

EXHIBIT 1

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE REVANCE THERAPEUTICS, INC.
SECURITIES LITIGATION

C.A. No. 3:25-cv-0018-EJR

District Judge Eli J. Richardson
Mag. Judge Jeffery S. Frensley

**NOTICE OF: (I) PENDENCY OF CLASS ACTION; (II) MOTION FOR
CERTIFICATION OF CLASS AND APPROVAL OF PROPOSED SETTLEMENT AND
PLAN OF ALLOCATION; (III) SETTLEMENT FAIRNESS HEARING; AND (IV)
MOTION FOR AWARD OF ATTORNEYS' FEES AND LITIGATION EXPENSES**

A Federal Court Authorized This Notice. This Is Not a Solicitation from a Lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned class action lawsuit pending in this Court (the “Action”) if you (1) purchased or acquired shares of Revance Securities (defined below) during the period of February 29, 2024 through the close of the subject Merger on February 6, 2025, including common stock (CUSIP: 761330109; ticker “RVNC”) and the 1.75% fixed coupon Convertible Senior Unsecured Notes (CUSIP: 761330AB5), inclusive (the “Class Period”).

NOTICE OF SETTLEMENT: Please also be advised that The Arbitrage Fund, AltShares Merger Arbitrage ETF, AltShares Event-Driven ETF, iMGP Alternative Strategies Fund and Chicago Capital Management, LP (“Lead Plaintiffs”), on behalf of the Settlement Class (as defined in ¶1 below), have reached a proposed settlement of the Action with Defendants for a total of \$17 million in cash that will resolve all claims against Defendants in the Action (the “Settlement”).

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement. Your legal rights will be affected whether or not you act. Please read this Notice carefully.

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement reached in a class action lawsuit pending against the following defendants: Revance Therapeutics, Inc., Mark J. Foley and Tobin C. Schilke (“Defendants”) (collectively, with Lead Plaintiffs, the “Settling Parties”). The proposed Settlement, if approved by the Court, will apply to the following Class (the “Class” or “Settlement Class”): all Persons and entities that purchased or acquired Revance securities during the period of February 29, 2024 through the close of the subject Merger on February 6, 2025, inclusive. Excluded from the Settlement Class are the following: (i) Defendants; (ii) Crown; (iii) Persons who served as directors and officers of Revance or Crown at any time after February 28, 2024; (iv) members of any excluded Person’s immediate families; (v) the heirs, successors and assigns of any excluded Person; (vi) any Person, firm, trust, corporation or other entity affiliated with Revance, Crown or any other excluded Person, or in which any excluded Person, or group of excluded Persons collectively, beneficially owns a majority stake; (vii) Defendants’ liability insurance carriers; (viii) all Defendants’ plans that are covered by ERISA and (ix) those Persons and entities who timely and validly request exclusion from the Class pursuant to the Notice and where such exclusion is accepted by the Court (collectively, the “Excluded Persons”). Anyone with questions as to whether or not they are excluded from the Class may call the Claims Administrator toll-free at (877) 507-1390.

2. **Statement of Class’s Recovery:** Subject to Court approval, and as described more fully in ¶¶3-6 below, Lead Plaintiffs, on behalf of the Settlement Class, have agreed to settle all Released Plaintiffs’ Claims (as defined in ¶53 below) against Defendants and other Defendants’ Releasees (as defined in ¶55 below) in exchange for a settlement payment of \$17 million in cash (the “Settlement Amount”). The Net Settlement Fund (the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) other Court-approved deductions) will be distributed in accordance with a plan of allocation (the “Plan of Allocation”) that will be approved by the Court and will determine how the Net Settlement Fund shall be distributed to members of the Class. The Plan of Allocation is a basis for determining the relative positions of

Settlement Class Members for purposes of allocating the Net Settlement Fund. The proposed Plan of Allocation is included in this Notice, and may be modified by the Court without further notice.

3. **Statement of Average Distribution Per Share:** The Settlement Fund consists of the \$17 million Settlement Amount plus interest earned. Assuming all potential Settlement Class Members elect to participate, the estimated average recovery is \$0.16 per damaged common share and \$10.26 per damaged note before fees and expenses. Settlement Class Members may recover more or less than this amount depending on, among other factors: the aggregate value of the Recognized Claims (defined below) represented by valid and acceptable Claim Forms as explained in the Plan of Allocation; what type of security and when it was purchased or acquired and the price at the time of purchase or acquisition; whether the security was sold, and if so, when it was sold and for how much. In addition, the actual recovery of Settlement Class Members may be further reduced by the payment of fees and costs from the Settlement Fund, as approved by the Court.

4. **Statement of the Parties' Position on Damages:** Defendants deny all claims of wrongdoing, that they engaged in any wrongdoing, that they are liable to Lead Plaintiffs and/or the Settlement Class and that Lead Plaintiffs or other members of the Settlement Class suffered any injury. Moreover, the parties do not agree on the amount of recoverable damages if Lead Plaintiffs were to prevail on each of the claims. The issues on which the parties disagree include, but are not limited to, whether: (i) the statements made or facts allegedly omitted were material, false or misleading; (ii) Defendants are otherwise liable under the securities laws for those statements or omissions; and (iii) all or part of the damages allegedly suffered by members of the Settlement Class were caused by economic conditions or factors other than the allegedly false or misleading statements or omissions.

5. **Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund of no more than 33% of the Settlement Amount, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel will also apply to the Court for payment from the Settlement Fund for Lead Counsel's Litigation Expenses, in a total amount not to exceed \$250,000, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. If the Court approves Lead Counsel's Fee and Expense Application, the estimated average cost per damaged common share is \$0.06 and per note is \$2.99. In addition, Lead Counsel will apply for an award to Lead Plaintiffs in an amount not to exceed \$25,000 in the aggregate pursuant to 15 U.S.C. §78u-4(a)(4) in connection with their representation of the Class.

6. **Identification of Attorneys' Representatives:** Lead Plaintiffs and the Class are being represented by Entwistle & Cappucci LLP and Saxena White P.A. ("Lead Counsel"). Any questions regarding the Settlement should be directed to Andrew J. Entwistle, Esq. at Entwistle & Cappucci LLP, 500 W. 2nd Street, Suite 1900, Austin, TX 79701; or Robert N. Cappucci, Esq. at Entwistle & Cappucci LLP, 230 Park Avenue, 3rd Floor, New York, NY 10169, aentwistle@entwistle-law.com, rcappucci@entwistle-law.com; or Jonathan D. Lamet, Esq. at Saxena White P.A., 7777 Glades Road, Suite 300, Boca Raton, FL 33434, settlements@saxenawhite.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

DO NOTHING	Get no payment. Remain a Class Member. Give up your rights.
SUBMIT A PROOF OF CLAIM AND RELEASE FORM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN [____], 2026	This is the only way to be potentially eligible to receive a payment. If you wish to obtain a payment as a member of the Class, you will need to file a Proof of Claim and Release Form (the “Claim Form” or “Proof of Claim Form”), postmarked or submitted online no later than _____, 2026. See paragraph 59 below for more information regarding how to participate in the Settlement
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A REQUEST FOR EXCLUSION THAT IS RECEIVED BY _____, 2026.	Get no payment. This is the only option that potentially allows you to ever be part of any other lawsuit against Defendants or any other Released Defendants Parties about the legal claims being resolved by this Settlement. You cannot object to the proposed Settlement and cannot submit a Claim Form if you exclude yourself. See paragraph 60-62 for instructions on how to request exclusion.
OBJECT TO THE SETTLEMENT SO THAT IT IS RECEIVED NO LATER THAN [____], 2026	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class. You do not need to submit a Claim Form to object. If you submit a written objection, you may (but do not have to) attend the hearing. See paragraphs 63-71 for instructions on how to object.
GO TO THE HEARING ON [____], 2026, AT __: __.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN [____], 2026	Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and Litigation Expenses.

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WHY DID I GET THIS NOTICE

7. The purpose of this Notice is to inform you about: (i) this Action, (ii) the terms of the proposed Settlement, and (iii) your rights in connection with a hearing to be held before the United States District Court, Middle District of Tennessee (the “Court”), on _____, 2026, at _____.m., to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps to be taken by those who wish to seek to be potentially eligible to share in the distribution of the Net Settlement Fund in the event the Settlement is approved by the Court.

8. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the court selects one or more people or entities, known as class representatives, to sue on behalf of all people or entities with similar claims, commonly known as the class or the class members. In the Action, the Court has appointed Lead Plaintiffs as the representatives of the Settlement Class.

9. The Court in charge of this case is the United States District Court for the Middle District of Tennessee, and the case is known as *In re Revance Therapeutics, Inc. Securities Litigation*, Case No. 3:25-cv-0018-EJR (M.D. Tenn.). The judge presiding over this case is the Honorable Eli J. Richardson, United States District Judge. The people and entities who are suing are called Lead Plaintiffs, and those who are being sued are called Defendants. In this case, the Defendants are Revance Therapeutics, Inc., Mark J. Foley and Tobin C. Schilke.

10. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them. It also informs you of the proposed Class to be certified for settlement purposes, the terms of the proposed Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed Settlement, the proposed Plan of Allocation and related matters, and the application by Lead Counsel for attorneys’ fees and litigation expenses (the “Settlement Hearing”).

11. The Settlement Hearing will be held on _____, 2026, at _____m., before the Honorable Eli J. Richardson, at the United States District Court, Middle District of Tennessee, Fred D. Thompson U.S. Courthouse and Federal Building, Courtroom 5C, 719 Church Street, Nashville, TN 37203, for the following purposes:

- A. to determine whether the proposed Class should be certified for settlement purposes;
- B. to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation of Settlement (“Stipulation”) is fair, reasonable and adequate and should be approved by the Court;
- C. to determine whether the Judgment as provided for under the Stipulation should be entered;
- D. to determine whether the proposed Plan of Allocation for the net proceeds of the Settlement is fair and reasonable and should be approved by the Court;
- E. to determine whether the application by Lead Counsel for an award of attorneys’ fees and Litigation Expenses (including awards to Lead Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4)) should be approved; and
- F. to rule upon such other matters as the Court may deem appropriate.

12. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments to Authorized Claimants will be made after appeals, if any, are resolved, and after the completion of all claims processing. This process takes time. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

13. This is a securities class action against Defendants for alleged violations of the federal securities laws. Lead Plaintiffs allege that Defendants made material misrepresentations and omissions, with scienter, in connection with the Company’s statements regarding its relationship with Teoxane SA and the tender offer and merger transaction with Crown Laboratories, Inc. (“Crown”). Defendants deny the allegations of wrongdoing asserted in the Action and deny any liability whatsoever to any members of the Class.

14. The original securities class action complaint in the Action was filed on January 3, 2025. Plaintiffs then moved for an order appointing them as Lead Plaintiffs in the case and approving their selection of lead counsel for the Class. On March 20, 2025, the Court appointed Lead Plaintiffs to lead the Action and appointed Entwistle & Cappucci LLP and Saxena White P.A. as Lead Counsel.

15. On June 18, 2025, Lead Plaintiffs filed the Consolidated Complaint against all Defendants alleging that those Defendants violated, variously, Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Securities and Exchange Commission Rule 10b-5. On August 28, 2025, Defendants filed their motion to dismiss the Consolidated Complaint. Lead Plaintiffs filed their response in opposition to Defendants’ motion to dismiss on October 24, 2025, and Defendants’ reply in further support their motion to dismiss was filed on December 5, 2025.

16. While Defendants' motion to dismiss was pending, the Settling Parties engaged the services of the Jed D. Melnick, Esq., a nationally recognized mediator. On January 22, 2026, the Settling Parties participated in an all-day mediation session with Mr. Melnick serving as a mediator. In advance of the mediation, the Settling Parties submitted and exchanged detailed mediation statements, which addressed among other things, issues related to falsity and loss causation. Although a settlement was not reached at the mediation, the Settling Parties continued settlement discussions with Mr. Melnick and ultimately an agreement was reached on February 1, 2026 to settle the Action for a total of \$17 million.

17. Based on their investigation, prosecution and mediation of the case, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of the Settlement, as set forth in the Stipulation, are fair, reasonable, and adequate to Lead Plaintiffs and the other members of the Settlement Class, and in their best interests. Based on Lead Plaintiffs' oversight of the prosecution of this matter and with the advice of its counsel, Lead Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, the substantial financial benefit that Lead Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement and the significant risks and costs of continued litigation and trial.

18. Lead Plaintiffs sought and obtained an order granting preliminary approval of the Settlement and permitting notice to the Settlement Class, which was entered on April ____, 2026.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

19. If you are a member of the Settlement Class, you are subject to the Settlement unless you timely request to be excluded. The Settlement Class consists of:

All Persons and entities that purchased or otherwise acquired Revance securities during the period of February 29, 2024 through the close of the subject Merger on February 6, 2025, inclusive, including common stock (CUSIP: 761330109; ticker "RVNC") and 1.75% fixed coupon Convertible Senior Unsecured Notes (CUSIP 761330AB5).

Excluded from the Settlement Class are: (i) Defendants; (ii) Crown; (iii) Persons who served as directors and officers of Revance or Crown at any time after February 28, 2024; (iv) members of any excluded Person's immediate families; (v) the heirs, successors and assigns of any excluded Person; (vi) any Person, firm, trust, corporation or other entity affiliated with Revance, Crown or any other excluded Person, or in which any excluded Person, or group of excluded Persons collectively, beneficially owns a majority stake; (vii) Defendants' liability insurance carriers; and (viii) all Defendants' plans that are covered by ERISA. Also excluded from the Settlement Class are those Persons and entities who timely and validly request exclusion from the Settlement Class pursuant to the Notice and where such exclusion is accepted by the Court. *See* "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?" at paragraphs 60-62 below.

Anyone with questions as to whether or not they are excluded from the Class may call the Claims Administrator toll-free at (877) 507-1390.

RECEIPT OF THE POSTCARD NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO BE POTENTIALLY ELIGIBLE TO RECEIVE A DISTRIBUTION OF THE SETTLEMENT PROCEEDS, YOU MUST COMPLETE, SIGN, AND SUBMIT THE ENCLOSED CLAIM FORM POSTMARKED NO LATER THAN [_____] , 2026. YOU MAY ALSO SUBMIT A CLAIM FORM ONLINE AT WWW.REVANCESECURITIESSETTLEMENT.COM BY [_____] , 2026.

WHAT ARE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?

20. Lead Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. Lead Plaintiffs and Lead Counsel recognize, however, the risk of pursuing their claims against Defendants through the ongoing trial and appeals, as well as the difficulties in establishing liability and damages. Lead Plaintiffs and Lead Counsel have considered the amount of the Settlement, as well as the uncertain outcome and risk in complex lawsuits like this one. Such risks include the risk that the pending motion to dismiss or the anticipated motion(s) for summary judgment and challenges to Lead Plaintiffs' experts could be granted and, the risk that Lead Plaintiffs would be unsuccessful in proving at trial that Defendants' alleged misrepresentations were materially false and misleading, made with scienter (that is, the requisite state of mind), or caused compensable damages to the Class.

21. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit now, namely \$17 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims would produce a smaller recovery, or no recovery after trial and any appeals, possibly years in the future.

22. Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiffs in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them 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 things, the allegations that Lead Plaintiffs or the Settlement Class have suffered any damage, that Lead Plaintiffs or the Settlement Class was harmed by the conduct alleged in the Action, or that the Action is properly certifiable as a class action.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

23. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of the alleged claims at trial, neither Lead Plaintiffs nor the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, the Settlement Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW MUCH WILL MY PAYMENT BE?

24. Defendants have agreed to pay or cause to be paid Seventeen Million Dollars (\$17,000,000.00) in cash into escrow for the benefit of the Settlement Class. At this time, it is not possible to make any determination as to how much individual Settlement Class Members may receive from the Settlement. Lead Plaintiffs have proposed a plan for allocating the Net Settlement Fund to those Settlement Class Members who timely submit valid Claim Forms. The Plan of Allocation proposed by Lead Plaintiffs is set forth below, and additional information is available on the case-specific website, www.RevanceSecuritiesSettlement.com.

25. Payment pursuant to the Plan of Allocation shall be conclusive against all Authorized Claimants. No person or entity shall have any claim based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further order(s) of the Court against Lead Counsel, Lead Plaintiffs, Settlement Class Members, the Claims Administrator, Defendants and the other Defendants' Releasees (defined below), or any person or entity designated by Lead Counsel. All members of the Class who fail to timely submit an acceptable Claim Form by the deadline set by the Court, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Settlement, but will in all other respects be subject to and bound by the terms of the Settlement, including Class Members' release of all Released Plaintiffs' Claims.

26. The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the claim of any member of the Class.

27. The Plan of Allocation set forth below is the proposed plan submitted by Lead Plaintiffs and Lead Counsel for the Court's approval. The Court may approve this plan as proposed, or it may modify it without further notice to the Settlement Class.

28. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Middle District of Tennessee, with respect to his, her or its Claim Form.

29. Persons and entities that 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.

PLAN OF ALLOCATION

30. The objective of the proposed 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. 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 made 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.

31. The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that Defendants’ alleged false and misleading statements and material omissions proximately caused the price of Revance common stock and Revance notes¹ to be artificially inflated throughout the Class Period, February 29, 2024 through February 6, 2025, inclusive. In calculating the estimated artificial inflation allegedly caused by Defendants’ alleged misrepresentations and omissions, Plaintiffs’ damages expert considered price changes in Revance common stock and Revance notes (collectively, “Revance Securities”) as the truth concerning Defendants’ alleged misrepresentations and material omissions was publicly revealed, adjusting for price changes that were attributable to market or industry forces.

32. In order to have recoverable damages, the disclosure of the allegedly misrepresented information must have been the cause of the adverse change in the price of Revance Securities. In this case, Plaintiffs allege that Defendants made false statements and omitted material facts during the Class Period, which had the effect of artificially inflating the price of Revance common stock and notes. Plaintiffs further assert that corrective information was released to the market on: September 13, 2024, September 23, 2024, October 25, 2024, November 7, 2024 (after the close of trading), December 9, 2024, and February 6, 2025, which partially removed the artificial inflation from the prices of Revance common stock and notes on: September 16, 2024, September 23, 2024, October 25, 2024, November 8, 2024, December 9, 2024,² and February 6, 2025. Plaintiffs also allege that Defendants made false statements and omitted material facts that caused the price to be artificially inflated on two separate occasions during the Class Period: October 25, 2024 (after the close of trading) and November 12, 2024. As a result, the price of Revance common stock was further artificially inflated on October 28, 2024 and November 12, 2024, and the price of Revance notes was further artificially inflated on October 28, 2024.

33. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the price of Revance Securities at the time of purchase and at the time of sale, or the difference between the actual purchase price and sale price. Accordingly, in order to have a Recognized Loss Amount pursuant to the Plan of Allocation, a Settlement Class Member must have held Revance common stock or notes purchased or acquired during the Class Period over at least one of the days when corrective information was released to the market and partially removed the artificial inflation from the price of Revance common stock or notes.

34. Based on the formulas stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Revance common stock and/or note during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formulas below, that number will be zero. The sum of a Claimant’s Recognized Loss Amount from Revance common

¹ “Revance notes” refers solely to the Revance security with CUSIP 761330AB5, the 1.75% fixed coupon Convertible Senior Unsecured Notes which first traded publicly on February 14, 2020. All Revance note “per note” prices are in terms of *per* \$1,000 par value. To find the raw, nominal cash price, multiply the given price (or inflation) by 10 (1% of \$1,000).

² Note that because the price for Revance notes increases on December 9, 2024, this date is not considered a corrective event for Revance notes.

stock will be the Claimant's "Recognized Equity Claim." The sum of a Claimant's Recognized Loss Amount from Revance notes will be the Claimant's "Recognized Debt Claim."

35. The total Recognized Debt Claims of all Authorized Claimants will be paid pro rata from the "Revance Debt Claims Allocation of the Net Settlement Fund," which shall be at least 2% (\$340,000) of the Settlement Amount,³ less a proportional amount of Notice and Administration Expenses, Court awarded attorneys' fees and expenses, and Taxes. Once the Revance Debt Claims Allocation of the Net Settlement Fund is accounted for, the remainder of the Net Settlement Fund is the "Revance Equity Claims Allocation of the Net Settlement Fund."

36. The Claims Administrator shall determine each Authorized Claimant's pro rata share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Equity Claim and/or Recognized Debt Claim. Each Authorized Claimant's pro rata share shall be (i) the Authorized Claimant's Recognized Debt Claim divided by the total of all Recognized Debt Claims, multiplied by the Revance Debt Claims Allocation of the Net Settlement Fund, plus (ii) the Authorized Claimant's Recognized Equity Claim divided by the total of all Recognized Equity Claims, multiplied by the Revance Equity Claims Allocation of the Net Settlement.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

Revance Common Stock

37. For each share of Revance common stock purchased or otherwise acquired during the period from February 29, 2024 through the close of trading on February 6, 2025, and:⁴

- A. Sold before September 16, 2024, the Recognized Loss Amount will be \$0.00;
- B. Sold from September 16, 2024 through the close of trading on February 6, 2025, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A⁵ *minus* the amount of artificial inflation per share on the date of sale as stated in Table A; (ii) the amount of artificial inflation per share on the date of

³ While it is unlikely that the total Revance Debt Claims will be lower than \$340,000, should that happen, the excess amount shall become available to compensate Authorized Claimants with Recognized Equity Claims.

⁴ Any share of Revance common stock purchased or otherwise acquired during the period from February 29, 2024 through the close of trading on February 6, 2025 and not held over one of the alleged corrective disclosures listed above have a Recognized Loss Amount of \$0.00.

⁵ In Table A, artificial inflation associated with the final corrective disclosure on February 6, 2025 has been calculated to \$0.01 in order to reflect the fact that although the truth was not fully revealed, the shares were trading approximately at or below the ultimate Tender Offer price.

purchase/acquisition as stated in Table B⁶ *minus* the amount of artificial inflation per share on the date of sale as stated in Table B; or (iii) the purchase/acquisition price *minus* the sale price;

- C. Held as of the close of trading on February 6, 2025, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A; (ii) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table B; or (iii) the purchase/acquisition price *minus* \$3.65.⁷

Revanche Notes⁸

38. For each share of Revanche notes purchased or otherwise acquired during the period from February 29, 2024 through the close of trading on February 6, 2025, and:⁹

- A. Sold before September 16, 2024, the Recognized Loss Amount will be \$0.00;
- B. Sold from September 16, 2024 through the close of trading on February 6, 2025, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table C¹⁰ *minus* the amount of artificial inflation per note on the date of sale as stated in Table C; (ii) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table D¹¹ *minus* the amount of artificial

⁶ In Table B, artificial inflation associated with the final corrective disclosure on February 6, 2025 has been calculated to \$0.01 in order to reflect the fact that although the truth was not fully revealed, the shares were trading approximately at or below the ultimate Tender Offer price.

⁷ Pursuant to Section 21D(e)(1) of the Exchange Act, Recognized Loss Amounts on transactions in Revanche common stock are reduced to an appropriate extent by taking into account the closing prices of Revanche common stock during the “90-day look-back period” after the Class Period. As a result of the fact that Revanche common stock was delisted on February 6, 2025, the closing price of \$3.65 will be utilized for all transactions held as of market close on February 6, 2025.

⁸ All Revanche note “per note” prices are in terms of *per* \$1,000 par value. To find the raw, nominal cash price, multiply the given price (or inflation) by 10 (1% of \$1,000).

⁹ Any Revanche note purchased or otherwise acquired during the period from February 29, 2024 through the close of trading on February 6, 2025 and not held over one of the alleged corrective disclosures listed above have a Recognized Loss Amount of \$0.00.

¹⁰ In Table C, artificial inflation associated with the final corrective disclosure on February 6, 2025, has been calculated to \$0.01 in order to reflect the fact that although the truth was not fully revealed, the market price of the notes increased during that period.

¹¹ In Table D, artificial inflation associated with the final corrective disclosure on February 6, 2025, has been calculated to \$0.01 in order to reflect the fact that although the truth was not fully revealed, the market price of the notes increased during that period.

inflation per note on the date of sale as stated in Table D; or (iii) the purchase/acquisition price *minus* the sale price;

- C. Sold from the close of trading on February 6, 2025 through the close of trading on February 28, 2025,¹² the Recognized Loss Amount will be *the least of*: (i) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table C; (ii) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table D; (iii) the purchase/acquisition price *minus* the average closing price from February 6, 2025 through the date of sale as stated in Table E below; or (iv) the purchase/acquisition price *minus* the sale price; or
- D. Held as of the close of trading on February 28, 2025, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table C; (ii) the amount of artificial inflation per note on the date of purchase/acquisition as stated in Table D; or (iii) the purchase/acquisition price *minus* \$99.80.¹³

ADDITIONAL PROVISIONS

39. **Recognized Claim:** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts.

40. **FIFO Matching:** If a Settlement Class Member made more than one purchase/acquisition or sale of Revance Securities during the Class Period, all purchases/acquisitions and sales of the like security will be matched on a First In, First Out ("FIFO") basis. With respect to Revance common stock and notes, sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

41. **"Purchase/Sale" Prices:** For the purposes of calculations under this Plan of Allocation, "purchase/acquisition price" means the actual price paid, excluding all fees, taxes, and commissions, and "sale price" means the actual amount received, not deducting any fees, taxes, and commissions.

42. **"Purchase/Sale" Dates:** Purchases or acquisitions and sales of Revance Securities will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Revance Securities during the Class Period shall not be deemed a purchase, acquisition, or sale of such

¹² There is no additional trading data available for Revance notes after February 28, 2025 so the "90-day look-back period" average price ends on February 28, 2025.

¹³ Pursuant to Section 21D(e)(1) of the Exchange Act, Recognized Loss Amounts on transactions in Revance notes are reduced to an appropriate extent by taking into account the closing prices of Revance notes during the "90-day look-back period," from February 6, 2025 through February 28, 2025. The mean (average) closing price for Revance notes during this "90-day" look-back period was \$99.80.

Revance Securities for the calculation of a Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of Revance Securities unless (i) the donor or decedent purchased or otherwise acquired or sold such Revance Securities during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Revance Securities.

43. **Short Sales:** With respect to Revance common stock, the date of covering a "short sale" is deemed to be the date of purchase or acquisition of the Revance common stock. The date of a "short sale" is deemed to be the date of sale of the Revance common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" and the purchases covering "short sales" is zero.

44. In the event that a Claimant has an opening short position in Revance common stock, the earliest purchases or acquisitions of Revance common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

45. **Common Stock Purchased/Sold Through the Exercise of Options:** Revance common stock and Revance notes are the only securities eligible for recovery under the Plan of Allocation. Option contracts to purchase or sell Revance common stock are not securities eligible to participate in the Settlement. With respect to Revance common stock purchased or sold through the exercise of an option, the purchase/sale date of the security is the exercise date of the option and the purchase/sale price is the exercise price of the option.

46. **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, as discussed above.¹⁴

47. 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 with a minimum of 2% being allocated to Recognized Debt Claimants.

48. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

49. 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. To the extent any monies remain in the Net Settlement Fund after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator, no less than four (4) months after the initial distribution, will conduct another distribution of the funds remaining after payment of any unpaid fees and expenses

¹⁴ This provision is subject to the 2% minimum of the Settlement Amount to be allocated to Recognized Debt Claimants.

incurred in administering the Settlement, including for such distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such distribution. Additional distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional distributions after the deduction of any additional fees and expenses incurred in administering the Settlement would be cost-effective. At such time as it is determined that further distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed the American Red Cross.

50. 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' damages or consulting experts, Defendants, Defendants' Counsel, or any of the other Settling Plaintiffs' Releasees or Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further Orders of the Court. Lead Plaintiffs, Defendants, and their respective counsel, and all other Defendants' Releasees, 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.

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

TABLE A
Estimated Artificial Inflation in Revance Common Stock
from February 29, 2024 through and including February 6, 2025

Transaction Date	Artificial Inflation Per Share
February 29, 2024	\$3.24
March 1, 2024 - March 3, 2024	\$3.17
March 4, 2024	\$2.76
March 5, 2024	\$2.95
March 6, 2024	\$2.88
March 7, 2024	\$2.80
March 8, 2024 - March 10, 2024	\$2.73
March 11, 2024	\$2.84
March 12, 2024	\$2.85
March 13, 2024	\$2.73
March 14, 2024	\$2.47
March 15, 2024 - March 17, 2024	\$2.41

March 18, 2024	\$2.24
March 19, 2024	\$2.24
March 20, 2024	\$2.30
March 21, 2024	\$2.36
March 22, 2024 - March 24, 2024	\$2.21
March 25, 2024	\$2.11
March 26, 2024	\$2.13
March 27, 2024	\$2.24
March 28, 2024 - March 31, 2024	\$2.23
April 1, 2024	\$2.15
April 2, 2024	\$2.05
April 3, 2024	\$2.07
April 4, 2024 - April 7, 2024	\$2.00
April 8, 2024	\$2.02
April 9, 2024	\$2.13
April 10, 2024	\$2.00
April 11, 2024	\$2.02
April 12, 2024 - April 14, 2024	\$1.88
April 15, 2024	\$1.80
April 16, 2024	\$1.73
April 17, 2024	\$1.71
April 18, 2024	\$1.72
April 19, 2024 - April 21, 2024	\$1.72
April 22, 2024	\$1.65
April 23, 2024	\$1.66
April 24, 2024	\$1.62
April 25, 2024	\$1.49
April 26, 2024 - April 28, 2024	\$1.54
April 29, 2024	\$1.68
April 30, 2024	\$1.64
May 1, 2024	\$1.72
May 2, 2024	\$1.71
May 3, 2024 - May 5, 2024	\$1.79
May 6, 2024	\$1.86
May 7, 2024	\$1.99
May 8, 2024	\$1.94
May 9, 2024	\$1.95
May 10, 2024 - May 13, 2024	\$1.51
May 14, 2024	\$1.58

May 15, 2024	\$1.50
May 16, 2024	\$1.43
May 17, 2024 - May 19, 2024	\$1.37
May 20, 2024	\$1.43
May 21, 2024	\$1.37
May 22, 2024	\$1.33
May 23, 2024	\$1.21
May 24, 2024 - May 27, 2024	\$1.23
May 28, 2024	\$1.21
May 29, 2024	\$1.27
May 30, 2024	\$1.31
May 31, 2024 - June 2, 2024	\$1.29
June 3, 2024	\$1.37
June 4, 2024	\$1.32
June 5, 2024	\$1.38
June 6, 2024	\$1.32
June 7, 2024 - June 9, 2024	\$1.23
June 10, 2024	\$1.24
June 11, 2024	\$1.34
June 12, 2024	\$1.37
June 13, 2024	\$1.35
June 14, 2024 - June 16, 2024	\$1.28
June 17, 2024 - June 19, 2024	\$1.27
June 20, 2024	\$1.30
June 21, 2024 - June 23, 2024	\$1.21
June 24, 2024	\$1.17
June 25, 2024	\$1.07
June 26, 2024	\$1.06
June 27, 2024	\$1.17
June 28, 2024 - July 1, 2024	\$1.17
July 2, 2024	\$1.10
July 3, 2024 - July 4, 2024	\$1.22
July 5, 2024 - July 7, 2024	\$1.21
July 8, 2024	\$1.27
July 9, 2024	\$1.31
July 10, 2024	\$1.32
July 11, 2024	\$1.48
July 12, 2024 - July 14, 2024	\$1.63
July 15, 2024	\$1.73

July 16, 2024	\$1.93
July 17, 2024	\$1.80
July 18, 2024	\$1.66
July 19, 2024 - July 21, 2024	\$1.65
July 22, 2024	\$1.82
July 23, 2024	\$1.97
July 24, 2024	\$1.78
July 25, 2024	\$1.71
July 26, 2024 - July 28, 2024	\$1.78
July 29, 2024	\$1.72
July 30, 2024	\$1.68
July 31, 2024	\$1.72
August 1, 2024	\$1.53
August 2, 2024 - August 4, 2024	\$1.45
August 5, 2024	\$1.39
August 6, 2024	\$1.40
August 7, 2024	\$1.28
August 8, 2024	\$1.34
August 9, 2024 - August 11, 2024	\$1.60
August 12, 2024	\$3.00
August 13, 2024	\$2.99
August 14, 2024	\$2.99
August 15, 2024	\$2.99
August 16, 2024 - August 18, 2024	\$3.01
August 19, 2024	\$3.00
August 20, 2024 - August 21, 2024	\$3.00
August 22, 2024	\$2.99
August 23, 2024 - August 25, 2024	\$3.00
August 26, 2024 - August 28, 2024	\$2.99
August 29, 2024 - September 2, 2024	\$2.98
September 3, 2024	\$2.99
September 4, 2024	\$2.99
September 5, 2024	\$2.98
September 6, 2024 - September 9, 2024	\$2.99
September 10, 2024	\$2.98
September 11, 2024	\$2.99
September 12, 2024	\$2.98
September 13, 2024 - September 15, 2024	\$2.97
September 16, 2024	\$2.38

September 17, 2024	\$2.38
September 18, 2024	\$2.39
September 19, 2024	\$2.33
September 20, 2024 - September 22, 2024	\$2.31
September 23, 2024	\$1.82
September 24, 2024	\$1.86
September 25, 2024	\$1.80
September 26, 2024	\$1.83
September 27, 2024 - September 29, 2024	\$1.82
September 30, 2024	\$1.76
October 1, 2024	\$1.76
October 2, 2024	\$1.76
October 3, 2024	\$1.78
October 4, 2024 - October 6, 2024	\$1.77
October 7, 2024	\$1.81
October 8, 2024	\$1.77
October 9, 2024	\$1.78
October 10, 2024	\$1.78
October 11, 2024 - October 13, 2024	\$1.79
October 14, 2024	\$1.74
October 15, 2024	\$1.76
October 16, 2024	\$1.79
October 17, 2024	\$1.76
October 18, 2024 - October 20, 2024	\$1.79
October 21, 2024	\$1.79
October 22, 2024 - October 23, 2024	\$1.79
October 24, 2024	\$1.80
October 25, 2024 - October 27, 2024	\$1.19
October 28, 2024	\$2.39
October 29, 2024	\$2.39
October 30, 2024	\$2.39
October 31, 2024	\$2.39
November 1, 2024 - November 3, 2024	\$2.35
November 4, 2024	\$2.35
November 5, 2024	\$2.36
November 6, 2024	\$2.35
November 7, 2024	\$2.34
November 8, 2024 - November 10, 2024	\$0.25
November 11, 2024	\$0.23

November 12, 2024	\$0.86
November 13, 2024	\$0.89
November 14, 2024	\$0.90
November 15, 2024 - November 17, 2024	\$0.87
November 18, 2024	\$0.83
November 19, 2024	\$0.79
November 20, 2024	\$0.79
November 21, 2024	\$0.80
November 22, 2024 - November 24, 2024	\$0.78
November 25, 2024	\$0.79
November 26, 2024	\$0.84
November 27, 2024 - November 28, 2024	\$0.79
November 29, 2024 - December 1, 2024	\$0.75
December 2, 2024	\$0.78
December 3, 2024	\$0.82
December 4, 2024	\$0.87
December 5, 2024	\$0.82
December 6, 2024 - December 8, 2024	\$0.80
December 9, 2024 - February 6, 2025	\$0.01

TABLE B
Estimated Artificial Inflation Cap in Revance Common Stock
from February 29, 2024 through and including February 6, 2025

Transaction Date	Artificial Inflation Per Share
February 29, 2024 – September 15, 2024	\$2.82
September 16, 2024 – September 22, 2024	\$2.21
September 23, 2024 – October 24, 2024	\$1.68
October 25, 2024 – October 27, 2024	\$1.07
October 28, 2024 – November 7, 2024	\$2.27
November 8, 2024 – November 11, 2024	\$0.18
November 12, 2024 – December 8, 2024	\$0.80
December 9, 2024 – February 6, 2025	\$0.01

TABLE C
Estimated Artificial Inflation¹⁵ in Revance Notes
from February 29, 2024 through and including February 6, 2025

¹⁵ Revance note inflation is presented in terms of *per* \$1,000 par value. To find the raw, nominal cash price, multiply the given price by 10 (1% of \$1,000).

Transaction Date	Artificial Inflation Per Share
February 29, 2024	\$13.41
March 1, 2024 - March 3, 2024	\$13.33
March 4, 2024 - March 5, 2024	\$13.79
March 6, 2024	\$13.83
March 7, 2024 - March 11, 2024	\$13.79
March 12, 2024 - March 17, 2024	\$13.60
March 18, 2024	\$13.66
March 19, 2024 - March 20, 2024	\$13.57
March 21, 2024	\$13.65
March 22, 2024 - March 25, 2024	\$13.54
March 26, 2024	\$13.65
March 27, 2024 - March 31, 2024	\$13.14
April 1, 2024 - April 2, 2024	\$13.74
April 3, 2024	\$13.65
April 4, 2024 - April 7, 2024	\$13.51
April 8, 2024	\$12.96
April 9, 2024 - April 10, 2024	\$13.42
April 11, 2024 - April 15, 2024	\$13.47
April 16, 2024 - April 21, 2024	\$12.96
April 22, 2024 - April 29, 2024	\$12.42
April 30, 2024	\$12.49
May 1, 2024 - May 5, 2024	\$12.22
May 6, 2024 - May 9, 2024	\$12.49
May 10, 2024 - May 14, 2024	\$12.56
May 15, 2024 - May 19, 2024	\$12.17
May 20, 2024 - May 23, 2024	\$12.05
May 24, 2024 - June 2, 2024	\$12.22
June 3, 2024 - June 5, 2024	\$12.03
June 6, 2024 - June 20, 2024	\$12.04
June 21, 2024 - June 25, 2024	\$12.15
June 26, 2024 - July 4, 2024	\$11.94
July 5, 2024 - July 10, 2024	\$12.22
July 11, 2024	\$12.25
July 12, 2024 - July 16, 2024	\$12.48
July 17, 2024 - July 18, 2024	\$12.54
July 19, 2024 - July 22, 2024	\$12.42
July 23, 2024	\$12.49

July 24, 2024 - July 31, 2024	\$12.59
August 1, 2024	\$12.58
August 2, 2024 - August 7, 2024	\$11.80
August 8, 2024	\$11.58
August 9, 2024 - August 11, 2024	\$12.86
August 12, 2024	\$18.03
August 13, 2024 - August 15, 2024	\$18.07
August 16, 2024 - August 19, 2024	\$17.87
August 20, 2024 - August 25, 2024	\$18.09
August 26, 2024	\$18.14
August 27, 2024	\$18.13
August 28, 2024 - September 10, 2024	\$18.12
September 11, 2024 - September 12, 2024	\$18.09
September 13, 2024 - September 15, 2024	\$18.05
September 16, 2024 - September 18, 2024	\$17.65
September 19, 2024 - September 22, 2024	\$16.63
September 23, 2024	\$9.02
September 24, 2024 - October 2, 2024	\$9.36
October 3, 2024 - October 9, 2024	\$9.11
October 10, 2024	\$8.93
October 11, 2024 - October 20, 2024	\$9.46
October 21, 2024 - October 23, 2024	\$9.58
October 24, 2024	\$9.60
October 25, 2024 - October 27, 2024	\$7.91
October 28, 2024 - October 29, 2024	\$13.48
October 30, 2024 - November 7, 2024	\$13.63
November 8, 2024 - February 6, 2025	\$0.01

TABLE D
Estimated Artificial Inflation¹⁶ Cap in Revance Notes
from February 29, 2024 through and including February 6, 2025

Transaction Date	Artificial Inflation Per Share
February 29, 2024 – September 15, 2024	\$17.75
September 16, 2024 – September 22, 2024	\$17.35

¹⁶ Revance note inflation is presented in terms of *per* \$1,000 par value. To find the raw, nominal cash price, multiply the given price by 10 (1% of \$1,000).

September 23, 2024 – October 24, 2024	\$9.74
October 25, 2024 – October 27, 2024	\$8.05
October 28, 2024 – November 7, 2024	\$13.63
November 8, 2024 – February 6, 2025	\$0.01

TABLE E
“90-Day” Look-Back Table for Revance Notes
(Closing Price¹⁷ and Average Closing Price: February 6, 2025 – February 28, 2025)

Date	Closing Price	Average Closing Price Between February 06, 2025 and Date Shown
2/6/2025	\$99.72	\$99.72
2/7/2025	\$99.75	\$99.74
2/10/2025	\$99.76	\$99.74
2/28/2025	\$99.95	\$99.80

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

52. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that Lead Plaintiffs, and all other Settling Plaintiffs’ Releasees (as defined in ¶56 below) shall have waived, released, discharged and dismissed each and every one of the Released Plaintiffs’ Claims (as defined in ¶53 below), including Unknown Claims (as defined in ¶57 below), against each and every one of the Defendants’ Releasees (as defined in ¶55 below) and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs’ Claims against any and all of the Defendants’ Releasees, whether or not they execute and deliver the Claim Form or share in the Settlement Fund. Claims to enforce the terms of the Settlement are not released.

53. “Released Plaintiffs’ Claims” means all claims (including, but not limited to, Unknown Claims), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether individual or class in nature, whether arising under federal or state statutory or common law or any other law, rule, or regulation, whether

¹⁷ Revance note prices are in terms of *per* \$1,000 par value. To find the raw, nominal cash price, multiply the given price by 10 (1% of \$1,000).

foreign or domestic, that Lead Plaintiffs or any other member of the Settlement Class: (i) asserted in any of the complaints filed in the Action or in the actions styled *Gilmore v. Foley*, C.A. 2025-1415-NAC (Del. Ch.) and *Jones v. Foley*, C.A. 2026-0177-NAC (Del. Ch.); or (ii) could have asserted in the Action or in any other action in any other forum that (A) arise out of, are based upon, are related to any of the facts, allegations, transactions, matters, events, disclosures, non-disclosures, occurrences, representations, statements, acts or omissions, or failures to act that were involved, set forth, or referred to in any of the complaints filed in the Action, or that otherwise would have been barred by *res judicata* had the Action been fully litigated to a final judgment, or (B) relate to the purchase, acquisition, or holding of shares of Revance securities during the period of February 29, 2024 through the close of the subject Merger on February 6, 2025, inclusive (the “Class Period”), including common stock (CUSIP: 761330109; ticker “RVNC”) and the 1.75% fixed coupon Convertible Senior Unsecured Notes (CUSIP 761330AB5).

54. “Released Defendants’ Claims” means all claims (including, but not limited to, Unknown Claims), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether arising under federal or state statutory or common law or any other law, rule, or regulation, whether foreign or domestic, that arise out of or relate in any way to the institution, prosecution, assertion, resolution, or settlement of the Action. The foregoing release does not include claims relating to the enforcement of the Settlement, or any Excluded Claims.

55. “Defendants’ Releasees” means the Defendants, as well as each of Defendants’ direct and indirect subsidiaries, parents (including holding companies), affiliates (including as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, investment funds (including funds and accounts managed or advised by a Defendant or an affiliate thereof), joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, D&O Insurers (including reinsurers and co- insurers), assigns, assignees, and current and former employees, officers, and directors, members, partners, and limited partners of any other of the foregoing entities, in their capacities as such, as well as each of the Defendants’ Immediate Family members, heirs, executors, personal or legal representatives, estates, beneficiaries, successors, and assigns, as well as any trust of which any of the Defendants is the settlor or which is for the benefit of any of the Defendants and/or members of his family, and any other entity in which any of the Defendants has a controlling interest or which is related to or affiliated with any of the Defendants.

56. “Settling Plaintiffs’ Releasees” means the Lead Plaintiffs, Lead Counsel and each and every Settlement Class Member, as well as each of their current and former parents, affiliates, and subsidiaries, and their respective principals, officers, directors, employees, consultants, representatives, parents, attorneys, agents, predecessors, and partners, in their capacities as such, and the spouses, members of the Immediate Families, representatives and heirs of any Settling Plaintiffs’ Releasee who is an individual, as well as any trust of which any Settling Plaintiffs’ Releasee is the settlor or which is for the benefit of any of their immediate family members in their capacities as such, as well as the heirs, successors and assigns of any of the foregoing.

57. “Unknown Claims” means any and all Released Claims against the Releasees which the Releasors do not know or suspect to exist in his, her, their, or its favor as of the Effective Date, which if known by the Releasors or the Releasees might have affected his, her, their, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, by operation of the Judgment and Order of Dismissal, upon the Effective Date, the Releasors shall have expressly waived, and each Settlement Class Member shall be deemed to have waived and by operation of the Judgment and Order of Dismissal shall have expressly waived, the provisions, rights, and benefits of Cal. Civ. Code Section 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.

and 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, which is similar, comparable, or equivalent to Cal. Civ. Code Section 1542. The Releasors and the Releasees may hereafter discover facts other than or different from those which he, she, they, or it now knows or believes to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasors shall have expressly, fully, finally, and forever settled and released, and each Settlement Class Member upon the Effective Date shall be deemed to have and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever settled and released, any and all of their respective Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Stipulation.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

58. Lead Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Class, nor have Lead Counsel been paid for their expenses. Before final approval of the Settlement, Lead Counsel intend to apply to the Court for an award of attorneys’ fees from the Settlement Fund of no more than 33% of the Settlement Amount, plus interest. At the same time, Lead Counsel also intend to apply for payment from the Settlement Fund for counsel’s Litigation Expenses in a total amount not to exceed \$250,000, plus interest. The Court will determine the amount of the award of fees and expenses. Lead Plaintiffs may also seek awards not to exceed \$25,000 in the aggregate pursuant to 15 U.S.C. §78u-4(a)(4) in connection with their representation of the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

59. To be eligible for a payment from the proceeds of the Settlement, you must be a Settlement Class Member, and you must timely complete and return the Claim Form with adequate supporting documentation postmarked or submitted online by _____, 2026. You may go to the website maintained by the Claims Administrator for the Settlement to download a Claim Form. The website is www.RevanceSecuritiesSettlement.com. You may also request a Claim Form by calling toll-free (877) 507-1390. Those who submit a valid and timely request to exclude themselves from the Class, and those who do not submit timely and valid Claim Forms with adequate supporting documentation, will not be entitled to share in the proceeds of the Settlement unless otherwise ordered by the Court. Please retain all original records of your ownership of, or transactions in the shares, as they may be needed to document your claim.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE CLASS? HOW DO I
EXCLUDE MYSELF?**

60. To exclude yourself from the Class, you must send a letter by First-Class Mail stating that you “request exclusion from the Settlement Class in the Revance Securities Settlement.” To be valid, your letter must include the number of shares of Revance Securities purchased/acquired and sold during the Settlement Class Period and the dates and prices of each purchase/acquisition and sale, and the number of securities held at the beginning of the Settlement Class Period. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request so that it is received no later than _____, 2026 to:

Revance Securities Settlement
c/o A.B. Data, Ltd.
Claims Administrator
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

61. A request for exclusion shall not be effective unless it provides all the information called for in this Notice and is received within the time stated above, or is otherwise accepted by the Court. If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. If you exclude yourself, you may not send in a Claim Form to ask for any money. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Released Defendants Parties about the Released Claims in the future.

62. Unless you exclude yourself, you give up any rights you may potentially have to sue the Defendants and the other Released Defendants Parties for any and all Released Claims. If you have a pending lawsuit against the Released Defendants Parties, speak to your lawyer in that

case immediately. You must exclude yourself from the Class in this Action to continue your own lawsuit. Remember, the exclusion deadline is _____, 2026.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?**

63. If you do not wish to object in person to the certification of the proposed Settlement Class, the proposed Settlement, the proposed Plan of Allocation, and/or the application for attorneys' fees and Litigation Expenses, you do not need to attend the Settlement Hearing. You can object to or participate in the Settlement without attending the Settlement Hearing.

64. The Settlement Hearing will be held on _____, 2026, at _____ .m., before the Honorable Eli J. Richardson, at the United States District Court, Middle District of Tennessee, Fred D. Thompson U.S. Courthouse and Federal Building, Courtroom 5C, 719 Church Street, Nashville, TN 37203. The Court reserves the right to approve the Settlement or the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Class.

65. Any Settlement Class Member who did not request exclusion such that it was received no later than _____, 2026, may object to the proposed Class, Settlement, the Plan of Allocation, Lead Counsel's request for an award of attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

66. Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. To object to any aspect of the Settlement, you must send a signed letter saying that you wish to object to the proposed settlement in *In re Revance Therapeutics, Inc. Securities Litigation*. Include your name, address, email address, telephone number and your signature (even if you are represented by counsel), identify the date(s), price(s), and number and type of securities purchased, acquired, held, or sold of Revance Securities during the Settlement Class Period, and state with specificity your comments or the reasons why you object to the Settlement, Plan of Allocation, fee and expense application and/or any other matter related to the Settlement, including any legal and evidentiary support for such objection.

67. The objection must also include a statement of whether the objector intends to appear at the Settlement Hearing. The objection must state whether it applies only to the objector, to a specific subset of the proposed Settlement Class, or to the entire proposed Settlement Class. In addition, the objector must identify all class action settlements to which the objector and his, her or its counsel have previously objected. Documentation establishing membership in the proposed Settlement Class must consist of copies of brokerage confirmation slips or monthly

brokerage account statements, or an authorized statement from the objector’s broker containing the transactional and holding information found in a broker confirmation slip or account statement. Objectors who desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

68. Your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is *received* no later than _____, 2026:

COURT	LEAD COUNSEL	DEFENDANTS’ COUNSEL
CLERK OF THE COURT UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE Fred D. Thompson U.S. Courthouse and Federal Building, Courtroom 5C, 719 Church Street, Nashville, TN 37203	Andrew J. Entwistle, Esq. ENTWISTLE & CAPPUCCI LLP 500 West 2nd Street, Suite 1900 Austin, TX 78701 Robert N. Cappucci, Esq. ENTWISTLE & CAPPUCCI LLP 230 Park Avenue, 3rd Floor New York, NY 10169 Steven B. Singer, Esq. SAXENA WHITE P.A. 10 Bank Street Suite 882 White Plains, NY 10606	Jordan D. Peterson, P.C. KIRKLAND & ELLIS LLP 601 Lexington Avenue New York, NY 10022 Jeness E. Parker, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP One Rodney Square 920 N. King St. Wilmington, Delaware 19801

69. You may not object to the Settlement or any aspect of it, if you excluded yourself from the Settlement Class.

70. You may file a written objection without having to appear at the Settlement Hearing. You may not appear at the Settlement Hearing to present your objection, however, unless you have first filed a written objection in accordance with the procedures described above, unless the Court orders otherwise.

71. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, however, he or she must file a notice of appearance with the Court so that the notice is received on or before ____, 2026.

72. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class, other than a posting of the adjournment on the Settlement website, www.RevanceSecuritiesSettlement.com. If you plan to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement Class, proposed Settlement, the proposed Plan of Allocation, Lead Counsel's request for an award of attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

73. Nominees who purchased, acquired, or held Revance Securities for beneficial owners who are Settlement Class Members are directed to: (i) request within seven (7) calendar days of receipt of the Postcard Notice sufficient copies of the Postcard Notice from the Claims Administrator to forward to all such beneficial owners; or (ii) send a list of the names and addresses (including email addresses if available) of such beneficial owners to the Claims Administrator within seven (7) calendar days after receipt of the Postcard Notice. If a nominee elects to send the Postcard Notice to beneficial owners, such nominee is directed to email or mail (where an email is unavailable) the Postcard Notice within seven (7) calendar days of receipt of those documents from the Claims Administrator, and upon such emailing or mailing, the nominee shall send a statement to the Claims Administrator confirming that the emailing or mailing was made as directed, and the nominee shall retain the list of names and addresses for use in connection with any possible future notice to the Class. Upon full compliance with these instructions, including the timely emailing or mailing of the Postcard Notice to beneficial owners, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these instructions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought and reflecting compliance with these instructions, including timely emailing or mailing of the Postcard Notice, if the nominee elected or elects to do so. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement of reasonable expenses actually incurred up to a maximum of \$0.03 per name and address provided to the Claims Administrator and up to \$0.03 per Postcard Notice actually mailed or emailed, plus any postage at the rate used by the Claims Administrator, upon request and submission of appropriate documentation to the Claims Administrator. Such properly documented expenses incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund. Copies of this Notice may also be obtained by calling toll-free (877) 507-1390, and may be downloaded from the Settlement website, www.RevanceSecuritiesSettlement.com.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

74. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the matters involved in the Action is available at www.RevanceSecuritiesSettlement.com, including, among other documents, copies of the Stipulation and Claim Form. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Stipulation and Agreement of Settlement

available at www.RevanceSecuritiesSettlement.com, or by contacting Lead Counsel below. You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.tnmd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Middle District of Tennessee, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. All inquiries concerning this Notice or the Claim Form should be directed to:

Revance Securities Settlement
c/o A.B. Data Ltd.
P.O. Box 173120
Milwaukee, WI 53217

-or-

Andrew J. Entwistle, Esq.
ENTWISTLE & CAPPUCCI LLP
500 West 2nd Street, Suite 1900
Austin, TX 78701

Robert N. Cappucci, Esq.
ENTWISTLE & CAPPUCCI LLP
230 Park Avenue, 3rd Floor
New York, NY 10169
aentwistle@entwistle-law.com
rcappucci@entwistle-law.com

-or-

Jonathan D. Lamet, Esq.
SAXENA WHITE P.A.
7777 Glades Road, Suite 300
Boca Raton, FL 33434
settlements@saxenawhite.com

**DO NOT CALL OR WRITE THE COURT, DEFENDANTS, DEFENDANTS'
COUNSEL, OR THE OFFICE OF THE CLERK OF COURT
REGARDING THIS NOTICE.**

Dated: _____

By Order of the Court
United States District Court
Middle District of Tennessee