

SHEEHAN JOHN D
 Form 4
 March 05, 2013

FORM 4

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549**

OMB APPROVAL

OMB Number: 3235-0287
 Expires: January 31, 2015
 Estimated average burden hours per response... 0.5

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
 SHEEHAN JOHN D

(Last) (First) (Middle)

1500 CORPORATE DRIVE

(Street)

CANONSBURG, PA 15317

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
 MYLAN INC. [MYL]

3. Date of Earliest Transaction (Month/Day/Year)
 03/02/2013

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

____ Director _____ 10% Owner
 Officer (give title below) _____ Other (specify below)
 EVP and CFO

6. Individual or Joint/Group Filing(Check Applicable Line)
 Form filed by One Reporting Person
 ____ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
			Code	V	Amount (A) or (D) Price		
Common Stock	03/02/2013		M		8,619 A \$ 0	33,873	D
Common Stock	03/02/2013		F		2,740 (1) D \$ 30.1	31,133	D

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	
				Code	V (A) (D)	Date Exercisable Expiration Date	Title	Amount or Number of Shares
Restricted Stock Units	\$ 0	03/02/2013		M	8,619	(2) (2)	Common Stock	8,619
Performance Stock Units	\$ 0	03/03/2013		A	20,322	(3) (3)	Common Stock	20,322 (3)

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
SHEEHAN JOHN D 1500 CORPORATE DRIVE CANONSBURG, PA 15317			EVP and CFO	

Signatures

/s/ John D.
Sheehan

03/05/2013

**Signature of
Reporting Person

Date

Explanation of Responses:

* If the form is filed by more than one reporting person, see Instruction 4(b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) Represents withholding of shares for the tax liability associated with the vesting of a portion of the restricted stock units (RSUs) granted on March 2, 2011.

(2) Each restricted stock unit represents the right to receive one share of Mylan Inc. common stock. The remainder of this award will vest fully on March 2, 2014.

(3) Each performance stock unit (PSU) represents the right to receive one share of Mylan Inc. common stock. The PSUs were initially granted on April 1, 2010 subject to the attainment of previously established performance goals and a three-year vesting period. The PSUs will fully vest on the completion of the three-year vesting period.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. 10pt;">

Year

Salary

Reporting Owners

(\$)(1)

Bonus

(\$)(2)

Stock
Awards

(\$)(3)

All Other
Compensation

(\$)(4)

Total

(\$)

Timothy T. Yates⁽⁵⁾

2015

778,846

—

2,305,000

29,729

3,113,575

Chief Executive Officer and
Chief Financial Officer

2014

98,077

—

—

14,403

112,480

Explanation of Responses:

2013

225,000

—

—

15,350

240,350

Mark C. Stoever

2015

566,538

—

922,000

5,646

1,494,184

President and Chief Operating Officer

2014

424,231

—

—

5,365

429,596

2013

374,039

150,000

1,018,800

6,058

1,548,897

Michael C. Miller

2015

441,346

150,000

—

7,950

599,296

Executive Vice President, General Counsel and Secretary

James M. Langrock⁽⁶⁾

2015

389,423

—

—

52,760

442,183

Former Executive Vice President and Chief Financial Officer

2014

450,000

—

—

6,673

456,673

2013

424,038

150,000

Explanation of Responses:

1,302,300

7,212

1,883,550

Michael B. McGuinness⁽⁷⁾

2015

372,115

150,000

440,167

7,950

970,232

Former Executive Vice President and Chief Financial Officer

2014

336,700

—

—

7,800

344,500

2013

305,769

90,000

314,400

7,650

717,819

Lise Poulos⁽⁸⁾

2015

164,423

—

—

767,588

932,011

Former Executive Vice President and Chief Administrative Officer

2014

450,000

—

—

37,621

487,621

2013

450,000

Explanation of Responses:

50,000

829,800

52,892

1,382,692

(1) Due to the timing of the Company's regular biweekly payment cycle in relation to calendar year 2015, salary payments made during 2015 included payment for service during late December 2014. As a result, the amounts reported in the "Salary" column for certain NEOs slightly exceed the annual base salaries in effect for such NEOs during 2015.

(2) The "Bonus" column reports bonuses paid other than pursuant to an incentive plan. None of the NEOs received bonuses pursuant to an incentive plan with respect to the periods reported.

(3) The "Stock Awards" column reports the grant date fair value of stock awards in accordance with ASC 718, for stock awards granted during the applicable year. The fair value of stock awards is generally calculated using the closing price of the Company's common stock on the grant date of the award.

The fair value of certain stock awards granted to Messrs. Yates and Stoever on January 7, 2015, the vesting of which is contingent upon the attainment of Adjusted EBITDA margin targets, was calculated using the closing price of the Company's common stock on March 16, 2015, the date on which such Adjusted EBITDA margin targets were approved by the Compensation Committee. This resulted in a fair value of \$6.36 per share rather than the \$4.55 per share closing price of the Company's common stock on January 7, 2015.

The fair value of certain stock awards granted to Messrs. Yates and Stoever on January 7, 2015, the vesting of which is contingent upon the attainment of stock price targets, was estimated using a Monte Carlo simulation model resulting in an estimated grant date fair value less than the \$4.55 per share closing price of the Company's common stock on the grant date. If the \$4.55 per share closing price had been used as the fair value per share of such awards, the amounts reported in the "Stock Awards" column for 2015 for Messrs. Yates and Stoever would have been \$2,727,500 and \$1,091,000, respectively.

The fair value of a stock award granted to Mr. McGuinness on December 8, 2015, the vesting of which was contingent upon the attainment of stock price targets, was estimated using a Monte Carlo simulation model resulting in an estimated grant date fair value less than the \$6.00 per share closing price of the Company's common stock on the grant date. If the \$6.00 per share closing price had been used as the fair value of such award, the amount reported in the "Stock Awards" column for 2015 for Mr. McGuinness would have been \$600,000.

The fair value of certain stock awards granted on September 17, 2013, the vesting of which is contingent upon the attainment of stock price targets, was estimated using a Monte Carlo simulation model resulting in an estimated grant date fair value less than the \$4.52 closing price of the Company's common stock on the grant date. If the \$4.52 closing price had been used as the fair value of such awards, the amounts reported in the "Stock Awards" column for 2013 would have been as follows: \$1,166,800 for Mr. Stoever, \$1,505,800 for Mr. Langrock, \$358,800 for Mr. McGuinness and \$940,800 for Ms. Poulos.

28

Table of Contents

For additional information, see Note 2 to the Company's consolidated financial statements included in the Company's Form 10-K for the year ended December 31, 2015, as filed with the SEC on February 11, 2016.

The amounts reported in the "All Other Compensation" column for 2015 include the following amounts of 401(k) matching contributions by the Company: \$7,950 for Mr. Yates, \$5,646 for Mr. Stoever, \$7,950 for Mr. Miller, \$6,750 for Mr. Langrock, \$7,950 for Mr. McGuinness and \$5,588 for Ms. Poulos. The amount reported in the "All Other Compensation" column for Mr. Yates for 2015 includes \$21,779 in expenses paid by the Company for transportation between Mr. Yates' residence and his primary office location. The amount reported in the "All Other Compensation" column for Mr. Langrock for 2015 includes \$46,010 paid to Mr. Langrock upon his termination for (4) accrued but unused paid time off. The amount reported in the "All Other Compensation" column for Ms. Poulos for 2015 includes (A) \$715,313 in severance payments made to Ms. Poulos during 2015, (B) \$21,840 paid to Ms. Poulos upon her termination for accrued but unused paid time off, (C) \$11,742 in expenses paid by the Company relating to housing provided to Ms. Poulos near her primary office location during her employment with the Company, (D) \$8,615 in medical, dental and life insurance costs paid by the Company and (E) \$4,490 in relocation expenses paid by the Company. The benefits that we agreed to pay Ms. Poulos upon her retirement from the Company are described in "Potential Payments Upon Termination or Change-in-Control" on page 37.

During the years reported (2013 through 2015), Mr. Yates served as Executive Vice President through June 4, 2013, as a non-employee director from June 5, 2013 to November 3, 2014 and in his current position of Chief (5) Executive Officer commencing on November 4, 2014. Compensation for Mr. Yates' service as a non-employee director during 2013 and 2014 was reported in the proxy statements for our last two annual meetings of stockholders.

(6) Mr. Langrock resigned from the Company effective October 29, 2015.

(7) Mr. McGuinness resigned from the Company effective February 19, 2016.

Ms. Poulos retired from the Company effective May 1, 2015. The benefits that we agreed to pay Ms. Poulos upon

(8) her retirement from the Company are described in "Potential Payments Upon Termination or Change-in-Control" on page 37.

Grants of Plan-Based Awards

The following table provides information about non-equity incentive plan awards, equity incentive plan awards and stock awards granted to the named executive officers in 2015. There were no stock option awards made to the named executive officers in 2015.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards(1)			Estimated Future Payouts Under Equity Incentive Plan Awards		All Other Stock Awards: Number of Shares or Units (#)	Grant Date Fair Value of Stock Awards (\$)
		Threshold	Target	Maximum	Threshold	Target		
Timothy T. Yates	—	93,750	750,000	2,250,000	—	—	—	—
	1/7/2015	(2)—	—	—	62,500	250,000	—	1,590,000
	1/7/2015	(3)—	—	—	62,500	250,000	—	715,000
Mark C. Stoever	—	68,750	550,000	1,650,000	—	—	—	—
	1/7/2015	(2)—	—	—	25,000	100,000	—	636,000

Explanation of Responses:

Edgar Filing: SHEEHAN JOHN D - Form 4

	1/7/2015 (3)	—	—	—	25,000	100,000	—	286,000
Michael C. Miller	—	53,125	425,000	1,275,000	—	—	—	—
James M. Langrock	—	56,250	450,000	1,350,000	—	—	—	—
Michael B. McGuinness	—	32,813	262,500	787,500	—	—	—	—
	12/8/2015 (4)	—	—	—	16,666	50,000	—	140,167
	12/8/2015 (5)	—	—	—	—	—	50,000	300,000
Lise Poulos	—	56,250	450,000	1,350,000	—	—	—	—

(1) The amounts shown under “Estimated Future Payouts Under Non-Equity Incentive Plan Awards” relate to 2015 annual incentive plan award opportunities under the 2015 Performance Plan. As described more fully above in the CD&A, no bonuses were paid under the 2015 Performance Plan. Threshold amounts shown in the table assume the attainment of the threshold Company goal for each applicable financial performance metric and that the Compensation Committee applied a 0.25x multiplier for individual performance (out of a possible 2x multiplier which can be applied for exceptional individual performance). Target amounts reflect target bonuses equal to a specified target percentage of the NEO’s base salary (75% for Mr. McGuinness and 100% for all other named executive officers). Target amounts also assume the attainment of the target Company goal for each applicable financial performance metric and that the Compensation Committee applied a 1x multiplier for individual performance (out of a possible 2x multiplier which can be applied for exceptional individual performance). Maximum amounts reflect the maximum possible payouts and assume the attainment of the maximum Company goals for

Table of Contents

each applicable financial performance metric and that the Compensation Committee applied the 2x multiplier for exceptional individual performance.

(2) RSU awards granted to Messrs. Yates and Stoever, the vesting of which is contingent upon the attainment of Adjusted EBITDA margin targets. The awards can vest in 62,500 RSU increments in the case of Mr. Yates and 25,000 RSU increments in the case of Mr. Stoever on the first anniversary of the achievement of quarterly Adjusted EBITDA margin targets for any calendar quarter starting with the second quarter of 2015 through the second quarter of 2016, subject to continued employment through such first anniversary. The quarterly Adjusted EBITDA margin targets are 15% for the second quarter of 2015, 17% for the third quarter of 2015, 19% for the fourth quarter of 2015, 23% for the first quarter of 2016 and 30% for the second quarter of 2016. The quarterly targets for the second and third quarters of 2015 were attained. In addition, any remaining unvested RSUs will vest on the first anniversary of the achievement of a quarterly Adjusted EBITDA margin target of at least 30% for two successive quarters beginning on or after April 1, 2016 and ending on or before June 30, 2017, subject to continued employment through such first anniversary. Any unvested RSUs will expire on July 1, 2017 if the applicable Adjusted EBITDA margin targets have not been achieved prior to that date.

The fair value of the awards was calculated using the closing price of the Company's common stock on March 16, 2015, the date on which the quarterly Adjusted EBITDA margin targets were approved by the Compensation Committee. This resulted in a fair value of \$6.36 per share rather than the \$4.55 per share closing price of the Company's common stock on January 7, 2015.

(3) RSU awards granted to Messrs. Yates and Stoever, the vesting of which is contingent upon the attainment of stock price targets. The awards can vest in 62,500 RSU increments in the case of Mr. Yates and 25,000 RSU increments in the case of Mr. Stoever on the first anniversary of the achievement and maintenance for 30 consecutive trading days of four specified stock price targets, subject to continued employment through such first anniversary. The stock price targets are \$5.75, \$6.75, \$7.75 and \$8.75. The \$5.75 stock price target was attained on March 26, 2015, and the \$6.75 stock price target was attained on September 10, 2015. Any unvested RSUs will expire on the three-year anniversary of the grant date if the applicable stock price targets have not been achieved prior to that date.

The fair value of the awards was estimated using a Monte Carlo simulation model resulting in an estimated grant date fair value less than the \$4.55 per share closing price of the Company's common stock on the grant date. If the \$4.55 per share closing price had been used as the fair value per share of such awards, the aggregate grant date fair value of the awards would have been \$1,137,500 for Mr. Yates' award and \$455,000 for Mr. Stoever's award.

(4) RSU award granted to Mr. McGuinness, the vesting of which was contingent upon the attainment of stock price targets. In connection with the termination of his employment in February 2016, Mr. McGuinness forfeited this award in its entirety. The award provided for vesting in 16,666 RSU increments on the first anniversary of the achievement and maintenance for 30 consecutive trading days of three specified stock price targets, subject to continued employment through such first anniversary. The stock price targets were \$7.50, \$8.125 and \$8.75. The fair value of the award was estimated using a Monte Carlo simulation model resulting in an estimated grant date fair value less than the \$6.00 per share closing price of the Company's common stock on the grant date. If the \$6.00 per share closing price had been used as the fair value per share of such award, the aggregate grant date fair value of the award would have been \$300,000.

(5) RSU award granted to Mr. McGuinness vesting 25% per year over a period of four years, subject to continued employment. In connection with the termination of his employment in February 2016, Mr. McGuinness forfeited this award in its entirety.

Table of Contents

Outstanding Equity Awards At Fiscal Year End

The following table summarizes the holdings of unvested stock awards by our named executive officers at December 31, 2015. None of the named executive officers hold any stock options. James M. Langrock and Lise Poulos held no unvested outstanding equity awards at December 31, 2015.

		Stock Awards			Equity	Equity
		Number	Market	Equity	Equity	
		of	Value	Incentive	Incentive	
		Shares	of	Plan	Plan	
		or	Shares	Awards:	Awards:	
		Units	or	Number	Market or	
		of	Units of	of	Payout	
Name	Grant Date	Stock	Stock	Unearned	Value of	
		That	That	Shares,	Unearned	
		Have	Have	or Other	Shares,	
		Not	Not	Rights	Other	
		Vested	Vested	That	Rights	
		(#)	(\$)(1)	Have	That	
				Not	Have Not	
				Vested	Vested	
				(#)	(\$)(1)	
Timothy						
T.	6/4/2014	16,893(2)	96,797	—	—	
Yates						
	1/7/2015	—	—	250,000	(3)1,432,500	
	1/7/2015	—	—	250,000	(4)1,432,500	
Mark						
C.	2/28/2012	18,750(5)	107,438	—	—	
Stoever						
	4/30/2013	30,000(6)	171,900	—	—	
	9/17/2013	—	—	50,000	(7)286,500	
	1/7/2015	—	—	100,000	(3)573,000	
	1/7/2015	—	—	100,000	(4)573,000	
Michael						
C.	2/28/2012	18,750(5)	107,438	—	—	
Miller						
	4/30/2013	30,000(6)	171,900	—	—	
	9/17/2013	—	—	43,750	(7)250,688	
Michael						
B.	2/28/2012	5,000	(5)28,650	—	—	
McGuinness						
	4/30/2013	10,000(6)	57,300	—	—	
	9/17/2013	—	—	15,000	(7)85,950	
	12/8/2015	—	—	50,000	(8)286,500	
	12/8/2015	50,000(9)	286,500	—	—	

(1) The values shown in this column are based on the closing market price of the Company's common stock on December 31, 2015, which was \$5.73.

(2)

Explanation of Responses:

RSU award granted on June 4, 2014 in connection with Mr. Yates' service as a non-employee director prior to becoming Chief Executive Officer in November 2014: one-third of these RSUs will vest on each of June 6, 2016, June 5, 2017 and June 4, 2018, subject to Mr. Yates' continued service on the Board of Directors.

Performance-based RSU awards granted on January 7, 2015: vesting is contingent upon the attainment of Adjusted EBITDA margin targets. One-quarter of these RSUs can vest on the first anniversary of the achievement of quarterly Adjusted EBITDA margin targets for any calendar quarter starting with the second quarter of 2015 through the second quarter of 2016, subject to continued employment through such first anniversary. The quarterly Adjusted EBITDA margin targets are 15% for the second quarter of 2015, 17% for the third quarter of 2015, 19% (3) for the fourth quarter of 2015, 23% for the first quarter of 2016 and 30% for the second quarter of 2016. The quarterly targets for the second and third quarters of 2015 were attained, and accordingly one-quarter of these RSUs will vest on each of June 30, 2016 and September 30, 2016, subject to continued employment through such dates. In addition, any remaining unvested RSUs will vest on the first anniversary of the achievement of a quarterly Adjusted EBITDA margin target of at least 30% for two successive quarters beginning on or after April 1, 2016 and ending on or before June 30, 2017, subject to continued employment through such first anniversary.

Performance-based RSU awards granted on January 7, 2015: vesting is contingent upon the attainment of stock price targets. One-quarter of these RSUs can vest on the first anniversary of the achievement and maintenance for 30 consecutive trading days of four specified stock price targets, subject to continued employment through such (4) first anniversary. The stock price targets are \$5.75, \$6.75, \$7.75 and \$8.75. The \$5.75 stock price target was attained on March 26, 2015, and the \$6.75 stock price target was attained on September 10, 2015. Accordingly, one-quarter of these RSUs vested on March 28, 2016, and one-quarter of these RSUs will vest on September 12, 2016, subject to continued employment through such date.

Restricted stock award granted on February 28, 2012: all of these shares vested on February 29, 2016, with the (5) exception of the shares held by Mr. McGuinness which were forfeited in connection with the termination of his employment in February 2016.

Restricted stock award granted on April 30, 2013: one-half of these shares will vest on each of May 2, 2016 and (6) May 1, 2017, subject to the NEO's continued employment through such dates. The shares held by Mr. McGuinness were forfeited in connection with the termination of his employment in February 2016.

Table of Contents

Performance-based RSU award granted on September 17, 2013: these RSUs will vest if both (A) the closing price of the Company's common stock reaches and remains at \$8.75 for 15 trading days in any 30 trading day period (7) during the 5-year period following the date of grant, and (B) the NEO remains continuously employed for an additional one-year period after such stock price target is attained. The RSUs held by Mr. McGuinness were forfeited in connection with the termination of his employment in February 2016.

Performance-based RSU award granted on December 8, 2015: vesting was contingent upon the attainment of stock price targets. In connection with the termination of his employment in February 2016, Mr. McGuinness forfeited (8) this award in its entirety. The award provided for vesting in 16,666 RSU increments on the first anniversary of the achievement and maintenance for 30 consecutive trading days of three specified stock price targets, subject to continued employment through such first anniversary. The stock price targets were \$7.50, \$8.125 and \$8.75.

RSU award granted on December 8, 2015: one-quarter of these RSUs were scheduled to vest on each of December (9) 8, 2016, December 8, 2017, December 8, 2018 and December 8, 2019, subject to Mr. McGuinness' continued employment through such dates. In connection with the termination of his employment in February 2016, Mr. McGuinness forfeited this award in its entirety.

Option Exercises and Stock Vested

The following table provides information relating to the number of shares acquired by the named executive officers upon the vesting of stock awards during 2015 and the value realized, before any applicable tax and other withholding obligations. None of the named executive officers exercised stock options during 2015.

Name	Stock Awards	
	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)(1)
Timothy T. Yates	5,630	34,568
Mark C. Stoever	205,000	1,115,650
Michael C. Miller	186,250	1,021,400
James M. Langrock	290,000	1,536,000
Michael B. McGuinness	60,000	324,250
Lise Poulos	146,250	778,450

(1) The value realized on vesting is based on the market price of the Company's common stock on the vesting date.

Potential Payments Upon Termination or Change-in-Control

This section describes the payments and other benefits that we have agreed to provide to the named executive officers who are currently employed by the Company, if their employment terminates in the future for various reasons, and in the event of any future change in control of the Company. For these named executive officers, we also quantify such

payments and benefits assuming that (1) the termination or change in control had occurred on December 31, 2015, and (2) the value realized upon the accelerated vesting of RSUs and restricted stock was \$5.73 per share, the closing price of our common stock on December 31, 2015. This section also describes the payments and other benefits that we agreed to provide to the named executive officers who are no longer employed by the Company.

Generally, as described in more detail below, each of our NEOs is entitled to certain payments, benefits and/or accelerated vesting of their equity awards in the event of:

- termination of employment due to death or disability;
- an involuntary termination of employment;
- an involuntary termination of employment following a change in control; and/or
- a change in control.

Generally, all of the Company's outstanding equity awards granted prior to December 31, 2015 will become fully vested according to their terms upon a change in control. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration. Although the definition of a "change in control" varies in some cases with respect to employment agreements and the terms of equity awards, a "change in control" will generally occur upon:

Table of Contents

- the acquisition of a controlling interest in the Company (the meaning of “controlling interest” varies among agreements, ranging from between 25% of the Company’s voting securities to more than 50% of the Company’s voting securities);
- a sale of all or substantially all of the Company’s assets;
- the approval by the Company’s stockholders of a plan of complete liquidation;
- the consummation of a reorganization or merger of the Company in which more than 50% of the voting power of the Company is transferred to new stockholders; or
- a change in the composition of a majority of the members of the Board of Directors.

Timothy T. Yates

The table below quantifies the assumed payments and benefits that Mr. Yates would have been entitled to upon his termination of employment for various reasons or a change in control of the Company, in each case, as of December 31, 2015, and the footnotes describe the contractual provisions that provide those rights to Mr. Yates.

Payments and Benefits	Termination			
	Death or Disability(2)	Without Cause/ For Good Reason(3)(4)	Without Cause/ For Good Reason After a Change in Control(3)(5)	Change in Control(6)
Severance	\$—	—\$ 1,687,500	\$ 3,000,000	\$ —
Pro-Rata Bonus ⁽⁷⁾	—	—	—	—
Continued Medical Benefits	257,010	257,010	257,010	—
RSUs (Accelerated Vesting) ⁽⁸⁾	—2,961,797	—	1,529,297	1,529,297

(1) Pursuant to Mr. Yates’ employment agreement, if his employment is terminated for any reason, the Company shall resume paying Mr. Yates the medical benefits for Mr. Yates and his spouse described in Section 3(b) of his retirement agreement dated June 4, 2013, in a form compliant with applicable law at such time (the “Yates Retirement Medical Benefits”).

(2) Pursuant to Mr. Yates’ employment agreement, if his employment is terminated due to his death or disability, Mr. Yates is entitled to receive the following payments and benefits: (i) the bonus he would have earned for the fiscal year of his termination, pro-rated for the number of days worked in the fiscal year in which such termination occurs, such bonus to be paid at the time bonuses for such fiscal year are generally paid (a “pro-rata bonus”); and (ii) the Yates Retirement Medical Benefits. In addition, all unvested RSUs granted to Mr. Yates will fully vest upon such a termination under the terms of those awards.

(3) Pursuant to Mr. Yates’ employment agreement, “cause” generally means any of the following acts by Mr. Yates that are not cured, if deemed capable of cure, within 30 days after receipt of notice: willful misconduct or gross negligence in the performance of his duties, a material failure to attempt in good faith to comply with any lawful and reasonable directive of the Board of Directors or a willful material violation of Company policy; use of illegal drugs while performing his duties; failure to reasonably cooperate with any internal Company investigation or governmental authority having jurisdiction over the Company; a material breach of the employment agreement or any rules, regulations or policies or procedures of the Company; intentional commission of any fraud, embezzlement or misappropriation of Company property, moral turpitude or breach of fiduciary duty that could possibly have a material adverse effect on the Company; or indictment for the commission of any criminal act. Pursuant to the employment agreement, “good reason” generally means any of the following events that are not cured within 30 days after receipt of notice: failure of the Company to continue Mr. Yates in his position under the employment agreement; a material diminution or interference with respect to his duties, responsibilities or

authority or the assignment of duties or responsibilities that are materially and adversely inconsistent with his position; failure of Mr. Yates to be elected to the Board of Directors; a reduction in compensation or equity awards, or a material reduction in other benefits; the cessation of the Company's stock to be publicly traded on an established securities market as a result of a change in control, unless Mr. Yates retains his title and position at the surviving publicly-traded entity; or the Company's material breach of the employment agreement.

(4) Pursuant to Mr. Yates' employment agreement, if his employment is terminated by the Company without cause or by Mr. Yates for good reason, in either case not in connection with a change in control, Mr. Yates is entitled to receive the following payments and benefits: (i) severance payments equal to 1.5 times the sum of (a) Mr. Yates' then current annual base salary and (b) the greater of (X) 50% of Mr. Yates' target bonus for the year of termination or (Y) the bonus paid or payable to Mr. Yates for the fiscal year ending immediately prior to the year in which such termination occurs, paid in 18 equal monthly payments following such termination (subject to Mr. Yates' execution of a release); and (ii) the Yates Retirement Medical Benefits. The Company's obligation to provide the severance payments described in clause (i) of the preceding sentence will cease upon any breach by Mr. Yates of his 12-month non-competition or non-solicitation covenants, or upon any material breach of his confidentiality or non-disparagement covenants, that in each case is not cured within 30 days after notice of such breach.

Table of Contents

(5) The “Without Cause/For Good Reason After a Change in Control” column shows all payments and benefits that would be triggered by both a change in control and a termination of employment following the change in control. Pursuant to Mr. Yates’ employment agreement, if his employment is terminated by the Company without cause or by Mr. Yates for good reason, in either case within 18 months after a change in control, he is entitled to receive the following payments and benefits (subject to his execution of a release): (i) a lump sum severance payment equal to two times the sum of (a) Mr. Yates’ base salary at the time of such termination and (b) the greater of (X) Mr. Yates’ target bonus for the year of termination or (Y) the bonus paid or payable to Mr. Yates for the fiscal year ending immediately prior to the year in which such termination occurs (subject to Mr. Yates’ execution of a release); and (ii) the Yates Retirement Medical Benefits. The outstanding equity awards held by Mr. Yates as of December 31, 2015 will become fully vested according to their terms upon a change in control, subject to the price condition for one of the awards described in footnote 8 below. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

(6) The outstanding equity awards held by Mr. Yates as of December 31, 2015 will become fully vested according to their terms upon a change in control, subject to the price condition for one of the awards described in footnote 8 below. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

(7) As described more fully above in the CD&A, none of the NEOs received a bonus under the 2015 Performance Plan. Accordingly, no amounts are reported for “Pro-Rata Bonus” for Mr. Yates.

(8) As of December 31, 2015, Mr. Yates held 516,893 unvested RSUs and no other unvested equity-based awards. The amount shown in this row under “Death or Disability” represents the accelerated vesting of all 516,893 RSUs, based on the closing price of our common stock on December 31, 2015 of \$5.73 per share. Of such 516,893 unvested RSUs, 250,000 RSUs provide that they will only vest upon a change in control to the extent the transaction price exceeds the various stock price targets of the award which start at \$5.75. None of such 250,000 RSUs would have vested upon a hypothetical change in control at a transaction price of \$5.73. Accordingly, the amounts shown in this row under “Without Cause/For Good Reason After a Change in Control” and “Change in Control” represent the accelerated vesting of 266,893 RSUs, based on the closing price of our common stock on December 31, 2015 of \$5.73 per share. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

Mark C. Stoever

The table below quantifies the assumed payments and benefits that Mr. Stoever would have been entitled to upon his termination of employment for various reasons or a change in control of the Company, in each case, as of December 31, 2015, and the footnotes describe the contractual provisions that provide those rights to Mr. Stoever.

Payments and Benefits	Termination		
	Without Death Cause/ or Disability(1) Reason(2)(3)	Without Cause/ For Good Reason After a Change in Control(2)(4)	Change in Control(5)
Severance	\$—\$ 550,000	\$ 1,650,000	\$ —
Pro-Rata Bonus ⁽⁶⁾	—	—	—
Continued Welfare Benefits (Medical, Dental and Life Insurance)	16,323	24,485	—
RSUs and Restricted Stock (Accelerated Vesting) ⁽⁷⁾	1,741,838	1,138,838	1,138,838

Explanation of Responses:

Pursuant to Mr. Stoever's employment agreement, if his employment is terminated due to his death or disability, Mr. Stoever is entitled to receive the following benefits and payments: (i) a pro-rata bonus; and (ii) continued (1) medical, dental and life insurance benefits for 12 months after termination for him and his eligible dependents. In addition, all unvested RSUs and restricted stock granted to Mr. Stoever will fully vest upon such a termination under the terms of those awards.

Pursuant to Mr. Stoever's employment agreement, "cause" generally means any of the following acts by Mr. Stoever that are not cured, if deemed capable of cure, within 30 days after receipt of notice: misconduct or gross negligence in the performance of his duties, a material failure to attempt in good faith to comply with any lawful and reasonable directive of the Board of Directors or the Chief Executive Officer of the Company or a material violation of Company policy; use of illegal drugs while performing his duties; failure to reasonably cooperate with any internal Company investigation or governmental authority having jurisdiction over the Company; a material breach of the employment agreement or any rules, regulations or policies or procedures of the Company; (2) commission of any fraud, embezzlement or misappropriation of Company property, moral turpitude or breach of fiduciary duty that could possibly have a material adverse effect on the Company; or indictment for the commission of any criminal act. Pursuant to the employment agreement, "good reason" generally means any of the following events that are not cured within 30 days after receipt of notice: failure of the Company to continue Mr. Stoever in his position under the employment agreement; a material diminution or interference with respect to his duties, responsibilities or authority or the assignment of duties or responsibilities that are materially and adversely inconsistent with his position; a

Table of Contents

material reduction in base salary, target incentive opportunity or employee benefits that is not the result of an amendment or termination of an incentive compensation program or employee benefit offered to similarly situated employees on a non-discriminatory basis; the Company's material breach of the employment agreement; or the cessation of the Company's stock to be publicly traded on an established securities market as a result of a change in control, unless Mr. Stoever retains his title and position at the surviving publicly-traded entity.

Pursuant to Mr. Stoever's employment agreement, if his employment is terminated by the Company without cause or by Mr. Stoever for good reason, in either case not in connection with a change in control, Mr. Stoever is entitled to receive the following payments and benefits (subject to his execution of a release): (i) severance payments equal to Mr. Stoever's then current annual base salary, paid in 12 equal monthly payments following such termination; (3)(ii) a pro-rata bonus; and (iii) continued medical, dental and life insurance benefits for 12 months after termination for him and his eligible dependents. The Company's obligation to provide the severance payments described in clause (i) of the preceding sentence will cease upon any breach by Mr. Stoever of his 12-month non-competition or non-solicitation covenants, or upon any material breach of his confidentiality or non-disparagement covenants, that in each case is not cured within 30 days after notice of such breach.

The "Without Cause/For Good Reason After a Change in Control" column shows all payments and benefits that would be triggered by both a change in control and a termination of employment following the change in control. Pursuant to Mr. Stoever's employment agreement, if his employment is terminated by the Company without cause or by Mr. Stoever for good reason, in either case within 12 months after a change in control, Mr. Stoever is entitled to receive the following payments and benefits (subject to his execution of a release): (i) a lump sum severance payment equal to 1.5 times the sum of (a) Mr. Stoever's base salary at the time of such termination and (b) the greater of (X) Mr. Stoever's target bonus for the year of termination or (Y) the bonus paid or payable to Mr. Stoever (4) for the fiscal year ending immediately prior to the year in which such termination occurs; (ii) a pro-rata bonus; (iii) continued medical, dental and life insurance benefits for 18 months after termination for him and his eligible dependents; and (iv) full vesting of all RSUs and other equity-based awards granted to Mr. Stoever by the Company. The outstanding equity awards held by Mr. Stoever as of December 31, 2015 will become fully vested according to their terms upon a change in control, subject to the price condition for one of the awards described in footnote 7 below. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

The outstanding equity awards held by Mr. Stoever as of December 31, 2015 will become fully vested according to their terms upon a change in control, subject to the price condition for one of the awards described in footnote 7 (5) below. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

As described more fully above in the CD&A, none of the NEOs received a bonus under the 2015 Performance (6) Plan. Accordingly, no amounts are reported for "Pro-Rata Bonus" in this section for Mr. Stoever. As of December 31, 2015, Mr. Stoever held 250,000 unvested RSUs, 48,750 unvested shares of restricted stock, and no other unvested equity-based awards. The amount shown in this row under "Death or Disability" represents the accelerated vesting of all 250,000 RSUs and 48,750 shares of restricted stock, based on the closing price of our common stock on December 31, 2015 of \$5.73 per share. Of such 250,000 unvested RSUs, 100,000 RSUs provide that they will only vest upon a change in control to the extent the transaction price exceeds the various stock price (7) targets of the award which start at \$5.75. None of such 100,000 RSUs would have vested upon a hypothetical change in control at a transaction price of \$5.73. Accordingly, the amounts shown in this row under "Without Cause/For Good Reason After a Change in Control" and "Change in Control" represent the accelerated vesting of 150,000 RSUs and 48,750 shares of restricted stock, based on the closing price of our common stock on December 31, 2015 of \$5.73 per share. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

Michael C. Miller

The table below quantifies the assumed payments and benefits that Mr. Miller would have been entitled to upon his termination of employment for various reasons or a change in control of the Company, in each case, as of December 31, 2015, and the footnotes describe the contractual provisions that provide those rights to Mr. Miller.

Payments and Benefits	Termination		Change in Control(5)
	Without Cause/Death or Disability(1)	Without Cause/For Good Reason(2)(3)	
Severance	\$ 425,000	\$ 1,275,000	\$ —
Pro-Rata Bonus ⁽⁶⁾	150,000	150,000	—
Continued Welfare Benefits (Medical, Dental and Life Insurance)	15,028	22,543	—
RSUs and Restricted Stock (Accelerated Vesting) ⁽⁷⁾	530,025	530,025	530,025

Table of Contents

Pursuant to Mr. Miller’s employment agreement, if his employment is terminated due to his death or disability, Mr. Miller is entitled to receive the following benefits and payments: (i) a pro-rata bonus; and (ii) continued (1) medical, dental and life insurance benefits for 12 months after termination for him and his eligible dependents. In addition, all unvested RSUs and restricted stock granted to Mr. Miller will fully vest upon such a termination under the terms of those awards.

Pursuant to Mr. Miller’s employment agreement, “cause” generally means any of the following acts by Mr. Miller that are not cured, if deemed capable of cure, within 20 days after receipt of notice: willful misconduct or gross negligence in the performance of his duties, a material failure to attempt in good faith to comply with any lawful and reasonable directive of the Board of Directors or the Chief Executive Officer of the Company or a material violation of Company policy; use of illegal drugs while performing his duties; failure to reasonably cooperate with any internal Company investigation or governmental authority having jurisdiction over the Company; a material breach of the employment agreement or any rules, regulations or policies or procedures of the Company; intentional commission of any fraud, embezzlement or misappropriation of Company property, moral turpitude or (2) breach of fiduciary duty that could possibly have a material adverse effect on the Company; or indictment for the commission of any criminal act. Pursuant to the employment agreement, “good reason” generally means any of the following events that are not cured within 30 days after receipt of notice: failure of the Company to continue Mr. Miller in his position under the employment agreement; a material diminution or interference with respect to his duties, responsibilities or authority or the assignment of duties or responsibilities that are materially and adversely inconsistent with his position; a relocation of the Company’s executive office to more than 35 miles away from New York City or a requirement that Mr. Miller relocate his personal residence; a reduction in compensation or equity awards, or a material reduction in other benefits; the Company’s material breach of the employment agreement; or the cessation of the Company’s stock to be publicly traded on an established securities market as a result of a change in control, unless Mr. Miller retains his title and position at the surviving publicly-traded entity. Pursuant to Mr. Miller’s employment agreement, if his employment is terminated by the Company without cause or by Mr. Miller for good reason, in either case not in connection with a change in control, Mr. Miller is entitled to receive the following payments and benefits (subject to his execution of a release): (i) severance payments equal to Mr. Miller’s then current annual base salary, paid in 12 equal monthly payments following such termination; (ii) a (3) pro-rata bonus; and (iii) continued medical, dental and life insurance benefits for 12 months after termination for him and his eligible dependents. The Company’s obligation to provide the severance payments described in clause (i) of the preceding sentence will cease upon any breach by Mr. Miller of his 12-month non-competition or non-solicitation covenants, or upon any material breach of his confidentiality or non-disparagement covenants, that in each case is not cured within 30 days after notice of such breach.

The “Without Cause/For Good Reason After a Change in Control” column shows all payments and benefits that would be triggered by both a change in control and a termination of employment following the change in control. Pursuant to Mr. Miller’s employment agreement, if his employment is terminated by the Company without cause or by Mr. Miller for good reason, in either case within 12 months after a change in control, Mr. Miller is entitled to receive the following payments and benefits (subject to his execution of a release): (i) a lump sum severance payment equal to 1.5 times the sum of (a) Mr. Miller’s base salary at the time of such termination and (b) the greater (4) of (X) Mr. Miller’s target bonus for the year of termination or (Y) the bonus paid or payable to Mr. Miller for the fiscal year ending immediately prior to the year in which such termination occurs; (ii) a pro-rata bonus; (iii) continued medical, dental and life insurance benefits for 18 months after termination for him and his eligible dependents; and (iv) full vesting of all RSUs and other equity-based awards granted to Mr. Miller by the Company. The outstanding equity awards held by Mr. Miller as of December 31, 2015 will become fully vested according to their terms upon a change in control. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

The outstanding equity awards held by Mr. Miller as of December 31, 2015 will become fully vested according to (5) their terms upon a change in control. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

(6) The “Pro-Rata Bonus” row for Mr. Miller reflects the discretionary bonus of \$150,000 paid to Mr. Miller.

As of December 31, 2015, Mr. Miller held 43,750 unvested RSUs, 48,750 unvested shares of restricted stock, and no other unvested equity-based awards. The amounts shown in this row represent the accelerated vesting of all (7) such RSUs and restricted stock, based on the closing price of our common stock on December 31, 2015 of \$5.73 per share. Beginning in March 2016, all new equity awards will have double trigger change in control acceleration rather than single trigger acceleration.

James M. Langrock

Mr. Langrock's employment terminated on October 29, 2015. Upon Mr. Langrock's termination of employment, Mr. Langrock did not receive any severance payments or acceleration of unvested equity awards. Mr. Langrock did receive payment for accrued but unused paid time off in the amount of \$46,010.

Table of Contents

Michael B. McGuinness

Mr. McGuinness' employment terminated on February 19, 2016. Upon Mr. McGuinness' termination of employment, Mr. McGuinness did not receive any severance payments or acceleration of unvested equity awards. Mr. McGuinness did receive payment for accrued but unused paid time off in the amount of \$10,081.

Lise Poulos

Ms. Poulos retired from the Company effective May 1, 2015. In connection with her retirement, the Company agreed to make the following payments and provide the following benefits to Ms. Poulos in addition to payment for accrued but unused paid time off in the amount of \$21,840: total severance payments of \$750,000 payable in forty bi-weekly installments (subject to compliance with restrictive covenants); an additional lump sum payment of \$396,563; continued medical and dental benefits for 18 months and continued life insurance for 12 months, valued at approximately \$17,836; and payment of relocation expenses of up to \$12,500.

Equity Compensation Plan Information

The following table sets forth information as of December 31, 2015 with respect to the Company's equity compensation plans.

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights)	
Equity compensation plans approved by security holders	4,053,335	(1) \$ 33.94	(2) 8,824,251	(3)
Equity compensation plans not approved by security holders	905,202	(4) —	—	
Total	4,958,537	\$ 33.94	(2) 8,824,251	(3)

(1) Includes 60,816 options to purchase shares of common stock and 3,992,519 RSUs.

(2) Weighted-average exercise price is for the 60,816 options referred to in footnote 1 above, and excludes the 3,992,519 RSUs as they do not have an exercise price.

(3)

Represents the number of shares remaining available for grant as of December 31, 2015 under the Monster Worldwide, Inc. Amended and Restated 2008 Equity Incentive Plan.

Represents performance-based bonus arrangements under employment and consulting agreements with two individuals and one entity that in each case are not executive officers of the Company. The bonuses may be (4) payable in installments of unregistered shares of the Company's common stock upon the attainment of business unit targets. The number of shares to be issued is subject to possible upward adjustment based upon the Company's stock price, subject to the Company's right to pay the bonuses in cash at below a specified stock price level.

37

Table of Contents

PROPOSAL NO. 1

ELECTION OF DIRECTORS

Directors serve one-year terms (or shorter if appointed by the Board of Directors between annual meetings) and are elected annually. Accordingly, the current term of office of all of the Company’s directors expires at the Annual Meeting. Seven directors are to be elected at the Annual Meeting.

Our bylaws provide that the number of directors on the Board of Directors shall be not less than three and no more than twelve, as is fixed from time to time by resolution of the Board of Directors. Our nominees for election to the Board of Directors are set forth below. All of the nominees are current directors. All of the nominees have been recommended by the Corporate Governance and Nominating Committee for election to the Board of Directors and all have consented to serve if elected. In the event any of these nominees shall be unable to serve as a director, the shares represented by the proxy will be voted for the person, if any, who is designated by the Board of Directors to replace the nominee. The Board of Directors has no reason to believe that any of the nominees will be unable to serve or that any vacancy on the Board of Directors will occur.

The Board of Directors recommends that you vote “FOR” the election to the Board of Directors of each of the following nominees:

Nominee Biography

Edmund P. Giambastiani, Jr. Admiral Giambastiani served as the seventh Vice Chairman of the Joint Chiefs of Staff, the second highest ranking military officer in the United States from 2005 to 2007. He also served as NATO’s first Supreme Allied Commander Transformation, Commander United States Joint Forces Command and as Senior Military Assistant to the United States Defense Secretary. Admiral Giambastiani is a career Navy nuclear submarine officer with extensive operational experience, including command at the submarine, squadron and fleet levels. He is President of the Giambastiani Group LLC. Admiral Giambastiani is also a director of the following public company: The Boeing Company; a director of the following private company: Innovative Defense Technologies; and a member of the Board of Trustees of 51 Oppenheimer Funds, designated as the New York Board Funds. He also served previously as the non-executive chairman of Alenia North America, Inc. from 2008 to 2009, as a director of SRA International, Inc. from 2008 to 2010 and as a director of QinetiQ Group plc from 2008 to 2011.

Mr. Yates has been the Company’s Chief Executive Officer since November 2014 and has been the Company’s Chief Financial Officer since February 2016. He also served as President from November 2014 to October 2015, as an Executive Vice President from June 2007 to June 2013 and as Chief Financial Officer from June 2007 to January 2011. Prior to joining the Company, Mr. Yates was a Senior Vice President of Motorola, Inc.’s Enterprise Mobility business responsible for Motorola’s integration of Symbol Technologies, Inc., from January 2007 to June 2007. Before that, from February 2006 to January 2007, he was Senior Vice President, Chief Financial Officer and a director of Symbol Technologies. From August 2005 to February 2006, Mr. Yates served as an independent consultant to Symbol Technologies. Prior to this, from October 2002 to November 2005, Mr. Yates served as a partner and Chief Financial Officer of Saguenay Capital, a boutique investment firm. Prior to that, he served as a founding partner of Cove Harbor Partners, a private investment and consulting firm, which he helped establish in 1996. From 1971 through 1995, Mr. Yates held a number of senior leadership roles at Bankers Trust New York Corporation, including serving as Chief Financial and Administrative Officer from 1990 through 1995. Mr. Yates is also a director of the following public company: CommScope Holding Company, Inc.

Table of Contents

Nominee Biography

John Gauling Director since June 2001 (and previously 1996 to 1999) Age 70

Since July 1996, Mr. Gauling has been a private investor and business consultant in the fields of strategy and organization. He was Chairman and Chief Executive Officer of National Insurance Group, a publicly traded financial information services company, from April 1996 through July 11, 1996, the date of such company's sale. For six years prior thereto, he was President and Chief Executive Officer of ADP Claims Solutions Group. From 1985 to 1990, Mr. Gauling was President and Chief Executive Officer of Pacific Bell Directory, the yellow pages publishing unit of Pacific Telesis Group. Mr. Gauling served as Co-Chairman of the Yellow Pages Publishers Association from 1987 to 1990. In addition, Mr. Gauling previously served as a director of Ortel Corporation, ANTS software inc. and Yellow Media, all public companies, and as the Non-Executive Chairman of both Novo Media, one of the first digital media advertising agencies, and Get Me In, a London-based secondary ticketing company which was sold to Ticketmaster. He currently serves as Chairman Emeritus of the Board of Trustees of Dominican University of California. Mr. Gauling is also a director of the following public company: Energous Corporation, where he serves as Chairman of the Board.

James P. McVeigh Director since April 2015 Age 52

Mr. McVeigh has been Founder and Chief Executive Officer of Cyndx Advisors LLC ("Cyndx") since December 2013. Prior to founding Cyndx, Mr. McVeigh had been a Managing Director in Bank of America Merrill Lynch's ("BofAML") Technology, Media & Telecom Corporate and Investment Banking Division since March 2003. Prior to joining BofAML, Mr. McVeigh spent five years with Credit Suisse/DLJ's Media & Telecom Investment Banking Group and four years at Salomon Brothers in their Large Cap Diversified and Technology Group. Prior to beginning his career in investment banking, Mr. McVeigh served in the United States Navy, rising to the rank of Lieutenant and was the recipient of two Navy Commendation Medals for service during the Operations Desert Storm and Desert Shield. Mr. McVeigh is also a director of the following private company: Mode Media Corporation.

Gillian Munson Director since December 2015 Age 45

Ms. Munson serves as Chief Financial Officer of XO Group Inc., a consumer internet and media company devoted to weddings, pregnancy and related areas through brands including The Knot and The Bump. Prior to joining XO Group, Ms. Munson served as Managing Director at Allen & Company LLC from 2007 to 2013. Ms. Munson also served as Vice President, Business Development at Symbol Technologies, Inc., from 2003 to 2007. Prior to joining Symbol Technologies, Ms. Munson was an Executive Director and Senior Equity Analyst at Morgan Stanley. Ms. Munson began her career as a Research Associate at Hambrecht & Quist.

Jeffrey F. Rayport Director since April 2010 Age 56

Since July 2014, Dr. Rayport has been a faculty member in the entrepreneurial management unit at Harvard Business School. From September 2009 until June 2014, he was an operating partner at Castanea Partners, a private equity firm focused on investments in marketing, retail, and information services. He is now senior advisor to the firm. From October 2003 to May 2009, he was executive chairman of Marketspace LLC, a digital strategy advisory and research business, and chairman of Monitor Executive Development, both units of Monitor Deloitte, and served as chief executive officer of Marketspace from September 1998 to October 2003. From September 1991 through September 1999, Dr. Rayport was a faculty member in the marketing and service management units at Harvard Business School. Dr. Rayport is also a director of the following private companies: Andrews McMeel Universal, Hanley Wood LLC, International Data Group, MediaMath, Mediabrix, and ShopRunner.

Table of Contents

Nominee	Biography
Roberto Tunioli Director since September 2008 Age 57	Since March 2011, Mr. Tunioli has been Chairman and CEO of Fervi Srl (formerly Veprug Srl), an Italian company engaged in the sale and marketing of machinery and tools. He was the Vice Chairman and Chief Executive Officer of Datalogic SpA, a publicly traded company based in Italy that produces bar code readers, data collection mobile computers and RFID technology systems from 2001 to April 2009. He was Datalogic's Chief Executive Officer from 1995 to 2001 prior to adding the title of Vice Chairman in 2001, and started at Datalogic in 1988. Prior to joining Datalogic, Mr. Tunioli worked in the financial services industry for leading banking and insurance companies. Mr. Tunioli is also a director of the following public company: Panariagroup Industrie Ceramiche SpA, an Italian manufacturer of ceramic tiles.

Table of Contents

PROPOSAL NO. 2

RATIFICATION OF APPOINTMENT OF INDEPENDENT
REGISTERED PUBLIC ACCOUNTING FIRM

The Audit Committee of the Board of Directors has appointed BDO USA, LLP as the independent registered public accounting firm to audit our consolidated financial statements for the year ending December 31, 2016. BDO USA, LLP has been the independent registered public accounting firm for the Company since November 15, 1992. During 2015, BDO USA, LLP served as our independent registered public accounting firm and also provided certain tax and other audit-related services. See “Audit Matters” on page 45. Notwithstanding its selection, the Audit Committee, in its discretion, may appoint another independent registered public accounting firm at any time during the year if the Audit Committee believes that such a change would be in the best interest of the Company and its stockholders. The submission of this matter for approval by stockholders is not legally required; however, the Board of Directors believes that seeking stockholder ratification of the selection of the independent registered public accounting firm is good corporate practice. If the appointment is not ratified by our stockholders, the Audit Committee will consider whether it should appoint another independent registered public accounting firm. A representative of BDO USA, LLP is expected to participate in the Annual Meeting and will have an opportunity to make a statement if he or she desires to do so, and will respond to appropriate questions from stockholders.

The Board of Directors recommends that you vote “FOR” Proposal No. 2, the ratification of the appointment of BDO USA, LLP as our independent registered public accounting firm.

Table of Contents

PROPOSAL NO. 3

ADVISORY VOTE TO APPROVE NAMED EXECUTIVE OFFICER COMPENSATION

Section 14A of the Exchange Act requires us to periodically seek a non-binding advisory vote from our stockholders to approve the compensation as disclosed in the CD&A in this Proxy Statement. At our annual meeting in 2011, we asked the Company's stockholders to indicate if we should hold an advisory vote to approve the compensation of the Company's NEOs every one, two or three years. Consistent with the recommendation of the Board of Directors, the Company's stockholders indicated their preference to hold an advisory vote to approve the compensation of the Company's NEOs annually. After consideration of the 2011 voting results and based upon its prior recommendation, the Board of Directors elected to provide the Company's stockholders the opportunity to vote at the 2016 annual meeting on a non-binding, advisory resolution to approve the compensation of our NEOs set forth in the CD&A, compensation tables and narrative discussion in this Proxy Statement. Accordingly, we ask our stockholders to approve the following resolution:

"RESOLVED, that the compensation paid to the Company's Named Executive Officers, as disclosed pursuant to Item 402 of Regulation S-K, including the "Compensation Discussion and Analysis," compensation tables and narrative discussion is hereby APPROVED."

Before voting, we encourage you to review the executive compensation disclosure contained in the CD&A, compensation tables and narrative discussion in this Proxy Statement, which we believe demonstrates the important role our executive compensation practices have played in keeping the Company well positioned to maximize stockholder value during these challenging economic times. As described in the CD&A, we seek to closely align the interests of our NEOs with the interests of our stockholders. Our executive compensation programs are designed to reward our NEOs for the achievement of both near-term and long-term strategic and operational goals, while simultaneously discouraging unnecessary or excessive risk-taking.

Please be advised that the vote on the resolution to approve the compensation of our NEOs set forth in the CD&A, compensation tables and narrative discussion in this Proxy Statement is not binding on the Company, our Board of Directors or the Compensation Committee. However, the Board of Directors and the Compensation Committee intend to consider the outcome of the vote when making future NEO compensation decisions.

The Board of Directors recommends that stockholders vote to approve the compensation of the Company's NEOs by voting "FOR" this resolution.

Table of Contents

STOCK OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information as of April 8, 2016 (except as otherwise stated in the footnotes to the table) regarding beneficial ownership of the Company's common stock by: (1) the named executive officers listed in the "Summary Compensation Table" on page 28; (2) each director of the Company; (3) all directors and executive officers of the Company as a group; and (4) each other person or entity known by the Company to own beneficially more than five percent of the Company's outstanding common stock. Percentage ownership is based on 88,818,441 shares of common stock outstanding as of April 8, 2016, the record date for the Annual Meeting. Except as otherwise stated in the footnotes to the table, this table identifies persons having sole voting and investment power with respect to the shares set forth opposite their names.

Name of Beneficial Owner	Common Stock Beneficially Owned	
	Shares	%
Named Executive Officers		
Timothy T. Yates ⁽¹⁾	690,648	*
Mark C. Stoeber ⁽²⁾	419,741	*
Michael C. Miller ⁽³⁾	123,338	*
James M. Langrock ⁽⁴⁾	375,902	*
Michael B. McGuinness ⁽⁴⁾	46,045	*
Lise Poulos ⁽⁴⁾	415,542	*
Non-Employee Directors		
John Gaulding ⁽⁵⁾	63,164	*
Edmund P. Giambastiani, Jr. ⁽⁶⁾	73,958	*
James P. McVeigh ⁽⁷⁾	19,200	*
Gillian Munson ⁽⁸⁾	17,500	*
Jeffrey F. Rayport ⁽⁹⁾	55,213	*
Roberto Tunioi ⁽¹⁰⁾	68,958	*
All directors and executive officers as a group (12 persons)	2,369,209	2.7
5% Stockholders		
BlackRock, Inc. ⁽¹¹⁾	9,019,998	10.2
The Vanguard Group ⁽¹²⁾	7,531,284	8.5
Dimensional Fund Advisors LP ⁽¹³⁾	7,506,975	8.5
FMR LLC ⁽¹⁴⁾	7,377,415	8.3
Putnam Investments, LLC ⁽¹⁵⁾	5,495,636	6.2

*Less than 1%.

The shares beneficially owned by Mr. Yates consist of (A) 594,014 shares of common stock held outright by Mr. Yates, (B) 91,003 shares of common stock held indirectly and (C) 5,631 unvested RSUs that are scheduled to (1) vest within 60 days of April 8, 2016. In accordance with SEC rules, this table excludes the following unvested equity awards held by Mr. Yates which do not provide voting power and are not scheduled to vest within 60 days of April 8, 2016: (X) 448,762 RSUs and (Y) a performance share award with a target of 374,732 shares.

(2)

Explanation of Responses:

The shares beneficially owned by Mr. Stoever consist of (A) 389,525 shares of common stock held outright by Mr. Stoever, (B) 30,000 shares of unvested restricted stock with respect to which Mr. Stoever possesses sole voting power and (C) 216 shares of common stock held in Mr. Stoever's 401(k) Plan account. In accordance with SEC rules, this table excludes the following unvested equity awards held by Mr. Stoever which do not provide voting power and are not scheduled to vest within 60 days of April 8, 2016: (X) 225,000 RSUs and (Y) a performance share award with a target of 321,199 shares.

(3) The shares beneficially owned by Mr. Miller consist of (A) 93,272 shares of common stock held outright by Mr. Miller, (B) 30,000 shares of unvested restricted stock with respect to which Mr. Miller possesses sole voting power and (C) 66 shares of common stock held in Mr. Miller's 401(k) Plan account. In accordance with SEC rules, this table excludes the following unvested equity awards held by Mr. Miller which do not provide voting power and are not scheduled to vest within 60 days of April 8, 2016: (X) 43,750 RSUs and (Y) a performance share award with a target of 107,066 shares.

(4) The share figures for Messrs. Langrock and McGuinness and Ms. Poulos are based on the number of shares of common stock held beneficially by such individuals as of the date their employment with the Company terminated and they ceased being reporting persons under Section 16(a) of the Exchange Act. All such shares of common stock were held outright, with the exception of 5,520 shares of common stock held by Mr. McGuinness in his 401(k) Plan account.

Table of Contents

The shares beneficially owned by Mr. Gaulding consist of (A) 42,249 shares of common stock held outright by Mr. Gaulding, (B) 15,284 shares of unvested restricted stock with respect to which Mr. Gaulding possesses sole (5) voting power and (C) 5,631 unvested RSUs that are scheduled to vest within 60 days of April 8, 2016. In accordance with SEC rules, this table (B) excludes 31,358 unvested RSUs held by Mr. Gaulding that do not provide voting power and are not scheduled to vest within 60 days of April 8, 2016.

The shares beneficially owned by Admiral Giambastiani consist of (A) 53,043 shares of common stock held outright by Admiral Giambastiani, (B) 15,284 shares of unvested restricted stock with respect to which Admiral (6) Giambastiani possesses sole voting power and (C) 5,631 unvested RSUs that are scheduled to vest within 60 days of April 8, 2016. In accordance with SEC rules, this table excludes 31,358 unvested RSUs held by Admiral Giambastiani that do not provide voting power and are not scheduled to vest within 60 days of April 8, 2016.

(7) All 19,200 shares are held outright by Mr. McVeigh.

All 17,500 shares are held outright by Ms. Munson. In accordance with SEC rules, this table excludes 12,500 (8) unvested RSUs held by Ms. Munson that do not provide voting power and are not scheduled to vest within 60 days of April 8, 2016.

The shares beneficially owned by Dr. Rayport consist of (A) 34,298 shares of common stock held outright by Dr. Rayport, (B) 15,284 shares of unvested restricted stock with respect to which Dr. Rayport possesses sole voting (9) power and (C) 5,631 unvested RSUs that are scheduled to vest within 60 days of April 8, 2016. In accordance with SEC rules, this table excludes 31,358 unvested RSUs held by Dr. Rayport that do not provide voting power and are not scheduled to vest within 60 days of April 8, 2016.

The shares beneficially owned by Mr. Tunioli consist of (A) 48,043 shares of common stock held outright by Mr. Tunioli, (B) 15,284 shares of unvested restricted stock with respect to which Mr. Tunioli possesses sole (10) voting power and (C) 5,631 unvested RSUs that are scheduled to vest within 60 days of April 8, 2016. In accordance with SEC rules, this table excludes 31,358 unvested RSUs held by Mr. Tunioli that do not provide voting power and are not scheduled to vest within 60 days of April 8, 2016.

BlackRock, Inc. may be deemed to beneficially own 9,019,998 shares of our common stock. BlackRock, Inc. has sole voting power with respect to 8,704,718 shares, sole dispositive power with respect to all 9,019,998 shares (11) and does not have any shared voting power or shared dispositive power with respect to any of the shares. The address for BlackRock, Inc. is 55 East 52nd Street, New York, NY 10055. Information with respect to BlackRock, Inc. was derived from its Schedule 13G/A as filed with the SEC on March 10, 2016.

The Vanguard Group may be deemed to beneficially own 7,531,284 shares of our common stock. The Vanguard Group has sole voting power with respect to 114,186 shares, sole dispositive power with respect to 7,422,498 (12) shares, shared dispositive power with respect to 108,786 shares and does not have any shared voting power with respect to any of the shares. The address for The Vanguard Group is 100 Vanguard Blvd., Malvern, PA 19355. Information with respect to The Vanguard Group was derived from its Schedule 13G/A as filed with the SEC on February 10, 2016.

Dimensional Fund Advisors LP may be deemed to beneficially own 7,506,975 shares of our common stock. Dimensional Fund Advisors LP has sole voting power with respect to 7,213,931 shares, sole dispositive power with respect to all 7,506,975 shares and does not have any shared voting power or (13) shared dispositive power with respect to any of the shares. The address for Dimensional Fund Advisors LP is Building One, 6300 Bee Cave Road, Austin, Texas 78746. Information with respect to Dimensional Fund Advisors LP was derived from its Schedule 13G/A as filed with the SEC on February 9, 2016.

FMR LLC may be deemed to beneficially own 7,377,415 shares of our common stock. FMR LLC has sole voting power with respect to 5 shares, sole dispositive power with respect to all 7,377,415 shares and does not have any (14) shared voting power or shared dispositive power with respect to any of the shares. The address for FMR LLC is 245 Summer Street, Boston, Massachusetts 02210. Information with respect to FMR LLC was derived from its Schedule 13G as filed with the SEC on February 12, 2016.

(15) Putnam Investments, LLC may be deemed to beneficially own 5,495,636 shares of our common stock. Putnam Investments, LLC has sole voting power with respect to 411,706 shares, sole dispositive power with respect to all

5,495,636 shares and does not have any shared voting power or shared dispositive power with respect to any of the shares. The address for Putnam Investments, LLC is One Post Office Square, Boston, Massachusetts 02109. Information with respect to Putnam Investments, LLC was derived from its Schedule 13G as filed with the SEC on February 16, 2016.

Table of Contents

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Exchange Act requires the Company's executive officers and directors, and persons who beneficially own more than ten percent of the Company's common stock, to file initial reports of ownership and reports of changes in ownership with the SEC. Executive officers, directors and greater than ten percent beneficial owners are required by SEC regulations to furnish the Company with copies of all Section 16(a) forms they file. Based upon a review of the copies of such forms furnished to the Company and written representations from the Company's executive officers and directors, the Company believes that during fiscal 2015 all Section 16(a) filing requirements applicable to its executive officers, directors and greater than ten percent beneficial owners were complied with.

AUDIT MATTERS

The Company incurred professional fees from BDO USA, LLP, its independent registered public accounting firm, and BDO International affiliate firms for the following professional services:

Audit Fees. Fees in the amount of \$2.2 million and \$2.3 million in 2015 and 2014, respectively, related to the audits of the Company's annual financial statements and internal controls; the review of the interim financial statements included in the Company's quarterly reports on Form 10-Q; the review of documents filed with the SEC; and the services that an independent registered public accounting firm would customarily provide in connection with statutory requirements, regulatory filings, and similar engagements, such as consents and statutory audits that non-U.S. jurisdictions require.

Audit-Related Fees. Fees in the amount of \$52,500 and \$47,708 in 2015 and 2014, respectively, primarily related to the audit of the Company's employee benefit plan.

Tax Fees. Fees in the amount of \$8,199 and \$7,101 in 2015 and 2014, respectively, related to professional services rendered for tax compliance, tax advice and tax planning.

Other than as described above, the Company did not incur any fees from BDO USA, LLP or BDO International affiliate firms in 2015 or 2014.

The Company's Audit Committee has determined that the non-audit services provided by BDO USA, LLP in connection with the years ended December 31, 2015 and 2014 were compatible with the auditors' independence. Representatives of BDO USA, LLP are expected to participate in the Annual Meeting and will have the opportunity to make a statement if they desire to do so. The representatives of BDO USA, LLP will also be available to respond to appropriate questions from stockholders.

Pre-Approval Policies

The Audit Committee pre-approves all anticipated annual audit and non-audit services provided by our independent registered public accounting firm prior to the engagement of the independent registered public accounting firm with respect to such permissible services. With respect to audit services and permissible non-audit services not previously approved, the Audit Committee has authorized the Chairman of the Audit Committee to approve such audit services and permissible non-audit services, provided the Chairman informs the Audit Committee of such approval at its next regularly scheduled meeting. All "Audit Fees," "Audit-Related Fees" and "Tax Fees" set forth above were pre-approved by the Audit Committee in accordance with its pre-approval policy.

Table of Contents

REPORT OF THE AUDIT COMMITTEE

The following report of the Audit Committee does not constitute soliciting material and shall not be deemed filed or incorporated by reference into any other filing by Monster Worldwide, Inc. under the Securities Act of 1933 or the Securities Exchange Act of 1934.

The Board of Directors has the ultimate authority for effective corporate governance, including the role of oversight of the management of the Company. The Audit Committee of the Board of Directors of the Company serves as the representative of the Board of Directors for general oversight of the Company's financial accounting and reporting process, system of internal controls, audit process, and process for monitoring compliance with laws and regulations. Management is responsible for the preparation, presentation and integrity of the consolidated financial statements, accounting and financial reporting principles, internal control over financial reporting and disclosure controls and procedures designed to ensure compliance with accounting standards, applicable laws and regulations. The Company's independent registered public accounting firm is responsible for auditing the consolidated financial statements and expressing an opinion as to their conformity with accounting principles generally accepted in the United States. The independent registered public accounting firm is also responsible for expressing an opinion on the Company's internal control over financial reporting.

The Audit Committee's responsibility is to oversee and review these processes. The Audit Committee is not, however, professionally engaged in the practice of accounting or auditing and does not provide any expert or other special assurance as to such financial statements concerning compliance with laws, regulations, or generally accepted accounting principles in the United States of America or as to auditor independence. The Audit Committee relies, without independent verification, on the information provided to it and on the representations made by management and the Company's independent registered public accounting firm.

The Audit Committee has implemented procedures to ensure that during the course of each fiscal year it devotes the attention that it deems necessary or appropriate to each of the matters assigned to it under the Audit Committee's charter.

In overseeing the preparation of the Company's financial statements, the Audit Committee met with both management and the Company's independent registered public accounting firm to review and discuss all financial statements prior to their issuance and to discuss significant accounting issues. Management advised the Audit Committee that all financial statements were prepared in accordance with accounting principles generally accepted in the United States, and the Audit Committee discussed the statements with both management and the Company's independent registered public accounting firm. The Audit Committee's review included discussion with the independent registered public accounting firm of matters required to be discussed pursuant to Public Company Accounting Oversight Board (PCAOB) Auditing Standard No. 16 (Communications with Audit Committees).

With respect to the Company's independent registered public accounting firm, the Audit Committee, among other items, discussed with BDO USA, LLP, matters relating to BDO USA, LLP's independence. Additionally, the Audit Committee has received the written disclosures and the letter from BDO USA, LLP required by the Independence Standards of the PCAOB regarding BDO USA, LLP's communications with the Audit Committee concerning independence.

Finally, the Audit Committee continued to monitor the scope and adequacy of the Company's internal auditing program.

On the basis of these reviews and discussion, the Audit Committee recommended to the Board of Directors that the Board of Directors approve the inclusion of the Company's audited financial statements in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, for filing with the SEC.

Members of the Audit Committee

Roberto Tuniola, Chairman

John Gaulding

Jeffrey F. Rayport

Table of Contents

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Monster adheres to a strict policy against its directors, officers and employees entering into transactions that present actual or potential conflicts of interest. This policy is reflected in the Company's Code of Business Conduct and Ethics and the Corporate Governance Guidelines, each of which is available through the "Corporate Governance" section of our company website. Our company website is located at www.monster.com/about and the "Corporate Governance" section is located at www.monster.com/about/corporate-governance. The Corporate Governance Guidelines provide that if an actual or potential conflict of interest arises for a director, the director must promptly inform the Chairman of the Board of Directors. If a significant conflict exists and cannot be resolved, the director must resign from his or her position from the Board of Directors. Directors are required to recuse themselves from any discussion or decision affecting their personal, business or professional interests. In addition, the Company's legal department, together with outside legal counsel, is responsible for monitoring compliance with this policy. The Company's Audit Committee is responsible for reviewing any "related person transaction," as defined under SEC rules, which generally includes any transaction, arrangement or relationship involving more than \$120,000 in which the Company or any of its subsidiaries was, is or will be a participant and in which a "related person" has a material direct or indirect interest. "Related persons" mean directors and executive officers and their immediate family members, and stockholders owning five percent or more of the Company's outstanding stock.

Since January 1, 2015, we have not been a party to, and we have no plans to be a party to, any transactions considered to be related person transactions.

ANTI-HEDGING AND ANTI-PLEDGING POLICY

In April 2014, upon the recommendation of the Compensation Committee, the Board of Directors adopted an anti-hedging and anti-pledging policy which prohibits our directors and officers from (i) pledging Company securities, (ii) engaging in hedging or monetization transactions that allow the person to lock in the value of his or her security holdings, and (iii) purchasing securities on margin or holding securities in a margin account. Because these types of activities could result in a sale of securities at a time when the director or officer has material, inside information, or could create a situation in which a director or officer owns securities without the full risks and rewards of ownership, our Board of Directors believes it prudent to prohibit our directors and officers from entering into these types of transactions.

OTHER BUSINESS

The Board of Directors knows of no other business to be acted upon at the Annual Meeting. However, if any other business properly comes before the Annual Meeting, it is the intention of the persons named in the enclosed proxy to vote on such matters in accordance with their best judgment.

STOCKHOLDER PROPOSALS

Under the SEC proxy rules, if a stockholder wants the Company to include a proposal in the proxy statement for our 2017 annual meeting of stockholders, the proposal must be received by the Company at 133 Boston Post Road, Building 15, Weston, Massachusetts 02493, Attention: Secretary, no later than December 29, 2016.

In addition, the Company's bylaws require that any stockholder wishing to make a nomination for director, or wishing to introduce any business, at our 2017 annual meeting of stockholders must give the Company advance notice in accordance with the Company's bylaws. To be timely, the Company must receive such notice for its 2017 annual meeting of stockholders at its offices mentioned above no earlier than February 12, 2017 and no later than March 14, 2017. Nominations for director must be accompanied by written consent to serving as a director if elected. These requirements are separate from and in addition to the SEC requirements that a stockholder must meet in order to have a stockholder proposal included in our proxy statement.

Table of Contents

COMMUNICATIONS TO THE BOARD OF DIRECTORS

The Board of Directors maintains a process for stockholders and other interested parties to communicate with the Board of Directors, the Chairman of the Board, all non-management directors as a group, or individual directors as follows. Stockholders and other interested parties who wish to communicate with the Board of Directors, the Chairman of the Board, all non-management directors as a group, or an individual director should direct written correspondence to the Company's Secretary at its principal office at 133 Boston Post Road, Building 15, Weston, Massachusetts 02493. With respect to any stockholder, any communication must contain (1) a representation that the stockholder is a holder of record of stock of the Company, (2) the name and address, as they appear on the Company's books, of the stockholder sending such communication and (3) the number of shares of the Company that are beneficially owned by such stockholder. The Secretary will forward such communications to the Board of Directors, the Chairman of the Board, all non-management directors as a group, or the specified individual director to whom the communication is directed unless such communication is unduly hostile, threatening, illegal or similarly inappropriate, in which case the Secretary has the authority to discard the communication or take appropriate legal action regarding such communication.

A COPY OF THE COMPANY'S ANNUAL REPORT ON FORM 10-K WILL BE SENT WITHOUT CHARGE TO ANY STOCKHOLDER REQUESTING IT IN WRITING FROM: MONSTER WORLDWIDE, INC., ATTENTION: SECRETARY, 133 BOSTON POST ROAD, BUILDING 15, WESTON, MASSACHUSETTS 02493.

Table of Contents

MONSTER
WORLDWIDE, INC.
C/O BROADRIDGE
P.O. BOX 1342
BRENTWOOD, NY 11717

Three Alternate Ways to Vote
VOTE BY INTERNET/TELEPHONE/MAIL
24 Hours a Day – 7 Days a Week
VOTE BY INTERNET
Before The Meeting - Go to www.proxyvote.com
Use the Internet to vote up until 11:59 p.m. Eastern Time the day before the meeting date.
Have your proxy card in hand when you access the web site and follow the instructions.
During The Meeting - Go to www.virtualshareholdermeeting.com/MWW2016
You may attend the meeting via the Internet and vote during the meeting. Have the information that is printed in the box marked by the arrow available and follow the instructions.

VOTE BY TELEPHONE - 1-800-690-6903
Use any touch-tone telephone to transmit your voting instructions up until 11:59 p.m. Eastern Time the day before the meeting date. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL
Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

If you have submitted your vote by Internet or telephone there is no need for you to mail back your proxy card.

TO
VOTE,
MARK
BLOCKS
BELOW
IN
BLUE
OR
BLACK
INK
AS
FOLLOWS:

KEEP THIS PORTION FOR YOUR RECORDS
DETACH AND RETURN THIS PORTION ONLY
THIS PROXY CARD IS VALID ONLY WHEN
SIGNED AND DATED.

MONSTER WORLDWIDE, INC.

The Board of Directors recommends you vote FOR all of the nominees in Proposal 1, and FOR Proposals 2 and 3.

1. Election of Directors

Nominees:	For	Against	For	Against	Abstain
1a. Edmund P. Giambastiani, Jr.			
1b. Timothy T. Yates	2.		
1c. John Gaulding			
1d. James P. McVeigh	3.		
1e. Gillian Munson			
1f. Jeffrey F. Rayport	Note:		
1g. Roberto Tunioli			

Ratification of the appointment of BDO USA, LLP as Monster Worldwide, Inc.'s independent registered public accounting firm for the fiscal year ending December 31, 2016.

Advisory vote to approve named executive officer compensation.

This proxy will be voted as specified. If no specification is made it will be voted FOR all nominees in Proposal 1, and FOR Proposals 2 and 3. The proxies are authorized to vote in their discretion with respect to

other matters that may
come before the meeting.

(NOTE: Please sign exactly as your name(s) appear(s) hereon. All holders must sign. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. If a corporation, please sign in full corporate name by authorized officer. If a partnership, please sign in partnership name by authorized person.)

Signature [PLEASE SIGN WITHIN ~~THIS~~ BOX]

Signature (Joint Owners) Date

Table of Contents

Important Notice Regarding Internet Availability of Proxy Materials for the Annual Meeting:
The Notice and Proxy Statement and Annual Report are available at www.proxyvote.com.

MONSTER WORLDWIDE, INC.

PROXY SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned hereby appoints Timothy T. Yates and Mark C. Stoever, and each of them, with full power of substitution, as proxies to vote on behalf of the undersigned all shares that the undersigned may be entitled to vote at the Annual Meeting of Stockholders of Monster Worldwide, Inc. to be held on Tuesday, June 7, 2016, at 10:00 a.m., Eastern Time and at any adjournments or postponements thereof, with all powers the undersigned would possess if personally present, upon the matters set forth in the Notice of Annual Meeting of Stockholders and Proxy Statement, as directed on the reverse side hereof.

Any proxy heretofore given by the undersigned with respect to such shares is hereby revoked. Receipt of the Notice of Annual Meeting of Stockholders and Proxy Statement is hereby acknowledged.

(To be Completed, Signed and Dated on Reverse Side)