

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Armstrong et al., v. Kimberly-Clark Corp., Case No. 3:20-cv-3150

United States District Court for the Northern District of Texas

The United States District Court for the Northern District of Texas authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

If you purchased recalled lots of Cottonelle Flushable Wipes between February 7, 2020 and December 31, 2020 in the United States or United States territories, for personal use and not for resale, you may be eligible for a cash payment from a Class Action Settlement.

- A federal judge has given preliminary approval to a Class Action Settlement. Kimberly-Clark Corporation (“Kimberly-Clark” or “Defendant”) has agreed to pay up to \$13.5 million to pay claims arising out of the sale of recalled lots of Cottonelle Flushable Wipes between February 7, 2020 and December 31, 2020 (“Cottonelle Flushable Wipes”).
- **READ THIS NOTICE CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS.**
- You are included in the Class Action Settlement if you purchased recalled lots of Cottonelle Flushable Wipes for personal use between February 7, 2020 and December 31, 2020 in the U.S. or U.S. territories.
- The proposed Class Action Settlement reimburses Settlement Class Members for money spent on Cottonelle Flushable Wipes between February 7, 2020 and December 31, 2020. This Class Action Settlement does not include personal injury claims and does not release those claims.
- If you previously received a refund from Kimberly-Clark, you may not be eligible for payment under this Class Action Settlement.
- **Settlement Class Members must submit a Claim Form to be eligible for payment.** Settlement Class Members that submit a valid Claim Form by **January 16, 2024** are eligible to receive either:
 - * A payment of up to 100% of the amount spent on eligible Cottonelle Flushable Wipes (if you provide proof of purchase); **or**
 - * A payment of up to \$5.00 per household (if you do not provide proof of purchase).
 - * If the amount payable for valid claims under this Class Action Settlement exceeds \$13.5 million, payments for Settlement Class Members will be reduced *pro rata* so that the total of all payments for valid claims does not exceed \$13.5 million. \$4 million was already paid under a separate refund process administered by Kimberly-Clark.
- The Court still has to decide whether to approve the Class Action Settlement. No payments will be made until after the Court grants final approval of the Class Action Settlement and all appeals, if any, are resolved.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	<p>To be eligible for a cash payment from this Class Action Settlement, you must submit a Claim Form no later than January 16, 2024.</p> <p>You can submit your Claim Form online at www.WipeSettlement.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.</p> <p>For more information see Questions 7-10.</p>	January 16, 2024
OPT OUT OF THE CLASS ACTION SETTLEMENT	<p>You can choose to opt out of the Class Action Settlement and receive no payment. You will receive no money but you keep the right to sue Defendant separately.</p> <p>For more information see Question 16.</p>	December 26, 2023
OBJECT TO THE CLASS ACTION SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Class Action Settlement, you may object to it by writing to the Settlement Administrator about why you think the Class Action Settlement should not be approved. If you object, you may still file a claim for payment.</p> <p>For more information see Question 17.</p>	December 26, 2023
DO NOTHING	<p>You are automatically part of the Class Action Settlement (unless you opt out). If you do nothing, you will not get a payment from this Class Action Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Class Action Settlement.</p>	

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BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this Notice because you have a right to know about the proposed Class Action Settlement of this class action lawsuit, and about your options, before the Court decides whether to approve the Class Action Settlement. This Notice explains the lawsuit, the Class Action Settlement, your legal rights, what benefits are available, and how to get them.

2. What is this class action lawsuit about?

In October 2020, Kimberly-Clark Corporation, the manufacturer of toilet paper brand Cottonelle, initiated a recall of certain lots of Cottonelle Flushable Wipe products manufactured between February 7, 2020 and September 14, 2020 after detecting the bacterium *Pluralibacter gergoviae* during product testing. The lawsuit seeks refunds for consumers in the United States and United States territories who purchased these products.

The Honorable Judge Barbara Lynn of the United States District Court for the Northern District of Texas is overseeing this class action. The case is called *Armstrong et al., v. Kimberly-Clark Corporation*, Case No. 3:20-CV-3150 (N.D. Tex.). The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Kimberly-Clark Corporation, is called the “Defendant.” The most recent version of the lawsuit, which describes the specific legal claims alleged by the Plaintiffs is available at www.WipeSettlement.com.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Class Action Settlement, see Question 5.

3. What is a class action lawsuit?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “class representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out from a Class Action Settlement. In this Class Action Settlement, the Settlement Class Representatives are listed in the Complaint, which can be found at www.WipeSettlement.com.

4. Why is there a Class Action Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant agreed to a Class Action Settlement after a lengthy negotiation process overseen by a neutral mediator. Class Action Settlements avoid the costs and risks of a trial, while more quickly providing benefits to Settlement Class Members. The Settlement Class Representatives and the attorneys for the Settlement Class (“Class Counsel,” see Question 13), think the Class Action Settlement is in the best interest of all Settlement Class Members.

WHO IS IN THE CLASS ACTION SETTLEMENT?

5. Who is in the Class Action Settlement?

A copy of this Notice was sent via electronic and/or direct mail to all purchasers who may have purchased products whose mailing and/or electronic email addresses could be located. You are a part of this Class Action Settlement as a Settlement Class Member if you fit the following description:

All persons in the United States and United States territories who purchased recalled lots of Cottonelle Flushable Wipes between February 7, 2020 and December 31, 2020, for personal use and not for resale, and any persons residing in the same household.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing the Settlement Administrator at info@WipeSettlement.com or calling the Settlement Administrator at 1-833-383-6864. You may also view the Settlement Agreement at www.WipeSettlement.com.

6. Are there exceptions to being included?

Yes. The Settlement Class does not include: (1) the Court and its officers and employees; (2) Kimberly-Clark, its subsidiaries, parent companies, successors, predecessors, and any entity in which Kimberly-Clark or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Settlement Class Members who submit a valid request for exclusion on or before the Opt-Out Deadline (see Question 16).

THE CLASS ACTION SETTLEMENT BENEFITS

7. What does the Class Action Settlement provide?

If the Class Action Settlement is approved by the Court, Defendant will pay a minimum of six million dollars (\$6,000,000.00) and a maximum of thirteen million five hundred thousand dollars (\$13,500,000.00) to pay valid claims submitted by Settlement Class Members. Four million dollars (\$4,000,000.00) was already paid under a separate refund process administered by Kimberly-Clark.

Defendant will also pay notice and administration expenses, attorney fees, costs and expenses, and service awards for the Settlement Class Representatives. These payments will have no impact on the Class Action Settlement benefits available to the Settlement Class, but if valid claims are less than \$6,000,000, Defendant will receive a credit towards its other obligations under the Class Action Settlement, including costs of notice, settlement administration, and attorneys' fees and expenses.

8. How much will my payment be?

The amount of payment will depend on whether you submit a Claim Form with proof of purchase, or without proof of purchase. **You must submit a Claim Form to be eligible for payment.**

If you submit a Claim Form with proof of purchase, you are eligible for reimbursement up to 100% of the amount for which you provide proof of purchase.

If you submit a Claim Form without proof of purchase, you are eligible for reimbursement of up to five dollars (\$5.00) per household.

If the amount payable for valid new claims submitted under this Class Action Settlement agreement exceeds \$13.5 million, payments for Settlement Class Members will be reduced *pro rata* so that the total of all payments for valid claims does not exceed \$13.5 million. \$4 million was already paid under a separate refund process administered by Kimberly-Clark.

See **Question 10** for details on how to submit a valid Claim Form. The Settlement Administrator will decide if your claim is valid. Only timely and valid claims will be paid.

9. What claims am I releasing if I stay in the Class Action Settlement Class?

Unless you opt out of the Class Action Settlement, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Class Action Settlement resolves. It also means that the Court's orders relating to this Class Action Settlement will apply to you and legally bind you. You will be bound by the "Released Claims" section in the Settlement Agreement, which describes the legal claims that you give up if you remain in the Settlement Class. "Released Claims" do not include personal injury claims related to the purchase or use of Cottonelle Flushable Wipes. To review the Settlement Agreement, visit **www.WipeSettlement.com**.

HOW TO GET A PAYMENT—MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You must submit a Claim Form to be eligible for payment. You may submit a Claim Form online at **www.WipeSettlement.com** or print out the Claim Form from the website and mail it to the Settlement Administrator at: **Cottonelle Flushable Wipes Settlement Program, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391.**

You may only submit one Claim Form per household. "Household" means all individuals who resided at one physical address at any time between February 7, 2020 and the present. Thus, you must choose between submitting a Claim Form with proof of purchase or submitting a Claim Form without proof of purchase—you may not choose both.

If you submit a Claim Form with proof of purchase, you are eligible for reimbursement up to 100% of the amount for which you provide proof of purchase. If you submit a Claim Form with proof of purchase, you may include multiple purchases in the Claim Form, so long as you provide proof for each purchase.

If you submit a Claim Form without proof of purchase, you are eligible for reimbursement of up to five dollars (\$5.00) per household.

When you submit your Claim Form, you will be required to sign an attestation that you, or a person residing in your household, purchased eligible recalled lots of Cottonelle Flushable Wipes. You are presumed to be a purchaser of recalled lot(s) if you: (1) received a notice from a retailer identifying you as a potential purchaser of recalled lots; (2) verified with Kimberly-Clark that you purchased recalled lot(s); or (3) learned of the recall and discarded Wipes with a good faith belief that you purchased recalled lot(s). You must also attest you have not already been reimbursed by Kimberly-Clark for the purchase of the same Cottonelle Flushable Wipes for which you are submitting a claim.

If you were issued a refund card under Defendant's recall and refund program (announced in October 2020), and then activated that refund card, then you and your household are not eligible for payment under the

Class Action Settlement, **unless** you provide proof that you purchased eligible Cottonelle Flushable Wipes for which you did not receive compensation through the Recall and Refund Program.

All Claim Forms must be completed, signed, and submitted online or postmarked on or before **January 16, 2024**. The Settlement Administrator will decide if your claim is valid. Only timely and valid claims will be paid.

11. What is the deadline for submitting a claim?

If you submit a Claim Form online, you must do so by **11:59 p.m. CT on January 16, 2024**.

If you submit a Claim Form by U.S. mail, the completed and signed Claim Form must be postmarked by **January 16, 2024**.

12. When will I get my payment?

Settlement Payments will be distributed as soon as possible if the Court grants final approval of the Class Action Settlement and after any appeals are resolved.

The Court will hold a hearing on **March 6, 2024**, referred to as a “Final Approval Hearing.” See Question 19. After the hearing, the Court will decide whether to approve the Class Action Settlement. If the Court approves the Class Action Settlement, there may be appeals. It is always uncertain whether appeals will be filed and how long it will take to resolve them.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed the following attorneys to represent the Settlement Class as Class Counsel:

J. Austin Moore STUEVE SIEGEL HANSON LLP 460 Nichols Road, Suite 200 Kansas City, Missouri 64112	Joshua L. Hedrick SPENCER FANE LLP 2200 Ross Ave., Suite 4800 West Dallas, Texas 75201
Michael R. Reese REESE LLP 100 West 93rd Street, 16th Floor New York, New York 10025	Jordan S. Palatiello LEWIS JOHS AVALLONE AVILES, LLP One Ca Plaza, Suite 225 Islandia, New York 11749

You will not be charged for their services.

If you have questions about making a claim, please contact the Settlement Administrator. See Question 22.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel has undertaken this case on a contingency-fee basis. This means Class Counsel has paid for all of the expenses in the case and have not been paid any money in relation to their work on this case.

Class Counsel will ask the Court to award them three million six hundred fifty thousand dollars (\$3,650,000.00) for attorneys' fees and reimbursement for costs and expenses, to be paid separately by the Defendant. The Court will decide the amount of attorneys' fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for attorneys' fees, costs and expenses (which must be approved by the Court) will be filed on or before **December 5, 2023** and will be available to view on the Settlement Website at www.WipeSettlement.com. Any amount approved by the Court will have no impact on the Class Action Settlement benefits available to the Settlement Class.

Class Counsel will also ask the Court to approve a service award of two thousand five hundred dollars (\$2,500.00) for each of the Settlement Class Representatives. This amount will have to be approved by the Court. Payments of service awards will count towards Kimberly-Clark's obligation to pay a minimum of \$6 million unless valid claims exceed \$13.5 million.

EXCLUDING YOURSELF FROM THE CLASS ACTION SETTLEMENT

16. How do I opt out of the Class Action Settlement?

If you do not want to receive any benefits from the Class Action Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Class Action Settlement is **December 26, 2023**.

To exclude yourself from the Class Action Settlement, you must submit a letter requesting exclusion to the Settlement Administrator. **You must sign the letter personally.** The signature of your attorney representing you in this matter will **not** be accepted by the Court. Each Settlement Class Member must sign his or her own request for exclusion.

The letter must contain the following information:

- (1) The name of this lawsuit: *Armstrong, et al., v. Kimberly-Clark Corp.*, No. 3:20-cv-3150 (N.D. Tex.);
- (2) Your full name and current address;
- (3) Your personal signature; and
- (4) The words "Request for Exclusion," or a statement clearly indicating your intent to be excluded from the Class Action Settlement, at the top of the letter.

Your letter **must** be postmarked no later than December 26, 2023. Send the letter to:

Kroll Settlement Administration LLC
Attn: Request for Exclusion
Cottonelle Flushable Wipes Settlement Program
c/o Kroll Settlement Administration
PO Box 225391

If you do not submit a request for exclusion by December 26, 2023, you will lose the opportunity to exclude yourself from the Class Action Settlement, and you will be bound by the Class Action Settlement.

If you exclude yourself, you are stating to the Court that you do not want to be part of the Class Action Settlement. You will not be eligible to receive a payment if you exclude yourself.

OBJECTING TO THE CLASS ACTION SETTLEMENT

17. How do I tell the Court if I like or do not like the Class Action Settlement?

If you are a Settlement Class Member, you can object to the Class Action Settlement if you don't like any part of it, including the requests being made by Class Counsel for attorneys' fees, costs and expenses or the service awards being sought for Class Representatives. You can give reasons why you think the Court should not approve the Class Action Settlement or what you do not like about the Class Action Settlement. The Court will consider your views.

You can't ask the Court to order a different settlement; the Court can only approve or reject the Class Action 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 should object.

To object, you must submit a written objection to the Settlement Administrator, postmarked no later than **December 26, 2023**.

Your objection must include:

- (i) the name of this lawsuit: *Armstrong, et al., v. Kimberly-Clark Corp.*, No. 3:20-cv-3150 (N.D. Tex.);
- (ii) Your full name, current mailing address, and telephone number;
- (iii) A statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (iv) A statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire class;
- (v) The identity of any attorneys representing you with respect to your objection;
- (vi) A statement regarding whether you intend to appear at the Final Approval Hearing; and
- (vii) You or your attorney's signature.

The Court will hold the Final Approval Hearing on **March 6, 2024**, at **9:00 a.m.**, at the United States District Court for the Northern District of Texas, 1100 Commerce Street, Dallas, TX 75242. See Question 19. The date or time of the Final Approval Hearing may change. Please check the Settlement Website, **www.WipeSettlement.com**, for any updates, and to find out whether the Final Approval Hearing will be held in person or by video conference.

If you do not file a timely objection consistent with these instructions, you waive the right to object or to be heard at the Final Approval Hearing and will be forever barred from making any objection to the Class Action Settlement.

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Class Action Settlement. You can object to the Class Action Settlement only if you do not exclude yourself from the Class Action Settlement. Excluding yourself from the Class Action Settlement is opting out and stating to the Court that you do not want to be part of the Class Action Settlement. If you opt out of the Class Action Settlement, you cannot object to it because the Class Action Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court has scheduled a Final Approval Hearing at **9:00 a.m.** on **March 6, 2024** at the United States District Court for the Northern District of Texas, 1100 Commerce Street, Dallas, TX 75242.

At the Final Approval Hearing, the Court will consider whether the Class Action Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve Class Counsel's request for an award of attorneys' fees, costs and expenses, as well as the Settlement Class Representatives' service awards. If there are objections, the Court will consider them. Judge Lynn will listen to people who have asked to speak at the hearing (see **Question 17** above). After the hearing, the Court will decide whether to approve the Class Action Settlement.

The briefs and declarations in support of the Final Approval of the Class Action Settlement and the requests described above will be posted on the Settlement Website, **www.WipeSettlement.com**.

The date or time of the Final Approval Hearing may change. Please check the Settlement Website, **www.Wipesettlement.com**, for any updates, and to find out whether the Final Approval Hearing will be held in person or by video conference.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Class Action Settlement. In addition, you will not receive a payment from this Class Action Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Class Action Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, **www.WipeSettlement.com**.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

info@WipeSettlement.com

1-833-383-6864

**Cottonelle Flushable Wipes Settlement Program
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391**

Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Northern District of Texas or reviewing the Court's online docket.

Please do not contact the Court, its Clerks, or Kimberly-Clark.