

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT
(HARTFORD COURTHOUSE)

If you purchased NIVEA Good-bye Cellulite Products between January 1, 2007 and February 15, 2011 you could get a payment from a class action settlement.

(A federal court authorized this notice. It is not a solicitation from a lawyer.)

Your legal rights are affected whether or not you act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM POSTMARKED BY JULY 19, 2011	The only way to receive a payment and/or a rebate certificate.
EXCLUDE YOURSELF FROM THE CLASS BY APRIL 1, 2011	Receive no payment or rebate certificate. This is the only option that allows you to pursue claims alleged in the Litigation against Beiersdorf by filing your own lawsuit at your own expense.
COMMENT BY APRIL 1, 2011	Write to the Court about why you do, or do not, like the settlement. You must remain in the Settlement Class to comment in support of or in opposition to the settlement.
ATTEND A HEARING ON MAY 20, 2011	Ask to speak to the Court about the fairness of the settlement.
DO NOTHING	Receive no payment, and give up rights to sue.

- These rights and options, and the deadlines to exercise them, are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

1. Why should I read this notice?

This notice is to inform you that on January 19, 2011, the Court preliminarily approved a settlement of two putative class actions entitled *Laura Phillips, On Behalf of Herself and All Others Similarly Situated, v. Beiersdorf North America Inc. and Beiersdorf, Inc.* and *Patricia Wiener, On Behalf of Herself and All Others Similarly Situated, v. Beiersdorf North America Inc. and Beiersdorf, Inc.* (collectively, the “Litigation”), brought on behalf of the Settlement Class. This notice describes the settlement. Please read this notice carefully to determine whether you wish to participate in the settlement. Your rights and options—**and the deadlines to exercise them**—are explained in this notice. Your legal rights are affected regardless of whether you act or not.

2. What is the Lawsuit about?

From 2007 to present, Beiersdorf sold Good-bye Cellulite Products in California and Florida. These products include NIVEA Good-bye Cellulite Gel Cream, NIVEA Good-bye Cellulite Gel Patches, NIVEA Good-bye Cellulite 30-Day Body Beauty Program, and NIVEA Good-bye Cellulite Fast Acting Serum.

In November 2009 and February 2010, two putative class actions were filed in the United States District Court for the District of Connecticut contending that certain representations made in the advertising for and packaging of the Good-bye Cellulite Products were misleading. The lawsuits challenged Beiersdorf's claims that the Good-bye Cellulite Products decreased the appearance of cellulite and alleged various theories of recovery, including violation of the unfair and deceptive trade practices acts of Florida and California.

3. Why is there a settlement?

The Court has not decided in favor of either side in the case. Beiersdorf denies all allegations of wrongdoing or liability against it and contends that its conduct was lawful. Beiersdorf is settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. Plaintiffs and their attorneys assert that the settlement is in the best interests of the Settlement Class, because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

4. Who is included in the settlement?

The class covered by the settlement is defined as follows: **all Florida and California residents who purchased any of the Good-bye Cellulite Products from January 1, 2007 through February 15, 2011** (the "Settlement Class").

5. What does the settlement provide?

Beiersdorf will pay up to \$3.175 million (\$3,175,000) in cash and certificates for (i) valid claims submitted by Settlement Class members, (ii) notice to the Settlement Class, (iii) administrative costs of the settlement, (iv) Settlement Class Counsel's attorneys' fees and costs not to exceed \$793,750, and (v) incentive awards to the Plaintiffs not to exceed \$5,000 for each Plaintiff ("Settlement Fund").

a. Consideration for Class Members

If you are a member of the Settlement Class (defined in paragraph 4 above), and you remain a member of the Settlement Class, you can submit a claim to receive cash and/or certificates as follows:

1. **Settlement Class Members Who Submit A Claim With Adequate Proof Of Purchase (Cash).** Settlement Class members who submit a claim with Adequate Proof of Purchase (defined below) of a Good-bye Cellulite Product shall be entitled to receive a refund equal to eighty (80) percent of the actual retail purchase price of such product, up to a maximum of six (6) packages of Good-bye Cellulite Products purchased. "Adequate Proof of Purchase" shall mean cash register receipts or similar documentation that identifies the Good-bye Cellulite Product, its retail price, and date of purchase.

2. **Settlement Class members Who Submit Detailed Information Regarding Purchases (Cash).** Settlement Class members who submit a claim containing a declaration, signed under penalty of perjury, that identifies the (i) Good-bye Cellulite Product(s) purchased, (ii) approximate retail cost of each such purchase, and (iii) location(s) of the purchase(s), shall be entitled to receive a refund equal to sixty five (65) percent of the retail price of such products up to a maximum of four (4) packages of Good-bye Cellulite Products purchased.
3. **Settlement Class Members Who Submit Information Regarding Purchases (Certificates).** Settlement Class members who submit a claim affirming, under penalty of perjury, that they purchased a Good-bye Cellulite Product shall be entitled to one certificate for each Good-bye Cellulite Product purchased, up to three (3) packages of Good-bye Cellulite Products. The face value of each certificate will be \$1.50.

Settlement Class members can submit claims under all of the foregoing paragraphs 5.a.1, a.2, and a.3. Please note that, depending on the number and type of valid claims submitted, you could get more or less than the amounts set forth above.

- b. **Process.** To submit a claim, you must complete a claim form. You can get a claim form by writing to the Good-bye Cellulite Products Settlement Administrator at GBC Settlement, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 3, Media, PA 19063 or calling toll-free 1- (888) 544-0410. You can also request a form from the Settlement Administrator by going to www.gbcsettlement.com and clicking on "Download A Claim Form". Your claim for a cash refund and/or rebate certificate(s) must be postmarked by July 19, 2011.

c. **Charitable Donations.** If the amount of valid claims and notice and administrative costs total less than \$1.3 million (\$1,300,000), Beiersdorf shall donate cash or Beiersdorf products to charities agreed upon by the Parties and approved by the Court to make up the difference so that the total payments for valid claims, notice and administration costs, and charitable donations equal \$1.3 million (\$1,300,000).

6. Who represents the Settlement Class?

a. **Class Representatives.** For purposes of the settlement, the Court has appointed Laura Phillips and Patricia Wiener to serve as the class representatives.

b. **Settlement Class Counsel.** The Court has appointed James E. Miller and Jayne A. Goldstein of Shepherd Finkelman Miller & Shah, LLP as legal counsel for the Settlement Class. From the inception of the Litigation in late 2009 to the present, Settlement Class Counsel have not received any payment for their services in prosecuting the case or obtaining the settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the settlement, Settlement Class Counsel will also make a motion to the Court for an award of attorneys' fees and reimbursement of expenses, in a total amount not to exceed \$793,750. Beiersdorf has agreed not to oppose this attorneys' fee request. If the Court approves the attorneys' fee application, it will be paid out of the Settlement Fund by Beiersdorf. The Settlement Class members will not have to pay anything toward the fees or expenses of Settlement Class Counsel. Settlement Class Counsel will seek final approval of the settlement on behalf of all Settlement Class members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

7. How can I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, you must send a letter saying that you want to be excluded from the class in *Laura Phillips v. Beiersdorf North America, Inc. and Beiersdorf, Inc.* and *Patricia Wiener v. Beiersdorf North America, Inc. and Beiersdorf, Inc.* Your exclusion request must include your name, address, telephone number, signature, and a signed statement to the effect that: "I/We hereby request to be excluded from the proposed Settlement Class in the Good-bye Cellulite Products Litigation." Your exclusion request must be postmarked no later than **April 1, 2011** and sent to the following address:

GBC Settlement
c/o Strategic Claims Services
600 N. Jackson Street, Suite 3
Media, PA 19063.

If you elect to opt-out, you will (i) not be able to submit a claim to receive a cash refund or certificate, (ii) not be bound by any further orders or judgments in this case, and (iii) remain able to pursue claims alleged in the Litigation against Beiersdorf by filing your own lawsuit at your own expense. If you proceed on an individual basis, you may receive more, or less, of a benefit than you would otherwise receive under this settlement.

8. How can I tell the Court what I think about the settlement?

If you do not exclude yourself from the Settlement Class, you can comment in support of or in opposition to the settlement. Your objection or comment must be submitted in writing to all three (3) of the following addresses and must be postmarked by **April 1, 2011**:

Clerk of the Court

Clerk of the Court
United States District Court for
the District of Connecticut
(Hartford Courthouse)
Abraham Ribicoff Federal
Building
450 Main Street
Hartford, CT 06103

Settlement Class Counsel

James E. Miller
Shepherd Finkelman Miller
& Shah, LLP
65 Main Street
Chester, CT 06412

Beiersdorf's Counsel

Michael W. Davis
Sidley Austin LLP
One South Dearborn
Chicago, IL 60603

-or-

Jayne A. Goldstein
Shepherd Finkelman Miller
& Shah, LLP
1640 Town Center Circle,
Suite 216
Weston, FL 33326

The objection or comment must include the caption *Laura Phillips v. Beiersdorf North America, Inc. and Beiersdorf, Inc.*, No. 3:09-cv-1891, and *Patricia Wiener v. Beiersdorf North America, Inc. and Beiersdorf, Inc.*, No. 3:10-cv-159, and: (a) the Settlement Class member's full name and current address; (b) a signed declaration that he or she is a member of the Settlement Class that identifies the products purchased as well as the approximate date and location of the purchases; (c) the specific grounds for the objection; (d) all documents or writings that such Settlement Class member desires the Court to consider; and (e) a notice of intention to appear (if any). The Court will consider all comments from class members. If you

intend to appear at the fairness hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the fairness hearing.

If you do not submit a written comment on the proposed settlement or the application of Plaintiffs' counsel for incentive awards and attorneys' fees and expenses in accordance with the deadline and procedure set forth above, and you are not granted relief by the Court, you will waive your right to be heard at the fairness hearing.

9. What is the effect of final settlement approval?

If the Court grants final approval to the settlement, all members of the Settlement Class will release any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that arise out of or relate in any way to (a) the claims that were or could have been asserted in the Litigation regarding the Good-bye Cellulite Products, and (b) the Good-bye Cellulite Products, including, but not limited to, their efficacy or performance, as well as any advertising, labeling, marketing, claims, or representations of any type whatsoever regarding such products.

Whether you consider the settlement favorable or unfavorable, any and all members of the Settlement Class who do not exclude themselves from the Settlement Class will not be permitted to continue to assert released claims in any other litigation against Beiersdorf or other persons and entities covered by the release. Please refer to Paragraphs 8.C and 9 of the Settlement Agreement for a full description of the claims and persons that will be released upon final approval of the settlement. You can obtain a copy of the Settlement Agreement online at www.gbcsettlement.com, or by writing to the Good-bye Cellulite Products Settlement Administrator at GBC Settlement, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 3, Media, PA 19063. If you do not wish to be a Settlement Class member, you must exclude yourself from the Settlement Class (see Question No. 7, above).

If the settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if the settlement is not approved and litigation resumes, the Settlement Class will recover more than is provided for under the settlement, or will recover anything.

10. When and where will the Court hold a hearing on the fairness of the settlement?

A fairness hearing has been set for May 20, 2011, at 10:30 a.m., before Judge Christopher F. Droney in his courtroom at the United States District Court for the District of Connecticut (Hartford Courthouse), Abraham Ribicoff Federal Building, 450 Main Street, Hartford, CT 06103. At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed settlement, including the amount requested by Settlement Class Counsel for attorneys' fees and expenses and incentive awards for the Plaintiffs and class members who were deposed in this litigation. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court.

11. Do I have to come to the fairness hearing? May I speak at the hearing?

You do not need to attend the fairness hearing to remain a class member or submit a claim for a cash payment or certificate. You or your own lawyer may attend the hearing if you wish, at your own expense.

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning the proposed settlement or the application of Settlement Class counsel for

attorneys' fees and expenses. To do so, you must send in a letter saying that you intend to appear at the fairness hearing *Laura Phillips v. Beiersdorf North America, Inc. and Beiersdorf, Inc.*, No. 3:09-cv-1891, and *Patricia Wiener v. Beiersdorf North America, Inc. and Beiersdorf, Inc.*, No. 3:10-cv-159. The letter must state the position you intend to present at the hearing, the identity of all attorneys who will represent you, and include your name, address, telephone number, and signature. You must mail your notice to the Clerk of the Court, Settlement Class counsel, and Beiersdorf's counsel at the three addresses listed under Question No. 8 above and it must be postmarked **no later than April 1, 2011**.

12. How do I receive my share of the settlement?

If you do not exclude yourself from the Settlement Class, and would like to receive money or a certificate, you must submit a timely and valid claim form as set forth in Question No. 5 above. **Claim forms must be submitted or postmarked by July 19, 2011**. You can download a copy of the appropriate claim form online at www.gbcsettlement.com, or by writing to the Good-bye Cellulite Products Settlement Administrator at: GBC Settlement, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 3, Media, PA 19063.

13. What happens if I do nothing at all?

If you do nothing, you will receive no payment from the settlement. You will still be part of the Settlement Class, however, and, subject to the release described in Paragraphs 8 and 9 of the Settlement Agreement; this means you will not be permitted to continue to assert released claims in any other litigation against Beiersdorf or other persons and entities covered by the release. Please refer to Paragraphs 8 and 9 of the Settlement Agreement for a full description of the claims and persons that will be released upon final approval of the settlement.

14. Where do I get additional information?

This notice provides only a summary of the matters relating to the settlement. For more detailed information, you may wish to review the Settlement Agreement dated December 23, 2010. You can view the Settlement Agreement and get more information at www.gbcsettlement.com. You can also get more information by calling toll-free 1-(888) 544-0410. The Settlement Agreement and all other pleadings and papers filed in the Lawsuit are available for inspection and copying during regular business hours at the office of the Clerk of the United States District Court for the District of Connecticut (Hartford Courthouse), at the Abraham Ribicoff Federal Building, 450 Main Street, Hartford, CT 06103.

If you would like additional information, you can write to Settlement Class Counsel at the address listed in Question No. 8.

PLEASE DO NOT CONTACT THE COURT OR BEIERSDORF WITH QUESTIONS ABOUT THE SETTLEMENT