

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

If you bought a Bluetooth headset, the settlement of a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit involving Bluetooth headsets (“Proposed Settlement”) manufactured by Motorola, Inc.; Plantronics, Inc.; or GN Netcom, Inc. / “Jabra” (collectively, the “Defendants”).
- The Proposed Settlement resolves claims in a class action lawsuit that Bluetooth headsets manufactured by Defendants create a risk of hearing loss and that Defendants acted wrongfully when they did not warn consumers of that risk (if it exists). The Defendants deny their Bluetooth headsets are unsafe or that they did anything wrong. Defendants are settling only to avoid the risk and expense of trial.
- If the Proposed Settlement is approved, Defendants will add acoustic safety information to their websites and product manuals included with new Bluetooth headsets. Defendants will also donate \$100,000 to non-profit organizations that focus on preventing hearing loss.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT:	
ASK TO BE EXCLUDED	You will keep the right to sue, or continue to sue, the Defendants about the claims resolved by this Proposed Settlement.
OBJECT	Write to the Court about why you don’t like the Proposed Settlement, or any part of it.
GO TO A HEARING	Ask to speak in Court about an objection.
DO NOTHING	You will be included in the Proposed Settlement. You give up the right to sue, or continue to sue, Defendants about the claims that are resolved by this Proposed Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. Please read it carefully.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement.

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BASIC INFORMATION

1. Why was this notice issued?

A court authorized this notice because you have a right to know about a Proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Proposed Settlement. This notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits will be provided, and who will receive them.

Judge Dale S. Fischer of the United States District Court, Central District of California, is overseeing this case. The case is known as *In re Bluetooth Headset Product Liability Litigation*, case number 07-ML-1822, MDL 1822. The people who sued are called the Plaintiffs. The companies they are suing, Motorola, Inc.; Plantronics, Inc.; and GN Netcom, Inc. / “Jabra,” are called the Defendants.

2. What is the lawsuit about?

The lawsuit is about whether Bluetooth headsets have the potential to cause noise induced hearing loss, whether Defendants should have warned consumers of that risk (if it exists), and whether consumers were misled into buying Bluetooth headsets and paying more than they would have if they knew about the alleged risk.

Specifically, Plaintiffs seek economic damages based on the alleged risk of noise induced hearing loss, which Plaintiffs define as “the slow loss of hearing caused by unsafe levels of noise.” Plaintiffs allege that by not warning consumers about the purported risk, Defendants violated California’s Unfair Competition Law (Bus. & Prof. Code §§ 17200-17209), False Advertising Law (Bus. & Prof. Code §§ 17500-17536), and Consumers Legal Remedies Act (Civ. Code §§ 1750-1784). Plaintiffs also allege one of the Defendants violated Illinois’s Deceptive Trade Practices Act (815 ILCS 510) and Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505).

Defendants deny all of these claims, deny that Bluetooth headsets are unsafe, and maintain that they did not act wrongfully or unlawfully.

3. Why is this a class action?

In a class action, one or more people called “class representatives” (in this case Lori Raines, Betsee Finlee, Michael Jones, Amy Karle, Evan Nass, Aleksandra Spevacek, Betty Dumas, Kimberly Ryan, and Hayden Kirkpatrick) sue on behalf of people who have similar claims. All of these people or entities are a “class” or “class members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the class.

4. Why is there a Proposed Settlement?

The Court has not decided who is correct. Both sides agreed to the Proposed Settlement in order to avoid the cost and risk of a trial. The Proposed Settlement does not mean that any law was violated or that the Defendants did anything wrong. The Defendants deny that they did anything wrong or unlawful. The Class Representatives and their lawyers think the Proposed Settlement is best for all Class Members.

WHO IS IN THE PROPOSED SETTLEMENT

To see if your rights will be affected by this Proposed Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the Proposed Settlement?

The Proposed Settlement includes all persons or entities in the United States who, between June 30, 2002 and February 19, 2009, purchased a Bluetooth headset manufactured by Motorola, Plantronics or GN / “Jabra.”

6. Are there exceptions to being included?

The Proposed Settlement does not include: (a) the Defendants and their parents, subsidiaries, and affiliates, current and former directors and officers; (b) any entity in which any of the Defendants has a controlling interest; (c) any successor or assign of any of the Defendants; (d) any person who has validly elected to exclude themselves from the Proposed Settlement; and (e) the judge assigned to this case.

7. What if I am not sure whether I am included in the Proposed Settlement?

If you are not sure whether you are included in the Class, or you have questions about the Proposed Settlement, call 1-888-952-9087 or go to www.BluetoothHeadsetLitigation.com.

THE PROPOSED SETTLEMENT BENEFITS

8. What does the Proposed Settlement provide?

Defendants will add warnings about hearing loss to their websites and add additional information about acoustic safety to the product manuals included with new Bluetooth headsets (*see* Question 9). Defendants will also donate \$100,000 to non-profit organizations (*see* Question 10).

Defendants will pay certain of Class Counsel’s attorneys’ fees and documented expenses, make payments to the Class Representatives, and pay the costs of notice and administration of this

Proposed Settlement (*see* Question 16). These payments will not reduce the amount Defendants will donate to charity.

More details are in a document called the Settlement Agreement, which is available at www.BluetoothHeadsetLitigation.com.

9. Tell me more about the warnings regarding hearing loss that Defendants will provide.

Defendants will add acoustic safety information to their websites and to the product manuals included with new Bluetooth headsets. The acoustic safety information will be available at the following websites:

- Motorola: www.motorola.com/hearingsafety
- Plantronics: www.plantronics.com/healthandsafety
- GN / “Jabra”: www.jabra.com/Sites/Jabra/Na-us/pages/Safety.aspx

10. What does the Proposed Settlement give to charity?

Defendants will donate \$100,000 to one or more non-profit organizations that focus on preventing hearing loss. The non-profit organizations will be chosen by Defendants and the attorneys for the Class, subject to approval by the Court.

11. Can I get a cash payment from the Proposed Settlement?

No. It is not practical or economical to provide benefits directly to individual Class Members because the Class is very large and the amount each Class Member would receive is very small. Therefore, the Class Representatives, the attorneys for the Class, and the Defendants agree that the cost of distributing any kind of benefit directly to Class Members would consume too much of the Proposed Settlement benefits. Instead, they believe that providing funding to non-profit organizations that focus on preventing hearing loss will indirectly benefit all Class Members.

12. What am I giving up as part of the Proposed Settlement?

If you do nothing, you will stay in the Class. That means you cannot sue Defendants over the claims settled in this case. It also means that all of the Court’s orders will apply to you and legally bind you. If you stay in the Class, you will agree to “release” Defendants as described in paragraphs 3.9–3.10 of the Settlement Agreement, which is available at www.BluetoothHeadsetLitigation.com. The released claims do not include claims for personal injury.

The Settlement Agreement specifically describes the released claims in necessarily accurate legal terminology, so read it carefully. Talk to Class Counsel (*see* the section on “The Lawyers Representing You”) or your own lawyer if you have questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep your right to sue or continue to sue Defendants over the legal issues in this case, you must take steps to get out of the Proposed Settlement. This is called asking to be excluded from—or “opting out” of—the Class.

13. How do I get out of the Proposed Settlement?

To exclude yourself from the Proposed Settlement, you must send a letter by mail or facsimile, saying that you want to be excluded from the Class in *In re Bluetooth Headset Litigation*. You must include your full name, mailing address, telephone number, and a statement similar to the following: “I request to be excluded from the Class in *In re Bluetooth Headset Litigation*.” Your request for exclusion must be mailed or otherwise delivered to the following address such that it is *received by June 9, 2009*:

Bluetooth Class Action Settlement Administrator
P.O. Box 1158
Minneapolis, MN 55440-1158
Facsimile: 1-866-801-0476

You cannot exclude yourself on the phone, by email, or at the website. You cannot request exclusion on behalf of any subclass.

14. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this Proposed Settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit. Remember, the exclusion deadline is **June 9, 2009**.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has designated the following law firms to represent you as “Class Counsel” in this case:

- Bruce L. Simon, Esq. and Clifford H. Pearson, Esq., Pearson, Simon, Warshaw & Penny, LLP, 44 Montgomery Street, Suite 1430, San Francisco, CA 94104;

- Stephen M. Garcia, Esq., The Garcia Law Firm, One World Trade Center, Suite 1950, Long Beach, CA 90831;
- Melissa M. Harnett, Wasserman, Comden & Casselman, L.L.P., 5567 Reseda Boulevard, Suite 330, Tarzana, CA 91357;
- Steven A. Hart, Segal McCambridge Singer & Mahoney, 330 N. Wabash Suite 200, Chicago, IL 60611;
- Michael Fuller, McHugh Fuller Law Group, 97 Elias Whiddon Road, Hattiesburg, MS 39402;
- Jack T. Patterson, II, Patton Roberts McWilliams & Capshaw, 111 Center Street, Ste. 1315, Little Rock, AR 72201; and
- Michael Kelly, Kirtland & Packard, 2361 Rosecrans Ave., 4th Floor, El Segundo, CA 90245.

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the costs of the lawsuit and Proposed Settlement be paid?

Class Counsel will ask the court for up to \$800,000 in attorneys’ fees and up to \$38,000 for reimbursement of documented expenses. Class Counsel will also request up to \$12,000 total for the Class Representatives, who helped the lawyers on behalf of the whole Class. The Court may award less than these amounts. Defendants will separately pay the fees and expenses the Court orders. These payments will not reduce the amount Defendants will donate to charity.

Defendants will also separately pay the costs to provide notice to the Class and administer the Proposed Settlement, up to \$1.2 million. If those costs are less than \$1.2 million, Class Counsel may request reimbursement for additional documented expenses up to \$12,000, which Defendants will pay upon approval by the Court. Additional details can be found in the Settlement Agreement, which is available at www.BluetoothHeadsetLitigation.com.

OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court if you don’t like the Proposed Settlement or some part of it.

17. How do I tell the Court I don’t like the Proposed Settlement?

You can comment on the Proposed Settlement if you don’t like some part of it. The Court will consider your views. To do so, you must send a written objection in the case *In re Bluetooth Headset Product Liability Litigation*, No. 07-ML-1822, MDL 1822. Be sure to include your full name, address, and telephone number, and, if applicable, the name, address, and telephone

number of your attorney. You must also include any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of your objection.

Your objection must comply with all filing rules of the United States District Court for the Central District of California, including electronic filing rules if applicable. The Court's rules are available at www.cacd.uscourts.gov. Failure to follow the Court's filing rules constitutes noncompliance with the rules governing objections, and the objection may be deemed invalid.

Your objection must be mailed or otherwise delivered to each of the following addresses so that it is *received by June 9, 2009*:

Court	Settlement Administrator
Clerk of the Court United States District Court Central District of California 312 N. Spring St. Attn.: Room G-19, Civil Intake Section Los Angeles, CA 90012	Bluetooth Class Action Settlement Administrator P.O. Box 1158 Minneapolis, MN 55440-1158

Filing a written objection with the Court is the only permissible way to contact the Court.

18. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Proposed Settlement?

Judge Fischer will hold a Fairness Hearing at 1:30 p.m. on July 6, 2009, at the United States District Court for the Central District of California, Roybal Federal Building, Courtroom 840, 255 East Temple St., Los Angeles, CA 90012. At the Fairness Hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate and should be granted final approval. The Court will also consider Class Counsel's request for attorneys' fees, costs, expenses, and payment to Class Representatives. If there are objections, the Court will consider them.

The Fairness Hearing may be moved to a different date, extended, or moved to a different Courtroom without additional notice so it is recommended that you periodically check www.BluetoothHeadsetLitigation.com for updated information.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time and according to the Court's rules, the Court will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but it is not necessary. See Question 17 for more information.

21. May I speak at the hearing?

To speak at the Fairness Hearing, you must send a letter or some other written document saying that the letter or document is your "Notice of Intention to Appear" at the Fairness Hearing in *In re Bluetooth Headset Product Liability Litigation*, No. 07-ML-1822, MDL 1822.

Be sure to include your full name, address, and telephone number, and, if applicable, the name, address, and telephone number of your attorney. You must also include a statement of written objections that includes information about what you intend to say at the hearing and copies of any papers, materials, or briefs in support of the statement of written objections.

Your "Notice of Intention to Appear" must comply with all filing rules of the United States District Court for the Central District of California, including electronic filing rules, if applicable. The Court's rules are available at www.cacd.uscourts.gov. You must file your "Notice of Intention to Appear" with the Court and serve copies on Class Counsel and Defendants' Counsel at the addresses listed below. Your "Notice of Intention to Appear" must be **received by June 9, 2009**. If you do not file and serve a "Notice of Intention to Appear" in this manner, you will not be permitted to object to the Proposed Settlement at the Fairness Hearing and you will not be able to seek review of the Proposed Settlement by appeal or otherwise. The Court will decide if you will be allowed to speak at the Fairness Hearing.

Court	Class Liaison Counsel	Defendants' Liaison Counsel
Clerk of the Court United States District Court Central District of California 312 N. Spring St. Attn.: Room G-19, Civil Intake Section Los Angeles, CA 90012	Stephen M. Garcia THE GARCIA LAW FIRM One World Trade Center Suite 1950 Long Beach, CA 90831	Terrence J. Dee KIRKLAND & ELLIS, LLP 200 E. Randolph St. Suite 5900 Chicago, IL 60618

IF YOU DO NOTHING

22. What happens if I do nothing at all?

You have the right to do nothing. If you do nothing, you will remain a part of the Class and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the claims in this case, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the Proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.BluetoothHeadsetLitigation.com. You may also call 1-888-952-9087 or write to Bluetooth Class Action Settlement Administrator, P.O. Box 1158, Minneapolis, MN 55440-1158.