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County of San Diego  
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Clerk of the Superior Court  
By E. Schilawski ,Deputy Clerk

7 [Additional Counsel On Signature Page]

8 Attorneys for Plaintiff,  
9 Miray Atamian

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN DIEGO**

12 **MIRAY ATAMIAN, Individually and on**  
13 **behalf of all others similarly situated,**

14 **Plaintiff,**

15 v.

17 **OLAPLEX, INC.; and OLAPLEX**  
18 **HOLDINGS, INC.,**

19 **Defendants.**

Case No.: 37-2024-00018492-CU-BT-CTL

**[PROPOSED] FIRST AMENDED ORDER (1)**  
**CONDITIONALLY CERTIFYING A**  
**SETTLEMENT CLASS, (2)**  
**PRELIMINARILY APPROVING CLASS**  
**ACTION SETTLEMENT, (3) APPROVING**  
**NOTICE PLAN, AND (4) SCHEDULING**  
**FINAL APPROVAL HEARING**

**Judge: Marcella O. McLaughlin**  
**Dept.: C-72**

**Action Filed: April 19, 2024**

1           Upon review and consideration of Plaintiff’s unopposed Motion for Preliminary Approval  
2 of Class Action Settlement and Certification of Settlement Class, including the Parties’ proposed  
3 Settlement Agreement and Release (the “Agreement”) and all exhibits thereto, and the arguments  
4 of counsel, and having been fully advised in the premises, it is **HEREBY ORDERED,**  
5 **ADJUDGED** and **DECREED** as follows:

6           1.       **Settlement Terms.** Unless otherwise defined herein, all capitalized terms in this  
7 Order shall have the meanings ascribed to them in the Agreement.

8           2.       **Jurisdiction.** The Court has jurisdiction over the subject matter of the litigation  
9 (“Action”), the Plaintiff, Defendants, and all Class Members.

10          3.       **Scope of Settlement.** The Agreement, if finally approved, would resolve all Class  
11 Released Claims against the Released Parties (which include Olaplex, Inc. and Olaplex Holdings,  
12 Inc. and each of their direct or indirect parents, members, subsidiaries, affiliated and related entities,  
13 predecessors, successors and assigns, partners, privities, and any of their present and former  
14 directors, officers, employees, agents, representatives, insurers, and all persons acting by, through,  
15 under, or in concert with it, or any of them), concerning all manner of actions, causes of action,  
16 claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities,  
17 damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever,  
18 known or unknown, in law or equity, fixed or contingent, which Class Members have or may have,  
19 against the Released Parties, arising out of, or relating to, any of the acts, omissions or other conduct  
20 by Olaplex that has been, or could have been, alleged or otherwise referred to in the Complaint, or  
21 any preceding version thereof filed in the Action, in connection with Plaintiff’s claims that the  
22 Products were marketed, advertised or sold in the United States as “Made in USA” (or similar  
23 language). Excluded from the Class Released Claims are any claims for damage to property caused  
24 by the Products and claims for personal injury.

25          4.       **Preliminary Approval of Proposed Settlement.** The Court has conducted a  
26 preliminary evaluation of the Settlement as set forth in the Agreement, and based on its preliminary  
27 evaluation, the Court finds that: (a) the Settlement is fair, reasonable, adequate and within the range  
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1 of possible approval; (b) the Settlement has been negotiated in good faith and at arm's length  
2 between experienced attorneys familiar with the legal and factual issues of this case; (c) the forms  
3 of notice of the material terms of the Settlement (Exhibits A, B, C, D and E to the Agreement)  
4 provides due and sufficient notice to Settlement Class Members and fully satisfies the requirements  
5 of due process and Cal. R. 3.766(d); and (d) the proposed notice plan is the best notice practicable  
6 under the circumstances. Therefore, the Court grants preliminary approval of the Settlement.

7       **5. Class Certification for Settlement Purposes Only.** Pursuant to Cal. Civ. Proc.  
8 Code § 382, the Court conditionally certifies for purposes of this Settlement only, the following  
9 Settlement Class:

10               All persons within the United States who bought one or more of  
11 Defendants' Products that included "Made in USA" (or similar  
12 language) on the Product or packaging of the Product, since February  
13 7, 2019 through the *[date of the Preliminary Approval Order]*.

14               Excluded from the Settlement Class are: Defendants, as well as  
15 Defendants' affiliates, employees, officers, and directors; the  
16 attorneys representing Defendants in this case; the judges and  
17 mediators to whom the Action is assigned; and all persons who  
18 validly request exclusion from (opt-out of) the Settlement.

19       **6. The Court makes the following determinations as to certification of the Class:**  
20               a. The Class is so numerous that joinder of all members is impracticable;  
21               b. There are questions of law or fact common to the members of the Class;  
22               c. The claims of Plaintiff are typical of the claims of the other members of the  
23 Class;  
24               d. Plaintiff is capable of fairly and adequately protecting the interests of the  
25 members of the Class, in connection with the Settlement Agreement;  
26               e. Common questions of law and fact predominate over questions affecting  
27 only individual members of the Class;  
28               f. The Class is ascertainable; and

1 g. Resolution of the Released Claims in this litigation by way of a statewide  
2 settlement is superior to other available methods for the fair and efficient resolution of the claims  
3 of the Class.

4 7. **Designation of Class Representative.** The Court appoints Plaintiff Miray Atamian  
5 as the representative of the Class (“Class Representative”) for the sole purpose of the class action  
6 Settlement.

7 8. **Designation of Class Counsel.** The attorneys Abbas Kazerounian and Jason A.  
8 Ibey of the law firm Kazerouni Law Group, APC, are hereby designated as Class Counsel for the  
9 Settlement Class.

10 9. **Final Approval Hearing.** A hearing regarding final approval of the Settlement will  
11 be held, as indicated below, to determine, among other things, whether to: (i) finally approve the  
12 Settlement as fair, reasonable, and adequate; (ii) bind Class Members by the Releases set forth in  
13 the Agreement; (iii) permanently bar and enjoin Plaintiff and all Class Members who do not timely  
14 and properly exclude themselves from the Class (including Class Members who never received  
15 actual notice of the Settlement and who did not otherwise have knowledge of the Settlement) and  
16 any person actually or purportedly acting on their behalf from filing, commencing, prosecuting,  
17 maintaining, intervening in, or participating in (as parties, class members or otherwise) any action  
18 in any jurisdiction based on or relating to any of the Released Claims; (iv) find that the Class Notice  
19 as given was the best notice practicable under the circumstances, is due and sufficient notice to the  
20 Class, and fully satisfies the requirements of due process and Cal. R. 3.766(d); (v) approve the plan  
21 of distribution of the Vouchers to Claim-in-Class Members; (vi) finally certify the Settlement Class;  
22 and (vii) approve requested attorneys’ fees and costs, a proposed Individual Service Award to  
23 Plaintiff, and notice and claims administration expenses.

24 10. **Settlement Administrator.** Simpluris, Inc. is hereby appointed as the Claims  
25 Administrator and shall be required to perform all the duties of the Claims Administrator as set  
26 forth in the Agreement and this Order.





1 f. If more than one thousand (1000) Class Members timely and validly opt out  
2 of the Settlement, then Defendants may elect to terminate and withdraw from the Settlement  
3 pursuant to Section 4.1 of the Agreement.

4 **14. Objections and Appearances.** Any Class Member who has not submitted a  
5 Request for Exclusion and who complies with the objection requirements in the Agreement may  
6 object to any aspect of the proposed Settlement either on his or her own or through an attorney  
7 hired at his or her expense. Any Class Member who wishes to object to the Settlement must do so  
8 as specified in the Class Notice and this Order. The written objection must be mailed (with the  
9 requisite postmark) to the Claims Administrator, no later than the Response Deadline (which  
10 affords at least 90 Days after the Class Notice is provided). The Court is the final arbiter regarding  
11 the validity and authenticity of submitted written Objections.

12 a. A valid written objection must include: (i) the name and case number of the  
13 Action; (ii) the Class Member's full name, address, telephone number (if any), and email  
14 address(es) he or she believes was used to make a Qualifying Purchase, if applicable; (iii) the words  
15 "Notice of Objection" or "Formal Objection"; (iv) in clear and concise terms, a statement of the  
16 positions(s) the objector wishes to assert, including the factual grounds for the written objection;  
17 (v) information sufficient to support the person's status as a Class Member (e.g., the date and  
18 location of his/her Qualifying Purchase(s) and description of item(s) purchased); (vi) the Class  
19 Member's signature and the date; and (vii) the following language immediately above the Class  
20 Member's signature and date: "I declare under penalty of perjury under the laws of the State of  
21 California that the foregoing statements regarding class membership are true and correct to the best  
22 of my knowledge."

23 b. Any Class Member who submits a written objection has the option to, but is  
24 not required to, appear at the Fairness Hearing, either in person or through personal counsel, hired  
25 at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the  
26 Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However,  
27 Class Members (with or without their attorneys) intending to make an appearance at the Fairness  
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1 Hearing must include on a timely and valid objection a statement substantially similar to “Notice  
2 of Intention to Appear.”

3 c. If an objecting Class Member (either with or without his or her attorney, or  
4 through his or her attorney acting on his or her behalf) intends to speak at the Fairness Hearing in  
5 support of the objection, the Class Member’s objection must state this intention in a “Notice of  
6 Intention to Appear” served on the Claims Administrator, Class Counsel and Olaplex’s Counsel no  
7 later than fifteen (15) calendar days before the Fairness Hearing.

8 d. If the objecting Class Member intends to appear at the Fairness Hearing with  
9 or through counsel, he or she must also identify the attorney(s) representing the objector who will  
10 appear at the Fairness Hearing and include the attorney(s)’ name, address, phone number, email  
11 address, and the state bar(s) to which counsel is admitted in the Notice of Intention to Appear.

12 e. If the objecting Class Member (or the Class Member’s counsel) intends to  
13 request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request  
14 must be made in the Class Member’s written objection, which must also contain a list of any such  
15 witnesses and a summary of each witness’s expected testimony.

16 f. Only Class Members who submit timely objections, including Notices of  
17 Intention to Appear, may speak at the Fairness Hearing. If a Class Member makes an objection  
18 through an attorney, the Class Member will be responsible for his or her personal attorneys’ fees  
19 and costs.

20 g. If any objection is rejected or overruled, the objecting Class Member will be  
21 bound by the Final Judgment as if he or she had not objected.

22 15. **Service of Papers.** Defendants’ Counsel and Class Counsel shall serve on each  
23 other and on all other parties who have filed notices of appearance, at or before the Final Approval  
24 Hearing, any further documents in support of the proposed Settlement, including responses to any  
25 papers filed by Class Members. Defendants’ Counsel, Class Counsel, and the Claims Administrator  
26 shall promptly furnish to each other any and all objections or written requests for exclusion that  
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1 may come into their possession. Class Counsel shall file such objections or requests for exclusion  
2 with the Court on or before the date of the Final Approval Hearing.

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

26       **17. Use of Order Following Termination of Settlement.** This Order shall be of no  
27 force and effect if the Settlement does not become Final. This Order shall not be offered by any  
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1 person as evidence in any action or proceeding against any Party hereto in any court, administrative  
2 agency, or other tribunal for any purpose whatsoever, other than to enforce or otherwise effectuate  
3 the Agreement (or any agreement or order relating thereto), including the Releases, or this Order.  
4 Neither shall this Order be offered by any person or received against any of the Released Parties as  
5 evidence or construed as or deemed to be evidence of any presumption, concession, or admission  
6 by any of the Released Parties of:

7           a.       the truth of the facts alleged by any person or the validity of any claim that  
8 has been or could have been asserted in the Litigation or in any litigation, or other judicial or  
9 administrative proceeding, or the deficiency of any defense that has been or could have been  
10 asserted in the Litigation or in any litigation, or of any liability, negligence, fault, or wrongdoing  
11 of any of the Released Parties;

12           b.       any fault, misrepresentation, or omission with respect to any statement or  
13 written document approved or made by any of the Released Parties or any other wrongdoing by  
14 any of the Released Parties; or

15           c.       any liability, negligence, fault, or wrongdoing in any civil, criminal, or  
16 administrative action or proceeding by any of the Released Parties.

17       18.   **Necessary Steps.** The Court authorizes Plaintiff and Defendants to take all  
18 necessary and appropriate steps to implement the Agreement.

19       19.   **Amendment to Prior Order.** This order amends the previous order granting  
20 preliminary settlement approval that was signed on September 6, 2024.


21       20.   **Schedule of Future Events.** Accordingly, the following are the deadlines by which  
22 certain events must occur:

23 <b>November 13, 2024</b>	Last day for Claims Administrator and Amazon.com 24 Inc. to commence Email Notice, Postcard Notice, Publication Notice
25 <b>November 13, 2024</b>	Last day for Claims Administrator to publish the 26 Settlement Website

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1	<b>January 13, 2025</b>	Last day for Class Counsel to file motion for award of attorneys' fees, litigation costs, Individual Service Award, and notice and claims administration expenses
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3	<b>February 11, 2025</b>	Last day for requests for exclusion from the settlement to be postmarked
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5	<b>February 11, 2025</b>	Last day for claims to be submitted by mail or electronically via the Settlement Website
6	<b>February 11, 2025</b>	Last day for Class Members to serve objections to Settlement
7		
8	<b>February 26, 2025</b>	Last day for Class Counsel to file motion for final approval of settlement
9	<b>March 5, 2025</b>	Last day for the Parties to respond to any objections filed by Class Members
10	<b>March 21, 2025 at 9:30 a.m.</b> <i>28<sup>th</sup></i>	Hearing on motion for final approval of settlement and application for attorneys' fees and costs, an Individual Service Award, and notice and claims administration expenses
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13 DONE and ORDERED in Chambers in San Diego, California, this 15<sup>th</sup> day of  
 14 Oct, 2024.

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 16 \_\_\_\_\_  
 17 Hon. Marcella O. McLaughlin  
 18 Superior Court Judge

19 cc: All Counsel of Record

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