

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between plaintiff Miray Atamian, individually, and in her representative capacity on behalf of all others similarly situated (“*Plaintiff*”), on the one hand, and defendants Olaplex, Inc. and Olaplex Holdings, Inc. (“*Olaplex*” or “*Defendants*”), on the other (collectively, the “*Parties*” or, singularly, a “*Party*”).

### RECITALS

A. On January 4, 2023, Plaintiff’s counsel Abbas Kazerounian, Esq. of the Kazerouni Law Group, APC sent a demand letter (the “*Demand Letter*”) to Olaplex on behalf of Plaintiff and all others similarly situated within the State of California. In the Demand, Plaintiff’s counsel asserted that Olaplex represented on packaging and advertising for certain of its products that they were “Made in USA,” when in fact they contained foreign-made ingredients. Plaintiff asserted that the products at issue included Olaplex’s Hair Perfector No. 3 she claimed to have purchased from Amazon.com, as well as several other products that she claims were substantially similar. Plaintiff’s counsel asserted that such representations and/or omissions are false and misleading in violation of California’s Consumer Legal Remedies Act or “CLRA” (Cal. Civ. Code §§ 1750, *et seq.*), California’s Made in USA (“MIUSA”) Statute (Cal. Bus. & Prof. Code § 17533.7), California’s Unfair Competition Law or “UCL” (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), and California’s False Advertising Law or “FAL” (Cal. Bus. & Prof. Code § 17500, *et seq.*). Plaintiff’s counsel demanded that (1) Olaplex cease and desist from the continued sale of the products Plaintiff claimed were misrepresented as Made in the USA, (2) initiate a corrective advertising campaign, (3) initiate a recall with offer to refund the purchase price of allegedly misrepresented Olaplex products, and (4) pay reasonable attorneys’ fees and costs. Olaplex has denied, and continues to deny, each of the foregoing assertions.

B. On June 28, 2023, and July 3, 2023, Plaintiff and Olaplex (the “*Parties*”) participated in private mediation (“*Mediation*”) before Robert Meyer, Esq. of JAMS.

C. The extensive arm’s-length negotiations at the Mediation resulted in an agreement in principle resolving all claims in the Litigation (defined below) on a class-wide basis in the United States.

D. Under the terms of the settlement (“*Settlement*”), Plaintiff will file a Class Action Complaint (“*Complaint*”) in San Diego Superior Court on behalf of herself and a putative class in the lawsuit styled as *Miray Atamian, individually and on behalf of others similarly situated, Plaintiff, v. Olaplex, Inc. and Olaplex Holdings, Inc. Defendants* (the “*Action*”) (the Demand, Complaint and Action are referred to collectively as the “*Litigation*”).

E. Plaintiff defines the products at issue in the Complaint as “any of Defendant’s products that are and labeled as ‘Made in U.S.A.’ or some derivative thereof” (the “*Products*”).

F. Pursuant to the parties’ agreement, Plaintiff will ask the Court to conditionally certify a settlement class (for settlement purposes only) (“*Settlement Class*”), appoint her as settlement class representative (“*Class Representative*”), and appoint her attorneys Kazerouni Law Group, APC as settlement class counsel (“*Class Counsel*”) in this case.

**G.** Based on their investigation in the Litigation, including informal discovery from Olaplex pre-mediation, anticipated confirmatory discovery, and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class and in the best interest of the Settlement Class.

**H.** Plaintiff and Class Counsel believe that the claims asserted in the Complaint have merit. Olaplex has denied, and continues to deny, any and all allegations of wrongdoing alleged in the Action and believes the claims asserted by Plaintiff are without merit. Nonetheless, the Parties have concluded that the Litigation could be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and the benefits to be obtained under the proposed Settlement, and have considered the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either Plaintiff or Olaplex.

**I.** It is now the intention of the Parties, and the objective of this Settlement Agreement, to avoid the costs of trial and settle and dispose of, fully and completely, any and all claims and causes of action in the Action.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiff, the Class (defined below) and Olaplex, agree to the Settlement of the Action, subject to Court approval, under the following terms and conditions.

**1. DEFINITIONS.** In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this Section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

**1.1** As used herein, the term “**Action**” means the lawsuit styled *Miray Atamian, individually and on behalf of others similarly situated, Plaintiff, v. Olaplex, Inc. and Olaplex Holdings, Inc., Defendants*, to be filed in the Superior Court of California, County of San Diego.

**1.2** The term “**Claim**” means a request made by a Class Member in order to receive a Voucher pursuant to the procedures stated in Section 3.5.

**1.3** The term “**Claim Form**” means the form a Class Member must complete and submit to receive a Voucher under this Settlement Agreement. The Claim Form must be substantially similar to the form attached hereto as **Exhibit E**.

**1.4** The term “**Claim-in-Class Member**” means any Class Member who timely submits a complete and sufficient Claim Form and does not validly request exclusion from the Class.

**1.5** The term “**Claimant**” means any Class Member who submits a Claim Form under this Agreement.

**1.6** The term “*Claims Administrator*” means Simpluris or any other reputable vendor of Plaintiff’s choosing approved by the Court, and any successors to that entity, to administer the Notice, Claims, and Settlement relief distribution process provided for in the Settlement Agreement.

**1.7** The term “*Claims Administrator Costs*” means all costs incurred by the Claims Administrator, including the cost of providing Notice to the Class and administering the Settlement.

**1.8** The terms “*Class*” and “*Class Members*” mean all persons within the United States who bought one or more of Defendants’ Products that included “Made in USA” (or similar language) on the Product or packaging of the Product, as alleged in paragraph 77 of the Complaint. Excluded from the Class are: Defendants, as well as Defendants’ affiliates, employees, officers, and directors; the attorneys representing Defendants in this case; the judges and mediators to whom the Action is assigned; and all persons who validly request exclusion from (opt-out of) the Settlement.

**1.9** The term “*Class Period*” means: February 7, 2019, through the date that the Court enters a Preliminary Approval Order.

**1.10** The term “*Class Released Claims*” means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which Class Members have or may have, against the Released Parties, arising out of, or relating to, any of the acts, omissions or other conduct by Olaplex that has been, or could have been, alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action, in connection with Plaintiff’s claims that the Products were marketed, advertised or sold in the United States as “Made in USA” (or similar language). Excluded from the Class Released Claims are any claims for damage to property caused by the Products and claims for personal injury.

**1.11** The term “*Class Releasers*” means Plaintiff and all Class Members who do not timely and sufficiently request to be excluded from the Class and the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, spouses (to the extent spouses claim a community property interest), and personal representatives.

**1.12** The term “*Complaint*” means the Complaint Plaintiff will file in the Action, asserting claims on behalf of Plaintiff and the Class (using the same definition as Section 1.8 above) in connection with Olaplex’s alleged representation on packaging and advertising for certain of its products that they were “Made in USA” (or similar language), when they allegedly contained foreign-made ingredients.

**1.13** The term “*Court*” means the Superior Court of California for the County of San Diego.

**1.14** The terms “*Defendants*” and “*Olaplex*” means Olaplex, Inc. and Olaplex Holdings, Inc.

**1.15** The terms “*Defendants’ Counsel*” and “*Olaplex’s Counsel*” mean the law firm of Greenberg Traurig, LLP.

**1.16** The term “*Exclusion Form*” means a sample form that may be used by Class Members to request exclusion from the Settlement, which must be substantially similar to the form attached hereto as **Exhibit I**.

**1.17** The term “*Email Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Olaplex’s Counsel, and the Court, to be provided to Class Members via electronic mail pursuant to Section 3.3(b) below. The Email Notice must be substantially similar to the form attached hereto as **Exhibit A**.

**1.18** The term “*Fairness Hearing*” means the hearing(s) to be held by the Court in the Action to consider and determine whether the proposed Settlement, as contained in this Settlement Agreement, should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement contained in this Settlement Agreement should be entered.

**1.19** The terms “*Final Order*” and “*Order Granting Final Approval of Class Settlement*” mean the Court order granting final approval of the Settlement in the Action following the Fairness Hearing. The proposed Final Order that Plaintiff submits to the Court for approval must be substantially similar to the form attached hereto as **Exhibit G**.

**1.20** The term “*Final Settlement Date*” means two (2) court days after the Final Order and Judgment become “final.” For the purposes of this section, the Final Order and Judgment will become “final” on the date upon which either of the following events occurs: (i) if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed, the expiration of sixty-one (61) calendar days after notice of the entry of the Final Order and Judgment in the Action is served on the Parties; or (ii) in the event that an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded in favor of the Final Order and Judgment, any mandates have been returned to the Court, and the Final Order and Judgment, and the ruling on any objection thereto, are no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise.

**1.21** The term “*Website Notice*” means the full legal notice of the proposed Settlement terms, as approved by Class Counsel, Olaplex’s Counsel, and the Court, to be provided to Class Members on the Settlement Website pursuant to Section 3.3(a) below. The Website Notice must be substantially similar to the form of the Email Notice attached hereto as **Exhibit B**.

**1.22** The terms “*Judgment*” and “*Final Judgment*” mean a document labeled by the Court as such and that has the effect of a judgment. The proposed Judgment that Plaintiff will submit to the Court for entry must be substantially similar to the form attached hereto as **Exhibit H**.

**1.23** The term “*Named Plaintiff*” and “*Plaintiff*” means Miray Atamian in her individual capacity only.

**1.24** The term “*Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Olaplex’s Counsel, and the Court, to be provided to Class

Members, and includes Email Notice, Postcard Notice, Publication Notice, Website Notice, and notice through digital advertising.

**1.25** The terms “*Plaintiff’s Counsel*” and “*Class Counsel*” mean the law firm Kazerouni Law Group, APC, 245 Fisher Avenue, Unit D1, Costa Mesa, CA 92626.

**1.26** The term “*Postcard Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Olaplex’s Counsel, and the Court, to be provided to Class Members via a postcard-type notice pursuant to Section 3.3(e) below. The Postcard Notice must be substantially similar to the form attached hereto as **Exhibit D**.

**1.27** The terms “*Preliminary Approval Order*” or “*Preliminary Approval and Provisional Class Certification Order*” mean the order provisionally certifying the Class for Settlement purposes only, approving and directing Notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiff will submit to the Court for its approval must be substantially similar to the form attached hereto as **Exhibit F**.

**1.28** The terms “*Product*” or “*Products*” means any of Defendant’s products that are marketed, sold, advertised or labeled as “Made in U.S.A.,” or some derivative thereof, as alleged in the Complaint.

**1.29** The term “*Publication Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Olaplex’s Counsel, and the Court, to be provided to Class Members via publication as provided in paragraph 3.3(c) below. The text of the Publication Notice will be substantially similar to the form attached hereto as **Exhibit C**.

**1.30** The term “*Qualifying Purchase*” means a purchase of one or more Products within the United States during the Class Period, which was not returned by, or on behalf of, the purchaser.

**1.31** The term “*Released Parties*” means Olaplex, Inc. and Olaplex Holdings, Inc. and each of their direct or indirect parents, members, subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, agents, representatives, insurers, and all persons acting by, through, under, or in concert with it, or any of them.

**1.32** The term “*Response Deadline*” means the deadline by which Class Members must submit a Claim Form, deliver objections, or deliver requests for exclusion. The Response Deadline shall be no later than ninety (90) calendar days after issuance of the Class Notice.

**1.33** The term “*Settlement*” means the Settlement of the Action and Class Released Claims on the terms embodied in this Settlement Agreement.

**1.34** The term “*Settlement Website*” means the website that shall be created for Settlement administration purposes and administered by the Claims Administrator.

**1.35** The term “*Voucher*” or “*Vouchers*” means a voucher good for use on Olaplex’s e-commerce store, Olaplex.com, for five dollars (\$5.00) off a single purchase (no minimum purchase). Vouchers will be in the form of a unique code and will be delivered by the Settlement

Administrator to Claim-in-Class Members. Claim-in-Class Members may only use one Voucher per transaction. (The distribution of Vouchers to Participating Class Members is discussed below in Sections 2.1-2.2.) The Vouchers can be used only once and only at Olaplex.com. The Vouchers shall not be redeemable for cash, shall not be usable with other voucher or discount codes but may be combined with other offers on Olaplex.com (such as sales or other price reductions), and shall have no residual value if the amount redeemed is less than the Voucher amount. The Vouchers shall be void twelve (12) months after issuance. The Vouchers are provided separate and apart from any award of attorneys' fees costs to Plaintiff, an Individual Service Award, and Claims Administrator Costs.

## **2. SETTLEMENT TERMS.**

**2.1 Award to the Class.** Olaplex shall issue one (1) Voucher to each Claim-in-Class Member. Only one Claim Form is permitted per Class Member, regardless of the number of Products purchases during the Class Period.

**2.2 Distribution of Vouchers to Claim-in-Class Members.** If the Court approves the Settlement of this Action, the Claims Administrator shall distribute the Vouchers to the email address that Claim-in-Class Members designated on their Claim Form within thirty (30) calendar days of the Final Settlement Date. If no email address is provided on the Claim Form or the emailed voucher is determined by the Claims Administrator to be undeliverable, the Claims Administrator shall distribute the Vouchers to mailing addresses that Claim-in-Class Members designated on their Claim Form within sixty (60) calendar days of the Final Settlement Date. The commencement date of the Vouchers shall be on or about the date the Vouchers are emailed or mailed by the Claims Administrator, which commencement date shall not be prior to the Final Settlement Date.

**2.3 Attorneys' Fees, Costs, Individual Service Award, and Claims Administrator Costs.** The Parties acknowledge that Plaintiff must petition the Court for approval of any award to Plaintiff for attorneys' fees, costs, an Individual Service Award, and Claims Administrator Costs. The Parties agree that Plaintiff will not seek an award greater than one million three hundred fifty thousand dollars (\$1,350,000.00) total for attorneys' fees, litigation costs, Claims Administrator Costs, and an Individual Service Award. Olaplex agrees not to object to Plaintiff's request for up to a maximum payment of one million three hundred fifty thousand dollars (\$1,350,000.00). If the Court approves the Settlement of this Action and an award of attorneys' fees, costs, and an Individual Service Award, unless the Court orders a different timetable, Olaplex agrees to pay the amount approved by the Court to Class Counsel upon the occurrence of both of the following events: (i) the Final Settlement Date, and (ii) Class Counsel and/or the Claims Administrator's delivery to Olaplex of the relevant W-9 Form(s). Unless the Court orders a different timetable, any such payment for Claims Administrator Costs shall be made by fourteen (14) calendar days after the occurrence of the later of these events and shall be made to the Claims Administrator approved by the Court. Further, unless the Court orders a different timetable, any such payment for attorney's fees, litigation costs, and Individual Service Award shall be made by fourteen (14) calendar days after the occurrence of the later of these events and shall be made to the law firm of Kazerouni Law Group, APC. Kazerouni Law Group, APC shall have control over, and responsibility to distribute, any payment of fees and costs to any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Action. Kazerouni Law Group, APC shall also have control over, and responsibility

to distribute, any payment of an Individual Service Award to Named Plaintiff. No interest shall be paid on the attorneys' fees, costs and Individual Service Award.

**2.4 Individual Service Award to Named Plaintiff.** The Parties acknowledge that Named Plaintiff must petition the Court for approval of any award to Named Plaintiff for a service award (the "*Individual Service Award*"). Subject to Section 2.3, Olaplex agrees not to object to Named Plaintiff's request for an Individual Service Award. Named Plaintiff may seek up to five thousand dollars (\$5,000) as an Individual Service Award.

**2.5 Reduction in Named Plaintiff's Individual Service Award or Class Counsel's Attorneys' Fees and Costs.** Named Plaintiff's Individual Service Award and Class Counsel's attorneys' fees and costs are to be paid separate and apart from the award to the Class. A reduction by the Court or by an appellate court of either shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

**2.6 Confirmatory Discovery.** Within thirty (30) calendar days of receipt of Plaintiff's written confirmatory discovery requests following full execution of this Settlement Agreement, Olaplex will provide confidential confirmatory written discovery to Plaintiff that shall include the following: **(i)** a list of all Olaplex Products covered by this Settlement; **(ii)** the average manufacturer's suggested retail price of each such Product during the 2023 calendar year; **(iii)** a reasonable estimate of the number of units of the Products sold between February 7, 2019 and the date of full execution of the Settlement Agreement; **(iv)** the net sales for the Products sold between February 7, 2019 and the date of full execution of the Settlement Agreement; **(v)** information pertaining to how many email and mailing addresses Olaplex has for the Class Members as of the date of full execution of the Settlement Agreement; **(vi)** information pertaining to the time period(s) that Olaplex used the phrase "Made In USA" (or similar language) as it relates to the Products; and **(vii)** confirmation that Olaplex Holdings, Inc. owns Olaplex, Inc. Also, Olaplex shall provide a signed affidavit under oath from Olaplex's corporate representative within twenty-one (21) calendar days of the date of the Preliminary Approval Order with the purpose of confirming data provided by Olaplex that is limited to the seven categories mentioned above.

**2.7 No Tax Liability.** Under no circumstances will Olaplex or Olaplex's Counsel have any liability for taxes or tax expenses under this Settlement Agreement. Named Plaintiff and/or Class Counsel are responsible for any taxes on any recovery or award. Nothing in this Settlement Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by Olaplex or Olaplex's Counsel.

**2.8 Release as to All Class Members.** Effective immediately upon the Final Order and Judgment becoming final (as described in Section 1.18-1.19 above), Class Releasers, and each of them, hereby waive and fully, finally and forever release and discharge any and all Class Released Claims against all Released Parties, and each of them.

**2.9 Release by Defendants and Additional Release By Named Plaintiff.** In addition to the releases made by the Class Members set forth in Section 2.8 above, and in exchange for the consideration provided to Named Plaintiff in this Agreement (including the Individual Service Award) and the Release by Named Plaintiff, effective immediately upon the Final Order and Judgment becoming final (as described in Section 1.22 above), Defendants and Named



Plaintiff (excluding all other members of the Settlement Class) each expressly waives and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Defendants and Named Plaintiff fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Named Plaintiff and Defendants to be true, and expressly accepts and assumes the risk of this possible difference in facts and agrees that the Settlement Agreement will remain effective despite any difference in facts. Further, Defendants and Named Plaintiff agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

**2.10 No Admission of Liability or Wrongdoing.** This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. This Settlement Agreement's constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as, or deemed to be, evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting Class certification) by any person, including Olaplex, and shall not be offered or received in evidence, or requested in discovery in this Action, or any other action or proceeding, as evidence of an admission or concession. Olaplex has denied, and continues to deny, each of the claims and contentions alleged by Plaintiff and Class Counsel in the Action. Olaplex has repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

### **3. CLASS SETTLEMENT PROCEDURES.**

**3.1 Cooperation to Obtain Court Approval.** The Parties will jointly take all reasonable steps necessary to secure the Court's Approval of the Settlement and this Settlement Agreement.

**3.2 Preliminary Approval and Provisional Class Certification.** Plaintiff shall file her motion for preliminary approval of the Settlement Agreement as soon as feasibly possible. The motion for preliminary approval of the Class Action Settlement and provisional Class certification shall request the Court to:

- (a) preliminarily approve this Settlement Agreement.
- (b) preliminarily approve the form, manner, and content of the Email Notice, Postcard Notice, Publication Notice, Website Notice, and Claim Form described in Sections 3.3 and 3.5 below, and attached hereto as **Exhibits A-D**, as well as the Claims



Administrator's notice plan set forth in the Declaration of the Claims Administrator to be filed in support of preliminary approval of the Settlement;

(c) set the date and time of the Fairness Hearing;

(d) provisionally certify the Class under California Rules of Court, rule 3.769(d), for Settlement purposes only;

(e) stay all proceedings in the Action against Olaplex until the Court renders a final decision on approval of the Settlement and sets a briefing schedule for the papers in support of the Final Order;

(f) conditionally appoint Named Plaintiff as the Class representative for Settlement purposes only; and

(g) conditionally appoint the law firm of Kazerouni Law Group, APC as Class Counsel for Settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order shall be substantially similar to the form attached hereto as **Exhibit F**. Class Counsel shall draft the motion papers and give Olaplex's Counsel drafts of the motion and proposed order for preliminary approval and provisional Class certification to review seven (7) court days before the motion's filing and service date/deadline unless otherwise agreed upon by the Parties. Olaplex shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order. The Parties agree that, pending the hearing on the contemplated motion for preliminary approval of the Settlement Agreement and provisional Class certification order: (i) if Olaplex has not already filed a responsive pleading, Olaplex shall have an extension of time to answer or otherwise respond to the Complaint in the Action, and; (ii) the Parties shall not propound further discovery. In the event the Court denies preliminary approval of the Settlement Agreement, the Parties agree they will meet and confer regarding when Olaplex's answer or other responsive pleading to the Complaint in the Action will be due, and a schedule for conducting discovery. Notwithstanding Section 3.2(g)(ii), after the Court issues the Preliminary Approval, Class Counsel may serve one or more subpoenas on Amazon.com, Inc. seeking contact information for Class Members who made a purchase of one or more of the Products on Amazon.com during the Class Period.

**3.3 Class Notice.** Subject to the Court entering the Preliminary Approval Order, the Parties agree that Class Counsel and its retained Claims Administrator will provide the Class with Notice of the proposed Settlement by the following methods:

(a) **Settlement Website.** The Claims Administrator will post the Website Notice on an Internet website ("Internet Posting") specifically created for the Settlement of this Action. The Website Notice shall be substantially similar to the form attached hereto as **Exhibit B**. The Internet Posting will also contain the Claim Form, instructions for valid exclusion requests, sample Exclusion Form, Complaint, Settlement Agreement, and Preliminary Approval Order, and a list of the Products covered by this Settlement. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees, and costs and an Individual Service Award, the Internet Posting will also include the motion for

attorneys' fees, costs and Individual Service Award. The Internet Posting shall be operative starting on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Internet Posting shall remain active at least until the Final Settlement Date.

**(b) Email Notice.** Using information available to it, Olaplex shall provide last known valid email addresses to the Claims Administrator for Olaplex's customers who may be Class Members. Also, any contact information for Class Members that Class Counsel is able to obtain from Amazon.com, Inc. shall also be used to provide Email Notice, except to the extent Amazon.com, Inc. agrees to provide its own reasonable notice to Class Members. The Claims Administrator will send Email Notice that will be substantially similar to the form attached hereto as **Exhibit A** and will provide the web address of the Internet Posting and an email and mailing address to contact the Claims Administrator. The Claims Administrator will provide the Email Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Parties will request the Court authorize the issuance of Email Notice under this Section to those Class Members who have previously opted out of receiving emails from Olaplex through any applicable loyalty program, advertisement, or otherwise, so as to ensure notice is provided. The Claims Administrator shall deploy digital targeted advertisements on Social Media directed towards bounced email addresses.

**(c) Publication Notice.** Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, the Claims Administrator will publish the Publication Notice in a quarter ( $\frac{1}{4}$ ) page advertisement of the Settlement in newspapers, which may include San Francisco Chronicle and San Diego Union Tribune, as decided in consultation with the Claims Administrator, to be published once a week for four (4) successive weeks. The text of the Publication Notice will be substantially similar to the form attached hereto as **Exhibit C**.

**(d) Internet Advertising Program.** Internet Advertising Program: No later than thirty (30) calendar days after entry of the Preliminary Approval Order, the Claims Administrator shall cause notice of the settlement to start to be provided through digital advertising, pursuant to the Claims Administrator's notice plan set forth in the Declaration of the Claims Administrator to be filed in support of preliminary approval of the Settlement. This advertising program, including the content of any advertising and the locations where it will be posted, shall be subject to Olaplex's prior approval.

**(e) Postcard Notice.** Using information available to it, Olaplex shall provide last known valid mailing addresses to the Claims Administrator for Olaplex's customers who may be Class Members. The Claims Administrator will send Postcard Notice that will be substantially similar to the form attached hereto as **Exhibit D** to Class Members for whom a valid email address is not known or determined by the Claims Administrator to be undeliverable. The Claims Administrator will provide the Postcard Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order, or within fourteen (14) days of the Claims Administrator's determination that the Email Notice was undeliverable, as may be applicable. The Postcard Notice shall include a Claim Form that may be returned by the Class Member, postage pre-paid by the Claims Administrator. The Parties will request the Court authorize the issuance of Postcard Notice under this Section

to those Class Members who have previously opted out of receiving mail from Olaplex through any applicable loyalty program, advertisement, or otherwise, so as to ensure notice is provided. The Claims Administrator will check the National Change of Address database prior to mailing notice and will conduct a skip-trace on returned Postcard Notice.

(f) **Reach.** The Parties agree that these methods of providing Notice are intended to reach at least seventy percent (70%) of the Class, and the Claims Administrator shall work to exceed that goal.

**3.4 Proof of Notice.** No later than ten (10) calendar days before the Fairness Hearing, Class Counsel and the Claims Administrator will serve upon Olaplex a declaration confirming that Notice to the Class has been provided in accordance with Section 3.3 of this Settlement Agreement.

**3.5 Claims Procedure.**

(a) **Claim-in-Class Members.** Class Members must submit a complete, valid, and sufficient Claim Form on or before the Response Deadline in order to be included in the distribution of the five dollar (\$5.00) Vouchers. The Claim Form shall require the Class Member to check a box to confirm as follows: “Between February 7, 2019 and [date of preliminary approval], I made one or more purchases of Olaplex products in part because they were advertised as Made in USA (or similar language). I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.” Class Members who submit a complete, valid and sufficient Claim Form and do not request to exclude himself or herself from the Settlement will receive via email a Voucher no later than sixty (60) calendar days after the Final Settlement Date. The Claim Form shall be substantially similar to the form attached hereto as **Exhibit E**. A sample Claim Form shall be available for download from the Settlement Website.

(b) **Date of Submission.** The Claim Form may be submitted electronically through the Settlement Website or by United States mail. The delivery date of a Claim Form is deemed to be the date the Claim Form is received by the Claims Administrator electronically through the Settlement Website, as evidenced by the electronic transmission receipt, or, if the Claim Form is submitted by the United States mail, the date the Claim Form is deposited in the United States Mail, as evidenced by the postmark.

**3.6 Right to Verify Claim Forms and to Prevent Duplicate and Fraudulent Claims.** The Claims Administrator shall review all submitted Claim Forms for completeness, legibility, validity, accuracy, and timeliness. The Claims Administrator shall employ adequate and reasonable procedures and standards to prevent the approval of duplicative and fraudulent Claims. The Claims Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Claims Administrator to: (i) verify that the information set forth in, or attached to, a Claim Form is accurate, and the Claimant is a Class Member; and (ii) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent. The parties shall have the right to review any information received or used by the Claims Administrator in evaluating Claim forms. The Claims Administrator’s decision, including the Claims Administrator’s decision regarding whether

a Claimant is a Class Member, and whether a Claim is valid and timely, whether a Claim is duplicative or fraudulent, shall be non-appealable, final, and binding upon the Parties and the Claimant. Notwithstanding the foregoing, the Court is the final arbiter regarding the validity and authenticity of submitted Claim Forms.

**3.7 Deficient Claims.** Any Claimant whose claim is deemed deficient will receive from the Claims Administrator by email or letter, within fourteen (14) days of the determination that the claim is deficient, a written explanation stating the reason(s) the claim was deemed deficient, including steps the Class Member can take to cure the deficiency, if possible. The Claimant receiving such notice will be allowed twenty-one (21) days from emailing or mailing to cure the deficiency, if possible. If the Class Member does not provide the materials identified in the Claims Administrator's email or letter, or fails to respond to the Claims Administrator's email or letter, the Claims Administrator will issue a Notice of Claim Denial.

**3.8 Right to Verify and Prevent Duplicate, Counterfeit and Fraudulent Vouchers.** Olaplex and/or the Claims Administrator may review any Voucher presented at Olaplex e-commerce site to determine whether it is valid and has not expired, and to prevent the use of duplicate, counterfeit, and fraudulent Vouchers. Olaplex and/or the Claims Administrator reserve the right to decline any Voucher that Olaplex and/or the Claims Administrator reasonably believes is invalid, has expired, is a duplicate, has already been used, is counterfeit, or is fraudulent. In the event that a Voucher is declined and the Claimant disputes the decision, Olaplex or, if the Claims Administrator declined the Voucher, the Claims Administrator, will meet in good faith in an attempt to resolve the dispute. Class Counsel may provide input for consideration by Olaplex and/or the Claims Administrator concerning any declined Voucher and participate in the conferral process.

**3.9 Objections.** Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.9 below, and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must provide the written objections to the Claims Administrator on or before the Response Deadline. The Claims Administrator shall promptly provide all written objections received to Class Counsel and Olaplex's Counsel. Class Counsel shall file with the Court a copy of all written objections no later than seven (7) calendar days before the filing date for Plaintiff's motion in support of the Final Order and Judgment

(a) The delivery date of any written objection is deemed to be the date the objection is deposited in the U.S. Mail, as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator.

(b) Any written objections must contain: (i) the name and case number of the Action; (ii) the Class Member's full name, address, telephone number (if any), and email address(es) he or she believes was used to make a Qualifying Purchase, if applicable; (iii) the words "Notice of Objection" or "Formal Objection"; (iv) in clear and concise terms, a statement of the positions(s) the objector wishes to assert, including the factual grounds for the written objection; (v) information sufficient to support the person's status as a Class Member (e.g., the date and location of his/her Qualifying Purchase(s) and description of item(s) purchased); (vi) the Class Member's signature and the date; and

(vii) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." The Court is the final arbiter regarding the validity and authenticity of submitted written Objections.

(c) Any Class Member who submits a written objection, as described in this section, has the option to, but is not required to, appear at the Fairness Hearing, either in person or through personal counsel, hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If an objecting Class Member (either with or without his or her attorney, or through his or her attorney acting on his or her behalf) intends to speak at the Fairness Hearing in support of the objection, the Class Member's objection must state this intention in a "Notice of Intention to Appear" served on the Claims Administrator, Class Counsel and Olaplex's Counsel no later than fifteen (15) calendar days before the Fairness Hearing. If the objecting Class Member intends to appear at the Fairness Hearing with or through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s)' name, address, phone number, email address, and the state bar(s) to which counsel is admitted in the Notice of Intention to Appear. If the objecting Class Member (or the Class Member's counsel) intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely objections, including Notices of Intention to Appear, may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorneys' fees and costs.

**3.10 Exclusion from the Class.** Class Members may elect not to be part of the Class and not to be bound by this Settlement Agreement. To make this election, a Class Member must send a signed letter or postcard to the Claims Administrator, postmarked no later than the Response Deadline, stating: (i) the name and case number of the Action; (ii) the full name, address, and telephone number of the person requesting exclusion (if any), as well as the email address(es) he or she believes was used to make a Qualifying Purchase, if applicable; and (iii) a statement that he or she does not wish to participate in the Settlement. No later than seven (7) calendar days before the filing date for Plaintiff's motion in support of the Final Order and Judgment, the Claims Administrator shall serve on Class Counsel and Olaplex's Counsel a list of Class Members who have timely and validly excluded themselves from the Class. Any Class Member who submits a timely request to be excluded from the Class and/or Settlement may not file an objection to the Settlement and will be deemed to have waived any rights or benefits under this Settlement Agreement. If a Class Member submits a request for exclusion and an objection, the request for exclusion shall control. Class Members may opt-out on an individual basis only; therefore, so-called "mass" or "class" opt-outs, whether filed by third parties on behalf of a "mass" or "class" of Class Members or multiple Class Members where no personal statement has been signed by each and every person who desires to request exclusion are not permitted. The Court is the final

arbitrator regarding the validity and authenticity of submitted requests to be excluded from the Settlement. A sample Exclusion Form is attached hereto as **Exhibit I**, and shall be made available for download from the Settlement Website.

**3.11 Final Order and Judgment.** Before the Fairness Hearing, Plaintiff shall apply for Court approval of a proposed Final Order and Judgment, substantially similar to the form attached hereto as **Exhibits G-H**. Class Counsel shall draft the motion papers. Olaplex shall be permitted, but is not required, to file its own brief or statement of non-opposition in support of the Final Order and Judgment. Subject to the Court's approval, the Final Order and Judgment shall, among other things:

- (a) finally approve the Settlement Agreement as fair, reasonable and adequate;
- (b) finally certify the Class for Settlement purposes only, pursuant to California Code of Civil Procedure § 382;
- (c) find that the Notice and the Notice dissemination methodology complied with the Settlement Agreement, California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California Constitution and United States Constitution;
- (d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Vouchers, payment of Plaintiff's Individual Service Award, and payment of Class Counsel's fees and costs;
- (e) incorporate the releases set forth in the Settlement Agreement;
- (f) separately issue the final Judgment pursuant to California Code of Civil Procedure § 904.1; and
- (g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, and/or enforcement of the Agreement and/or the Final Order and Judgment, and for any other necessary purpose, pursuant to California Rule of Court, rule 3.769(h).

**3.12 Judgment and Enforcement.** The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement. The Final Order and Judgment shall be promptly posted on the Settlement Website after they are issued by the Court.

#### **4. Nullification of Settlement Agreement.**

**4.1 Right to Revoke.** Olaplex or Named Plaintiff may terminate and withdraw from the Settlement at any time prior to the Fairness Hearing if: (i) the Court makes an order inconsistent with any of the material terms of this Settlement Agreement (except for an order reducing the Class Counsel's award of attorneys' fees and costs or the Individual Service Award); or (ii) any court following the signing of this Settlement Agreement, but before the Fairness Hearing, certifies, whether on a conditional basis or not, a class, collective, or representative action



involving a claim described in the Action by potential Class Members covered by this Settlement; or (iii) more than one thousand (1000) Class Members timely and validly opt out of the Settlement; or (iv) Olaplex or Named Plaintiff materially breaches the Settlement Agreement. The terminating Party must exercise the option to withdraw from and terminate the Settlement no later than twenty-one (21) days after becoming aware of the event prompting the termination, so long as that date is prior to the Final Settlement Date. In the event of withdrawal pursuant to Section 4.1(i), the Parties shall each be responsible for payment of fifty (50) percent of the reasonable Claims Administrator Costs incurred through the date of notice of termination. In the event of withdrawal pursuant to Section 4.1(ii) or 4.1(iii), Defendant shall be responsible for payment of reasonable Claims Administrator Costs incurred through the date of notice of termination. In the event of withdrawal pursuant to Section 4.1(iv), the non-breaching Party shall be responsible for payment of reasonable Claims Administrator Costs incurred through the date of notice of termination.

**4.2 Effect of Agreement if Settlement Is Not Approved.** This Settlement Agreement was entered into only for the purpose of Settlement. If any of the following events occur, then this Settlement Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective *positions status quo ante*, and as if this Settlement Agreement was never executed: (i) Olaplex or Named Plaintiff invokes its right to revoke pursuant to Section 4.1 above; (ii) the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties; (iii) the Court does not approve the Settlement or enter the Final Order and Judgment; (iv) an appellate court, on appeal, materially alters any of the terms of the Settlement, provided that a reduction of Attorneys' Fees, Costs and Individual Service Award shall not be deemed to be a material alternation; or (v) the Final Settlement Date does not occur for any reason. If any of the afore-described events occurs, then: (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Named Plaintiff as Class representative, and conditional appointment of Plaintiff's Counsel as Class Counsel; (b) the Action will revert to the status that existed before Named Plaintiff filed her motion for approval of the Preliminary Approval Order, without prejudice to any Party; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations or documentation will have any effect, or be admissible into evidence, for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Olaplex shall retain all its rights to object to the maintenance of the Action as a class action, and nothing in this Settlement Agreement, or other papers or proceedings related to the Settlement, shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

## **5. ADDITIONAL PROVISIONS.**

**5.1 Change of Time Periods.** All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class. However, notice of changes to time periods and dates following issuance of the Preliminary Approval Order shall be promptly included on the Settlement Website. Additionally, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall



be included, unless it is a Saturday, a Sunday or a federal or State of California legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal or State of California legal holiday.

**5.2 Fair, Adequate, and Reasonable Settlement.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after extensive negotiations, including two mediation sessions conducted with the assistance of JAMS Mediator Robert Meyer, Esq.

**5.3 Real Parties in Interest.** In executing this Settlement Agreement, the Parties warrant and represent that, except as provided herein, neither Class Released Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

**5.4 Voluntary Agreement.** This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

**5.5 Binding on Successors.** This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

**5.6 Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for, and in the preparation of, this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

**5.7 Authorization.** Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the Class Released Claims and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

**5.8 Entire Agreement.** This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

**5.9 Construction and Interpretation.** Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

**5.10 Headings and Formatting of Definitions.** The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret

this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**5.11 Exhibits.** The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

**5.12 Modifications and Amendments.** No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

**5.13 Governing Law.** This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

**5.14 Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

**5.15 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

**5.16 Execution Date.** This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**5.17 Continuing Jurisdiction.** On and after the Final Settlement Date, the Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

**5.18 Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement shall be treated as originals. Additionally, electronically executed copies of this Agreement through an e-signature service such as DocuSign shall be treated as originals.

**5.19 Recitals.** The Recitals are incorporated by this reference and are part of the Settlement Agreement.

**5.20 Inadmissibility.** This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that

class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Order and Judgment.

**5.21 No Conflict Intended.** Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

**5.22 Disposal of the Class List.** Within six (6) months after the Final Settlement Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4, all originals, copies, documents, transcriptions, iterations, or drafts of the contact information for Class Members or any portion thereof shall either be returned to Olaplex or destroyed by the Claims Administrator.

**5.23 Notices.** Any Notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party in connection therewith, shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Olaplex, to the attention of Olaplex Counsel, and if to Class Members, to the attention of Class Counsel on their behalf.

CLASS COUNSEL	OLAPLEX'S COUNSEL
Abbas Kazerounian, Esq. Jason A. Ibey, Esq. Kazerouni Law Group, APC 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626 Email: ak@kazlg.com jason@kazlg.com	Rob Herrington, Esq. Greg Nylén, Esq. Greenberg Traurig, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 Email: robert.herrington@gtlaw.com nyleng@gtlaw.com

**5.24 List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

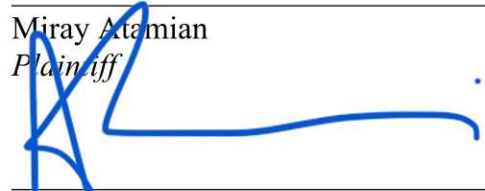
- Exhibit A: Email Notice
- Exhibit B: Website Notice
- Exhibit C: Publication Notice
- Exhibit D: Postcard Notice
- Exhibit E: Claim Form
- Exhibit F: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit G: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit H: [Proposed] Final Judgment
- Exhibit I: Sample Exclusion Form

(Signatures Below)

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Miray Attamian  
*Plaintiff*



Dated: 06/07/24

\_\_\_\_\_  
Abbas Kazerounian, Esq.  
*Class Counsel*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rob Herrington, Esq.  
*Defendants' Counsel*

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
*Authorized Representative of Defendant  
Olaplex, Inc.*


Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
*Authorized Representative of Defendant  
Olaplex Holdings, Inc.*

(Signatures Below)

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: 06/07/2024

  
\_\_\_\_\_  
Miray Atamian  
*Plaintiff*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Abbas Kazerounian, Esq.  
*Class Counsel*

Dated: 6/17/2024

  
\_\_\_\_\_  
Rob Herrington, Esq.  
*Defendants' Counsel*

Dated: 6/16/2024

John Duffy  
\_\_\_\_\_  
DocuSigned by:  
  
By: \_\_\_\_\_  
4D9583831B1D4EC...  
*Authorized Representative of Defendant  
Olaplex, Inc.*

Dated: 6/16/2024

John Duffy  
\_\_\_\_\_  
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By: \_\_\_\_\_  
4D9583831B1D4EC...  
*Authorized Representative of Defendant  
Olaplex Holdings, Inc.*