

7/8/2025 12:39:00 PM

Clerk of the Superior Court
By T. Automation ,Deputy Clerk

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Miray Atamian*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO – UNLIMITED CIVIL**

**MIRAY ATAMIAN, Individually and
On Behalf of All Others Similarly
Situating,**

Plaintiffs,

v.

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

Defendants.

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

CLASS ACTION

Assigned for all purposes to Judge Marcella O.
McLaughlin, Dept. C-72

**PLAINTIFF'S RESPONSE TO
ADDITIONAL OBJECTIONS TO
SETTLEMENT**

[IMAGED FILE]

Date: July 11, 2025

Time: 9:30 a.m.

Dept.: C-72

[Filed concurrently with July 8, 2025
Declaration of Jason A. Ibey]

Action Filed: April 19, 2024

1 **I. INTRODUCTION**

2 Plaintiff previously submitted “Plaintiff’s Response to Objections to Settlement” on June 13,
3 2025, addressing three objections from Serena Fallon, Elena Ehrlich and Laura Wojtysiak. ROA #58.
4 Since that time, two additional objections have been received by the Claims Administrator from Tera
5 Alexander and Lisa DiStefano, for a total of five (5)¹ objections out of an estimated more than ten
6 million Class Members. Plaintiff opposes those additional objections for many of the reasons
7 articulated in Plaintiff’s June 13 filing. ROA #58. Plaintiff further objects to the two new objections
8 as untimely to the extent they do not speak to Plaintiff’s Motion for Attorneys’ Fees, Costs and
9 Service Award.² Plaintiff is afforded through July 9, 2025, to respond to these recent objections.
10 ROA #57.

11 **II. NEUTRAL SUMMARY OF THE TWO ADDITIONAL OBJECTIONS**

12 Below is a brief and neutral summary of the two additional objections:

13 **Objector Alexander**

14 The objection by Tera Alexander (“Objector Alexander”), of California,³ appears to be based
15 on (i) alleged personal injury from use of Olaplex products; (ii) use of the Voucher to make a purchase
16 from Olaplex’s e-commerce website and the amount; and (iii) the proposed payment of compensation
17 to Plaintiffs’ attorneys. *See* Exhibit 4 to July 8, 2025 Ibey Decl., ¶ 17. Objector Alexander states
18 having purchased Hair Perfector No. 3 on June 11, 2021, for \$30.00. *Id.* Objector Alexander did not
19 submit a Claim Form. *Id.* at ¶ 7; *see also* ROA #70, ¶ 9.

22 ¹ For ease of reference, a partially redacted copy of all five objections is included herewith as Exhibits
23 1 to 5 to the concurrently submitted Declaration of Jason A. Ibey (“July 8, 2025 Ibey Decl.”), ¶¶ 14-
24 19, filed herewith. Previously, Plaintiff submitted a partially redacted copy of the initial three
25 objections on May 30, 2025 (titled, “Plaintiff’s Notice of Objections Received by Claims
Administrator”), which as of July 7, 2025 is still under clerk review. *Id.* at ¶ 5.

26 ² They would be timely only to the extent the two additional objections relate to the Motion for
27 Attorneys’ Fees, Costs and Service Award, as the Court extended that deadline to June 27, 2025.
ROA #57.

28 ³ The objection was placed in the mail in Nevada. *See* Exhibit 4 to July 8, 2025 Ibey Decl., ¶ 10.

Objector DiStefano

The objection by Lisa DiStefano (“Objector DiStefano”), of Tennessee, appears to be based on (i) alleged personal injury from use of Olaplex products; (ii) the settlement award being a voucher rather than cash, and the amount; (iii) use of the Voucher to make a purchase from Olaplex’s e-commerce website; and (iv) the proposed payment of compensation to Plaintiffs’ attorneys. *See* Exhibit 5 to July 8, 2025 Ibey Decl., ¶ 18. Objector DiStefano states having purchased units of Bond 4 Shampoo and Bond 5 Conditioner on February 26, 2022, and April 12, 2022, but does not state the price paid; and an email that appears to be a refund request to Olaplex customer support is included. *Id.* Objector DiStefano did not submit a Claim Form. *Id.* at ¶ 7; *see also* ROA #70, ¶ 9.

III. LEGAL STANDARD AND OBJECTION REQUIREMENTS

As previously noted in the June 13, 2025 filing (ROA #58), in class actions, an unnamed class member ordinarily lacks standing to challenge the judgment in a class action. *See Eggert v. Pac. States S. & L. Co.*, 20 Cal.2d 199, 200-201 (1942). However, “[i]n the context of a class settlement, objecting is the procedural equivalent of intervening.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 253 (2001). Thus, unnamed class members who file timely objections or are permitted to present their objections have standing to appeal from the judgment in the action. *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 51 (2008); *Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.*, 127 Cal.App.4th 387, 395-396 (2005). An individual must be aggrieved in order to have standing to appeal. *See* Code Civ. Proc., § 902 (allowing any party aggrieved to appeal from a judgment).

IV. THE ADDITIONAL OBJECTIONS SHOULD BE OVERRULED

Each of the two additional objections should be overruled because they are without merit. Also, to the extent they do not relate to Plaintiff’s Motion for Attorneys’ Fees, Costs and Service Award, they are untimely. *See* ROA #57; July 8, 2025 Ibey Decl., ¶ 11-12. As with the prior three meritless objections,⁴ the two new objections fail to establish that the Settlement is anything other

⁴ Plaintiff hereby incorporates by reference arguments in the Plaintiff’s Response to Objections to Settlement, filed on June 13, 2025. ROA #58.

1 than fair, adequate and reasonable under the circumstances, where every validly claiming Class
2 Member is entitled to a \$5.00 Voucher as their reasonable settlement compensation for Olaplex's
3 alleged "Made in USA" misrepresentations without the need to provide proof of purchase. Similar to
4 the prior three objections, the two new objections fall into four main categories.

5 **A. Objection Based on Alleged Personal Injury**

6 Objector Alexander and Objector DiStefano claim to have experienced adverse physical
7 effects from use of the Olaplex products. *See* Exhibit 4 and Exhibit 5 to July 8, 2025 Ibey Decl., ¶¶ 17,
8 18. However, Plaintiff's lawsuit is not about any personal injury claims (nor does Plaintiff claim any
9 personal injury from the products), but rather alleged "Made in USA" misrepresentations on Olaplex
10 haircare products. Significantly, the proposed Settlement does not release any personal injury claims.
11 Indeed, the Release in Agreement states, "Excluded from the Class Released Claims are any claims
12 for damage to property caused by the Products and claims for personal injury." ROA #22, Section
13 1.10 to Exhibit 1 to Kazerounian Decl. Thus, any objections relating to the fairness of the \$5.00
14 Voucher as Settlement compensation on the basis of alleged personal injury from use of the haircare
15 products is without merit and misunderstands the nature of the Settlement.

16 **B. Voucher As Settlement Compensation and the Amount**

17 Objector Alexander and Objector DiStefano contend that the Settlement compensation of a
18 \$5.00 Voucher is insufficient. However, as previously explained in the June 13, 2025 filing (ROA #
19 58), the \$5.00 Voucher represents more than twice the dollar amount of a likely maximum recovery
20 at trial for actual damages (i.e., \$2.40) based on the price premium theory put forward by Plaintiff,
21 based on the average purchase price of Olaplex products (of \$48.00) at the time of seeking preliminary
22 settlement approval, and a likely maximum 5% price premium. ROA #58, pp. 4-7. Additionally, the
23 relief is similar to the voucher relief in *Manner v. Gucci Am., Inc.*, No. 15-cv-00045-BAS(WVG),
24 2016 U.S. Dist. LEXIS 142760, at *2, 6 (S.D. Cal. Oct. 13, 2016), yet arguably better because the
25 Voucher here may be used to make a purchase online rather than at select physical stores. *See* ROA
26 #58, pp. 6, 8.

27 It is clear from Objector DiStefano's objection that she does not wish to use or purchase
28 Olaplex products again. Nevertheless, her personal decision to not purchase more of Olaplex's

products (and thus not submit a claim to the Voucher) does not affect the fairness of the Settlement relief to tens of thousands of claiming Class Members. Objector DiStefano had every right to elect to opt out of the Settlement and pursue her own legal action for her alleged hair damage, but she has elected instead to object to the Settlement, largely due to her own particular circumstances surrounding use of the products that are not common to the Class.

There is also no merit to the objection from Objector DiStefano relating to what she calls “accountability” through the Settlement. In reaching this fair Settlement, Defendants have not admitted liability (ROA #22, Recitals A and H to Exhibit 1 to Kazerounian Decl.), which is typical in class action settlement, as it is a compromise to quit the litigation. Regardless, Plaintiff does believe that this Settlement, requiring payment of up to \$1,350,000 (for attorneys’ fees, litigation costs, service award, and class notice and settlement administration expenses) and a \$5.00 Voucher to each validly claiming Class Member, will likely have a deterrent / educational effect on other businesses who sell consumer products that contain a country of origin representation, to help ensure compliance with such applicable labeling laws. Indeed, Olaplex has already removed the “Made in USA” representation from many of its products (*see* ROA #44, p. 4), which benefits all Class Members including the consuming public at large who decide to purchase Olaplex products for the first time.

C. Use of the Voucher on Olaplex’s E-Commerce Website

Objector Alexander and Objector DiStefano disapprove of the use of the Voucher only on Olaplex’s e-commerce website. However, as previously explained in the June 13, 2025 filing (ROA # 58), redemption of the Voucher on Olaplex’s e-commerce website simplifies the Settlement process while also providing a fair means to use the settlement relief, treating all Class Members (who purchased the product via various channels) equally by allowing them to use the Voucher on Olaplex’s e-commerce website where many options for different Olaplex haircare products are available for purchase. *See* ROA #44, pp. 7-9. The Settlement also provides a very reasonable twelve (12) months to use the Voucher, which is a longer time-period to use the Voucher than in *Manner*. *Id.* Moreover, there are products on Olaplex’s website that cost as little as \$16.00, which means that a \$5.00 Voucher represents a discount of 31.25%. *Id.* Furthermore, the objectors cite to no legal authority to question the reasonableness of use of the Voucher on Olaplex’s e-commerce website as

1 opposed to cash settlements, especially when considering the risks in this case, including the location
2 of the alleged misrepresentation that appeared in small print on the bank of Olaplex's products.

3 **D. Compensation for Attorneys' Fees and Costs**

4 The proposed Settlement provides for a payment of up to \$1,350,000 to cover attorneys' fees
5 and litigation costs, a service award to Plaintiff, and class notice and Settlement administration
6 expenses. ROA #22, Section 2.3 to Exhibit 1 to Kazerounian Decl. Currently, Plaintiff seeks a
7 combined award of attorneys' fees and costs of \$1,052,199. ROA #62, p. 15. To the extent that
8 Objector Alexander and Objector DiStefano object to Plaintiff's request for attorneys' fees and costs,
9 their objections are without merit because the amounts sought for attorneys' fees and costs are well-
10 supported by the evidence, and provide reasonable compensation in this risky litigation taken on a
11 contingency fee basis, with over 568 hours of work and a lodestar now exceeding \$335,000,
12 representing a reasonable risk multiplier of less than three. ROA #44, pp. 10-11, and ROA #62, p. 15;
13 *see also* ROA #58, pp. 9-10.

14 Notably, Objector Alexander and Objector DiStefano do not lodge any specific objection to
15 Plaintiff's request for costs of more than \$37,000. Instead, they generally object to the compensation
16 to Plaintiff's counsel due to dissatisfaction with the relief to Class Members. In particular, Objector
17 DiStefano contends that fees and costs is not proportionate to the value provided to the Class. But the
18 Settlement relief in the form of a \$5.00 Voucher to tens of thousands of validly claiming Class
19 Members (*see* ROA #44, pp. 3-4, and ROA #62, 8-11) is reasonably tied to the average cost of the
20 Olaplex haircare products, which are not expensive products that tend to range between \$30 and \$96
21 for individual units (ROA #58, pp. 5-7, and ROA #62, n. 6), Plaintiff's price premium theory for
22 alleged country of origin mislabeling cases such as this one, and the significant risks and likely
23 additional expenses in this case without settlement. Again, Objector DiStefano refers to "injured
24 consumers" but appears to be judging the value of the Settlement (and the amount of requested
25 attorneys' fees and costs) based on an erroneous understanding that the Settlement is meant to
26 compensate for *personal* injuries from use of the products.

27 Hypothetically, were the products to cost thousands of dollars each, arguably the alleged price
28 premium would result a commensurately higher amount of potential compensatory damages, which

would result in a smaller ratio between the awards to the Class and the \$1,052,199 requested in combined attorneys' fees and costs here. But the small dollar nature of the haircare products at issue is not a proper basis on which to determine the award of attorneys' fees, since Plaintiff and Class Counsel have no control over the retail price of the products made by Olaplex. It is precisely due to the small dollar retail price of the products that helps support use of the class action mechanism of redress here. *See In re Tobacco II Cases*, 46 Cal. 4th 298, 313 (2009) ("consumer class actions... make it economically feasible to sue when individual claims are too small to justify the expense of litigation ..."); *see also Barrett v. Wesley Fin. Grp., LLC*, 2015 WL 12910740, at *8 (S.D. Cal. Mar. 30, 2015) (finding that \$500 was insufficient to motivate consumers to bring individual claims in consumer case). Regardless, Plaintiff and Class Counsel negotiated a Settlement that requires Olaplex to pay all valid Claim Forms without any cap on the number of claims that would be paid. In other words, if all ten million Class Members had submitted a valid claim, Olaplex would be obligated to pay a Voucher to all of them.

Class Counsel's reasonable and diligent efforts here in bringing about a swift and fair resolution to the dispute should be rewarded, not criticized or condemned. Therefore, the objections to the amount of compensation for Plaintiff's counsel for attorneys' fees and costs are without merit and should be overruled.

V. OTHER DEFICIENCIES IN THE OBJECTIONS

Objectors are required to include with their objection their phone number as well as email address (if any) used to make the qualifying purchase(s) of Olaplex products. Order at ROA #39, p. 6, ¶ 14(a). Objector Alexander states under penalty of perjury that her purchase was made via Amazon.com, an e-commerce website, which means she would necessarily need a valid email address. However, no email address was provided. While Objector DiStefano includes an email address with her objections and appears to have purchased Olaplex products directly from Olaplex, she does not state whether that email address was used in connection with making purchases of qualifying Olaplex products. Thus, the two objections are deficient in that regard.

It is currently unclear whether Objector DiStefano is represented by legal counsel for her objection, given that she does not identify any attorney but rather states in part that she "reserve[s]

the right to appear at the Final Approval Hearing”, and to do so “either personally or through counsel ...” *See* Exhibit 5 to July 8, 2025 Ibey Decl., ¶ 18. If Objector DiStefano is represented by legal counsel and intends for such counsel to appear at the final approval hearing, then her objection is deficient in that regard. As of July 7, 2025, no objector or their counsel has been filed with the Court a “Notice of Intention to Appear”, according to Class Counsel’s review of the Register of Actions. Plaintiff objects to any of the objectors appearing at the July 11, 2025 final approval hearing through legal counsel if they have not submitted a timely “Notice of Intention to Appear”⁵ by the deadline of June 26, 2025, which is fifteen (15) calendar days before the July 11, 2025 final approval (Fairness) hearing. Order at ROA #39, p. 6, ¶ 14(c).

VI. THE ADDITIONAL OBJECTIONS ARE UNTIMELY TO THE EXTENT THEY CHALLENGE MATTERS OTHER THAN ATTORNEYS’ FEES AND COSTS

Objector Alexander submitted a late objection that was postmarked May 13, 2025, which is a day past the May 12, 2025 objection deadline, despite the letter having been signed May 8, 2025. Exhibit 4 to July 8, 2025 Ibey Decl., ¶¶ 7, 8, 17; *see also* ROA #70, ¶ 9. Similarly, Objector DiStefano submitted a late objection that was postmarked May 21, 2025, nine days late, despite the letter being dated April 28, 2025. Exhibit 5 to July 8, 2025 Ibey Decl., ¶¶ 7, 9, 18; *see also* ROA #70, ¶ 9. Therefore, such objections are untimely to the extent they raise objections to the proposed Settlement other than to the Motion for Attorneys’ Fees, Costs and Service Award. *See* ROA #57. In other words, only the objections to the Motion for Attorneys’ Fees, Costs and Service Award may be deemed timely; all other objections by Objector Alexander and Objector DiStefano are untimely and should be rejected on that basis, in addition to their lack of merit.

⁵ The Agreement as well as the Second Amended Preliminary Approval Order signed on November 26, 2024, require objectors to state whether they intend to appear at the final approval hearing, whether personally or through counsel, such as by including a statement similar to “Notice of Intention to Appear”. *See* ROA #22, Section 3.9(c) to Exhibit 1 to Kazerounian Decl.; Order at ROA #39, p. 6, ¶ 14(b) and (c). Additionally, the objector is required to identify their attorney (if any), including their name, address, phone number, email address, and state bar(s) where admitted, with that information to be included in the Notice of Intent to Appear. Order at ROA #39, p. 6, ¶ 14(d).

VII. CONCLUSION

For the foregoing reasons, the two additional objections (in addition to the previous three objections) are without merit and should be overruled. The two recent objections are also untimely, in part, and should be rejected on that basis as well.

Dated: July 8, 2025

Respectfully submitted,

KAZEROUNI LAW GROUP, APC



By: _____

ABBAS KAZEROUNIAN
ATTORNEYS FOR PLAINTIFF

[ADDITIONAL COUNSEL FOR PLAINTIFF]

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Attorneys for Plaintiff,

Miray Atamian

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO – UNLIMITED CIVIL**

**MIRAY ATAMIAN, Individually and
On Behalf of All Others Similarly
Situating,**

Plaintiff,

v.

**OLAPLEX, INC. and OLAPLEX
HOLDINGS, INC.,**

Defendants.

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

**DECLARATION OF JASON A. IBEY IN
SUPPORT OF PLAINTIFF'S RESPONSE
TO ADDITIONAL OBJECTIONS TO
SETTLEMENT**

[IMAGED FILE]

Date: July 11, 2025

Time: 9:30 a.m.

Dept.: C-72



DECLARATION OF JASON A. IBEY

I, Jason A. Ibey, declare:

1. I am an attorney admitted to the State Bar of California on November 26, 2012, and have been a member in good standing since that time.
2. I am a partner with the law firm Kazerouni Law Group, APC, and counsel for Plaintiff Miray Atamian ("Plaintiff") in the above-captioned action against defendants Olaplex, Inc., and Olaplex Holdings, Inc. (jointly, "Olaplex" or "Defendants").
3. I have personal knowledge of the following facts and, if called upon as a witness, could and would competently testify thereto, except as to those matters which are explicitly set forth as based upon my information and belief and, as to such matters, I am informed and believe that they are true and correct.
4. I am writing this declaration in support of Plaintiff's Response to Additional Objections to Settlement.
5. On May 30, 2025, Plaintiff submitted for filing, through OneLegal, a document titled, "Plaintiff's Notice of Objections Received by Claims Administrator", which as of July 7, 2025 is still under clerk review. Accordingly, Plaintiff caused a courtesy copy of that notice to be delivered to the Court on or about July 3, 2025.
6. In addition to the three objections receive from Serena Fallon, Elena Ehrlich and Laura Wojtysiak by the deadline of May 12, 2025 (*see* Plaintiff's Notice of Objections Received by Claims Administrator), the Claims Administrator reports that as of July 8, 2025, it has received more recently an objection from Tera Alexander and Lisa DiStefano, for a total of five objections.
7. According to the Claims Administrator, the objection from Tera Alexander was postmarked on May 13, 2025, and the objection from Lisa DiStefano was postmarked on May 21, 2025. The Claims Administrator reports that these two individuals did not submit a Claim Form.
8. The letter from Tera Alexander appears to be dated May 8, 2025.
9. The letter from Lisa DiStefano appears to be dated April 28, 2025.

10. The postmark on the envelop for the objection by Tera Alexander shows it was placed in the mail in Nevada.
11. The extended deadline for Class Members to object to the Motion for Attorneys' Fees, Costs and Service Award ("Fee Brief") passed on June 27, 2025. Thus, the objections from Tera Alexander and Lisa DiStefano are untimely, except to the extent they relate to the Fee Brief.
12. Class Counsel believe the additional objections from Tera Alexander and Lisa DiStefano are without merit and should be overruled. Additionally, to the extent their objections do not relate to the Fee Brief, Class Counsel believe they are untimely and should be overruled on that basis as well.
13. To the extent Lisa DiStefano, or any of the other objectors, intend to appear at the July 11, 2025 Final Approval Hearing through counsel, Class Counsel believe that the objectors have not complied with the requirement to submit a "Notice of Intention to Appear" by the deadline of June 26, 2025, which is fifteen (15) calendar days before the July 11, 2025 final approval (Fairness) hearing.

EXHIBITS

14. Attached hereto as **Exhibit 1** is a true and correct partially redacted copy of the objection from Serena Fallon.
15. Attached hereto as **Exhibit 2** is a true and correct partially redacted copy of the objection from Elena Ehrlich.
16. Attached hereto as **Exhibit 3** is a true and correct partially redacted copy of the objection from Laura Wojtysiak.
17. Attached hereto as **Exhibit 4** is a true and correct partially redacted copy of the objection from Tera Alexander.
18. Attached hereto as **Exhibit 5** is a true and correct partially redacted copy of the objection from Lisa DiStefano.
19. For each of these five exhibits, the redacted information includes information such as email address, phone number, street, city and zip code of mailing / billing address information,

1 and payment card details. If requested by the Court, Plaintiff is willing to submit unredacted
2 versions of the five objections to the Court for *in camera* review or filed under seal.

3 I declare under penalty of perjury that the foregoing is true and correct, executed on July 8,
4 2025, pursuant to the laws of the State of California at St. George, Utah.

5
6 /s/ Jason A. Ibey

7 Jason A. Ibey
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EXHIBIT 1

February 22, 2025

Atamian v Olaplex Settlement
ATTN: Objection Mail PO Box 25412
Santa Ana, CA 92799
WWW.ATAMIANMADEINUSASETTLEMENT.COM

Dear Judge McLaughlin and the Claims Administrator:

I would like to serve a "Notice of Objection" and/or a "Formal Objection" to the Settlement in Atamian v. Olaplex, Case No. 37-2024- 00018492-CU-BT-CTL (San Diego County).

The \$5 coupon settlement for the website is completely inappropriate. The product costs start at \$30 on the company's official website. A \$5 coupon is rewarding the company with additional spending on their products.

The settlement should be the full cash amount of the product(s) mailed directly to the consumer.

I purchased Olaplex Hair Perfector No. 3 Repairing Treatment on February 29, 2020, for \$30.38 and December 16, 2023, for \$27.37 from Amazon.

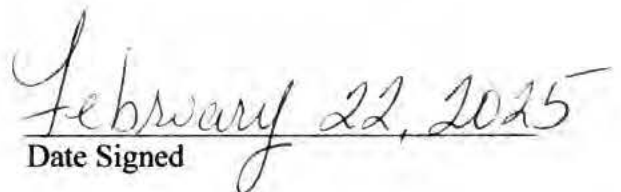
Although I am objecting to the terms of the settlement, it is my intention to stay in the settlement.

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.


Signature

Serena Fallon

NY


Date Signed

Order Placed: February 29, 2020

Amazon.com order number: [REDACTED]

Order Total: \$45.71

Shipped on March 1, 2020

Items Ordered

1 of: L'Oréal Paris EverPure Sulfate Free Brass Toning Purple Shampoo and Conditioner Kit for Blonde, Bleached, Silver, or Brown Highlighted Hair, 1 kit

Sold by: Amazon.com Services, Inc.

Supplied by: Other

Condition: New

1 of: Olaplex Hair Perfector No 3 Repairing Treatment, 3.3 Fl oz, Olaplex

Sold by: Amazon.com Services, Inc.

Supplied by: Other

Condition: New

Price

\$13.98

\$28.00

Shipping Address:

Serena Fallon

United States

Shipping Speed:

FREE Prime Delivery

Payment Information**Payment Method:****Billing address**

Serena Fallon

United States

Credit Card transactions

Item(s) Subtotal: \$41.98

Shipping & Handling: \$0.00

Total before tax: \$41.98

Estimated tax to be collected: \$3.73

Grand Total: \$45.71

March 1, 2020: \$45.71

To view the status of your order, return to [Order Summary](#).

Privacy Notice | © 1996-2025, Amazon.com, Inc. or its affiliates

Print Details for Order # [redacted]

Print this page for your records.

Order Placed: December 16, 2023

Amazon.com order number: [redacted]

Order Total: \$27.37

Shipped on December 17, 2023

Items Ordered

1 of: Olaplex Hair Perfector No 3 Repairing Treatment

Sold by: Amazon.com Services, Inc

Supplied by: Other

Condition: New

Price

\$25.50

Shipping Address:

Serena Fallon

United States

Shipping Speed:

Delivery in fewer trips to your address

Payment information

Payment Method:

Billing address

Serena Fallon

United States

Credit Card transactions

Item(s) Subtotal: \$25.50

Shipping & Handling: \$0.00

Total before tax: \$25.50

Estimated tax to be collected: \$2.26

Rewards Points: -\$0.39

Grand Total: \$27.37

December 17, 2023: \$27.37

To view the status of your order, return to [Order Summary](#)

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OLAPLEX

N°3 HAIR PERFECTOR®

★★★★★ (4826)

\$30

BESTSELLER



SUBSCRIPTION

☐ One time purchase

☐ Subscribe and Save 10% + Free Shipping SETUP REQUIRED

- 1 +

shop Use this link for fast and secure payments

FREE GIFT SAMPLE WITH EVERY PURCHASE

DESCRIPTION

BENEFITS

HOW TO USE

- Reduces breakage, visibly strengthens hair.
- Repairs and protects deep within the hair strands.
- Restores healthy appearance and texture.
- Color safe and sulfate free.

INGREDIENTS →



0

PAIRS WELL WITH

BESTSELLER	BESTSELLER	\$100 VALUE
N°4 BOND MAINTENANCE® SHAMPOO ★★★★★ (3310) \$10 ADD TO BAG	N°5 BOND MAINTENANCE® CONDITIONER ★★★★★ (3356) \$30 ADD TO BAG	BOND MAINTENANCE® SYSTEM KIT ★★★★★ (341) \$85 ADD TO BAG

WHAT CUSTOMERS ARE SAYING

I love how soft and silky my hair is after I use it.

Argelia S.

I've been using Olaplex 3 on my hair for years and it is such a game changer. After each use, my hair feels soft and healthy.

Melissa T.

Amazing stuff! I use it with #0. I'm so glad I found Olaplex, it has really helped to restore my hair's health. It's shinier, healthier, softer, stronger and has less breakage.



NY

NY

24 FEB 2025 PM 9 L



Atamian v Olaplex Settlement
ATTN: Objection Mail
PO Box 25412
Santa Ana, CA 92799

03/01/2025



EXHIBIT 2

Elena Ehrlich

MN

05/12/2025

Claims Administrator

Atamian v. Olaplex Settlement

ATTN: Objection Mail

PO Box 25412

Santa Ana, CA 92799

RE: Notice of Objection

Case Name: *Atamian v. Olaplex, Inc.*

Case Number: 37-2024-00018492-CU-BT-CTL

To Whom It May Concern,

Please accept this formal **Notice of Objection** to the proposed settlement in the class action *Atamian v. Olaplex, Inc.*, Case No. 37-2024-00018492-CU-BT-CTL.

I am a Class Member who purchased Olaplex stock during the relevant Class Period. I made this investment under the belief that Olaplex products were made in the United States. This belief significantly influenced my decision to invest, as "Made in the USA" labeling was a major factor in my perception of the brand's integrity, quality, and market strength.

Had I known the truth about Olaplex's misleading claims, I would not have purchased the stock, or I would have sold it sooner. As a result of this misinformation, I suffered financial losses—not only from the value drop in the Olaplex stock, but also from the lost opportunity to invest in other companies that were transparent and honest in their practices.

Importantly, I do not want a voucher to purchase more Olaplex products. I find it unreasonable to be compensated with further purchases of a product that was central to the deception. I respectfully request direct financial compensation for:

- The monetary losses I sustained from holding or purchasing Olaplex stock during the Class Period, and

- The opportunity cost—the potential gains I missed from investing in another company had I known the truth about Olaplex's marketing practices.

Here is the required information supporting this objection:

- **Name:** Elena Ehrlich
- **Current Address:** [REDACTED]
- **Phone Number:** [REDACTED]
- **Email Address:** [REDACTED]
- **Class Membership Information:**
 - I purchased Olaplex stock through Robinhood
 - Date of Purchase: 10/05/2021
 - Number of Shares: 5
 - Attached is supporting documentation - screenshot of receipt

Objection Grounds:

I object to the settlement on the grounds that it does not appear to fully address the financial harm suffered by investors who were misled by the marketing and labeling claims. As someone who relied on these claims in making an investment, I feel the settlement terms do not provide adequate consideration for stock purchasers who were harmed by this misinformation. I respectfully request that the Court take this into account when evaluating the fairness of the proposed agreement.

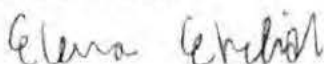
Notice of Intention to Appear:

- ☒ I DO NOT intend to appear at the Fairness Hearing.
☐ I DO intend to appear at the Fairness Hearing in support of my objection.

Thank you for your attention to this matter.

Sincerely,

Elena Ehrlich



05/12/2025

"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."

11:24

75



[View OLPX](#)

Account

Individual

Order status

Filled

Submitted

Oct 5, 2021

Time in Force

Good for day

Entered in

Shares

Entered quantity

5

Limit price

\$28.00

Filled

Oct 5, 2021 at 4:36 PM

Filled quantity

5 shares at \$26.75

Filled notional

\$133.75

[View trade confirmation](#)



335376 05-15-2025

337160 05-21-2025

Elena Ehrlich



MN

12 MAY 2025 PM 7 L



Atamian V. Olaplex Settlement
Attn: Objection Mail
PO BOX 25412
Santa Ana, CA 92799

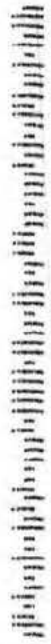


EXHIBIT 3

FROM THE DESK OF

Laura Wojtysiak

February 26, 2025

Atamian v. Olaplex Settlement
ATTN: Objection Mail
PO Box 25412
Santa Ana, CA. 92799

Re: Settlement in Atamian v. Olaplex, Case No. 37-2024-00018492-CU-BT-CTL (San Diego County)

Dear Claims Administrator,

This is regarding the Settlement in Atamian v. Olaplex Case. I cast a formal objection to the settlement of \$5 as a coupon to be spent only on the Olaplex website. This is extremely insulting, as \$5 will not even cover the product's shipping cost.

All this supposed "settlement" does is drive more traffic to the Olaplex website- this is a marketing campaign disguised as a settlement and I find this insulting. The people "harmed" in the settlement purchased the Olaplex product from Amazon, not from the Olaplex website, therefore we have never paid shipping. My Olaplex No. 9 costs \$30 on Amazon but if I take advantage of this ridiculous \$5.00 settlement coupon I would end up paying \$31.99 for the same product (\$30 plus \$6.99 shipping less \$5.00 credit.)

I am a firm believer in buying American if possible so Olaplex was an attractive product to me. However, I will NEVER use any Olaplex product again because of this comically rude settlement that they did not fight harder to resist.

Shame on the attorneys for attempting to make money in such a nefarious way that helps absolutely no one but themselves.

I have made the following orders of Olaplex thru Amazon:

7/16/19 Olaplex No. 5

11/13/19 Olaplex No. 5

7/11/23 Olaplex No. 9

9/12/23 Olaplex No. 5

9/25/23 Olaplex No.9

11/27/23 Olaplex No.5

1/1/24 Olaplex No.9

2/27/24 Olaplex No.5

3/26/24 Olaplex No.9

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.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Laura Wojtysiak", written in dark ink.

Laura Wojtysiak

[REDACTED]

[REDACTED] CA [REDACTED]

[REDACTED]



26 FEB 2025 PM 5 L



Atqian V. Daplex Settlement
ATTN: Objection Mail
PO Box 25412
Santa Ana, CA

02/28/2025

92799

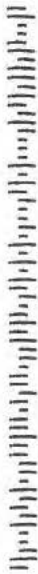


EXHIBIT 4

Notice of objection

RE Atumian v Olaplex

Case no 37-2024-0001-8492-CU-BI-CTL
(San Diego County)

Tera Alexander

CA

I purchased Olaplex Hair
perfector no 3 through
Amazon.com on 6-11-21
for thirty dollars.

I just found out thru notification of this settlement by Amazon, the product was not made in the USA.

I think back to using the product and vividly remember having a bad reaction to it. Now I know why. Lower safety standards in other countries resulting in contaminants are likely the cause of my reaction.

I am dismayed by the
^{proposed} settlement. I would
have opted out rather
than objecting if the
^{proposed} settlement wasn't so
absurd.

The \$5 dollar voucher
idea seems at first
punitive to Olaplex.
However, in doing some
research I discovered
that you must spend
the voucher at Olaplex's
website where nothing
is as low as five dollars.

Any classmember trying to retrieve their value out of the voucher would have to spend additional money. That isn't a punishment for Olaplex. It's a reward

Additionally, its potential extra traffic to their website and the entire proposed settlement acts as a inexpensive advertising campaign for Olaplex.

1.3 million, most of which goes to the lawyers is outlandish!

This whole proposed settlement seems like manipulation and theivery.

Please don't trick the unsuspecting class-members who just at a glance figure what the heck it's a free \$5. Most people will opt in for it without reading the entire proposed settlement.

I was victimized once by being lied to about

the product. Don't
approve this settlement
and victimize me and
all the other class-members
again.

Required declaration
on the next page.

I declare under penalty of perjury under the laws of the state of California that the foregoing statements regarding class membership are true & correct to the best of my knowledge.

Ira Alexander
5-8-25

USA FIRST-CLASS FOREVER



NW

13 MAY 2025

Atamin v Olaplex Settlement
Att'n objection mail
PO Box ~~28412~~ 25412
Santa Ana CA 92799

9279938412



EXHIBIT 5

Lisa DiStefano
[REDACTED]
[REDACTED] TN [REDACTED]
[REDACTED]

Date: April 28, 2025

Claims Administrator
Atamian v. Olaplex Settlement
PO Box 25412
Santa Ana, CA 92799

Re: Formal Objection to Settlement in Atamian v. Olaplex, Inc. et al., Case No. 37-2024-00018492-CU-BT-CTL

Dear Judge McLaughlin,

I am submitting this letter to formally object to the proposed class action settlement in the case of *Atamian v. Olaplex, Inc. et al.*, Case No. 37-2024-00018492-CU-BT-CTL. I am a member of the Settlement Class, having purchased Olaplex products during the relevant time period and also I have reached out to the company alerted them of the issues with my hair.

Purchases (not inclusive of total Olaplex purchases)

2/26/22 – Olaplex Bond 4 Shampoo, Olaplex Bond 5 Conditioner

4/12/22 – Olaplex Bond 4 Shampoo Mini, Olaplex Bond 5 Conditioner

I object to the settlement for the following reasons:

1. **Grossly Inadequate Relief for Class Members:**

The offered \$5 voucher is an insulting form of "relief" that does nothing to address the real harm suffered by consumers like myself. I endured significant hair damage, emotional distress, and incurred financial costs seeking professional treatment and corrective products as a result of using Olaplex products. A \$5 voucher—usable only for further Olaplex products—is not compensation; it is a marketing tactic disguised as restitution. Furthermore, I have no intention of ever purchasing Olaplex products again, and I find it offensive that this is the only form of "relief" offered.

2. **Excessive and Unjustified Attorneys' Fees:**

The request for more than **\$1,053,999** in attorneys' fees and costs is excessive and disproportionate to the value provided to the Class. Settlement Class Counsel should not be rewarded for negotiating a settlement that leaves injured consumers with practically nothing while securing a million-dollar payday for themselves. This proposed award further undermines confidence in the fairness of this settlement.

3. **Lack of Meaningful Accountability:**

This settlement fails to hold Olaplex meaningfully accountable for their alleged misrepresentations. It does not deter future misconduct or provide any meaningful restitution to harmed consumers. It simply enables Olaplex to continue profiting while consumers are left without real recourse.

4. **No Desire for Further Business with Olaplex:**

I categorically reject any settlement benefit that forces me to engage in future transactions with Olaplex. Requiring victims to spend more money with the defendant in order to realize any value from this settlement is unreasonable, coercive, and unjust.

Because of the above reasons, I respectfully request that the Court reject the proposed settlement and require the parties to negotiate a settlement that provides meaningful, cash-based compensation for Class Members and ensures that attorney compensation is tied to real, tangible benefits to the Class.

Reservation of Rights to Appear:

I hereby reserve the right to appear at the Final Approval Hearing on July 11, 2025, either personally or through counsel, to further articulate my objection and advocate for the interests of the Class Members.

Thank you for your attention to this important matter.

“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.”

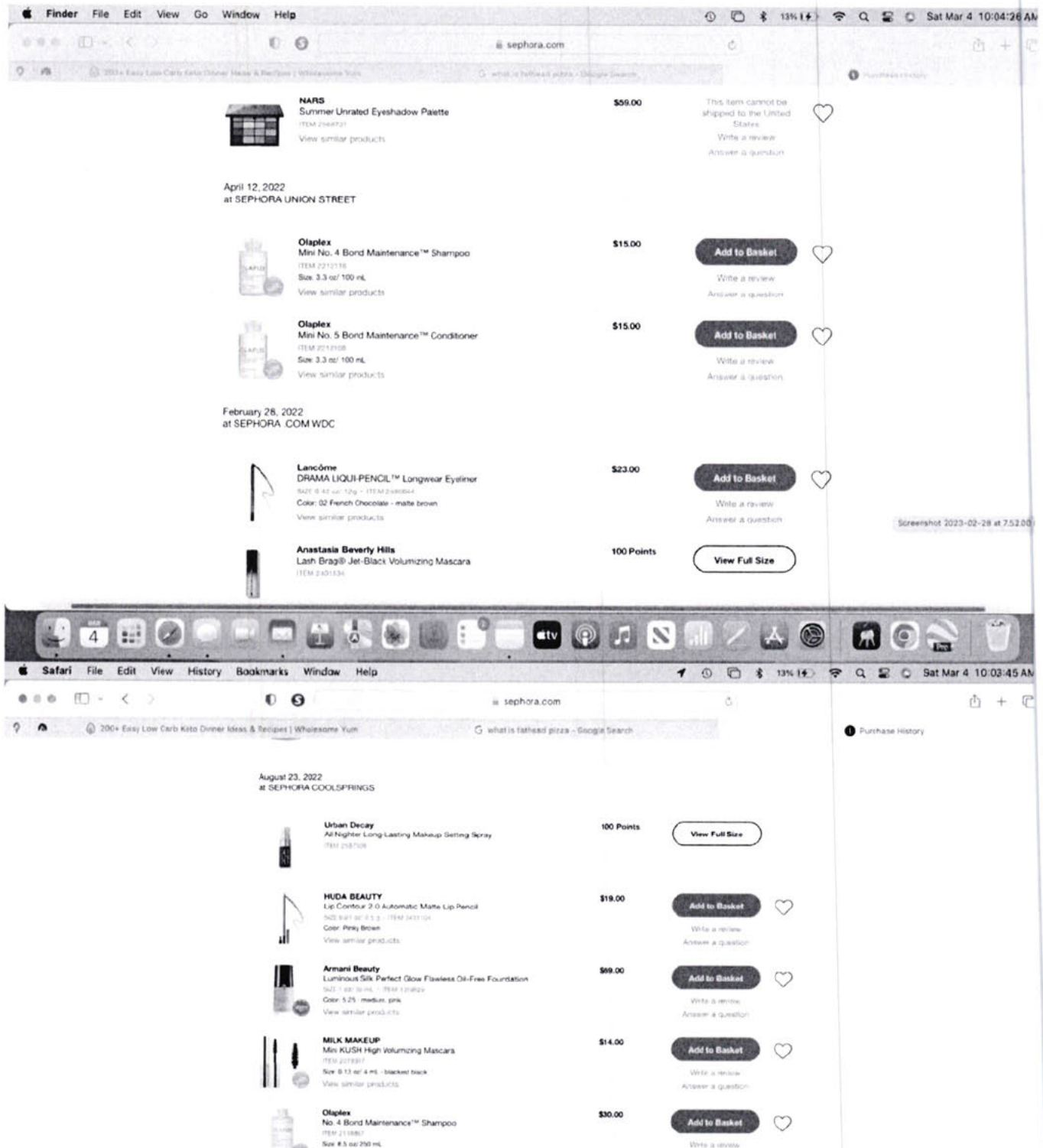
Lisa M. DiStefano

Lisa M. DiStefano
4/20/2025

From: Lisa DiStefano [REDACTED]@gmail.com
Subject: Refund
Date: March 4, 2023 at 10:05 AM
To: Support@olaplex.com

I have been experiencing severe breakage and change in hair texture to my hair (drying out) with your products. I have the following inventory on hand and do not want to use these products going forward. They are outside the return window for Sephora and reaching out to see if I can get a refund from you directly. Inventory is as follows and proof of purchase attached:

Qty 2 #4 Bond Maintenance Shampoo
Qty 2 #5 Bond Maintenance Conditioner
Qty 1 #7 Bond Maintenance Oil



338424 05-27-2025



J. D. Shapiro

338424 05-27-2025

TN

21 MAY 2025 PM 6 L

Attamian N. Olaplex settlement
ATTN: Objection mail
25412
PO Box
Santa Ana, CA 92799

92799-541212

