

UNITED STATES
SECURITIES & EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 19)*

Monster Beverage Corporation

(Name of Issuer)

Common Stock

(Title of Class of Securities)

611740101

(CUSIP Number)

Rodney C. Sacks
1 Monster Way
Corona, California 92879
(951) 739-6200

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

August 14, 2014

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Brandon Limited Partnership No. 1

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
WC (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Cayman Islands

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
1,881,856

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
1,881,856

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
1,881,856

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
1.1%

(14) Type of Reporting Person (See Instructions)
PN

2

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Brandon Limited Partnership No. 2

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Cayman Islands

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
9,815,648

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
9,815,648

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
9,815,648

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
5.9%

(14) Type of Reporting Person (See Instructions)
PN

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Rodney Cyril Sacks

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
United States of America

(7) Sole Voting Power
2,439,168

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
16,423,958

(9) Sole Dispositive Power
2,439,168

(10) Shared Dispositive Power
16,423,958

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
18,863,126

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
11.3%

(14) Type of Reporting Person (See Instructions)
IN

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilton Hiller Schlosberg

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) o

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
United Kingdom

(7) Sole Voting Power
2,492,596

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
16,423,958

(9) Sole Dispositive Power
2,492,596

(10) Shared Dispositive Power
16,423,958

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
18,916,554

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

(13) Percent of Class Represented by Amount in Row (11)
11.3%

(14) Type of Reporting Person (See Instructions)
IN

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) 0

(b) 0

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

(8) Shared Voting Power
4

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
4

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
4

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
PN

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

(8) Shared Voting Power
4

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
4

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
4

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings IV, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
184,924

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
184,924

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
184,924

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
PN

8

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings V, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
71,428

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
71,428

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
71,428

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
PN

9

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings VI, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(7) Sole Voting Power
0

(8) Shared Voting Power
257,900

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
257,900

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
257,900

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.2%

(14) Type of Reporting Person (See Instructions)
PN

10

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings VII, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(7) Sole Voting Power
0

(8) Shared Voting Power
40,072

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
40,072

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
40,072

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
PN

11

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings VIII, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of Shares Beneficially Owned by Each Reporting Person With

(8) Shared Voting Power
189,528

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
189,528

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
189,528

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings IX, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
401,148

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
401,148

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
401,148

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.2%

(14) Type of Reporting Person (See Instructions)
PN

13

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings X, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
83,306

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
83,306

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
83,306

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
PN

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings XI, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
168,414

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
168,414

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
168,414

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
PN

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings XII, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) o

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
170,356

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
170,356

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
170,356

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
PN

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
800,000

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
800,000

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
800,000

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.5%

(14) Type of Reporting Person (See Instructions)
PN

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings XIV, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
2,000,000

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
2,000,000

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
2,000,000

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
1.2%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Hilrod Holdings XV, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
718,740

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
718,740

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
718,740

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.4%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Rodney C. Sacks 2008 Grantor Retained Annuity Trust #2

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
California

(7) Sole Voting Power
30,068

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
0

(9) Sole Dispositive Power
30,068

(10) Shared Dispositive Power
0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
30,068

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
OO

20

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
Rodney C. Sacks 2009 Grantor Retained Annuity Trust #2

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
California

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(7) Sole Voting Power
77,121

(8) Shared Voting Power
0

(9) Sole Dispositive Power
77,121

(10) Shared Dispositive Power
0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
77,121

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
OO

21

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
RCS Direct 2010 Grantor Retained Annuity Trust

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
California

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(7) Sole Voting Power
35,162

(8) Shared Voting Power
0

(9) Sole Dispositive Power
35,162

(10) Shared Dispositive Power
0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
35,162

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
OO

22

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
RCS Direct 2010 Grantor Retained Annuity Trust #2

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
California

(7) Sole Voting Power
1,162

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
0

(9) Sole Dispositive Power
1,162

(10) Shared Dispositive Power
0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
1,162

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
OO

23

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)
RCS Direct 2011 Grantor Retained Annuity Trust

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
California

(7) Sole Voting Power
102,828

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
0

(9) Sole Dispositive Power
102,828

(10) Shared Dispositive Power
0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
102,828

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
OO

Introduction

This Amendment No. 19 ("Amendment No. 19") amends the statement on Schedule 13D dated November 21, 1990 (the "Original Statement"), as amended by Amendment No. 1 dated March 29, 1991 ("Amendment No. 1"), Amendment No. 2 dated June 11, 1993 ("Amendment No. 2"), Amendment No. 3 dated August 29, 1994 ("Amendment No. 3"), Amendment No. 4 dated November 22, 2004 ("Amendment No. 4"), Amendment No. 5 dated December 1, 2004 ("Amendment No. 5"), Amendment No. 6 dated December 29, 2005 ("Amendment No. 6"), Amendment No. 7 dated January 13, 2006 ("Amendment No. 7"), Amendment No. 8 dated February 2, 2006 ("Amendment No. 8"), Amendment No. 9 dated February 23, 2010 ("Amendment No. 9"), Amendment No. 10 dated November 23, 2010 ("Amendment No. 10"), Amendment No. 11 dated December 16, 2011 ("Amendment No. 11"), Amendment No. 12 dated April 24, 2012 ("Amendment No. 12"), Amendment No. 13 dated May 21, 2012 ("Amendment No. 13"), Amendment No. 14 dated December 17, 2012 ("Amendment No. 14"), Amendment No. 15 dated March 18, 2013 ("Amendment No. 15"), Amendment No. 16 dated July 29, 2013 ("Amendment No. 16"), Amendment No. 17 dated September 16, 2013 ("Amendment No. 17") and Amendment No. 18 dated December 17, 2013 ("Amendment No. 18") (the Original Statement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, Amendment No. 11, Amendment No. 12, Amendment No. 13, Amendment No. 14, Amendment No. 15, Amendment No. 16, Amendment No. 17, Amendment No. 18 and Amendment No. 19 are sometimes referred to herein collectively as this "statement on Schedule 13D"), relating to the common stock, par value \$0.005 per share ("Common Stock"), of Monster Beverage Corporation, a corporation organized under the laws of the state of Delaware (the "Company"). This Amendment No. 19 reflects transactions and developments through August 15, 2014, relating to such persons' respective holdings of the Company. The Reporting Persons may be deemed to constitute a "group" and, accordingly, jointly file this Amendment No. 19. A joint filing agreement by the Reporting Persons is filed as an exhibit hereto.

Any capitalized terms used in this Amendment No. 19 and not otherwise defined herein shall have the meanings ascribed to such terms in the Original Statement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6,

This Amendment No. 19 is being filed to reflect Mr. Sacks' and Mr. Schlosberg's entry into that certain letter agreement with The Coca-Cola Company, dated August 14, 2014 (the "Letter Agreement"), as more fully described in Item 4 to this Amendment No. 19.

Item 2. Identity and Background

Item 2(a) is hereby amended by deleting Item 2(a) in its entirety and inserting in lieu thereof the following:

(a) The reporting persons are Brandon Limited Partnership No. 1, a limited partnership organized under the laws of the Cayman Islands ("Brandon No. 1"), Brandon Limited Partnership No. 2, a limited partnership organized under the laws of the Cayman Islands ("Brandon No. 2"), Rodney Cyril Sacks, a natural person in his individual capacity ("Mr. Sacks"), Hilton Hiller Schlosberg, a natural person in his individual capacity ("Mr. Schlosberg"), HRS Holdings, L.P., a limited partnership organized under the laws of the state of Delaware ("HRS Holdings"), Hilrod Holdings, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod"), Hilrod Holdings IV, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod IV"), Hilrod Holdings V, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod V"), Hilrod Holdings VI, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod VI"), Hilrod Holdings VII, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod VII"), Hilrod Holdings VIII, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod VIII"), Hilrod Holdings IX, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod IX"), Hilrod Holdings X, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod X"), Hilrod Holdings XI, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod XI"), Hilrod Holdings XII, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod XII"), Hilrod

25

Holdings XIII, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod XIII"), Hilrod Holdings XIV, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod XIV"), Hilrod Holdings XV, L.P., a limited partnership organized under the laws of the state of Delaware ("Hilrod XV"), the Rodney C. Sacks 2008 Grantor Retained Annuity Trust #2, a grantor retained annuity trust organized under the laws of California ("RCS 2008"), the Rodney C. Sacks 2009 Grantor Retained Annuity Trust #2, a grantor retained annuity trust organized under the laws of California ("RCS 2009"), the RCS Direct 2010 Grantor Retained Annuity Trust, a grantor retained annuity trust organized under the laws of California ("RCS Direct"), the RCS Direct 2010 Grantor Retained Annuity Trust #2, a grantor retained annuity trust organized under the laws of California ("RCS Direct #2") and the RCS Direct 2011 Grantor Retained Annuity Trust, a grantor retained annuity trust organized under the laws of California ("RCS Direct 2011").

The general partners of each of Brandon No. 1, Brandon No. 2, HRS Holdings, Hilrod, Hilrod IV, Hilrod V, Hilrod VI, Hilrod VII, Hilrod VIII, Hilrod IX, Hilrod X, Hilrod XI, Hilrod XII, Hilrod XIII, Hilrod XIV and Hilrod XV are Mr. Sacks and Mr. Schlosberg.

Mr. Sacks is the sole trustee of RCS 2009, RCS Direct and RCS Direct #2. Mr. Schlosberg is the sole trustee of RCS Direct 2011 and the co-trustee of RCS 2008.

Item 2(b) is hereby amended and supplemented by adding the following:

The principal business address for each of Hilrod XIII, Hilrod XIV and Hilrod XV is 1 Monster Way, Corona, California 92879.

Item 2(c) is hereby amended and supplemented by adding the following:

The principal business of each of Hilrod XIII, Hilrod XIV and Hilrod XV is to invest in, acquire, hold, sell, dispose of and otherwise deal in shares of the Common Stock and other securities of the Company.

Item 2(d) is hereby amended by deleting Item 2(d) in its entirety and inserting in lieu thereof the following:

During the last five years, no Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Item 2(e) is hereby amended by deleting Item 2(e) in its entirety and inserting in lieu thereof the following:

During the last five years, no Reporting Person was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which any Reporting Person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented by adding the following:

On August 14, 2014, Mr. Sacks and Mr. Schlosberg entered into the Letter Agreement in connection with the Issuer's entry into definitive agreements for a long-term strategic partnership in the global energy drink category with The Coca-Cola Company (such agreements, the "Transaction Agreements"). Pursuant to the Letter Agreement, Mr. Sacks and Mr. Schlosberg each agreed, among other things, that he will not, at any time prior to the four-year anniversary of the Closing Date (as defined in the Transaction Agreements), (i) sell (or enter into an obligation regarding the future sale of) any interest in any shares of Common Stock beneficially held by him, or (ii) enter into any derivative or lending transaction that would have the same economic effect as a sale of such shares, in each case, if such action resulted in Mr. Sacks and Mr. Schlosberg collectively beneficially owning less than 750,000 shares of Common Stock (unless such action was in connection with a Change in Control transaction (as defined therein) or was determined by Mr. Sacks or Mr. Schlosberg, as applicable, after consultation with counsel, to be required to satisfy his fiduciary duties). A copy of the Letter Agreement is being filed as an exhibit hereto and the foregoing description of the Letter Agreement is qualified in its entirety by reference to the Letter Agreement.

26

None of the Reporting Persons has any present plans or proposals which relate to or would result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D except as otherwise discussed in this Item 4. The Reporting Persons may, from time to time, and reserve the right to, change their plans or intentions and to take any and all actions that they deem appropriate to maximize the value of their investment, including, among other things, from time to time, disposing of any securities of the Company owned by them or formulating other plans or proposals regarding the Company or its securities to the extent deemed advisable by the Reporting Persons in light of market conditions, subsequent developments affecting the Company, the general business and future prospects of the Company, tax considerations and other factors.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended by deleting Item 5 in its entirety and inserting in lieu thereof the following:

(a)-(b) See rows (7) through (10) of the cover pages to this Amendment No. 19 for the number of shares of Common Stock as to which each Reporting Person has sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition. See rows (11) and (13) of the cover pages to this Amendment No. 19 for the aggregate number and percentage of shares of Common Stock beneficially owned by each of the Reporting Persons. Percentages calculated in this Amendment No. 19 with respect to Brandon No. 1, Brandon No. 2, HRS Holdings, Hilrod, Hilrod IV, Hilrod V, Hilrod VI, Hilrod VII, Hilrod VIII, Hilrod IX, Hilrod X, Hilrod XI, Hilrod XII, Hilrod XIII, Hilrod XIV, Hilrod XV, RCS 2008, RCS 2009, RCS Direct, RCS Direct #2 and RCS Direct 2011 are based upon 167,181,573 shares of Common Stock outstanding as of August 11, 2014 (the "Aggregate Outstanding Shares"), as provided by the Company to the Reporting Persons. Percentages calculated in this Amendment No. 19 with respect to each of Mr. Sacks and Mr. Schlosberg are based upon 169,833,739 shares of Common Stock, which is the sum of the Aggregate Outstanding Shares plus the 2,652,166 shares of Common Stock issuable to each of Mr. Sacks and Mr. Schlosberg upon the exercise of options to purchase Common Stock held by him or Hilrod XV and the vesting of restricted stock units held by him.

As of August 15, 2014, the aggregate number and percentage of shares of Common Stock beneficially owned by the Reporting Persons is 21,355,722 shares, or 12.4% of the outstanding Common Stock. Percentages calculated in this Amendment No. 19 with respect to the Reporting Persons as a group are based upon 172,485,905 shares of Common Stock, which is the sum of the Aggregate Outstanding Shares plus the 5,304,332 aggregate shares of Common Stock issuable to the Reporting Persons upon the exercise of options to purchase Common Stock and the vesting of restricted stock units.

Each of the Reporting Persons disclaims beneficial ownership of the Common Stock held by the other Reporting Persons, except for (a) with respect to Mr. Sacks: (i) 32,477 shares of Common Stock beneficially held by him; (ii) 2,565,166 shares presently exercisable under the stock option agreements; (iii) 87,000 shares underlying restricted stock units held by him scheduled to vest of September 1, 2014; (iv) 1,849 shares beneficially held by Hilrod IV because Mr. Sacks is one of Hilrod IV's general partners; (v) 714 shares beneficially held by Hilrod V because Mr. Sacks is one of Hilrod V's general partners; (vi) 2,579 shares beneficially held by Hilrod VI because Mr. Sacks is one of Hilrod VI's general partners; (vii) 401 shares beneficially held by Hilrod VII because Mr. Sacks is one of Hilrod VII's general partners; (viii) 1,895 shares beneficially held by Hilrod VIII because Mr. Sacks is one of Hilrod VIII's general partners; (ix) 4,011 shares beneficially held by Hilrod IX because Mr. Sacks is one of Hilrod IX's general partners; (x) 833 shares beneficially held by Hilrod X because Mr. Sacks is one of Hilrod X's general partners; (xi) 1,684 shares beneficially held by Hilrod XI because Mr. Sacks is one of Hilrod XI's general partners; (xii) 1,704 shares beneficially held by Hilrod XII because Mr. Sacks is one of Hilrod XII's general partners; (xiii) 8,000 shares beneficially held by Hilrod XIII because Mr. Sacks is one of Hilrod XIII's general partners; and (xiv) 20,000 shares beneficially held by Hilrod XIV because Mr. Sacks is one of Hilrod XIV's general partners; and (b) with respect to Mr. Schlosberg: (i) 66,904 shares of Common Stock beneficially held by him; (ii) 2,565,166 shares presently exercisable under the stock option agreements; (iii) 87,000 shares underlying restricted stock units held by him scheduled to vest of September 1, 2014; (iv) 1,849 shares beneficially held by Hilrod IV because Mr. Schlosberg is one of Hilrod IV's general partners; (v) 714 shares beneficially held by Hilrod V because Mr. Schlosberg is one of Hilrod V's general partners; (vi) 2,579 shares beneficially held by Hilrod VI because Mr. Schlosberg is one of Hilrod VI's general partners; (vii) 401 shares beneficially held by Hilrod VII because Mr. Schlosberg is one of Hilrod VII's general partners; (viii) 1,895 shares beneficially held by Hilrod VIII because Mr. Schlosberg is one of Hilrod VIII's general partners; (ix) 4,011 shares beneficially held by Hilrod IX because Mr. Schlosberg is one of Hilrod IX's general partners; (x) 833 shares beneficially held by Hilrod X because Mr. Schlosberg is one of Hilrod X's general partners; (xi) 1,684 shares beneficially held by Hilrod XI because Mr. Schlosberg is one of Hilrod XI's general partners; (xii) 1,704 shares beneficially held by Hilrod XII because Mr. Schlosberg is one of Hilrod XII's general partners; (xiii) 8,000 shares beneficially held by Hilrod XIII because Mr. Schlosberg is one of Hilrod XIII's general partners; and (xiv) 20,000 shares beneficially held by Hilrod XIV because Mr. Schlosberg is one of Hilrod XIV's general partners.

27

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- (c) All transactions effected by the Reporting Persons in the Company's securities during the past sixty days are set forth in Schedule A hereto.
 - (d) No other person is known to have the right to receive, or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities.
 - (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented by adding the following:

See Item 4 above for a description of the Letter Agreement, which is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

1. Joint Filing Agreement, dated August 18, 2014.
2. Letter Agreement by and among Mr. Sacks, Mr. Schlosberg and The Coca-Cola Company, dated August 14, 2014.

28

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

August 18, 2014

BRANDON LIMITED PARTNERSHIP NO. 1

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: General Partner

BRANDON LIMITED PARTNERSHIP NO. 2

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: General Partner

HRS HOLDINGS, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings IV, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings V, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

29

Hilrod Holdings VI, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings VII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings VIII, L.P.

By: /s/ Hilton H. Schlosberg

Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings IX, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings X, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XI, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XIII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

30

Hilrod Holdings XIV, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XV, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

The Rodney C. Sacks 2008 Grantor Retained Annuity Trust #2

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: Co-Trustee

The Rodney C. Sacks 2009 Grantor Retained Annuity Trust #2

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: Trustee

The RCS Direct 2010 Grantor Retained Annuity Trust

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: Trustee

The RCS Direct 2010 Grantor Retained Annuity Trust #2

By: /s/ Rodney C. Sacks
 Name: Rodney C. Sacks
 Title: Trustee

The RCS Direct 2011 Grantor Retained Annuity Trust

By: /s/ Hilton H. Schlosberg
 Name: Hilton H. Schlosberg
 Title: Trustee

/s/ Rodney C. Sacks
 RODNEY C. SACKS

/s/ Hilton H. Schlosberg
 HILTON H. SCHLOSBERG

SCHEDULE A

The following are the transactions in the Company's securities during the past sixty days:

	<u>Date of Transaction</u>	<u>No. of Securities Acquired/(Disposed Of)</u>	<u>Average Price Per Security</u>	<u>Range of Prices Per Security</u>
Mr. Sacks	8/1/2014	(1,000,000)	\$ 0(1)	N/A
Mr. Schlosberg	8/1/2014	(1,000,000)	\$ 0(1)	N/A
Hilrod XIV	8/1/2014	2,000,000	\$ 0(1)	N/A
Mr. Sacks	8/5/2014	5,073	\$ 0(2)	N/A
RCS Direct #2	8/5/2014	(5,073)	\$ 0(2)	N/A

(1) Represents the assignment of shares of Common Stock by Mr. Sacks and Mr. Schlosberg to Hilrod XIV, a limited partnership of which he serves as a general partner.

(2) Represents the distribution of shares of Common Stock by RCS Direct #2 to Mr. Sacks as the proceeds of an in-kind annuity payment from an existing grantor retained annuity trust.

CUSIP No. 611740101

13D/A

EXHIBIT INDEX

1. Joint Filing Agreement, dated August 18, 2014.
2. Letter Agreement by and among Mr. Sacks, Mr. Schlosberg and The Coca-Cola Company, dated August 14, 2014.

JOINT FILING AGREEMENT

PURSUANT TO RULE 13d-1(k)

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein or therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Dated as of August 18, 2014

BRANDON LIMITED PARTNERSHIP NO. 1

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: General Partner

BRANDON LIMITED PARTNERSHIP NO. 2

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: General Partner

HRS HOLDINGS, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings, L.P.

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Title: General Partner

Hilrod Holdings V, L.P.

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Title: General Partner

Hilrod Holdings VI, L.P.

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Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings VII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings VIII, L.P.

By: /s/ Hilton H. Schlosberg

Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings IX, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings X, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XI, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XIII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

2

Hilrod Holdings XIV, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XV, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

The Rodney C. Sacks 2008 Grantor Retained Annuity Trust #2

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: Co-Trustee

The Rodney C. Sacks 2009 Grantor Retained Annuity Trust #2

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: Trustee

The RCS Direct 2010 Grantor Retained Annuity Trust

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: Trustee

The RCS Direct 2010 Grantor Retained Annuity Trust #2

By: /s/ Rodney C. Sacks

Name: Rodney C. Sacks

Title: Trustee

The RCS Direct 2011 Grantor Retained Annuity Trust

By: /s/ Hilton H. Schlosberg

Name: Hilton H. Schlosberg

Title: Trustee

/s/ Rodney C. Sacks

RODNEY C. SACKS

/s/ Hilton H. Schlosberg

HILTON H. SCHLOSBERG

The Coca-Cola Company
 One Coca-Cola Plaza
 Atlanta, Georgia 30313
 Facsimile: (404) 676-8621
 Attention: Chief Financial Officer

This letter agreement, dated as of August 14, 2014 ("Letter Agreement"), is by and among Hilton H. Schlosberg ("HS") and Rodney C. Sacks (collectively, the "Shareholders") and The Coca-Cola Company, a Delaware corporation ("Parent"). Capitalized terms used but not defined herein shall have their respective meanings set forth in the Transaction Agreement (the "Transaction Agreement"), dated as of the date hereof, by and among Parent, European Refreshments, a company formed under the laws of Ireland (the "Purchaser"), Monster Beverage Corporation, a Delaware corporation (the "Company"), New Laser Corporation, a Delaware corporation and wholly-owned subsidiary of the Company ("NewCo") and New Laser Merger Corp., a Delaware corporation.

The parties hereby agree as follows:

1. HS confirms that it is his current intention to remain as a senior executive or chairman of the board of the Company (or following the Closing, NewCo) for not less than four years after the Closing, assuming that the Closing occurs by the Outside Date.
 2. Each of the Shareholders hereby represents and warrants to Parent that, as of the date of this Letter Agreement, each Shareholder Beneficially Owns (as defined in the Transaction Agreement), directly or indirectly, the shares of Company Common Stock set forth in such Person's filings with the SEC prior to the date hereof.
 3. Each of the Shareholders covenants and agrees that he will not, at any time during the period from the date hereof until the four-year anniversary of the Closing Date, (i) sell, assign or otherwise transfer (or enter into an obligation regarding the future sale, assignment or other transfer of) any interest in any of the shares of Company Common Stock (or, following the Closing, shares of NewCo Common Stock) Beneficially Owned by such Shareholder or (ii) enter into any derivative transaction or any lending transaction, in either case, that would have the same economic effect as a sale of any such shares (the foregoing (i) and (ii) collectively, a "Transfer"), if such Transfer would result in the Shareholders collectively Beneficially Owning less than 750,000 shares of Company Common Stock (or, following the Closing, shares of NewCo Common Stock). The covenants herein will not be breached as a result of any Transfer effected in connection with a Change in Control transaction (limited for this purpose to a transaction referred to in clause (c)(i) of the definition therefor).
 4. This Letter Agreement shall become effective as of the date hereof. If the Transaction Agreement terminates for any reason, this Letter Agreement shall terminate automatically and shall be of no further force or effect.
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5. This Letter Agreement together with the Transaction Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such agreement and documents.
 6. No provision of this Letter Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by all parties or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought.
 7. This Letter Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns (including the estates of the Shareholders). Neither party may assign or delegate this Letter Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
 8. This Letter Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.
 9. If any term, provision, covenant or restriction of this Letter Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein will remain in full force and effect and will in no way be affected, impaired or invalidated.
 10. The parties agree that irreparable damage would occur in the event that any of the provisions of this Letter Agreement is not performed by any party in accordance with their specific terms or were otherwise breached by such party. The parties accordingly agree that, in addition to any other remedy to which the parties are entitled at law or in equity, each party is entitled to injunctive relief to prevent breaches of this Letter Agreement by the other party and otherwise to enforce specifically the provisions of this Letter Agreement against the other party.
 11. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Letter Agreement or any amendments hereto.
 12. All notices, requests, consents and other communications under this Letter Agreement to any party must be in writing and are deemed duly delivered when delivered in the manner set forth in Section 12.2 (Notices) of the Transaction Agreement and, if (i) to Parent, to the address set forth in Section 12.2 of the Transaction Agreement and (ii) to the Shareholders, to the following addresses or facsimile numbers (or to such other addresses or facsimile numbers the Shareholders may designate by notice to Parent):

If to the Shareholders, to each of:

Hilton H. Schlosberg

and

Rodney C. Sacks
383 Pinecrest Dr.
Laguna Beach, CA 92651

13. All questions concerning the construction, validity, enforcement and interpretation of this Letter Agreement will be governed by and construed and enforced in accordance with the internal procedural and substantive laws of the State of Delaware, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the construction, validity, enforcement and interpretation of this Letter Agreement (whether brought against a party to this Letter Agreement or its respective Affiliates, directors, officers, stockholders, employees or agents) will be solely and exclusively subject to the jurisdiction (a) in the United States District Court for the State of Delaware and (b) in a state court of the State of Delaware located in the County of Wilmington. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the foregoing courts for the adjudication of any dispute arising in connection with this Letter Agreement and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or that any court described above is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices as provided in Section 12 of this Letter Agreement and agrees that such service will constitute good and sufficient service of process and notice thereof. Nothing contained herein will be deemed to limit in any way any right to serve process in any other manner permitted by law.

14. IN ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LETTER AGREEMENT IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.

15. The parties agree that this Letter Agreement shall constitute, and be protected by the parties as "Confidential Information" for purposes of Section 8.2 of the Transaction Agreement and "Evaluation Material" in the Confidentiality Agreements.

3

16. This Letter Agreement may be executed in two or more counterparts, all of which when taken together will be considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS]

4

Very truly yours,

Hilton H. Schlosberg

/s/ Hilton H. Schlosberg

Rodney C. Sacks

/s/ Rodney C. Sacks

Accepted and agreed to as
of the date first above written:

The Coca-Cola Company

By: /s/ Cathy N. Waller

Name: Cathy N. Waller

Title: Executive Vice President and Chief Financial Officer
