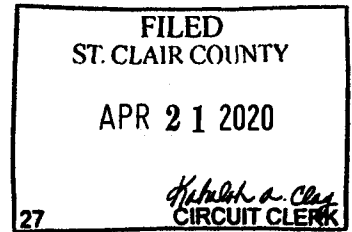


**CIRCUIT COURT FOR THE 20TH JUDICIAL CIRCUIT  
COUNTY OF ST. CLAIR, STATE OF ILLINOIS**

LISA MOORE, individually and on behalf of )  
all others similarly situated, )  
 )  
Plaintiff, )  
v. )  
 )  
KIMBERLY-CLARK WORLDWIDE, INC., )  
 )  
Defendant. )

No. 19 L 0846



**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT**

WHEREAS on December 3, 2019, Plaintiff Moore filed a Class Action Complaint in the Circuit Court for the 20th Judicial Circuit, County of St. Clair, State of Illinois, Case No. 19 L 0846 alleging that Defendant's 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 (the "Subject Products") all suffer the same Defect. Plaintiff Moore asserted claims for unjust enrichment and breach of implied warranty of fitness;

WHEREAS the Parties have engaged in significant discovery. The Parties exchanged and met and conferred concerning a number of discovery requests, including interrogatories and requests for production. Plaintiff Moore reviewed all of the documents produced by Defendant, as well as documents and information obtained through her own research and investigation;

WHEREAS before entering into the Stipulation of Class Action Settlement (the "Agreement"), the Parties, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine potential liability, remedies, and all

defenses thereto, including an extensive investigation into the facts and law relating to (i) product design and product manufacture; (ii) sales, pricing, and financial data; and (iii) the sufficiency of the claims and appropriateness of class certification;

WHEREAS the Agreement was reached as a result of extensive arm's-length negotiations between the Parties and their counsel. The Parties have engaged in extensive settlement discussions to determine if the Parties could reach a resolution short of protracted litigation. On November 19, 2019, the Parties participated in a full day of mediation before the Honorable Wayne Anderson (Ret.) of JAMS. The 13-hour mediation resulted in a settlement;

WHEREAS before and during these settlement negotiations, the Parties had an arm's-length exchange of sufficient information to permit the Parties and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions;

WHEREAS the Court has carefully reviewed the Agreement, including the exhibits attached thereto and all records on file and prior proceedings to date in this matter, and good cause appearing based on the record;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Defined Terms. For purposes of this Order, except as otherwise indicated herein, the Court adopts and incorporates the definitions contained in the Agreement.
2. Stay of the Action. All proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are hereby stayed.
3. Preliminary Class Certification for Settlement Purposes Only. The Action is preliminarily certified as a class action, for settlement purposes only. The Court preliminarily

finds for settlement purposes that: (a) the Class certified herein numbers at least in the tens of thousands of persons, and joinder of all such persons would be impracticable; (b) there are questions of law and fact that are common to the Class, and those questions of law and fact common to the Class predominate over any questions affecting any individual Class Member; (c) the claims of Plaintiff Moore are typical of the claims of the Class she seeks to represent for purposes of settlement; (d) a class action on behalf of the Class is superior to other available means of adjudicating this dispute; and (e) as set forth below, Plaintiff and Plaintiffs' Counsel are adequate representatives of the Class. Defendant retains all rights to assert that the Action may not be certified as a class action, other than for settlement purposes. The Court also concludes that, because the Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a nationwide class action involving the issues in this case.

4. Class Definition. The Class shall consist of all persons in the United States and United States Territories who purchased at retail one or more of the Subject Products during the Class Period. 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. The "Subject Products" are all products sold by Defendants during the Class Period under Kimberly-Clark's U by Kotex® tampon product lines, including 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.

5. Class Representatives and Plaintiffs' Counsel. Plaintiff Lisa Moore is designated as representative of the conditionally certified Class. The Court preliminarily finds that this individual is similarly situated to absent Class Members and therefore typical of the Class, and that she will be an adequate class representative. Further, Bursor & Fisher, P.A., Nelson & Nelson, Attorneys at Law, P.C., and Reich Radcliffe & Hoover LLP, whom the Court finds to be experienced and adequate counsel for purposes of these Settlement approval proceedings, are hereby designated as Plaintiff's Counsel.

6. Preliminary Settlement Approval. Upon preliminary review, the Court finds that the Agreement, and the Settlement it incorporates, appears fair, reasonable, and adequate. Accordingly, the Agreement is preliminarily approved and is sufficient to warrant sending notice to the Class.

7. Jurisdiction. The Court has subject matter jurisdiction over the Action and personal jurisdiction over the Parties before it for purposes of this Agreement. Additionally, venue is proper in this Court.

8. Fairness Hearing. A Fairness Hearing shall be held before this Court on **July 20, 2020 at 10:00 a.m.** at the Circuit Court for the 20th Judicial Circuit, County of St. Clair, State of Illinois at 10 Public Sq., Belleville, Illinois, to determine, among other things, (a) whether the Action should be finally certified as a class action for settlement purposes; (b) whether the settlement of the Action pursuant to the terms and conditions of the Agreement should be approved as fair, reasonable and adequate, and finally approved; (c) whether the Action should

be dismissed with prejudice pursuant to the terms of the Agreement; (d) whether Class Members who do not timely request exclusion should be bound by the Release set forth in the Agreement; (e) whether Class Members and related persons should be subject to a permanent injunction; and (f) whether to grant Plaintiffs' Counsel's application for an award of Attorneys' Fees and Expenses and Service Awards for Plaintiffs (the "Fee Application"). Papers in support of final approval of the Agreement and the Fee Application shall be filed with the Court according to the schedule set forth in Paragraph 14 below. Objections to the Agreement or the Fee Application shall be filed with the Court on or before the Objection Deadline as set forth in Paragraph 14 below, and papers in response to such objections must be filed on or before **July 6, 2020**. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Class. After the Fairness Hearing, the Court may enter a Final Order and Final Judgment in accordance with the Agreement that will fully and finally adjudicate the rights of the Class Members with respect to the proposed Released Claims.

9. Administration. In consultation with and with the approval of Defendant, Plaintiffs' Counsel is hereby authorized to establish the means necessary to administer the proposed Settlement and implement the claims process, in accordance with the terms of the Agreement.

10. Class Notice. The form and content of the proposed Long Form Notice and Summary Notice, attached as Exhibits E and F, respectively, to the Agreement, and the notice methodology described in the Agreement and the Declaration of the Settlement Administrator filed in support of preliminary approval of the settlement, are hereby approved. Pursuant to the

Agreement, the Court appoints Heffler Claims Group as the Settlement Administrator to help implement the terms of the Agreement.

(a) Notice Date. No later than **May 20, 2020**, the Settlement Administrator shall provide notice to the Class pursuant to the terms of the Agreement and the deadlines set forth in Paragraph 14 below, in accordance with the notice program set forth in the Declaration of the Settlement Administrator filed in support of preliminary approval of the settlement. The Parties shall coordinate with the Settlement Administrator to provide notice to the Class pursuant to the terms set forth therein.

(b) Findings Concerning Notice. The Court finds that the Settlement is fair and reasonable such that the Long Form Notice and Summary Notice should be provided pursuant to the Agreement and this Order.

(c) The Court finds that the form, content, and method of disseminating notice to the Class as described in Paragraphs 10 and 14 of this Order: (i) are the best practicable means of notice under the circumstances, and are reasonably calculated, under all the circumstances, to apprise the members of the Class of the pendency of the Action, the terms of the Settlement, and their right to object to the Settlement or exclude themselves from the Class; (ii) are reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their right to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Agreement; (iii) constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (iv) meet all

applicable requirements of law. The Court further finds that all of the notices are written in simple terminology and are readily understandable by Class Members.

(d) Notwithstanding the approval of the Notice as set forth herein, the Court shall conduct a hearing on **Monday, April 27, 2020 at 10:00 a.m.** to determine whether additional targeted notice is warranted.

11. **Exclusion from Class.** Any Class Member who wishes to be excluded from the Class must send to the Settlement Administrator by U.S. Mail a personally signed letter, including their (a) full name, (b) current address, (c) phone number, (d) email address, (e) a clear statement communicating that they elect to be excluded from the Class, do not wish to be a Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement, (f) their signature, and (g) the case name and case number of the Action. A Class Member can exclude only himself or herself from the Class, and shall not be allowed to request that another individual or group be excluded. “Mass” or “class” opt-outs are not permitted. Any such Request for Exclusion must be postmarked and sent to the Settlement Administrator no later than **July 6, 2020** (the “Opt-Out Date”). The Settlement Administrator shall forward copies of any written requests for exclusion to Plaintiffs’ Counsel and Defense Counsel. The Settlement Administrator shall file a list reflecting all timely requests for exclusion with the Court no later than seven (7) calendar days before the Fairness Hearing.

If the proposed Settlement is finally approved, any potential Class Member who has not submitted a timely written Request for Exclusion on or before the Opt-Out Date shall be bound by all terms of the Agreement and the Final Order and Final Judgment, regardless of whether they have requested exclusion from the Settlement, even if the potential Class Member

previously initiated or subsequently initiates any litigation against any or all of the Released Parties relating to Released Claims. All persons or entities who properly exclude themselves from the Class shall not be Class Members and shall relinquish their rights or benefits under the Agreement, should it be approved, and may not file an objection to the Settlement or be entitled to any settlement benefits.

12. Objections and Appearances. Any Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement must, in addition to filing the written objection with the Court no later than the Objection Deadline, provide a copy of the written objection by U.S. mail or e-mail to the Settlement Administrator with a copy by U.S. Mail or e-mail to Plaintiffs' Counsel and Defense Counsel (at the addresses set forth below) postmarked no later than the Objection Deadline. Class Members who object must set forth: (a) their full name; (b) current address, phone number, and email address; (c) a written statement of their objection(s) and the reasons for each objection; (d) a statement of the number of objection(s), if any, the objector has previously filed, including the name of the case and court for each; (e) a statement of whether they intend to appear at the Fairness Hearing (with or without counsel); (f) their signature; (g) a statement, sworn to under penalty of perjury, attesting to the fact that he or she purchased one or more of the Subject Products during the Class Period; (h) details of their purchase of the Subject Products, including the Subject Products purchased, and the date and location of purchase; and (i) the case name and case number of the Action. Objections must be served on Plaintiffs' Counsel and Defense Counsel as follows:



*Upon Plaintiffs' Counsel at:*

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

*Upon Defense Counsel at:*

Christopher D. Dusseault  
Heather L. Richardson  
**GIBSON, DUNN & CRUTCHER LLP**  
333 South Grand Avenue  
Los Angeles, CA 90071  
cdusseault@gibsondunn.com  
hrichardson@gibsondunn.com

Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to Plaintiffs' Counsel and Defense Counsel, and file said notice with the Court, no later than the date scheduled in paragraph 14 below, or as the Court may otherwise direct. 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. Any Class Member who fails to comply with the provisions in this Paragraph shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of the Agreement, this Order, and all proceedings, orders, and judgments, including, but not limited to, the release in the Agreement. The Settlement Administrator, Defense Counsel, and Class Counsel shall promptly furnish each other copies of any and all objections that might come into their possession.

13. Preliminary Injunction. All Class Members and/or their representatives who do not timely and properly exclude themselves from the Class are barred and enjoined from directly, indirectly, derivatively, in a representative capacity, or in any other capacity filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing any action in any forum (state or federal) as individuals, class members, putative class members, or otherwise against the Released Parties (as defined in the Agreement) in any court or tribunal asserting any of the Released Claims (as defined in the Agreement), and/or from receiving any benefits from any lawsuit, administrative or regulatory proceeding, or order in any jurisdiction, arising out of, based on, or relating to the Released Claims. In addition, all such persons are hereby barred and enjoined from filing, commencing, or prosecuting a lawsuit against Defendant (or against any of its related parties, parents, subsidiaries, or affiliates) as a class action, a separate class, or group for purposes of pursuing a putative class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Class Members who do not timely exclude themselves from the Class, arising out of, based on, or relating to the Released Claims. The Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

14. Summary of Deadlines. In summary, the deadlines set by this Order are as follows. If any deadline set forth in this Order falls on a Saturday, Sunday, or federal holiday, then such deadline shall extend to the next Court day. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court without

further notice to the Class. Class Members must check the Settlement Website regularly for updates and further details regarding this Settlement:

(a) The Long Form Notice shall be published on the Settlement Website no later than **May 20, 2020** (the “Notice Date”).

(b) The Internet advertising portion of the Class Notice program shall commence no later than **May 20, 2020**.

(c) Beginning no later than the Notice Date, the Summary Notice shall be published once a week, for four successive weeks, in the Los Angeles Times, Sacramento Bee, and San Francisco Chronicle, and be published once in USA Today.

(d) The Settlement Website and Toll-Free Telephone Number shall be established and become operational no later than **May 20, 2020**.

(e) All completed Claim Forms must be postmarked and mailed to the Settlement Administrator or uploaded to the Settlement Website no later than **August 18, 2020** (“the Claim Deadline”).

(f) All written objections to the Agreement and written notices of an objector’s intention to appear at the Fairness Hearing shall be filed with the Court and served on Plaintiffs’ Counsel and Defense Counsel no later than **July 6, 2020** (“the Objection Deadline”).

(g) All Requests for Exclusion shall be postmarked and sent to the Settlement Administrator no later than **July 6, 2020** (“the Opt-Out Date”).

(h) A Fairness Hearing shall be scheduled for **July 20, 2020 at 10:00 a.m.**

(i) No later than seven (7) calendar days before the date of the Fairness Hearing, the Settlement Administrator shall file with the Court: (a) a list of those persons who

have opted out or excluded themselves from the Settlement; and (b) the details regarding the number of valid Claim Forms received and processed by the Settlement Administrator.

(j) Plaintiff's motion in support of final approval of the Settlement and Plaintiffs' Counsel's Fee Application shall be filed no later than **June 22, 2020** and posted to the Settlement Website as soon as practicable thereafter, and may be supplemented no later than seven (7) calendar days prior to the Fairness Hearing.

15. **Termination of Settlement.** In the event the Court does not grant final approval to the Settlement, or for any reason the parties fail to obtain a Final Order and Final Judgment as contemplated in the Agreement, or the Agreement is terminated pursuant to its terms for any reason or the Effective Date does not occur for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Agreement shall become null and void and have no force and effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;

(b) The conditional certification of the Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Class had never been certified pursuant to this Agreement and such findings had never been made;

(c) Nothing contained in this Order is, or may be construed as, a presumption, concession, or admission by or against Defendant or Plaintiffs of any default, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any action or proceeding, whether civil, criminal, or administrative, including, but not limited to, factual or legal matters relating to any effort to certify the Action as a class action;

(d) Nothing in this Order or pertaining to the Agreement, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further proceedings in this case, including, but not limited to, motions or proceedings seeking treatment of the Action as a class action;

(e) Nothing in this Order or pertaining to the Agreement is, or may be construed as, a presumption, concession, or admission by or against Defendant that the Action meets the requisites for certification as a class action under federal or state law; and

(f) All of the Court's prior Orders having nothing whatsoever to do with the Settlement shall, subject to this Order, remain in full force and effect.

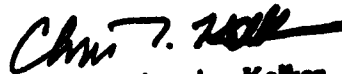
16. Use of Order. This Order shall be of no force or effect if the Settlement does not become final and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability, or that any of the claims asserted in the Action meet the requisites for certification as a class action under federal or state law. Nor shall this Order be construed or used as an admission, concession, or declaration by or against Plaintiff or the other Class Members that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she or it may have in the Action or in any other lawsuit.

17. Alteration of Exhibits. Plaintiffs' Counsel and Defense Counsel are hereby authorized to use all reasonable procedures to further the administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Long Form Notice, Summary Notice, and other exhibits that they jointly agree are reasonable or necessary.

18. Retaining Jurisdiction. This Court shall maintain continuing jurisdiction over these settlement proceedings to ensure the effectuation thereof for the benefit of the Class, and for any other necessary purpose.

19. Extension of Deadlines. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Class. Class Members must check the Settlement Website regularly for updates and further details regarding Settlement deadlines.

DATED: 4/21/20

  
Hon. Christopher Kolker  
Circuit Judge

