

July 8, 2025

FILED
San Diego Superior Court

JUL 11 2025

Clerk of the Superior Court
By: V. Secaur, Deputy

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Miray Atamian*

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

**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

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

[IMAGED FILE]

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

Action Filed: April 19, 2024

1 This Court, having held a Final Approval Hearing on July 11, 2025, having provided
2 notice of that hearing in accordance with the Second Amended Order (1) Conditionally Certifying
3 a Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Notice
4 Plan, and (4) Scheduling Final Approval Hearing, dated November 26, 2024 (the "Preliminary
5 Approval Order", ROA #39), and having considered all matters submitted to it in connection with
6 the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this
7 order granting final approval of class action settlement (the "Final Approval Order" or this
8 "Order"), and good cause appearing,

9 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

10 1. Unless otherwise defined, all capitalized terms in this Final Approval Order shall
11 have the same meaning as they do in the Settlement Agreement filed as Exhibit 1 to the Declaration
12 of Abbas Kazerounian on June 28, 2024 (the "Agreement", ROA #22).

13 2. The Court has jurisdiction over the subject matter of this Litigation and over the
14 Parties, including all Class Members with respect to the Settlement Class certified for settlement
15 purposes only, which is as follows:

16 All persons within the United States who bought one or more of
17 Defendants' Products that included "Made in USA" (or similar
18 language) on the Product or packaging of the Product, since
19 February 7, 2019 through September 6, 2024.

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

25 3. The Court finds that the Agreement was negotiated at arm's length by experienced
26 counsel who were fully informed of the facts and circumstances of the Litigation and of the
27 strengths and weaknesses of their respective positions. Further, settlement resulted only after the
28 Parties attended mediation on two separate days before Robert A. Meyer, Esq. of JAMS and
subsequently engaged in several months of further negotiations. Counsel for the Parties were

1 therefore well positioned to evaluate the benefits of the Agreement, considering the expense, risk,
2 and uncertainty of protracted litigation with respect to several difficult questions of fact and law.

3 4. The Court finds that five (5) Settlement Class Members objected to the Settlement
4 and that two hundred and fifty-three (253) Settlement Class Members timely and properly
5 requested exclusion from the Settlement. The objections are overruled. A list of persons who
6 validly requested exclusion from the Settlement is attached hereto as **Exhibit A**.

7 5. The Court finally certifies the Settlement Class and finds, for settlement purposes
8 only, that the litigation satisfies all the requirements of California Code of Civil Procedure § 382.
9 Specifically: (a) the Class is sufficiently numerous that joinder of all its members is impracticable;
10 (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical
11 of the claims of the Settlement Class that she seeks to represent; (d) Plaintiff has and will continue
12 to fairly and adequately represent the interests of the Settlement Class for purposes of entering into
13 the Agreement; (e) the questions of law and fact common to the Class Members predominate over
14 any questions affecting any individual Class Member; (f) the Settlement Class is ascertainable;
15 and (g) a class action settlement is superior to the other available methods for the fair and efficient
16 adjudication of the controversy.

17 6. The Court finally appoints attorney Abbas Kazerounian and Jason A. Ibey of
18 Kazerouni Law Group, APC, as Class Counsel for the Settlement Class.

19 7. The Court finally designates Plaintiff Miray Atamian as the Class Representative.

20 8. The Court makes the following findings and conclusions regarding notice to the
21 Settlement Class:

- 22 a. The Class Notice was disseminated to persons in the Class in accordance
23 with the terms of the Agreement and the Class Notice and its dissemination
24 were in compliance with the Court's Preliminary Approval Order;
- 25 b. The Class Notice, which included Email Notice, Postcard Notice,
26 Publication Notice, Internet Advertising Program, and Website Notice: (i)
27 constituted the best practicable notice under the circumstances to Class
28 Members, (ii) constituted notice that was reasonably calculated, under the

1 circumstances, to apprise Class Members of the pendency of the litigation
2 and proposed Settlement, their right to object or to exclude themselves from
3 the proposed Settlement, and their right to appear at the Final Approval
4 Hearing, (iii) was reasonable and constituted due, adequate, and sufficient
5 individual notice to all persons entitled to be provided with notice, and (iv)
6 complied fully with the requirements of Cal. R. 3.766(d), the California and
7 United States Constitutions, and any other applicable law.

8 9. The Court finally approves the Settlement as fair, reasonable and adequate. The
9 terms and provisions of the Agreement, including all exhibits thereto, have been entered into in
10 good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in
11 the best interests of, each of the Parties and the Class Members.

12 10. The Court approves the plan for distribution of the Vouchers to Claim-in-Class
13 Members as set forth in the Agreement. Additionally, the Court approves the untimely Claim
14 Forms that are otherwise valid, to the extent the Claim Forms are received by the Claims
15 Administrator postmarked by July 10, 2025. The Claims Administrator is ordered to comply with
16 the terms of the Agreement with respect to distribution of settlement Vouchers within sixty (60)
17 calendar days of the Final Settlement Date. The Vouchers shall be void twelve (12) months after
18 issuance.

19 11. Class Counsel have moved pursuant to the Agreement and Rule of Court, rule 3.769
20 for an award of attorneys' fees and reimbursement of litigation costs. Pursuant to Rule of Court,
21 rule 3.769, this Court makes the following findings of fact and conclusions of law:

- 22 a. that the Settlement confers substantial benefits on the Class Members;
- 23 b. that the value conferred on the Class is immediate and readily quantifiable;
- 24 c. Claim-in-Class Members will be emailed or mailed a \$5.00 Voucher as their
25 monetary settlement benefit;
- 26 d. that Class Counsel vigorously and effectively pursued the Class Members'
27 claims before this Court in this complex case;
- 28 e. that the Settlement was obtained as a direct result of Class Counsel's
advocacy;

f. that the Settlement was reached following extensive negotiation between Class Counsel and Defendants' Counsel in good faith and in the absence of collusion, and with the assistance of an experienced mediator.

12. Accordingly, Class Counsel are hereby awarded \$1,052,199 in attorneys' fees and litigation costs combined, to be paid by Defendants in accordance with the terms of the Agreement. The Court also finds that hourly rates of Plaintiff's counsel are reasonable.

13. The Class Representative, as identified in the Preliminary Approval Order, is hereby awarded \$5,000 for the Class Representative's efforts in this case, which amount shall be paid by Defendants in accordance with the terms of the Agreement as a fair and reasonable individual service award.

14. The Court also approves a payment of \$292,801 to the Claims Administrator, to be paid by Defendants, as reasonable notice and administration expenses.

15. The terms of the Agreement and of this Final Approval Order, including any exhibits thereto, shall be forever binding in all pending and future lawsuits maintained by the Plaintiff, and all Class Members who did not validly exclude themselves from the Settlement, and anyone claiming through them such as heirs, administrators, successors, and assigns.

16. The Release, set forth in Section 2.8 of the Agreement, and which is also set forth below, is expressly incorporated herein in all respects and is effective as of the date of this Order; and the Released Parties are fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged by the Class Releasers from all Class Released Claims effective immediately upon this Order and Judgment becoming final.

a. "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.

17. Additionally, the Release in Section 2.9 of the Agreement, which is also set forth below, is expressly incorporated herein in all respects and is effective as of the date of this Order.

- a. 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.

- b. 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.

18. Neither the Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Order, nor any of its terms and provisions nor the Final Judgment to be entered pursuant to this Order, nor any of its terms and provisions, shall be:

- a. offered by any person or received against any Released Party as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in the Litigation or in any litigation, or other judicial or administrative proceeding, or the deficiency

1 of any defense that has been or could have been asserted in the Litigation or in any
2 litigation, or of any liability, negligence, fault or wrongdoing of any Released Party;
3 or

4 b. offered by any person or received against any Released Party as evidence of a
5 presumption, concession, or admission of any fault, misrepresentation, or omission
6 with respect to any statement or written document approved or made by any
7 Released Party or any other wrongdoing by any Released Party; or

8 c. offered by any person or received against any Released Party as evidence of a
9 presumption, concession, or admission with respect to any liability, negligence,
10 fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

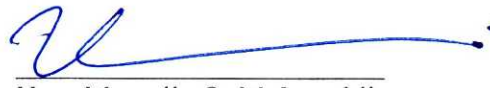
11 19. If an appeal is filed as to this Order, and if thereafter this Order is not ultimately
12 upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in
13 the Agreement or in connection therewith, shall be null and void to the extent provided by and in
14 accordance with the Agreement. If for any reason whatsoever this Settlement is not finalized or
15 there is no Final Settlement Date as detailed in Section 1.20 of the Agreement, the certification of
16 the Settlement Class shall be void and the Parties and the Action will return to the status quo as it
17 existed prior to the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted
18 in any proceedings, in response to any motion seeking class certification, any motion seeking to
19 compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding.
20 No agreements, documents or statements made by or entered into by any Party in connection with
21 the Settlement may be used by Plaintiff, any person in the Settlement Class, Defendants or any
22 other person to establish liability, any defense and/or any of the elements of class certification,
23 whether in the Action or in any other proceeding.

24 20. The Court retains jurisdiction over the Parties and the Settlement to enforce the
25 Settlement and terms of this Final Approval Order, pursuant to California Rules of Court, rule
26 3.769(h).
27

21. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement.

22. Plaintiff shall cause this Final Approval Order to be promptly posted on the Settlement Website, pursuant to California Rules of Court, rule 3.771(b).

DONE and ORDERED in Chambers in San Diego, California, this 11th day of July, 2025.


Hon. Marcella O. McLaughlin
Superior Court Judge

cc: All Counsel of Record

EXHIBIT A

#	FirstName	LastName	Adult Name (if Minor)
1	L	W	Danielle Johnson
2	P	J	Jessica Jones
3	J	C	Lisa Clark
4	S	H	Monica Hollifield
5	A	C	Sheray Smith
6	Dana	Adorno	
7	Susan	Andi	
8	Zeta	Andres	
9	Ciara	Andrews	
10	Chelsea	Aranjo	
11	Stamatina	Arfani	
12	Jessica	Auriana	
13	Angelixa	Azar	
14	Leslie	Backus	
15	Susan	Backus	
16	Juliette	Ball	
17	Christa	Barrett	
18	Toni	Baugh	
19	Emily	Belcher	
20	Alyssa	Bell	
21	Melinda	Berry	
22	Lisa	Black	
23	Donna	Bowen	
24	Colette	Breaux	
25	Emma	Broderick	
26	Shara	Brown	
27	Carrie	Brunetz	
28	Stacey Ann	Bryan	
29	Heather	Burkett Murphy	
30	Stephanie	Byrne	
31	Clara	Calderon	
32	Sandra	Caldwell	
33	Irene	Carbajal	
34	Stephanie	Carr	
35	Sara	Chapman	
36	Mariola	Chodkowska	
37	Holly	Ciferri	
38	Mackenzie	Cogle	
39	Theresa	Council	

40	Michelle	Coyle	
41	Doreen	Creshine	
42	Alixandra	Curry	
43	Lisa	Curry	
44	Kristie	Curtis	
45	Dean	Cuthbert	
46	Elise	Cuthbert	
47	Angelina	Da Gama	
48	Hope	Daley Derry	
49	Shealyn	Daly	
50	Robin	Daniels	
51	Tasheana	Deese	
52	Agnes	Delaney	
53	Alisha	Delaney	
54	Christina	DePauli	
55	Karen	Diclemente	
56	Natasha	Dinkins	
57	Natalie	Dodd	
58	Nancy	Domer	
59	Katherie	Donnelly	
60	Alyson	Drinkard	
61	Lindsey	Dueck	
62	Rachel	Duker	
63	Linda	Duran	
64	Brianda	Earle	
65	Monica	Easily	
66	Lisa	Easton	
67	Laura	Edwards	
68	Rena	Edwards	
69	Jacob	Eisen	
70	Alena	Esposito	
71	Michelle	Esposito	
72	Michelle	Estrada	
73	Lisa	Faup	
74	Amanda	Ferenc	
75	Vanessa	Fineman	
76	Gia	Fioravanti	
77	Theresa	Fitzpatrick	
78	Peter	Flagg	
79	Jaclyn	Fleischmann	
80	Amanda	Fontenot	
81	Temara	Ford	
82	Sherese	Fralin	

83	Sharon	Frank	
84	Heather	Garon	
85	Jennifer	Georgeson	
86	Erica	Gillis	
87	Virginia	Ginny DePaso	
88	Caitlin	Gottschalk	
89	Cari	Grahek	
90	Krystle	Green	
91	Taheera	Griffin	
92	Renee	Hardin	
93	Kerri	Hart	
94	Nicole	Harvey	
95	Valerie	Heath	
96	Maria	Hernandez	
97	Susan	Hilts	
98	Nicole	Hoff	
99	Monica	Hollifield	
100	Kamila	Huber	
101	Elizabeth	Huck	
102	Lauren	Hudson	
103	Devan	Humberson	
104	Rebecca	Hussey	
105	Ann	Jacoby	
106	Khila	James	
107	Danielle	Johnson	
108	Genevieve	Johnson	
109	Keoka	Johnson	
110	Kat	Johnston	
111	Stormy	Johnston	
112	Jessica	Jones	
113	Tanya	Karakasheva	
114	Viki	Karamalis	
115	Kathleen	Keehner	
116	Elaine	Keenan	
117	Magen	Kellam	
118	Kathleen	Kool	
119	Liza	Krengel	
120	Chelsea	Kuhn	
121	Anna	Kurilova	
122	Lissa	Laffey	
123	San Juana	Lara	
124	Robin	Laval	
125	Connie	Layton	

126	Kristie	Letizia	
127	Laura	Llewellyn	
128	Allison	Logan	
129	Regina	Lovitt	
130	Casey	Lowe	
131	Llasmin	Lozoya	
132	Lyana	Luciano	
133	Eliany R	Lugo	
134	Kassi	Lunderman	
135	Rebecca	Lyons	
136	Kylie	Lyons Davis	
137	Emily	MacNeil	
138	Craig	Madill	
139	Diane L	Madill	
140	Kady	Maher	
141	Christina	Mansour	
142	Kim	Marietta	
143	Shona	Martin	
144	Lucia	Martinez	
145	Kristie	Maxwell	
146	Melinda	McCabe	
147	Sherilyn	Mccollum	
148	Theresa	McCormack	
149	Kelly	McGovern	
150	Corinne	McGuffin	
151	Laura	Meekins	
152	Eliana	Mejia	
153	Yeni	Melchiore	
154	Lisa	Mendez	
155	Alakija	Mensah	
156	Natalie	Milberg	
157	Breanna	Miller	
158	Tina	Miller	
159	Tiffani	Monroe	
160	Martinique	Moore	
161	Jill	Mooshagian	
162	Kimberly	Moreno	
163	Jennifer	Morgan	
164	Molly	Moroney	
165	Kayla	Mullins	
166	Josh	Nalley	
167	Dana	Nattress	
168	Mayling	Ng	

169	Jessica	Nguyen	
170	Linda	Norman	
171	Hayley	Nunn	
172	Leslie	Orr	
173	Shirin	Parsian	
174	Heather	Passmore	
175	Sylva	Pate	
176	Gail	Patrick	
177	Melinda	Pena Barrera	
178	Kim	Pepper Kraft	
179	Sara Louise	Petty	
180	Nikki	Phelps	
181	Erica	Pilicy	
182	DeShaun Wise	Porter	
183	Robin	Poston	
184	Kristen	Pugno	
185	Nicole	Quenga	
186	Melinda	Quinn	
187	Kimberly	Quinones	
188	Charity	Reddish	
189	Shannon	Reddoch	
190	Natalie	Register	
191	Laura	Repass	
192	Jean	Riccio	
193	Sarah	Richardson	
194	Heather	Rife	
195	Gisela	Rivera	
196	Cristina Ansarah	Rizek	
197	Alexa	Roemer	
198	Patricia	Rogers	
199	Alyssa	Romano	
200	Beth	Rowse	
201	Collette	Russell	
202	Felicia	Sanchez	
203	Catherine	Sanderlin	
204	Cindy	Seder	
205	Janet	Senft	
206	Amy	Shay	
207	Danielle	Sigmon	
208	Terri	Simonds	
209	Rhiannon	Singer	
210	Janis	Sinisi	
211	Jess	Slemp	

212	Jodi	Sobiech	
213	Maria	Sokolova	
214	Rachel	Sorell	
215	Joanne	Sorrentino	
216	Angela	Sothman	
217	Tiffany	Stears	
218	April	Stevens	
219	Elyssa	Stoops	
220	Cassandra	Strus	
221	Marjani	Sykes	
222	Noel	Talerico	
223	Chloe Van	Tassel	
224	Lorann	Terry	
225	Miecha lysis	Thomas	
226	Cathi	Thompson	
227	Talia	Tinucci	
228	Marina	Tolic	
229	Leslie	Tolstoy	
230	Justyna	Tymoszczuk	
231	Rebekah	Valentine	
232	Tanya	Vallejo	
233	Jerrika	Vega	
234	Christina	Ventor	
235	Marilu	Vivado	
236	Andrea	Warren	
237	Stacey	Wehr	
238	Raina	Wensell	
239	Teresa	West	
240	Chrystal	White	
241	Portia	Wiggins	
242	Leslie	Wiles	
243	Pamela	Williamson	
244	Tammy	Winters	
245	Terri	Witts	
246	Robin	Yeager	
247	Kerri Ann	Young	
248	Maleeha	Zahid	
249	Jessica	Zaleta Bates	
250	Debra	Zappia	
251	Maureen	Zavatone	
252	Vicki	Zirbel	
253	Jeanne	Zombek	

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