

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

CHRISTINA C. SEIDNER and JARED
MACKRORY,

Plaintiffs,

v.

KIMBERLY-CLARK CORPORATION, et al.

Defendants.

CIVIL ACTION NO. 3:21-CV-00867-L

PLAN OF ALLOCATION

1. The Parties reached an agreement to settle the lawsuit for a cash payment by Defendants¹ in the amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$2,250,000) (the Settlement Amount). The Settlement Amount shall remain in an interest-bearing escrow account (the Escrow Account) in an FDIC-insured bank. This Plan of Allocation describes how the Distributable Settlement Amount shall be allocated among Settlement Class Members.

2. Upon Final Approval, the Settlement Administrator shall cause the Distributable Settlement Amount to be allocated and distributed to Settlement Class Members in accordance with this Plan of Allocation and as ordered by the Court.

3. To be eligible for a distribution from the Distributable Settlement Amount, a person must be a Settlement Class Member.

3.1. “Current Participants” are Settlement Class Members who have a positive balance in their Plan account as of September 30, 2024. The Settlement recovery for Current

¹ The capitalized terms in this Plan of Allocation have the same meaning as they appear in the Class Action Settlement Agreement and Release of Claims, or as the capitalized term is defined herein.

Participants will be deposited directly into their Plan accounts in accordance with their investment elections for future contributions. For payments to Current Participants into their Plan accounts, taxes will not be withheld.

3.2. “Former Participants” are Settlement Class Members who no longer have a positive account balance in the Plan as of as of September 30, 2024. Former Participants will automatically receive payments under the Settlement in the form of a check with applicable 1099 taxes withheld; and do not need to submit any paperwork to receive a payment under the settlement.

4. **Calculation of Settlement Payments.** Payments to Settlement Class Members shall be calculated by the Settlement Administrator in accordance with the Plan of Allocation as follows:

4.1. The Settlement Administrator shall obtain from Class Counsel, Defendants, Defendants’ Counsel, or the Plan’s recordkeeper the information necessary to identify, for each Settlement Class Member, each quarter with a positive end-of-quarter balance during the Class Period. Defendants agree to provide the necessary approvals authorizing transmission of such information to the Settlement Administrator.

4.2. Payments to Settlement Class Members shall be calculated by the Settlement Administrator as follows:

4.2.1. Each quarter with a positive end-of-quarter balance during the Class Period (“Eligible Quarters”) of each Settlement Class Member is identified;

4.2.2. The number of quarters identified in step 1 are summed together for each Settlement Class Member to determine the Settlement Class Member’s Eligible Quarters;

4.2.3. For each Settlement Class Member, the Settlement Class Member’s Eligible Quarters calculated in step 2 is divided by the sum of the Eligible Quarters for all Settlement Class Members for the Class Period;

4.2.4. Each Settlement Class Member will receive the fraction of the total Distributable Settlement Amount which is calculated in step 3; and

4.2.5. For purposes of these calculations, a zero should be included for any quarter during which the Settlement Class Member had no account balance, or did not participate in the Plan, at the quarter-end.

4.3. No Former Participant whose entitlement to payment pursuant to the Plan of Allocation would otherwise be less than TWENTY-FIVE DOLLARS AND NO CENTS (\$25) shall receive any payment from the Distributable Settlement Amount. Amounts less than TWENTY-FIVE DOLLARS AND NO CENTS (\$25) that were initially allocated to such Former Participants shall be allocated to the remaining Settlement Class Members using the same fraction used in Paragraph 4.2.4 and shall be added to their amounts calculated under Paragraph 4.2.4 to create their total Settlement payments. The sum of the total Settlement payments for the remaining Settlement Class Members must equal the dollar amount of the Distributable Settlement Amount.

4.4. The Settlement Administrator shall determine the total Settlement payment available to each Settlement Class Member by calculating each such individual's share of the Distributable Settlement Amount as set forth above.

4.5. The Settlement Administrator shall complete all payment calculations for all Settlement Class Members within thirty (30) calendar days after Final Approval or receipt of the quarterly information from the Class Counsel, Defendants' Counsel, or the Plan's recordkeeper, whichever occurs later.

4.6. The Settlement Administrator shall utilize the calculations required to be performed herein for: (a) making the required payments to Former Participants under the Settlement Agreement; and (b) instructing the Plan as to the amounts to be distributed to Current Participants under the Settlement Agreement and calculating the total amount to deposit into each Current Participant's account to fulfill this instruction.

4.7. The total amount of all checks to be written by the Settlement Administrator to Former Participants plus the total amount of all credits that the Plan is instructed to make to Current

Participants may not exceed the Distributable Settlement Amount. Nothing in this Paragraph 4.7 is intended to modify the requirements of Paragraph 7 below. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Distributable Settlement Amount, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Distributable Settlement Amount.

4.8. The Defendant Released Parties shall not have any responsibility for or liability whatsoever with respect to the Plan of Allocation, including, but not limited to, the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation.

5. Payments to Current Participants.

5.1. Within three (3) days after the Settlement Administrator has completed all payment calculations for all Settlement Class Members, the Settlement Administrator will provide notice to Defendants and send to the Plan's recordkeeper an Excel spreadsheet in a form requested by Defendants or the Plan's recordkeeper containing the name and the amount of the Settlement payment to be made for each Settlement Class Member whom the Settlement Administrator's records show to be a Current Participant, along with other identifying information as requested by the Plan's recordkeeper.

5.2. Within sixty (60) days after the Settlement Administrator provides the Settlement Class Member information detailed in Paragraph 5.1 to the Plan's recordkeeper, the Plan's recordkeeper will provide the Settlement Administrator a list of which Settlement Class Members (if any) actually are Former Participants because they currently do not have an account with a positive balance. The recordkeeper will also include in the list any other Settlement Class Members to whom the Plan's recordkeeper is unable to credit their account, for whatever reason, with additional funds, and such Settlement Class Members shall be treated as Former Participants.

5.3. Thereafter, within thirty (30) days after receiving the information from the Plan's recordkeeper, as provided in Paragraph 5.2, the Settlement Administrator shall effect a transfer from the Disbursable Settlement Amount to the Plan's recordkeeper of the aggregate amount of all Settlement payments payable to Current Participant Settlement Class Members, as reflected in the spreadsheets provided by the Settlement Administrator, less the amount of all Settlement payments payable to Former Participants.

5.4. Kimberly-Clark (or its designee) shall direct the Plan's recordkeeper to credit the individual account of each Current Participant Settlement Class Member in an amount equal to that stated on the spreadsheets provided by the Settlement Administrator in relation to such Account Member.

6. Payments to Former Participants. For each Former Participant Settlement Class Member, the Settlement Administrator will issue a single check from the Disbursable Settlement Amount and mail it to the address then on file. The check shall be issued as follows:

6.1. For each check issued, the Settlement Administrator shall: (a) calculate and withhold any applicable taxes associated with the payments allocable to the Authorized Former Participant; (b) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (c) issue appropriate tax forms to the Former Participant Settlement Class Members.

6.2. If Settlement Class Members who receive a check do not timely cash the check, unclaimed amounts will revert to the Plan to defray administrative expenses and benefit class member Plan participants, along with the Plan as a whole.

7. This Plan of Allocation is based upon preliminary data regarding the Settlement Class Members who may be entitled to Settlement payments. If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Parties will modify promptly the terms of this Plan of Allocation and present such modified terms, first, to the

Independent Fiduciary for its review and approval and, second, to the Court for its approval. Direct mailed or electronic notice to Settlement Class Members of such proposed modification of the Plan of Allocation shall not be required. However, notice of such proposed modification shall be posted on the Settlement Website within five (5) business days of the date that the proposed modification is submitted to the Court for its approval. If the proposed modification is implemented, notice of such modification shall be posted on the Settlement Website within five (5) business days of the date that the Court approves the modification.

7.1. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation and for posting any necessary documents to the Settlement Website.

8. The Parties acknowledge that any payments to Settlement Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and Plaintiffs will provide no tax advice to the Settlement Class Members and make no representation regarding the tax consequences of any of the Settlement payments described in the Settlement Agreement. To the extent that any portion of any Settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Disbursable Settlement Amount shall not be treated as wages by the Settling Parties.

9. Each Settlement Class Member who receives a payment under the Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each such Settlement Class Member or beneficiary shall hold the Defendant Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the

Defendant Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.