EXHIBIT 1

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ABDULADHIM A. ALGHAZWI, Individually and On Behalf of All Others Similarly Situated, Plaintiff, v. THE BEAUTY HEALTH COMPANY, ANDREW STANLEICK, and LIYUAN WOO, Defendants.	No. 2:23-cv-09733-SPG-MAA

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the "Stipulation") is entered into between (a) Lead Plaintiffs Priscilla Dijkgraaf and Martijn Dijkgraaf ("Lead Plaintiffs"), on behalf of themselves and the Settlement Class[1]; and (b) Defendant SkinHealth Systems Inc. f/k/a The Beauty Health Company ("BeautyHealth" or the "Company," and together with Lead Plaintiffs, the "Settling Parties"). This Stipulation embodies the terms and conditions of the Settlement of the above-captioned action (the "Action"). Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally and forever compromise, settle, release, discharge, resolve, and dismiss with prejudice the Action and all claims asserted therein against Defendants BeautyHealth, Andrew Stanleick, and Liyuan Woo (together with BeautyHealth, the "Defendants").

WHEREAS:

A. On November 16, 2023, plaintiff Abduladhim A. Alghazwi filed a putative class action styled *Alghazwi v. The Beauty Health Company, et al.*, No. 2:23-cv-09733-SPG-MAA (C.D. Cal.), alleging violations of federal securities laws against The Beauty Health Company, Andrew Stanleick, Liyuan Woo, and Michael Monahan.

B. Following the submission of various motions to appoint lead plaintiffs and lead counsel, by order dated May 2, 2024 (ECF No. 31), the Court appointed Priscilla Dijkgraaf and Martijn Dijkgraaf as lead plaintiffs, and appointed Hagens Berman Sobol Shapiro LLP as lead counsel in the Action.

C. On July 1, 2024, Lead Plaintiffs filed their Consolidated Amended Class Action Complaint for violations of the federal securities laws ("First Amended

[1] All capitalized words and terms that are not otherwise defined in text have the meaning ascribed to them below in the section entitled "Definitions."

Complaint"). ECF No. 39. The First Amended Complaint dropped Michael Monahan as a named Defendant.

D. On September 30, 2024, Defendants filed a motion to dismiss the First Amended Complaint. ECF No. 45. Lead Plaintiffs opposed the motion on November 22, 2024 (ECF No. 46), and Defendants filed a reply in support of the motion on December 23, 2024. ECF No. 48.

E. The motion to dismiss was set for hearing on January 15, 2025, but was taken off calendar on January 10, 2025. ECF No. 52. On January 17, 2025, the Court entered the parties' amended joint stipulation, withdrawing Defendants' motion to dismiss and all accompanying supporting, opposition, and reply papers without prejudice, and temporarily staying the Action to allow the parties to pursue private mediation. ECF No. 54.

F. The parties engaged a third-party mediator, Greg Danilow of Phillips ADR Enterprises, P.C. After the submission of comprehensive mediation statements and other materials, the parties participated in an in-person mediation session with Mr. Danilow on March 27, 2025 (the "Initial Mediation"). Lead Plaintiffs and Defendants did not reach a resolution of the case at the Initial Mediation.

G. Following the Initial Mediation, Lead Plaintiffs and Defendants stipulated to Lead Plaintiffs filing a second amended complaint. ECF No. 55.

H. On May 5, 2025, Lead Plaintiffs filed the Consolidated Second Amended Class Action Complaint for violations of the federal securities laws ("Second Amended Complaint"). ECF No. 57.

I. On July 11, 2025, Defendants filed a motion to dismiss the Second Amended 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 15, 2025, the Court took the oral

argument on the motion that had been set for September 17, 2025 off the calendar. ECF No. 77.

J. On September 23, 2025, the Court denied Defendants' motion to dismiss. *See* ECF No. 78.

K. Each Defendant filed an individual Answer on November 24, 2025. *See* ECF Nos. 95-97.

L. Formal fact discovery commenced in late 2023. Lead Plaintiffs, Defendant 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 Magistrate Judge Audero over two discovery conferences, 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.

M. Lead Plaintiffs also issued document subpoenas to fourteen (14) third parties, which resulted in additional document discovery.

N. Lead Plaintiffs themselves also served responses to BeautyHealth's document requests and produced documents.

O. In March 2026, Lead Plaintiffs and BeautyHealth agreed to a temporary pause of certain discovery activities to focus on mediation, and the Court entered the joint stipulation to amend the pretrial schedule on March 25, 2026. ECF No. 131.

P. 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 (the "Second Mediation"). After

extensive negotiations at the Second Mediation, Lead Plaintiffs and BeautyHealth executed a confidential term sheet to settle the Action that same day which memorialized the key terms of the Stipulation.

Q. The Stipulation (together with the exhibits hereto) reflects the final and binding agreement between Lead Plaintiffs and BeautyHealth.

R. Based upon their thorough investigation, vigorous prosecution and extensive mediation of the case, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Lead Plaintiffs and the other members of the Settlement Class, and in their best interests. Accordingly, Lead Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that Lead Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

S. This Stipulation constitutes a compromise of matters that are in dispute between Lead Plaintiffs and BeautyHealth. 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. Defendants further deny Lead Plaintiffs' allegations that false or misleading reports or representations were made to any third parties, including to the Securities and Exchange Commission. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action. BeautyHealth is entering into this Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. This Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendants with respect to any fact in dispute, any claim, or any allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants had, or could have, asserted. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of Defendants' defenses to liability had any merit. Lead Plaintiffs and BeautyHealth recognize and acknowledge, however, that the Action has been initiated, filed and prosecuted by Lead Plaintiffs in good faith and defended by BeautyHealth in good faith, that the Action is being voluntarily settled with the advice of counsel, and that the terms of the Settlement are fair, adequate and reasonable.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiffs (individually and on behalf of all other members of the Settlement Class) and BeautyHealth, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Lead Plaintiffs and BeautyHealth from the Settlement, all Released Claims as

against the Released Defendant Persons and all Released Claims Against Lead Plaintiffs as against the Released Plaintiffs Persons shall be settled and released, and the Action shall be dismissed with prejudice as to all Defendants, upon and subject to the terms and conditions set forth below.

1. DEFINITIONS

As used in this Stipulation, the following terms have the meanings specified below:

1.1 "Action" means the action styled *Alghazwi v. The Beauty Health Company, et al.*, No. 2:23-cv-09733-SPG-MAA (C.D. Cal.), pending in the United States District Court for the Central District of California.

1.2 "Alternative Judgment" means a form of judgment with terms materially different from those set forth in the form of judgment that is attached hereto as **Exhibit B**.

1.3 "Attorneys' Fees and Expenses" means any portion of the Gross Settlement Fund approved by the Court for payment to counsel who have represented Lead Plaintiffs, including such counsel's attorneys' fees, costs, litigation expenses, and fees and expenses of experts (excluding Notice and Administration Expenses).

1.4 "Authorized Claimant" means a Settlement Class Member who submits a timely and valid Proof of Claim to the Claims Administrator.

1.5 "Awards to Lead Plaintiffs" means any portion of the Gross Settlement Fund approved by the Court for payment to Lead Plaintiffs for their service to the Settlement Class in the Action, and of reasonable costs and expenses directly relating to the representation of the Settlement Class pursuant to 15 U.S.C. § 78u-4(a)(4).

1.6 "BeautyHealth" or "the Company" means Defendant The Beauty Health Company (now known as SkinHealth Systems Inc.) and any of its parents,

subsidiaries, divisions, or affiliates, predecessors, successors (as to all of the foregoing, whether foreign or domestic), and any present or former officers, directors, employees, agents, representatives, members of its Board of Directors, accountants, attorneys, advisors, and all other persons and agents who acted or are acting or purported to or are purporting to act on its behalf.

1.7 "BeautyHealth Call Option(s)" means the call options on BeautyHealth Common Stock during the Settlement Class Period.

1.8 "BeautyHealth Common Stock" means The Beauty Health Company common stock ("SKIN") publicly traded on NASDAQ during the Settlement Class Period.

1.9 "BeautyHealth's Counsel" means the law firm of Reed Smith LLP.

1.10 "BeautyHealth Put Option(s)" means the put options on BeautyHealth Common Stock during the Settlement Class Period.

1.11 "BeautyHealth Securities" means the following securities publicly traded during the Settlement Class Period: (i) BeautyHealth Common Stock; (ii) BeautyHealth Call Options; and (iii) BeautyHealth Put Options.

1.12 "Claimant" refers to a Settlement Class Member who submits a Proof of Claim.

1.13 "Claims Administrator" means Stretto, Inc., or such other claims administration firm selected by Lead Counsel that may be appointed by the Court to administer the Settlement and disseminate notice to the Settlement Class. The Claims Administrator was selected following a request for proposal process by Lead Counsel.

1.14 "Court" means the United States District Court for the Central District of California.

1.15 "Defendants" refers, collectively, to The Beauty Health Company, Andrew Stanleick, and Liyuan Woo.

1.16 "Effective Date" means the first date on which all of the conditions set forth below in ¶ 10.1 shall have been satisfied or have been waived.

1.17 "ERISA" means the Employee Retirement Income Security Act of 1974.

1.18 "Escrow Account" means the segregated and separate interest-bearing escrow account to be established with the Escrow Agent (subject to judicial oversight) into which the Settlement Amount will be deposited for the benefit of Settlement Class Members, and which will thereafter hold the assets of the Settlement Fund (subject to the making of such awards, payments, and distributions as authorized herein).

1.19 "Escrow Agent" means The Huntington National Bank or its duly appointed successor, or such other bank as may be proposed by Lead Counsel and approved by the Court.

1.20 "Excluded Claims" means (i) any claims of any Person or entity who or which submits a request for exclusion that is accepted by the Court; and (ii) any claims relating to enforcement of the Settlement.

1.21 "Fairness Hearing" means the hearing scheduled by the Court to determine whether (i) the Settlement is fair, reasonable, and adequate, (ii) the Plan of Allocation is fair, reasonable, and adequate; and (iii) Lead Counsel's request for an award of Attorneys' Fees and Expenses, including any Awards to Lead Plaintiffs, is reasonable.

1.22 "Fee and Expense Application" has the meaning given that term in ¶ 7.1 below.

1.23 "Final" means when the last of the following with respect to the Judgment approving this Stipulation, substantially in the form of Exhibit B attached hereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion

having been filed; (ii) the expiration of the time for the filing or noticing of any appeal from the Judgment without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the final determination of that motion or appeal such that no further judicial review or appeal is permitted, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement, substantially in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an "appeal" shall include any petition for a writ of *certiorari* or other vehicle for review that may be filed in connection with approval or disapproval of this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to: (i) attorneys' fees, costs, or expenses, (ii) the Plan of Allocation (as submitted or subsequently modified), or (iii) the procedures for determining Authorized Claimants' recognized claims, shall not in any way delay, affect, or preclude the time set forth above for the Judgment to become Final, or otherwise preclude the Judgment from becoming Final.

1.24 "Gross Settlement Fund" means the Settlement Amount plus all interest earned thereon.

1.25 "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.

1.26 "Judgment" means either (i) the proposed judgment to be entered approving the Settlement, substantially in the form attached hereto as **Exhibit B**; or (ii) an Alternative Judgment, if expressly agreed to in writing by all Settling Parties.

1.27 "Lead Counsel" means the law firm of Hagens Berman Sobol Shapiro LLP.

1.28 "Lead Plaintiffs" mean Priscilla Dijkgraaf and Martijn Dijkgraaf.

1.29 "Net Settlement Fund" means the Gross Settlement Fund less: (i) Taxes and Tax Expenses; (ii) the 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) any other fees and expenses authorized by the Court.

1.30 "Notice" means the Notice of Proposed Settlement of Class Action, substantially in the form attached hereto as **Exhibit A-1**, which is to be sent to members of the Settlement Class.

1.31 "Notice and Administration Expenses" means the reasonable fees, costs, and expenses incurred in connection with locating Settlement Class Members; preparing, printing, mailing, and publishing the Notice and the Summary Notice; soliciting the submission of proofs of claims; assisting with the submission of proofs of claim; processing Proof of Claim and Release forms; administering and distributing the Net Settlement Fund to Authorized Claimants; tax preparation expenses; and paying escrow fees and costs (if any). All such Notice and Administration Expenses shall be paid from the Settlement Fund.

1.32 "Person" means any individual, corporation, partnership, limited liability company or partnership, limited partnership, professional corporation, association, joint stock company, trust, estate, unincorporated association, government or any political subdivision or agency thereof, and any other type of legal or political entity, any representative, and, as applicable, his, her, or its respective spouses, heirs, predecessors, successors-in-interest, representatives, and assigns.

1.33 "Plan of Allocation" means the plan for allocating the Net Settlement Fund described in the Notice, or in any alternate plan approved by the Court, whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Defendant Persons shall have no responsibility or liability with respect thereto.

1.34 "Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class, substantially in the form attached hereto as **Exhibit A**.

1.35 "Proof of Claim" or "Claim Form" means the Proof of Claim and Release, substantially in the form attached hereto as **Exhibit A-2**.

1.36 "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.

1.37 "Released Claims" means any and all claims (including Unknown Claims as defined in ¶ 1.51), 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.

1.38 "Released Claims Against Lead Plaintiffs" means any and all claims (including Unknown Claims as defined in ¶ 1.51), liabilities, demands, 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, 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, (a) arise out of the institution, prosecution, or settlement of the claims against Defendants; 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.

1.39 "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.

1.40 "Released Plaintiff Persons" means Lead Plaintiffs, all other plaintiffs in the Action, their respective attorneys, including Lead Counsel, and the Settlement Class, and each of their respective Immediate Family members, and their respective general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, legal representatives, professionals, predecessors, successors, assigns, heirs, executors, administrators, Related Persons, and any controlling person thereof, all in their capacities as such.

1.41 "Settlement" means the settlement of the Action on the terms set forth in this Stipulation.

1.42 "Settlement Amount" means the sum of US $18,000,000.00 (eighteen million U.S. dollars) in cash, to be deposited into the Escrow Account pursuant to ¶ 2.2.

1.43 "Settlement Class" means 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. 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.

1.44 "Settlement Class Member" means any Person who falls within the definition of "Settlement Class."

1.45 "Settlement Class Period" means the period between May 10, 2022 and November 13, 2023, inclusive.

1.46 "Settlement Distribution Order" means an order to be entered by the Court, upon application of Lead Counsel, in accordance with ¶¶ 4.11 and 4.15 below, which authorizes the Claims Administrator to distribute the Net Settlement Fund to Authorized Claimants.

1.47 "Settlement Fund" refers to the account to be established by the Escrow Agent to hold the Settlement Amount and any interest earned thereon.

1.48 "Settling Parties" refers to Lead Plaintiffs, on behalf of themselves and the Class, and BeautyHealth, the undersigned parties to this Stipulation.

1.49 "Summary Notice" means Summary Notice of Proposed Settlement of Class Action, substantially in the form attached hereto as **Exhibit A-3**.

1.50 "Taxes and Tax Expenses" means: (i) taxes (including any interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon BeautyHealth with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement Fund for Federal or

state income tax purposes; and (ii) expenses and costs incurred in connection with the operation and implementation of ¶ 5.3 (including, without limitation, expenses of tax attorneys and/or accountants, and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in ¶ 5.3).

1.51 "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.

2. THE SETTLEMENT CONSIDERATION; ESTABLISHMENT OF ESCROW ACCOUNT

2.1. The obligations incurred pursuant to the Stipulation are: (a) subject to approval by the Court and the Judgment, reflecting such approval, becoming Final; and (b) in full and final disposition and dismissal of the Action with prejudice and release of claims as set forth herein.

2.2. In full and final settlement of the claims asserted in the Action and in consideration of the releases specified herein, BeautyHealth shall pay, or cause to be paid, in cash, the sum of U.S. $18,000,000.00 (eighteen million U.S. dollars) by wire and/or ACH into the Escrow Account (to be established for the benefit of the Settlement Class) within 30 (thirty) calendar days after the later of (i) the date the Court enters the Preliminary Approval Order; or (ii) the date BeautyHealth's Counsel receives wire and ACH instructions for the Escrow Account, verbal confirmation of the wire and ACH instructions (in a format acceptable to BeautyHealth and its insurer(s), including on any necessary electronic payment authorization forms required by any insurer) and an IRS Form W-9 for the Settlement Fund. The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in a segregated escrow account (the "Escrow Account") maintained by the Escrow Agent.

2.3. Other than BeautyHealth's obligation to pay or cause to be paid the Settlement Amount into the Escrow Account, Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any Claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

2.4. For avoidance of doubt, other than BeautyHealth's obligation to cause the payment of the Settlement Amount, Defendants shall have no obligation to make

any other payments into the Escrow Account or to any Class Member pursuant to this Stipulation.

2.5. The Settlement Fund shall be used to pay: (i) Taxes and Tax Expenses; (ii) the 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) any other fees and expenses 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 to the Authorized Claimants in accordance with this Stipulation.

2.6. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Upon the occurrence of the Effective Date, none of BeautyHealth, the Released Defendant Persons, or any other Person or entity who or which paid any portion of the Settlement Amount, including, without limitation, Defendants' insurance carriers, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, and shall not have liability should Claims made exceed the amount available in the Settlement Fund for payment of such Claims. The Released Defendant Persons shall not be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for the payment of Claims, Taxes, legal fees, or any other expenses payable from the Settlement Fund.

2.7. Any sums required to be held in escrow hereunder shall be held by the Escrow Agent, which shall be controlled by Lead Counsel (subject to the supervision of the Court) for the benefit of the Settlement Class until the Effective Date. To the extent that money is not paid out from the Settlement Fund as authorized by this Stipulation or as otherwise ordered by the Court, all assets held by the Escrow Agent in the Settlement Fund shall be deemed to be held in *custodia legis* and shall remain subject to the jurisdiction of the Court until such time as they shall be distributed or

returned pursuant to this Stipulation and/or further order of the Court. Other than amounts disbursed for Notice and Administration Expenses, Taxes and Tax Expenses, Attorneys' Fees and Expenses, and any Awards to Lead Plaintiffs, the remainder of the Settlement Fund shall not be distributed before the Effective Date occurs. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon order of the Court. The Escrow Agent shall bear all risks related to the holding of the Settlement Fund in the Escrow Account.

2.8. The Escrow Agent, at the direction of Lead Counsel, shall invest all funds exclusively in eligible investments, meaning obligations issued or guaranteed by the United States Government or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an agency thereof, and the Escrow Agent (unless otherwise instructed by Lead Counsel) shall reinvest the proceeds of these obligations or instruments as they mature in similar instruments at their then-current market rates. Interest earned on the money deposited into the Escrow Account shall be part of the Settlement Fund. The Released Defendant Persons shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.9. It shall be Lead Counsel's responsibility to disseminate the Notice, Proof of Claim and Release, and Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court. The Released Defendant Persons shall have no responsibility for or liability whatsoever with respect to the Notice and Administration Expenses, nor shall they have any responsibility or liability whatsoever for any claims thereto.

2.10. In the event that this Stipulation is not approved or the Settlement is not approved, or is terminated, canceled, or the Effective Date otherwise fails to occur

for any reason, including, without limitation, in the event the Judgment is reversed or vacated or materially altered following any appeal taken therefrom, or is successfully collaterally attacked, the Settlement Fund less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or due and owing in connection with the Settlement provided for herein, shall be refunded pursuant to written instructions from BeautyHealth's Counsel.

3. SCOPE AND EFFECT OF SETTLEMENT

3.1. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of: (i) the Action as against the Defendants; (ii) any and all Released Claims as against the Released Defendant Persons; and (iii) any and all Released Claims Against Lead Plaintiffs as against the Released Plaintiff Persons, as more fully set forth herein.

3.2. Upon the Effective Date of this Settlement, Lead Plaintiffs and each of the Settlement Class Members, on behalf of themselves and their Related Persons, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever compromised, settled, released, waived, resolved, relinquished and discharged, and dismissed each and every one of the Released Claims against each and every one of the Defendants and shall forever be barred and enjoined from prosecuting, or maintaining, any and all Released Claims against each Released Defendant Person, whether or not Lead Plaintiffs or any Settlement Class Member executes and delivers a Proof of Claim or shares in the Settlement Fund.

3.3. Upon the Effective Date of this Settlement, BeautyHealth and each of the Released Defendant Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever compromised, settled, released, waived, resolved, relinquished and discharged each and every one of the Released Claims Against Lead Plaintiffs against each and every Released Plaintiff Person and shall forever be barred and enjoined from prosecuting, or maintaining, each and

every one of the Released Claims Against Lead Plaintiffs against each Released Plaintiff Person.

3.4. The releases provided in this Stipulation shall become effective immediately upon the occurrence of the Effective Date without the need for any further action, notice, condition, or event.

4. ISSUANCE OF NOTICE; ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS, AND DISTRIBUTION OF NET SETTLEMENT FUND

4.1. The Claims Administrator subject to such supervision and direction of Lead Counsel and the Court as may be necessary or as circumstances may require, shall (a) administer the issuance of Notice to the Settlement Class in accordance with the terms of the Preliminary Approval Order and any other orders of the Court; (b) determine the validity of the Proofs of Claim submitted and calculate the recognized loss amounts of Authorized Claimants that shall be allowed; (c) administer the distribution of the Net Settlement Fund to Authorized Claimants; and (d) otherwise provide such claims administration services as are customary in settlements of this type, subject to such supervision of Lead Counsel and (as appropriate or as circumstances may require) the Court. The Claims Administrator shall be retained subject to the condition that it agrees to be subject to the jurisdiction of the Court.

4.2. Notice and Administration Expenses shall be paid from the Settlement Fund. Notwithstanding that the Effective Date has not yet occurred, Lead Counsel may pay (or cause to be paid) from the Escrow Account, without further approval from BeautyHealth or further order of the Court, all reasonable Notice and Administration Expenses actually incurred and paid or payable. In the event that the Settlement is terminated pursuant to the terms of the Stipulation, all Notice and Administration Expenses paid or incurred, including any related fees, shall not be returned or repaid to BeautyHealth, any of the other Released Defendant Persons, or any other Person or entity who or which paid any portion of the Settlement Amount.

In no event shall Lead Plaintiffs or Lead Counsel be responsible for paying any amount for Notice and Administration Expenses.

4.3. No later than fifteen (15) days following the filing of this Stipulation with the Court, BeautyHealth shall serve, or cause to be served, notice of the proposed Settlement in conformance with the Class Action Fairness Act, 28 U.S.C. § 1715 et seq. ("CAFA"). BeautyHealth shall be solely responsible for the costs of the CAFA notice and administering the CAFA notice. The Settling Parties agree that any delay by BeautyHealth in timely serving the CAFA notice will not provide grounds for delay of the Fairness Hearing or entry of the Judgment.

4.4. To assist in dissemination of notice, BeautyHealth will also obtain from BeautyHealth's transfer records information concerning the identity of Settlement Class Members, including any names and addresses of Settlement Class Members and nominees or custodians that exist in such transfer records ("Settlement Class Information"). BeautyHealth shall provide, or cause to be provided, to Lead Counsel or the Claims Administrator, at no cost to Lead Plaintiffs, within seven (7) days after entry of the Preliminary Approval Order, transfer records in electronic searchable form, such as Excel, containing the Settlement Class Information.

4.5. The Released Defendant Persons shall have no role in, or any liability, obligation, or responsibility for selection of the Claims Administrator, the dissemination of the Notice (other than as provided in ¶¶ 4.3-4.4 above), the administration of the Settlement, or the distribution of the Settlement Fund, including with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the determination, administration, calculation, processing, review, or payment of any claims asserted against the Settlement Fund; or (iii) the payment or withholding of

any taxes, expenses, and/or costs incurred with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

4.6. Each Settlement Class Member wishing to participate in the Settlement shall be required to submit to the Claims Administrator a Proof of Claim, substantially in the form set forth in **Exhibit A-2** hereto and as approved by the Court, which, *inter alia,* will also provide for the release of all Released Claims as against all Released Defendant Persons. Each Proof of Claim must be signed under penalty of perjury by the beneficial owner(s) of the BeautyHealth Securities that are the subject of the Proof of Claim, or by someone with documented authority to sign for the beneficial owner(s), and must be supported by such documents as specified in the Instructions contained in the Proof of Claim.

4.7. All Proofs of Claim must be postmarked or received within the time prescribed in the Preliminary Approval Order unless otherwise ordered by the Court. Any Settlement Class Member who fails to submit a properly completed Proof of Claim within such period as shall be authorized by the Court shall be forever barred from receiving any payments pursuant to this Stipulation or from the Net Settlement Fund (unless by order of the Court that such Settlement Class Member's claim is accepted), but will in all other respects be subject to the provisions of this Stipulation and the Judgment (or any Alternative Judgment), including, without limitation, the release of the Released Claims and dismissal of the Action. Provided that it is mailed by the submission deadline, a Proof of Claim shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the Instructions contained in the Proof of Claim. In all other cases, the Proof of Claim shall be deemed to have been submitted on the date when actually received by the Claims Administrator.

4.8. Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, who shall determine, under the supervision of Lead Counsel, in

accordance with this Stipulation and any applicable orders of the Court, the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to ¶ 4.10 below.

4.9. Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim, the Claims Administrator shall communicate with the Claimant to give the Claimant the opportunity to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify in a timely fashion and in writing, all Claimants whose Proofs of Claim they propose to reject in whole or in part, setting forth the reasons thereof, and shall indicate in such deficiency notice that the Claimant whose claims are to be rejected has the right to review by the Court if the Claimant so desires and complies with the requirement of ¶ 4.10 below.

4.10. If any Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required by ¶ 4.9 above, serve upon the Claims Administrator a written statement of reasons indicating the Claimant's ground for contesting the rejection along with copies of any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

4.11. The administrative determination of the Claims Administrator accepting and rejecting claims shall be presented by Lead Plaintiffs to the Court in a motion for approval of the Settlement Distribution Order.

4.12. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to such Claimant's claim, and such Claimant's claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's

status as a Settlement Class Member and the validity and amount of the Claimant's claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.

4.13. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but shall otherwise be bound by all of the terms of the Judgment (or Alternative Judgment) to be entered by the Court and the releases provided for in this Stipulation, and will be barred from bringing any action against the Released Defendant Persons arising out of or relating to the Released Claims.

4.14. All proceedings with respect to the administration, processing, and determination of claims described in this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

4.15. After the Claims Administrator calculates the recognized losses of each Authorized Claimant, Lead Counsel shall file a motion for distribution of the Net Settlement Fund with the Court, requesting the Court (a) to authorize the payment from the Settlement Fund of any as yet unpaid Notice and Administration Expenses; (b) to resolve (if it has not previously done so or been asked to do so) any objections with respect to any rejected or disallowed claims; and (c) approve the distribution of the Net Settlement Fund to the Authorized Claimants upon final resolution of any rejected or disallowed claims. Such motion shall not be filed until after all of the following conditions have been met: (i) the Effective Date has occurred; (ii) all claims have been processed, and all Claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard by the Claims Administrator concerning such rejection or disallowance;

and (iii) all matters with respect to the Fee and Expense Application have been resolved by the Court, and any appeals therefrom have been resolved or the time therefor has expired.

4.16. If any balance remains in the Net Settlement Fund six (6) months after the date of the initial distribution of the Net Settlement Fund (by reason of tax refunds, uncashed checks, or otherwise), Lead Counsel shall request the Claims Administrator, if economically feasible and reasonable, to reallocate such balance among those Authorized Claimants who have cashed their checks in an equitable fashion, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. 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.

4.17. No Person shall have any claim against any Released Defendant Persons, any Released Plaintiff Persons, or the Claims Administrator, based on determinations or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or any orders of the Court.

5. TAX TREATMENT

5.1. The Settling Parties and the Escrow Agent agree that the Settlement Fund is intended at all times to be a qualified settlement fund within the meaning of

Treasury Regulation §1.468B-1 and §468B of the Internal Revenue Code, as amended, for the taxable years of the Settlement Fund, beginning with the date it is created. In addition, the Escrow Agent and, as required, the Settling Parties, shall jointly and timely make such elections as are necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.2. For purposes of §468B of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Claims Administrator. The Claims Administrator shall timely and properly file all tax returns necessary or advisable with respect to the Settlement Fund, and make all required tax payments, including deposits of estimated tax payments in accordance with Treas. Reg. §1.468B-2(k). Such returns (as well as the election described in ¶ 5.1 above) shall be consistent with this paragraph and reflect that all Taxes and Tax Expenses (including any estimated Taxes and Tax Expenses, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

5.3. All Taxes and Tax Expenses shall be paid out of the Settlement Fund. In all events, the Released Defendant Persons shall have no liability for Taxes and Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything in this Stipulation to the contrary) to withhold from distribution to Settlement Class Members any funds

necessary to pay such Taxes and Tax Expenses, including the establishment of adequate reserves for any Taxes and Tax Expenses. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

5.4. The Released Defendant Persons shall have no liability for or obligations with regard to Taxes and Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Defendant Persons harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

5.5. Lead Plaintiffs and Lead Counsel shall have no liability for or obligations with regard to Taxes and Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold Lead Plaintiffs and Lead Counsel harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

6. ALLOCATION OF NET SETTLEMENT FUND

6.1. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in the Plan of Allocation described in the Notice annexed hereto as **Exhibit A-1**, or in such other Plan of Allocation as the Court approves.

6.2. The Plan of Allocation set forth in the Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The Plan of Allocation shall be prepared and proposed (subject to the Court's approval) solely by Lead Counsel. The Released Defendant Persons will have no involvement in reviewing or challenging claims, and shall not bear any cost or responsibility for Notice, administration, or the allocation of the Settlement Amount among Settlement Class Members. The Plan of Allocation, and

any changes thereto, is a matter separate and apart from the Settlement between the Settling Parties, and any decision by the Court concerning the Plan of Allocation, or any changes thereto, and any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify or cancel, or affect the enforceability of, this Stipulation, or affect or delay the validity or finality of the Judgment (or Alternative Judgment) approving the Settlement. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim compared to the total Recognized Claims of all Authorized Claimants.

6.3. The Released Defendant Persons shall have no involvement in the solicitation or review of Proofs of Claim, and shall have no involvement in the administration process itself, which shall be conducted by the Claims Administrator in accordance with this Stipulation, the Plan of Allocation, and any orders that may be entered by the Court. No Claimant or Authorized Claimant shall have any claim against any Released Defendant Person or their counsel based on, or in any way relating to, the distributions from the Settlement Fund.

6.4. No Authorized Claimant shall have any claim against Lead Plaintiffs, Lead Counsel, any Released Plaintiff Person, or the Claims Administrator based on, or in any way relating to, the distributions from the Net Settlement Fund that have been made substantially in accordance with this Stipulation and any applicable orders of the Court.

7. THE FEE AND EXPENSE APPLICATION

7.1. Lead Counsel will submit an application to the Court (the "Fee and Expense Application") for an award of Attorneys' Fees and Expenses, including for (i) attorneys' fees and payment of litigation costs and expenses incurred in connection with the prosecution of the Action, plus interest on such amounts

awarded at the same rate as earned on the Settlement Fund until paid; and (ii) for Awards to Lead Plaintiffs.

7.2. The amount of attorneys' fees and expenses awarded by the Court is within the sole discretion of the Court. Any Attorneys' Fees and Expenses awarded by the Court shall be payable from the Gross Settlement Fund immediately upon entry by the Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal or collateral attack on the Settlement or any part thereof.

7.3. However, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, any Attorneys' Fees and Expenses award is overturned or reduced, or if the Settlement is terminated or is not approved by the Court, or if there is an appeal and any order approving the Settlement does not become final and binding upon the Settlement Class, then, within twenty (20) business days after receiving notice from BeautyHealth's Counsel or such an order from a court of appropriate jurisdiction, Lead Counsel shall refund to the Settlement Fund such Attorneys' Fees and Expenses previously paid to them, plus interest thereon at the same rate as earned on the Settlement Fund, in an amount consistent with such reversal or reduction.

7.4. Any Awards to Lead Plaintiffs shall be paid from the Settlement Fund ten (10) calendar days following the Judgment becoming Final.

7.5. The Released Defendant Persons shall have no responsibility for, and no liability whatsoever with respect to the allocation among Lead Plaintiffs' counsel and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

7.6. The Released Defendant Persons shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses

(including Taxes) incurred by or on behalf of any Class Member, whether or not paid from the Escrow Account.

7.7. It is agreed that the procedure for and the allowance or disallowance by the Court of any Fee and Expense Application shall be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, and any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify, or cancel this Stipulation or affect or delay its finality, and shall have no effect on the terms of this Stipulation or on the validity or enforceability of this Settlement. The approval, finality and effectiveness of the Settlement shall not be contingent on an award of Attorneys' Fees and Expenses, or on any Awards to Lead Plaintiffs.

8. THE PRELIMINARY APPROVAL ORDER

8.1. By June 17, 2026, Lead Plaintiffs will file a motion for entry of a Preliminary Approval Order in connection with settlement proceedings substantially in the form annexed hereto as **Exhibit A**, providing for, among other things: (a) preliminary approval of the Settlement as set forth in this Stipulation; (b) the setting of deadlines for the mailing of the Notice and dissemination of the Summary Notice; (c) the setting of deadlines for Settlement Class Members to submit Proofs of Claim, or objections to the proposed Settlement, Plan of Allocation and/or the Fee and Expense Application ("Objections"); (d) the setting of the deadline for Settlement Class Members to submit requests for exclusion from the Settlement Class; (e) the setting of the time, date and location for the Fairness Hearing; (f) approval of Lead Counsel's recommended Claims Administrator; and (g) approval of the form and content of the Notice, the Proof of Claim and Release, and the Summary Notice, respectively, substantially in the forms of **Exhibits A-1, A-2, and A-3** attached hereto.

8.2. Any Settlement Class Member who wishes to exclude themselves from this Settlement must do so in the manner specified and within the deadlines specified in the Preliminary Approval Order and the Notice. Class Members shall have no recourse as to the Released Defendant Persons with respect to any claims they may have that arise from any failure of the notice process.

8.3. Any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement or to any aspect of the Plan of Allocation or the Fee and Expense Application must do so in the manner specified and within the deadlines specified in the Preliminary Approval Order and the Notice.

8.4. As part of the motion or application for entry of the Preliminary Approval Order, the Settling Parties, unless they otherwise agree in writing, shall request that the Court hold the Fairness Hearing, on a date to occur at least twenty-one (21) calendar days after the deadline(s) referenced in ¶¶ 8.1-8.3 above for Settlement Class Members to submit any Objections.

9. THE JUDGMENT

9.1. Following the issuance of Notice, Lead Plaintiffs shall file with the Court a motion for final approval of the Settlement and entry of a Judgment substantially in the form of **Exhibit B** hereto. Should Lead Plaintiffs so request, Defendants shall join in requesting final approval of the Settlement and entry of a Judgment substantially in the form of **Exhibit B** hereto.

10. EFFECTIVE DATE OF SETTLEMENT; TERMINATION

10.1. The Effective Date of the Settlement shall be the date on which all of the following events have occurred:

a. the Court has entered the Preliminary Approval Order in all material respects;

b. the full amount of the Settlement Amount has been paid into the Escrow Account pursuant to ¶ 2.2 above;

c. BeautyHealth has not exercised its right (if applicable) to terminate the Settlement pursuant to ¶ 10.5 or ¶ 10.6 below, and their options (if applicable) to do so have expired in accordance with the terms of the Stipulation and/or the Confidential Supplemental Agreement (defined below);

d. Lead Plaintiffs have not exercised their right (if applicable) to terminate the Settlement pursuant to ¶ 10.5, and their option (if applicable) to do so has expired in accordance with the terms of the Stipulation; and

e. the Court has entered the Judgment (or Alternative Judgment) following issuance of Notice to the Settlement Class that approves the Settlement, and such Judgment has become Final.

10.2. Upon the occurrence of all of the events referenced in ¶ 10.1 above, Lead Plaintiffs shall have, and each of the Settlement Class Members, on behalf of themselves and their Related Persons, shall hereby be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, settled, and discharged, the Released Defendant Persons from and with respect to the Released Claims, whether or not such Settlement Class Members have executed a Proof of Claim.

10.3. Upon the occurrence of all of the events referenced in ¶ 10.1 above, BeautyHealth and the Released Defendant Persons shall have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, settled, and discharged, the Released Plaintiff Persons from and with respect to the Released Claims Against Lead Plaintiffs.

10.4. Upon the occurrence of all of the events referenced in ¶ 10.1 above, any obligation (if otherwise applicable) of the Escrow Agent to return any funds from the Settlement Fund to BeautyHealth pursuant to ¶ 10.8 or any other provision of this Stipulation shall be absolutely and forever extinguished.

10.5. BeautyHealth or Lead Plaintiffs shall each in their respective discretions have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to all other counsel for the Settling Parties within thirty (30) calendar days of:

a. the Court's Final non-appealable refusal to enter the Preliminary Approval Order in any material respect;

b. the Court's Final non-appealable refusal to approve this Stipulation or any material part of it (except with respect to any decision by the Court concerning the Fee and Expense Application and Plan of Allocation);

c. the Court's Final non-appealable refusal to enter the Judgment (or an Alternative Judgment) in any material respect; or

d. the date on which the Judgment (or an Alternative Judgment) is modified or reversed in any material respect by a Court of Appeals or the United States Supreme Court and such modification or reversal has become Final.

10.6. If, prior to the Fairness Hearing, Persons who otherwise would be Settlement Class Members have timely submitted a valid request for exclusion ("Request for Exclusion") from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice issued pursuant thereto, and who have not retracted their Request for Exclusion before the Fairness Hearing, and such Persons in the aggregate purchased or otherwise acquired BeautyHealth Common Stock or BeautyHealth Call Options or sold or otherwise disposed of BeautyHealth Put Options during the Settlement Class Period in an amount equal to or greater than the amount specified in a separate Supplemental Opt-Out Agreement between Lead Plaintiffs and BeautyHealth (the "Confidential Supplemental Agreement"), then BeautyHealth, in its sole discretion, shall have the option to terminate this Stipulation and Settlement in accordance with the requirements and procedures set forth in the Confidential Supplemental Agreement. Lead Counsel

shall, however, have the opportunity to seek retraction of any Request for Exclusion prior to the Fairness Hearing. The Confidential Supplemental Agreement shall not be filed with the Court unless and until a dispute among Lead Plaintiffs and BeautyHealth concerning its interpretation or application arises, or as otherwise ordered by the Court, nor shall the Confidential Supplemental Agreement otherwise be disclosed unless ordered by the Court. The Court may examine the Confidential Supplemental Agreement if so requested by the Court, and if the Court requires that it be filed, Lead Plaintiffs and BeautyHealth shall request that it be filed under seal and that the Confidential Supplemental Agreement be provided to the Court for *in camera* review.

10.7. If BeautyHealth (or its successor) does not pay or cause to be paid the Settlement Amount in full within the time period specified in ¶ 2.2 of this Stipulation, then Lead Counsel, in its sole discretion, may, at any time prior to the Court entering the Judgment (or an Alternative Judgment), seek to enforce the terms of the Settlement and this Stipulation and seek entry of a judgment and/or order effecting and enforcing the terms of this Stipulation and/or pursue such other rights as Lead Plaintiffs and the Settlement Class may have arising out of the failure to timely pay the Settlement Amount in full into the Escrow Account.

10.8. Except as otherwise provided herein, in the event the Stipulation is not approved or this Stipulation or the Settlement is terminated, or canceled, or the Effective Date otherwise fails to occur for any reason, including, without limitation, in the event the Judgment is reversed or vacated or materially altered following any appeal taken therefrom, or is successfully collaterally attacked, then (a) the Settling Parties shall be deemed to have reverted to their respective statuses and positions in the Action as of the date of this Stipulation, and the fact and terms of the Settlement shall not be admissible in any trial of the Action and, except as otherwise expressly provided, the Settling Parties shall proceed in all respects as if this Stipulation and

any related orders had not been entered, and (b) any portion of the Settlement Amount previously paid by or on behalf of BeautyHealth, together with any interest earned thereon (and, if applicable, repayment of any award of Attorneys' Fees and Expenses), less any actual and reasonable Notice and Administration Costs incurred and any Taxes paid or due, shall be returned within twenty (20) business days after the date of the event causing termination to the party, insurer or other entity that contributed the funds. Notwithstanding anything to the contrary herein, however, the provisions of ¶¶ 1.1-1.51, 2.8, 4.2, 4.5, 5.1–5.5, 7.3, 12.1-12.2, 13.6, 13.8-13.9, and 13.21 shall survive termination.

10.9. If this Stipulation is terminated pursuant to its terms at the request of BeautyHealth or Lead Plaintiffs, the Escrow Agent or the Escrow Agent's designee shall (a) apply for any tax refund owed to the Settlement Fund and (b) pay the proceeds of any tax refund, after deduction of any fees and expenses incurred in connection with such refund application(s), to BeautyHealth.

10.10. No order of the Court or modification or reversal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, and expenses awarded by the Court shall constitute grounds for termination of the Stipulation.

11. CLASS CERTIFICATION

11.1. Solely for purposes of this Settlement, the Settling Parties hereby stipulate to certification of the Settlement Class, appointment of Lead Plaintiffs as Class Representatives, and appointment of Lead Counsel as Class Counsel, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure. The certification of the Settlement Class shall be binding only with respect to the Settlement and only if the Judgment becomes Final. If the Court does not approve the Settlement for any reason, BeautyHealth reserves the right to oppose class certification, appointment of

any plaintiff as class representative, and/or appointment of class counsel in any future proceedings.

12. NO ADMISSION OF LIABILITY OR WRONGDOING

12.1. The Settling Parties covenant and agree that neither this Stipulation, whether or not consummated (nor the Settlement contained therein), nor any of its terms and provisions, nor any of the negotiations, documents, or proceedings connected with them, is evidence, or an admission or concession by any Settling Party or their counsel, any Settlement Class Member, or any of the Released Defendant Persons, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted or could have been alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses alleged or asserted or could have been alleged or asserted in the Action, any wrongdoing by any Settling Party, Settlement Class Member, or any of the Released Defendant Persons, or any damages or injury to any Settling Party, Settlement Class Member, or any Released Defendant Person. Neither this Stipulation, nor any of the terms and provisions of this Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any Released Defendant Person, or of any infirmity of any defense, or of any damages to Lead Plaintiffs or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any

of the Released Defendant Persons concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Persons or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that this Stipulation, the documents related hereto, or the Final Judgment may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to enforce the Settlement or Final Judgment, to effectuate the liability protection granted them hereunder, to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, offset or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or as otherwise required by law.

12.2. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims of BeautyHealth against its insurers, or insurers' subsidiaries, indemnitors, predecessors, successors, assigns, affiliates, or representatives. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or claims relating to indemnification, advancement, or any undertakings, by an indemnified party to repay amounts advanced or paid by way of indemnification or otherwise.

13. MISCELLANEOUS PROVISIONS

13.1. The Settling Parties acknowledge that it is their intent to consummate the Settlement contemplated by this Stipulation.

13.2. The Settling Parties shall use their best efforts and take all necessary steps to consummate the Settlement contemplated herein, and the Settling Parties and their respective counsel agree to cooperate reasonably with one another in seeking judicial approval of the Preliminary Approval Order, the Stipulation and the Settlement, and the entry of the Judgment (or an Alternative Judgment), and to promptly agree upon and execute all such other documentation as may be reasonably

required to obtain final judicial approval of the Settlement and to effectuate and implement all terms and conditions of this Stipulation.

13.3. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall also retain jurisdiction for purposes of, *inter alia,* entering orders relating to the Fee and Expense Application, the Plan of Allocation, and the enforcement of the terms of this Stipulation.

13.4. The Settling Parties agree that the Settlement Amount, and the other terms of the Settlement, were negotiated at arm's length and in good faith by the Settling Parties, and that the Settlement was reached voluntarily and only after negotiations conducted under the auspices of a highly experienced mediator during which all Settling Parties were represented by experienced and competent legal counsel who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

13.5. Defendants and/or the Released Defendant Persons may file this Stipulation and/or the Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection under any applicable insurance policy. The Settling Parties may file this Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this Stipulation and/or Judgment. All Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

13.6. By executing this Stipulation, each of the Settling Parties represents that they have the right, legal capacity, power and authority to enter into this Stipulation and to perform their obligations hereunder.

13.7. By executing this Stipulation, each of the Settling Parties represents that the execution and delivery of this Stipulation and the performance of each and every obligation in this Stipulation does not and will not result in a breach of or constitute a default under, any duty, relationship, contract, agreement, covenant, promise, guarantee, obligation, or instrument to which the executing Settling Party is a party or by which the executing Settling Party is bound or affected.

13.8. Each Settling Party agrees that no agreements, representations, warranties, inducements, covenants, or promises of any kind or character have been made by any other Person to induce the execution of this Stipulation except as expressly provided in this Stipulation, and that this Stipulation and its exhibits, together with the Confidential Supplemental Agreement constitutes the entire agreement between the Settling Parties.

13.9. Each Settling Party represents and warrants that they have had the opportunity to be represented by counsel of their choice throughout the negotiations which preceded the execution of this Stipulation and in connection with the preparation and execution of this Stipulation, and that they have been afforded sufficient time and opportunity to review this Stipulation with counsel of their choice.

13.10. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth in this Stipulation. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

13.11. No amendment or modification of this Stipulation shall be effective unless in writing and signed by, or on behalf of, all of the Settling Parties.

13.12. Whenever this Stipulation requires or contemplates that BeautyHealth shall or may give notice to Lead Plaintiffs (or Lead Counsel), or that Lead Plaintiffs shall or may give notice to BeautyHealth (or BeautyHealth's Counsel), unless otherwise specified such notice shall be provided by email and next business day express delivery service, as set forth below, to the below-listed counsel:

If to Lead Plaintiffs or Lead Counsel:

HAGENS BERMAN SOBOL SHAPIRO LLP
c/o Lucas E. Gilmore
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
lucasg@hbsslaw.com

If to BeautyHealth or BeautyHealth's Counsel:

REED SMITH LLP
c/o John C. Scalzo
599 Lexington Avenue, 22nd Floor
New York, NY 10022
jscalzo@reedsmith.com

13.13. Except as otherwise provided herein, each Settling Party shall bear its own costs. Lead Counsel's Attorneys' Fees and Expenses, subject to Court approval, shall be paid only out of the Settlement Fund, and the Released Defendant Persons shall have no obligation with respect to the payment of said Attorneys' Fees and Expenses.

13.14. Lead Counsel, on behalf of the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms and to enter into any written modifications or amendments to this Stipulation on behalf of the Settlement Class.

13.15. This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs, and representatives of the Settling Parties. No assignment shall relieve any Settling Party hereto of any obligations hereunder.

13.16. This Stipulation and all exhibits hereto shall be considered to have been negotiated, executed and delivered and to be wholly governed by, construed, performed, and enforced in accordance with the laws of the State of California without regard to its rules of conflicts of law, except to the extent that federal law requires that federal law governs.

13.17. Lead Plaintiffs, on behalf of themselves and each Settlement Class Member, and BeautyHealth hereby irrevocably submit to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Stipulation, the applicability of this Stipulation, or the enforcement of this Stipulation. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of Attorneys' Fees and Expenses to Lead Counsel and any Awards to Lead Plaintiffs.

13.18. The Settling Parties acknowledge that each Settling Party has participated jointly and equally in the negotiation and preparation of this Stipulation. In the event an ambiguity or question of intent or interpretation arises, such ambiguity or question shall not be construed against any Settling Party, and no presumption or burden of proof shall arise from favoring or disfavoring any Settling Party solely by virtue of the authorship of any of the provisions of this Stipulation, and instead this Stipulation shall be construed as if all Settling Parties participated equally in the drafting of all such provisions.

13.19. The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between the Released Plaintiffs Persons and the Released

Defendant Persons with respect to the Action. The Settlement compromises all claims that were or are contested and shall not be deemed an admission by any of the Released Plaintiffs Person or by any Released Defendant Person as to the merits of any claim or defense. The Judgment will contain a finding that, during the course of the Action, the Settling Parties, Defendants and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

13.20. This Stipulation shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to resolve completely those claims and disputes, including in the Action, as more fully described herein. If any provision of this Stipulation and Settlement, or any document necessary to effectuate it, is determined to be invalid, void, or illegal, such provision or document shall be construed and amended in a manner that would permit its enforcement, but in no event shall such provision or document affect, impair, or invalidate any other provision hereof.

13.21. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement.

13.22. The headings in this Stipulation are used for purposes of convenience and ease of reference only and are not meant to have legal effect.

13.23. The waiver by one Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver by any other Settling Party of such breach, nor shall it be deemed a waiver of any other breach of this Stipulation, including any prior or subsequent breach of this Stipulation. The provisions of this Stipulation may not be waived except by a writing signed by the affected Settling Party or counsel for that Settling Party. No failure or delay on the part of any Settling Party in exercising any right, remedy, power, or privilege under this Stipulation shall operate as a waiver thereof or of any other right, remedy, power, or privilege of such Settling Party under this Stipulation; nor shall any single or partial exercise of any right, remedy, power, or privilege under this Stipulation on the part of any Settling Party operate as a waiver thereof or of any other right, remedy, power, or privilege of such Settling Party under this Stipulation, or preclude further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.24. The Settling Parties agree that nothing contained in this Stipulation shall cause any Settling Party to be the agent or legal representative of another Settling Party or of any Defendant for any purpose whatsoever, nor shall this Stipulation be deemed to create any form of business organization between the Settling Parties and/or any Defendant, nor is any Settling Party granted any right or authority to assume or create any obligation or responsibility on behalf of any other Settling Party or on behalf of any Defendant, nor shall any Settling Party be in any way liable for any debt of another Settling Party or Defendant as a result of this Stipulation except as explicitly set forth in this Stipulation.

13.25. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the

Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

13.26. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, under any applicable rule or law, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

13.27. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have full authority to do so on behalf of their respective clients, and that they similarly have the authority to take all appropriate actions required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

13.28. Pending approval of the Court of this Stipulation and its Exhibits, all proceedings in this Action shall be stayed and all Members of the Class shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Defendant Persons.

13.29. This Stipulation may be executed in one or more original, photocopied, PDF copies or facsimile counterparts, and facsimile, conformed or scanned signatures shall have the same force and effect as original signatures, and the exchange of fully executed copies of this Stipulation may similarly be effectuated by pdf/email to the email addresses shown below for the Settling Parties' respective counsel. All executed counterparts and each of them shall be deemed to be one and the same instrument. A copy of the complete set of executed counterparts of this Stipulation shall be electronically filed with the Court.

IN WITNESS WHEREOF, the Settling Parties, intending to be legally bound by this Stipulation, have caused this Stipulation to be executed, by their duly authorized attorneys, as of June 17, 2026.

DATED: June 17, 2026

HAGENS BERMAN SOBOL SHAPIRO LLP

By: _____
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Attorneys for Defendant The Beauty Health Company

EXHIBIT A

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ABDULADHIM A. ALGHAZWI, Individually and On Behalf of All Others Similarly Situated,

Plaintiff,

v.

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

Defendants.

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

[PROPOSED] ORDER GRANTING LEAD PLAINTIFFS' MOTION FOR (I) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; (II) CERTIFICATION OF THE SETTLEMENT CLASS; (III) APPROVAL OF NOTICE TO THE SETTLEMENT CLASS, AND (IV) SCHEDULING OF FAIRNESS HEARING

Exhibit A

Hearing Date: July 15, 2026
Hearing Time: 1:30 p.m.
Courtroom: Courtroom 5C, 5th Floor
Judge: Hon. Sherilyn Peace Garnett

WHEREAS, an action is pending before this Court captioned *Alghazwi v. The Beauty Health Company, et al.*, No. 2:23-cv-09733-SPG-MAA (the "Action");

WHEREAS, Court-appointed Lead Plaintiffs Priscilla Dijkgraaf and Martijn Dijkgraaf, on behalf of themselves and the Settlement Class, and Defendant SkinHealth Systems Inc. f/k/a The Beauty Health Company ("BeautyHealth" and together with Lead Plaintiffs, the "Settling Parties") have determined to settle all claims asserted against Defendants BeautyHealth, Andrew Stanleick, and Liyuan Woo in this Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated June 17, 2026 (the "Stipulation") (ECF No. __) subject to approval of this Court ("Settlement");

WHEREAS, Lead Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Stipulation, certifying the Settlement Class for purposes of the Settlement only, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Lead Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Stipulation and the exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall have the same meanings as they have in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, for the purposes of the Settlement, the Action is hereby preliminarily certified as a class action on behalf of a Settlement Class consisting of 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. 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.

2. With respect to the Class, this Court finds solely for purposes of effectuating this settlement that the prerequisites for class certification under Rule 23(a) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Lead Plaintiffs are typical of the claims of the Settlement Class they seek to represent; and (d) Lead Plaintiffs will fairly and adequately represent and protect the interests of the Settlement Class. In addition, the Court finds that this Action satisfies the requirements for class certification under Rule 23(b)(3) of the Federal Rules of Civil Procedure in that common questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

3. In so finding, the Court has considered each of the following additional factors under Rule 23(b)(3) and finds that they also support class certification:

(a) the interest of members of the class in individually controlling the prosecution of separate actions;

(b) the extent and nature of any litigation concerning the controversy already begun by or against class members;

(c) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and

(d) the difficulties likely to be encountered in managing a class action, given, *inter alia*, that the proposed class is being certified in the context of a settlement (such that, if the Settlement is approved, there will be no class action litigation as to the Lead Plaintiffs and Defendants for the Court to manage).

4. Pursuant to Rules 23(c)(1) and 23(g) of the Federal Rules of Civil Procedure, Lead Plaintiffs are preliminarily certified as the class representatives ("Class Representatives") of the Settlement Class and Hagens Berman Sobol Shapiro LLP is appointed as class counsel for the Settlement Class ("Class Counsel").

5. The Court preliminarily finds that: (a) the Stipulation resulted from good faith, arm's length negotiations conducted under the auspices of an independent mediator, Greg Danilow of Phillips ADR Enterprises, P.C., who has extensive experience in mediating class action litigations of this type; and (b) the terms of the proposed Settlement are sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class Members and the scheduling of a Fairness Hearing to be held following the issuance of such notice pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

6. The Court therefore directs the issuance of notice of the Settlement to the Settlement Class Members and the scheduling of a Fairness Hearing, as set forth below.

7. The Court hereby schedules the Fairness Hearing, to be held before the Court, on _____, 2026 at __:___ _.m. for the following purposes:

(a) to determine finally whether the requirements for class action treatment under Rule 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 is fair and reasonable and should be approved by the Court;

(e) to consider Class 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 in the accompanying proposed forms of Notice; and

(g) to rule upon such other matters as the Court may deem appropriate.

8. The Court reserves the right to modify this Order to provide that the Fairness Hearing be held remotely, including by dial-in conference call or video-conferencing means. Should the Court enter such a modification, Class Counsel are hereby ordered to cause the Claims Administrator to promptly provide prominent notice of such modification (including relevant details and instructions as to how Settlement Class Members may dial in or log in and, to the extent applicable, be heard at the Fairness Hearing) on a website to be established by the Claims Administrator in this matter for the purposes of facilitating the dissemination of the Notice and other information about this Action (the "Settlement Website").

9. The Court also reserves the right to adjourn the Fairness Hearing to a later date or time without further notice to the Settlement Class Members other than entry of an Order on the Court's docket (provided that the time or the date of the final

Fairness Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 7 above). In such event, however, Class Counsel are directed to instruct the Claims Administrator to post notice of any such adjournment on the Settlement Website.

10. Following the Fairness Hearing, the Court reserves the right to approve the Settlement without modification, or with such modifications as the Settling Parties may agree, without further notice, and to enter its Judgment approving the Settlement and dismissing the Action on the merits and with prejudice as to Defendants, and regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

11. The Court approves the form and substance of: (a) the Notice; (b) the Proof of Claim and Release Form; and (c) the Summary Notice, which are Exhibits A-1, A-2, and A-3, respectively, to the Stipulation.

12. The Court finds that Class Counsel has the authority to act on behalf of the Settlement Class as to all acts or consents that are required by or may be given pursuant to the Stipulation, or that are reasonably necessary to consummate the Settlement.

13. To the extent they have not already done so, Class Counsel shall provide wire instructions for the Escrow Account and an IRS Form W-9 for the Settlement Fund to BeautyHealth's Counsel within five (5) days of the date of this Order. By or before the thirtieth (30th) day after the entry of this Order on the Court's docket, BeautyHealth shall pay or cause to be paid the Settlement Amount of U.S. $18,000,000.00 by wire and/or ACH into the Escrow Account.

14. For settlement purposes only, Stretto, Inc. is appointed as the Claims Administrator to supervise and administer the notice procedure and the processing of claims.

15. Notice of the Settlement and the Fairness Hearing shall be given by Class Counsel as follows:

a) no later than seven (7) days after the date of this Order, BeautyHealth shall provide and/or cause its transfer agent to provide to Class Counsel or the Claims Administrator, at no cost to Lead Plaintiffs, transfer record information concerning the identity of Settlement Class Members, to the extent such information is reasonably ascertainable, in a usable electronic format, such as an Excel spreadsheet;

b) no later than fourteen (14) days after the date of entry of this Order (the "Notice Date"), the Claims Administrator shall: (i) cause a copy of the Notice, substantially in the form attached hereto as Exhibit A-1, to be mailed by first-class mail to potential Settlement Class Members who may be identified through reasonable effort; or (ii) cause a link to the Notice and Claim Form, substantially in the forms attached hereto as Exhibits A-1 and A-2, respectively, to be emailed to potential Settlement Class Members for whom valid email addresses are available;

c) contemporaneously with the mailing of the Notice, the Claims Administrator shall cause copies of the Notice and the Claim Form to be posted on a website to be developed for the Settlement, from which copies of the Notice and Claim Form can be downloaded;

d) no later than ten (10) days after the Notice Date, the Claims Administrator shall cause the Summary Notice, substantially in the form attached hereto as Exhibit A-3, to be published once in *Investor's Business Daily* and transmitted once over the *PR Newswire*; and

e) no later than seven (7) days prior to the Fairness Hearing, Lead Counsel shall serve upon counsel for Defendants and file with the Court proof, by affidavit or declaration, of such mailing and publication.

16. The Court finds that the forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and

all other applicable laws and rules and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto, and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

17. Nominees who purchased or otherwise acquired BeautyHealth Common Stock or BeautyHealth Call Options, or 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) 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) 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, 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. Nominees that choose to follow procedures (a) or (b) shall also send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. Nominees are not authorized to print the Notice themselves for mailing. Notices may only be printed by the Claims Administrator. The Claims Administrator shall, if requested, reimburse nominees from the

Settlement Fund solely for their reasonable out-of-pocket expenses incurred in providing notice to potential Settlement Class Members, up to a maximum of (1) $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; (2) $0.03 per link to the Notice and Claim Form transmitted by email; or (3) $0.03 per name, address, and email address provided to the Claims Administrator, subject to further order of the Court with respect to any dispute concerning such reimbursement.

18. All reasonable fees and expenses incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Stipulation. In the event the Settlement is not finally approved by the Court, or otherwise fails to become effective, neither Lead Plaintiffs nor their counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided in the Stipulation.

19. To be eligible to participate in any recovery from the Net Settlement Fund, if the Settlement becomes effective, each Settlement Class Member must take the following actions and be subject to the following conditions:

(a) Unless the Court orders otherwise, no later than ninety (90) days after the Notice Date, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 to the Stipulation, signed under penalty of perjury and accompanied by adequate supporting documentation for the transactions reported therein as specified in the Proof of Claim, or by such other supporting documentation as is deemed adequate by the Claims Administrator.

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim by such date, or such other date as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and Settlement set forth therein, but will, in all other respects, be subject to and bound by the provisions of the Stipulation, the releases

contained therein, and the Judgment. Notwithstanding the foregoing, Class Counsel may, in its discretion (a) accept for processing late submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed; and (b) waive what Class Counsel deem to be de minimis or technical defects in any Proof of Claim submitted. No Person shall have any claim against Lead Plaintiffs, Class Counsel, or the Claims Administrator by reason of any exercise of discretion with respect to such late-submitted or technically deficient claims.

(c) Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first class mail) provided such Proof of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

(d) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or rejected shall be afforded twenty (20) days to cure such deficiency if it shall appear that such deficiency may be cured. If any Claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice of such rejection, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

(e) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with the processing of any Proofs of Claim.

20. Settlement Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the terms of the Stipulation and the Judgment, if entered and the Settlement becomes effective, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendant Persons with respect to the Released Claims. Settlement Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable.

21. Any member of the Settlement Class who wishes to exclude himself, herself or itself from the Settlement Class must request exclusion in writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any such request for exclusion from the Settlement Class must be mailed or delivered such that it is received no later than twenty-one (21) days prior to the Fairness Hearing, to: BeautyHealth Securities Litigation, EXCLUSIONS, c/o Stretto, 410 Exchange, Ste. 100, Irvine, CA 92602, and (b) each request for exclusion must (i) 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; (ii) 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.)"; (iii) 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 (iv) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be effective unless it provides all the required information and is received within the time stated above or is otherwise accepted by the Court.

22. Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the Settlement Class shall not be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or judgments in the Action and shall not receive any payment out of the Net Settlement Fund.

23. Any Settlement Class Member who or which does not timely and validly request exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her or its right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Stipulation and Settlement and all proceedings, determinations, orders and judgments in the Action, including, but not limited to the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any of the Released Claims against any of the Released Defendant Persons, as more fully described in the Stipulation and Notice.

24. 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.

25. The Court will consider objections to the Settlement, the Plan of Allocation, and the Fee and Expense Applications, provided, however, that, absent

further order of the Court, no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the Plan of Allocation, or the Fee and Expense Applications or, if approved, the Judgment, or any other order relating thereto, unless that Person has filed their objection(s) (and any supporting papers and briefs) with 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, and served copies of such materials on Class Counsel and BeautyHealth's Counsel, respectively, by both email and hard copy mail at least twenty-one (21) days prior to the final Fairness Hearing:

Lucas E. Gilmore
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
lucasg@hbsslaw.com

John C. Scalzo
REED SMITH LLP
599 Lexington Avenue, 22nd Floor
New York, NY 10022
jscalzo@reedsmith.com

To be valid, a Settlement Class Member's objection must substantially comply with the following requirements, namely, it must, with respect to the Settlement Class Member: (i) state their name, address, and telephone number, (ii) 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.)), (iii) list 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 (in order to show their membership in the Settlement Class), (iv) state all grounds for their objection, and (v) state the name, address, and telephone number of the Settlement Class Member's

counsel, if any. The objection must be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Fairness Hearing is not necessary, but Persons wishing to be heard orally in opposition to approval of the Stipulation, the Plan of Allocation, and/or the Fee and Expense Application must state in their written objection that they intend to appear at the Fairness Hearing and must identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Fairness Hearing, provided, however, that the Court may excuse such requirements upon a showing of good cause. Settlement Class Members need not appear at the Fairness Hearing or take any other action to show their approval.

26. Unless otherwise ordered by the Court upon a finding of good cause shown, any Settlement Class Member who does not object in the manner prescribed above shall: be deemed to have waived all such objections; be forever foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, any Judgment approving the Settlement, and any orders approving the Plan of Allocation or the Fee and Expense Application; be bound by all the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the Action; and be foreclosed from appealing from any judgment or order entered in this Action.

27. All papers in support of the Settlement, the Plan of Allocation, and/or the Fee and Expense Applications shall be filed and served no later than thirty-five (35) days before the Fairness Hearing.

28. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation, and/or the Fee and Expense Applications shall be filed no later than seven (7) days prior to the Fairness Hearing.

29. BeautyHealth, BeautyHealth's Counsel, Defendants' insurers, and other Released Defendant Persons shall have no responsibility for, or liability with respect to, the Plan of Allocation or the Fee and Expense Application (including any

payments to the representative plaintiffs) submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

30. Pending final determination of whether the Settlement should be approved, Lead Plaintiffs, all Settlement Class Members, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Claims against any of the Released Defendant Persons.

31. All funds held by the Escrow Agent shall be deemed to be in the custody of, and subject to the jurisdiction of, the Court until such time as such funds are either distributed or returned pursuant to the Stipulation, the Plan of Allocation, and/or further order of the Court.

32. Neither this Order nor the Stipulation (including the Settlement contained therein) nor any act performed or document executed pursuant to or in furtherance of the Settlement:

(a) is or may be deemed to be, or may be used as an admission, concession, or evidence of, the validity or invalidity of any of the claims asserted against BeautyHealth or the Released Defendant Persons, the truth or falsity of any fact alleged by Lead Plaintiffs, the sufficiency or deficiency of any defense that has been or could have been asserted in this Action, or of any deception, wrongdoing, liability, negligence or fault of BeautyHealth, the Released Defendant Persons, or each or any of them, or that Lead Plaintiffs or any Settlement Class Member was harmed or damaged by any conduct by BeautyHealth or the Released Defendant Persons;

(b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved by or made by BeautyHealth or the

Released Defendant Persons in any arbitration proceeding or any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; and

(c) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against BeautyHealth, the Released Defendant Persons, or any of them, that Lead Plaintiffs' or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in the Action would have been greater or less than the Settlement Amount, or that the consideration to be given pursuant to the Stipulation represents an amount equal to, less than, or greater than the amount which could have or would have been recovered after trial.

(d) Neither the Stipulation nor the settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement shall be admissible in any proceeding for any purpose except that the Released Persons may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

33. In the event the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void and shall be vacated *nunc pro tunc*, and of no further force or effect, and without prejudice to Lead Plaintiffs, BeautyHealth, or the Released Defendant Persons, and may not be introduced as evidence or used in any action or proceeding by any Person against Lead Plaintiffs, BeautyHealth, the Released Defendant Persons, or the Released Plaintiff Persons, and each of Lead Plaintiffs, BeautyHealth, and the Released Defendant Persons shall be restored to his, her or its respective litigation positions as they existed immediately prior to the

execution of the Stipulation.

34. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement. The Court may approve the settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

35. No later than fifteen (15) days following the filing of the Stipulation with the Court, BeautyHealth shall cause to be served on Class Counsel and filed with the Court proof, by affidavit or declaration, regarding its compliance with its notice requirements under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.* ("CAFA") on behalf of all Defendants.

36. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement and the Stipulation including, by way of illustration and not limitation, the enforcement thereof.

37. Pending final determination as to whether the Settlement set forth in the Stipulation should be approved, no Class Member shall commence, prosecute, pursue or litigate any Released Claim against any Released Defendant Person.

DATED: _____, 2026

_____
HON. SHERILYN PEACE GARNETT
United States District Court Judge

EXHIBIT A-1

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Priscilla Dijkgraaf and Martijn Dijkgraaf

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

EXHIBIT A-1

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").

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 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

[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.

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 effort 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 __ 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 __ 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% or $5,400,000 of the Settlement Amount 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 Beauty Health 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 _____, 2026	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 _____, 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 _____, 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 _____, 2026, AT _____, AND PROVIDE A NOTICE OF INTENTION TO APPEAR TO LEAD COUNSEL SO THAT IT IS RECEIVED NO LATER THAN _____	The hearing on whether to approve the Settlement is scheduled for _____, 2026, at _____ (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 _____ ___, 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 _____, 2026, 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: 1-510-725-3000. 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 2023. 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 _____, 2026.

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 __-__ 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 [DATE] or submitted online by 11:59 PM PT on [DATE].*** 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 _____, ***2026, at*** _____, 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 Litigation, EXCLUSIONS, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602. ***The Request for Exclusion must be received no later than _____, 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 estimated to be no more than 30% of the Settlement Amount, or $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 _____, **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?

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 _____, 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 _____, ***2026, at*** _____, 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 in the accompanying proposed forms of Notice; 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 has been deposited into an escrow account and is earning 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 _____, 2026 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.

[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 lookback 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.

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:

(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 exceeds 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 Amount[3] and (ii) the sum of the Claimant's Total Sales Proceeds[4] 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 Amount[6] and the Claimant's Holding Value[7]; 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.

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[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."

[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."

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 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 Plaintiff, 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 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	Artficial Inflation	Holding Value
11/17/2023	$1.00	$2.40	$0.43
11/17/2023	$2.00	$1.88	$0.00
11/17/2023	$3.00	$1.02	$0.00
11/17/2023	$4.00	$0.45	$0.00
11/17/2023	$5.00	$0.18	$0.00
11/17/2023	$6.00	$0.00	$0.00
11/17/2023	$7.00	$0.00	$0.00
11/17/2023	$8.00	$0.00	$0.00
11/17/2023	$9.00	$0.00	$0.00
11/17/2023	$10.00	$0.00	$0.00
11/17/2023	$11.00	$0.00	$0.00
11/17/2023	$12.00	$0.00	$0.00
11/17/2023	$13.00	$0.00	$0.00
11/17/2023	$14.00	$0.00	$0.00
11/17/2023	$15.00	$0.00	$0.00
11/17/2023	$16.00	$0.00	$0.00
11/17/2023	$17.00	$0.00	$0.00
11/17/2023	$18.00	$0.00	$0.00
11/17/2023	$19.00	$0.00	$0.00
11/17/2023	$20.00	$0.00	$0.00
11/17/2023	$21.00	$0.00	$0.00
12/15/2023	$1.00	$2.44	$0.53
12/15/2023	$2.00	$1.89	$0.15
12/15/2023	$3.00	$1.12	$0.00
12/15/2023	$4.00	$0.55	$0.00
12/15/2023	$5.00	$0.27	$0.00
12/15/2023	$6.00	$0.12	$0.00
12/15/2023	$7.00	$0.00	$0.00
12/15/2023	$8.00	$0.00	$0.00
12/15/2023	$9.00	$0.00	$0.00
12/15/2023	$10.00	$0.00	$0.00
1/19/2024	$1.00	$2.40	$0.55

Expiration Date	Exercise Price	Artficial Inflation	Holding Value
1/19/2024	$2.50	$1.51	$0.13
1/19/2024	$4.00	$0.67	$0.00
1/19/2024	$5.00	$0.40	$0.00
1/19/2024	$6.00	$0.25	$0.00
1/19/2024	$7.50	$0.10	$0.00
1/19/2024	$9.00	$0.00	$0.00
1/19/2024	$10.00	$0.00	$0.00
1/19/2024	$11.00	$0.00	$0.00
1/19/2024	$12.50	$0.00	$0.00
1/19/2024	$14.00	$0.00	$0.00
1/19/2024	$15.00	$0.00	$0.00
1/19/2024	$16.00	$0.00	$0.00
1/19/2024	$17.50	$0.00	$0.00
1/19/2024	$19.00	$0.00	$0.00
1/19/2024	$20.00	$0.00	$0.00
1/19/2024	$21.00	$0.00	$0.00
1/19/2024	$22.50	$0.00	$0.00
1/19/2024	$25.00	$0.00	$0.00
1/19/2024	$30.00	$0.00	$0.00
1/19/2024	$35.00	$0.00	$0.00
1/19/2024	$40.00	$0.00	$0.00
2/16/2024	$1.00	$2.46	$0.65
2/16/2024	$2.00	$1.94	$0.23
2/16/2024	$3.00	$1.27	$0.10
2/16/2024	$4.00	$0.75	$0.08
2/16/2024	$5.00	$0.45	$0.00
2/16/2024	$6.00	$0.27	$0.00
2/16/2024	$7.00	$0.17	$0.00
2/16/2024	$8.00	$0.10	$0.00
2/16/2024	$9.00	$0.00	$0.00
2/16/2024	$10.00	$0.00	$0.00
2/16/2024	$11.00	$0.00	$0.00

Expiration Date	Exercise Price	Artficial Inflation	Holding Value
2/16/2024	$12.00	$0.00	$0.00
2/16/2024	$13.00	$0.00	$0.00
2/16/2024	$14.00	$0.00	$0.00
2/16/2024	$15.00	$0.00	$0.00
2/16/2024	$16.00	$0.00	$0.00
2/16/2024	$17.00	$0.00	$0.00
5/17/2024	$1.00	$2.41	$0.65
5/17/2024	$2.00	$2.01	$0.33
5/17/2024	$3.00	$1.44	$0.15
5/17/2024	$4.00	$0.95	$0.10
5/17/2024	$5.00	$0.64	$0.08
5/17/2024	$6.00	$0.42	$0.00
5/17/2024	$7.00	$0.32	$0.00
5/17/2024	$8.00	$0.25	$0.00
5/17/2024	$9.00	$0.15	$0.00
5/17/2024	$10.00	$0.12	$0.00
5/17/2024	$11.00	$0.10	$0.00
5/17/2024	$12.00	$0.07	$0.00
5/17/2024	$13.00	$0.00	$0.00
5/17/2024	$14.00	$0.00	$0.00
1/17/2025	$3.00	$1.45	$0.28
1/17/2025	$5.00	$0.96	$0.15
1/17/2025	$8.00	$0.44	$0.10
1/17/2025	$10.00	$0.32	$0.05
1/17/2025	$12.00	$0.00	$0.00
1/17/2025	$15.00	$0.00	$0.00
1/17/2025	$17.00	$0.00	$0.00
1/17/2025	$20.00	$0.00	$0.00
1/17/2025	$22.00	$0.00	$0.00
1/17/2025	$25.00	$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
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
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: _____

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

EXHIBIT A-2

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Attorneys for Lead Plaintiffs
Priscilla Dijkgraaf and Martijn Dijkgraaf

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

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

Hon. Sherilyn Peace Garnett

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of Pendency and Proposed Settlement of Class Action (the "Notice") that accompanies this Proof of Claim and Release form ("Proof of Claim" or "Claim Form"), including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the Releases described in the Notice and provided for in this Claim Form.

2. To recover as a Settlement Class Member you must complete and, on page __ hereof, sign this Proof of Claim. If you fail to submit a properly addressed (as set forth in paragraph 4 below) Proof of Claim, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Action.

3. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement in the Action. To share in the proceeds, the Claims Administrator must determine, based on the information in your Proof of Claim, that you have a recognized loss as a result of your purchases or acquisitions or sales or dispositions of SkinHealth Systems Inc. f/k/a The Beauty Health Company ("BeautyHealth") Securities during the period from May 10, 2022, through November 13, 2023, inclusive.

4. THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT www.BeautyHealthSecuritiesLitigation.com NO LATER THAN _____, OR, IF MAILED, BE POSTMARKED OR RECEIVED NO LATER THAN _____, ADDRESSED AS FOLLOWS:

BeautyHealth Securities Settlement
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

5. If you are a Settlement Class Member, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF

CLAIM OR RECEIVE A PAYMENT, unless you previously requested exclusion from the Settlement Class that was certified in this Action. If you previously submitted a valid request for exclusion, do not submit a Claim Form because you will no longer be eligible to do so.

6. YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD OR CONFIRMATION EMAIL. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL OR EMAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD OR CONFIRMATION EMAIL WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT (855) 905-5327.

II. CLAIMANT IDENTIFICATION

1. All joint beneficial owners must sign this Claim Form. If you purchased or otherwise acquired BeautyHealth Common Stock or BeautyHealth Call Options, or sold BeautyHealth Put Options, during the Settlement Class Period (May 10, 2022 through November 13, 2023, inclusive) and held the securities in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you purchased or otherwise acquired BeautyHealth Common Stock or BeautyHealth Call Options, or sold BeautyHealth Put Options, during the Settlement Class Period and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these securities, but the third party is the record owner. THE BENEFICIAL OWNER, NOT THE RECORD OWNER, MUST SIGN THIS CLAIM FORM.

2. Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions through an account that is in the name of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made through an account in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity on one Claim Form, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).

3. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

a. expressly state the capacity in which they are acting;

b. identify the name, account number, last four digits of your Social Security Number (or taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the BeautyHealth Securities; and

c. furnish evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade stock in another person's accounts.)

4. The last four digits of your Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of YOUR claim.

III. IDENTIFICATION OF TRANSACTIONS

1. Use Part II of this Claim Form titled "Schedule of Transactions in BeautyHealth Securities" to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantively the same form. Sign and print or type your name on each additional sheet.

2. Please note: Only BeautyHealth Common Stock, BeautyHealth Call Options purchased/acquired, and BeautyHealth Put Options sold, during the Settlement Class Period (*i.e.*, from May 10, 2022 through November 13, 2023, inclusive) are eligible under the Settlement. However, because the law provides for a "90-Day Lookback Period" (described in the Plan of Allocation set forth in the Notice), you must provide documentation related to your purchases and sales of BeautyHealth Common Stock during the period from May 10, 2022 to February 9, 2024, inclusive, in order for the Claims Administrator to calculate your Recognized Loss amount under the Plan of Allocation and process your claim.

3. List each transaction in the Settlement Class Period separately and in chronological order by trade date, beginning with the earliest. You must accurately **provide the month, day, and year of each transaction you list.**

4. You are required to submit genuine and sufficient documentation for all of your transactions and holdings in the BeautyHealth Securities set forth in the Schedule of Transactions in Part II A-C of this Claim Form. Documentation may consist of copies

of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Settling Parties and the Claims Administrator do not independently have information about your investments in BeautyHealth Securities. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims.

5. NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with authority to file on behalf of (a) accounts of multiple Settlement Class Members and/or (b) institutional accounts with large numbers of transactions ("Representative Filers") must submit information regarding their transactions in an electronic spreadsheet format. If you are a Representative Filer, you must contact the Claims Administrator at info@BeautyHealthSecuritiesLitigation.com, or visit their website at www.BeautyHealthSecuritiesLitigation.com to obtain the required file layout. Claims which are not submitted in electronic spreadsheet format and in accordance with the Claims Administrator's instructions may be subject to rejection. All Representative Filers MUST also submit a manually signed Claim Form, as well as proof of authority to file (see Section II – CLAIMANT IDENTIFICATION, paragraph 3 above), along with the electronic spreadsheet format. No claims submitted in electronic spreadsheet format will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

6. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Claim Form hosted at www.BeautyHealthSecuritiesLitigation.com. If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Claim Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at info@BeautyHealthSecuritiesLitigation.com or (855) 905-5327. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Claim Form.

PART I: CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner (Enter name exactly as you would like it to appear on a payment.)

Beneficial Owner (continued)

Street Address:

Street Address Line 2:

City: **State:**

Zip: -

Foreign Province:

Foreign Postal Code:

Foreign Country:

-- --

Area Code Telephone No. (day) **Area Code Telephone No. (evening)**

Email Address (Email address is not required, but if you provide it, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.):

Last Four Digits of Social Security Number

OR

Last Four Digits of Taxpayer Identification Number (for estates, corporations, etc.)

PART II: SCHEDULE OF TRANSACTIONS IN BEAUTYHEALTH SECURITIES

A. SCHEDULE OF TRANSACTIONS IN BEAUTYHEALTH COMMON STOCK

Complete this section if and only if you purchased or otherwise acquired BeautyHealth Common Stock between May 10, 2022 and November 13, 2023, both dates inclusive. Please include proper documentation with your Claim Form as described in detail in Section III – Identification of Transactions, paragraph 4, above. Do not include information in this section regarding securities other than BeautyHealth Common Stock.

A. BEGINNING HOLDINGS: State the total number of shares of BeautyHealth Common Stock held at the close of trading on May 9, 2022 (*must be documented*). If none, write "zero" or "0."	

B. PURCHASES/ACQUISITIONS DURING THE SETTLEMENT CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD: Separately list each and every purchase or acquisition of BeautyHealth Common Stock between May 10, 2022 and February 9, 2024, both dates inclusive, and provide the following information (*must be documented)*.[1]			**IF NONE, CHECK HERE** ○
Date of Purchase (List Chronologically) (Month/Day/Year)	**Number of Shares Purchased/Acquired**	**Purchase Price per Share**	**Total Purchase Price (Excluding Commissions, Taxes, and Fees)**
		$	**$**
		$	**$**
		$	**$**
		$	**$**

C. SALES DURING THE SETTLEMENT CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD: Separately list each and every sale of BeautyHealth Common Stock between May 10, 2022 and February 9, 2024, both dates inclusive, and provide the following information (*must be documented*).	**IF NONE, CHECK HERE** ○

[1] Purchases made in the Lookback Period (November 14, 2023 through February 9, 2024) are not eligible for payment under the terms of the Plan of Allocation. However, information for these purchases is required in order to ensure proper calculation of Recognized Loss under the terms of the Plan of Allocation.

Date of Sale (List Chronologically) (Month/Day/Year)	**Number of Shares Sold**	**Sale Price per Share**	**Total Sale Price (Excluding Commissions, Taxes, and Fees)**
		$	**$**
		$	**$**
		$	**$**
		$	**$**

D. ENDING HOLDINGS: State the total number of shares of BeautyHealth Common Stock held at the close of trading on February 9, 2024 (*must be documented).* If none, write "zero" or "0."	

IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE, NUMBERED SHEETS, GIVING ALL REQUIRED INFORMATION, SUBSTANTIALLY IN THE SAME FORMAT, AND PRINT YOUR NAME AND SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER AT THE TOP OF EACH SHEET.

B. SCHEDULE OF TRANSACTIONS IN BEAUTYHEALTH CALL OPTIONS CONTRACTS

Complete this section if and only if you purchased or otherwise acquired BeautyHealth Call Options between May 10, 2022 and November 13, 2023, both dates inclusive. Please include proper documentation with your Claim Form as described in detail in Section III – Identification of Transactions, paragraph 4, above. Do not include information in this section regarding securities other than BeautyHealth Call Options.

A. BEGINNING HOLDINGS: Separately list all positions in BeautyHealth Call Option contracts in which you had an open interest as of the close of trading on May 9, 2022 (*must be documented*).	**IF NONE, CHECK HERE** ○

Strike Price of Call Option Contract	**Expiration Date of Call Option Contract (Month/Day/Year)**	**Number of Call Option Contracts in Which You Had an Open Interest**
$		
$		

$		
$		

B. PURCHASES/ACQUISITIONS DURING THE SETTLEMENT CLASS PERIOD: Separately list each and every purchase or acquisition of BeautyHealth Call Option contracts between May 10, 2022 and November 13, 2023, both dates inclusive, and provide the following information (*must be documented)*

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/ Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/ Year)	Number of Call Option Contracts Purchased/ Acquired	Purchase/ Acquisition Price Per Call Option Contract	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Insert an "E" if Exercised Insert an "A" if Assigned Insert an "X" if Expired	Exercise/Assignment /Expiration Date (Month/ Day/ Year)
	$			$	$		
	$			$	$		
	$			$	$		
	$			$	$		

C. SALES DURING THE SETTLEMENT CLASS PERIOD: Separately list each and every sale/disposition of BeautyHealth Call Options between May 10, 2022 and November 13, 2023, both dates inclusive, and provide the following information (*must be documented*).

IF NONE, CHECK HERE ○

Date of Sale (List Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract	Total Sale Price (excluding taxes, commissions, and fees)
	$			$	$
	$			$	$
	$			$	$
	$			$	$

D. ENDING HOLDINGS: Separately list all positions in BeautyHealth Call Option contracts in which you had an open interest as of the close of trading on November 13, 2023 (*must be documented*).

IF NONE, CHECK HERE ○

Strike Price of Call Option Contract	**Expiration Date of Call Option Contract (Month/Day/Year)**	**Number of Call Option Contracts in Which You Had an Open Interest**
$		
$		
$		
$		

IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE, NUMBERED SHEETS, GIVING ALL REQUIRED INFORMATION, SUBSTANTIALLY IN THE SAME FORMAT, AND PRINT YOUR NAME AND SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER AT THE TOP OF EACH SHEET.

C. SCHEDULE OF TRANSACTIONS IN BEAUTYHEALTH PUT OPTIONS CONTRACTS

Complete this section if and only if you sold (wrote) BeautyHealth Put Options between May 10, 2022 and November 13, 2023, both dates inclusive. Please include proper documentation with your Claim Form as described in detail in Section III – Identification of Transactions, paragraph 4, above. Do not include information in this section regarding securities other than BeautyHealth Put Options.

A. BEGINNING HOLDINGS: Separately list all positions in BeautyHealth Put Option contracts in which you had an open interest as of the close of trading on May 9, 2022 (*must be documented*).	**IF NONE, CHECK HERE** ○

Strike Price of Put Option Contract	**Expiration Date of Put Option Contract (Month/Day/Year)**	**Number of Put Option Contracts in Which You Had an Open Interest**
$		
$		
$		
$		

B. SALES (WRITING) DURING THE SETTLEMENT CLASS PERIOD: Separately list each and every sale (writing) of BeautyHealth Put Option contracts between May 10, 2022 and November 13, 2023, both dates inclusive, and provide the following information (*must be documented)*

Date of Sale (Writing) (List Chronologically) (Month/Day/ Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/ Year)	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions, and fees)	Insert an "A" if Assigned Insert an "E" if Exercised Insert an "X" if Expired	Exercise/Assignment /Expiration Date (Month/ Day/ Year)
	$			$	$		
	$			$	$		
	$			$	$		
	$			$	$		

C. PURCHASES/ACQUISITIONS DURING THE SETTLEMENT CLASS PERIOD: Separately list each and every purchase/acquisition of BeautyHealth Put Option contracts between May 10, 2022 and November 13, 2023, both dates inclusive, and provide the following information (*must be documented*):	**IF NONE, CHECK HERE** ○

Date of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Purchased/Acquired	Purchase/Acquisition Price Per Put Option Contract	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
	$			$	$
	$			$	$
	$			$	$
	$			$	$

D. ENDING HOLDINGS: Separately list all positions in BeautyHealth Put Option contracts in which you had an open interest as of the close of trading on November 13, 2023 (*must be documented*).	**IF NONE, CHECK HERE** ○

Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts in Which You Had an Open Interest
$		
$		
$		
$		

IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE, NUMBERED SHEETS, GIVING ALL REQUIRED INFORMATION, SUBSTANTIALLY IN THE SAME FORMAT, AND PRINT YOUR NAME AND SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER AT THE TOP OF EACH SHEET.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement, dated June 17, 2026 ("Stipulation") described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Central District of California, with respect to my (our) claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) not excluded from the Settlement Class and am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of BeautyHealth Securities during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge, on behalf of myself (ourselves) and each of my (our) past and present trustees, fiduciaries, guardians, representatives, estate trustees, heirs, executors, administrators, predecessors, successors and assigns, and any other person claiming by, through, or on behalf of myself (ourselves), in their capacities as such, that I (we) shall be deemed by operation of law to (a) have released, waived, discharged, and dismissed each and every of the Released Claims against the Released Defendant Persons; and (b) forever be enjoined from commencing, instituting, or prosecuting any or all of the Released Claims against any of the Released Defendant Persons.

2. "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.

3. "Released Claims" means any and all claims (including Unknown Claims as defined in ¶ 1.51), 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.

4. "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.

5. "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.

6. "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.

7. This release shall be of no force or effect unless and until the Court approves the Settlement set forth in the Stipulation and it becomes effective on the Effective Date.

8. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any Released Claim or any other part or portion thereof.

9. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in BeautyHealth Securities that occurred during the Settlement Class Period as well as the number of BeautyHealth Common Stock shares held by me (us) at the opening of trading on May 10, 2022, and the close of trading on February 9, 2024.

10. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information is true and correct.

Executed this _____ day of _____, in _____,
(Month/Year) (City)

_____.
(State)

Signature of Claimant	Signature of Joint Claimant, if any
Print Name of Claimant	Print Name of Joint Claimant, if any

Capacity of person(s) signing (e.g., Beneficial Purchaser, Executor, or Administrator)

Reminder Checklist:

1. Please sign the above release and declaration.

2. If this Claim is being made on behalf of Joint Claimants, then both must sign.

3. Remember to attach copies of supporting documentation, if available.

4. Please do not highlight any portion of the Claim Form or any supporting documents.

5. Do not send originals of certificates.

6. Keep a copy of your Claim Form and all supporting documentation for your records.

7. The Claims Administrator will acknowledge receipt of your Claim Form by mail or email within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard or confirmation email. **If you do not receive an acknowledgement postcard or confirmation email within 60 days, please call the Claims Administrator toll free at (855) 905-5327.** If you move, please send your new address to the address below.

THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT WWW.BEAUTYHEALTHSECURITIESLITIGATION.COM NO LATER THAN _____, OR, IF MAILED, BE POSTMARKED OR RECEIVED NO LATER THAN _____, ADDRESSED AS FOLLOWS:

BeautyHealth Securities Settlement
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

EXHIBIT A-3

Reed R. Kathrein (139304)
reed@hbsslaw.com
Lucas E. Gilmore (250893)
lucasg@hbsslaw.com
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Attorneys for Lead Plaintiffs
Priscilla Dijkgraaf and Martijn Dijkgraaf

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

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

EXHIBIT A-3

Hon. Sherilyn Peace Garnett

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED SKINHEALTH SYSTEMS INC. F/K/A THE BEAUTY HEALTH COMPANY ("BEAUTYHEALTH") COMMON STOCK OR BEAUTYHEALTH CALL OPTIONS, OR SOLD OR OTHERWISE DISPOSED OF BEAUTYHEALTH PUT OPTIONS, FROM MAY 10, 2022 THROUGH NOVEMBER 13, 2023, INCLUSIVE, YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED SETTLEMENT IN A LAWSUIT PENDING IN FEDERAL COURT (THE "ACTION").[1] PLEASE READ CAREFULLY.

YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, ***2026, at*** _____, 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 for the purpose of determining: (1) whether the proposed Settlement of the Action for $18,000,000 in cash should be approved as fair, reasonable, and adequate to the Settlement Class Members; (2) whether the Settlement Class should be certified for purposes of the Settlement and whether Lead Plaintiffs and Lead Counsel should be certified as class representatives and class counsel for the purposes of the Settlement; (3) whether, thereafter, the Action should be dismissed with prejudice as set forth in the Stipulation and Agreement of Settlement dated as of June 17, 2026; (4) whether the proposed Plan of Allocation of the Settlement Amount is fair, reasonable, and adequate; (5) whether the application by Lead Counsel Hagens Berman Sobol Shapiro LLP, for attorneys' fees and expenses and for awards to the Court-appointed Lead Plaintiffs Priscilla Dijkgraaf and Martijn Dijkgraaf should be approved; and (6) whether the proposed Judgment should be entered.

The Action has been preliminarily certified as a class action for settlement purposes on behalf of all Persons or entities which purchased or otherwise acquired BeautyHealth Common Stock or BeautyHealth Call Options, or sold or otherwise disposed of BeautyHealth Put Options, during the Settlement Class Period and who were damaged thereby ("Settlement Class Members"). In the Action, Lead Plaintiffs assert claims against BeautyHealth, Andrew Stanleick, and Liyuan Woo ("Defendants") under the Securities Exchange Act of 1934 ("Exchange Act"). A detailed description of the Action, including the parties, the claims and defenses, and other important information about your rights and options, is in the detailed Notice of Pendency and Proposed Settlement of Class Action (the "Notice").

[1] All capitalized terms used in this Summary 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.

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 during the Settlement Class Period. Lead Plaintiffs further allege that persons who purchased/acquired and/or sold BeautyHealth Securities during the Settlement Class Period suffered economic losses when the price of BeautyHealth Securities declined as a result of a corrective disclosure revealed on November 13, 2023. BeautyHealth denies and continues to deny these allegations and all allegations of wrongdoing or liability.

During the litigation, 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 negotiation 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.

At the Fairness Hearing, Lead Counsel will request that the Court award aggregate attorneys' fees. These attorneys' fees are estimated to be no more than 30% of the Settlement Amount, or $5,400,000. Settlement Class Members are not personally liable for any such fees or any other expenses (estimated not to exceed $325,000 for litigation expenses, and $250,000 for Notice and Administration Expenses). In addition, Lead Plaintiffs may seek payment not to exceed $5,000 for each Lead Plaintiff for their time and expenses incurred in representing the Settlement Class. The net recovery for Settlement Class Members (also referred to as the Net Settlement Fund) is estimated to be at least $12,015,000 ($18,000,000 minus all of the foregoing fees and expenses).

If you have not received the detailed Notice of Pendency and Proposed Settlement of Class Action (the "Notice") and a copy of the Proof of Claim and Release form, you may obtain copies of them free of charge by visiting the Settlement website at **www.BeautyHealthSecuritiesLitigation.com**, sending an email to **info@BeautyHealthSecuritiesLitigation.com,** or writing to **BeautyHealth Securities Settlement, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602**.

If you are a Class Member and wish to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim by mail ***postmarked no later than _____, 2026,*** or electronically ***no later than _____, 2026,*** establishing that you are entitled to recovery. Failure to submit your Proof of Claim by _____, 2026, will subject your claim to possible rejection and may preclude

you from receiving any payment from the Settlement. If you are a Settlement Class Member, you will be bound by the Settlement and any judgment entered in the Action, whether or not you submit a Proof of Claim.

EXCLUSION FROM THE CLASS - Each Settlement Class Member will be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class in accordance with all the instructions set forth in the Notice that is ***received, not simply postmarked, on or before _____, 2026.***

To object to any aspect of the Settlement, including the Plan of Allocation, or the applications for attorneys' fees and expenses (including any awards to Lead Plaintiffs), you must submit a written objection in accordance with all the instructions set forth in the Notice that is ***received or filed, not simply postmarked, on or before _____, 2026.*** If you object, but also want to be eligible for a payment from the Settlement, you must still submit a timely Proof of Claim.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

If you have any questions about the Settlement, you may contact Lead Counsel at the following address:

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

DATED: _____, 2026

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

###

SOURCE// HAGENS BERMAN SOBOL SHAPIRO LLP

URL// **[INSERT]**

EXHIBIT B

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ABDULADHIM A. ALGHAZWI, Individually and On Behalf of All Others Similarly Situated,

Plaintiff,

v.

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

Defendants.

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

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL

Exhibit B

WHEREAS, an action is pending before this Court captioned *Alghazwi v. The Beauty Health Company, et al.*, No. 2:23-cv-09733-SPG-MAA (the "Action");

WHEREAS, Court-appointed Lead Plaintiffs Priscilla Dijkgraaf and Martijn Dijkgraaf ("Lead Plaintiffs"), on behalf of themselves and the Settlement Class (defined below) and Defendant SkinHealth Systems Inc. f/k/a The Beauty Health Company ("BeautyHealth" and together with Lead Plaintiffs, the "Settling Parties") have determined to settle all claims asserted against Defendants BeautyHealth, Andrew Stanleick, and Liyuan Woo in this Action with prejudice on the terms and

conditions set forth in the Stipulation and Agreement of Settlement dated June 17, 2026 (the "Stipulation") (ECF No. __) subject to approval of this Court ("Settlement");

WHEREAS, unless otherwise defined in this Order and Final Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated _____, 2026 (the "Preliminary Approval Order"), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on _____, 2026 (the "Fairness Hearing") to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

1. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Settling Parties and each of the Settlement Class Members.

2. This Order and Final Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on June 17, 2026; (b) the Notice, and Summary

Notice, both of which were filed with the Court on June 17, 2026; and (c) the Claim Form which was filed with the Court on June 17, 2026. All terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

3. The Court hereby finally certifies a Class defined as: 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. 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 listed on Exhibit 1 hereto who or which are excluded from the Settlement Class pursuant to a request for exclusion.

4. With respect to the Class, and solely for purposes of effectuating this Settlement, the Court hereby affirms its determinations in the Preliminary Approval Order certifying Lead Plaintiffs as Class Representatives for the Settlement Class and appointing Lead Counsel as Class Counsel for the Settlement Class. Lead Plaintiffs and Lead Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

5. The Court finds that the dissemination of the Notice and the online posting of the Notice, and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Lead Counsel's motion for an award of attorneys' fees, reimbursement of litigation expenses, and awards to Lead Plaintiffs; (iv) their right to object to any aspect of the Settlement, the Plan of Allocation and/or Lead Counsel's motion for attorneys' fees, reimbursement of litigation expenses, and awards to Lead Plaintiffs; (v) their right to exclude themselves from the Settlement Class; and (vi) their right to appear at the Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 78u-4, 77z–1, as amended, and all other applicable law and rules. Further, the Court finds that BeautyHealth served the appropriate and required notice pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA"), on the appropriate Federal official (the Attorney General of the United States) and the appropriate State official(s) (the necessary state Attorneys General) as contemplated by such statute. The Court additionally finds that BeautyHealth served such adequate notice under CAFA more than ninety (90) days prior to entry of this Order. The Court further finds that the terms and provisions of the Stipulation were negotiated by the parties at arm's length and were entered into by the parties in good faith.

6. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the

Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Settling Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

7. The Action and all of the claims asserted against BeautyHealth in the Action by Lead Plaintiffs and the other Settlement Class Members are hereby dismissed with prejudice. All claims against Defendants Andrew Stanleick and Liyuan Woo are also dismissed with prejudice. The Settling Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

8. The terms of the Stipulation and this Order and Final Judgment shall be forever binding on BeautyHealth, Lead Plaintiffs and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The persons and entities listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Stipulation or this Order and Final Judgment.

9. The Releases set forth in paragraphs 3.2 and 3.3 of the Stipulation, together with the definitions contained in paragraphs 1.36, 1.37, 1.38, 1.39, 1.40, and 1.51 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and on behalf of any other Person or entity legally entitled to bring Released Claims on behalf of the respective Settlement Class Member in such capacity only, shall be deemed to have, and by operation of law and of this Order and Final Judgment shall have, fully, finally and

forever compromised, settled, released, resolved, relinquished, waived, discharged and dismissed each and every Released Claim, and shall forever be enjoined from prosecuting any or all of the Released Claims against any of the Released Defendant Persons, whether or not such Class Member executes and delivers the Proof of Claim and Release form, and whether or not such Class Member shares or seeks to share in the Settlement Fund. This Release shall not apply to any of the Excluded Claims (as that term is defined in paragraph 1.20 of the Stipulation) nor any Person or entity listed on Exhibit 1 hereto.

(b) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the Settlement, BeautyHealth, on behalf of itself, and on behalf of any other person or entity legally entitled to bring Released Claims Against Lead Plaintiffs in such capacity only, shall be deemed to have, and by operation of law and of this Order and Final Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Claim Against Lead Plaintiffs, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims Against Lead Plaintiffs against any of the Released Plaintiff Persons.

10. Notwithstanding paragraphs 9(a) – (b) above, nothing in this Order and Final Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Stipulation or this Order and Final Judgment.

11. The Court finds and concludes that the Settling Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

12. Neither this Order and Final Judgment, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken

pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendant Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Persons with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant Persons or in any way referred to for any other reason as against any of the Released Defendant Persons, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation and this Order and Final Judgment; or

(b) shall be offered against any of the Released Plaintiff Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Released Plaintiff Persons that any of their claims are without merit, that any of the Released Defendant Persons had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff Persons, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation and this Order and Final Judgment; or

(c) shall be construed against any of the Released Defendant Persons and Released Plaintiff Persons as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; *provided, however*, that the Settling Parties, the Released Defendant Persons and the Released Plaintiff Persons and their

respective counsel may refer to this Order and Final Judgment and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement; or

(d) shall be admissible in any proceeding for any purpose except that the Released Persons may file the Stipulation and/or this Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or similar defense or counterclaim.

13. Without affecting the finality of this Order and Final Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Settling Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees, litigation expenses, and/or awards to Lead Plaintiffs that will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve the Settlement Distribution Order; and (f) the Settlement Class Members for all matters relating to the Action.

14. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Lead Counsel for an award of attorneys' fees, reimbursement of litigation expenses, and awards to Lead Plaintiffs. Such orders shall in no way affect or delay the finality of this Order and Final Judgment and shall not affect or delay the Effective Date of the Settlement.

15. Without further approval from the Court, Lead Plaintiffs and BeautyHealth are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order and Final Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Lead Plaintiffs

and BeautyHealth may agree to reasonable extensions of time to carry out any provisions of the Settlement.

16. If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order and Final Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order and Final Judgment shall be without prejudice to the rights of Lead Plaintiffs, the other Settlement Class Members and BeautyHealth, and the Settling Parties shall revert to their respective positions in the Action as of the execution date of the Stipulation.

17. The provisions of this Judgment constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court finds for purposes of Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason to delay the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed.

18. This Action is dismissed with prejudice. The parties are to bear their own costs, except as otherwise provided in the Stipulation or this Judgment.

DATED: _____, 2026

_____
HON. SHERILYN PEACE GARNETT
United States District Court Judge