

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

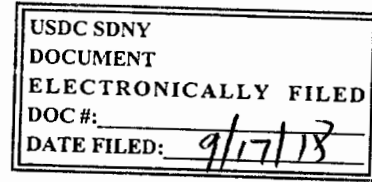
CITY OF BROCKTON RETIREMENT
SYSTEM, Individually and on Behalf of all
Others Similarly Situated,

Plaintiffs,

-vs-

AVON PRODUCTS, INC., ANDREA
JUNG, and CHARLES W. CRAMB,

Defendants.



Civil Action No. 11 Civ. 4665 (PGG)

**CORRECTED ~~PROPOSED~~ ORDER APPROVING
DISTRIBUTION OF NET SETTLEMENT FUND**

THIS MATTER having come before the Court on the motion of Lead Plaintiffs LBBW Asset Management Investmentgesellschaft mbH (“LBBW”) and Société Générale Securities Services GmbH (“SGSS”) (collectively, “Lead Plaintiffs”) and City of Brockton Retirement System (“City of Brockton”), Metropolitan Water Reclamation District Retirement Fund (“Met Water”), and Louisiana Municipal Police Employees’ Retirement System (“LAMPERS”) (“Named Plaintiffs,” and, collectively with Lead Plaintiffs, “Plaintiffs”), for approval of the distribution of the Net Settlement Fund; the Settlement having reached its Effective Date; and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. All of the capitalized terms used herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated as of July 22, 2015 (the “Settlement Agreement, ECF No. 71).

2. The administrative recommendations of the KCC Class Action Services, LLC (“KCC” or “Claims Administrator”), the Court-appointed Claims Administrator, to accept the Proof of Claim and Release forms, including the late but otherwise eligible Proofs of Claim, listed in Exhibit B-2 to the Affidavit of Justin R. Hughes Regarding (A) Mailing of the Notice and Proof of Claim Form; (B) Administration of Received Proofs of Claim; and (C) Proposed Distribution of Settlement Fund, dated November 16, 2017 (“KCC Affidavit” or KCC Aff.”), are hereby APPROVED.

3. As determined by the Claims Administrator, wholly rejected or otherwise ineligible Proofs of Claim are hereby REJECTED.

4. The distribution of the Net Settlement Fund to Authorized Claimants is hereby AUTHORIZED and shall be conducted in accordance with the Settlement Agreement, the Court-approved Plan of Allocation, and the distribution plan for payment of the Net Settlement Fund set forth in paragraph 35 of the KCC Affidavit, which is hereby APPROVED.

5. New Proofs of Claim not received after on or before September 21, 2016 will be rejected as untimely and will not be accepted.

6. A payment in the amount of \$836,737.45 from the Settlement Fund for KCC’s estimate of its fees and expenses to be incurred in connection with the initial distribution of the Net Settlement Fund is hereby AUTHORIZED. If the incurred fees and expenses for the initial distribution are lower than the estimate, the Claims Administrator shall promptly reimburse the Net Settlement Fund.

7. Pursuant to the Settlement Agreement, if there is any balance remaining in the Net Settlement Fund after at least four (4) months from the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, reallocate such balance among

Authorized Claimants who have cashed their checks in an equitable and economic fashion after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their checks and after the payment of any unpaid Taxes and Notice and Administration Expenses. Additional redistributions shall occur until the Claims Administrator and Lead Counsel determine that further redistribution is not economically feasible. Pursuant to the Settlement Agreement, any balance that remains in the Net Settlement Fund, after payment of any unpaid Notice and Administration Expenses and Taxes, that is not economically feasible to distribute, if any, shall be contributed to a non-profit to be mutually agreed upon by Lead Counsel and counsel for Avon.

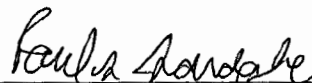
8. The administration of the Settlement and the proposed distribution of the Net Settlement Fund comply with the terms of the Settlement Agreement and the Plan of Allocation. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted herein, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund are released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they are to receive payment from the Net Settlement Fund, are barred from making any further claims against the Net Settlement Fund or the Released Parties beyond the amount allocated to them pursuant to this Order.

9. The Claims Administrator is authorized to destroy paper copies of the Proofs of Claim and all supporting documents one year after the initial distribution of the Net Settlement Fund, and to destroy electronic copies of the same three years after the initial distribution of the Net Settlement Fund.

10. The Court retains jurisdiction to consider any further applications concerning the administration of the Settlement, and such other and further relief as this Court deems appropriate.

IT IS SO ORDERED.

Dated: September 15, 2018



The Honorable Paul G. Gardephe
United States District Judge