

If you purchased a Bluetooth enabled We-Vibe® brand product or downloaded the We-Connect™ application, you may be entitled to a payment from a class action settlement.

A federal court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against Standard Innovation® Corp. (“Defendant” or “Standard Innovation”), a Canadian company. The suit claims Standard Innovation violated state and federal laws by failing to disclose that its Bluetooth enabled vibrators collected and recorded certain personal information from consumers. Standard Innovation denies any wrongdoing and maintains that its data collection practices comply with the law. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and costs associated with litigation.
- Two groups or “classes” of people are included in the Settlement and may be entitled to a cash payment. The first group is called the Purchaser Class and includes anyone in the United States that bought a Bluetooth-enabled We-Vibe® brand product before September 26, 2016. The second group is called the App Class and includes anyone in the United States that downloaded the We-Connect™ application and used it to control a We-Vibe® brand product before September 26, 2016. More information about each class is listed below.
- Defendant created a settlement fund for each class. These funds will be used to pay all costs and fees, as well as to pay valid claims. The fund for the Purchaser Class is \$1 million Canadian dollars (about \$750,000 US dollars). Those in the Purchaser Class who submit valid claims will be eligible to receive an equal share of this fund up to \$199 US dollars. The fund for the App Class is \$4 million Canadian dollars (about \$3,000,000 US dollars). Those in the App Class who submit valid claims will be eligible to receive an equal share of this fund up to about \$10,000 US dollars. The amount ultimately recoverable depends on the number of claims filed, the cost of notice, and the amount awarded for costs, fees, and an incentive award to Plaintiffs. Standard Innovation has also agreed to more clearly disclose its data collection practices and to destroy certain data it has collected.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a claim form	This is the only way to receive a payment.
Exclude yourself	You will receive no payment, but you will retain any rights you currently have to sue Defendant about the issues in this case.
Object	Write to the Court explaining why you don’t like the Settlement.
Attend a hearing	Ask to speak in Court about the fairness of the Settlement.
Do nothing	You will receive no payment under the Settlement and give up your rights to sue the Defendant about the issues in this case

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	3
1. What is this notice and why should I read it?	
2. What is a class action lawsuit?	
THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT	3
3. What is this lawsuit about?	
4. Why is there a Settlement?	
WHO'S INCLUDED IN THE SETTLEMENT?.....	4
5. How do I know if I am in the Settlement Class?	
THE SETTLEMENT BENEFITS	4
6. What does the Settlement provide?	
HOW TO GET BENEFITS	5
7. How do I make a claim?	
8. When will I get my payment?	
THE LAWYERS REPRESENTING YOU	5
9. Do I have a lawyer in the case?	
10. Should I get my own lawyer?	
11. How will the lawyers be paid?	
YOUR RIGHTS AND OPTIONS	6
12. What happens if I do nothing at all?	
13. What happens if I ask to be excluded?	
14. How do I ask to be excluded?	
15. If I don't exclude myself, can I sue the Defendant for the same thing later?	
16. If I exclude myself, can I get anything from this Settlement?	
17. How do I object to the Settlement?	
18. What's the difference between objecting and excluding myself from the Settlement?	
THE COURT'S FAIRNESS HEARING	7
19. When and where will the Court hold a hearing on the fairness of the Settlement?	
20. Do I have to come to the hearing?	
21. May I speak at the hearing?	
GETTING MORE INFORMATION	8
22. Where can I get additional information?	

BASIC INFORMATION

1. What is this notice and why should I read it?

A Court authorized this notice to let you know about a proposed Settlement with the Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Virginia M. Kendall of the U.S. District Court for the Northern District of Illinois is overseeing this class action. The case is called *N.P., et. al. v. Standard Innovation Corp.* No. 1:16-cv-8655. The persons who filed the lawsuit, N.P. and P.S., are the Plaintiffs and Class Representatives. (Due to the sensitive subject matter of this case, the Plaintiffs' names have been withheld.) The company they sued, Standard Innovation, is the Defendant. (Collectively, the Plaintiffs and the Defendant are the "Parties.") You need not live in Illinois to get a payment under the Settlement.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, N.P. and P.S.—sue on behalf of two groups of people who have similar claims. Together, these groups—known as the Purchaser Class and the App Class—are called the "classes" and collectively consists of "class members." In a class action, the court resolves the issues for all class members, except those who exclude themselves from the classes. After the Parties reached an agreement to settle this case (the "Settlement"), the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The lawsuit alleges that Standard Innovation failed to disclose that its We-Vibe[®] vibrators collected personal information about its customers' usage of the We-Vibe[®], if the consumer downloaded the We-Connect[™] App, without the customers' consent. The lawsuit alleges that Standard Innovation violated several state and federal laws because it did not properly disclose its data collection practices to consumers, and because consumers would not have purchased the product or downloaded the App had they known of Standard Innovation's collection practices.

Standard Innovation denies these allegations, maintains that its data collection practices were compliant with the law. No court has decided who is right. The Parties are entering into the Settlement to avoid time-consuming and expensive litigation. The Settlement is not an admission of wrongdoing by Standard Innovation. More information about the lawsuit and key documents can be found in the "Court Documents" section of the settlement website at www.SICclassactionsettlement.com.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they can avoid the uncertainty and expense of litigation, and class members will get compensation now rather than years later—if ever. The Class Representatives and their attorneys ("Class Counsel") believe that the Settlement is in the best interests of the class members.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that two groups or “classes” of people are part of the Settlement.

The first group is called the **Purchaser Class** and is for anyone in the United States who bought any of the following Bluetooth-enabled We-Vibe® vibrators before September 26, 2016: the We-Vibe® Classic, We-Vibe® 4 Plus, We-Vibe® 4 Plus App Only, Rave by We-Vibe™ and Nova by We-Vibe™ products.

The second group is called the **App Class** and includes anyone in the United States who downloaded the We-Connect™ application and used it to control any of the We-Vibe® products listed above before September 26, 2016.

Many people will be members of both classes because they both bought a We-Vibe® and downloaded the App. Other people will just be a member of one class because they bought a We-Vibe® but never downloaded the App, or they only downloaded the App and used it with their partner who purchased the We-Vibe®.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Cash Payments: Defendant has agreed to create two separate settlement funds totaling \$5 million Canadian dollars. The fund for the Purchaser Class is \$1 million Canadian dollars (about \$750,000 US dollars). The fund for the App Class is \$4 million Canadian dollars (about \$3,000,000 US dollars).

- Purchaser Class Members that submit a valid claim will be eligible to receive an equal share of that settlement fund up to \$199 US dollars. The amount of the actual payment will depend on the number of claims submitted and the total amount available in the settlement fund after applicable notice and administration costs, the incentive award, and attorneys' fees have been paid.
- App Class Members that submit a valid claim will be eligible to receive an equal share of this fund up to about \$10,000 US dollars. The amount of the actual payment will depend on the number of claims submitted and the total amount available in the settlement fund after applicable notice and administration costs, the incentive award, and attorneys' fees have been paid.

Any individual who is a member of both the Purchaser Class and the App Class may fill out both sections of the Claim Form and receive payment for both a valid Purchaser claim and a valid App claim. Any money remaining in either fund may be used to send additional notice to the class in order to distribute the funds to the class members, if practicable, or if not then to otherwise distribute it with Court approval.

Change In Standard Innovation's Practices:

Standard Innovation has agreed not to include a registration process on the We-Connect™ App and not to collect email addresses of users of the We-Connect™ App for purposes other than sending the Standard Innovation newsletter or registering products, both of which will continue to be optional. Standard Innovation has likewise agreed to update its We-Connect™ App privacy notice such that its data collection practices with respect to the We-Connect™ App are specifically disclosed and that users have a method to opt out of their data being provided to third parties for internal analytics purposes. All of these items have already been completed, and the new Privacy Notice is available through the We-Connect™ App.

Standard Innovation has also agreed, subject to any legal requirements, to destroy certain data previously collected from We-Connect™ Application users, excluding email addresses provided by users specifically for the Standard Innovation newsletter sign-up process and/or product registration purposes.

HOW TO GET BENEFITS

7. How do I make a claim?

If you are a member of either class (or both) and want to get a payment from the Settlement, you must fill out and submit a valid claim form online or postmarked by **July 20, 2017**. An online claim form is available on this website and can be submitted online. You can also get a paper claim form from the Settlement Website or by calling 1-844-367-8804. We encourage you to submit a claim online. It's faster and it's free.

The claim form requires you to provide basic contact information (so that payment can be sent to you) and the following information: (1) for individuals claiming relief from the Purchaser Settlement Fund, an affirmation that you purchased a Bluetooth-enabled We-Vibe® brand product before September 26, 2016 and the device serial number (located on the box and the device), if available; and/or (2) for individuals claiming relief from the App Settlement Fund, an affirmation that you downloaded the We-Connect™ application and used it to control a We-Vibe® brand product before September 26, 2016 and the device serial number (located on the box and the device), if available.

Click [here](#) to see where the serial number is located on the covered We-Vibe® devices.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for August 7, 2017 at 9:00 a.m. If the Court approves the Settlement, eligible members of the Purchaser Class and/or the App Class whose claims were approved by the Settlement Administrator will be sent a check. Please be patient. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed lawyers Jay Edelson and Eve-Lynn J. Rapp of Edelson PC as the attorneys to represent you and other class members. These attorneys are called "Class Counsel." In addition, the Court appointed Plaintiffs N.P. and P.S. to serve as the Class Representative. They are class members like you. Class Counsel can be reached by calling 1-844-367-8804.

10. Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 33 1/3% of the Purchaser Settlement Fund and up to 33 1/3 % of the App Settlement Fund. Class Counsel will also request an award of \$5,000 for each of the Class Representatives, which will be separately paid out of their respective settlement funds. The Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any award to the Class Representatives. The Court may award less than the amounts

requested. Any money not awarded will stay in the Purchaser Settlement Fund and the App Settlement Fund to pay Purchaser Class Members and App Class Members, respectively.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement, you will be considered a class member, and if the Court approves the Settlement, you will also be bound by the Settlement, including the Release, and all orders and judgments of the Court. A release means you cannot sue or be part of any other lawsuit against Standard Innovation for the claims or legal issues being resolved by this Settlement. For your convenience, the Release, which necessarily is drafted in legal-sounding language, is set forth in the Settlement Agreement on page 18.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement. However, you will not be considered a class member. You will keep your right to start your own lawsuit against Defendant for the same legal claims made in this lawsuit. You will not be legally bound by the Court's judgments related to the Purchaser Class, the App Class, and the Defendant in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a written request stating that you want to be excluded from the Settlement in *N.P., et. al. v. Standard Innovation Corp.*, No. 1:16-cv-8655. Your letter must also include your (1) name and address, (2) the name and number of the case, (3) a statement that you wish to be excluded from the Purchaser Class and/or the App Class, and (4) your signature. You must mail your exclusion request postmarked no later than **June 29, 2017** to:

N.P., et. al. v. Standard Innovation Corp., Settlement Administrator
c/o Heffler Claims Group
P.O. Box 59143
Philadelphia, PA 19102-9143

You can't exclude yourself on the phone or by email.

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a claim form to ask for a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Purchaser Class and/or the App Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a written statement or brief with the Court stating that you object to the Settlement in *N.P., et. al. v. Standard Innovation Corp.*, No. 1:16-cv-8655 postmarked no later than **June 29, 2017**. Your objection should be sent to the United States District Court for the Northern District of Illinois at the following address:

Clerk of Court
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

If you are represented by a lawyer, the lawyer must file your objection through the Court's CM/ECF system. Include your lawyer's contact information in the objection.

The objection must be in writing and include the case name *N.P., et. al. v. Standard Innovation Corp.*, No. 1:16-cv-8655. Your objection must be personally signed and include the following information: (1) your name and address, (2) all arguments, citations, and evidence supporting your objection, including copies of any documents you rely on, (3) a statement that you are a member of the Purchaser Class and/or the App Class, (4) the device serial number (located on the box and the device), if available, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing.

In addition to filing your objection with the Court, you must send copies of your objection and any supporting documents to both Class Counsel and the Defendant's lawyers at the addresses listed below:

Class Counsel	Defense Counsel
Eve-Lynn J. Rapp Edelson PC 123 Townsend Street, Suite 100 San Francisco, CA 94109	Neil K. Gilman Hunton & Williams LLP 2200 Pennsylvania Avenue, NW Washington, DC 20037

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive award on June 15, 2017.

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in either the Purchaser Class and/or the App Class. Excluding yourself from both classes is telling the Court that you don't want to be part of either 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 hold a hearing on the fairness of the Settlement?

The Court will hold the final fairness hearing at 9:00 a.m. on August 7, 2017, before the Honorable Virginia M. Kendall at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604 in Courtroom 2319. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, and adequate, and in the best interests of the Purchaser Class and the App Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive awards to the Class Representatives.

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted at the settlement website, www.SICclassactionsettlement.com or through the Court's online docket search at <https://ecf.ilnd.uscourts.gov>.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Purchaser Class and/or the App Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

22. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at www.SICclassactionsettlement.com, contact the Settlement Administrator at 1-844-367-8804, contact Class Counsel at 1-866-354-3015, access the Court's online electronic full case docket search at <https://ecf.ilnd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604 between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.