

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ABDULADHIM A. ALGHAZWI, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

THE BEAUTY HEALTH COMPANY,
ANDREW STANLEICK, and LIYUAN
WOO,

Defendants.

Case No.: 2:23-cv-09733-SPG-MAA

**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION**

Hon. Sherilyn Peace Garnett

TO: All Persons or entities which, between May 10, 2022 and November 13, 2023, inclusive, purchased or otherwise acquired BeautyHealth Common Stock or BeautyHealth Call Options, or sold or otherwise disposed of BeautyHealth Put Options, and were damaged thereby.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED CLASS ACTION SETTLEMENT IN A LAWSUIT PENDING IN FEDERAL COURT.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST SUBMIT A CLAIM FORM TO OBTAIN YOUR SHARE OF THE SETTLEMENT. IF YOU DO NOT SUBMIT A CLAIM, YOU WILL NOT HAVE ANY RIGHT TO COMPENSATION.

This Notice concerns a lawsuit that a federal court has preliminarily certified as a class action for settlement purposes on behalf of investors (individuals and entities) who purchased or otherwise acquired, or sold or otherwise disposed of, SkinHealth Systems Inc. f/k/a The Beauty Health Company (“BeautyHealth”) Securities during the period of May 10, 2022, through November 13, 2023, inclusive (the “Settlement Class Period”).¹ The lawsuit is referred to as *Alghazwi v. The Beauty Health Company, et al.*, No. 2:23-cv-09733-SPG-MAA (C.D. Cal.) (the “Action”) and is pending before the Honorable Sherilyn Peace Garnett in the United States District Court for the Central District of California (the “Court”).

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated June 17, 2026 (the “Stipulation”), which is available at www.BeautyHealthSecuritiesLitigation.com.

This Notice is to inform you that the Court-appointed Lead Plaintiffs Priscilla Dijkgraaf and Martijn Dijkgraaf (“Lead Plaintiffs”), have reached a Settlement on behalf of the Settlement Class in the amount of \$18,000,000 in cash with Defendant BeautyHealth (with Lead Plaintiffs, the “Settling Parties”).

Overview of the Action and Settlement:

Lead Plaintiffs allege that during the Settlement Class Period, Defendants BeautyHealth, Andrew Stanleick, and Liyuan Woo (collectively, “Defendants”) made materially false and misleading statements in violation of §10(b) of the Securities Exchange Act of 1934 (“Exchange Act”), Rule 10b-5 promulgated thereunder, and §20(a) of the Exchange Act, which caused the price of BeautyHealth Securities to trade at artificially inflated prices, and that the stock price dropped in response to certain subsequent disclosures. BeautyHealth has denied and continues to deny such allegations and all charges of wrongdoing or liability. The Settlement shall in no event be construed as, or deemed to be evidence of, an admission or concession by BeautyHealth with respect to any claim or any fault or wrongdoing or damage to the Settlement Class Members or any other person.

The Settlement resolves all of the claims in the Action as to all Defendants, including Stanleick and Woo.

The Settling Parties engaged a third-party mediator, Greg Danilow of Phillips ADR Enterprises, P.C. After the submission of comprehensive mediation statements and other materials, Lead Plaintiffs and BeautyHealth participated in an in-person mediation with Mr. Danilow on May 20, 2026. After negotiations throughout the mediation process, the Settling Parties conditionally agreed on settling the Action for \$18,000,000 and executed a confidential term sheet, which memorialized the key terms of this Stipulation.

Overview of the Recovery: Lead Plaintiffs have agreed, on behalf of the Settlement Class, to settle all claims and grant the Released Defendant Persons (which includes Defendants Stanleick and Woo) a full and complete release of all Released Claims in exchange for a cash payment of \$18,000,000 (the “Settlement Amount”).

The Settlement Amount plus any interest earned thereon is called the “Settlement Fund.” The “Net Settlement Fund” is the Settlement Fund less the following deductions: (i) attorneys’ fees (estimated not to exceed 30% or \$5,400,000) and litigation costs and expenses (estimated not to exceed \$325,000) that will be approved by the Court; (ii) awards to Lead Plaintiffs to compensate them for their time and expenses in representing the Settlement Class (estimated not to exceed \$5,000 for each Lead Plaintiff) to be approved by the Court; (iii) Notice and Administration Expenses (estimated to be no more than \$250,000); (iv) Taxes and Tax Expenses; and (v) other fees and expenses authorized by the Court.

The Net Settlement Fund will be distributed pursuant to the plan of allocation approved by the Court (the “Plan of Allocation”), which determines how the Net Settlement Fund will be allocated among Settlement Class Members who become eligible to participate in the distribution of the Net Settlement Fund by submitting a timely and valid Proof of Claim and Release form (“Proof of Claim” or “Claim Form”). The proposed Plan of Allocation is described at page 21 below.

Based on the analysis performed by Lead Plaintiffs and their damages expert, the estimated average recovery per share (or underlying share for options) for a Settlement Class Member from the Settlement Fund (before the deduction of any Court-approved fees, expenses and costs as described herein) would be approximately \$0.35 per share of BeautyHealth Common Stock, \$0.05 per affected BeautyHealth Call Option underlying share, and \$0.30 per affected BeautyHealth Put Option underlying share. These amounts assume all eligible Settlement Class Members submit valid and timely Proofs of Claim. If fewer than all Settlement Class Members submit timely and valid Proofs of Claim (which is likely), the distributions per share will be higher. A Settlement Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by a Settlement Class Member's number of eligible BeautyHealth Securities as compared to the total eligible BeautyHealth Securities of all Settlement Class Members who submit timely and valid Proofs of Claim. (See the Plan of Allocation beginning on page 21 below for details and more information.)

Lead Counsel Hagens Berman Sobol Shapiro LLP ("Lead Counsel") intends to seek attorneys' fees. These attorneys' fees are not to exceed 30% of the Settlement Amount (\$5,400,000), plus any interest earned on this amount at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel will apply for a reimbursement of litigation costs and expenses paid or incurred in connection with the institution, prosecution, and resolution of the claims against the Defendants, in an amount not to exceed \$325,000 plus any interest earned on this amount at the same rate and for the same period as earned by the Settlement Fund. Lead Counsel will also submit an application for awards to Lead Plaintiffs to compensate them for their time and effort related to their representation of the Settlement Class in an amount not to exceed \$5,000 for each Lead Plaintiff.

Any fees, expenses, or awards to Lead Plaintiffs granted by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees, expenses, or awards to Lead Plaintiffs. In addition, certain costs for administering the settlement, notifying the Settlement Class, and evaluating claims will be paid from the Settlement Fund. At this time, the Claims Administrator estimates that such expenses will not exceed \$250,000.

If the Court approves the maximum amount of Lead Counsel's requested fees and expenses (including awards to Lead Plaintiffs), and the Notice and Administration Expenses are \$250,000, the average cost per affected share (or underlying share for options) will be approximately \$0.12 per share of BeautyHealth Common Stock, \$0.02 per affected BeautyHealth Call Option underlying share, and \$0.10 per affected BeautyHealth Put Option underlying share.

The Settling Parties do not agree regarding the merits of Lead Plaintiffs' allegations and BeautyHealth's defenses with respect to liability or the average amount of damages per share of BeautyHealth Common Stock and/or BeautyHealth Call or Put Options, if any, that would be recoverable if Lead Plaintiffs were to prevail at trial on each claim. The issues on which the Settling Parties disagree include: (1) whether Defendants made any statements that were materially false or misleading or otherwise actionable under federal securities law; (2) whether Defendants acted with scienter; (3) to the extent any statements were materially false or misleading, whether any subsequent disclosures corrected any prior statements by Defendants; (4) the causes of the loss in

the value of the stock; and (5) the amount of alleged damages, if any, that could be recovered at trial. This Action has not gone to trial. Instead, Lead Plaintiffs and BeautyHealth have agreed to settle the Action.

Lead Plaintiffs and Lead Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses Defendants would raise. Among the reasons that Lead Plaintiffs and Lead Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they would be able to prevail on a motion for class certification, whether they could establish the elements of their Exchange Act claims at summary judgment and trial, and whether they would be able to prove that the alleged misstatements and omissions actually caused the Settlement Class any damages, and the amount of damages, if any. Even if Lead Plaintiffs were to win at trial, and also prevail on any appeal brought by Defendants, Lead Plaintiffs might not be able to collect some, or all, of any judgment that may be awarded. Moreover, litigation of this type is usually expensive, and it is possible that, even if Lead Plaintiffs' allegations were eventually found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced through costs of litigation.

Throughout this Action, Defendants have denied, and continue to deny, any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Defendants expressly have denied, and continue to deny, that they have committed any act or omission giving rise to any liability under §§10(b) or 20(a) of the Securities Exchange Act of 1934. Specifically, Defendants expressly have denied, and continue to deny, each and all of the claims alleged by Lead Plaintiffs in the Litigation, including, without limitation, any liability arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied, and continue to deny, among other allegations, the allegations that Lead Plaintiffs or the Class have suffered any damages, that the price of BeautyHealth Common Stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that Lead Plaintiffs or the Class was harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action. BeautyHealth is entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

Identification of Attorneys: Lead Plaintiffs and all other Settlement Class Members are represented by counsel identified in the answer to Question 17 below.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM POSTMARKED OR SUBMITTED ONLINE BY JANUARY 19, 2027	This is the only way to be eligible to get a payment from the Settlement. If you wish to participate in the Settlement, you will need to complete and submit the enclosed Proof of Claim. Settlement Class Members who do not complete and submit the Proof of Claim in accordance with the instructions on the Proof of Claim and do not submit it within the time required will be bound by the Settlement but will not participate in any distribution of the Net Settlement Fund.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 24, 2026	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you to be part of any other lawsuit against BeautyHealth or the other Released Defendant Persons concerning the Released Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED OR FILED NO LATER THAN NOVEMBER 24, 2026	If you believe the Settlement is objectionable in any respect, you may write to the Court about why you oppose the Settlement, the Plan of Allocation, the requests for attorneys' fees, costs, and expenses, and/or the requests for awards to Lead Plaintiffs. You will still be a Settlement Class Member.
ATTEND THE FAIRNESS HEARING ON DECEMBER 9, 2026, AT 1:30 PM, AND PROVIDE A NOTICE OF INTENTION TO APPEAR TO LEAD COUNSEL SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 24, 2026	The hearing on whether to approve the Settlement is scheduled for December 9, 2026, at 1:30 pm (the "Fairness Hearing"), and is open to the public. You do not need to attend the hearing unless you wish to speak either in support of the Settlement or in support of any objection you may have submitted, and have submitted to Lead Counsel a Notice of Intention to Appear so that it is received no later than November 24, 2026 . The Court may postpone the Fairness Hearing without prior notice on the date scheduled for the hearing.
DO NOTHING	If you are a Settlement Class Member and do not submit a Proof of Claim postmarked or submitted online by January 19, 2027 , you will not be eligible to receive any payment from the Settlement Fund. You will, however, be bound by the Settlement, unless you have previously requested exclusion from the Settlement Class.

These rights and options are explained in further detail later in this Notice.

Further Information

For further information regarding this settlement, you may contact a representative of Lead Counsel: Lucas E. Gilmore, Hagens Berman Sobol Shapiro LLP, 715 Hearst Avenue, Suite 300, Berkeley, CA 94710, Telephone: (510) 725-3000. You may also reach the Claims Administrator by mail at BeautyHealth Securities Settlement, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, over the phone toll-free at (855) 905-5327, or visit the website for the case: www.BeautyHealthSecuritiesLitigation.com (the “Settlement Website”).

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BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because the Settling Parties are seeking approval of a proposed settlement on behalf of Settlement Class Members, and you have been identified as a potential Settlement Class Member either from the transfer agent's record of ownership of BeautyHealth Securities or by your broker or custodian if you purchased or acquired or sold BeautyHealth Securities in "street name."

The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about the proposed settlement of the Action, and about all of their options, before the Court decides whether to approve the Settlement.

This Notice explains the Action, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Action about?

The Action was brought by the Court-appointed Lead Plaintiffs Priscilla Dijkgraaf and Martijn Dijkgraaf. Lead Plaintiffs are represented by the Court-appointed Lead Counsel Hagens Berman Sobol Shapiro LLP. Lead Plaintiffs asserted claims under Sections 10(b) and 20(a) of the Exchange Act and SEC Rule 10b-5 promulgated thereunder against Defendants BeautyHealth, Andrew Stanleick, and Liyuan Woo.

The operative complaint in the Action was filed on May 5, 2025. ECF No. 57. Lead Plaintiffs allege that during the Settlement Class Period, Defendants made materially false and misleading statements in violation of § 10(b) of the Exchange Act, Rule 10b-5 promulgated thereunder, and § 20(a) of the Exchange Act, which caused the price of BeautyHealth Securities to trade at artificially inflated prices. Lead Plaintiffs assert that the alleged misstatements or omissions artificially inflated the prices of BeautyHealth Securities, and that the prices dropped in response to certain subsequent disclosures on November 13, 2023.

On July 11, 2025, Defendants filed a motion to dismiss the Complaint. ECF No. 67. Lead Plaintiffs opposed the motion on August 11, 2025 (ECF No. 69), and Defendants filed a reply in support of the motion on September 2, 2025. ECF No. 74. On September 23, 2025, the Court denied Defendants' motion to dismiss. ECF No. 78.

Formal fact discovery commenced in late 2025. Lead Plaintiffs, BeautyHealth, and Defendants Stanleick and Woo exchanged initial Rule 26 disclosures. Lead Plaintiffs served fifty-two (52) document requests on Defendants. Lead Plaintiffs and Defendants engaged in multiple meet and confers over the document requests, as well as extensive negotiations over an ESI protocol and protective order to govern the collection, review, and production of documents in the Action. With the assistance of the Court, Lead Plaintiffs and BeautyHealth set a schedule for the review and production of a priority set of documents. Ultimately, prior to the Settlement, BeautyHealth produced over 55,000 documents to Lead Plaintiffs. Lead Plaintiffs also issued document subpoenas to fourteen (14) third parties, which resulted in additional document discovery.

In March 2026, Lead Plaintiffs and BeautyHealth agreed to a temporary pause of certain discovery activities to focus on a second session of mediation with Greg Danilow of Phillips ADR Enterprises P.C., the first session having occurred in March 2025. The Court entered the joint stipulation to amend the pretrial schedule on March 25, 2026. ECF No. 131.

After submission of additional comprehensive mediation statements, which included discussion of BeautyHealth's documents produced in discovery, Lead Plaintiffs and BeautyHealth participated in a second in-person mediation session with Mr. Danilow on May 20, 2026. After extensive negotiations, Lead Plaintiffs and BeautyHealth executed a confidential term sheet to settle the Action that same day which memorialized the key terms of the Stipulation.

BeautyHealth has denied and continues to deny the allegations in the Complaint and all charges of wrongdoing or liability. The Settlement shall in no event be construed as, or deemed to be evidence of, an admission or concession by BeautyHealth with respect to any claim or any fault or wrongdoing or damage to the Settlement Class Members or any other person. The Settlement resolves all of the claims in the Action, including as to Defendants Stanleick and Woo.

This Notice is NOT an expression of the Court's opinion on the merits of any of the claims in the Action or whether BeautyHealth engaged in any wrongdoing.

To learn more about what has happened in the Action to date, including a detailed history, please see the Stipulation and other relevant pleadings which are available at www.BeautyHealthSecuritiesLitigation.com (the "Settlement Website"). Instructions on how to get more information are also included in Question 24 below.

3. Why is this a class action?

In a class action, one or more persons or entities sue on behalf of people and entities who have similar claims. Together, these people and entities are referred to as a "class," and each is a "class member." One court resolves the issues for all class members at the same time, except for those class members who exclude themselves from the class (the process for which is described more fully in Question 13 below).

4. Why is there a Settlement?

The Lead Plaintiffs made claims against the Defendants on behalf of Settlement Class Members. BeautyHealth denies that it has done anything wrong or violated any statute and admits no liability. The Court did not decide in favor of the Lead Plaintiffs or Defendants. Instead, the Settling Parties agreed to the Settlement with the assistance of an experienced mediator to avoid the costs and risks of further litigation, including trial and post-trial appeals, and Lead Plaintiffs agreed to the Settlement to ensure that Settlement Class Members will receive compensation. Lead Plaintiffs and Lead Counsel believe the Settlement is in the best interest of all Settlement Class Members in light of the real possibility that continued litigation could result in no recovery at all.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to ascertain if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

The Court directed that everyone who fits these descriptions is a Settlement Class Member: all Persons or entities which, between May 10, 2022 and November 13, 2023, inclusive, purchased or otherwise acquired BeautyHealth Common Stock or BeautyHealth Call Options, or sold or otherwise disposed of BeautyHealth Put Options, and were damaged thereby, except those Persons and entities that are excluded, as described below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN YOU ARE A SETTLEMENT CLASS MEMBER OR ENTITLED TO RECEIVE A PAYMENT FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO GET A PAYMENT FROM THE SETTLEMENT, YOU MUST SUBMIT THE CLAIM FORM INCLUDED WITH THIS NOTICE SO THAT IT IS POSTMARKED OR SUBMITTED ONLINE BY JANUARY 19, 2027.

6. Are there exceptions to being included?

Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Families, or any individual trust or family trust, of any Defendant who is an individual; (iii) any person who is or was an officer or director of BeautyHealth at all relevant times; (iv) any firm or entity in which Defendants have or had a majority ownership interest; (v) BeautyHealth's liability insurance carriers; (vi) any affiliates, parents, or subsidiaries of BeautyHealth; (vii) all BeautyHealth plans that are covered by ERISA; and (viii) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any excluded Person or entity, in their respective capacity as such. Also excluded from the Settlement Class are any Persons or entities who properly excluded themselves by filing a valid and timely request for exclusion in accordance with the requirements set by the Court.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement, you can ask for free help. You can contact the Claims Administrator toll-free at (855) 905-5327, or you can fill out and return the Proof of Claim enclosed with this Notice, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

The terms and conditions of the Settlement are set forth in the Stipulation and the Exhibits thereto. The following description of the proposed settlement is only a summary, and reference is made to the text of the Stipulation, on file with the Court or accessible at www.BeautyHealthSecuritiesLitigation.com.

The Settlement Fund consists of \$18,000,000.00 in cash, plus any interest earned thereon.

The Settlement Fund will be used to pay: (i) Taxes and Tax Expenses; (ii) Notice and Administration Expenses as authorized by this Stipulation; (iii) Attorneys' Fees and Expenses

authorized by the Court; (iv) any Awards to Lead Plaintiffs authorized by the Court; and (v) other fees and expenses, if any, authorized by the Court.

The balance of the Settlement Fund remaining after the above payments shall constitute the Net Settlement Fund, which shall be distributed in accordance with the Plan of Allocation described below, to Settlement Class Members who submit valid and timely Proofs of Claim.

The effectiveness of the Settlement is subject to a number of conditions and reference to the Stipulation is made for further particulars regarding these conditions.

9. How much will my payment be?

Your share of the fund will depend on several things, including: (a) when your BeautyHealth Security was purchased or sold; (b) the number of BeautyHealth Securities you purchased or sold; (c) how much you paid for the BeautyHealth Securities when you purchased or acquired them; (d) for how much you sold your BeautyHealth Securities when you sold or disposed of them; (e) the number of Settlement Class Members who file claims; (f) the interest accrual at the distribution; (g) administrative costs; and (h) attorneys' fees and expenses and an award to Lead Plaintiffs granted by the Court.

It is unlikely that you will get a payment for the full amount of your claim. (See the Plan of Allocation below on pages 21-31 for more information on your claim.)

10. How can I receive a payment?

You may submit a Proof of Claim as described below. If you choose this option, you will share in the proceeds of the proposed settlement if your claim is timely, valid, and entitled to a distribution under the Plan of Allocation described below and if the proposed settlement is finally approved by the Court. By submitting a claim, you will be bound by the Judgment and release to be entered by the Court as described below, even if you ultimately do not end up receiving a payment from the Net Settlement Fund.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM. A Proof of Claim is enclosed with this Notice, or it may be downloaded at www.BeautyHealthSecuritiesLitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it to the Claims Administrator so that it is ***postmarked or received no later than January 19, 2027 or submitted online by 11:59 PM PT on January 19, 2027.*** The Claim Form may be submitted online at www.BeautyHealthSecuritiesLitigation.com. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

11. When would I receive my payment?

The Court will hold a Fairness Hearing on **December 9, 2026, at 1:30 pm**, to decide whether to approve the Settlement. If the Court approves the Settlement after that hearing, there

might be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

12. What am I giving up as a Settlement Class Member?

As a Settlement Class Member, you are bound by any and all determinations or judgments in the Action in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Settlement Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Defendant Persons, whether or not you submit a valid Proof of Claim.

13. How can Settlement Class Members seek exclusion from the Settlement Class?

Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to BeautyHealth Securities Settlement, EXCLUSIONS, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602. ***The Request for Exclusion must be received no later than November 24, 2026.*** You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity “requests exclusion from the Settlement Class in *Alghazwi v. The Beauty Health Company, et al.*, No. 2:23-cv-09733-SPG-MAA (C.D. Cal.)”; (c) identify and state the number of shares of BeautyHealth Securities that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period (*i.e.*, between May 10, 2022, and November 13, 2023, inclusive), as well as the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above or is otherwise accepted by the Court.

If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Claim against any of the Released Defendant Persons.

BeautyHealth has the right to terminate the Settlement if valid requests for exclusion are received from members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiffs and BeautyHealth.

To retract or withdraw a prior request for exclusion, a Settlement Class Member must file a written notice with the Court stating the person’s or entity’s desire to retract or withdraw his, her, or its request for exclusion and that person’s or entity’s desire to be bound by any judgment and settlement; provided, however, that the filing of such written notice may be effected by Lead Counsel, as long as it is personally executed by a Settlement Class Member.

14. If I exclude myself, can I get money from the proposed settlement?

No. If you exclude yourself, you may not send in a Proof of Claim to ask for any money.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court appointed the law firm of Hagens Berman Sobol Shapiro LLP as Lead Counsel to represent the Settlement Class in this Action, including you (assuming you are a Settlement Class Member).

You will not be charged for these lawyers. They will be paid from the Settlement Fund to the extent the Court approves their application for fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

At the Fairness Hearing, Lead Counsel will request that the Court award aggregate attorneys' fees. These attorneys' fees are not to exceed 30% of the Settlement Amount (\$5,400,000), plus any interest earned on this amount at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel will apply for a reimbursement of litigation costs and expenses paid or incurred in connection with the institution, prosecution, and resolution of the claims against the Defendants, in an amount not to exceed \$325,000 plus any interest earned on this amount at the same rate and for the same period as earned by the Settlement Fund. Lead Counsel will also submit an application for awards to Lead Plaintiffs to compensate them for their time and effort related to their representation of the Settlement Class in an amount not to exceed \$5,000 for each Lead Plaintiff.

Settlement Class Members are not personally liable for any such fees or any other expenses (estimated not to exceed \$250,000 for Notice and Administration Expenses).

The net recovery for Settlement Class Members is estimated to be at least \$12,015,000 (\$18,000,000 minus all of the foregoing fees and expenses).

To date, Lead Counsel have not received any payment for their services representing Settlement Class Members, nor have they been paid any of their expenses. The fees requested by Lead Counsel will compensate counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class and for the risks they undertook in representing the Settlement Class on a wholly contingent basis. Lead Counsel believe their total attorneys' fee requests are well within the range of fees awarded to plaintiff's counsel under similar circumstances in other litigation of this type.

17. Can I hire my own lawyer?

If you are a Settlement Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before **November 24, 2026**, and must serve copies of such

appearance on the attorneys listed below by both email and hard copy mail. If you do not enter an appearance through counsel of your own choosing, you will be represented by Lead Counsel listed below.

Lead Counsel

Lucas E. Gilmore
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
lucasg@hbsslaw.com

Counsel for BeautyHealth is listed below:

Counsel for Defendant The Beauty Health Company

John C. Scalzo
REED SMITH LLP
599 Lexington Avenue, 22nd Floor
New York, NY 10022
Telephone: (212) 521-5400
Facsimile: (212) 521-5450
jscalzo@reedsmith.com

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I object to the proposed settlement?
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Any Settlement Class Member who objects to any aspect of the Settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses (including awards to Lead Plaintiffs), may appear and ask to be heard at the Fairness Hearing. The Court can only approve or deny the settlement; the Court cannot change its terms. You can ask the Court to deny approval of the Settlement by filing an objection.

You may object to the proposed settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for any legal expenses charged by that attorney. Any objection must (1) include your name, address, and telephone number; (2) clearly identify the case name and number (*Alghazwi v. The Beauty Health Company, et al.*, No. 2:23-cv-09733-SPG-MAA (C.D. Cal.)); (3) demonstrate your membership in the Settlement Class, including the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and/or sales of BeautyHealth Securities from May 10, 2022, through November 13, 2023, inclusive; (4) contain a statement of the reasons for objection; (5) state the name, address, and telephone number of the Settlement Class Member's counsel; and (6) be submitted to the Court either by mailing to the Office of the Clerk of the United

States District Court for the Central District of California, First Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, or by filing them in person at any location of the United States District Court for the Central District of California, or electronically by ECF on the docket for this Action. Copies of such objections must also be provided by email and hard copy mail to Lead Counsel and BeautyHealth's counsel listed above. Such objections, papers, and briefs must be **received or filed, not simply postmarked, on or before November 24, 2026.**

The objection must be signed by the objector, even if the objection is filed by counsel for the objector.

Only Settlement Class Members who have submitted written notices of objection in the manner and time provided above will be heard at the Fairness Hearing, unless the Court orders otherwise. Any Settlement Class Member who does not make their objection in the manner and time provided above shall be deemed to have waived such objection and shall be foreclosed from making any objection to the fairness or adequacy of the proposed settlement, to the Plan of Allocation, or to the award of attorneys' fees and expenses (including any awards to Lead Plaintiffs), unless otherwise ordered by the Court.

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the proposed settlement?

The Fairness Hearing will be held on **December 9, 2026, at 1:30 pm**, before the Honorable Sherilyn Peace Garnett, United States District Judge, at the United States District Court for the Central District of California, 350 W. 1st Street, Courtroom 5C, Los Angeles, CA 90012. The purpose of the Fairness Hearing will be: (a) to determine finally whether the requirements for class action treatment under Federal Rule of Civil Procedure 23 are satisfied; (b) to determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court; (c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the Action on the merits and with prejudice as to Defendants, and releasing the Released Claims as against the Released Defendant Persons (and Released Claims Against Lead Plaintiffs as against the Released Plaintiff Persons) as set forth in the Stipulation; (d) to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court; (e) to consider Lead Counsel's Fee and Expense Application for awards of attorneys' fees and expenses (including any awards to the Lead Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4)); (f) to consider any valid objections submitted to the Court, as further provided for herein; and (g) to rule upon such other matters as the Court may deem appropriate. **The Court may adjourn the Fairness Hearing to another time (i.e., reschedule) without further notice to the Settlement Class. Before the Fairness Hearing, Settlement Class Members who plan to attend should check the Settlement Website or the Court's PACER site (see Question 24 below) to confirm that the date of the Fairness Hearing has not been changed.**

20. Do I have to attend the hearing?

No. Lead Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you send an objection or statement in support of the Settlement, you are not required to go to Court to discuss it. As long as you mailed your objection on time, the

Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

21. May I speak at the hearing?

If you object to any aspect of the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must submit a written statement saying that it is your “Notice of Intention to Appear in *Alghazwi v. The Beauty Health Company, et al.*, No. 2:23-cv-09733-SPG-MAA.” Persons who intend to object to any aspect of the Settlement and desire to present evidence at the Fairness Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself.

22. What happens if I do nothing at all?

You may do nothing at all. If you choose this option, you will not share in the proceeds of the Settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Defendant Persons.

DISMISSALS AND RELEASES

23. What happens if the proposed settlement is approved?

As a Settlement Class Member, in consideration for the benefits of the Settlement, you will be bound by the terms of the Settlement and you will release the Released Defendant Persons from the Released Claims as defined below.

“Defendants” refers, collectively, to The Beauty Health Company, Andrew Stanleick, and Liyuan Woo.

“Immediate Family Members” means, as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii) and 1(b)(ii), a Person’s children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and any persons (other than a tenant or employee) sharing the household of the Person.

“Related Persons,” with respect to a Person, means (a) their Immediate Family Members; (b) any trust that such Person is the settlor of or which is for their benefit and/or the benefit of them or their Immediate Family Members; (c) the Person’s subsidiaries, parent entities, affiliates, divisions, and departments; and (d), for any of the foregoing Persons, their respective past and present officers, directors, managing directors, partners, employees, auditors, underwriters, accountants, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, and administrators, in their capacities as such.

“Released Claims” means any and all claims (including Unknown Claims as defined below), liabilities, demands, debts, obligations, judgments, damages, losses, rights, suits, matters,

issues, or causes of action, of every nature and description whatsoever, in law or in equity, whether accrued or unaccrued, fixed or contingent, direct, individual, class, or representative, under federal, state, statutory, foreign law, or any other law, rule, or regulation, that were, could have been, or could in the future be asserted in any court of competent jurisdiction or any other adjudicatory tribunal, that in whole or in part, directly or indirectly, arise out of or are based upon the same factual predicate as: (i) any claims or causes of action that Lead Plaintiffs or any other member of the Settlement Class asserted in the Action; or (ii) any claims or causes of action that were or could have been asserted in any forum and that (a) arise out of the allegations, transactions, facts, matters, occurrences, statements, or omissions that are alleged in the Action, and (b) relate to the purchase, acquisition, sale, disposition, or holding of BeautyHealth Securities. For avoidance of doubt, this release does not cover, include, or release claims relating to Excluded Claims.

“Released Defendant Persons” means all Defendants and any Persons or entities affiliated or connected with any of them, including all of their respective current and former officers, directors, managers, employees, contractors, consultants, accountants, attorneys, experts, auditors, insurers, financial advisors, professional advisors, investment bankers, representatives, underwriters, fiduciaries, affiliated persons and entities, control persons, sponsors, parents, subsidiaries, beneficiaries, heirs, successors, predecessors, assigns, principals, agents, Immediate Family members, Related Persons, associates, partners, divisions, joint venturers, executors, trustees, trustors, administrators, general or limited partners or partnerships, limited liability companies, members, personal or legal representatives, estates, administrators, or entities in which Defendants have a controlling interest.

“Unknown Claims” means: (i) any claims that Lead Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Persons, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement with and release of the Released Defendant Persons, including, but not limited to, the decision not to object to the Settlement; and (ii) any Released Claims Against Lead Plaintiffs that BeautyHealth does not know or expect to exist in its favor at the time of the release of the Released Plaintiff Persons, which if known by it might have affected its decision with respect to the Settlement. With respect to any and all Released Claims and Released Claims Against Lead Plaintiffs, the Settling Parties stipulate and agree that upon the Effective Date, the Settling Parties shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived and by operation of the Judgment or the Alternative Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, 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.”

The Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Claims Against Lead Plaintiffs, but the Settling Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each Settling Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims and Released Claims Against Lead Plaintiffs, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of “Unknown Claims” in the definitions of Released Claims and Released Claims Against Lead Plaintiffs was separately bargained for and a key element of the Settlement of which this release is a part.

If the proposed settlement is approved, the Court will enter a Judgment (the “Judgment”). Upon the Effective Date of the Judgment, Lead Plaintiffs and all Settlement Class Members and anyone claiming through or on behalf of any of them shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Defendant Persons, whether or not such Settlement Class Member executes and delivers the Proof of Claim, whether or not such Settlement Class Member shares in the Settlement Fund, and whether or not such Settlement Class Member objects to the settlement, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal or administrative forum, asserting any and all Released Claims against any of the Released Defendant Persons, except to enforce the Stipulation.

GETTING MORE INFORMATION

24. How do I get more information about the proposed settlement?

This Notice contains only a summary of the terms of the proposed settlement and does not describe all of the details of the Stipulation. For the precise terms and conditions of the settlement, please see the Stipulation available at www.BeautyHealthSecuritiesLitigation.com; by contacting Lead Counsel at (510) 725-3000; by accessing the Court docket in the Action through the Federal Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>, or by visiting the office of the Clerk at the United States District Court for the Central District of California, First Street U.S. Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

If you have any questions about the settlement, you may contact Lead Counsel by writing to:

Hagens Berman Sobol Shapiro LLP
ATTN: Lucas E. Gilmore
BeautyHealth Securities Litigation
715 Hearst Avenue, Suite 300
Berkeley, CA 94710

SPECIAL NOTICE TO NOMINEES

Nominees who (a) purchased or otherwise acquired BeautyHealth Common Stock or BeautyHealth Call Options, or (b) sold or otherwise disposed of BeautyHealth Put Options, for the beneficial interest of other Persons between May 10, 2022, and November 13, 2023, inclusive, shall within seven (7) days of receipt of notice: (a) request from the Claims Administrator sufficient copies of the Notice and Claim Form to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Notice and Claim Forms forward them to all such beneficial owners; (b) request from the Claims Administrator a link to the electronic Notice and Claim Form and email the link to all such beneficial owners for whom valid email addresses are available within ten (10) calendar days of receipt of the link from the Claims Administrator; or (c) send a list of the names, mailing addresses and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator at BeautyHealth Securities Settlement, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, or by email to info@BeautyHealthSecuritiesLitigation.com, in which event the Claims Administrator shall promptly mail the Notice and Claim Form, or email a link to the Notice and Claim Form, to such beneficial owners. Nominees shall also provide email addresses for all such beneficial owners to the Claims Administrator, to the extent they are available. If you choose to follow procedures (a) or (b), the Court has directed that, upon such mailing or emailing, you send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. **You must retain your mailing records for use in connection with any further notices that may be provided in the Action.**

Upon full and timely compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred, not to exceed (a) \$0.03 per Notice and Claim Form, plus postage at the pre-sort rate used by the Claims Administrator, per Notice and Claim Form mailed; (b) \$0.03 per link to the Notice and Claim Form transmitted by email; or (c) \$0.03 per name, address, and email address provided to the Claims Administrator, for mailing the Notice and Claim Form, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

YOU ARE NOT AUTHORIZED TO PRINT THE NOTICE YOURSELF. NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR.

HOW MUCH WILL MY PAYMENT BE?

1. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

2. Pursuant to the Settlement, BeautyHealth has agreed to pay or cause to be paid \$18,000,000.00 in cash. The Settlement Amount will be deposited into an escrow account and will earn interest for the benefit of the Settlement Class. The Settlement Amount plus any interest earned thereon and accretions thereto is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

3. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

4. Neither BeautyHealth, any Released Defendant Persons, nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to return of any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. BeautyHealth shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation.

5. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

6. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or submitted online on or before **January 19, 2027** shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Claims (as defined in ¶ 1.37 of the Stipulation) against the Released Defendant Persons (as defined in ¶ 1.39 of the Stipulation) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Claims against any of the Released Defendant Persons whether or not such Settlement Class Member submits a Claim Form.

7. Participants in and beneficiaries of a The Beauty Health Company employee benefit plan covered by ERISA (“BeautyHealth ERISA Plan”) should NOT include any information relating to their transactions in BeautyHealth Securities held through the BeautyHealth ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY shares they purchased outside of the BeautyHealth ERISA Plan. To the extent that any of the Released Defendant Persons, or any of the other persons or entities excluded from the Settlement Class are participants in the BeautyHealth ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement.

8. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

9. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

10. Only Settlement Class Members or persons authorized to submit a claim on their behalf will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that previously validly excluded themselves from the Settlement Class will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

PROPOSED PLAN OF ALLOCATION

11. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Settlement Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws set forth in the Consolidated Second Amended Class Action Complaint for Violations of the Federal Securities Laws. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Claimants against one another for the purposes of making pro rata allocations of the Net Settlement Fund.

12. In developing the Plan of Allocation, Lead Counsel worked in conjunction with Lead Plaintiffs' consulting damages expert to estimate the amount of artificial inflation in the daily closing prices of (a) BeautyHealth Common Stock and (b) BeautyHealth Call Options, as well as artificial deflation in (c) BeautyHealth Put Options, which Lead Plaintiffs allege were damaged by Defendants' alleged materially false and misleading statements and omissions.

13. Under federal securities laws, losses can be represented as compensable only if the cause of changes in the prices of the relevant securities is found to be the disclosure of the allegedly misrepresented or omitted information. Thus, in order to have been damaged by the alleged violations of the federal securities laws, BeautyHealth Common Stock and BeautyHealth Call Options purchased or otherwise acquired during the Settlement Class Period must have been held during a period of time in which their price declined due to the disclosure of information which corrected an allegedly misleading statement or omission. In addition, BeautyHealth Put Options written during the Settlement Class Period must also have been outstanding during a period of time in which their price increased due to the disclosure of information which corrected an allegedly misleading statement or omission.

14. Lead Plaintiffs have alleged that over the course of the Settlement Class Period, Defendants omitted material facts and issued false statements that led to Lead Plaintiffs and members of the Settlement Class purchasing BeautyHealth Common Stock and Call Options at artificially inflated prices and selling BeautyHealth Put Options at artificially deflated prices. Lead Plaintiffs further allege that BeautyHealth released corrective information after the market close on November 13, 2023. The revelations on November 13, 2023 had a statistically significant deflating impact on the price of BeautyHealth Common Stock on November 14, 2023.

15. In calculating the estimated artificial inflation allegedly caused by Defendants' alleged misrepresentations and omissions, Lead Plaintiffs' consulting damages expert considered

price changes in BeautyHealth Securities in reaction to the aforementioned corrective disclosure on November 13, 2023 allegedly revealing the truth concerning Defendants' alleged misrepresentations and material omissions. Estimated artificial inflation (deflation in the case of puts) was found under a common methodology based on case specific assumptions provided by Lead Counsel and in a manner that was independent of market and industry trends during the Settlement Class Period. The estimated artificial inflation for BeautyHealth Common Stock is \$2.63 throughout the Settlement Class Period. The estimated artificial inflation for each series of BeautyHealth Call Options outstanding as of November 13, 2023 can be found in Table 2 attached at the end of this Notice. The estimated artificial deflation for each series of BeautyHealth Put Options outstanding as of November 13, 2023 can be found in Table 3 attached at the end of this Notice.

16. The calculated "Recognized Loss Amount" and recovery for each Claimant is based on the timing of the purchase and sale of any BeautyHealth Security, the types of BeautyHealth Securities purchased and sold, and the number and value of claims submitted by Claimants. Specifically, the Recognized Loss Amount for each Claimant is primarily estimated as the difference between the amount of alleged artificial inflation in a BeautyHealth Security's closing price on that Claimant's purchase date (deflation on the date of writing, in the case of puts) and the amount of alleged artificial inflation in a BeautyHealth Security's closing price on that Claimant's sale/position closing date (deflation on the date of closing the written position, in the case of puts). Therefore, in order to have a Recognized Loss Amount under this Plan of Allocation, a Claimant who purchased or otherwise acquired BeautyHealth Common Stock or Call Options during the Settlement Class Period must have held that BeautyHealth Security over the November 13, 2023 date on which corrective information was released to the market, thus removing some if not all of the artificial inflation from the price of that BeautyHealth Security. In addition, a Claimant who sold (wrote) BeautyHealth Put Options during the Settlement Class Period must have still held that position over the November 13, 2023 date on which corrective information was released to the market, thus removing some if not all of the artificial deflation from the price of that BeautyHealth Security.

17. In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. Any transactions in BeautyHealth Securities executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

CALCULATION OF RECOGNIZED LOSS AMOUNTS UNDER THE EXCHANGE ACT

BeautyHealth Common Stock

18. A Recognized Loss Amount will be calculated based on the formula below for each purchase or other type of acquisition of BeautyHealth Common Stock during the Settlement Class Period. In order to be eligible as an Authorized Claimant under this Plan of Allocation, adequate documentation must be provided confirming all transactions. Recognized Loss Amounts are floored at zero, meaning any Recognized Loss Amount that is calculated as negative under the formula will be equal to zero.

19. For each share of BeautyHealth Common Stock purchased or otherwise acquired from May 10, 2022 through November 13, 2023, inclusive, and:

- (a) Sold on or before November 13, 2023, the Recognized Loss Amount will be \$0.00;
- (b) Sold from November 14, 2023 through February 9, 2024, the Recognized Loss Amount will be *the lesser of*: (i) \$2.63 (Artificial Inflation during the Settlement Class Period), or (ii) the purchase price minus the average closing price on the sale date (Value presented in Table 1 below);
- (c) Held as of the close of trading on February 9, 2024, the Recognized Loss Amount will be *the lesser of*: (i) \$2.63 (Artificial Inflation during the Settlement Class Period), or (ii) the purchase price minus \$2.78 (the average closing price for BeautyHealth Common Stock between November 14, 2023 and February 9, 2024 (the last entry in Table 1 below)).²

Call and Put Options

20. A Recognized Loss Amount will be calculated based on the formula below for each purchase or other type of acquisition of BeautyHealth Call Options, or sale of BeautyHealth Put Options during the Settlement Class Period. In order to be eligible as an Authorized Claimant under this Plan of Allocation, adequate documentation must be provided confirming all transactions. Recognized Loss Amounts are floored at zero, meaning any Recognized Loss Amount that is calculated as negative under the formula will be equal to zero.

21. For each BeautyHealth Call Option that was purchased or otherwise acquired during the period from May 10, 2022 through November 13, 2023, inclusive, and:

- (a) Closed out on or before November 13, 2023, the Recognized Loss Amount will be \$0.00;
- (b) Held as of the close of trading on November 13, 2023, the Recognized Loss Amount will be *the lesser of*: (i) the Inflation value (as presented in Table 2 below), or (ii) the purchase price minus the Holding Value (as provided in Table 2 below).

22. For each BeautyHealth Put Option that was sold (written) during the period from May 10, 2022 through November 13, 2023, inclusive, and:

² The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for BeautyHealth Common Stock by limiting losses to the difference between the purchase price paid for such stock and the average price of common stock during the “90-day look back period” subsequent to the Settlement Class Period, from November 14, 2023 through February 9, 2024. The mean (average) closing price for BeautyHealth Common Stock during the 90-day lookback period was \$2.78.

- (a) Closed out on or before November 13, 2023, the Recognized Loss Amount will be \$0.00;
- (b) Held as of the close of trading on November 13, 2023, the Recognized Loss Amount will be *the lesser of*: (i) the Deflation value (as presented in Table 3 below), or (ii) the Holding Value (as provided in Table 3 below) minus the sale price.

23. The Settlement proceeds available for BeautyHealth Call Options purchased/acquired during the Settlement Class Period and BeautyHealth Put Options sold (written) during the Settlement Class Period shall be limited to a total amount equal to 4% of the Net Settlement Fund. Thus, if the cumulative Recognized Loss Amounts for BeautyHealth Call Options and BeautyHealth Put Options exceed 4% of all Recognized Claims, then the Recognized Loss Amounts calculated for option transactions will be reduced proportionately until they collectively equal 4% of all Recognized Claims. In the unlikely event that the Net Settlement Fund is sufficient to pay 100% of the BeautyHealth Common Stock claims, any excess amount will be used to pay the balance on the remaining option-based claims.

ADDITIONAL PROVISIONS

24. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be equated to the sum of that Claimant's Recognized Loss Amounts, which will be calculated according to the relevant formulas in the foregoing sections. The pro-rata share of the Net Settlement Fund will then be calculated for each Authorized Claimant as the Claimant's Recognized Claim divided by the sum of all Authorized Claimants' Recognized Claims, multiplied by the total amount of the Net Settlement Fund.

25. **FIFO Matching:** If a Settlement Class Member made more than one purchase/acquisition or sale of any BeautyHealth Security during the Settlement Class Period, all purchases/acquisitions and sales of the like BeautyHealth Security shall be matched on a First In, First Out ("FIFO") basis. With respect to BeautyHealth Common Stock and BeautyHealth Call Options, sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period. For BeautyHealth Put Options, purchases will be matched first to close out positions open at the beginning of the Settlement Class Period, and then against BeautyHealth Put Options sold (written) during the Settlement Class Period in chronological order.

26. **"Purchase/Sale" Dates:** Purchases or acquisitions and sales of BeautyHealth Securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. "Purchases/Sales" eligible under the Settlement and this Plan of Allocation include all purchases or acquisitions and sales of BeautyHealth Securities in exchange for value and are not limited to purchases, acquisitions, or sales made on or through a stock exchange, as long as the purchase, acquisition, or sale is adequately documented. The receipt or grant by gift, inheritance or operation of law of BeautyHealth Securities during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of these BeautyHealth Securities for the calculation of a Claimant's Recognized Claim, nor shall the receipt or grant be deemed an

assignment of any claim relating to the purchase/acquisition of such BeautyHealth Securities unless (i) the donor or decedent purchased or otherwise acquired such BeautyHealth Common Stock or BeautyHealth Call Options or sold BeautyHealth Put Options during the Settlement Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such BeautyHealth Securities.

27. **Short Sales:** With respect to BeautyHealth Common Stock, the date of covering a “short sale” is deemed to be the date of purchase or acquisition of the stock. The date of a “short sale” is deemed to be the date of sale of the BeautyHealth Common Stock. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero.

28. In the event that a Claimant has an opening short position in BeautyHealth Common Stock, the earliest purchases or acquisitions of BeautyHealth Common Stock during the Settlement Class Period shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

29. If a Settlement Class Member has “written” BeautyHealth Call Options, thereby having a short position in the BeautyHealth Call Options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the BeautyHealth Call Option. The date on which the BeautyHealth Call Option was written is deemed to be the date of sale of the BeautyHealth Call Option. In accordance with the Plan of Allocation, however, the Recognized Loss on “written” BeautyHealth Call Options is zero. In the event that a Claimant has an opening written position in BeautyHealth Call Options, the earliest purchases or acquisitions of like BeautyHealth Call Options during the Settlement Class Period shall be matched against such opening written position, and not be entitled to a recovery, until that written position is fully covered.

30. If a Settlement Class Member has purchased or acquired BeautyHealth Put Options, thereby having a long position in the BeautyHealth Put Options, the date of purchase/acquisition is deemed to be the date of purchase/acquisition of the BeautyHealth Put Option. The date on which the BeautyHealth Put Option was sold, exercised, or expired is deemed to be the date of sale of the BeautyHealth Put Option. In accordance with the Plan of Allocation, however, the Recognized Loss on BeautyHealth Put Options purchased/acquired long is zero. In the event that a Claimant has an opening long position in BeautyHealth Put Options, the earliest sales or dispositions of like BeautyHealth Put Options during the Settlement Class Period shall be matched against such opening position, and not be entitled to a recovery, until that long position is fully closed.

31. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to BeautyHealth Common Stock purchased or sold through the exercise of an option, the purchase/sale date of the BeautyHealth Common Stock is the exercise date of the option and the purchase/sale price of the stock is the exercise price of BeautyHealth Common Stock on the exercise date. Any Recognized Loss arising from purchases of BeautyHealth Common Stock acquired during the Settlement Class Period through the exercise of an option on BeautyHealth

Common Stock shall be computed as provided for other purchases of BeautyHealth Common Stock in the Plan of Allocation.

32. **Market Gains and Losses:** With respect to BeautyHealth Common Stock and BeautyHealth Call Options purchased or acquired, or BeautyHealth Put Options sold, during the Settlement Class Period, the Claims Administrator will determine if the Claimant had a “Market Gain” or a “Market Loss” with respect to his, her, or its overall transactions in BeautyHealth Securities during the Settlement Class Period. For purposes of making this calculation, with respect to BeautyHealth Common Stock and BeautyHealth Call Options, the Claims Administrator shall determine the difference between (i) the Claimant’s Total Purchase Amount³ and (ii) the sum of the Claimant’s Total Sales Proceeds⁴ and the Claimant’s Holding Value.⁵ For BeautyHealth Common Stock and BeautyHealth Call Options, if the Claimant’s Total Purchase Amount minus the sum of the Claimant’s Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant’s Market Loss; if the number is a negative number or zero, that number will be the Claimant’s Market Gain.

33. With respect to BeautyHealth Put Options, the Claims Administrator shall determine the difference between (i) the sum of the Claimant’s Total Purchase Amount⁶ and the

³ For BeautyHealth Common Stock and BeautyHealth Call Options, the “Total Purchase Amount” is the total amount the Claimant paid (excluding all fees, taxes and commissions) for all such BeautyHealth Securities purchased or acquired during the Settlement Class Period.

⁴ For BeautyHealth Common Stock and BeautyHealth Call Options, the Claims Administrator shall match any sales of such BeautyHealth Securities during the Settlement Class Period first against the Claimant’s opening position in the like BeautyHealth Securities (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received for sales of the remaining like BeautyHealth Securities sold during the Settlement Class Period is the “Total Sales Proceeds.”

⁵ The Claims Administrator shall ascribe a “Holding Value” to each share of BeautyHealth Common Stock or BeautyHealth Call Option purchased or acquired during the Settlement Class Period and still held as of the close of trading on November 13, 2023. The Holding Value for Common Stock is \$1.39 and the Holding Values for Call Options are provided in Table 2.

⁶ For BeautyHealth Put Options, the Claims Administrator shall match any purchases during the Settlement Class Period to close out written positions in BeautyHealth Put Options first against the Claimant’s opening position in BeautyHealth Put Options (the total amount paid with respect to those purchases will not be considered for purposes of calculating market gains or losses). The total amount paid for the remaining purchases during the Settlement Class Period to close out written positions in BeautyHealth Put Options made during the Settlement Class Period is the “Total Purchase Amount.”

Claimant's Holding Value⁷; and (ii) the Claimant's Total Sale Proceeds.⁸ For BeautyHealth Put Options, if the sum of the Claimant's Total Purchase Amount and the Claimant's Holding Value *minus* the Claimant's Total Sales Proceeds is a positive number, that number will be the Claimant's Market Loss; if the number is a negative number or zero, that number will be the Claimant's Market Gain.

34. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in BeautyHealth Securities during the Settlement Class Period, the value of the Claimant's Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in BeautyHealth Securities during the Settlement Class Period but that Market Loss was less than the Claimant's Recognized Claim, then the Claimant's Recognized Claim will be limited to the amount of the Market Loss.

35. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share or "Distribution Amount" will be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

36. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

37. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation (*i.e.*, the Recognized Claim will be deemed to be zero) and no distribution will be made to that Authorized Claimant. Any prorated amounts of less than \$10.00 will be included in the pool distributed to those whose prorated payments are \$10.00 or greater.

38. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. If any monies remain in the Net Settlement Fund six (6) months after the initial distribution, Lead Counsel may, in consultation with the Claims Administrator to determine cost-effectiveness, direct a re-distribution of the remaining funds—after deducting any unpaid fees and expenses incurred in administering the Settlement, including the costs of such re-distribution—to

⁷ For each BeautyHealth Put Option sold (written) during the Settlement Class Period that was still outstanding as of the close of trading on November 13, 2023, the Claims Administrator shall ascribe a "Holding Value" for Put Options as provided in Table 3.

⁸ For BeautyHealth Put Options, the total amount received for BeautyHealth Put Options sold (written) during the Settlement Class Period is the "Total Sales Proceeds."

Authorized Claimants who (i) have cashed their initial distributions and (ii) would receive at least \$10.00 from the re-distribution. Additional re-distributions may occur thereafter under the same conditions if Lead Counsel, in consultation with the Claims Administrator, determines that such re-distributions would be cost-effective after deducting any additional administrative fees and expenses. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s). Lead Plaintiffs will propose such organization(s) for final determination by the Court.

39. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Lead Counsel, Lead Plaintiffs' consulting damages expert, BeautyHealth, BeautyHealth's Counsel, or any of the other Released Plaintiff Persons or Released Defendant Persons, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further Orders of the Court. Lead Plaintiffs, BeautyHealth, and their respective counsel, and all other Released Defendant Persons or Released Plaintiff Persons, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

40. The Plan of Allocation stated herein is the plan that is being proposed to the Court for its approval by Lead Plaintiffs after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, www.BeautyHealthSecuritiesLitigation.com.

TABLE 1
Rolling Average Price of BeautyHealth Common Stock
November 14, 2023 – February 9, 2024

Date	Rolling Average Price	Date	Rolling Average Price	Date	Rolling Average Price
11/14/2023	\$1.39	12/13/2023	\$2.55	1/12/2024	\$2.76
11/15/2023	\$1.65	12/14/2023	\$2.58	1/16/2024	\$2.76
11/16/2023	\$1.69	12/15/2023	\$2.59	1/17/2024	\$2.75
11/17/2023	\$1.83	12/18/2023	\$2.60	1/18/2024	\$2.74
11/20/2023	\$1.93	12/19/2023	\$2.62	1/19/2024	\$2.73
11/21/2023	\$1.98	12/20/2023	\$2.64	1/22/2024	\$2.73
11/22/2023	\$2.02	12/21/2023	\$2.67	1/23/2024	\$2.74
11/24/2023	\$2.06	12/22/2023	\$2.69	1/24/2024	\$2.74
11/27/2023	\$2.10	12/26/2023	\$2.71	1/25/2024	\$2.75
11/28/2023	\$2.15	12/27/2023	\$2.72	1/26/2024	\$2.75
11/29/2023	\$2.18	12/28/2023	\$2.73	1/29/2024	\$2.76
11/30/2023	\$2.21	12/29/2023	\$2.74	1/30/2024	\$2.77
12/1/2023	\$2.26	1/2/2024	\$2.75	1/31/2024	\$2.77
12/4/2023	\$2.31	1/3/2024	\$2.76	2/1/2024	\$2.77
12/5/2023	\$2.34	1/4/2024	\$2.76	2/2/2024	\$2.78
12/6/2023	\$2.38	1/5/2024	\$2.76	2/5/2024	\$2.78
12/7/2023	\$2.42	1/8/2024	\$2.77	2/6/2024	\$2.78
12/8/2023	\$2.46	1/9/2024	\$2.77	2/7/2024	\$2.78
12/11/2023	\$2.49	1/10/2024	\$2.77	2/8/2024	\$2.78
12/12/2023	\$2.52	1/11/2024	\$2.77	2/9/2024	\$2.78

TABLE 2
Artificial Inflation and Holding Value for BeautyHealth Call Options

Expiration Date	Exercise Price	Artificial Inflation	Holding Value	Expiration Date	Exercise Price	Artificial Inflation	Holding Value	Expiration Date	Exercise Price	Artificial Inflation	Holding Value
11/17/2023	\$1.00	\$2.40	\$0.43	1/19/2024	\$2.50	\$1.51	\$0.13	2/16/2024	\$12.00	\$0.00	\$0.00
11/17/2023	\$2.00	\$1.88	\$0.00	1/19/2024	\$4.00	\$0.67	\$0.00	2/16/2024	\$13.00	\$0.00	\$0.00
11/17/2023	\$3.00	\$1.02	\$0.00	1/19/2024	\$5.00	\$0.40	\$0.00	2/16/2024	\$14.00	\$0.00	\$0.00
11/17/2023	\$4.00	\$0.45	\$0.00	1/19/2024	\$6.00	\$0.25	\$0.00	2/16/2024	\$15.00	\$0.00	\$0.00
11/17/2023	\$5.00	\$0.18	\$0.00	1/19/2024	\$7.50	\$0.10	\$0.00	2/16/2024	\$16.00	\$0.00	\$0.00
11/17/2023	\$6.00	\$0.00	\$0.00	1/19/2024	\$9.00	\$0.00	\$0.00	2/16/2024	\$17.00	\$0.00	\$0.00
11/17/2023	\$7.00	\$0.00	\$0.00	1/19/2024	\$10.00	\$0.00	\$0.00	5/17/2024	\$1.00	\$2.41	\$0.65
11/17/2023	\$8.00	\$0.00	\$0.00	1/19/2024	\$11.00	\$0.00	\$0.00	5/17/2024	\$2.00	\$2.01	\$0.33
11/17/2023	\$9.00	\$0.00	\$0.00	1/19/2024	\$12.50	\$0.00	\$0.00	5/17/2024	\$3.00	\$1.44	\$0.15
11/17/2023	\$10.00	\$0.00	\$0.00	1/19/2024	\$14.00	\$0.00	\$0.00	5/17/2024	\$4.00	\$0.95	\$0.10
11/17/2023	\$11.00	\$0.00	\$0.00	1/19/2024	\$15.00	\$0.00	\$0.00	5/17/2024	\$5.00	\$0.64	\$0.08
11/17/2023	\$12.00	\$0.00	\$0.00	1/19/2024	\$16.00	\$0.00	\$0.00	5/17/2024	\$6.00	\$0.42	\$0.00
11/17/2023	\$13.00	\$0.00	\$0.00	1/19/2024	\$17.50	\$0.00	\$0.00	5/17/2024	\$7.00	\$0.32	\$0.00
11/17/2023	\$14.00	\$0.00	\$0.00	1/19/2024	\$19.00	\$0.00	\$0.00	5/17/2024	\$8.00	\$0.25	\$0.00
11/17/2023	\$15.00	\$0.00	\$0.00	1/19/2024	\$20.00	\$0.00	\$0.00	5/17/2024	\$9.00	\$0.15	\$0.00
11/17/2023	\$16.00	\$0.00	\$0.00	1/19/2024	\$21.00	\$0.00	\$0.00	5/17/2024	\$10.00	\$0.12	\$0.00
11/17/2023	\$17.00	\$0.00	\$0.00	1/19/2024	\$22.50	\$0.00	\$0.00	5/17/2024	\$11.00	\$0.10	\$0.00
11/17/2023	\$18.00	\$0.00	\$0.00	1/19/2024	\$25.00	\$0.00	\$0.00	5/17/2024	\$12.00	\$0.07	\$0.00
11/17/2023	\$19.00	\$0.00	\$0.00	1/19/2024	\$30.00	\$0.00	\$0.00	5/17/2024	\$13.00	\$0.00	\$0.00
11/17/2023	\$20.00	\$0.00	\$0.00	1/19/2024	\$35.00	\$0.00	\$0.00	5/17/2024	\$14.00	\$0.00	\$0.00
11/17/2023	\$21.00	\$0.00	\$0.00	1/19/2024	\$40.00	\$0.00	\$0.00	1/17/2025	\$3.00	\$1.45	\$0.28
12/15/2023	\$1.00	\$2.44	\$0.53	2/16/2024	\$1.00	\$2.46	\$0.65	1/17/2025	\$5.00	\$0.96	\$0.15
12/15/2023	\$2.00	\$1.89	\$0.15	2/16/2024	\$2.00	\$1.94	\$0.23	1/17/2025	\$8.00	\$0.44	\$0.10
12/15/2023	\$3.00	\$1.12	\$0.00	2/16/2024	\$3.00	\$1.27	\$0.10	1/17/2025	\$10.00	\$0.32	\$0.05
12/15/2023	\$4.00	\$0.55	\$0.00	2/16/2024	\$4.00	\$0.75	\$0.08	1/17/2025	\$12.00	\$0.00	\$0.00
12/15/2023	\$5.00	\$0.27	\$0.00	2/16/2024	\$5.00	\$0.45	\$0.00	1/17/2025	\$15.00	\$0.00	\$0.00
12/15/2023	\$6.00	\$0.12	\$0.00	2/16/2024	\$6.00	\$0.27	\$0.00	1/17/2025	\$17.00	\$0.00	\$0.00
12/15/2023	\$7.00	\$0.00	\$0.00	2/16/2024	\$7.00	\$0.17	\$0.00	1/17/2025	\$20.00	\$0.00	\$0.00
12/15/2023	\$8.00	\$0.00	\$0.00	2/16/2024	\$8.00	\$0.10	\$0.00	1/17/2025	\$22.00	\$0.00	\$0.00
12/15/2023	\$9.00	\$0.00	\$0.00	2/16/2024	\$9.00	\$0.00	\$0.00	1/17/2025	\$25.00	\$0.00	\$0.00
12/15/2023	\$10.00	\$0.00	\$0.00	2/16/2024	\$10.00	\$0.00	\$0.00				
1/19/2024	\$1.00	\$2.40	\$0.55	2/16/2024	\$11.00	\$0.00	\$0.00				

TABLE 3
Artificial Deflation and Holding Value for BeautyHealth Put Options

Expiration Date	Exercise Price	Artificial Deflation	Holding Value
11/17/2023	\$1.00	\$0.00	\$0.00
11/17/2023	\$2.00	\$0.73	\$0.65
11/17/2023	\$3.00	\$1.63	\$1.65
11/17/2023	\$4.00	\$2.18	\$2.70
11/17/2023	\$5.00	\$2.46	\$3.80
11/17/2023	\$6.00	\$2.53	\$4.75
11/17/2023	\$7.00	\$2.63	\$5.75
11/17/2023	\$8.00	\$2.63	\$6.80
11/17/2023	\$9.00	\$2.63	\$7.75
11/17/2023	\$10.00	\$2.63	\$8.61
11/17/2023	\$11.00	\$2.63	\$9.80
11/17/2023	\$12.00	\$2.63	\$11.25
11/17/2023	\$13.00	\$2.63	\$12.20
11/17/2023	\$14.00	\$2.63	\$13.15
11/17/2023	\$15.00	\$2.63	\$14.05
11/17/2023	\$16.00	\$2.63	\$14.95
11/17/2023	\$17.00	\$2.63	\$16.10
11/17/2023	\$18.00	\$2.63	\$17.10
11/17/2023	\$19.00	\$2.63	\$17.90
11/17/2023	\$20.00	\$2.63	\$18.95
11/17/2023	\$21.00	\$2.63	\$19.95
12/15/2023	\$1.00	\$0.04	\$0.10
12/15/2023	\$2.00	\$0.73	\$0.73
12/15/2023	\$3.00	\$1.53	\$1.70
12/15/2023	\$4.00	\$2.13	\$2.88
12/15/2023	\$5.00	\$2.38	\$3.61
12/15/2023	\$6.00	\$2.60	\$4.70
12/15/2023	\$7.00	\$2.60	\$5.75
12/15/2023	\$8.00	\$2.63	\$6.75
12/15/2023	\$9.00	\$2.63	\$7.75
12/15/2023	\$10.00	\$2.63	\$8.61
1/19/2024	\$1.00	\$0.08	\$0.15

Expiration Date	Exercise Price	Artificial Deflation	Holding Value
1/19/2024	\$2.50	\$1.09	\$1.23
1/19/2024	\$4.00	\$2.01	\$2.73
1/19/2024	\$5.00	\$2.33	\$3.70
1/19/2024	\$6.00	\$2.48	\$4.70
1/19/2024	\$7.50	\$2.58	\$6.20
1/19/2024	\$9.00	\$2.58	\$7.75
1/19/2024	\$10.00	\$2.63	\$8.65
1/19/2024	\$11.00	\$2.63	\$9.70
1/19/2024	\$12.50	\$2.63	\$11.35
1/19/2024	\$14.00	\$2.63	\$12.75
1/19/2024	\$15.00	\$2.63	\$13.70
1/19/2024	\$16.00	\$2.63	\$14.95
1/19/2024	\$17.50	\$2.63	\$16.30
1/19/2024	\$19.00	\$2.63	\$17.85
1/19/2024	\$20.00	\$2.63	\$18.75
1/19/2024	\$21.00	\$2.63	\$19.75
1/19/2024	\$22.50	\$2.63	\$21.25
1/19/2024	\$25.00	\$2.63	\$23.75
1/19/2024	\$30.00	\$2.63	\$29.30
1/19/2024	\$35.00	\$2.63	\$34.70
1/19/2024	\$40.00	\$2.63	\$39.70
2/16/2024	\$1.00	\$0.09	\$0.18
2/16/2024	\$2.00	\$0.72	\$0.78
2/16/2024	\$3.00	\$1.38	\$1.68
2/16/2024	\$4.00	\$1.91	\$2.65
2/16/2024	\$5.00	\$2.25	\$3.90
2/16/2024	\$6.00	\$2.46	\$4.85
2/16/2024	\$7.00	\$2.58	\$5.85
2/16/2024	\$8.00	\$2.63	\$6.85
2/16/2024	\$9.00	\$2.63	\$7.90
2/16/2024	\$10.00	\$2.63	\$8.65
2/16/2024	\$11.00	\$2.63	\$9.85

Expiration Date	Exercise Price	Artificial Deflation	Holding Value
2/16/2024	\$12.00	\$2.63	\$10.95
2/16/2024	\$13.00	\$2.63	\$12.00
2/16/2024	\$14.00	\$2.63	\$13.00
2/16/2024	\$15.00	\$2.63	\$13.85
2/16/2024	\$16.00	\$2.63	\$15.00
2/16/2024	\$17.00	\$2.63	\$15.85
5/17/2024	\$1.00	\$0.09	\$0.20
5/17/2024	\$2.00	\$0.69	\$0.85
5/17/2024	\$3.00	\$1.25	\$1.73
5/17/2024	\$4.00	\$1.73	\$2.63
5/17/2024	\$5.00	\$2.08	\$3.65
5/17/2024	\$6.00	\$2.30	\$5.00
5/17/2024	\$7.00	\$2.43	\$6.05
5/17/2024	\$8.00	\$2.53	\$7.00
5/17/2024	\$9.00	\$2.63	\$8.05
5/17/2024	\$10.00	\$2.63	\$8.65
5/17/2024	\$11.00	\$2.63	\$10.00
5/17/2024	\$12.00	\$2.63	\$10.95
5/17/2024	\$13.00	\$2.63	\$12.05
5/17/2024	\$14.00	\$2.63	\$13.00
1/17/2025	\$3.00	\$1.01	\$1.80
1/17/2025	\$5.00	\$1.88	\$4.20
1/17/2025	\$8.00	\$2.43	\$6.85
1/17/2025	\$10.00	\$2.48	\$8.61
1/17/2025	\$12.00	\$2.53	\$10.85
1/17/2025	\$15.00	\$2.58	\$14.05
1/17/2025	\$17.00	\$2.63	\$16.05
1/17/2025	\$20.00	\$2.63	\$19.05
1/17/2025	\$22.00	\$2.63	\$21.05
1/17/2025	\$25.00	\$2.63	\$24.05

DATED: October 6, 2026

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA