

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

In re BIOLASE, INC. SECURITIES LITIGATION	Case No. 13-1300-JLS (FFMx)
	<b>PROOF OF CLAIM AND RELEASE</b>

**I. GENERAL INSTRUCTIONS**

1. To recover as a member of the Settlement Class based on your claim(s) in the action entitled In re BIOLASE, Inc. Securities Litigation, Civil No. 13-1300-JLS (FFMx) (the “Action”) you must complete and on page 13 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in ¶3 below) and completed Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement in the Litigation.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE August 15, 2015, ADDRESSED AS FOLLOWS:

**BIOLASE, Inc. Securities Litigation  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479**

(The Claims Administrator's toll free telephone number is 866-742-4955. If you are NOT a member of the Settlement Class (as defined in the “Notice of Pendency and Settlement of Class Action and Settlement Hearing Thereon”), DO NOT submit a Proof of Claim and Release form.

4. If you are a member of the Settlement Class and you do not timely request exclusion (**by September 24, 2015**), you are bound by the terms of any judgment entered in the Action, **whether or not you submit a Proof of Claim and Release form.**

**II. GENERAL DEFINITIONS**

1. “Claimant” means any Settlement Class Member who files a Proof of Claim in such form and manner, and within such time, as the Court shall prescribe.

2. “Lead Plaintiff” or “Plaintiff” means Lead Plaintiff Dr. Pradeep Khurana and the Settlement Class, i.e., purchasers of BIOLASE shares during the period from November 5, 2012 to and including August 13, 2013, inclusive (the “Settlement Class Period”). Excluded from the Settlement Class are Defendants, members of the immediate family of the Individual Defendants, any entity in which any Defendant has or had a controlling interest, current and former directors and officers of BIOLASE and the legal representatives, heirs, successors, or assigns of any such excluded Person or entity. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the Notice.

3. “Defendants” mean BIOLASE, Inc. (“BIOLASE”), Federico Pignatelli, Frederick Furry, and Alexander Arrow.

4. “Effective Date of Settlement” or “Effective Date” means the first date by which all of the events and conditions specified in ¶8.1 of the Stipulation of Settlement have been met and have occurred.

5. “Person” means an individual, corporation, limited liability company, partnership, limited liability partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assigns.<sup>1</sup>

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<sup>1</sup> Any capitalized and otherwise undefined terms have the definitions set forth in the Stipulation of Settlement dated March 30, 2015.

### III. INSTRUCTIONS FOR COMPLETION OF FORM

#### A. Claimant Identification

1. If you purchased BIOLASE common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased BIOLASE common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form entitled “Claimant Identification” to identify each purchaser of record (“nominee”), if different from the beneficial purchaser of BIOLASE common stock which forms the basis of this claim. This claim must be executed and filed by the actual beneficial purchaser or purchasers, or the legal representative of such purchaser or purchasers, of the BIOLASE common stock upon which this claim is based.

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and proof of their authority must accompany this claim and their titles or capacities must be stated. The 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 the claim.

#### B. Identification of Purchases and Sales

1. Use Part II of this form entitled “Schedule of Transactions in BIOLASE Common Stock” to supply all required details of your transaction(s) in BIOLASE’s common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to (a) all of your purchases of BIOLASE common stock which took place at any time between November 5, 2012 and November 12, 2013, inclusive and (b) all of your sales of BIOLASE common stock which took place at any time during the Settlement Class Period, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. Separating purchases from sales (as indicated), 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.

4. The date covering a “short sale” is deemed to be the date of purchase of BIOLASE common stock. The date of a “short sale” is deemed to be the date of sale of BIOLASE stock.

5. Brokers’ confirmations or other documentation of your transactions in BIOLASE common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

6. For each transaction in BIOLASE common stock, the date of the purchase and sale is the “trade” or “contract” date, not the “settlement” or “payment” date.

7. The purchase price is the price paid exclusive of commissions or other expenses. The sale price is the price received exclusive of commissions or other expenses.

**IV. CLAIMANT IDENTIFICATION AND SCHEDULE OF TRANSACTIONS**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

In re BIOLASE, Inc. Securities Litigation  
Civ. No. 13-1300-JLS-FFMx

PROOF OF CLAIM AND RELEASE

Must be Postmarked On or Before:  
August 15, 2015

Please Type or Print

**PART I: CLAIMANT IDENTIFICATION**

\_\_\_\_\_  
Beneficial Owner's Name (First, Middle, Last)

\_\_\_\_\_  
Joint Beneficial Owner's Name (First, Middle, Last), if applicable

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Social Security Number or  
Taxpayer Identification Number

\_\_\_\_ Individual

\_\_\_\_ Corporation/Other

\_\_\_\_ (work)  
Area Code Telephone Number

\_\_\_\_ (home)  
Area Code Telephone Number

\_\_\_\_\_  
Record Owner's Name (if different from beneficial owner listed above)

\_\_\_\_\_  
Account Number, if applicable

**PART II: SCHEDULE OF TRANSACTIONS IN BIOLASE COMMON STOCK**

A. Number of shares of BIOLASE common stock held at the beginning of trading on November 5, 2012, if any: \_\_\_\_\_;

B. Purchases (November 5, 2012 through August 13, 2013, inclusive) of BIOLASE common stock:

Trade Date

	<u>Mo</u> <u>Day</u> <u>Year</u>	<u>No. of Shares Purchased</u>	<u>Total Purchase Price</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

C. Sales (November 5, 2012 – November 12, 2013, inclusive) of BIOLASE common stock:

Trade Date

	<u>Mo</u> <u>Day</u> <u>Year</u>	<u>No. of Shares Purchased</u>	<u>Total Purchase Price</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

D. Number of shares of BIOLASE common stock held at close of trading on August 13, 2013, if any: \_\_\_\_\_

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGES 8-11.

**V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I also submit to the jurisdiction of the United States District Court for the Central District of California with respect to my claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Litigation. I agree to furnish additional information to Lead Plaintiff’s Counsel and/or the Claims Administrator to support this claim if required to do so. I have not submitted any other claim covering the same purchases of BIOLASE common stock during the Settlement Class Period and know of no other Person having done so on my behalf.

**VI. RELEASE PROVISIONS**

**A. Definitions**

1. “Released Claims” means any and all claims, including Unknown Claims, demands, rights, liabilities or causes of action, in law or in equity, accrued or unaccrued, fixed or contingent, direct, individual or representative, of every nature and description whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation that could have been asserted by Lead Plaintiff or any Settlement Class Member against Defendants and their Corresponding Released Parties, or any one of them, arising out of, based upon, or concerning the purchase of BIOLASE common stock during the Class Period in connection with the subject matter of the Litigation and the acts, facts, statements or omissions that were or could have been alleged by Lead Plaintiff or any Settlement Class Member; provided, however, that Released Claims shall not include (i) the right to enforce the Stipulation; and (ii) the right to enforce any confidentiality agreement to which the Parties may enter into in connection with providing Confirmatory Discovery. Released Claims includes “Unknown Claims” as defined below.

2. "Released Defendants' Claims" means all claims, including Unknown Claims, demands, rights, liabilities or causes of action, in law or in equity, accrued or unaccrued, fixed or contingent, direct, individual or representative, of every nature and description whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation that could have been asserted by Defendants and their Corresponding Released Parties against: (a) Plaintiff, Settlement Class Members, and their Corresponding Released Parties; and (b) Liaison Counsel and Lead Counsel, arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims; provided, however, that the release of Plaintiff, the Settlement Class Members, and their Corresponding Released Parties, shall not include the right to enforce the Stipulation of Settlement or any confidentiality agreement to which the Parties may enter into in connection with providing Confirmatory Discovery. Released Defendants' Claims also do not include, release, bar, or waive claims against any Person who submits a request for exclusion from the Settlement Class and who does not withdraw his, her, or its request for exclusion and whose request is accepted by the Court.

3. "Released Parties" means Plaintiff, Defendants, and each of the Plaintiff's and Defendants' respective Corresponding Released Parties.

4. "Unknown Claims" means claims that Plaintiff, the Settlement Class, Defendants, and any or all other Persons and entities whose claims are being released, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties, the Released Claims, and the Released Defendants' Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and all other Persons and entities whose claims are being released, shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiff, the Settlement Class, and all other Persons and entities whose claims are being released, also shall be deemed to have, and shall have, 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 the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to §1542 of the California Civil Code. Plaintiff and Defendants acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention finally and forever to settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

**B. Scope of Release and Warranties**

1. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release (and discharge from) the "Released Claims" each and all of the Released Parties and each and all of their Corresponding Released Parties.

2. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement (which contains releases made by Defendants and Plaintiff and their Corresponding Released Parties), and the Stipulation of Settlement becomes effective on the Effective Date.

3. I (we) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter or claim released pursuant to this release or any other part or portion thereof.

4. I (we) hereby warrant and represent that I (we) have included information about all of my (our) transactions in BIOLASE common stock which occurred during the Settlement Class Period as well as the number of shares of BIOLASE common stock held by me (us) at the beginning of trading on November 5, 2012, the close of trading on August 13, 2013, and the number of shares of BIOLASE common stock sold by me (us) during the period November 5, 2012 through November 12, 2013, inclusive.

**VII. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number ("TIN") and Certification

**PART I**

Name: \_\_\_\_\_

- |   |                                       |                                      |
|---|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Partnership                | <input type="checkbox"/> Trust        | <input type="checkbox"/> IRA         |
| <input type="checkbox"/> Other                      |                                       |                                      |

Enter TIN on appropriate line.

For individuals, this is your Social Security Number (“SSN”).

For sole proprietors, you must show your individual name, but you may also enter your business or “doing business as” name. You may enter either your SSN or your Employer Identification Number (“EIN”).

For other entities, it is your EIN.

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Social Security No.

or

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Employer Identification No.

**PART II**

**For Payees Exempt From Backup Withholding**

If you are exempt from backup withholding, enter your correct TIN in Part I and write “exempt” on the following line:

\_\_\_\_\_.

**PART III  
Certification**

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

The number shown on this form is my correct TIN; and

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 because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Part II above.

SEE ENCLOSED FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

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

Executed this \_\_\_\_ day \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
(Month/Year) (City) (State/County)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
Type or print your name here)

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

**ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original or copies of stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.