

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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