Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

MOTION RECORD OF THE PLAINTIFFS
Settlement, Fee and Distribution
Approval Motions

October 21, 2026

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Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

NOTICE OF MOTION
(Returnable October 27, 2026)

The Plaintiffs, Linda Crawley and Judy Bradacs, will make a motion to a judge on October 27, 2026 at 10:00 AM, or as soon after that time as the matter can be heard,

PROPOSED METHOD OF HEARING: The motion is to be heard:

☐ In writing under subrule 37.12.1 (1) because it is on consent;

☐ In writing as an opposed motion under subrule 37.12.1 (4);

☐ In person;

☐ By telephone conference;

☒ By video conference.

at the Ontario Superior Court of Justice, Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

THE MOTION IS FOR:

(a) An Order in the form attached as **Schedule "A"** approving the Settlement Agreement dated February 27, 2026 (the "**Settlement Agreement**");

(b) An Order in the form attached as **Schedule "B"** approving the Distribution Protocol and appointing a claims administrator;

(c) An Order in the form attached as **Schedule "C"** approving Class Counsel fees, disbursements, and the Law Foundation of Ontario Class Proceedings Fund ("**CPF**") levy; and

(d) Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

(a) On December 16, 2019, the plaintiffs commenced this action against the defendants;

(b) On January 20, 2022, the action was certified as a class proceeding on consent;

(c) On December 5, 2025, the parties attended a mediation with mediator Joel Wiesenfeld where they reached a settlement and agreed to its essential terms;

(d) On February 27, 2026, the parties signed the Settlement Agreement;

(e) The Settlement Agreement is fair, reasonable, and in the best interests of the class;

(f) The Distribution Protocol is fair, reasonable, and in the best interests of the class;

(g) Verita Global is an experienced and reputable claims administrator that is capable of ensuring distribution of the notice and the Claim Fund in accordance with the Settlement Agreement and the Distribution Protocol;

(h) The fees and disbursements requested by class counsel are fair and reasonable, and consistent with the plaintiffs' retainer agreement with class counsel;

(i) The CPF is entitled to reimbursement of the disbursements incurred in this proceeding as well as a levy of 10% of the Settlement Amount;

(j) The *Class Proceedings Act, 1992,* S.O. 1992, c.6;

(k) *Law Society Act*, RSO 1990, c L.8, s 59.5;

(l) *Class Proceedings*, O Reg 771/92, s 10; and

(m) Such further and other material as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(a) Affidavit of Charles Sinclair, affirmed October 20, 2026;

(b) Affidavit of Linda Crawley, affirmed October 20, 2026;

(c) Affidavit of Judy Bradacs, affirmed October 20, 2026;

(d) Affidavit of Karizma DeFreitas-Barnes, affirmed October 20, 2026 and

(e) Such further and other material as counsel may advise and this Honourable Court may permit.

October 20, 2026

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

NOTICE OF MOTION

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Lawyers for the Plaintiffs

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____, THE
	)	
JUSTICE GLUSTEIN	)	_____ DAY OF _____, 2026
	)	

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

ORDER
(SETTLEMENT APPROVAL)

THIS MOTION made by the Plaintiffs for an Order approving the Settlement Agreement entered into by the parties was heard this day by videoconference.

ON READING the materials filed, including the Avon Retirement Benefits Class Action Settlement Agreement dated February 27, 2026 attached to this Order as **Appendix "A"** (the "**Settlement Agreement**") and on hearing the submissions of counsel for the Plaintiffs and the Defendants;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail;

3. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 27.1 of the *Class Proceedings Act, 1992* as fair, reasonable and in the best interests of the Class, and shall be implemented and enforced in accordance with its terms;

4. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Class who did not validly opt out, including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this proceeding;

5. **THIS COURT ORDERS** that the notice of approved settlement shall be in the form attached as **Appendix "B"** to this Order;

6. **THIS COURT ORDERS** that for purposes of the administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Defendants attorn to the jurisdiction of this Court for the purpose of implementing, administering, and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order;

7. **THIS COURT ORDERS** that upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees in accordance with the terms of the Settlement Agreement attached to this Order;

8. **THIS COURT ORDERS that**, upon the Effective Date, the Proceeding be and is hereby dismissed, without costs and with prejudice.

The Honourable Justice Glustein

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

LINDA CRAWLEY AND JUDY BRADACS

Plaintiff

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AVON RETIREMENT BENEFITS CLASS ACTION SETTLEMENT AGREEMENT

February 27, 2026

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AVON RETIREMENT BENEFITS CLASS ACTION SETTLEMENT AGREEMENT

RECITALS

A. **WHEREAS** on December 16, 2019, the representative plaintiffs Linda Crawley and Judy Bradacs commenced a class proceeding against Avon Canada Inc. and New Avon LLC, seeking remedies with respect to the Defendants' termination of post-retirement benefits for retirees and their dependents;

B. **WHEREAS**, on consent, Justice Glustein of the Ontario Superior Court of Justice certified the Action as a class proceeding on January 20, 2022;

C. **WHEREAS** the Parties attended a mediation with Joel Wiesenfeld on December 5, 2025, where the Parties reached an agreement to resolve the Action and entered into a Settlement Term Sheet;

D. **WHEREAS** the Defendants vigorously denied and continue to deny any obligation to the Plaintiffs or Class Members with respect to the post-retirement benefits; and

E. **WHEREAS** the Settlement Term Sheet contemplated the Parties executing this Settlement Agreement.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the approval of the Court, the Parties agree to fully and finally settle this Action on the following terms and conditions:

SECTION 1 — DEFINITIONS

For the purposes of this Settlement Agreement only, including the recitals and schedules hereto:

(1) *Action* means the within proceeding bearing Court File No. CV-19-00632937-00CP.

(2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts whether incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and administration of this Settlement Agreement, including the costs of all notices.

(3) *Claim Fund* means the Settlement Amount remaining after deductions in respect of Administration Expenses, Class Counsel Disbursements, Class Counsel Fees, any amounts payable to any entity that has assisted in funding the Class Actions, including, but not limited to any levies owing to the CPF whether by statute or otherwise, and taxes, to be paid out to Class Members pursuant to the Distribution Protocol.

(4) *Claims Administrator* means the firm proposed by Class Counsel and appointed by the Court to administer the Claims Fund in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.

(5) *Class* means:

(a) all retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to January 20, 2022, and who were alive as of December 16, 2017; and

(b) all surviving spouses and dependent children of the persons described in (a).

(6) *Class Counsel* means Goldblatt Partners LLP.

(7) *Class Counsel Disbursements* means the disbursements, including expert and other fees, and applicable taxes incurred by Class Counsel in the prosecution of the Action.

(8) *Class Counsel Fees* means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Class Members to any other body or Person.

(9) *Class Member* means a member of the Class or their estate, if a Class Member is deceased.

(10) *Counsel for the Defendants* means Fasken Martineau DuMoulin LLP.

(11) *Court* means the Ontario Superior Court of Justice.

(12) *CPF* means the Class Actions Fund created pursuant to Section 59.1 of the *Law Society Act* and administered by the Class Actions Committee of the Law Foundation of Ontario.

(13) *Date of Execution* means the date on which the Parties execute this Settlement Agreement.

(14) *Defendants* means collectively Avon Canada Inc. and New Avon LLC.

(15) *Distribution Protocol* or *Plan of Allocation* mean the plan for distributing the Claim Fund described in general terms in Section 9.1 of this Settlement Agreement, and to be approved by the Court.

(16) *Effective Date* means the date of a Final Order from the Court approving this Settlement Agreement.

(17) *Final Order* means a final order, judgment or equivalent decree entered by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.

(18) *Party* and *Parties* means the Defendants, the Plaintiffs, and, where necessary, the Class Members.

(19) *Person* means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.

(20) *Plaintiffs* means Linda Crawley and Judy Bradacs, on behalf of the Class Members.

(21) *Released Matters* means, up to the date of the execution of this Settlement Agreement, any and all actions, causes of action, suits, debts, claims and demands, howsoever arising, by the Releasors as the result of, relating to, or arising from the matters raised or advanced in the Action or which could have been raised in the Action related to retirement benefits, whether known or unknown, or by reason of any cause, matter or thing whatsoever relating to the termination of post-

retirement benefits and, in particular, but without limiting the generality of the foregoing, from any and all claims up to the date of execution of this Settlement Agreement which were advanced in the Action or could have been advanced in the Action relating to the termination of post-retirement benefits.

(22) *Releasees* means the Defendants, their insurers and their predecessors, successors, assigns, and reinsurers and all related entities, including but not limited to affiliates, parents, subsidiaries, current and former shareholders or other owners, and their respective present and former officers, directors, employees and agents and their heirs, executors, successors and assigns.

(23) *Releasors* means the Plaintiffs and Class Members in the Action, for themselves, their heirs, executors, successors and assigns.

(24) *Remittances* means any amounts related to employee and employer-paid taxes, deductions, contributions, or premiums in respect of the Canada Pension Plan, the Quebec Pension Plan, Employment Insurance, employer health tax, health services funds, provincial statutory workers compensation schemes, income tax, withholding tax, and any other statutory amounts in respect of the amounts distributed to the Class from the Settlement Amount, including any instalments, interest, penalties or additional amounts in respect of the foregoing, in each case whether disputed or not.

(25) *Settlement Agreement* means this agreement, including the recitals and schedules.

(26) *Settlement Amount* means CDN $3,250,000.

(27) *Settlement Fund* means the Settlement Amount, together with interest earned thereon.

(28) *Settlement Term Sheet* means the agreement reached by the Parties with the assistance of a mediator, Joel Wiesenfeld, the terms of which were stipulated in the Settlement Term Sheet dated December 5, 2025, a copy of which is attached to this Settlement Agreement as Schedule “A”.

(29) *Trust Account* means an interest-bearing account, being a guaranteed investment vehicle, liquid money market account, or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act,* S.C. 1991, c. 46), held at a Canadian financial institution under the control of Class Counsel or the Claims Administrator,

once appointed, for the benefit of the Class Members or Defendants, as provided for in this Settlement Agreement.

SECTION 2 — SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to obtain the approval of this Settlement Agreement by the Court and to secure the prompt, complete, and final dismissal with prejudice of the Action as against the Defendants.

2.2 Action in Abeyance

Until the Parties have obtained the Final Order or this Settlement Agreement is terminated in accordance with its terms, whichever occurs first, the Parties agree to hold in abeyance all steps in the Action, other than: (i) the motion to approve the notice as contemplated in Section 2.3; (ii) the motion to approve the Settlement Agreement as contemplated in Section 2.4; and (iii) such other matters required to implement the terms of this Settlement Agreement.

2.3 Motion Seeking Approval of Notice

(1) As soon as reasonably practicable after the Date of Execution, the Plaintiffs shall bring a motion for an order, in the form agreed upon by the Parties, approving the notice described in Section 7.1(1) (the "**Notice Approval Order**").

(2) Prior to the filing of the motion materials contemplated in this section, Class Counsel will provide them to Counsel for the Defendants in draft form for review and comment before the materials are filed with the Court.

2.4 Motion Seeking Settlement Approval

(1) The Plaintiffs shall bring a motion for an order, in the form agreed upon by the Parties, approving this Settlement Agreement and dismissing the Action as against the Defendants, as soon as reasonably practicable after:

(a) the Notice Approval Order is made; and

(b) the notices described in Section 7.1(1) have been published.

(2) The Plaintiffs will prepare all materials to be provided to the Court in respect of the motion to approve the Settlement Agreement. The Plaintiffs shall provide the materials in draft form to counsel for the Defendants for review and comment before the materials are filed with the Court.

2.5 Pre-Motion Confidentiality

(1) Until materials are filed with the Court in respect of the notices required under the Settlement Agreement pursuant to Section 2.3, the Parties agree to keep the settlement and all of the terms of the Settlement Agreement confidential and not to disclose them without the prior consent of Counsel for the Defendants and Class Counsel, as the case may be, except that the Defendants may advise their affiliated entities, insurers, lenders, solicitors, accountants, auditors, and other professional advisors.

(2) The Parties agree not to seek media coverage of the Settlement Agreement, but shall permit media coverage to the extent reasonably necessary to make Class Members aware of the Settlement Agreement in a manner consistent with the Settlement Agreement and the notices approved by the Court. The Parties will agree to describe the terms of the Settlement Agreement as “reasonable and in the best interests of the class” or substantially similar language.

SECTION 3 — SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) The Defendants shall pay the Settlement Amount to Class Counsel, for deposit into the Trust Account, within 60 days of the Date of Execution or by March 31, 2026, whichever is later.

(2) Payment of the Settlement Amount shall be made by way of wire transfer or electronic fund transfer. Prior to the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount and other valuable consideration set forth in the Settlement Agreement shall be provided in full satisfaction of the Released Matters as against the Releasees.

(4) The Settlement Amount is all-inclusive and is the only amount to be paid by the Defendants pursuant to this Settlement Agreement. For greater certainty, the Settlement Amount shall be inclusive of all amounts, including, without limitation, taxes (including any required withholdings, contributions, and Remittances), interest, costs, Administration Expenses and Class Counsel Fees.

(5) Neither the Defendants nor the Releasees shall have any obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Action, or any other actions related to the Released Matters, including in respect of any Remittances relating to payments made to Class Members in accordance with this Settlement Agreement.

(6) Once a Claims Administrator has been appointed, Class Counsel shall transfer the Claim Fund to the Claims Administrator. The Claim Fund shall continue to accrue interest for the benefit of the Class.

(7) Class Counsel and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.

(8) Class Counsel and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with the Settlement Agreement, the Distribution Protocol, or an order of the Court obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Plaintiffs and the Class and shall be paid from the Trust Account. Class Counsel or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including

interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Defendants shall have no responsibility in any way related to the Trust Account, including, but not limited to, making any filings relating to the Trust Account, paying tax on any income earned on the Settlement Amount, or paying any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case any interest earned on the Settlement Amount in the Trust Account shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

(4) The Defendants shall have no responsibility for any payment beyond the Settlement Amount, including with respect to any additional tax owing by Class Members beyond the amount withheld from each distribution.

SECTION 4 — TERMINATION OF SETTLEMENT AGREEMENT

4.1 Right of Termination

(1) In the event that:

(a) this Settlement Agreement is not approved by Final Order of the Court; or

(b) the Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement,

the Plaintiffs and the Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 11.16, within thirty (30) days following an event described above.

(2) Failure of the Court to approve in full the request by Class Counsel for Class Counsel Fees and Disbursements shall not be grounds to terminate the Settlement Agreement.

4.2 If Settlement Agreement Is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

(a) no motion to approve this Settlement Agreement, which has not been decided, shall proceed; and

(b) the Parties will cooperate in seeking to have any issued order approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise.

(2) Except as provided for in Section 4.3, if the Settlement Agreement is terminated, the Settlement Agreement and the Settlement Term Sheet shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

(3) In the event the Settlement Agreement is terminated, the Settlement Fund, minus any expenses incurred with respect to notice and any taxes paid or owing on the interest earned on the Settlement Amount, shall be paid to the Defendants.

4.3 Survival of Provisions After Termination

If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(8), 3.2(3), 4.2, 4.3, 6.1, 6.2, 7.1(2) and 7.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(8), 3.2(3), 4.2, 4.3, 6.1, 6.2, 7.1(2) and 7.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

4.4 Accounting of Monies in the Trust Account Following Termination

In the event this Settlement Agreement is terminated, Class Counsel or the Claims Administrator, whichever then has control of the Trust Account, shall deliver an accounting to the Plaintiffs and the Defendants no later than ten days after the termination.

4.5 Disputes Relating to Termination

If there is any dispute about the termination of this Settlement Agreement, the Court shall determine any dispute by motion made by a Party on notice to the other Parties.

4.6 No Right to Terminate

For greater certainty, no dispute or disagreement among the Plaintiffs and/or the Class Members, or any of them, about the proposed distribution of the Settlement Fund or the Distribution Protocol shall give rise to a right to terminate this Settlement Agreement.

SECTION 5 — RELEASE AND DISMISSAL

5.1 Release of Releasees

(1) The Releasors covenant, represent and warrant that, as of the date of the execution of the Settlement Agreement, they have no further claims against the Releasees for, or arising out of, the Released Matters.

(2) In the event that the Releasors have made or should make any claims or demands or commence or threaten to commence any actions, claims or class actions or make any complaints against the Releasees arising out of the Released Matters, this Settlement Agreement may be raised as an estoppel and complete bar to any such claim, demand, action, class action or complaint.

(3) The Releasors agree and undertake that they will not make any claim or commence or maintain any class action, complaint, action or claim against any Person in which any claim could arise against the Releasees for contribution or indemnity or any other relief in respect of any of the actions, causes of action, claims, debts, suits or demands of any nature or kind that has been released by this Settlement Agreement.

(4) In the event that the Releasors make any claim or commence any proceeding in respect of the Released Matters against any person or entity which might make a claim, whether for contribution or indemnity or declaratory or other relief, from the Releasees or any of them, or which might result in a claim, whether for contribution or indemnity or declaratory or other relief, being made against the Releasees or any of them, this Settlement Agreement may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

(5) The Releasors further agree to indemnify and save harmless the Releasees from any and all claims or demands under the *Income Tax Act* (Canada), the *Canada Pension Plan*, the *Employment Insurance Act* of Canada, and any other applicable provincial and federal legislation, including any regulations made thereunder, in respect of any failure on the part of the Releasees or Claims Administrator with respect to taxes (including any withholdings, contributions, Remittances, or tax reporting) in relation to this Settlement Agreement as well as any interest or penalties relating to same. The Releasors also further agree to indemnity the Releasees for any costs or expenses they may incur in relation to such claims or demands.

(6) This release is conditional upon approval of the Settlement Agreement by the Court. If this Settlement Agreement is not approved by Final Order of the Court, the Releasors will not be bound by the release terms set out in Section 5.1.

5.2 Dismissal of the Action

Upon the Effective Date, the Action shall be dismissed with prejudice and without costs as against the Defendants.

SECTION 6 — EFFECT OF SETTLEMENT

6.1 No Admission of Liability

(1) Nothing in the Settlement Agreement amounts to an admission of liability by the Defendants or any of the Releasees, and any such liability is denied.

(2) The Plaintiffs, the Defendants, and all Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.

(3) Regardless of whether this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendants or the Releasees, or of the truth of any of the claims or allegations contained in the Action.

6.2 Agreement Not Evidence

The Parties agree that, regardless of whether it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve, enforce, or some combination thereof this Settlement Agreement, to defend against the assertion of Released Matters, as necessary in any insurance-related proceeding, or as otherwise required by law.

SECTION 7 — NOTICE TO CLASS

7.1 Notice Required

(1) The Class shall be given a single notice of the hearing at which the Court will be asked to approve the Settlement Agreement, Distribution Protocol, Class Counsel Fees, and Class Counsel Disbursements, herein referred to as the "Notice".

(2) If, following the Notice, this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the Class shall be given notice of such event.

7.2 Form and Distribution of Notice

(1) The Notice shall be in a form agreed upon by the Parties and approved by the Court.

(2) The Notice shall be disseminated by:

(a) direct mailing to the Class Members using e-mail and regular mail;

(b) publication on Class Counsel's website; and

(c) such other means, as approved by the Court, as may be reasonably necessary after consultation with the Claims Administrator to ensure that Class Members receive actual notice.

(3) The Defendants shall provide to Class Counsel and the Claims Administrator, from the Defendants' existing electronic records that are in their possession, care or control (including, but

not limited to, information in their human resources records, payroll records, and insurance or pension records), and without any obligation to create any new records, an updated list of Class Members who are identified as such in the Defendants' records. The list of Class Members will include each Class Member's first name, middle name (if known to the Defendants), last name, last known mailing address, last known phone number, and last known e-mail address.

(4) Class Counsel may disclose all information provided by the Defendants pursuant to Section 7.2(3) to the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Sections 7.2, 8.1 and 9.1.

(5) If this Settlement Agreement is terminated, Class Counsel and the Claims Administrator must not retain, in any form whatsoever, any record of the information provided pursuant to this Section 7.2.

(6) The Defendants agree to cooperate and will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 7.2(3) from Class Counsel or the Claims Administrator.

(7) Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Defendants' obligation to cooperate pursuant to this Section 7.2 shall cease when all settlement funds or court awards have been distributed.

(8) The information required under Section 7.2(3) shall be delivered to Class Counsel no later than 60 days following the Date of Execution or at a time mutually agreed upon by the Parties.

(9) The Claims Administrator will take the following steps to locate Class Members for the purpose of delivery of the notices:

(a) the Claims Administrator will cross-reference the addresses of all former employees of the Defendants identified by the Defendants pursuant to Section 7.2(3) above against the National Change of Address Database produced by Canada Post;

(b) the Claims Administrator will consult and use the address for any Class Members who have contacted the Claims Administrator; and

(c) the Claims Administrator will otherwise take whatever reasonable steps it deems necessary as agreed to by the Parties or as directed by the Court, to most effectively locate Class Members.

SECTION 8 — ADMINISTRATION

8.1 Mechanics of Administration

(1) The mechanics of the implementation and administration of this Settlement Agreement shall be in accordance with the Distribution Protocol, as approved by the Court, which shall be drafted in accordance with Section 9.1.

(2) Class Members will be required to complete and return a form (the "**Administration Form**") or otherwise advise the Claims Administrator of the information set out in the Administration Form, to receive any payment. An incomplete or improperly completed Administration Form will not be grounds to deny a Class Member compensation under this Settlement Agreement. The Claims Administrator will, upon receipt of any incomplete or improperly completed Administration Form, contact the Class Member and use good faith efforts to correct any deficiencies with the Administration Form.

(3) The Claims Administrator will send the Administration Forms by regular mail and e-mail (as available) to the addresses used for the distribution of the notice set out in Section 7.2, subject to any updated contacts received by the Claims Administrator through the searches conducted in accordance with Section 7.2(9) or as provided by Class Counsel and the Defendants.

8.2 Appointment of the Claims Administrator

(1) The Plaintiff, through Class Counsel, will take reasonable steps to retain a Claims Administrator that: (i) assumes full responsibility for the Remittances; (ii) agrees to carry out those responsibilities in a timely and proper manner; and (iii) has sufficient insurance for any actions or omissions that it takes in respect of the Remittances, which insurance will extend to any liability asserted against the Defendants in respect of the Remittances, and the consequences in respect thereof.

(2) The Defendants will have a right to review the Claims Administrator's insurance policy referred to above in Section 8.2(1) in advance of the Plaintiffs formally retaining the Claims Administrator to confirm the existence, scope, and sufficiency of the insurance.

(3) The Claims Administrator will be required to disclose to the Parties the process by which it intends to withhold and remit or pay the Remittances (including the nature and timing), and perform the required tax reporting including issuing any tax information returns as applicable, in advance of taking these steps to permit the Parties to consider the proposed process and to provide any comments on changes that ought to be made to the process.

(4) The Claims Administrator will report to the Parties upon the payment of amounts to Class Members at the completion of any tranche or stage of payments to Class Members, including confirming the Remittances and the dates relating thereto and providing copies of summary tax information returns, but such disclosure to the Defendants will not include the disclosure of the Remittances at an individual Class Member level, including with respect to the identities of any particular Class Member to whom a payment is made under the Settlement Agreement.

(5) By order of the Court, the Claims Administrator will be appointed to serve until such time as the Settlement Amount is distributed to Class Members pursuant to the Distribution Protocol, to implement this Settlement Agreement, and to ensure that the Settlement Amount is distributed in accordance with the Order(s) of the Court(s).

SECTION 9 — DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

9.1 Distribution Protocol

(1) Class Counsel, with the Defendants' approval, will prepare the Distribution Protocol. In general terms, the Distribution Protocol will specify the following:

(a) the plan for providing notice to Class Members of the Distribution Protocol, consistent with Section 7.2(2);

(b) the Claim Fund which will be available for distribution to Class Members;

(c) the amount to be withheld from each distribution as required under provincial and federal legislation, including any regulations made thereunder, which is to be determined by the method agreed upon by the Parties in the Distribution Protocol;

(d) that distribution shall be by way of direct cheque mailing or e-transfer to eligible recipients, minus withholdings; and

(e) that Class Members may receive equal or differing amounts and shall have at least 18 months following the issuance of the Final Order to receive a payment from the Claim Fund.

9.2 Court Approval of Distribution Protocol

Class Counsel will seek the Court's approval of the Distribution Protocol contemporaneous with seeking approval of this Settlement Agreement.

SECTION 10 — CLASS COUNSEL FEES, DISBURSEMENTS, AND ADMINISTRATION EXPENSES

10.1 Responsibility for Fees, Disbursements and Taxes

The Defendants will take no position on and shall not be liable for any Class Counsel Fees or Class Counsel Disbursements, which shall be subject to approval by the Court.

10.2 Responsibility for Costs of Notices and Translation

(1) Class Counsel or the Claims Administrator shall pay the costs of the notices required by Sections 7.1 and 9.1(1)(a) and any costs of translation required by Section 11.11 from the Trust Account, as they become due.

(2) The Defendants shall not have any responsibility for the costs of the notices or translation above and beyond payment of the Settlement Amount, except where the Settlement Agreement is terminated as set out at Section 4.2(3).

10.3 Court Approval of Class Counsel Fees and Disbursements

(1) Class Counsel will seek the Court's approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement.

(2) The approval, or denial, by the Court of any requests for Class Counsel Fees and Class Counsel Disbursements to be paid out of the Settlement Fund are not part of the settlement provided for herein and are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the settlement provided for herein.

(3) Any order or proceeding relating to Class Counsel Fees and Class Counsel Disbursements, or any appeal from any such order shall not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Final Order and the settlement of this Action provided herein.

SECTION 11 — MISCELLANEOUS

11.1 Motions for Directions

(1) Class Counsel or the Defendants may apply to the Court as may be required for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

11.2 Headings, etc.

(1) In this Settlement Agreement:

(a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

(b) the terms “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

11.3 Computation of Time

(1) In the computation of time under this Settlement Agreement, except where a contrary intention appears,

(a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and

including the day on which the second event happens, including all calendar days; and

(b) only in the case where the time for doing an act expires on a holiday as "holiday" is defined in the *Rules of Civil Procedure,* RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

11.4 Ongoing Jurisdiction

The Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Class Members and Defendants attorn to the jurisdiction of the Court for such purposes.

11.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and all Parties attorn to the jurisdiction of the courts of the Province of Ontario.

11.6 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith.

(2) None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

(3) If necessary to effectuate the agreed upon result, further documentation and agreements shall be entered into using language as required to effect said result.

11.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

11.8 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

11.9 Counterparts

This Settlement Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

11.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, the Settlement Term Sheet, or any agreement in principle that may exist, shall have no bearing upon the proper interpretation of this Settlement Agreement.

11.11 Language

(1) *Les parties reconnaissent avoir exigé que la présente entente de règlement et tous les documents connexes soient rédigés en anglais*. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English.

(2) Nevertheless, if required to by the Court, a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

11.12 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

11.13 Schedule

The schedule forms part of this Settlement Agreement.

11.14 Acknowledgements

Each of the Parties hereby affirms and acknowledges that they, or their representative with authority to bind them with respect to the matters set forth herein, have:

(a) read and understood the Settlement Agreement;

(b) had the terms of this Settlement Agreement and the effects thereof fully explained to them by their counsel;

(c) fully understood each term of the Settlement Agreement and its effect; and

(d) not relied upon any statement, representation or inducement (whether material, false, negligently made, or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to their decision to execute this Settlement Agreement.

11.15 Authorized Signatures

Each of the undersigned represents that they are fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

11.16 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and the Class:

Jody Brown and Melanie Anderson
GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON MSG 2C2
Te1: 416-977-6070
Fax: 416-591-7333
Email: jbrown@goldblattpartners.com
manderson@goldblattpartners.com

For the Defendants:

Sarah J. Armstrong, Daanish Samadmoten,
and Alice Wang
FASKEN MARTINEU DUMOULIN LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6
Tel: 416-868-3452
Fax: 416-364-7813
Email: sarmstrong@fasken.com
dsamadmoten@fasken.com
awang@fasken.com

11.17 Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

LINDA CRAWLEY and JUDY BRADACS, on their own behalf as representative plaintiffs and on behalf of the class, by their counsel:

Name of Authorized Signatory: Jody Brown

Signature of Authorized Signatory:

The Defendants, **AVON CANADA INC. (now The Avon Company Canada Limited) and NEW AVON LLC (now The Avon Company),** on their own behalf:

Name of Authorized Signatory: Claude Dib, CFO of The Avon Company Canada Limited

Signature of Authorized Signatory: Signed by: Claudia Dib 47F86645BD8E486...

Name of Authorized Signatory: Benson Seo, CFO of The Avon Company

Signature of Authorized Signatory: DocuSigned by: Benson Seo 874A74929BF0415...

SCHEDULE “A” – EXECUTED SETTLEMENT TERM SHEET DATED DECEMBER 5, 2025

Crawley et al v Avon Canada Inc. and New Avon LLC,

Court File No. CV-19-00632937-00CP (the "Action")

Settlement Term Sheet

1. The Plaintiffs Linda Crawley and Judy Bradacs (the "**Plaintiffs**") as representatives of the Class (defined below), on the one hand, and the Defendants Avon Canada Inc. (now The Avon Company Canada Limited) and New Avon LLC (now The Avon Company) (the "**Defendants**"), on the other hand, have agreed in principle to settle the Action upon the terms and conditions that follow in this settlement term sheet (the "**Term Sheet**"), subject to the finalization of a definitive settlement agreement (the "**Settlement Agreement**") including the usual standard terms and other settlement documentation, notice to the Class, and approval by the Court (the "**Settlement**").

2. **Class Members:** The "**Class**", as defined in the Order of Glustein J. dated January 20, 2022, being:

   (a) All retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, who were otherwise in receipt of post-retirement benefits, up to the date of certification, and who were alive as of December 16, 2017; and,

   (b) All surviving spouses and dependent children of the persons described in (a).

3. **Releases:** Comprehensive full and final releases will be given by all members of the Class in favour of the Defendants in a form acceptable to the parties.

4. **No Admission of Liability:** Avon will admit no liability with respect to the allegations made or which could have been made in the Action.

5. **Settlement Amount:** The Settlement Amount (CDN $3,250,000) is to be paid by the Defendants in full and final settlement of all matters raised or which could have been raised in the Action, inclusive of principal, interest, taxes, class counsel fees, notice and administration costs, fees, costs and expenses related to the litigation or the Settlement. The Settlement Amount will be payable 60 days after the date of execution of the Settlement Agreement, or March 31, 2026, whichever is later, and placed into an interest-bearing trust account held by counsel for the Class ("**Class Counsel**"). The Settlement Amount, together with interest earned thereon, shall constitute the "**Settlement Fund**".

6. **Distribution:** The Settlement Fund will be distributed in accordance with a Plan of Allocation to be developed by Class Counsel, agreed upon by the parties and approved by the Court. The Plaintiffs' motion for approval of the Plan of Allocation will be made on notice to the Defendants.

7. **Cooperation**: The Defendants agree to cooperate with Class Counsel in providing all information reasonably required for the administration of this Settlement, including for the

purpose of confirming identification of members of the Class and the distribution of notice to members of the Class.

8. **Withholding:** Distribution of the Settlement Fund will be subject to withholding as required under provincial and federal legislation, including any regulations made thereunder. The amount withheld from each distribution is to be determined by the method agreed upon by the parties in the Settlement Agreement and Plan of Allocation. For greater certainty, the Defendants shall have no responsibility for any payment beyond the Settlement Amount, including with respect to any additional tax owing beyond the withholding. Any additional tax owing shall be the responsibility of each member of the Class.

9. **Media:** The parties agree not to seek media coverage of the Settlement, but for media coverage reasonably necessary to make members of the Class aware of the Settlement in a manner consistent with the Settlement Agreement and the notices approved by the Court. The parties will agree to describe the Settlement as "reasonable and in the best interests of the class" or substantially similar language.

10. **Confidentiality:** The Settlement will remain confidential pending the filing of materials with the Court in respect of the requisite notices, except that the parties may advise the Court of the fact of the Settlement in principle, and the Defendants may advise their affiliated entities, insurers, lenders, solicitors, accountants, auditors, and other professional advisors.

11. **Dismissal:** The Action shall be dismissed without costs as against the Defendants.

12. **Court Approval:** The Settlement Agreement shall be subject to and conditional upon Court approval by the Ontario Superior Court of Justice as required by the *Class Proceedings Act, 1992*. If the Settlement Agreement is not approved, this Term Sheet and the Settlement Agreement shall have no further force and effect.

13. **Additional Documentation:** If necessary to effect the agreed upon result, further documentation and agreements shall be entered into using language as required to effect said result.

14. **Governing Law:** Shall be Ontario, without regard to any conflict of laws principles that would result in applying the substantive law of a jurisdiction other than Ontario.

15. **Legal Fees and Expenses:** Class Counsel's legal fees and expenses, as awarded by the Court, shall be paid from the Settlement Fund upon final approval of the Settlement by the Court, notwithstanding any appeals. Failure of the Court to approve in full the request by Class Counsel for legal fees and expenses shall not be grounds to terminate the Settlement Agreement.

16. **Binding Term Sheet:** This term sheet is binding on the parties and any party may seek to enforce it. The parties will negotiate and execute a formal and binding Settlement Agreement that incorporates these key terms as well as other standard settlement terms.

17. **Settlement Documentation**. The Plaintiffs will prepare the draft Settlement Agreement and provide it to counsel for the Defendants for review and comment. The parties will use their best efforts to draft, finalize and execute the Settlement Agreement by January 30, 2026.

18. **Settlement Approval Materials**: The Plaintiffs will prepare all materials to be provided to the Court in respect of Settlement Approval, the Plan of Allocation and notice of settlement approval hearing and shall provide them to counsel for the Defendants in draft for review.

19. **Dispute:** In the unlikely event there is any dispute regarding the formalization of the terms of the Settlement Agreement, that dispute shall be mediated by Joel Wiesenfeld and if such mediation is not successful to be fully and finally resolved by arbitration.

20. **Termination:** The Defendants will have the right to terminate the Settlement Agreement in the event that a court approval order substantially in the form of the approval order agreed by the parties in connection with the Settlement Agreement is not granted. In the event the Settlement Agreement is terminated, the Settlement Fund inclusive of interest earned, minus any notice expenses incurred, shall be returned to the Defendants.

21. **Mediator's Fees**: The Defendants agree to pay the full costs of the mediator's fees in relation to the mediation that took place on December 5, 2025.

22. **Authority:** The signatories to this Term Sheet represent and warrant that they have the full authority to agree to and execute same.

DATED: December 5, 2025

This Term Sheet is hereby agreed to by:

GOLDBLATT PARTNERS LLP

Jody Brown
Counsel for the Plaintiffs and Class

FASKEN MARTINEAU DUMOULIN LLP

Sarah J. Armstrong
Counsel for Defendants

NOTICE OF APPROVED SETTLEMENT

AVON POST-RETIREMENT BENEFITS CLASS ACTION

You are receiving this notice because you are a Class Member (defined below) in the Avon Class Action (defined below).

PLEASE READ THIS CAREFULLY. It describes how to claim your share of the settlement.

A settlement has been reached regarding the termination of post-retirement benefits for Avon Canada Inc. retirees, surviving spouses, and dependent children. The settlement resolves a class action brought by Linda Crawley and Judy Bradacs against Avon Canada Inc. and New Avon LLC (collectively, "**Avon**") (the "**Avon Class Action**"). Goldblatt Partners LLP represents the Class (defined below) ("**Class Counsel**").

You are a member of the Class (a "Class Member")[1] if you fall within the following definition of "Class":

(a) All retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to January 20, 2022, and who were alive as of December 16, 2017; and

(b) All surviving spouses and dependent children of the persons described in (a).

For more information about this class action and the settlement, please go to: [insert website]. If you have questions, you may also contact the Claims Administrator at [insert contact].

What is the settlement?

Avon has agreed to settle the class action for a total all-inclusive payment of $3.25 million. The Court has now approved the settlement, lawyers' fees and related expenses. You can read the Court's reasons approving the Settlement Agreement, Fees and Distribution Protocol at [insert admin website link].

[1] If you opted out of the Avon Class Action, you cannot participate in the settlement. Opting out means that you specifically asked not to be included in the Avon Class Action when it was certified.

What should I do?

If you are a Class Member, complete the attached form and return it by email or letter mail to the Claims Administrator at the addresses provided on the form. You can also go to [insert website] and complete the form online.

You must complete the form **by no later than [6 month filing deadline]**.

After the filing deadline of [●], the Claims Administrator will review your claim to make sure you are eligible to receive a share of the settlement. If you are eligible, you will receive your share of the settlement by your choice of cheque or e-transfer.

Your individual payment will be calculated based on an equal share of the Net Settlement Fund among all Class Members who submitted a valid claim.

You can read the full Distribution Protocol and Settlement Agreement at [insert website].

Where can I ask more questions?

Verita Global has been appointed by the Court to administer this settlement. Any questions can be sent to Verita at [insert admin contact].

You can also contact Class Counsel:

Goldblatt Partners LLP
Attention: Tara Sheppard
20 Dundas Street West, Suite 1039
Toronto, Ontario, M5G 2C2
Tel: ADD NUMBER
Fax: 416-591-7333
Email: tsheppard@goldblattpartners.com

Interpretation

This notice contains a summary of some of the terms of the Settlement Agreement and the Distribution Protocol. If there is a conflict between the provisions of this notice and the Settlement Agreement or the Distribution Protocol, the terms of the Settlement Agreement or Distribution Protocol, as applicable, shall prevail.

PLEASE DO NOT CALL AVON, THE COURTHOUSE OR THE REGISTRAR OF THE COURT ABOUT THIS SETTLEMENT.

This notice was approved by the Ontario Superior Court of Justice.

CRAWLEY, et al.	**AVON CANADA INC., et al.**	Court File No.: CV-19-00632937-00CP
Plaintiffs	- and - Defendants	

TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

ORDER
(SETTLEMENT APPROVAL)

SCHEDULE "A"

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
Tel: 416-977-6070 / Fax: 416-591-7333

Jody Brown LS#58844D
Email: jbrown@goldblattpartners.com
Tel: 416-979-4251

Melanie Anderson LS#79238J
Email: manderson@goldblattpartners.com
Tel: 416-979-4386

Lawyers for the Plaintiffs

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____, THE
	)	
JUSTICE GLUSTEIN	)	_____ DAY OF _____, 2026
	)	

B E T W E E N **:**

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

ORDER
(DISTRIBUTION PROTOCOL, ADMINISTRATION, AND NOTICE)

THIS MOTION made by the Plaintiffs for an Order approving the Distribution Protocol was heard this day by videoconference.

WHEREAS the Court approved the Settlement Agreement between the parties pursuant to the *Class Proceedings Act, 1992*;

ON READING the materials filed and on hearing the submissions of counsel for the Plaintiffs and the Defendants;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that the Distribution Protocol attached hereto as **Appendix "A"** is approved;

2. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

3. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Distribution Protocol, this Order shall prevail;

4. **THIS COURT ORDERS** that the Distribution Protocol is fair, reasonable and in the best interests of the Class;

5. **THIS COURT ORDERS** that the Distribution Protocol is hereby approved pursuant to section 27.1 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms;

6. **THIS COURT ORDERS** that this Order, including the Distribution Protocol, is binding upon each member of the Class who did not validly opt out, including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this proceeding;

7. **THIS COURT ORDERS** that Verita Global (the "**Claims Administrator**") be appointed to implement the terms of the Distribution Protocol and Settlement Agreement;

8. **THIS COURT ORDERS** that the Claims Administrator may apply the Distribution Protocol in assessing the individual entitlements of the Class Members to the Net Settlement Fund without further order of the Court;

9. **THIS COURT ORDERS** that the Claims Administrator will be remunerated its reasonable fees and disbursements from the Settlement Fund without further approval of the Court;

10. **THIS COURT ORDERS** that the settlement approval notice attached hereto as **Appendix "B"** (the "**Settlement Approval Notice**") is approved;

11. **THIS COURT ORDERS** that the Class shall be provided with Settlement Approval Notice by:

a. mail and/or email to:

i. anyone who inquired with Class Counsel regarding the within action, to the extent that Class Counsel has their name, mailing address and/or email information; and,

ii. anyone included in the list of Class Members provided by the Defendants pursuant to the Settlement Agreement; and

b. the publication by Class Counsel on their website.

12. **THIS COURT ORDERS** that for purposes of the administration and enforcement of the Distribution Protocol and this Order, this Court will retain an ongoing supervisory role;

13. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.

The Honourable Justice Glustein

APPENDIX "A"

DISTRIBUTION PROTOCOL

A. DEFINITIONS

1. For the purpose of this Distribution Protocol the Definitions used in the Settlement Agreement dated February 27, 2026 apply, in addition to the definitions below.

a) *Claims Administrator* means Verita Global

b) *Net Settlement Fund* means the Settlement Fund less Class Counsel Fees, Class Counsel Disbursements, taxes, Administration Expenses and CPF levy as approved by the Court.

B. GENERAL PRINCIPLES OF THE ADMINISTRATION

2. Whereas the total Settlement Amount is CDN $3,250,000, plus interest accrued of CDN $0,000, as a result the total Settlement Fund as of July 1, 2026 date is approximately CDN $0,000,000.

3. This Distribution Protocol is intended to govern the administration of the Net Settlement Fund. Class Members will be able to complete all necessary steps to make a claim to the Net Settlement Fund by completing a digital or paper claim form which will require their name, contact information and confirmation of how they wish to receive payment.

C. THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

4. The Claims Administrator shall administer this Distribution Protocol in accordance with the provisions of the Orders of the Courts and the ongoing authority and supervision of the Court.

5. The Claims Administrator's duties and responsibilities shall include the following:

a) providing notice(s) to the Class Members of the approved Settlement Agreement, if granted by the Court, distributing by email and mail a copy of the claim form and making the claim form available online;

b) overseeing the administration process and communications with the Class Members, including a bilingual administration website;

c) Delivering and receiving claim forms from Class Members and making determinations of class membership only if necessary;

d) arranging payment to Class Members in a timely fashion;

e) reporting the results of the administration process and the intended distributions to Class Counsel in a timely fashion;

f) maintaining the administration information so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Court;

g) remitting amounts payable to the Class Proceedings Fund;

h) reporting to Class Counsel respecting Claims received and administered and administration expenses;

i) holding the Net Settlement Fund in their Trust Account and making all payments from the Net Settlement Fund as authorized;

j) cash management and audit control; and

k) preparing and submitting reports and records as directed by Class Counsel or the Court.

6. Class Counsel shall oversee the claims process and provide advice and assistance to the Claims Administrator regarding this Distribution Protocol and the claims process.

D. CLASS MEMBER COMPENSATION

7. Whereas the class is comprised or retirees of Avon Canada Inc. and their surviving spouses and any dependent children, totalling 492 unique retiree or surviving spouse class members and an unknown but assumed to be minimal number of dependent children. It is estimated that the class consists of approximately 71 estates.

8. Each Class Member shall share equally in the Net Settlement Fund, subject to the following exceptions:

a) Class Members who were only in receipt of the death benefit shall receive 40% of the amount paid to class members who were in receipt of both the post-retirement health benefit and the death benefit.
b) Estates of individuals who deceased prior to January 1, 2020 shall not receive compensation.
c) If a claim is made by a retiree or surviving spouse and their dependent child/children, the claim shall be treated as a single claim by the retiree or surviving spouse; and
d) If a claim is made on behalf of the estate of a retiree and a claim is made by a surviving spouse of the same retiree, the claim shall be treated as a single claim by the surviving spouse.

9. The estate of any Class Member is entitled to make a claim as if the Class Member was making the claim subject to the Claim Administrator being satisfied the person submitting the claim has the right to act on behalf of the estate.

10. For example, if the Net Settlement Fund was $2,065,950 after the deduction of all legal fees, levies and administration expenses, and 395 people claimed who had the death benefit and medical benefit and 15 people claimed who had only the death benefit, the following payments before withholding taxes would be allocated:

11. Those with only the death benefit would each be allocated: $2,060.80

12. Those with both the death benefit and medical benefit would each be allocated: $5,152.00

13. If any individual fails to deposit their compensation after all reasonable attempts have been made to ensure the individual deposits their compensation, the residue of unclaimed compensation shall be paid to the Canadian Red Cross and Canadian Mesothelioma Foundation in equal parts.

E. THE ADMINISTRATION PROCESS

14. Generally, the claims administration process will be as follows:

Step 1: Direct Notice of the Claims Procedure

15. The Administrator shall send direct notice to the Class Members by email and postage mail using updated contact information from Avon Canada Inc.

Step 2: Class Members shall complete a claim form

16. To receive compensation, Class Members will be required to complete an online or paper claim form. The claim form will only require class members to confirm their contact information and how they wish to receive the compensation, whether by cheque or e-transfer.

Step 3: Distribution

17. Six (6) months after notice is distributed, the Administrator shall prepare a report on the number of claims and shall issue payment to those Class Members.

Step 4: Report to Court and Direction on Further Steps

18. Six (6) months after notice is distributed, the Administrator shall report on the number of claims made, number of claims rejected, number of claims accepted and any other information it believes relevant or as directed by Class Counsel and/or the Court. The report of the Claims Administrator shall be provided to the assigned case Management Judge and all counsel.

19. The Administration Expenses shall be paid from the Settlement Fund.

G. RESIDUAL DISCRETION

20. Notwithstanding the foregoing, if Class Counsel have reasonable and material concerns that the Distribution Protocol is producing an unjust result, failing to achieve a reasonable take-up rate, resulting in fraud or unjustly depleting the Net Settlement Fund, they shall seek a reasonable modification to this Distribution Protocol.

21. In arriving at a determination that an unjust result is occurring or that a modification is required or recommended, and in considering what modification may be required, Class Counsel shall seek comments or input from the Defendants and the Administrator.

APPENDIX "A"

I. CONFIDENTIALITY

22. All information received from the Defendants, Class Counsel or the Class is collected, used, and retained by the Claims Administrator pursuant to, inter alia, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.

23. The information provided by the Class Members in the claim form shall be treated as confidential and not disclosed to anyone except for the Claims Administrator, those employed by the Claims Administrator and Class Counsel, unless the Class Member gives written permission or the Court directs otherwise.

APPENDIX "B"

NOTICE OF APPROVED SETTLEMENT

AVON POST-RETIREMENT BENEFITS CLASS ACTION

You are receiving this notice because you are a Class Member (defined below) in the Avon Class Action (defined below).

PLEASE READ THIS CAREFULLY. It describes how to claim your share of the settlement.

A settlement has been reached regarding the termination of post-retirement benefits for Avon Canada Inc. retirees, surviving spouses, and dependent children. The settlement resolves a class action brought by Linda Crawley and Judy Bradacs against Avon Canada Inc. and New Avon LLC (collectively, "**Avon**") (the "**Avon Class Action**"). Goldblatt Partners LLP represents the Class (defined below) ("**Class Counsel**").

You are a member of the Class (a "Class Member")[1] if you fall within the following definition of "Class":

(a) All retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to January 20, 2022, and who were alive as of December 16, 2017; and

(b) All surviving spouses and dependent children of the persons described in (a).

For more information about this class action and the settlement, please go to: [insert website]. If you have questions, you may also contact the Claims Administrator at [insert contact].

What is the settlement?

Avon has agreed to settle the class action for a total all-inclusive payment of $3.25 million. The Court has now approved the settlement, lawyers' fees and related expenses. You can read the Court's reasons approving the Settlement Agreement, Fees and Distribution Protocol at [insert admin website link].

[1] If you opted out of the Avon Class Action, you cannot participate in the settlement. Opting out means that you specifically asked not to be included in the Avon Class Action when it was certified.

What should I do?

If you are a Class Member, complete the attached form and return it by email or letter mail to the Claims Administrator at the addresses provided on the form. You can also go to [insert website] and complete the form online.

You must complete the form **by no later than [6 month filing deadline]**.

After the filing deadline of [●], the Claims Administrator will review your claim to make sure you are eligible to receive a share of the settlement. If you are eligible, you will receive your share of the settlement by your choice of cheque or e-transfer.

Your individual payment will be calculated based on an equal share of the Net Settlement Fund among all Class Members who submitted a valid claim.

You can read the full Distribution Protocol and Settlement Agreement at [insert website].

Where can I ask more questions?

Verita Global has been appointed by the Court to administer this settlement. Any questions can be sent to Verita at [insert admin contact].

You can also contact Class Counsel:

Goldblatt Partners LLP
Attention: Tara Sheppard
20 Dundas Street West, Suite 1039
Toronto, Ontario, M5G 2C2
Tel: ADD NUMBER
Fax: 416-591-7333
Email: tsheppard@goldblattpartners.com

Interpretation

This notice contains a summary of some of the terms of the Settlement Agreement and the Distribution Protocol. If there is a conflict between the provisions of this notice and the Settlement Agreement or the Distribution Protocol, the terms of the Settlement Agreement or Distribution Protocol, as applicable, shall prevail.

PLEASE DO NOT CALL AVON, THE COURTHOUSE OR THE REGISTRAR OF THE COURT ABOUT THIS SETTLEMENT.

This notice was approved by the Ontario Superior Court of Justice.

CRAWLEY, et al.	- and - **AVON CANADA INC., et al.**	Court File No.: CV-19-00632937-00CP
Plaintiffs	Defendants	

TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

ORDER
(DISTRIBUTION PROTOCOL, ADMINISTRATION, AND NOTICE)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
Tel: 416-977-6070 / Fax: 416-591-7333

Jody Brown LS#58844D
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Tel: 416-979-4386

Lawyers for the Plaintiffs

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____, THE
	)	
JUSTICE GLUSTEIN	)	_____ DAY OF _____, 2026
	)	

B E T W E E N **:**

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

ORDER
(CLASS COUNSEL FEE AND CPF LEVY)

THIS MOTION made by the Plaintiffs for an Order approving the payment of legal fees and disbursements of Goldblatt Partners LLP ("**Class Counsel**") and payment of disbursements and levy to the Law Foundation of Ontario Class Proceedings Fund ("**CPF**") was heard this day by videoconference.

WHEREAS the Court approved the Settlement Agreement between the parties pursuant to the *Class Proceedings Act, 1992*;

ON READING the materials filed and on hearing the submissions of Class Counsel;

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT ORDERS** that the retainer agreement entered into by the Representative Plaintiffs and Class Counsel dated November 28, 2019 (the "**Retainer Agreement**") is hereby approved;

3. **THIS COURT ORDERS** that the fees plus applicable taxes of Class Counsel in the amount of $650,000.00 plus HST are hereby approved and shall be paid from the settlement funds;

4. **THIS COURT ORDERS** that disbursements in the amount of $70,140.07 and taxes thereon are hereby approved and shall be paid from the settlement funds, inclusive of $33,238.95 payable to the Class Proceedings Fund;

5. **THIS COURT ORDERS** that the CPF shall receive a levy payable from the settlement funds calculated pursuant to Reg. 771/92 after all administration expenses are paid.

The Honourable Justice Glustein

CRAWLEY, et al.	- and - **AVON CANADA INC., et al.**	Court File No.: CV-19-00632937-00CP
Plaintiffs	Defendants	

TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

ORDER
(CLASS COUNSEL FEE AND CPF LEVY)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
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Tel: 416-979-4386

Lawyers for the Plaintiffs

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

AFFIDAVIT OF CHARLES SINCLAIR
(Affirmed October 20, 2026)

I, Charles Sinclair, of the City of Toronto, in the Province of Ontario, **DO SOLEMNLY AFFIRM:**

1. I am a lawyer with the firm Goldblatt Partners LLP, counsel for the Plaintiffs in this matter, and as such, I have knowledge of the matters to which I hereinafter depose. Where I have relied on information that I have obtained from others, I have stated the source of that information and I believe it to be true.

A. Background of the Class Action

2. Linda Crawley and Judy Bradacs (the "Plaintiffs") are retirees of Avon Canada Inc. ("Avon Canada") and the representative plaintiffs in this class action. Linda Crawley worked at Avon Canada from 1975 until 2015 and Judy Bradacs worked from approximately 1975 until 1999. Avon Canada is a company selling cosmetics, skin care, fragrance, personal care products along with clothing, accessories, and home products.

3. Prior to January 1, 2020, retirees of Avon Canada who were at least 55 years of age and had 15 years of service were eligible for benefits during retirement, consisting of a health benefit and a death benefit (collectively the "Post-Retirement Benefits"). The health benefit covered a percentage of eligible medical related expenses such as eye exams, nursing care, hearing aids, osteopath and other services, subject to a $20,000 lifetime maximum (the "Health Benefit"). The death benefit consisted of a payment to a beneficiary of either $5,000 or $7,500 upon the death of the Avon Canada retiree (the "Death Benefit"). A more detailed summary of the Post-Retirement Benefits is further below and attached as **Exhibit "A"**.

4. By way of letter dated April 17, 2019, Avon Canada advised retirees that all Post-Retirement Benefits would be terminated effective January 1, 2020. On January 1, 2020 the Post-Retirement Benefits were cancelled. A copy of the April 17, 2019 letter is attached as **Exhibit "B"**.

5. This class action was commenced by a Statement of Claim issued on December 16, 2019 (the "Claim"). A copy of the Claim is attached as **Exhibit "C"**.

6. The Claim sought damages on behalf of a class of Avon Canada retirees and their dependents for the termination of Post-Retirement Benefits, or the reinstatement of the benefits. The Claim advanced causes of action in breach of contract, unjust enrichment, breach of fiduciary duty and negligent misrepresentation. The defendants to the Claim were Avon Canada Inc. and New Avon LLC (the "Defendants").

7. The Claim was served on Avon Canada Inc.'s counsel on January 6, 2020. The Claim was served on New Avon LLC at their office in New York on January 8, 2020.

8. The following is a condensed timeline of the procedural steps in the action following the service of the Claim up until the conclusion of mediation:

(a) **December 18, 2020**: the Plaintiffs served their motion record for certification. The motion record consisted of affidavits from the two representative Plaintiffs and a clerk affidavit. Numerous historical employee letters, pamphlets and booklets outlining the post-retirement benefits were collected and attached as exhibits to the motion record.

(b) **June 14, 2021**: the Plaintiffs submitted an application for funding to the Class Proceedings Committee (CPC) and attended a funding hearing on November 24, 2021. The class action received confirmation of funding on November 30, 2021.

(c) **January 11, 2022**: certification was negotiated to proceed on consent and the Plaintiffs served their Factum in support of consent certification.

(d) **January 20, 2022**: the action was certified as a class proceeding on consent, with only the breach of contract and unjust enrichment claims certified as agreed. A copy of the January 20th, 2022 endorsement and certification order is attached as **Exhibit "D"**. A copy of the certification order is attached as **Exhibit "E"**.

(e) **June 10, 2022**: the Defendants served their Statement of Defence, a copy of the Statement of Defence is attached as **Exhibit "F"**.

(f) **June 16, 2022**: the Plaintiffs served their Reply to the Statement of Defence. A copy of the Reply to the Statement of Defence is attached as **Exhibit "G"**.

(g) Approximately **January 31, 2023**: distribution of the notice of certification was completed by email and postage mail. The deadline for any Class Members to opt out was April 3, 2023. A total of four Class Members opted out.

(h) **Late 2023 to early 2024**: the parties consulted regarding discovery.

(i) **February 28, 2024**: the Plaintiffs delivered their Affidavits of Documents.

(j) **May 7, 2024:** after extensive consultation, the parties executed a discovery plan (the "Discovery Plan").

(k) **May 10, 2024**: The Defendants delivered their first set of productions, consisting of scanned copies of historical hard copy records. The parties anticipated an extensive and expensive e-discovery process for electronic records.

(l) **July 26, 2024**: The Plaintiffs retained Eckler to provide an actuarial opinion on the aggregate loss to the Class.

(m) **March 4, 2025**: Eckler completed their review of Class membership data provided by the Defendants as of September 30, 2024 for purposes of providing an actuarial estimate of the aggregate loss to the Class.

(n) **October 14, 2025 - October 21, 2025**: the parties exchanged mediation materials.

(o) **October 24, 2025**: first mediation was adjourned to permit Eckler to consider new Post-Retirement Benefit records provided by the Defendants.

(p) **December 5, 2025**: the parties attended mediation with Joel Wiesenfeld and execute minutes of settlement.

(q) **February 27, 2026**: the parties executed a settlement agreement.

B. The Post-Retirement Benefits

9. The Post-Retirement Benefits consisted of the Health Benefit and the Death Benefit. The Health Benefit reimbursed a percentage of eligible expenses for a variety of medical expenses such as eye care and hearing aids. The costs of the Health Benefit were shared by Avon Canada and the retiree. The retiree paid a monthly premium for the benefits, which differed if it was for single or family coverage or depending on the year they retired. The Health Benefit had a lifetime maximum of $20,000 for a covered person, which included the retiree, eligible spouses, and eligible children. This was increased by a maximum of $1,000 each year but only up to the

limit of $20,000. If a covered person received a total reimbursement of $20,000 during a single year, they would still be entitled to a maximum reimbursement of $1,000 the following year and, in subsequent years, would be reimbursed to a maximum of $1,000 each year for eligible expenses.

10. The Death Benefit provided $7,500 to a beneficiary upon the death of a retiree. In March 2017, Avon Canada announced a reduction in this benefit from $7,500 to $5,000 effective April 30, 2017. There is some disagreement in the actuarial reports about when and how the reduction operated.

11. A summary of the coverage is contained in Appendix "C" to the Eckler report discussed below, which is excerpted at **Exhibit "A"** above.

C. The Class

12. The certified Class is defined as:

(a) all retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to the date of certification, and who were alive as of December 16, 2017; and

(b) all surviving spouses and dependant children of the persons described in (a). (the "Class" or "Class Members".

13. The Class consists of 492 individuals or estates. From the Defendants' records, Eckler identified a total of 521 retiree or surviving spouse records. From the 521, Eckler removed 1 duplicate record and 27 retirees with no Health Benefits and who deceased prior to the Death

Benefit being canceled on January 1, 2020. As a result, Eckler identified 492 retirees and surviving spouses, including estates of individuals who deceased after January 1, 2020.

D. Liability Risks

14. The Defendants denied all the certified claims and reserved their rights to articulate further positions in the event that individual proceedings occurred in the future. The Statement of Defence, in general terms, pled that Avon Canada had always reserved its right to modify or terminate the Post-Retirement Benefits at any time and there was no contract with surviving spouses or dependants, plus further defences. The Statement of Defence pled that New Avon LLC ("Avon US") was not a proper defendant to the action. A copy of the Statement of Defence is attached above as **Exhibit "F".**

15. A central issue in the case was whether Avon Canada had adequately reserved its rights to amend or discontinue the Post-Retirement Benefits in the future after an employee completed 15 years of service or retired. The Plaintiffs took the position that through various common employee benefit documents between 1983 to 2015, Avon Canada had committed to providing the Post-Retirement Benefits and could not terminate or alter the benefits after a Class Member had committed 15 years of service and/or retired. A chart summarizing the alleged promises in benefit documents relied on by the Plaintiffs is attached as **Exhibit "H"**.

16. Some of the same benefit documents outlining the alleged promise of benefits also contained language regarding Avon Canada's potential reservation of rights. The reservation of rights language evolved and changed over several decades between 1994 to 2017. Four of the reservation of rights clauses are itemized below:

Date	Reservation of Rights Clause
1994	"Avon reserves the right to cancel the Group Retiree Benefit Insurance Program, at its sole discretion, upon thirty (30) days written notice." (translated from French)
1997	"Avon reserves the right to modify or discontinue the Retiree Benefits Group Insurance Program, at its sole option, upon thirty (30) days written notice."
2003	"Avon reserves the right to amend or terminate the Group Insurance Program for retirees at any time, and to amend the Program's cost-sharing provision, subject to a 30-day written notice."
2017	"The Policyholder reserves the right to amend or suspend any coverages, including coverages for retirees, that are provided under the group policy as well as terminate the group policy in its entirety at any time with respect to active Participants (including those that may be absent due to a disability) as well as retired Participants after their retirement. In addition, the Policyholder reserves the right to change the contribution requirements for the coverages, including coverages for retirees, provided under the group policy at any time with respect to active Participants (including those that may be absent due to a disability) as well as retired employees after their retirement."

17. By 1994, Avon Canada stated in its employee pamphlets that it had the right in its sole discretion to terminate the Post-Retirement Benefits. The 1994 language was expanded by 2003 to include reference to termination or amendment "at any time" and by 2017 the reservation of rights clause expanded Avon Canada's alleged power with greater particularity. There is no evidence about how or when Avon Canada distributed the documents with these clauses to Class Members or otherwise brought them to the attention of Class Members.

18. The Plaintiffs' position was that once an employee had committed 15 years of service, the Post-Retirement Benefits were effectively vested and irrevocable. The Plaintiffs' position was that if an employee committed 15 years of service, once they retired, Avon Canada was required to provide the Post-Retirement Benefits in perpetuity.

19. The reservation of rights language presented several different levels of risk on liability, which included:

(a) That the language introduced in 1994 was sufficiently clear and that regardless of service or retirement, the alleged promise always included a condition that the benefits could be amended or discontinued;

(b) That if the 1994 language was not sufficiently clear, a future iteration of the reservation of rights clause that provided greater specificity of Avon Canada's rights could be treated as clear; and

(c) That a finding of liability would only apply to part of the Class based on different combinations of whether the vesting trigger was years of service or retirement date and the reservation of rights clause in operation at the time. For example, a court could find that only Class Members with 15 years of service prior to 1994 would succeed or only those who retired prior to 2003.

20. In addition to the reservation of rights clauses, Avon Canada relied on its prior conduct in modifying the Post-Retirement Benefits, including the reduction of the Death Benefit, decreases in coverage in the Health Benefit, increases in the premium paid by the retiree, increases in the proportion of the program costs paid by retirees, and limits on reimbursement for certain expenses. Avon Canada took the position that its conduct therefore aligned with the reservation of rights it alerted employees and retirees to.

21. An overarching and inherent risk for the Class was not just losing on part of liability, but the passage of time combined with an elderly class. Further time could also include a determination in favour of the class that would lead to individual mini trials on the question of damages. The Class is by definition composed entirely of retirees. The average age of the Class Members as of 2024 was 76.7 years, according to the analysis done by Eckler. Between 2020 to

2024, 70 Class Members passed away according to the Eckler report. There was a significant risk that even a beneficial final outcome would not make it to the majority of an increasingly elderly Class.

E. Damages Risk

22. The Plaintiffs retained Eckler, an actuarial consulting firm, to prepare an opinion on damages. Eckler prepared a report dated March 4, 2025 (the "Eckler Report"), a full copy of which is attached as **Exhibit "I"**. Eckler was not asked to express a view on liability, and its damages calculations were premised on an assumption of liability.

23. Eckler received Class Member data related to age, sex and coverage type. Eckler also received plan member documents summarizing coverage. Eckler did not initially receive historical plan data regarding membership usage of the Post-Retirement Benefits, instead Eckler relied on assumptions regarding usage based on their experience with similar plans.

24. Eckler calculated two aggregate loss categories:

(a) The Accumulated Value (AV) loss, calculated from January 1, 2020 until December 31, 2024. This was estimated to be: **$2,437,300**.

(b) The Present Value (PV) loss, this amount being the future estimated loss for the Class. This was estimated to be: **$7,405,500**.

25. The total aggregate loss calculated by Eckler was **$9,842,800**.

26. The Defendants retained Mercer to review the Eckler Report and to quantify the Plaintiffs' claim for potential lost value of the Post-Retirement Benefits. Mercer was similarly not asked to express a view on liability, and its damages calculations were premised on an assumption of liability. Mercer estimated the total potential loss based on the Plaintiffs' "best

case scenario" outcome to be **$4,734,000** (**$1,713,000** in Death Benefits and **$3,021,000** in Health Benefits).

27. In summary, the differences in the Eckler calculation and the Mercer calculation were a product of three principal issues:

(a) When calculating estimated claims costs for the Class, Eckler derived its estimate from the claims costs of other similar employer-sponsored benefit plans. In comparison, Mercer derived its estimate from the actual historical claims of the Class, from a two-year snapshot in the last years when the Post-Retirement Benefits were active, and adjusted for inflation. As a result, Mercer's estimated total potential loss for health benefits was approximately $3,600,000 lower than that of Eckler;

(b) The Death Benefit for all retirees was reduced from $7,500 to $5,000 effective April 30, 2017, which was not accounted for in Eckler's estimate. As a result, Mercer's estimated total potential loss for Death Benefits was approximately $800,000 lower than that of Eckler; and

(c) Eckler and Mercer applied a different margin or trend factor to allow for potential increases in the claim costs (e.g. as a result of government cost shifting, increased cost of living, etc.).

28. As noted above, the $3.6 million difference between the calculations of Eckler and Mercer resulted primarily from Mercer using actual historical claims from the Class while Eckler used estimates. At the time Eckler prepared its report, Eckler did not have access to historical claims data. Prior to the mediation held on December 5, 2025, Eckler was given access to the same data Mercer had access to. The Plaintiffs did not provide a further report from Eckler.

29. Both of the Mercer and Eckler numbers were aggregate numbers assuming complete success on liability for all Class Members regardless of the year when they completed 15 years of service and regardless of the year of retirement.

30. The principal risks regarding damages consisted of the following:

(a) That a court would ultimately prefer and accept the Mercer calculation or a similar actuarial calculation based on actual historical claims data rather than the Eckler number; and

(b) That any damages could be reduced based upon differing findings of liability for different groups of Class Members.

F. Settlement and Distribution

31. The total settlement with the Defendants is $3.25 million, all inclusive of fees and administration expenses. The proposed settlement represents approximately 69% of the Mercer damages calculation. The $3.25 million is invested in an interest-bearing trust account with the interest forming part of the settlement funds. Total interest earned to date is $16,100 and the fund will continue to earn interest until distributed. The settlement is non-reversionary.

32. After the deduction of all legal fees and disbursements, taxes, CPC levy and estimated administration expenses, it is estimated the fund to pay claims will be approximately $2,039,140 (the "Net Settlement Fund"). A detailed accounting of the Net Settlement Fund is below:

Settlement Fund	$ 3,266,100.00
Legal Fees	$ 650,000.00
HST on Fees	$ 84,500.00
Administration Expenses	$ 200,000.00
Disbursements	$ 65,888.65
CPF Levy	$ 226,571.14
NET SETTLEMENT FUND	**$ 2,039,140.22**

33. Class Counsel is proposing that the Net Settlement Fund be distributed largely in equal parts to the majority of the Class, subject to the below exceptions:

(a) The proposed distribution does not give any compensation to the estates of Class Members who deceased prior to January 1, 2020. The class period includes individuals who were alive up to December 16, 2017, being two years prior to the issuance of the Claim. The Post-Retirement Benefits were still in place between December 16, 2017 and January 1, 2020, any Class Member who deceased prior to January 1, 2020 would have received the full use of their benefits and have no claim for further damages. The Eckler report did not assign any damages to anyone who deceased prior to January 1, 2020;

(b) If the estate of a Class Member makes a claim and a surviving spouse makes a claim, only the surviving spouse will receive compensation; and

(c) For any Class Member who was only in receipt of the Death Benefit and was not in receipt of the Health Benefits, those claims will be paid at 40% of the value of claims for Class Members who were in receipt of both benefits. There are approximately 42 class members who were only in receipt of the Death Benefit.

34. By way of example, if the Net Settlement Fund was $2,039,140, and 83% of the Class made claims consisting of 395 people who had the Death Benefit and Health Benefit, and 15 people who only had the Death Benefit, the following payments before withholding taxes would be allocated:

(a) Those with only the Death Benefit would each be allocated: $2,034; and

(b) Those with both the Death Benefit and Health Benefit would each be allocated: $5,085.

35. The claims process will require that a claimant fill in an online or paper form to confirm they wish to receive payment and how they wish to receive payment, along with their contact information. There is no further information required by Class Members to make a claim to the compensation and there is no evidence required of any Class Member to establish eligibility. The claims process is intended to be simple and easy to use for retirees.

36. The overarching principle of the distribution is to compensate those who lost the most benefits with more compensation, while keeping the distribution streamlined and avoiding the need for individual evidence. A full copy of the proposed distribution protocol is attached as **Exhibit "J"**.

37. Class Counsel is confident that there should be a high take-up rate as a result of effective notice, given that:

(a) The Class is a relatively small size, consisting of 492 potential claimants;

(b) The Class Members all share a continued connection to their former workplace through a registered pension plan;

(c) The Class Members maintain informal communications between retirees for purposes of social connections; and

(d) The contact information for the purposes of notice is derived from the records of Avon Canada.

G. Proposed Fee

38. The Plaintiffs and Class Counsel executed a retainer agreement dated November 28, 2019. A copy of the retainer agreement is attached as **Exhibit "K"**.

39. The retainer agreement would permit a fee of either 30% or a multiplier of three on incurred time. A 30% contingency fee would be $975,000 and a three times multiplier would be approximately $1,372,113.

40. The proposed fee for Class Counsel is $650,000, equal to a 20% contingency fee on the settlement of $3,250,000, and a multiplier of approximately 1.42 on the total incurred fee of $457,371. The incurred disbursements of $62,070 all primarily relate to retaining actuarial expert advice on the question of damages. Class Counsel is proposing the fee of $650,000 as it was negotiated with the Plaintiffs in the course of the mediation.

41. The total hours, average rate and years of call of the lawyers with primary carriage of this matter are below:

Lawyer	Year of call	Average Rate	Total Hours	Total Value
Jody Brown	2010	$650	582.0	$378,300
Melanie Anderson	2020	$390	92.0	$35,880
Other lawyers	1985-2020	$692	34.7	$24,023
Clerks		$207	92.6	$19,168
TOTAL			**801.3**	**$457,371**

42. The work has been performed by primarily two counsel who have been engaged on the file since commencement and avoided duplication of work.

H. Honorariums

43. The Plaintiffs wish to be treated the same as their former colleagues and are not asking for any honorariums. While Class Counsel is of the view this proceeding would not have been

brought but for the willingness of the two Plaintiffs and an honorarium would normally be appropriate, Class Counsel is not asking for any honorarium.

44. I swear this affidavit in support of the motions for settlement approval, fee approval and approval of the distribution protocol and for no other improper purpose.

AFFIRMED BEFORE ME by video conference by Charles Sinclair at the City of Toronto, in the Province of Ontario, on October 20, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

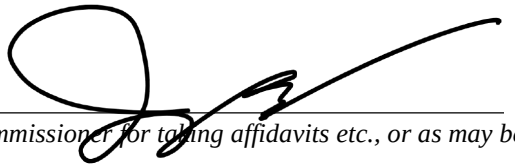
Commissioner for taking affidavits etc. *(or as may be)*

JODY BROWN LSO 58844D

Charles Sinclair

Charles Sinclair

This is **Exhibit "A"** referred to in the
Affidavit of Charles Sinclair affirmed remotely
before me this 20th day of October 2026 in
accordance with O. Reg. 431/20, Administering
Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

Appendix C: **Plan Provisions**

Benefit	
Death Benefit	$7,500 if the member retired before May 1, 2017 $5,000 if the member retired on or after May 1, 2017
Hospital	100% for semi-private up to 120 days per year, no deductible
Rehab/Convalescent hospital	100% for semi-private up to 100 days per year due to the same cause, no deductible
Deductible **Individual/Family**	$50 / $100
Rate of reimbursement	75% of the first $2K in expenses per person per year, and 100% of anything over, except where otherwise stated.
Lifetime Maximum	$20,000 lifetime[1]
Smoking cessation	As per RAMQ
Nursing care	$10,000 lifetime
Prescription Drugs and Ambulance	Unlimited
Diagnostic lab tests and medical imaging	Combined maximum of $750 for 12 consecutive months
Medical appliances and supplies	Unlimited
Artificial prosthesis	Unlimited
Surgical bras	$200 per calendar year
Orthopaedic shoes and orthotics	$300 per 12 months
IUDs	$400 per calendar year
Wigs (for chemo)	$200 lifetime
Accidental dental	Unlimited
Hearing aids and related devices	$400 per 60 months
Eye exams	100%, up to $45 per 24 months One exam per 24 months

[1] The maximum is reduced by the expenses reimbursed to the person each year but is also increased by $1,000 each year back up to the limit of $20,000.

Psychologist, Psychotherapist, Social worker	50% reimbursement, to a maximum of $500 per year for all practitioners combined
Acupuncturist, Chiropractor, Dietician, Massage Therapist, Naturopath, Osteopath, Chiropodist, Podiatrist, Speech Therapist	Max $30 per visit Max $500 per calendar year for all practitioners combined X-rays by Chiropractor, Osteopath or Podiatrist – 1 per calendar year per practitioner
Sports Therapist, Occupational Therapist, Physiotherapist	Max $500 per calendar year for all combined
Survivor Benefits	Coverage continues for dependents' lifetime if they are insured at the time of participant's death

Cost Sharing Terms		
Employer cost-sharing % for medical benefits based on Date of Retirement (DOR)	DOR prior to Jan 1, 2010 DOR between Jan 1, 2010 and Dec 31, 2014 DOR on or after Jan 1, 2015	90% 75% 50%

This is **Exhibit "B"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

AVON

the company for women

April 17, 2019

Dear retiree:

On April 5th, Avon Canada Inc. ("Avon ") announced various changes to its defined contribution pension plan in relation to its associates. This was not a decision made easily but it was necessary in our current economic environment. Please see the enclosed Notice to Plan Members for more information.

Today, we must communicate to you another difficult decision which Avon has had to make regarding its Post Retirement Benefit Program (the "Program") which includes both health insurance and a death benefit.

As you know, Avon has been sponsoring a Post-Retirement Benefit Program for your benefit with the express understanding that the Program could be amended or terminated with a 30 day written notice.

In the past, Avon had been obliged at times to reduce the Post Retirement Benefits or increase the cost sharing of the Program. Unfortunately, in light of the economic environment in which Avon is currently operating and in line with the changes made by New Avon, we must now discontinue the Post Retirement Benefits and terminate the Program in its entirety.

Rest assured that the decision to eliminate your post-retirement benefits does not negatively impact your monthly pension payments.

Mindful that this decision is likely to have an impact on our retirees, Avon shall maintain the Program until December 31, 2019. Please be advised, however, that effective January 1, 2020, there will no longer be an Avon Post Retirement Benefit Program.

Should you have any questions, please don't hesitate to reach out to the Human Resources department.

Sincerely,

Goran Petrovic
General Manager

AVON

the company for women

Le 17 avril 2019

Cher(Chère) retraité(e),

Le 5 avril dernier, Avon Canada inc. (« Avon ») a annoncé des modifications à son régime de retraite à cotisations déterminées à l'égard de ses associés(es). Cette décision n'a pas été prise à la légère, mais elle était nécessaire compte tenu du contexte économique actuel. Veuillez trouver ci-joint l'avis aux membres du régime, qui contient des renseignements additionnels.

Aujourd'hui, nous devons vous communiquer une autre décision difficile qu'Avon a dû prendre concernant son programme d'avantages postérieurs au départ à la retraite (le « programme »), qui comprend une garantie d'assurance maladie et une prestation de décès.

Comme vous le savez, Avon offre un programme d'avantages postérieurs au départ à la retraite à votre égard qui prévoit expressément que celui-ci peut être modifié ou résilié au moyen d'un préavis écrit de trente (30) jours.

Dans le passé, Avon a été obligée à l'occasion de réduire les avantages postérieurs au départ à la retraite ou d'augmenter la contribution financière au programme. Malheureusement, en raison du contexte économique actuel et conformément aux changements effectués par New Avon, nous devons maintenant cesser les avantages postérieurs au départ à la retraite et mettre fin complètement au programme.

Sachez que la décision d'éliminer vos avantages postérieurs au départ à la retraite n'a aucun impact négatif sur vos prestations mensuelles de pension.

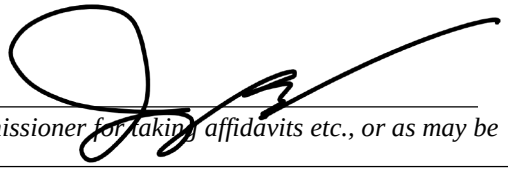
Soucieuse du fait qu'une pareille décision est susceptible d'avoir des répercussions défavorables sur ses retraités(es), Avon maintiendra le programme en vigueur jusqu'au 31 décembre 2019. Veuillez toutefois noter qu'à compter du 1er janvier 2020, il n'y aura plus de programme d'avantages postérieurs au départ à la retraite Avon.

Si vous avez des questions, n'hésitez pas à communiquer avec le Service des ressources humaines.

Agréez, cher(chère) retraité(e), nos sincères salutations.

Goran Petrovic
Directeur général

This is **Exhibit "C"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

Electronically issued
Délivré par voie électronique : 16-Dec-2019
Toronto

Court File No

ONTARIO
SUPERIOR COURT OF JUSTICE

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992,* S.O. 1992, C.6

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and $15,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiffs' claim and $400.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: December , 2019

Issued by _____
Local registrar

Address of court office: 393 University Avenue, 10th Floor, Toronto, ON M5G 1E6

TO: New Avon LLC
1 Liberty Plaza, 165 Broadway New York, NY
10006, United States

AND TO: Avon Canada Inc.
5500 Rte Transcanadienne
Pointe Claire, QC
H9R 1B6

CLAIM

1. The plaintiffs claim:

(a) an order certifying this action as a class proceeding and appointing the plaintiffs as the representatives of the class;

(b) a declaration that each member of the class is entitled, to receive from the defendants, post-retirement benefits as defined below, without reduction and/or elimination, and a mandatory order directing that the defendants provide the class members with the post-retirement benefits without reduction or elimination;

(c) damages of $80,000,000.00 for breach of contract, or in the alternative, for breach of fiduciary duty, negligent misrepresentation, and / or unjust enrichment in an amount to be determined at trial or on a reference or references;

(d) punitive damages in the amount of $5,000,000.00

(e) pre-judgment and post-judgment interest;

(f) the costs of this action on a substantial indemnity basis;

(g) the costs of administering the plan of distribution of the recovery in this action; and

(h) such further and other relief as may be required and as this honourable court deems to be just.

THE PARTIES

(a) Linda Crawley

2. Linda Crawley ("Crawley") lives in Quebec and was a loyal employee of Avon Canada Inc. ("Avon Canada"). Crawley retired from Avon Canada in 2015 in her fortieth year of service and dedicated virtually her entire working life to Avon Canada.

3. Crawley started working in Avon Canada's shipping department as a Typist/clerical worker in 1975, it was her first job out of college and she was 17 years old. In Approximately 1976 or 1977 she worked as a Stenographer/Secretary in the Service Section of the Representative Service Department. In 1977, she left Avon Canada for several months, but was then rehired into the Representative Service Department in the Autumn of 1977. In the mid-1980s She became an Executive Administrative Assistant to the Director in the Branch Operations/Customer Service Division and was also performing investigations for the Legal Department of Avon Canada concurrently since the mid-1990s. Crawley formally became the Executive Administrative Assistant to the Director of the Avon Legal Department in approximately 2011. Crawley worked in the Legal Department until she retired in 2015.

4. Upon retirement, Crawley was provided post-retirement benefits in accordance with the repeated representations made to her and the class throughout their careers. The post-retirement benefits were provided as deferred compensation for loyal employment. As a retiree, the post-retirement benefits are a valuable component of her retirement plan and retirement security.

(b) Judy Bradacs

5. Judy Bradacs ("Bradacs") retired in 1999, she was a loyal employee for 23 years.

6. Bradacs resides in Ontario and spent the majority of her career working in Ontario for Avon Canada, starting with Geni from 1975-1979, which was eventually bought by Avon. Bradacs worked as an Avon District Manager in Ontario from approximately 1980-1985. From 1985-1990 she worked as a Division Manager in Ontario. In Approximately 1990, she was transferred to Avon Canada's Montreal office to assume the role of Manager of Sales Support Head Office. Bradacs officially retired in 1999.

7. Bradacs contributed her best years of employment to Avon Canada, on the explicit representation from Avon Canada that it would take care of loyal employees once they retired. Upon retirement, she was provided post-retirement benefits in accordance with the repeated representations made to her and the class throughout their careers. The post-retirement benefits were provided to her as deferred compensation for her loyal employment. As a retiree, the post-retirement benefits are a valuable component of her retirement plan and retirement security.

(c) Avon

8. The Avon brand was founded in 1914, eventually becoming Avon Products Inc., a multinational and multibillion dollar company with subsidiaries across the globe. For decades, the Avon brand, Avon Products Inc. and Avon Canada were a dominant force in cosmetic sales in North America and globally, Avon built itself into a multibillion dollar company due to the loyal and dedicated service of its employees.

9. The Avon brand began to experience a decline in 2012. In 2013, Avon Products Inc. closed its branch in France. In 2018, Avon Products Inc. closed branches in Australia and New Zealand. Despite a decline, Avon remains one of the most well-known beauty products brands in North America.

10. Avon Canada Inc. is a federal corporation with its registered office in Pointe-Claire, Quebec. Avon Canada Inc. was a direct subsidiary of Avon Products Inc.

11. On March 1, 2016, Avon Products Inc. separated its North American business into a privately held company, New Avon LLC (New Avon), which was majority owned and operated by Cerberus Capital Management, L.P. ("Cerberus"). Avon Products Inc. Maintained a 19.9% share in New Avon LLC. In August 2019, LG Household & Health Care, Ltd. purchased the interests which Avon Products Inc. and Cerberus held in respect of New Avon.

12. Pursuant to agreements between Avon Products Inc. and Cerberus, Avon Products Inc. transferred assets and liabilities to New Avon, including (i) assets primarily related to the North American operations (including approximately $100 million of cash), (ii) assumed pension and post-retirement liabilities of the North American business, (iii) the employees of the North American business. In exchange, Avon Products Inc. received a 19.9% ownership interest of New Avon.

13. Avon Products Inc. transferred approximately $60.4 million of post-retirement liabilities to New Avon, namely, retiree medical and supplemental pension liabilities in respect of employees and former employees in the North American operations.

14. Avon Canada was, at all material times, the employer of every member of group (a) of the proposed plaintiff class described below. Avon Canada and Avon Products Inc. were independently, or jointly, responsible for the administration of the post-retirement benefits on behalf of all members of the class. Some or all of Avon Canada's and Avon Products Inc. legal obligations in respect of the post-retirement benefits owed to the class were transferred to New Avon. At the time the liabilities were transferred to New Avon, it was represented the liabilities had actual value.

15. Avon Canada Inc. and New Avon (collectively "Avon") are jointly and severally liable to pay the class the post-retirement benefits, or any damages which may arise from cessation of the post-retirement benefits. The defendants have agreements of indemnification and contribution as between them in regards to the cessation of post-retirement benefits. The specific terms of the agreements are only known to the defendants.

POST-RETIREMENT BENEFITS

16. The post-retirement benefits consist of a death benefit payable to the class member's designated beneficiary and extended medical benefits subject only to a $20,000 lifetime maximum.

THE CLASS

17. The plaintiffs bring this action on their own behalf and on behalf of the following class of persons:

> "(a) all retirees of Avon Canada Inc. who were alive as of December 16, 2017; and
>
> (b) all surviving spouses and dependent children of the persons described in (a)" (the "class" or "class members").

CONTRACTUAL ENTITLEMENT TO POST-RETIREMENT BENEFITS

18. Avon Canada entered into contracts of employment with each of the class members described in group (a) above.

19. Avon Canada agreed that in exchange for, and as deferred compensation for, the labour and services provided by each of the class members in group (a), it would pay for or otherwise provide all of the class members in group (a) with post-retirement benefits, including coverage for dental, orthodontic, hearing and vision care; comprehensive medical, long-term and chronic care; semi-private hospital accommodation; prescription drugs; out-of-province medical, paramedical and prosthetic expenses; death benefit (collectively, the "post-retirement benefits").

20. Avon Canada agreed to provide post-retirement benefits to the class members in group (b) as deferred compensation for the labour and services provided by the individuals in group

(a). Furthermore, it was contemplated by the parties to the contract, that the class members in group (b) would be entitled to, and would be the beneficiaries of the post-retirement benefits.

21. The post-retirement benefits, which Avon Canada agreed to pay or otherwise provide to class members, are described in standard format benefits policies, benefits statements, benefits summaries, benefits booklets, letters, notices, and other written documents provided to or made available to class members by Avon Canada or by agents or employees of Avon Canada. Such written documents purported to be, and were in fact, binding on the class members.

22. Further, Avon Canada and its agents made written promises by way of standard-form letters to class members described in group (a), on or after their retirement, with respect to the basic group life insurance benefits, confirming and committing to the continued provision of a certain amount of such benefits to class members for the remainder of their lives.

23. The post-retirement benefits vested irrevocably as work and labour was being performed by class members in group (a), and Avon could not lawfully reduce or eliminate such benefits or such pro-rata portion of benefits after they were earned. In the alternative, the post-retirement benefits vested after 15 years or on the retirement of the class members described in (a), and Avon could not lawfully thereafter reduce or eliminate such benefits thereafter.

24. All improvements to post-retirement benefits made after retirement also vested as they were provided and Avon could not lawfully thereafter reduce or eliminate such benefits.

REDUCTION OR ELIMINATION OF POST-RETIREMENT BENEFITS

25. In April 2019, Avon Canada announced the post-retirement benefits would be eliminated entirely, effective January 1, 2020. Avon Canada advised that the termination was in accordance with the directions of New Avon.

26. Avon gave no prior notice of the intended termination.

BREACH OF CONTRACT

27. Avon is in the process of eliminating the post-retirement benefits and has confirmed it will proceed with its stated intention to cease providing all benefits effective January 1, 2020.

28. In retroactively and unilaterally purporting to modify the consideration previously earned by class members in group (a), and now due and accruing, Avon has breached and is continuing to breach its contracts with the class members.

29. Furthermore, it was a term of the contracts that Avon would act in good faith, which term Avon breached by reducing or eliminating the post-retirement benefits, having regard exclusively to its own interests, and contrary to the interests of class members.

UNJUST ENRICHMENT – *QUANTUM MERIT*

30. In the alternative, if Avon is not contractually obliged to provide the post-retirement benefits as set out above, the class members are entitled to recover the value of such benefits on a *quantum meruit* basis.

31. The defendants received the value of the class members' work and labour on the basis of its written representations described in paragraph 21 and 22 above, that class members would receive the post-retirement benefits.

32. The work performed by the class members in group (a) gave rise to benefits enjoyed by Avon for which the class members suffered corresponding deprivations.

33. Class members are therefore entitled to recover the value of the unreduced post-retirement benefits, by reason of Avon's acquiescence in the receipt of work and labour on the basis that the post-retirement benefits would be paid.

BREACH OF FIDUCIARY DUTY

34. In the further alternative, Avon owed fiduciary duties to the class members by virtue of being the employer, benefits sponsor and/or benefits administrator, or a combination thereof, and thus being in a position of power, trust and confidence in relation to the class members.

35. Avon was in a position to and did exercise its power and discretion unilaterally in a manner that could and did affect the legal and financial interests of the class members, as set out above.

36. As retirees, the class members were not in a position to negotiate with Avon and were in a position of peculiar vulnerability in relation to its control over their post-retirement benefits.

37. Avon breached its fiduciary duty by reducing or eliminating the post-retirement benefits, having regard exclusively to its own interests, and having no regard to the interests of the class members.

NEGLIGENT MISREPRESENTATION

38. In the further alternative, Avon knew, or reasonably ought to have known, that class members would rely on representations made by Avon and others on its behalf concerning post-retirement benefits. Avon owed class members a duty of care based on the special relationship between Avon and the class members, which existed by virtue of Avon's status as the employer, benefits sponsor, and/or benefits administrator.

39. Avon and others acting on its behalf made written promises by way of standard-form letters to class members described in group (a) with respect to the death benefit and medical benefits, confirming such benefits would be provided subject only to a "lifetime maximum".

40. If Avon had the right to modify or terminate the post-retirement benefits, then the written representations to class members in group (a) were untrue, inaccurate and/or misleading, and were made negligently. Class members in group (a) reasonably relied on such representations to their detriment, including by not purchasing or maintaining alternate medical insurance or life insurance.

EFFECT OF THE DEFENDANTS' ACTIONS

41. As a result of Avon's breaches of contract and tortious and unlawful conduct as set out above, the class members have and will continue to sustain damages, including but not limited to losses equal to the value of the lost post-retirement benefits, as measured by the total savings achieved by Avon in effecting the reductions and eliminations to the post-retirement benefits.

42. Avon's actions have had a serious impact on the class members. Many of the class members live on modest fixed incomes, and they are particularly vulnerable as a result of their advanced age, susceptibility to health problems, and limited capacity to assume increased financial burdens or to seek additional employment income.

43. As a result of Avon's unilateral and unlawful conduct, the class members have been and will be compelled to forego the post-retirement benefits to which they are entitled, or to pay increased amounts of their fixed incomes, where possible, to attempt to replace the reduced or eliminated post-retirement benefits.

44. In particular, class members have been and will be compelled to pay additional costs for the post-retirement benefits to which they are entitled, in the form of premiums, fees, co-payments, and increased deductibles, or will be forced to forego the benefits and their attendant value.

45. Class members failed to purchase alternate or additional benefits when such were available, or were available at a lower cost. Class members have suffered damages accordingly.

A CLASS PROCEEDING IS APPROPRIATE

46. The class members, as individuals, cannot match the resources of Avon. The individual claims of each class member would not be economical to pursue individually. The class members would be denied access to justice in the absence of a class proceeding.

47. It is unlikely that an individual could or would seek prospective relief to deter future misconduct by Avon with respect to post-retirement benefits. Moreover, Avon is sufficiently large and well-resourced that an individual lawsuit would be unlikely to have any significant impact on its behaviour. This class proceeding will either produce a voluntary change in the behaviour of Avon or result in a court order which will compel a change in its behaviour. The alternative to this class proceeding is a multiplicity of proceedings where similar factual and legal issues would be raised. This would be inefficient and could result in inconsistent findings and would be a waste of judicial resources.

48. The Plaintiffs propose that this action be tried at Toronto.

Decemeber 16, 2019

GOLDBLATT PARTNERS LLP
Barristers & Solicitors
20 Dundas St. West, Suite 1039
Toronto, ON
M5G 2C2

Charles Sinclair LSUC#: 43178A
Tel: 416-979-4234 / Fax: 416-591-7333
Email: csinclair@goldblattpartners.com

Jody Brown LSUC #: 58844D
Tel: 416-979-4251 / Fax: 416-591-7333
Email: jbrown@goldblattpartners.com

Lawyers for the Plaintiffs

LINDA CRAWLEY, et al.
Plaintiffs

-and-

AVON CANADA INC. , et al.
Defendants

Court File No.: »

TAB 2

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

STATEMENT OF CLAIM

GOLDBLATT PARTNERS LLP
20 Dundas Street W., Suite 1039
Toronto ON M5G 2C2

Charles Sinclair LSUC#: 43178A
Tel: 416-979-4234 / Fax: 416-591-7333
Email: csinclair@goldblattpartners.com

Jody Brown LSUC#: 58844D
Tel: 416-979-4251 / Fax: 416-591-7333
Email: jbrown@goldblattpartners.com

Lawyers for the Plaintiffs

96

This is **Exhibit "D"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

FILE/DIRECTION/ORDER

BEFORE JUDGE Glustein ACTION # CV-19-00632937-00CP

Crawley
Plaintiff(s)

-v-

Avon Canada Inc.
Defendant(s)

CASE MANAGEMENT: YES [✓] NO [ ]

COUNSEL: J. Brown / M. Anderson PHONE NO. jbrown@goldblattpartners.com / manderson@goldblattpartners.com

S. Armstrong / D. Samadmoten PHONE NO. sarmstrong@fasken.com / dsamadmoten@fasken.com

_____ PHONE NO. _____

[ ] ORDER [ ] DIRECTION FOR REGISTRAR

[ ] REPORTED SETTLED ADJOURNED TO TRIAL SCHEDULING COURT _____
[ ] NO ONE APPEARED ADJOURNED TO TO BE SPOKEN TO COURT _____

Nature of motion and overview

The proposed representative plaintiffs, Linda Crawley (Crawley) and Judy Bradacs (Bradacs) bring this motion on consent for certification of the proposed class action against the defendants Avon Canada Inc. (Avon Canada) and New Avon LLC (New Avon) (collectively Avon). For the reasons that follow, I certify the proceeding on consent, in accordance with the draft order attached.

January 20, 2022
DATE

JUDGE'S SIGNATURE

FILE DIRECTION/ORDER – page 2 of 8

Court File Number: _____

Background to the action

The action arises out of the termination of post-retirement benefits for retirees who were at least 55 at the time of retirement and had 15 years of pensionable service under the Retirement Plan for Employees of Avon Canada at the time of retirement (the Retirement Plan).

The post-retirement benefits were a defined benefit of the defined medical benefits. The defined benefits provided amounts up to the retiree and provided a flat $5,000 payable to a designated beneficiary or estate. The defined benefits were on a cost-sharing basis with the retiree and included coverage for services such as long-term rehabilitative care and semi-private hospital accommodation. The maximum reimbursement amount was approximately $20,000, minus expenses reimbursed to the person as income by a maximum of $1,000 per year, and only up to the limit of $20,000.

The benefits were commenced to Avon employees through certain standard forms of insured medical contracts, and included benefits, personal benefits, federal, and various provincial Avon plan members while they were still employed and following their retirement.

DATE: 01/21/22

JUDGE'S SIGNATURE

FILE DIRECTION/ORDER – page 3 of 8

Court File Number: _____

The plaintiffs dispute certain calculations arising from the lawsuit, and also assert a claim in unjust enrichment. It is stipulated that Aon will not restrict the commencement of any limitation period that may otherwise apply to Aon to terminate or amend the benefits at any time or that Aon has not waived any rights regarding contractual interpretation.

On Nov 17, 2017, Aon Canada announced changes to benefits, including that post-retirement benefits would no longer be offered to any Aon Canada employee that retires on or after Oct 1, 2018.

On April 19, 2018, Aon advised their Canadian retirees that all post-retirement benefits would be terminated effective Jan 1, 2020. Such termination took place on Jan 1, 2020.

Analysis

Pursuant to s. 39 of the Class Proceedings Act, 1992, S.O. 1992, c. 6, the pre-certification requirements under s. 5 of the Act are met save that requiring the CP to apply for this certification Order. I review the s. 5 requirements below.

DATE: 01/24/22

JUDGE'S SIGNATURE

FILE DIRECTION/ORDER – page 4 of 8

Court File Number: _____

1. The pleadings disclose a cause of action (s. 5(1)(a))

The breach of contract claim discloses a cause of action. The plaintiff alleges that Aviva elected to terminate employment with each relevant class member, pursuant to valid Aviva express contractual provisions, and relevant class members with the post-relevant dismissals. The plaintiff pleads that this approach was inconsistent with the manner pursuant to relevant class members and, in the specific contracts of employment. The plaintiff alleges that Aviva's termination of the post-relevant dismissals breached the contracts with relevant class members. The allegations, if proven, support a breach of contract claim, and have been certified in several post-relevant dismissal claims (see O'Neill v. Bell Mobility, 2011 ONSC 4654; Ernst v. Hydro-Electric Commission of the City of Etobicoke (1981), 53 CPR (3d) 285 (SCC), Krajcsik v. Nortel (2004), 69 OR (3d) 231 (SCJ); and Smith v. Global Payments Canada Limited, 2017 ONSC 5115 (ONSCJ)).

The unjust enrichment claim seeks recovery of the value of the benefit conferred by the plaintiff and class members' services, which is consistent with the test set out in Garland

DATE: 01/24/22

JUDGE'S SIGNATURE

Court File Number: _____

Values for a Mine (Naturally Expressly) (1902) Ltd., 2007 ABCA 324 at paras. 98-99. The plaintiffs allege that Avon received the value of the relevant lands' below or the loss of Avon's working rights that class members would receive upon relevant deeds. The plaintiffs allege that Avon required, or at least acquiesced in the receipt of the relevant class members' labour or the lands. Finally, the plaintiffs allege that Avon retained the benefit of the labour while taking away the benefit promised and the class members have no recourse as that there is no justification for that legislation.

Accordingly, the claim is not bereft. The pleadings of breach of contract and unjust enrichment disclose causes of action.

2. The claim is not statute barred (s. 5(1)(a))

The proper purpose of the relevant of Avon to whom at least 55 years of age at the time of retirement or at least 15 years of service under the relevant plan at the time of retirement or who was otherwise in receipt of not relevant benefits up to the date of certification, provided that all class members were during Quarter 1 2017. The class claims all

DATE: 01/21/22

JUDGE'S SIGNATURE

Court File Number: _____

jurisdiction over the subject matter of the class members.

The class definition is objectively ascertainable by any objective criteria. It is not necessary that each class member be known at this stage. Further, the proposed common issues have a sufficient connection with the class as they relate only to those persons who have an interest in the resolution of the common issue, and the determination of their disposition would, if successful, meet the s. 5(1)(c) requirement.

3. The claims of the class members raise common issues (s. 5(1)(c))

The proposed common issues (PCIs) establish the order would significantly advance the action. There is some basis in fact to establish liability on the PCIs based on the pleadings, which inquire into liability for the breach of contract and whether damages can be determined on a class basis, based on the facts pleaded in the Amended Statement of Claim provided by the class members. Similarly, there is a basis in fact for PCIs related to aggregate damages based on a method of determining damages on a class-wide basis and proposed distribution, without deciding the validity of such a claim, the class members have a claim established. Accordingly, the s. 5(1)(c) requirement is met.

DATE: 01/20/22

BG
JUDGE'S SIGNATURE

Court File Number: _____

4. The class proceeding is the preferable procedure (s. 5(1)(d))

There is no basis in fact to establish that a class proceeding is the preferable procedure under the analysis in AIC Limited – Fischer, 2013 SCC 69. The Applicants' proposed class proceeding or individual issues would likely entail individual recovery, requiring all issues of law and fact common to the class to be tried first, before any individual issues could be addressed. Further, there is no basis in fact to permit aggregate assessment of damages where further inquiries will be required (s. [redacted]). The s. 5(1)(d) requirement is not met.

5. The proposed representative plaintiffs are suitable (s. 5(1)(e))

Craig and Barbara Cowan have adequately represented the interests of the class, have no conflicts with the class members on the common issues, and have proposed a workable litigation plan. The Law Firm retained counsel to provide for adequate representation of the class, and are able to instruct class counsel. Both Craig and Barbara are long-time employees of Avon who understand and are committed to their role and responsibilities as the representative plaintiffs. Consequently, the s. 5(1)(e) requirement is met.

DATE: 01/20/22

JUDGE'S SIGNATURE

FILE DIRECTION/ORDER

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Enclosure attached

For the above reasons, I certify the enclosed Orders to be

forwarded.

DATE: 6/20/22

JUDGE'S SIGNATURE

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	~~TUESDAY~~ THURSDAY, THE 86
	)	
JUSTICE GLUSTEIN	)	~~18th~~ DAY OF JANUARY, 2022
	)	20th

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and –

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(CERTIFICATION)

THIS MOTION, made by the plaintiffs for an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act,* S.O. 1992, c.6, was heard this day by the Honourable Justice Glustein, the parties appearing by video.

ON READING the Motion Record and Factum of the plaintiffs and the Responding Motion Record of the Defendants,

AND ON BEING ADVISED that the parties consent to this Order,

Certification

1. **THIS COURT ORDERS** that this action is certified as a class proceeding.

Class Definition and Representative Plaintiff

2. **THIS COURT ORDERS** that the "Class" is defined as:

> (a) all retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to the date of certification, and who were alive as of December 16, 2017; and
>
> (b) all surviving spouses and dependent children of the persons described in (a)

3. **THIS COURT ORDERS** that this order is without prejudice to the plaintiffs' rights to move to amend the definition of the Class to replace the word "certification" with the word "adjudication" and without prejudice to the defendants' defences and rights to oppose any such motion.

4. **THIS COURT ORDERS** that Linda Crawley and Judy Bradacs are appointed as the representative plaintiffs of the class, and Goldblatt Partners LLP is appointed as counsel for the class.

Nature of the Claims and Common Issues

5. **THIS COURT DECLARES** that the causes of action certified are breach of contract and unjust enrichment.

6. **THIS COURT DECLARES** that the certified common issues are those set out in Schedule "A" attached hereto.

Notice of Certification and Opting Out

7. **THIS COURT ORDERS** that pursuant to section 17 of the *CPA*, the form of notice of certification, the manner of giving notice, the manner by which class members can opt out, and all other matters related to notice of certification shall be determined by further order of the Court.

Costs of the Motion

8. **THIS COURT ORDERS** that costs of the certification motion will be determined in the cause.

The Honourable Justice Glustein

APPENDIX "A": LIST OF COMMON ISSUES

1. **Breach of Contract**

   (a) Did one or both of the Defendants contract to provide some or all of the Class with post-retirement benefits?

   (b) In eliminating the post-retirement benefits, did one or both of the Defendants breach its contract(s) with some or all of the Class?

2. **Unjust Enrichment**

   (a) Were one or both of the Defendants unjustly enriched by the termination of the Class' post-retirement benefits?

3. **Remedies**

   (a) Are one or both of the Defendants required to reinstate the post-retirement benefits?

   (b) Is it appropriate for damages to be considered in the aggregate, in whole or in part, or should questions regarding damages be determined on an individual basis, in whole or in part?

   (c) If the answer to (b) is that damages, whether whole or in part, may be assessed in the aggregate, then:

      (i) is the Class entitled to damages on an aggregate basis equivalent to the total savings realized by one or both the Defendants?

      (ii) what is the quantum of aggregate damages owed to the Class?

      (iii) what is the appropriate method or procedure for distributing the aggregate damages award to the Class?

This is **Exhibit "E"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY ~~TUESDAY~~, THE 86
	)	
JUSTICE GLUSTEIN	)	~~18th~~ DAY OF JANUARY, 2022
	)	20th

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and –

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

(CERTIFICATION)

THIS MOTION, made by the plaintiffs for an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act,* S.O. 1992, c.6, was heard this day by the Honourable Justice Glustein, the parties appearing by video.

ON READING the Motion Record and Factum of the plaintiffs and the Responding Motion Record of the Defendants,

AND ON BEING ADVISED that the parties consent to this Order,

Certification

1. **THIS COURT ORDERS** that this action is certified as a class proceeding.

Class Definition and Representative Plaintiff

2. **THIS COURT ORDERS** that the "Class" is defined as:

> (a) all retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to the date of certification, and who were alive as of December 16, 2017; and
>
> (b) all surviving spouses and dependent children of the persons described in (a)

3. **THIS COURT ORDERS** that this order is without prejudice to the plaintiffs' rights to move to amend the definition of the Class to replace the word "certification" with the word "adjudication" and without prejudice to the defendants' defences and rights to oppose any such motion.

4. **THIS COURT ORDERS** that Linda Crawley and Judy Bradacs are appointed as the representative plaintiffs of the class, and Goldblatt Partners LLP is appointed as counsel for the class.

Nature of the Claims and Common Issues

5. **THIS COURT DECLARES** that the causes of action certified are breach of contract and unjust enrichment.

6. **THIS COURT DECLARES** that the certified common issues are those set out in Schedule "A" attached hereto.

Notice of Certification and Opting Out

7. **THIS COURT ORDERS** that pursuant to section 17 of the *CPA*, the form of notice of certification, the manner of giving notice, the manner by which class members can opt out, and all other matters related to notice of certification shall be determined by further order of the Court.

Costs of the Motion

8. **THIS COURT ORDERS** that costs of the certification motion will be determined in the cause.



The Honourable Justice Glustein

APPENDIX "A": LIST OF COMMON ISSUES

1. **Breach of Contract**

   (a) Did one or both of the Defendants contract to provide some or all of the Class with post-retirement benefits?

   (b) In eliminating the post-retirement benefits, did one or both of the Defendants breach its contract(s) with some or all of the Class?

2. **Unjust Enrichment**

   (a) Were one or both of the Defendants unjustly enriched by the termination of the Class' post-retirement benefits?

3. **Remedies**

   (a) Are one or both of the Defendants required to reinstate the post-retirement benefits?

   (b) Is it appropriate for damages to be considered in the aggregate, in whole or in part, or should questions regarding damages be determined on an individual basis, in whole or in part?

   (c) If the answer to (b) is that damages, whether whole or in part, may be assessed in the aggregate, then:

      (i) is the Class entitled to damages on an aggregate basis equivalent to the total savings realized by one or both the Defendants?

      (ii) what is the quantum of aggregate damages owed to the Class?

      (iii) what is the appropriate method or procedure for distributing the aggregate damages award to the Class?

CRAWLEY, et al. **Plaintiffs**	**-and-**	**AVON CANADA INC., et al.** **Defendants**	**Court File No.** CV-19-00632937-00CP

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

ORDER
(CERTIFICATION)

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Lawyers for the Plaintiffs / Moving Parties

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This is **Exhibit "F"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

Court File No. CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, C.6

STATEMENT OF DEFENCE TO THE COMMON ISSUES

1. The Defendants, Avon Canada Inc. (now The Avon Company Canada Limited) ("**Avon Canada**") and New Avon LLC (now The Avon Company) ("**Avon US**" and, collectively with Avon Canada, "**Avon**") deny all allegations contained in the Statement of Claim, except as specifically admitted herein.

The Issues in the Class Proceeding

2. Avon consented to the terms of an order dated January 20, 2022 (the "**Consent Order**") wherein the Court certified parts of the Plaintiffs' claim as a class proceeding.

3. The Consent Order defined the class as:

(a) all retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to the date of certification, and who were alive as of December 16, 2017; and

(b) all surviving spouses and dependent children of the persons described in (a)

(the "**Class**").

4. The Consent Order certified the Plaintiffs' claims in:

(a) breach of contract; and

(b) unjust enrichment.

5. The Statement of Claim pleads causes of action, facts, and allegations which do not form part of the class proceeding or common issues trial (e.g. breach of fiduciary duty and negligent misrepresentation in paragraphs 34 to 40). This Statement of Defence sets out Avon's defence to only those parts of the Plaintiffs' claim certified as common issues.

6. Avon reserves its position regarding any individual issues, which it will particularize fully in the event that individual proceedings occur.

Overview

7. Avon Canada voluntarily established the post-retirement benefits at issue, including healthcare insurance benefits and a death benefit for certain eligible employees after

retirement. Eligible spouses and children of the retired employees could be covered under the healthcare insurance benefits. At all relevant times, Avon Canada reserved the right to modify or terminate the post-retirement benefits. This right to modify or terminate was communicated to employees, including the Plaintiffs, and confirmed by way of Avon Canada's conduct.

8. Avon Canada did not promise that post-retirement benefits would remain unchanged or that post-retirement benefits would be guaranteed throughout retirement or, after the death of a retiree, for the life of their eligible spouse or child. Throughout the term of the post-retirement benefits program, Avon Canada exercised its right and made changes.

9. In March 2017, Avon Canada announced various changes to the post-retirement benefits to take effect in 2017 and 2018. One of the changes was that post-retirement benefits would no longer be offered to any Avon Canada employee that retired on or after October 1, 2018. Accordingly, employees who retired any time after October 1, 2018 have not received post-retirement benefits.

10. On April 17, 2019, Avon Canada provided notice that post-retirement benefits for retirees receiving them would be terminated effective January 1, 2020. Avon Canada's announcement advised that: "in light of the economic environment in which Avon is currently operating and in line with the changes made by New Avon, we must now discontinue the Post Retirement Benefits and terminate the Program in its entirety". Avon was entitled to terminate the post-retirement benefits as and when it did.

11. Avon denies that the Class has or had any right, vested or otherwise, to receive post-retirement benefits from Avon in perpetuity at any specific levels or at all. The Class' claims

to the contrary are inconsistent with the terms and conditions of the post-retirement benefits program. The Class' claims to the contrary are also inconsistent with the reasonable expectations of the parties, the Class-wide communications by Avon, the conduct of the parties, and the actions taken by Avon Canada throughout the term of the post-retirement benefits program.

The Parties

12. Avon Canada is a company incorporated under the laws of Canada with its registered office in Quebec.

13. Avon US is a company incorporated under the laws of Wyoming and headquartered in New York City.

14. Avon is a company selling cosmetics, skin care, fragrance, personal care products along with clothing, accessories, and home products.

15. Avon US is not a proper party to this class proceeding for the following reasons:

(a) Avon US was not and is not the employer of any of the Class members, including the Plaintiffs;

(b) Avon US is not a party to any of the relevant agreements between Avon Canada and the Class;

(c) Avon US did not have any communications with members of the Class regarding post-retirement benefits or otherwise;

(d) Avon US was not and is not responsible for any payment of post-retirement benefits to the Class; and,

(e) Avon US was not and is not involved in the administration of post-retirement benefits for Avon Canada employees.

16. Avon US:

(a) denies that legal obligations or liabilities in respect of the post-retirement benefits for Avon Canada employees were transferred to it or assumed by it;

(b) denies that it is jointly and severally liable for any damages that may arise from Avon Canada's cessation of post-retirement benefits for its employees; and,

(c) denies that it has an agreement of indemnification and contribution with Avon Canada regarding the cessation of post-retirement benefits for Avon Canada's employees.

17. The Plaintiff, Linda Crawley, was an employee of Avon Canada in Quebec and retired in 2015. After her retirement from Avon Canada, until January 1, 2020, Ms. Crawley was provided with post-retirement benefits by Avon Canada on conditions similar to other class members.

18. The Plaintiff, Judy Bradacs, was an employee of Avon Canada in Quebec (originally in Ontario) and retired in 1999. After her retirement from Avon Canada, until January 1, 2020, Ms. Bradacs was provided with post-retirement benefits by Avon Canada on conditions similar to other class members.

The Post-Retirement Benefits

19. For a time, Avon Canada provided post-retirement benefits to eligible employees upon their retirement. To be eligible for the post-retirement benefits, an Avon Canada employee had to be at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement. No pro-rata portion of the benefits could be "earned" or "vested"; an employee was required to meet both of the aforementioned criteria in their entirety in order to be eligible.

20. These post-retirement benefits broadly consisted of:

(a) healthcare insurance benefits that reimbursed a percentage of eligible expenses (the "**health benefit**"); and,

(b) a death benefit.

21. The health benefit had a lifetime maximum of $20,000 for a covered person, which included the retiree, eligible spouses, and eligible children. This was increased by a maximum of $1,000 each year but only up to the limit of $20,000. If a covered person received a total reimbursement of $20,000 during a single year, they would still be entitled to a maximum reimbursement of $1,000 the following year and, in subsequent years, would be reimbursed to a maximum of $1,000 each year for eligible expenses. Upon the death of the retiree, eligible spouses and eligible children would continue to be covered, subject to certain exceptions.

22. The death benefit initially provided $7,500 to a beneficiary upon the death of a retiree – it was later reduced to $5,000 by Avon Canada, as explained further below.

23. The costs of the health benefit were shared by Avon Canada and the retiree. The retiree paid a monthly premium for the benefits, which differed if it was for single or family coverage.

24. Avon Canada entered into contracts of employment, which were amended from time to time, with each of the individuals in group (a) in the definition of Class above (the "**retiree Class members**") while they were active employees of Avon Canada. Avon denies it entered into any contract with individuals in group (b) in the definition of Class above (the "**surviving and dependent Class members**").

25. Avon Canada specifically denies the allegation in paragraph 20 of the Statement of Claim that it agreed to provide post-retirement benefits to the surviving and dependent Class members as deferred compensation for the labour and services of the retiree Class members. Furthermore, Avon Canada specifically denies the allegation in paragraph 20 of the Statement of Claim that Avon Canada and the retiree Class members contemplated that the surviving and dependent Class members would be entitled (contractually or otherwise) to or would claim post-retirement benefits. To the contrary, Avon Canada voluntarily provided post-retirement benefits to eligible spouses and eligible children.

26. In any event, Avon Canada's provision of post-retirement benefits to the Class was subject to Avon Canada's right to modify or terminate the benefits.

Avon Canada's Right to Modify or Terminate the Post-Retirement Benefits

27. Avon specifically denies the allegation in paragraph 23 of the Statement of Claim that the post-retirement benefits vested irrevocably, whether progressively as employees worked, after 15 years, on the retirement of the retiree Class members, or at any other time.

28. Avon further specifically denies the allegation in paragraph 24 of the Statement of Claim that all improvements to post-retirement benefits made after retirement of the retiree Class members would also vest.

29. Since the inception of the post-retirement benefits program, Avon Canada had the right to modify or terminate post-retirement benefits. At all relevant times, Avon Canada retained the right to modify or terminate the post-retirement benefits. At all relevant times, based on communications and Avon Canada's conduct, the Class knew or ought to have known that Avon Canada had reserved this right. At no time did Avon act in a fashion contrary to its reservation of rights to terminate the post-retirement benefits.

30. Class members were not provided with and did not have a right to the continuation of benefits on retirement or following retirement, or to any given level of benefits, as these were always benefits payable at Avon Canada's sole and absolute discretion.

31. Starting in or around 1994 and since that time, Avon Canada has notified employees during their active employment and retirees of its right to modify or terminate the post-retirement benefits. For example, the following reservation of rights language was included in documents provided to employees and retirees:

(a) January 1, 1994: “Avon reserves the right to cancel the Group Retiree Benefit Insurance Program, at its sole discretion, upon thirty (30) days written notice” (translated from French)[1];

(b) January 1, 1994: “The Avon plan has been designed to complement the benefits guaranteed under provincial health insurance plans. If changes are made, the Avon plan may be changed accordingly” (translated from French)[2];

(c) July 1, 1997: “Avon reserves the right to modify or discontinue the Retiree Benefits Group Insurance Program, at its sole option, upon thirty (30) days written notice”;

(d) January 1, 2003: “Avon reserves the right to amend or terminate the Group Insurance Program for retirees at any time, and to amend the Program’s cost-sharing provision, subject to a 30-day written notice”;

(e) December 1, 2009: “Avon reserves the right to amend or terminate the Group Insurance Program at retirement at any time, and to amend the Program’s cost-sharing provisions, subject to a 30-day written notice”; and,

(f) January 1, 2017: “The Policyholder reserves the right to amend or suspend any coverages, including coverages for retirees, that are provided under the group policy as well as terminate the group policy in its entirety at any time with respect

---

1 The original French-language version of this reservation of rights language is as follows: “Avon se reserve le droit d’annuler le Programme d’assurance collective d’avantages aux retraités, à sa seule discretion, moyennant un avis écrit de trente (30) jours.”

2 The original French-language version of this reservation of rights language is as follows: “Le régime Avon a été conçu de façon à compléter les avantages garantis en vertu des régimes d'assurance-maladie provinciaux. Si des modifications y sont apportées, il est possible que le régime Avon soit modifié en conséquence.”

> to active Participants (including those that may be absent due to a disability) as well as retired Participants after their retirement. In addition, the Policyholder reserves the right to change the contribution requirements for the coverages, including coverages for retirees, provided under the group policy at any time with respect to active Participants (including those that may be absent due to a disability) as well as retired employees after their retirement."

32. All retiree Class members and potential future retiree Class members were provided with written communications including the above reservation of rights language. Avon Canada's right to modify or terminate the post-retirement benefits was incorporated into the contracts of employment of all retiree Class members.

Previous Modifications to Post-Retirement Benefits

33. Avon Canada exercised its right to modify post-retirement benefits before it terminated the post-retirement benefits program. Changes in post-retirement benefits frequently followed and tracked changes in active employment benefits.

34. The modifications to the post-retirement benefits included reduction of the death benefit, decreases in coverage in the health benefit, increases in the premium paid by the retiree, increases in the proportion of the program costs paid by retirees, and limits on reimbursement for certain expenses. For example, as noted above, in March 2017, Avon Canada announced various modifications to the post-retirement benefits program, including: (i) effective October 1, 2018, they would no longer be offered to any Avon Canada employee that retired; (ii) effective October 1, 2018, retirees could instead access another program at their own cost, subject

to certain conditions; and (iii) effective April 30, 2017, the death benefit was reduced from $7,500 to $5,000. Also for example, Avon Canada announced on November 22, 2002, modifications to the post-retirement benefits program effective January 1, 2003, including: (i) the reimbursement rate for eligible health care expenses was reduced from 80% to 75%; and (ii) certain eligible expenses were subject to a reimbursement limit.

35. Avon submits that, in making various modifications, Avon Canada was exercising its right to modify and its conduct was consistent with its ability to modify or terminate the post-retirement benefits. It is clear from this conduct that Class members never had a guarantee of, nor a right to, the continuation of benefits on retirement or following retirement, or to any given level of benefits, as these were always benefits payable at Avon Canada's sole and absolute discretion.

36. Any improvement to post-retirement benefits was gratuitous for retirees at the time the improvement was implemented, for the reasons above and given that the retirees had stopped working for Avon Canada.

Contractual Claim

37. For the reasons set out above, Avon denies Class members ever had a permanent right, vested or otherwise, to receive post-retirement benefits at any relevant time, including during active employment, at retirement, or during retirement.

38. In any event, in modifying and later terminating the post-retirement benefits, Avon denies that it breached a contract of employment with retiree Class members. Under each

contract of employment, Avon Canada had the right to modify or terminate post-retirement benefits.

39. In paragraphs 21 and 22 of the Statement of Claim, the Plaintiffs rely on a number of documents. To the extent any such documents referred to post-retirement benefits and did not expressly contain a notice of Avon Canada's right to modify or terminate post-retirement benefits, such post-retirement benefits were nevertheless subject to this right.

Unjust Enrichment Claim

40. The Plaintiffs advance a claim of unjust enrichment/*quantum meruit* on behalf of the Class in the alternative.

41. As stated above, Avon denies that it had or has any contractual relationship with the surviving and dependent Class members. Avon Canada employed the retiree Class members, not their families.

42. Avon Canada voluntarily and gratuitously provided post-retirement benefits to the surviving and dependent Class members. Avon denies that the surviving and dependent Class members have any enforceable legal right to post-retirement benefits. Avon denies that it was enriched by the surviving and dependent Class members – they have not enriched Avon. Having provided no enrichment, Avon denies that the surviving and dependent Class members have suffered any corresponding deprivation.

43. Avon denies that it was enriched by the work of retiree Class members based on representations that they would receive vested post-retirement benefits. At all relevant times, Avon Canada reserved its right to modify or terminate the post-retirement benefits.

44. Further, Avon denies the allegations in paragraph 31 of the Statement of Claim that it was enriched by the work of retiree Class members based on any representations made after their retirement, such Class members having already supplied their work before receiving any such representations.

45. In the alternative, Avon denies that it was enriched unjustly. Any benefit which Avon acquired from any Class members and any deprivation which any Class members suffered occurred pursuant to the contracts of employment between retiree Class members and Avon Canada. Any enrichment is thus based on juristic reason. These contracts of employment gave Avon Canada the right to modify or terminate the post-retirement benefits, as explained above.

Limitation Period

46. Avon relies upon the Ontario *Limitations Act* and pleads, on the basis of the facts set out above, that the Class members' claims are statute-barred insofar as they relate to modifications made or announced in respect of the post-retirement benefits before December 16, 2017 (the Plaintiffs having commenced proceedings on December 16, 2019).

47. In the alternative, any applicable limitation period is not determinable on a Class-wide basis and is an individual issue for subsequent individual determination.

Damages

48. For the reasons set out above, Avon denies that the Class is entitled to damages in respect of either the contractual or unjust enrichment claim.

49. If this Court finds that damages are owed, Avon denies that they can be assessed on an aggregate basis.

50. The quantum of damages claimed is exaggerated and without any basis.

51. Avon denies that the termination of the health benefit and a death benefit constitute a loss unless a Class member suffers an event insurable under the benefit.

52. Furthermore, in the alternative, if this Court finds that any of the Class members are owed some or all of the damages claimed in the Statement of Claim, which Avon denies, the damage award must be offset by any amount that would have been paid by any of the Class members in order to receive the post-retirement benefits (ex. monthly premiums and deductibles) and subject to any limits applicable to the post-retirement benefits.

53. Furthermore, any loss resulting from the termination of the death benefit (which is denied) would rest with the estate beneficiaries of deceased retiree Class members or with the designated beneficiary of their death benefit, which may or may not be surviving and dependent Class members.

54. Avon denies that it has acted in any fashion that would justify an award of punitive damages as claimed in paragraph 1(d) of the Statement of Claim.

Relief Sought

55. The Defendants ask that this action be dismissed with costs.

June 10, 2022

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ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF DEFENCE

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This is **Exhibit "G"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

REPLY

1. The plaintiffs admit paragraphs 1-6, 9, 12-14, 17-18 and 20 in the Statement of Defence. The plaintiffs otherwise deny all allegations contained in the Statement of Defence, except as specifically admitted herein.

2. All allegations in the Statement of Claim regarding New Avon LLC are relied on and pled in respect of The Avon Company ("Avon US"). All allegations in the Statement of Claim regarding Avon Canada Inc. are relied on and pled in respect of The Avon Company Canada ("Avon Canada"). Avon Canada and Avon US are successor or converted corporations and assumed any and all liability of their predecessors as identified in the Statement of Claim.

3. Avon US is a proper party to the proceeding for the following reasons:

(a) the benefit termination letter referenced at paragraph 10 of the Statement of Defence refers to the termination as part of an alignment with New Avon LLC, being Avon US;

(b) Avon US was preceded by New Avon LLC, which in turn was composed of Avon Products Inc. and Cerberus Capital, and Avon US inherited the benefit from years of the class members' loyal employment promoting and selling Avon products; and

(c) the finances of the predecessors to Avon US and Avon Canada were intertwined in respect of post-retirement benefits and the financial benefit from terminating such benefits.

4. Avon's modification of post-retirement benefits described at paragraphs 33-36 of the Statement of Defence could not alter the obligation to provide benefits or give rise to a right of absolute termination. To the contrary, such modifications demonstrate that Avon knew such benefits could not be terminated.

June 16, 2022

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Lawyers for the Defendants

LINDA CRAWLEY, at al.
Plaintiffs

- and -

AVON CANADA INC., et al.
Defendants

Court File No.: CV-19-00632937-00CP

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

Proceeding under the *Class Proceedings Act, 1992*

REPLY

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Lawyers for the Plaintiffs

This is **Exhibit "H"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

Year	Promise	Document
1983	"The Avon Benefit Program was developed to provide you and your family with a good level of protection during your period of employment and during your retirement."	Letter from Avon Canada Inc. to Avon Associate
1985	"During your retirement your Basic and Major Medical Benefits coverage continues for you and your eligible dependants at no cost to you."	Medical and Dental Care Benefits Booklet
1985	Document describes the Avon Benefits Program including post-retirement benefits, affirming: "The Avon Benefits Program represents a significant addition to your regular salary."	Your Personal Benefit Statement
1985	"In keeping with the Avon philosophy, your Retirement Plan represents an essential element in your future financial security. Your plan is designed to help provide you with a secure and adequate income after your career with us is completed. Valuable death benefits are also built into the Plan to protect your spouse."	Retirement Benefits Booklet
1989	Upon death during retirement, "your beneficiary receives **$5,000** from the Group Life Insurance plan, at no cost to you."	Your Benefits Statement
1993	"If you die during retirement, your beneficiary receives **$5,000** from the Group Life Insurance Plan, at no cost to you."	Your Benefits Statement
1994	Medical Insurance Plan during retirement: "Coverage is partially maintained for you and your eligible spouse." Survivor Benefits during retirement: "You have life insurance coverage of $5,000."	Benefits at a Glance
1994	"As a normal or early retiree – in addition to your Avon pension – you will also be eligible for the following benefits at no cost to you: **Life Insurance**: You benefit from life insurance equal to $5,000. **Medical Insurance**: Basic and major medical benefits coverage continues for you and your eligible spouse at retirement."	Retirement Benefits Booklet
1997	"During your retirement, you and your eligible dependant* continue to be covered under the Avon Health Care benefits plan". "At retirement you are entitled to a $5,000 life insurance policy, free of charge."	Retirement Benefits information pamphlet
1999	"If, after age 55, you retire from Avon and have accumulated at least 15 years of credited service before age 65, you will be entitled to the group insurance program for retirees."	Your Personal Benefits Statement
2000	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement
2001	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement
2003	"Avon Canada Inc. is pleased to offer a Group Insurance Program for its retirees, which includes the Life Insurance and Health Care Plans."	Group Insurance Program for Retirees pamphlet
2003	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement
2004	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement

2005	"If you are at least 55 years old and have at least 15 years of service when you retire from Avon, you will be eligible for Avon's benefit program for retired employees, which includes life insurance and a health care plan."	Your Flexible Group Insurance Program booklet at p 59
2006	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement
2007	"As you are aware, Avon's Group Insurance Program at retirement includes a death benefit and Health Care Plan." "It is important to note that Retirees pay the same portion of the cost of the Program for his or her lifetime".	Letter from Avon HR Dept to all active associates re: Group Insurance Program at retirement
2007	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement
2008	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement
2009	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement
2009	"As an Avon retiree, you benefit from the Group Insurance Program at retirement, which includes a Health Care Plan as well as a death benefit."	Letter from Avon HR Dept re: Group Insurance Program at retirement
2009	"Avon Canada Inc. is pleased to offer a Group Insurance Program for its retirees, which includes a death benefit and a Health Care Plan." Lifetime maximum of $20,000 for health care "Upon your death, Avon will pay $7,500 to your beneficiary or, if you reside in Quebec, to your estate."	Avon Group Insurance Program at Retirement
2010	"As an Avon retiree, you benefit from the Group Insurance Program at retirement, which includes a Health Care Plan as well as a death benefit."	Letter from Avon HR Dept re: Group Insurance Program at retirement
2012	"Avon Canada Inc. is pleased to offer a Group Insurance Program for its retirees, which includes a death benefit and a Health Care Plan." Lifetime maximum of $20,000 for health care "Upon your death, Avon will pay $7,500 to your beneficiary or, if you reside in Quebec, to your estate."	Avon Group Insurance Program at Retirement
2014	"Avon Canada Inc. is pleased to offer a Group Insurance Program for its retirees, which includes a death benefit and a Health Care Plan." Lifetime maximum of $20,000 for health care "Upon your death, Avon will pay $7,500 to your beneficiary or, if you reside in Quebec, to your estate."	Avon Group Insurance Program at Retirement
2015	"As an Avon retiree, you also benefit from the security provided by the Avon Retirement Benefits Program."	Your Personal Pension Statement
2015	"As an Avon pensioner, you will retain your Avon Medical coverage. … In addition, you are entitled to a $7,500 death benefit payable to your estate."	Letter from Mercer to Linda Crawley
2015	"As an Avon retiree, you benefit from the Group Insurance Program at retirement, which includes a Health Care Plan as well as a death benefit."	Letter from Avon HR Dept re: Group Insurance Program at retirement

This is **Exhibit "I"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be



ECKLER

Avon Canada

March 4, 2025

CONFIDENTIAL AND PROPRIETARY

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Section 1. Executive Summary

Goldblatt Partners LLP ("Goldblatt") are Class Counsel in a certified class action against Avon Canada Inc. and New Avon LLC ("Avon"). The representative plaintiffs are Linda Crawley and Judy Bradacs. Effective January 1, 2020, Avon terminated all post-retirement medical and death benefits for Canadian retirees of Avon. Goldblatt has engaged Eckler to estimate the value of the lost post-retirement benefits. This value will be used to generate a reasonable financial estimate of the class members' damages from the termination of their post-retirement benefits. The expectation is that Avon would pay the amount as determined herein as a settlement lump sum award to the Class. There may be additional work with Goldblatt to allocate the lump sum payment to individual class members.

We want to highlight the membership data, methodology and assumptions used in our analysis and note that the appendices of our report provide additional detail.

Membership Data

We were provided with membership data as of September 20, 2024 that represents the membership that lost their benefits as of January 1, 2020. We have assumed no changes to this data between September 20, 2024 and December 31, 2024. We have prepared our calculations as of December 31, 2024.

We were originally provided with 521 retiree or surviving spouse records. Of these members, the following were excluded from our analysis: 1 duplicate record, 27 retirees with individual medical coverage or no medical coverage who deceased prior to January 1, 2020, and 1 surviving spouse record with no medical coverage. After removing these members from the membership data, we included 492 unique retiree or surviving spouse records in our analysis. See Appendix A for more information.

We have made the following assumptions with respect to the membership data provided (see Assumptions in Appendix B for details):

- Those with a "Dependant" status in the data were classified as a surviving spouse with individual coverage.
- For any members missing a medical plan coverage type, we have assumed family coverage.
- For those members with family coverage, we have assumed that there is a spouse eligible for medical benefits and no other dependents. However, since we were not provided with the spouse's date of birth or age or gender, we assumed that the spouse is the opposite gender of the member and that males were 3 years older than females.
- We were not provided with information on spouse's dates of death. So, we have ignored possible spousal deaths between January 1, 2020 and December 31, 2024 and used the medical coverage level as provided. Spouses are forecasted to die on and after January 1, 2025 according to the mortality assumption used at which time medical benefits would end for them.
- For members who have died between January 1, 2020 and December 31, 2024:
  - The amount of their death benefit would have been paid to their beneficiaries at the date of death had the plan still been in effect. As a result, the payment of the death benefit has been included in the settlement amount.

- If the member had individual medical coverage, they would have received medical coverage up until the date of their death had the plan still been in effect. The payments for medical benefits between January 1, 2020 and their date of death have been included in the settlement amount.
- If they had family medical coverage, both them and their spouse would have received coverage up until the date of the members' death, and then the spouse would have continued to be eligible for medical benefits after that date, had the plan still been in effect. The payments for medical benefits between January 1, 2020 and the date of the members' death for both the member and the spouse as well as the payments for medical benefits for the spouse from the members date of death until December 31, 2024 have been included in the settlement amount.

Methodology

Our settlement estimate is based on the sum of the following two parts as of January 1, 2025:

1. The accumulated value (AV) of the loss estimated to have been incurred from January 1, 2020 to December 31, 2024. More specifically, this is an estimate of the expected medical and death benefit claims incurred each year from 2020 to 2024, accumulated to January 1, 2025 with interest.

2. The present value (PV) of the loss estimated to be incurred on and after January 1, 2025. More specifically, this is the present value of all expected future medical and death benefit claims, discounted to January 1, 2025 with interest.

Assumptions

- Per Capita Claim Costs by Age: Since the plan was terminated effective January 1, 2020, recent paid claims information for the membership that lost their benefits is not available for purposes of developing the average per capita claim cost of medical benefits. Instead, we have relied on our experience with average per capita claim costs for other employer-sponsored benefit plans, adjusted for the Avon plan provisions, and our assumptions on cost increases due to age, developed from national insurer databases, to generate starting per capita medical claim costs by age in 2025 dollars. We also reflected an expected reduction in costs at age 65 due to integration with the provincial drug plans based on an estimate of the proportion of total cost attributed to drug benefits and the actual provincial distribution of the membership.

- Medical Trend: We assumed a medical cost trend rate of 4.0% per annum to project the per capita medical claim costs by age in 2025 retroactively to each of the years between 2020 and 2024, as well as to project the per capita medical claim costs by age in 2025 prospectively to each future year beyond 2025.

- Margin: Due to the uncertainty of expected future medical claims that could arise due to increasing costs, government cost shifting, and new medicines and technologies, we have added an additional margin of 10% on the future projected medical claim costs by age starting in 2025.

- Mortality: We have applied the 2014 Canadian Pensioners Mortality (CPM) table with generational improvements based on Scale CPM-B when estimating the PV of the loss to be incurred on and after January 1, 2025.

Results

The following table summarizes our estimate of the settlement award for the terminated post-retirement medical and death benefits of Avon class members:

Type of Benefit	Accumulated Value of Loss – Jan 1, 2020 to Dec 31, 2024	Present Value of Loss – after Dec 31, 2024	Total Loss
Death benefit	$570,800	$2,059,800	$2,630,600
Medical benefits	$1,866,500	$5,345,700	$7,212,200
Total	**$2,437,300**	**$7,405,500**	**$9,842,800**

Section 2. Purpose (Statement of Work)

I have been retained as an expert witness to review the post-retirement plan that was eliminated by Avon effective January 1, 2020 in order to develop a reasonable estimate of the financial loss of benefits for the members of the class action lawsuit against Avon.

I have also been asked to:

- Prepare an actuarial valuation of the terminated post-retirement benefits plan to reasonably estimate the magnitude of the loss for benefits on and after January 1, 2020
- Prepare a report that summarizes the assumptions used and the results of my analysis

Disclaimers

Intended user: This report has been prepared and my opinion given, for the certified class and Goldblatt Partners LLP, their legal counsel, for the purposes of evidence in the case of Linda Crawley and Judy Bradacs v. Avon Canada Inc. and New Avon LLC. This report is not intended for, or necessarily appropriate for, any other recipient and should not be distributed (in whole or in parts) to people other than the intended users without the consent of Eckler Ltd.

Whole Report: This report should be read as a whole and not in parts.

Reliance and Limitations: In preparing this report I have relied on Avon post-retirement plan summaries and membership data provided by Avon via Goldblatt Partners. I have not independently verified this information and have relied upon it as complete and accurate. I have also relied on several industry data sources as outlined in this report and have verified the data for reasonableness and to ensure its reasonableness for the purposes of this report.

Section 3. Acknowledgement of Expert's Duty

1. My name is Ellen Whelan. I live in Burlington in the province of Ontario, Canada.
2. I have been engaged by or on behalf of Goldblatt Partners LLP and the certified class in relation to the class action lawsuit of Avon Canada Inc. and New Avon LLC.
3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:
   a. to provide opinion evidence that is fair, objective and non-partisan;
   b. to provide opinion evidence that is related only to matters that are within my area of expertise; and
   c. to provide such additional assistance as the judge may reasonably require, to determine a matter in issue.
4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

Respectfully submitted,



Ellen Whelan, FSA, FCIA

March 4, 2025

Date

Section 4. Credentials

My credentials to provide such evidence from an actuarial perspective include the following:

- I am a qualified actuary in good standing, a Fellow of both the Society of Actuaries and the Canadian Institute of Actuaries (CIA).
- I have specialized in providing consulting advice with respect to (non-pension) group benefits for the last 28 years, including funding, design, underwriting, costing and financial reporting work.
- I study health care and life insurance costs by age and complete actuarial valuations and projections of such costs and long-term disability plans for employer-sponsored or union-sponsored group benefit plans.
- I have chaired the CIA's Post-Employment Benefit plan committee. Post-Employment benefits are a sub-set of the group benefit plans that group plan sponsors provide that require actuarial expertise in determining plan costs for funding or financial reporting purposes, such as health care and death benefits provided to retirees, which is relevant in this case.
- I have chaired one committee and one task force for the CIA to write the Practice – Specific Standards of Practice for CIA members who complete actuarial valuations of post-employment benefits plans. The Standards state that actuaries need to consider cost by age in their analysis of these plans.
- I have provided actuarial consulting advice to plan sponsors as a consulting actuary for two major HR consulting firms, Mercer Canada Ltd. and Eckler Ltd., working on well over one hundred different group benefit plans.
- I have conducted and reviewed multiple detailed studies on how group sponsored health care costs change as a person age, specifically analyzing each type of service covered within a typical group plan such as prescription drugs, hospital, dental care, paramedical practitioners, etc. at Mercer Canada Ltd. (using over 600,000 member records), at Eckler Ltd. (using over 70,000 member records), and more recently reviewing information from multiple insurers on the block of business for supporting expert witness analysis including Sun Life, Greenshield Canada and another major life insurers.
- I prepared an expert witness report and testimony for the Ontario Human Rights Commission regarding the issue of the cost of health care and life insurance benefits for members over the age of sixty-four, in the case of Talos vs Grand Erie District School Board.
- I have prepared an expert witness report for Unifor and its Local 2458 in relation to a Stated Case under Section 10 of the Education Act against the Windsor Essex Catholic District School Board (WECDSB) regarding providing retiree benefits to members aged sixty-five and over.
- I have prepared an expert witness report for the Ontario Nurses Association (ONA) in relation to their grievance against University Health Network (UHN) regarding whether it is cost prohibitive or not to extend health, dental, life and disability benefits to nurses working beyond age 65/69.
- I have prepared an expert witness report for the London Professional Firefighters Association in relation to the calculation of their WSIB top up benefits as provided by the Corporation of the City of London.
- I have analyzed data published by the Canadian Institute of Health Information on public and private spending on health care services in Canada, in aggregate and by age of claimant, to support publishing of articles and hosting client roundtables on the issue of private health care costs at different ages.
- I am a Principal of Eckler Ltd. and lead the firm's Group Health, Benefits and Compensation practice.

Appendix A: **Membership Data**

The membership data was supplied by Avon via Goldblatt at an effective date of September 20, 2024. For purposes of our calculations, we have assumed that the data is the same as of December 31, 2024, and used this as the date of our calculations without change.

Eckler has not independently verified the accuracy and completeness of the data except to the extent required by generally accepted professional standards and practices. We did subject this data to a number of tests of reasonableness, including the following:

- the number of covered members is reasonable based on feedback from Class Counsel;
- a member's age is within a reasonable range;
- a member's gender has been provided and is reasonable for the member; and
- a check for duplicate records was performed and they were removed.

We were originally provided with 521 retiree or surviving spouse records, but after reviewing the data, have excluded 29 members from the data, as outlined below. The table below provides a reconciliation of the membership data originally provided and subsequently used in our analysis.

Reconciliation of Membership Data	
Members provided in original data file	521
-less duplicate	(1)
-less members with individual or no medical coverage and who deceased prior to January 1, 2020	(27)
-less dependant with no medical coverage	(1)
Members included in our AV analysis	**492**
-less members with individual or no medical coverage who deceased between January 1, 2020 and December 31, 2024	(46)
Members included in our PV analysis	**446**

For purposes of estimating the Accumulated Value (AV) of loss estimate for claims between January 1, 2020 and December 31, 2024, we included 492 unique retiree or surviving spouse records in our analysis.

For purposes of estimating the Present Value (PV) of loss estimate for claims on and after January 1, 2025, we removed 46 retirees from the data used for the AV analysis as they have no further claim to medical or death benefits, for a total of 446 unique retiree or surviving spouse records included in that analysis.

January 1, 2020 to December 31, 2024 – Membership Data used for Accumulated Value (AV) of Loss Estimate for Claims

Below is a summary of the membership data used in the AV analysis:

Age Group	Individual Coverage			Family Coverage			Death Benefit Only *		
	Females	Males	Total	Females	Males	Total	Females	Males	Total
55-59	0	0	0	0	1	1	0	0	0
60-64	3	1	4	7	8	15	3	2	5
65-69	22	4	26	26	10	36	4	1	5
70-74	30	3	33	27	17	44	8	3	11
75-79	41	3	44	37	8	45	9	1	10
80-84	39	7	46	32	5	37	3	0	3
85-89	29	4	33	13	11	24	4	0	4
90-94	20	1	21	6	6	12	1	0	1
95-100	22	2	24	1	4	5	1	0	1
>100	1	1	2	0	0	0	0	0	0
Total	**207**	**26**	**233**	**149**	**70**	**219**	**33**	**7**	**40**
Average Age		**81.0**			**76.5**			**74.9**	

* Of the 40 retirees with death benefit coverage only, 2 died between 2020 and 2024 and the amount of their death benefit has been included in the AV calculations. The other 38 retirees with death benefit coverage only who did not die in this period have no settlement amount for this part of the analysis (AV). The 38 with death benefit coverage only, however, are also included in the PV estimate of future claims (as shown below) due to their eligibility for a death benefit payment upon future death.

Membership Data Details for Deceased Retirees

Below is a summary of the membership data for retirees who died between January 1, 2020 and December 31, 2024:

Year of Death	Individual Coverage			Family Coverage			Death Benefit Only		
	Females	Males	Total	Females	Males	Total	Females	Males	Total
2020	10	3	13	1	5	6	0	0	0
2021	9	2	11	2	1	3	1	0	1
2022	7	1	8	2	3	5	1	0	1
2023	7	1	8	2	2	4	0	0	0
2024	3	1	4	4	2	6	0	0	0
Total	**36**	**8**	**44**	**11**	**13**	**24**	**2**	**0**	**2**

For the AV analysis:

- Retirees with individual medical coverage were entitled to medical benefits until their death and then a death benefit was assumed to be paid upon death
- Retirees with family medical coverage were entitled to medical benefits until their death and a death benefit was assumed to be paid upon death. Their eligible spouse was assumed to be entitled to medical benefits throughout the period
- Retirees with no medical coverage were entitled to a death benefit only and this payment was assumed to be made at their date of death

For the PV analysis:

- The 44 retirees with individual medical coverage and 2 retirees with no medical coverage (death benefit coverage only) who deceased between January 1, 2020 and December 31, 2024 have been excluded from this analysis
- For the 24 retirees who died between 2020 and 2024 who had family medical coverage, we have assumed their spouse is eligible for medical benefits into the future and included this in the PV calculations (still identified as family coverage even though the valuation assumes one person)

Membership Data used for the Present Value (PV) of Loss Estimate

Below is a summary of the membership data used in the PV analysis:

Age Group	Individual Coverage			Family Coverage			Death Benefit Only		
	Females	Males	Total	Females	Males	Total	Females	Males	Total
55-59	0	0	0	0	1	1	0	0	0
60-64	3	1	4	7	8	15	3	2	5
65-69	22	4	26	26	10	36	4	1	5
70-74	30	3	33	27	17	44	7	3	10
75-79	40	1	41	37	8	45	9	1	10
80-84	30	4	34	32	5	37	3	0	3
85-89	22	4	26	13	11	24	3	0	3
90-94	14	1	15	6	6	12	1	0	1
95-100	9	0	9	1	4	5	1	0	1
>100	1	0	1	0	0	0	0	0	0
Total	**171**	**18**	**189**	**149**	**70**	**219**	**31**	**7**	**38**
Average Age	**79.0**			**76.5**			**74.6**		

Appendix B: **Assumptions and Methods**

Assumptions

The following assumptions have been used in the valuation of the post-retirement benefits plan:

Actuarial Assumptions	January 1, 2025
Discount rate (PV) / Rate of Return (AV)	3.00% per annum
Margin	10% on future medical costs starting in 2025
Income taxes adjustment	Not applicable
2025 Per capita medical claim costs by age (inclusive of provincial drug program offset and exclusive of sales or premium taxes or 10% margin)	Age / Medical Costs 55 $1,073 60 $1,173 65 $700 70 $737 75 $762 80 $772 85 $770
Provincial drug program offset at age 65	50%
Medical cost trend rates	4.00% per annum
Mortality rates	CPM 2014 Private Mortality Table with generational mortality improvements based on Scale CPM-B
Spousal age difference	Males assumed to be 3 years older than females

Methods

The following methods were used in the valuation of the post-retirement benefits plan:

Starting point as of January 1, 2025

After a review of the plan terms, we determined the per capita medical claim costs by age to use in our calculations and summarized in the table above. This per capita cost assumption applies to all eligible members and all eligible spouses. We have not applied an adjustment to this amount for income taxes that may be payable by the participant receiving the settlement payment. Our per capita medical claim costs by age reflect our expectation of average medical claims that might have been paid under the plan had the plan not terminated and does not include insurer administration costs or premium/sales taxes.

January 1, 2020 to December 31, 2024 – Determining the Accumulated Value

Since the membership data received was assumed to be as of December 31, 2024, we retroactively projected the medical costs that would have been incurred during the period January 1, 2020 to December 31, 2024 for eligible members and spouses using the trend assumption summarized above (e.g. reduced costs by 4.00% each year from 2025 back to 2020). For each year the member was alive, we estimated

the medical costs for that year. If family medical coverage was provided in the membership data, we assumed the covered spouse was alive during the entire projection period and estimated their medical costs were included as well.

If the member died during the period from January 1, 2020 to December 31, 2024, we assumed the death benefit for that member would have been payable at the time of death.

- If the member had individual medical coverage indicated, the member was considered eligible for medical coverage until their death
- If the member had family medical coverage indicated, the member was entitled to medical benefits until their death and their eligible spouse was entitled to medical benefits throughout the period.

Once the amount of medical and death benefit costs was projected for each member for each year based on their age, the age of the spouse, and whether they died or not, then all these costs were projected forward to January 1, 2025 accumulating with 3.00% interest each year, as summarized in the table above. The sum of these values for all members is the Accumulated Value (AV) of the Loss and is summarized in the Executive Summary section of this report.

January 1, 2025 and Beyond – Determining the Present Value

Since the membership data received was assumed to be as of December 31, 2024, for each person we projected the medical costs that would have been incurred during 2025 and for each future year that the eligible member and/or spouse are projected to remain alive and claiming medical benefits. The per capita costs were trended each year after 2025 with the trend assumption outlined above and reflected cost changes due to changes in age as per the assumptions. Due to the uncertainty in future medical costs a plan might incur, these projected medical costs have also been loaded by a 10% margin each year.

The death benefit was projected to be paid in the year the member is forecasted to die. There is no death benefit applicable to covered spouses.

The projected medical and death benefit costs for each future year are then discounted to January 1, 2025 using a discount rate of 3.00% per annum. The costs were aggregated across all the eligible members and spouses to arrive at the Present Value of the Loss and is summarized in the Executive Summary section of this report.

Appendix C: **Plan Provisions**

Benefit	
Death Benefit	$7,500 if the member retired before May 1, 2017 $5,000 if the member retired on or after May 1, 2017
Hospital	100% for semi-private up to 120 days per year, no deductible
Rehab/Convalescent hospital	100% for semi-private up to 100 days per year due to the same cause, no deductible
Deductible **Individual/Family**	$50 / $100
Rate of reimbursement	75% of the first $2K in expenses per person per year, and 100% of anything over, except where otherwise stated.
Lifetime Maximum	$20,000 lifetime[1]
Smoking cessation	As per RAMQ
Nursing care	$10,000 lifetime
Prescription Drugs and Ambulance	Unlimited
Diagnostic lab tests and medical imaging	Combined maximum of $750 for 12 consecutive months
Medical appliances and supplies	Unlimited
Artificial prosthesis	Unlimited
Surgical bras	$200 per calendar year
Orthopaedic shoes and orthotics	$300 per 12 months
IUDs	$400 per calendar year
Wigs (for chemo)	$200 lifetime
Accidental dental	Unlimited
Hearing aids and related devices	$400 per 60 months
Eye exams	100%, up to $45 per 24 months One exam per 24 months

[1] The maximum is reduced by the expenses reimbursed to the person each year but is also increased by $1,000 each year back up to the limit of $20,000.

Psychologist, Psychotherapist, Social worker	50% reimbursement, to a maximum of $500 per year for all practitioners combined
Acupuncturist, Chiropractor, Dietician, Massage Therapist, Naturopath, Osteopath, Chiropodist, Podiatrist, Speech Therapist	Max $30 per visit Max $500 per calendar year for all practitioners combined X-rays by Chiropractor, Osteopath or Podiatrist – 1 per calendar year per practitioner
Sports Therapist, Occupational Therapist, Physiotherapist	Max $500 per calendar year for all combined
Survivor Benefits	Coverage continues for dependents' lifetime if they are insured at the time of participant's death

Cost Sharing Terms		
Employer cost-sharing % for medical benefits based on Date of Retirement (DOR)	DOR prior to Jan 1, 2010 DOR between Jan 1, 2010 and Dec 31, 2014 DOR on or after Jan 1, 2015	90% 75% 50%

This is **Exhibit "J"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

DISTRIBUTION PROTOCOL

A. DEFINITIONS

1. For the purpose of this Distribution Protocol the Definitions used in the Settlement Agreement dated February 27, 2026 apply, in addition to the definitions below.

a) *Claims Administrator* means Verita Global

b) *Net Settlement Fund* means the Settlement Fund less Class Counsel Fees, Class Counsel Disbursements, taxes, Administration Expenses and CPF levy as approved by the Court.

B. GENERAL PRINCIPLES OF THE ADMINISTRATION

2. Whereas the total Settlement Amount is CDN $3,250,000, plus interest accrued of CDN $0,000, as a result the total Settlement Fund as of July 1, 2026 date is approximately CDN $0,000,000.

3. This Distribution Protocol is intended to govern the administration of the Net Settlement Fund. Class Members will be able to complete all necessary steps to make a claim to the Net Settlement Fund by completing a digital or paper claim form which will require their name, contact information and confirmation of how they wish to receive payment.

C. THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

4. The Claims Administrator shall administer this Distribution Protocol in accordance with the provisions of the Orders of the Courts and the ongoing authority and supervision of the Court.

5. The Claims Administrator's duties and responsibilities shall include the following:

a) providing notice(s) to the Class Members of the approved Settlement Agreement, if granted by the Court, distributing by email and mail a copy of the claim form and making the claim form available online;

b) overseeing the administration process and communications with the Class Members, including a bilingual administration website;

c) Delivering and receiving claim forms from Class Members and making determinations of class membership only if necessary;

d) arranging payment to Class Members in a timely fashion;

e) reporting the results of the administration process and the intended distributions to Class Counsel in a timely fashion;

f) maintaining the administration information so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Court;

g) remitting amounts payable to the Class Proceedings Fund;

h) reporting to Class Counsel respecting Claims received and administered and administration expenses;

i) holding the Net Settlement Fund in their Trust Account and making all payments from the Net Settlement Fund as authorized;

j) cash management and audit control; and

k) preparing and submitting reports and records as directed by Class Counsel or the Court.

6. Class Counsel shall oversee the claims process and provide advice and assistance to the Claims Administrator regarding this Distribution Protocol and the claims process.

D. CLASS MEMBER COMPENSATION

7. Whereas the class is comprised or retirees of Avon Canada Inc. and their surviving spouses and any dependent children, totalling 492 unique retiree or surviving spouse class members and an unknown but assumed to be minimal number of dependent children. It is estimated that the class consists of approximately 71 estates.

8. Each Class Member shall share equally in the Net Settlement Fund, subject to the following exceptions:

a) Class Members who were only in receipt of the death benefit shall receive 40% of the amount paid to class members who were in receipt of both the post-retirement health benefit and the death benefit.
b) Estates of individuals who deceased prior to January 1, 2020 shall not receive compensation.
c) If a claim is made by a retiree or surviving spouse and their dependent child/children, the claim shall be treated as a single claim by the retiree or surviving spouse; and
d) If a claim is made on behalf of the estate of a retiree and a claim is made by a surviving spouse of the same retiree, the claim shall be treated as a single claim by the surviving spouse.

9. The estate of any Class Member is entitled to make a claim as if the Class Member was making the claim subject to the Claim Administrator being satisfied the person submitting the claim has the right to act on behalf of the estate.

10. For example, if the Net Settlement Fund was $2,065,950 after the deduction of all legal fees, levies and administration expenses, and 395 people claimed who had the death benefit and medical benefit and 15 people claimed who had only the death benefit, the following payments before withholding taxes would be allocated:

11. Those with only the death benefit would each be allocated: $2,060.80

12. Those with both the death benefit and medical benefit would each be allocated: $5,152.00

13. If any individual fails to deposit their compensation after all reasonable attempts have been made to ensure the individual deposits their compensation, the residue of unclaimed compensation shall be paid to the Canadian Red Cross and Canadian Mesothelioma Foundation in equal parts.

E. THE ADMINISTRATION PROCESS

14. Generally, the claims administration process will be as follows:

Step 1: Direct Notice of the Claims Procedure

15. The Administrator shall send direct notice to the Class Members by email and postage mail using updated contact information from Avon Canada Inc.

Step 2: Class Members shall complete a claim form

16. To receive compensation, Class Members will be required to complete an online or paper claim form. The claim form will only require class members to confirm their contact information and how they wish to receive the compensation, whether by cheque or e-transfer.

Step 3: Distribution

17. Six (6) months after notice is distributed, the Administrator shall prepare a report on the number of claims and shall issue payment to those Class Members.

Step 4: Report to Court and Direction on Further Steps

18. Six (6) months after notice is distributed, the Administrator shall report on the number of claims made, number of claims rejected, number of claims accepted and any other information it believes relevant or as directed by Class Counsel and/or the Court. The report of the Claims Administrator shall be provided to the assigned case Management Judge and all counsel.

19. The Administration Expenses shall be paid from the Settlement Fund.

G. RESIDUAL DISCRETION

20. Notwithstanding the foregoing, if Class Counsel have reasonable and material concerns that the Distribution Protocol is producing an unjust result, failing to achieve a reasonable take-up rate, resulting in fraud or unjustly depleting the Net Settlement Fund, they shall seek a reasonable modification to this Distribution Protocol.

21. In arriving at a determination that an unjust result is occurring or that a modification is required or recommended, and in considering what modification may be required, Class Counsel shall seek comments or input from the Defendants and the Administrator.

I. CONFIDENTIALITY

22. All information received from the Defendants, Class Counsel or the Class is collected, used, and retained by the Claims Administrator pursuant to, inter alia, the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.

23. The information provided by the Class Members in the claim form shall be treated as confidential and not disclosed to anyone except for the Claims Administrator, those employed by the Claims Administrator and Class Counsel, unless the Class Member gives written permission or the Court directs otherwise.

This is **Exhibit "K"** referred to in the Affidavit of Charles Sinclair affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

CLASS ACTION CONTINGENCY FEE RETAINER AGREEMENT

BETWEEN:

LINDA CRAWLEY

-and-

JUDY BRADACS (Collectively "Clients")

- and -

GOLDBLATT PARTNERS LLP

ADDRESS: 20 Dundas Street West, Suite 1039
Toronto, Ontario
M5G 2C2
(416) 977-6070

THE PARTIES AGREE AS FOLLOWS:

Retainer

1. Linda Crawley and Judy Bradacs (collectively the "Clients") hereby jointly retain, authorize and instruct the firm of Goldblatt Partners LLP ("Class Counsel") as their counsel to commence and prosecute a class proceeding in Ontario (the "Class Proceeding") against Avon Canada Inc. ("the defendant") and other related entities as needed, concerning termination of post-retirement benefits. The Clients agree to be the representative plaintiffs in the class action.

2. The Clients authorize Class Counsel to retain and instruct other counsel ("Other Counsel") to assist in preparing and prosecuting the Class Proceeding and otherwise representing the interests of class members, should Class Counsel determine that it is prudent to do so. Class Counsel agrees to consult the Clients in advance of taking such steps.

3. The Clients agrees that the costs of Class Counsel's representation will be pursued only on a contingency basis, such that all fees and disbursements and taxes of Class Counsel and other counsel whom Class Counsel may retain to assist with the prosecution of the class proceeding ("Other Counsel") (collectively, "Counsel Fees"), will be payable only in the event of success, as defined below. The Clients have discussed with Class Counsel retainer options other than by way of the contingency fee agreement set out below, including retainer by way of an hourly rate retainer. The Clients have chosen to retain Class Counsel by way of a contingency fee agreement.

Terms of Payment of Fees and Disbursements

4. The provisions of this agreement regarding fees and disbursements are subject to court approval as provided under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 ("*CPA*"), Class Counsel shall seek court approval of its fees at the appropriate time, in its sole and unfettered discretion. If a court does not approve the fee provisions set out under this agreement, Class Counsel shall be permitted to terminate this Agreement.

5. The Clients agree that any motion for court approval of Counsel Fees and disbursements brought by Class Counsel shall constitute a motion for court approval of an "agreement respecting fees and disbursements between a solicitor and a representative party" within the meaning of s. 32(2) of the *CPA*. The Clients further agree that any court approval or any court determination or direction regarding fees and disbursements under the *CPA* is enforceable such that any fees and disbursements owing to Counsel, as determined by the court, shall constitute "a first charge on any settlement funds or monetary award" within the meaning of s. 32(3) of the *CPA*.

6. Class Counsel shall be entitled to payment of its fees and disbursement upon the successful resolution of the class proceeding consisting of (a) a final judgment on the common issues in favour of some or all class members, or (b) a court-approved settlement that benefits one or more class members. Class Counsel has explained to the Client that this claim involves uncertainty and risk, and that it is not possible at this time to accurately predict either the amount of time that will be necessary or the potential value of the recovery. Class Counsel has provided an estimate of its potential fee as follows:

    a. if this action is resolved after filing the Statement of Claim, but prior to any certification motion and prior to a defence being filed: at least $100,000;

b. If this action is resolved after a defence is filed, but before a certification motion: at least $200,000;

c. If this action is resolved after a certification motion, but prior to a trial of common issues: at least $750,000;

d. If this action is resolved after a trial of common issues: at least $1,500,000.

7. Counsel Fees shall be calculated in one of two possible ways as set out in paragraphs 8-9 below. Class Counsel shall have the sole right to determine which of the methods will be advanced to the court for approval. In the event that the court rejects one method of calculating the Counsel Fee, Class Counsel shall have the right to advance the alternative method not initially proposed.

Method "A": Base Fee and Multiplier

8. If fees are sought as calculated by the "Multiplier" method, the fee arrangement shall be determined as follows:

a) the Base Fee shall be the hourly rate of the legal professionals (e.g. lawyers, law clerks or students) who perform work on the Class Proceeding multiplied by the number of hours worked by each such professional. The hourly rates of the legal professionals expected to perform the work on the class proceeding are set out in Schedule "A"

attached hereto. The hourly rates may change from time to time and the Clients shall be provided with a list of current rates on request. Without limiting the generality of this retainer, the Base Fee shall include, but not limited to, time spent preparing pleadings, time spent advising the Clients regarding common issues, time spent with individual class members or their counsel, time spent in respect of the motion for certification as a class proceeding and any other motion or application in furtherance of the action and any appeals or motions for leave to appeal therefrom, time spent regarding notices to the class, time spent on the trial of the action, or on any appeal or motions for leave to appeal therefrom, time spent relating to the management of the class action, and time spent negotiating any settlement of the class action and on any motion to approve such settlement; and

b) the "Multiplier" shall be determined by the court pursuant to s. 33(4) of the *CPA*, and the Clients agree to support payment of fees on the basis of a multiplier as follows:

i. a multiplier of not less than 2 shall apply if success in the Class Proceeding is secured prior to the hearing of the certification motion;

ii. a multiplier of not less than 3 shall apply if success in the Class Proceeding is secured after certification of the Class Proceeding but prior to trial; and

iii. a multiplier of not less than 4 shall apply if success in the Class Proceeding is secured after trial.

Method "B": Percentage Recovery

9. If fees are sought as calculated by the percentage method, the Clients and Class Counsel agree for such percentage fees to be calculated as follows:

a) In the event that an agreement to settle the action is reached prior to the commencement of the certification hearing, Class Counsel shall be entitled to 25% of the amount (including partial indemnity or substantial indemnity costs and disbursements), recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount;

b) In the event that an agreement to settle the action is reached after the commencement of the certification hearing, but prior to the commencement of a common issues trial of this action, Class Counsel shall be entitled to 30% of the amount (including partial indemnity or

substantial indemnity costs and disbursements) recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount;

c) In the event that judgment is obtained at the common issues trial, or an agreement to settle the action is reached after the commencement of a trial of this action, but before any appeal, Class Counsel shall be entitled to 33% of the amount (including partial indemnity or substantial indemnity costs and disbursements) recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount; and,

d) In the event that final judgment is obtained, or an agreement to settle the action is reached, after the conclusion of any appeals from the common issues trial, Class Counsel shall be entitled to 35% of the amounts (including damages and interest but excluding partial indemnity or substantial indemnity costs and disbursements recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s) plus the fee portion of any costs obtained by Class Counsel.

For the purpose of calculating the fees, the amount to which the above-referenced percentages apply includes any amount awarded or agreed to that is separately specified as being in respect of costs and disbursements, expect in (d) above.

10. Counsel Fee shall be calculated on any settlement or any judgment after all disbursements and case expenses incurred by Class Counsel have been deducted.

11. Disbursements are those costs incurred by Class Counsel to prosecute the class proceeding, such as filing fees, court fees, process server charges, etc. Case expenses include reasonable photocopy charges, couriers, travel expenses, fees paid to agents, experts and other lawyers.

12. The Client authorizes Class Counsel to pay disbursements and case expenses to prosecute the claim as Class Counsel deems necessary and as the Clients so instruct. The Clients agree that Class Counsel shall be entitled to 100% recovery of disbursements and case expenses from moneys payable to the class or the Clients from any award of costs or any monetary award or relief available pursuant to the terms of any order, judgment or court approved settlement.

13. The Clients shall not be obliged to fund any disbursements or taxes, including the any applicable taxes on counsel's fees. Ultimately, if the class proceeding is successful, the disbursements and taxes, including the tax payable on counsel's fees, will be paid out of any court award of costs or any monetary award or relief available pursuant to the terms of any order, judgment or settlement.

14. The Clients agree and directs that all funds claimed by Counsel for legal fees, costs, taxes and disbursements shall be paid to Class Counsel in trust from any monies owing under any judgment or settlement.

15. Counsel shall not recover more in fees than the total aggregate amount the Class recovers as monetary relief or damages by way of judgment or settlement.

Example of Fee Calculation in the Event Class Counsel Seeks Fee Approval on the Basis of a Contingency Percentage.

16. If the class proceeding results in a settlement or judgment equal to $2,000,000.00 inclusive of costs and disbursements after certification (but before the commencement of trial), and if Class Counsel and Other Counsel have incurred disbursements, and taxes on these disbursements, totalling $100,000.00, then the sum of $100,000.00 will be paid first to Class Counsel as reimbursement for those disbursements and taxes incurred by them. The contingency fee will then be $570,000.00 (30% of $1,900,000.00) plus 13% H.S.T., for a total of $644,100.00 leaving a maximum of $1,355,900.00 for distribution to class members. (i.e. $2,000,000.00, less $100,000.00 disbursements, less $570,000.00 contingency percentage, less HST on fees).

Example of Fee Calculation Under Contingency Multiplier

17. If the class proceeding results in a settlement or judgment equal to $2,000,000.00 inclusive of costs and disbursements after certification (but before the commencement of trial), a multiplier of not less than 3 shall apply. If Class Counsel and Other Counsel have incurred disbursements, and taxes on these disbursements, of $100,000.00, and docketed time at their ordinary hourly rates (set out in Schedule "A") totalling $150,000.00, then the sum of $100,000.00 will be paid first to Class Counsel and Other Counsel as reimbursement for those expenses incurred by them. The contingency fee will then be not less than $450,000.00 (3x docketed time of $150,000) plus H.S.T., leaving a maximum of $1,391,500.00 for distribution to class members (i.e, $2,000,000.00, less $100,000.00 disbursements, less contingency multiplier, less $HST on fees).

Payment of Fee

18. Class Counsel shall only seek its fees upon achieving success in the class proceeding, whether by obtaining judgment on the common issues in favour of some or all class members or by obtaining a settlement that benefits one or more class members. In the event success is a monetary award in favour of the class, the fees shall be paid by a lump sum payment to the extent possible, or by periodic payments, if a lump sum payment is not possible, out of the proceeds of any judgment, order or

settlement awarding or providing monetary relief, damages, interest or costs to the class or any class member.

19. If success is achieved by way of a judgment or settlement which results in the partial or complete resumption of post-retirement benefits and the fee is calculated as a percentage of recovery, the value of the recovery shall be calculated based on an actuarial valuation of the present value of the resumed benefits or a mutually agreed estimate as to the future value of the benefit stream.

20. If success in the proceeding is a resumption of post-retirement benefits, Class Counsel shall first seek their entire fee, however calculated, as a cost contribution paid directly from the defendant. In the event a cost contribution does not cover the fee of Class Counsel, Class Counsel shall be at liberty to seek all or part of their fee as a levy or one time reduction on the post-retirement benefits otherwise payable to the class, subject to approval of the court.

Costs

21. The Clients have been advised by Class Counsel that a Court may order one party to make a payment to the other party as a contribution towards the other party's reasonable legal fees and disbursements if the other party is successful in the overall litigation or successful in the context of any discrete step in the litigation, such as a motion. If the

court does make such an order for costs in favour of the Clients, such costs will be applied to counsel fees and disbursements, regardless of the outcome of the action.

22. The Clients agree to assign to Class Counsel any court award of costs made in favour of the Clients. The Clients and Class Counsel agree that Class Counsel may apply such assigned costs towards the current fees and disbursements of Class Counsel and Other Counsel and may also hold and apply any remainder or balance of such assigned costs towards future fees and disbursements.

23. The Clients have been advised by Class Counsel that an application or applications shall be made to the Class Proceedings Fund (the "Fund") or a third-party funder for payment of disbursements and for indemnification against an adverse costs order at various stages of the litigation. If an application is made to the Fund for payment of disbursements and indemnification against costs and such application is accepted, the Fund will be entitled to 10% of any judgment or settlement monies payable to the class. Presently the practice is that the Fund is entitled to receive 10% of any settlement or judgement, plus repayment of any disbursements advanced by the Fund. As negotiated by Class Counsel and approved by the Clients, if an application is made to a third-party funder other than the Fund for indemnification against costs and

such application is accepted, the third-party funder will be entitled to a portion of any judgment or settlement monies payable to the class.

24. The Clients and Class Counsel hereby agree that Class Counsel has the authority to make an application to the Fund or a third-party funder on behalf of the Clients for indemnification to the Clients in respect of any adverse costs order that may be made against the Clients in the class action, and the Clients shall co-operate with Class Counsel in this regard.

25. In the event that indemnification from the Fund or a third-party funder cannot be obtained, the Clients agree that the Class Proceeding will not be pursued.

Assessment of Account

26. The Clients have the right to ask the Superior Court of Justice to review and approve Class Counsel's Account. For purposes of assessment, if a contingency fee agreement is one to which subsection 28.1(6) or 28.1(8) of the *Solicitors Act* applies (insofar as the fee sought is in excess of the maximum percentage proscribed by regulation), the Clients or Class Counsel may apply to the Superior Court of Justice for an assessment within six months after its delivery. If a contingency fee agreement is not one to which subsection 28.1(6) or 28.1(8) of the *Solicitors Act* applies, the Clients may apply to the Superior Court of

Justice for an assessment of Class Counsel's bill within 30 days after its delivery or within one year after its payment.

Submissions to Court: Costs Payable to Class Counsel

27. The Clients hereby authorizes Class Counsel to make submissions regarding remedy and costs payable to Class Counsel that will enable the Court to fashion a judgment to ensure that the fees and disbursements owing to Class Counsel, calculated pursuant to this Agreement, can be paid out of the monies awarded to the Class or can be paid prior to or as a condition of the Class Member realizing any benefit pursuant to the judgment.

Client and Class Counsel to Act in the Best Interests of the Class

28. The Clients acknowledge their obligation and the obligation of Class Counsel to act in the best interests of the Class.

29. The Clients retain the right to make all critical decisions regarding the conduct of the class action, provided that any such decisions are made in the best interests of the class.

30. Notwithstanding the foregoing, Class Counsel retains the right to add one or more additional class representatives at any time, in the event Class Counsel determines that doing so is in the best interest of the class. In such circumstances, the Parties shall terminate this retainer agreement

and enter into a new joint retainer agreement with the additional class representative(s). Similarly, Class Counsel retains the right to substitute the Clients for another class representative prior to certification and terminate this retainer agreement, in the event Class Counsel determines that doing so is in the best interest of the class. In either of the above circumstances, privileged communications between Class Counsel and/or Other Counsel, and the Clients made for the purpose of advancing the claims of the class in the class proceeding and the work product created by Class Counsel and/ or Other Counsel for the purpose of advancing the claims of the class shall be disclosed to the new class representative. The Clients agree to maintain the confidentiality and privilege of such communications and work product, and agrees not to discuss or otherwise divulge such communications and work product, or their contents, to any other person at any time.

Settlement Negotiations

31. The Clients hereby authorize Class Counsel, in its discretion, to enter into negotiations with the defendant for the purpose of reaching a settlement of the class proceeding. The Clients understand that any settlement affecting the class is subject to approval by the court. The Clients agree and acknowledges that any negotiations are for the purpose of reaching a settlement of the class proceeding, not simply the individual claim of the Clients.

32. In the event the Clients desire to withdraw as representative plaintiff or desires to settle her individual claim without settling the claims of the class, the Clients agree to first notify Class Counsel of that desire in advance. The Clients agree only to seek such withdrawal or individual settlement in a manner and on a schedule that reasonably protects the best interests of the Class as a whole. If the Clients do settle their individual claim or withdraw as representative plaintiff, the Clients expressly agree and acknowledges that Class Counsel is permitted to be retained by another representative of the class and to continue to assert the claims on behalf of the class pursuant to the class proceeding. In such event, privileged communications between Class Counsel and/or Other Counsel, and the Clients made for the purpose of advancing the claims of the class in the class proceeding and the work product created by Class Counsel and/ or Other Counsel for the purpose of advancing the claims of the class shall be disclosed to the new class representative. The Clients agree to maintain the confidentiality and privilege of such communications and work product, and agrees not to discuss or otherwise divulge such communications and work product, or their contents, to any other person at any time.

33. In the event that the Clients wish to withdraw from participation as a class representative, Class Counsel shall make its best efforts to find a replacement for the Clients. However, the Clients acknowledge that any withdrawal by the Clients is subject to the approval of the court.

Resolution of Disagreements between the Clients and Class Counsel

34. The Clients and Class Counsel agree to make their best efforts to resolve any disagreements or conflicts that may arise between them relating to, or affecting, the conduct of this action.

35. The Clients hereby agree that in the event that the Clients give instructions that Class Counsel believes are not in the best interests of the Class, Class Counsel may, and is entitled to, schedule and bring an application, motion or case conference with the court (*ex parte* or otherwise as may be appropriate or as may be directed by the court) for directions under s. 12 of the *CPA* or otherwise as may be appropriate. The Clients and Class Counsel acknowledge that the outcome of such an application, motion or conference, and subject to any motions for leave to appeal or appeals therefrom, may result in the removal of the Clients as representative plaintiff or the removal of Class Counsel (or either of them) as counsel or solicitor of record in the Action.

36. Without limiting the general application of the preceding paragraph, the Clients agree that in the event that the Clients do not agree to accept a proposed settlement that is in the opinion of Class Counsel in the best interests of the class, Class Counsel is hereby authorized to conditionally accept the offer. The condition shall be a ruling by the court that the proposed settlement is in the best interests of the class. On the motion for such court approval, an affidavit fully disclosing the Clients'

stated concerns with the proposed settlement shall be filed with the court.

37. While any application, motion or case conference referred to in the two preceding paragraphs, or any decision or motion for leave to appeal or appeal therefrom, is outstanding, neither the Clients nor the Class Counsel may terminate this Agreement.

Termination

38. The Clients acknowledge and agree that, notwithstanding any other provision of this agreement, but subject to orders or directions of the court, Class Counsel shall have the right to terminate this retainer agreement in any of the following circumstances:

a. at any time prior to the certification at the sole discretion of Class Counsel;

b. upon the denial of class certification at first instance or on appeal, including by way of a subsequent decertification order;

c. loss at trial of the common issues at first instance or on appeal;

d. after certification, if in the reasonable opinion of Class Counsel new evidence arises or changes in the law occur which would make it

materially less likely that the class proceeding would succeed at trial;

e. after certification, in the event that Class Counsel has reasonable grounds to believe that any costs, monetary relief, damages, interest or settlement monies that could be recovered in the action will not be sufficient to cover: (i) the total fees and disbursements actually approved by the Court to that date or the total fees that Class Counsel reasonably estimates may be approved by the court in the future; or, (ii) the actual Counsel Fees incurred to that date or a reasonable estimate by Class Counsel of the total Counsel Fees that would reasonably be incurred in prosecuting the action through to its conclusion; and;

f. any refusal of the court to award Class Counsel its fees.

39. Subject to the other terms of this Agreement, the Clients may withdraw as representative plaintiffs and Class Counsel may attempt to locate an appropriate replacement representative plaintiff and continue to prosecute this Class Action as set out herein.

40. In the event this agreement is terminated and the Class Action is subsequently successful (as defined in paragraph 7 above), the hours expended by Class Counsel to the date of termination will be added to the hours of any lawyer or lawyers subsequently retained to prosecute the

Class Action for the purpose of the Court settling or approving the legal fees for all counsel in this action. Class Counsel shall be entitled to, and will be paid, a percentage of the amount awarded by the Court as fees in the action. The percentage shall be calculated by taking the number of hours expended by Class Counsel's legal professionals (including clerks and students) multiplied by their respective hourly rates, divided by the total number of hours expended by professionals (including clerks and students) of Class Counsel and any lawyers or law firm(s) subsequently retained to prosecute the Class Action multiplied by their respective hourly rates. In no circumstance, however, will Counsel be entitled to or be paid less than its straight time, that is, the total number of hours expended by Class Counsel's professionals (including clerks and students) multiplied by their respective hourly rates. Class Counsel will also be entitled to, and be paid, its disbursements or case expenses.

41. The Clients agree that any lawyer retained to prosecute the Class Action after the termination of this Agreement will be:

a) competent and experienced in the prosecution of class actions;

b) provided with a copy of this Agreement;

c) required to acknowledge and agree to the provisions of this Agreement; and,

c) required to protect the fees and disbursements of Class Counsel and Other Counsel as set out herein.

Prohibition on Commencing a Parallel or Overlapping Class Action

42. The Clients hereby agree not to commence a rival, parallel or overlapping class action, including any class proceeding raising the same or similar claims against the defendant, in the event that the Clients' participation in this Class Action is terminated, whether by withdrawal, termination or otherwise.

Laws of Ontario Apply

43. This Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the Province of Ontario. It is the parties' intention that all requirements of contingency fee retainer agreements and class action retainer agreements be included herein and, for such purpose, the parties agree that this agreement shall be deemed to include any such further requirements arising from amendments to the *Solicitors Act*, R.S.O. 1990, c. S.15, the regulations under that act, and the *Rules of Professional Conduct* of Ontario and of other applicable jurisdictions. Alternatively, the parties to this agreement agree to execute, from time to time, any amendment to this agreement for the purpose of incorporating any such further requirements into this agreement.

Division of Fees

44. The Client consents to the reasonable splitting of fees between lawyers who are assisting in this action but are not part of Class Counsel (if applicable).

Carriage of Lawsuit

45. The Client acknowledges that Class Counsel are incurring a significant financial risk in agreeing to pursue this action on a contingency fee basis and that Class Counsel are doing so on the basis that it will have carriage of the lawsuit.

Successor of Lawsuit

46. In the event that Goldblatt Partners LLP dissolves or is terminated, this agreement shall apply to successor law firms, as designated and confirmed by the Client in accordance with the terms hereof.

Confidentiality

47. The Clients acknowledge being advised that the communications between Class Counsel and the Client relating to the claims of the class are legally privileged but that such privilege may be lost if the Clients were to disclose such information to third persons and that the interests

of the class could thereby be adversely affected. The Clients agree to protect the confidentiality and privilege of such information indefinitely.

48. The Clients acknowledge and agree that, in retaining Class Counsel to provide the legal services described in this retainer, the collection, use, retention and disclosure of personal and other sensitive information may be required in order to fulfill those services and related obligations.

49. The Clients have been advised by Class Counsel and agree that since Class Counsel is acting for all of the Clients in the retainer matter jointly, no information which Class Counsel receives in connection with the retainer matter from one party can be treated as confidential so far as any of the other party is concerned.

Joint Retainer

50. The Clients are of the view that there is no conflict between them that would prevent Class Counsel from jointly representing both of them.

51. The Clients understand that this is a joint retainer. If a conflict among the Clients develops that cannot be resolved and Class Counsel cannot continue to act for both of the Clients, the Clients agree that Class Counsel can continue to act for one of the Clients. In certain circumstances Class Counsel might have to withdraw completely.

Severability

52. In the event that any particular provision or provisions or a part of one in this agreement is found to be void, voidable, or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in force.

Entire Agreement

53. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this agreement except as expressed in it.

Entire Agreement

53. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this agreement except as expressed in it.

Execution in Counterpart

54. This agreement may be executed in counterpart.

Signed this 28th day of November, 2019.

Karen Hussey
Witness

Linda Crawley
Linda Crawley

Signed this ____ day of _____, 2019.

_____
Witness

_____
Judy Bradacs

Signed this ____ day of _____, 2019. **GOLDBLATT PARTNERS LLP**

_____ Per:
_____
Witness

Schedule "A" – Current Hourly Rates of Class Counsel

Execution in Counterpart

54. This agreement may be executed in counterpart.

Signed this ____ day of _____, 2019.

_____
_____ Witness
Linda Crawley

Signed this 27 day of November, 2019.

_____ _____
Witness
Judy Bradacs PETER BRADACS

Signed this 28 day of November, 2019. **GOLDBLATT PARTNERS LLP**

_____ (Jody Brown) Per:
_____ Witness JOANNE SCHEER

Schedule "A" – Current Hourly Rates of Class Counsel

Steven Barrett $800.00

James McDonald $800.00

Charles Sinclair $600.00

Nadine Blum $525.00

Jody Brown $525.00

Joshua Mandryk $450.00

Tanya Atherfold-DeSilva $200.00

Students $250.00

CRAWLEY, et al.	**AVON CANADA INC., et al.**	Court File No.: CV-19-00632937-00CP
Plaintiffs	- and - Defendants	

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

AFFIDAVIT OF CHARLES SINCLAIR
(Affirmed October 20, 2026)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
Tel: 416-977-6070 / Fax: 416-591-7333

Jody Brown LS#58844D
Email: jbrown@goldblattpartners.com
Tel: 416-979-4251

Melanie Anderson LS#79238J
Email: manderson@goldblattpartners.com
Tel: 416-979-4386

Lawyers for the Plaintiffs

191

Docusign Envelope ID: 1129154A-AA12-81D1-83B9-54AC06054382

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

AFFIDAVIT OF LINDA CRAWLEY
(Affirmed October 20, 2026)

I, Linda Crawley, **DO SOLEMNLY AFFIRM:**

1. I am one of the representative plaintiffs in this matter, and as such, I have knowledge of the matters to which I hereinafter depose. Where I have relied on information that I have obtained from others, I have stated the source of that information and I believe it to be true.

2. This affidavit is in support of the approval of three proposed Orders: (i) the settlement of this action, (ii) the distribution protocol, and (iii) class counsel fees and disbursements.

BACKGROUND

3. This class action against Avon Canada Inc. ("Avon Canada") and New Avon LLC ("Avon US" and, collectively with Avon Canada, "Avon") relates to Avon Canada's termination of post-retirement benefits for all its retirees as of January 1, 2020. I am a member of the Class. I retired from Avon Canada in 2015 after approximately 40 years of employment.

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4. I am advised by Jody Brown, counsel to the Class in this proceeding, that according to records received from Avon in the course of litigation, there are approximately 492 Class members, inclusive of estates. It is estimated that approximately 70 retirees or surviving spouses have passed away since the commencement of the class action. I also understand from a review of the membership data provided by Eckler that approximately 254 Class members are between the ages of 65-79 and 211 Class members are between the ages of 80-100. The vast majority of the Class are elderly, some having retired from Avon Canada decades ago.

5. The procedural history of the action, the settlement negotiations, the nature of the settlement and the reasons for counsel's recommendation of the settlement are all set out in the affidavit of Charles Sinclair, a lawyer with Goldblatt Partners LLP ("class counsel"), filed on these motions. In addition, the Sinclair Affidavit sets out the efforts to bring the Notice of Settlement Approval Hearing to the attention of Class members.

MY TIME AT AVON CANADA

6. I retired from Avon Canada in 2015 after approximately 40 years of employment. I dedicated almost my entire working life to Avon Canada.

7. I started working in Avon Canada's shipping department as a typist/clerical worker in 1975 at the Pointe-Claire location on Montreal's West Island. This was my first job out of college and I was 17 years old. In approximately 1976 or 1977 I started work as a Stenographer/Secretary in the Service Section of the Representative Service Department. In 1977, I left Avon Canada for several months but was then rehired into the Representative Service Department in the Autumn of 1977.

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8. In the mid-1980s I became an Executive Administrative Assistant to the Director in the Branch Operations/Customer Service Division. I also worked on investigations for the Legal Department of Avon Canada since the mid-1990s. I formally became the Executive Administrative Assistant to the Director of the Avon Canada Legal Department in approximately 2011. I worked in the Legal Department until I retired in 2015.

9. At the time I started working at Avon Canada, I was already well aware of Avon Canada given their prominent role in the community. I can recall that multiple people on my street worked at Avon Canada and many times there were multiple generations of a family working at Avon Canada.

10. The Pointe-Claire location had a baseball diamond in the back which was the hub of the Avon Canada community in the summer. Employees played for their Avon Canada teams after work. Often, other colleagues stayed to watch, have a few laughs, and enjoy the game. Some employees' families and children also came. At times, Avon Canada had a friendly game with people from other companies.

11. Avon Canada organized and/or subsidized different sports or activities. We had an Avon Canada hockey league, where games were played at the Pointe-Claire Arena for many years. Anyone could attend these games and it was free. Avon Canada had a bowling night every Tuesday in the autumn and winter where employees had different teams. Avon Canada employees could also participate in the Avon Canada curling league which was held at the Pointe-Claire curling club. These activities created an environment which fostered and strengthened personal relationships. Avon Canada's business was founded on personal relationships.

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12. During my long career at Avon Canada, the company recognized employee anniversaries in 5-year increments based on their years of service. When an employee achieved the 25-year milestone, there was a special presentation in their honour. After the presentation, a member of management took the Employee, along with a few colleagues, to a local restaurant to celebrate the occasion.

13. Once an employee achieved 25 years of service, they became a member of the 25 year club. This was a highly anticipated annual event held offsite. Part of the evening was the induction and welcoming of new members to the club. But there was also an honour roll listing all the members ranked by years of service. This honour roll was placed on each place setting on the many tables, normally of eight members. They were acknowledging the many years of dedicated and loyal service that each member had contributed to Avon Canada.

14. While I worked at Avon Canada, and even into my retirement, it felt like a family. Avon Canada referred to their employees and retirees as family. In December, retirees were invited to join employees at our Christmas luncheon which was held in our cafeteria. We celebrated as a family. The cafeteria staff prepared a beautiful full course meal. This meal was served by the senior management team as the “Avon family” lined up with their trays and passed through the line.

15. I happily devoted myself to Avon Canada given that it was a mutually beneficial relationship. Avon Canada was a great company to work for and a force for good in the Montreal area and beyond. Many retirees still know each other, are lifelong friends, and get together for social events.

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16. Given my relationship with Avon Canada over decades, I was shocked when I received the letter terminating all of the retirees' post-retirement benefits. I was left with a deep sense of betrayal from a company I thought I knew and devoted so much to. I also thought of all the families who had worked at Avon Canada with me and would receive no benefits into their retirement.

MEDIATION AND SETTLEMENT

17. I was concerned that many retirees maybe would not live to see the outcome of the class action. Given the age of the Class Members, I agreed to attend a mediation and consider a potential settlement.

18. A mediation was held with Joel Wiesenfeld on December 5, 2025. For personal reasons, I was unable to attend the mediation in person, but I was able to participate fully by phone. I was in the room virtually with class counsel throughout the whole day, and I was able to participate in private discussions with class counsel as well as discussions with class counsel and the mediator. Class counsel explained to me what was happening and confirmed my instructions concerning the progress of the negotiations. My co-representative plaintiff, Judy Bradacs was also on the phone and in the room throughout the entire day. The positions we took in the mediation were based on the expert reports and class counsel's advice to me concerning the relative strengths and risks of the claims advanced in the action. I was actively involved in the discussions and gave instructions to class counsel throughout the mediation.

19. At the end of the day, we were able to reach a settlement which was documented in a term sheet that counsel signed on December 5, 2025.

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SETTLEMENT APPROVAL AND DISTRIBUTION PROTOCOL

20. The settlement provides that Avon will pay $3,250,000 ("Settlement Amount") in full and final settlement of the class action. The Settlement Amount is inclusive of all costs, including class counsel fees, disbursements, and the Class Proceedings Fund levy. The Settlement Amount has been invested in an interest-bearing trust account and the total as of September 17, 2026 date is $3,266,100.69.

21. I instructed class counsel with respect to the proposed settlement. I believe that the settlement is in the best interests of the Class Members and that Class Members should be compensated now as the class is getting older. I worked my entire career at Avon Canada, having started immediately out of school. I was proud to have worked for Avon Canada and was loyal to the company, believing it to be a valuable Canadian company and employer. I know many other retirees who were equally loyal to Avon Canada. I hope the settlement provides compensation for the retirees' loyalty and years of service to Avon Canada. I still feel angry about what has happened given all my time at Avon Canada.

22. The settlement will provide all Class members with compensation for the loss of their post-retirement benefits, and the proposed distribution arrangement allows for a simple process for Class members to receive a payment. Class members will only be required to complete a simple form that confirms their identity, address and form of payment. Retirees will receive a streamlined and easy to use claims process that can be online or in paper. This system also ensures a simple administrative process, which will keep the administrative costs low and ensure that the maximum amount can be provided to Class members.

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23. Estates will be entitled to make a claim, so long as there is no surviving spouse of the Class member and the Class member deceased after January 1, 2020. I believe it is crucial that estates of retirees can make a claim for them.

24. The Settlement Fund minus legal fees and disbursements, taxes, CPC levy and estimated administration expenses (the "Net Settlement Fund"), inclusive of interest, will be divided equally among retirees, surviving spouses and any dependent children who were in receipt of both the health and death benefit. For retirees, surviving spouses and any dependent children who were only in receipt of the death benefit, their compensation will be calculated at 40% of the compensation for a Class member who was in receipt of both the health and death benefit. An equal distribution is administratively efficient and easy to understand without any individual proof necessary from Class members.

25. Rather than proceed with further litigation which could potentially only resolve after the death of more retirees, I believe that it is best to settle this action on the terms in the proposed settlement and to provide compensation to Class members in relatively short order.

MY INVOLVEMENT IN THE LITIGATION

26. In addition to my active participation in the mediation as described above, I have devoted significant personal effort to moving this case forward. The case has received at times almost all of my attention.

27. When the post-retirement benefits were cut off, I initiated contact with class counsel and began seeking legal representation for a class action. I also reached out to many other retirees.

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28. I have previously sworn an affidavit on December 4, 2020 in support of certification and an Affidavit of Documents on February 21, 2024, which included various prior benefit documents I had in my possession and that I had collected from others.

29. I was involved throughout this action in reviewing/approving documents and in discussing the progress of the action and the strategy with class counsel. Over the course of the action, I have sent over 800 emails to class counsel which has included:

(a) Records from other retirees to support certification and discovery productions;

(b) Current updates on the corporate status, management changes and financial status of Avon;

(c) Feedback and updates from retirees;

(d) Questions and suggestions for litigation; and

(e) Responses to requests for instructions and document review.

30. I do not have a computer. I have engaged with class counsel through my tablet, telephone and by reviewing hardcopies of materials. I have also arranged to send scanned copies of records or postage to class counsel.

31. In addition to engaging with class counsel, I have directly engaged with numerous retirees as the face of the litigation. I felt a strong duty to ensure retirees were recognized and received compensation. At the same time, the duty has been a heavy mental burden given my personal connection to many retirees.

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APPROVAL OF CLASS COUNSEL FEES

32. Class counsel have devoted significant resources to this case to date. As set out above, I have regularly communicated with the counsel who have primarily worked on this file (namely, Jody Brown and Melanie Anderson).

33. I clearly understood from my discussions with class counsel that this litigation was undertaken on a contingency fee basis and that class counsel would not be paid unless the case was successful (either through a settlement or a trial). This is also set out in the retainer agreement pursuant to which Judy Bradacs and I retained class counsel, a copy of which is attached and marked as **Exhibit "A"** to this affidavit.

34. Pursuant to the retainer, class counsel fees where a settlement is reached at this stage of the litigation (being after certification but before a common issues trial) will be either: (1) 30% of the settlement amount, plus HST ("percentage rate"); or (2) the hourly rate of counsel multiplied by the number of hours docketed to the file, further multiplied by no less than 3 ("multiplier rate"). Under the percentage rate, class counsel fees would have been $975,000 plus HST. I am advised by Mr. Brown that class counsel's fees under the multiplier rate would have been approximately $1,372,113 plus HST.

35. I understand that, if the fees are approved, class counsel will receive fees in the amount of $650,000, plus HST. This would be less than class counsel's fees under both the percentage rate and the multiplier rate.

36. Nevertheless, I am aware that, if the fees are approved, class counsel will receive a premium over and above their hourly fees and I support this payment to recognize the work completed and to be completed in securing compensation for the entire Class.

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37. I also understand that amounts will be deducted from the Settlement Fund for the disbursements incurred by class counsel and the Law Foundation of Ontario Class Proceedings Fund levy, as set out in the Sinclair Affidavit.

38. I swear this affidavit in support of the settlement approval motion and for no other improper purpose.

AFFIRMED BEFORE ME by video conference by Linda Crawley, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on October 20, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
E5AFEE826E2543B...

Commissioner for taking affidavits etc. *(or as may be)*
Melanie Anderson LS#79238J

Signed by:
20871254F3C9461...

Linda Crawley

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This is **Exhibit "A"** referred to in the Affidavit of Linda Crawley affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
E5AFEE826E2543B...

A Commissioner for taking affidavits etc., or as may be

Docusign Envelope ID: 1129154A-AA12-81D1-83B9-54AC06054382

CLASS ACTION CONTINGENCY FEE RETAINER AGREEMENT

BETWEEN:

LINDA CRAWLEY

-and-

JUDY BRADACS (Collectively "Clients")

- and -

GOLDBLATT PARTNERS LLP

ADDRESS: 20 Dundas Street West, Suite 1039
Toronto, Ontario
M5G 2C2
(416) 977-6070

THE PARTIES AGREE AS FOLLOWS:

Retainer

1. Linda Crawley and Judy Bradacs (collectively the "Clients") hereby jointly retain, authorize and instruct the firm of Goldblatt Partners LLP ("Class Counsel") as their counsel to commence and prosecute a class proceeding in Ontario (the "Class Proceeding") against Avon Canada Inc. ("the defendant") and other related entities as needed, concerning termination of post-retirement benefits. The Clients agree to be the representative plaintiffs in the class action.

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2. The Clients authorize Class Counsel to retain and instruct other counsel ("Other Counsel") to assist in preparing and prosecuting the Class Proceeding and otherwise representing the interests of class members, should Class Counsel determine that it is prudent to do so. Class Counsel agrees to consult the Clients in advance of taking such steps.

3. The Clients agrees that the costs of Class Counsel's representation will be pursued only on a contingency basis, such that all fees and disbursements and taxes of Class Counsel and other counsel whom Class Counsel may retain to assist with the prosecution of the class proceeding ("Other Counsel") (collectively, "Counsel Fees"), will be payable only in the event of success, as defined below. The Clients have discussed with Class Counsel retainer options other than by way of the contingency fee agreement set out below, including retainer by way of an hourly rate retainer. The Clients have chosen to retain Class Counsel by way of a contingency fee agreement.

Terms of Payment of Fees and Disbursements

4. The provisions of this agreement regarding fees and disbursements are subject to court approval as provided under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 ("*CPA*"), Class Counsel shall seek court approval of its fees at the appropriate time, in its sole and unfettered discretion. If a court does not approve the fee provisions set out under this agreement, Class Counsel shall be permitted to terminate this Agreement.

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5. The Clients agree that any motion for court approval of Counsel Fees and disbursements brought by Class Counsel shall constitute a motion for court approval of an "agreement respecting fees and disbursements between a solicitor and a representative party" within the meaning of s. 32(2) of the *CPA*. The Clients further agree that any court approval or any court determination or direction regarding fees and disbursements under the *CPA* is enforceable such that any fees and disbursements owing to Counsel, as determined by the court, shall constitute "a first charge on any settlement funds or monetary award" within the meaning of s. 32(3) of the *CPA*.

6. Class Counsel shall be entitled to payment of its fees and disbursement upon the successful resolution of the class proceeding consisting of (a) a final judgment on the common issues in favour of some or all class members, or (b) a court-approved settlement that benefits one or more class members. Class Counsel has explained to the Client that this claim involves uncertainty and risk, and that it is not possible at this time to accurately predict either the amount of time that will be necessary or the potential value of the recovery. Class Counsel has provided an estimate of its potential fee as follows:

    a. if this action is resolved after filing the Statement of Claim, but prior to any certification motion and prior to a defence being filed: at least $100,000;

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b. If this action is resolved after a defence is filed, but before a certification motion: at least $200,000;

c. If this action is resolved after a certification motion, but prior to a trial of common issues: at least $750,000;

d. If this action is resolved after a trial of common issues: at least $1,500,000.

7. Counsel Fees shall be calculated in one of two possible ways as set out in paragraphs 8-9 below. Class Counsel shall have the sole right to determine which of the methods will be advanced to the court for approval. In the event that the court rejects one method of calculating the Counsel Fee, Class Counsel shall have the right to advance the alternative method not initially proposed.

Method "A": Base Fee and Multiplier

8. If fees are sought as calculated by the "Multiplier" method, the fee arrangement shall be determined as follows:

a) the Base Fee shall be the hourly rate of the legal professionals (e.g. lawyers, law clerks or students) who perform work on the Class Proceeding multiplied by the number of hours worked by each such professional. The hourly rates of the legal professionals expected to perform the work on the class proceeding are set out in Schedule "A"

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attached hereto. The hourly rates may change from time to time and the Clients shall be provided with a list of current rates on request. Without limiting the generality of this retainer, the Base Fee shall include, but not limited to, time spent preparing pleadings, time spent advising the Clients regarding common issues, time spent with individual class members or their counsel, time spent in respect of the motion for certification as a class proceeding and any other motion or application in furtherance of the action and any appeals or motions for leave to appeal therefrom, time spent regarding notices to the class, time spent on the trial of the action, or on any appeal or motions for leave to appeal therefrom, time spent relating to the management of the class action, and time spent negotiating any settlement of the class action and on any motion to approve such settlement; and

b) the "Multiplier" shall be determined by the court pursuant to s. 33(4) of the *CPA*, and the Clients agree to support payment of fees on the basis of a multiplier as follows:

i. a multiplier of not less than 2 shall apply if success in the Class Proceeding is secured prior to the hearing of the certification motion;

ii. a multiplier of not less than 3 shall apply if success in the Class Proceeding is secured after certification of the Class Proceeding but prior to trial; and

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iii. a multiplier of not less than 4 shall apply if success in the Class Proceeding is secured after trial.

Method "B": Percentage Recovery

9. If fees are sought as calculated by the percentage method, the Clients and Class Counsel agree for such percentage fees to be calculated as follows:

a) In the event that an agreement to settle the action is reached prior to the commencement of the certification hearing, Class Counsel shall be entitled to 25% of the amount (including partial indemnity or substantial indemnity costs and disbursements), recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount;

b) In the event that an agreement to settle the action is reached after the commencement of the certification hearing, but prior to the commencement of a common issues trial of this action, Class Counsel shall be entitled to 30% of the amount (including partial indemnity or

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substantial indemnity costs and disbursements) recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount;

c) In the event that judgment is obtained at the common issues trial, or an agreement to settle the action is reached after the commencement of a trial of this action, but before any appeal, Class Counsel shall be entitled to 33% of the amount (including partial indemnity or substantial indemnity costs and disbursements) recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount; and,

d) In the event that final judgment is obtained, or an agreement to settle the action is reached, after the conclusion of any appeals from the common issues trial, Class Counsel shall be entitled to 35% of the amounts (including damages and interest but excluding partial indemnity or substantial indemnity costs and disbursements recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s) plus the fee portion of any costs obtained by Class Counsel.

For the purpose of calculating the fees, the amount to which the above-referenced percentages apply includes any amount awarded or agreed to that is separately specified as being in respect of costs and disbursements, expect in (d) above.

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10. Counsel Fee shall be calculated on any settlement or any judgment after all disbursements and case expenses incurred by Class Counsel have been deducted.

11. Disbursements are those costs incurred by Class Counsel to prosecute the class proceeding, such as filing fees, court fees, process server charges, etc. Case expenses include reasonable photocopy charges, couriers, travel expenses, fees paid to agents, experts and other lawyers.

12. The Client authorizes Class Counsel to pay disbursements and case expenses to prosecute the claim as Class Counsel deems necessary and as the Clients so instruct. The Clients agree that Class Counsel shall be entitled to 100% recovery of disbursements and case expenses from moneys payable to the class or the Clients from any award of costs or any monetary award or relief available pursuant to the terms of any order, judgment or court approved settlement.

13. The Clients shall not be obliged to fund any disbursements or taxes, including the any applicable taxes on counsel's fees. Ultimately, if the class proceeding is successful, the disbursements and taxes, including the tax payable on counsel's fees, will be paid out of any court award of costs or any monetary award or relief available pursuant to the terms of any order, judgment or settlement.

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14. The Clients agree and directs that all funds claimed by Counsel for legal fees, costs, taxes and disbursements shall be paid to Class Counsel in trust from any monies owing under any judgment or settlement.

15. Counsel shall not recover more in fees than the total aggregate amount the Class recovers as monetary relief or damages by way of judgment or settlement.

Example of Fee Calculation in the Event Class Counsel Seeks Fee Approval on the Basis of a Contingency Percentage.

16. If the class proceeding results in a settlement or judgment equal to $2,000,000.00 inclusive of costs and disbursements after certification (but before the commencement of trial), and if Class Counsel and Other Counsel have incurred disbursements, and taxes on these disbursements, totalling $100,000.00, then the sum of $100,000.00 will be paid first to Class Counsel as reimbursement for those disbursements and taxes incurred by them. The contingency fee will then be $570,000.00 (30% of $1,900,000.00) plus 13% H.S.T., for a total of $644,100.00 leaving a maximum of $1,355,900.00 for distribution to class members. (i.e. $2,000,000.00, less $100,000.00 disbursements, less $570,000.00 contingency percentage, less HST on fees).

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Example of Fee Calculation Under Contingency Multiplier

17. If the class proceeding results in a settlement or judgment equal to $2,000,000.00 inclusive of costs and disbursements after certification (but before the commencement of trial), a multiplier of not less than 3 shall apply. If Class Counsel and Other Counsel have incurred disbursements, and taxes on these disbursements, of $100,000.00, and docketed time at their ordinary hourly rates (set out in Schedule "A") totalling $150,000.00, then the sum of $100,000.00 will be paid first to Class Counsel and Other Counsel as reimbursement for those expenses incurred by them. The contingency fee will then be not less than $450,000.00 (3x docketed time of $150,000) plus H.S.T., leaving a maximum of $1,391,500.00 for distribution to class members (i.e, $2,000,000.00, less $100,000.00 disbursements, less contingency multiplier, less $HST on fees).

Payment of Fee

18. Class Counsel shall only seek its fees upon achieving success in the class proceeding, whether by obtaining judgment on the common issues in favour of some or all class members or by obtaining a settlement that benefits one or more class members. In the event success is a monetary award in favour of the class, the fees shall be paid by a lump sum payment to the extent possible, or by periodic payments, if a lump sum payment is not possible, out of the proceeds of any judgment, order or

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settlement awarding or providing monetary relief, damages, interest or costs to the class or any class member.

19. If success is achieved by way of a judgment or settlement which results in the partial or complete resumption of post-retirement benefits and the fee is calculated as a percentage of recovery, the value of the recovery shall be calculated based on an actuarial valuation of the present value of the resumed benefits or a mutually agreed estimate as to the future value of the benefit stream.

20. If success in the proceeding is a resumption of post-retirement benefits, Class Counsel shall first seek their entire fee, however calculated, as a cost contribution paid directly from the defendant. In the event a cost contribution does not cover the fee of Class Counsel, Class Counsel shall be at liberty to seek all or part of their fee as a levy or one time reduction on the post-retirement benefits otherwise payable to the class, subject to approval of the court.

Costs

21. The Clients have been advised by Class Counsel that a Court may order one party to make a payment to the other party as a contribution towards the other party's reasonable legal fees and disbursements if the other party is successful in the overall litigation or successful in the context of any discrete step in the litigation, such as a motion. If the

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court does make such an order for costs in favour of the Clients, such costs will be applied to counsel fees and disbursements, regardless of the outcome of the action.

22. The Clients agree to assign to Class Counsel any court award of costs made in favour of the Clients. The Clients and Class Counsel agree that Class Counsel may apply such assigned costs towards the current fees and disbursements of Class Counsel and Other Counsel and may also hold and apply any remainder or balance of such assigned costs towards future fees and disbursements.

23. The Clients have been advised by Class Counsel that an application or applications shall be made to the Class Proceedings Fund (the "Fund") or a third-party funder for payment of disbursements and for indemnification against an adverse costs order at various stages of the litigation. If an application is made to the Fund for payment of disbursements and indemnification against costs and such application is accepted, the Fund will be entitled to 10% of any judgment or settlement monies payable to the class. Presently the practice is that the Fund is entitled to receive 10% of any settlement or judgement, plus repayment of any disbursements advanced by the Fund. As negotiated by Class Counsel and approved by the Clients, if an application is made to a third-party funder other than the Fund for indemnification against costs and

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such application is accepted, the third-party funder will be entitled to a portion of any judgment or settlement monies payable to the class.

24. The Clients and Class Counsel hereby agree that Class Counsel has the authority to make an application to the Fund or a third-party funder on behalf of the Clients for indemnification to the Clients in respect of any adverse costs order that may be made against the Clients in the class action, and the Clients shall co-operate with Class Counsel in this regard.

25. In the event that indemnification from the Fund or a third-party funder cannot be obtained, the Clients agree that the Class Proceeding will not be pursued.

Assessment of Account

26. The Clients have the right to ask the Superior Court of Justice to review and approve Class Counsel's Account. For purposes of assessment, if a contingency fee agreement is one to which subsection 28.1(6) or 28.1(8) of the *Solicitors Act* applies (insofar as the fee sought is in excess of the maximum percentage proscribed by regulation), the Clients or Class Counsel may apply to the Superior Court of Justice for an assessment within six months after its delivery. If a contingency fee agreement is not one to which subsection 28.1(6) or 28.1(8) of the *Solicitors Act* applies, the Clients may apply to the Superior Court of

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Justice for an assessment of Class Counsel's bill within 30 days after its delivery or within one year after its payment.

Submissions to Court: Costs Payable to Class Counsel

27. The Clients hereby authorizes Class Counsel to make submissions regarding remedy and costs payable to Class Counsel that will enable the Court to fashion a judgment to ensure that the fees and disbursements owing to Class Counsel, calculated pursuant to this Agreement, can be paid out of the monies awarded to the Class or can be paid prior to or as a condition of the Class Member realizing any benefit pursuant to the judgment.

Client and Class Counsel to Act in the Best Interests of the Class

28. The Clients acknowledge their obligation and the obligation of Class Counsel to act in the best interests of the Class.

29. The Clients retain the right to make all critical decisions regarding the conduct of the class action, provided that any such decisions are made in the best interests of the class.

30. Notwithstanding the foregoing, Class Counsel retains the right to add one or more additional class representatives at any time, in the event Class Counsel determines that doing so is in the best interest of the class. In such circumstances, the Parties shall terminate this retainer agreement

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and enter into a new joint retainer agreement with the additional class representative(s). Similarly, Class Counsel retains the right to substitute the Clients for another class representative prior to certification and terminate this retainer agreement, in the event Class Counsel determines that doing so is in the best interest of the class. In either of the above circumstances, privileged communications between Class Counsel and/or Other Counsel, and the Clients made for the purpose of advancing the claims of the class in the class proceeding and the work product created by Class Counsel and/ or Other Counsel for the purpose of advancing the claims of the class shall be disclosed to the new class representative. The Clients agree to maintain the confidentiality and privilege of such communications and work product, and agrees not to discuss or otherwise divulge such communications and work product, or their contents, to any other person at any time.

Settlement Negotiations

31. The Clients hereby authorize Class Counsel, in its discretion, to enter into negotiations with the defendant for the purpose of reaching a settlement of the class proceeding. The Clients understand that any settlement affecting the class is subject to approval by the court. The Clients agree and acknowledges that any negotiations are for the purpose of reaching a settlement of the class proceeding, not simply the individual claim of the Clients.

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32. In the event the Clients desire to withdraw as representative plaintiff or desires to settle her individual claim without settling the claims of the class, the Clients agree to first notify Class Counsel of that desire in advance. The Clients agree only to seek such withdrawal or individual settlement in a manner and on a schedule that reasonably protects the best interests of the Class as a whole. If the Clients do settle their individual claim or withdraw as representative plaintiff, the Clients expressly agree and acknowledges that Class Counsel is permitted to be retained by another representative of the class and to continue to assert the claims on behalf of the class pursuant to the class proceeding. In such event, privileged communications between Class Counsel and/or Other Counsel, and the Clients made for the purpose of advancing the claims of the class in the class proceeding and the work product created by Class Counsel and/ or Other Counsel for the purpose of advancing the claims of the class shall be disclosed to the new class representative. The Clients agree to maintain the confidentiality and privilege of such communications and work product, and agrees not to discuss or otherwise divulge such communications and work product, or their contents, to any other person at any time.

33. In the event that the Clients wish to withdraw from participation as a class representative, Class Counsel shall make its best efforts to find a replacement for the Clients. However, the Clients acknowledge that any withdrawal by the Clients is subject to the approval of the court.

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Resolution of Disagreements between the Clients and Class Counsel

34. The Clients and Class Counsel agree to make their best efforts to resolve any disagreements or conflicts that may arise between them relating to, or affecting, the conduct of this action.

35. The Clients hereby agree that in the event that the Clients give instructions that Class Counsel believes are not in the best interests of the Class, Class Counsel may, and is entitled to, schedule and bring an application, motion or case conference with the court (*ex parte* or otherwise as may be appropriate or as may be directed by the court) for directions under s. 12 of the *CPA* or otherwise as may be appropriate. The Clients and Class Counsel acknowledge that the outcome of such an application, motion or conference, and subject to any motions for leave to appeal or appeals therefrom, may result in the removal of the Clients as representative plaintiff or the removal of Class Counsel (or either of them) as counsel or solicitor of record in the Action.

36. Without limiting the general application of the preceding paragraph, the Clients agree that in the event that the Clients do not agree to accept a proposed settlement that is in the opinion of Class Counsel in the best interests of the class, Class Counsel is hereby authorized to conditionally accept the offer. The condition shall be a ruling by the court that the proposed settlement is in the best interests of the class. On the motion for such court approval, an affidavit fully disclosing the Clients'

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stated concerns with the proposed settlement shall be filed with the court.

37. While any application, motion or case conference referred to in the two preceding paragraphs, or any decision or motion for leave to appeal or appeal therefrom, is outstanding, neither the Clients nor the Class Counsel may terminate this Agreement.

Termination

38. The Clients acknowledge and agree that, notwithstanding any other provision of this agreement, but subject to orders or directions of the court, Class Counsel shall have the right to terminate this retainer agreement in any of the following circumstances:

a. at any time prior to the certification at the sole discretion of Class Counsel;

b. upon the denial of class certification at first instance or on appeal, including by way of a subsequent decertification order;

c. loss at trial of the common issues at first instance or on appeal;

d. after certification, if in the reasonable opinion of Class Counsel new evidence arises or changes in the law occur which would make it

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materially less likely that the class proceeding would succeed at trial;

e. after certification, in the event that Class Counsel has reasonable grounds to believe that any costs, monetary relief, damages, interest or settlement monies that could be recovered in the action will not be sufficient to cover: (i) the total fees and disbursements actually approved by the Court to that date or the total fees that Class Counsel reasonably estimates may be approved by the court in the future; or, (ii) the actual Counsel Fees incurred to that date or a reasonable estimate by Class Counsel of the total Counsel Fees that would reasonably be incurred in prosecuting the action through to its conclusion; and;

f. any refusal of the court to award Class Counsel its fees.

39. Subject to the other terms of this Agreement, the Clients may withdraw as representative plaintiffs and Class Counsel may attempt to locate an appropriate replacement representative plaintiff and continue to prosecute this Class Action as set out herein.

40. In the event this agreement is terminated and the Class Action is subsequently successful (as defined in paragraph 7 above), the hours expended by Class Counsel to the date of termination will be added to the hours of any lawyer or lawyers subsequently retained to prosecute the

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Class Action for the purpose of the Court settling or approving the legal fees for all counsel in this action. Class Counsel shall be entitled to, and will be paid, a percentage of the amount awarded by the Court as fees in the action. The percentage shall be calculated by taking the number of hours expended by Class Counsel's legal professionals (including clerks and students) multiplied by their respective hourly rates, divided by the total number of hours expended by professionals (including clerks and students) of Class Counsel and any lawyers or law firm(s) subsequently retained to prosecute the Class Action multiplied by their respective hourly rates. In no circumstance, however, will Counsel be entitled to or be paid less than its straight time, that is, the total number of hours expended by Class Counsel's professionals (including clerks and students) multiplied by their respective hourly rates. Class Counsel will also be entitled to, and be paid, its disbursements or case expenses.

41. The Clients agree that any lawyer retained to prosecute the Class Action after the termination of this Agreement will be:

a) competent and experienced in the prosecution of class actions;

b) provided with a copy of this Agreement;

c) required to acknowledge and agree to the provisions of this Agreement; and,

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c) required to protect the fees and disbursements of Class Counsel and Other Counsel as set out herein.

Prohibition on Commencing a Parallel or Overlapping Class Action

42. The Clients hereby agree not to commence a rival, parallel or overlapping class action, including any class proceeding raising the same or similar claims against the defendant, in the event that the Clients' participation in this Class Action is terminated, whether by withdrawal, termination or otherwise.

Laws of Ontario Apply

43. This Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the Province of Ontario. It is the parties' intention that all requirements of contingency fee retainer agreements and class action retainer agreements be included herein and, for such purpose, the parties agree that this agreement shall be deemed to include any such further requirements arising from amendments to the *Solicitors Act*, R.S.O. 1990, c. S.15, the regulations under that act, and the *Rules of Professional Conduct* of Ontario and of other applicable jurisdictions. Alternatively, the parties to this agreement agree to execute, from time to time, any amendment to this agreement for the purpose of incorporating any such further requirements into this agreement.

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Division of Fees

44. The Client consents to the reasonable splitting of fees between lawyers who are assisting in this action but are not part of Class Counsel (if applicable).

Carriage of Lawsuit

45. The Client acknowledges that Class Counsel are incurring a significant financial risk in agreeing to pursue this action on a contingency fee basis and that Class Counsel are doing so on the basis that it will have carriage of the lawsuit.

Successor of Lawsuit

46. In the event that Goldblatt Partners LLP dissolves or is terminated, this agreement shall apply to successor law firms, as designated and confirmed by the Client in accordance with the terms hereof.

Confidentiality

47. The Clients acknowledge being advised that the communications between Class Counsel and the Client relating to the claims of the class are legally privileged but that such privilege may be lost if the Clients were to disclose such information to third persons and that the interests

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of the class could thereby be adversely affected. The Clients agree to protect the confidentiality and privilege of such information indefinitely.

48. The Clients acknowledge and agree that, in retaining Class Counsel to provide the legal services described in this retainer, the collection, use, retention and disclosure of personal and other sensitive information may be required in order to fulfill those services and related obligations.

49. The Clients have been advised by Class Counsel and agree that since Class Counsel is acting for all of the Clients in the retainer matter jointly, no information which Class Counsel receives in connection with the retainer matter from one party can be treated as confidential so far as any of the other party is concerned.

Joint Retainer

50. The Clients are of the view that there is no conflict between them that would prevent Class Counsel from jointly representing both of them.

51. The Clients understand that this is a joint retainer. If a conflict among the Clients develops that cannot be resolved and Class Counsel cannot continue to act for both of the Clients, the Clients agree that Class Counsel can continue to act for one of the Clients. In certain circumstances Class Counsel might have to withdraw completely.

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Severability

52. In the event that any particular provision or provisions or a part of one in this agreement is found to be void, voidable, or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in force.

Entire Agreement

53. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this agreement except as expressed in it.

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53. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this agreement except as expressed in it.

Execution in Counterpart

54. This agreement may be executed in counterpart.

Signed this 28th day of November, 2019.

Karen Hussey Witness

Linda Crawley
Linda Crawley

Signed this ____ day of _____, 2019.

_____ Witness

_____
Judy Bradacs

Signed this ____ day of _____, 2019. **GOLDBLATT PARTNERS LLP**

_____ Per:
_____ Witness

Schedule "A" – Current Hourly Rates of Class Counsel

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Execution in Counterpart

54. This agreement may be executed in counterpart.

Signed this ____ day of _____, 2019.

_____ Witness

Linda Crawley

Signed this 27 day of November, 2019.

_____ Witness
PETER BRADACS

Judy Bradacs

Signed this 28 day of November, 2019. **GOLDBLATT PARTNERS LLP**

(Jody Brown)

Per: _____ Witness JOANNE SCHEER

Jody Brown

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Schedule "A" – Current Hourly Rates of Class Counsel

Steven Barrett $800.00

James McDonald $800.00

Charles Sinclair $600.00

Nadine Blum $525.00

Jody Brown $525.00

Joshua Mandryk $450.00

Tanya Atherfold-DeSilva $200.00

Students $250.00

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CRAWLEY, et al. - and - **AVON CANADA INC., et al.**

Plaintiffs Defendants

Court File No.: CV-19-00632937-00CP

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

AFFIDAVIT OF LINDA CRAWLEY
(Affirmed October 20, 2026)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
Tel: 416-977-6070 / Fax: 416-591-7333

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Lawyers for the Plaintiffs

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Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

AFFIDAVIT OF JUDY BRADACS
(Affirmed October 20, 2026)

I, Judy Bradacs, of the Province of Ontario, **DO SOLEMNLY AFFIRM:**

1. I am one of the representative plaintiffs in this matter, and as such, I have knowledge of the matters to which I hereinafter depose. Where I have relied on information that I have obtained from others, I have stated the source of that information and I believe it to be true.

2. This affidavit is in support of the approval of three proposed Orders: (i) the settlement of this action, (ii) the distribution protocol, and (iii) class counsel fees and disbursements.

BACKGROUND

3. This class action against Avon Canada Inc. (“Avon Canada”) and New Avon LLC (“Avon US” and, collectively with Avon Canada, “Avon”) relates to Avon Canada’s termination of post-retirement benefits for all its retirees as of January 1, 2020.

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4. The Class is comprised of the following individuals:

(a) All retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to January 20, 2022, and who were alive as of December 16, 2017; and

(b) All surviving spouses and dependent children of the persons described in (a).

5. I am a member of the Class. I retired from Avon Canada in 1999 after approximately 24 years of employment with Avon Canada – 5 years working for a division known as Geni and 19 years working directly for Avon Canada.

6. I am advised by Jody Brown, counsel to the Class in this proceeding, that according to records received from Avon in the course of litigation, there are approximately 492 Class members, inclusive of estates. It is estimated that approximately 70 retirees or surviving spouses have passed away since the commencement of the class action. I also understand from a review of the membership data provided by Eckler that approximately 254 Class members are between the ages of 65-79 and 211 Class members are between the ages of 80-100. The vast majority of the Class are elderly, some having retired from Avon Canada decades ago.

7. The procedural history of the action, the settlement negotiations, the nature of the settlement and the reasons for counsel's recommendation of the settlement are all set out in the affidavit of Charles Sinclair ("Sinclair Affidavit"), a lawyer with Goldblatt Partners LLP ("class counsel"), filed on these motions. In addition, the Sinclair Affidavit sets out the efforts to bring the Notice of Settlement Approval Hearing to the attention of Class members.

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8. I have previously sworn an affidavit on December 11, 2020 in support of certification and an Affidavit of Documents on February 26, 2024, which included various prior benefit documents I had in my possession.

9. I was involved throughout this action in reviewing/approving documents and in discussing the progress of the action and the strategy with class counsel.

INVOLVEMENT IN THE MEDIATION

10. A mediation was held with Joel Wiesenfeld on December 5, 2025. For personal reasons, I was unable to attend the mediation in person, but I was able to participate fully by phone. I was in the room virtually with class counsel throughout the whole day, and I was able to participate in private discussions with class counsel as well as discussions with class counsel and the mediator. Class counsel explained to me what was happening and confirmed my instructions concerning the progress of the negotiations. My co-representative plaintiff, Linda Crawley, was also on the phone and in the room throughout the entire day. The positions we took in the mediation were based on the expert reports and class counsel's advice to me concerning the relative strengths and risks of the claims advanced in the action. I was actively involved in the discussions and gave instructions to class counsel throughout the mediation.

11. At the end of the day, we were able to reach a settlement which was documented in a term sheet that counsel signed on December 5, 2025.

SETTLEMENT APPROVAL AND DISTRIBUTION PROTOCOL

12. The settlement provides that Avon will pay $3,250,000 ("Settlement Amount") in full and final settlement of the class action. The Settlement Amount is inclusive of all costs,

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including class counsel fees, disbursements, and the Class Proceedings Fund levy. The Settlement Amount has been invested in an interest bearing trust account and the total as of September 17, 2026 is $3,266,100.69. The Settlement Amount together with interest earned on it is defined as the "Settlement Fund".

13. I instructed class counsel with respect to the proposed settlement. I believe that the settlement is in the best interests of the Class and that Class members should be compensated now as the Class is getting older. I worked for Avon Canada for many years. I was proud to have worked for Avon Canada and was loyal to the company, believing it to be a valuable Canadian company and employer. I know many other retirees who were equally loyal to Avon Canada. While I am disappointed that Avon cancelled the benefits for retirees, I hope the settlement provides compensation and some recognition of the retirees' loyalty and years of service to Avon Canada.

14. The settlement will provide all Class members with compensation for the loss of their post-retirement benefits, and the proposed distribution arrangement allows for a simple process for Class members to receive a payment. Class members will only be required to complete a simple form that confirms their identity, address and form of payment. Retirees will receive a streamlined and easy to use claims process that can be online or in paper. Estates will be entitled to make a claim, so long as there is no surviving spouse of the Class member and the Class member deceased after January 1, 2020. This system also ensures a simple administrative process, which will keep the administrative costs low and ensure that the maximum amount can be provided to Class members.

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15. The total Settlement Fund, minus legal fees and disbursements, taxes, CPC levy and estimated administration expenses (the "Net Settlement Fund"), will be divided equally among retirees, surviving spouses and any dependent children who were in receipt of both the health and death benefit. For retirees, surviving spouses and any dependent children who were only in receipt of the death benefit, their compensation will be calculated at 40% of the compensation for a Class member who was in receipt of both the health and death benefit. An equal distribution is administratively efficient and easy to understand without any individual proof necessary from Class members. As a retiree of Avon Canada with a spouse who also had access to benefits, I support this distribution as I believe it is a fair, equitable, and efficient way to distribute the settlement funds.

16. While I was prepared to continue to litigate this matter, I see the value of a settlement which provides certainty as well as meaningful and timely payment for this group of aging Class members. I am advised by class counsel that the resolution of the common issues trial would likely take several years, and that even following a common issues trial there could be further proceedings with respect to any individual issues of damages. Moreover, appeals may take place at different stages of the litigation, further prolonging the litigation. Thus, even if we were successful, it would be several years before Class members would receive compensation. In addition, I understand that it is not certain that we would be successful at trial.

17. Rather than proceed with further litigation, I believe that it is in the best interests of the Class to settle this action on the terms in the proposed settlement and to provide compensation to Class members in relatively short order. I believe that the proposed settlement provides an efficient and workable methodology to get compensation to Class members.

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18. I have devoted significant personal effort to moving this case forward. I have been involved in all steps taken and correspondence exchanged in this proceeding. I have responded to class counsel's requests for instructions and reviewed documents as requested.

APPROVAL OF CLASS COUNSEL FEES

19. Class counsel have devoted significant resources to this case to date. I have regularly communicated with the counsel who have primarily worked on this file (namely, Jody Brown and Melanie Anderson).

20. I clearly understood from my discussions with class counsel that this litigation was undertaken on a contingency fee basis and that class counsel would not be paid unless the case was successful (either through a settlement or a trial). This is also set out in the retainer agreement pursuant to which Linda Crawley and I retained class counsel, a copy of which is attached and marked as **Exhibit "A"** to this affidavit.

21. Pursuant to the retainer, class counsel fees where a settlement is reached at this stage of the litigation (being after certification but before a common issues trial) will be either: (1) 30% of the settlement amount, plus HST ("percentage rate"); or (2) the hourly rate of counsel multiplied by the number of hours docketed to the file, further multiplied by no less than 3 ("multiplier rate"). Under the percentage rate, class counsel fees would have been $975,000 plus HST. I am advised by Mr. Brown that class counsel's fees under the multiplier rate would have been approximately $1,372,113 plus HST.

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22. I understand that, if the fees are approved, class counsel will receive fees in the amount of $650,000, plus HST. This would be less than class counsel's fees under both the percentage rate and the multiplier rate.

23. Nevertheless, I am aware that, if the fees are approved, class counsel will receive a premium over and above their hourly fees and I support this payment to recognize the work completed and to be completed in securing compensation for the entire Class.

24. I also understand that amounts will be deducted from the Settlement Fund for the disbursements incurred by class counsel and the Law Foundation of Ontario Class Proceedings Fund levy, as set out in the Sinclair Affidavit.

25. I swear this affidavit in support of the settlement approval motion and for no other improper purpose.

AFFIRMED BEFORE ME by video conference by Judy Bradacs, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on October 20, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
E5AFEE826E2543B...

Commissioner for taking affidavits etc. *(or as may be)*

Melanie Anderson LS#79238J

DocuSigned by:
F98C894F592548C...

Judy Bradacs

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This is **Exhibit "A"** referred to in the Affidavit of Judy Bradacs affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:
E5AFEE826E2543B...

A Commissioner for taking affidavits etc., or as may be

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CLASS ACTION CONTINGENCY FEE RETAINER AGREEMENT

BETWEEN:

LINDA CRAWLEY

-and-

JUDY BRADACS (Collectively "Clients")

- and -

GOLDBLATT PARTNERS LLP

ADDRESS: 20 Dundas Street West, Suite 1039
Toronto, Ontario
M5G 2C2
(416) 977-6070

THE PARTIES AGREE AS FOLLOWS:

Retainer

1. Linda Crawley and Judy Bradacs (collectively the "Clients") hereby jointly retain, authorize and instruct the firm of Goldblatt Partners LLP ("Class Counsel") as their counsel to commence and prosecute a class proceeding in Ontario (the "Class Proceeding") against Avon Canada Inc. ("the defendant") and other related entities as needed, concerning termination of post-retirement benefits. The Clients agree to be the representative plaintiffs in the class action.

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2. The Clients authorize Class Counsel to retain and instruct other counsel ("Other Counsel") to assist in preparing and prosecuting the Class Proceeding and otherwise representing the interests of class members, should Class Counsel determine that it is prudent to do so. Class Counsel agrees to consult the Clients in advance of taking such steps.

3. The Clients agrees that the costs of Class Counsel's representation will be pursued only on a contingency basis, such that all fees and disbursements and taxes of Class Counsel and other counsel whom Class Counsel may retain to assist with the prosecution of the class proceeding ("Other Counsel") (collectively, "Counsel Fees"), will be payable only in the event of success, as defined below. The Clients have discussed with Class Counsel retainer options other than by way of the contingency fee agreement set out below, including retainer by way of an hourly rate retainer. The Clients have chosen to retain Class Counsel by way of a contingency fee agreement.

Terms of Payment of Fees and Disbursements

4. The provisions of this agreement regarding fees and disbursements are subject to court approval as provided under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 ("*CPA*"), Class Counsel shall seek court approval of its fees at the appropriate time, in its sole and unfettered discretion. If a court does not approve the fee provisions set out under this agreement, Class Counsel shall be permitted to terminate this Agreement.

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5. The Clients agree that any motion for court approval of Counsel Fees and disbursements brought by Class Counsel shall constitute a motion for court approval of an "agreement respecting fees and disbursements between a solicitor and a representative party" within the meaning of s. 32(2) of the *CPA*. The Clients further agree that any court approval or any court determination or direction regarding fees and disbursements under the *CPA* is enforceable such that any fees and disbursements owing to Counsel, as determined by the court, shall constitute "a first charge on any settlement funds or monetary award" within the meaning of s. 32(3) of the *CPA*.

6. Class Counsel shall be entitled to payment of its fees and disbursement upon the successful resolution of the class proceeding consisting of (a) a final judgment on the common issues in favour of some or all class members, or (b) a court-approved settlement that benefits one or more class members. Class Counsel has explained to the Client that this claim involves uncertainty and risk, and that it is not possible at this time to accurately predict either the amount of time that will be necessary or the potential value of the recovery. Class Counsel has provided an estimate of its potential fee as follows:

    a. if this action is resolved after filing the Statement of Claim, but prior to any certification motion and prior to a defence being filed: at least $100,000;

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b. If this action is resolved after a defence is filed, but before a certification motion: at least $200,000;

c. If this action is resolved after a certification motion, but prior to a trial of common issues: at least $750,000;

d. If this action is resolved after a trial of common issues: at least $1,500,000.

7. Counsel Fees shall be calculated in one of two possible ways as set out in paragraphs 8-9 below. Class Counsel shall have the sole right to determine which of the methods will be advanced to the court for approval. In the event that the court rejects one method of calculating the Counsel Fee, Class Counsel shall have the right to advance the alternative method not initially proposed.

Method "A": Base Fee and Multiplier

8. If fees are sought as calculated by the "Multiplier" method, the fee arrangement shall be determined as follows:

a) the Base Fee shall be the hourly rate of the legal professionals (e.g. lawyers, law clerks or students) who perform work on the Class Proceeding multiplied by the number of hours worked by each such professional. The hourly rates of the legal professionals expected to perform the work on the class proceeding are set out in Schedule "A"

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attached hereto. The hourly rates may change from time to time and the Clients shall be provided with a list of current rates on request. Without limiting the generality of this retainer, the Base Fee shall include, but not limited to, time spent preparing pleadings, time spent advising the Clients regarding common issues, time spent with individual class members or their counsel, time spent in respect of the motion for certification as a class proceeding and any other motion or application in furtherance of the action and any appeals or motions for leave to appeal therefrom, time spent regarding notices to the class, time spent on the trial of the action, or on any appeal or motions for leave to appeal therefrom, time spent relating to the management of the class action, and time spent negotiating any settlement of the class action and on any motion to approve such settlement; and

b) the "Multiplier" shall be determined by the court pursuant to s. 33(4) of the *CPA*, and the Clients agree to support payment of fees on the basis of a multiplier as follows:

i. a multiplier of not less than 2 shall apply if success in the Class Proceeding is secured prior to the hearing of the certification motion;

ii. a multiplier of not less than 3 shall apply if success in the Class Proceeding is secured after certification of the Class Proceeding but prior to trial; and

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iii. a multiplier of not less than 4 shall apply if success in the Class Proceeding is secured after trial.

Method "B": Percentage Recovery

9. If fees are sought as calculated by the percentage method, the Clients and Class Counsel agree for such percentage fees to be calculated as follows:

a) In the event that an agreement to settle the action is reached prior to the commencement of the certification hearing, Class Counsel shall be entitled to 25% of the amount (including partial indemnity or substantial indemnity costs and disbursements), recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount;

b) In the event that an agreement to settle the action is reached after the commencement of the certification hearing, but prior to the commencement of a common issues trial of this action, Class Counsel shall be entitled to 30% of the amount (including partial indemnity or

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substantial indemnity costs and disbursements) recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount;

c) In the event that judgment is obtained at the common issues trial, or an agreement to settle the action is reached after the commencement of a trial of this action, but before any appeal, Class Counsel shall be entitled to 33% of the amount (including partial indemnity or substantial indemnity costs and disbursements) recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s), plus HST on that amount; and,

d) In the event that final judgment is obtained, or an agreement to settle the action is reached, after the conclusion of any appeals from the common issues trial, Class Counsel shall be entitled to 35% of the amounts (including damages and interest but excluding partial indemnity or substantial indemnity costs and disbursements recovered by the class or class members under any judgment(s), order(s), report(s) on a reference, or settlement(s) plus the fee portion of any costs obtained by Class Counsel.

For the purpose of calculating the fees, the amount to which the above-referenced percentages apply includes any amount awarded or agreed to that is separately specified as being in respect of costs and disbursements, expect in (d) above.

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10. Counsel Fee shall be calculated on any settlement or any judgment after all disbursements and case expenses incurred by Class Counsel have been deducted.

11. Disbursements are those costs incurred by Class Counsel to prosecute the class proceeding, such as filing fees, court fees, process server charges, etc. Case expenses include reasonable photocopy charges, couriers, travel expenses, fees paid to agents, experts and other lawyers.

12. The Client authorizes Class Counsel to pay disbursements and case expenses to prosecute the claim as Class Counsel deems necessary and as the Clients so instruct. The Clients agree that Class Counsel shall be entitled to 100% recovery of disbursements and case expenses from moneys payable to the class or the Clients from any award of costs or any monetary award or relief available pursuant to the terms of any order, judgment or court approved settlement.

13. The Clients shall not be obliged to fund any disbursements or taxes, including the any applicable taxes on counsel's fees. Ultimately, if the class proceeding is successful, the disbursements and taxes, including the tax payable on counsel's fees, will be paid out of any court award of costs or any monetary award or relief available pursuant to the terms of any order, judgment or settlement.

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14. The Clients agree and directs that all funds claimed by Counsel for legal fees, costs, taxes and disbursements shall be paid to Class Counsel in trust from any monies owing under any judgment or settlement.

15. Counsel shall not recover more in fees than the total aggregate amount the Class recovers as monetary relief or damages by way of judgment or settlement.

Example of Fee Calculation in the Event Class Counsel Seeks Fee Approval on the Basis of a Contingency Percentage.

16. If the class proceeding results in a settlement or judgment equal to $2,000,000.00 inclusive of costs and disbursements after certification (but before the commencement of trial), and if Class Counsel and Other Counsel have incurred disbursements, and taxes on these disbursements, totalling $100,000.00, then the sum of $100,000.00 will be paid first to Class Counsel as reimbursement for those disbursements and taxes incurred by them. The contingency fee will then be $570,000.00 (30% of $1,900,000.00) plus 13% H.S.T., for a total of $644,100.00 leaving a maximum of $1,355,900.00 for distribution to class members. (i.e. $2,000,000.00, less $100,000.00 disbursements, less $570,000.00 contingency percentage, less HST on fees).

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Example of Fee Calculation Under Contingency Multiplier

17. If the class proceeding results in a settlement or judgment equal to $2,000,000.00 inclusive of costs and disbursements after certification (but before the commencement of trial), a multiplier of not less than 3 shall apply. If Class Counsel and Other Counsel have incurred disbursements, and taxes on these disbursements, of $100,000.00, and docketed time at their ordinary hourly rates (set out in Schedule "A") totalling $150,000.00, then the sum of $100,000.00 will be paid first to Class Counsel and Other Counsel as reimbursement for those expenses incurred by them. The contingency fee will then be not less than $450,000.00 (3x docketed time of $150,000) plus H.S.T., leaving a maximum of $1,391,500.00 for distribution to class members (i.e, $2,000,000.00, less $100,000.00 disbursements, less contingency multiplier, less $HST on fees).

Payment of Fee

18. Class Counsel shall only seek its fees upon achieving success in the class proceeding, whether by obtaining judgment on the common issues in favour of some or all class members or by obtaining a settlement that benefits one or more class members. In the event success is a monetary award in favour of the class, the fees shall be paid by a lump sum payment to the extent possible, or by periodic payments, if a lump sum payment is not possible, out of the proceeds of any judgment, order or

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settlement awarding or providing monetary relief, damages, interest or costs to the class or any class member.

19. If success is achieved by way of a judgment or settlement which results in the partial or complete resumption of post-retirement benefits and the fee is calculated as a percentage of recovery, the value of the recovery shall be calculated based on an actuarial valuation of the present value of the resumed benefits or a mutually agreed estimate as to the future value of the benefit stream.

20. If success in the proceeding is a resumption of post-retirement benefits, Class Counsel shall first seek their entire fee, however calculated, as a cost contribution paid directly from the defendant. In the event a cost contribution does not cover the fee of Class Counsel, Class Counsel shall be at liberty to seek all or part of their fee as a levy or one time reduction on the post-retirement benefits otherwise payable to the class, subject to approval of the court.

Costs

21. The Clients have been advised by Class Counsel that a Court may order one party to make a payment to the other party as a contribution towards the other party's reasonable legal fees and disbursements if the other party is successful in the overall litigation or successful in the context of any discrete step in the litigation, such as a motion. If the

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court does make such an order for costs in favour of the Clients, such costs will be applied to counsel fees and disbursements, regardless of the outcome of the action.

22. The Clients agree to assign to Class Counsel any court award of costs made in favour of the Clients. The Clients and Class Counsel agree that Class Counsel may apply such assigned costs towards the current fees and disbursements of Class Counsel and Other Counsel and may also hold and apply any remainder or balance of such assigned costs towards future fees and disbursements.

23. The Clients have been advised by Class Counsel that an application or applications shall be made to the Class Proceedings Fund (the "Fund") or a third-party funder for payment of disbursements and for indemnification against an adverse costs order at various stages of the litigation. If an application is made to the Fund for payment of disbursements and indemnification against costs and such application is accepted, the Fund will be entitled to 10% of any judgment or settlement monies payable to the class. Presently the practice is that the Fund is entitled to receive 10% of any settlement or judgement, plus repayment of any disbursements advanced by the Fund. As negotiated by Class Counsel and approved by the Clients, if an application is made to a third-party funder other than the Fund for indemnification against costs and

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such application is accepted, the third-party funder will be entitled to a portion of any judgment or settlement monies payable to the class.

24. The Clients and Class Counsel hereby agree that Class Counsel has the authority to make an application to the Fund or a third-party funder on behalf of the Clients for indemnification to the Clients in respect of any adverse costs order that may be made against the Clients in the class action, and the Clients shall co-operate with Class Counsel in this regard.

25. In the event that indemnification from the Fund or a third-party funder cannot be obtained, the Clients agree that the Class Proceeding will not be pursued.

Assessment of Account

26. The Clients have the right to ask the Superior Court of Justice to review and approve Class Counsel's Account. For purposes of assessment, if a contingency fee agreement is one to which subsection 28.1(6) or 28.1(8) of the *Solicitors Act* applies (insofar as the fee sought is in excess of the maximum percentage proscribed by regulation), the Clients or Class Counsel may apply to the Superior Court of Justice for an assessment within six months after its delivery. If a contingency fee agreement is not one to which subsection 28.1(6) or 28.1(8) of the *Solicitors Act* applies, the Clients may apply to the Superior Court of

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Justice for an assessment of Class Counsel's bill within 30 days after its delivery or within one year after its payment.

Submissions to Court: Costs Payable to Class Counsel

27. The Clients hereby authorizes Class Counsel to make submissions regarding remedy and costs payable to Class Counsel that will enable the Court to fashion a judgment to ensure that the fees and disbursements owing to Class Counsel, calculated pursuant to this Agreement, can be paid out of the monies awarded to the Class or can be paid prior to or as a condition of the Class Member realizing any benefit pursuant to the judgment.

Client and Class Counsel to Act in the Best Interests of the Class

28. The Clients acknowledge their obligation and the obligation of Class Counsel to act in the best interests of the Class.

29. The Clients retain the right to make all critical decisions regarding the conduct of the class action, provided that any such decisions are made in the best interests of the class.

30. Notwithstanding the foregoing, Class Counsel retains the right to add one or more additional class representatives at any time, in the event Class Counsel determines that doing so is in the best interest of the class. In such circumstances, the Parties shall terminate this retainer agreement

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and enter into a new joint retainer agreement with the additional class representative(s). Similarly, Class Counsel retains the right to substitute the Clients for another class representative prior to certification and terminate this retainer agreement, in the event Class Counsel determines that doing so is in the best interest of the class. In either of the above circumstances, privileged communications between Class Counsel and/or Other Counsel, and the Clients made for the purpose of advancing the claims of the class in the class proceeding and the work product created by Class Counsel and/ or Other Counsel for the purpose of advancing the claims of the class shall be disclosed to the new class representative. The Clients agree to maintain the confidentiality and privilege of such communications and work product, and agrees not to discuss or otherwise divulge such communications and work product, or their contents, to any other person at any time.

Settlement Negotiations

31. The Clients hereby authorize Class Counsel, in its discretion, to enter into negotiations with the defendant for the purpose of reaching a settlement of the class proceeding. The Clients understand that any settlement affecting the class is subject to approval by the court. The Clients agree and acknowledges that any negotiations are for the purpose of reaching a settlement of the class proceeding, not simply the individual claim of the Clients.

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32. In the event the Clients desire to withdraw as representative plaintiff or desires to settle her individual claim without settling the claims of the class, the Clients agree to first notify Class Counsel of that desire in advance. The Clients agree only to seek such withdrawal or individual settlement in a manner and on a schedule that reasonably protects the best interests of the Class as a whole. If the Clients do settle their individual claim or withdraw as representative plaintiff, the Clients expressly agree and acknowledges that Class Counsel is permitted to be retained by another representative of the class and to continue to assert the claims on behalf of the class pursuant to the class proceeding. In such event, privileged communications between Class Counsel and/or Other Counsel, and the Clients made for the purpose of advancing the claims of the class in the class proceeding and the work product created by Class Counsel and/ or Other Counsel for the purpose of advancing the claims of the class shall be disclosed to the new class representative. The Clients agree to maintain the confidentiality and privilege of such communications and work product, and agrees not to discuss or otherwise divulge such communications and work product, or their contents, to any other person at any time.

33. In the event that the Clients wish to withdraw from participation as a class representative, Class Counsel shall make its best efforts to find a replacement for the Clients. However, the Clients acknowledge that any withdrawal by the Clients is subject to the approval of the court.

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Resolution of Disagreements between the Clients and Class Counsel

34. The Clients and Class Counsel agree to make their best efforts to resolve any disagreements or conflicts that may arise between them relating to, or affecting, the conduct of this action.

35. The Clients hereby agree that in the event that the Clients give instructions that Class Counsel believes are not in the best interests of the Class, Class Counsel may, and is entitled to, schedule and bring an application, motion or case conference with the court (*ex parte* or otherwise as may be appropriate or as may be directed by the court) for directions under s. 12 of the *CPA* or otherwise as may be appropriate. The Clients and Class Counsel acknowledge that the outcome of such an application, motion or conference, and subject to any motions for leave to appeal or appeals therefrom, may result in the removal of the Clients as representative plaintiff or the removal of Class Counsel (or either of them) as counsel or solicitor of record in the Action.

36. Without limiting the general application of the preceding paragraph, the Clients agree that in the event that the Clients do not agree to accept a proposed settlement that is in the opinion of Class Counsel in the best interests of the class, Class Counsel is hereby authorized to conditionally accept the offer. The condition shall be a ruling by the court that the proposed settlement is in the best interests of the class. On the motion for such court approval, an affidavit fully disclosing the Clients'

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stated concerns with the proposed settlement shall be filed with the court.

37. While any application, motion or case conference referred to in the two preceding paragraphs, or any decision or motion for leave to appeal or appeal therefrom, is outstanding, neither the Clients nor the Class Counsel may terminate this Agreement.

Termination

38. The Clients acknowledge and agree that, notwithstanding any other provision of this agreement, but subject to orders or directions of the court, Class Counsel shall have the right to terminate this retainer agreement in any of the following circumstances:

a. at any time prior to the certification at the sole discretion of Class Counsel;

b. upon the denial of class certification at first instance or on appeal, including by way of a subsequent decertification order;

c. loss at trial of the common issues at first instance or on appeal;

d. after certification, if in the reasonable opinion of Class Counsel new evidence arises or changes in the law occur which would make it

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materially less likely that the class proceeding would succeed at trial;

e. after certification, in the event that Class Counsel has reasonable grounds to believe that any costs, monetary relief, damages, interest or settlement monies that could be recovered in the action will not be sufficient to cover: (i) the total fees and disbursements actually approved by the Court to that date or the total fees that Class Counsel reasonably estimates may be approved by the court in the future; or, (ii) the actual Counsel Fees incurred to that date or a reasonable estimate by Class Counsel of the total Counsel Fees that would reasonably be incurred in prosecuting the action through to its conclusion; and;

f. any refusal of the court to award Class Counsel its fees.

39. Subject to the other terms of this Agreement, the Clients may withdraw as representative plaintiffs and Class Counsel may attempt to locate an appropriate replacement representative plaintiff and continue to prosecute this Class Action as set out herein.

40. In the event this agreement is terminated and the Class Action is subsequently successful (as defined in paragraph 7 above), the hours expended by Class Counsel to the date of termination will be added to the hours of any lawyer or lawyers subsequently retained to prosecute the

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Class Action for the purpose of the Court settling or approving the legal fees for all counsel in this action. Class Counsel shall be entitled to, and will be paid, a percentage of the amount awarded by the Court as fees in the action. The percentage shall be calculated by taking the number of hours expended by Class Counsel's legal professionals (including clerks and students) multiplied by their respective hourly rates, divided by the total number of hours expended by professionals (including clerks and students) of Class Counsel and any lawyers or law firm(s) subsequently retained to prosecute the Class Action multiplied by their respective hourly rates. In no circumstance, however, will Counsel be entitled to or be paid less than its straight time, that is, the total number of hours expended by Class Counsel's professionals (including clerks and students) multiplied by their respective hourly rates. Class Counsel will also be entitled to, and be paid, its disbursements or case expenses.

41. The Clients agree that any lawyer retained to prosecute the Class Action after the termination of this Agreement will be:

a) competent and experienced in the prosecution of class actions;

b) provided with a copy of this Agreement;

c) required to acknowledge and agree to the provisions of this Agreement; and,

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c) required to protect the fees and disbursements of Class Counsel and Other Counsel as set out herein.

Prohibition on Commencing a Parallel or Overlapping Class Action

42. The Clients hereby agree not to commence a rival, parallel or overlapping class action, including any class proceeding raising the same or similar claims against the defendant, in the event that the Clients' participation in this Class Action is terminated, whether by withdrawal, termination or otherwise.

Laws of Ontario Apply

43. This Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the Province of Ontario. It is the parties' intention that all requirements of contingency fee retainer agreements and class action retainer agreements be included herein and, for such purpose, the parties agree that this agreement shall be deemed to include any such further requirements arising from amendments to the *Solicitors Act*, R.S.O. 1990, c. S.15, the regulations under that act, and the *Rules of Professional Conduct* of Ontario and of other applicable jurisdictions. Alternatively, the parties to this agreement agree to execute, from time to time, any amendment to this agreement for the purpose of incorporating any such further requirements into this agreement.

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Division of Fees

44. The Client consents to the reasonable splitting of fees between lawyers who are assisting in this action but are not part of Class Counsel (if applicable).

Carriage of Lawsuit

45. The Client acknowledges that Class Counsel are incurring a significant financial risk in agreeing to pursue this action on a contingency fee basis and that Class Counsel are doing so on the basis that it will have carriage of the lawsuit.

Successor of Lawsuit

46. In the event that Goldblatt Partners LLP dissolves or is terminated, this agreement shall apply to successor law firms, as designated and confirmed by the Client in accordance with the terms hereof.

Confidentiality

47. The Clients acknowledge being advised that the communications between Class Counsel and the Client relating to the claims of the class are legally privileged but that such privilege may be lost if the Clients were to disclose such information to third persons and that the interests

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of the class could thereby be adversely affected. The Clients agree to protect the confidentiality and privilege of such information indefinitely.

48. The Clients acknowledge and agree that, in retaining Class Counsel to provide the legal services described in this retainer, the collection, use, retention and disclosure of personal and other sensitive information may be required in order to fulfill those services and related obligations.

49. The Clients have been advised by Class Counsel and agree that since Class Counsel is acting for all of the Clients in the retainer matter jointly, no information which Class Counsel receives in connection with the retainer matter from one party can be treated as confidential so far as any of the other party is concerned.

Joint Retainer

50. The Clients are of the view that there is no conflict between them that would prevent Class Counsel from jointly representing both of them.

51. The Clients understand that this is a joint retainer. If a conflict among the Clients develops that cannot be resolved and Class Counsel cannot continue to act for both of the Clients, the Clients agree that Class Counsel can continue to act for one of the Clients. In certain circumstances Class Counsel might have to withdraw completely.

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Severability

52. In the event that any particular provision or provisions or a part of one in this agreement is found to be void, voidable, or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in force.

Entire Agreement

53. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this agreement except as expressed in it.

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53. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this agreement except as expressed in it.

Execution in Counterpart

54. This agreement may be executed in counterpart.

Signed this 28th day of November, 2019.

Karen Hussey
Witness

Linda Crawley
Linda Crawley

Signed this ____ day of _____, 2019.

_____
Witness

_____
Judy Bradacs

Signed this ____ day of _____, 2019. **GOLDBLATT PARTNERS LLP**

_____
Per:

_____
Witness

Schedule "A" – Current Hourly Rates of Class Counsel

Docusign Envelope ID: 81375B64-DE0B-86E1-83FA-37F0B09C4C0D

Execution in Counterpart

54. This agreement may be executed in counterpart.

Signed this ____ day of _____, 2019.

_____ Witness

Linda Crawley

Signed this 27 day of November, 2019.

_____ Witness
PETER BRADACS

Judy Bradacs

Signed this 28 day of November, 2019. **GOLDBLATT PARTNERS LLP**

_____ (Jody Brown) Per:

_____ Witness JOANNE SCHEER

Docusign Envelope ID: 81375B64-DE0B-86E1-83FA-37F0B09C4C0D

Schedule "A" – Current Hourly Rates of Class Counsel

Steven Barrett $800.00

James McDonald $800.00

Charles Sinclair $600.00

Nadine Blum $525.00

Jody Brown $525.00

Joshua Mandryk $450.00

Tanya Atherfold-DeSilva $200.00

Students $250.00

Docusign Envelope ID: 81375B64-DE0B-86E1-83FA-37F0B09C4C0D

CRAWLEY, et al. - and - **AVON CANADA INC., et al.**

Plaintiffs Defendants

Court File No.: CV-19-00632937-00CP

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

AFFIDAVIT OF LINDA CRAWLEY
(Affirmed October 20, 2026)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
Tel: 416-977-6070 / Fax: 416-591-7333

Jody Brown LS#58844D
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Lawyers for the Plaintiffs

Docusign Envelope ID: 81375B64-DE0B-86E1-83FA-37F0B09C4C0D

CRAWLEY, et al. - and - **AVON CANADA INC., et al.**

Plaintiffs Defendants

Court File No.: CV-19-00632937-00CP

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

AFFIDAVIT OF JUDY BRADACS
(Affirmed October 20, 2026)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
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Lawyers for the Plaintiffs

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

AFFIDAVIT OF KARIZMA DEFREITAS-BARNES
(Affirmed October 20, 2026)

I, Karizma DeFreitas-Barnes, of the City of Brampton, in the Province of Ontario, **DO SOLEMNLY AFFIRM:**

1. I am a legal assistant with the firm Goldblatt Partners LLP, counsel for the Plaintiffs in this matter, and as such, I have knowledge of the matters to which I hereinafter depose. Where I have relied on information that I have obtained from others, I have stated the source of that information and I believe it to be true.

2. This Court approved the Notice of Settlement Approval Hearing (the "Notice") and method of dissemination of the Notice on September 24, 2026. The Notice was published in accordance with the method of dissemination. Copies of the Order and Notice of Settlement Approval Hearing are attached hereto my affidavit as **Exhibit "A"**.

3. On September 30, 2026, the Claims Administrator, Verita Global ("Verita"), emailed the Notice to the class members at 5:00 PM EST, and on October 1, 2026, Verita mailed the Notice

to class members. A copy of the email from Verita advising of when the Notice was sent out is attached hereto my affidavit as **Exhibit "B"**.

4. On October 16, 2026, Verita confirmed that the Notice was emailed to a total of 154 class members, with 1 email returning as invalid, 7 duplicate emails, 146 total emailed notices, 105 delivered emails, and 41 bounced emails. Verita confirmed the Notice was mailed to 539 mailing addresses, with no invalid or incomplete mailing addresses, for a total of 539 mailed notices sent, and no returned or undelivered mail. A copy of the email from Verita advising of the numbers for the emailed and mailed notices is attached hereto my affidavit as **Exhibit "C"**.

5. The Notice advised class members of their right to object to the Proposed Settlement. The deadline for objecting was October 20, 2026. At the time of affirming this affidavit, Class Counsel has received no objections to the Proposed Settlement.

6. I swear this affidavit in support of the motions for settlement approval, fee approval and approval of the distribution protocol and for no other improper purpose.

AFFIRMED BEFORE ME by video conference by Karizma DeFreitas-Barnes at the City of Brampton, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on October 20, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for taking affidavits etc. *(or as may be)*



Karizma DeFreitas-Barnes

Tanya Atherfold-Desilva, a Commissioner, etc. Province of Ontario for Goldblatt Partners LLP, Barristers and Solicitors. Expires September 9, 2027.

This is **Exhibit "A"** referred to in the Affidavit of Karizma DeFreitas-Barnes affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



_____

A Commissioner for taking affidavits etc., or as may be

Electronically issued / Délivré par voie électronique : 24-Sep-2026
Superior Court of Justice - Toronto - Civil / Cour supérieure de justice
Court File No./N° du dossier du greffe: CV-19-00632937-00CP

Court File No.: CV-19-00632937-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	Thursday, THE
	)	
JUSTICE GLUSTEIN	)	24th DAY OF Sept, 2026
	)	

B E T W E E N :

LINDA CRAWLEY AND JUDY BRADACS

Plaintiffs

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act*, *1992*

ORDER
(NOTICE OF SETTLEMENT APPROVAL HEARING)

THIS MOTION made by the Plaintiffs for an Order approving the form and content of the Notice of Settlement Approval Hearing (the "**Notice**") and the method of dissemination of the Notice, was heard in writing.

ON READING the materials filed, including the Avon Retirement Benefits Class Action Settlement Agreement dated February 27, 2026 attached to this Order as **Appendix "A"** (the "**Settlement Agreement**");

AND ON BEING ADVISED the Settlement Approval Hearing is scheduled to be heard on October 27, 2026 by videoconference;

AND ON BEING ADVISED the Plaintiffs and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that, except as amended or otherwise defined within this Order, the definitions set out in the Settlement Agreement apply to, and are incorporated into, this Order;

2. **THIS COURT ORDERS** that the Notice is hereby approved substantially in the form attached hereto as **Appendix "B"** and the Notice may be translated by the Administrator without further order of the court.

3. **THIS COURT ORDERS** that Verita Global (the "**Administrator**") is hereby appointed to distribute the Notice by:

   a. emailing a copy of the Notice to the last known email address of the Class Members as provided by the Defendants in the Class List or as otherwise in the possession of Class Counsel;

   b. mailing a copy of the Notice to the last known mailing address of the Class Members as provided by the Defendants in the Class List or as otherwise in the possession of Class Counsel; and

   c. posting a copy of the Notice on Class Counsel's webpage.

4. **THIS COURT ORDERS** that the Defendants shall produce to the Administrator and Class Counsel a class list with the following information about Class Members, as records permit (the "**Class List**"):

   a. first and last name;

   b. identifying whether the Class Member is a retiree or a dependant;

   c. identifying whether a retiree has a known dependant;

d. mailing address;

e. phone number;

f. email address;

g. date of birth;

h. date of death (if applicable); and

i. coverage type.

5. **THIS COURT ORDERS** that all information about Class Members provided to the Administrator and Class Counsel by the Defendants pursuant to the Settlement Agreement shall be collected, used, and retained by the Administrator and its agents and Class Counsel pursuant to applicable privacy laws and solely for the purposes of providing notice to Class Members. The information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Class Member, except in accordance with orders of the Court.

6. **THIS COURT ORDERS** the Administrator will be remunerated the Administration Expenses from the Settlement Amount;

7. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be set aside and declared null and void and of no force or effect without the need for any further order of this Court.



The Honourable Justice Glustein

APPENDIX A

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

LINDA CRAWLEY AND JUDY BRADACS

Plaintiff

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AVON RETIREMENT BENEFITS CLASS ACTION SETTLEMENT AGREEMENT

February 27, 2026

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SCHEDULE "A" – EXECUTED SETTLEMENT TERM SHEET DATED DECEMBER 5, 2025

AVON RETIREMENT BENEFITS CLASS ACTION SETTLEMENT AGREEMENT

RECITALS

A. **WHEREAS** on December 16, 2019, the representative plaintiffs Linda Crawley and Judy Bradacs commenced a class proceeding against Avon Canada Inc. and New Avon LLC, seeking remedies with respect to the Defendants' termination of post-retirement benefits for retirees and their dependents;

B. **WHEREAS**, on consent, Justice Glustein of the Ontario Superior Court of Justice certified the Action as a class proceeding on January 20, 2022;

C. **WHEREAS** the Parties attended a mediation with Joel Wiesenfeld on December 5, 2025, where the Parties reached an agreement to resolve the Action and entered into a Settlement Term Sheet;

D. **WHEREAS** the Defendants vigorously denied and continue to deny any obligation to the Plaintiffs or Class Members with respect to the post-retirement benefits; and

E. **WHEREAS** the Settlement Term Sheet contemplated the Parties executing this Settlement Agreement.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the approval of the Court, the Parties agree to fully and finally settle this Action on the following terms and conditions:

SECTION 1 — DEFINITIONS

For the purposes of this Settlement Agreement only, including the recitals and schedules hereto:

(1) *Action* means the within proceeding bearing Court File No. CV-19-00632937-00CP.

(2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts whether incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and administration of this Settlement Agreement, including the costs of all notices.

(3) *Claim Fund* means the Settlement Amount remaining after deductions in respect of Administration Expenses, Class Counsel Disbursements, Class Counsel Fees, any amounts payable to any entity that has assisted in funding the Class Actions, including, but not limited to any levies owing to the CPF whether by statute or otherwise, and taxes, to be paid out to Class Members pursuant to the Distribution Protocol.

(4) *Claims Administrator* means the firm proposed by Class Counsel and appointed by the Court to administer the Claims Fund in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.

(5) *Class* means:

(a) all retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to January 20, 2022, and who were alive as of December 16, 2017; and

(b) all surviving spouses and dependent children of the persons described in (a).

(6) *Class Counsel* means Goldblatt Partners LLP.

(7) *Class Counsel Disbursements* means the disbursements, including expert and other fees, and applicable taxes incurred by Class Counsel in the prosecution of the Action.

(8) *Class Counsel Fees* means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Class Members to any other body or Person.

(9) *Class Member* means a member of the Class or their estate, if a Class Member is deceased.

(10) *Counsel for the Defendants* means Fasken Martineau DuMoulin LLP.

(11) *Court* means the Ontario Superior Court of Justice.

(12) *CPF* means the Class Actions Fund created pursuant to Section 59.1 of the *Law Society Act* and administered by the Class Actions Committee of the Law Foundation of Ontario.

(13) *Date of Execution* means the date on which the Parties execute this Settlement Agreement.

(14) *Defendants* means collectively Avon Canada Inc. and New Avon LLC.

(15) *Distribution Protocol* or *Plan of Allocation* mean the plan for distributing the Claim Fund described in general terms in Section 9.1 of this Settlement Agreement, and to be approved by the Court.

(16) *Effective Date* means the date of a Final Order from the Court approving this Settlement Agreement.

(17) *Final Order* means a final order, judgment or equivalent decree entered by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.

(18) *Party* and *Parties* means the Defendants, the Plaintiffs, and, where necessary, the Class Members.

(19) *Person* means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.

(20) *Plaintiffs* means Linda Crawley and Judy Bradacs, on behalf of the Class Members.

(21) *Released Matters* means, up to the date of the execution of this Settlement Agreement, any and all actions, causes of action, suits, debts, claims and demands, howsoever arising, by the Releasors as the result of, relating to, or arising from the matters raised or advanced in the Action or which could have been raised in the Action related to retirement benefits, whether known or unknown, or by reason of any cause, matter or thing whatsoever relating to the termination of post-

retirement benefits and, in particular, but without limiting the generality of the foregoing, from any and all claims up to the date of execution of this Settlement Agreement which were advanced in the Action or could have been advanced in the Action relating to the termination of post-retirement benefits.

(22) *Releasees* means the Defendants, their insurers and their predecessors, successors, assigns, and reinsurers and all related entities, including but not limited to affiliates, parents, subsidiaries, current and former shareholders or other owners, and their respective present and former officers, directors, employees and agents and their heirs, executors, successors and assigns.

(23) *Releasors* means the Plaintiffs and Class Members in the Action, for themselves, their heirs, executors, successors and assigns.

(24) *Remittances* means any amounts related to employee and employer-paid taxes, deductions, contributions, or premiums in respect of the Canada Pension Plan, the Quebec Pension Plan, Employment Insurance, employer health tax, health services funds, provincial statutory workers compensation schemes, income tax, withholding tax, and any other statutory amounts in respect of the amounts distributed to the Class from the Settlement Amount, including any instalments, interest, penalties or additional amounts in respect of the foregoing, in each case whether disputed or not.

(25) *Settlement Agreement* means this agreement, including the recitals and schedules.

(26) *Settlement Amount* means CDN $3,250,000.

(27) *Settlement Fund* means the Settlement Amount, together with interest earned thereon.

(28) *Settlement Term Sheet* means the agreement reached by the Parties with the assistance of a mediator, Joel Wiesenfeld, the terms of which were stipulated in the Settlement Term Sheet dated December 5, 2025, a copy of which is attached to this Settlement Agreement as Schedule “A”.

(29) *Trust Account* means an interest-bearing account, being a guaranteed investment vehicle, liquid money market account, or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act,* S.C. 1991, c. 46), held at a Canadian financial institution under the control of Class Counsel or the Claims Administrator,

once appointed, for the benefit of the Class Members or Defendants, as provided for in this Settlement Agreement.

SECTION 2 — SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to obtain the approval of this Settlement Agreement by the Court and to secure the prompt, complete, and final dismissal with prejudice of the Action as against the Defendants.

2.2 Action in Abeyance

Until the Parties have obtained the Final Order or this Settlement Agreement is terminated in accordance with its terms, whichever occurs first, the Parties agree to hold in abeyance all steps in the Action, other than: (i) the motion to approve the notice as contemplated in Section 2.3; (ii) the motion to approve the Settlement Agreement as contemplated in Section 2.4; and (iii) such other matters required to implement the terms of this Settlement Agreement.

2.3 Motion Seeking Approval of Notice

(1) As soon as reasonably practicable after the Date of Execution, the Plaintiffs shall bring a motion for an order, in the form agreed upon by the Parties, approving the notice described in Section 7.1(1) (the "**Notice Approval Order**").

(2) Prior to the filing of the motion materials contemplated in this section, Class Counsel will provide them to Counsel for the Defendants in draft form for review and comment before the materials are filed with the Court.

2.4 Motion Seeking Settlement Approval

(1) The Plaintiffs shall bring a motion for an order, in the form agreed upon by the Parties, approving this Settlement Agreement and dismissing the Action as against the Defendants, as soon as reasonably practicable after:

(a) the Notice Approval Order is made; and

(b) the notices described in Section 7.1(1) have been published.

(2) The Plaintiffs will prepare all materials to be provided to the Court in respect of the motion to approve the Settlement Agreement. The Plaintiffs shall provide the materials in draft form to counsel for the Defendants for review and comment before the materials are filed with the Court.

2.5 Pre-Motion Confidentiality

(1) Until materials are filed with the Court in respect of the notices required under the Settlement Agreement pursuant to Section 2.3, the Parties agree to keep the settlement and all of the terms of the Settlement Agreement confidential and not to disclose them without the prior consent of Counsel for the Defendants and Class Counsel, as the case may be, except that the Defendants may advise their affiliated entities, insurers, lenders, solicitors, accountants, auditors, and other professional advisors.

(2) The Parties agree not to seek media coverage of the Settlement Agreement, but shall permit media coverage to the extent reasonably necessary to make Class Members aware of the Settlement Agreement in a manner consistent with the Settlement Agreement and the notices approved by the Court. The Parties will agree to describe the terms of the Settlement Agreement as "reasonable and in the best interests of the class" or substantially similar language.

SECTION 3 — SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) The Defendants shall pay the Settlement Amount to Class Counsel, for deposit into the Trust Account, within 60 days of the Date of Execution or by March 31, 2026, whichever is later.

(2) Payment of the Settlement Amount shall be made by way of wire transfer or electronic fund transfer. Prior to the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount and other valuable consideration set forth in the Settlement Agreement shall be provided in full satisfaction of the Released Matters as against the Releasees.

(4) The Settlement Amount is all-inclusive and is the only amount to be paid by the Defendants pursuant to this Settlement Agreement. For greater certainty, the Settlement Amount shall be inclusive of all amounts, including, without limitation, taxes (including any required withholdings, contributions, and Remittances), interest, costs, Administration Expenses and Class Counsel Fees.

(5) Neither the Defendants nor the Releasees shall have any obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Action, or any other actions related to the Released Matters, including in respect of any Remittances relating to payments made to Class Members in accordance with this Settlement Agreement.

(6) Once a Claims Administrator has been appointed, Class Counsel shall transfer the Claim Fund to the Claims Administrator. The Claim Fund shall continue to accrue interest for the benefit of the Class.

(7) Class Counsel and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.

(8) Class Counsel and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with the Settlement Agreement, the Distribution Protocol, or an order of the Court obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Plaintiffs and the Class and shall be paid from the Trust Account. Class Counsel or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including

interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Defendants shall have no responsibility in any way related to the Trust Account, including, but not limited to, making any filings relating to the Trust Account, paying tax on any income earned on the Settlement Amount, or paying any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case any interest earned on the Settlement Amount in the Trust Account shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

(4) The Defendants shall have no responsibility for any payment beyond the Settlement Amount, including with respect to any additional tax owing by Class Members beyond the amount withheld from each distribution.

SECTION 4 — TERMINATION OF SETTLEMENT AGREEMENT

4.1 Right of Termination

(1) In the event that:

(a) this Settlement Agreement is not approved by Final Order of the Court; or

(b) the Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement,

the Plaintiffs and the Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 11.16, within thirty (30) days following an event described above.

(2) Failure of the Court to approve in full the request by Class Counsel for Class Counsel Fees and Disbursements shall not be grounds to terminate the Settlement Agreement.

4.2 If Settlement Agreement Is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

(a) no motion to approve this Settlement Agreement, which has not been decided, shall proceed; and

(b) the Parties will cooperate in seeking to have any issued order approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise.

(2) Except as provided for in Section 4.3, if the Settlement Agreement is terminated, the Settlement Agreement and the Settlement Term Sheet shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

(3) In the event the Settlement Agreement is terminated, the Settlement Fund, minus any expenses incurred with respect to notice and any taxes paid or owing on the interest earned on the Settlement Amount, shall be paid to the Defendants.

4.3 Survival of Provisions After Termination

If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(8), 3.2(3), 4.2, 4.3, 6.1, 6.2, 7.1(2) and 7.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(8), 3.2(3), 4.2, 4.3, 6.1, 6.2, 7.1(2) and 7.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

4.4 Accounting of Monies in the Trust Account Following Termination

In the event this Settlement Agreement is terminated, Class Counsel or the Claims Administrator, whichever then has control of the Trust Account, shall deliver an accounting to the Plaintiffs and the Defendants no later than ten days after the termination.

4.5 Disputes Relating to Termination

If there is any dispute about the termination of this Settlement Agreement, the Court shall determine any dispute by motion made by a Party on notice to the other Parties.

4.6 No Right to Terminate

For greater certainty, no dispute or disagreement among the Plaintiffs and/or the Class Members, or any of them, about the proposed distribution of the Settlement Fund or the Distribution Protocol shall give rise to a right to terminate this Settlement Agreement.

SECTION 5 — RELEASE AND DISMISSAL

5.1 Release of Releasees

(1) The Releasors covenant, represent and warrant that, as of the date of the execution of the Settlement Agreement, they have no further claims against the Releasees for, or arising out of, the Released Matters.

(2) In the event that the Releasors have made or should make any claims or demands or commence or threaten to commence any actions, claims or class actions or make any complaints against the Releasees arising out of the Released Matters, this Settlement Agreement may be raised as an estoppel and complete bar to any such claim, demand, action, class action or complaint.

(3) The Releasors agree and undertake that they will not make any claim or commence or maintain any class action, complaint, action or claim against any Person in which any claim could arise against the Releasees for contribution or indemnity or any other relief in respect of any of the actions, causes of action, claims, debts, suits or demands of any nature or kind that has been released by this Settlement Agreement.

(4) In the event that the Releasors make any claim or commence any proceeding in respect of the Released Matters against any person or entity which might make a claim, whether for contribution or indemnity or declaratory or other relief, from the Releasees or any of them, or which might result in a claim, whether for contribution or indemnity or declaratory or other relief, being made against the Releasees or any of them, this Settlement Agreement may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

(5) The Releasors further agree to indemnify and save harmless the Releasees from any and all claims or demands under the *Income Tax Act* (Canada), the *Canada Pension Plan*, the *Employment Insurance Act* of Canada, and any other applicable provincial and federal legislation, including any regulations made thereunder, in respect of any failure on the part of the Releasees or Claims Administrator with respect to taxes (including any withholdings, contributions, Remittances, or tax reporting) in relation to this Settlement Agreement as well as any interest or penalties relating to same. The Releasors also further agree to indemnity the Releasees for any costs or expenses they may incur in relation to such claims or demands.

(6) This release is conditional upon approval of the Settlement Agreement by the Court. If this Settlement Agreement is not approved by Final Order of the Court, the Releasors will not be bound by the release terms set out in Section 5.1.

5.2 Dismissal of the Action

Upon the Effective Date, the Action shall be dismissed with prejudice and without costs as against the Defendants.

SECTION 6 — EFFECT OF SETTLEMENT

6.1 No Admission of Liability

(1) Nothing in the Settlement Agreement amounts to an admission of liability by the Defendants or any of the Releasees, and any such liability is denied.

(2) The Plaintiffs, the Defendants, and all Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.

(3) Regardless of whether this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendants or the Releasees, or of the truth of any of the claims or allegations contained in the Action.

6.2 Agreement Not Evidence

The Parties agree that, regardless of whether it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve, enforce, or some combination thereof this Settlement Agreement, to defend against the assertion of Released Matters, as necessary in any insurance-related proceeding, or as otherwise required by law.

SECTION 7 — NOTICE TO CLASS

7.1 Notice Required

(1) The Class shall be given a single notice of the hearing at which the Court will be asked to approve the Settlement Agreement, Distribution Protocol, Class Counsel Fees, and Class Counsel Disbursements, herein referred to as the "Notice".

(2) If, following the Notice, this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the Class shall be given notice of such event.

7.2 Form and Distribution of Notice

(1) The Notice shall be in a form agreed upon by the Parties and approved by the Court.

(2) The Notice shall be disseminated by:

(a) direct mailing to the Class Members using e-mail and regular mail;

(b) publication on Class Counsel's website; and

(c) such other means, as approved by the Court, as may be reasonably necessary after consultation with the Claims Administrator to ensure that Class Members receive actual notice.

(3) The Defendants shall provide to Class Counsel and the Claims Administrator, from the Defendants' existing electronic records that are in their possession, care or control (including, but

not limited to, information in their human resources records, payroll records, and insurance or pension records), and without any obligation to create any new records, an updated list of Class Members who are identified as such in the Defendants' records. The list of Class Members will include each Class Member's first name, middle name (if known to the Defendants), last name, last known mailing address, last known phone number, and last known e-mail address.

(4) Class Counsel may disclose all information provided by the Defendants pursuant to Section 7.2(3) to the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Sections 7.2, 8.1 and 9.1.

(5) If this Settlement Agreement is terminated, Class Counsel and the Claims Administrator must not retain, in any form whatsoever, any record of the information provided pursuant to this Section 7.2.

(6) The Defendants agree to cooperate and will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 7.2(3) from Class Counsel or the Claims Administrator.

(7) Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Defendants' obligation to cooperate pursuant to this Section 7.2 shall cease when all settlement funds or court awards have been distributed.

(8) The information required under Section 7.2(3) shall be delivered to Class Counsel no later than 60 days following the Date of Execution or at a time mutually agreed upon by the Parties.

(9) The Claims Administrator will take the following steps to locate Class Members for the purpose of delivery of the notices:

(a) the Claims Administrator will cross-reference the addresses of all former employees of the Defendants identified by the Defendants pursuant to Section 7.2(3) above against the National Change of Address Database produced by Canada Post;

(b) the Claims Administrator will consult and use the address for any Class Members who have contacted the Claims Administrator; and

(c) the Claims Administrator will otherwise take whatever reasonable steps it deems necessary as agreed to by the Parties or as directed by the Court, to most effectively locate Class Members.

SECTION 8 — ADMINISTRATION

8.1 Mechanics of Administration

(1) The mechanics of the implementation and administration of this Settlement Agreement shall be in accordance with the Distribution Protocol, as approved by the Court, which shall be drafted in accordance with Section 9.1.

(2) Class Members will be required to complete and return a form (the "**Administration Form**") or otherwise advise the Claims Administrator of the information set out in the Administration Form, to receive any payment. An incomplete or improperly completed Administration Form will not be grounds to deny a Class Member compensation under this Settlement Agreement. The Claims Administrator will, upon receipt of any incomplete or improperly completed Administration Form, contact the Class Member and use good faith efforts to correct any deficiencies with the Administration Form.

(3) The Claims Administrator will send the Administration Forms by regular mail and e-mail (as available) to the addresses used for the distribution of the notice set out in Section 7.2, subject to any updated contacts received by the Claims Administrator through the searches conducted in accordance with Section 7.2(9) or as provided by Class Counsel and the Defendants.

8.2 Appointment of the Claims Administrator

(1) The Plaintiff, through Class Counsel, will take reasonable steps to retain a Claims Administrator that: (i) assumes full responsibility for the Remittances; (ii) agrees to carry out those responsibilities in a timely and proper manner; and (iii) has sufficient insurance for any actions or omissions that it takes in respect of the Remittances, which insurance will extend to any liability asserted against the Defendants in respect of the Remittances, and the consequences in respect thereof.

(2) The Defendants will have a right to review the Claims Administrator's insurance policy referred to above in Section 8.2(1) in advance of the Plaintiffs formally retaining the Claims Administrator to confirm the existence, scope, and sufficiency of the insurance.

(3) The Claims Administrator will be required to disclose to the Parties the process by which it intends to withhold and remit or pay the Remittances (including the nature and timing), and perform the required tax reporting including issuing any tax information returns as applicable, in advance of taking these steps to permit the Parties to consider the proposed process and to provide any comments on changes that ought to be made to the process.

(4) The Claims Administrator will report to the Parties upon the payment of amounts to Class Members at the completion of any tranche or stage of payments to Class Members, including confirming the Remittances and the dates relating thereto and providing copies of summary tax information returns, but such disclosure to the Defendants will not include the disclosure of the Remittances at an individual Class Member level, including with respect to the identities of any particular Class Member to whom a payment is made under the Settlement Agreement.

(5) By order of the Court, the Claims Administrator will be appointed to serve until such time as the Settlement Amount is distributed to Class Members pursuant to the Distribution Protocol, to implement this Settlement Agreement, and to ensure that the Settlement Amount is distributed in accordance with the Order(s) of the Court(s).

SECTION 9 — DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

9.1 Distribution Protocol

(1) Class Counsel, with the Defendants' approval, will prepare the Distribution Protocol. In general terms, the Distribution Protocol will specify the following:

(a) the plan for providing notice to Class Members of the Distribution Protocol, consistent with Section 7.2(2);

(b) the Claim Fund which will be available for distribution to Class Members;

(c) the amount to be withheld from each distribution as required under provincial and federal legislation, including any regulations made thereunder, which is to be determined by the method agreed upon by the Parties in the Distribution Protocol;

(d) that distribution shall be by way of direct cheque mailing or e-transfer to eligible recipients, minus withholdings; and

(e) that Class Members may receive equal or differing amounts and shall have at least 18 months following the issuance of the Final Order to receive a payment from the Claim Fund.

9.2 Court Approval of Distribution Protocol

Class Counsel will seek the Court's approval of the Distribution Protocol contemporaneous with seeking approval of this Settlement Agreement.

SECTION 10 — CLASS COUNSEL FEES, DISBURSEMENTS, AND ADMINISTRATION EXPENSES

10.1 Responsibility for Fees, Disbursements and Taxes

The Defendants will take no position on and shall not be liable for any Class Counsel Fees or Class Counsel Disbursements, which shall be subject to approval by the Court.

10.2 Responsibility for Costs of Notices and Translation

(1) Class Counsel or the Claims Administrator shall pay the costs of the notices required by Sections 7.1 and 9.1(1)(a) and any costs of translation required by Section 11.11 from the Trust Account, as they become due.

(2) The Defendants shall not have any responsibility for the costs of the notices or translation above and beyond payment of the Settlement Amount, except where the Settlement Agreement is terminated as set out at Section 4.2(3).

10.3 Court Approval of Class Counsel Fees and Disbursements

(1) Class Counsel will seek the Court's approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement.

(2) The approval, or denial, by the Court of any requests for Class Counsel Fees and Class Counsel Disbursements to be paid out of the Settlement Fund are not part of the settlement provided for herein and are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the settlement provided for herein.

(3) Any order or proceeding relating to Class Counsel Fees and Class Counsel Disbursements, or any appeal from any such order shall not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Final Order and the settlement of this Action provided herein.

SECTION 11 — MISCELLANEOUS

11.1 Motions for Directions

(1) Class Counsel or the Defendants may apply to the Court as may be required for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

11.2 Headings, etc.

(1) In this Settlement Agreement:

(a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

(b) the terms “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

11.3 Computation of Time

(1) In the computation of time under this Settlement Agreement, except where a contrary intention appears,

(a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and

including the day on which the second event happens, including all calendar days; and

(b) only in the case where the time for doing an act expires on a holiday as "holiday" is defined in the *Rules of Civil Procedure,* RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

11.4 Ongoing Jurisdiction

The Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Class Members and Defendants attorn to the jurisdiction of the Court for such purposes.

11.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and all Parties attorn to the jurisdiction of the courts of the Province of Ontario.

11.6 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith.

(2) None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

(3) If necessary to effectuate the agreed upon result, further documentation and agreements shall be entered into using language as required to effect said result.

11.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

11.8 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

11.9 Counterparts

This Settlement Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

11.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, the Settlement Term Sheet, or any agreement in principle that may exist, shall have no bearing upon the proper interpretation of this Settlement Agreement.

11.11 Language

(1) *Les parties reconnaissent avoir exigé que la présente entente de règlement et tous les documents connexes soient rédigés en anglais*. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English.

(2) Nevertheless, if required to by the Court, a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

11.12 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

11.13 Schedule

The schedule forms part of this Settlement Agreement.

11.14 Acknowledgements

Each of the Parties hereby affirms and acknowledges that they, or their representative with authority to bind them with respect to the matters set forth herein, have:

(a) read and understood the Settlement Agreement;

(b) had the terms of this Settlement Agreement and the effects thereof fully explained to them by their counsel;

(c) fully understood each term of the Settlement Agreement and its effect; and

(d) not relied upon any statement, representation or inducement (whether material, false, negligently made, or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to their decision to execute this Settlement Agreement.

11.15 Authorized Signatures

Each of the undersigned represents that they are fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

11.16 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and the Class:

Jody Brown and Melanie Anderson
GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON MSG 2C2
Te1: 416-977-6070
Fax: 416-591-7333
Email: jbrown@goldblattpartners.com
manderson@goldblattpartners.com

For the Defendants:

Sarah J. Armstrong, Daanish Samadmoten,
and Alice Wang
FASKEN MARTINEU DUMOULIN LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6
Tel: 416-868-3452
Fax: 416-364-7813
Email: sarmstrong@fasken.com
dsamadmoten@fasken.com
awang@fasken.com

11.17 Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

LINDA CRAWLEY and JUDY BRADACS, on their own behalf as representative plaintiffs and on behalf of the class, by their counsel:

Name of Authorized Signatory: Jody Brown

Signature of Authorized Signatory:

The Defendants, **AVON CANADA INC. (now The Avon Company Canada Limited) and NEW AVON LLC (now The Avon Company),** on their own behalf:

Name of Authorized Signatory: Claude Dib, CFO of The Avon Company Canada Limited

Signature of Authorized Signatory: Signed by: Claudia Dib 47F86645BD8E486...

Name of Authorized Signatory: Benson Seo, CFO of The Avon Company

Signature of Authorized Signatory: DocuSigned by: Benson Seo 874A74929BF0415...

SCHEDULE "A" – EXECUTED SETTLEMENT TERM SHEET DATED DECEMBER 5, 2025

Crawley et al v Avon Canada Inc. and New Avon LLC,

Court File No. CV-19-00632937-00CP (the "Action")

Settlement Term Sheet

1. The Plaintiffs Linda Crawley and Judy Bradacs (the "**Plaintiffs**") as representatives of the Class (defined below), on the one hand, and the Defendants Avon Canada Inc. (now The Avon Company Canada Limited) and New Avon LLC (now The Avon Company) (the "**Defendants**"), on the other hand, have agreed in principle to settle the Action upon the terms and conditions that follow in this settlement term sheet (the "**Term Sheet**"), subject to the finalization of a definitive settlement agreement (the "**Settlement Agreement**") including the usual standard terms and other settlement documentation, notice to the Class, and approval by the Court (the "**Settlement**").

2. **Class Members:** The "**Class**", as defined in the Order of Glustein J. dated January 20, 2022, being:

   (a) All retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, who were otherwise in receipt of post-retirement benefits, up to the date of certification, and who were alive as of December 16, 2017; and,

   (b) All surviving spouses and dependent children of the persons described in (a).

3. **Releases:** Comprehensive full and final releases will be given by all members of the Class in favour of the Defendants in a form acceptable to the parties.

4. **No Admission of Liability:** Avon will admit no liability with respect to the allegations made or which could have been made in the Action.

5. **Settlement Amount:** The Settlement Amount (CDN $3,250,000) is to be paid by the Defendants in full and final settlement of all matters raised or which could have been raised in the Action, inclusive of principal, interest, taxes, class counsel fees, notice and administration costs, fees, costs and expenses related to the litigation or the Settlement. The Settlement Amount will be payable 60 days after the date of execution of the Settlement Agreement, or March 31, 2026, whichever is later, and placed into an interest-bearing trust account held by counsel for the Class ("**Class Counsel**"). The Settlement Amount, together with interest earned thereon, shall constitute the "**Settlement Fund**".

6. **Distribution:** The Settlement Fund will be distributed in accordance with a Plan of Allocation to be developed by Class Counsel, agreed upon by the parties and approved by the Court. The Plaintiffs' motion for approval of the Plan of Allocation will be made on notice to the Defendants.

7. **Cooperation**: The Defendants agree to cooperate with Class Counsel in providing all information reasonably required for the administration of this Settlement, including for the

purpose of confirming identification of members of the Class and the distribution of notice to members of the Class.

8. **Withholding:** Distribution of the Settlement Fund will be subject to withholding as required under provincial and federal legislation, including any regulations made thereunder. The amount withheld from each distribution is to be determined by the method agreed upon by the parties in the Settlement Agreement and Plan of Allocation. For greater certainty, the Defendants shall have no responsibility for any payment beyond the Settlement Amount, including with respect to any additional tax owing beyond the withholding. Any additional tax owing shall be the responsibility of each member of the Class.

9. **Media:** The parties agree not to seek media coverage of the Settlement, but for media coverage reasonably necessary to make members of the Class aware of the Settlement in a manner consistent with the Settlement Agreement and the notices approved by the Court. The parties will agree to describe the Settlement as "reasonable and in the best interests of the class" or substantially similar language.

10. **Confidentiality:** The Settlement will remain confidential pending the filing of materials with the Court in respect of the requisite notices, except that the parties may advise the Court of the fact of the Settlement in principle, and the Defendants may advise their affiliated entities, insurers, lenders, solicitors, accountants, auditors, and other professional advisors.

11. **Dismissal:** The Action shall be dismissed without costs as against the Defendants.

12. **Court Approval:** The Settlement Agreement shall be subject to and conditional upon Court approval by the Ontario Superior Court of Justice as required by the *Class Proceedings Act, 1992*. If the Settlement Agreement is not approved, this Term Sheet and the Settlement Agreement shall have no further force and effect.

13. **Additional Documentation:** If necessary to effect the agreed upon result, further documentation and agreements shall be entered into using language as required to effect said result.

14. **Governing Law:** Shall be Ontario, without regard to any conflict of laws principles that would result in applying the substantive law of a jurisdiction other than Ontario.

15. **Legal Fees and Expenses:** Class Counsel's legal fees and expenses, as awarded by the Court, shall be paid from the Settlement Fund upon final approval of the Settlement by the Court, notwithstanding any appeals. Failure of the Court to approve in full the request by Class Counsel for legal fees and expenses shall not be grounds to terminate the Settlement Agreement.

16. **Binding Term Sheet:** This term sheet is binding on the parties and any party may seek to enforce it. The parties will negotiate and execute a formal and binding Settlement Agreement that incorporates these key terms as well as other standard settlement terms.

17. **Settlement Documentation**. The Plaintiffs will prepare the draft Settlement Agreement and provide it to counsel for the Defendants for review and comment. The parties will use their best efforts to draft, finalize and execute the Settlement Agreement by January 30, 2026.

18. **Settlement Approval Materials**: The Plaintiffs will prepare all materials to be provided to the Court in respect of Settlement Approval, the Plan of Allocation and notice of settlement approval hearing and shall provide them to counsel for the Defendants in draft for review.

19. **Dispute:** In the unlikely event there is any dispute regarding the formalization of the terms of the Settlement Agreement, that dispute shall be mediated by Joel Wiesenfeld and if such mediation is not successful to be fully and finally resolved by arbitration.

20. **Termination:** The Defendants will have the right to terminate the Settlement Agreement in the event that a court approval order substantially in the form of the approval order agreed by the parties in connection with the Settlement Agreement is not granted. In the event the Settlement Agreement is terminated, the Settlement Fund inclusive of interest earned, minus any notice expenses incurred, shall be returned to the Defendants.

21. **Mediator's Fees**: The Defendants agree to pay the full costs of the mediator's fees in relation to the mediation that took place on December 5, 2025.

22. **Authority:** The signatories to this Term Sheet represent and warrant that they have the full authority to agree to and execute same.

DATED: December 5, 2025

This Term Sheet is hereby agreed to by:

GOLDBLATT PARTNERS LLP

Jody Brown
Counsel for the Plaintiffs and Class

FASKEN MARTINEAU DUMOULIN LLP

Sarah J. Armstrong
Counsel for Defendants

APPENDIX B

NOTICE OF SETTLEMENT APPROVAL HEARING

AVON POST-RETIREMENT BENEFITS CLASS ACTION

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this notice because you are a Class Member (defined below) in the Avon Class Action (defined below).

PURPOSE OF THIS NOTICE

A proposed settlement has been reached regarding the termination of post-retirement benefits for Avon Canada Inc. retirees, surviving spouses, and dependent children (the "**Proposed Settlement**"). The Proposed Settlement seeks to resolve a class action brought by Linda Crawley and Judy Bradacs (the "**Plaintiffs**") against Avon Canada Inc. and New Avon LLC (the "**Defendants**") (the "**Avon Class Action**", bearing Court File No. CV-19-00632937-00CP). Generally, the Plaintiffs in the Avon Class Action alleged that the Defendants' termination of certain post-retirement benefits in January 2020 breached the Defendants' contracts with Class Members (defined below), or, in the alternative, resulted in unjust enrichment of the Defendants. Goldblatt Partners LLP represents the Class (defined below) ("**Class Counsel**").

The Avon Class Action does not pertain to the Avon Canada Inc. registered pension plan.

Following a mediation in December 2025, the Plaintiffs and Defendants reached an agreement to settle the Avon Class Action, subject to the Court's approval. The Proposed Settlement is not an admission of liability by the Defendants. The Proposed Settlement, if approved, will conclude the Avon Class Action. The Plaintiffs and Defendants believe that the proposed settlement is fair and reasonable and in the best interests of the Class (defined below).

The Proposed Settlement must be approved by the Court before it is finalized. This notice describes the Proposed Settlement and the next steps.

You are a member of the Class (a "Class Member") and are entitled to participate in the proceeding if you fall within the following definition of "Class":

(a) All retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to January 20, 2022, and who were alive as of December 16, 2017; and

(b) All surviving spouses and dependent children of the persons described in (a).

Estates of Class Members are entitled to participate in the settlement. If you opted out of the Avon Class Action, you cannot participate in the settlement. Opting out means that you specifically asked not to be included in the Avon Class Action when it was certified.

MOTION FOR APPROVAL OF PROPOSED SETTLEMENT

The motion to approve the Proposed Settlement will be heard on **October 27, 2026 at 10:00 A.M. (EDT)**. The Court will also decide whether to approve the proposed protocol for the distribution of settlement funds and the request of Class Counsel for fees. Instructions for attending the hearing remotely by phone or video will be posted on the website of Class Counsel as soon as the Court provides the information.[1] Class Members may attend the hearing if they wish, but are not required to.

At the hearing, the Court will determine whether the terms of the Proposed Settlement are fair and reasonable and in the best interests of the Class. If the Court is satisfied that they are, then the Proposed Settlement will be approved. If the Proposed Settlement is approved, a further notice will be sent to let Class Members know that they can ask for money from the settlement, and payments will be distributed to eligible Class Members in the months after the settlement approval.

If you are a Class Member and you object to the terms of the Proposed Settlement, the proposed protocol for the distribution of settlement funds, or Class Counsel's fees, you are entitled to file a written objection with the Court. Your objection must be sent to Class Counsel by October 20, 2026 using the contact information listed on the last page of this notice. Class Counsel will file all submissions with the Court in advance of the hearing.

The written submissions should include:

- Your name, address, and phone number;
- A brief statement of the reasons for your objection; and
- Whether you plan to appear at the settlement approval hearing on October 27, 2026.

TERMS OF THE PROPOSED SETTLEMENT

The detailed terms of the Proposed Settlement are set out in the Settlement Agreement between the parties. This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

You can obtain a copy of the Settlement Agreement at goldblattpartners.com or by contacting Class Counsel (see contact information below).

Pursuant to the settlement, the Defendants will pay the all-inclusive amount of $3,250,000 (the "**Settlement Amount**"), in exchange for, among other things, a full and final release of the claims against the Defendants. The Settlement Amount with accrued interest totals $3,266,100 (the "**Settlement Fund**").

Subject to the Court's approval, payments will be made from the Settlement Fund for Class Counsel Fees (described below), disbursements, and a levy to the Class Proceedings Fund. There will also be holdbacks for administrative expenses and taxes. The remaining amount (the "**Net**

[1] https://goldblattpartners.com/experience/class-action-cases/post/crawley-v-avon-canada-inc/

Settlement Fund") will be distributed to Class Members through a claims process overseen by a Claims Administrator, Verita Global. It is estimated that the Net Settlement Fund will be approximately $2,065,950.

MAKING A CLAIM

If the Court approves the Proposed Settlement, there will be a process to make a claim for payment from the Net Settlement Fund (the "**Distribution Protocol**"). The process is summarized briefly here. However, Class Counsel will send a further notice with more details about the Distribution Protocol if the Proposed Settlement is approved.

Class Counsel is proposing that the Net Settlement Fund be divided equally among retirees, surviving spouses and any dependent children who were in receipt of both the health and death benefit. For retirees, surviving spouses and any dependent children who were only in receipt of the death benefit, their compensation will be calculated at 40% of the compensation for a Class Member who was in receipt of both the health and death benefit. Estates of deceased Class Members will also be entitled to make a claim, so long as there is no surviving spouse of the Class Member and the Class Member deceased ***after*** January 1, 2020.

To be eligible to receive a payment under the Proposed Settlement, all Class Members will be required to confirm their name, contact information and method of payment in either a paper claim form or in an online claim form.

The class size is estimated to be 492 people, including estates.

By way of example, if the Net Settlement Fund was $2,065,950 after the deduction of all legal fees, levies and administration expenses, and 395 people claimed who had the death benefit and health benefit, and 15 people claimed who had only the death benefit, the following payments before withholding taxes would be allocated:

- Those with only the death benefit would each be allocated: $2,060.80
- Those with both the death benefit and health benefit would each be allocated: $5,152.00

You will receive payment by your choice of e-transfer or cheque.

If you previously opted out of the Avon Class Action, you are not entitled to participate in or receive any money from the Proposed Settlement.

LEGAL FEES

Pursuant to the Settlement Agreement, and subject to the Court's approval, Class Counsel (the lawyers for the Class Members) will receive legal fees of $650,000 plus HST and disbursements. This is consistent with the retainer agreement between the Plaintiffs and Class Counsel.

MORE INFORMATION AND CLASS COUNSEL

For more information, or if you have any questions, please contact Class Counsel at:

Goldblatt Partners LLP
Attention: Tara Sheppard
20 Dundas Street West, Suite 1039
Toronto, Ontario, M5G 2C2
Tel: 1-855-214-7557 (toll free)
Fax: 416-591-7333
Email: tsheppard@goldblattpartners.com

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.

CRAWLEY, et al.	**AVON CANADA INC., et al.**	Court File No.: CV-19-00632937-00CP
Plaintiffs	- and - Defendants	

TAB 5

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

ORDER
(NOTICE OF SETTLEMENT APPROVAL HEARING)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
Tel: 416-977-6070 / Fax: 416-591-7333

Jody Brown LS#58844D
Email: jbrown@goldblattpartners.com
Tel: 416-979-4251

Melanie Anderson LS#79238J
Email: manderson@goldblattpartners.com
Tel: 416-979-4386

Lawyers for the Plaintiffs

NOTICE OF SETTLEMENT APPROVAL HEARING

AVON POST-RETIREMENT BENEFITS CLASS ACTION

La version française de cet avis suivra après l'anglais.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this notice because you are a Class Member (defined below) in the Avon Class Action (defined below).

PURPOSE OF THIS NOTICE

A proposed settlement has been reached regarding the termination of post-retirement benefits for Avon Canada Inc. retirees, surviving spouses, and dependent children (the "**Proposed Settlement**"). The Proposed Settlement seeks to resolve a class action brought by Linda Crawley and Judy Bradacs (the "**Plaintiffs**") against Avon Canada Inc. and New Avon LLC (the "**Defendants**") (the "**Avon Class Action**", bearing Court File No. CV-19-00632937-00CP). Generally, the Plaintiffs in the Avon Class Action alleged that the Defendants' termination of certain post-retirement benefits in January 2020 breached the Defendants' contracts with Class Members (defined below), or, in the alternative, resulted in unjust enrichment of the Defendants. Goldblatt Partners LLP represents the Class (defined below) ("**Class Counsel**").

The Avon Class Action does not pertain to the Avon Canada Inc. registered pension plan.

Following a mediation in December 2025, the Plaintiffs and Defendants reached an agreement to settle the Avon Class Action, subject to the Court's approval. The Proposed Settlement is not an admission of liability by the Defendants. The Proposed Settlement, if approved, will conclude the Avon Class Action. The Plaintiffs and Defendants believe that the proposed settlement is fair and reasonable and in the best interests of the Class (defined below).

The Proposed Settlement must be approved by the Court before it is finalized. This notice describes the Proposed Settlement and the next steps.

You are a member of the Class (a "Class Member") and are entitled to participate in the proceeding if you fall within the following definition of "Class":

(a) All retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to January 20, 2022, and who were alive as of December 16, 2017; and

(b) All surviving spouses and dependent children of the persons described in (a).

Estates of Class Members are entitled to participate in the settlement. If you opted out of the Avon Class Action, you cannot participate in the settlement. Opting out means that you specifically asked not to be included in the Avon Class Action when it was certified.

MOTION FOR APPROVAL OF PROPOSED SETTLEMENT

The motion to approve the Proposed Settlement will be heard on **October 27, 2026, at 10:00 A.M. (EDT)**. The Court will also decide whether to approve the proposed protocol for the distribution of settlement funds and the request of Class Counsel for fees. Instructions for attending the hearing remotely by phone or video will be posted on the website of Class Counsel, https://goldblattpartners.com/experience/class-action-cases/post/crawley-v-avon-canada-inc/, as soon as the Court provides the information. Class Members may attend the hearing if they wish, but are not required to.

At the hearing, the Court will determine whether the terms of the Proposed Settlement are fair and reasonable and in the best interests of the Class. If the Court is satisfied that they are, then the Proposed Settlement will be approved. If the Proposed Settlement is approved, a further notice will be sent to let Class Members know that they can ask for money from the settlement, and payments will be distributed to eligible Class Members in the months after the settlement approval.

If you are a Class Member and you object to the terms of the Proposed Settlement, the proposed protocol for the distribution of settlement funds, or Class Counsel's fees, you are entitled to file a written objection with the Court. Your objection must be sent to Class Counsel by October 20, 2026, using the contact information listed on the last page of this notice. Class Counsel will file all submissions with the Court in advance of the hearing.

The written submissions should include:

- Your name, address, and phone number;
- A brief statement of the reasons for your objection; and
- Whether you plan to appear at the settlement approval hearing on October 27, 2026.

TERMS OF THE PROPOSED SETTLEMENT

The detailed terms of the Proposed Settlement are set out in the Settlement Agreement between the parties. This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

You can obtain a copy of the Settlement Agreement at goldblattpartners.com or by contacting Class Counsel (see contact information below).

Pursuant to the settlement, the Defendants will pay the all-inclusive amount of $3,250,000 (the "**Settlement Amount**") in exchange for, among other things, a full and final release of the claims against the Defendants. The Settlement Amount with accrued interest totals $3,266,100 (the "**Settlement Fund**").

Subject to the Court's approval, payments will be made from the Settlement Fund for Class Counsel Fees (described below), disbursements, and a levy to the Class Proceedings Fund. There will also be holdbacks for administrative expenses and taxes. The remaining amount (the "**Net Settlement Fund**") will be distributed to Class Members through a claims process overseen by a Claims Administrator, Verita Global. It is estimated that the Net Settlement Fund will be approximately $2,065,950.

MAKING A CLAIM

If the Court approves the Proposed Settlement, there will be a process to make a claim for payment from the Net Settlement Fund (the "**Distribution Protocol**"). The process is summarized briefly here. However, Class Counsel will send a further notice with more details about the Distribution Protocol if the Proposed Settlement is approved.

Class Counsel is proposing that the Net Settlement Fund be divided equally among retirees, surviving spouses and any dependent children who were in receipt of both the health and death benefit. For retirees, surviving spouses and any dependent children who were only in receipt of the death benefit, their compensation will be calculated at 40% of the compensation for a Class Member who was in receipt of both the health and death benefit. Estates of deceased Class Members will also be entitled to make a claim, so long as there is no surviving spouse of the Class Member and the Class Member deceased ***after*** January 1, 2020.

To be eligible to receive a payment under the Proposed Settlement, all Class Members will be required to confirm their name, contact information and method of payment in either a paper claim form or in an online claim form.

The Class size is estimated to be 492 people, including estates.

By way of example, if the Net Settlement Fund was $2,065,950 after the deduction of all legal fees, levies and administration expenses, and 395 people claimed who had the death benefit and health benefit, and 15 people claimed who had only the death benefit, the following payments before withholding taxes would be allocated:

- Those with only the death benefit would each be allocated: $2,060.80
- Those with both the death benefit and health benefit would each be allocated: $5,152.00

You will receive payment by your choice of e-transfer or cheque.

If you previously opted out of the Avon Class Action, you are not entitled to participate in or receive any money from the Proposed Settlement.

LEGAL FEES

Pursuant to the Settlement Agreement, and subject to the Court's approval, Class Counsel (the lawyers for the Class Members) will receive legal fees of $650,000 plus HST and disbursements. This is consistent with the retainer agreement between the Plaintiffs and Class Counsel.

MORE INFORMATION AND CLASS COUNSEL

For more information, or if you have any questions, please contact Class Counsel at:

Goldblatt Partners LLP
Attention: Tara Sheppard
20 Dundas Street West, Suite 1039
Toronto, Ontario, M5G 2C2
Tel.: 1-855-214-7557 (toll-free)
Fax: 416-591-7333
Email: tsheppard@goldblattpartners.com

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.

AVIS D'AUDIENCE D'APPROBATION D'UN RÈGLEMENT

ACTION COLLECTIVE AVON CONCERNANT LES AVANTAGES POST-RETRAITE

LE PRÉSENT AVIS PEUT AVOIR UNE INCIDENCE SUR VOS DROITS.
VEUILLEZ LE LIRE ATTENTIVEMENT.

Vous recevez le présent avis à titre de membre du groupe (au sens attribué à ce terme ci-après) dans l'action collective Avon (aussi défini ci-après).

OBJET DU PRÉSENT AVIS

Un règlement proposé a été conclu au sujet de la fin des avantages post-retraite des retraités d'Avon Canada Inc., de leurs conjoints survivants et de leurs enfants à charge (le « **règlement proposé** »). Le règlement proposé vise à résoudre une action collective intenté par Linda Crawley et Judy Bradacs (les « **demanderesses** ») Avon Canada Inc. et New Avon LLC (les « **défenderesses** ») (l'« **action collective Avon** », portant le numéro de dossier CV-19-00632937-00CP à la Cour). En somme, les demanderesses allèguent que la cessation par les défenderesses de certains avantages post-retraite en janvier 2020 contrevient aux contrats signés par ces dernières avec les membres du groupe (au sens attribué à ce terme ci-après), ou, subsidiairement, qu'elle a mené à l'enrichissement injustifié des défenderesses. Le cabinet d'avocats Goldblatt Partners LLP représente le groupe (au sens attribué à ce terme ci-après) (les « **avocats du groupe** »).

L'action collective Avon ne concerne pas le régime de retraite agréé d'Avon Canada Inc.

À la suite d'une médiation en décembre 2025, les demanderesses et les défenderesses ont conclu une entente afin de conclure l'action collective Avon, sujet à l'approbation de la Cour. Le règlement proposé ne constitue pas un aveu de responsabilité de la part des défenderesses. Le règlement proposé, si approuvé, conclura l'action collective Avon. Les demanderesses et les défenderesses sont d'avis que le règlement proposé est juste et raisonnable et qu'il est dans le meilleur intérêt du groupe (au sens attribué à ce terme ci-après).

Le règlement proposé doit être approuvé par la Cour avant d'être finalisé. Le présent avis résume le règlement proposé et explique les prochaines étapes.

Vous êtes membre du groupe (un « membre du groupe ») et avez le droit de participer à l'instance si vous répondez à la définition suivante de « groupe » :

(a) Tous les retraités d'Avon Canada Inc. qui, au moment de leur retraite, avait au moins 55 ans et comptait au moins 15 années de service décomptées au titre du régime de retraite pour les employés d'Avon Canada Inc., ou qui recevaient par ailleurs des avantages post-retraite, jusqu'au 20 janvier 2022, et qui étaient en vie au 16 décembre 2017 ; et

(b) Tous les conjoints survivants et enfants à charge des personnes décrites en (a).

Les successions de membres du groupe sont autorisées à participer au règlement. Si vous vous êtes exclu de l'action collective Avon, vous ne pouvez pas participer au règlement. S'exclure signifie que vous avez expressément demandé à ne pas être inclus dans le recours lorsqu'il a été certifié.

MOTION VISANT L'APPROBATION DU RÈGLEMENT PROPOSÉ

La motion visant l'approbation du règlement proposé sera entendue le **27 octobre 2026 à 10 h (HE)**. La Cour décidera également si elle approuve ou non le protocole de distribution des fonds du règlement et la demande d'honoraires des avocats du groupe. Des instructions pour la participation virtuelle à l'audience, par téléphone ou par vidéo, seront publiées sur le site Web des avocats du groupe, https://goldblattpartners.com/fr/experience/class-action-cases/post/crawley-c-avon-canada-inc/ dès que la Cour les transmettra. Les membres du groupe peuvent assister à l'audience s'ils le souhaitent, mais n'y sont pas tenus.

À l'audience, la Cour déterminera si les modalités du règlement proposé sont justes et raisonnables et si elles sont dans le meilleur intérêt du groupe. Si la Cour estime que c'est le cas, elle approuvera le règlement proposé. Si le règlement proposé est approuvé, un autre avis sera envoyé pour informer les membres du groupe de leur droit de réclamer une partie du fonds de règlement, et les paiements seront effectués aux membres du groupe admissibles dans les mois suivant l'approbation.

Si vous êtes membre du groupe et que vous vous opposez aux modalités du règlement proposé, au projet de protocole de distribution des fonds du règlement ou aux honoraires des avocats du groupe, vous pouvez soumettre une opposition écrite à la Cour. Votre opposition doit être envoyée aux avocats du groupe au plus tard le 20 octobre 2026, aux coordonnées indiquées à la dernière page du présent avis. Les avocats du groupe les remettront à la Cour avant l'audience.

Dans vos soumissions écrites, vous devez indiquer :

- Votre nom, votre adresse et votre numéro de téléphone ;
- Une brève description des motifs de votre opposition ; et
- Si vous prévoyez assister à l'audience d'approbation du règlement le 27 octobre 2026.

MODALITÉS DU RÈGLEMENT PROPOSÉ

Les modalités détaillées du règlement proposé sont indiquées dans l'entente de règlement entre les parties. Le présent avis contient un résumé de certaines des modalités de l'entente de règlement. En cas de conflit entre le présent avis et l'entente de règlement, les modalités de l'entente de règlement prévaudront.

Vous pouvez obtenir un exemplaire de l'entente de règlement sur le site goldblattpartners.com ou en communiquant avec les avocats du groupe (voir les coordonnées ci-après).

Selon le règlement, les défenderesses paieront la somme globale de 3 250 000 $ (le « **montant du règlement** »), en contrepartie, entre autres choses, d'une quittance entière et définitive pour les réclamations faites contre les défenderesses. Le montant du règlement majoré des intérêts courus s'élève à 3 266 100 $ (les « **fonds du règlement** »).

Sujet à l'approbation de la Cour, des sommes seront prélevées des fonds du règlement pour payer les honoraires des avocats du groupe (décrits ci-après) et leurs débours, de même qu'une cotisation au Fonds d'aide aux action collectives. Des charges administratives et des taxes seront également retenues. Le solde (les « **fonds du règlement net** ») sera distribué aux membres du groupe dans le cadre d'un processus de traitement des réclamations supervisé par un administrateur des réclamations, Verita Global. Il est estimé que les fonds du règlement net devraient s'élever à environ 2 065 950 $.

SOUMETTRE UNE RÉCLAMATION

Si la Cour approuve le règlement proposé, un processus permettra de réclamer une indemnité prélevée sur les fonds du règlement net (le « **protocole de distribution** »). Le processus est résumé ici. Cependant les avocats du groupe enverront un autre avis comportant plus de détails au sujet du protocole de distribution si le règlement proposé est approuvé.

Les avocats du groupe proposent que le fonds de règlement net soit réparti de façon égale entre les retraités, les conjoints survivants et les enfants à charge qui recevaient à la fois les prestations de maladie et de décès. Pour les retraités, les conjoints survivants et les enfants à charge qui ne recevaient que la prestation de décès, l'indemnité correspondra à 40 % de celle d'un membre du groupe qui recevait à la fois les prestations de maladie et de décès. Les successions de membres du groupe décédés pourront aussi présenter une réclamation, à condition que le membre n'ait pas de conjoint survivant et que le membre soit décédé ***après*** le 1er janvier 2020.

Pour être admissibles à une indemnité au titre du règlement proposé, les membres du groupe doivent confirmer leur nom, leurs coordonnées et leur mode de paiement dans un formulaire de réclamation papier ou un formulaire de réclamation en ligne.

On estime que le groupe est composé de 492 personnes, y compris les successions.

Par exemple, si les fonds du règlement net sont de 2 065 950 $ après la déduction des honoraires, des cotisations et des frais d'administration, et que 395 personnes qui recevaient les prestations de maladie et de décès et 15 personnes qui ne recevaient que la prestation de décès soumettent une réclamation, les indemnités suivantes (avant retenues d'impôt) seraient versées :

- Chaque personne qui ne recevait que la prestation de décès recevrait 2 060,80 $
- Chaque personne qui recevait la prestation de décès et la prestation de maladie recevrait 5 152,00 $

Vous pouvez choisir de recevoir votre indemnité par virement électronique ou par chèque.

Si vous vous êtes exclu de l'action collective Avon, vous ne pouvez pas participer ou recevoir une indemnité de l'entente de règlement.

HONORAIRES DES AVOCATS

Aux termes de l'entente de règlement, et sujet à l'approbation de la Cour, les avocats du groupe (les avocats représentant les membres du groupe) recevront des honoraires de 650 000 $, auxquels s'ajoutent la TVH et les débours. Ces honoraires sont conformes au mandat de représentation entre les demanderesses et les avocats du groupe.

RENSEIGNEMENTS SUPPLÉMENTAIRES ET AVOCATS DU GROUPE

Si vous avez besoin de renseignements supplémentaires ou si vous avez des questions, veuillez communiquer avec les avocats du groupe :

Goldblatt Partners LLP
À l'attention de : Tara Sheppard
20, rue Dundas Ouest, bureau 1039
Toronto (Ontario) M5G 2C2
Tél. : 1-855-214-7557 (sans frais)
Téléc. : 416-591-7333
Courriel : tsheppard@goldblattpartners.com

LE PRÉSENT AVIS A ÉTÉ APPROUVÉ PAR
LA COUR SUPÉRIEURE DE JUSTICE DE L'ONTARIO.

This is **Exhibit "B"** referred to in the Affidavit of Karizma DeFreitas-Barnes affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



_____

A Commissioner for taking affidavits etc., or as may be

From: Cora-Lee Chatigny
To: Jody Brown
Cc: Melanie Anderson; Tara Sheppard; Tom Ristic; Brett Parker
Subject: RE: Avon Notice
Date: October 1, 2026 1:17:00 PM
Attachments: image002.png

Hi Jody,

I confirm that the email blast went live yesterday at 5h PM EST. As for the mail notices, they were dropped for delivery with Canada Post however due to yesterday being a holiday to Canada Post the mail will only be in circulation today.

We do not yet have a bounce back report but expect that we will have it sometime early next week and will share it with you as soon as possible.

Best Regards,

Cora-Lee Chatigny (she/her)
Bilingual Project Manager
Settlement Administration
Lee.chatigny@veritaglobal.com
_____

Verita
veritaglobal.com

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Français: Les informations contenues dans ce courriel et toutes les pièces jointes sont pour l'usage exclusif du destinataire prévu et peut contenir des renseignements privilégiés ou confidentiels. La livraison à d'autres destinataires autre que celui prévu ne sera pas réputé renoncer à tout privilège. Toute utilisation non autorisée, la divulgation, la copie ou la distribution de ce message ou de cette pièce jointe sont strictement interdit. Si vous croyez avoir reçu ce courriel par erreur, veuillez communiquer avec l'expéditeur immédiatement et supprimez le courriel et toutes ses pièces jointes.

From: Jody Brown <jbrown@goldblattpartners.com>
Sent: Thursday, October 1, 2026 1:11 PM
To: Cora-Lee Chatigny <lee.chatigny@veritaglobal.com>
Cc: Melanie Anderson <manderson@goldblattpartners.com>; Tara Sheppard <tsheppard@goldblattpartners.com>
Subject: Avon Notice

Can you confirm notice was distributed and how many bounce backs for emails were received?

Thanks

Jody Brown
T 416.979.4251
C 416.453.9050
F 416.591.7333
E jbrown@goldblattpartners.com
-

GOLDBLATT PARTNERS

20 Dundas Street W., Suite 1039
Toronto ON M5G 2C2
www.goldblattpartners.com

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This is **Exhibit "C"** referred to in the Affidavit of Karizma DeFreitas-Barnes affirmed remotely before me this 20th day of October 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits etc., or as may be

From: Cora-Lee Chatigny
To: Melanie Anderson; Jody Brown
Cc: Tara Sheppard; Tom Ristic; Brett Parker
Subject: RE: Avon Notice
Date: October 16, 2026 1:08:54 PM
Attachments: image001.png

Hello Melanie,

Thank you for following up on this, below are the numbers for the notice email blast and mailing. All records provided had a mailing address and 154 of the total records also had an email address to who we sent the notice both by mail and email.

Total records with emails: 154
Invalid emails: 1
Duplicate emails: 7
Total emailed Notices sent: 146
Emails delivered: 105
Emails bounced: 41

Total records with mailing address: 539
Invalid/incomplete mailing address: 0
Total Mailed Notices sent: 539
Returned Undeliverable Mail: 0

If there is any other information you would like from this notice distribution, please let me know and I will investigate further.

Best Regards,

Cora-Lee Chatigny (she/her)
Bilingual Project Manager
Settlement Administration
Lee.chatigny@veritaglobal.com
_____

Verita
veritaglobal.com



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From: Melanie Anderson <manderson@goldblattpartners.com>
Sent: Friday, October 16, 2026 10:56 AM
To: Cora-Lee Chatigny <lee.chatigny@veritaglobal.com>; Jody Brown <jbrown@goldblattpartners.com>
Cc: Tara Sheppard <tsheppard@goldblattpartners.com>; Tom Ristic <tristic@veritaglobal.com>; Brett Parker <bparker@veritaglobal.com>

Subject: RE: Avon Notice

> Some people who received this message don't often get email from manderson@goldblattpartners.com. Learn why this is important

Good morning, Cora-Lee,

I am following up with respect to the bounce back report.

Thank you,
Melanie

From: Cora-Lee Chatigny <lee.chatigny@veritaglobal.com>
Sent: October 1, 2026 1:17 PM
To: Jody Brown <jbrown@goldblattpartners.com>
Cc: Melanie Anderson <manderson@goldblattpartners.com>; Tara Sheppard <tsheppard@goldblattpartners.com>; Tom Ristic <tristic@veritaglobal.com>; Brett Parker <bparker@veritaglobal.com>
Subject: RE: Avon Notice

Hi Jody,

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Best Regards,

Cora-Lee Chatigny (she/her)
Bilingual Project Manager
Settlement Administration
Lee.chatigny@veritaglobal.com
_____

Verita
veritaglobal.com



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From: Jody Brown <jbrown@goldblattpartners.com>
Sent: Thursday, October 1, 2026 1:11 PM
To: Cora-Lee Chatigny <lee.chatigny@veritaglobal.com>
Cc: Melanie Anderson <manderson@goldblattpartners.com>; Tara Sheppard <tsheppard@goldblattpartners.com>

Subject: Avon Notice

Can you confirm notice was distributed and how many bounce backs for emails were received?

Thanks

Jody Brown
T 416.979.4251
C 416.453.9050
F 416.591.7333
E jbrown@goldblattpartners.com

20 Dundas Street W., Suite 1039
Toronto ON M5G 2C2
www.goldblattpartners.com

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CRAWLEY, et al.	- and -	**AVON CANADA INC., et al.**
Plaintiffs		Defendants

Court File No.: CV-19-00632937-00CP

TAB 5

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

AFFIDAVIT OF KARIZMA DEFREITAS-BARNES
(Affirmed October 20, 2026)

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
Tel: 416-977-6070 / Fax: 416-591-7333

Jody Brown LS#58844D
Email: jbrown@goldblattpartners.com
Tel: 416-979-4251

Melanie Anderson LS#79238J
Email: manderson@goldblattpartners.com
Tel: 416-979-4386

Lawyers for the Plaintiffs

323

CRAWLEY, et al.	- and - **AVON CANADA INC., et al.**	Court File No.: CV-19-00632937-00CP
Plaintiffs	Defendants	

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

MOTION RECORD OF THE PLAINTIFFS

GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2
Tel: 416-977-6070 / Fax: 416-591-7333

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