

EXHIBIT E

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Case No. 2024-0114-LWW**



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE THE BEAUTY HEALTH COMPANY)
CONSOLIDATED STOCKHOLDER) C.A. No. 2024-0114-LWW
LITIGATION

ORDER AND JUDGMENT

A hearing having been held before this Court on _____, 2026, pursuant to the Court’s order of _____, 2026 (the “Scheduling Order”), upon the Stipulation of Settlement dated February 9, 2026 (“Stipulation”), entered into between and among the Parties in the Action,¹ which is incorporated by reference, it appearing that due notice of the hearing has been given to all Applicable Beauty Health Stockholders in accordance with the Scheduling Order, the Parties having appeared through their respective attorneys of record, the Court having heard and considered argument and evidence in support of the proposed Settlement, the attorneys for the Parties having been heard, an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order, the Court having determined that notice to all Applicable Beauty Health Stockholders was adequate and sufficient, and the entire matter of the proposed Settlement having been heard and considered by the Court,

¹ All capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Stipulation and the Scheduling Order.

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IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this _____ day of _____, 2026, that:

1. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over the Parties and all Applicable Beauty Health Stockholders, and it is further determined that Plaintiffs, Individual Defendants, the Company, and all Applicable Beauty Health Stockholders, as well as their heirs, executors, successors, and assigns, are bound by this Order and Judgment.

2. Notice has been given to all Applicable Beauty Health Stockholders, pursuant to and in the manner directed by the Scheduling Order, proof of dissemination of the Notice has been filed with the Court, and full opportunity to be heard has been offered to all Parties and to all other persons and entities with an interest in matters relating to the Settlement. The form and manner of the Notice is hereby determined to have provided due and sufficient notice of the Settlement and to have been given in full compliance with the requirements of Court of Chancery Rule 23.1 and due process.

3. Based on the record before the Court, each of the provisions of Court of Chancery Rule 23.1 has been satisfied and the Action has been properly maintained according to the provisions of Court of Chancery Rule 23.1.

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4. The Settlement is found to be fair, reasonable, adequate, and in the best interests of Beauty Health and all Applicable Beauty Health Stockholders and is hereby approved pursuant to Court of Chancery Rule 23.1. The Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions.

5. This Action is hereby dismissed with prejudice, and the Register in Chancery is directed to enter and docket this Order and Judgment.

6. The Parties in the Action shall bear their own fees, costs, and expenses, except as provided in paragraph 12 below or as otherwise provided in the Stipulation and Scheduling Order.

7. Upon Final Approval of the Settlement, Plaintiffs' Releasing Parties shall fully, finally, and forever compromise, settle, resolve, release, relinquish, waive and discharge, and shall forever be enjoined from prosecuting any and all of the Defendants' Released Claims as against the Released Defendant Parties.

8. Upon Final Approval of the Settlement, Defendants' Releasing Parties shall fully, finally, and forever compromise, settle, resolve, release, relinquish, waive and discharge, and shall forever be enjoined from prosecuting any and all of the Plaintiffs' Released Claims as against the Released Plaintiff Parties.

9. The Parties are hereby authorized, without further approval from the

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Court, to agree to adopt such amendments and modifications of the Stipulation that are consistent with this Order and Judgment and that do not limit the rights of the Parties or Applicable Beauty Health Stockholders under the Stipulation. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

10. Neither this Order and Judgment, nor the Stipulation or their negotiation, nor any proceedings taken pursuant thereto shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants, the Company, or any of the other Released Defendant Parties of (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs or any of the other Plaintiffs' Releasing Parties that any of their claims are without merit or that any of the Defendants had meritorious defenses.

11. In the event that the Settlement is terminated pursuant to the terms of the Stipulation or if any of the conditions in paragraphs 19 and 20 of the Stipulation do not occur for any reason, then (i) the Settlement and the Stipulation shall be

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canceled and terminated; (ii) this Order and Judgment and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Released Claims by the Releasing Parties as against the Released Parties provided for in this Order and Judgment shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in, and parties to, the Action shall revert to their status immediately prior to the Parties entry into the Stipulation, and no materials created by or received from another Party that were used in, obtained during, or related to Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are required to be produced during discovery in the Action or in any other litigation; and (vi) the Parties shall proceed in all respects as if the Stipulation had not been entered into by the Parties.

12. Plaintiffs' Counsel are awarded attorneys' fees and expenses in the amount of \$ _____ (the "Fee Award"), which award the Court finds to be fair and reasonable, and which shall be paid to Plaintiffs' Counsel in accordance with the terms of the Stipulation. In addition, Plaintiffs and the Stockholder are each awarded \$ _____ for their services in connection with the Action, which shall be paid from the Fee Award.

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13. No proceedings or Court order with respect to the Fee Award, if any, or the award to Plaintiffs (as set forth in paragraph 12 above) shall in any way disturb or affect this Order and Judgment (including precluding Final Approval of the Settlement or the Settlement otherwise being entitled to preclusive effect upon the satisfaction of the conditions in paragraphs of the Stipulation), and any such proceedings or Court order shall be considered separate from this Order and Judgment.

Vice Chancellor Lori W. Will