

If you purchased a NIVEA Good-Bye Cellulite or My Silhouette! Product, between January 1, 2007 and April 1, 2012 you could get a payment from a class action settlement.

(A state 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 BY MAY 31, 2012	The only way to receive a payment or a coupon.
EXCLUDE YOURSELF FROM THE CLASS BY MAY 16, 2012	Receive no payment or coupon. 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 MAY 16, 2012	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 JUNE 15, 2012	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 March 2, 2012, the Court preliminarily approved a settlement of a putative class action entitled *Amy Joseph, Individually, and On Behalf of Herself and All Others Similarly Situated v. Beiersdorf North America Inc. and Beiersdorf, Inc.* (the “Litigation”). 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?

At various times since January 2007, Beiersdorf has sold through retailers 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 (collectively, the “Good-Bye Cellulite Products”), as well as My Silhouette! Redefining Gel Cream (“My Silhouette!”). These products are collectively called the “Covered Products” in this notice. Plaintiffs say that certain representations made in the advertising for and packaging of the Covered Products were misleading. Defendants do not agree and believe that the representations made in the advertising and packaging for the Covered Products were truthful and accurate.

Plaintiffs filed this action in June 2011. Two other class actions were subsequently filed, *McCoy, et al. v. Beiersdorf, Inc., et al.*, No. 3:11-cv-1645 (D. Conn.) and *Terry, et al. v. Beiersdorf, Inc.*, No. 11-cv-5244 (N.D. Cal.). Those actions remain pending.

3. Why is there a settlement?

The Court has not decided in favor of either side in the case. Defendants deny all allegations of wrongdoing or liability against them and contend that their conduct was lawful and are agreeing to settle to avoid the expense, inconvenience, and inherent risk of litigation. 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 persons in the U.S. who purchased for personal use and not for resale or distribution (i) NIVEA Good-Bye Cellulite Gel-Cream, NIVEA Good-Bye Cellulite Patches, NIVEA Good-Bye Cellulite Fast Acting Serum, or the NIVEA Good-Bye Cellulite 30-Day Body Beauty Program or (ii) NIVEA My Silhouette! Redefining Gel Cream, between January 1, 2007 and April 1, 2012.**

5. What does the settlement provide?

Defendants have agreed to pay (i) all valid claims submitted by Settlement Class members, (ii) up to \$550,000 for notice and administrative costs, and (iii) Settlement Class Counsel’s attorney’s fees and costs not to exceed \$1,500,000. Plaintiffs will also each request \$4,000 for their service as representatives of the putative class, which will be paid out of any attorney’s fee award made to Settlement Class Counsel. Beiersdorf has also agreed to make certain changes on the packaging of the Covered Products.

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 coupons 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 or My Silhouette! shall be entitled to receive a refund equal to eighty-five (85) percent of the actual retail purchase price of such product, up to a maximum of six (6) packages of Good-Bye Cellulite Products or My Silhouette! purchased. “Adequate Proof of Purchase” shall mean cash register receipts or similar documentation that identifies the Good-Bye Cellulite Product or My Silhouette!, 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) or My Silhouette! purchased, (ii) approximate retail price of each such purchase, and (iii) location(s) of the purchase(s), shall be entitled to receive a refund equal to seventy (70) percent of the retail price of such products up to a maximum of four (4) packages of Good-Bye Cellulite Products or My Silhouette! purchased.
3. **Settlement Class Members Who Submit Information Regarding Purchases (Coupons).** Settlement Class members who submit a claim affirming, under penalty of perjury, that they purchased a Good-Bye Cellulite Product or My Silhouette! shall be entitled to one coupon for each Good-Bye Cellulite Product or My Silhouette! purchased, up to three (3) packages of Good-Bye Cellulite Products or My Silhouette!. The face value of each certificate will be \$2.00. The coupon will be good for the purchase of any Beiersdorf product for at least one year after the date that they are mailed by the Settlement Administrator to the claimant. The certificates shall be transferable, but shall have no cash value.

b. Process for submitting a claim.

1. To submit a claim, you must complete a claim form. You can get a claim form by writing to the Settlement Administrator at GBC MS Settlement Administrator, c/o Strategic Claims Services, 600 N Jackson Street – Suite 3, Media, PA 19063 or calling toll-free 1-866-274-4004. You can also request a form from the Settlement Administrator by going to www.gbcmssettlement.com and clicking on “Download a Claim Form”. Your claim for a cash refund and/or rebate certificate(s) must be postmarked by **May 31, 2012**.
2. Settlement Class members can submit claims under all of the foregoing paragraphs 5.a.1, a.2, and a.3. Members of the Settlement Class can submit claims under multiple tiers up to a total maximum recovery of \$100.

3. If you were a member of the settlement class in *Phillips v. Beiersdorf North America, Inc. and Beiersdorf, Inc.*, No. 3:09-cv-1891-CFD (D. Conn.) and *Wiener v. Beiersdorf North America, Inc. and Beiersdorf, Inc.*, No. 3:10-cv-159-CFD (D. Conn.) (“*Phillips/Wiener*”), or if you submitted a claim and received compensation under the *Phillips/Weiner* settlement, you cannot submit a claim for your Good-Bye Cellulite Product purchases made before February 15, 2011, but you may submit a claim for your My Silhouette! purchases.

6. Who represents the Settlement Class?

a. Class Representatives. For purposes of the settlement, the Court has appointed Amy Joseph and Gina Spadoni to serve as the class representatives.

b. Settlement Class Counsel. The Court has appointed Thomas A. Zimmerman, Jr., Zimmerman Law Offices, P.C. as legal counsel for the Settlement Class. From the inception of the Litigation in June 2011 to the present, Settlement Class Counsel has not received any payment for his services in prosecuting the case or obtaining the settlement, nor has he been reimbursed for any out-of-pocket expenses he has incurred. When he asks the Court to approve the settlement, he will also make a motion to the Court for an award of attorney’s fees and reimbursement of expenses, in a total amount not to exceed \$1,500,000. Beiersdorf has agreed not to oppose this attorney’s fee request. If the Court approves the attorney’s fee application, it will be paid by Beiersdorf. The Settlement Class members do 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 *Amy Joseph 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 and My Silhouette! Litigation.” Your exclusion request must be postmarked no later than **May 16, 2012** and sent to the following address: GBC MS Settlement Administrator, 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 coupon, (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 filed with the Clerk of the Court, and a copy mailed to Settlement Class Counsel and Beiersdorf's Counsel, by **May 16, 2012**. Their addresses are:

Clerk of the Court	Settlement Class Counsel	Beiersdorf's Counsel
Clerk of the Court Circuit Court of Cook County, Illinois Richard J. Daley Center Chicago, Illinois 60602	Thomas A. Zimmerman, Jr. Zimmerman Law Offices, P.C. 77 West Washington Street Suite 1220 Chicago, Illinois 60602	Michael W. Davis Sidley Austin LLP One South Dearborn Chicago, Illinois 60603

The objection or comment must include the caption "*Amy Joseph v. Beiersdorf North America, Inc. and Beiersdorf, Inc.*, No. 11 CH 20147," 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 and 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, writings or evidence 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 Settlement 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 attorney's 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 of 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 Covered Products, (b) the Covered 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, or (c) any product sold in the United States that makes a claim that it "visibly reduces the appearance of cellulite," and provided that it is labeled in accordance with Paragraph 6 of the Settlement Agreement. Members of the Settlement Class do not release claims or causes of action based on allegations that the use of a Covered Product caused bodily harm, including any damages caused by such bodily harm.

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 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 from the Clerk of the Court, online at www.gbcmssettlement.com, or by writing to the Settlement Administrator at GBC MS Settlement Administrator, 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 June 15, 2012, at 10:00 a.m., before Judge Franklin U. Valderrama in his courtroom at the Richard J. Daley Center, Chicago, Illinois 60602. 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 attorney's fees and expenses, and an incentive award for the Plaintiffs. 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 coupon. 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 attorney's fees and expenses and an incentive award to the Plaintiffs. To do so, you must send in a letter saying that you intend to appear at the fairness hearing concerning *Amy Joseph v. Beiersdorf North America, Inc. and Beiersdorf, Inc.*, No. 11 CH 20147. The letter must include (a) your full name and current address; (b) a signed declaration that affirms you are a member of the Settlement Class, and that identifies the products purchased, as well as the approximate date and location of the purchases; (c) the specific grounds for the objection or comment in support of the settlement; (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). You must file your papers with the Clerk of the Court and mail a copy to Settlement Class Counsel and Beiersdorf's counsel at the three addresses listed under Question No. 8 above and it must be post-marked **no later than May 16, 2012**.

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 coupon, you must submit a timely and valid claim form as set forth in Question No. 5 above.

Claim forms must be postmarked by May 31, 2012. You can download a copy of the appropriate claim form online at www.gbcsmssettlement.com, or by writing to the Settlement Administrator at: GBC MS Settlement Administrator, 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. You can view the Settlement Agreement and get more information at www.gbcsmssettlement.com. You can also get more information by calling toll-free 1-866-274-4004. The Settlement Agreement and all other pleadings and papers filed in the Litigation are available for inspection and copying during regular business hours at the office of the Clerk of the Circuit Court for Cook County, Illinois, at the Richard J. Daley Center, Chicago, Illinois 60602.

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