

CIRCUIT COURT FOR THE 20TH JUDICIAL CIRCUIT, COUNTY OF ST. CLAIR, STATE OF ILLINOIS

IF YOU BOUGHT U BY KOTEX®-BRAND TAMPONS BETWEEN MARCH 8, 2013 AND NOVEMBER 19, 2019, YOU COULD RECEIVE A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

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

- This Notice informs you of a proposed Settlement in a class action lawsuit alleging that Defendant Kimberly-Clark Worldwide, Inc. (“Defendant”) manufactured and sold defective U by Kotex® tampon products.
- The Settlement will provide up to \$7,000,000 to pay claims for those who purchased one or more boxes of U by Kotex® tampon products. Class members can receive up to \$30 in cash without Proof of Purchase. Class members can receive a cash benefit based on the retail value of U by Kotex® tampon products above \$30 with Proof of Purchase. To qualify, you must have purchased one or more of the following products from March 8, 2013 through November 19, 2019:
 - **U by Kotex® Sleek® Tampons, U by Kotex® Fitness® Tampons, U by Kotex® Click® Tampons, and U by Kotex® Security® Tampons in Regular, Super, or Super-Plus Absorbency**
- Defendant denies any wrongdoing or unlawful conduct and asserts that the products at issue were safe to use and were manufactured consistent with the law. The Court has not decided who is right. Both sides have agreed to settle the dispute and give benefits to Class Members.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY AUGUST 18, 2020	This is the only way to receive a cash benefit.
EXCLUDE YOURSELF BY JULY 6, 2020	Exclude yourself by July 6, 2020 and get no benefit from the proposed Settlement. This is the only choice that allows you to participate in another lawsuit against Defendant about the claims at issue in this case for the products and claims covered by the Class Period.
OBJECT BY JULY 6, 2020	You can write to the Court by July 6, 2020 about why you don’t like the Settlement.
GO TO A HEARING	You can ask to speak in Court about the fairness of the proposed Settlement. You must do so in writing by July 6, 2020 .
DO NOTHING	Get no payment. Give up your rights to sue Defendant regarding any of the claims at issue in this case.

- The Court in charge of this case still must decide whether to approve the proposed Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.
- Please be patient. Your legal rights are affected whether you act or not. **Read this Notice carefully because it explains decisions you must make and actions you must take now.**

QUESTIONS? VISIT www.KotexSettlement.com, OR CALL TOLL-FREE 1-888-484-0034.

Para una notificación en Español, por favor llame o visite nuestro website.

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BASIC INFORMATION

1. Why was this Notice issued?

This Notice, given pursuant to an Order of the Court dated **April 21, 2020**, describes a proposed Settlement of a class action against Defendant Kimberly-Clark Worldwide, Inc. (“Defendant”), *Moore v. Kimberly-Clark Worldwide, Inc.*, Case No. 19 L 0846 (Ill. Cir. Ct. 2019). The Court in charge of this lawsuit is the Circuit Court for the 20th Judicial Circuit, County of St. Clair, State of Illinois.

The people who sued are called the “Plaintiffs,” and Kimberly-Clark is the “Defendant.”

This Notice is provided because you have the right to know about a proposed Settlement of a class action lawsuit, and about your rights and options, before the Court decides whether to approve the proposed Settlement.

Plaintiff Moore’s Class Action Complaint and the Settlement Agreement, called the “Stipulation of Class Action Settlement” or “Agreement,” are available at www.KotexSettlement.com and provide greater detail concerning this lawsuit and the rights and duties of the parties and Class Members.

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.KotexSettlement.com, by contacting Plaintiffs’ Counsel (see Section 19 below), or by contacting the Settlement Administrator at **1-888-484-0034**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

If you are a Class Member, your legal rights are affected whether you act or do not act, so please read this Notice carefully.

2. What is this lawsuit about?

The lawsuit claims that the Subject Products (defined further under Question 7) manufactured and sold by Kimberly-Clark are valueless because of an alleged defect that causes the Subject Products to unravel and/or come apart upon removal, which in some cases allegedly caused users to seek medical attention to remove tampon pieces left in the body. Additionally, the defect allegedly present in the Subject Products can cause infections, vaginal irritation, localized vaginal injury, and other symptoms. The lawsuit also claims that Defendant was unjustly enriched as a result of manufacturing and selling the allegedly defective Subject Products.

Defendant denies that it did anything wrong or unlawful and asserts that the Subject Products were not defective. Plaintiff believes the alleged claims are strong. The Court did not rule in favor of either party. Plaintiff entered into the Settlement to avoid the delay, risks, and increased costs associated with continued litigation and believes the Settlement is in the best interests of the Class. Defendant entered into a Settlement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation and to eliminate future controversy with respect to this lawsuit. Accordingly, the parties have agreed to a proposed Settlement, and Defendant agreed, under the terms of the Settlement, to provide you with an opportunity to submit a valid and timely Claim Form through which you may be eligible to receive monetary compensation.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people who have similar claims. Together, all of these people are “Class Members.” One Court resolves the issues for all Class Members in a class action, except for those who exclude themselves from the Class. The Honorable Judge Christopher Kolker presides over this action.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or the Defendant. Instead, both sides have agreed to the proposed Settlement. By agreeing to the proposed Settlement, they avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that Defendant did anything wrong, or that the Plaintiff and the Class would or would not win their case if it were to go to trial. The parties believe that the proposed Settlement is fair, reasonable, and adequate, and will provide substantial benefits to the Class.

WHO IS PART OF THE SETTLEMENT?

5. Who is included in the proposed Settlement?

The Class includes all persons in the United States and United States Territories who bought at retail one or more of the Subject Products (defined further under Question 7) during the period March 8, 2013 through November 19, 2019 (the “Class Period”).

6. Are there exceptions to being included?

Specifically excluded from the Class are:

- (a) Defendant and its employees, principals, officers, directors, agents, affiliated entities, legal representatives, successors, and assigns;
- (b) The judges to whom the Action has been or is assigned and any members of their immediate families;
- (c) those who purchased the Subject Products for the purpose of resale; and
- (d) All persons who have filed a timely Request for Exclusion from the Class. (Explained further under Questions 16-18 below.)

The proposed Settlement does not include a release of any claims for personal injury or wrongful death relating to the use of the Subject Products.

7. Which products are included?

The Subject Products in this Settlement are the following tampon products sold by Defendant during the Class Period under **U by Kotex®** product lines:

- U by Kotex® Sleek® Tampons, U by Kotex® Fitness® Tampons, U by Kotex® Click® Tampons, and U by Kotex® Security® Tampons in Regular, Super, and Super-Plus Absorbency.

8. What if I’m still not sure if I’m included?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit the website, www.KotexSettlement.com, or call the toll-free number, **1-888-484-0034**. You may also send questions to the Settlement Administrator at: Moore v. Kimberly-Clark Worldwide Inc., Kotex Settlement Administrator, P.O. Box 8612, Philadelphia, PA 19101-8612.

THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

9. What does the Settlement provide?

If the Settlement is approved and becomes final, the Settlement provides a maximum fund of up to \$7,000,000 to resolve the lawsuit. This represents Defendant's total financial commitment under the Settlement to pay Class Members and will be used to make payments to Class Members who file valid and timely claims by submitting a Claim Form (*see* Question 14). This amount does not include the payment of Attorney's Fees, Costs, and Expenses and Service Awards (*see* Question 20), or Settlement Notice and Administration Expenses. Attorney's Fees, Costs, and Expenses and Service Awards and Settlement Administration Expenses shall be paid in addition to the benefits to be paid out to Class Members and shall not derogate in any way from the cash payments owed to Class Members.

The Settlement Agreement, called the "Stipulation of Class Action Settlement" or "Agreement," available at www.KotexSettlement.com, has more information regarding the Settlement.

10. What can I get from the Settlement?

You may be entitled to a \$6.00 cash payment for each box of Subject Product you purchased during the Class Period, up to a maximum of \$30.00 in cash if you do not have Proof of Purchase. Class Members who claim more than \$30.00 in benefits must submit Proof of Purchase establishing purchase(s) during the Class Period for each box of Subject Product claimed in excess of \$30.00 and may receive benefits based on the retail value of the Subject Products shown in the Proofs of Purchase.

If the total value of all approved claims is greater than the amount of money available to pay claims, eligible Class Members' payments will be reduced proportionally. Thus, the amount of your payment will depend on the total amount of money you spent on the Subject Products during the Class Period, whether you have Proof of Purchase for the products you bought, and on the number of Class Members who choose to make a claim.

The actual amount available for each eligible Class Member who submits a valid and timely Claim Form (or "Authorized Claimant"), whether or not Proof of Purchase is submitted with a Claim Form, will not be determined until after all Claims Forms have been received and may not be determined until after the proposed Settlement is final. The maximum claim values above are the maximum amounts a Class Member could receive assuming there is no reduction in the value of the claims as explained above.

11. What am I giving up if I stay in the Class?

If you meet the definition of a Class Member, you are part of the Class, unless you exclude yourself.

This means that you can't sue, continue to sue, or be part of any other lawsuit, arbitration, or other proceeding against Defendant or any other "Released Party" about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. **You are a Class Member and bound by the Settlement whether or not you file a Claim Form or receive a payment.**

When and if the Settlement is approved, Plaintiffs and Class Members who do not validly exclude themselves from the Class pursuant to the Settlement will be deemed to have released Defendant and other "Released Parties" (as defined in the Agreement) from any and all Released Claims (as defined in the Agreement).

A word-for-word copy of the Release sections from the Agreement are copied below. Please carefully read the following excerpts from the Agreement regarding "Released Claims":

"Released Claims" means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) of every nature and

description whatsoever, monetary, injunctive, or equitable, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including Unknown Claims as of the Notice Date by Plaintiffs and all Class Members (and Plaintiffs' and Class Members' respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that:

(i) were asserted or that could have been reasonably asserted in the Action or Related Action against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or referred to in the Action or Related Action (including, but not limited to, alleged violations of the Consumers Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*), the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*), or similar laws of any state or United States territory, and claims for injunctive relief, breach of warranty, breach of the implied warranty of merchantability, negligent misrepresentation, fraud, and unjust enrichment); or

(ii) were asserted or that could have been reasonably asserted by any Class Member against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or referred to, including all claims for monetary, injunctive, or equitable relief that relate in any way to allegations that the Subject Products are defective; or

(iii) relate in any way to communications, disclosures, representations, statements, claims, nondisclosures and/or omissions, packaging, advertising, labeling, selling, testing, and/or marketing of or concerning the Subject Products related to the Defect or unraveling of the Subject Products; or

Notwithstanding any other provision of this Agreement, "Released Claims" does not include claims for personal injury or wrongful death. Plaintiffs and Class Members are not releasing any claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action relating to personal injuries or wrongful death, and any such allegations or claims shall be dismissed without prejudice.

"Released Parties" shall mean Defendant, its subsidiaries, current and former parents, affiliates, predecessors, successors, and assigns, and each of their past, present and future officers, directors, employees, agents, representatives, attorneys, heirs, administrators, executors, predecessors and successors. It is expressly understood that, to the extent a Released Party is not a Party to this Agreement, all such Released Parties are intended third party beneficiaries of this Agreement.

"Releasing Parties" means Plaintiffs, Plaintiffs' Counsel, all Class Members, and any person claiming by or through each Class Member, including but not limited to spouses, children, wards, heirs, devisees, legatees, invitees, employees, associates, co-owners, attorneys, agents, administrators, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, or affiliates.

Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Final Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties. In connection with the Released Claims, each Releasing Party shall be deemed as of the Effective Date to have expressly, knowingly, and voluntarily waived any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, and any statute, rule, and legal doctrine similar, comparable, or equivalent to Section 1542, which provides as follows:

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

In connection with such waiver and relinquishment, the Releasing Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that

they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, whether known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the Releasing Parties expressly acknowledges that he/she/it has been advised by its attorney of the contents and effect of Section 1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits he/she/it may have had pursuant to such section. Plaintiffs and Class Members are not releasing any claims for personal injuries or wrongful death. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and constitutes a material element of the Settlement of which this release is a part.

The Agreement is available at www.KotexSettlement.com and describes in further detail the claims that you give up if you remain in the Settlement.

12. When will I get my payment, if any?

The Court will hold a Fairness Hearing on **July 20, 2020** during which it will decide whether it will finally approve all terms of the Settlement. If the Court approves the Settlement, there may be appeals or other challenges. Payment is contingent upon the Court's final approval of the proposed Settlement. After the Court enters an order and judgment finally approving the Settlement and all objections and appeals (if any) are resolved, the checks will be mailed within forty-five (45) calendar days.

The progress of the approval process and expected dates of payment will be updated periodically on www.KotexSettlement.com and can also be obtained by calling toll free **1-888-484-0034**.

If there are appeals, resolving them can take time (potentially more than a year). Please be patient.

HOW TO RECEIVE A PAYMENT

13. How can I get a payment?

To get a payment under the Settlement, you must mail in a Claim Form or submit a Claim Form electronically at www.KotexSettlement.com. You may obtain and print a Claim Form and other relevant documents by visiting www.KotexSettlement.com.

Please read the instructions carefully and fill out the form completely and accurately.

Claim Forms can be submitted two ways: electronically or by mail. Your Claim Form must be submitted electronically at www.KotexSettlement.com no later than **August 18, 2020** or by mail postmarked no later than **August 18, 2020** and mailed to: Moore v. Kimberly-Clark Worldwide Inc., Kotex Settlement Administrator, P.O. Box 8612, Philadelphia, PA 19101-8612.

14. What is the claim process?

The Settlement Administrator will review each Claim Form.

Claim Forms that do not meet the terms and conditions of the Agreement shall be rejected by the Settlement Administrator. The Settlement Administrator shall have forty-five (45) days from the date the Settlement is final (if there have been no appeals, or if any appeals have been withdrawn or rejected) to exercise the right of rejection. The Settlement Administrator shall notify the Class Member using the contact information provided in the Claim Form of the rejection, including via electronic mail.

Plaintiffs' Counsel and Defense Counsel shall be provided with copies of all such notifications to Class Members. If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant must, **within fifteen (15) business days from receipt of the rejection**, transmit to the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Plaintiffs' Counsel and Defense Counsel, of the denial of the claim. If Plaintiffs' Counsel and Defense Counsel cannot agree on a resolution of the claimant's notice contesting the rejection, the disputed claim shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution. No person shall have any claim against Defendant, Defense Counsel, Plaintiffs, Plaintiffs' Counsel, the Class, and/or the Settlement Administrator based on any eligibility determinations, distributions, or cash benefits made in accordance with this Agreement.

If a Claim is not rejected, you will receive payment for that Claim in accordance with the terms of the Agreement. All usual and customary steps to prevent fraud and abuse in the Claim Process will be taken. This includes denying claims in whole or in part to prevent fraud or abuse. Plaintiffs' Counsel and Defense Counsel will be provided a report on the denial of any claim due to insufficient documentation and may recommend additional action, including payment.

The Court will hold a Fairness Hearing on **July 20, 2020 at 10:00a.m.** to decide whether or not to approve the proposed Settlement. The Court must finally approve the proposed Settlement before any payments can be made. The Court will grant its approval only if it finds that the proposed Settlement is fair, reasonable, and adequate. In addition, the Court's order may be subject to appeals. It is always uncertain whether these appeals can be resolved, and resolving them takes time, sometimes more than a year.

15. What if I do nothing?

If you are a Class Member and you do nothing, you will not get any benefits from the Settlement and you will be bound by the Court's decisions and the Settlement's release. (See Question 11.)

To receive a benefit, you must submit a Claim Form on or before **August 18, 2020**. (See Question 13.)

Unless you exclude yourself from the Class, if the Settlement is approved, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the "Released Parties" about the claims in this lawsuit, **ever again**, regardless of whether you submit a Claim Form.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Class.

16. How can I get out of the Settlement?

To exclude yourself from the Class (or "opt out"), you must send by U.S. mail a letter or written request to the Settlement Administrator. Your request must include all of the following:

1. Your full name and current address;
2. A clear statement that you wish to be excluded from the Class;
3. The case name and case number: *Moore v. Kimberly-Clark Worldwide, Inc.*, Case No. 19-L-0846; and
4. Your signature (you must personally sign the letter).

Please write “**REQUEST FOR EXCLUSION**” on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked no later than **July 6, 2020**. Send your request to: Moore v. Kimberly-Clark Worldwide Inc., Kotex Settlement Administrator, P.O. Box 8612, Philadelphia, PA 19101-8612.

17. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the Settlement.

If you request exclusion from the Class, then:

- You will not be eligible for payment under the proposed Settlement;
- You will not be allowed to object to the terms of the proposed Settlement; and
- You will not be bound by any subsequent rulings entered in this case if the proposed Settlement is finally approved.

However, if your request for exclusion is late or not complete, you will still be a part of the Class, you will be bound by the Settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

18. If I don't exclude myself, can I sue Defendant for the same thing later?

No. If the Court approves the proposed Settlement and you do not exclude yourself from the Class, you give up (or “fully, finally and forever release, relinquish, and discharge”) all Released Claims against the Released Parties, as set forth above in response to Question 11.

As part of this Settlement, the Court has preliminarily stopped all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from filing, participating in, or continuing litigation against Defendant (or against any of their related parties or affiliates), and/or from receiving any benefits from any other lawsuit relating to the claims being resolved in this case.

If you have a pending lawsuit, arbitration, or other proceeding against Kimberly-Clark, speak to your lawyer in that lawsuit or proceeding. You must exclude yourself from the Class to continue litigating the claims this Settlement resolves. Remember, the exclusion deadline (or “Opt-Out Date”) is **July 6, 2020**.

Upon final approval of the Settlement, Plaintiff and Defendant will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives and/or personnel from suing, or continuing to sue, Defendant regarding any of the Released Claims. All Class Members will be bound by this order.

The representative Plaintiffs and their lawyers will not represent you as to any claims you choose to pursue against Defendant.

THE LAWYERS REPRESENTING THE CLASS

19. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firm of Bursor & Fisher, P.A., Nelson & Nelson, Attorneys at Law, P.C., and Reich Radcliffe & Hoover LLP to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called “Plaintiffs’ Counsel.” You will not be charged for the services of these lawyers.

You may contact Plaintiffs' Counsel as follows:

L. Timothy Fisher
Yeremey Krivoshey
Blair E. Reed
BURSOR & FISHER, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, California 94596
ltfisher@bursor.com
ykrivoshey@bursor.com
breed@bursor.com
Telephone: (925) 300-4455

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

Plaintiffs' Counsel, Defense Counsel, or the Settlement Administrator may **not** advise you on the tax consequences of participating or not participating in the Settlement.

20. How will the lawyers be paid?

Plaintiffs' Counsel have diligently worked on this case and have not been paid anything to date for their work on this case. Plaintiffs' Counsel will request Attorneys' Fees and Reimbursement of Costs and Expenses up to \$3,500,000. Any Attorneys' Fees, Costs and Expenses approved by the Court shall not count against the \$7,000,000 cap on benefits set out in paragraph 9, above, and will have no effect on the amount of relief otherwise made available to Class Members pursuant to the Settlement.

Plaintiffs' Counsel will also ask the Court for a special service payment (or "Service Awards") of up to \$10,000 for Plaintiffs Lisa Moore, Natasha Parker, and Christina Mills for their work on behalf of the Class. Any Service Awards approved by the Court shall not count against the \$7,000,000 cap on benefits set out in paragraph 9, above, and will have no effect on the amount of relief otherwise made available to Class Members pursuant to the Agreement.

The Court has to approve any Attorneys' Fees and Expenses and Service Awards requested by Plaintiffs' Counsel and Plaintiffs in this case. Plaintiffs' Counsel's motions for these Attorneys' Fees and Expenses or Service Awards will be filed on or before **June 22, 2020** and posted at www.KotexSettlement.com.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or any or all of its terms.

21. How can I tell the Court if I do not like the Settlement?

If you are a Class Member but do not like the proposed Settlement and think the Court should not approve it, you may object. Objecting is simply telling the Court that you don't like something about the Settlement. The Court will consider your views. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You can only object if you stay in the Class (i.e., if you do not “opt out” or exclude yourself). As a Class Member, you will be bound to the Agreement and Court orders regardless of your objection and regardless of whether you believe the terms of the Settlement are favorable to the Class. You will be bound even if you have another claim, lawsuit, arbitration or other proceeding pending against Kimberly-Clark regarding the Subject Products.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must be submitted to the Court either by mailing them to the Clerk, Circuit Court for the 20th Judicial Circuit, County of St. Clair, State of Illinois at 10 Public Sq., Belleville, Illinois or by filing them in person at that location. All objections must be filed or postmarked on or before **July 6, 2020**.

Your written objection **must** include:

- (1) your full name;
- (2) your current address, phone number, and email address;
- (3) a written statement of your objection(s) and the reasons for each objection;
- (4) a written statement of the number of objection(s), if any, you have previously filed, including the name of the case and court for each;
- (5) a statement of whether you intend to appear at the Fairness Hearing;
- (6) your signature;
- (7) a statement, sworn to under penalty of perjury attesting to the fact that you purchased one or more of the Subject Products during the Class Period;
- (8) details of your purchase of the Subject Products, including the Subject Products purchased, and the date and location of purchase; and
- (9) the case name and case number: *Moore v. Kimberly-Clark Worldwide, Inc.*, Case No. 19 L 0846.

Objections that are served on the Parties but not filed with the Court, and objections that are filed with the Court but not served on the Parties, shall not be received or considered by the Court at the Fairness Hearing. Objections that do not contain all of the information itemized above shall not be considered by the Court at the Fairness Hearing.

Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must file a Notice of Intention to Appear with the Court, no later than **July 6, 2020**, or as the Court may otherwise direct.

If you file objections, but the Court approves the Settlement as proposed, you can still complete a Claim Form to be eligible for payment under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement called the “Stipulation of Class Action Settlement.”

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

Objecting is simply a way of telling the Court that you don’t like something about the Settlement. You can only object if you stay in the Class. You will also be bound by any subsequent rulings in this case, and you will not be able to file or participate in any other lawsuit based upon or relating to the claims of this lawsuit. If you object to the Settlement, you still remain a Class Member and you will still be eligible to submit a Claim Form. Excluding yourself is telling the Court that you don’t want to be a part of the Class. If you exclude yourself, you have no basis to object to the Settlement and appear at the Fairness Hearing because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a final hearing (called a "Fairness Hearing") to decide whether to finally approve the Settlement. You may attend and ask to speak, but you don't have to.

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing in this case on **July 20, 2020 at 10:00 a.m.** in the Circuit Court for the 20th Judicial Circuit, County of St. Clair, State of Illinois at 10 Public Square, Belleville, Illinois.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.KotexSettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to award Attorneys' Fees and Expenses and Plaintiffs' Service Awards.

If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

24. Do I have to come to the hearing?

No. Plaintiffs' Counsel will answer questions the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice, so it is a good idea to check the Settlement website www.KotexSettlement.com for updates or contact the Settlement Administrator to confirm that the date has not changed. If you are planning to attend the hearing, you should confirm the date and time before going to the Court.

25. May I speak at the fairness hearing?

Yes, you may ask the Court for permission to speak at the hearing. To do so, you must **file** a document called a "Notice of Intention to Appear" through the Court's eFileIL system or through any other method in which the Court will accept filings, if any.

If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must also mail a Notice of Intention to Appear at the Fairness Hearing to Plaintiffs' Counsel and Defense Counsel.

Your Notice of Intention to Appear at the Fairness Hearing must be filed and received by the Court and mailed and/or e-mailed to the Settlement Administrator, Defense Counsel, and Plaintiffs' Counsel no later than **July 6, 2020**.

GETTING ADDITIONAL INFORMATION

26. How can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement which is called the "Stipulation of Class Action Settlement" or "Agreement." For a complete, definitive statement of the Settlement terms, refer to the Agreement at www.KotexSettlement.com. You also may write with questions to the Settlement Administrator at Moore v. Kimberly-Clark Worldwide Inc., Kotex Settlement Administrator, P.O. Box 8612, Philadelphia, PA 19101-8612, or call toll free **1-888-484-0034**.

PLEASE DO NOT CALL THE COURT.