

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

In Re: BISPHEENOL-A (BPA) POLYCARBONATE)	MDL Docket No. 1967
PLASTIC PRODUCTS LIABILITY LITIGATION)	Master Case No. 4:08-1967-MD-W-ODS
)	
This DOCUMENT relates to:)	
<i>Broadway, et al. v. Avent America, Inc., et al.</i>)	
Case No. 08-00997 (W.D. Mo.))	
)	

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU PURCHASED FOR USE OR RECEIVED AS A GIFT CERTAIN AVENT OR PHILIPS AVENT BRAND PLASTIC BABY BOTTLES BETWEEN JANUARY 1, 2001 AND THE PRESENT OR CERTAIN AVENT BRAND SIPPY CUPS BETWEEN JANUARY 1, 2001 AND THE PRESENT (“CLASS PERIOD”), THIS NOTICE INFORMS YOU OF A PROPOSED CLASS-ACTION SETTLEMENT THAT COULD AFFECT YOUR LEGAL RIGHTS

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement¹ provides for relief to anyone who purchased or received as a gift one or more of certain Avent or Philips Avent branded baby bottles or Avent branded sippy cups that were made of polycarbonate plastic and that contained Bisphenol-A or BPA.
- You may qualify as a Settlement Class Member if you purchased or acquired (including by gift) certain Avent or Philips Avent branded baby bottles or certain Avent branded sippy cups that were made of polycarbonate plastic and contained BPA between January 1, 2001 and the present, including (but not limited to) the:
 - Airflex Natural Feeding Bottles (4 oz, 9 oz, or 11 oz)
 - Avent Natural Feeding Bottle or Feeding Bottle (4 oz, 9oz or 11 oz)
- You qualify as a settlement class member if you purchased or acquired (including by gift) one or more of the following Avent sippy cups that contained BPA:
 - Avent Magic Cup (7 oz and 9 oz)
- If you are a Settlement Class Member, your legal rights are affected whether you act or don’t act. Read this Notice carefully.

Your Legal Rights and Options as a Class Member In This Settlement Class:	
Submit a Claim Form by July 16, 2011.	The only way to receive a refund or voucher.
Opt Out By April 11, 2011.	Get no payment. This is the only option that allows you to ever be part of any future lawsuit against Philips about the legal claims in this case.
Object by April 11, 2011.	Write the Court if you don’t like the Settlement and tell the court why you think it should not be approved.
Go to the Hearing on May 2, 2011 at 1:00 p.m. and	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Get no payment. Give up your legal rights.

These rights and options are explained in this Notice.

¹ Capitalized terms used in this Notice of Class Action and Proposed Settlement are meant to refer to the terms in the Settlement Stipulation, which is available at www.philipsbpasettlement.com. Further, this Notice is intended simply to summarize the terms of the Settlement and is not intended to alter or modify the Settlement in any way. To the extent there are any inconsistencies, the Class Action Settlement Stipulation filed with the Court controls.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments or vouchers will be distributed if the Court approves the Settlement and after appeals are resolved. Please be Patient.

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Basic Information

1) What is the Purpose of this Notice?

This Notice applies to anyone that purchased for use or acquired (including by gift) an Avent or Philips Avent brand baby bottle or Avent brand sippy cup that contained BPA. The Court ordered the publication of this Notice to provide class members with notice that they may be eligible for benefits under a class action settlement relating to these baby products. You have a right to know about the proposed settlement in a class action lawsuit, and what your options are, before the Court decides whether to approve the Settlement. This package explains the lawsuit, the Settlement, your legal rights, who is eligible for them, and how to get them.

The Court in charge of the case is in the United States District Court for the Western District of Missouri, and the case is one of the cases addressed under the caption *In re Bisphenol-A ("BPA") Polycarbonate Plastic Products Liability Litigation*, Case No. 4:08-1967-MD-W-ODS (the "BPA MDL"). This case relates exclusively to Philips Electronics North America Corporation and its predecessor-in-interest Avent America, Inc. Plaintiffs in this case seek certification as a class action lawsuit. In a class action, one or more people sue on behalf of the people who have similar claims. All these people in this class collectively are known as "a Class" or "Settlement Class Members." One court resolves the issues for all Settlement Class members, except for those who request exclusion from the Settlement Class. The parents and other consumers who brought the lawsuit are the "Plaintiffs," and the companies they sued (Philips Electronics North America Corporation and Avent America, Inc.) are the "Defendants."

Here, Plaintiffs claim Defendants violated various laws by making, designing and selling baby bottles and sippy cups that contained the chemical BPA in polycarbonate plastic. Philips Electronics North America Corporation ("Philips") and its predecessors sold Avent and Philips Avent branded baby bottles and sippy cups that contained BPA. Philips and the other defendants deny that they did anything wrong and contend that they relied upon approval by the United States Food and Drug Administration (and other agencies) of the products at issue. Philips also contends that it in fact disclosed the presence of BPA in the products. Plaintiffs and Philips have reached a Settlement to resolve the case. The Court has preliminarily approved the Settlement, and, if it is finally approved, you may be entitled to a refund or vouchers for baby bottles or sippy cups you purchased or acquired. Additionally, there will be an agreement by Philips not to sell baby bottles or sippy cups containing BPA for a term of four years, subject to certain limited exceptions. Further, in recognition of the fact that Philips is the first defendant to enter into a settlement in the BPA MDL, the parties agreed to a most favored nation provision which, under circumstances where other defendants in the BPA MDL receive more favorable treatment in a settlement, could decrease the monetary amounts and injunctive relief under the Settlement. The lawsuit will be dismissed with prejudice, and Settlement Class Members who do not take steps to opt out of the Settlement will be bound by the Settlement and the dismissals and will no longer have the right to bring about these same claims.

2) Why Should I Read This Notice?

Because you may be a Settlement Class Member, your legal rights may be affected if the proposed Settlement is finally approved by the Court.

The purpose of this Class Notice is to inform you about (1) what this case is about; (2) the terms of the proposed Settlement; (3) how the Settlement may affect your rights; (4) your rights and options with respect to the lawsuit, including the right to object to the Settlement or exclude yourself from the Settlement Class if you choose not to participate; and (5) a hearing to be held by the Court to consider whether the Settlement should be approved.

This Notice, which has been approved by the Court, is only a summary of the proposed Settlement. You can find out more details by obtaining a copy of the Class Action Settlement Stipulation, dated as of December 31, 2010, at www.PhilipsBPASettlement.com, by requesting one from the Claims Administrator at the toll free number: 1-866-730-1621. Further, this Notice is intended simply to summarize the terms of the Settlement and is not intended to alter or modify the Settlement in any way. To the extent there are any inconsistencies, the Class Action Settlement Stipulation filed with the Court controls, and a copy of the same can be found at the website.

3) What is this Lawsuit About?

Defendant Philips sold certain Avent and Philips Avent brand baby bottles and sippy cups that contained BPA (“BPA Products”), a chemical that is used to make polycarbonate plastic. A listing of the product names for certain of the products sold with polycarbonate plastic is set forth in Exhibit A to the Settlement Stipulation. Note that, because polycarbonate products were included with other Avent and Philips Avent branded products, the list may not be complete and the Claims Administrator shall determine if claims made relate to BPA Products covered by the Settlement Stipulation.

Plaintiffs filed a number of lawsuits about these BPA Products in various courts around the country against Philips and other baby bottle or sippy cup manufacturers. These cases were consolidated into one lawsuit before the Court. The Court appointed the law firms of Whatley Drake & Kallas, LLC, and Walters Bender Strohbahn & Vaughan, PC as Co-Lead Counsel for the Plaintiffs. Plaintiffs made claims against Defendants for violation of state deceptive trade practice laws, breaches of implied and express warranty, misrepresentation and unjust enrichment relating to the failure of the Defendants to inform consumers of certain information relating to the BPA Products. Defendants moved to dismiss the case, and the Court denied the motions in part and granted them in part. Defendants also asked the Court to reconsider its ruling on its motions to dismiss, and the Court denied this request.

Plaintiffs moved for class certification against Philips and the other defendants for claims arising under the state deceptive trade practices statutes of multiple states, and breach of implied warranty and unjust enrichment claims. These class certification motions were pending before the Court when Plaintiffs and Philips entered into this proposed Settlement.

Co-Lead Counsel conducted an extensive investigation into the facts relating to this case; obtained information from Defendants and other companies, including by documents and testimony; and consulted with experts. Additionally, Co-Lead Counsel have carefully analyzed the facts and the law in this case. Taking into account the burdens and expense of the lawsuit, including the risks and uncertainties, and the substantial benefits provided under the Settlement, Co-Lead Counsel have concluded that the proposed Settlement is fair, reasonable, adequate and in the best interests of Plaintiffs and the Class.

Although Defendants deny any wrongdoing, and believe that Plaintiffs’ claims are without merit, Philips has also taken into account the uncertainty, risks, and delay inherent in this lawsuit. Philips has agreed to enter into the proposed Settlement to avoid further costs and burdens of litigation and to resolve all claims that were or could have been brought against Defendants relating to the BPA Products, except that the Release does not cover individual claims for personal injury.

Prior to reaching the proposed Settlement, the Parties engaged in lengthy arms-length negotiations. These negotiations included a significant mediation before the Hon. Nicholas Politan, a retired United States District Judge.

Who is in the Settlement Class?

4) How do I Know if I am Part of the Settlement Class?

If you fit this description, you are considered a “Settlement Class Member”:

All Persons who from January 1, 2001 to the present, purchased or acquired (including by gift) a new BPA Product made or distributed by Philips Electronics North America Corporation (for itself and as successor to Avent America, Inc.) in the United States. Excluded from the Settlement Class are: (1) any person that has already obtained any refund from any retailer in connection with the BPA Product(s) for which the Class Members seek relief in this case, (2) any Person who files a valid, timely Request for Exclusion; (3) any Person who purchased a BPA product but gave away such product as a gift; and (4) any Judges to whom this Action is assigned and any member of their immediate families.

BPA Product means those polycarbonate baby bottles and training/sippy cups products manufactured, sold, distributed or otherwise put into commerce in the United States by Philips Electronics North America Corporation (for itself and as successor to Avent America, Inc.) from the period January 1, 2001 through December 31, 2008 and which contained BPA, including those identified in Exhibit A attached to the settlement stipulation.

If you fall within this definition, you may be a member of the Settlement Class unless you exclude yourself by “opting out” as described in this Notice. Settlement Class Members who do not exclude themselves will be bound by the Settlement if it is approved by the Court and can never again bring a lawsuit based on any Released Claims or based upon the dismissal with prejudice to be entered by the Court. The dismissals with prejudice are independent of the releases and could bar certain claims. An individual claim for personal injury relating to the BPA Products is not a Released Claim. Persons who exclude themselves from the Settlement Class will neither benefit from, nor be bound by the terms of, the Settlement.

5) Which Baby Bottles and Sippy Cups are Included in the Proposed Settlement?

The Settlement includes baby bottles and sippy cups manufactured by Philips that contained BPA, including certain polycarbonate baby bottles and certain training/sippy cups products manufactured, sold, distributed or otherwise put into commerce in the United States by Philips from the period January 1, 2001 through December 31, 2008, including Airflex Natural Feeding Bottles (4 oz, 9 oz, or 11 oz), Avent Natural Feeding Bottle or Feeding Bottle (4 oz, 9oz or 11 oz), and Avent Magic Cup (7 oz. or 9 oz.)

Please see the attached Exhibit A to the Settlement Stipulation for a listing of certain of the trade names of the BPA Products that are covered by this Settlement.

The Settlement Benefits—What Do You Get?

6) What Can I Get From the Proposed Settlement?

The Settlement Class Members have been divided into six categories (Categories A-F), and each category is entitled to a different level of benefits from the proposed Settlement. The extent of the benefits to which you are entitled will depend on the following factors:

- Whether you still have the BPA Product(s) you purchased or acquired.
- Whether you still have a Proof of Purchase for the BPA Product(s) you purchased or acquired.
- Whether you purchased a BPA-Free Product to replace the BPA Product(s) you purchased or acquired (other than ordinary upgrades).
- Whether you stopped using the BPA Product(s) you purchased or acquired after learning about the presence of BPA.
- Whether you already obtained any refund from any retailer in connection with the BPA Product(s). Anyone that has already obtained any refund from a retailer in connection with the BPA Product(s) for which the Class Members seek relief here is excluded from the Settlement Class.
- The state where Plaintiff purchased or acquired the BPA Product. Persons that purchased or acquired the BPA Product in the States of Alabama, Mississippi, Ohio, Oregon, Texas, and Wyoming are limited to recovery pursuant to Categories C and F set forth below.

A. Settlement Class Categories A-C

If you are a Settlement Class Member who can provide certain proof of that you purchased or acquired one or more of the BPA Products, you fall into Category A, B or C described below. The following are the two acceptable methods for providing proof that you purchased or acquired a BPA Product:

- If you still possess the BPA-Product, return the BPA Product(s) itself; **or**
- If BPA Product(s) has been discarded or destroyed, provide a proof of purchase for the BPA Product(s) and attest that such BPA product has been discarded or destroyed.

If you cannot provide proof that you purchased or acquired one or more BPA Product through one of these two methods, you will fall into Category D, E or F set forth in Section 6. B. below.

If you can provide proof that you purchased or acquired one or more BPA Products through one of these two methods, but you purchased or acquired the BPA Product(s) in the states of Alabama, Mississippi, Ohio, Oregon, Texas, and Wyoming, you are excluded from recovery pursuant to Categories A and B and are limited to recovery pursuant to Category C set forth below.

Category A

If you can provide acceptable proof that you purchased or acquired one more BPA Product(s) through one of the two methods set forth above, you stopped using the BPA Product(s) upon learning about the about the presence of BPA **and** you purchased a BPA-Free replacement product, you fall into Category A and are entitled to either a full refund for 100% of the amount listed in Schedule A or a voucher for 125% of the Schedule A amount. The refund or voucher will be provided for each of the BPA Products for which you submit a proof of purchase. If you fall into Category A, you must take the following steps to obtain a refund or voucher:

- (a) Submit a timely Claim Form; **and**
- (b) (1) Submit all of the BPA Product(s) for which a claim is submitted; **or** (2) if the BPA Product(s) for which a claim is submitted has been discarded or destroyed, submit acceptable proof of purchase of such BPA Product(s) and attest that such BPA Product (a) have been discarded or destroyed; **and**
- (c) Attest or provide other proof that you purchased a BPA-Free product to replace the BPA Product(s) (that are not ordinary upgrades); **and**
- (d) Attest or provide other proof that the BPA Product(s) was no longer used because of the concern about the presence of BPA; **and**
- (e) Attest that you never obtained any refund from any retailer in connection with the BPA Product(s) for which you seek relief here.

Category B

If you can provide acceptable proof that you purchased or acquired one more BPA Product(s) through one of the two methods set forth above, you stopped using the BPA Product(s) upon learning about the about the presence of BPA, but you **did not** purchase a BPA-Free replacement product, you fall into Category B and are entitled to a voucher from Philips for 80% of the amount on Schedule A for each of the products for which you have submitted proof of purchase. If you fall into Category B, you must take the following steps to obtain a voucher:

- (a) Submit a timely Claim Form; **and**
- (b) (1) Submit all of the BPA Product(s) for which a claim is submitted; **or** (2) if the BPA Product(s) for which a claim is submitted has been discarded or destroyed, submit acceptable proof of purchase of such BPA Product(s) and attest that such BPA Product (a) have been discarded or destroyed; **and**
- (c) Attest or provide other proof that the BPA Product(s) was no longer used because of the concern about the presence of BPA; **and**
- (d) Attest that you never obtained any refund from any retailer in connection with the BPA Product(s) for which you seek relief here.

Category C

If you can provide acceptable proof that you purchased or acquired one more BPA Product(s) through one of the two methods set forth above, but you **did not** purchase a BPA-Free replacement product and **did not** stop using the BPA Product as a result of the concern about BPA, you fall into Category C and are entitled to a voucher from Philips for 60% of the amount on Schedule A, subject to the limitations identified below. If you fall into Category C, you must take the following steps to obtain a voucher:

- (a) Submit a timely Claim Form; **and**
- (b) (1) Submit all of the BPA Product(s) for which a claim is submitted; **or** (2) if the BPA Product(s) for which a claim is submitted has been discarded or destroyed, submit acceptable proof of purchase of such BPA Product(s) and attest that such BPA Product (a) have been discarded or destroyed; **and**
- (c) Attest that you never obtained any refund from any retailer in connection with the BPA Product(s) for which you seek relief here.

B. Settlement Class Categories D-F

If you are a Settlement Class Member but **cannot** provide acceptable proof that you purchased or acquired one or more of the BPA Products through the methods described above, you fall into Category D, E, or F described below. However, if you purchased or acquired the BPA Product(s) in the states of Alabama, Mississippi, Ohio, Oregon, Texas, and Wyoming, you are excluded from categories D and E, and are limited to recovery pursuant to Categories F set forth below.

Category D

If you **cannot** provide proof that you purchased or acquired one more BPA Product(s) through one of the two methods set forth above, but you stopped using the BPA Product(s) upon learning about the about the presence of BPA **and** you purchased a BPA-Free replacement product, you fall into Category D and are entitled a voucher for 50% of the Schedule A amount, subject to the limitations identified below. If you fall into Category D, you must take the following steps to obtain a voucher:

- (a) Submit a timely Claim Form; **and**
- (b) Submit an attestation which identifies (i) the BPA Product(s) purchased or acquired; and (ii) the approximate date of such purchase(s) or acquisition(s); and (iii) for Magic Cup claimants, attests that the Magic Cup was of a certain configuration; **and**
- (c) Attest or provide other proof that you purchased a BPA-Free product to replace the BPA Product(s) (that are not ordinary upgrades); **and**
- (d) Attest or provide other proof that the BPA Product(s) was no longer used because of the concern about the presence of BPA; **and**
- (e) Attest that you never obtained any refund from any retailer in connection with the BPA Product(s) for which you seek relief here.

Category E

If you **cannot** provide proof that you purchased or acquired one more BPA Product(s) through one of the two methods set forth above, you **did not** purchase a BPA-Free replacement product, but you stopped using the BPA Product(s) upon learning about the about the presence of BPA, you fall into Category E and are entitled a voucher for 40% of the Schedule A amount, subject to the limitations identified below. If you fall into Category E, you must take the following steps to obtain a voucher:

- (a) Submit a timely Claim Form; **and**
- (b) Submit an attestation which identifies (i) the BPA Product(s) purchased or acquired; and (ii) the approximate date of such purchase(s) or acquisition(s); and (iii) for Magic Cup claimants, attests that the Magic Cup was of a certain configuration; **and**
- (c) Attest or provide other proof that the BPA Product(s) was no longer used because of the concern about the presence of BPA; **and**
- (d) Attest that you never obtained any refund from any retailer in connection with the BPA Product(s) for which you seek relief here.

Category F

If you **cannot** provide proof that you purchased or acquired one more BPA Product(s) through one of the two methods set forth above, you **did not** purchase a BPA-Free replacement product, and you **did not** stop using the BPA Product(s) upon learning about the about the presence of BPA, you fall into Category F and are entitled a voucher for 40% of the Schedule A amount, subject to the limitations identified below. If you fall into Category F, you must take the following steps to obtain a voucher:

- (a) Submit a timely Claim Form; **and**
- (b) Submit an attestation which identifies (i) the BPA Product(s) purchased or acquired; and (ii) the approximate date of such purchase(s) or acquisition(s); and (iii) for Magic Cup claimants, attests that the Magic Cup was of a certain configuration; **and**
- (c) Attest that you never obtained any refund from any retailer in connection with the BPA Product(s) for which you seek relief here.

7) Are There Any Limits on the Recovery?

If you are a Settlement Class Member that purchased or acquired BPA Product(s) in the states of Alabama, Mississippi, Ohio, Oregon, Texas, and Wyoming, you are limited to recovery pursuant to Categories C and F.

If you are a Settlement Class Member in Category A or B, there is no capped limit on the number of vouchers that you can receive.

If you are a Settlement Class Member in Category C, D, E or F, you can receive up to three vouchers per household.

For Categories D, E and F, there is also an overall limit of \$3,000,000 in vouchers. If the cap is reached, there shall be a proration of the voucher amounts.

Visit the settlement website at www.PhilipsBPASettlement.com to read more about the nature of the relief to be provided to Settlement Class Members.

How You Get a Payment—Submitting a Claim Form

8) How Do I File a Claim and Get a Payment or Voucher?

To receive a voucher or payment for any of the BPA Product(s) manufactured by Philips you must obtain a Claim Form at www.PhilipsBPASettlement.com or by calling 1-866-730-1621 and, by July 16, 2011, follow all instructions and submit the requested paperwork about your Claim, so that your Claim can be approved. Please be careful to read and follow all the instructions on the Claim Form and submit all requested paperwork about your Claim, so that your Claim will be approved. Copies of the Claim Forms, together with instructions, are attached to this document as "Exhibit B." Additional copies are available for downloading at www.PhilipsBPASettlement.com, calling 1-866-730-1621, or by writing to the Claims Administrator at BPA Product Settlement, c/o Dahl, Inc., 410 Central Avenue N, P.O. Box 2061, Faribault, MN 55021. The Claim Form must be signed by you under penalty of perjury under the laws of the United States.

If you receive a Voucher as part of the proposed Settlement, it may be used to purchase any (i) Avent branded products, (2) Philips Norelco shaving and grooming products, (iii) Philips Sonicare oral care products, (iv) Philips accessories, and/or (v) Philips audio or video products. The Voucher shall be transferable and it must be used within one year after issuance. Lost or stolen Vouchers will not be replaced or reissued.

The Claims Administrator, who has been appointed by the Court, has the authority to accept or reject your Claim according to the terms and conditions set forth in the Class Action Settlement Stipulation. The Claims Administrator may contact you to validate and verify your claims. By filing a Claim, you are consenting to the Court's jurisdiction to resolve any disputes about your Claim.

Submit only BPA Product(s) which are part of this proposed Settlement. Products incorrectly identified by you as being part of this proposed Settlement and sent to the Claims Administrator will not be returned. If you send a Product to the Claims Administrator, it becomes the property of Philips. Philips is not obligated to keep any of the returned BPA Products, and may discard or destroy any BPA Products returned by Class Members once the proposed Settlement becomes effective. Upon entry of the Final Order and Judgment, Class Members will be deemed to have waived and released any claims relating to the disposal or destruction of BPA Products by Philips pursuant to the Court's orders or the proposed Settlement.

9) When Would I Get My Payment or Voucher?

The Court will hold a hearing on May 2, 2011 at 1:00 p.m. to decide whether to approve the proposed Settlement. If the Court approves the proposed Settlement after that, there may be appeals. It is always uncertain when any appeals will be resolved, and it may take more than a year. Everyone who sends in a Claim Form will be informed of the progress of the proposed Settlement. Please be patient.

10) Will Class Representatives and Class Counsel Receive Payments Under the Proposed Settlement?

Philips has agreed that certain Class Representatives shall, with the approval of the Court, be able to obtain compensation of up to \$1,000, in addition to the amounts specified above, for their role in obtaining the settlement described herein.

Further, Class Counsel is seeking an award of up to \$2,500,000 for its role in acting as counsel to the Settlement Class.

11) Tax Consequences of the Proposed Settlement

Filing a Claim under the Class Action Settlement Stipulation may have tax consequences for you, depending upon your individual circumstances. You should consult your personal tax advisor regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. No opinion concerning the tax consequences of the proposed Settlement to any Settlement Class Member is being given, or will be given, by Philips or any of Philips's Counsel, Co-Lead Counsel or Plaintiffs' Counsel. None of the Parties to the lawsuit, their lawyers, or the Court is providing any representation or guarantee as to the tax consequences of the proposed Settlement to any Class Member. Each Settlement Class Member is solely responsible for his/her tax reporting and other obligations respecting the proposed Settlement, if any.

12) What Am I Giving Up to Stay in the Class and Receive Benefits Under the Proposed Settlement?

If you meet the definition of "Settlement Class Member," you are part of the Class unless you file a Request for Exclusion. As part of the Settlement Class, you will be bound by the proposed Settlement and the Court orders and will be bound by the dismissals with prejudice entered in the various actions. You are a Settlement Class Member and bound by the proposed Settlement whether or not you file a Claim For or receive an Award.

Also, during the time that the Settlement is being considered, the Court has entered an order barring further litigation against Philips for any of the claims that will be Released Claims until the final hearing on the Settlement can be heard.

When and if the proposed Settlement is approved, all Settlement Class Members who do not file a "Request for Exclusion" and the "Releasing Parties" (as defined in the Class Action Settlement Stipulation) will be deemed to release Philips, and any other "Released Party" (as defined in the Class Action Settlement Stipulation) of any liability for "Released Claims" (as defined in the Class Action Settlement Stipulation) relating to the BPA Products, provided that nothing in these Releases shall be deemed a release of a claim for personal injuries arising out of the use of a BPA Product. The dismissals are independent of the releases provided in this Settlement. Settlement Class Members will also provide a "Covenant Not To Sue" (as defined in the Class Action Settlement Stipulation).

When and if the Court enters the final judgment and approves this proposed Settlement, Settlement Class Members will be deemed to have given up all their rights as to the Released Claims and will be barred from suing Philips or the other Released Parties or from violating the Covenant Not to Sue. Also, when the proposed Settlement becomes effective, each of the Released and Releasing Parties shall be deemed to mutually release one another, and their respective affiliates, employees, officers and directors, and representatives from all claims relating to this lawsuit, as described in more detail in the Class Action Settlement Stipulation. Separately and in addition, Philips shall obtain the benefits of dismissals of the cases against it with prejudice.

Settlement Class members and the Released Parties may still seek the assistance of the Court to enforce the Class Action Settlement Stipulation, and the Court will continue to oversee the lawsuit in order to interpret and enforce the Class Action Settlement Stipulation. Note, however, that any disputes under the Most Favored Nation provision shall be referred to binding arbitration before the Mediator.

If you are a Settlement Class Member, you may choose, at your own expense, to enter an appearance in this lawsuit personally or through a lawyer of your choice. If you do not enter an appearance before April 11, 2011, your interests will be represented by the Plaintiffs and Co-Lead Counsel listed below.

Excluding Yourself from the Proposed Settlement

If you are a Settlement Class Member, you will automatically be bound by the terms of the proposed Settlement, unless you take affirmative steps to get out of the Settlement Class. This is called “excluding yourself” or “opting out” of the Settlement Class.

13) How Do I Exclude Myself from the Proposed Settlement?

To exclude yourself or “opt out” from the Proposed Settlement, you must send a Request for Exclusion to the Claims Administrator post-marked by April 11, 2011 to BPA Product Settlement, c/o Dahl, Inc., 410 Central Avenue N, P.O. Box 2061, Faribault, MN 55021.

You must personally sign the Request for Exclusion and include: (1) your name; (2) your address and telephone number; and (3) a statement that you wish to be excluded from the Settlement Class and from participating in the proposed Settlement. Requests for Exclusion will be accepted only from the individual signing the Request. “Mass” or “class” opt-outs are not permitted.

if you “opt out” of the Class, you will not: (1) be legally bound by anything that happens in this lawsuit; (2) get any payment; (3) gain any rights under the proposed Settlement; or (4) be able to object to any aspect of the proposed Settlement.

14) If I Exclude Myself, Can I Get Money in the Proposed Settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any money or replacement parts. Also, you cannot object to the Settlement. But, you may sue Philips in the future about the BPA Products on your own. Note that, even if you do not exclude yourself and you remain a Class Member, the Release does not cover individual claims against Philips for the personal injuries. .

15) How Do I Tell the Court I Do Not Like the Settlement?

If you’re a Settlement Class Member, you can object to the proposed Settlement if you don’t like any part of it. You can give reasons why you think the Court shouldn’t approve it. The Court will consider your views so long as you follow the directions below.

To object, you must send a letter saying that you object to In re Bisphenol-A (“BPA”) Products Liability Litigation, and explain all of your objections and your reasons why you think the proposed Settlement should not be approved by the Court. You must also state whether you intend to appear personally at the Final Approval Hearing, or have your attorney make an appearance. Be sure to include your name, address, telephone number, and either a proof that you purchased the a BPA Product or attestation that you purchased a BPA Product. Mail the objection to these three places postmarked by no later than April 11, 2011:

COURT	CO-LEAD COUNSEL	PHILIPS’S COUNSEL
Clerk of the Court United State District Court Western District of Missouri 400 East 9th Street Kansas City, Missouri 64106	Edith Kallas Whatley Drake & Kallas LLC 1540 Broadway, 37th Floor New York, NY 10036	Michael H. Steinberg Brian R. England Sullivan & Cromwell LLP 1888 Century Park East, Suite 2100 Los Angeles, Ca 90067
Note: You may obtain information about the Court’s filing requirements at http://www.mow.uscourts.gov/	Tom Bender Walters Bender Bender Strohbahn & Vaughan, PC 2500 City Center Square 1100 Main Street PO Box 26188 Kansas City, MO 64196	

16) What’s the Difference Between Excluding Myself and Objecting to the Proposed Settlement?

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

The Court's Final Approval Hearing

The Court will hold a "Final Approval Hearing" to decide whether to approve the proposed Settlement. You may attend and ask to speak, but you don't have to.

17) When and Where is the Hearing?

The Court scheduled a hearing for final approval before Judge Ortrie D. Smith, on May 2, 2011, at 1:00 p.m., at the United States District Court for the Western District of Missouri—Western Division, 400 East 9th Street, Kansas City, Missouri 64106. The Court may reschedule the Final Approval Hearing without further notice.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable and adequate, and whether to enter final judgment in light of the proposed Settlement. The Court will consider how much to pay Co-Lead Counsel and whether to pay Class Representatives incentive awards of up to \$1,000, all of which will be paid by Philips. After the hearing, the Court will make the final decision on these issues. We do not know how long it will take for the Court to make the final decision.

18) May I Speak at the Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing to object to: (i) the proposed Settlement; (ii) dismissal of this lawsuit in light of the proposed Settlement; (iii) the Release of Settlement Class Members' claims against Defendants and the other Released Parties; (iv) the request of Co-Lead Counsel for attorneys' fees and expenses; or (v) the requests of the Settlement Class Representatives for incentive awards.

To speak at the hearing, you must send a letter called a "Notice of Intention to Appear in In re Bisphenol-A (BPA) Polycarbonate Plastic Products Liability Litigation." Be sure to include your name, address, telephone number, and either a Proof of Purchase of a BPA Product(s) or attestation that you purchased a BPA Product(s), and postmark the letter no later than April 11, 2011. You must send your letter to the Court, Co-Lead Counsel, and Philips's Counsel, at the addresses on page 11, in question 15.

Any Settlement Class Member who does not make his or her objections according to all these requirements waives their objections to the proposed Settlement, to payment of Co-Lead Counsel for attorneys' fees and expenses, and to payment of incentive awards to Settlement Class Representatives.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

19) What Happens if the Settlement is Approved?

When and if the Court approves the proposed Settlement after the Final Approval Hearing, it will enter a "Final Judgment" which, among other things, will:

- Order all the Parties to carry out the terms of the proposed Settlement;
- Dismiss the lawsuit against Philips with prejudice; and
- Put into effect the Releases and Covenant Not to Sue detailed above.

20) What if the Court Does Not Approve the Settlement?

If the Court does not approve the Proposed Settlement, you will not receive a payment as described in this Notice. However, even if the Court does not award Co-Lead Counsel attorneys' fees and expenses, or Plaintiffs' incentive awards, but nonetheless approves the proposed Settlement, the proposed Settlement will still go through.

If the proposed Settlement fails for any reason, no Settlement Class Member will be legally affected by the

proposed Settlement or anything else in this lawsuit, all the Parties in this lawsuit will be back where they were before the proposed Settlement was reached, and no Party may use or refer to the Class Action Settlement Stipulation to the disadvantage of the other Party.

The People Who Are Representing You

21) Do I Have a Lawyer in This Case?

The Court assigned the following attorneys to represent you and the other Settlement Class Members:

Edith Kallas
Whatley Drake & Kallas LLC
1540 Broadway, 37th Floor
New York, NY 10036

Tom Bender
Walters Bender Bender Strohhahn &
Vaughan, PC
2500 City Center Square
1100 Main Street
PO Box 26188
Kansas City, MO 64196

Together the lawyers are called “Co-Lead Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You are also represented by the “Plaintiffs,” whom the Court assigned to serve as “Class Representatives” for you and the other Class Members.

22) How Will My Representatives be Paid?

The Co-Lead Counsel will apply to the Court for their fees and expenses up to \$2.5 million, to which Philips does not object. This will not affect the amount of relief available to any Settlement Class Member. The amount of attorneys’ fees and expenses for Co-Lead Counsel was negotiated separately after the Parties reached agreement on all the other terms of the proposed Settlement. Philips agreed to pay up to \$1000 to each Class Representative as an “incentive award” if approved by the Court, which will not affect the amount of relief available to the Class.

Getting More Information

23) Are More Details About the Proposed Settlement Available?

This Notice is just a summary of the proposed Settlement and may not answer all your questions. More details are in the Class Action Settlement Stipulation and the documents that are “Exhibits” to the Class Action Settlement Stipulation, including a description of all the BPA Products, the Claim Form, and help in determining whether you are a Settlement Class Member.

24) How Do I Get More Information?

For more information, visit www.PhilipsBPASettlement.com or contact the Claims Administrator directly by calling 1-866-730-1621, or by writing to:

BPA Product Settlement
c/o Dahl, Inc.
410 Central Avenue N
P.O. Box 2061
Faribault, MN 55021

You may also read the papers about this lawsuit at the Office of the Clerk of the Court, United States District Court for the Western District of Missouri, 400 East 9th Street, Kansas City, Missouri 64106.

You may seek advice from your attorney at your own expense.

PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, PHILIPS’S COUNSEL, PHILIPS OR ANY OTHER DEFENDANTS FOR INFORMATION. ALL INQUIRIES SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR AT THE NUMBER OR ADDRESS ABOVE.