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## Kimberly-Clark Must Pay Benefits to Deceased Worker's Partner

By Bernie Pazanowski 2025-10-28T09:58:08000-04:00

Kimberly-Clark Corp. must follow the wishes of a deceased employee and pay the benefits in his 401(k) and profit-sharing plan to his long-time romantic partner, a federal court said.

This isn't a hard case, Judge Gail A. Weilheimer said Monday. Instead, it's "puzzling as to how we arrived at a point where the judicial power of the United States is required to resolve it," Weilheimer said in an opinion for the US District Court for the Eastern District of Pennsylvania.

Bill Teetsel worked for Kimberly-Clark and lived with Sophie Kostomite for 20 years. Though they lived together and she referred to herself as Sophie Teetsel for various things, such as her pool membership but they never married.

Kimberly-Clark's benefit plan allowed members to name a beneficiary if an employee and a beneficiary weren't married; if they were married, the plan funds went to their spouse, even if another designee was named.

Bill Teetsel named "Sophie Teetsel" on his designation form, along with her social security number and her birthday.

Kimberly-Clark refused to pay Kostomite after Teetsel died, and she sued. Kimberly-Clark filed an interpleader to determine who should receive the funds, Kostomite or Teetsel's estate. Following an unopposed motion, the company deposited the funds with the court while awaiting litigation.

Kostomite is entitled to summary judgment, Weilheimer said. It's "inescapably obvious" that Teetsel intended to name her the recipient of the plan's proceeds, she said.

The use of Kostomite's birthday and social security number "makes it entirely unambiguous" that she was the intended recipient, and misuse of the last name doesn't create any ambiguity, Weilheimer said. "The only logical conclusion that can be drawn from this set of facts is that the Decedent, in his

own mind, thought of Plaintiff as his spouse and referred to her as having his name,” she said.

Weilheimer rejected the argument that exact precision is required in spelling a beneficiary's name. Kimberly-Clark didn't cite any authority for that principle, and accepting that rule would frustrate the basic purpose of the Employee Retirement Income Security Act to “ensure that a fund like the Plan is administered fairly and consistently with the intent of its participants,” she said.

Kimberly-Clark also argued that Bill's use of the name “Sophie Teetsel” on the plan documents “was meant to be a ‘qualifier, a requirement’ that in order to receive the funds,” they needed to be married. “This argument is absurd and easily disregarded,” Weilheimer said.

The company seems to forget that the beneficiary designation carries no weight under the plan if the decedent was married at their time of death, Weilheimer said. Also, many women marry without assuming the name of their spouse, and nothing in the law prevented the plaintiff from changing her name to Sophie Teetsel, even if she didn't marry Bill, she said.

“It is patently clear” that Bill Teetsel wanted his long-time romantic partner to receive the plan funds, Weilheimer said.

The Weitz Firm LLC represented Kostomite. Gibson, Dunn & Crutcher LLP represented Kimberly-Clark. The Law Offices of Raymond Falzone represented Teetsel's estate.

The case is [Kostomite v. Kimberly-Clark Corp.](#) , 2025 BL 384453, E.D. Pa., No. 24-4473, 10/27/25 .

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