

## SCHEDULE B – SETTLEMENT AGREEMENT

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### NOTICE OF CLASS ACTION AUTHORIZATION AND SETTLEMENT APPROVAL HEARING (OHAYON v. OLAPLEX INC et al., S.C.M. no. 500-06-001178-223)

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A settlement agreement (the “**Settlement**”) has been reached, subject to Court approval, in file no. 500-06-001178-223 of the Superior Court of Quebec (the “**Class Action**”) between a Quebec consumer (the “**Plaintiff**”) and Olaplex, Inc., Olaplex Holdings, Inc., and Sephora Beauty Canada, Inc. (together, the “**Defendants**”), in the class action instituted in relation to the sale of the old formula of Olaplex’s No. 3 Hair Repair Perfector (the “**Product**”) containing a specific ingredient, butylphenyl methylpropional, (the “**Ingredient**”) and the launch of a new formula of the same product in 2022 without the Ingredient (the “**New Product**”).

Plaintiff alleged that the Defendants acted in violation of the Quebec *Consumer Protection Act* (the “**CPA**”) by (i) concealing an important fact by not disclosing the alleged health risks that could be associated with the presence of the Ingredient in the Product and (ii) falsely representing in February 2022 that they had removed the Ingredient from the Product by launching the New Product. The Court has made no determination regarding the merits of those allegations, which Defendants deny in all respects.

On October 6, 2025, the Class Action was authorized for settlement purposes only. The settlement approval hearing will take place on **November 25, 2025, at 9:30 a.m. in room 2.08** of the Montreal Courthouse located at 1 Notre-Dame Street East (the “**Hearing**”). This Settlement may affect your rights, whether you act or not. Please read this notice carefully. To opt out of the Settlement, you must complete and sign an Opt Out Form, and deliver it to the Clerk of the Superior Court of Québec **by November 14, 2025**, as described in more detail below.

#### **Why have I received this email?**

You are receiving this email as, between March 1, 2019 and August 31, 2022 (the “**Class Period**”), you purchased bottle(s) of the Product from the Defendants, using this email address, and provided a billing address in the Province of Quebec at the time of that purchase.

The purpose of this notice is to inform you that the Plaintiff and the Defendants have reached a Settlement putting an end to the Class Action. While the Defendants continue to deny all allegations, they have agreed to reach this Settlement to avoid the cost and risk of litigation. The Parties believe that the Settlement is the best solution to dispose of the dispute. They will ask the Court to approve it.

The Court will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing which will take place on **November 25, 2025, at 9:30 a.m. in room 2.08** of the Montreal Courthouse, located at 1 Notre-Dame Street East.

#### **What was the purpose of the Class Action?**

According to the Plaintiff, the Defendants allegedly contravened the CPA by concealing an important fact by not disclosing the alleged health risks that could be associated with the presence of the Ingredient in the Product and falsely representing in February 2022 that they had removed the Ingredient from the Product by launching the New Product. These allegations have not been proven in Court and have been, and continue to be, denied in all respects by the Defendants, who say that they have complied with all applicable legislation at all times and deny any health risks associated with the presence of the Ingredient in the Product, before its removal of the New Product’s formula in 2022.

### **What does the Settlement provide for?**

The Settlement provides that the Defendants will offer each Settlement Class Member the possibility of: **(1)** receiving a free 100ml bottle of Olaplex's No. 3 Hair Repair Perfector (the "**Product Distribution**") at their residential address. Settlement Class Members who do nothing will, by default, participate in the Product Distribution; or **(2)** receiving a **\$20.00** Interac E-Transfer by submitting an E-Transfer Request within the E-Transfer Deadline (the "**E-Transfer Distribution**", and collectively with the Product Distribution, the "**Compensation**").

In addition to the Compensation, the Defendants have also agreed to pay the Settlement Expenses and Class Counsel Fees and Disbursements (\$255,000 plus taxes and subject to Court approval) on top of and separately from the Compensation offered to Settlement Class Members.

The Product Distribution and the E-Transfer Payment will be completed through a Settlement Administrator (the costs of which will be borne by the Defendants).

### **(1) PRODUCT DISTRIBUTION**

Each Settlement Class Member (i) who has not elected to participate in the E-Transfer Payment and (ii) for which the Defendants' records list a valid residential address in Quebec or for which an updated residential address was provided in a Product Distribution Form (to be provided in a subsequent notice if and when the Settlement is approved) within the Compensation Deadline will receive a free 100ml bottle of Olaplex's No. 3 Hair Repair Perfector (retail value of \$47.15 inclusive of GST and QST on the date of execution of the Settlement). Settlement Class Members will receive only one (1) bottle, regardless of the number of bottles of the Product they purchased from the Defendants. Additional terms and conditions are set out in the Settlement Agreement.

### **(2) E-TRANSFER PAYMENT**

Settlement Class Members who do not want the free Product may instead request an Interac E-Transfer Payment instead and will receive an amount of **\$20.00** to the same email address at which they received this notice (unless updated). Settlement Class Members must submit an Interac E-Transfer Request (to be provided in a subsequent notice if and when the Settlement is approved) within the Distribution Deadline..

Under either of the two options, Settlement Class Members will receive only one (1) bottle or Interac E-Transfer, regardless of the number of bottles of the Product they purchased from the Defendants. Additional terms and conditions are set out in the Settlement Agreement.

In exchange, Settlement Class Members will provide a full and complete release of the claims asserted in the Class Action against the Defendants regarding the sale of the Product and the launch of the New Product. The Settlement Agreement does not constitute an admission of liability by the Defendants, who have agreed to the authorization and settlement of this Class Action only for the purpose of avoiding a trial and the additional costs and expenses related thereto, and continue to deny all claims.

### **Opting Out**

If you are a member of the Settlement Class and for any reason whatsoever you do not wish to be bound by this Settlement, you must take steps to opt out of the Settlement Class. Opting out will result in your exclusion from the Settlement and you will receive no benefits thereunder. If you opt out you will not be bound by the Class Action and may be able to exercise any valid rights of action at your own cost, within the deadlines prescribed by law.

To opt out, you must complete and sign an Opt Out Form accessible [here](#), and deliver it to the Clerk of the Superior Court of Quebec **by November 14, 2025** at the address listed on the form (or via email to Class Counsel listed below who will file it for you).

**Objecting to the Settlement or commenting on it**

Settlement Class Members have the right to make objections to or comments on the Settlement by **November 14, 2025**. Your document must contain the following information:

1. The style of cause and docket number of the Class Action: *Ohayon v. Olaplex, Inc., et al.*, S.C.M. no. 500-06-001178-223
2. Your full name and current address, telephone number and email address (and the email associated with the purchase(s) of bottle(s) of the Product if different);
3. The grounds for your objection to the Settlement or the comments you wish to make about it;
4. The name and contact information of your attorney, if any (you can object to the Settlement or comment on it without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense); and
5. Confirmation as to whether you intend to be present at the Settlement approval hearing.

If, despite your objection or comments, the Settlement is approved, you can still receive compensation pursuant to the Settlement if you are eligible.

Class Members have the right to seek intervenor status in the Class Action. A member who intervenes may be required to submit to a pre-trial examination. No Class Member other than the Plaintiff or an intervenor may be required to pay legal costs arising from the class action.

**For more information**

For more information and access to the full version of Settlement Agreement and its schedules, you may consult the Settlement Website: <https://proactio.ca/en/collective-action/hairecare/> or the Settlement Administrator :

Proactio  
600, de la Gauchetière West Street, Suite 2000  
Montréal (Québec) H3B 4L8  
450-969-9926 / 1-844-967-3705  
[soincheveux@proactio.ca](mailto:soincheveux@proactio.ca)  
<https://proactio.ca/en/collective-action/hairecare/>

You may also contact Class Counsel:

Mtre. Joey Zukran  
**LPC AVOCATS**  
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(514) 379-1572  
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[www.lpclex.com/olaplex](http://www.lpclex.com/olaplex)

Do not contact the Defendants for information on this Settlement.

In case of discrepancies between this notice and the Settlement Agreement, the latter shall prevail. The publication of this notice has been approved by the Court.