

If You Acquired a Gillette M3Power Razor Between May 1, 2004 and October 31, 2005,

You May Be Entitled To Benefits From a Proposed Class Action Settlement.

*The District Court has authorized this Notice. It is not a solicitation from a lawyer.
You are not being sued.*

For More Information On This Proposed Settlement Visit www.m3powersettlement.com	Para más información sobre este acuerdo propuesto, visite www.m3powersettlement.com/Espanol	Pour obtenir de plus amples renseignements sur le règlement proposé, veuillez visiter le site www.m3powersettlement.com/Francaise
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- There is a proposed settlement with The Gillette Company (“Defendant”) in a class action lawsuit, *In re M3Power Razor System Marketing & Sales Practices Litigation*, Civil Action No. 05-11177. The case is about Gillette’s advertising for the M3Power Razor.
- The lawsuit challenges the accuracy of Gillette’s advertisements for the M3Power Razor. Plaintiffs claim Gillette’s advertisements that the M3Power Razor “raises or stimulates hair up and away from the skin” were false and misleading and violated consumer-related laws in the USA and Canada. In mid-2005, Gillette deleted those representations from its ads. Gillette denies all the allegations but has agreed to the proposed settlement to resolve this class action.
- The proposed settlement offers benefits (including cash refunds, cash rebates, or a new Gillette manual men’s razor) to people in the United States or Canada who purchased or otherwise acquired for use and not resale an M3Power Razor in the United States between **May 1, 2004 and September 30, 2005**, or in Canada between **May 1, 2004 and October 31, 2005**, and who submit valid and timely claims. For a refund, you must send in your M3Power Razor, and you will receive a minimum of \$13 US or \$16.25 Canadian, depending on place of purchase, plus postage and handling. If you are claiming rebates, you must send in the UPC Code or a receipt for each purchase, and for each rebate you will receive \$5 US, up to a total of \$10 US (or the equivalent in Canadian dollars). If you are claiming a new Gillette manual men’s razor, you must certify that you meet the criteria for membership in the settlement class and are not claiming a refund or rebate.
- The Court will decide whether to order final approval of the proposed settlement with Gillette in this case on **March 25, 2011**.

A Summary of Your Rights and Choices:

*Your Legal Rights Are Affected Even If You Do Not Act.
Read This Notice Carefully.*

You May:	Explanation	Due Date:
Remain in the Settlement Class	YOU STAY IN THE LAWSUIT. If you wish to stay in the Settlement Class, you can seek to obtain the benefits offered by the settlement, but you will not be able to sue Gillette for the claims in this lawsuit and you will also be bound by the Court’s decisions concerning the proposed settlement. See Question 10.	<u>N/A</u>
Exclude Yourself	YOU GET OUT OF THE CLASS. You can write and ask to get out of the Settlement Class and keep your right to sue Gillette on your own about the claims in the lawsuit. See Questions 14-16.	<u>Postmarked by March 4, 2011</u>
Object to the Proposed Settlement	YOU OBJECT TO THE PROPOSED SETTLEMENT. If you do not exclude yourself, you can appear and speak in the lawsuit on your own or through your own lawyer at your own expense to object to the proposed settlement. See Question 19.	<u>Postmarked by March 4, 2011</u>

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BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the proposed settlement. If the proposed settlement is ultimately approved, refunds, rebates, replacement razors and/or Settlement Razors (*see* Questions 8-9) will be mailed to everyone who submitted a valid and timely claim. This notice explains the lawsuit, the proposed settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge Douglas P. Woodlock of the United States District Court for the District of Massachusetts in the United States is overseeing this consolidated class action. The case is known as *In re M3Power Razor System Marketing & Sales Practices Litigation*, Civil Action No. 05-11177 (Lead Case), MDL 1704. The people who sued are called the “Plaintiffs,” and the company they sued, Gillette, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit challenges Defendant’s advertising and marketing of the M3Power Razor. Plaintiffs claim that Defendant’s advertisements for the M3Power Razor were false and misleading.

Specifically, Plaintiffs allege that Defendant’s print advertisements and television commercials misleadingly claimed that the M3Power Razor “raises or stimulates hair up and away from skin.” This includes animations in Defendant’s television commercials that, according to Plaintiffs, misleadingly showed hair on the face to change angle or to be extended by an exaggerated amount.

Plaintiffs claim that had they known that these claims were inaccurate, they either would not have bought an M3Power Razor or would have paid less for an M3Power Razor than they actually did. As a result, Plaintiffs contend that Defendant violated consumer-related statutes in the United States and Canada. Plaintiffs also claim that Gillette made negligent and intentional misrepresentations, breached express and implied warranties, and was unjustly enriched. This lawsuit is not about the safety of the M3Power Razor.

Defendant denies all of Plaintiffs’ claims and says that it did nothing wrong. Specifically, Defendant disagrees with the allegations and says that it has many defenses, that it is not liable to Plaintiffs, and that Plaintiffs are not entitled to any money or benefits from this litigation. In mid-2005, Gillette deleted the statements and animation that Plaintiffs complain about in this lawsuit from its ads.

The proposed settlement is not an admission of wrongdoing or an indication that any law was violated. Defendant states that it has entered into this proposed settlement solely to avoid further expense, inconvenience, and the burden of this litigation and any other present or future litigation arising out of the facts that allegedly gave rise to this litigation. Defendant wishes to avoid the distractions and diversion of its personnel and resources. It also wishes to put to rest this controversy and to avoid the risks inherent in uncertain complex litigation. The Court has not ruled on the merits of Plaintiffs’ claims or on the defenses made by Defendant.

3. Why is this a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of people who have similar claims. All of these people are a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all class members, except for those who decide to and then proceed to timely exclude themselves from the class.

4. Why is there a proposed settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to settle this case to avoid the cost and risk of trial. The proposed settlement does not mean that any law was violated or that Defendant did anything wrong. Defendant denies all legal claims in this case. The Representative Plaintiffs and their attorneys think that the proposed settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE PROPOSED SETTLEMENT

To see if you will be affected by this proposed settlement or if you will get money or other benefits from the proposed settlement, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am part of the proposed settlement?

The Court decided that the Settlement Class includes all Persons in the United States or Canada who purchased or otherwise acquired for use and not resale an M3Power Razor in the United States during the period May 1, 2004 through September 30, 2005, or in Canada during the period May 1, 2004 through October 31, 2005. If you fall in this category, you are a Settlement Class Member.

6. Are there exceptions to being included?

The following people and entities are excluded from the Settlement Class:

- Any entity in which Defendant has a controlling interest or which has a controlling interest in Defendant.
- Defendant's attorneys, successors, or assigns.
- The directors and officers of Defendant.
- The directors and officers of any entity in which Defendant has a controlling interest or which has a controlling interest in Defendant.
- Anyone who specifically and timely asks to be excluded, as described in more detail below.

7. What if I am not sure whether I am included?

If you are not sure whether you are in the Settlement Class, or have any other questions about the proposed settlement, call the toll free number 1-877-506-4030. You also may write with questions to M3Power Settlement, P.O. Box 2302, Faribault, MN 55021-9002 or M3Power Settlement, P.O. Box 1051, Fort Erie, ON L2A 6C7.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the proposed settlement provide and what may I receive?

Gillette has agreed to make \$7,500,000 in cash and other benefits available as a Settlement Fund to resolve this class action. The Settlement Fund will be used to provide Settlement Class Members who submit a valid, timely claim for **either** a refund for the purchase price of the M3Power Razor **or** up to 2 rebates for M3Power blades and/or a Fusion or Fusion ProGlide razor (manual or battery powered) purchased before May 2, 2011 **or** a new Gillette manual men's razor as a replacement. The costs to provide notice and administer claims for refunds, rebates and replacement razors will also be paid out of this Fund (those costs will not exceed \$2,450,000; amounts over \$2,450,000 will be borne separately and additionally by Gillette).

If you would like a refund, you must send in your M3Power Razor to the Settlement Administrator along with a claim for payment (see Question 11 for more information on filing a claim). You are entitled to and should keep the M3Power blade(s) and batteries. In return, a Settlement Class Member whose M3Power Razor was purchased in the United States shall receive a check in the amount of \$13, plus \$2 for postage and handling, for a check in the total amount of \$15. A Settlement Class Member whose M3Power Razor was purchased in Canada shall receive a check in the amount of \$16.25 in Canadian dollars, plus, for postage and handling, the Canadian dollar equivalent of \$2 in US dollars at the exchange rate in effect at the time of distribution. If, along with the razor, you send in a receipt showing that the actual price paid for the M3Power Razor was more than \$13 (or \$16.25 Canadian dollars), you will receive a refund check in the currency and amount of the actual price paid, plus \$2 (or the Canadian equivalent, if the M3Power Razor was purchased in Canada) for postage and handling.

If you would like a rebate, rather than a refund, you can receive up to two \$5 rebates for any M3Power blades that you purchased during the period beginning May 1, 2004, and/or Fusion or Fusion ProGlide razor (manual or battery powered) that you purchased during the period beginning January 1, 2006, through May 2, 2011. To receive a rebate, you must send in either the UPC code(s) or receipt(s) from the package(s) of M3Power blades or Fusion or Fusion ProGlide razor (manual or battery powered) along with a claim for payment (see Question 11 for more information on filing a claim). You cannot receive two rebates on the purchase of a single item. Settlement Class Members living in Canada shall receive rebate checks in Canadian dollars at the exchange rate in effect at the time of distribution.

If you would like a replacement razor, rather than a refund or rebate, you must submit a claim form. The replacement razor will be a new Gillette manual Fusion razor, or, if Gillette chooses and Settlement Class Counsel gives prior approval, a new Gillette manual Fusion ProGlide razor.

Claimants must certify that they are members of the Settlement Class (see Question 5) and that they are claiming a refund OR rebates OR a replacement razor. You may not claim more than one of these options.

Claims are limited to one claim (refund, rebates, or replacement razor) per person and three claims per household.

If the valid and timely refund and rebate claims exceed the amount available for proposed settlement benefits, the refunds and rebates will be reduced on a *pro rata* basis and claimants for replacement razors will not receive one (with no further notice to razor claimants). If, after claims for refunds and rebates are paid, the valid and timely claims for replacement razors would exceed the amount available for settlement benefits, replacement razors will be mailed to a random sample of those razor claimants until the amount available for settlement benefits is fully distributed (with no further notice to razor claimants).

9. What happens if proposed settlement benefits remain available after the refund, rebate and replacement razor benefits are distributed?

If the refund, rebate and replacement razor claims, plus the total cost of notice and claims administration, does not exceed \$7,500,000, you may receive additional benefits, in the form of a new, free Fusion manual razor, or, if Gillette chooses and Settlement Class Counsel gives prior approval, a new, free Fusion ProGlide manual razor (a "Settlement Razor"). Each razor includes its razor blade cartridge.

Specifically, after payments for valid and timely refund or rebate claims are distributed and replacement razors are mailed, the amount remaining for proposed settlement benefits will be calculated. If the amount remaining for proposed settlement benefits permits, Gillette will send a Settlement Razor to every Settlement Class Member who submitted a valid and timely claim. If the amount remaining for proposed settlement benefits is not enough to send a Settlement Razor to every Settlement Class Member who submitted a valid and timely claim, Gillette will send Settlement Razors to a statistically random sample of the Settlement Class Members who submitted a valid and timely claim, until the amount remaining for proposed settlement benefits is fully distributed.

After this distribution of Settlement Razors, if any of the amount remaining for proposed settlement benefits is still not distributed, then Gillette will place a link on its M3Power Razor Web site (www.m3powersettlement.com) inviting Settlement Class Members who had not submitted a claim for a refund, rebate or replacement razor to submit a claim to receive a Settlement Razor. Those who respond to that invitation will have to provide their name and mailing address, and will have to certify electronically through the Web site link that they are a member of the Settlement Class, and that they had not previously submitted a claim for a refund, rebate or replacement razor. The Web site link will remain available for 90 days, or until enough valid claims are submitted so as to exhaust the amounts remaining for proposed settlement benefits, whichever occurs first. Eligible claims are limited to one per person and a maximum of three per household.

Thereafter, if the amount remaining for proposed settlement benefits is still not fully distributed, Defendant will distribute new Settlement Razors to a group to be chosen by Gillette and Settlement Class Counsel, and in the event they cannot agree, by the Court, until full distribution is achieved.

In addition, each Settlement Razor that is sent out will include coupons for \$4 in US dollars if redeemed in the United States, or \$4 in Canadian dollars if redeemed in Canada, redeemable on the purchase of Gillette shaving-related products. The coupons – whether redeemed or not – are in addition to the amount of proposed settlement benefits being distributed.

10. What am I giving up as part of the proposed settlement?

If the proposed settlement becomes final, Settlement Class Members will be releasing Defendant and all related people and entities from all of the claims described and identified in paragraphs 1.15, 1.24 and section 6 of the Settlement Agreement. This means you will no longer be able to sue Gillette regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at www.m3powersettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 19 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

HOW TO GET A SETTLEMENT BENEFIT – SUBMITTING A CLAIM FORM

11. How can I get a settlement benefit?

To ask for a payment or replacement razor, you must complete and submit a claim form, or a written request that contains substantially the same information as the claim form. You can get a claim form by calling 1-877-506-4030 or at www.m3powersettlement.com. The claim form describes in detail what you must provide to prove your claim and receive a payment or replacement razor. Please read the instructions carefully.

If you submit a claim other than by using the claim form, it must be in writing and include the following information:

- (1) your full name;
- (2) your mailing address;
- (3) your signature;
- (4) state that you acquired for use and not resale an M3Power Razor in the United States between May 1, 2004 and September 30, 2005, or in Canada between May 1, 2004 and October 31, 2005, and that you are not submitting any other claim for a refund or rebate or replacement razor;
- (5) if you are claiming a refund, enclose your M3Power Razor and also state that it is the M3Power Razor that you purchased or otherwise acquired;
- (6) if you are claiming a higher refund, also enclose a receipt for the M3Power razor showing that the price paid was more than \$13 US or \$16.25 Canadian;
- (7) if you are claiming rebate(s) instead, please state the number of rebates you are claiming (one or two), and for each rebate, enclose the UPC code from the package of M3Power blades and/or any Fusion or Fusion ProGlide razor (manual or battery powered), or a receipt showing that such package of M3Power blades was purchased during the period beginning May 1, 2004 through May 2, 2011, or such Fusion or Fusion ProGlide razor was purchased during the period beginning January 1, 2006 through May 2, 2011. You cannot receive two rebates on the purchase of a single item;
- (8) if you are claiming a replacement razor instead, you need not return your M3Power Razor but you must be sure to provide the information in Items 1 through 3 above. As with claims for refunds or rebates, you must also submit the statement described in Item 4 above and your statement will be treated as a certification by you that it is true.

Claims must be postmarked by **May 2, 2011** and mailed to: M3Power Settlement, P.O. Box 2302, Faribault, MN 55021-9002, or M3Power Settlement, P.O. Box 1051, Fort Erie, ON L2A 6C7.

12. When will I get my benefit?

Checks or replacement razors (depending on your claim) will be mailed to Settlement Class Members who send in valid claim forms on time **after** the settlement is ultimately approved and becomes final. Please be patient.

13. What happens if the proposed settlement is not approved or does not go into effect?

No proposed settlement benefits will be distributed and the lawsuit will resume. In that event, those persons who have sent in their razor will be notified on the website about any Court order concerning any rights they may have to the return of their razor.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you do not want a payment from this proposed settlement and you want to keep the right to sue Defendant about the legal issues in this case, then you must take steps to get out of the proposed settlement. This is called asking to be excluded from – or sometimes called “opting out” of – the Settlement Class.

14. If I exclude myself, can I get anything from this proposed settlement?

No. If you exclude yourself, you cannot get anything from this proposed settlement and you should not send in a claim form to request a refund or rebate or replacement razor. If you ask to be excluded, you will not get any benefits, including a refund or a rebate or a replacement razor, under the proposed settlement and you cannot object to the proposed settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

15. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for all of the claims that this proposed settlement resolves. You must exclude yourself from this Settlement Class to start your own lawsuit or be part of any different lawsuit relating to these claims.

16. How do I get out of the proposed settlement?

To exclude yourself from the proposed settlement, you must send a letter or other written document by mail saying that you want to be excluded from *In re M3Power Razor System Marketing & Sales Practices Litigation*, Civil Action No. 05-11177 (Lead Case). In your letter or other written document, be sure to include the following information:

- (1) your full name;
- (2) your address;
- (3) how many M3Power razors you purchased or otherwise acquired;
- (4) approximately when you purchased or otherwise acquired each M3Power Razor;
- (5) where each M3Power Razor was purchased;
- (6) approximately how much was paid for each M3Power razor;
- (7) your signature; and
- (8) the date of your letter asking to be excluded.

You cannot ask to be excluded on the phone, by email, or at the website.

You must mail your exclusion request postmarked by **March 4, 2011** to: M3Power Settlement, P.O. Box 2302, Faribault, MN 55021-9002 or M3Power Settlement, P.O. Box 1051, Fort Erie, ON L2A 6C7.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

The Court appointed Ben Barnow, Barnow and Associates, P.C., and Robert M. Rothman, Robbins Geller Rudman & Dowd LLP, as “Settlement Class Counsel” to represent you and other Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

18. How will the lawyers be paid?

Gillette has agreed to benefit the Settlement Class further by being responsible for and paying Settlement Class Counsel’s reasonable fees, costs, and expenses in the amount of \$1,850,000. Settlement Class Counsel also will ask for payments ranging from \$750 to \$1,000 for each of the Representative Plaintiffs and \$500 for each of the other Named Plaintiffs. The Court may award less than these amounts. Defendant will separately pay the fees, costs, and expenses, and incentive awards that the Court orders. **These payments will not reduce the amount available for distribution to Settlement Class Members.**

OBJECTING TO THE PROPOSED SETTLEMENT

19. How do I tell the Court if I do not like the proposed settlement?

If you disagree with any aspect of the proposed settlement, you may express your views to the Court through a written response to the proposed settlement. The Court will consider your views.

You must object to the proposed settlement in writing. In your written objection, be sure to include the following information:

- (1) the name and title of the lawsuit, *In re M3Power Razor System Marketing & Sales Practices Litigation*, Civil Action No. 05-11177 (Lead Case);
- (2) your full name;
- (3) your address;
- (4) your signature; and
- (5) proof of purchase of an M3Power Razor (for example, a store receipt) **or** an affidavit setting forth in as much detail as you can remember:
 - (a) how many M3Power razors you purchased or otherwise acquired;
 - (b) when you purchased or otherwise acquired each M3Power Razor;
 - (c) where each M3Power Razor was purchased; and
 - (d) how much was paid for each M3Power razor.

Your written objection also should include the reasons why you object to the proposed settlement, and any documentation supporting your objection, as well as a statement of whether you intend to appear at the Final Fairness Hearing in Boston, Massachusetts.

Send copies of any objections to the Court, Defendant’s Counsel, and either of Settlement Class Counsel (please see below) postmarked no later than **March 4, 2011**:

Court	Settlement Class Counsel	Defendant's Counsel
Clerk United States District Court for the District of Massachusetts John Joseph Moakley U.S. Courthouse 1 Courthouse Way Boston, MA 02210	Ben Barnow, Esq. Barnow and Associates, P.C. One North La Salle Street Suite 4600 Chicago, IL 60602 -OR- Robert M. Rothman, Esq. Robbins Geller Rudman & Dowd LLP 58 South Service Road Suite 200 Melville, NY 11747	Harvey J. Wolkoff, Esq. Ropes & Gray LLP Prudential Tower 800 Boylston Street Boston, MA 02199

20. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the proposed settlement because the case no longer affects you, and you will not receive any benefits under the proposed settlement.

THE COURT'S FINAL FAIRNESS HEARING

21. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold a Final Fairness Hearing at **2:00pm on March 25, 2011**, at the United States District Court for the District of Massachusetts, Court Room No. 1, 1 Courthouse Way, Boston, Massachusetts. At the Final Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court also will consider Settlement Class Counsel's request for attorneys' fees, costs, and expenses, as well as awards for the Representative Plaintiffs and Named Plaintiffs. If there are objections, the Court will consider them. After the Final Fairness Hearing, the Court will decide whether to approve the proposed settlement and how much to award to Settlement Class Counsel as fees, costs, and expenses and how much to award to the Representative Plaintiffs and Named Plaintiffs as incentive awards.

The Final Fairness Hearing may be moved to a different date without additional notice so it is a good idea periodically to check www.m3powersettlement.com for updated information.

22. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Final Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but it is not necessary.

23. May I speak at the hearing?

To speak at the Final Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intent to Appear" in *In re M3Power Razor System Marketing & Sales Practices Litigation*, Civil Action No. 05-11177 (Lead Case). Be sure to include your name, address, telephone number, and your signature. You also must include information about what you intend to say at the hearing. Please send copies of your "Notice of Intent to Appear" to the three addresses listed in Question 19 above. It must be postmarked no later than **March 4, 2011**. The Court will decide if you will be allowed to speak at the Final Fairness Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

You have the right to do nothing. If you do nothing, however, you will not get any payment or benefit under this proposed settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit, including any other class action lawsuit, against Defendant about the legal issues in this case.

GETTING MORE INFORMATION

25. How do I get more information about the proposed settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.m3powersettlement.com. You also may write with questions to M3Power Settlement, P.O. Box 2302 Faribault, MN 55021-9002 or M3Power Settlement, P.O. Box 1051, Fort Erie, ON L2A 6C7. You can get a claim form at the Web site, or by calling the toll free number, 1-877-506-4030. Or, you can call Settlement Class Counsel, identified in Question 19.