

**IF YOU BOUGHT A MONSTER HDMI CABLE WITH AN ADVERTISED BANDWIDTH EXCEEDING 10.2 GBPS BETWEEN AUGUST 25, 2011 AND MARCH 6, 2018, 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 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 March 6, 2018, 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 the 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 the Settlement Website ([www.HDMICableSettlement.com](http://www.HDMICableSettlement.com)) to find out when the benefits may be distributed.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |  |
|--|--|
| <b>SUBMIT A CLAIM</b>                                    | If you are a Class Member, you can submit a Claim Form online through the Settlement Website or by mail to the address provided below. The deadline to submit a Claim Form was <b>July 23, 2018, unless you received an Email Notice or Postcard Notice on or after September 28, 2018, in which case you have until December 27, 2018 to submit a Claim Form. See Questions 8-10 below for more details.</b>  |
| <b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>              | 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 was <b>June 18, 2018, unless you received an Email Notice or Postcard Notice on or after September 28, 2018, in which case you have until November 12, 2018 to exclude yourself. See Question 16 below for more details.</b> |

QUESTIONS? CALL 1-844-357-8803 TOLL FREE

|                                 |  |
|---------------------------------|--|
| <b>OBJECT TO THE SETTLEMENT</b> | 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 was <b>June 18, 2018, unless you received an Email Notice or Postcard Notice on or after September 28, 2018, in which case you have until November 12, 2018 to object. See Questions 18-19 below for more details.</b> |
| <b>ATTEND THE HEARING</b>       | The Court has set a hearing on <b>February 7, 2019 at 2:30 p.m.</b> 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. <b>See Questions 21-23 below for more details.</b>  |
| <b>DO NOTHING</b>               | 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. <b>See Question 15 below for more details.</b>   |

## 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 March 6, 2018. 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 the 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 the Settlement Website at [www.HDMICablesSettlement.com](http://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 the Settlement Website, contains all of the allegations and claims asserted against the Defendants.

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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 the Settlement Website.

### **3. HOW DO DEFENDANTS RESPOND TO THE ALLEGATIONS?**

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 March 6, 2018. Photographs of the product packaging that are included in this Settlement are posted on the Settlement Website at [www.HDMIcablesettlement.com](http://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 MARCH 6, 2018 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 1-844-357-8803 or [HDMIcablesettlement@AdministratorClassAction.com](mailto:HDMIcablesettlement@AdministratorClassAction.com) OR YOU CAN REVIEW THE SETTLEMENT DOCUMENTS ON THE SETTLEMENT WEBSITE ([www.HDMIcablesettlement.com](http://www.HDMIcablesettlement.com)).**

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## 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. The 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.HDMICablesSettlement.com](http://www.HDMICablesSettlement.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

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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 the Settlement Website. You may obtain a paper Claim Form by printing a copy from the Settlement Website or by calling the Settlement Administrator at 1-844-357-8803. The Claim Form will ask you to choose Option A, B, or C and to provide the appropriate 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 the Settlement Website for Options A and C.
- By mail: You can print and fill out the Claim Form that is on the Settlement Website or request that the Settlement Administrator mail you a Claim Form and then mail your completed Claim Form (with postage) to: Joseph v. Monster, c/o Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103. **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 had to be submitted by July 23, 2018, unless you received an Email Notice or Postcard Notice on or after September 28, 2018, in which case you have until December 27, 2018 to submit an Online Claim Form. Claim Forms submitted by mail had to be postmarked by July 23, 2018, unless you received an Email Notice or Postcard Notice on or after September 28, 2018, in which case it must be postmarked by December 27, 2018.** If your online Claim Form is not timely submitted or your mailed Claim Form is not timely postmarked, **as set forth herein**, 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 March 6, 2018. 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 February 7, 2019, 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. 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. The 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 109-111 of the Settlement Agreement, which is available on the 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.

Your exclusion request had to be postmarked on or before **June 18, 2018**, unless you received an **Email Notice or Postcard Notice on or after September 28, 2018**, in which case your exclusion request must be postmarked on or before **November 12, 2018**. Send your exclusion request to:

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

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## 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 the Settlement Website, describes all of the claims you will release (give up) in Paragraphs 109-111.

## 18. HOW DO I OBJECT TO THE SETTLEMENT?

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 Class Action Objections, Attn: *Joseph, et al. v. Monster, Inc. et al.*, PO Box 30456, Philadelphia, PA 19103 and had to be **postmarked no later than June 18, 2018, unless you received an Email Notice or Postcard Notice on or after September 28, 2018, in which case your objection must be postmarked no later than November 12, 2018.**

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 the Settlement Website, describes all of the claims you will release (give up) in Paragraphs 109-111 of the Settlement Agreement.

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

The Court has already preliminarily approved the Settlement. A final hearing on the Settlement, which is called a Fairness Hearing, will be held at 2:30 p.m. on February 7, 2019, at the Richard J. Daley Center, 50 West Washington Street, Courtroom 2402, Chicago, Illinois 60602. The hearing may be moved to a different date or time without notice, so check for updates on the 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 mailed your written objection by **June 18, 2018, unless you received an Email Notice or Postcard Notice on or after September 28, 2018, in which case you have until November 12, 2018 to mail the written objection**, 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 had to be filed and served by **June 18, 2018, unless you received an Email Notice or Postcard Notice on or after September 28, 2018, in which case you have until November 12,**



**2018.** In addition to sending it to the Court, please send your Notice of Intention to Appear to the following:

| <b>CLASS COUNSEL</b>   | <b>DEFENDANTS' COUNSEL</b>  |
|--|---|
| Thomas A. Zimmerman, Jr.<br>Zimmerman Law Offices<br>77 West Washington Street, Suite 1220<br>Chicago, Illinois 60602<br>tom@attorneyzim.com | Joseph E. Collins<br>Fox Rothschild LLP<br>353 N. Clark Street, Suite 3650<br>Chicago, Illinois 60654<br>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 the 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 the Settlement Website <http://www.HDMIcablesettlement.com>. You can also call 1-844-357-8803 for more information. **DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL.**

By Orders of the Court Dated: March 6, 2018, and September 11, 2018.