivatives*, of the accompanying notes to condensed consolidated financial statements.

During Fiscal Year 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. See Note 9, *Debt*, in the accompanying notes to the condensed consolidated financial statements.

From time to time, our Board of Directors ("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 approved a 1 million share repurchase program expanding our capacity to repurchase shares to approximately 1.7 million shares. During the first three quarters of Fiscal Year 2020, we did not repurchase any shares of our common stock. As of December 31, 2019, there remained 1,369,014 shares authorized for repurchase under the existing stock repurchase program. See Note 12, *Common Stock Repurchases*, in the accompanying notes to the condensed consolidated financial statements.

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 ESPP. The debt we assumed for the Acquisition negatively affected our liquidity and leverage ratios. To reduce our debt leverage ratios, we expect to prioritize the repayment of the debt under the Credit Agreement.

Additionally, the Acquisition impacted our cash conversion cycle due to Polycom's use of third-party partner financing and early payment discounts to drive down cash collection cycles.

We also 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 expire.

On February 4, 2020, we announced that the Audit Committee of our Board declared a cash dividend of $0.15 per share, payable on March 10, 2020 to stockholders of record at the close of business on February 20, 2020.

We believe that our current cash and cash equivalents, cash provided by operations, and the availability of additional funds under the Credit Agreement will be sufficient to fund operations for at least the next 12 months; however, any projections of future financial needs and sources of working capital are subject to uncertainty. Readers are cautioned to review the risks, uncertainties, and assumptions set forth in this Quarterly Report on Form 10-Q, including the section entitled "*Certain Forward-Looking Information*" and the risk factors set forth in our Annual Report on Form 10-K for the fiscal year ended March 31, 2019, filed with the SEC on May 17, 2019, and other periodic filings with the SEC, any of which 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 December 31, 2019, and March 31, 2019, we had off-balance sheet consigned inventories of $40.1 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 December 31, 2019, we had outstanding off-balance sheet third-party manufacturing, component purchase, and other general and administrative commitments of $308.5 million, including the off-balance sheet consigned inventories of $40.1 million discussed above, which we expect to consume in the normal course of business.

Except as described above, there have been no material changes in our contractual obligations as described in our Annual Report on Form 10-K for the fiscal year ended March 31, 2019.

CRITICAL ACCOUNTING ESTIMATES

For a complete description of what we believe to be the critical accounting estimates used in the preparation of our condensed consolidated financial statements, refer to our Annual Report on Form 10-K for the fiscal year ended March 31, 2019, filed with the SEC on May 17, 2019. There have been no changes to our critical accounting estimates during the nine months ended December 31, 2019.

Recent Accounting Pronouncements

For more information regarding the Recent Accounting Pronouncements that may impact us, see Note 2, *Recent Accounting Pronouncements*, of the accompanying notes to the condensed consolidated financial statements.

Financial Statements (Unaudited)

PLANTRONICS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands)
(Unaudited)

	December 31, 2019	March 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 156,821	$ 202,509
Short-term investments	15,317	13,332
Accounts receivable, net	246,318	337,671
Inventory, net	215,038	177,146
Other current assets	54,533	50,488
Total current assets	688,027	781,146
Property, plant, and equipment, net	177,482	204,826
Goodwill	1,279,897	1,278,380
Purchased intangibles, net	688,258	825,675
Deferred tax assets	34,647	5,567
Other assets	62,556	20,941
Total assets	$ 2,930,867	$ 3,116,535
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 122,314	$ 129,514
Accrued liabilities	363,394	398,715
Total current liabilities	485,708	528,229
Long term debt, net of issuance costs	1,620,354	1,640,801
Long-term income taxes payable	98,386	83,121
Other long-term liabilities	138,342	142,697
Total liabilities	2,342,790	2,394,848
Commitments and contingencies (Note 8)		
Stockholders' equity:		
Common stock	891	884
Additional paid-in capital	1,479,880	1,431,607
Accumulated other comprehensive loss	(5,425)	(475)
Retained earnings	(23,926)	143,344
Total stockholders' equity before treasury stock	1,451,420	1,575,360
Less: Treasury stock, at cost	(863,343)	(853,673)
Total stockholders' equity	588,077	721,687
Total liabilities and stockholders' equity	$ 2,930,867	$ 3,116,535

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

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

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2019	**2018**	**2019**	**2018**
Net revenues				
Net product revenues	$ 316,633	$ 445,441	$ 1,094,515	$ 1,102,012
Net service revenues	67,838	56,228	199,432	104,035
Total net revenues	384,471	501,669	1,293,947	1,206,047
Cost of revenues				
Cost of product revenues	220,469	259,673	658,408	676,616
Cost of service revenues	20,156	26,859	72,976	51,822
Total cost of revenues	240,625	286,532	731,384	728,438
Gross profit	143,846	215,137	562,563	477,609
Operating expenses:				
Research, development, and engineering	53,769	59,661	170,708	140,409
Selling, general, and administrative	144,978	168,053	457,004	406,553
Gain, net from litigation settlements	—	—	(1,162)	(30)
Restructuring and other related charges	21,724	12,130	47,096	20,711
Total operating expenses	220,471	239,844	673,646	567,643
Operating loss	(76,625)	(24,707)	(111,083)	(90,034)
Interest expense	(22,533)	(25,032)	(70,262)	(56,252)
Other non-operating income, net	967	125	675	3,731
Loss before income taxes	(98,191)	(49,614)	(180,670)	(142,555)
Income tax benefit	(19,708)	(7,880)	(31,406)	(28,584)
Net loss	$ (78,483)	$ (41,734)	$ (149,264)	$ (113,971)
Loss per common share:				
Basic	$ (1.97)	$ (1.06)	$ (3.78)	$ (3.08)
Diluted	$ (1.97)	$ (1.06)	$ (3.78)	$ (3.08)
Shares used in computing loss per common share:				
Basic	39,784	39,314	39,535	37,063
Diluted	39,784	39,314	39,535	37,063

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

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

	Three Months Ended December 31,		Nine Months Ended December 31,	
	2019	**2018**	**2019**	**2018**
Net loss	$ (78,483)	$ (41,734)	$ (149,264)	$ (113,971)
Other comprehensive income (loss):				
Foreign currency translation adjustments	—	115	(219)	(1,700)
Unrealized gains (losses) on cash flow hedges:				
Unrealized cash flow hedge gains (losses) arising during the period	(1,420)	(5,622)	(5,755)	(853)
Net (gains) losses reclassified into income for revenue hedges	(225)	(1,488)	(3,152)	(2,637)
Net (gains) losses reclassified into income for cost of revenue hedges	(46)	6	(212)	(73)
Net (gains) losses reclassified into income for interest rate swaps	1,565	1,029	3,162	2,006
Net unrealized gains (losses) on cash flow hedges	(126)	(6,075)	(5,957)	(1,557)
Unrealized gains (losses) on investments:				
Unrealized holding gains (losses) during the period	—	—	—	198
Aggregate income tax benefit of the above items	81	1,324	1,228	1,222
Other comprehensive loss	(45)	(4,636)	(4,948)	(1,837)
Comprehensive loss	$ (78,528)	$ (46,370)	$ (154,212)	$ (115,808)

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

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

	Nine Months Ended December 31,	
	2019	**2018**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (149,264)	$ (113,971)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	172,630	142,763
Amortization of debt issuance costs	4,062	3,188
Stock-based compensation	41,499	30,709
Deferred income taxes	(66,171)	(39,987)
Provision for excess and obsolete inventories	19,076	4,881
Restructuring and related charges	47,096	20,711
Cash payments for restructuring charges	(29,885)	(11,222)
Other operating activities	3,201	9,070
Changes in assets and liabilities, net of acquisition:		
Accounts receivable, net	34,634	(35,938)
Inventory, net	(49,320)	11,018
Current and other assets	24,142	30,456
Accounts payable	(10,690)	16,519
Accrued liabilities	(46,906)	72,677
Income taxes	22,251	(21,631)
Cash provided by operating activities	16,355	119,243
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sales of investments	177	125,799
Proceeds from maturities of investments	—	131,017
Purchase of investments	(972)	(698)
Cash paid for acquisition, net of cash acquired	—	(1,642,241)
Capital expenditures	(16,984)	(16,148)
Proceeds from sale of property and equipment	2,142	—
Cash used for investing activities	(15,637)	(1,402,271)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repurchase of common stock	—	(4,780)
Employees' tax withheld and paid for restricted stock and restricted stock units	(9,669)	(13,863)
Proceeds from issuances under stock-based compensation plans	6,617	14,925
Proceeds from debt issuance, net	—	1,244,713
Payment of cash dividends	(17,910)	(16,953)
Repayments of long-term debt	(25,000)	—
Cash (used for) by financing activities	(45,962)	1,224,042
Effect of exchange rate changes on cash and cash equivalents	(444)	(3,519)
Net decrease in cash and cash equivalents	(45,688)	(62,505)
Cash and cash equivalents at beginning of period	202,509	390,661
Cash and cash equivalents at end of period	$ 156,821	$ 328,156
SUPPLEMENTAL DISCLOSURES		
Cash paid for income taxes	$ 9,853	$ 30,902
Cash paid for interest	$ 68,039	$ 54,386

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

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

	Three Months Ended December 31, 2019						
	Common Stock		Additional Paid-In	Accumulated Other Comprehensive	Retained	Treasury	Total Stockholders'
	Shares	Amount	Capital	Loss	Earnings	Stock	Equity
Balances at September 30, 2019	39,917	$ 890	$1,465,978	$ (5,351)	$ 60,545	$ (862,955)	$ 659,107
Net loss	—	—	—	—	(78,483)	—	(78,483)
Net unrealized gains (losses) on cash flow hedges, net of tax	—	—	—	(74)	—	—	(74)
Proceeds from issuances under stock-based compensation plans	28	1	—	—	—	—	1
Repurchase of restricted common stock	(3)	—	—	—	—	—	—
Cash dividends	—	—	—	—	(5,988)	—	(5,988)
Stock-based compensation	—	—	13,902	—	—	—	13,902
Employees' tax withheld and paid for restricted stock and restricted stock units	(13)	—	—	—	—	(388)	(388)
Balances at December 31, 2019	39,929	$ 891	$1,479,880	$ (5,425)	$ (23,926)	$ (863,343)	$ 588,077

	Three Months Ended December 31, 2018						
	Common Stock		Additional Paid-In	Accumulated Other Comprehensive	Retained	Treasury	Total Stockholders'
	Shares	Amount	Capital	Income	Earnings	Stock	Equity
Balances at September 30, 2018	39,807	$ 884	$1,404,713	$ 5,668	$ 218,564	$ (839,769)	$ 790,060
Net loss	—	—	—	—	(41,734)	—	(41,734)
Foreign currency translation adjustments	—	—	—	113	—	—	113
Net unrealized gains (losses) on cash flow hedges, net of tax	—	—	—	(4,750)	—	—	(4,750)
Proceeds from issuances under stock-based compensation plans	17	—	52	—	—	—	52
Repurchase of restricted common stock	(8)	—	—	—	—	—	—
Cash dividends	—	—	—	—	(5,969)	—	(5,969)
Stock-based compensation	—	—	11,718	—	—	—	11,718
Repurchase of common stock	(128)	—	—	—	—	(4,780)	(4,780)
Employees' tax withheld and paid for restricted stock and restricted stock units	(11)	—	—	—	—	(522)	(522)
Deferred tax adjustment	—	—	30	—	—	—	30
Balances at December 31, 2018	39,677	$ 884	$1,416,513	$ 1,031	$ 170,861	$ (845,071)	$ 744,218

	Nine Months Ended December 31, 2019							
	Common Stock		Additional Paid-In	Accumulated Other Comprehensive	Retained	Treasury	Total Stockholders'
	Shares	Amount	Capital	Loss	Earnings	Stock	Equity
Balances at March 31, 2019	39,518	$ 884	$1,431,607	$ (475)	$ 143,344	$ (853,673)	$ 721,687
Net loss	—	—	—	—	(149,264)	—	(149,264)
Foreign currency translation adjustments	—	—	—	(219)	—	—	(219)
Net unrealized gains (losses) on cash flow hedges, net of tax	—	—	—	(4,731)	—	—	(4,731)
Proceeds from issuances under stock-based compensation plans	400	5	751	—	—	—	756
Repurchase of restricted common stock	(32)	—	—	—	—	—	—
Cash dividends	—	—	—	—	(17,910)	—	(17,910)
Stock-based compensation	—	—	41,499	—	—	—	41,499
Employees' tax withheld and paid for restricted stock and restricted stock units	(225)	—	—	—	—	(9,670)	(9,670)
Proceeds from ESPP	268	2	6,023	—	—	—	6,025
Impact of new accounting standards adoption	—	—	—	—	(89)	—	(89)
Other equity changes	—	—	—	—	(7)	—	(7)
Balances at December 31, 2019	39,929	$ 891	$1,479,880	$ (5,425)	$ (23,926)	$ (863,343)	$ 588,077

	Nine Months Ended December 31, 2018						
	Common Stock		Additional Paid-In	Accumulated Other Comprehensive	Retained	Treasury	Total Stockholders'
	Shares	Amount	Capital	Income	Earnings	Stock	Equity
Balances at March 31, 2018	33,251	$ 816	$ 876,645	$ 2,870	$ 299,066	$ (826,427)	$ 352,970
Net loss	—	—	—	—	(113,971)	—	(113,971)
Foreign currency translation adjustments	—	—	—	(1,702)	—	—	(1,702)
Net unrealized gains (losses) on cash flow hedges, net of tax	—	—	—	(13)	—	—	(13)
Proceeds from issuances under stock-based compensation plans	412	3	11,929	—	—	—	11,932
Repurchase of restricted common stock	(70)	—	—	—	—	—	—
Issuance of common stock for acquisition	6,352	64	494,201	—	—	—	494,265
Cash dividends	—	—	—	—	(16,952)	—	(16,952)
Stock-based compensation	—	—	30,708	—	—	—	30,708
Repurchase of common stock	(128)	—	—	—	—	(4,780)	(4,780)
Employees' tax withheld and paid for restricted stock and restricted stock units	(202)	—	—	—	—	(13,864)	(13,864)
Deferred tax adjustment	—	—	39	—	—	—	39
Proceeds from ESPP	62	1	2,991	—	—	—	2,992
Impact of new accounting standards adoption	—	—	—	(124)	2,718	—	2,594
Balances at December 31, 2018	39,677	$ 884	$1,416,513	$ 1,031	$ 170,861	$ (845,071)	$ 744,218

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

PLANTRONICS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. BASIS OF PRESENTATION

In the opinion of management, with the exception of the adoption of ASC 842, *Leases* as discussed below, the accompanying unaudited condensed consolidated financial statements ("financial statements") of Plantronics, Inc. ("the Company") have been prepared on a basis materially consistent with the Company's March 31, 2019 audited consolidated financial statements and include all adjustments, consisting of normal recurring adjustments, necessary to fairly state the information set forth herein. Certain information and footnote disclosures normally included in financial statements prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") applicable to interim financial information and in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") have been condensed or omitted pursuant to such rules and regulations. The financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2019, which was filed with the SEC on May 17, 2019. The results of operations for the interim period ended December 31, 2019 are not necessarily indicative of the results to be expected for the entire fiscal year or any future period.

The financial results of Polycom have been included in the Company's consolidated financial statements from the date of acquisition on July 2, 2018, see Note 3, *Acquisition* for details.

The financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated.

The Company’s fiscal year ends on the Saturday closest to the last day of March. The Company’s current and prior fiscal years end on March 28, 2020 and March 30, 2019, respectively, and both consist of 52 weeks. The Company’s results of operations for the three and nine months ended December 28, 2019 and December 29, 2018 both contain 13 weeks. For purposes of presentation, the Company has indicated its accounting year as ending on March 31 and its interim quarterly periods as ending on the applicable calendar month end.

See Note 2, *Recent Accounting Pronouncements*, for details regarding recognition of a lease liability and corresponding right-of-use ("ROU") asset on the balance sheet of the Company's condensed consolidated financial statements pursuant to the adoption of Topic 842, *Leases* accounting guidance in the first quarter of Fiscal Year 2020.

Foreign Operations and Currency Translation

During the quarter ended June 30, 2019, as a result of a change to the Company's operating structure, the Company determined the functional currency of its China subsidiary is now the U.S. Dollar (“USD"). Assets and liabilities denominated in currencies other than 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. Currency transaction gains and losses are recognized in other non-operating income and (expense), net.

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.

2. RECENT ACCOUNTING PRONOUNCEMENTS

Recently Issued Pronouncements

In June 2016, the Financial Accounting Standards Board ("FASB") issued guidance regarding the measurement of credit losses on financial instruments, 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 Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements and related disclosures.

Recently Adopted Pronouncement

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 condensed 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 condensed consolidated statement of operations.

Under the modified retrospective approach, prior comparative financial information was not retrospectively adjusted. The Company elected the package of practical expedients which allows it to carry forward its historical lease evaluation and classification. In addition, the Company elected to exclude leases with terms of one year or less from its balance sheet and separately account for lease and non-lease components.

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 in determining the present value of the future minimum lease payments, as most of its leases do 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.

3. ACQUISITION

Polycom Acquisition

On July 2, 2018, the Company completed the acquisition of Polycom based upon the terms and conditions contained in the Purchase Agreement dated March 28, 2018 (the "Acquisition"). 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 UC&C category in both hardware end points and services.

At the closing of the Acquisition, Plantronics 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 Private Holdings II, LLC ("Triangle"), Polycom’s sole shareholder, owning approximately 16.0% of the Company's issued and outstanding common stock immediately following the Acquisition. The consideration paid at closing is subject to a working capital, tax and other adjustments. The Acquisition was accounted for as a business combination and the Company has included the financial results of Polycom in its condensed consolidated financial statements since the date of Acquisition.

During the quarter ended June 30, 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 has 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 Remaining Life of Intangibles
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 R&D		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 customers of Polycom existing prior to the Acquisition. 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.

The fair value of in-process R&D 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 in-process technology, less charges representing the contribution of other assets to those cash flows.

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 date of the Acquisition.

Goodwill primarily is 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 nine months ended December 31, 2018, non-recurring pro forma adjustments directly attributable to the Polycom Acquisition included (i) the purchase accounting effect of deferred revenue assumed of $19.3 million, and (ii) the purchase accounting effect of amortization expense of purchase intangible assets of $46.4 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 2019 or of the results of its future operations of the combined business.

(in thousands)	**Pro Forma (unaudited) Nine Months Ended December 31, 2018**
Total net revenues	$ 1,465,841
Operating loss	(125,395)
Net loss	$ (152,712)

4. CASH, CASH EQUIVALENTS, AND INVESTMENTS

The following tables summarize the Company’s cash and trading securities’ amortized 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 December 31, 2019 and March 31, 2019 (in thousands):

December 31, 2019	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Cash & Cash Equivalents	Short-term investments (due in 1 year or less)
Cash	$ 156,821	$ —	$ —	$ 156,821	$ 156,821	$ —
Level 1:						
Mutual Funds	14,643	745	(71)	15,317	—	15,317
Total cash, cash equivalents and investments measured at fair value	$ 171,464	$ 745	$ (71)	$ 172,138	$ 156,821	$ 15,317

March 31, 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 December 31, 2019, and March 31, 2019, all of the Company's investments are classified as trading securities and 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, see Note 5, *Deferred Compensation*.

The Company did not incur any material realized or unrealized gains or losses in the three and nine months ended December 31, 2019, and 2018.

There were no transfers between fair value measurement levels during the three and nine months ended December 31, 2019, and 2018.

All financial assets and liabilities are recognized or disclosed at fair value in the financial statements or the accompanying notes thereto. 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, interest rate swap and 5.50% Senior Notes. The fair value of Level 2 derivative foreign currency contracts and interest rate swap is determined using pricing models that use observable market inputs. For more information regarding the Company's derivative assets and liabilities, see Note 14, *Derivatives*. The fair value of Level 2 long-term debt and 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, see Note 9, *Debt*.

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 9, *Debt*.

5. DEFERRED COMPENSATION

As of December 31, 2019, the Company held investments in mutual funds totaling $15.3 million, all of which related to debt and equity securities that are held in rabbi trusts under non-qualified deferred compensation plans. The total related deferred compensation liability was $15.9 million at December 31, 2019. As of March 31, 2019, the Company held investments in mutual funds totaling $13.3 million. The total related deferred compensation liability at March 31, 2019 was $13.5 million.

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

6. DETAILS OF CERTAIN BALANCE SHEET ACCOUNTS

Accounts receivable, net:

(in thousands)	December 31, 2019	March 31, 2019
Accounts receivable	$ 345,516	$ 393,415
Provisions for promotions, rebates, and other	(96,363)	(50,789)
Provisions for doubtful accounts and sales allowances	(2,835)	(4,956)
Accounts receivable, net	$ 246,318	$ 337,671

As a result of the Acquisition, the Company assumed 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 Polycom's 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.

During the quarter ended December 31, 2019, total transactions entered pursuant to the terms of the Financing Agreement were approximately $36.0 million, of which $26.2 million was related to the transfer of the 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 condensed consolidated balance sheet as of December 31, 2019 was approximately $24.3 million due from the financing company, of which $14.3 million was related to accounts receivable transferred. Total fees incurred pursuant to the Financing Agreement were immaterial for the quarter ended December 31, 2019. These fees are recorded as a reduction to revenue on the Company's condensed consolidated statement of operations.

Inventory, net:

(in thousands)	December 31, 2019	March 31, 2019
Raw materials	$ 112,635	$ 34,054
Work in process	610	274
Finished goods	101,793	142,818
Inventory, net	$ 215,038	$ 177,146

Accrued Liabilities:

(in thousands)		December 31, 2019		March 31, 2019
Short term deferred revenue	$	139,825	$	133,200
Employee compensation and benefits		57,314		68,882
Operating lease liabilities, current		21,074		—
Income tax payable		17,465		5,692
Provision for returns		18,336		24,632
Marketing incentives liabilities		10,059		25,369
Discounts reserve		—		46,894
Accrued interest		7,711		10,425
Warranty obligation		12,982		15,736
VAT/Sales tax payable		6,818		11,804
Derivative liabilities		8,995		3,275
Accrued other		62,815		52,806
Accrued liabilities	$	363,394	$	398,715

The Company's warranty obligation is included as a component of accrued liabilities on the condensed consolidated balance sheets. Changes in the warranty obligation during the nine months ended December 31, 2019 and 2018 were as follows:

	Nine Months Ended December 31,			
(in thousands)		2019		2018
Warranty obligation at beginning of period	$	17,984	$	9,604
Polycom warranty obligation[(1)]		—		9,095
Warranty provision related to products shipped		14,235		13,533
Deductions for warranty claims processed		(16,015)		(14,930)
Adjustments related to preexisting warranties		(590)		(274)
Warranty obligation at end of period[(1)]	$	15,614	$	17,028

(1) 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 condensed consolidated balance sheet. The long-term portion is included in other long-term liabilities.

Operating Leases:

(in thousands)	Balance Sheet Classification		December 31, 2019		March 31, 2019
ASSETS					
Operating right-of-use assets[(1)]	Other assets	$	42,109	$	—
LIABILITIES					
Operating lease liabilities, current[(2)]	Accrued liabilities	$	21,074	$	—
Operating lease liabilities, long-term	Other liabilities	$	36,194	$	—

[(1)] During the three and nine months ended December 31, 2019, the Company made $8.8 million and $19.2 million, respectively, in payments for operating leases included within cash provided by operating activities in its condensed consolidated statements of cash flows.

[(2)] During the three and nine months ended December 31, 2019, the Company recognized $4.7 million and $13.9 million, respectively, in operating lease expense, net of $1.4 million and $4.2 million, respectively, in sublease income within its condensed consolidated statement of operations.

7. GOODWILL AND PURCHASED INTANGIBLE ASSETS

The carrying value of goodwill and other intangibles, excluding fully amortized intangible assets as of December 31, 2019, is set forth in the following table:

As of	December 31, 2019		March 31, 2019		
(in thousands)	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization	Weighted Average Remaining Useful Life
Amortizing Assets					
Existing technology	$ 596,757	$ (177,829)	$ 566,881	$ (86,301)	3.5 years
Customer relationships	245,437	(72,440)	245,481	(36,245)	4.1 years
Trade name/Trademarks	115,600	(19,267)	115,600	(9,633)	7.5 years
Non-amortizing assets					
In-process R&D	—	—	29,892	—	N/A
Total intangible assets	$ 957,794	$ (269,536)	$ 957,854	$ (132,179)	4.2 years
Goodwill	$ 1,279,897	$ —	$ 1,278,380	$ —	N/A

For the three and nine months ended December 31, 2019, the Company recognized $46.1 million and $137.4 million, respectively in amortization expense. For the three and nine months ended December 31, 2018, the Company recognized $42.8 million and $113.8 million, respectively, in amortization expense.

As of December 31, 2019, the Company placed in service $58.0 million of in-process R&D which is being amortized on a straight-line basis.

As of December 31, 2019, expected amortization expense for other intangible assets for each of the next five years and thereafter is as follows:

in thousands	Amount
2020 (remaining three months)	$ 46,296
2021	180,343
2022	166,060
2023	162,352
2024	80,940
Thereafter	52,267
	$ 688,258

8. COMMITMENTS AND CONTINGENCIES

Future Minimum Rental Payments

Future minimum lease payments under non-cancelable operating leases as of December 31, 2019 were as follows:

(in thousands)	Operating Leases[1]
2020 (remaining three months)	$ 6,153
2021	23,233
2022	19,961
2023	7,613
2024	2,724
Thereafter	1,102
Total lease payments	$ 60,786
Less: Imputed interest[2]	(3,518)
Present value of lease liabilities	$ 57,268

[1] *The weighted average remaining lease term was 2.8 years as of December 31, 2019.*
[2] *The weighted average discount rate was 4.7% as of December 31, 2019.*

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 December 31, 2019, the Company had outstanding off-balance sheet third-party manufacturing, component purchase, and other general and administrative commitments of $308.5 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 condensed 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. The case was assigned to Judge Leonard P. Stark. GN sought injunctive relief, total damages in an unspecified amount, plus attorneys’ fees and costs, as well as unspecified legal and equitable relief. 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. 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. The Company filed a motion for attorneys’ fees in November 2017, and that motion was denied by the Court in January 2018. The Company also filed a motion for certain recoverable costs, and the parties stipulated to an amount of approximately $0.2 million which GN paid the Company. On February 12, 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. The appellate court heard argument on the matter on December 11, 2018 and its decision was rendered on July 10, 2019. The Court denied GN’s request for default judgment but granted a new trial to include certain excluded testimony of one witness. The retrial is set to begin on May 28, 2020.

On September 13, 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. The Company disputes the allegations and filed a motion to dismiss the Complaint in November 2018. Plaintiff filed a First Amended Complaint on December 14, 2018. The matter has now been resolved and the settlement is pending court approval. On May 24, 2019, Plaintiff filed an unopposed Motion for Preliminary Approval of Class Action Settlement. On June 17, 2019, the Court denied preliminary approval on the basis that the scope of the release was overly broad. On August 12, 2019, the settlement has received preliminary approval from the court. An amended unopposed Motion for Preliminary Approval has been agreed on by Parties and was filed on July 31, 2019. The Court granted Preliminary Approval on August 13, 2019. The Final Fairness Hearing occurred on December 20, 2019. Final approval from the Court is was obtained on January 31, 2020.

On January 23, 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. Polycom thereafter filed an *inter partes* reexamination of one of the patents, which was then appealed to Federal Circuit Court. Litigation in both matters in the United States and Canada, respectively, had been stayed pending the results of that appeal. Polycom also filed an *inter partes* review (“IPR”) of the second patent on January 31, 2019. FullView had also initiated arbitration proceedings under a terminated license agreement with Polycom alleging that Polycom had failed to pay certain royalties due under that agreement. An arbitration hearing occurred on December 10, 2018, and the arbitration panel awarded an immaterial amount to FullView. On April 29, 2019 the Federal Circuit rendered its opinion affirming the Patent Trial and Appeal Board (“PTAB”) opinion regarding the *inter partes* reexamination. On July 10, 2019, the PTAB denied institution of the IPR of the second patent. FullView filed its First Amended Complaint on November 27, 2019. The Company Answered and filed a Motion to Dismiss and Strike Plaintiff’s Fraudulent Concealment and Tolling Allegations on December 11, 2019.

On June 21, 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. Polycom filed a motion to change venue which was denied in October 2018. Polycom filed a Motion to Transfer Venue Pursuant to a Valid and Enforceable Forum Selection Clause to change venue to the Northern District of California. On July 3, 2019 the Court granted the Motion to Transfer Venue to Northern District of California. Petitions for Inter Partes Review (“IPR”) of the asserted patents were filed by Polycom on June 24, 2019. The U.S. Patent Trial and Appeal Board granted institution of proceedings on all three patents on January 13, 2020. On January 16, 2020, the District Court stayed the case pending resolution of the IPRs.

On November 15, 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 Company disputes the allegations. On January 31, 2020 the Court terminated three plaintiff movants' motion to be appointed as lead plaintiff and requested additional briefing from two movants for authority for appointing two separate movants as joint lead plaintiffs due February 11, 2020.

On December 17, 2019, Cisco Systems, Inc. filed a First Amended Complaint for Trade Secret Misappropriation against Plantronics, Inc. and certain individuals. The Company disputes the allegations. On January 27, 2020, Plantronics, Thomas Puorro, and Wilson Chung filed individual Motions to Dismiss. On January 27, 2020, Jedd Williams filed a Motion to Compel Arbitration and Stay the case or, in the Alternative, to Dismiss. Plantronics joined in Mr. William's Motion to Compel Arbitration on January 28, 2020.

On January 24, 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 disputes the allegations.

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.

9. DEBT

The estimated fair value and carrying value of the Company's outstanding debt as of December 31, 2019 and March 31, 2019 were as follows:

	December 31, 2019		March 31, 2019	
(in thousands)	**Fair Value**	**Carrying Value**	**Fair Value**	**Carrying Value**
5.50% Senior Notes	$ 492,030	$ 495,046	$ 503,410	$ 493,959
Term loan facility	$ 1,123,876	$ 1,125,308	$ 1,152,044	$ 1,146,842

As of December 31, 2019, and March 31, 2019, the net unamortized discount, premium and debt issuance costs on the Company's outstanding debt were $26.5 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”). 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, commencing on November 15, 2015. The Company received net proceeds of $488.4 million from the issuance of the 5.50% Senior Notes, net of issuance costs of $11.6 million which are being amortized to interest expense over the term of the 5.50% Senior Notes using the effective interest method. 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 30 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	105.500%

[1] *If the Company redeems the notes prior to the applicable date, the redemption 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 leaseback 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 Acquisition of Polycom 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 250bps 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 for the aggregate principal amount funded on the Closing Date 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 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, 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 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 for such letter of credit.

The Credit Agreement contains various restrictions and covenants, including requirements that the Company maintain certain financial ratios at prescribed levels and restrictions on the ability of the Company and certain of its subsidiaries to consolidate or merge, create liens, incur additional indebtedness, dispose of assets, consummate acquisitions, make investments and pay dividends and other distributions. The Credit Agreement includes the following financial covenants applicable to the revolving credit facility only: (i) a maximum secured net leverage ratio (defined as, with certain adjustments and exclusions, the ratio of the Company's consolidated secured indebtedness as of the end of the relevant fiscal quarter to consolidated net income before interest, taxes, depreciation, amortization, non-cash charges and certain other items ("EBITDA") for the period of four fiscal quarters then ended) of 3.50 to 1.00 as of the last day of any fiscal quarter ending during the period from December 29, 2018 through June 29, 2019; 3.25 to 1.00 as of the last day of any fiscal quarter ending during the period from June 30, 2019 through March 28, 2020; 3.00 to 1.00 as of the last day of any fiscal quarter ending during the period from March 29, 2020 through April 3, 2021; and 2.75 to 1.00 as of the last day of any fiscal quarter ending on or after April 4, 2021; and (ii) a minimum interest coverage ratio (defined as, with certain adjustments, the ratio of the Company's EBITDA to the Company's consolidated interest expense to the extent paid or payable in cash) of 2.75 to 1.00 as of the last day of any fiscal quarter ending on or after December 29, 2018.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 December 31, 2019, the Company was in compliance with its covenants.

The Company may prepay the loans and terminate the commitments under the Credit Facility Agreement at any time but will incur a 1% prepayment penalty if it refinances within 6 months of entering into this Credit Agreement. During the three months ended December 31, 2019, the Company did not prepay any aggregate principal amount of the term loan facility and did not incur any prepayment penalties. As of December 31, 2019, the Company has five outstanding letters of credit on the revolving credit facility for a total of $1.0 million. The fair value of the term loan facility was determined based on inputs that were observable in the market (Level 2).

10. RESTRUCTURING AND OTHER RELATED CHARGES

Summary of Restructuring Plans

Fiscal Year 2020 restructuring plans

During the nine months ended December 31, 2019, the Company committed to additional actions to rationalize post-Acquisition operations and costs. The costs incurred to date under these plans comprised of severance benefits and asset impairments associated with legal entity rationalization and consumer product portfolio optimization efforts.

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 condensed consolidated statements of operations:

	Three Months Ended December 31,		Nine Months Ended December 31,	
(in thousands)	**2019**	**2018**	**2019**	**2018**
Severance	$ 11,708	$ 7,185	$ 25,480	$ 15,726
Facility	2,147	1,892	2,147	1,932
Other [(1)]	932	3,053	7,798	3,053
Non-cash asset impairment	6,937	—	11,671	—
Total restructuring and other related charges	$ 21,724	$ 12,130	$ 47,096	$ 20,711

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

The Company's restructuring liabilities as of December 31, 2019 is as follows (amounts in thousands):

	As of March 31, 2019	Adoption of ASC 842 [(1)]	Accruals	Cash Payments	Adjustments	As of December 31, 2019
FY 2019 Plans						
Severance	$ 5,889	$ —	$ —	$ (5,720)	$ 154	$ 323
Facility	7,376	(7,376)	—	—	—	—
Other	10	—	—	—	107	117
Total FY2019 Plans	$ 13,275	$ (7,376)	$ —	$ (5,720)	$ 261	$ 440
FY 2020 Plans						
Severance	$ —	$ —	$ 26,250	$ (16,566)	$ (924)	$ 8,760
Facility	—	—	2,147	(77)	—	2,070
Other	—	—	7,450	(7,521)	242	171
Total FY2020 Plans	$ —	$ —	$ 35,847	$ (24,164)	$ (682)	$ 11,001
Severance	$ 5,889	$ —	$ 26,250	$ (22,286)	$ (770)	$ 9,083
Facility	7,376	(7,376)	2,147	(77)	—	2,070
Other	10	—	7,450	(7,521)	349	288
Grand Total	**$ 13,275**	**$ (7,376)**	**$ 35,847**	**$ (29,884)**	**$ (421)**	**$ 11,441**

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

11. COMPENSATION

Stock-based Compensation

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 following table summarizes the amount of stock-based compensation included in the condensed consolidated statements of operations:

	Three Months Ended December 31,		Nine Months Ended December 31,	
(in thousands)	**2019**	**2018**	**2019**	**2018**
Cost of revenues	$ 1,019	$ 1,067	$ 2,994	$ 3,103
Research, development, and engineering	4,584	2,887	12,516	7,877
Selling, general, and administrative	8,299	7,765	25,989	19,729
Stock-based compensation included in operating expenses	12,883	10,652	38,505	27,606
Total stock-based compensation	13,902	11,719	41,499	30,709
Income tax benefit	(2,798)	(1,624)	(5,941)	(7,605)
Total stock-based compensation, net of tax	$ 11,104	$ 10,095	$ 35,558	$ 23,104

Long Term Incentive Plan

Prior to the Acquisition of Polycom, certain Polycom employees were granted incentive rights under the Polycom, Inc. 2016 Long-Term Incentive Plan ("2016 LTIP"). As of the date of Acquisition, Plantronics assumed the role of payer to participants of the 2016 LTIP through its payroll but is indemnified by Triangle for obligations under the 2016 LTIP. The Acquisition accelerated vesting under the 2016 LTIP at 75% of awards held by participants in service as of that date and triggered an initial amount due to such participants. The cash purchase price of the Acquisition was reduced by this initial obligation. The remaining 25% of awards vested upon the one-year anniversary of the Acquisition and was paid in the second quarter of Fiscal Year 2020. Future distributions to its parents of cash made available to Triangle from the release of escrow amounts or the sale of shares issued in the transaction would trigger further compensation due to incentive rights holders under the plan. The Company is indemnified for any obligations in excess of the reduction to purchase price. Any future payments above the initial obligation under the 2016 LTIP require Triangle to fund the Company in order to pay participants for any amount in excess of the purchase price reduction.

12. 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 share repurchase program expanding its capacity to repurchase shares to approximately 1.7 million shares. As of December 31, 2019, there remained 1,369,014 shares authorized for repurchase under the existing stock repurchase.

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

	Nine Months Ended December 31,	
(in thousands, except $ per share data)	**2019**	**2018**
Shares of common stock repurchased in the open market	—	127,970
Value of common stock repurchased in the open market	$ —	$ 4,780
Average price per share	$ —	$ 37.35
Value of shares withheld in satisfaction of employee tax obligations	$ 9,669	$ 13,863

The amounts withheld were equivalent to the employees' minimum statutory tax withholding requirements and are reflected as a financing activity within the Company's condensed consolidated statements 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.

13. ACCUMULATED OTHER COMPREHENSIVE LOSS

The components of accumulated other comprehensive income ("AOCI"), net of immaterial tax effects, are as follows:

(in thousands)	December 31, 2019	March 31, 2019
Accumulated unrealized loss on cash flow hedges [(1)]	$ (10,040)	$ (5,310)
Accumulated foreign currency translation adjustments	4,615	4,835
Accumulated other comprehensive loss	$ (5,425)	$ (475)

[(1)] *Refer to Note 14, Derivatives, which discloses the nature of the Company's derivative assets and liabilities as of December 31, 2019 and March 31, 2019.*

14. 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 December 31, 2019. 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 December 31, 2019, the Company had International Swaps and Derivatives Association ("ISDA") agreements with four applicable banks and financial institutions which contained netting provisions. Plantronics has elected to present the fair value of derivative assets and liabilities on the Company's condensed 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 December 31, 2019, and March 31, 2019, no cash collateral had been received or pledged related to these derivative instruments.

The gross fair value of the Company's outstanding derivative contracts at the end of each period was as follows:

(in thousands)	December 31, 2019	March 31, 2019
Derivative Assets[(1)]		
Non-designated hedges	$ 63	$ 327
Cash flow hedges	537	2,856
Total derivative assets	$ 600	$ 3,183
Derivative Liabilities[(2)]		
Non-designated hedges	$ 1,187	$ 39
Cash flow hedges	1,645	843
Interest rate swap	12,855	8,594
Accrued interest	584	7
Total derivative liabilities	$ 16,271	$ 9,483

[(1)] *Short-term derivative assets are recorded in "other current assets" and long-term derivative assets are recorded in "deferred tax and other assets". As of December 31, 2019, the portion of derivative assets classified as long-term was immaterial.*

[(2)] *Short-term derivative liabilities are recorded in "accrued liabilities" and long-term derivative liabilities are recorded in "other long-term liabilities". As of December 31, 2019, the portion of derivative liabilities classified as long-term was immaterial.*

Non-Designated Hedges

As of December 31, 2019, the Company had foreign currency forward contracts denominated in Euros ("EUR"), British Pound Sterling ("GBP"), and Australian Dollars ("AUD"). 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 December 31, 2019:

(in thousands)	Local Currency		USD Equivalent		Position	Maturity
EUR	€	54,600	$	61,123	Sell EUR	1 month
GBP	£	22,700	$	29,752	Sell GBP	1 month
AUD	A$	4,400	$	3,073	Sell AUD	1 month

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

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

	Three Months Ended December 31,				Nine Months Ended December 31,			
(in thousands)	2019		2018		2019		2018	
Gain (loss) on foreign exchange contracts	$	(2,508)	$	1,784	$	813	$	6,826

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 six to eleven-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)	December 31, 2019		March 31, 2019	
	EUR	GBP	EUR	GBP
Option contracts	€120.5	£40.6	€76.8	£25.8
Forward contracts	€33.7	£13.5	€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 December 31, 2019, and March 31, 2019, the Company had foreign currency swap contracts of approximately MXN 10.6 million and MXN 149.7 million, respectively.

The following table summarizes the notional value of the Company's outstanding MXN currency swaps and approximate USD Equivalent at December 31, 2019:

	Local Currency		USD Equivalent		Position	Maturity
	(in thousands)		(in thousands)			
MX$	$	10,580	$	533	Buy MXN	Monthly over 1 month

Interest Rate Swap

On July 30, 2018, the Company entered into a 4-year amortizing interest rate swap agreement with Bank of America, NA. 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, recognize 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 the nine months ended December 31, 2019. During the nine months ended December 31, 2019, the Company reclassified into interest expense $3.2 million of the $12.9 million unrealized loss on its interest rate swap derivative designated as a cash flow hedge.

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

The following table presents the pre-tax effects of derivative instruments designated as cash flow hedges on accumulated other comprehensive income and the condensed consolidated statements of operations for the three and nine months ended December 31, 2019 and 2018:

	Three Months Ended December 31,		**Nine Months Ended December 31,**	
(in thousands)	**2019**	**2018**	**2019**	**2018**
Gain (loss) included in AOCI as of beginning of period	$ (13,311)	$ 2,825	$ (7,480)	$ (1,693)
Amount of gain (loss) recognized in other comprehensive income (“OCI”) (effective portion)	(1,420)	(5,622)	(5,755)	(853)
Amount of (gain) loss reclassified from OCI into net revenues (effective portion)	(225)	(1,488)	(3,152)	(2,637)
Amount of (gain) loss reclassified from OCI into cost of revenues (effective portion)	(46)	6	(212)	(73)
Amount of (gain) loss reclassified from OCI into interest expense (effective portion)	1,565	1,029	3,162	2,006
Total amount of (gain) loss reclassified from AOCI to income (loss) (effective portion)	1,294	(453)	(202)	(704)
Gain (loss) included in AOCI as of end of period	$ (13,437)	$ (3,250)	$ (13,437)	$ (3,250)

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. During the three and nine months ended December 31, 2019, the Company did not have an ineffective portion of its cash flow hedges. During the three and nine months ended December 31, 2018, the Company recognized an immaterial loss on the ineffective portion of its cash flow hedges.

15. INCOME TAXES

The Company and its subsidiaries are subject to taxation in the U.S. and in various foreign and state jurisdictions. The Company's tax benefit is determined using an estimate of its annual effective tax rate and adjusted for discrete items that are taken into account in the relevant period. The effective tax rates for the three months ended December 31, 2019 and 2018 were (20.1)% and (15.9)%, respectively. The effective tax rates for the nine months ended December 31, 2019 and 2018 were (17.4)% and (20.1)%, respectively.

For the nine months ended December 31, 2019, the Company recognized a discrete $11.6 million net tax benefit related to an intra-entity transfer of an intangible asset that will have a deferred future benefit, which increased our nine month effective tax rate by 6.4%.

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 a $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, which reduced our nine month effective tax rate by 4.8%.

As of December 31, 2019, the Company had approximately $29.5 million in net deferred tax assets ("DTAs"). A significant portion of the Company's DTAs relate to interest expense in the US that is subject to a limitation on deductibility based on income. At this time, based on evidence currently available, the Company considers it more likely than not that it will have sufficient taxable income in the future that will allow the Company to realize the DTAs; however, failure to generate sufficient taxable income could result in some or all DTAs not being utilized in the future. If the Company is unable to generate sufficient future taxable income, a substantial valuation allowance to reduce the Company's DTAs may be required.

The Company's provision for income taxes also included excess tax benefits associated with employee equity plans of $0.1 million and $0.3 million, which reduced our effective tax rate by 0.1 percentage points and 0.7 percentage points, for the three months ended December 31, 2019, and 2018, respectively. The Company's provision for income taxes also included excess tax benefits associated with employee equity plans of ($2.8 million) and $3.3 million, which reduced the Company's effective tax rate by 1.6 percentage points and increased it by 2.3 percentage points, for the nine months ended December 31, 2019, and 2018, respectively.

The Company is subject to the examination of its income tax returns by the Internal Revenue Service and other tax authorities. Significant judgment is required in evaluating our uncertain tax positions and determining the Company's provision for income taxes. During the quarter the Company concluded its Fiscal Year 2016 federal income tax examination by the Internal Revenue Service, the impact was immaterial. As of December 31, 2019, the Company had a total gross unrecognized tax benefits of $36.3 million compared with $25.5 million as of December 31, 2018. The increase is predominantly due to a $9.2 million increase in the first quarter from the cost sharing of prior stock-based compensation. If recognized, the gross unrecognized tax benefits would reduce the effective tax rate in the period of recognition.

16. COMPUTATION OF EARNINGS (LOSS) 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).

The following table sets forth the computation of basic loss per common share for the three and nine months ended December 31, 2019, and 2018:

	Three Months Ended December 31,		Nine Months Ended December 31,	
(in thousands, except per share data)	**2019**	**2018**	**2019**	**2018**
Basic loss per common share:				
Numerator:				
Net loss	$ (78,483)	$ (41,734)	$ (149,264)	$ (113,971)
Denominator:				
Weighted average common shares, basic	39,784	39,314	39,535	37,063
Dilutive effect of employee equity incentive plans	—	—	—	—
Weighted average common shares-diluted	39,784	39,314	39,535	37,063
Basic loss per common share	$ (1.97)	$ (1.06)	$ (3.78)	$ (3.08)
Diluted loss per common share	$ (1.97)	$ (1.06)	$ (3.78)	$ (3.08)
Potentially dilutive securities excluded from diluted loss per common share because their effect is anti-dilutive	1,470	952	834	456

17. REVENUE AND MAJOR CUSTOMERS

The Company designs, manufactures, markets, and sells headsets for business and consumer applications. After the Acquisition, it also markets and sells voice, video, and content sharing UC&C solutions.

With respect to headsets, the Company makes products for use in offices and contact centers, with mobile devices, cordless phones, and with computers and gaming consoles. Major headset product categories include Enterprise Headsets, which includes corded and cordless communication headsets, audio processors, and telephone systems; and Consumer Headsets, which includes Bluetooth and corded products for mobile device applications, personal computer, and gaming headsets. The Voice, Video, and Content Sharing Solutions include products like group series video and immersive telepresence systems, desktop voice and video devices, and universal collaboration servers.

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 three and nine months ended December 31, 2019 and 2018:

	Three Months Ended December 31,		Nine Months Ended December 31,	
(in thousands)	**2019**	**2018**	**2019**	**2018**
Net revenues from unaffiliated customers:				
Enterprise Headsets	$ 126,155	$ 173,479	$ 464,172	$ 511,099
Consumer Headsets	41,125	69,665	128,050	181,385
Voice*	79,494	116,700	281,794	238,009
Video*	69,859	85,597	220,499	171,519
Services*	67,838	56,228	199,432	104,035
Total net revenues	$ 384,471	$ 501,669	$ 1,293,947	$ 1,206,047

**Categories were introduced with the acquisition of Polycom on July 2, 2018, and amounts are presented net of purchase accounting adjustments. Refer to Note 3, Acquisition, of the Condensed 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 three and nine months ended December 31, 2019 and 2018. The following table presents net revenues by geography:

	Three Months Ended December 31,		Nine Months Ended December 31,	
(in thousands)	**2019**	**2018**	**2019**	**2018**
Net revenues from unaffiliated customers:				
U.S.	$ 175,856	$ 223,111	$ 613,810	$ 570,726
Europe and Africa	105,931	146,388	351,883	338,935
Asia Pacific	73,630	90,162	235,931	204,504
Americas, excluding U.S.	29,054	42,008	92,323	91,882
Total international net revenues	208,615	278,558	680,137	635,321
Total net revenues	$ 384,471	$ 501,669	$ 1,293,947	$ 1,206,047

Two customers, ScanSource and Ingram Micro Group, accounted for 19.2% and 12.7%, respectively, of net revenues for the three months ended December 31, 2019. ScanSource and Ingram Micro Group accounted for 19.5% and 15.7%, respectively, of net revenue for the nine months ended December 31, 2019. Two customers, ScanSource and Ingram Micro Group, accounted for 16.4% and 11.5% of net revenues for the three months ended December 31, 2018, respectively. Two customers, ScanSource and Ingram Micro Group, accounted for 15.0% and 10.9% of net revenues for the nine months ended December 31, 2018, respectively.

Three customers, ScanSource, Ingram Micro Group, and Synnex Group accounted for 24.8%, 14.7%, and 12.3%, respectively, of total net accounts receivable at December 31, 2019. 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.

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 account for shipping and handling as fulfillment cost and recognize the related costs 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 a series of distinct services available and delivered daily over the term. 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”). The Company determines if variable consideration is associated with one or many, but not all of the performance obligations and allocates accordingly. Judgment is also required to determine the SSP for each distinct performance obligation. The Company derives SSP for its performance obligations through a stratification methodology and considers a few 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. Its 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.

As of December 31, 2019, the Company's deferred revenue balance was $202.7 million. As of March 31, 2019, the Company's deferred revenue balance was $193.9 million. During the three months ended December 31, 2019, the Company recognized $50.7 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 December 31, 2019:

	December 31, 2019		
(in millions)	**Current**	**Noncurrent**	**Total**
Performance obligations	$ 145.9	$ 62.8	$ 208.7

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 may be recognized in advance of billings. The balance of contract assets as of December 31, 2019 was $2.6 million. 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.

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 has considered a constraint accordingly. Provisions for Sales Returns are presented within accrued liabilities in the Company's condensed 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 condensed consolidated balance sheets. See Note 6, *Details of Certain Balance Sheet Accounts* above 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 $6.8 million as of December 31, 2019. Amortization of capitalized contract costs for the three and nine months ended December 31, 2019 was immaterial.

18. SUBSEQUENT EVENTS

Dividends

On February 4, 2020, the Company announced that the Audit Committee had declared and approved the payment of a dividend of $0.15 per share on March 10, 2020 to holders of record on February 20, 2020.

Income Taxes

During the fiscal month January 2020, the Company transferred certain intangible assets among its wholly-owned subsidiaries to align the Company's structure to its evolving operations. The transfer will result in a step-up in tax basis of intellectual property rights and a substantial correlated increase in deferred tax assets.

Divestiture of Gaming product portfolio

On February 4, 2020, the Company announced that it signed a definitive agreement to sell our Consumer Gaming product portfolio. The transaction, which is expected to close in March of this year, is immaterial to our condensed consolidated financial statements.

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*" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2019, filed with the SEC on May 17, 2019, which could materially affect our business, financial position, or future results of operations.

Except as described below, there have been no material changes in our market risk as described in our Annual Report on Form 10-K for the fiscal year ended March 31, 2019.

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 14, *Derivatives*, of the accompanying notes to condensed consolidated financial statements. During the nine months ended December 31, 2019, we made payments of approximately $2.6 million on our interest rate swap and recognized $3.2 million within interest expense on the condensed consolidated statement of operations. As of December 31, 2019, we had an immaterial amount of interest accrued within accrued liabilities on the condensed consolidated balance sheet. We had an unrealized pre-tax loss of approximately $12.9 million recorded within accumulated other comprehensive income (loss) as of December 31, 2019. 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 $0.9 million.

Interest rates were relatively unchanged in the three and nine months ended December 31, 2019 compared to the same period in the prior year. In the three and nine months ended December 31, 2019 and 2018 we generated interest income of $0.1 million and $0.3 million and $0.6 million and $2.2 million, respectively.

FOREIGN CURRENCY EXCHANGE RATE RISK

We are a net receiver of currencies other than the 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"), Canadian Dollar ("CAD"), 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 or 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 the three and nine months ended December 31, 2019 and 2018. 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, GBP, and AUD 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 December 31, 2019 (in millions):

Currency - forward contracts	Position	USD 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	$ 61.1	$ 6.1	$ (6.1)
GBP	Sell GBP	$ 29.8	$ 3.0	$ (3.0)
AUD	Sell AUD	$ 3.1	$ 0.3	$ (0.3)

Cash Flow Hedges

In the nine months ended December 31, 2019, approximately 50% of our net revenues were derived from sales outside of the U.S. and denominated primarily in EUR and GBP.

As of December 31, 2019, we had foreign currency put and call option contracts with notional amounts of approximately €120.5 million and £40.6 million denominated in EUR and GBP, respectively. Collectively, our option contracts hedge against a portion of our forecasted foreign currency denominated sales. 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 $9.7 million or incur a loss of $11.3 million, respectively.

The table below presents the impact on the Black-Scholes valuation of our currency option contracts of a hypothetical 10% appreciation and a 10% depreciation of the USD against the indicated open option contract type for cash flow hedges as of December 31, 2019 (in millions):

Currency - option contracts	USD Value of Net Foreign Exchange Contracts	Foreign Exchange Gain From 10% Appreciation of USD	Foreign Exchange Loss From 10% Depreciation of USD
Call options	$ 197.2	$ 1.0	$ (6.4)
Put options	$ 182.6	$ 9.5	$ (4.1)
Forwards	$ 55.2	$ 5.5	$ (5.5)

Collectively, our swap contracts hedge against a portion of our forecasted MXN denominated expenditures. As of December 31, 2019, we had cross-currency swap contracts with notional amounts of approximately MXN 10.6 million.

The table below presents the impact on the valuation of our cross-currency swap contracts of a hypothetical 10% appreciation and a 10% depreciation of the USD as of December 31, 2019 (in millions):

Currency - cross-currency swap contracts	USD Value of Cross-Currency Swap Contracts	Foreign Exchange (Loss) From 10% Appreciation of USD	Foreign Exchange Gain From 10% Depreciation of USD
Position: Buy MXN	$ 0.5	$ (0.1)	$ 0.1

Controls and Procedures

(a) Evaluation of disclosure controls and procedures

Our management evaluated, with the participation of our 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 Quarterly Report on Form 10-Q. Based on this evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures are effective as of the end of the period covered by this report 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 our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Changes in internal control over financial reporting

On July 2, 2018, the Company completed its acquisition of Polycom. The Company is in the process of integrating the historical control over financial reporting of Polycom with the consolidated Company. In addition, the Company implemented controls related to the adoption of ASU 2016-05, *Leases* (Topic 842) and the related financial statement reporting. There have been no other changes in the Company's internal control over financial reporting during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, its internal control over financial reporting.

PART II -- OTHER INFORMATION

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 8*, *Commitments and Contingencies*, of the accompanying notes to the consolidated financial statements.

RISK FACTORS

You should carefully consider the risk factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2019, filed with the SEC on May 17, 2019 (the "Form 10-K"), each of which could materially affect our business, financial position, or future results of operations. Except as described below, there have been no material changes to the risk factors included in the Form 10-K.

The Company has credit agreements with debt covenants which must be adhered to.

The Credit Agreement contains certain covenants, some of which become more stringent over time. If cost reduction actions are not sufficient to generate adequate cash to pay down debt, the Company may not be able to meet the required covenants which could lead to the Company being in default of the Credit Agreement.

The Company has significant deferred tax assets the utilization of which depends on future taxable income.

If the Company is unable to generate sufficient future taxable income, a substantial valuation allowance to reduce its deferred tax assets may be required.

The risks described here and in the Form 10-K are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial position, or future results of operations.

UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table presents information with respect to repurchases of our common stock made by us during the third 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 [3]	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs [3]
September 29, 2019 to October 26, 2019	1,134	N/A	—	1,369,014
October 27, 2019 to November 23, 2019	3,504	N/A	—	1,369,014
November 24, 2019 to December 28, 2019	8,206	N/A	—	1,369,014

1 Represents shares of our common stock that were tendered to us in satisfaction of employee tax withholding obligations upon the vesting of restricted stock issued pursuant to equity awards under our 2003 Stock Plan.

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

3 On November 28, 2018, our Board of Directors approved a 1 million share repurchase program expanding our capacity to repurchase shares under a previously approved share repurchase program to approximately 1.7 million shares. Although we may repurchase shares from time to time in open market transactions or through privately negotiated transactions, we did not repurchase any shares of our common stock under the repurchase program during the third quarter of fiscal year 2020. There is no expiration date associated with the repurchase activity under the existing repurchase program.

OTHER INFORMATION

None.

EXHIBITS

We have filed the following documents as Exhibits to this Form 10-Q:

Exhibit Number	Exhibit Description	Incorporation by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.1	Severance Agreement and Release dated December 2, 2019 between Registrant and Jeff Loebbaka					X
10.2	Offer letter dated as of December 27, 2019 between Registrant and Carl Wiese					X
10.3	Executive Severance Agreement and Change of Control Agreement dated as of January 24, 2020 between Registrant and Carl Wiese					X
31.1	Certification of the President and CEO Pursuant to Rule 13a-14(a)/15d-14(a).					X
31.2	Certification of Executive Vice President and CFO Pursuant to Rule 13a-14(a)/15d-14(a).					X
32.1	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350.					X
101.INS	XBRL Instance Document - the XBRL Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Definition Linkbase Document					X
104	Cover Page Interactive Data File, (formatted as Inline XBRL and contained in Exhibit 101)					X

Plantronics, Inc.
FORM 10-Q
CROSS REFERENCE TABLE

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 thereunto duly authorized.

PLANTRONICS, INC.

Date:	February 5, 2020	By:	*/s/ Charles D. Boynton*
		Name:	Charles D. Boynton
		Title:	Executive Vice President and Chief Financial Officer

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Section 2: EX-10.1 (EXHIBIT 10.1)

December 2, 2019

Jeff Loebbaka

Re: Severance Agreement and Release

Dear Jeff:

Consistent with our recent discussions to mutually terminate your role as the Executive Vice President, Global Sales and to transition your responsibilities to another executive as the 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. 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: Your employment will end on December 2, 2019 ("Separation Date"). On the Separation Date you will be paid all of your wages earned, but unpaid, through the Separation Date. During the time-period between the date of this Letter Agreement and the Separation Date ("Transition Period"), you will no longer be the Executive Vice President, Global Sales, you will continue to be registered in our systems as an "Employee," and you will not be required to be on onsite at the Company's headquarter (s) on a full-time basis, however during the Transition Period, you agree to perform transitional duties, as reasonably assigned by the Chief Executive Officer and/or as reasonably necessary to ensure an orderly transition of your responsibilities. You will also continue to receive your present base salary during the Transition Period, unless you are terminated for "Cause," in which case payment of your base salary shall terminate as of the date of termination. You shall also continue to be eligible for all employee benefits and reimbursement of expenses until the Separation Date unless you are terminated for Cause or resign. For the purposes of this Agreement, termination for "Cause" shall have the same meaning as set forth in Section 6(a) of the Executive Severance Agreement entered into by and between you and the Company effective as of June 15, 2018 ("Severance Agreement"). Should you be terminated for Cause during the Transition Period, the Company will not be required to and shall not provide you with the Severance Benefits set forth in Section 8 of this Letter Agreement.

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 agree that you will resign as of the date of this Letter Agreement from all Company boards and/or Officer 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 ceases upon your resignation from these positions. In addition, any indemnification related to time served in those positions will remain for the time served in those positions prior to the Separation Date.

4. **Company Property**: You agree that other than with respect to your Company-provided cell phone, on or before the 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, cellular phones, 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 your 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. 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 or about 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 terminate employment, 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 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 "<u>Equity Agreements</u>"). 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.

<u>Terms Related To Severance Benefits and Release Agreement</u>

8. Severance Benefits: Excluding the pay and benefits set forth above, you are not otherwise entitled to receive any severance pay from the Company. However, in gratitude for your service 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 the Letter Agreement under Section 11 below, the Company will pay or provide as follows (the "<u>Severance Benefits</u>"):

a. Severance Pay: The Company will pay you a lump-sum cash payment equal to twelve (12) months of your annual base salary, or $458,000, following your Separation Date, payable on the first regular payroll date following sixty (60) days after the Separation Date.

b. Bonus: The Company will pay you a lump-sum cash payment equal to $435,100, which is the amount of your annual target incentive bonus for the year in which the Separation Date occurs, payable on the first regular payroll date following sixty (60) days after the Separation Date.

c. Additional Cash Amount: The Company will pay you an additional lump-sum cash payment equal to $20,000, payable on the first regular payroll date following sixty (60) days after the Separation Date.

d. COBRA: If you timely elect continued group health plan continuation coverage under the Consolidated Omnibus Budget Reconciliation Act ("<u>COBRA</u>"), the Company will pay the full amount of your premiums on your behalf for continued coverage under the Company's group health plans, including coverage for your eligible dependents, for twelve (12) months from the Separation Date (calculated from the first day of the month following your Separation Date) or until such earlier date on which you becomes eligible for health coverage from another employer.

e. **Outplacement**: The Company agrees to provide you standard outplacement services in a manner as determined by the Company for a twelve (12)-month period of time. This benefit must be initiated by you within three (3) months of signing this Letter Agreement. 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 the Severance Agreement and will be 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 subject to the end of the Revocation Period.

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 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 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. **Non-Solicitation of Employees**: You agree that for a period of twelve (12) months following your Separation Date, you shall not, either personally or in conjunction with others, solicit, interfere with, or endeavor to cause anyone employed by the Company whom you supervised, with whom you worked in providing service to customers, or about whom you received confidential information, in any such case within the last twelve (12) months preceding the termination of your employment with Company, to leave such employment. Nothing in this Section is meant to prohibit an employee of Company that is not a party to this Agreement from becoming employed by another person or entity.

16. **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.

17. **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.

18. 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 CEO of the Company and you.

c. If any provision of this 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 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 Agreement as provided herein, the invalidity or unenforceability of any provision of this 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 Agreement. To this extent, the provisions and parts thereof of this 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 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. In the event that the Company prevails in any action brought by the Company to enforce any provision of this Agreement or any Company Agreements (including but not limited to an action for a permanent injunction or a temporary restraining order), you agree that you will pay the Company's costs, including attorneys' fees, in addition to any other damages or amounts that may be awarded.

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/ Anja Hamilton

Name: Anja Hamilton

Title: EVP, Chief Human Resources Officer

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/ Jeff Loebbaka

Jeff Loebbaka

Date: 12/6/2019

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Section 3: EX-10.2 (EXHIBIT 10.2)

345 Encinal Street Santa Cruz, CA 95060
+1 (831) 426-5858

poly.com

December 27, 2019

Carl Wiese

Dear Carl,

On behalf of Plantronics, Inc., now branded as Poly, the “Company,” I am pleased to offer you the position of **Executive Vice President, Chief Revenue Officer,** reporting to me. Should you accept this offer of employment, your first day of employment is anticipated to be on or about **January 20, 2020** (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**	$500,000 per year, payable biweekly in accordance with our standard payroll practices and less applicable tax withholding.
• **Executive Incentive Plan**	• 100% of your Annual Base Salary or $500,000, at target performance. • The purpose of the Executive Incentive Plan (“EIP” or the “Plan”) is to focus participants on achieving

annual Company-wide financial performance goals.

- Please refer to the Executive Incentive Plan “Administrative Guidelines” for further details on how bonuses may be earned.

- **Target Total Cash Compensation** $1,000,000 per year based on the compensation elements shown above assuming at target performance.
- **New Hire Restricted Stock Units** $3,500,000 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 installments. The first installment of 50% of shares granted will vest on the last calendar day of the month following the first anniversary of the Award Date. The second installment of 25% of the shares granted will vest on the last calendar day of the month following the 18th month of the Award Date. The

third installment of 25% of the shares granted will vest on the last calendar day of the month following the 24th month of the Award Date. 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 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 will 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 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.

As a condition of your employment, you will also be required to sign and comply with: **Wiese - New Hire Certification - Prior Employer Confidential Information**, which requires, among other things, you to certify that you may have had access to a prior employer's confidential, proprietary or trade secret information, you have not downloaded or otherwise transferred any of that information to any device, you or your prior employer have deleted that information from any of your devices and/or returned that information to your prior employer and you will not use any such information during your employment with the Company.

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/ Carl Wiese

Printed Name: Carl Wiese

Received Offer Date: 1/20/2020

Confirmed Start Date: 1/20/2020

This offer expires one week from the date listed on the first page.

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Section 4: EX-10.3 (EXHIBIT 10.3)

PLANTRONICS, INC.

EXECUTIVE SEVERANCE AGREEMENT

This Executive Severance Agreement (this "Agreement") is made and entered into by and between Carl Wiese ("Executive") and Plantronics, Inc., a Delaware corporation (the "Company"), effective as of January 24, 2020 (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

(1) 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.

(i) 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.

(**i**) 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 payExecutive 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.

(**i**) 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.

(**i**) 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.

(i) 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.

(i) 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;

(i) Executive's engaging in willful misconduct which is demonstrably and materially injurious to the Company;

(**i**) 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

(i) 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

(i) 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) 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 January 24, 2020.

COMPANY PLANTRONICS, INC.

By: /s/ Joseph B. Burton

Joseph B. Burton

Title: President and Chief Executive Officer

EXECUTIVE By: /s/ Carl Wiese

Carl Wiese

Title: Executive Vice President,
Chief Revenue Officer

[*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 Carl Wiese ("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

(1) 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).

(i) 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.

(**i**) 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

(1) 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.

(i) 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.

(**i**) 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.

(**i**) 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.

(i) 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 eachpayment 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.

(**i**) 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;

(i) Executive's engaging in willful misconduct which is demonstrably and materially injurious to the Company;

(**i**) 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

(i) 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 isreplaced 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

(**i**) 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;

(i) 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;

(i) 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 outof 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 January 24, 2020.

COMPANY PLANTRONICS, INC.

By: /s/ Joseph B. Burton

Joseph B. Burton

Title: Chief Executive Officer

EXECUTIVE By: /s/ Carl Wiese

Carl Wiese

Title: Executive Vice President,
Chief Revenue Officer

[*Signature Page to Change of Control Severance Agreement*]

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Section 5: EX-31.1 (EXHIBIT 31.1)

Exhibit 31.1

Certification of the President and CEO

I, Joe Burton, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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.

February 5, 2020

/s/ Joe Burton

Joe Burton

President, Chief Executive Officer and Director

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Section 6: EX-31.2 (EXHIBIT 31.2)

Exhibit 31.2

Certification of the Executive Vice President and CFO

I, Charles D. Boynton, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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.

February 5, 2020

/s/ Charles D. Boynton
Charles D. Boynton
Executive Vice President and Chief Financial Officer

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Section 7: EX-32.1 (EXHIBIT 32.1)

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, Joe Burton, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Plantronics, Inc. on Form 10-Q for the three months ended December 31, 2019 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Plantronics, Inc.

By:	*/s/ Joe Burton*
Name:	Joe Burton
Title:	President, Chief Executive Officer and Director
Date:	February 5, 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 Quarterly Report of Plantronics, Inc. on Form 10-Q for the three months ended December 31, 2019 fully complies with the requirements of Section 13 (a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q 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:	February 5, 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.

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