

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**Phil Shin, on behalf of himself and all others
similarly situated, v. Plantronics, Inc.**

Case No. 5:18-cv-05626-NC

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT; SETTLEMENT FAIRNESS HEARING; AND
MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT
OF LITIGATION EXPENSES, AND SERVICE AWARD**

**TO: ALL PERSONS AND ENTITIES WHO ARE MEMBERS OF THE
PROPOSED CLASS IN THIS ACTION**
(See definition of the Class set forth in paragraph 1 below)

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Please be advised that the Plaintiff, Phil Shin (the "Named Plaintiff"), on behalf of himself and all others similarly situated, has reached a proposed settlement of the above-captioned class action lawsuit (the "Lawsuit") with Defendant Plantronics, Inc. (collectively, "Defendant" or "Plantronics") concerning certain Plantronics headphones.¹

PLEASE READ THIS NOTICE CAREFULLY. The Lawsuit is about Plantronics BackBeat FIT wireless sport headphones, version Genesis or 16M, which headphones were manufactured by Plantronics before September 1, 2018 (the "Headphones"). If you purchased the Headphones, your rights may be affected by the Settlement whether or not you act. Images of some of the Headphones are set out below:



PLEASE NOTE: If you submit a claim for the \$25 or \$50 cash payment, do nothing, or do not exclude yourself from the Settlement, you will be releasing Plantronics from all claims, damages, and losses that you now have or may have in the future that relate to your Headphones' battery, battery performance, ability to retain a charge, or the Headphones' resistance to water, moisture, or sweat.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meaning provided in the Class Action Settlement Agreement and Release ("Settlement Agreement"), which is available online on the settlement website for this Lawsuit at www.headphonesettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p>SUBMIT A CLAIM FORM BY DECEMBER 31, 2019</p>	<p>This is the only way to be eligible to receive a \$25 or \$50 cash payment under this Settlement. If you are a Class Member, you will be bound by the Settlement and you will relinquish any Settled Claims that you may have against Plantronics. You do not need to submit a Claim Form if you qualify for the Extended Limited Warranty. However, if you receive a cash payment through this Settlement, you are not eligible to also receive the Extended Limited Warranty.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT BY NOVEMBER 22, 2019</p>	<p>This is the only option that allows you ever to be part of another lawsuit against Plantronics about the claims resolved by this Settlement. If you exclude yourself from this Settlement, you will not be able to get any benefits from it, including that you will not receive any cash payment or extended warranty.</p>
<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION NO LATER THAN NOVEMBER 22, 2019</p>	<p>If you wish to object to the proposed Settlement, the request for attorneys' fees and reimbursement of litigation expenses, or Service Award to Named Plaintiff, you should write to the Court and explain why you object. You cannot object to the proposed Settlement unless you are a Class Member.</p>
<p>GO TO THE HEARING ON DECEMBER 20, 2019, AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 22, 2019</p>	<p>Filing a written objection and notice of intention to appear by November 22, 2019, permits you to speak in Court at the Court's discretion about the fairness of the proposed Settlement, including the request for attorneys' fees, reimbursement of litigation expenses, and the Service Award to Named Plaintiff. If you submit a written objection, you may (but are not required to) attend the December 20, 2019, Fairness Hearing and, at the discretion of the Court, speak to the Court about your objection.</p>
<p>DO NOTHING</p>	<p>If you are a Class Member and do not submit a Claim Form by December 31, 2019, you will not be eligible to receive a cash payment under this Settlement, and you will give up your right to ever be part of another Lawsuit against Plantronics about the legal claims resolved by this Settlement.</p>

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, Plantronics, or its legal counsel. All questions should be directed to the Settlement Administrator (see paragraphs 28, 34, and 48below). You may also contact Class Counsel (see paragraph 4 below).

1. **Description of the Lawsuit and Class:** This Notice relates to a proposed class action Settlement of a case where Named Plaintiff alleges that Plantronics falsely advertised and warranted the Headphones as sweatproof, waterproof, and providing up to eight hours of listening time on a single charge. Named Plaintiff alleges that, as a result of these alleged defects, the Headphones are worth less than what consumers paid to purchase them. Plantronics denies the allegations and claims in the Lawsuit, denies any wrongdoing or liability, and has asserted numerous defenses to the Lawsuit. The Court has not ruled on the merits of Plaintiff's claims or on Plantronics' denial of the claims or on Plantronics' defenses. The proposed Settlement, if approved by the Court, will settle claims of the following class of persons and entities (collectively the "Class" or "Class Members"):

All Persons domiciled within the United States and its territories who purchased at retail Plantronics BackBeat FIT wireless headphones, version Genesis or 16M, between April 1, 2014, and October 31, 2019.

Excluded from the Class are the Defendant and its officers, directors, and employees; Class Counsel and their partners, associates, lawyers, and employees; and the judicial officers and their immediate family members and associated Court staff assigned to this case. BackBeat FIT wireless headphones, version Genesis or 16M, were manufactured by Plantronics prior to September 2018.

2. **Benefits Available to Class Members:** Class Members who timely submit a Valid Claim are eligible for certain benefits under the Settlement. Depending on their specific circumstances (as further outlined in Paragraph 28), Class Members are eligible for one of three alternative benefits: (1) Extended Limited Warranty; (2) \$50 Cash Payment; or (3) \$25 Cash Payment.

3. **Reasons for the Settlement:** Both sides agreed to a Settlement to avoid the costs and risks of further litigation and to provide benefits to Class Members. The Class Representative and the lawyers representing them (called "Class Counsel") believe that the Settlement is fair and in the best interests of all Class Members. Plantronics has agreed to settle to avoid burdensome and costly litigation and disruption to its business operations. The proposed Settlement is not an admission of wrongdoing, and this Notice does not mean the Court has expressed an opinion as to the merits of any claims or defenses.

4. **Identification of Class Counsel:** Named Plaintiff and the Class are being represented by the following attorneys:

Jeffrey S. Goldenberg
GOLDENBERG SCHNEIDER, LPA
One West Fourth Street, 18th Floor
Cincinnati, OH 45202
(513) 345-8291

James C. Shah
Ronald S. Kravitz
SHEPHERD, FINKELMAN,
MILLER & SHAH, LLP
201 Filbert Street, Suite 201,
San Francisco, CA 94133
(415) 429-5272

W.B. Markovits
Paul M. DeMarco
Terence R. Coates
Justin C. Walker
MARKOVITS, STOCK & DEMARCO, LLC
3825 Edwards Road, Suite 650
Cincinnati, OH 45209
(513) 651-3700

5. **Attorneys' Fees, Expenses, and Service Awards Sought:** This Lawsuit has been prosecuted on behalf of Named Plaintiff on a wholly contingent basis. That means that Class Counsel have not received any payment of attorneys' fees for their representation of the Class and have advanced expenses necessarily incurred to prosecute this Lawsuit. As set forth in great detail below, Class Counsel have reviewed and analyzed documents obtained through Class Counsel's own investigation; consulted

with experts; examined and considered the benefits to be provided to the Class Members under the Settlement; and considered the laws of several States and the claims that could be asserted under those laws regarding the Headphones.

Class Counsel will request Attorneys' Fees and Expenses of up to a maximum of six hundred fifty thousand dollars (\$650,000). The Court's award of any attorneys' fees and expenses to Class Counsel shall be separate from and independent of the Court's determination of whether to approve the Settlement. If the Court declines to approve the Settlement, no award of attorneys' fees and expenses shall be awarded or paid to Class Counsel. The Parties have negotiated and reached agreement on the Attorneys' Fees and Expenses only after reaching agreement on all other material terms of Settlement in this matter. Plantronics has no liability or obligation with respect to any Attorneys' Fees and Expenses, Settlement Administration and Notice Expenses, or Service Award to the Named Plaintiff except as awarded by the Court. The Court will determine the appropriate amount of Attorneys' Fees and Expenses for Class Counsel.

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WHY DID I GET THIS NOTICE AND DOES IT APPLY TO ME?

6. This Notice is being sent to you pursuant to an Order of the Court because you may be a member of the Class. The Court has directed that this Notice be provided to you because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, A.B. Data, Ltd., the Settlement Administrator approved by the Court, will distribute the benefits (detailed in paragraph 28 below) of this Settlement after any objections and appeals are resolved.

7. In a class action lawsuit, under state and federal law governing lawsuits such as this one, the Court approves one or more plaintiffs (known as class representatives) to represent the class and to oversee the litigation brought on behalf of all persons or entities with the same or similar claims, commonly known as the class or the class members. In this Lawsuit, Named Plaintiff is the class representative, and Class Counsel (identified in paragraph 4 above) represents the Named Plaintiff and the Class Members. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with consistent and efficient adjudication of their claims. As part of the Settlement in this case, the Class as described in paragraph 1 above will be certified solely for the purpose of facilitating the Settlement. Accordingly, the Settlement, if approved by the Court, will resolve all issues on behalf of the Class Members, except for anyone who requests to be excluded from the Settlement.

8. The Court in charge of this case is the United States District Court for the Northern District of California (the "Court"), and the case is known as *Phil Shin, on behalf of himself and all others similarly situated, v. Plantronics, Inc.*, Case No. 5:18-cv-05626-NC. The judge presiding over this Lawsuit is the Honorable Nathanael Cousins, United States District Magistrate Judge. The person suing is called the plaintiff, and the party being sued is called the defendant.

9. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available under the Settlement, who is eligible for them, and how to receive the benefits. The purpose of this Notice is to inform you that a settlement has been reached in this Lawsuit and how you might be affected. It also is being provided to inform you of the terms of the proposed Settlement, and of a Hearing on the Final Approval of the Settlement to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, and the motion of Class Counsel for an award of attorneys' fees and reimbursement of litigation expenses, and a Service Award for the Named Plaintiff (the "Fairness Hearing").

10. The Fairness Hearing will be held on December 20, 2019, at 11 a.m. in the San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, Courtroom 5 to determine:

- a) whether the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court;
- b) whether the Lawsuit should be dismissed with prejudice against the Defendant as set forth in the Settlement Agreement;
- c) whether Class Counsel's request for an award of attorneys' fees and reimbursement of litigation expenses should be approved by the Court;
- d) whether the Service Award to the Named Plaintiff should be approved by the Court; and,
- e) any other relief the Court deems necessary to effectuate the terms of the Settlement.

11. This Notice does not express an opinion by the Court concerning the merits of any claim in this Lawsuit, and the Court still must decide whether to approve the Settlement. If the Court approves the Settlement, benefits of the Settlement will be given to Class Members who submit Valid Claims after any objections or appeals are resolved, and after the completion of all claims processing. The claims process could take substantial time to complete fully and fairly as there are approximately 1.3 million Class Members. Please be patient. The Settlement Website, www.headphonesettlement.com, will be updated on a regular basis to provide Class Members with the most recent information.

12. If you are a member of the Class, you are subject to the Settlement unless you take the steps set forth below to exclude yourself. The Class consists of:

All Persons domiciled within the United States and its territories who purchased at retail the BackBeat FIT wireless sport headphones, version Genesis or 16M, manufactured by Plantronics during the period of time from April 1, 2014, through October 31, 2019.

Excluded from the Class are the Defendant and its officers, directors, and employees; Class Counsel and their partners, associates, lawyers, and employees; and the judicial officers and their immediate family members and associated Court staff assigned to this case.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE BENEFITS FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO RECEIVE A CASH PAYMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM ONLINE OR VIA MAIL, POSTMARKED NO LATER THAN DECEMBER 31, 2019. YOU DO NOT NEED TO SUBMIT A CLAIM FORM IF YOU QUALIFY FOR THE EXTENDED LIMITED WARRANTY.

WHAT IS THIS CASE ABOUT?

Summary of Procedural History and Arm's-Length Settlement Negotiations

13. On September 13, 2018, the Named Plaintiff commenced the lawsuit by filing a Class Action Complaint against Defendant challenging the marketing and sale of the Headphones, alleging that the Headphones were defective because they allegedly were not “waterproof,” “sweatproof,” and did not provide “up to eight hours” of wireless listening time on a single charge as represented, advertised, and marketed by Plantronics.

14. Based on the above allegations, the original Class Action Complaint and the First Amended Class Action Complaint asserted claims for (a) Breach of Express Warranty – Magnuson Moss Warranty Act; (b) Breach of Implied Warranty – Magnuson Moss Warranty Act; (c) Breach Express Warranty; (d) Breach of Implied Warranty of Merchantability – California Song-Beverly Act; (e) Breach of Implied Warranty of Fitness for a Particular Purpose; (f) Violation of California’s Consumer Legal Remedies Act, California Civil Code § 1750 et seq.; (g) Violation of California’s Unfair Competition Law, California Business & Professions Code § 17200 et seq.; and (h) Common Law Fraud. The Original and the First Amended Class Action Complaints sought certification of a nationwide class of purchasers of Plantronics headphones.

15. On November 30, 2018, Plantronics moved to dismiss the Original Class Action Complaint. In response, Plaintiff filed a First Amended Class Action Complaint and Plantronics again filed a motion to dismiss the entire case on February 13, 2019.

16. Plantronics denies the allegations and claims in the Lawsuit and asserts numerous defenses to Plaintiff’s claims, including that the Headphones are not defective in any respect and that Plaintiff did not suffer any losses or actual injury. Plantronics denies any wrongdoing and stands by its products as advertised and warranted.

17. With the second motion to dismiss pending, the Parties engaged in mediation with the aid of and before experienced mediator, Martin Quinn, Esq., of JAMS in San Francisco. The Parties were unable to resolve the dispute at the mediation, but with the aid of the mediator the Parties continued to engage in extensive settlement discussions thereafter. These further discussions over several months resulted in the Settlement.

18. From January 23, 2019, through March 28, 2019, and with the second motion to dismiss pending, the Parties continued to engage in settlement discussions with the aid of the mediator, and the parties reached a settlement in principal on March 28, 2019, and entered into a written Memorandum of Understanding Regarding Settlement.

19. Prior to reaching a settlement and entering into the Settlement Agreement: (1) the Parties engaged in informal discovery and sharing of information regarding the design, development, and testing of the Headphones; (2) the Named Plaintiff’s counsel engaged an independent expert to conduct testing of the Headphones and batteries used in the Headphones; and (3) the Parties engaged in numerous arm’s-length settlement negotiations, including two months of mediation efforts and discussions under the direction and guidance of Martin Quinn, Esq. as a mediator. The Parties eventually reached an agreement providing for a resolution of all claims that have been or could have been brought in the Lawsuit against Plantronics on behalf of Named Plaintiff.

20. Named Plaintiff and Class Counsel have reviewed and analyzed the information furnished by Plantronics and information obtained through their own investigation; consulted with their own expert who conducted testing of the Headphones and batteries used in the Headphones; examined and considered the benefits to be provided to the Class Members under the Settlement provided for in this Agreement; and considered the laws of the several States and the claims that could be asserted under those laws regarding the Headphones.

21. Named Plaintiff and Class Counsel believe the Settlement is fair, adequate, reasonable, and in the best interests of the Class Members, taking into account the benefits provided to the Class Members through the terms of the Settlement, the risks of continued litigation and possible trial and appeals, and the length of time and the costs that would be required to complete the litigation.

22. Plantronics has at all times disputed, and continues to dispute, Plaintiff's allegations and claims in the Lawsuit and denies any liability for any of the claims that have or could have been raised in the Lawsuit by Plaintiff or the Class Members, but believes that the comprehensive resolution of the claims in the Lawsuit as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, including potential trial and appeals, is in the best interest of Class Members, is in the best interests of Defendant, its employees, and its customers, and is the most effective and efficient resolution of the Lawsuit reasonably possible.

23. Named Plaintiff and Plantronics entered into the Settlement after extensive arm's-length negotiations. Named Plaintiff and Plantronics agreed on the benefits to the Class described in this Agreement before beginning negotiations of Attorneys' Fees and Expenses and payment of a Service Award to the Named Plaintiff.

24. On August 12, 2019, the Court preliminarily approved the Settlement, authorized Notice to be disseminated to potential Class Members, and scheduled the Fairness Hearing to consider whether to grant final approval of the Settlement.

WHY IS THERE A SETTLEMENT?

25. Named Plaintiff's principal reason for consent to the Settlement is that it provides immediate and substantial benefits to the Class in the form of either cash payments or an extended limited warranty on the Headphones. The benefits provided by the proposed Settlement must be compared to the risk that no recovery might be achieved after further contested litigation, including appeals, which likely would last several years into the future.

26. Plantronics' principal reason for consent to the Settlement is to avoid the uncertainty, burden, and expense of further protracted litigation, and disruption to Plantronics' business operations. Plantronics has expressly denied and continues to deny all assertions of wrongdoing or liability arising out of any of the conduct, statements, or acts, alleged against it, or that could have been alleged, in this Lawsuit.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

27. If there were no Settlement and Named Plaintiff failed to establish any essential legal or factual element of his claims, neither Named Plaintiff nor the other members of the proposed Class would recover anything from Plantronics in this case. Also, if Plantronics were successful in proving any of its defenses, either at class certification, summary judgment, trial, or on appeal, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

WHAT BENEFITS MIGHT I RECEIVE FROM THE SETTLEMENT?

28. The Settlement provides benefits to Class Members as explained below. Under the Settlement, Class Members can obtain benefits under Alternatives 1, 2, or 3 below, but not more than one of the alternatives. Class Members who elect to receive a cash payment are not eligible for the Extended Limited Warranty.

Alternative 1: Extended Limited Warranty

Class Members who purchased their Headphones on or after January 1, 2018, receive a 12-month limited warranty extension on the Headphones with the 12-month extension beginning to

run from the Effective Date of the Settlement (the "Extended Warranty"). The Effective Date is anticipated to be around January 31, 2020, if there are no delays or appeals. Class Members who purchased Headphones prior to January 1, 2018, are not eligible for the Extended Warranty, and instead are limited to claiming one of the cash payment benefits under either Alternative 2 or Alternative 3, described below. You do not need to submit a Claim Form if you qualify for the Extended Limited Warranty. However, if you receive a cash payment through this Settlement, you are not eligible to also receive the Extended Limited Warranty.

Class Members qualifying for the Extended Warranty must comply with the following requirements:

- a. Class Members qualifying for the Extended Warranty must comply with the online warranty claim process and requirements then in existence on the Plantronics website, at plantronics.com, including that the Class Member must return to Plantronics their existing Headphones for which they are making the warranty claim;
- b. To qualify for coverage under the Extended Warranty, the warranty claim must be based on an issue with the battery, battery performance, or an ability to retain a charge, or due to an issue with the Headphones' resistance to water, moisture, or sweat; and
- c. The Class Member must attest under penalty of perjury that he, she, or it (i) has not filed a warranty claim on the Headphones previously; (ii) did not previously receive a replacement set of Headphones from any source; and (iii) did not previously receive a refund from Plantronics or the retailer from which the Claimant purchased the Headphones for all or any portion of the purchase price of the Headphones. Plantronics is entitled to rebut the Class Member's assertion of no prior warranty claim, replacement Headphones, or refund under (i) through (iii) herein with verifiable evidence to the contrary. In that event, the Class Member will not be entitled to any warranty replacement under the Extended Warranty.

To the extent that the original limited warranty applicable to the original purchase of the Headphones (the "Original Limited Warranty") has not expired by the Effective Date, the Extended Warranty shall be in addition to and take effect after expiration of the Original Limited Warranty.

Class Members qualified to receive the Extended Warranty and who make a valid warranty claim under the Extended Warranty shall be entitled to receive a functional replacement to the Headphones. The replacement product shall be limited to the Plantronics Backbeat FIT 2100 wireless headphones ("Replacement Product"), and no other Plantronics product. There shall be no express or implied warranty provided to Class Members for the Replacement Product, except that a Replacement Product provided to a Class Member pursuant to this Extended Limited Warranty is entitled to the remaining warranty, if any, associated with the Class Member's original purchase of the Headphones. There shall be no other express or implied warranty provided to Class Members for the Replacement Product.

Alternative 2: \$50 Cash Payment

A Class Member may receive a \$50 payment under this Alternative 2 if the Class Member ("Claimant") complies with all of the following requirements: (a) The Claimant must timely submit to the Settlement Administrator a properly completed Claim Form; (b) The Claimant (or an authorized third-party retailer) must furnish Proof of Purchase of the Headphones from an authorized retailer during the Class Period; (c) The Claimant (or an authorized third-party retailer) includes evidence that he, she or it had previously made a contemporaneous written claim or complaint that their Headphones were defective or did not function properly due to an issue with the battery, battery performance, or an ability to retain a charge, or due to an issue with the Headphones' resistance to water, moisture, or sweat. The prior written claim or complaint must

have been made prior to the date of the Named Plaintiff filing the original complaint in the Lawsuit (September 12, 2018). It must be clear that the claim or complaint related to a failure or malfunction of the Headphones consistent with the allegations in the Complaint. For example, a general negative review on Amazon.com or plantronics.com would not suffice, but a negative review that specifically references a battery charging issue consistent with the allegations in the Complaint would suffice; and (d) The Claimant must attest under penalty of perjury that: (1) the Claimant's Headphones malfunctioned or failed to work properly due to an issue with the battery, battery performance, or an ability to retain a charge, or due to an issue with the Headphones' resistance to water, moisture, or sweat; and (2) the Claimant did not previously receive a replacement set of Headphones from any source or a refund from Plantronics or the retailer from which the Claimant purchased the Headphones for all or any portion of their purchase price. Plantronics is entitled to rebut the Claimant's assertion of no prior replacement Headphones or refund with verifiable evidence to the contrary provided to the Settlement Administrator. If such verifiable evidence is presented, the Claimant shall not be entitled to any benefit.

Proof of purchase information can be satisfied by the Class Member submitting evidence (e.g., a receipt) or by purchase information obtained by Class Counsel from third party retailers (e.g., Costco, Best Buy). The Settlement Administrator will review all claims, as necessary, to determine whether the information obtained from third-party retailers satisfies the proof of purchase requirement. The Settlement Administrator will also review information and records in Plantronics' possession and provided by all third-party retailers to determine if the Class Member made a written claim or complaint.

A Claimant cannot recover based on replacement Headphones already received in response to a prior warranty claim or complaint. If the Proof of Purchase shows that the Claimant purchased the Headphones for less than \$50, the Claimant's recovery is limited to the price paid for the Headphones. For example, if the Proof of Purchase shows that the Claimant purchased their Headphones for \$40, their recovery is limited to \$40. There shall be a limit of two (2) claims per Claimant.

Alternative 3: \$25 Cash Payment

A. \$25 Cash Payment (Claimants Who Have Not Previously Received Replacement Headphones)

A Class Member may receive a \$25 payment under this Alternative 3 if the Class Member ("Claimant") complies with all of the following requirements: (a) The Class Member must timely submit to the Settlement Administrator a properly completed Claim Form; (b) The Claimant (or an authorized third-party retailer) must furnish Proof of Purchase of the Headphones from an authorized retailer during the Class Period; and (c) the Claimant must attest under penalty of perjury that: (1) the Claimant's Headphones malfunctioned or failed to work properly due to an issue with the battery, battery performance, or an ability to retain a charge, or due to an issue with the Headphones' resistance to water, moisture, or sweat; and (2) the Claimant did not previously receive a replacement set of Headphones from any source or a refund from Plantronics or the retailer from which the Claimant purchased the Headphones for all or any portion of their purchase price. There shall be a limit of two (2) claims per Claimant.

Proof of purchase information can be satisfied by the Class Member submitting evidence (e.g., a receipt) or by purchase information obtained by Class Counsel from third-party retailers (e.g., Costco, Best Buy). The Settlement Administrator will review all claims, as necessary, to determine whether the information obtained from third-party retailers satisfies the proof of purchase requirement.

B. \$25 Cash Payment (Claimants Who Have Previously Received Replacement Headphones)

A Claimant who previously received a replacement set of Headphones from any source may make one (1) and only one Claim for the \$25 benefit under this Alternative 3, and such Claimant is excused from the requirement to attest under penalty of perjury that they did not receive a replacement set of Headphones from any source.

If, after reading this Notice, you are still not sure whether you are included in the Settlement, you may visit the Settlement Website www.headphonesettlement.com or call 800-983-6533. You may also write with questions by email to info@headphonesettlement.com or regular mail to Headphones Settlement, Settlement Administrator, c/o A.B. Data, Ltd., P.O. Box 173083, Milwaukee, WI 53217.

WHAT RIGHTS AM I GIVING UP BY RECEIVING BENEFITS AND STAYING IN THE SETTLEMENT CLASS?

29. Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, the Settlement and all the Court's orders will apply to you and legally bind you. Generally, that means you will not be able to sue, continue to sue, or be part of any other lawsuit against Plantronics for the legal issues and claims resolved by this Settlement. The specific rights you are giving up are called Released Claims. Unless you exclude yourself from the Settlement, you will be releasing Plantronics from all claims, damages, and losses that you now have or may have in the future that relate to your Headphones' battery, battery performance, ability to retain a charge, or their resistance to water, moisture, or sweat.

30. The complete release language from the Settlement Agreement is as follows: "Class Members who do not timely and validly exclude themselves from the Settlement forever release and discharge the Released Parties from any and all manner of Settled Class Claims, claims, actions, causes of action, administrative claims, demands, debts, losses, damages, costs, attorneys' fees, obligations, judgments, expenses, or liabilities for economic loss in law or in equity, whether based on federal, state, local, or foreign law or regulation, statutory or common law, whether now known or unknown, contingent or fixed, accrued or not accrued, foreseen or unforeseen, including all claims that Plaintiffs may now have or, absent this Agreement, may in the future have had, against any Released Party, by reason of any act, harm, omission, matter, representation, cause, occurrence, breach, or event whatsoever that has occurred from the beginning of time up to and including the Effective Date of this Agreement and that arise from or relate to any of the alleged facts, defects, representations, omissions, or claims alleged or that could have been alleged in the Lawsuit or that arise from or relate to any act, harm, omission, matter, representation, cause, occurrence, or event whatsoever arising out of the performance of the Headphones, any alleged defect or deficiency in the Headphones, Defendant's advertising, marketing, packaging, promotion, production, warranty, customer service, sale or distribution of the Headphones, the initiation, defense, or settlement of the Lawsuit or the claims or defenses asserted in the Lawsuit, including without limitation all claims for out-of-pocket expense, consequential damages, diminution in value, benefit of the bargain, cost of repair or replacement, cost of maintenance, premium price damages, or any other damages theory or based on conduct by the Released Parties alleged to be negligent or intentional, with or without malice, or an alleged breach of any duty now existing or later arising (hereafter, "Released Claims") as long as the Released Claims relate to the Headphones' battery, battery performance, ability to retain a charge, or the Headphones' resistance to water, moisture, or sweat." Claims that do not relate to the Headphones' battery, battery performance, ability to retain a charge, or the Headphones' resistance to water, moisture, or sweat, as well as personal injury claims, are not covered by the Settlement or this release.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

31. Class Counsel have not received any payment for their services in pursuing claims against Plantronics on behalf of the Class, nor have they been reimbursed for their out-of-pocket expenses. Class Counsel will ask the Court for Attorneys' Fees and Expenses of up to a maximum of six

hundred fifty thousand dollars (\$650,000). The amount of attorneys' fees to be awarded will be determined solely by the Court. The Court must approve any request for fees, expenses, and costs. The Parties negotiated and reached agreement on the Attorneys' Fees and Expenses to be paid by Plantronics only after reaching agreement on all other material terms of this Settlement.

32. Class Members are not personally liable for any such court-approved attorneys' fees or expenses, and the payment of attorneys' fees and expenses, as approved by the Court, will not reduce the benefits paid to the Class.

33. Plantronics will not pay Attorneys' Fees and Expenses to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If you choose to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, subject to your agreement with your personally retained attorneys. No attorneys other than Class Counsel or other attorneys authorized by Class Counsel to perform work in connection with this Action shall be eligible to receive fees or expenses under this Settlement Agreement.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

34. To be eligible for a cash payment from the Settlement, you must be a member of the Class and you must submit a timely and Valid Claim Form through the Settlement Website www.headphonesettlement.com **no later than December 31, 2019**, or execute and return by U.S. mail a completed Claim Form **postmarked no later than December 31, 2019**. A Claim Form will be mailed or emailed to known potential Class Members, or you may obtain a Claim Form from www.headphonesettlement.com, or you may request that a Claim Form be mailed to you by calling the Settlement Administrator, A.B. Data, Ltd., toll-free at 800-983-6533. If you are excluded from the Class by definition or file a request to opt out of the Class or if you do not submit a timely and Valid Claim, you will not be eligible to share in the benefits of the Settlement. You do not need to submit a Claim Form if you qualify for the Extended Limited Warranty. However, if you receive a cash payment through this Settlement, you are not eligible to also receive the Extended Limited Warranty.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS?

35. If you do not want to receive the benefits provided by the Settlement, and you want to keep the right to sue or continue to sue Plantronics about the legal claims in this lawsuit, you must take steps to exclude yourself from the Settlement. This is sometimes called "opting out" of the Settlement Class.

36. To exclude yourself from the Settlement, you must send a letter, other written document, or an Opt-Out Form available at www.headphonesettlement.com to the Claims Administrator. Your request to opt out must include:

- Your name, address, and telephone number;
- The serial number of your Headphone(s);
- A statement that "I wish to be excluded from the Settlement Class in *Phil Shin, on behalf of himself and all others similarly situated, v. Plantronics, Inc.*, Case No. 5:18-cv-05626-NC" or substantially similar clear and unambiguous language;
- Your personal signature (electronic signatures, including Docusign, are invalid and will not be considered personal signatures). You must personally sign your request. The request cannot be signed by an attorney or other representative on your behalf.

You must either (i) mail your signed written request or Opt-Out Form to Headphones Settlement, Exclusions, P.O. Box 173001, Milwaukee, WI 53217 or (ii) email a complete and legible scanned copy or photograph of your signed written request to info@headphonesettlement.com. Your signed written request must be sent (postmarked or emailed) by November 22, 2019.

IF I EXCLUDE MYSELF, CAN I STILL GET FULL BENEFITS FROM THE SETTLEMENT?

37. No. If you choose to exclude yourself from the Settlement, you are telling the Court that you do not want to be part of the Settlement Class in this Settlement. You can only get a cash payment or an Extended Limited Warranty if you stay in the Settlement Class. You must submit a valid Claim Form to be eligible to receive a cash payment.

38. If you choose to exclude yourself from the Settlement, you are not giving up the right to sue Plantronics for the claims that this Settlement resolves and releases. You must exclude yourself from this Settlement Class to start or continue with your own lawsuit.

HOW DO I OBJECT TO THE SETTLEMENT?

39. If you are a Class Member, you may object to any part of the Settlement you do not like and the Court will consider your views. You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be made available to the Class and the Lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at that Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you're responsible for hiring and paying that attorney. All written objections and supporting papers must: (a) clearly identify the case name and number (*Phil Shin, on behalf of himself and all others similarly situated, v. Plantronics, Inc.*, Case No. 5:18-cv-05626-NC); (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, California 95113, or by filing them in person at any location of the United States District Court for the Northern District of California; (c) be filed or postmarked on or before November 22, 2019; (d) contain the objector's full name, address, telephone number, and email address; (e) list all civil actions in which the objector and/or objector's counsel filed or in any way participated in - financially or otherwise - objecting to a class action settlement in the preceding five years; (f) list the name, address, email address, and telephone number for each attorney representing the objector; (g) include a written statement of all grounds for the objection, accompanied by any legal support for such objection; and, (h) include the objector's signature and date of signature.

40. Any Class Member who does not submit a request for exclusion from the Class may object to the proposed Settlement, or Class Counsel's motion for an award of attorneys' fees, reimbursement of litigation expenses, and Service Awards to Named Plaintiff. **Even if you make an objection, you must also submit a claim in order to get cash compensation under the Class Action Settlement.**

41. Class Members who fail to make objections in the manner specified in this Section may be deemed to have waived any objections and may be foreclosed from making any objection to the Settlement or this Agreement (whether by appeal, collateral proceeding, or otherwise).

You may file a written objection without having to appear at the Fairness Hearing. You may not, however, appear at the Fairness Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise. The Fairness Hearing is described in more detail in paragraphs 44-45 below.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND OPTING OUT?

42. If you opt out of the Class, you cannot object to the Settlement. Opting out is telling the Court that you do not want to be part of the Settlement, and you do not want to receive any Settlement

benefits. If you opt out, you have no basis to object to the Settlement by telling the Court you do not like something about it, because the Settlement no longer affects you. If you opt out, you retain your right to sue Plantronics, but you give up your right to obtain the benefits provided by this Settlement.

If you object to the Settlement, you are expressing your views about the Settlement but remain a member of the Class (if you are otherwise eligible). **If you make an objection, you must still submit a claim in order to be eligible to receive a cash payment under the Settlement.**

WHEN AND WHERE IS THE FAIRNESS HEARING?

43. The Court will hold the Fairness Hearing at 11:00 am on December 20, 2019, at the San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113 in Courtroom 5. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections that were received by the deadline, the Court will then consider them. If you submit a timely objection, the Court will also listen to you speak at the hearing, if you so request.

44. The Court may reschedule the Fairness Hearing or change any of the deadlines described in this Notice. The date of the Fairness Hearing may change without further notice to the Class Members. Be sure to check the website, www.headphonesettlement.com, for news of any such changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

AM I REQUIRED TO ATTEND THE FAIRNESS HEARING?

45. No. You are not required to attend the Fairness Hearing, but you are welcome to attend at your own expense. If you timely file an objection, then you can, but are not obligated to, come to Court to discuss it. You may also pay your own lawyer to attend or discuss your objection, but that is not necessary.

MAY I SPEAK AT THE FAIRNESS HEARING IF I DON'T LIKE THE SETTLEMENT?

46. Yes. You may ask the Court to permit you to speak at the Fairness Hearing. To do so, you must file a written request with the Court saying that it is your "Notice of Intent to Appear at the Fairness Hearing in *Phil Shin, on behalf of himself and all others similarly situated, v. Plantronics, Inc.*, Case No. 5:18-cv-05626-NC." If you plan to have your own attorney speak for you at the hearing, you must also include the name, address, and telephone number of the attorney who will appear. Your written request must be sent to the Clerk of Court, Class Counsel, the Settlement Administrator, and Plantronics' Counsel at their addresses above. You may not be permitted to speak at the hearing if your Notice of Intent to Appear is late.

HOW DO I GET MORE INFORMATION ABOUT THIS CASE?

47. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.headphonesettlement.com. You can also contact Class Counsel at the addresses listed above in paragraph 4 or the Settlement Administrator by emailing info@headphonesettlement.com or calling 800-983-6533.

48. You can access the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA 95113 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.