



Service Award (Doc. 118); and (5) to hear and rule upon other matters as appropriate regarding the Parties' class action Settlement;

WHEREAS, the court was advised at the Final Approval Hearing that the Notice in the form approved by the court was sent to the Settlement Class pursuant to the terms of the Settlement Agreement and was posted on the Settlement Website; and

WHEREAS, Defendants have notified the Court of their compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715;

WHEREAS, the court, having considered all matters submitted to it at the Final Approval Hearing, including all written submissions and the arguments of counsel for the Parties and counsel for any objectors;

**It is, therefore, ordered, adjudged, and decreed that:**

1. The Settlement Agreement, including the definitions contained therein, is incorporated by reference in this Final Approval Order and Judgment.
2. The court has jurisdiction over the subject matter of this class Action.
3. The Settlement Class consisting of all participants and beneficiaries of the Kimberly-Clark Corporation 401(k) and Profit Sharing Plan from April 15, 2015, through and including the date on which the Preliminary Approval Order is entered, excluding the Defendants or any Plan participant who is or was a fiduciary to the Plan during the Class Period, is finally **certified** pursuant to Fed. R. Civ. P. 23(b)(1) for purposes of effectuating the Settlement.
4. Christina C. Seidner and Jared Mackrory are **appointed** as the Class Representatives for the Settlement Class.

5. Walcheske & Luzi, LLC and the Kendall Law Group, PLLC are **appointed** as Class Counsel for the Settlement Class.

6. The notice requirements of 28 U.S.C. § 1715 have been satisfied, and Notice was previously provided to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class Members of the terms and conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto of the terms and conditions of the Settlement and the right to object.

7. Based on the evidence and submissions of the Parties, counsels' presentations and representations to the court during the hearing, and the reasons stated by the court on the record, the undersigned determines that the Settlement is fair, reasonable, and adequate. The Settlement and Settlement Agreement are, therefore, **approved**, and the Parties are directed to consummate the Settlement Agreement in accordance with its terms and conditions.

8. The Plan of Allocation is also **approved** as fair, reasonable, and adequate. The members of the Settlement Class are in privity with the interests of the Plan, its participants and its beneficiaries, and all private parties authorized to sue under ERISA section 502(a)(2), and such private parties are adequately represented by the Class Representative. Accordingly, all parties authorized to sue under ERISA sections 502(a)(2) are hereby **bound** by the Settlement and this Final Approval Order and Judgment.

9. The terms of the Settlement Agreement and of this Final Approval Order and Judgment **shall be forever binding** on Plaintiffs, Settlement Class Members, and all of

their successors and assigns, and the Settlement shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings involving the Released Claims.

10. For purposes of this Final Approval Order and Judgment, the following definitions (which are identical to the definitions in the Settlement Agreement, as herein modified) **shall apply**:

“Released Claims” shall mean [A]ny and all actual or potential claims (including any Unknown Claims), actions, causes of action, demands, rights, obligations, damages, and liabilities (including claims for attorneys’ fees, expenses, or costs), whether arising under federal, state, or local law, whether by statute, contract, tort, equity, or otherwise, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, for monetary, injunctive, and any other relief against any of the Defendant Released Parties and Defendants’ Counsel through the date the Court enters the Final Approval Order and Judgment:

That were asserted in the Action, or that arise out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, occurrences or the conduct alleged or asserted in the Action or that could have been alleged or asserted in the Action, whether or not pleaded in the Amended Complaint; or

That arise out of, relate to, are based on, or have any connection with: (1) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Plan’s Qualified Default Investment Alternative(s) (“QDIA(s)”), or service providers, including without limitation, its administrative and/or recordkeeping service providers; (2) the selection, nomination, appointment, retention, monitoring, and removal of the Plan’s fiduciaries; (3) fees, costs, or expenses charged to, paid, or reimbursed by the Plan or Plan participants; (4) the services provided to the Plan or the cost of those services; (5) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties relating to the Plan’s QDIA(s), or service providers; and/or (6) any assertions with respect to any fiduciaries or service providers of the Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing; or

That would be barred by *res judicata* based on entry of the Final Approval Order and Judgment; or

That relate to the direction to calculate, the calculation of, or the method or manner of allocation of the Settlement Fund in accordance with the Plan of Allocation or to

any action taken or not taken by the Settlement Administrator in the course of administering the Settlement; or

That relate to the approval by the Independent Fiduciary of the Settlement, except for claims brought against the Independent Fiduciary alone.

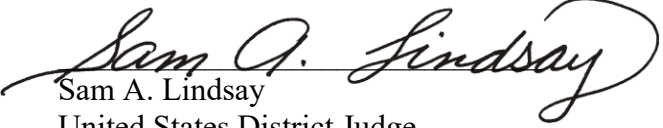
11. As of the Effective Date, all Settlement Class Members and their successors and assignees are **permanently enjoined**, either directly, representatively, or in any other capacity, from prosecuting, instituting, or commencing any individual, class, or other action with respect to the Released Claims against any of the Defendant Released Parties.

12. In recognition of their work, the time and expenses incurred on behalf of the Settlement Class and the value of the results achieved on behalf of the Settlement Class, pursuant to the terms of the Settlement Agreement, the named Plaintiffs **shall recover** a Class Representative Service Award and Class Counsel **shall recover** their Attorneys' Fees and Expenses in the amounts set forth by the court in a separate order addressing the Fee and Expense Application.

13. This Action is hereby **dismissed with prejudice** in its entirety and without an award of costs, except as provided in the Settlement Agreement.

14. Without affecting the finality of this Final Approval Order and Judgment in any way, the court **retains** continuing jurisdiction over this Action for a period of **two years** after the date of the entry of this document regarding: (a) the implementation of the Settlement and any award or distribution of the Settlement Amount; and (b) the Parties and the Settlement Class Members for purposes of construing, enforcing and administering the Settlement Agreement.

**Signed** this 22nd day of July, 2025.

  
Sam A. Lindsay  
United States District Judge