

EXHIBIT 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

In re:

M3POWER RAZOR SYSTEM
MARKETING & SALES PRACTICES
LITIGATION

THIS DOCUMENT RELATES TO:
ALL ACTIONS

MASTER DOCKET
Civil Action No. 05-11177
(Lead Case)

MDL Docket No. 1704

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement, dated as of April 20, 2010 (the “Settlement Agreement”), is made and entered into by and among the following Settling Parties (as defined further in ¶1.24 hereof) to the above-captioned consolidated action: (i) Mark Dearman, Anthony DeBiseglia, Matthew Marr, Adam Kline, Greg Besinger, Collin L. McGeary, Javier Tunon, and Jean-Sebastien Elie (the “Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined herein in ¶1.20), by and through Ben Barnow, Barnow and Associates, P.C., and Robert M. Rothman, Robbins Geller Rudman & Dowd LLP (together, “Settlement Class Counsel”); and (ii) The Gillette Company (“Gillette”), by and through its counsel of record, Harvey J. Wolkoff, Ropes & Gray LLP. The Settlement Agreement is intended by the Settling Parties fully, finally, and forever to resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Beginning in or about February 2005, and continuing through October 2005, lawsuits were filed in various state and federal jurisdictions in the United States, as well as in Canada, challenging Gillette’s advertising and marketing of the M3Power Razor (the “Litigation”). Pursuant to an order

by the Judicial Panel on Multi-District Litigation dated October 27, 2005, those actions pending in federal district courts across the United States not otherwise subsequently dismissed were transferred to and consolidated in the United States District Court for the District of Massachusetts (the “Court”). On April 18, 2006, a Consolidated Class Action Complaint (the “Complaint”) was filed alleging six counts, *i.e.*, negligent misrepresentation, intentional misrepresentation, breach of express warranty, breach of implied warranty of fitness of particular purpose, unjust enrichment, and violations of each of the 50 states’ deceptive trade practices statutes, deceptive advertising statutes, and consumer fraud statutes, and identifying Mark Dearman, Anthony DeBiseglia, Matthew Marr, Adam Kline, Greg Besinger, Collin L. McGeary, and Javier Tunon as the named representative plaintiffs. In conjunction with the filing of this Settlement Agreement, an Amended Consolidated Class Action Complaint (the “Amended Consolidated Complaint”) has been filed alleging these same claims, as well as adding similar claims under Canadian law, and also adding Jean-Sebastien Elie, a resident of Canada, as a named representative plaintiff.

II. CLAIMS OF THE REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLEMENT

The Representative Plaintiffs believe that the claims asserted in the Litigation as set forth in the Amended Consolidated Complaint have merit. Representative Plaintiffs and Settlement Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Gillette through motion practice, trial, and potential appeals. Settlement Class Counsel also have taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are also mindful of the inherent problems of proof and possible defenses to the claims asserted in the Litigation. Settlement Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class (as defined herein in

¶1.20). Settlement Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. GILLETTE'S DENIAL OF WRONGDOING AND LIABILITY

Gillette denies each and all of the claims and contentions alleged in the Litigation as set forth in the Amended Consolidated Complaint and believes that these claims and contentions are without merit. Specifically, Gillette denies all charges of wrongdoing or liability as alleged in the Litigation, and specifically denies that its advertising or marketing campaigns for the M3Power Razor were false or misleading. Gillette has also denied and continues to deny, *inter alia*, the allegations that the Representative Plaintiffs or the members of the Settlement Class have suffered damages as a result of, or were harmed by, the conduct alleged in the Amended Consolidated Complaint.

Nonetheless, Gillette has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Gillette also has taken into account the uncertainty and risks inherent in any litigation, especially in class action cases such as this Litigation. Gillette has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Representative Plaintiffs, individually and on behalf of the Settlement Class, by and through Settlement Class Counsel, and Gillette that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to all Settling Parties, upon and subject to the terms and conditions of this Settlement Agreement, as follows.

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Authorized Claimant” means any Settlement Class Member (as that term is defined in ¶1.22 herein) whose claim for recovery has been allowed pursuant to the terms of the Settlement Agreement.

1.2 “Claimant” means any Settlement Class Member (as that term is defined in ¶1.22 herein) who, within the Claim Period (as that term is defined in ¶1.3 herein), certifies to the purchase or acquisition of an M3Power Razor during the Settlement Class Period (as that term is defined in ¶1.23 herein).

1.3 “Claim Period” means the Initial Claim Period as that term is defined in ¶1.9 below and, if it arises, the Residual Claim Period as that term is defined in ¶1.19 below.

1.4 “Claims Administration” means the processing of claims received from Settlement Class Members (as that term is defined in ¶1.22 herein) by the Claims Administrator (as that term is defined in ¶1.5 herein), and “costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.5 “Claims Administrator” means Rust Consulting, Inc. (formerly known as Complete Claim Solutions, LLC) or such claims administrator as may be selected by Gillette and agreed to by Settlement Class Counsel.

1.6 “Effective Date” means the first date by which all of the events and conditions specified in ¶9.1 hereof have occurred and have been met.

1.7 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined in ¶1.10 herein); (iii) the time to appeal or seek permission to

appeal from the Court's Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any fee award made in this case should not affect the finality of the judgment as to any other aspect of the judgment.

1.8 "Gillette" or "Defendant" means The Gillette Company.

1.9 "Initial Claim Period" means six months from the date of the first publication of notice of the Final Fairness Hearing.

1.10 "Judgment" means the judgment to be rendered by the Court, in the form attached hereto as Exhibit A, or a judgment substantially similar to such form.

1.11 "Named Plaintiff" means each Person (as defined in ¶1.13 herein) who is named as a plaintiff in any pending case against Gillette arising out of the same alleged operative facts as the Amended Consolidated Complaint and who, prior to October 16, 2006, or such other date as agreed to by Settlement Class Counsel and Gillette's Counsel, joins in this settlement by affirming in a writing (which will be filed with the Court by the Settling Parties) that he and his counsel approve and join in this settlement.

1.12 "Opt-Out Date" means the date by which members of the Settlement Class (as that term is defined in ¶1.20 herein) must mail their requests to be excluded from the Settlement Class in order for that request to be effective. The postmark date shall be the mailing date.

1.13 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any

business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.14 “Plaintiffs’ Counsel” means Settlement Class Counsel and Liaison Counsel as previously appointed by the Court, and all other attorneys who represent Persons who have joined in this settlement.

1.15 “Related Parties” means Gillette’s past or present directors, officers, employees, principals, attorneys, predecessors, successors, parents, subsidiaries, affiliates and related or affiliated entities, including, without limitation, Procter & Gamble, Gillette Canada Company, and any other Person who could have been named as a defendant in any of the United States or Canadian actions in the Litigation.

1.16 “Released Claims” shall collectively mean any and all claims (including Unknown Claims as defined in ¶1.25), actions, allegations, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether contingent or non-contingent, and whether at law or equity, including those arising under state or federal law of the United States or under provincial or federal law of Canada (including, without limitation, any causes of action under Mass. Gen. Laws ch. 93A, the California Business & Professional Code § 17200 *et seq.* and § 17500 *et seq.*, California Civil Code § 1750 *et seq.*, and any similar statutes in effect in any other states in the United States, the Competition Act of Canada, the Quebec Civil Code, the Quebec Consumer Protection Act, the Ontario Sale of Goods Act, and any similar statutes in effect in Canada or the provinces of Canada; negligent misrepresentation; intentional misrepresentation; breach of express warranty; breach of implied warranty of fitness of particular purpose; and unjust enrichment), and including, but not limited to, any and all claims in any state or federal court of the United States, or any provincial or federal court of Canada, for damages, injunctive relief, disgorgement, declaratory relief, equitable

relief, attorneys' fees and expenses, and any other form of relief, that either have been asserted or could have been asserted against Gillette and its Related Parties based on, relating to, or arising out of the allegations, facts, or circumstances alleged in the Litigation. Released Claims shall not include the right of any Settlement Class Member or Gillette to enforce the terms of the settlement contained in the Settlement Agreement. Released Claims shall not include alleged bodily injury claims, if any, of any Settlement Class Member arising from the purported use of an M3Power Razor.

1.17 "Released Persons" means Gillette and its Related Parties.

1.18 "Representative Plaintiffs" means Mark Dearman, Anthony DeBiseglia, Matthew Marr, Adam Kline, Greg Besinger, Collin L. McGeary, Javier Tunon, and Jean-Sebastien Elie.

1.19 "Residual Claim Period" means the period of up to 90 days during which certain Settlement Class Members may have the opportunity to submit a claim to obtain a Settlement Razor pursuant to ¶2.3(b) herein.

1.20 "Settlement Class" means all Persons in the United States of America 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. Excluded from the definition of Settlement Class are Gillette, any entity in which Gillette has a controlling interest or which has a controlling interest in Gillette, Gillette's attorneys, successors, or assigns, the directors and officers of Gillette and the directors and officers of any entity in which Gillette has a controlling interest or which has a controlling interest in Gillette. Also excluded from the definition of Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class.

1.21 “Settlement Class Counsel” means Ben Barnow, Barnow and Associates, P.C., and Robert M. Rothman, Robbins Geller Rudman & Dowd LLP.

1.22 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.23 “Settlement Class Period” means, for all Persons in the United States of America who purchased or otherwise acquired an M3Power Razor in the United States for use and not resale, the period May 1, 2004 through September 30, 2005, and for all Persons in Canada who purchased or otherwise acquired an M3Power Razor in Canada for use and not resale, the period May 1, 2004 through October 31, 2005.

1.24 “Settling Parties” means, collectively, Gillette, on behalf of itself and its Related Parties, and the Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.25 “Unknown Claims” means any of the Released Claims that any Representative Plaintiff and/or any Settlement Class Member does not know or suspect to exist in his favor at the time of the release of the Released Persons which, if known by him, might have affected his settlement with and release of the Released Persons, or might have affected his decision not to object to and/or participate in this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or Canada, or principle of common law or international or foreign law, including Canadian law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Representative Plaintiffs and Settlement Class Members, and any of them, may hereafter discover facts in addition to or different from those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs expressly shall have, and each Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the settlement of which this release is a part.

2. The Settlement

2.1 Gillette shall make available cash and other benefits totaling \$7,500,000 (the “Settlement Fund”) for distribution to Authorized Claimants, and the payment of expenses of notice, Claims Administration, and other distribution costs set forth herein. Distribution shall be as follows:

During the Initial Claim Period, a Settlement Class Member:

(a) must certify (as set forth in ¶2.1(c)) that the Settlement Class Member purchased or otherwise acquired an M3Power Razor during the Settlement Class Period; and

(b) must select one, and only one, of the following forms of relief:

(i) Refund. To claim a refund, a Settlement Class Member must send in an M3Power Razor and certify (as set forth in ¶2.1(c)) that the M3Power Razor was purchased or otherwise acquired by the Settlement Class Member during the Settlement Class Period. Any Settlement Class Member is entitled to and should retain any M3Power blade(s) and batteries. A Settlement Class Member whose M3Power Razor was purchased in the United States and who

selects and complies with the requirements for this form of relief 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 and who selects and complies with the requirements for this form of relief shall receive a check in the amount of \$16.25 in Canadian dollars (*i.e.*, \$13 in US dollars equals \$16.25 in Canadian dollars at the average prevailing commercial exchange rate over the period May 1, 2004 through October 31, 2005, approximately 0.8), plus, for postage and handling, the Canadian dollar equivalent of \$2 in US dollars at the prevailing commercial exchange rate in effect at the time of distribution. If a Settlement Class Member submits a receipt showing that the M3Power Razor being returned was purchased in the United States and that more than \$13 in US dollars was paid for it, the Settlement Class Member shall receive a check in US dollars for the amount of the actual price paid, plus \$2 for postage and handling. If a Settlement Class Member submits a receipt showing that the M3Power Razor being returned was purchased in Canada and that more than \$16.25 in Canadian dollars was paid for it, the Settlement Class Member shall receive a check in Canadian dollars for the actual price paid, plus, for postage and handling, the Canadian dollar equivalent of \$2 in US dollars at the prevailing commercial exchange rate in effect at the time of distribution. A Settlement Class Member claiming a refund under this sub-paragraph must certify (as set forth in ¶2.1(c)) that no claim has been submitted under ¶2.1(b)(ii) for a rebate(s) or ¶ 2.1(b)(iii) for a Replacement Razor.

or

(ii) Rebates. In the alternative, and without sending in an M3Power Razor, any Settlement Class Member who has made and submitted the certification required under ¶2.1(a) (as set forth in ¶2.1(c)), instead can elect to receive up to two \$5 rebates in a check for any purchases of M3Power blades during the period beginning May 1, 2004, and/or Fusion or Fusion

ProGlide razors (manual or battery powered) during the period beginning January 1, 2006, through the end of the Initial Claim Period. To receive such rebate(s), a Settlement Class Member must provide the UPC code(s) from the package(s) 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 the end of the Initial Claim Period, or such Fusion or Fusion ProGlide razor was purchased during the period beginning January 1, 2006 through the end of the Initial Claim Period. Settlement Class Members cannot receive two rebates on the purchase of a single item. A Settlement Class Member claiming rebate(s) under this sub-paragraph must certify (as set forth in ¶2.1(c)) that no claim has been submitted under ¶2.1(b)(i) for a refund or under ¶ 2.1(b)(iii) for a Replacement Razor. Checks to Settlement Class Members living in Canada for such rebates will be issued in the Canadian dollar equivalent at the prevailing commercial exchange rate in effect at the time of distribution.

or

(iii) Replacement Razor. Without sending in an M3Power Razor, any Settlement Class Member who has made and submitted the certification required under ¶2.1(a) (as set forth in ¶2.1(c)), instead of a refund or rebate(s) can elect to receive a new Gillette manual razor (with its blade cartridge) (“Replacement Razor”). The Replacement Razor shall be the Fusion manual razor, or, if Gillette so elects and Settlement Class Counsel give prior approval (which approval shall not be unreasonably withheld), the Fusion ProGlide manual razor. A Settlement Class Member claiming a Replacement Razor must certify (as set forth in ¶2.1(c)) that no claim has been submitted under ¶2.1(b)(i) for a refund or ¶ 2.1(b)(ii) for a rebate(s).

(iv) Credit against Settlement Fund. For any payment to a Settlement Class Member by Gillette under this ¶2.1(b), the credit against the Settlement Fund will be the total

US dollar amount paid to the Settlement Class Member, or, for a Settlement Class Member receiving payment in Canadian dollars, the US dollar equivalent of such total Canadian dollar amount at the prevailing commercial exchange rate in effect at the time of distribution. For any Replacement Razor sent to a valid claimant by Gillette, the credit against the Settlement Fund per Replacement Razor shall be \$6.25, plus \$0.75 per Replacement Razor for Gillette's postage, packaging and administrative costs, for a total credit of \$7.00 per Replacement Razor.

(c) The settlement benefit under ¶2.1(b) is limited to one such claim per Person and a maximum of three claims per household. Certifications required under this ¶2.1 shall be provided by submission of a proof of claim in either the form attached hereto as Exhibit B (the "Proof of Claim") or by a writing containing substantially the same information.

(d) Within 90 days after the close of the Initial Claim Period, or within 90 days after the Effective Date of the settlement, whichever is later, the credits against the Settlement Fund resulting from the distributions to occur pursuant to ¶2.1(b) shall be totaled. Payments by check under ¶¶2.1(b)(i) and 2.1(b)(ii), and any Replacement Razors to be sent under ¶ 2.1(b)(iii), shall be mailed to Authorized Claimants within 10 weeks after the end of such 90 day period in which such credits are totaled. Gillette and/or the Claims Administrator may request and obtain reasonable extensions of such time frames, as necessary, for good cause, to process the claims and accomplish such distribution, upon approval of the Court.

2.2 The settlement payments under ¶¶2.1(b)(i) and 2.1(b)(ii) shall be reduced, on a pro-rata basis, to the extent the \$7,500,000 Settlement Fund is exceeded by the sum of (a) credits for claims made under ¶¶2.1(b)(i) and 2.1(b)(ii), *supra*, plus (b) the lesser of the actual cost of notice and Claims Administration as authorized hereunder or \$2.45 million. If the \$7,500,000 Settlement Fund will be exhausted upon satisfaction of the claims under ¶¶ 2.1(b)(i) for a refund and 2.1(b)(ii)

for rebates, no Replacement Razors will be distributed, with no further notice of such non-distribution to claimants for such benefit. If the \$7,500,000 Settlement Fund would not be exhausted upon satisfaction of the claims under ¶¶2.1(b)(i) and 2.1(b)(ii), then Replacement Razors claimed during the Initial Claims Period will be distributed to valid claimants for such benefit, except that, in the event the credit against the Settlement Fund for the distribution of Replacement Razors to valid claimants for such benefit would exceed the remaining balance of the \$7,500,000 Settlement Fund, Gillette shall mail Replacement Razors to a statistically random sample of valid claimants for such benefit until the remaining balance is exhausted, with no further notice of such random distribution to claimants for such benefit.

2.3 If the \$7,500,000 Settlement Fund is not exhausted after satisfaction of the claims made during the Initial Claim Period, as set forth above in ¶2.1(d), and satisfaction of the cost of notice and Claims Administration, then the excess amount shall be allocated as follows:

(a) Within ten weeks of completion of the mailing referenced in the second sentence of ¶2.1(d), Authorized Claimants shall be mailed a new Fusion manual razor (with its blade cartridge) or, if Gillette so elects and Settlement Class Counsel give prior approval (which approval shall not be unreasonably withheld), a new Fusion ProGlide manual razor (with its blade cartridge) (“Settlement Razor”). The credit against the Settlement Fund for each such Settlement Razor will be \$6.25, plus \$0.75 per Settlement Razor for Gillette’s postage, packaging, and administrative costs, for a total credit of \$7.00 per Settlement Razor. In the event the credit against the Settlement Fund for the distribution of Settlement Razors to all Authorized Claimants would exceed the remaining balance of the \$7,500,000 Settlement Fund as calculated in ¶2.1(d) above, Gillette shall mail Settlement Razors to a statistically random sample of Authorized Claimants until the remaining balance is exhausted; and

(b) If after distribution of the Settlement Razors to Authorized Claimants pursuant to ¶2.3(a), the Settlement Fund is still not depleted, then commencing immediately after the elapse of the 10 weeks for mailing Settlement Razors as provided for in ¶2.3(a), Gillette shall place a link on its M3Power Razor webpage inviting Settlement Class Members who did not previously submit a claim during the Initial Claim Period to obtain a free Settlement Razor. To be eligible to receive a free Settlement Razor, the Settlement Class Member must provide his name and mailing address, and further certify electronically that he (i) purchased or otherwise acquired an M3Power Razor during the Settlement Class Period; and (ii) has not previously submitted a claim under the settlement. Any such information submitted shall be provided by Gillette to the Claims Administrator for determination of the claim. Eligible claims are further limited to one per Person and a maximum of three per household. The credit against the Settlement Fund for each Settlement Razor claimed pursuant to this sub-paragraph will be \$6.25, plus \$0.75 per Settlement Razor for Gillette's postage, packaging, and administrative costs, for a total credit of \$7.00 per Settlement Razor. The website link shall be maintained for a period of up to 90 days (*i.e.*, the Residual Claim Period). Free Settlement Razors pursuant to this sub-paragraph shall remain available until each eligible claim submitted through the website link, for a maximum of 90 days, is satisfied, or until the credit for such distribution exhausts the balance of the Settlement Fund, whichever occurs first. Gillette shall mail Settlement Razors to Authorized Claimants who submit claims under this sub-paragraph within ten weeks of the close of the Residual Claim Period, except that Gillette and/or the Claims Administrator may request and obtain a reasonable extension of such time frame, as necessary, for good cause, to process the claims and accomplish such distribution, upon approval of the Court.

(c) Within 90 days after the end of the distribution of Settlement Razors following the Residual Claim Period, if any, if there remains any unclaimed balance in the \$7,500,000 Settlement Fund, Gillette shall distribute Settlement Razors to a group to be selected by Gillette and Settlement Class Counsel, and in the event they cannot agree, by the Court. Distribution is to be made proportionally to the populations of the various states and Canada, to the extent reasonable and practicable. The credit against the Settlement Fund will be \$6.25, plus \$0.75 per Settlement Razor for Gillette's postage, packaging, and administrative costs, for a total credit of \$7.00 per Settlement Razor.

(d) Any Settlement Razors distributed pursuant to this ¶2.3 shall include, in each package, coupon(s) with a total value of \$4, in US dollars if redeemed in the United States, and \$4 in Canadian dollars if redeemed in Canada, off the purchase of Gillette shaving-related product(s). The benefit to Settlement Class Members provided by these coupons is in addition to, and the redemption of these coupons shall not be credited against, the Settlement Fund. It is agreed that no portion of these coupons shall be considered in determining any award of attorneys' fees, costs, or expenses, or plaintiff incentive awards.

2.4 All parts of this settlement are separately-funded responses by Gillette to provide the Settlement Class with valuable consideration and are not part of any existing or planned promotion and no future promotions will be reduced to reimburse Gillette for any distribution of refunds, rebates, or razors under this settlement.

2.5 All costs associated with notice to the Settlement Class and Claims Administration shall be paid from the Settlement Fund, said costs charged to the Settlement Fund not to exceed the sum of \$2.45 million.

2.6 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the settlement is terminated or cancelled pursuant to the terms of this Settlement Agreement, then this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any party's position on the issue of class certification or any other issue.

2.7 The Settling Parties agree that the Litigation shall be stayed pending final approval by the Court of the settlement set forth in this Settlement Agreement. Settlement Class Counsel agree that Gillette's time to answer or otherwise respond to the Amended Consolidated Complaint is extended without date.

3. Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing

3.1 As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel and counsel for Gillette shall jointly submit this Settlement Agreement to the Court and shall apply for entry of an order (the "Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing"), in the form attached hereto as Exhibit C, or an order substantially similar to such form, requesting, *inter alia*,

- (a) certification of the Settlement Class for settlement purposes only pursuant to ¶2.6;
- (b) preliminary approval of the settlement as set forth herein;
- (c) approval of the publication of a customary form of summary notice (the "Summary Notice") in the form attached hereto as Exhibit D, and a customary long form of notice ("Notice") in the form attached hereto as Exhibit E, which together shall include a fair summary of

the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making a claim, and the date, time, and place of the Final Fairness Hearing;

(d) appointment of Rust Consulting, Inc. (formerly known as Complete Claim Solutions, LLC), or such claims administrator as may be selected by Gillette and agreed to by Settlement Class Counsel, as Claims Administrator and Kinsella Media as Notice Specialist; and

(e) approval of the Proof of Claim attached hereto as Exhibit B.

3.2 Gillette shall pay for and shall assume the administrative responsibility of providing notice to the Settlement Class in accordance with the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, and the costs of such notice, together with the costs of Claims Administration, shall be paid from the Settlement Fund, but within the limit of \$2.45 million. All such costs of notice and Claims Administration over the \$2.45 million will be separately, and additionally, borne by Gillette. The notice program shall be designed to have a reach of not less than approximately 80% of the putative class in both the United States and Canada through publication of a Summary Notice in the form attached hereto as Exhibit D, and which if approved by the Court, in a range of consumer magazines, newspapers, and/or newspaper supplements to be designated by the Notice Specialist and approved by the Court. The Claims Administrator shall establish a dedicated settlement website, and shall maintain and update the website throughout the Claim Period, with the forms of Summary Notice, Notice, and Proof of Claim approved by the Court, as well as this Settlement Agreement. The Claims Administrator also will provide copies of the forms of Summary Notice, Notice, and Proof of Claim approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, the Settling Parties shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

The forms of Summary Notice, Notice, and Proof of Claim approved by the Court, and the Summary Notice publication plan approved by the Court, may be modified by the Notice Specialist and/or Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.

3.3 The Settling Parties shall request that after notice is given, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

3.4 The Settling Parties further agree that the proposed Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing shall contain, among other things, the following provisions: All discovery and pretrial proceedings in this Litigation are stayed and suspended until further order of this Court. Pending the final determination of the fairness, reasonableness, and adequacy of the settlement set forth in the Settlement Agreement, no Settlement Class Member, either directly, representatively, or in any other capacity, shall institute, commence, or prosecute against the Released Parties any of the Released Claims in any action or proceeding in any court or tribunal.

4. Opt-Out Procedures

4.1 Each Person wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to either of the designated Post Office boxes established by the Claims Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked at least 21 days prior to the date set in the Notice for the Final Fairness Hearing.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶4.1 above, referred to herein as “Opt-Outs,” shall not share in the distribution of the Settlement Fund and shall neither receive any benefits of nor be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class

who do not request to be excluded from the Settlement Class in the manner set forth in ¶4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member wishing to object to the settlement shall submit a timely written notice of his objection which shall set forth the reasons for the Settlement Class Member's objection, and further state whether the objector intends to appear at the Final Fairness Hearing. The objection also must provide information identifying the objector as a Settlement Class Member, such as proof of purchase (*e.g.*, a store receipt), or an affidavit setting forth, in as much detail as the objector remembers, the fact of purchase(s), the product(s) purchased, the price paid for the product(s), the approximate date of said purchase(s), and the place of the purchase(s). To be timely, written notice of an objection in appropriate form must be filed with the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210, 21 days prior to the date set in the Notice for the Final Fairness Hearing, and served concurrently therewith upon Settlement Class Counsel (Ben Barnow, Barnow and Associates, P.C., One North LaSalle Street, Suite 4600, Chicago, IL 60602, or Robert M. Rothman, Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747) and Counsel for Gillette (Harvey J. Wolkoff, Ropes & Gray LLP, One International Place, Boston, MA, 02110).

6. Releases

6.1 Upon the Effective Date, as defined in ¶1.6 hereof, the Representative Plaintiffs and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. Further, upon the Effective Date of the settlement, and to the fullest extent permitted by law, the Representative Plaintiffs and each Settlement Class Member shall,

either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in, any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, as defined in ¶1.6 hereof, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Settlement Class Counsel, and all other plaintiffs' counsel who have consented to and joined in the settlement, from all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims, except that the Released Persons expressly reserve all rights to enforce the settlement contained in the Settlement Agreement and shall not have, or been deemed to have, released, relinquished, or discharged any Representative Plaintiff, Settlement Class Member, or plaintiffs' counsel who have consented to and joined in the settlement from any claim based on or arising out of any act of fraud, misrepresentation, or other misconduct in connection with the submission of any claim pursuant to the settlement set forth in this Settlement Agreement, or any claim based on or arising out of any failure to abide by the terms of the Settlement Agreement.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses, and Incentive awards

7.1 Gillette and Settlement Class Counsel did not discuss attorneys' fees, costs, and expenses, or reasonable incentive awards to the Representative Plaintiffs and Named Plaintiffs, as provided for in ¶7.2 and ¶7.3, until after the substantive terms of the settlement had been agreed upon other than that they would be paid by Gillette and that they would be paid over and above the

\$7,500,000 Settlement Fund. Gillette and Settlement Class Counsel then negotiated and agreed as follows:

7.2 Gillette has agreed to pay, subject to Court approval, up to the amount of \$1,850,000 to Settlement Class Counsel for attorneys' fees, costs, and expenses. Settlement Class Counsel, in their sole discretion, to be exercised reasonably, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' Counsel.

7.3 Gillette has agreed to pay, subject to Court approval, incentive awards to the Representative Plaintiffs and other Named Plaintiffs in the following amounts: (a) \$1,000 to each Representative Plaintiff who was deposed; (b) \$750 to each other Representative Plaintiff who is a resident of the United States, and the Canadian dollar equivalent (at the prevailing commercial exchange rate in effect at the time of distribution of the incentive awards) to the Representative Plaintiff who is a resident of Canada; and (c) \$500 to each of the other Named Plaintiffs who are residents of the United States, and the Canadian dollar equivalent (at the prevailing commercial exchange rate in effect at the time of distribution of the incentive awards) to the Named Plaintiff in the Canadian Action, as that term is defined in ¶9.5 who has, through his counsel, acknowledged his consent to this Settlement Agreement.

7.4 Within 21 days of the Effective Date, Gillette shall pay the attorneys' fees, costs, and expenses, as well as the plaintiffs' incentive awards, as set forth above in ¶¶ 7.2 and 7.3, respectively, to the account of Barnow and Associates, P.C., or its successor(s). Settlement Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses consistent with ¶7.2, and shall be responsible for promptly distributing the plaintiff incentive awards, provided, however, Settlement Class Counsel shall not distribute any incentive award to the Named Plaintiff in

the Canadian Action, as that term is defined in ¶9.5 herein, until such action is dismissed as set forth in the third sentence of ¶9.5 herein.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the amount(s) of any incentive awards under ¶7.3, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of any attorneys' fees, costs, or expenses awarded by the Court to Settlement Class Counsel or the amount(s) of any incentive awards under ¶7.3 awarded by the Court shall affect the finality of the Judgment or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims and Supervision and Distribution of Settlement Fund

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members during the Claim Period, except as provided in ¶2.3(b). Any distribution of Replacement Razors or Settlement Razors shall be handled by Gillette. Settlement Class Counsel and Gillette shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate.

8.2 Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within the Claim Period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

8.3 If all conditions of the Settlement Agreement are satisfied and the settlement becomes Final, no portion of the Settlement Fund will be returned to Gillette.

8.4 No Person shall have any claim against the Claims Administrator, Notice Specialist, Gillette, or Settlement Class Counsel based on distributions made substantially in accordance with the Settlement Agreement and the settlement contained herein, or further order(s) of the Court.

9. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

(a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶3.1, hereof;

(b) Gillette has not exercised its option to terminate the Settlement Agreement pursuant to ¶9.3 hereof;

(c) the Court has entered the Judgment granting final approval to the settlement; and

(d) the Judgment has become Final, as defined in ¶1.7, hereof.

9.2 If all of the conditions specified in ¶9.1 hereof are not satisfied, then the Settlement Agreement shall be canceled and terminated subject to ¶9.4 hereof, unless Settlement Class Counsel and counsel for Gillette mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within 7 days after the deadline established by the Court for Persons to request exclusion from the Settlement Class, Settlement Class Counsel shall furnish to counsel for Gillette a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). Gillette, in its sole discretion, shall have the option to terminate this Settlement Agreement if the aggregate number of Persons who submit valid and timely requests for exclusion from the Settlement Class exceeds 4% of the number of units of M3Power Razors sold at retail in the United States and Canada during the Settlement Class Period.

9.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, the Settling Parties shall be restored to their respective positions in the Litigation, except that all scheduled litigation deadlines shall be reasonably extended so as to avoid prejudice to any Settling Party or litigant. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, and expenses awarded to Settlement Class Counsel, and/or the amount of incentive awards under ¶7.3 awarded by the Court, shall constitute grounds for cancellation or termination of the Settlement Agreement.

9.5 The Settling Parties acknowledge that the Litigation includes a lawsuit filed as a putative class action in Canada by Eric Hall, a resident of Canada, as putative class representative, which lawsuit is captioned, *Eric Hall v. Gillette Canada Company and The Gillette Company*, Court File 40721 (Ontario Superior Court of Justice, London, Ontario) (the "Canadian Action"). Eric Hall agrees to the terms of the settlement set forth in this Settlement Agreement, including, without limitation, ¶6.1 hereinabove and this ¶9.5, as signified by the signature of his counsel herein below. The Settling Parties, with Eric Hall, stipulate and agree to a stay of the Canadian Action pending implementation of the settlement contained in this Settlement Agreement and, upon the Effective Date, to dismissal of the Canadian Action with prejudice, and further stipulate and agree to use their best efforts to secure such orders from the Canadian court as may be necessary to implement the

foregoing. In the event that final approval of the settlement is granted as to the United States part of the Settlement Class, but final approval of the settlement is not secured in the consolidated proceedings in Massachusetts with respect to the Canadian part of the Settlement Class, *i.e.*, the Court's entry of Judgment does not grant final approval of the settlement as to the Canadian part of the Settlement Class and finds that the Release provided for in Section 6 hereof does not apply to the Canadian part of the Settlement Class, the settlement will proceed with respect to the United States portion of the settlement only, as modified as follows:

(a) The \$7.5 million Settlement Fund shall be reduced by (i) the actual cost of notice in Canada with at least an approximate 80% reach; (ii) the anticipated cost of Claims Administration in Canada; and (iii) a pro rata Canadian share of the balance of the Settlement Fund remaining after the cost of notice and Claims Administration, as measured by the percentage of M3Power Razor retail unit sales in Canada during the Canadian Settlement Class Period versus the total M3Power Razor retail unit sales in the United States and Canada during the respective class periods. Notwithstanding the foregoing, the amount of the reduction in the \$7.5 million Settlement Fund pursuant to ¶¶9.5(a)(i) and 9.5(a)(ii) shall not exceed a cumulative total of \$650,000, and all such costs in excess thereof shall be borne by Gillette.

(b) Further, Jean-Sebastien Elie shall withdraw as a plaintiff, and the Canadian claims shall be withdrawn, from the consolidated proceedings in Massachusetts, and Eric Hall, Jean-Sebastien Elie, Gillette, and their respective counsel shall use best efforts to secure prompt approval of a parallel settlement of the Canadian claims, on the same terms, from the Canadian court in the Canadian Action.

10. Miscellaneous Provisions

10.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement

all terms and conditions of this Settlement Agreement, and any applicable requirements under the Class Action Fairness Act of 2005, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims which are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

10.3 Neither the Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of Gillette or any of its Related Parties, including, without limitation, any of its subsidiaries or affiliates; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Gillette or any of its Related Parties, including, without limitation, any of its subsidiaries or affiliates, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Gillette or any of its Related Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or

reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 Representative Plaintiffs acknowledge that confirmatory discovery has been conducted and completed by Settlement Class Counsel and that any opportunity of Settlement Class Counsel to withdraw their support for the settlement based on such confirmatory discovery has expired.

10.5 All documents and materials provided by Gillette in confirmatory discovery shall be returned to Gillette, pursuant to ¶20 of the Stipulated Protective Order entered by the Court on March 17, 2006, within 60 days of the Effective Date.

10.6 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.7 This Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the parties hereto (and supersedes the Settlement Agreement entered into by and among the Settling Parties dated as of October 6, 2006, together with the Exhibits attached thereto) and no representations, warranties, or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs.

10.8 Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by the Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate.

10.9 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.10 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.11 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.13 This Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the Commonwealth of Massachusetts, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the Commonwealth of Massachusetts without giving effect to that State's choice of law principles.

10.14 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.15 All dollar amounts are in United States dollars, unless otherwise expressly stated.

10.16 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys, dated as of April 20, 2010.

BEN BARNOW
BARNOW AND ASSOCIATES, P.C.



BEN BARNOW
Co-Lead Counsel

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IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys, dated as of April 20, 2010.

BEN BARNOW
BARNOW AND ASSOCIATES, P.C.

BEN BARNOW
Co-Lead Counsel

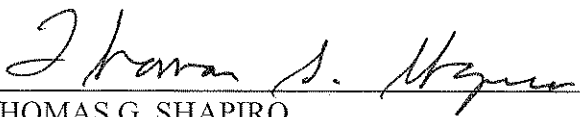
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Attorney for Defendant, The Gillette Company

For ERIC HALL, pursuant to ¶9.5 herein above:

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David B. Williams (LSUC #21482V)
Jonathan J. Foreman (LSUC #45087H)
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Attorney for Defendant, The Gillette Company

For ERIC HALL, pursuant to ¶9.5 herein above:



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519/667-3362 (fax)

Solicitors for Eric Hall

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

_____)	
In re:)	CIVIL ACTION NO. 05-11177-DPW
M3POWER RAZOR SYSTEM)	(LEAD CASE)
MARKETING & SALES PRACTICES)	
LITIGATION)	MDL Docket No. 1704
_____)	
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
_____)	

[PROPOSED] JUDGMENT

WHEREAS, the Representative Plaintiffs and the defendant The Gillette Company (“Gillette”) entered into an Amended Settlement Agreement dated April 20, 2010;

WHEREAS, on _____, _____, the Court entered a Preliminary Approval Order and Publishing of Notice of Final Fairness Hearing (“Preliminary Approval Order”) that, among other things, (a) preliminarily certified, pursuant to Fed. R. Civ. P. 23, a class for the purposes of settlement only; (b) approved the form of notice to Settlement Class Members, and the method of dissemination thereof; (c) directed that appropriate notice of the settlement be given to the Settlement Class; and (e) set a hearing date for final approval of the settlement;

WHEREAS, the notice to the Settlement Class ordered by the Court in its Preliminary Approval Order has been provided, as attested to in the declaration of _____ filed with the Court on _____ [date];

WHEREAS, the governmental notice required by the Class Action Fairness Act, 28 U.S.C. § 1715, has been provided, as attested to in the declaration of _____ filed with the Court on _____ [date]; and

WHEREAS, on _____[**date**], a hearing was held on whether the settlement set forth in the Amended Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class, such hearing date being a due and appropriate number of days after such notice to the Settlement Class and the requisite number of days after such governmental notice;

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the settlement set forth in the Amended Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and the argument of counsel, having determined that the settlement set forth in the Amended Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and noting that, as set forth in Paragraph 7.5 of the Amended Settlement Agreement, the application of Settlement Class counsel for an award of fees, costs and expenses, and the applications of Representative Plaintiffs for incentive awards, are separate from the issue of whether final approval should be given to settlement set forth in the Amended Settlement Agreement, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court incorporates by reference the definitions set forth in the Amended Settlement Agreement. Without limiting the effect of that incorporation, the following terms used in this Judgment have the following meanings defined in the Amended Settlement Agreement:

a. The term “Released Claims” has the following meaning:

Any and all claims (including Unknown Claims), actions, allegations, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether contingent or non-contingent, and whether at law or equity, including those

arising under state or federal law of the United States or under provincial or federal law of Canada (including, without limitation, any causes of action under Mass. Gen. Laws. Ch. 93A, the California Business & Professional Code § 17200 *et seq.* and § 17500 *et seq.*, California Civil Code § 1750 *et seq.*, and any similar statutes in effect in any other states in the United States, the Competition Act of Canada, the Quebec Civil Code, the Quebec Consumer Protection Act, the Ontario Sale of Goods Act, and any similar statutes in effect in Canada or the provinces of Canada; negligent misrepresentation; intentional misrepresentation; breach of express warranty; breach of implied warranty of fitness of particular purpose; and unjust enrichment), and including, but not limited to, any and all claims in any state or federal court of the United States, or any provincial or federal court of Canada, for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, and any other form of relief, that either have been asserted or could have been asserted against Gillette and its Related Parties based on, relating to, or arising out of the allegations, facts, or circumstances alleged in the Litigation. Released Claims shall not include the right of any Settlement Class Member or Gillette to enforce the terms of the settlement contained in the Amended Settlement Agreement. Released Claims shall not include alleged bodily injury claims, if any, of any Settlement Class Member arising from the purported use of an M3Power Razor.

b. The Term "Unknown Claims" has the following meaning:

Any of the Released Claims that any Representative Plaintiff and/or any Settlement Class Member does not know or suspect to exist in his favor at the time of the release of the Released Persons which, if known by him, might have affected his settlement with and release of the Released Persons, or might have affected his decision not to object to and/or participate in this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or Canada, or principle of common law or international or foreign law (including Canadian law), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Representative Plaintiffs and Settlement Class Members, and any of them, may hereafter discover facts in addition to or different from those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs expressly shall have, and each Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the settlement of which this release is a part.

c. The term “Released Persons” has the following meaning:

Gillette and its Related Parties.

d. The Term “Related Parties” has the following meaning:

Gillette’s past or present directors, officers, employees, principals, attorneys, predecessors, successors, parents, subsidiaries, affiliates and related or affiliated entities, including, without limitation, Procter & Gamble, Gillette Canada Company, and any other Person who could have been named as a defendant in any of the United States or Canadian actions in the Litigation.

2. The Court has subject matter jurisdiction of this matter and all claims asserted against Gillette.

3. The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Amended Settlement Agreement,

and these proceedings to all Persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

4. Pursuant to Fed. R. Civ. P. 23 and this Court's Preliminary Approval Order, for the purposes of settling the Released Claims against the Released Persons in accordance with the Amended Settlement Agreement, the following Persons are members of the Settlement Class:

All Persons in the United States of America 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. Excluded from the definition of Settlement Class are Gillette, any entity in which Gillette has a controlling interest or which has a controlling interest in Gillette, Gillette's attorneys, successors, or assigns, the directors and officers of Gillette and the directors and officers of any entity in which Gillette has a controlling interest or which has a controlling interest in Gillette. Also excluded from the definition of Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class.

5. Excluded from the Settlement Class are those Persons identified in Exhibit ___ hereto who submitted timely and valid requests for exclusion from the Settlement Class ("Opt-Outs"). Opt-Outs shall neither share in the distribution of the Settlement Fund nor receive any benefits of the terms of the Amended Settlement Agreement, and shall not be bound by this Judgment.

6. The Representative Plaintiffs and Settlement Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

7. All objections to the settlement set forth in the Amended Settlement Agreement having been considered and having been found either to be mooted by the settlement or not supported by credible evidence, the settlement set forth in the Amended Settlement Agreement is in all respects, fair, adequate, reasonable, proper, and in the bests of the Settlement Class, and is hereby approved.

8. Representative Plaintiffs, Gillette, and Settlement Class Members shall consummate the settlement according to the terms of the Amended Settlement Agreement. The Amended Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

9. The Amended Consolidated Class Action Complaint and all the claims alleged in the Litigation are hereby dismissed with prejudice, each party to bear his own costs, except as may be expressly provided in the Amended Settlement Agreement.

10. Each Released Claim of each Settlement Class Member, irrespective of whether such Settlement Class Member submitted a claim for payment or a Replacement Razor or a claim for a Settlement Razor under paragraph 2.3(b) of the Amended Settlement Agreement, is hereby extinguished as against the Released Persons. Representative Plaintiffs and each Settlement Class Member shall be deemed conclusively to have compromised, settled, discharged, and released the Released Claims against the Released Persons upon the terms and conditions provided in the Amended Settlement Agreement.

11. Settlement Class Members, irrespective of whether a Settlement Class Member submitted a claim for payment or a Replacement Razor or a claim for a Settlement Razor under paragraph 2.3(b) of the Amended Settlement Agreement, shall be and hereby are permanently barred and enjoined from, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, commencing, prosecuting, or participating in any recovery in, any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims against the Released Persons is asserted.

12. The Released Persons shall be deemed conclusively to have fully, finally, and forever released, relinquished, and discharged the Representative Plaintiffs, the Settlement Class Members, Settlement Class Counsel, and all other plaintiffs' counsel who have consented to and joined in the settlement, from all claims based upon or arising out of the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims, except as set forth in the Amended Settlement Agreement.

13. Neither this Judgment, the Amended Settlement Agreement, the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Amended Settlement Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of Gillette or any of its Related Parties, including, without limitation, any of its subsidiaries or affiliates; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Gillette or any of its Related Parties, including, without limitation, any of its subsidiaries or affiliates, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Gillette or any of its Related Parties may file the Amended Settlement Agreement and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. The Court has reviewed the attorneys' fees, costs and expenses petition filed by Co-Lead Settlement Class Counsel on behalf of all Plaintiffs' Counsel and awards fees, costs, and expenses in the amount of \$1,850,000. Further, the Court awards incentive awards in the

amount of (a) \$1,000 in U.S. dollars to each Representative Plaintiff who was deposed; (b) \$750 in U.S. dollars to each other Representative Plaintiff who is a resident of the United States, and the Canadian dollar equivalent (at the prevailing commercial exchange rate in effect at the time of distribution of the incentive awards) to the Representative Plaintiff who is a resident of Canada; and (c) \$500 in U.S. dollars to each of the other Named Plaintiffs who are residents of the United States, and the Canadian dollar equivalent (at the prevailing commercial exchange rate in effect at the time of distribution of the incentive awards) to the Named Plaintiff in the Canadian Action who has, through his counsel, acknowledged his consent to the Amended Settlement Agreement, such latter amount not due until dismissal of the Canadian Action with prejudice. All fee, cost, and expense payments by Gillette shall be made to Co-Lead Settlement Class Counsel. The Court recognizes that Messrs. Barnow and Rothman are most familiar with the participation and contributions of Plaintiffs' Counsel in this litigation, and, accordingly hereby orders and provides that they shall be and are hereby authorized to allocate and distribute said funds amongst Plaintiffs' Counsel in their discretion to be reasonably applied. Any dispute concerning said allocations shall be under the jurisdiction of this Court.

15. The parties have stipulated and the Court has determined that the Court's decision to grant final approval of the settlement set forth in the Amended Settlement Agreement is separate from the issues raised by Settlement Class Counsel's petition for fees, costs, and expenses, as well as plaintiff applications for incentive awards.

16. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over the Settling Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Amended Settlement Agreement.

17. In the event the Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Amended Settlement Agreement, this Judgment and all orders entered in connection herewith shall be vacated and null and void.

SO ORDERED.

Honorable Douglas P. Woodlock
United States District Court Judge

Dated: _____

EXHIBIT B

**CLAIM FORM
 LIMITED TO ONE PER PERSON, AND THREE PER HOUSEHOLD**

MUST BE POSTMARKED NO LATER THAN [DATE] and SENT TO EITHER:

**M3POWER SETTLEMENT ADMINISTRATOR
 C/O RUST CONSULTING, INC.
 P.O. BOX XXX
 WEST PALM BEACH, FL 33416**

-OR-

**M3POWER SETTLEMENT ADMINISTRATOR
 C/O RUST CONSULTING, INC.
 P.O. BOX XXX
 XXXX, CANADA XXXX**

A. NAME AND ADDRESS:

First Name: _____ Middle Initial: _____ Last Name: _____

Mailing Address: _____

City/Town: _____ State/Province: ____ Zip Code/Postal Code: _____

B. CERTIFICATION: BY SIGNING BELOW, I CERTIFY THAT I LIVE IN THE UNITED STATES OR CANADA, AND THAT I ACQUIRED FOR USE AND NOT RESALE AN M3POWER RAZOR (CHECK ONE):

_____ IN THE UNITED STATES BETWEEN MAY 1, 2004 AND SEPTEMBER 30, 2005, OR

_____ IN CANADA BETWEEN MAY 1, 2004 AND OCTOBER 31, 2005.

I ALSO HEREBY CERTIFY THAT I AM NOT SUBMITTING ANY OTHER CLAIM FOR A REFUND, REBATE, OR REPLACEMENT RAZOR

C. CHOICE BETWEEN REFUND OR REBATES OR REPLACEMENT RAZOR:

CHOOSE EITHER THE REFUND OPTION, OR THE REBATES OPTION OR THE REPLACEMENT RAZOR OPTION. YOU MAY NOT CHOOSE MORE THAN ONE OPTION.

REFUND OPTION.	REBATES OPTION.	REPLACEMENT RAZOR OPTION.
I am enclosing the M3Power Razor that I purchased or otherwise acquired. YES _____ (required for this option) The refund is \$13 U.S. or \$16.25 Canadian. OPTIONAL: To claim a higher refund, you MUST ALSO submit a receipt for the M3Power Razor showing that the price paid was more than \$13 US or \$16.25 Canadian.	I am claiming: One Rebate _____. Two Rebates _____. The rebates are \$5 U.S. each, or the equivalent in Canadian dollars, on purchase(s) of M3Power blades <i>and/or</i> Fusion or Fusion ProGlide razors (manual or battery powered). You MUST enclose the UPC code <i>or</i> a receipt for each purchase to claim a rebate. You cannot receive two rebates on the purchase of a single item.	I am electing to receive a new Gillette manual men's razor . YES _____ NO _____

See the Notice of Class Action Settlement for details, available at www.m3powersettlement.com or by calling 1-800-xxx-xxxx.

D. I DECLARE UNDER PENALTIES OF PERJURY THAT THE ABOVE IS TRUE AND CORRECT.

Signature: _____

Date: _____

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

_____)	
In re:)	CIVIL ACTION NO. 05-11177-DPW
M3POWER RAZOR SYSTEM)	(LEAD CASE)
MARKETING & SALES PRACTICES)	
LITIGATION)	MDL Docket No. 1704
_____)	
THIS DOCUMENT RELATES TO:)	
ALL CASES)	
_____)	

[PROPOSED] ORDER OF PRELIMINARY APPROVAL AND PUBLISHING OF NOTICE OF FINAL FAIRNESS HEARING

Before the Court is a joint petition by the Representative Plaintiffs and by the defendant The Gillette Company (“Gillette”), and briefs in support thereof submitted by the Representative Plaintiffs and Gillette requesting that the Court enter an Order (i) preliminarily certifying pursuant to Fed. R. Civ. P. 23 a class for the purposes of settlement only; (ii) preliminarily approving pursuant to Fed. R. Civ. P. 23(e) the proposed settlement set forth in the Amended Settlement Agreement, and exhibits thereto, which was filed with the Court on April __, 2010; (iii) appointing representatives of, and co-lead counsel for, the Settlement Class; (iv) approving the summary form of notice (“Summary Notice”) and long form of notice (“Notice”) attached as Exhibits D and E to the Amended Settlement Agreement, respectively; (v) appointing Kinsella Media as Notice Specialist and a claims administrator selected by Gillette and approved by Settlement Class Counsel as Claims Administrator; and (vi) approving the proof of claim attached as Exhibit B to the Amended Settlement Agreement (“Proof of Claim”).

Having reviewed and considered the Amended Settlement Agreement, the joint motion for preliminary approval of the settlement and the supporting briefs and responses thereto as to

the proposed settlement of this matter (including in relation to the now superseded Settlement Agreement dated as of October 6, 2006), and having heard and considered the argument of counsel, the Court makes the findings and grants the relief set forth below, preliminarily approving the settlement contained in the Amended Settlement Agreement upon the terms and conditions set forth in this Order. Terms and phrases in this Order shall have the same meaning as defined in the Amended Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Having made the findings set forth below, the Court hereby certifies a plaintiff class for settlement purposes only in accordance with the terms of the Amended Settlement Agreement (the "Settlement Class"). The Settlement Class is defined as:

All Persons in the United States of America 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. Excluded from the definition of Settlement Class are Gillette, any entity in which Gillette has a controlling interest or which has a controlling interest in Gillette, Gillette's attorneys, successors, or assigns, the directors and officers of Gillette and the directors and officers of any entity in which Gillette has a controlling interest or which has a controlling interest in Gillette. Also excluded from the definition of Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class.

"Settlement Class Member(s)" means a Person(s) who falls within the definition of the Settlement Class.

As provided for in the Amended Settlement Agreement, if this Court does not grant final approval of the settlement set forth in the Amended Settlement Agreement, or if the settlement is terminated or cancelled pursuant to the terms of the Amended Settlement Agreement, then the Amended Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never

been certified, without prejudice to any party's position on the issue of class certification or any other issue.

2. The Settlement Class is so numerous that joinder of all members is impracticable.

3. The Court finds, based on the terms of the settlement described in the Amended Settlement Agreement that:

a. There are questions of law and fact common to the Settlement Class.

b. The claims of the Representative Plaintiffs are typical of the claims of the Settlement Class.

c. The Representative Plaintiffs and Settlement Class Counsel will fairly and adequately represent the interests of the Settlement Class. There are no conflicts of interest between members of the Settlement Class.

d. Questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual members of the Settlement Class.

e. Certification of the Settlement Class is superior to other methods for the fair and efficient adjudication of this controversy.

4. Accordingly, the Court hereby certifies the Settlement Class, for settlement purposes only, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

5. The Court preliminarily approves the settlement set forth in the Amended Settlement Agreement as fair, reasonable, and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure and the Class Action Fairness Act of 2005 ("CAFA"), subject to final consideration at the Final Fairness Hearing provided for below.

6. Mark Dearman, Anthony DeBiseglia, Matthew Marr, Adam Kline, Greg Besinger, Collin L. McGeary, Javier Tunon, and Jean-Sebastien Elie are appointed as

representatives of the Settlement Class (“Representative Plaintiffs”). Ben Barnow, Barnow and Associates, P.C., and Robert M. Rothman, Robbins Geller Rudman & Dowd LLP, are appointed as co-lead counsel for the Settlement Class (“Settlement Class Counsel”).

7. A hearing (the “Final Fairness Hearing”) shall be held before this Court on _____[**date**] at _____[**time**] in Courtroom ____ of the United States District Court for the District of Massachusetts, One Courthouse Way, Boston, Massachusetts, to determine (a) whether the settlement set forth in the Amended Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class; (b) whether a Judgment as provided in the Amended Settlement Agreement should be entered granting final approval of the Settlement; (c) whether, and in what amount, attorneys’ fees and expenses should be awarded to Settlement Class Counsel; (d) whether, and in what amount, incentive awards should be made to the Representative Plaintiffs. The Court may adjourn and/or continue the Final Fairness Hearing without further notice to Settlement Class Members.

8. The Court approves as to form and content the Summary Notice and Notice in the forms attached as Exhibit D and E to the Amended Settlement Agreement, respectively.

9. The Court approves and appoints Kinsella Media as Notice Specialist and a claims administrator selected by Gillette and approved by Settlement Class Counsel as Claims Administrator, as set forth in the Amended Settlement Agreement.

10. The Court approves as to form and content the Proof of Claim in the form attached as Exhibit B to the Amended Settlement Agreement.

11. At such time as notice of the proposed settlement to the Settlement Class proceeds, Gillette shall cause the Summary Notice to be published with a reach of not less than approximately 80% of the putative class in both the United States and Canada, through

publication in a range of consumer magazines, newspapers, and/or newspaper supplements to be designated by the Notice Specialist consistent with the publication plan submitted in support of the motion for issuance of this order, and the Claims Administrator shall establish a dedicated settlement website, and shall maintain and update the website throughout the Claim Period, with the forms of Summary Notice, Notice, Proof of Claim, and the Amended Settlement Agreement. The forms of Summary Notice, Notice, and Proof of Claim approved by the Court, and the Summary Notice publication plan approved by the Court, may be modified by the Notice Specialist and/or Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.

12. The Court finds that the publication of the Summary Notice and the availability of the Notice in the matter set forth herein is the best notice practicable under the circumstances, and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

13. No later than 10 calendar days before the final Fairness Hearing, counsel for Gillette shall file with the Court one or more declarations stating that, in accordance with the terms of this Order, the Summary Notice was published and that the Notice was posted at a dedicated settlement website.

14. Gillette shall comply with its obligations to give notice under CAFA, 28 U.S.C. § 1715, in connection with the proposed settlement. No later than 10 calendar days before the Final Fairness Hearing, counsel for Gillette shall file with the Court one or more declarations stating that Gillette has complied with its notice obligations under 28 U.S.C. § 1715.

15. Each Person wishing to opt out of the Settlement Class shall individually sign and timely submit a written notice of such intent to a designated Post Office box established by the

Claims Administrator, as set forth in the Notice. The written notice must clearly manifest an intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked at least 21 days prior to the date of the Final Fairness Hearing as set forth in the Notice.

16. Within 7 days after the deadline for Persons to request exclusion from the Settlement Class, Settlement Class Counsel shall furnish to counsel for Gillette a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

17. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Amended Settlement Agreement, the Judgment entered thereon, and all Orders entered by the Court in connection with the settlement set forth in the Amended Settlement Agreement. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not share in the distribution of the Settlement Fund and shall neither receive any benefits nor be bound by the terms of the Amended Settlement Agreement.

18. Settlement Class Members who wish to participate in the settlement and submit a claim for a refund or rebate(s) shall send to the Claims Administrator, postmarked by the last day of the Initial Claim Period, either a Proof of Claim, completed in accordance with the instructions on the Proof of Claim, or a written request containing substantially the same information. All Settlement Class Members who fail to submit either a Proof of Claim or a written request containing substantially the same information within the Initial Claim Period or who fail to submit a claim for a Settlement Razor pursuant to ¶2.3(b) of the Amended Settlement Agreement within the Residual Claim Period shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth in the Amended Settlement Agreement

but will in all other respects be subject to and bound by the provisions of the Amended Settlement Agreement, the releases contained therein, and the Judgment.

19. Each Settlement Class Member wishing to object to the settlement shall submit a timely written notice of his objection, which shall set forth the reasons for the Settlement Class Member's objection, and further state whether the objector intends to appear at the Final Fairness Hearing. The objection also must provide information identifying the objector as a Settlement Class Member, such as proof of purchase (*e.g.*, a store receipt), or an affidavit setting forth, in as much detail as the objector remembers, the fact of purchase(s), the product(s) purchased, the price paid for the product(s), the approximate date of said purchase(s), and the place of the purchase(s). To be timely, written notice of an objection in appropriate form must be filed with the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210, 21 days prior to the date set for the Final Fairness Hearing in the Notice, and served concurrently therewith upon Settlement Class Counsel (Ben Barnow, Barnow and Associates, P.C., One North LaSalle Street, Suite 4600, Chicago, IL 60602, or Robert Rothman, Robbins Geller Rudman & Dowd LLP; 58 South Service Road, Suite 200, Melville, NY 11747) and counsel for Gillette (Harvey J. Wolkoff, Ropes & Gray LLP, One International Place, Boston, MA, 02110).

20. All discovery and pretrial proceedings in this Litigation, are stayed and suspended until further order of this Court. The Court further orders that Gillette's time to answer or otherwise respond to the Amended Consolidated Complaint is extended without date.

21. Pending the final determination of the fairness, reasonableness, and adequacy of the settlement set forth in the Amended Settlement Agreement, no Settlement Class Member, either directly, representatively, or in any other capacity, shall institute, commence, or prosecute

against the Released Parties any of the Released Claims in any action or proceeding in any court or tribunal.

22. Neither the Amended Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Amended Settlement Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of Gillette or any of its Related Parties, including, without limitation, any of its subsidiaries or affiliates; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Gillette or any of its Related Parties, including, without limitation, any of its subsidiaries or affiliates, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

23. In the event the Court does not grant final approval of the Amended Settlement Agreement or the settlement set forth in the Amended Settlement Agreement is terminated in accordance with its terms, the Settling Parties shall be restored to their respective positions in the Litigation, except that all scheduled litigation deadlines shall be reasonably extended so as to avoid prejudice to any Settling Party or litigant. In such event, the terms and provisions of the Amended Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Amended Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

SO ORDERED.

Honorable Douglas P. Woodlock
United States District Court Judge

Dated: _____, 2010

EXHIBIT D

LEGAL NOTICE

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

You May Be Entitled To Benefits From A Class Action Settlement

There is a proposed settlement with The Gillette Company in a class action lawsuit, *In re M3Power Razor System Marketing & Sales Practices Litigation*.

What is the Class Action Lawsuit About?

The lawsuit challenges the accuracy of Gillette's advertisements for the M3Power Razor ("M3P"). Plaintiffs claim Gillette's advertisements that the M3P "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.

Who Is A Class Member?

Settlement Class Members include all persons in the USA or Canada who obtained an M3P in the USA between May 1, 2004 and **September 30, 2005**, or in Canada between May 1, 2004 and **October 31, 2005**. Persons who purchased the M3P for re-sale are **excluded** from the Class.

What Does The Proposed Settlement Provide?

Gillette has agreed to make \$7,500,000 available to a Settlement Fund. The fund will be used to provide Settlement Class Members who submit a valid, timely claim with **either** a refund (a minimum of \$13 US or \$16.25 Canadian, depending on the place of purchase) for their M3P, **or** up to two \$5 US rebates (up to a total of \$10 US, or the equivalent in Canadian dollars) for any M3Power blades and/or any Fusion or Fusion ProGlide razor purchased before **Month Date, Year**, **or** a new Gillette manual men's razor as a replacement, and other relief.

Claims are limited to one per person and three per household. If claims exceed the amount available for settlement benefits, claimants for replacement razors will not receive a benefit and the refunds and rebates will be reduced pro-rata. If claims do not exceed the amount available for settlement benefits, class members may receive additional benefits.

Who Represents Me?

The U.S. District Court for the District of Massachusetts has appointed Ben Barnow, Barnow and Associates, P.C., and Robert M. Rothman, Robbins Geller Rudman & Dowd LLP, as Settlement Class Counsel. Subject to Court approval, Gillette will pay fees, costs, and expenses of Settlement Class Counsel, as well as incentive awards to the individual plaintiffs who brought the lawsuit. These amounts will not be deducted from the Settlement Fund. You may hire your own attorney, if you wish, at your own expense.

What Are My Legal Rights?

If you do not want to be legally bound by the proposed settlement, you must exclude yourself in writing, postmarked by **Month Date, Year**, and sent to the Settlement Administrator at one of the addresses below. If you stay in the Settlement Class, you may file a claim. Your claim must be postmarked by **Month Date, Year**. You may object to any aspect of the proposed settlement. Your written objection must be postmarked by **Month Date, Year**. You also may request in writing to appear at the Final Fairness Hearing. The Court will hold a Final Fairness Hearing on _____ at _____ to consider whether the proposed settlement is fair, reasonable, and adequate and the motion for attorneys' fees, costs, and expenses. If objections have been received, the Court will consider them at this time.

How Do I Obtain Further Information?

This is only a summary of the proposed settlement. For a more detailed Notice on the proposed settlement, a copy of the Settlement, and how to file a claim:

**Call 1-800-xxx-xxxx (Se Habla Espanol), Visit: www.m3powerettlement.com,
or Write: M3Power Settlement Administrator, [U.S. P.O. Box address] or
M3Power Settlement Administrator, [Canadian P.O. Box address]**

EXHIBIT E

**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.*

[Insert in both French and Spanish: For More Information On this Proposed Settlement Visit
www.xxxx]

- 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 **[date of final fairness hearing]**.

Questions? Call Toll-Free 1-800-###-#### or visit www._____.com

Para Una Notificación En Español, Visite Nuestro Sitio De Internet

[Insert Similar Instructions in French]

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:
<p style="text-align: center;"><i>Remain in the Settlement Class</i></p>	<p><i>You stay in the lawsuit</i> 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 XX.</p>	<p style="text-align: center;"><u><i>N/A</i></u></p>
<p style="text-align: center;"><i>Exclude Yourself</i></p>	<p><i>You get out of the Class.</i> 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 XXXX.</p>	<p style="text-align: center;"><u><i>Postmarked by Month Date Year</i></u></p>
<p style="text-align: center;"><i>Object to the Proposed Settlement</i></p>	<p><i>You object to the proposed settlement.</i> 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 XX.</p>	<p style="text-align: center;"><u><i>Postmarked by Month Date Year</i></u></p>

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

- 1. Why is this Notice being provided?..... X
- 2. What is the lawsuit about? X
- 3. Why is this a class action? X
- 4. Why is there a proposed settlement? X

WHO IS IN THE PROPOSED SETTLEMENT

- 5. How do I know if I am part of the proposed settlement?..... X
- 6. Are there exceptions to being included?.....X
- 7. What if I am not sure whether I am included?.....X

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU GET

- 8. What does the proposed settlement provide and what may I receive? X
- 9. What happens if the proposed settlement benefits remain available after the refund, ... rebate and replacement razor benefits are distributed?.....X
- 10. What am I giving up as part of the proposed settlement?.....X

HOW TO GET A SETTLEMENT BENEFIT – SUBMITTING A CLAIM FORM

- 11. How can I get a settlement benefit?.....X
- 12. When will I get my check?X
- 13. What happens if the proposed settlement is not approved or does not go into effect?.X

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT?

- 14. If I exclude myself, can I get anything for this proposed settlement?X
- 15. If I do not exclude myself, can I sue later?X
- 16. How do I get out of the proposed settlement? X

THE LAWYERS REPRESENTING YOU

- 17. Do I have a lawyer in the case? X
- 18. How will the lawyers be paid?..... X

OBJECTING TO THE PROPOSED SETTLEMENT

- 19. How do I tell the Court if I do not like the proposed settlement?.....X
- 20. What is the difference between objecting and asking to be excluded?.....X

THE COURT’S FINAL FAIRNESS HEARING

- 21. When and where will the Court decide whether to approve the proposed settlement?..... X
- 22. Do I have to come to the hearing?X
- 23. May I speak at the hearing? X

IF I DO NOTHING

24. What happens if I do nothing at all?..... X

GETTING MORE INFORMATION

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

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* Question ___) 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 in the proposed settlement?**

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 1-800-####-####. You also may write with questions to [name/address of claim administrator].

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 **Month Date, Year, 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 X 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 **Month Date, Year**. 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 X 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.XXXXXXXXXX.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.XXXXXXX.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 ___ 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 1-800-###-#### or at www._____.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 [the end of the Initial Claim Period], or such Fusion or Fusion ProGlide razor was purchased during the period beginning January 1, 2006 through [the end of the Initial Claim Period]. 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 **Month Date, Year** and mailed to: [**insert addresses**].

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 **Month Date, Year** to: [insert addresses].

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;
 - (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 **Month Date, Year**

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 <p style="text-align: center;">-OR-</p> 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 One International Place Boston, MA 02110

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 [time] on [date], at the United States District Court for the District of Massachusetts, Court Room No. [x], 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._____.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 ___ above. It must be postmarked no later than **Month Date, Year**. 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._____.com. You also may write with questions to [address]. You can get a claim form at the Web site, or by calling the toll free number, 1-800-###-####. Or, you can call Settlement Class Counsel, identified in Question ___.