

STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED, by and between Amy Joseph and Robert O'Brien (collectively, "**Class Representatives**"), individually and on behalf of the class they seek to represent (defined below as "**Class Members**"), on the one hand, and Monster, Inc. ("**Monster**"), Best Buy Stores, L.P. and BestBuy.com, LLC (collectively, "**Defendants**"), on the other hand, through their duly-authorized counsel, that the proceedings in *Amy Joseph v. Monster, Inc. and Best Buy Co., Inc.*, Case No. 2015 CH 13991, pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, including the amended pleading referenced in Paragraph 45 below (collectively, the "**Action**") is settled, fully and finally, on the terms and conditions set forth in this **Agreement** and the exhibits hereto, subject to the occurrences set forth herein that permit **Defendants** or the **Class Representatives** to terminate this **Agreement**, and further subject to and expressly conditioned upon the approval of the **Court** and the entry of **Final Judgment**.

I. INTRODUCTION

A. **Defendants** expressly deny any wrongdoing and do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been alleged against them in the **Action**. Nevertheless, **Defendants** consider it desirable to resolve the **Action** on the terms stated herein in order to avoid further expense, inconvenience, and interference with their business operations and to dispose of burdensome litigation. Therefore, **Defendants** have determined that a settlement of the **Action** on the terms set forth herein is in their best interests.

B. This **Agreement** reflects a compromise between the **Parties** and shall in no event be construed as or deemed an admission or concession by any **Party** of the truth of any of the pleadings in the **Action** or of any fault on the part of **Defendants** and all such allegations or the validity of any purported claim or defense asserted are expressly denied. Nothing in this

Agreement shall constitute an admission of liability or may be used as evidence of liability by or against any **Party** hereto.

C. Class Counsel and Class Representatives believed that their claims were valid and were likely to prevail. Nevertheless, based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the **Action**, **Class Representatives** and **Class Counsel**, on behalf of the putative **Class**, have agreed to settle the **Action** pursuant to the provisions of this **Agreement**, after considering, among other things: (1) the substantial benefits to the **Class** under the terms of this **Agreement**; (2) the risks, costs, and uncertainty of protracted litigation, especially in complex actions such as this **Action**, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating this **Agreement** promptly in order to provide expeditious and effective relief to the **Class**.

D. The Parties have therefore agreed to a settlement in which **Monster** will pay claims that are validly submitted by **Class Members**. **Monster** will separately pay the reasonable **Administration Costs**, **Class Counsel's Fee and Expense Award**, and **Class Representatives' Service Awards**.

E. This Settlement was reached over the course of more than five months of arm's length settlement negotiations among and between **Class Counsel**, **Class Representatives**, **Defendants**, and **Defendants' Counsel**, including a mediation session that was held on March 14, 2016, before the Honorable Richard J. Billik, Jr. (Ret.) that did not result in an agreement. After continued negotiations, the **Parties** agreed to material terms set forth in a Memorandum of Understanding For Settlement Agreement and Mutual Release on June 21, 2016, and then engaged in continued negotiations concerning the specific terms of the definitive Settlement reflected in this **Agreement**.

II. DEFINITIONS AND CONVENTIONS

A. DEFINITIONS

As used in this **Agreement**, capitalized bolded terms have the following meanings, unless specifically provided otherwise:

1. “**Action**” means the putative class action complaint, including the amended pleading referenced in Paragraph 45 below, filed in: *Amy Joseph v. Monster, Inc. and Best Buy Co., Inc.*, Case No. 2015 CH 13991, pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

2. “**Administration Cost**” or “**Administrative Costs**” means the reasonable, actual, and direct costs charged by the **Settlement Administrator** for its services and includes the costs of **Class Notice**, implementing the **Claim Process**, and carrying out any other responsibility consistent with the terms of this **Agreement**. **Administration Costs** do not include other fees, costs or expenses, including **Attorneys’ Fees and Costs**, **Court costs**, or **Service Awards**.

3. “**Administrator**” or “**Settlement Administrator**” means the third-party agent or administrator retained by **Defendants** to administer the **Settlement**, including providing **Class Notice** to the **Class Members**, processing and evaluating **Claims** and other documents, and performing other tasks that are provided for in this **Agreement**, otherwise agreed to by the **Parties** and **Administrator**, or ordered by the **Court**.

4. “**Agreement**” means the terms and conditions of this document entitled “Stipulation of Class Action Settlement and Release.”

5. “**Attorneys’ Fees and Costs**” means such funds as may be awarded by the **Court** to **Class Counsel** to compensate **Class Counsel** for their fees and expenses incurred in connection with the **Action** and the **Settlement**, not to exceed Three Hundred Twenty-five Thousand Dollars (\$325,000).

6. “**Claim**” means the claim of a **Class Member** or his or her legal representative submitted in compliance with the procedure provided in this **Agreement** as described in Section V.

7. “**Claimant**” means a **Class Member** or his or her legal representative who submits a **Claim**.

8. “**Claim Deadline**” means thirty (30) days after entry of a **Final Approval Order**, unless a different date is ordered by the **Court**.

9. “**Claim Form**” means the document by which **Class Members** may submit a **Claim**, substantially in the form attached hereto as **Exhibit 1**.

10. “**Claim Process**” means the process for submitting and reviewing **Claims** as described in Section V of this **Agreement**.

11. “**Class Counsel**” refers to the following who seeks to be appointed as **Class Counsel**:

Thomas A. Zimmerman, Jr.
Zimmerman Law Offices, P.C.
77 West Washington Street, Suite 1220
Chicago, Illinois 60602

Robert A. Clifford
Clifford Law Offices, P.C.
120 N. LaSalle Street, Suite 3100
Chicago, Illinois 60602

12. “**Class**” or “**Class Member**” or “**Class Members**” means: All persons who purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in the United States from August 25, 2011 to the date of **Preliminary Approval** of the **Settlement**. Excluded from the **Class** are: (a) any persons who are employees, directors, officers, and agents of **Defendants** or their subsidiaries and affiliated companies; (b) any persons who timely and properly exclude themselves from this **Settlement**; (c) the **Court**, the **Court’s** immediate family, and **Court** staff, and (d) all persons who purchased a Monster HDMI Cable by or through Target or Walmart stores. Photographs of the product packaging that is included in this **Settlement** will

be posted on the Settlement Website at www.HDMICablessettlement.com.

13. “**Class Notice**” means all types of notice that will be provided to the **Class Members** pursuant to Illinois state law, the **Preliminary Approval Order**, and this **Agreement**, including email notice, publication notice, website notice, and any additional notice that may be ordered by the **Court**.

14. “**Class Period**” means the time period between August 25, 2011 and the date of **Preliminary Approval**.

15. “**Class Representatives**” or “**Plaintiffs**” mean Plaintiffs Amy Joseph and Robert O’Brien, collectively.

16. “**Court**” means the Circuit Court of Cook County, Illinois, County Department, Chancery Division

17. “**Defendants**” mean Monster, Inc., Best Buy Stores, L.P., and BestBuy.com, LLC, collectively.

18. “**Defendants’ Counsel**” means:

Luanne Sacks
Michele Floyd
Neel Limaye
Sacks, Ricketts & Case, LLP
177 Post Street, Suite 650
San Francisco, California 94108

19. “**Effective Date**” means the earliest of the following: (1) the date of entry of the **Final Approval Order** and **Final Judgment** if no objections are filed to the **Settlement** or if all objections are withdrawn prior to the **Court** ruling on them; or (2) thirty-one (31) calendar days after the entry of the **Final Approval Order** and **Final Judgment** if objections are filed and overruled and no appeal is taken from the **Final Approval Order** and/or **Final Judgment**; or (3) if a timely appeal is made, thirty-one (31) calendar days after the date any appeal is voluntarily dismissed; or (4) if a timely appeal is made and heard, thirty-one (31) calendar days after the final resolution of that appeal and any subsequent appeals or petitions for certiorari from the **Final Approval** and/or **Final Judgment**.

20. “**Execution Date**” means the date upon which the last signature is placed on this **Agreement**.

21. “**Fee And Expense Award**” means an award of attorneys’ fees and the reimbursement of litigation costs and expenses authorized by the **Court** to be paid to **Class Counsel** for the services provided in representing the **Class**. **Defendants** will not oppose an application for a **Fee and Expense Award** that does not exceed Three Hundred Twenty-five Thousand Dollars (\$325,000), paid in two installments: (1) Two Hundred Thousand Dollars (\$200,000) thirty (30) days after the **Effective Date**, but in no event before January 2, 2017; and (2) One Hundred Twenty-Five Thousand Dollars (\$125,000) sixty (60) days after the date of the first payment.

22. “**Final Approval Hearing**” or “**Fairness Hearing**” means a hearing held before the **Court** during or following which the **Court** will: (1) make a final decision regarding whether to finally approve this **Agreement** as fair, reasonable, and adequate; (2) determine the amount of any **Fee And Expense Award** and any **Service Award**; and (3) rule on the merit of any objections to this **Agreement**.

23. “**Final Approval**” or “**Final Approval Order**” means an order issued by the **Court** finally approving this **Agreement** as binding upon the **Parties**.

24. “**Final Judgment**” means the **Court**’s order finally disposing of the **Action**.

25. “**Long Form Class Notice**” means a notice substantially in the form of **Exhibit 2** attached hereto and approved by the **Court**, which the **Settlement Administrator** shall make available on the **Settlement Website** pursuant to the terms of this **Agreement**. The **Long Form Class Notice** will at a minimum contain the following:

- (a) a concise statement of the background of the **Action**, the certification of the **Class** for settlement purposes, and the **Settlement**;
- (b) a description of the nature and scope of the claims, causes of action, and facts compromised in the **Settlement** that will be subject to the release;

- (c) a description of the relief provided by the **Settlement**;
- (d) instructions to the **Class Members** on how to submit a **Claim** or an exclusion request and of their right to object to the **Settlement**;
- (e) an explanation of the impact of the **Settlement** on participation in any existing and future litigation, arbitration, regulatory action, remediation, or other proceeding(s);
- (f) a statement that any relief to the **Settlement Class** is contingent on the **Court's Final Approval**;
- (g) a statement that **Monster** will pay **Class Counsel's Fee and Expense Award** and that individual **Class Members** will not be responsible themselves for paying any attorneys' fees, costs, litigation expenses, administration expenses (unless they elect to retain their own attorney at their own expense), or **Service Awards** for the **Class Representatives**;
- (h) the date, time, and place of the **Final Approval Hearing**, notice of **Class Members'** right to object to the **Settlement**, their right to appear in support of any timely and validly submitted objection, and their right to appear at the **Final Approval Hearing** as provided by this **Settlement** or ordered by the **Court** in the **Preliminary Approval Order**, on their own or through counsel of their own selection (at their own expense), and the procedures for doing so as further described below;
- (i) advise that any **Final Judgment** entered in the **Action** will be binding on all **Class Members** who do not timely exclude themselves from the **Settlement**; and
- (j) inform the **Class Members** that they will be releasing all current and future claims against the **Released Parties** concerning or relating in any way to the **Released Claims**.

26. “**Notice Date**” is the date by which the initial **Class Notice** shall be completed by the **Administrator** and shall be sixty (60) days after **Preliminary Approval** unless a different date is order by the **Court**.

27. “**Objection Deadline**” means forty-five (45) days following the date that the **Class Notice** was first disseminated to the **Class**, unless a different date is ordered by the **Court**.

28. “**Opt-out Deadline**” or “**Exclusion Deadline**” means forty-five (45) days following the date that the **Class Notice** was first disseminated to the **Class**, unless a different date is ordered by the **Court**.

29. “**Party**” or “**Parties**” means individually or collectively the **Class Representatives** and **Defendants** as defined herein.

30. “**Payment Date**” is the date by which: (i) the **Settlement Administrator** will mail checks to **Valid Claimants**; (ii) the **Service Awards** due to the **Class Representatives** will be paid by **Monster**; (iii) the first installment of the **Fee and Expense Award** due to **Class Counsel** will be paid by **Monster**; and replacement cables will be mailed by **Monster** to **Valid Claimants** selecting Option B. The **Payment Date** is thirty (30) days after the **Effective Date** but in no event before January 2, 2017.

31. “**Preliminary Approval**” or “**Preliminary Approval Order**” means an order entered by the **Court** preliminarily approving the terms and conditions of this **Agreement** and the **Settlement**, substantially in the form of **Exhibit 3** attached hereto.

32. “**Publication Notice**” means display of the content of the **Short Form Notice** in online and print media pursuant to a notice plan to be agreed upon by the **Parties**.

33. “**Released Claims**” means all claims, known or unknown, that relate to or arise from the sale or marketing of **Monster HDMI Cables** and/or that relate to, are based on, concern, or arise out of the allegations, facts, circumstances, or claims that were asserted or that could have been asserted in the complaint (including the Amended Complaint) in this **Action**,

regardless of legal theory and regardless of whether individually and/or on a class-wide basis, against the **Released Parties**.

34. **“Released Parties”** means **Defendants** and each of their current and former parents, direct and indirect subsidiaries, divisions, and affiliated individuals and entities, legal successors, predecessors, assigns, joint venturers, and each and all of their respective officers, partners, directors, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers.

35. **“Service Award”** means an award to the **Class Representatives** authorized by the **Court** to be paid to the **Class Representatives** for the services they provided in representing the **Class**. **Defendants** will not oppose an application for a **Service Award** that does not exceed Three Thousand Dollars (\$3,000) for each **Class Representative**.

36. **“Settlement”** means the terms and conditions set forth in this **Agreement**.

37. **“Settlement Benefit”** means payments, and credits made and distributed to **Valid Claimants** pursuant to the terms of this **Agreement**.

38. **“Settlement Class”** means all **Class Members** except: (i) persons who properly exclude themselves from the **Settlement**; (ii) any persons who are employees, directors, officers, or agents of **Defendants** or their subsidiaries and affiliated companies; (iii) any judge, justice, judicial officer, or judicial staff of the **Court** and the **Court’s** immediate family members; or (iv) all persons who purchased a Monster HDMI Cable by or through Target or Walmart stores.

39. **“Settlement Website”** means the website established by the **Settlement Administrator** consistent with the entry of the **Preliminary Approval Order** to provide information regarding the **Settlement**, including information regarding submitting a **Claim** for **Settlement Benefits**, and requesting exclusion from or objecting to the **Settlement**.

40. **“Short Form Notice”** means the summary form of notice of the **Settlement** that will be transmitted by email to **Class Members** and appear as the **Publication Notice**. The

Short Form Notice shall be substantially in the form attached hereto as **Exhibit 4**.

41. “**Valid Claimant(s)**” means all **Class Members** who have not excluded themselves from the **Settlement** and who the **Settlement Administrator** determines have submitted a timely and valid **Claim** for **Settlement Benefits**.

B. CONVENTIONS

42. All personal pronouns used in this **Agreement**, whether used in the masculine, feminine, or neuter gender, shall include all other genders and the singular shall include the plural and vice versa except where expressly provided to the contrary.

43. All references herein to sections, paragraphs, and exhibits refer to sections, paragraphs, and exhibits of and to this **Agreement**, unless otherwise expressly stated in the reference.

44. The headings and captions contained in this **Agreement** are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this **Agreement** or the intent of any provision thereof.

III. THE FIRST AMENDED COMPLAINT

45. As part of this **Settlement**, the **Class Representatives** shall seek leave to file a First Amended Complaint asserting nationwide claims on behalf of the **Class Members** under the laws of all fifty (50) states. The First Amended Complaint shall also substitute Best Buy Co., Inc. out as a **Defendant** and substitute in Best Buy Stores, L.P. and BestBuy.com, LLC as **Defendants**. The **Class Representatives’** proposed First Amended Complaint is attached hereto as **Exhibit 5**.

46. As a material part of this **Settlement**, **Defendants** stipulate to and do not oppose the filing of the First Amended Complaint provided that a **Preliminary Approval Order**, **Final Approval Order**, and **Final Judgment** are entered.

47. The **Parties** agree that if a **Preliminary Approval Order**, **Final Approval Order**, or **Final Judgment** are not entered, the **Class Representatives** shall withdraw the First

Amended Complaint within five (5) days after the denial of **Preliminary Approval** or **Final Approval** and that if the **Court** does not allow withdrawal of the First Amended Complaint, then **Defendants** reserve all rights to challenge the validity of that pleading. Plaintiffs' withdrawal of the First Amended Complaint shall be without prejudice to their right to file an amended complaint.

IV. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

48. The parties reached this **Agreement** after Plaintiff Amy Joseph filed a motion for class certification with her initial complaint, but before the **Plaintiffs** filed a motion for class certification with their First Amended Complaint. Accordingly, as part of this **Settlement**, the **Class Representatives** shall include a request for certification as part of their Motion for **Preliminary Approval** that seeks certification of the **Class** pursuant to Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only.

49. As a material part of this **Settlement, Defendants**, while reserving all defenses if this **Agreement** is not finally approved, hereby stipulate and consent, solely for purposes of and in consideration of the **Settlement**, to certification for settlement purposes only of the above-defined **Class**. **Defendants'** stipulation and consent to class certification is expressly conditioned upon the entry of a **Preliminary Approval Order**, a **Final Approval Order**, and **Final Judgment**. As part of its stipulation for settlement purposes only, **Defendants** further consent to the appointment of **Class Counsel** to represent the **Class** and to the approval of **Plaintiffs** as suitable **Class Representatives**.

50. The certification of the **Class** for settlement purposes only, the appointment of the **Plaintiffs** as **Class Representatives**, and the appointment of **Class Counsel** shall be binding only with respect to this **Settlement** and this **Agreement**. If the **Court** fails to enter a **Preliminary Approval Order** or a **Final Approval Order**, or if this **Agreement** and the **Settlement** proposed herein is terminated, canceled, or fail to become effective for any reason whatsoever, the class certification, to which the **Parties** have stipulated solely for the purposes of

this **Settlement**, this **Agreement**, and all of the provisions of any **Preliminary Approval Order** or any **Final Approval Order** shall be vacated by their own terms and the **Action** shall revert to its status as it existed prior to the date of this **Agreement** with respect to class certification, appointment of **Plaintiffs** as **Class Representatives**, and appointment of **Class Counsel**. In that event, **Defendants** shall retain all rights they had immediately preceding the execution of this **Agreement** to object to the maintenance of the **Action** as a class action, the appointment of **Plaintiffs** as **Class Representatives**, and the appointment of **Class Counsel** and, in that event, nothing in this **Agreement** or other papers or proceedings related to this **Settlement** shall be used as evidence or argument by any of the **Parties** concerning whether the **Action** may properly be maintained as a class action under applicable law, whether any of the **Plaintiffs** are adequate or typical **Class Representatives**, or whether **Class Counsel** is adequate.

V. CLASS RELIEF AND DISTRIBUTION OF SETTLEMENT BENEFITS

51. **Class Benefits.** In full, complete, and final settlement and satisfaction of the **Action** and all **Released Claims**, and subject to all of the terms, conditions, and provisions of this **Agreement**, including certification for settlement purposes only as provided for in Section IV and **Preliminary Approval** and **Final Approval**, **Monster** agrees to provide the following consideration to the **Class Members**, who may choose one of the following options:

Option A:

- \$10 for each Monster Gold HDMI Cable purchased (approximately 62.5% of the average cost differential between the weighted average MSRP of the 10.2 Gbps cables and the weighted average MSRP of the Gold Cables);
- \$10 for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$13 for each Monster Platinum HDMI Cable purchased (approximately 39% of the average cost differential between the weighted average MSRP of the 10.2

Gbps cables and the weighted average MSRP of the Platinum Cables);

- \$18 for each Monster Black Platinum HDMI Cable purchased (approximately 22.5% of the average cost differential between the weighted average MSRP of the 10.2 Gbps cables and the weighted average MSRP of the Black Platinum Cables).

Option B:

- \$15 for each Monster Gold HDMI Cable purchased;
- \$15 for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$25 for each Monster Platinum HDMI Cable purchased;
- \$35 for each Monster Black Platinum HDMI Cable purchased.

Option B Claimants must return their existing HDMI Cable to the **Settlement Administrator**. In addition to the monetary benefit set forth above, Option B Claimants will receive a replacement 10.2 Gbps cable and a postage reimbursement of up to \$5.00.

Option C:

- \$20 credit on Monsterproducts.com for each Monster Gold HDMI Cable purchased;
- \$20 credit on Monsterproducts.com for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$25 credit on Monsterproducts.com for each Monster Platinum HDMI Cable purchased;
- \$30 credit on Monsterproducts.com for each Monster Black Platinum HDMI Cable purchased.

52. **Monster** will pay all valid claims submitted under the **Settlement**. **Monster** will also pay **Class Counsel's Attorneys' Fees and Costs, Service Awards, and Administrative**

Costs separately.

53. **Prospective Relief.** **Monster** will modify the language on the relevant **Monster HDMI Cable boxes** in a manner acceptable to the **Parties**.

54. Each **Class Member** must submit a **Claim Form**, either by U.S. mail or electronically through upload through the **Settlement Website**, to make a claim for compensation under Options A, B, or C, set forth in Paragraph 51. The **Claim Form** shall be substantially in the form attached hereto as **Exhibit 1**.

55. Only **Class Members** who submit valid **Claim Forms** will receive a **Settlement Benefit**. To be valid, a **Claim Form** must include:

- (a) **Claimant's** name and address;
- (b) **Claimant's** phone number;
- (c) **Claimant's** email address;
- (d) The type of **Monster HDMI Cable** purchased; and
- (e) For Option A, proof of purchase, such as a receipt, credit card statement, photograph of the **HDMI Cable box**, or photograph of an end of the **HDMI Cable** that shows the **Monster cable logo** (see www.monsterproducts.com/products/cables for an example). If a claimant submits a photograph of a cable end as proof of purchase and the **Settlement Administrator** is unable to determine from the photograph whether the cable is a **Monster cable** with a bandwidth in excess of 10.2 Gbps, then the **Settlement Administrator** may contact the **Claimant** for additional information regarding the cable. The **Settlement Administrator** has discretion to accept or deny the claim. All **Claims** will include a statement that the information the **Claimant** is submitting is true and correct to the best of the **Claimant's** knowledge.

56. There is no cap on the number of **Claims per Claimant** or household submitted

under Options A or B set forth in Paragraph 51 so long as proof of purchase or a returned HDMI Cable is provided for each **Claim** submitted. **Claims** for credit under Option C set forth in Paragraph 51 are limited to one per **Claimant** or household unless the **Claimant** submits an acceptable form of proof of purchase for each **Claim** submitted. Acceptable proof of purchase includes a receipt, credit card statement, photograph of the HDMI Cable box, or photograph of an end of the HDMI Cable that shows the **Monster** cable logo (see www.monsterproducts.com/products/cables for an example). If a claimant submits a photograph of a cable end as proof of purchase and the Settlement Administrator is unable to determine from the photograph whether the cable is a **Monster** cable with a bandwidth in excess of 10.2 Gbps, then the Settlement Administrator may contact the Claimant for additional information regarding the cable. The Settlement Administrator has discretion to accept or deny the claim.

57. The **Settlement Administrator** shall submit to **Defendants' Counsel** and to **Class Counsel** a weekly report of the number of **Claims** that are submitted; with personally identifying information redacted.

58. The **Settlement Administrator** will have discretion to determine the validity of all **Claims** in accordance with the requirements set forth above, including whether the requirements for submitting valid **Claim** have been satisfied for any particular **Claimant** and including whether proof of purchase provided is adequate. The **Settlement Administrator** will establish a process for the acceptance or rejection of **Claim Forms** with input from **Class Counsel** and **Defendants' Counsel**. **Class Representatives** and **Defendants** will each have the right, within an agreed upon amount of time, to challenge any **Claim Form** on account of indicia of fraud, insufficient information provided in the **Claim Form**, and such other criteria as the **Parties** may agree. To the extent the **Parties** are unable to agree whether to accept or reject a challenged **Claim Form**, the decision of the **Settlement Administrator** shall be final.

59. **Distribution of Payments to the Class.** No later than ten (10) days after the **Claims Deadline**, the **Settlement Administrator**, using the information submitted by **Class**

Members, shall create and provide to **Class Counsel** and **Defendants' Counsel** a complete and final list of **Valid Claimants** that includes each **Class Member's** name, payment amount and selected Option. **Defendants' Counsel** and **Class Counsel** shall take appropriate steps to safeguard the list and shall not use it for any purpose other than the administration and implementation of this **Agreement**. **Class Counsel** agrees to return this list to the **Settlement Administrator** within sixty (60) days after the **Effective Date**.

60. No later than fourteen (14) days after the **Effective Date**, but in no event before January 2, 2017, **Monster** shall provide to the **Settlement Administrator** funds sufficient to pay all **Claims** set forth on the list provided pursuant to Paragraph 59, above.

61. By the **Payment Date**, the **Settlement Administrator** shall email **Monster** online store promotion codes to Option C **Valid Claimants**, shall mail replacement cables to Option B **Valid Claimants** and shall mail postcard checks, via First Class U.S. Mail, proper postage prepaid, to the **Valid Claimants**, at the mailing address indicated in each **Valid Claimant's Claim Form** or as updated by the Claimant. Checks to **Valid Claimants** shall be valid for a period of one hundred and twenty (120) days from the date appearing on the payment check. For any postcard check or cable that is returned undeliverable with forwarding address information, the **Settlement Administrator** shall re-mail the postcard check to the provided address. For any postcard check that is returned undeliverable without forwarding address information, the **Settlement Administrator** shall make reasonable efforts to identify updated address information and re-mail the postcard check to the extent an updated address is identified.

62. If payment checks are returned undeliverable or have not been cashed one hundred and twenty (120) days after the date appearing on the payment check, the **Parties** agree that the **Settlement Administrator** shall void the check.

VI. CLASS NOTICE

63. The **Parties**, subject to **Court** approval, agree to the following **Class Notice** procedures which the **Parties** agree is the best notice practicable.

64. **General Notice Plan.** The **Parties** will confer with the **Settlement Administrator** as to an appropriate notice plan that satisfies due process. At a minimum, the notice plan will include:

- (a) Direct notice via email to **Class Members** that are reasonably identifiable from **Defendants'** records;
- (b) Publication notice via online media and print publications to be agreed upon by the **Parties** and as deemed appropriate and necessary by the **Settlement Administrator**; and
- (c) The creation of a **Settlement Website**.

65. The **Settlement Administrator** will provide one follow-up round of email notice to those **Class Members** who have not submitted claims and for whom the **Settlement Administrator** did not receive a bounce back in response to the first round of email notice.

66. The **Settlement Administrator** will provide an affidavit about the due process reach of the **Class Notice** in support of **Final Approval**.

67. **Dissemination of the Short Form Notice:**

- (a) As soon as reasonably practicable but in no event more than 40 days after the date of the **Preliminary Approval Order** or on such date otherwise ordered by the **Court**, **Defendants** shall provide the **Settlement Administrator** with an electronic list or database that is reasonably calculated to include the email addresses of all the **Class Members** known by **Defendants** as of the date of **Preliminary Approval**. The class data shall not be provided to the **Class Representatives**, **Class Counsel**, or anyone other than the **Settlement Administrator**.
- (b) By no later than the **Notice Date**, the **Settlement Administrator** shall send the **Short Form Class Notice**, in the form approved by the **Court**, to **Class Members** via email that includes a link to the **Settlement Website**.

The subject line for all emails covered by this Paragraph shall be:
“Important - Notice of Class Action Settlement.”

- (c) **Publication of Short Form Notice.** The **Settlement Administrator** shall cause the **Short Form Notice** to be published in appropriate online media to be determined by the **Parties** and the **Settlement Administrator**.

68. **Dissemination of Long Form Notice.** By no later than the **Notice Date**, the **Settlement Administrator** shall post on the **Settlement Website** the **Long Form Notice** approved by the **Court**.

69. Both the **Short Form Notice** and the **Long Form Notice** (collectively, the “**Notices**”) shall include the following information:

- (a) **General Terms:** The **Notices** shall contain a plain, neutral, objective, and concise description of the nature of the **Action** and the **Settlement**.
- (b) **Opt-Out Rights:** The **Notices** shall inform **Class Members** that they have the right to opt-out of the **Class** and the **Settlement** and shall provide the deadline and procedures for exercising this right.
- (c) **Objection to Settlement:** The **Notices** shall inform the **Class Members** of their right to object to the **Settlement**, **Class Counsel**’s requested **Fee and Expense Award**, and/or the requested **Service Awards** for **Plaintiffs** and of their right to appear at the **Fairness Hearing** and shall also provide the deadlines and procedures for exercising these rights.
- (d) **Fees and Expenses:** The **Notices** shall inform **Class Members** about the amounts being sought by **Class Counsel** as **Attorneys’ Fees and Expenses** and the amounts of the **Service Awards** being sought for the **Plaintiffs**.
- (e) **Claim Form for Class Members:** The **Notices** shall advise the **Class Members** that a **Claim Form** is available on the **Settlement Website** or

may be obtained from the **Settlement Administrator** and that a **Claim Form** may be submitted online or mailed to the **Settlement Administrator**. The **Notices** shall also inform **Class Members** that they must submit a timely and valid **Claim Form** to secure **Settlement Benefits**. The **Notices** shall also provide the deadline and procedures for submitting a **Claim Form**.

70. **Settlement Website.** The **Settlement Administrator** shall establish and maintain an Internet website, at a web address to be determined and approved by the **Parties**, where **Class Members** can obtain further information about the terms of the **Settlement**, their rights, important dates and deadlines, and related information. **Class Members** shall also be able to upload a **Claim Form** electronically via the **Settlement Website**. The **Settlement Website** shall include, in PDF format, the First Amended Complaint, this **Agreement**, the Motion for **Preliminary Approval**, the **Preliminary Approval Order**, the **Class Notice**, any papers filed in support of **Final Approval** of the **Settlement**, **Class Counsel**'s application for **Attorneys' Fees and Costs** (after it is filed), the **Final Approval Order** (after it is entered), and other case documents as agreed upon by the **Parties** and/or required by the **Court** and shall be operational and live as of the date the **Settlement Administrator** begins emailing notice. The **Settlement Administrator** shall maintain the **Settlement Website** as operational and shall not take it down until two hundred (200) days after the **Effective Date**. Within five (5) business days after the **Settlement Website** is taken down, the **Settlement Administrator** shall transfer ownership of the URL for the **Settlement Website** to **Defendants**.

71. **Instructions to Class Members.** The **Settlement Website** will prominently contain instructions on how **Class Members** can make a **Claim** for **Settlement Benefits**, as well as instructions on how **Class Members** can request exclusion from the **Class** or file an objection.

VII. GENERAL SETTLEMENT ADMINISTRATION

72. In addition to the obligations set forth above, the **Settlement Administrator** shall be responsible for the following:

- (a) Formatting and distributing (by email) the Short Form Notice approved by the Court;
- (b) Creating and maintaining a toll-free number that **Class Members** can call to request a copy of this **Agreement**, a **Claim Form**, or any other information concerning this **Settlement** or this **Agreement**;
- (c) Consulting with **Defendants' Counsel** and **Class Counsel** concerning any relevant issues, including (without limitation) distribution of the **Class Notice** and processing of **Claims**;
- (d) Processing and recording all requests for exclusion;
- (e) Receiving objections and providing them to **Class Counsel** and **Defendants' Counsel** in a timely manner;
- (f) Processing and recording **Class Members' Claims**;
- (g) Determining, in its sole discretion, upon consultation with the **Parties** where appropriate, the validity of all **Claims** in accordance with the requirements set forth in this **Agreement**. If adequate proof of purchase, other requested information, or the **Claimant's** existing Monster HDMI Cable for Option B **Claimants** is not provided to the **Settlement Administrator**, then the **Claim(s)** shall be deemed invalid.
- (h) Within ten (10) days after the **Claim Deadline**, providing to **Defendants** a list of all individuals who have submitted **Claims** regardless of validity. The list shall include the following information, as available, for each **Claimant**:
 - (i) First and last name;

- (ii) Current mailing address;
 - (iii) Current email address;
 - (iv) Type of proof of purchase submitted and Option selected; and
 - (v) A list of all Valid Claimants selecting Option B.
- (i) Such other tasks as the **Parties** mutually agree or that the **Court** orders the **Settlement Administrator** to perform.

73. **Monster** agrees to pay to the **Settlement Administrator** all reasonable costs associated with the administration of this **Settlement**, distribution of **Class Notice** pursuant to this **Agreement**, and any other tasks assigned to the **Settlement Administrator** by this **Agreement**, by the **Parties**' mutual agreement in writing, or by the **Court**.

74. Subject to Section XV of this **Agreement**, the **Parties** agree that within two hundred and ten (210) days after the **Effective Date**, the **Settlement Administrator** shall destroy any and all **Class Members**' personally identifying information that it has received from **Class Members**, **Defendants**, or otherwise in connection with the implementation and administration of this **Settlement**.

75. Upon completion of the implementation and administration of the **Settlement**, the **Settlement Administrator** shall provide written certification of such completion to counsel for all **Parties**.

76. The **Settlement Administrator** shall provide any information or declarations as requested by the **Parties** to assist with seeking **Preliminary Approval** and **Final Approval**, including an affidavit about the due process reach of the **Class Notice** in support of **Final Approval**.

77. The **Parties** each represent that he, she, or it will not have any financial interest in the **Settlement Administrator** ultimately appointed and otherwise will not have a relationship with the **Settlement Administrator** ultimately appointed that could create a conflict of interest.

78. The Parties acknowledge and agree that the **Settlement Administrator** is not an agent of the **Class Representatives, Class Counsel, Defendants, or Defendants' Counsel** and that the **Settlement Administrator** is not authorized by this **Agreement** or otherwise to act on behalf of the **Class Representatives, Class Counsel, Defendants, or Defendants' Counsel**. The **Settlement Administrator** is a neutral third party whose appointment is subject to **Court** approval.

79. If a **Class Member** requests that the **Settlement Administrator** and/or its agent or employee refer him/her to **Class Counsel**, or if a **Class Member** requests advice beyond merely ministerial information regarding applicable deadlines or procedures for submitting **Claims** or other **Settlement**-related questions for which the **Administrator** does not have an approved response, then the **Settlement Administrator** and/or its agent or employee shall promptly refer the inquiry to **Class Counsel**.

VIII. REQUESTS FOR EXCLUSION

80. Any **Class Member** or person legally entitled to act on his, her, or its behalf who wishes to be excluded from the **Class** must mail a written request for exclusion to the **Settlement Administrator** at the mailing address provided in the **Class Notice**, postmarked no later than the **Opt-out Deadline**, and specifying that he, she, or it wants to be excluded from the **Class**. Such written request for exclusion: (i) must contain the name and address of the person to be excluded; (ii) if applicable, must contain the name and address of any person claiming to be legally entitled to submit an exclusion request on behalf of the **Class Member** and the basis for such legal entitlement; (iii) must be mailed by First Class U.S. Mail, proper postage prepaid, to the **Settlement Administrator** at the specified mailing address; (iv) must be postmarked on or before the **Opt-out Deadline**; and (v) must be personally signed and clearly indicate that he, she, or it wants to be excluded from the **Class**. So-called "mass" or "class" opt-outs shall not be allowed.

81. Any **Class Member** who does not submit a timely and valid written request for exclusion as provided in Paragraph 80 shall be bound by all subsequent proceedings, orders, and judgments in the **Action**, including, but not limited to, the release, even if he, she, or it has litigation pending or subsequently initiates litigation against **Defendants** relating to the **Released Claims**.

82. Any **Class Member** who timely submits a request for exclusion as provided in Paragraph 80 shall waive and forfeit any and all rights he, she, or it may have to benefits of the **Settlement** if it is approved and becomes final, including monetary relief, and shall waive and forfeit any and all rights to object to the fairness, reasonableness, or adequacy of the **Settlement**, **Class Counsel's** request for **Attorneys' Fees and Costs**, and/or the requested **Service Awards** to **Plaintiffs**.

83. Not later than ten (10) days after the **Opt-out Deadline**, the **Settlement Administrator** shall provide to **Class Counsel** and **Defendants' Counsel** a complete and final list of **Class Members** who submitted requests to exclude themselves from the **Class**.

IX. OBJECTIONS TO SETTLEMENT

84. Any **Class Member** or person legally entitled to act on his or her behalf may object to the fairness, reasonableness, or adequacy of the **Settlement**, **Class Counsel's** request for **Attorneys' Fees and Costs**, and/or the requested **Service Awards** to **Class Representatives**. To be valid, any objection must be made in writing and mailed to the **Settlement Administrator** at the address provided in the **Class Notice**, postmarked no later than the **Objection Deadline**. In addition, any objection must include the following: (i) the name of this **Action**; (ii) the objector's full name, address, and telephone number; (iii) if applicable, the name and address of any person claiming to be legally entitled to object on behalf of a **Class Member** and the basis of such legal entitlement; (iv) all grounds for the objection and all documents to be used in support of the objection; (v) proof that the objector is a member of the **Class**; (vi) whether the objector is

represented by counsel and, if so, the identity of such counsel, and all previous objections filed by the objector and their counsel within the last two years; and (vii) the objector's signature.

85. Not later than two (2) days after the **Objection Deadline**, the **Settlement Administrator** shall provide to **Class Counsel** and **Defendants' Counsel** all objections submitted by **Class Members**.

86. Any **Class Member** who submits a timely written, signed objection as described in Paragraph 84 may appear at the **Fairness Hearing**, either in person or through personal counsel hired at the **Class Member's** own personal expense and also may be subject to discovery, subject to **Court** approval.

87. Any **Class Member** who fails to make a timely objection, as described in Paragraph 84 shall waive and forfeit any and all rights he, she, or it may have to object and shall be bound by all the terms of this **Agreement** and by all proceedings, orders, and judgments in the **Action** including the **Final Approval Order** and **Final Judgment**.

88. Any **Class Member** who objects to the **Settlement** shall nevertheless be entitled to all benefits of the **Settlement** if it is approved and becomes final, including monetary relief, if he, she, or it is a **Valid Claimant**.

89. Not later than twenty (20) days after the **Objection Deadline**, **Class Counsel** shall file with the **Court** any and all objections to the **Agreement** and/or to **Class Counsel's** Application for Attorneys' Fees and Expenses and Request for Service Awards.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JUDGMENT

90. Proof of the extent and effectiveness of **Class Notice** shall be provided by the **Settlement Administrator** to the **Parties** no later than fifteen (15) days following the **Objection/Exclusion Deadline**.

91. **Class Representatives** shall file with the **Court** a motion seeking **Preliminary Approval** of the **Settlement** and asking the **Court** to enter a **Preliminary Approval Order** substantially in the form attached as **Exhibit 3** to this **Agreement**.

92. In connection with the Motion for **Preliminary Approval**, the **Parties** shall ask the **Court** to set a date for the **Fairness Hearing** as soon as practicable.

93. In connection with the motion for **Final Approval**, the **Parties** shall ask that the **Court** enter the **Final Approval Order** and **Final Judgment** in a form agreed upon by the **Parties**.

94. After entry of the **Final Approval Order**, the **Parties** agree that the **Court** shall retain jurisdiction to enforce the terms of this **Agreement** and the **Final Approval Order** and the **Final Judgment**.

XI. CONDITIONS IMPACTING FINALITY OF SETTLEMENT

95. If more than ten thousand (10,000) **Class Members** exclude themselves from the **Settlement**, then **Defendants** shall have the option, in their sole discretion, to terminate and withdraw from the **Settlement** in its entirety; provided, however, that **Defendants** must notify **Class Counsel** and the **Court** in writing that it is exercising such option within fifteen (15) days after being notified in writing by the **Settlement Administrator** that the number of **Class Members** who have timely requested exclusion exceeds ten thousand (10,000).

96. The **Parties** expressly agree that in the event of any of the following conditions the **Agreement** shall be terminated:

- (a) The **Court** does not grant leave to file the First Amended Complaint;
- (b) The **Court** does not certify the **Class** for settlement purposes;
- (c) The **Court** does not preliminarily approve the **Settlement**;
- (d) The **Court** does not finally approve the **Settlement**;
- (e) The **Court** does not enter the **Final Approval Order** and **Final Judgment**;
- (f) **Defendants** withdraw and cancel the **Settlement** pursuant to Paragraph 95; or

(g) This **Settlement** does not become final for any reason, including on subsequent review by any appellate court(s) in the **Action**, the **Court** ultimately rejects, modifies, or denies approval of any portion of this **Agreement** that either **Plaintiffs** or **Defendants** reasonably determines is material, including, without limitation, the terms of relief, the provisions relating to notice, the definition of the **Class**, and/or the scope and terms of the **Released Claims** and **Released Parties**; then **Plaintiffs** and **Defendants** each has the right to withdraw from and terminate this **Agreement**. Notwithstanding the foregoing, neither the denial, appeal, or modification, nor reversal on appeal of any **Fee and Expense Award** or any **Service Award** shall constitute grounds for cancellation or termination of this **Agreement**. If the Court indicates that the **Settlement** will not be approved unless changes are made, then the **Parties** will attempt in good faith to reach an agreement as to any such changes before exercising their option under this Section to withdraw from this **Agreement**.

97. **Method for Invoking Right to Terminate.** Other than as provided in Paragraph 95 above, any **Party** exercising its right to terminate and withdraw must exercise this option as provided under Paragraph 95 above by a signed writing served on the other **Party** no later than twenty-one (21) days after receiving notice of the event prompting the termination. The **Parties** may reasonably extend this twenty-one (21) day period by written agreement if they are attempting in good faith to reach an agreement regarding changes proposed by the **Court** pursuant to Paragraph 95 above.

98. In the event that a terminating party exercises its option to withdraw from and terminate this **Agreement** pursuant to Paragraphs 95 or 96:

- (a) This **Agreement** and the **Settlement** proposed herein shall be null and void and shall have no force or effect and no **Party** to this **Agreement** shall be bound by any of its terms, except as otherwise specifically provided for herein;
- (b) The **Parties** will petition to have any stay orders that are entered pursuant to this **Agreement** lifted;
- (c) This **Agreement** and all of its provisions, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of **Defendants**, **Plaintiffs**, or any **Class Member**, all of whom shall be restored to their respective positions as they existed immediately before the execution of this **Agreement**, except that the **Parties** shall cooperate in requesting that the **Court** set a new scheduling order such that no **Party**'s substantive or procedural rights is prejudiced by the attempted **Settlement**;
- (d) The **Released Parties**, as defined herein, expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the **Action**, including, without limitation, **Defendants**' argument that the **Action** may not proceed on a class basis;
- (e) **Plaintiffs** and all other **Class Members**, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive any motions as to, and arguments in support of, all claims, causes of actions, or remedies that have been or might later be asserted in the **Action** including, without limitation, any argument concerning class certification, consumer fraud, and damages;

- (f) This Agreement, the fact of its having been made, the negotiations leading to it, any informal discovery or action taken by a Party or Class Member pursuant to or in connection with this Agreement, or any documents or communications pertaining to this Agreement shall not be admissible or entered into evidence for any purpose whatsoever in the Action or in any other proceeding between the Parties, other than to enforce the terms of this Agreement; provided, however, that Defendants may rely on such evidence to defend itself in any other action not brought on behalf of the Class and relating to the subject matter of this Action.
- (g) All reasonable Administrative Costs incurred and approved but not yet paid will be paid by Monster. Plaintiffs, Class Counsel, and Defendants' Counsel shall not be responsible for any of these costs or any other Settlement-related costs.

XII. ATTORNEYS' FEES, EXPENSE AND SERVICE AWARDS

A. FEE AND EXPENSE AWARD

99. Class Counsel intends to request that the Court award a Fee and Expense Award but agree that, combined, the requested Fee and Expense Award shall not exceed Three Hundred Twenty-five Thousand Dollars (\$325,000), payable in two installments: (1) the first installment of Two Hundred Thousand Dollars (\$200,000) payable thirty (30) days after the Effective Date but in no event before January 2, 2017; and (2) the second installment of One Hundred Twenty-five Thousand Dollars (\$125,000) payable sixty (60) days after the date upon which the first installment is paid. Class Counsel shall not be permitted to petition the Court for any additional payments for fees or expenses to be paid by Monster. In no event will Class Counsel's Fee and Expense Award reduce any other benefit provided to the Settlement Class or the Class Representatives. If the Court for any reason enters a Fee and Expense Award

that is in excess of the above amount, **Class Counsel** will nevertheless accept, in full satisfaction of the amounts awarded by the **Court**, payment by **Monster** of Three Hundred Twenty-five Thousand Dollars (\$325,000) pursuant to the installment schedule set forth above.

100. **Defendants** shall not object to **Class Counsel's** request for a **Fee and Expense Award** provided **Class Counsel's** request for a **Fee and Expense Award** does not collectively exceed Three Hundred Twenty-five Thousand Dollars (\$325,000).

101. Any **Fee and Expense Award** approved by the **Court**, which does not exceed Three Hundred Twenty-five Thousand Dollars (\$325,000), shall be paid pursuant to the installment schedule set forth in Paragraph 99 above by **Monster** via wire transfers as directed by **Class Counsel**. **Defendants** shall not be required to otherwise pay any portion of the attorneys' fees and expenses of **Class Counsel**, the **Class Representatives**, **Class Members**, or **Settlement Class**.

102. Payment of the **Fee And Expense Award** to **Class Counsel** identified pursuant to Paragraph 99, above, shall constitute full satisfaction by **Defendants** of any obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs in the **Action** incurred by any attorney on behalf of the **Class Representatives**, **Class Members**, or **Settlement Class** and shall relieve **Defendants**, **Defendants' Counsel**, and the **Released Parties** of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the **Class Representatives**, **Class Members**, and/or **Settlement Class** for any **Released Claim**.

103. Neither **Plaintiffs** nor the **Class** shall be responsible for any portion of **Defendants'** own legal fees, costs, and expenses incurred in the **Action**.

B. SERVICE AWARDS

104. **Class Counsel** intends to request that the **Court** approve a **Service Award** for each of the **Class Representatives** in an amount not to exceed Three Thousand Dollars (\$3,000) each. **Defendants** shall not object to **Class Counsel's** request, provided that the **Service Award**

payable to the **Class Representatives** does not exceed Three Thousand Dollars (\$3,000) for each of the **Class Representatives**.

105. Any **Service Award** approved by the **Court** shall be paid by **Monster** and delivered to **Class Counsel** on behalf of the **Class Representatives** by the **Payment Date**, provided each of the **Class Representatives** has executed the General Release substantially in the form attached hereto as **Exhibit 6**.

106. Any **Service Award** paid to the **Class Representatives** shall be reported on an IRS Form 1099 (*i.e.*, as "Other Income") and provided to the **Class Representatives** and applicable governmental authorities. All taxes on the payment of the **Service Award** shall be the sole responsibility of the **Class Representatives**.

XIII. RELEASE

107. As of the **Effective Date**, the **Class Representatives** and the **Settlement Class**, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, hereby fully release and forever discharge all **Released Claims** known or unknown, that were or could have been asserted against the **Released Parties** in the **Action** individually or on a class-wide basis. To the fullest extent permitted by law, the **Plaintiffs** and **Settlement Class Members** further expressly agree that they shall not now or thereafter institute, maintain, participate in, or assert against the **Released Parties**, either directly or indirectly, on their own behalf, or on behalf of any class or other person or entity, any claim, demand, grievance, lawsuit, action, or other proceeding, in any forum, that relates to or arises out of the marketing, packaging or sale of **Monster HDMI Cables** and/or facts that were alleged or that could have been alleged in the **Action** and/or the **Released Claims**.

108. Solely with respect to any and all **Released Claims**, upon **Final Approval** and **Final Judgment**, the **Class Representatives** and the **Settlement Class** shall expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all provisions, rights, and benefits of any

similar statute or law of Illinois, California, or any other jurisdiction as to all known or unknown claims as against the **Released Parties**. Section 1542 provides:

A general release does not extend to claims which the creditor [in this case, the Class Member] does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor [in this case, the Released Parties].

To the extent that California law or other similar state or federal or state law may apply, the **Class Representatives** and the **Settlement Class** hereby agree that the provisions of Section 1542 and all such similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived and relinquished by the **Class Representatives** and the **Settlement Class** in connection with this release of the **Released Claims**.

109. The **Class Representatives** and the **Settlement Class** expressly agree that this release is, and may be raised as, a complete defense to and precludes any claim, action, or proceeding encompassed by the release against the **Released Parties**. It is the intention of the **Class Representatives** in executing this release on behalf of themselves and the **Settlement Class** to fully, finally, and forever settle and release all matters and all claims relating to the **Released Claims** in every way.

110. Without limiting the foregoing, nothing in this **Agreement** shall release, preclude, or limit any claim or action by the **Parties** to enforce the terms of this **Agreement**.

XIV. NONDISPARAGEMENT

111. Each of the **Class Representatives** and **Class Counsel** agrees that he, she, or they will not disparage **Defendants** or any of the **Released Parties** in any manner potentially harmful to them or their business, business reputation, or personal reputation related to the **Released**

Claims. This agreement not to disparage includes, but is not limited to, publishing disparaging statements (whether anonymously or for ascription) on the web, in blogs, in chat rooms, in emails, or in any other electronic means of transmitting information.

XV. CONFIDENTIALITY

112. **Plaintiffs and Class Counsel** agree that the terms of this **Agreement** will remain confidential until the Motion for **Preliminary Approval** is filed. **Plaintiffs and Class Counsel** further agree that they will not make any statements or comments, written or oral, about this **Settlement** or **Agreement** to any person other than to **Class Members** in any way other than as provided in this **Agreement**, the **Class Notice**, on the **Settlement Website**, or as otherwise agreed upon by **Defendants** in writing in each instance. Notwithstanding the terms of this provision, **Class Counsel** may display a link to the **Settlement Website** on their firm website and reference this **Settlement** as evidence of **Class Counsel's** professional qualifications in their firm website, resumes, curriculum vitae, and motions for appointment as class counsel pursuant to Federal Rule of Civil Procedure 23 and similar state rules of procedure, but only to state that: (i) it was a nationwide consumer class; (ii) the general allegations involved in the **Action**; and (iii) the general terms of the **Settlement**.

113. The **Parties** acknowledge that confidential documents produced in the course of the **Action**, whether in response to formal discovery or informally for purposes of mediation, are subject to a Stipulated Confidentiality Agreement. The **Parties** agree to cooperate and work with one another to protect any confidential materials exchanged in the **Action**, including but not limited to, promptly complying with all aspects of the Stipulated Confidentiality Agreement regarding such information and stipulating that any confidential information submitted, whether in the past or in the future, to any court will be sealed.

XVI. MISCELLANEOUS

114. The **Plaintiffs and Class Counsel** agree not to issue any press release, unless mutually agreed, at any time related to the **Settlement**, the **Action**, or any order preliminarily or

finally approving this Agreement.

115. The **Parties**, their successors and assigns, and their counsel, agree to use reasonable efforts to cooperate with one another in seeking **Court** approval of this **Agreement** and to effectuate this **Agreement**.

116. The **Parties** agree to cooperate in the settlement administration process and implementation of the **Settlement** and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration and implementation of the **Settlement**.

117. Each signatory to this **Agreement** hereby warrants that he or she has the authority to execute this **Agreement** and thereby bind the respective **Party**. Each **Class Representative** warrants and represents that (s)he is the sole and lawful owner of all rights, title, and interest in and to all of the **Released Claims** and that (s)he has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity any **Released Claims** or any part or portion thereof.

118. **Plaintiffs** represent and certify that: (1) they have agreed to serve as representatives of the **Class**; (2) they are willing, able, and ready to perform all of the duties and obligations of representatives of the **Class**; (3) they have read the operative complaint or have had the contents of such pleadings described to them; (4) they are generally familiar with the results of the fact-finding undertaken by **Class Counsel**; (5) they have read this **Agreement** or have received a detailed description of it from **Class Counsel** and they have agreed to its terms; (6) they have consulted with **Class Counsel** about the **Action** and this **Settlement** and the obligations imposed on them as representatives of the **Class**; and (7) they shall remain and serve as representatives of the **Class** until the terms of the **Agreement** are effectuated, this **Agreement** is terminated in accordance with its terms, or the **Court** at any time determines that said **Plaintiffs** cannot represent the **Class**.

119. The terms of this **Agreement** shall inure to the benefit of, and be binding upon, the **Parties** and their respective heirs, legal representatives, executors, administrators, successors,

and assigns upon the **Effective Date**.

120. This **Agreement** and its attachments constitute the entire agreement of the **Parties** with respect to the matters discussed herein and supersede all prior or contemporaneous oral or written understandings, negotiations, agreements, statements, or promises. In executing this **Agreement**, the **Parties** acknowledge that they have not relied upon any oral or written understandings, negotiations, agreements, statements, or promises that are not set forth in this **Agreement**. The **Parties** also acknowledge and agree that each has been represented by her/his/its own counsel with respect to the negotiating and drafting of this **Settlement** and this **Agreement**.

121. All exhibits to this **Agreement** are integrated herein and are to be considered terms of this **Agreement** as if fully set forth herein.

122. This **Agreement** may not be amended or modified in any respect except by a written instrument duly executed by all of the **Parties** to this **Agreement** or their counsel. The **Parties** agree that nonmaterial amendments or modifications to this **Agreement** may be made in writing after **Preliminary Approval** without the need to seek the **Court's** approval.

123. Without further order of the **Court**, the **Parties** may agree in writing to reasonable extensions of time to carry out any of the provisions of this **Agreement** or the **Preliminary Approval Order**.

124. This **Agreement** may be executed in one or more counterparts, each of which shall be an original, and this **Agreement** is effective upon execution of at least one counterpart by each **Party** to this **Agreement**.

125. Nothing in this **Agreement** may be construed as, or may be used as, an admission by the **Class Representatives** that any of their claims are without merit.

126. Nothing in this **Agreement** may constitute, may be construed as, or may be used as an admission by **Defendants** of any fault, wrongdoing, or liability whatsoever or that class certification is appropriate. **Defendants** continue to deny all liability and all of the claims, contentions, and each and every allegation made by the **Class Representatives** in the **Action**.

127. The **Parties** expressly acknowledge and agree that this **Agreement** and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Illinois Rule of Evidence 408 and the equivalent Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this **Agreement**, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the **Action**, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this **Agreement** or the rights of the **Parties** or their counsel. Without limiting the foregoing, neither this **Agreement** nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the **Released Parties**, **Plaintiffs**, the **Class**, or the **Settlement Class** or as a waiver by the **Released Parties**, **Plaintiffs**, the **Class**, or the **Settlement Class** of any applicable privileges, claims, or defenses.

128. Neither **Class Counsel** nor **Defendants' Counsel** intends anything contained herein to constitute legal advice regarding the tax consequences of any amount paid hereunder, nor shall it be relied upon as such.

129. In the event of a conflict between this **Agreement** and any other document prepared pursuant to the **Settlement**, the terms of this **Agreement** will supersede and control.

130. Any failure by any **Party** to insist upon the strict performance by any other **Party** of any provision of this **Agreement** shall not be deemed a waiver of any provision of this **Agreement** and such **Party**, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this **Agreement**.

131. This **Agreement** has been, and shall be construed to have been, drafted by all the **Parties** to it and the **Parties** agree that any rule which construes ambiguities against the drafter shall have no force or effect.

132. The **Parties** and their counsel agree not to take any action to encourage any **Class Member** to opt out of and/or object to the **Agreement**.

DATED: 7-12-16

Amy Joseph

Amy Joseph

DATED: 7/12/16

A handwritten signature in black ink, appearing to read 'R. O'Brien', is written above a solid horizontal line.

Robert O'Brien

DATED: July 12, 2016

Monster, Inc.

By  _____

Its CEO _____

DATED: July 13, 2016

Best Buy Stores, L.P.

By Amy Collese

Its: Senior Category Officer

DATED: July 13, 2016

BestBuy.com, LLC

By Amy Colless

Its: Senior Category Officer

APPROVED AS TO FORM:

ZIMMERMAN LAW OFFICES, PC

By 

~~Thomas A. Zimmerman, Jr.~~

Counsel for Plaintiffs

SACKS, RICKETTS & CASE LLP

By  _____

Luanne Sacks

Michele Floyd

Counsel for Defendants

Exhibits

Exhibit 1: Claim Form

Exhibit 2: Long Form Class Notice

Exhibit 3: Proposed Preliminary Approval Order

Exhibit 4: Short Form Class Notice

Exhibit 5: First Amended Complaint

Exhibit 6: General Releases for Plaintiffs

CONSUMER CLAIM FORM

Amy Joseph and Robert O'Brien v. Monster, Inc., Best Buy Stores, L.P., and BestBuy.com LLC
Circuit Court of Cook County, Illinois, County Department, Chancery Division
Case No. 2015 CH 13991

DATED: _____, 2016

PLEASE BE AWARE THAT THE DEADLINE FOR SUBMITTING CLAIMS IS _____, 2016. CLAIMS SUBMITTED AFTER THIS DATE WILL NOT BE ACCEPTED.

TO: All persons who purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in the United States between August, 25, 2011 and **PRELIMINARY APPROVAL DATE**.

PLEASE READ THIS ENTIRE CLAIM FORM CAREFULLY

TO BE ELIGIBLE TO RECEIVE A SETTLEMENT BENEFIT YOUR COMPLETED CLAIM FORM AND ANY REQUIRED PROOF OF PURCHASE MUST BE POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE DATE. CLAIMS SUBMITTED AFTER THIS DATE WILL NOT BE ACCEPTED.

ELIGIBILITY AND INSTRUCTIONS

IT IS IMPORTANT TO FOLLOW THESE INSTRUCTIONS CAREFULLY OR YOUR CLAIM MAY BE REJECTED.

1. If you purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in the United States between August 25, 2011 and **PRELIMINARY APPROVAL DATE**, you may be eligible to receive a cash payment or online store credit on Monsterproducts.com if you submit a valid and complete Claim Form. Photographs of the product packaging that is included in this Settlement is posted on the Settlement Website at www.HDMICableSettlement.com.
2. The amount of the payment or online store credit to which you are entitled depends on your choice from the following three options. If you purchased more than one Monster HDMI Cable, you may submit more than one claim; however, you must submit the applicable Proof of Purchase for each claim.

Option A:

- \$10 for each Monster Gold HDMI Cable purchased;
- \$10 for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$13 for each Monster Platinum HDMI Cable purchased;

- \$18 for each Monster Black Platinum HDMI Cable purchased.

Required Proof of Purchase: A proof of purchase, such as a receipt, credit card statement showing the cable purchase, a photograph of your HDMI Cable box, or a photograph of an end of your HDMI Cable showing the Monster logo must be uploaded or returned with your Claim Form. An example of the end of a Monster cable is posted on the Settlement website at www.HDMICableSettlement.com. If you submit a photograph of the end of your cable and it is unclear from the photograph whether the cable is a Monster cable with a bandwidth greater than 10.2 Gbps, then the Settlement Administrator may contact you for further information.

Option B:

- \$15 for each Monster Gold HDMI Cable purchased and a replacement 10.2 Gbps Cable;
- \$15 for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$25 for each Monster Platinum HDMI Cable purchased and a replacement 10.2 Gbps Cable;
- \$35 for each Monster Black Platinum HDMI Cable purchased and a replacement 10.2 Gbps Cable.

Required Proof of Purchase: You must mail your existing HDMI Cable to the Settlement Administrator. You will receive a replacement 10.2 Gbps cable as well as postage reimbursement up to \$5.00.

Option C:

- \$20 credit on Monsterproducts.com for each Monster Gold HDMI Cable purchased;
- \$20 credit on Monsterproducts.com for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$25 credit on Monsterproducts.com for each Monster Platinum HDMI Cable purchased;
- \$30 credit on Monsterproducts.com for each Monster Black Platinum HDMI Cable purchased.

Required Proof of Purchase: No proof of purchase is required if you submit only one claim under Option C. If you intend to submit claims for more than one HDMI Cable, then you must submit proof of purchase for each claim you submit. Acceptable proof of purchase includes a receipt, a credit card statement showing your cable purchase, a photograph of your HDMI Cable box, or a photograph of an end of your HDMI Cable showing the Monster logo. An example of the end of a Monster cable is posted on the Settlement website at www.HDMICableSettlement.com. If you submit a photograph of the end of your cable and it is unclear from the photograph whether the cable is a Monster cable with a bandwidth greater than 10.2 Gbps, then the Settlement Administrator may contact you for further information.

3. **Information Required on Claim Form:** Your completed Claim Form must include the following information:
 - (a) Your name and address;
 - (b) Your phone number;
 - (c) Your email address; and
 - (d) The type of Monster HDMI Cable that you purchased.
4. **Claim Limit:** There is no limit on the number of claims you can submit for Options A and B as long as you submit acceptable proof of purchase for each claim submitted. Option C is limited to one claim unless you submit proof of purchase for each claim submitted.
5. **Incomplete Claim Forms:** **Claim Forms that are incomplete or not accompanied by the applicable proof of purchase will be considered invalid and will prevent you from receiving a settlement benefit.**
6. **Questions:** If you need any help determining whether you are eligible to submit a consumer claim, please contact the Settlement Administrator by telephone at TELEPHONE NUMBER or by email at EMAIL ADDRESS.
7. **Submitting Your Claim Form:** To submit your request for a claim, you must complete the Claim Form and mail it to the Settlement Administrator or fill in the Claim Form online on the website www.HDMICableSettlement.com. Include all required proof of purchase information applicable to your claim with your Claim Form. If you are submitting your Claim Form electronically, you will have to upload all required documentary proof applicable to your claim. **NOTE: If you choose Option B, you must mail your Claim Form to the Settlement Administrator along with your existing Monster HDMI cable—you cannot submit your Claim Form electronically. See paragraph 9, below for more information.**
8. **To Receive A Monetary Payment:** To receive a payment, you must include your current mailing address on the Claim Form. If you move after submitting your Claim Form, please send the Settlement Administrator your new address or contact the Settlement Administrator by telephone at TELEPHONE NUMBER or by email at EMAIL ADDRESS. It is your responsibility to keep a current address on file with the Settlement Administrator.
9. **To Receive A Replacement Cable:** If you are selecting Option B, you must mail your existing HDMI Cable to the Settlement Administrator at ADDRESS along with your Claim Form by DATE. Option B Claim Forms cannot be electronically uploaded.
10. **Settlement Administrator's Discretion:** The Settlement Administrator has discretion to determine whether the proof of purchase you submit with your Claim Form to support your eligibility for a settlement payment is sufficient in accordance with the requirements of the Settlement. If you do not provide any additional information requested by the Settlement Administrator, your Claim may be rejected.
11. **Email Notification:** The Settlement Administrator will use the email address that you provide on your Claim Form to communicate with you if communications are necessary.

CLAIM FORM

Name:

Street Address:

City:

State:

Zip Code:

Daytime telephone number:

Email address:

Description of Monster HDMI Cable:

- I purchased a Monster Gold HDMI Cable (18.0 Gbps).
- I purchased a Monster Platinum HDMI Cable (22.5 Gbps).
- I purchased a Monster Black HDMI Cable (27.0 Gbps)
- I purchased a different Monster HDMI Cable with a bandwidth exceeding 10.2 Gbps.

Selection of Claim Option:

- I select Option A.
- I select Option B. **NOTE: Option B Claim Forms must be mailed to the Settlement Administrator—please print this Claim Form and return it to the Settlement Administrator with your cable.**
- I select Option C.

Proof of Purchase: I am submitting herewith the following proof of purchase:

- Receipt.
- Credit Card Statement that shows the purchase (please redact your personal information).
- Photograph of the HDMI Cable Box.
- Photograph of an end of the HDMI Cable showing the Monster logo.

Option B: Return of Monster HDMI Cable:

- I am returning my existing HDMI Cable to the Settlement Administrator.

If you are submitting this Claim Form on behalf of someone else, please explain why you have the right to do so.

The Settlement Administrator may audit any and all claims. By signing below, you verify that the information you provided in the Claim Form is true, accurate, and complete.

Signed on: _____
(Insert date)

(Signature)

CHECKLIST

Please make sure that you have:

1. Completed the Claim Form.
2. Signed the Claim Form, attesting to the truth of the information provided in the Claim Form.
3. Kept a copy of your completed Claim Form for your files.
4. Uploaded or mailed your Claim Form and applicable proof of purchase before DATE.

If submitting by mail, mail your Claim Form and, if applicable, existing Monster HDMI Cable to:

Settlement Administrator
ADDRESS

If submitting online, complete the electronic Claim Form available at: SETTLEMENT WEBSITE URL.

BE SURE TO SIGN THE CLAIM FORM AND SUBMIT IT AND APPLICABLE PROOF OF PURCHASE TO THE SETTLEMENT ADMINISTRATOR POSTMARKED OR SUBMITTED ELECTRONICALLY NO LATER THAN DATE.

IF YOU BOUGHT A MONSTER HDMI CABLE 10.2 GBPS BETWEEN AUGUST 25, 2011 AND [PRELIMINARY APPROVAL DATE], PLEASE READ THIS CAREFULLY. A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

*The Circuit Court of Cook County, Illinois, authorized this notice.
This is not a solicitation from a lawyer and you aren't being sued.*

- A proposed Settlement has been reached in a class action lawsuit against Monster, Inc., Best Buy Stores, L.P., and BestBuy.com, LLC (referred to in this Notice as “Defendants”) challenging representations that were made on the packaging of certain Monster high speed HDMI Cables. The Court has not decided who is right in the lawsuit.
- If you purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps between August 25, 2011 and [PRELIMINARY APPROVAL DATE], you are a Class Member and you may be eligible to submit a claim to receive a cash payment or online store credit. The Settlement provides Class Members with the choice of three benefit options that range in value from \$10 to \$35, depending on the option chosen.
- Your legal rights are affected whether you act or do not act. Read this Notice and the information on this Settlement Website carefully. Your rights and options, and the deadlines to exercise them, are explained in this Notice.
- The Court will decide whether to approve the Settlement. Proposed benefits to Class Members who do not exclude themselves from the Settlement will be distributed if the Court approves the Settlement. Please be patient and check this Settlement Website (www.HDMICableSettlement.com) to find out when the benefits may be distributed.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	If you are a Class Member, you can submit a Claim Form online through this Settlement Website or by mail to the address provided below. The deadline to submit a Claim Form is [DATE]. See Questions 8-10 below for more details.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You won't receive any settlement benefits from the Settlement. This is the only option that allows you to retain your right to bring another lawsuit against the Defendants about the issues in this lawsuit. The postmark deadline to exclude yourself is [DATE]. See Question 16 below for more details.
OBJECT TO THE SETTLEMENT	Write to the Settlement Administrator if you don't like the Settlement. You may object to the Settlement and also submit a claim for settlement benefits under the Settlement. The postmark deadline to send an objection is [DATE]. See Questions 18-19 below for more details.

QUESTIONS? CALL 800-000-0000 TOLL FREE

ATTEND THE HEARING	The Court has set a hearing on [DATE] at [TIME] regarding the fairness of the Settlement. You may appear at the hearing, but you don't have to. You may hire your own attorney to appear for you, at your own cost, but you don't have to. See Questions 21-23 below for more details.
DO NOTHING	If the Settlement is approved and you do nothing, you will not receive any settlement benefits. You will be bound by the Settlement and judgment and will not be able to later sue the Defendants about the issues in this Lawsuit. See Question 15 below for more details.

1. WHY DID I GET THIS NOTICE?

You received this Notice because you may have purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps between August 25, 2011 and [PRELIMINARY APPROVAL DATE]. This Notice explains the lawsuit, the Settlement, your legal rights, what settlement benefits are available, who is eligible for them, and how to get them.

The Court authorized this Notice because you have a right to know about the proposed Settlement and all of your options before the Court decides whether to approve the Settlement. Cash payments or Monster online store credit will be provided if the Court approves the Settlement and all objections and appeals are resolved. You will be informed of the progress of the Settlement on this Settlement Website.

The Court in charge of the case is the Circuit Court of Cook County, Illinois, County Department, Chancery Division. The title of the lawsuit is *Amy Joseph and Robert O'Brien, on behalf of themselves and all others similarly situated v. Monster, Inc., Best Buy Stores, L.P., and BestBuy.com, LLC* (the "Lawsuit"). The consumers who sued are called "Plaintiffs" and/or "Class Representatives" and the companies they sued, Monster, Inc., Best Buy Stores, L.P., and BestBuy.com, LLC, are called the "Defendants."

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit challenges advertising located on the packaging of certain Monster HDMI cables with advertised bandwidth of more than 10.2 Gbps. Photographs of the product packaging that are included in this Settlement are posted on this Settlement Website at www.HDMICablesSettlement.com. The Plaintiffs seek recovery of monetary damages and changes to the language of Monster HDMI packaging. The First Amended Complaint filed in the Lawsuit, which is available on this Settlement Website, contains all of the allegations and claims asserted against the Defendants.

Similar allegations have been made in another pending action, *Perez v. Monster, Inc., Best Buy Stores, LP. and BestBuy.com LLC*, Case no. 3:15-cv-03885-EMC in the United States District Court for the Northern District of California ("*Perez Action*"). A copy of the First Amended Class Action Complaint filed in the *Perez Action* is available on this Settlement Website.

3. HOW DO DEFENDANTS RESPOND TO THE ALLEGATIONS?

QUESTIONS? CALL 800-000-0000 TOLL FREE

The Defendants expressly deny that they did anything wrong and do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been alleged against them in the Lawsuit.

4. HAS THE COURT DECIDED WHO IS RIGHT?

No. The Court has not decided which of the Parties, Plaintiffs or Defendants, is right.

5. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action, the “Class Representatives” sue on behalf of themselves and other people who have similar claims (the “Class Members”). This Lawsuit has two Class Representatives: Amy Joseph and Robert O’Brien. One court resolves the issues for all Class Members except those who exclude themselves from the Class. The Circuit Court of Cook County, Illinois, County Department, Chancery Division is in charge of this class action.

6. WHY IS THERE A SETTLEMENT?

The Court hasn’t decided in favor of either Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the costs, uncertainty, and delay of further legal proceedings and the people affected will get the benefits of the Settlement. The Class Representatives and the attorneys appointed to represent the Class (called “Class Counsel”) believe the Settlement is in the best interest of all Class Members.

7. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

To see if you will be part of the Settlement, you must decide whether you are a member of the Class. You are a member of the Class if you bought a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in the United States between August 25, 2011 and **[PRELIMINARY APPROVAL DATE]**. Photographs of the product packaging that are included in this Settlement are posted on the Settlement Website at www.HDMIcablesettlement.com. Note that the Monster HDMI cables that are included in this Settlement were not sold at Target or Walmart.

IF YOU BOUGHT A MONSTER HDMI CABLE BETWEEN AUGUST 25, 2011 AND [PRELIMINARY APPROVAL DATE] BUT ARE UNSURE WHETHER YOU ARE ELIGIBLE TO RECEIVE BENEFITS, WHETHER YOU ARE A MEMBER OF THE CLASS, OR WHAT YOUR OPTIONS ARE, YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR AT [PHONE and EMAIL] OR YOU CAN REVIEW THE SETTLEMENT DOCUMENTS ON THIS SETTLEMENT WEBSITE (www.HDMIcablesettlement.com).

8. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement, if it is approved and becomes final, will provide cash payments or Monsterproducts.com online store credit at your option. The settlement benefit to which you are entitled depends on which type of Monster HDMI Cable you purchased and whether you can provide an acceptable form of proof of purchase. This Settlement Website sets forth all of your options, but in short, the benefit options are:

Option A (Monetary Payment):

- \$10 for each Monster Gold HDMI Cable purchased;
- \$10 for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$13 for each Monster Platinum HDMI Cable purchased;
- \$18 for each Monster Black Platinum HDMI Cable purchased.

Proof of purchase required: see below for acceptable forms of proof of purchase.

Option B (Monetary Payment and Replacement Cable):

- \$15 for each Monster Gold HDMI Cable purchased;
- \$15 for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$25 for each Monster Platinum HDMI Cable purchased;
- \$35 for each Monster Black Platinum HDMI Cable purchased.

Proof of purchase required: You must mail your existing HDMI cable to the Settlement Administrator. You will receive a 10.2 Gbps cable as well as postage reimbursement up to \$5.00.

Option C (Monster Online Store Credit):

- \$20 credit on Monsterproducts.com for each Monster Gold HDMI Cable purchased;
- \$20 credit on Monsterproducts.com for each Monster HDMI cable purchased that was advertised as having a bandwidth exceeding 10.2 Gbps and that is not a Monster Gold, Platinum or Black Platinum model cable;
- \$25 credit on Monsterproducts.com for each Monster Platinum HDMI cable purchased;
- \$30 credit on Monsterproducts.com for each Monster Black Platinum HDMI Cable purchased.

Proof of purchase: None required if you submit only one claim under this Option. **See below for acceptable forms of proof of purchase.**

To be eligible to receive a benefit, you must include a statement on your Claim Form that the information you are submitting is true and correct to the best of your knowledge. There is no limit on the number of claims you can submit under Options A or B. You may submit only one claim for credit under Option C without proof of purchase. **Acceptable forms of proof of purchase for Options A and C are:** a receipt, credit card statement showing your cable purchase, a photograph of your HDMI Cable box, or a photograph of an end of your HDMI Cable showing the Monster logo. An example of the end of a Monster cable is posted on this Settlement Website at www.HDMICableSettlement.com. If you submit a photograph of the end of your cable and it is unclear from the photograph whether the cable is a Monster cable with a bandwidth greater than 10.2 Gbps, then the Settlement Administrator may contact you for further information.

9. HOW DO I GET A SETTLEMENT BENEFIT?

You must submit a Claim Form to the Settlement Administrator in order to receive a settlement benefit. Electronic Claim Forms are available on this Settlement Website. You may obtain a paper Claim Form by printing a copy from this Settlement Website or by calling the Settlement Administrator at [PHONE NUMBER]. The Claim Form will ask you to choose Option A, B, or C and to provide the appropriate

QUESTIONS? CALL 800-000-0000 TOLL FREE

proof of purchase. The Claim Form will also provide information on how to either upload or mail the Claim Form to the Settlement Administrator. Further information on submitting a Claim Form is provided in Question 10 below.

10. HOW DO I SUBMIT A CLAIM FORM AND WHAT IS THE DEADLINE?

You have two options for submitting a Claim Form:

- **Online:** You can submit a Claim Form online through this Settlement Website for Options A and C.
- **By mail:** You can print and fill out the Claim Form that is on this Settlement Website or request that the Settlement Administrator mail you a Claim Form and then mail your completed Claim Form (with postage) to: [ADDRESS]. **NOTE: Option B Claims can be submitted only by mail because you must return your existing Monster HDMI cable with your Claim Form.**

You must follow the instructions and provide all of the required information on the Claim Form. Your claim will be rejected if you fail to provide the proof of purchase as outlined in Question 8 (unless you have submitted only one claim under Option C) or if your Claim Form is otherwise incomplete.

Online Claim Forms must be submitted by [DATE]. Claim Forms submitted by mail must be postmarked by [DATE]. If your online Claim Form is not submitted by [DATE] or your mailed Claim Form is not postmarked by [DATE], then your claim will be rejected.

11. WHAT HAPPENS AFTER A CLAIM FORM IS SUBMITTED?

The Settlement Administrator will determine whether your Claim Form is complete and whether the proof of purchase that you submitted with your Claim Form is valid. The Settlement Administrator may contact you for additional information. Your claim will be rejected if you do not provide the information requested by the Settlement Administrator.

12. CAN I SUBMIT MORE THAN ONE CLAIM?

Yes, you can submit one claim for each eligible Monster HDMI Cable advertised as having a bandwidth in excess of 10.2 Gbps that you purchased between August 25, 2011 and [PRELIMINARY APPROVAL DATE]. If you choose Option A, you must provide proof of purchase for *each* claim that you submit. If you choose Option B, you must return each HDMI Cable you purchased. If you choose Option C, you may submit one claim without proof of purchase. **If you submit more than one claim, then each claim must be accompanied by proof of purchase.**

13. WHEN WILL I RECEIVE MY SETTLEMENT BENEFIT?

The Court will hold a Final Approval Hearing on [DATE], to decide whether to approve the Settlement. If the Court approves the Settlement and there are no appeals, the settlement benefits will be distributed approximately 30 days thereafter, but in no event before January 2, 2017. However, it is possible there may be appeals related to the final approval, any attorneys' fees or expenses awarded, or any service award to the Class Representatives. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. This Settlement Website will be updated

with current Settlement information including if final approval is entered and the date on which settlement benefits will be distributed. Please be patient.

14. AM I GIVING UP ANY LEGAL RIGHTS BY STAYING IN THE CLASS?

Yes. Unless you exclude yourself from the Class, you will agree to a “Release” of all of the claims described in Paragraphs 107-109 of the Settlement Agreement, which is available on this Settlement Website. This means that you will not be able to sue, continue to sue, or be part of any other lawsuit or arbitration against the Defendants about the Released Claims, including the *Perez Action*, regardless of whether you submit a Claim Form for settlement benefits. It also means that the Court’s orders will apply to you and legally bind you.

15. WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court finally approves this Settlement, you will be bound by the Release of claims in this Settlement as described above even though you did not submit a Claim Form.

16. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must mail a written, signed statement to the Settlement Administrator saying that you want to be excluded from the Lawsuit. Your request must include:

- Your name and address;
- If applicable, the name and address of any person claiming to be legally entitled to submit an exclusion request on your behalf and the basis for such entitlement; and
- A statement that you want to be excluded from the Class. You must personally sign your request for exclusion.

A sample request for exclusion letter is available on this Settlement Website. **You cannot exclude yourself by phone or email.**

Your exclusion request must be postmarked on or before [DATE]. Send your exclusion request to:

Angeion Group

Attn: *Joseph, et al. v. Monster, Inc. et al.*, Class Action Exclusions
[ADDRESS]

17. IF I DON'T EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue any of the Released Parties, including the Defendants, about the issues raised in the Lawsuit. The Settlement Agreement, available on this Settlement Website, describes all of the claims you will release (give up) in Paragraphs 107-109.

18. HOW DO I OBJECT TO THE SETTLEMENT?

QUESTIONS? CALL 800-000-0000 TOLL FREE

If you are a Class Member and don't exclude yourself, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's request for attorneys' fees and expenses, and/or the request for service awards for each of the Class Representatives. Any objection must be made in writing and include the following information:

- The name of this case, which is: *Amy Joseph and Robert O'Brien, on behalf of themselves and all others similarly situated v. Monster, Inc., Best Buy Stores, L.P., and BestBuy.com, LLC*, Case No. 2015 CH 13991.
- Your full name, address, and telephone number;
- If applicable, the name and address of any person claiming to be legally entitled to object on your behalf and the basis of such legal entitlement;
- All grounds for your objection, and all documents you intend to use in support of your objection;
- Proof that you are a member of the Class;
- Whether you are represented by counsel and, if so, the identity of such counsel, and all previous objections that you and/or your counsel have filed within the last two years; and
- Your signature (an attorney's signature is not sufficient).

To be considered, your objection must be mailed to the Settlement Administrator at [ADDRESS] and postmarked no later than [DATE].

If you don't send a timely or complete objection, you will waive all objections to the Settlement and you won't be allowed to object to the Settlement at the Fairness Hearing or otherwise.

Even if you object to the Settlement, you will be eligible for settlement benefits as set forth above in Question 8 if you submit a valid claim and you will still be bound by all terms of the proposed Settlement if it is finally approved by the Court.

19. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

You object to the Settlement when you wish to remain a Class Member and be subject to the Settlement, but disagree with some aspect of the Settlement. An objection allows your views to be heard in Court.

In contrast, excluding yourself from the proposed Settlement means that you are no longer part of the proposed Settlement and don't want the Settlement to apply to you even if the Court finally approves it. Once excluded from the proposed Settlement, you lose any right to receive any settlement benefits or to object to any aspect of the Settlement because the case no longer affects you.

20. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and the Court grants final approval of the proposed Settlement, you will be included in the Settlement, will be bound by the Release of claims in the Settlement Agreement, and will be giving up your rights to be part of any other lawsuit, including the *Perez Action*, or make any other claim against the Defendants or other Released Parties about the issues raised in the Lawsuit (see Question 14). The Settlement Agreement, available on this Settlement Website, describes all of the claims you will release (give up) in Paragraphs 107-109 of the Settlement Agreement.

21. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

QUESTIONS? CALL 800-000-0000 TOLL FREE

The Court has already preliminarily approved the Settlement. A final hearing on the Settlement, which is called a Fairness Hearing, will be held at ___:___ a.m./p.m. on _____, 2016, at the Richard J. Daley Center, 50 West Washington Street, Courtroom NUMBER, Chicago, Illinois 60602. The hearing may be moved to a different date or time without notice, so check for updates on this Settlement Website. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate and will consider whether to make final the certification of the Class for settlement purposes. The Court will also consider Class Counsel's application for attorneys' fees and expenses and for service awards for the Class Representatives. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We don't know how long the decision will take.

If the Court gives final approval to the Settlement, then it will enter a Final Order and Judgment. If the Settlement is not finally approved, then the Lawsuit will proceed as if no settlement had been attempted or agreed upon. No Claim Forms will be processed and no relief will be distributed. There can be no assurance that if the Settlement is not approved, the Class will recover more than is provided in the Settlement or even anything at all.

22. DO I HAVE TO ATTEND THE HEARING?

No, you don't have to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you or your personal attorney would like to attend the Fairness Hearing, you are welcome to do so at your expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you mail your written objection by [DATE], to the proper address, and it complies with the requirements set forth in Question 18 above the Court will consider it.

23. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. If you intend to speak at the Fairness Hearing, you may, but you are not required to, file with the Court and serve by First Class U.S. Mail on Class Counsel and Defendants' Counsel, a Notice of Intention to Appear. Your Notice of Intention to Appear should be filed and served by [DATE]. In addition to sending it to the Court, please send your Notice of Intention to Appear to the following:

CLASS COUNSEL	DEFENDANTS' COUNSEL
Thomas A. Zimmerman, Jr. Zimmerman Law Offices 77 West Washington Street, Suite 1220 Chicago, Illinois 60602 tom@attorneyzim.com	Luanne Sacks Sacks, Ricketts & Case LLP 177 Post Street, Suite 650 San Francisco, California 94108 lsacks@srclaw.com
Robert A. Clifford Clifford Law Offices, P.C. 120 N. LaSalle Street, Suite 3100 Chicago, Illinois 60602 rac@cliffordlaw.com	Joseph E. Collins Fox Rothschild LLP 353 N. Clark Street, Suite 3650 Chicago, Illinois 60654 jcollins@foxrothschild.com

24. DO I HAVE A LAWYER IN THE CASE?

The Class Representatives and the Class are represented by the lawyers and law firms listed in Question 23 above under the heading "Class Counsel." The Court has appointed these lawyers to represent the Class in the Lawsuit and you will not be charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

25. HOW WILL THE LAWYERS BE PAID?

Class Counsel have not been paid for their work to date. Class Counsel will ask the Court to approve payment of a maximum of \$325,000 in attorneys' fees and expenses and Defendants have agreed not to object to Class Counsel's request provided it does not exceed \$325,000 in total for attorneys' fees and expenses.

Class Counsel will also ask the Court to award to each of the two (2) Class Representatives a service award not to exceed \$3,000. This service award is to compensate the Class Representatives for their respective commitment and effort on behalf of the Class Members in the Lawsuit. Defendants have agreed not to object to this request provided it does not exceed \$3,000 for each of the two (2) Class Representatives.

Monster will separately pay the attorneys' fees, expenses, and the service awards. These amounts will not in any way diminish the settlement benefits provided to the Class Members.

Class Counsel's application for attorneys' fees, expenses, and service awards will be available on this Settlement Website once when it is filed.

26. HOW DO I GET MORE INFORMATION?

This Notice summarizes the Settlement. You can find more details in the Settlement Agreement. You can get a copy of the Settlement Agreement, read other key case documents, and get more information on this Settlement Website. You can also call [TOLL-FREE NUMBER] for more information. **DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL.**

By Order of the Court Dated: DATE.

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

AMY JOSEPH and ROBERT O'BRIEN,)
on behalf of themselves and all others)
similarly situated,)

NO. 2015CH13991

Plaintiff,)

v.)

MONSTER, INC., a Delaware corporation,)
BEST BUY STORES, L.P., and)
BESTBUY.COM, LLC,)

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' motion for preliminary approval (the "Motion") of a proposed class action settlement (the "Settlement") of the above-captioned action (the "Action") between Plaintiff Amy Joseph and Robert O'Brien ("Plaintiffs") and Defendants Monster, Inc., Best Buy Stores, L.P. and BestBuy.com, LLC (collectively, "Defendants"), pursuant to the Parties' Stipulation of Class Action Settlement and Release (the "Agreement"), and having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings set forth in the Agreement.
2. The Court has conducted a preliminary evaluation of the Settlement set forth in the Agreement for fairness, adequacy, and reasonableness. Based on this preliminary evaluation, the Court finds that (i) there is cause to believe that the Settlement is fair, reasonable, and adequate, and within the range of possible approval, (ii) the Settlement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual

issues of this case, and (iii) the notice of the material terms of the Settlement to Class Members for their consideration and reaction is warranted. Therefore, the Court grants preliminary approval of the Settlement.

3. Pursuant to Illinois Code of Civil Procedure 2-801 and for settlement purposes only, the Court conditionally certifies the proposed Class, consisting of:

All persons who purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in the United States between August 25, 2011 and the date of this Order.

Excluded from the Class are: (a) any persons who are employees, directors, officers, and agents of Defendants or their subsidiaries and affiliated companies; (b) any persons who timely and properly exclude themselves from this Settlement; (c) the Court, the Court's immediate family, and Court staff, and (d) all persons who purchased a Monster HDMI Cable by or through Target or Walmart stores.

4. For settlement purposes only, the Court hereby preliminarily approves the appointment of Plaintiffs Amy Joseph and Robert O'Brien as Class Representatives.

5. For settlement purposes only, the Court hereby preliminarily approves the appointment of Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C., and Robert A. Clifford of Clifford Law Offices, P.C., as Class Counsel.

6. On _____ or at such other date and time later set by Court Order, this Court will hold a Fairness Hearing on the fairness, adequacy, and reasonableness of the Settlement and to determine whether (a) final approval of the Settlement should be granted, and (b) Class Counsel's application for attorneys' fees and expenses, and service awards to Plaintiffs, should be granted, and in what amount. No later than the date fourteen (14) days prior to the Fairness Hearing, Plaintiffs must file their papers in support of final approval of the Settlement, Class Counsel's application for attorneys' fees and expenses and a service award to Plaintiffs as Class Representatives, and in response to any objections. Defendants may (but are

not required to) file papers in support of final approval of the Settlement, so long as they do so no later than the date fourteen (14) days prior to the Fairness Hearing.

7. Pursuant to the Agreement, Defendants have selected and the Court approves Angeion Group as Settlement Administrator. Angeion Group shall be required to perform all the duties of the Settlement Administrator as set forth in the Agreement and this Order. To ensure efficient handling of settlement administration, the Agreement provides for Class Members to submit claims to the Settlement Administrator online via a Settlement Website or through U.S. mail.

8. The Court approves the proposed Class Notice plan for giving direct notice to the Class by email, publication notice via online media and print publications, and establishing a Settlement Website, as more fully described in the Agreement and Declaration of the Settlement Administrator. The plan for giving notice, in form, method, and content, complies with the requirements of Section 2-801 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the Class Notice plan no later than sixty (60) days following the entry of this Preliminary Approval Order and in accordance with the terms of the Agreement.

9. All persons who meet the definition of the Class and who wish to exclude themselves from the Class must mail a written, signed request for exclusion to the Settlement Administrator at the mailing address provided in the Class Notice, postmarked no later than forty-five (45) days following the date that the Class Notice was first disseminated to the Class (the "Opt-out Deadline") and specifying that he or she wants to be excluded from the Settlement. Such written request for exclusion: (i) must contain the name and address of the person to be

excluded; (ii) if applicable, must contain the name and address of any person claiming to be legally entitled to submit an exclusion request on behalf of the Class Member and the basis for such legal entitlement; (iii) must be mailed by First Class U.S. Mail, proper postage prepaid, to the Settlement Administrator at the specified mailing address; (iv) must be postmarked on or before the Opt-out Deadline; and (v) must be personally signed and clearly indicate that (s)he wants to be excluded from the Class. A Request for Exclusion that does not include all of the foregoing information, that is sent to an address other than the one designated in the Class Notice, or that is not received within the time specified shall be invalid and the Class Member serving such a request shall be deemed a member of the Settlement Class and shall be bound as a Class Member by the Settlement. Not later than ten (10) days after the Opt-out Deadline, the Settlement Administrator shall provide to Class Counsel and Defendants' Counsel a complete and final list of Class Members who submitted requests to exclude themselves from the Settlement.

10. Any member of the Class may comment in support of or in opposition to the Settlement; *provided, however*, that all comments and objections must be made in writing and mailed to the Settlement Administrator at the address provided in the Class Notice, postmarked no later than forty-five (45) days following the date that the Class Notice was first disseminated to the Class (the "Objection Deadline"). In addition, any objection must include the following: (i) the name of this Action; (ii) the objector's full name, address, and telephone number; (iii) if applicable, the name and address of any person claiming to be legally entitled to object on behalf of a Class Member and the basis of such legal entitlement; (iv) all grounds for the objection and all documents to be used in support of the objection; (v) proof that the objector is a member of the Class; (vi) whether the objector is represented by counsel and, if so, the identity of such

counsel, and all previous objections filed by the objector and their counsel within the last two years; and (vii) the objector's signature. Not later than two (2) days after the Objection Deadline, the Settlement Administrator shall provide to Class Counsel and Defendants' Counsel all objections submitted by Class Members. Not later than twenty (20) days after the Objection Deadline, Class Counsel shall file with the Court any and all objections to the Agreement and/or to Class Counsel's Application for Attorneys' Fees and Costs and Request for Service Awards. A Class Member who objects to the Settlement need not appear at the Fairness Hearing for his, her, or its comment or objection to be considered by the Court.

11. Any Class Member who fails to make a timely objection shall waive and forfeit any and all rights (s)he may have to object and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action including the Final Approval Order and Final Judgment.

12. The Agreement and the proceedings and statements made pursuant to the Agreement or papers filed relating to the approval of the Agreement, and this Order, are not and shall not in any event be construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or an admission of any kind by any of the Parties of (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Action, any other litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative proceeding, or other forum, or (ii) any liability, responsibility, fault, wrongdoing, or otherwise of the Parties. Defendants have denied and continue to deny the claims asserted by Plaintiffs. Nothing contained herein shall be construed to prevent the Parties from offering the Agreement into evidence for the purposes of enforcement of the Agreement.

13. The certification of the Class shall be binding only with respect to the Settlement of the Action. In the event that the Agreement is terminated pursuant to its terms or is not approved in all material respects by the Court, or such approval is reversed, vacated, or modified in any material respect by this or any other court, the certification of the Class shall be deemed vacated, the Action shall proceed as if the Class had never been certified (including Defendants' right to oppose any subsequent motion for class certification), and no reference to the Settlement, Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

14. In further aid of the Court's jurisdiction to review, consider, implement and enforce the Settlement, Plaintiffs and members of the Class are preliminarily enjoined and barred from commencing, prosecuting, or otherwise litigating, in whole or in part, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located, any contention, allegation, claim, cause of action, matter, lawsuit, or action (including actions pending as of the date of this Order), that concern or relate in any way to: (i) the claims that were or could have been asserted in the Action. Any person or entity who knowingly violates such injunction shall pay the reasonable costs and attorneys' fees incurred by Defendants as a result of such violation.

IT IS SO ORDERED this _____ day of _____.

Amy Joseph and Robert O'Brien, on behalf of themselves and all others similarly situated v.

Monster, Inc., Best Buy Stores, L.P., and BestBuy.com, LLC

Case No. 2015 CH 13991 (Cir. Ct. Cook Cnty., Ill.)

COURT APPROVED LEGAL NOTICE

What is this Notice about? A Settlement has been reached in a class action lawsuit alleging that Defendants Monster, Inc., Best Buy Stores, L.P. and BestBuy.com, LLC engaged in deceptive marketing. Defendants deny all allegations of wrongdoing. The sole purpose of this notice is to inform you that if you are a Class Member, you must decide whether to participate in the Settlement or take other action including filing a claim for benefits, as described in this Notice.

Who is included? The Class includes all persons who purchased a Monster HDMI cable advertised as having a bandwidth exceeding 10.2 Gigabits per second in the United States between August 25, 2011 and [PRELIMINARY APPROVAL DATE]. Photographs of the product packaging that are included in this Settlement are posted on the Settlement Website at www.HDMICableSettlement.com.

What does the settlement provide? Class Members submitting a valid claim may choose a cash payment or store credit. Some options require submission of proof of purchase. The Settlement also provides for attorneys' fees not to exceed \$325,000 and incentive awards to two Class Representatives in the amount of \$3,000 each. Additionally, Monster will modify the representations on certain of its HDMI Cable boxes.

How to get a payment. If you qualify, you can submit your claim online at www.HDMICableSettlement.com or obtain a paper claim form from www.HDMICableSettlement.com or by calling [PHONE NUMBER]. You may receive between \$10 and \$35 in cash or online store credit depending on which HDMI Cable you purchased, which option you choose, and whether you have proof of purchase. The claim deadline is [DATE].

Your other options. If you do not want to be legally bound by the Settlement, you must exclude yourself by mailing a written, signed request for exclusion to the Settlement Administrator by

[DATE]. If you exclude yourself, you will not be eligible for Settlement benefits. If you do not exclude yourself, you will release your claims against all Defendants. If you do not exclude yourself, you may nonetheless object to the Settlement if you do not agree with any or all of its terms. You must mail your written, signed objection to the Settlement Administrator by [DATE]. The Settlement Website, www.HDMicablesttlement.com, contains detailed information about how to exclude yourself from or object to the Settlement.

Hearing. The Court will hold a Fairness Hearing on [DATE AND TIME] to consider whether to approve the Settlement, including the requests for attorneys' fees and service awards for the Class Counsel and Class Representatives. You may appear at the hearing, either personally or through an attorney hired by you, but you do not have to.

More Information. This Notice is a summary. To read a more detailed description of the terms of the Settlement, the full Notice, and the Settlement Agreement, which more fully describe your rights, visit www.HDMicablesttlement.com or contact the Settlement Administrator at [PHONE NUMBER].

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION

FILED
JUL 14 2015

AMY JOSEPH and ROBERT O'BRIEN,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

MONSTER, INC.,
a Delaware corporation,
BEST BUY STORES, L.P.,
a Minnesota corporation, and
BESTBUY.COM, LLC,
a Minnesota limited liability company,

Defendants.

No. 15 CH 13991

Jury Trial Demanded

AMENDED CLASS ACTION COMPLAINT

Plaintiffs Amy Joseph and Robert O'Brien (hereafter "Plaintiffs") bring this action individually, and on behalf of all others similarly situated, by and through counsel, and against Defendants Monster, Inc. ("Monster"), Best Buy Stores, L.P. ("BB Stores") and BestBuy.com, LLC ("BB.com") (BB Stores and BB.com are collectively, "Best Buy") (Monster and Best Buy are collectively, "Defendants"), as follows:

INTRODUCTION

1. Plaintiffs bring this false advertising and consumer protection class action lawsuit on behalf of consumers who purchased Monster's brand of High Definition Multimedia Interface ("HDMI") cables.

2. This case involves the Defendants' false and fraudulent claims that consumers are required to purchase and use Monster HDMI cables that transmit digital signals faster than other HDMI cables so that the consumers' televisions function properly. The Defendants'

statements are false because the increase in bandwidth does not affect the television's performance.

3. Monster misrepresents on all its packaging for HDMI cables that 1080p and 4K HDTVs will not work properly unless consumers use Monster HDMI cables with bandwidths of 18.0, 22.5, or 27.0 gigabits per second ("Gbps"). However, any HDMI cable (from any company) with a bandwidth of 10.2 Gbps can transmit the signals. Monster prominently places these misrepresentations on all its packaging for HDMI cables sold in the United States. Best Buy affirms and repeats these misrepresentations to consumers on its website, in its stores, and at the time of sale.

4. The representations that Monster makes on the packaging of its HDMI cables are highly important to potential consumers, as the statements differentiate Monster's products from its competitors and give consumers the impression that Monster-brand HDMI cables are required to operate 1080p and 4k HDTVs. Defendants charge a premium price for Monster HDMI cables based on the false claims that the cables are required for the optimal performance of the televisions, when, in fact, the faster bandwidths of the cables do not increase the television's performance.

5. HDMI cables, which transmit digital signals, do not suffer from signal degradation along the cable—*i.e.* the consumer's HDTV either receives the digital signal or it does not. The specific Gbps of the HDMI cable do not affect the quality of the signal received.

6. Numerous technology experts have regularly criticized Monster for misleading the public with false claims about its products. Publications such as Life Hacker, PCWorld, PC Magazine and CNET have found that high priced HDMI cables, such as Monster's, have no effect on video quality and are no different in functionality than a cheaper HDMI cable.

Multiple studies from these various publications have proven that HDMI cables offer the same quality and performance regardless of price.

7. Despite Monster's promises for superior performance, studies have found that Monster's high-priced cables offer no greater technical functionality over any other HDMI cable. Monster's HDMI cables provide no additional benefits to consumers.

8. The allegations in this Complaint are based on the personal knowledge of Plaintiffs as to themselves, and on information and belief as to all other matters through investigation of Plaintiffs' undersigned counsel.

JURISDICTION

9. Jurisdiction over Defendants is proper under 735 ILCS 5/2-209(a)(1) (transaction of any business within this State), section 2-209(a)(7) (the making or performance of any contract or promise substantially connected with this State), section 2-209(b)(4) (corporation doing business within this State), and section 2-209(c) (any other basis now or hereafter permitted by the Illinois Constitution and the Constitution of the United States).

10. Venue is proper in this County pursuant to 735 ILCS 5/2-101, because this is the county in which the transaction, or some part thereof occurred, and Defendants are corporations doing business in this County. 735 ILCS 5/2-102(a).

PARTIES

11. Plaintiff Amy Joseph is a resident and citizen of Illinois. Ms. Joseph purchased a Monster HDMI cable from a Best Buy retail store in Illinois.

12. Plaintiff Robert O'Brien is a resident and citizen of California. Mr. O'Brien purchased a Monster HDMI cable from a Best Buy retail store in California.

13. Defendant Monster, Inc. is a Delaware corporation, with its principal place of business at 455 Valley Drive, Brisbane, California 94005. Monster designs, distributes, and sells HDMI cables in the United States, including in Cook County, Illinois.

14. Defendant Best Buy Stores, L.P. is a Minnesota corporation, with its principal place of business at 7601 Penn Avenue South, Richfield, Minnesota 55423. BB Stores is a consumer electronics retailer that advertises, distributes, and sells Monster's HDMI cables to thousands of consumers in the United States, including in Cook County, Illinois.

15. Defendant BestBuy.com, LLC is a Minnesota limited liability company, with its principal place of business at 7601 Penn Avenue South, Richfield, Minnesota 55423. BB.com is a consumer electronics retailer that advertises, distributes, and sells Monster's HDMI cables to thousands of consumers in the United States, including in Cook County, Illinois.

FACTUAL ALLEGATIONS

Background Facts

16. HDMI is a signal for transmitting digital audio and video from high definition ("HD") sources such as digital cable boxes and Blu-ray devices to HD monitors such as HDTVs.

17. Prior to the introduction of HDMI and digital media, all audio and video data was transmitted through analog signals along analog cables. Analog transmits information through pulses of varying amplitudes, whereas HDMI transmits information through two distinct amplitudes. Starting in the 1990s, video sources began transitioning from analog to digital, leading to the introduction of HDTVs and technologies such as digital cable and DVDs.

18. In 2002, the leading consumer electronics companies partnered to develop a new digital standard called HDMI (High Definition Multimedia Interface). Advanced video and audio data could now be transmitted through a single cable (HDMI cables). HDMI is now the

standard format for digital video and, since 2003, has been licensed by more than 1,300 companies that have produced various HDMI products.

19. Analog signal quality varies depending on levels of degradation as the signals are transmitted. Digital signals, however, work perfectly or not at all. When the signal is transmitted via an HDMI cable to a device, it is transmitted with the same exact quality every time. If something does not work properly during the transmission, the device's screen will remain blank. Therefore, there is no noticeable difference between any two functioning HDMI cables within the same category.

20. There are currently five separate categories of HDMI cables: HDMI Standard, HDMI Standard with Ethernet, HDMI Standard Automotive, HDMI High Speed, and HDMI High Speed with Ethernet. HDMI Standard and HDMI High Speed cables are classified as two separate categories.

21. A cable classified as HDMI High Speed must be able to transmit digital signals at 10.2 Gbps. Any HDMI High Speed cable is designed to handle video resolutions of 1080p and above, including advanced displays for devices such as 4K and 3D televisions.

22. Manufacturers of these 4K devices recommend that consumers use HDMI High Speed cables with their devices. These cables can be purchased for less than ten dollars. Any HDMI High Speed cable can function with these advanced devices as long as it can transmit 10.2 Gbps.

23. Despite the fact that any cable capable of transmitting 10.2 Gbps can work with advanced devices, Monster misrepresents that consumers need cables that transmit even faster. On its packaging, Monster displays a comparison of bandwidth speeds that informs consumers that they need Monster's faster cables in order to transmit various amounts of data. Similarly,

Monster's website represents to consumers that faster cables—such as Monster's cables—are required for 1080p and 4k televisions.

Monster's and Best Buy's Misrepresentations

24. As described above, any HDMI High Speed cable will work to transmit 10.2 Gbps to various devices. Higher speeds provided by Monster's HDMI cables are unnecessary to achieve perfect transmissions. However, consumers, including Plaintiffs and the Class, were deceived by Defendants' misrepresentations into purchasing Monster's HDMI cables for a significantly higher price than other, equally as effective, HDMI cables.

25. Additionally, Monster has created its own set of terms to describe its HDMI cables and to mislead consumers. The official HDMI standards created the HDMI High Speed category. However, Monster created its own categories—Advanced High Speed, Ultra High Speed, and Ultimate High Speed—that have no technical or practical meaning. Monster uses these terms to convince consumers that Monster's cables have some additional benefits even though they do not. Consumers, including Plaintiffs and the Class, reasonably relying on Monster's misrepresentations, would therefore conclude that Monster's high performance cables are required to achieve a better result.

26. Monster's advertising contains a performance chart detailing the various speeds of its HDMI cables and instructs consumers to choose a cable based on the speed necessary for transmission of digital signals. The chart states that "Advanced High Speed" cables with a bandwidth of ">18.0 Gbps" are needed to transmit a signal with "1080p, 120Hz, 16 Bit Color" or "4K, 30/60Hz, 8-12 Bit Color"; "Ultra High Speed" cables with a bandwidth of ">22.5 Gbps" are necessary to transmit a signal with "4K, 30/60Hz, 8-14 Bit Color"; and "Ultimate High Speed" cables with a bandwidth of ">27.0 Gbps" are necessary to transmit a signal with "4K,

60/120Hz, 8-16 Bit Color.” However, any HDMI cable with a bandwidth of 10.2 Gbps or greater can be called “High Speed” and will be sufficient to transmit any 1080p and 4K signals.

27. Defendants’ misrepresentations allow Monster HDMI cables to sell for a high price, anywhere between \$100-200, whereas other HDMI cables with the same bandwidth and functionality sell for a far lower price, as low as \$10. These misrepresentations allow Monster HDMI cables to command a far higher price than they would otherwise be able to.

28. Monster additionally misled consumers by increasing the bandwidth qualifications necessary for the transmission of HDMI signals with its cables. Monster initially claimed that a bandwidth of “>17.8 Gbps” was sufficient to transmit a signal of “4Kx2K, 240/480Hz, 8-16 Bit Color.” Now, however, Monster increased the “requirement” to a bandwidth of “>27.0 Gbps” for the transmission of the same signal. While the transmission “requirements” have not changed, the supposed requirements have increased, thereby inducing consumers to purchase the faster (and higher priced) HDMI cable.

29. Best Buy owns, operates, and controls the website “www.bestbuy.com.” On its website, Best Buy advertises and sells Monster HDMI cables. For each different Monster HDMI cable that Best Buy advertises and sells on its website, it includes a picture and a description of the cable.

30. The Monster HDMI cable descriptions on the Best Buy website use the same terminology as Monster’s advertising—that the Monster HDMI cables are rated as Advanced High Speed, Ultra High Speed, or Ultimate High Speed. Further, Best Buy advertises that the certain cables are necessary to transmit digital signals; for example: “Advanced High Speed” cables with a bandwidth of “>18.0 Gbps” are needed to transmit a signal with “1080p, 120Hz, 16 Bit Color” or “4K, 30/60Hz, 8-12 Bit Color”; “Ultra High Speed” cables with a bandwidth of

“>22.5 Gbps” are necessary to transmit a signal with “4K, 30/60Hz, 8-14 Bit Color”; and “Ultimate High Speed” cables with a bandwidth of “>27.0 Gbps” are necessary to transmit a signal with “4K, 60/120Hz, 8-16 Bit Color.”

31. Best Buy also advertises and sells Monster HDMI cables in its retail stores. Best Buy, through its officers, agents, and employees, affirms and repeats the misrepresentations about Monster HDMI cables to consumers, including Plaintiffs and Class members.

32. Best Buy’s representations allow it to sell Monster HDMI cables for a high price, whereas other HDMI cables with the same bandwidth and functionality sell for a far lower price, as low as \$10. These misrepresentations allow Best Buy to sell Monster HDMI cables at a far higher price than it would otherwise be able to, and reap a greater profit for those cables at the expense of Plaintiffs and the Class.

33. Best Buy makes the representations to consumers, including Plaintiffs and Class members, to convince consumers to purchase the more expensive HDMI cables and make a profit at their expense.

Facts as to Plaintiffs

34. Prior to their purchase of the HDMI cables, Plaintiffs carefully reviewed Defendants’ claims related to Monster HDMI cables. They also reviewed the Monster HDMI cable’s packaging and were exposed to Defendants’ claims that Monster’s HDMI cable was necessary to properly transmit HDMI signals to their 4K televisions.

35. Plaintiffs saw Defendants’ representations prior to and at the time of their purchase, and understood it as a representation and warranty that the Monster HDMI cable could provide the benefit represented. Plaintiffs attributed value to the misrepresentation and would not

have purchased Monster's HDMI cable had they known that the benefit was false and that the cable did not perform as represented.

36. Due to Defendants' misrepresentations, Plaintiffs paid a substantially high price for the HDMI cable. They also understood that the purchase came with Defendants' representations and warranties that Monster's HDMI cable was required to transmit signals to their 4K televisions.

37. Defendants' misrepresentations and false advertising induced Plaintiffs to purchase the HDMI cables. Had they known about Defendants' misrepresentations, they would not have purchased Monster's HDMI cable at all, or would have paid a substantially reduced price.

38. The acts alleged to have been done by Defendants were authorized, ordered, or performed by their directors, officers, managers, agents, employees, or representatives while actively engaged in the management of Defendants' affairs.

CLASS ALLEGATIONS

39. **Class Definition:** Plaintiffs bring this action pursuant to 735 ILCS 5/2-801, on behalf of themselves and a nationwide Class of similarly situated individuals and entities ("the Class"), defined as follows:

All persons who purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in the United States since August 25, 2011.

Excluded from the Class are: (a) any persons who are employees, directors, officers, and agents of Defendants or their subsidiaries and affiliated companies; (b) any persons who timely and properly exclude themselves from this lawsuit; (c) the Court, the Court's immediate family, and Court staff; and (d) all persons who purchased a Monster HDMI Cable by or through Target or Walmart stores.

40. In addition to the Class defined above, Plaintiffs also bring this action pursuant to 735 ILCS 5/2-801 on behalf of a nationwide subclass of similarly situated individuals and

entities who purchased a Monster HDMI cable from Best Buy. This Subclass is defined as follows:

Nationwide Best Buy Subclass:

All persons who purchased from Best Buy a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in the United States since August 25, 2011.

Excluded from the Best Buy Subclass are: (a) any persons who are employees, directors, officers, and agents of Defendants or their subsidiaries and affiliated companies; (b) any persons who timely and properly exclude themselves from this lawsuit; (c) the Court, the Court's immediate family, and Court staff; and (d) all persons who purchased a Monster HDMI Cable by or through Target or Walmart stores.

41. In addition to the Class and nationwide subclass defined above, Plaintiffs also bring this action pursuant to 735 ILCS 5/2-801 on behalf of four subclasses of similarly situated individuals and entities who purchased a Monster HDMI cable in the same state as each Plaintiff, and who purchased a Monster HDMI cable in that state from Best Buy. The Illinois subclasses are brought by Ms. Joseph, and the California subclasses are brought by Mr. O'Brien. These Subclasses are defined as follows:

Illinois Subclass: All persons who purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in Illinois since August 25, 2011.

Illinois Best Buy Subclass: All persons who purchased from Best Buy a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in Illinois since August 25, 2011.

California Subclass: All persons who purchased a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in California since August 25, 2011.

California Best Buy Subclass: All persons who purchased from Best Buy a Monster HDMI Cable advertised as having a bandwidth exceeding 10.2 Gbps in California since August 25, 2011.

Excluded from each subclass are: (a) any persons who are employees, directors, officers, and agents of Defendants or their subsidiaries and affiliated companies; (b) any persons who timely and properly exclude themselves from this lawsuit; (c) the Court, the Court's immediate

family, and Court staff; and (d) all persons who purchased a Monster HDMI Cable by or through Target or Walmart stores.

42. **Numerosity:** The exact number of Class members is unknown and is not available to Plaintiffs at this time, but individual joinder in this case is impracticable. On information and belief, the Class likely consists of tens of thousands of individuals that are geographically dispersed throughout the country, including in Illinois and California.

43. **Commonality and Predominance:** There are several questions of law and fact common to the claims of Plaintiffs and members of the putative Class, and those questions predominate over any questions that may affect individual putative Class members. Common questions include, but are not limited to, the following:

- A. Whether Defendants' advertising and promotion of the HDMI cables is false and misleading;
- B. Whether Defendants made fraudulent misrepresentations or omissions with the intent to mislead Plaintiffs and Class members;
- C. Whether Defendants thereby violated the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/1, *et seq.*;
- D. Whether Defendants breached an express warranty related to the Monster HDMI cables;
- E. Whether Defendants breached implied warranties related to the Monster HDMI cables;
- F. Whether Defendants fraudulently misrepresented that Monster HDMI cables with bandwidths greater than 10.2 Gbps are necessary for 1080p and 4k transmissions;
- G. Whether Defendants negligently misrepresented that Monster HDMI cables with bandwidths greater than 10.2 Gbps are necessary for 1080p and 4k transmissions;
- H. Whether Defendants were unjustly enriched as a result of their conduct;
- I. Whether Defendants violated the California Consumer Legal Remedies Act, Cal.Civ.Code §§ 1750, *et seq.*;

- J. Whether Defendants violated the California Unfair Competition Law, Cal.Bus. & Prof.Code §§ 17200, *et seq.*;
- K. Whether Defendants violated the California False Advertising Law, Cal. Bus. & Prof.Code §§ 17500, *et. seq.*;
- L. Whether Defendants violated the consumer fraud acts of the 50 states and of Washington, D.C.; and
- M. Whether, and to what extent, Plaintiffs and members of the Class were damaged as a result of Defendants' conduct alleged herein.

44. **Typicality:** Plaintiffs' claims are typical of the claims of the Class members. All are based on the same legal and factual issues. Plaintiffs and each of the Class members purchased Monster HDMI cables from the Defendants during the relevant time period. Moreover, Defendants' aforementioned misrepresentations and omissions were uniformly made to Plaintiffs and all Class members.

45. **Adequacy of Representation:** Plaintiffs will fairly and adequately represent and protect the interests of the Class, and have retained counsel competent and experienced in complex class actions. Plaintiffs have no interest antagonistic to those of the Class, and Defendants have no defenses unique to Plaintiffs.

46. **Superiority:** Class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy, because joinder of all parties is impracticable. Furthermore, it would be virtually impossible for the individual members of the Class to obtain effective relief because the damages suffered by individual Class members are likely to be relatively small, especially given the burden and cost of individually conducting the complex litigation necessitated by Defendants' actions. Even if Class members were able or willing to pursue such individual litigation, a class action would still be preferable due to the fact that a multiplicity of individual actions would likely increase the expense and time of litigation given the complex legal and factual controversies presented in this Complaint. A class action, on the

other hand, provides the benefits of fewer management difficulties, single adjudication, economy of scale, and comprehensive supervision by a single court, and would result in reduced time, effort and expense for all parties and the Court, and ultimately, the uniformity of decisions.

47. Unless a class is certified, Defendants will retain monies received as a result of their conduct that was wrongfully taken from Plaintiffs and Class members. Unless an injunction is issued, Defendants will continue to commit the violations alleged, and the members of the putative Class and the general public will continue to be misled and continue to be overcharged for Monster HDMI cables.

48. By promoting the false and misleading misrepresentations alleged herein, Defendants have acted and refused to act on grounds generally applicable to the proposed Class, making appropriate final injunctive relief with respect to the proposed Class as a whole.

COUNT I

Violation of the Illinois Consumer Fraud and Deceptive Trade Practices Act (815 ILCS § 505/1, *et seq.*) (On Behalf of Plaintiff Joseph and the Illinois Subclasses)

49. Plaintiff Joseph repeats and re-alleges paragraphs 1-48 as though fully set forth herein.

50. At all relevant times there was in full force and effect the Illinois Consumer Fraud and Deceptive Trade Practices Act ("ICFA"), 815 ILCS § 505/1, *et seq.*

51. Defendants violated section 505/2 of the ICFA, which provides, in relevant part:

Unfair . . . or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby

815 ILCS 505/2.

52. Defendants are “persons” as defined by section 505/1(c) of the ICFA.
53. Plaintiff Joseph and the Class members are “consumers” as defined by section 505/1(e) of the ICFA because they purchased the Monster HDMI cables for their personal, family, or household use.
54. Monster HDMI cables constitute “merchandise” under the meaning of section 505/1(b) as the cables are objects, wares, and goods.
55. Defendants’ false promises, misrepresentations and omissions regarding the true functionality and benefits of Monster HDMI cables constitute deceptive and unfair acts or practices prohibited by Chapter 2 of the ICFA.
56. Defendants made false and fraudulent statements, and misrepresented and omitted facts regarding Monster HDMI cables with a bandwidth of 10.2 Gbps or faster being necessary for transmission of digital signals. Specifically, Defendants misrepresented that Monster HDMI cables of 10.2 Gbps and faster are required to transmit digital signals, and can do so in a superior manner, compared to HDMI cables of 10.2 Gbps from other brands.
57. Defendants intended that Plaintiff Joseph and the Class members rely on the false and fraudulent statements, misrepresentations, and omissions of material facts by purchasing Monster HDMI cables.
58. Plaintiff Joseph and the Class members saw Defendants’ marketing and advertising materials prior to purchasing Monster HDMI cables, and they reasonably relied on Defendants’ misrepresentations and omissions when they purchased Monster HDMI cables.
59. Plaintiff Joseph’s and the Class members’ expectations that Monster HDMI cables of 10.2 Gbps were necessary for the transmission of digital signals were reasonable due to the Defendants’ misrepresentations and omissions described herein.

60. Defendants' misrepresentations and omissions regarding the necessity and superiority of Monster HDMI cables were material to Plaintiff Joseph's and the Class members' decision to purchase Monster HDMI cables.

61. Had Plaintiff Joseph and the Class been aware of the true facts regarding Defendants' claims relating to the Monster HDMI cables, they would have declined to purchase Monster HDMI cables, or would have paid less money for them.

62. Defendants knew that their statements and omissions regarding the true necessity and functionality of Monster HDMI cables compared to other HDMI cables were false.

63. Defendants' practices set forth herein offend public policy, were and are immoral, unethical, oppressive, and unscrupulous, and cause substantial injury to consumers.

64. The above-described deceptive and unfair acts and practices were used or employed in the conduct of trade or commerce, namely, the sale of goods to Plaintiff Joseph and the Class members.

65. As a direct and proximate result of Defendants' unfair and deceptive acts or practices, Plaintiff Joseph and members of the Class suffered damages, in an amount to be determined at trial, by purchasing Monster HDMI cables because they would not have purchased Monster HDMI cables or paid substantially less for them.

COUNT II

Breach of Express Warranty (Illinois Commercial Code § 2-313) (On Behalf of Plaintiffs and the Nationwide Class)

66. Plaintiffs repeat and re-allege paragraphs 1-48 as though fully set forth herein.

67. At all relevant times there was in full force and effect the Illinois Commercial Code provision regulating express warranties, codified as 810 ILCS 5/2-313.

68. Defendants, as the manufacturers, marketers, distributors, and/or sellers of the Monster HDMI cables, expressly warranted that Monster HDMI cables with bandwidths greater than 10.2 Gbps are necessary for 1080p and 4K transmissions.

69. Defendants offer a lifetime warranty of the Monster HDMI cables.

70. Defendants' representations, affirmations of fact, and promises related to the Monster HDMI cables constitute an express warranty because the representations, affirmations, and promises became part of the basis of the bargain with Plaintiffs and the Class members that the Monster HDMI cables conform to Defendants' representations that the higher speed Monster HDMI cables are required to operate 1080p and 4k televisions.

71. Plaintiffs and the Class members relied on Defendants' representations, affirmations of fact, and promises related to the Monster HDMI cables by purchasing said cables.

72. However, Monster HDMI cables are not required to transmit 1080p and 4K signals and deliver no benefits to consumers over HDMI cables with 10.2 Gbps bandwidth.

73. Defendants breached the express warranty, as the Monster HDMI cables do not conform with Defendants' affirmations of fact and promises relating to the necessity to use Monster HDMI cables with a bandwidth of 10.2 Gbps or faster to operate 1080p or 4k televisions.

74. As a direct and proximate result of Defendants' breach of the express warranty, Plaintiffs and the Class members suffered damages, in an amount to be determined at trial, because they would not have purchased Monster HDMI cables if they knew the misrepresentations about the product, and the Monster HDMI cables they purchased were worth substantially less than the cables they were promised and expected.

COUNT III
Breach of Implied Warranty of Merchantability,
(Illinois Commercial Code §§ 2-314 and 2-315)
(On Behalf of Plaintiffs and the Nationwide Class)

75. Plaintiffs repeat and re-allege paragraphs 1-48 as though fully set forth herein.
76. At all relevant times there was in full force and effect a provision of the Illinois Commercial Code governing implied warranties, codified as 810 ILCS 5/2-314 and 5/2-315.
77. Defendants, as the manufacturers, marketers, distributors, and/or sellers of the Monster HDMI cables, are merchants with respect to electronic goods.
78. Defendants impliedly warranted that Monster HDMI cables provide superior transmission of digital signals over other HDMI cables and are necessary for clearer and faster digital signal transmissions. Further, Defendants represented that the Monster HDMI cables are required for the particular purpose of 1080p and 4k television transmissions. Defendants had reason to know of the particular purpose of 1080p and 4k television transmissions because Defendants represented that the goods were required for that particular purpose and that buyers would rely on Defendants' skills and judgment regarding 1080p and 4k television transmissions.
79. Defendants breached the warranty implied in the contract for sale of Monster HDMI cables because the cables could not pass without objection in the trade under the contract description; were not adequately contained, packaged, and labeled as the agreement may require; did not conform to the promise or affirmations of fact made on the container or label; and the higher speed cables are not required for the particular purpose of 1080p and 4k transmissions.
80. Plaintiffs and the Class members relied upon Defendants' ability to truthfully represent the capacity of the Monster HDMI cables when making their purchases.
81. The Monster HDMI cables were not altered by Plaintiffs or Class members.

82. Defendants knew that the Monster HDMI cables would be purchased and used by Plaintiffs and the Class members without additional testing.

83. The Monster HDMI cables were defective and unfit for their intended purpose, and Plaintiffs and Class members did not receive the products as warranted.

84. As a direct and proximate result of Defendants' breach of the implied warranty, Plaintiffs and Class members suffered damages, in an amount to be determined at trial, as the Monster HDMI cables they received were worth substantially less than the HDMI cables they were promised and expected.

COUNT IV
Common Law Fraud
(On Behalf of Plaintiffs and the Nationwide Class)

85. Plaintiffs repeat and re-allege paragraphs 1-48 as though fully set forth herein.

86. Defendants made false statements to Plaintiffs and Class members regarding Monster HDMI cables, including that Monster HDMI cables with bandwidths greater than 10.2 Gbps are necessary for 1080p and 4K transmissions.

87. Defendants' representations that Monster HDMI cables with bandwidths of 10.2 Gbps or faster are necessary for 1080p and 4k transmissions were material to Plaintiffs' and the Class members' decisions to purchase Monster HDMI cables.

88. Defendants knew that their representations that Monster HDMI cables with bandwidths greater than 10.2 Gbps are necessary for 1080p and 4K transmissions are false.

89. Defendants intended Plaintiffs and Class members to rely on the false statements by purchasing Monster HDMI cables.

90. Plaintiffs and Class members reasonably relied on Defendants' statements and were induced to purchase Monster HDMI cables as a result.

91. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs and Class members suffered damages, in an amount to be determined at trial, because, if they had known the truth about Defendants' fraudulent statements, they would not have purchased the Monster HDMI cables or would have paid less for the cables.

COUNT V
Negligent Misrepresentation
(On Behalf of Plaintiffs and the Nationwide Class)

92. Plaintiffs repeat and re-allege paragraphs 1-48 as though fully set forth herein.

93. Defendants owed Plaintiffs and Class members a duty of care in communicating truthful information upon which they expected Plaintiffs and Class members to reasonably rely in purchasing HDMI cables.

94. Defendants misrepresented that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions. At the time that Defendants made these representations, Defendants knew or should have known that these representations were false and misleading, or made them without knowledge of their truth or accuracy.

95. Monster states on its website that its HDMI cables are the only HDMI cables certified by the Imaging Science Foundation for high-resolution displays. This statement lacks substance, however, because the cables transmit digital signals, and therefore, the transmissions work as perfectly as non-certified HDMI cables of the same bandwidth.

96. Monster also states on its website that its HDMI cables are necessary because "with other cables, you may not be getting the full 4K UltraHD experience because data gets clogged in the pipeline due to constricted bandwidth." This claim is false because other HDMI cables with the same bandwidth have been proven in studies to work equally well.

97. Defendants were careless and negligent in ascertaining the truth regarding the Monster HDMI cables and the necessity of the cables for 1080p and 4k transmissions.

98. Defendants' misrepresentations and omissions of fact about Monster HDMI cables were material to Plaintiffs' and the Class members' purchase of Monster HDMI cables.

99. Plaintiffs and Class members reasonably relied on the misrepresentations and omissions made by Defendants and were induced to purchase Monster HDMI cables.

100. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiffs and Class members suffered damages, in an amount to be determined at trial, because they would not have purchased, or would have paid less for, the Monster HDMI cables if they had known the truth regarding Defendants' misrepresentations pertaining to the cables.

COUNT VI
Unjust Enrichment
(On Behalf of Plaintiffs and the Nationwide Class)

101. Plaintiffs repeat and re-allege paragraphs 1-48 as though fully set forth herein.

102. Plaintiffs and Class members provided benefits to Defendants by purchasing Monster HDMI cables.

103. Defendants have been unjustly enriched in retaining the revenues derived from the purchases of Monster HDMI cables by Plaintiffs and Class members.

104. Retention of those monies under the circumstances is unjust and inequitable due to Defendants' misrepresentations that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions.

105. Defendants' misrepresentations caused harm to Plaintiffs and Class members because if Plaintiffs and Class members had known about Defendants' misrepresentations, they would not have purchased Monster HDMI cables or would not have paid as much for said cables.

COUNT VII
Violation of the California Consumer Legal Remedies Act
(Cal.Civ.Code §§ 1750, et seq.)
(On Behalf of Plaintiff O'Brien, the Nationwide Class, and the California Subclasses)

105. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-48 with the same force and effect as though fully set forth herein.

106. Cal.Civ.Code § 1770 makes unlawful “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods.”

107. The Consumer Legal Remedies Act “shall be liberally construed and applied to promote its underlying purposes, which are to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection.” Cal.Civ.Code § 1760.

108. The Monster HDMI cables are “goods” as defined by Cal.Civ.Code § 1761(a).

109. Each Defendant is a “person” as defined by Cal.Civ.Code § 1761(c).

110. Plaintiffs and members of the Class are “consumers” as defined by Cal.Civ.Code § 1761(d).

111. By representing that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions within the State of California, Defendants affected commerce and trade within the State of California.

112. Defendants engaged, and still engage, in unfair or deceptive acts or practices in violation of Cal.Civ.Code § 1770(a)(5) when, in marketing and selling Monster HDMI cables, Defendants misrepresent that cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions.

113. Defendants engaged, and still engage, in unfair or deceptive acts or practices in violation of Cal.Civ.Code § 1770(a)(7) when, in marketing and selling Monster HDMI cables, Defendants misrepresent the standard, quality, and grade of goods by representing that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions.

114. Defendants intended, and still intend, that Plaintiffs and the members of the Class rely upon Defendants' misrepresentations and omissions concerning the quality and characteristics of the Monster HDMI cables.

115. Defendants' misrepresentations and omissions possess the tendency or capacity to mislead and create the likelihood of deception.

116. Defendants' actions, as set forth herein, are acts related to the advertisement and sale of consumer merchandise, and constitute unfair and deceptive trade practices in violation of Cal.Civ.Code § 1770.

117. Defendants' actions are unfair business practices because they offend an established public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

118. Acting as reasonable consumers, had Plaintiffs and the Class known that Monster HDMI cables with bandwidths greater than 10.2 Gbps are not required for 1080p and 4K transmissions, they would not have purchased the Monster cables.

119. Plaintiffs and Class members could not have reasonably avoided the injuries suffered by purchasing the Monster cables because it was reasonable for Plaintiffs and Class members to rely on Defendants' misrepresentations and omissions.

120. As a direct and proximate result of these unfair, deceptive and unconscionable commercial practices, Plaintiffs and the members of the Class have suffered damages in the form of the money they paid to purchase the Monster cables (“Restitution Damages”), plus additional incidental and consequential damages (“Actual Damages”) resulting from the use of the cables.

121. The injury suffered by consumers as a result of Defendants’ unfair and unlawful conduct is substantial because consumers unknowingly paid to purchase the Monster cables that Defendants misrepresented that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions. Despite their higher price, the Monster cables did not improve Plaintiffs’ and the Class’s televisions’ performance at all.

122. The substantial injury to consumers outweighs any benefit to consumers that may result from Defendants’ misrepresentations regarding the cables.

123. Due to Defendants’ misrepresentations and omissions described above, Plaintiffs, individually, and on behalf of the Class, seek injunctive relief, pursuant to Cal.Civ.Code §1780(a)(2). Plaintiffs seek an order (1) requiring Defendants to cease the deceptive and unfair practices described herein; (2) requiring Defendants to change their marketing and advertising materials, including their website, to reflect that Monster HDMI cables with bandwidths greater than 10.2 Gbps are not required for 1080p and 4K transmissions; and (3) requiring Defendants to remove the false and misleading descriptions of the cables from their marketing and advertising materials, including their website.

124. Plaintiffs seek Restitution Damages, Actual Damages, and punitive damages in this Court. Plaintiffs also seek the recovery of court costs and attorneys’ fees pursuant to Cal.Civ.Code § 1780(e).

COUNT VIII
Violation of the California Unfair Competition Law
(Cal.Bus. & Prof.Code §§ 17200, *et seq.*)
(On Behalf of Plaintiff O'Brien, the Nationwide Class, and the California Subclasses)

125. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-48 with same force and effect as though fully set forth herein.

126. Cal.Bus. & Prof.Code § 17200 makes unlawful fraudulent business acts or practices, and unfair, deceptive, untrue, or misleading advertising.

127. Each Defendant is a "person" as defined by Cal.Bus. & Prof.Code § 17201.

128. By designing, marketing, and selling Monster cables in the State of California, Defendants affected commerce and trade within the State of California.

129. When Plaintiffs and the members of the Class purchased the Monster cables, those payments were processed and money was sent to Monster's headquarters in California.

130. Defendants violated, and continue to violate, Cal.Bus. & Prof.Code §§ 17200, *et seq.* when, in marketing and selling Monster cables, Defendants made and make false or misleading statements, such as that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions.

131. Defendants intended, and still intend, that Plaintiffs and the members of the Class rely upon Defendants' misrepresentations and omissions concerning the need for cables with bandwidths greater than 10.2 Gbps for 1080p and 4K transmissions.

132. Defendants' misrepresentations and omissions possessed the tendency or capacity to mislead and create the likelihood of deception.

133. Defendants' actions, as set forth herein, were acts related to the advertisement and sale of consumer merchandise, and constitute unfair and deceptive trade practices in violation of Cal.Bus. & Prof.Code § 17200.

134. Defendants' actions, as set forth herein, are unfair business practices because they offend an established public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

135. Acting as reasonable consumers, had Plaintiffs and the Class known that there was no need for Monster HDMI cables with bandwidths greater than 10.2 Gbps for 1080p and 4K transmissions, they would not have purchased the Monster cables.

136. Plaintiffs and Class members could not have reasonably avoided the injuries suffered by purchasing the Monster cables because it was reasonable for Plaintiffs and Class members to rely on Defendants' misrepresentations and omissions.

137. As a direct and proximate result of these unfair, deceptive and unconscionable commercial practices, Plaintiffs and the members of the Class have suffered damages in the form of the money they paid to purchase the Monster cables (*i.e.*, Restitution Damages). Plaintiffs, individually, and on behalf of the Class, seek Restitution Damages.

138. The injury suffered by consumers as a result of Defendants' unfair and unlawful conduct is substantial because consumers unknowingly paid to purchase the Monster HDMI cables that Defendants misrepresented was necessary for 1080p and 4K transmissions.

139. The substantial injury to consumers outweighs any benefit to consumers or competition that may result from Defendants' misrepresentations regarding the cables.

140. Due to Defendants' misrepresentations and omissions described above, Plaintiffs, individually, and on behalf of the Class, also seek injunctive relief, pursuant to Cal. Bus. & Prof. Code § 17203. Plaintiffs seek an order (1) requiring Defendants to cease the deceptive and unfair practices described herein; (2) requiring Defendants to change their marketing and advertising

materials, including their websites, to reflect that there is no need for Monster HDMI cables with bandwidths greater than 10.2 Gbps for 1080p and 4K transmissions.

141. In prosecuting this action for the enforcement of important rights affecting the public interest, Plaintiffs seek the recovery of attorneys' fees pursuant to the California Code of Civil Procedure § 1021.5, which is available to a prevailing plaintiff who wins relief for the general public.

COUNT IX
Violation of the California False Advertising Law
(Cal.Bus. & Prof.Code §§ 17500, *et seq.*)
(On Behalf of Plaintiff O'Brien, the Nationwide Class, and the California Subclasses)

142. Plaintiffs repeat and re-allege the allegations in Paragraphs 1-48 with same force and effect as though fully set forth herein.

143. Cal.Bus. & Prof.Code § 17500 makes unlawful false or misleading statements made in the advertisement of property for sale.

144. Each Defendant is a "person" as defined by Cal.Bus. & Prof.Code § 17506.

145. By designing, marketing, and selling Monster cables in the State of California, Defendants affected commerce and trade within the State of California.

146. Most of the misrepresentations and omissions alleged herein were contained on Monster Cable's website, which is maintained in California. Defendants created, developed, and approved of the marketing materials containing the misrepresentations and omissions alleged herein at Monster Cable's headquarters in California.

147. When Plaintiffs and the members of the Class purchased the Monster cables, payments were processed and money was sent to Monster Cable's headquarters in California.

148. Defendants violated, and continue to violate, Cal.Bus. & Prof.Code § 17500 when, in marketing and selling the Monster cables, Defendants made and make false or

misleading statements, such as that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions.

149. Defendants intended, and still intend, that Plaintiffs and the members of the Class rely upon Defendants' misrepresentations and omissions concerning the quality and characteristics of their cables.

150. Defendants' misrepresentations and omissions possessed the tendency or capacity to mislead and create the likelihood of deception.

151. Defendants' actions, as set forth herein, were acts related to the advertisement and sale of consumer merchandise, and constitute unfair and deceptive trade practices in violation of Cal.Bus. & Prof.Code § 17500.

152. Defendants' actions, as set forth herein, are unfair business practices because they offend an established public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

153. Acting as reasonable consumers, had Plaintiffs and the Class known that the Defendants misrepresented that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions, they would not have purchased the cables.

154. As a direct and proximate result of these unfair, deceptive and unconscionable commercial practices, Plaintiffs and the members of the Class have suffered damages in the form of the money they paid to purchase the cables (*i.e.*, Restitution Damages). Plaintiffs, individually, and on behalf of the Class, seek Restitution Damages.

155. Due to Defendants' misrepresentations and omissions described above, Plaintiffs, individually, and on behalf of the Class, also seek injunctive relief, pursuant to Cal.Bus. & Prof.Code § 17535. Plaintiffs seek an order (1) requiring Defendants to cease the deceptive and

unfair practices described herein; and (2) requiring Defendants to change their marketing and advertising materials, including their website, to reflect that Monster HDMI cables with bandwidths greater than 10.2 Gbps are not required for 1080p and 4K transmissions.

156. In prosecuting this action for the enforcement of important rights affecting the public interest, Plaintiffs seek the recovery of attorneys' fees pursuant to the California Code of Civil Procedure § 1021.5, which is available to a prevailing plaintiff who wins relief for the general public.

COUNT X
**Violation of the Consumer Fraud and Deceptive Trade Practices Acts of the Various States
and District of Columbia**
(On Behalf of Plaintiffs and the Nationwide Class)

157. Plaintiffs repeat and re-allege the allegations of Paragraphs 1-48 with the same force and effect as though fully set forth herein.

158. Plaintiffs bring this Count individually, and on behalf of all similarly situated residents of each of the 50 states and the District of Columbia (*i.e.*, the Class) for violations of the respective statutory consumer protection laws, as follows:

- a. the Alabama Deceptive Trade Practices Act, Ala.Code 1975, § 8-19-1, *et seq.*;
- b. the Alaska Unfair Trade Practices and Consumer Protection Act, AS § 45.50.471, *et seq.*;
- c. the Arizona Consumer Fraud Act, A.R.S §§ 44-1521, *et seq.*;
- d. the Arkansas Deceptive Trade Practices Act, Ark.Code §§ 4-88-101, *et seq.*;
- e. the California Unfair Competition Law, Cal.Bus. & Prof. Code §§17200, *et seq.* and 17500 *et seq.*;
- f. the California Consumers Legal Remedies Act, Civil Code §§1750, *et seq.*;
- g. the Colorado Consumer Protection Act, C.R.S.A. §6-1-101, *et seq.*;

- h. the Connecticut Unfair Trade Practices Act, C.G.S.A. § 42-110a, *et seq.*;
- i. the Delaware Consumer Fraud Act, 6 Del. C. § 2511, *et seq.*;
- j. the D.C. Consumer Protection Procedures Act, DC Code § 28-3901, *et seq.*;
- k. the Florida Deceptive and Unfair Trade Practices Act, FSA § 501.201, *et seq.*;
- l. the Georgia Fair Business Practices Act, OCGA § 10-1-390, *et seq.*;
- m. the Hawaii Unfair Competition Law, H.R.S. § 480-1, *et seq.*;
- n. the Idaho Consumer Protection Act, I.C. § 48-601, *et seq.*;
- o. the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 501/1 *et seq.*;
- p. the Indiana Deceptive Consumer Sales Act, IN ST § 24-5-0.5-2, *et seq.*;
- q. The Iowa Private Right of Action for Consumer Frauds Act, Iowa Code Ann. § 714H.1, *et seq.*;
- r. the Kansas Consumer Protection Act, K.S.A. § 50-623, *et seq.*;
- s. the Kentucky Consumer Protection Act, KRS 367.110, *et seq.*;
- t. the Louisiana Unfair Trade Practices and Consumer Protection Law, LSA-R.S. 51:1401, *et seq.*;
- u. the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 205-A, *et seq.*;
- v. the Maryland Consumer Protection Act, MD Code, Commercial Law, § 13-301, *et seq.*;
- w. the Massachusetts Regulation of Business Practices for Consumers Protection Act, M.G.L.A. 93A, *et seq.*;
- x. the Michigan Consumer Protection Act, M.C.L.A. 445.901, *et seq.*;
- y. the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68, *et seq.*;
- z. the Mississippi Consumer Protection Act, Miss. Code Ann. § 75-24-1, *et seq.*;
- aa. the Missouri Merchandising Practices Act, V.A.M.S. § 407.010, *et seq.*;

- bb. the Montana Unfair Trade Practices and Consumer Protection Act of 1973, Mont. Code Ann. § 30-14-101, *et seq.*;
- cc. the Nebraska Consumer Protection Act, Neb.Rev.St. §§ 59-1601, *et seq.*;
- dd. the Nevada Deceptive Trade Practices Act, N.R.S. 41.600, *et seq.*;
- ee. the New Hampshire Regulation of Business Practices for Consumer Protection, N.H.Rev.Stat. § 358-A:1, *et seq.*;
- ff. the New Jersey Consumer Fraud Act, N.J.S.A. 56:8, *et seq.*;
- gg. the New Mexico Unfair Practices Act, N.M.S.A. §§ 57-12-1, *et seq.*;
- hh. the New York Consumer Protection from Deceptive Acts and Practices, N.Y. GBL (McKinney) § 349, *et seq.*;
- ii. the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen Stat. § 75-1.1, *et seq.*;
- jj. the North Dakota Consumer Fraud Act, N.D. Cent.Code Chapter 51-15, *et seq.*;
- kk. the Ohio Consumer Sales Practices Act, R.C. 1345.01, *et seq.*;
- ll. the Oklahoma Consumer Protection Act, 15 O.S.2001, §§ 751, *et seq.*;
- mm. the Oregon Unlawful Trade Practices Act, ORS 646.605, *et seq.*;
- nn. the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*;
- oo. the Rhode Island Deceptive Trade Practices Act, G.L.1956 § 6-13.1-5.2(B), *et seq.*;
- pp. the South Carolina Unfair Trade Practices Act, SC Code 1976, §§ 39-5-10, *et seq.*;
- qq. the South Dakota Deceptive Trade Practices and Consumer Protection Act, SDCL § 37-24-1, *et seq.*;
- rr. the Tennessee Consumer Protection Act, T.C.A. § 47-18-101, *et seq.*;
- ss. the Texas Deceptive Trade Practices-Consumer Protection Act, V.T.C.A., Bus. & C. § 17.41, *et seq.*;
- tt. the Utah Consumer Sales Practices Act, UT ST § 13-11-1, *et seq.*;
- uu. the Vermont Consumer Fraud Act, 9 V.S.A. § 2451, *et seq.*;

- vv. the Virginia Consumer Protection Act of 1977, VA ST § 59.1-196, *et seq.*;
- ww. the Washington Consumer Protection Act, RCWA 19.86.010, *et seq.*;
- xx. the West Virginia Consumer Credit And Protection Act, W.Va.Code § 46A-1-101, *et seq.*;
- yy. the Wisconsin Deceptive Trade Practices Act, WIS.STAT. § 100, *et seq.*;
and
- zz. the Wyoming Consumer Protection Act, WY ST § 40-12-101, *et seq.*

159. The Monster cables are consumer goods.

160. Defendants engaged, and still engage, in unfair and deceptive acts or practices when, in marketing and selling Monster cables, Defendants misrepresent that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions.

161. Defendants intended, and still intend, that Plaintiffs and the members of the Class rely upon Defendants' misrepresentations and omissions concerning the quality and characteristics of their cables.

162. Defendants' misrepresentations and omissions possess the tendency or capacity to mislead and create the likelihood of deception.

163. The above-described deceptive and unfair acts and practices were used or employed in the conduct of trade or commerce, namely, the marketing, sale, and distribution of the cables to Plaintiffs and Class members.

164. The above-described deceptive and unfair acts offend public policy and cause substantial injury to consumers.

165. Plaintiffs and the Class relied upon Defendants' misrepresentations and omissions described above.

166. Acting as reasonable consumers, had Plaintiffs and the Class known that Defendants misrepresented that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions, they would not have purchased the cables.

167. Plaintiffs and Class members could not have reasonably avoided the injuries suffered by purchasing Monster cables because it was reasonable for Plaintiffs and Class members to rely on Defendants' misrepresentations and omissions.

168. As a direct and proximate result of these unfair, deceptive and unconscionable commercial practices, Plaintiffs and the members of the Class have suffered damages in the form of the money they paid to purchase the cables (*i.e.*, Restitution Damages) and additional incidental and consequential damages (*i.e.*, Actual Damages) resulting from the use of the cables. Plaintiffs, individually, and on behalf of the Class, seek Restitution Damages, Actual Damages, and punitive damages, along with reasonable attorney's fees and costs.

169. The injury suffered by consumers as a result of Defendants' unfair and unlawful conduct is substantial because consumers unknowingly paid to purchase cables when Defendants misrepresented that Monster HDMI cables with bandwidths greater than 10.2 Gbps are required for 1080p and 4K transmissions.

170. The substantial injury to consumers outweighs any benefit to consumers or competition that may result from Defendants' misrepresentations regarding their cables.

171. Due to Defendants' misrepresentations and omissions described above, Plaintiffs, individually, and on behalf of the Class, also seek injunctive relief. Plaintiffs seek an order (1) requiring Defendants to cease the deceptive and unfair practices described herein; (2) requiring Defendants to change their marketing and advertising materials, including their websites, to

reflect that Monster HDMI cables with bandwidths greater than 10.2 Gbps are not required for 1080p and 4K transmissions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs AMY JOSEPH and ROBERT O'BRIEN, individually and on behalf of all others similarly situated, pray for an Order as follows:

- A. Finding that this action satisfies the prerequisites for maintenance as a class action set forth nationwide, in Illinois, and in California, and certifying the Class and/or Subclasses defined herein;
- B. Designating Plaintiffs as representatives of the Class and/or Subclasses, and their undersigned counsel as Class Counsel;
- C. Entering judgment in favor of Plaintiffs and the Class and/or Subclasses, and against Defendants;
- D. Awarding Plaintiffs and the Class and/or Subclasses, injunctive relief enjoining Defendants from continuing to advertise and represent that Monster HDMI cables with bandwidths of 10.2 Gbps or faster are necessary for 1080p and 4k transmissions;
- E. Awarding Plaintiffs and the Class and/or Subclasses, restitution and all other forms of equitable monetary relief;
- F. Awarding Plaintiffs and the Class and/or Subclasses, actual and punitive damages, attorney's fees and costs, including interest thereon, as allowed or required by law; and
- G. Granting all such further and other relief as the Court deems just and appropriate.

JURY DEMAND

Plaintiffs demand a trial by jury on all counts so triable.

Plaintiffs AMY JOSEPH and ROBERT O'BRIEN,
individually, and on behalf of all others similarly situated,

By: _____


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GENERAL RELEASE OF ALL CLAIMS BY PLAINTIFF ROBERT O'BRIEN

1. In consideration of the Settlement Benefits¹ provided for in the Stipulation of Class Action Settlement and Release (the "SETTLEMENT AGREEMENT"), Plaintiff Robert O'Brien ("O'BRIEN"), on his own behalf and on behalf of his heirs, assigns, executors, administrators, predecessors, and successors, hereby completely releases and forever discharges Monster, Inc., Best Buy Stores, L.P., and BestBuy.com, LLC (collectively, "DEFENDANTS") and each of their current and former parents, direct and indirect subsidiaries, divisions, affiliated individuals and entities, successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint venturers, distributors, retailers, developers, and/or licensees and each and all of their respective officers, partners, directors, servants, agents, shareholders, investors, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers (the "RELEASED PARTIES"), from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensations, claims, suits, causes of action, attorneys' fees, obligations, or liabilities of any nature, type, or description, whether known or unknown, suspected or unsuspected, contingent or non-contingent, whether based on federal, state, or local law, statute, ordinance, code, contract, common law, or any other source which O'BRIEN has, may now have, or has ever had against any of the RELEASED PARTIES, or any of them arising from or in any way connected with O'BRIEN'S purchase of a Monster HDMI Cable (the "CABLE(S)"), as of the date of O'BRIEN'S execution of this General Release including, but not limited to, claims that were or could have been asserted in or arising from or that may have arisen from the same facts alleged in the proceedings in *Amy Joseph and Robert O'Brien, on behalf of themselves and all others similarly situated v. Monster, Inc., Best Buy Stores, L.P., and BestBuy.com, LLC*, Case No. 2015 CH 13991, pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division (the "ACTION"). This General Release covers all statutory, common law, constitutional, and other claims, including but not limited to:

- (a) Any and all claims concerning the advertising, marketing, packaging, and/or purchase of the CABLES;
- (b) Any and all claims regarding any representations made by DEFENDANTS regarding the CABLES;
- (c) Any and all claims regarding the digital signals for or signal degradation regarding the CABLES;
- (d) Any and all claims that arise out of, refer to, or in any way relate to the CABLES;
- (c) Any and all claims under the Illinois Consumer Fraud and Deceptive Trade Practices Act, 815 ILCS § 505/1, *et seq.*, California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, or any other applicable law or statute related to DEFENDANTS' advertising of the CABLES;
- (d) Any and all claims that DEFENDANTS' advertising or representations regarding the CABLES constituted a fraudulent, unlawful, unfair, or deceptive business practice, were unconscionable, violated consumer protection statutes, and/or constituted a breach of contract, breach of any warranty, express or implied

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Class Action Settlement and Release.

and/or breach of the covenant of good faith and fair dealing or unjust enrichment;
and/or

- (e) Any and all claims concerning any fact or circumstance that relates to DEFENDANTS' advertising or representations regarding the CABLES (collectively, the "RELEASED CLAIMS").

This General Release described herein covers, includes, and is intended to include all remedies that could be sought for the RELEASED CLAIMS including, but not limited to, statutory, constitutional, contractual, and common law claims for injunctive relief, declaratory relief, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, disgorgement, or equitable relief against DEFENDANTS.

2. **Waiver of Unknown Claims.** O'BRIEN has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

O'BRIEN hereby voluntarily waives and relinquishes the rights described in Section 1542 and any and all provisions, rights, and benefits of any similar statute or law of Illinois, California, or any other jurisdiction as to all known or unknown claims as against the RELEASED PARTIES. O'BRIEN elects to assume all risks for claims that now exist in his favor, whether known or unknown, against the RELEASED PARTIES. Accordingly, this General Release includes within its effect claims and causes of action which O'BRIEN does not know or suspect to exist in his favor at the time of his execution hereof and if the facts and circumstances relating in any manner to the RELEASED CLAIMS are hereafter found to be other than or different from the facts now believed to be true, this General Release shall remain effective.

3. Neither an appeal of, a modification of, nor a reversal on appeal of the settlement benefits described in the SETTLEMENT AGREEMENT shall constitute grounds for cancellation or termination of this General Release, provided that the Settlement Agreement obtains final approval by the Court.

4. O'BRIEN warrants and represents that he is the sole and lawful owner of all rights, title, and interest in and to all of the claims described above and that he has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity such claims or any part or portion thereof.

5. Angeion Group, as the settlement administrator of the SETTLEMENT AGREEMENT, executed in the ACTION, shall issue O'BRIEN a Form 1099 reflecting the payment of any settlement benefits described in the SETTLEMENT AGREEMENT. O'BRIEN will provide the Settlement Administrator all information necessary to complete the Form 1099.

6. O'BRIEN agrees that he alone is responsible for the tax consequences, including any penalties or interest, relating to the payment of any settlement benefits.

