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Clerk of the Superior Court
By M. Guyot ,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.**

16
17 **OLAPLEX, INC.; and OLAPLEX**
18 **HOLDINGS, INC.,**

19 **Defendants.**

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

[PROPOSED] SECOND 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 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 September 6, 2024.

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.

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1 11. **Class Notice.** The Court approves the Class Notice in the Agreement and the manner
2 of providing notice to Class Members described in Section 3 of the Agreement, which includes
3 Email Notice, Postcard Notice, Publication Notice and Website Notice. The Court finds that this
4 is the best practicable notice under the circumstances and is reasonably calculated, under all the
5 circumstances, to apprise Class Members of the pendency of the proposed Settlement, the terms of
6 the Agreement, and their right to object to the Settlement or exclude themselves from the Settlement
7 Class. The Court further finds that the Class Notice is reasonable, constitutes due, adequate, and
8 sufficient notice to all persons entitled to receive notice, and meets the requirements of due process.
9 The Court hereby directs Plaintiff, Defendants, and the Claims Administrator to provide the Class
10 Notice in accordance with the Schedule of Future Events below.

11 a. Class Counsel shall file with the Court, prior to the Final Approval Hearing,
12 proof that notice was provided in accordance with the Settlement Agreement and this Order, in
13 accordance with the Schedule of Future Events below.

14 b. For purposes of providing Class Notice, Plaintiff is permitted to subpoena
15 from Amazon.com, Inc. the name and contact information for the Class Members, to the extent that
16 Amazon.com, Inc. will not provide its own reasonable and prompt notice to the Class Members,
17 for individuals who purchased the Product on Amazon.com, Inc. during the Class Period.

18 12. **Claim Forms.** Class Members must submit a complete, valid, and sufficient Claim
19 Form on or before the Response Deadline (which is 90 Days after the Class Notice is provided) in
20 order to be included in the distribution of the five-dollar (\$5.00) Voucher. The Claim Form shall
21 require the Class Member to confirm via checkbox as follows: “Between February 7, 2019 and
22 [date of preliminary approval], I made one or more purchases of Olaplex products in part because
23 they were advertised as Made in USA (or similar language). I declare under penalty of perjury
24 under the laws of the State of California that the foregoing is true and correct.” The Claim Form
25 may be submitted electronically through the Settlement Website or by United States mail. The
26 delivery date of a Claim Form is deemed to be the date the Claim Form is received by the Claims
27 Administrator electronically through the Settlement Website, as evidenced by the electronic

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1 transmission receipt, or, if the Claim Form is submitted by the United States mail, the date the
2 Claim Form is deposited in the United States Mail, as evidenced by the postmark.

3 **13. Exclusion from the Settlement Class.** Any Class Member who wishes to be
4 excluded from the Settlement Class must send a written Request for Exclusion to the Claims
5 Administrator, by first-class mail, postage prepaid, to the address provided in the Class Notice and
6 Settlement Website. Any such Request for Exclusion must be postmarked no later than the
7 Response Deadline (which is 90 Days after the Class Notice is provided).

8 a. To be valid, the Request for Exclusion must: state: (i) the name and case
9 number of the Action; (b) the full name, address, and telephone number of the person requesting
10 exclusion (if any), as well as the email address(es) he or she believes was used to make a Qualifying
11 Purchase, if applicable; and (c) a statement that he or she does not wish to participate in the
12 Settlement.

13 b. Any Class Member who submits a timely request to be excluded from the
14 Class and/or Settlement may not file an objection to the Settlement and will be deemed to have
15 waived any rights or benefits under this Settlement Agreement.

16 c. If a Class Member submits a request for exclusion and an objection, the
17 request for exclusion shall control.

18 d. Class Members may opt-out on an individual basis only; therefore, so-called
19 “mass” or “class” opt-outs, whether filed by third parties on behalf of a “mass” or “class” of Class
20 Members or multiple Class Members where no personal statement has been signed by each and
21 every person who desires to request exclusion are not permitted. The Court is the final arbiter
22 regarding the validity and authenticity of submitted requests to be excluded from the Settlement.

23 e. Except for those Settlement Class Members who timely and properly file a
24 Request for Exclusion, all Class Members will be deemed to be members of the Class for all
25 purposes under the Agreement, and upon Final Approval, will be bound by its terms, regardless of
26 whether they receive any monetary relief or any other relief, including, but not limited
27 to, the Release in Section 2.8 of the Settlement Agreement.

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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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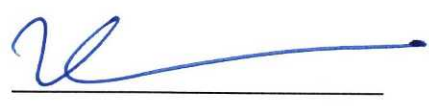
1 may come into their possession. Class Counsel shall file such objections or requests for exclusion
2 with the Court on or before the date of the Final Approval Hearing.

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	April 22, 2025	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	May 12, 2025	Last day for requests for exclusion from the settlement to be postmarked
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5	May 12, 2025	Last day for claims to be submitted by mail or electronically via the Settlement Website
6	May 12, 2025	Last day for Class Members to serve objections to Settlement
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8	June 6, 2025	Last day for Class Counsel to file motion for final approval of settlement
9	June 13, 2025	Last day for the Parties to respond to any objections filed by Class Members
10	July 11, 2025 at 9:30 a.m.	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 26th day of
 14 November, 2024.

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17 Hon. Marcella O. McLaughlin
 18 Superior Court Judge

19 cc: All Counsel of Record

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