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 AMENDED [PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

Lead Plaintiffs The Arbitrage Fund, AltShares Merger Arbitrage ETF, AltShares Event-Driven ETF, iMGP Alternative Strategies Fund and Chicago Capital Management, LP, in consultation with Defendants Revance Therapeutics, Inc., Mark J. Foley and Tobin C. Schilke, respectfully submit the Amended [Proposed] Final Judgment and Order of Dismissal with Prejudice attached hereto as **Exhibit A**, in the above-captioned action. Lead Plaintiffs respectfully request that the attached **Exhibit A** replace the earlier final judgment and order (ECF No. 62-1), filed with the Court on March 20, 2026. **Exhibit B**, a redlined copy of the foregoing is attached for the Court.

Dated: July 13, 2026

Respectfully submitted,

STRANCH, JENNINGS & GARVEY PLLC

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Counsel for Lead Plaintiffs and the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that on July 13, 2026, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send a Notice of Electronic Filing to all counsel of record.

Respectfully submitted,

By: *<u>/s/ J. Gerard Stranch, IV</u>*
J. Gerard Stranch, IV

<u>Exhibit A</u>

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

AMENDED [PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter came before the Court for hearing pursuant to the Order of this Court, dated ____________, 2026, on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation of Settlement dated March 20, 2026 (the "Stipulation").[1] Due and adequate notice having been given to the Settlement Class as required in the Order, the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise stated herein.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Settlement Class consists of: All persons and entities, other than the Excluded Persons listed below, 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.

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

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[1] "Settling Parties" means The Arbitrage Fund, AltShares Merger Arbitrage ETF, AltShares Event-Driven ETF, iMGP Alternative Strategies Fund and Chicago Capital Management, LP (collectively, "Lead Plaintiffs") and Defendants Revance Therapeutics, Inc., Mark J. Foley and Tobin C. Schilke.

excluded Persons collectively, beneficially owns a majority stake; (vii) Defendants' liability insurance carriers; and (viii) all Defendants' plans that are covered by ERISA (collectively, the "Excluded Persons").

Also excluded from the Settlement Class is any Person who timely and validly sought exclusion from the Settlement Class, as identified in Exhibit A hereto.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that:

(a) in light of the benefits to the Settlement Class and the complexity and expense of further litigation, the Settlement is, in all respects, fair, reasonable, and adequate.

(b) there was no collusion in connection with the Stipulation.

(c) Lead Plaintiffs and Lead Counsel have adequately represented the Settlement Class.

(d) The Stipulation was the product of informed, arm's-length negotiations among competent, able counsel.

(e) the relief provided for the Settlement Class is adequate, having taken into account: (i) the costs, risks, and delay of the ongoing trial and likely subsequent appeals; (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member's claims; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Federal Rule of Civil Procedure 23(e)(3);

(f) the proposed Plan of Allocation treats Settlement Class Members equitably relative to each other; and

(g) The record is sufficiently developed and complete to have enabled Lead Plaintiffs and Defendants to have adequately evaluated and considered their positions.

5. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those Persons who have validly and timely requested exclusion from the Settlement Class (identified in Exhibit A hereto), the Action and all claims contained therein are dismissed with prejudice as to the Lead Plaintiffs, and the other Settlement Class Members and as against each and all of the Released Defendants Parties. The Settling Parties are to bear their own costs except as otherwise provided in the Stipulation.

6. No Person shall have any claim against the Lead Plaintiffs, Lead Counsel, or the Claims Administrator, or any other Person designated by Lead Counsel based on determinations or distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further order(s) of the Court.

Upon the Effective Date, Lead Plaintiffs, and each of the Settlement Class Members (who have not validly opted out of the Settlement Class), on behalf of themselves, and each of their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, and any other Person or entity legally entitled to bring Released Plaintiffs' Claims on behalf of a Settlement Class Member, in that capacity, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims) against Defendants and Defendants' Releasees with prejudice on the merits, and shall forever be barred and enjoined from prosecuting any and all Released Plaintiffs' claims against the Defendant and Defendants' Releasees.

Notwithstanding the foregoing, Released Plaintiffs' Claims shall not include, and nothing in this Final Judgment and Order of Dismissal shall be construed as releasing, any Settlement Class Member's right (if any) to receive a distribution pursuant to the Stipulation and Agreement of

Settlement, Compromise, and Release (the "Delaware Stipulation") 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.), and nothing in this Final Judgment and Order of Dismissal shall be construed as releasing any Settlement Class Member's claims in those actions or right to recover in the settlement of those actions, provided, however, that if the Delaware Stipulation is not approved by the court in those actions, this sentence shall have no force or effect. Claims to enforce the terms of the Stipulation are not released.

7. Upon the Effective Date, Defendants' Releasees shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever waived, released, discharged, and dismissed the Released Plaintiffs Parties from all Released Defendants' Claims (including, without limitation, Unknown Claims). Claims to enforce the terms of the Stipulation are not released.

8. Upon the Effective Date, the Lead Plaintiffs, all Settlement Class Members (that have not opted out of the Settlement Class), on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement against any Defendants and Defendants' Releasees, in any local, state, or federal court, in the court of any foreign jurisdiction, or in any arbitral forum (whether foreign or domestic, and regardless of the procedural rules or substantive law applied by the arbitral forum), of any and all Released Plaintiffs' Claims.

9. The distribution of the Postcard Notice, posting of the Notice and Proof of Claim Form, and publication of the Summary Notice as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances, including individual notice to Settlement Class Members who could be identified through reasonable effort. The notice provided was the best notice practicable under the circumstances of those proceedings and of the matters set

forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, due process and any other applicable law, including the Private Securities Litigation Reform Act of 1995. No Settlement Class Member is relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, were fully discharged and that the statutory waiting period has elapsed. Thus, it is hereby determined that all members of the Settlement Class are bound by this Judgment, except those people listed on Exhibit A to this Judgment.

10. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorney's fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment. Any order or proceeding relating to the Plan of Allocation or any order entered regarding any attorneys' fee and expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not affect or delay the finality of the Final Judgment in this Action.

11. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Plaintiffs' Claim or of any wrongdoing or liability of the Defendants' Releasees; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants' Releasees; or (iii) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Lead Plaintiffs were not valid or that the amount

recoverable was not greater than the Settlement Amount in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Defendants' Releasees may file the Stipulation and/or this Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (ii) disposition of the Settlement Fund; (iii) hearing and determining applications for attorneys' fees and expenses in the Action; and (iv) all parties hereto for the purpose of construing, enforcing, and administering the Settlement.

13. The Court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the respective Defendants or their insurers who funded it, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated; and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

15. The Settling Parties shall bear their own costs and expenses except as otherwise provided in the Stipulation or in this Judgment.

16. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

17. The Court directs immediate entry of this Judgment by the Clerk of the Court.

18. The Court's orders entered during this Action relating to the confidentiality of information shall survive this Settlement.

IT IS SO ORDERED.

DATED: __________________

____
THE HONORABLE ELI J. RICHARDSON
UNITED STATES DISTRICT JUDGE

Exhibit B

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

AMENDED [PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter came before the Court for hearing pursuant to the Order of this Court, dated ____________, 2026, on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation of Settlement dated March 20, 2026 (the "Stipulation").[1] Due and adequate notice having been given to the Settlement Class as required in the Order, the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise stated herein.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Settlement Class consists of: All persons and entities, other than the Excluded Persons listed below, 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.

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

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excluded Persons collectively, beneficially owns a majority stake; (vii) Defendants' liability insurance carriers; and (viii) all Defendants' plans that are covered by ERISA (collectively, the "Excluded Persons").

Also excluded from the Settlement Class is any Person who timely and validly sought exclusion from the Settlement Class, as identified in Exhibit A hereto.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that:

(a) in light of the benefits to the Settlement Class and the complexity and expense of further litigation, the Settlement is, in all respects, fair, reasonable, and adequate;

(b) there was no collusion in connection with the Stipulation;

(c) Lead Plaintiffs and Lead Counsel have adequately represented the Settlement Class;

(d) the Stipulation were the product of informed, arm's-length negotiations among competent, able counsel;

(e) the relief provided for the Settlement Class is adequate, having taken into account: (i) the costs, risks, and delay of the ongoing trial and likely subsequent appeals; (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member's claims; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Federal Rule of Civil Procedure 23(e)(3);

(f) the proposed Plan of Allocation treats Settlement Class Members equitably relative to each other; and

(g) the record is sufficiently developed and complete to have enabled Lead Plaintiffs and Defendants to have adequately evaluated and considered their positions.

5. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those Persons who have validly and timely requested exclusion from the Settlement Class (identified in Exhibit A hereto), the Action and all claims contained therein are dismissed with prejudice as to the Lead Plaintiffs, and the other Settlement Class Members and as against each and all of the Released Defendants Parties. The Settling Parties are to bear their own costs except as otherwise provided in the Stipulation.

6. No Person shall have any claim against the Lead Plaintiffs, Lead Counsel, or the Claims Administrator, or any other Person designated by Lead Counsel based on determinations or distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further order(s) of the Court.

~~7.~~ Upon the Effective Date, Lead Plaintiffs, and each of the Settlement Class Members (who have not validly opted out of the Settlement Class), on behalf of themselves, and each of their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, and any other Person or entity legally entitled to bring Released Plaintiffs' Claims on behalf of a Settlement Class Member, in that capacity, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Plaintiffs' Claims (including, without limitation, Unknown Claims) against Defendants and Defendants' Releasees with prejudice on the merits, and shall forever be barred and enjoined from prosecuting any and all Released Plaintiffs' claims against the Defendant and Defendants' Releasees.

Notwithstanding the foregoing, Released Plaintiffs' Claims shall not include, and nothing in this Final Judgment and Order of Dismissal shall be construed as releasing, any Settlement Class Member's right (if any) to receive a distribution pursuant to the

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~~8.~~7. Upon the Effective Date, Defendants' Releasees shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever waived, released, discharged, and dismissed the Released Plaintiffs Parties from all Released Defendants' Claims (including, without limitation, Unknown Claims). Claims to enforce the terms of the Stipulation are not released.

~~9.~~8. Upon the Effective Date, the Lead Plaintiffs, all Settlement Class Members (that have not opted out of the Settlement Class), on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement against any Defendants and Defendants' Releasees, in any local, state, or federal court, in the court of any foreign jurisdiction, or in any arbitral forum (whether foreign or domestic, and regardless of the procedural rules or substantive law applied by the arbitral forum), of any and all Released Plaintiffs' Claims.

~~10.~~9. The distribution of the Postcard Notice, posting of the Notice and Proof of Claim Form, and publication of the Summary Notice as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances, including individual notice to Settlement Class Members who could be identified through reasonable effort. The notice provided was the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, due process and any other applicable law, including the Private Securities Litigation Reform Act of 1995. No Settlement Class Member is relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, were fully discharged and that the statutory waiting period has elapsed. Thus, it is hereby determined that all members of the Settlement Class are bound by this Judgment, except those persons listed on Exhibit A to this Judgment.

~~11.~~10. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment. Any order or proceeding relating to the Plan of Allocation or any order entered regarding any attorneys' fee and expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not affect or delay the finality of the Final Judgment in this Action.

~~12.~~11. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Plaintiffs' Claim or of any wrongdoing or liability of the Defendants' Releasees; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants' Releasees; or (iii) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Lead Plaintiffs were not valid or that the amount recoverable was not greater than the Settlement Amount in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Defendants' Releasees may file the Stipulation and/or this Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

~~13.~~12. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (ii) disposition of the Settlement Fund; (iii) hearing and determining applications for attorneys' fees and expenses in the Action; and (iv) all parties hereto for the purpose of construing, enforcing, and administering the Settlement.

~~14.~~13. The Court finds that during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

~~15.~~14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the respective Defendants or their insurers who funded it, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated; and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

~~16.~~15. The Settling Parties shall bear their own costs and expenses except as otherwise provided in the Stipulation or in this Judgment.

~~17.~~16. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

~~18.~~17. The Court directs immediate entry of this Judgment by the Clerk of the Court.

~~19.~~18. The Court's orders entered during this Action relating to the confidentiality of information shall survive this Settlement.

IT IS SO ORDERED.

DATED: ________________

____
THE HONORABLE ELI J. RICHARDSON
UNITED STATES DISTRICT JUDGE