



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DENA A. GILMORE, On Behalf of
Herself and All Others Similarly
Situating,

Plaintiff,

v.

MARK J. FOLEY,

Defendant.

C.A. No. 2025-1415-NAC

SEANE JONES, on behalf of himself
and similarly situated stockholders,

Plaintiff,

v.

MARK J. FOLEY,

Defendant.

C.A. No. 2026-0177-NAC

**STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE, AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise, and Release, dated August 7, 2026 (the “**Stipulation**”), is entered into by and among: (i) Dena A. Gilmore and Seane Jones (together, “**Plaintiffs**”), on behalf of themselves and all others similarly situated (as defined in paragraph 1(f) below, the “**Class**”) and (ii) defendant Mark Foley (“**Defendant**”) (together with Plaintiffs, the “**Parties**” to this

Stipulation).¹ Upon the terms and subject to the conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Delaware Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the Claims asserted against Defendant in the above-captioned stockholder class actions.

WHEREAS:

A. On January 3, 2025 and January 8, 2025, Plaintiffs served books and records demands pursuant to 8 *Del. C.* § 220 (the “**220 Demands**”). In response to the 220 Demands, Revance Therapeutics, Inc. (“Revance”) produced documents.

B. On December 5, 2025, Gilmore filed a complaint in this Court styled *Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415 (the “**Gilmore Action**”) alleging that Foley breached certain fiduciary duties owed to holders of Revance common stock in connection with the merger of Revance with Crown Laboratories, Inc. (“**Crown**”), with Revance as the surviving entity, that closed on or about February 6, 2025 (the “**Merger**”).

C. On February 9, 2026, Jones filed a complaint in this Court styled *Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177 (the “**Jones Action**”, and together with

¹ All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in paragraph 1 below.

the Gilmore Action, the “**Actions**”) alleging that Foley breached certain fiduciary duties owed to holders of Revance common stock in connection with the Merger.

D. On April 3, 2026, Plaintiff in the Gilmore Action propounded discovery to Defendant and third parties.

E. On April 13, 2026, Defendant filed a motion with the Court, moving for an order to dismiss, with prejudice, the Gilmore Action.

F. On May 6, 2026, Defendant filed a motion with the Court, moving for an order to dismiss, with prejudice, the Jones Action.

G. Thereafter, throughout late May and early June, 2026, counsel for the Parties engaged in settlement discussions, culminating in an agreement in principle to settle the Actions on June 5, 2026.

NOW, THEREFORE, it is **STIPULATED AND AGREED**, by and among Plaintiffs (individually and on behalf of the Class) and Defendant that, subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Plaintiffs and the Class, the sufficiency of which is acknowledged, the claims asserted in the Actions on behalf of Plaintiffs and the Class against Defendant shall be finally and fully settled, compromised, and dismissed with prejudice, the Released Plaintiffs’ Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Defendant, and the Released Defendant’s Claims

shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Plaintiffs' Persons, in the manner set forth herein.

I. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and any Exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) **“Authorized Claimant”** means any Claimant whose claim for recovery has been allowed pursuant to the terms of the Plan of Allocation ultimately approved by the Court.

(b) **“Claim Form”** or **“Proof of Claim”** or **“Proof of Claim and Release”** means the document, substantially in the form attached hereto as Exhibit A-2.

(c) **“Claimant”** means a person or entity who or which submits a Claim Form to the Settlement Administrator.

(d) **“Claims”** means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, counterclaims, defenses, set-offs, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, disgorgement, reimbursement, attorneys' fees or expenses, expert or consulting fees or expenses, actions, potential actions, causes of action, suits, agreements,

judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, asserted or unasserted, discovered or undiscovered, apparent or not apparent, foreseen or unforeseen, vested or unvested, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether known or unknown, whether individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, civil, administrative, or other law or rule.

(e) “**Class**” means all former holders, whether beneficial or of record (including as necessary for relief the legal representatives, heirs, successors-in-interest, transferees, and assignees of such holders), and solely in their capacities as such, of Revance common stock, as of the February 6, 2025 closing of the Merger who (i) received \$3.65 per share in cash in exchange for their shares of Revance common stock (“Merger Consideration”) and (ii) acquired their shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, but who are not eligible to receive compensation as to some or all of those shares pursuant to the Securities Action Settlement. Excluded from the Class are (i) Defendant; (ii) Crown; (iii) any person who is, or was at the closing of the Merger, an officer or director of Revance or Crown; (iv) the immediate family members of any of the foregoing; (v) any trusts, estates, entities, or accounts that held Revance

common stock for the benefit of any of the foregoing; (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the persons or entities identified in clauses (i) through (v); and (vii) the holders of any shares of Revance common stock purchased or otherwise acquired during the period from February 29, 2024 through the close of the Transaction on February 6, 2025 that are eligible to receive compensation pursuant to the Securities Action Settlement, but only as to the shares that are eligible to receive compensation pursuant to the Securities Action Settlement, and any claims arising from the purchase, acquisition, or holding of such shares that are included in, released by, or otherwise subject to the Securities Action Settlement.

(f) **“Class Member”** means a member of the Class.

(g) **“Court”** means the Court of Chancery for the State of Delaware.

(h) **“Defendant’s Counsel”** means Skadden Arps, Slate, Meagher & Flom LLP.

(i) **“Effective Date”** means the first date by which all of the events and conditions specified in Paragraph 40 of this Stipulation have been met and have occurred.

(j) **“Escrow Account”** means the bank account that will be maintained by the Escrow Agent and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

(k) “**Escrow Agent**” means the agent or agents who shall be chosen by Plaintiffs’ Counsel to administer the Escrow Account.

(l) “**Final**” when referring to the Judgment or any other Court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys’ fees and expenses; or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

(m) “**Judgment**” means the Order and Final Judgment, substantially in the form attached hereto as **Exhibit []**, to be entered by the Court approving the Settlement.

(n) “**Litigation Expenses**” means the costs and expenses incurred by Plaintiffs’ Counsel in connection with commencing, prosecuting, and settling the Actions, for which Plaintiffs’ Counsel intend to apply to the Court for payment from the Settlement Fund.

(o) “**Net Settlement Fund**” means the Settlement Fund, less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Court-awarded Fee and Expense Award to Plaintiffs’ Counsel to be paid from the Settlement Fund; and (iv) any other costs or fees approved by the Court.

(p) “**Notice**” means the Notice of Pendency and Proposed Settlement of Stockholder Class Actions, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit []**.

(q) “**Notice and Administration Costs**” means the costs, fees, and expenses that are incurred by the Settlement Administrator, Escrow Agent, and/or Plaintiffs’ Counsel in connection with: (i) providing Notice to the Class; and (ii) administering the Settlement, including the costs, fees, and expenses incurred in connection with the Escrow Account.

(r) **“Plaintiffs’ Counsel”** means lead counsel Monteverde & Associates PC and Kahn Swick & Foti, LLC, along with additional counsel Cooch & Taylor, P.A.

(s) **“Plan of Allocation”** means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(t) **“Released Claims”** means, collectively, the Released Plaintiffs’ Claims and the Released Defendant’s Claims.

(u) **“Released Defendant’s Claims”** means any and all Claims, including Unknown Claims, against Released Plaintiffs’ Persons that arise out of or relate to the institution, prosecution, or settlement of the Claims asserted in the Actions, excluding Claims relating to the enforcement of the Settlement.

(v) **“Released Defendant’s Persons”** means Defendant, Crown, Revance, and their attorneys, and their respective current and former, direct or indirect parents, subsidiaries, affiliates, controlling persons, stockholders, employees, officers, directors, agents, fiduciaries, predecessors, successors, trusts, trustees, trust beneficiaries, investment funds, investment accounts, investment vehicles, family members, spouses, heirs, executors, estates, administrators, assigns, beneficiaries, distributees, foundations, joint ventures, general or limited partners, members, managers, managing members, attorneys, insurers, reinsurers, underwriting and claims manager (in their capacities as such with respect to the

policies applicable to the Actions only), advisors (including, without limitation, financial and investment advisors), consultants, other affiliated persons, and representatives, and with respect to each of the foregoing, their respective former or current, direct or indirect parents, subsidiaries, affiliates, controlling Persons, stockholders, employees, officers, directors, agents, fiduciaries, predecessors, successors, trusts, trustees, trust beneficiaries, family members, spouses, heirs, executors, estates, administrators, assigns, beneficiaries, distributees, foundations, joint ventures, general or limited partners, members, managers, managing members, attorneys, advisors, consultants, other affiliated persons, and representatives.

(w) “**Released Persons**” means, collectively, the Released Plaintiffs’ Persons and the Released Defendant’s Persons.

(x) “**Released Plaintiffs’ Claims**” means, to the fullest extent permitted by Delaware law, any and all Claims, including Unknown Claims, against Released Defendant’s Persons that (i) were alleged, asserted, set forth, or claimed in the Actions; or (ii) could have been alleged, asserted, set forth, or claimed in the Actions or in any other forum by Plaintiffs or any other member of the Class individually or on behalf of the Class, and that are based upon, arise out of, relate to, or involve, directly or indirectly, the actions, inactions, deliberations, discussions, decisions, votes, or any other conduct of any kind by any of the Released Defendant’s Persons relating to any agreement, transaction, occurrence, conduct, or

fact that was at issue in the Actions, including, but not limited to, claims related to the Merger, any filings made with the SEC in connection with the Merger, any other disclosure relating to or concerning the Merger, or the involvement of any of the Released Defendant's Persons with respect to any of the foregoing; provided, however, that the Released Plaintiffs' Claims shall not include any claims to enforce this Stipulation.

(y) **“Released Plaintiffs’ Persons”** means Plaintiffs, their attorneys, and the other Class Members, and their past or present families, parents, subsidiaries, affiliates, assigns, assignees, predecessors, or successors, as well as any and all of their current or former officers, directors, managing directors, executives, employees, trusts, trustees, associates, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, members of their immediate families, agents or other persons acting on their behalf, underwriters, insurers, reinsurers, attorneys, advisors, consultants, bankers, financial advisors, publicists, auditors, accountants, successors, assigns, creditors, administrators, heirs or estates.

(z) **“Releases”** means the releases set forth in paragraphs 3-4 of this Stipulation.

(aa) “**Scheduling Order**” means the Order, substantially in the form attached hereto as **Exhibit []**, directing dissemination of the Notice of the Settlement and scheduling Settlement-related events.

(bb) “**Securities Action**” means the consolidated securities class action styled *In re Revance Therapeutics, Inc. Securities Litigation*, Case No. 3:25-cv-0018-EJR (M.D. Tenn.), and includes all actions consolidated therein.

(cc) “**Securities Class**” means the class provisionally certified for settlement purposes only in the Securities Action.

(dd) “**Securities Action Settlement**” means the settlement between Revance, Foley, and Tobin Schilke, on one hand, and the plaintiffs in the Securities Action and the Securities Class, on the other hand, resolving the Securities Action.

(ee) “**Settlement**” means the resolution of the Actions in accordance with the terms and provisions of this Stipulation.

(ff) “**Settlement Administrator**” means the settlement administrator selected by Plaintiffs to provide Notice to the Class and administer the Settlement.

(gg) “**Settlement Amount**” means the principal amount of two million four hundred thousand U.S. dollars and no cents (\$2,400,000.00) in cash.

(hh) “**Settlement Fund**” means the Settlement Amount, together with all interest and income earned thereon.

(ii) “**Settlement Hearing**” means the hearing to be set by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

(jj) “**Summary Notice**” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Actions, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit []**, to be published as set forth in the Scheduling Order.

(kk) “**Taxes**” means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Plaintiffs’ Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(ll) “**Unknown Claims**” means any Claims that Plaintiffs or any other Class Member or Defendant do not know or suspect to exist in his, her, or its favor at the time of the Release of the Released Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendant shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all

provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Parties acknowledge that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs' Claims and the Released Defendant's Claims, but that it is the intention of Plaintiffs and Defendant to completely, fully, finally, and forever extinguish any and all Released Plaintiffs' Claims and Released Defendant's Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendant acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

II. RELEASE OF CLAIMS

2. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Actions; and (ii) the Releases provided for under this Stipulation.

3. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Class Members shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Plaintiffs' Claims against Defendant and the other Released Defendant's Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Plaintiffs' Claims against any of the Released Defendant's Persons.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendant shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Defendant's Claims against Plaintiffs and the other Released Plaintiffs' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Defendant's Claims against any of the Released Plaintiffs' Persons.

5. Notwithstanding paragraphs 3-4 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

6. Defendant further agrees that, notwithstanding the Securities Action Settlement and the release of claims in the Securities Action Settlement by the Securities Class, any eligible Class Member in these Actions may still and is entitled to recover in these Actions, even if they were included in the Securities Class and/or their claims were released in the Securities Action Settlement, and nothing in the Securities Action Settlement shall be construed as releasing the class action claims asserted and pending settlement in the Actions or as releasing any Securities Class member's claims in the Actions or their right to recover in this Settlement.

7. Nothing in this Stipulation, the Judgment, or the Settlement shall affect Defendant's entitlement to advancement or indemnification incurred in connection with the Action, the Settlement, and/or any claim that any Defendant may have against any of his, her, its, or the Company's insurers or indemnitors.

III. SETTLEMENT CONSIDERATION

8. Crown and Revance, on behalf of Defendant, shall cause the \$2,400,000.00 Settlement Amount to be deposited into the Escrow Account as follows: (i) an initial payment of \$400,000.00 within ten calendar days after the later of (a) execution of this Stipulation, or (b) Defendant's receipt of the information and

instructions required to effectuate payment and oral verification of same; and (ii) the remaining \$2,000,000.00 at least thirty (30) business days before the later of (a) the Settlement Hearing, or (b) Defendant's receipt of the information and instructions required to effectuate payment and oral verification of same. Information required to effectuate payment includes an executed current year IRS Form W-9 for the Escrow Account, wire and ACH instructions, a contact with a telephone number who can orally verify the payment instructions, and any reasonable other payee information required to complete payment by wire or check. For the avoidance of doubt, the Settlement Amount is the entire amount, inclusive of all fees and costs, to be paid by Defendant and Revance's insurers, and in no event will Defendant or Revance be required to make any additional payment.

9. Payment of the Settlement Amount made by wire transfer shall be made into the Escrow Account pursuant to wire instructions to be provided in writing by Plaintiffs' Counsel and/or the Escrow Agent. Plaintiffs' Counsel and/or the Escrow Agent will provide contact information of an agent to confirm wire instructions verbally. Payment of the Settlement Amount by check shall be made into the Escrow Account pursuant to mailing instructions to be provided in writing by Plaintiffs' Counsel and/or the Escrow Agent, including provision of a physical address and contact person.

IV. CLASS CERTIFICATION

10. Solely for purposes of the Settlement and for no other purpose, Defendant stipulates and agrees to: (a) certification of the Class as a non-opt out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) appointment of Plaintiffs as class representatives for the Class; and (c) appointment of Plaintiffs' Counsel as class counsel, subject to Court approval.

11. The certification of the Class shall be binding only with respect to this Stipulation. In the event that this Stipulation is terminated pursuant to its terms or the Effective Date otherwise fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

V. USE OF SETTLEMENT FUND

12. The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court to Plaintiffs' Counsel from the Settlement Fund; and (iv) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund, that is the Net Settlement Fund, shall be distributed to Class Members pursuant to the proposed Plan of Allocation set forth in the Notice or such other plan of allocation approved by the Court. Should there be any balance remaining in the Net Settlement Fund (whether by reason of Tax refunds, uncashed checks, or

otherwise), such balance shall be redistributed to identifiable Class Members in accordance with the Plan of Allocation or, if Plaintiffs' Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, transferred to the Combined Campaign for Justice.

13. Plaintiffs' Counsel shall arrange for the Escrow Account to be established with the Escrow Agent, subject to an escrow agreement between Plaintiffs' Counsel and the Escrow Agent (the "**Escrow Agreement**"). The Escrow Account shall be administered under the Court's continuing supervision and control. In the event that the appointment of a replacement Escrow Agent is required, the substituted Escrow Agent must be a nationally recognized bank, whose appointment is subject to the consent of Defendant, which is not to be unreasonably withheld. To the extent that there is any ambiguity or inconsistency when this Stipulation and the Escrow Agreement are read together, the terms of this Stipulation shall control.

14. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such

instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. All risks related to the investment of the Settlement Fund shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from Defendant or Revance.

15. The Parties agree that the Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulations § 1.468B-1 and that Plaintiffs' Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulations § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulations § 1.468B-2(k)) for the Settlement Fund. Plaintiffs' Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any

Taxes owed with respect to the Settlement Fund. The Released Defendant's Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendant will provide to Plaintiffs' Counsel the statement described in Treasury Regulations § 1.468B-3(e). Plaintiffs' Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulations § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulations § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

16. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiffs' Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

17. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendant, the other Released Defendant's Persons, Defendant's insurance carriers, and any other person or entity who or which paid any portion of the Settlement Amount shall not have any right to the return of the

Settlement Fund or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Class Members to deposit settlement funds distributed by the Settlement Administrator.

18. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from Defendant or further order of the Court, all reasonable Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the reasonable administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the reasonable fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all reasonable Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendant, any of the other Released Defendant's Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

VI. ATTORNEYS' FEES AND LITIGATION EXPENSES

19. In connection with the Settlement, Plaintiffs' Counsel will apply to the Court for a collective award of attorneys' fees (of up to 28% of the Settlement Fund),

inclusive of Litigation Expenses and an incentive award of up to \$10,000 for Plaintiffs (\$5,000 for each Plaintiff) (the “**Fee and Expense Award**”), to be paid solely from (and out of) the Settlement Fund. Plaintiffs’ Counsel’s application for a Fee and Expense Award is not the subject of any agreement among the Parties other than what is set forth in this Stipulation, and Defendant takes no position on the Fee and Expense Award. To be clear, any incentive award shall be paid from the Fee and Expense Award.

20. The Fee and Expense Award shall be paid to Plaintiffs’ Counsel from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs’ Counsel’s obligation to make appropriate refunds or repayments to the Settlement Fund if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiffs’ Counsel shall make the appropriate refund or repayment in full no later than twenty (20) business days after: (i) receiving from Defendant’s Counsel notice of the termination of the Settlement; or (ii) any order reducing or reversing the Fee and Expense Award has become Final. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the

Settlement embodied herein. In the event that the Court does not award attorneys' fees or expenses, or in the event the Court makes an award in an amount that is less than the amount requested by Plaintiffs' Counsel or is otherwise unsatisfactory to Plaintiffs' Counsel, or in the event that any such award is vacated or reduced on appeal, this Stipulation and the Settlement, including the effectiveness of the Releases and other obligations of the Parties under the Settlement, nevertheless shall remain in full force and effect. Neither Plaintiffs nor Plaintiffs' Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

21. Plaintiffs' Counsel shall allocate the attorneys' fees awarded in a manner which it, in its discretion, believes reflects the contributions of such counsel to the institution, prosecution, and settlement of the Actions. The Released Defendant's Persons shall have no responsibility for or liability whatsoever with respect to the allocation or award of the Fee and Expense Award, if any, to Plaintiffs' Counsel.

VII. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

22. As soon as practicable after execution of this Stipulation, the Parties shall jointly submit this Stipulation (together with the Exhibits), to the Court and shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**.

23. The Parties and their attorneys agree to use their individual and collective reasonable best efforts to obtain Court approval of the Settlement. The Parties and their attorneys further agree to use their individual and collective reasonable best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for hereunder and the dismissal of the Actions with prejudice. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and to use their reasonable best efforts to effect consummation of the Settlement.

24. As soon as practicable after execution of this Stipulation, Plaintiffs shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**, providing for, among other things: (i) the dissemination by mail or email of the Notice; (ii) the publication of the Summary Notice; and (iii) the scheduling of the Settlement Hearing to consider: (a) final approval of the proposed Settlement, (b) the request that the Judgment, substantially in the form attached hereto as **Exhibit B**, be entered by the Court, (c) Plaintiffs' Counsel's application for a Fee and Expense Award, (d) approval of the proposed Plan of Allocation, and (e) any objections to any of the foregoing. Plaintiffs and Defendant shall take all reasonable and appropriate steps to seek and obtain entry of

the Scheduling Order. The date and time of the Settlement Hearing set by the Court in the Scheduling Order may be changed by the Court without further written notice to the Class.

25. Plaintiffs and Defendant shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment, substantially in the form attached hereto as **Exhibit []**. The Plaintiffs and Defendant shall take all reasonable and appropriate steps to obtain entry of the Judgment.

VIII. STAY PENDING FINAL APPROVAL

26. Pending negotiation, execution, and Final Court Approval of the Stipulation and Settlement by the Court, Plaintiffs agree to stay the proceedings in the Actions and not to initiate any other proceedings other than those incident to the Settlement itself. Subject to approval by the Court, the deadlines to respond to any filed or served pleadings or discovery requests are extended indefinitely. The Parties agree to use their reasonable best efforts to prevent, stay, seek dismissal of, or oppose entry of any interim or final relief in favor of any member of the Class in any other litigation against any Settling Party that asserts any Released Claim.

27. The Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, Plaintiffs and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or

prosecution of any Released Plaintiffs' Claims, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant's Persons.

IX. SETTLEMENT ADMINISTRATION

28. Plaintiffs shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to eligible Class Members. Defendant and the other Released Defendant's Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

29. Crown and Revance shall cooperate with Plaintiffs in providing notice of the Settlement and administering the Settlement, including providing the "Class Member Records" in accordance with paragraph 30 below and the "Payment Records" in accordance with paragraph 33 below. All information provided by Crown and Revance in accordance with paragraphs 30, 33, and 34 is to be used solely to the extent necessary to effectuate the Settlement.

30. For purposes of providing notice of the Settlement to potential Class Members, no later than thirty (30) calendar days after the date of execution of this Stipulation, Crown and Revance, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, will cause to be provided to the Settlement Administrator or Plaintiffs' Counsel in an electronically searchable form, such as Excel, the stockholder register from Revance's stock transfer agent containing the

names, mailing addresses and, if available, email addresses for all registered holders of Revance common stock (“**Registered Holders**”) that are Class Members (the “**Class Member Records**”).

31. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, or other mail service if mailed outside the U.S., postage prepaid, the Notice, substantially in the form attached hereto as **Exhibit JJ**, to each Class Member at their last known address appearing in the stock transfer records maintained by or on behalf of Revance; however, with respect to any subsequent requests from nominees for Notices to their beneficial owners, such Notices may be provided to their beneficial owners via email where email addresses are available, or, if emails are not available, by first class U.S. mail, or other mail service if mailed outside the U.S., postage prepaid. All stockholders of record who held Revance common stock on behalf of beneficial owners and who receive the Notice shall be directed to forward the Notice promptly to such beneficial owners. Plaintiffs’ Counsel shall use reasonable best efforts to provide notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. In accordance with the Scheduling Order, Plaintiffs’ Counsel shall also cause the Summary Notice to be published in *PR Newswire*, substantially in the form attached hereto as **Exhibit A-3**. Any and all

costs and expenses related to providing Notice shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiffs, the Released Defendant's Persons, or any of their attorneys or insurers have any liability or responsibility for the costs and expenses associated with providing the Notice.

32. Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following:

- (a) Each Class Member shall be required to submit a Proof of Claim and Release, substantially in a form approved by the Court, supported by such documents as are designated therein, including proof of the transactions claimed, or such other documents or proof as the Settlement Administrator, in its discretion, may deem acceptable;
- (b) All Proofs of Claim and Releases must be submitted by the date specified in the Notice, which date shall be thirty (30) days after the Settlement Hearing, unless such date is modified by Court order. Any Class Member who fails to submit a Proof of Claim and Release by such date, or timely submits a Proof of Claim and Release that is ultimately and finally disallowed or rejected by the Settlement Administrator, shall be forever barred from receiving any payment pursuant to this Stipulation, but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered and the releases provided for herein, and

will be barred from bringing any action against Defendant and Released Defendant's Persons concerning the Released Plaintiffs' Claims (including, without limitation, Unknown Claims). A Proof of Claim and Release shall be deemed to have been submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim and Release shall be deemed to have been submitted when actually received by the Settlement Administrator. Notwithstanding the foregoing, Plaintiffs' Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator by reason of the decision to exercise or not exercise such discretion;

- (c) Each Proof of Claim and Release shall be submitted to and reviewed by the Settlement Administrator, who shall determine in accordance with this Stipulation and the approved Plan of Allocation the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph (f) below;
- (d) Proofs of Claim and Releases that do not meet the submission requirements may be rejected;
- (e) Prior to rejection of a Proof of Claim and Release, the Settlement Administrator shall communicate with the Claimant in order to attempt to remedy the curable deficiencies. The Settlement Administrator shall notify, in a timely fashion and in writing, all Claimants whose Proofs of Claim and Releases it proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (f) below;
- (f) If any Claimant whose claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within

twenty (20) days after the date of mailing of the notice required in subparagraph (e) above, serve upon the Settlement Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Plaintiffs' Counsel shall thereafter present the request for review to the Court;

- (g) Each Claimant who submits a Proof of Claim and Release shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, including, but not limited to, all releases provided for herein and in the Order and Final Judgment, and the claim will be subject to investigation and discovery under the Court of Chancery Rules, provided that such investigation and discovery shall be limited to the Claimant's status as a Class Member and the validity and amount of the Claimant's claim. In connection with processing the Proofs of Claim and Releases, no discovery shall be allowed on the merits of the Actions or the Settlement; and
- (h) The Settlement Administrator shall calculate the claims of Authorized Claimants in accordance with the Plan of Allocation. Following the Effective Date, the Settlement Administrator shall send to each Authorized Claimant his, her, or its pro rata share of the Net Settlement Fund. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

33. For purposes of distributing the Net Settlement Fund to eligible Class Members, no later than ten (10) business days after the date of execution of this Stipulation, Crown and Revance, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, will use its good faith efforts to cause to be provided to the Settlement Administrator or Plaintiffs' Counsel in an

electronically searchable form, such as Excel, the following information (the “**Payment Records**”):

(a) The names, mailing addresses and, if available, email addresses of all registered holders of Revance common stock listed on Revance’s stockholder register (each a “**Registered Holder**”) who held shares of Revance common stock at the closing of the Merger and therefore received or were entitled to receive the Merger Consideration, other than the Excluded Stockholders (“**Merger Record Holders**”), and the number of shares of Revance common stock held by each of the Merger Record Holders at the closing of the Merger and for which the Merger Record Holders received or were entitled to receive the Merger Consideration; and

(b) a schedule of persons and entities that Crown and Revance has identified to be excluded from the Class by definition (“**Excluded Stockholders**”), and for each of the Excluded Stockholders: (i) an indication of whether the Excluded Stockholder was, as of the closing of the Merger, either a Registered Holder or a beneficial holder of shares of Revance common stock whose shares were held via a financial institution on behalf of the Excluded Stockholder (“**Beneficial Holder**”); (ii) the number of shares of Revance common stock owned by the Excluded Stockholder as of the closing of the Merger that were exchanged for the Merger Consideration (“**Excluded Shares**”); and (iii) for each of the Excluded Stockholders that is a Beneficial Holder, the name and “DTC Number” of the financial

institution(s) where their Excluded Shares were held and the last four digits of the Excluded Person's account number(s) at such financial institution(s);

34. In addition to the information to be provided above, at the request of Plaintiffs' Counsel, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, Crown and Revance will use reasonable efforts to provide such additional information as may be reasonably required to distribute the Net Settlement Fund to Authorized Claimants and not to Excluded Stockholders and to ensure that the Net Settlement Fund is paid only to Authorized Claimants and not to Excluded Stockholders. Defendant and the Released Defendant's Persons who are excluded from the Class shall cooperate to exclude themselves from the Settlement and shall provide necessary information to that end. In their sole discretion, Plaintiffs' Counsel may proceed with the distribution even if such information required above cannot be secured.

35. The Settlement Administrator, Plaintiffs, and Plaintiffs' Counsel shall use the Payment Records solely for the purpose of administering the Settlement as set forth in this Stipulation, and not for any other purpose, and shall not disclose the Payment Records or their contents to any other party except as necessary to administer the Settlement or as required by law.

36. No Excluded Stockholders shall have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (i.e., accounts in which he,

she, or it holds a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

37. The Net Settlement Fund shall be distributed to eligible Class Members in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendant and the other Released Defendant's Persons shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation.

38. The Net Settlement Fund shall be distributed to eligible Class Members without further order of the Court only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense

Award have been paid from the Settlement Fund or reserved; and (ii) the Court has entered the Judgment.

39. Payment pursuant to the terms of this Stipulation shall be final and conclusive against all Class Members. Plaintiffs, Plaintiffs' Counsel, Defendant, and the other Released Defendant's Persons, and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, or calculation of any payment from the Net Settlement Fund; the nonperformance of the Settlement Administrator or a nominee holding shares of Revance common stock; the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

40. All proceedings with respect to the administration of the Settlement and distribution shall be subject to the exclusive jurisdiction of the Court.

X. CONDITIONS OF SETTLEMENT

41. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver in writing by the Parties of all of the following conditions, which the Parties shall use their respective reasonable best efforts to achieve:

(a) the full amount of the \$2,400,000.00 Settlement Amount has been paid into the Escrow Account in accordance with paragraph 8 above;

(b) the Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit A**;

(c) Defendant has not exercised his option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, and entered the Judgment, substantially in the form attached hereto as **Exhibit B**; and

(f) the Judgment has become Final.

42. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendant, his respective insurance carriers, or any other person or entity who or which paid any portion of the Settlement Amount in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

XI. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

43. Plaintiffs (provided Plaintiffs unanimously agree amongst themselves) and Defendant shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“**Termination Notice**”) to the other Parties within thirty (30) calendar days of: (i) the Court’s final

refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (ii) the Court's final refusal to approve the Settlement or any material part thereof and such final refusal decision has become Final; (iii) the Court's final refusal to enter the Judgment in any material respect as to the Settlement and such final refusal decision has become Final; or (iv) the date upon which an order modifying or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendant within thirty (30) calendar days of any failure of Defendant to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with paragraph 8 above. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiffs' Counsel for a Fee and Expense Award or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

44. If (i) Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; or (ii) Defendant exercises his right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Plaintiffs and Defendant shall revert to their respective positions in the Actions as of immediately prior to the Parties' agreement-in-principle to settle the Actions;

(c) The terms and provisions of this Stipulation, with the exception of this paragraph 44 and paragraphs 18, 20, 45, and 66 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Actions or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty (20) business days after joint written notification of termination is sent by Defendant's Counsel and Plaintiffs' Counsel to the Escrow Agent, the Settlement Fund (after giving effect to any change in value as a result of the investment of the Settlement Fund and including any funds received by Plaintiffs' Counsel consistent with paragraph 20 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendant and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount

(according to instructions to be provided by Defendant's Counsel to Plaintiffs' Counsel). In the event that the funds received by Plaintiffs' Counsel consistent with paragraph 20 above have not been refunded to the Settlement Fund within the twenty (20) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendant and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendant's Counsel to Plaintiffs' Counsel) immediately upon their deposit into the Escrow Account consistent with paragraph 20 above.

XII. NO ADMISSION OF WRONGDOING

45. Neither this Stipulation (whether or not consummated), including the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendant's Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant's Persons with respect to the truth of any fact alleged by Plaintiffs or the validity of any Claim that was or

could have been asserted or the deficiency of any defense that has been or could have been asserted in the Actions or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendant's Persons or in any way referred to for any other reason as against any of the Released Defendant's Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

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

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial;

provided, however, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement. Notwithstanding anything to the contrary in this Agreement or otherwise, Defendant may file or use this Stipulation and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendant; or (iii) to support a claim for contribution and/or indemnification.

XIII. MISCELLANEOUS PROVISIONS

46. All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of this Stipulation shall prevail.

47. Defendant warrants that, as to the payments made or to be made on behalf of him at the time of entering into this Stipulation and at the time of such payment he, or to the best of his knowledge, any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the U.S. Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by Defendant and not by his counsel.

48. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendant to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, Plaintiffs and Defendant shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendant and the other Released Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Plaintiffs and Defendant shall be restored to their respective positions in the litigation as provided in paragraph 44 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund) shall be returned as provided in paragraph 44 above.

49. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or that could be asserted by Plaintiffs and any other Class Members against the Released Defendant's Persons with respect to the Released Plaintiffs' Claims. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully

competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

50. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived, except by a writing signed on behalf of each of the Parties (or their successors-in-interest).

51. The headings herein are used for the purpose of convenience only and are not meant to have legal effect. The use of the word "including" herein shall mean "including without limitation."

52. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

53. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

54. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to eligible Class Members.

55. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of such breach by any other Party or a waiver by the waiving Party of any other prior or subsequent breach of this Stipulation.

56. This Stipulation and its Exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its Exhibits. Each Party acknowledges that no other agreements, representations, warranties, or inducements have been made by or on behalf of any Party concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents, and it is not relying upon any other agreements, representations, warranties, or inducements (or the accuracy or completeness thereof).

57. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, DocuSign, or by a .pdf/.tiff image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

58. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendant's Persons and the Released Plaintiffs' Persons are intended

beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

59. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws.

60. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court to the extent the Court has jurisdiction over the claims and parties to such action or proceedings.

61. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

62. All counsel and all other persons executing this Stipulation and any of the Exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

63. Plaintiffs' Counsel and Defendant's Counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary

approvals of the Court required of this Stipulation (including using their respective best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

64. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiffs or Plaintiffs'
Counsel:

MONTEVERDE & ASSOCIATES PC
Juan E. Monteverde
The Empire State Building
350 Fifth Avenue, Suite 4740
New York, NY 10118
Tel.: (212) 971-1341
jmonteverde@monteverdelaw.com

KAHN SWICK & FOTI, LLC
Michael Palestina
1100 Poydras Street, Suite 960
New Orleans, LA 70163
Tel.: (504) 455-1400
Michael.Palestina@ksfcounsel.com

If to Defendant:

**SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP**
Jenness E. Parker
One Rodney Square
920 N. King St.
Wilmington, Delaware 19801
Tel.: (302) 651-3000
Jenness.Parker@skadden.com

65. Except as otherwise provided herein, each Party shall bear its own costs.

66. All agreements made and orders entered during the course of the Actions relating to the confidentiality of information shall survive this Settlement. The Parties agree that all nonpublic materials and information exchanged during the course of discovery will remain confidential and not be shown, disclosed, distributed, or relied upon by the other Party, except to the extent necessary to effectuate the Settlement.

67. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall keep all negotiations, discussions (including during mediation), acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential, except to the extent necessary regarding a determination of insurance coverage.

68. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each

individual Class Member.

IN WITNESS WHEREOF, the Parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, as of the first date written above.

[Signatures Begin on Next Page]

Dated: August 10, 2026

COOCH AND TAYLOR, P.A.

/s/ Blake A. Bennett

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Wilmington, DE 19801
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KAHN SWICK & FOTI, LLC

/s/ Christopher P. Quinn

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**SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP**

/s/ Jenness E. Parker

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Attorneys for Defendant Mark J. Foley

KIRKLAND & ELLIS LLP

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*Attorneys for Revance, signing only as
to Paragraphs 8, 29, and 33*

Multi-Case Filing Detail: The document above has been filed and/or served into multiple cases, see the details below including the case number and name.

Transaction Details

Court: DE Court of Chancery Civil Action	Document Type: Stipulation for Compromise & Settlement
Transaction ID: 80282914	Document Title: Stipulation and Agreement of Settlement, Compromise, and Release
Submitted Date & Time: Aug 10 2026 11:48AM	

Case Details

Case Number	Case Name
2025-1415-NAC	Dena A. Gilmore, On Behalf of Herself and All Others Similarly Situatedv.Mark J. Foley
2026-0177-NAC	Seane Jones v. Mark J. Foley



EXHIBIT A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DENA A. GILMORE, On Behalf of
Herself and All Others Similarly
Situated,

Plaintiff,

v.

MARK J. FOLEY,

Defendant.

C.A. No. 2025-1415-NAC

SEANE JONES, on behalf of himself
and similarly situated stockholders,

Plaintiff,

v.

MARK J. FOLEY,

Defendant.

C.A. No. 2026-0177-NAC

**[PROPOSED] SCHEDULING ORDER WITH RESPECT TO NOTICE AND
SETTLEMENT HEARING**

WHEREAS, two stockholder class actions are pending in this Court, entitled *Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415 and *Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177 (the “Actions”);

WHEREAS, a Stipulation and Agreement of Settlement, Compromise, and Release dated as of August 7, 2026 (the “Stipulation”) has been entered into by and among: (i) Plaintiffs Dena A. Gilmore and Seane Jones (“Plaintiffs”) and Defendant

Mark J. Foley (“Defendant,” and, together with Plaintiffs, the “Settling Parties”);
and

WHEREAS, the Stipulation provides for a settlement, subject to the approval of this Court, reached between Plaintiffs and Defendant and for dismissal of the Actions with prejudice as against Defendant and the release of all Released Claims against Defendant and Plaintiffs and all other and further Released Defendant’s Persons and Released Plaintiffs’ Persons upon the terms and conditions set forth in the Stipulation (the “Settlement”).

NOW, upon consent of the Settling Parties, after review and consideration of the Stipulation filed with the Court and the Exhibits attached thereto, and after due deliberation, IT IS HEREBY ORDERED, this _____ day of _____, 2026 that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order. The Court has jurisdiction over the subject matter of the Actions, and all matters relating to the Settlement of the Actions, as well as personal jurisdiction over the Settling Parties and each of the Class Members.

2. In accordance with the proposed “Class” definition in the Stipulation, for the purposes of the Settlement only, the Actions preliminarily shall be consolidated and maintained as a non-opt out class action under Delaware Court of

Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on behalf of the following class (the “Class”):

All former holders, whether beneficial or of record (including as necessary for relief the legal representatives, heirs, successors-in-interest, transferees, and assignees of such holders), and solely in their capacities as such, of Revance common stock, as of the February 6, 2025 closing of the Merger who (i) received \$3.65 per share in cash in exchange for their shares of Revance common stock (“Merger Consideration”) and (ii) acquired their shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, but who are not eligible to receive compensation as to some or all of those shares pursuant to the Securities Action Settlement, but excluding (i) Defendant; (ii) Crown; (iii) any person who is, or was at the closing of the Merger, an officer or director of Revance or Crown; (iv) the immediate family members of any of the foregoing; (v) any trusts, estates, entities, or accounts that held Revance common stock for the benefit of any of the foregoing; (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the persons or entities identified in clauses (i) through (v); and (vii) the holders of any shares of Revance common stock purchased or otherwise acquired during the period from February 29, 2024 through the close of the Transaction on February 6, 2025 that are eligible to receive compensation pursuant to the Securities Action Settlement, but only as to the shares that are eligible to receive compensation pursuant to the Securities Action Settlement, and any claims arising from the purchase, acquisition, or holding of such shares that are included in, released by, or otherwise subject to the Securities Action Settlement.

3. The Court preliminarily appoints Plaintiffs as class representatives for the Class and Monteverde & Associates PC and Kahn Swick & Foti, LLC as counsel for the Class.

4. For purposes of the Settlement only, the Court preliminarily finds that:

(a) the Class Members are so numerous that their joinder in the Actions would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the Actions and the Settlement, Plaintiffs and Plaintiffs' Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendant, and, as a practical matter, the disposition of the Actions as against Defendant would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendant is alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

5. A hearing (the "Settlement Hearing") will be held on _____, 2026, at __:__.m., either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the discretion of the Court), to, among other things:

a. Determine whether the Actions may be finally consolidated and maintained as a non-opt out class action and whether the Class should be

finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

b. Determine whether Plaintiffs may be finally appointed as representatives for the Class and Plaintiffs' Counsel finally appointed as counsel for the Class, and whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Actions;

c. Determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court;

d. Determine whether a Judgment, substantially in the form attached as **Exhibit B** to the Stipulation, should be entered dismissing the Actions with prejudice as against Defendant;

e. Determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;

f. Determine whether Plaintiffs' Counsel's requested Fee and Expense Award should be approved;

g. Hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to Plaintiffs' Counsel's requested Fee and Expense Award; and

h. Consider any other matters that may properly be brought before the Court in connection with the Settlement.

6. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof, or a notation on the docket in the Actions, and retains jurisdiction over the Settling Parties and the Class Members to consider all further applications arising out of or connected with the proposed Settlement.

7. The Court may decide to hold the Settlement Hearing remotely by Zoom without further notice to the Class. Any Class Member (or the Class Member's counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in the date, time, or format of the hearing.

8. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the Settling Parties, without further notice to Class Members. The Court may approve the Plan of Allocation or a modified plan of allocation at or after the Settlement Hearing, without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees and expenses at or

after the Settlement Hearing, with such modifications as may be consented to by the Settling Parties and without further notice of any kind.

9. The Court approves RG/2 Claims Administration LLC as the Settlement Administrator to provide notice to the Class and administer the Settlement, including the allocation and distribution of the Settlement Fund.

10. The Court approves, in form and substance, the Notice of Pendency of Stockholder Class Actions and Proposed Settlement, Settlement Hearing, and Right to Appear attached as **Exhibit A-1** to the Stipulation (the “Notice”).

11. The Court approves, in form and substance, the Proof of Claim and Release Form attached as **Exhibit A-2** to the Stipulation (the “Proof of Claim”), and sets the deadline for its submission as ninety (90) days after the Settlement Hearing.

12. The Court approves, in form and substance, the Summary Notice of Pendency of Stockholder Class Actions and Proposed Settlement, Settlement Hearing, and Right to Appear attached as **Exhibit A-3** to the Stipulation (the “Summary Notice”).

13. The Court finds that the mailing of the Notice and publication of the Summary Notice in substantially the manner set forth in this Order constitutes the best notice practicable under the circumstances to all persons entitled to such notice of the Settlement Hearing and the proposed Settlement, and meets the requirements

of Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

14. Beginning not later than fifteen (15) business days from the date of entry of this Order (such date that is fifteen (15) business days after the date of entry of this Order, the “Notice Date”), the Settlement Administrator shall cause the Notice, substantially in the form attached as **Exhibit A-1** to the Stipulation, to be mailed by U.S. first-class mail, or other mail service if mailed outside the U.S., postage prepaid, to each potential Class Member who may be identified through reasonable effort at their last known address appearing in the stock transfer records maintained by or on behalf of Revance. All stockholders of record who held Revance common stock on behalf of beneficial owners and who receive the Notice shall be requested to either: (i) within seven (7) calendar days of receipt of the Notice, request from the Settlement Administrator sufficient copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of the Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator, in which event the Settlement Administrator shall promptly mail the Notice to such beneficial owners by email, if available or otherwise. The emails may be sent by the stockholder of record. Upon full compliance with this Order, such nominees may

seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought.

15. Not later than the Notice Date, the Settlement Administrator shall cause the Stipulation and the Notice to be posted on the Settlement website, www.rg2claims.com, from which copies of the Notice and Stipulation may be downloaded.

16. Not later than ten (10) business days after the Notice Date, the Settlement Administrator shall cause the Summary Notice to be published in *PR Newswire*.

17. All Notice and Administration Costs shall be paid in accordance with the Stipulation without further order of the Court.

18. Plaintiffs' Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

19. At least ten (10) calendar days prior to the date of the Settlement Hearing, Plaintiffs shall file with the Court proof of mailing of the Notice and publication of the Summary Notice.

20. The contents of the Settlement Fund that will be held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21. Unless the Court orders otherwise, any Class Member may enter an appearance in the Actions, at the Class Member's own expense, individually or through counsel of the Class Member's own choice, by filing with the Register in Chancery and delivering a notice of appearance to Plaintiffs' Counsel and Defendant's Counsel, at the addresses set forth in paragraph 22 below, such that it is received no later than fourteen (14) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Plaintiffs' Counsel, and shall be deemed to have waived and forfeited any and all rights the Class Member may otherwise have to appear separately at the Settlement Hearing.

22. Any Class Member may file a written objection to the proposed Settlement, Plan of Allocation, and/or Plaintiffs' Counsel's requested Fee and Expense Award ("Objector"), if the Class Member has any cause why the proposed

Settlement, Plan of Allocation, and/or Fee and Expense Award should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Plan of Allocation, and/or the Fee and Expense Award unless that Objector has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and served (electronically by File & ServeXpress, by hand, by first-class U.S. Mail, or by express service) copies of the objection upon each of the following counsel at the following addresses such that they are received no later than fourteen (14) calendar days prior to the Settlement Hearing, with copies also emailed to each counsel as set forth below:

MONTEVERDE & ASSOCIATES PC

Juan E. Monteverde
The Empire State Building
350 Fifth Avenue, Suite 4740
New York, NY 10118
Tel.: (212) 971-1341
jmonteverde@monteverdelaw.com

KAHN SWICK & FOTI, LLC

Michael J. Palestina
1100 Poydras Street, Suite 960
New Orleans, LA 70163
Tel.: (504) 455-1400
michael.palestina@ksfcounsel.com

**SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP**

One Rodney Square
Jenness Parker
920 N. King St.
Wilmington, DE 19801
Tel.: (302) 651-3000
Jenness.Parker@skadden.com

Counsel for Defendant

Counsel for Plaintiffs and the putative Class

23. Counsel for the Settling Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

24. Any objections must: (i) identify the case name and civil action number, “*Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415” and “*Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and, if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class (*i.e.*, (i) held shares of Revance common stock as of February 6, 2025, (ii) had their shares exchanged for the Merger Consideration, and (iii) acquired their shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, and will not receive compensation as to those shares pursuant to the Securities Action Settlement). Documentation establishing that an Objector is a member of the Class must consist of copies of

monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement.

25. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in the Actions or any other action or proceeding or otherwise contesting the Settlement, the Plan of Allocation, the Fee and Expense Award in the Actions or any other proceeding and will otherwise be bound by the Judgment to be entered and the releases to be given. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

26. At least twenty-eight (28) calendar days prior to the Settlement Hearing, Plaintiffs shall file any opening briefs in support of the proposed Settlement and Plan of Allocation, and Plaintiffs' Counsel shall file their application for a Fee and Expense Award, including any supporting affidavit(s). At least seven (7) calendar days prior to the date of the Settlement Hearing, the Settling Parties shall file any reply in response to any objections to the Settlement or the Plan of Allocation, and Plaintiffs' Counsel shall file any reply in response to any objections to their application for a Fee and Expense Award.

27. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs and all other Class Members from commencing, instituting, or prosecuting any proceedings asserting any of the Released Plaintiffs' Claims against any of Defendant or the Released Defendant's Persons.

28. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class.

29. The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

Vice Chancellor Nathan A. Cook

Multi-Case Filing Detail: The document above has been filed and/or served into multiple cases, see the details below including the case number and name.

Transaction Details

Court: DE Court of Chancery Civil Action

Document Type: Exhibits

Transaction ID: 80282914

Document Title: Exhibit A to the
Stipulation and Agreement of Settlement,
Compromise, and Release

Submitted Date & Time: Aug 10 2026 11:48AM

Case Details

Case Number	Case Name
2025-1415-NAC	Dena A. Gilmore, On Behalf of Herself and All Others Similarly Situatedv.Mark J. Foley
2026-0177-NAC	Seane Jones v. Mark J. Foley



EXHIBIT A-1

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DENA A. GILMORE, On Behalf of Herself and All Others Similarly Situated, Plaintiff, v. MARK J. FOLEY, Defendant.	C.A. No. 2025-1415-NAC
SEANE JONES, on behalf of himself and similarly situated stockholders, Plaintiff, v. MARK J. FOLEY, Defendant.	C.A. No. 2026-0177-NAC

**NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTIONS AND PROPOSED SETTLEMENT,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

The Delaware Court of Chancery authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class actions (the “Actions”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you are a former holder, whether beneficial or of record (including as necessary for relief the legal representatives, heirs, successors-in-interest, transferees, and assignees of such holders) of Revance Therapeutics, Inc. (“Revance”) common stock as of the February 6, 2025 closing of the merger between Revance and Crown Laboratories, Inc. (“Crown”) (the “Merger”) who (i) received \$3.65 per share in cash in exchange for their shares of Revance common stock (“Merger Consideration”) (on February 6, 2025), and (ii) acquired your shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, but who are not eligible to receive compensation as to some or all of those shares pursuant to the settlement in the consolidated securities class action styled *In re Revance Therapeutics, Inc. Securities Litigation*, Case No. 3:25-cv-0018-EJR (M.D. Tenn.) (the “Securities Action” and the “Securities Action Settlement”).

NOTICE OF SETTLEMENT: Please also be advised that Plaintiffs Dena A. Gilmore and Seane Jones (together, “Plaintiffs”), on behalf of themselves and the Class (defined in paragraph 18 below), and Defendant Mark Foley (“Defendant” and, together with Plaintiffs, the “Settling Parties”), have reached a proposed settlement for \$2,400,000.00 in cash (the “Settlement”). The proposed Settlement, if approved, will resolve all claims in the Actions as against Defendant.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice. To claim your portion of the settlement proceeds, you must submit a valid Proof of Claim and Release Form (“Proof of Claim”) postmarked or submitted online on or before ----, 2026 [90 days after the Settlement Hearing].¹

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise and Release between Plaintiffs and Defendant, dated August 7, 2026, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.rg2claims.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM	The only way to receive a payment. Proofs of Claim must be postmarked or submitted online on or before ----, 2026 [90 days after the Settlement Hearing].
OBJECT	Write to the Court about why you oppose the Settlement, the Plan of Allocation, the request for Plaintiffs' Counsel's attorneys' fees, and/or the time and expenses of Plaintiffs. You will still be a Class Member. Objections must be received by the Court or postmarked on or before ----, 2026.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court on or before ----, 2026. You are not required to attend the hearing. The Settlement Hearing will be held on ----, 2026, at --:-- .m., either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the Court's discretion).
DO NOTHING	Receive no payment from the Settlement. Members of the Class who do nothing remain bound by the terms of the Settlement.

WHAT THIS NOTICE CONTAINS

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. This Notice is intended to notify Class Members of the existence of the Actions, the terms of the proposed Settlement, and how to submit a Proof of Claim. The Notice is also intended to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiffs' Counsel for an award of attorneys' fees and litigation expenses as well as any incentive award in connection with the Settlement (the "Settlement Hearing").

2. The Court directed that this Notice be mailed to you because you may be a Class Member. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Actions and the proposed Settlement generally affect your legal rights. Please Note: The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Actions, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to *eligible* Class Members will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement.

SUMMARY OF CLAIMS, ISSUES, DEFENSES, AND RELIEF SOUGHT IN THE ACTION

4. The Actions arise out of Defendant's alleged breaches of fiduciary duty in connection with the acquisition of Revance by Crown pursuant to a December 7, 2024 Amended and Restated Agreement and Plan of Merger, as amended (the "A&R Merger Agreement"), between Revance and affiliates of Crown, pursuant to which Crown commenced a Tender Offer and acquired Revance for \$3.65 per share (the "Merger Consideration"). Plaintiffs allege that Defendant, as a director and officer of Revance, breached his fiduciary duties to (i) act in shareholders' interests, rather than his own, to maximize shareholder value in connection with the Merger, and (ii) provide Revance stockholders with all material information related to the Tender Offer in an honest and forthright manner. Plaintiffs asserted claims based on alleged material misrepresentations in Revance's Schedule 14D-9 Recommendation Statement filed in connection with the Merger (collectively, including as amended and/or supplemented, the "Transaction Disclosures"); and (ii) Defendant's alleged failure to ensure that the Merger was fair to Revance stockholders. Specifically, Plaintiff Gilmore alleges that Defendant caused Revance to breach its contractual obligations to Teoxane SA ("Teoxane")—a principal strategic partner of the Company—under its exclusive U.S. distribution agreement for Teoxane's products (the "Distribution Agreement"); that the contractual dispute severely delayed the commencement of Crown's tender offer and enabled Crown to reprice the Transaction; and that Defendant's mismanagement of the Company, Revance's ensuing breaches of the Distribution Agreement, and Defendant's misleading statements to shareholders in connection with the Transaction significantly reduced the merger consideration payable to investors. Similarly, Plaintiff Jones alleges that Revance's breaches of the Distribution Agreement enabled Teoxane to renegotiate favorable terms for itself of the Distribution Agreement, enabled Crown to renegotiate the Transaction, that Crown ultimately acquired the Company at a significant discount to its inherent value while Defendant obtained liquidity and golden parachute payments for himself, and that Defendant misled shareholders. In the Actions, Plaintiffs sought an award of damages to themselves and the Class.

5. Defendant, in turn, contends, among other things, that the Transaction Disclosures were not materially misleading, that Defendant did not breach any fiduciary duties, and that the Merger was fair to Revance stockholders. Defendant denies any and all allegations of wrongdoing, fault, liability, or damages whatsoever alleged in the Actions, including, but not limited to, any allegations that Defendant committed any violations of law or breach of any duty owed to Revance stockholders, that the Merger was not fair to, or in the best interests of, Revance stockholders, that Defendant acted improperly in any way, that Defendant has any liability or owes any damages of any kind to Plaintiffs and/or the Class, and/or that Defendant was unjustly enriched in the Merger. Defendant maintains that his conduct was at all times proper, in the best interests of Revance and its stockholders, and in compliance with applicable law. Defendant also denies that Revance's stockholders were harmed by any conduct of Defendant that was alleged, or could have been alleged, in the Actions. Defendant asserts that, at all relevant times, he acted in good faith and in a manner believed to be in the best interests of Revance and all of its stockholders.

WHAT ARE THE ACTIONS ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES.

6. On August 11, 2024, Revance and Crown executed a merger agreement (the "Original Merger Agreement") pursuant to which Crown intended to commence a tender offer to acquire Revance shares for \$6.66 per share, and the parties announced that proposed transaction on August 12, 2024. Days after the Original Merger Agreement was announced, on August 16, 2024, Revance received a notice from Teoxane SA ("Teoxane")—a distribution partner and significant shareholder of Revance—claiming alleged breaches of the parties' Distribution Agreement (the "Teoxane Notice"). In the Original Merger Agreement, Revance represented and warranted that it was not in breach of any of its material contracts, including the Distribution Agreement. Following the Teoxane Notice, Revance and Teoxane renegotiated the Distribution Agreement. Thereafter, Revance and Crown renegotiated and entered into the December 7, 2024 A&R Merger Agreement pursuant to which Crown would commence the Tender Offer for \$3.65 per share.

7. In connection with Crown's Tender Offer, on December 12, 2024, the Revance filed a Schedule 14D-9 Recommendation Statement; Revance filed Amendment Nos. 1, 2, 3, 4, 5, 6, and 7 on January 2, 2025, January 8, 2025, January 13, 2025, January 17, 2025, January 21, 2025, January 31, 2025, and February 5, 2025, respectively (together as amended, the "Recommendation Statement" or defined above as the "Transaction Disclosures").

8. On January 3, 2025 and January 8, 2025, Plaintiffs sent separate and independent demands for books and records to Revance pursuant to 8 *Del. C.* § 220 ("Section 220") in connection with the then-proposed Merger. In response, Revance produced certain internal books and records.

9. The tender offer expired on February 4, 2025, and the Merger closed on February 6, 2025.

10. Before the Merger closed, a separate plaintiff initiated a class action in federal court against Revance, Foley, and Revance's then chief financial officer styled *In re Revance Therapeutics, Inc. Securities Litigation*, Case No. 3:25-cv-0018-EJR (M.D. Tenn.), alleging claims for violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Securities Action"). The Securities Action alleged that Revance and its executives misrepresented Revance's financial condition, Revance's relationship with Teoxane, and the status of a tender offer with Crown. In early 2026, the parties in the Securities Action agreed to a settlement on behalf of a putative class that 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)."

11. On December 5, 2025, Lead Plaintiff Gilmore, on behalf of himself and all other similarly situated shareholders of Revance filed a Verified Class Action Complaint in this Court styled *Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415 (the "Gilmore Action").

12. On February 9, 2026, Lead Plaintiff Jones, on behalf of himself and all other similarly situated shareholders of Revance filed a Verified Class Action Complaint in this Court styled *Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177 (the "Jones Action", and together with the Gilmore Action, previously defined as the "Actions").

13. On April 3, 2026, Plaintiff in the Gilmore Action propounded discovery to Defendant and third parties.

14. On April 13, 2026, Defendant filed a motion with the Court, moving for an order to dismiss, with prejudice, the Gilmore Action. On May 6, 2026, Defendant filed a motion with the Court, moving for an order to dismiss, with prejudice, the Jones Action.

15. Thereafter, throughout late May and early June, 2026, counsel for the Settling Parties engaged in settlement discussions culminating in an agreement in principle to settle the Actions on June 5, 2026.

16. On August 7, 2026, the Settling Parties executed the Stipulation that reflects the final and binding agreement between the Settling Parties with regard to the Settlement.

17. On [REDACTED], 2026, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

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

18. If you are a Class Member, you are subject to the Settlement. The Class preliminarily certified by the Court for purposes of the Settlement consists of:

All former holders, whether beneficial or of record (including as necessary for relief the legal representatives, heirs, successors-in-interest, transferees, and assignees of such holders), and solely in their capacities as such, of Revance

common stock, as of the February 6, 2025 closing of the Merger who (i) received \$3.65 per share in cash in exchange for their shares of Revance common stock and (ii) acquired their shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, but who are not eligible to receive compensation as to some or all of those shares pursuant to the Securities Action Settlement.

Excluded from the Class are (i) Defendant; (ii) Crown; (iii) any person who is, or was at the closing of the Merger, an officer or director of Revance or Crown; (iv) the immediate family members of any of the foregoing; (v) any trusts, estates, entities, or accounts that held Revance common stock for the benefit of any of the foregoing; (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the persons or entities identified in clauses (i) through (v); and (vii) the holders of any shares of Revance common stock purchased or otherwise acquired during the period from February 29, 2024 through the close of the Transaction on February 6, 2025 that are eligible to receive compensation pursuant to the Securities Action Settlement, but only as to the shares that are eligible to receive compensation pursuant to the Securities Action Settlement, and any claims arising from the purchase, acquisition, or holding of such shares that are included in, released by, or otherwise subject to the Securities Action Settlement.

PLEASE NOTE: The Class is a non-“opt-out” class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

19. In consideration of the Settlement of the Released Plaintiffs’ Claims (defined in paragraph 48 below) against Defendant and the other Released Defendant’s Persons (defined in paragraph 34 below), Revance, on behalf of Defendant, will or will cause \$2,400,000.00 in cash (the “Settlement Amount”) to be deposited into an interest-bearing Escrow Account for the benefit of the Class.

20. Neither Revance nor Defendant shall have any role in, and shall bear no responsibility for, the allocation, distribution, or payment of funds from the Settlement Fund.

WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?

21. Plaintiffs and Plaintiffs’ Counsel thoroughly considered the facts and law underlying the claims asserted in the Actions. Although Plaintiffs and Plaintiffs’ Counsel believe that the claims asserted have merit, the Court could have adopted Defendant’s view of the applicable legal standards or of the underlying evidence, and could have entered judgment for Defendant, either dismissing the claims against Defendant prior to trial or after trial. Plaintiffs and Plaintiffs’ Counsel also considered the expense and length of continued proceedings necessary to pursue the claims against Defendant through trial, the uncertainty of appeals, and the collectability of any potential judgment.

22. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case, and the information available to them through discovery and the settlement negotiations, Plaintiffs and Plaintiffs’ Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiffs and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of a \$2.4 million cash payment without the risk that continued litigation could result in no recovery or a smaller recovery from Defendant after continued extensive and expensive litigation, including trial and appeals.

23. Defendant denies any and all allegations of wrongdoing, fault, liability, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Actions, and maintains that his conduct was at all times proper, in the best interests of Revance and its stockholders, and in compliance with applicable law. Defendant further denies any breach of fiduciary duties. Defendant affirmatively asserts that the Merger was the best available transaction for Revance and its stockholders, was entirely fair to Revance and its stockholders, and provided Revance and its stockholders with substantial benefits. Defendant also denies that Revance or its stockholders were harmed by any conduct of Defendant alleged in the Actions or that could have been alleged therein. Defendant assert that, at all relevant times, he acted in good faith and in a manner reasonably believed to be in the best interests of Revance and all of its stockholders.

24. Nevertheless, Defendant wishes to eliminate the uncertainty, risk, burden, and expense of further litigation. Defendant has therefore determined to settle the Actions on the terms and conditions set forth in the Stipulation solely to put the Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Released Defendant's Persons with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that Defendant has or could have asserted.

HOW CAN I RECEIVE A PAYMENT? HOW MUCH WILL MY PAYMENT BE?

25. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, **you must submit a claim form in order to receive your payment.**

26. To qualify for a payment, you must submit a Proof of Claim. A Proof of Claim is provided and may also be downloaded at www.rg2claims.com/. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and return it so that it is postmarked, if mailed, to the address listed in Proof of Claim, or received, if submitted online, no later than ----, 2026. Pursuant to its directions, the Proof of Claim may also be submitted online at www.rg2claims.com/.

27. As stated above, the \$2,400,000.00 Settlement Amount will be deposited into an interest-bearing Escrow Account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any and all interest earned thereon, less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

28. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a Plan of Allocation, and the time for any petition for rehearing, appeal, or review has expired. Approval of the Settlement is independent from approval of a Plan of Allocation. Any determination with respect to a Plan of Allocation will not affect the Settlement, if approved.

29. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.rg2claims.com.

Proposed Plan of Allocation

30. As stated above, the Settlement Amount is \$2,400,000. Under the proposed Plan of Allocation, only eligible Class Members who submit a valid Proof of Claim to the Settlement Administrator may share in the recovery, *pro rata* with their eligible stock holdings (the proposed "Plan of Allocation").

31. Your actual recovery will be a proportion of the Net Settlement Fund determined by your claim as compared to the total claims of all eligible Class Members who submit acceptable Proofs of Claim. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, www.rg2claims.com/.

32. Historically, less than all eligible investors submit claims, resulting in higher average distributions per share. The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim forms ("Claimants") on a *pro rata* basis. However, no distributions will be made to Claimants who would otherwise receive a distribution of less than \$10.00.

33. Payments shall be conclusive against any Claimant whose claim for recovery has been allowed pursuant to the terms of the Plan of Allocation ultimately approved by the Court (an "Authorized Claimant"). No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, the Settlement Administrator, Defendant, Released Defendant's Persons, or any Person designated by Plaintiffs' Counsel based on distributions made substantially in accordance with the Stipulation and the Plan of Allocation contained therein, or further order(s) of the Court. No Class

Member shall have any claim against Defendant or Released Defendant's Persons for any of Released Plaintiffs' Claims. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?
WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

34. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). Pursuant to the Judgment, the claims asserted against Defendant in the Actions will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiffs and the Class:** As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, affiliates, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents, in their respective capacities as such, shall thereupon fully, finally, and forever, release, settle, and discharge the Released Defendant's Persons from and with respect to every one of the Released Plaintiffs' Claims on the terms set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of the Released Defendant's Persons.

"Released Plaintiffs' Claims" means to the fullest extent permitted by Delaware law, any and all Claims, including Unknown Claims, against Released Defendant's Persons that (i) were alleged, asserted, set forth, or claimed in the Actions; or (ii) could have been alleged, asserted, set forth, or claimed in the Actions or in any other forum by Plaintiffs or any other member of the Class individually or on behalf of the Class, and that are based upon, arise out of, relate to, or involve, directly or indirectly, the actions, inactions, deliberations, discussions, decisions, votes, or any other conduct of any kind by any of the Released Defendant's Persons relating to any agreement, transaction, occurrence, conduct, or fact that was at issue in the Actions, including, but not limited to, claims related to the Merger, any filings made with the SEC in connection with the Merger, any other disclosure relating to or concerning the Merger, or the involvement of any of the Released Defendant's Persons with respect to any of the foregoing; provided, however, that the Released Plaintiffs' Claims shall not include any claims to enforce the Stipulation or Settlement.

"Released Defendant's Persons" means Defendant, Crown, Revance, and their attorneys, and their respective current and former, direct or indirect parents, subsidiaries, affiliates, controlling persons, stockholders, employees, officers, directors, agents, fiduciaries, predecessors, successors, trusts, trustees, trust beneficiaries, investment funds, investment accounts, investment vehicles, family members, spouses, heirs, executors, estates, administrators, assigns, beneficiaries, distributees, foundations, joint ventures, general or limited partners, members, managers, managing members, attorneys, insurers, reinsurers, underwriting and claims manager (in their capacities as such with respect to the policies applicable to the Actions only), advisors (including, without limitation, financial and investment advisors), consultants, other affiliated persons, and representatives, and with respect to each of the foregoing, their respective former or current, direct or indirect parents, subsidiaries, affiliates, controlling Persons, stockholders, employees, officers, directors, agents, fiduciaries, predecessors, successors, trusts, trustees, trust beneficiaries, family members, spouses, heirs, executors, estates, administrators, assigns, beneficiaries, distributees, foundations, joint ventures, general or limited partners, members, managers, managing members, attorneys, advisors, consultants, other affiliated persons, and representatives.

(ii) **Release of Claims by Defendant:** As of the Effective Date, Defendant shall thereupon fully, finally, and forever release, settle, and discharge the Released Plaintiffs' Persons from and with respect to every one of the Released Defendant's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendant's Claims against the Released Plaintiffs' Persons.

"Released Defendant's Claims" means any and all Claims, including Unknown Claims, against Released Plaintiffs' Persons that arise out of or relate to the institution, prosecution, or settlement of the Claims

asserted in the Actions, excluding Claims relating to the enforcement of the Settlement.

“Released Plaintiffs’ Persons” means Plaintiffs, their attorneys, and the other Class Members, and their past or present families, parents, subsidiaries, affiliates, assigns, assignees, predecessors, or successors, as well as any and all of their current or former officers, directors, managing directors, executives, employees, trusts, trustees, associates, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, members of their immediate families, agents or other persons acting on their behalf, underwriters, insurers, reinsurers, attorneys, advisors, consultants, bankers, financial advisors, publicists, auditors, accountants, successors, assigns, creditors, administrators, heirs or estates.

“Unknown Claims” means, Claims that Plaintiffs or any other Class Member or Defendant do not know or suspect to exist in his, her, or its favor at the time of the Release of the Released Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendant shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Settling Parties acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to Released Plaintiffs’ Claims and the Released Defendant’s Claims, but that it is the intention of Plaintiffs and Defendant to completely, fully, finally, and forever extinguish any and all Released Plaintiffs’ Claims and Released Defendant’s Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendant acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

35. By Order of the Court, all proceedings against Defendant in the Actions, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against Defendant or Released Defendant’s Persons asserting any Released Plaintiffs’ Claims pending final determination of whether the Settlement should be approved.

36. If the Settlement is approved and the Effective Date occurs, no Class Member will be able to bring another action asserting the Released Plaintiffs’ Claims against any of the Released Defendant’s Persons on behalf of Revance or individually.

HOW WILL PLAINTIFFS’ COUNSEL BE PAID?

37. Plaintiffs’ Counsel have not received any payment for their services in pursuing claims in the Actions on behalf of the Class, nor have they been paid for their litigation expenses incurred in connection with the Actions. Before final approval of the Settlement, Plaintiffs’ Counsel will apply to the Court for an award of attorneys’ fees and litigation expenses to Plaintiffs’ Counsel in connection with achieving the creation of the Settlement Fund (the “Fee and Expense Award”) in an amount of up to 28% of the Settlement Fund, including expenses in the amount of up to \$25,000, as well as up to a \$5,000 incentive award for each Plaintiff paid from the Fee and Expense Award (the “Incentive Award”). The Court will determine the amount of the Fee and Expense Award and any Incentive Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. To be clear, any incentive award shall be paid from the Fee and Expense Award. Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

38. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.

39. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by Zoom, or otherwise allow Class Members to appear at the hearing remotely by video or phone, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by video or phone, it is important that you monitor the Court's docket and the Settlement website, www.rg2claims.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.rg2claims.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement website, www.rg2claims.com.**

40. The Settlement Hearing will be held on _____, 2026, at ____: __.m., either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the discretion of the Court), to, among other things: (a) determine whether the Actions may be finally maintained as a non-opt out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine whether Plaintiffs may be finally appointed as representatives for the Class and Plaintiffs' Counsel finally appointed as counsel for the Class, and whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Actions; (c) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (d) determine whether a Judgment should be entered dismissing the Actions with prejudice as against Defendant and releasing all Released Claims; (e) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (f) determine whether Plaintiffs' Counsel's requested Fee and Expense Award and/or Incentive Award should be approved; (g) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to Plaintiffs' Counsel's requested Fee and Expense Award and/or Incentive Award; and (h) consider any other matters that may properly be brought before the Court in connection with the Settlement.

41. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or the Fee and Expense Award ("**Objector**"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before _____, 2026**, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection specified in paragraph **42** below, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File & Serve*Xpress*, by hand, by first-class U.S. Mail, or by express service) on Plaintiffs' Counsel and Defendant's Counsel at the addresses set forth below; and **(3)** emails a copy of the written objection to the attorneys set forth below.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware New Castle County Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware 19801
PLAINTIFFS’S COUNSEL
MONTEVERDE & ASSOCIATES PC Juan E. Monteverde The Empire State Building 350 Fifth Avenue, Suite 4740 New York, NY 10118 Tel.: (212) 971-1341 jmonteverde@monteverdelaw.com KAHN SWICK & FOTI, LLC Michael J. Palestina 1100 Poydras Street, Suite 960 New Orleans, LA 70163 Tel.: (504) 455-1400 michael.palestina@ksfcounsel.com
DEFENDANT’S COUNSEL
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Jenness Parker One Rodney Square 920 N. King St. Wilmington, DE 19801 Tel.: (302) 651-3000 Jenness.Parker@skadden.com

42. Any objections must: (i) identify the case names and civil action numbers, “*Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415” and “*Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and, if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a Class Member (*i.e.*, (i) held shares of Revance common stock as of February 6, 2025, (ii) had their shares exchanged for the Merger Consideration, and (iii) acquired their shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, and will not receive compensation as to those shares pursuant to the Securities Action Settlement). Documentation establishing that an Objector is a Class Member must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement.

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

44. If you wish to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or the Fee and Expense Award and/or Incentive Award, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiffs' Counsel and on Defendant's Counsel at the mailing and email addresses set forth in paragraph 41 above so that the notice is **received on or before** **-----, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

45. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel and Defendant's Counsel at the mailing and email addresses set forth in paragraph 41 above so that the notice is **received on or before** **-----, 2026**.

46. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiffs' Counsel.

47. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Award and/or Incentive Award, or any other matter related to the Settlement or the Actions, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

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

48. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Actions, you are referred to the papers on file in the Actions, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation, the complaints, and any related orders entered by the Court will be posted on the Settlement website, www.rg2claims.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: [RG/2 Claims Administration, LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Phone \(866\) 742-4955 Fax: \(215\) 827-5551 Email: info@rg2claims.com](mailto:info@rg2claims.com) or contact Plaintiffs' Counsel at the contact information for Plaintiffs' Counsel provided at paragraph 41.

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

49. If you are a broker or other nominee that held shares of Revance common stock for a beneficial Class member, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to [RG/2 Claims Administration, LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Phone \(866\) 742-4955 Fax: \(215\) 827-5551 Email: info@rg2claims.com](mailto:info@rg2claims.com). If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

50. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the

Settlement website, www.rg2claims.com by calling the Settlement Administrator toll free at 1-866-742-4955, or by emailing the Settlement Administrator at info@rg2claims.com

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY
REGARDING THIS NOTICE.**

Dated: ----, 2026

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE

Multi-Case Filing Detail: The document above has been filed and/or served into multiple cases, see the details below including the case number and name.

Transaction Details

Court: DE Court of Chancery Civil Action

Document Type: Exhibits

Transaction ID: 80282914

Document Title: Exhibit A-1 to the
Stipulation and Agreement of Settlement,
Compromise, and Release

Submitted Date & Time: Aug 10 2026 11:48AM

Case Details

Case Number	Case Name
2025-1415-NAC	Dena A. Gilmore, On Behalf of Herself and All Others Similarly Situatedv.Mark J. Foley
2026-0177-NAC	Seane Jones v. Mark J. Foley



EXHIBIT A-2

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DENA A. GILMORE, On Behalf of Herself and All
Others Similarly Situated,

Plaintiff,

v.

MARK J. FOLEY,

Defendant.

C.A. No. 2025-1415-NAC

SEANE JONES, on behalf of himself and similarly
situated stockholders,

Plaintiff,

v.

MARK J. FOLEY,

Defendant.

C.A. No. 2026-0177-NAC

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. You are a Class Member if you are a former holder, whether beneficial or of record (including as necessary for relief the legal representatives, heirs, successors-in-interest, transferees, and assignees of such holders) of Revance Therapeutics, Inc. ("Revance") common stock as of the February 6, 2025 closing of the merger between Revance and Crown Laboratories, Inc. ("Crown") (the "Merger") who (i) received \$3.65 per share in cash in exchange for their shares of Revance common stock ("Merger Consideration") (on February 6, 2025), and (ii) acquired your shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, but will not receive compensation as to those shares pursuant to the settlement in the consolidated securities class action styled *In re Revance Therapeutics, Inc. Securities Litigation*, Case No. 3:25-cv-0018-EJR (M.D. Tenn.) (the "Securities Action" and the "Securities Action Settlement"). To recover as a Class Member based on your claims in the above-captioned actions entitled *Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415 and *Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177 (the "Litigation" or "Actions"), you must complete and, on page 3 hereof, sign this Proof of Claim and Release. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, postmarked or received by the date shown below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.

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

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN IF READILY AVAILABLE, NO LATER THAN -----, 2026 TO THE COURT-APPOINTED SETTLEMENT ADMINISTRATOR IN THIS CASE, AT THE FOLLOWING ADDRESS:

Revance Therapeutics Merger Stockholder Litigation
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Toll-Free: (866) 742-4955
Facsimile: (215) 827-5551
Email: info@rg2claims.com

Online Submissions: www.rg2claims.com

If you are NOT a Member of the Class (as defined in the Notice of Pendency and Proposed Settlement of Class Actions (the “Notice”)), DO NOT submit a Proof of Claim and Release.

4. If you are a Class Member, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. CLAIM FORM

Pursuant to the proposed Plan of Allocation, Class Members who submit a valid Proof of Claim to the Settlement Administrator may share in the recovery, *pro rata* with their stock holdings (the proposed “Plan of Allocation”). Your actual recovery will be a proportion of the Net Settlement Fund determined by your claim as compared to the total claims of all eligible Class Members who submit acceptable Proofs of Claim.

Please complete the entire form below. Use this form to state the number of shares of Revance common stock that you held at the closing of the Merger (on February 6, 2025), and (ii) acquired either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, and which were cashed out for \$3.65 per share. If readily available, please provide copies of broker confirmations or other documentation, such as trade confirmations or screen shots, of your holdings in Revance stock, as attachments to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are helpful to prove and expedite processing your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

PROOF OF CLAIM AND RELEASE

Must Be Postmarked or Received No Later Than:
_____, 2026

PART I: CLAIMANT IDENTIFICATION

Name:		
Address:		
City:	State:	Zip or Postal Code:
Foreign Province:	Foreign Country:	
Day Phone:	Evening Phone:	
Email:		
Claimant Type (Individual, Joint, Corporation, etc.): _____		
Record Owner's Name: (If different from beneficial owner listed above)		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

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

1. HOLDINGS AS OF FEBRUARY 29, 2024 – State the total number of shares of Revance common stock held as of the opening of trading on February 29, 2024.

If none, write “zero” or “0.”

(Must be documented.)

2. PURCHASES/ACQUISITIONS BETWEEN FEBRUARY 29, 2024 AND FEBRUARY 6, 2025 – Separately list every purchase/acquisition of Revance common stock from after the opening of trading on February 29, 2024 through and including the close of trading on February 6, 2025. (Must be documented.)

Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. SALES BETWEEN FEBRUARY 29, 2024 AND FEBRUARY 6, 2025 – Separately list each sale/disposition of Revance common stock from after the opening of trading on February 29, 2024 through and including the close of trading on February 6, 2025. (Must be documented.)

Date of Sale (Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

4. END HOLDINGS – State the total number of shares of publicly-traded Revance common stock held as of the close of the Merger on February 6, 2025 that were exchanged for \$3.65 per share in connection with the closing of the Merger.

If none, write “zero” or “0.”

(Must be documented.)

PART III:**SECURITIES ACTION SETTLEMENT QUESTIONS**

1. Did you submit any claims related to your Revance holdings in connection with the Securities Action or Securities Action Settlement? ____ Yes ____ No. **IF YES, provide a copy of that claim form.**

2. Have you received any payments in connection with any claim submitted in connection with the Securities Action or Securities Action Settlement? ____ Yes ____ No. **IF YES, how much was the payment?** _____

YOUR SIGNATURE ON PAGE 4 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE DESCRIBED IN THE NOTICE ISSUED WITH THIS PROOF OF CLAIM FORM.

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the Court of Chancery of the State of Delaware with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Settlement Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with my (our) holding of Revance common stock as of the closing of the Merger (on February 6, 2025), unless stated otherwise above regarding the Securities Action Settlement.

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

I (We) hereby warrant and represent that I (we) have included information (including supporting documentation if readily available) about the number of shares of Revance stock held by me (us) as of the closing of the Merger (on February 6, 2025).

I (We) hereby warrant and represent that I (we) held Revance shares as of the closing of the Merger (on February 6, 2025); that I (we) had my (our) shares exchanged for \$3.65 per share in connection with the closing of the Merger; that I (we) acquired said shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, and that I am not to the best of my knowledge eligible to receive and I have not received compensation as to those shares pursuant to the Securities Action Settlement.

I (We) hereby warrant and represent that I am (we are) not a Defendant or other person excluded from the Class.

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

Executed this _____ day of _____ (Month/Year)

in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

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

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach copies of supporting documentation, if readily available.
3. Do not send originals of stock certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. Do not use red pen or highlighter on the Proof of Claim and Release or supporting documentation.

THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE AT www.rg2claims.com/revance.html BY ---, 2026 OR, IF MAILED, POSTMARKED NO LATER THAN -----, 2026, ADDRESSED AS FOLLOWS:

Revance Therapeutics Merger Stockholder Litigation

RG/2 Claims Administration LLC

P.O. Box 59479

Philadelphia, PA 19102-9479

Toll-Free: (866) 742-4955

Facsimile: (215) 827-5551

Email: info@rg2claims.com

Online Submissions: [www.rg2claims.com/\[\]](http://www.rg2claims.com/[]).html

Multi-Case Filing Detail: The document above has been filed and/or served into multiple cases, see the details below including the case number and name.

Transaction Details

Court: DE Court of Chancery Civil Action **Document Type:** Exhibits

Transaction ID: 80282914

Document Title: Exhibit A-2 to the
Stipulation and Agreement of Settlement,
Compromise, and Release

Submitted Date & Time: Aug 10 2026 11:48AM

Case Details

Case Number	Case Name
2025-1415-NAC	Dena A. Gilmore, On Behalf of Herself and All Others Similarly Situatedv.Mark J. Foley
2026-0177-NAC	Seane Jones v. Mark J. Foley



EXHIBIT A-3

Monteverde & Associates PC and Kahn Swick & Foti, LLC Announce Proposed Class Action Settlement on Behalf of Holders of Revance Therapeutics, Inc. Common Stock

New York, New York, _____, 2026 / PRNewswire

TO: ALL RECORD HOLDERS AND ALL BENEFICIAL HOLDERS OF REVANCE THERAPEUTICS, INC. (“REVANCE” OR THE “COMPANY”) COMMON STOCK WHO HELD SUCH STOCK AS OF THE FEBRUARY 6, 2025 CLOSING OF THE MERGER BETWEEN REVANCE AND CROWN LABORATORIES, INC. (“CROWN”) (THE “MERGER”) AND (i) HAD YOUR SHARES EXCHANGED FOR \$3.65 PER SHARE IN CONNECTION WITH THE CLOSING OF THE MERGER (ON FEBRUARY 6, 2025), AND (ii) ACQUIRED YOUR SHARES EITHER (A) PRIOR TO FEBRUARY 29, 2024, OR (B) BETWEEN FEBRUARY 29, 2024 AND FEBRUARY 6, 2025, BUT ARE NOT ELIGIBLE TO RECEIVE COMPENSATION AS TO SOME OR ALL OF THOSE SHARES PURSUANT TO THE SETTLEMENT IN THE CONSOLIDATED SECURITIES CLASS ACTION STYLED *IN RE REVANCE THERAPEUTICS, INC. SECURITIES LITIGATION*, CASE NO. 3:25-CV-0018-EJR (M.D. TENN.)

The purpose of this notice (the “Summary Notice”) is to inform you of: (i) the class action lawsuits captioned *Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415 and *Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177 (the “Actions”); (ii) the proposed settlement of the Actions between Plaintiffs and Defendant for \$2,400,000.00 (the “Settlement”); and (iii) the hearing to be held by the Court in connection with the proposed Settlement. The hearing will be held in the Court, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the discretion of the Court), _____, 2026, at _____.m. (the “Settlement Hearing”) for the purposes of determining, among other things: (a) whether the Actions may be finally maintained as a non-opt out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine whether Plaintiffs may be finally appointed as representatives for the Class and Plaintiffs’ Counsel finally appointed as counsel for the Class, and whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the interests of the Class in the

Actions; (c) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (d) whether the Order and Final Judgment should be entered dismissing the Actions with prejudice as against Defendant and releasing all Released Plaintiffs' Claims against Defendant and all Released Defendant's Persons; (e) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (f) whether the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses and any incentive award should be approved; and (g) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses.¹

IF YOU HELD REVANCE COMMON STOCK AS OF THE FEBRUARY 6, 2025 CLOSING OF THE MERGER AND (i) HAD YOUR SHARES EXCHANGED FOR \$3.65 PER SHARE AND (ii) ACQUIRED YOUR SHARES EITHER (A) PRIOR TO FEBRUARY 29, 2024, OR (B) BETWEEN FEBRUARY 29, 2024 AND FEBRUARY 6, 2025, BUT ARE NOT ELIGIBLE TO RECEIVE COMPENSATION AS TO THOSE SHARES PURSUANT TO THE SETTLEMENT IN THE CONSOLIDATED SECURITIES CLASS ACTION STYLED *IN RE REVANCE THERAPEUTICS, INC. SECURITIES LITIGATION*, CASE NO. 3:25-CV-0018-EJR (M.D. TENN.), YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION, INCLUDING THE RELEASE AND EXTINGUISHMENT OF CLAIMS YOU MAY POSSESS RELATING TO YOUR HOLDING(S) OF REVANCE COMMON STOCK. If you have not received

¹ Any capitalized terms used in this Summary Notice that are not otherwise defined in this Summary Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise and Release Between Plaintiffs and Defendants, dated August 7, 2026 (the "Stipulation"). A copy of the Stipulation is available at www.rg2claims.com.

the Notice of Pendency of Stockholder Class Actions and Proposed Settlement, Settlement Hearing, and Right to Appear (“Notice”) and the Proof of Claim and Release form, you may obtain copies by writing to **Revance Therapeutics Merger Stockholder Litigation**, RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, or info@rg2claims.com, by telephone at 1-866-742-4955, or on the Internet at www.rg2claims.com. If you are a member of the Class (“Class Member”), in order to share in the distribution of the Net Settlement Fund, **you must submit a Proof of Claim and Release by mail, postmarked no later than _____, 2026, or online at www.rg2claims.com.html no later than _____, 2026**, establishing that you are entitled to recovery.

Any Class Member who objects to the Stipulation, the Settlement, the Judgment to be entered in the Actions, Plaintiffs’ Counsel’s application for attorneys’ fees and expenses, or the application for an incentive award (“Objector”), or who otherwise wishes to be heard, may appear in person or by such Class Member’s attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown or as the Court otherwise directs, no Objector shall be heard and no papers, briefs, pleadings, or other documents submitted by any Person shall be considered by the Court unless, not later than _____, 2026 (fourteen (14) calendar days prior to the Settlement Hearing), such Objector files with the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and serves upon counsel (listed below) a written objection that: (i) identifies the case name and civil action number, “*Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415” and “*Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177”; (ii) states the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) is signed by the Objector; (iv) contains a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal

and evidentiary support the Objector wishes to bring to the Court's attention, and, if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) includes documentation sufficient to prove that the Objector is a Class Member (*i.e.*, (i) held shares of Revance common stock as of February 6, 2025, (ii) had their shares exchanged for the Merger Consideration, and (iii) acquired their shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, but are not eligible to receive compensation as to some or all of those shares pursuant to the Securities Action Settlement).

PLEASE DO NOT CONTACT THE COURT OR THE COURT'S CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Plaintiffs' Counsel at the addresses listed on the left below:

MONTEVERDE & ASSOCIATES PC

Juan E. Monteverde
The Empire State Building
350 Fifth Avenue, Suite 4740
New York, New York 10118
Tel: (212) 971-1341
jmonteverde@monteverdelaw.com

KAHN SWICK & FOTI, LLC

Michael J. Palestina
1100 Poydras Street, Suite 960
New Orleans, Louisiana 70163
Tel: (504) 455-1400
michael.palestina@ksfcounsel.com

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Jenness Parker
One Rodney Square
920 N. King St.
Wilmington, DE 19801
Tel.: (302) 651-3000
Jenness.Parker@skadden.com

Dated: _____, 2026

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE

SOURCE: Monteverde & Associates PC

Multi-Case Filing Detail: The document above has been filed and/or served into multiple cases, see the details below including the case number and name.

Transaction Details

Court: DE Court of Chancery Civil Action **Document Type:** Exhibits

Transaction ID: 80282914

Document Title: Exhibit A-3 to the
Stipulation and Agreement of Settlement,
Compromise, and Release

Submitted Date & Time: Aug 10 2026 11:48AM

Case Details

Case Number	Case Name
2025-1415-NAC	Dena A. Gilmore, On Behalf of Herself and All Others Similarly Situatedv.Mark J. Foley
2026-0177-NAC	Seane Jones v. Mark J. Foley



EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DENA A. GILMORE, On Behalf of
Herself and All Others Similarly
Situating,

Plaintiff,

v.

MARK J. FOLEY,

Defendant.

C.A. No. 2025-1415-NAC

SEANE JONES, on behalf of himself
and similarly situated stockholders,

Plaintiff,

v.

MARK J. FOLEY,

Defendant.

C.A. No. 2026-0177-NAC

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, two stockholder class actions are pending in this Court, entitled *Dena A. Gilmore v. Mark J. Foley*, C.A. No. 2025-1415 and *Seane Jones v. Mark J. Foley*, C.A. No. 2026-0177 (the “Actions”);

WHEREAS, a Stipulation and Agreement of Settlement, Compromise, and Release dated as of August 7, 2026 (the “Stipulation”) has been entered into by and among: (i) Plaintiffs Dena A. Gilmore and Seane Jones (“Plaintiffs”) and Defendant Mark J. Foley (“Defendant,” and, together with Plaintiffs, the “Settling Parties”);

WHEREAS, the Stipulation provides for a settlement, subject to the approval of this Court, reached between Plaintiffs and Defendant and for dismissal of the Actions with prejudice as against Defendant and the release of all Released Claims against Defendant and all other and further Released Defendant's Persons and Released Plaintiffs' Persons upon the terms and conditions set forth in the Stipulation (the "Settlement");

WHEREAS, by Order dated _____, 2026 (the "Scheduling Order"), this Court: (i) preliminarily consolidated the Action and certified the Class solely for purposes of effectuating the Settlement; (ii) ordered that notice of the proposed Settlement be provided to potential Class Members; (iii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Award and/or Incentive Award; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on _____, 2026 (the "Settlement Hearing") to consider, among other things: (i) whether the Actions should be consolidated and the Class (defined below) should be permanently certified by the Court; (ii) whether Plaintiffs may be finally appointed as representatives for the Class and Plaintiffs' Counsel finally appointed as counsel for the Class, and whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Actions; (iii) whether the terms and conditions of the

Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; (iv) whether a Judgment should be entered dismissing the Actions with prejudice as against Defendant and releasing all Released Plaintiffs' Claims against Defendant and all other and further Released Defendant's Persons; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (vi) whether the Fee and Expense Award and Incentive Award should be approved; and

WHEREAS, it appearing that due notice of the Settlement Hearing has been given in accordance with the Scheduling Order; the Settling Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, Plan of Allocation, and the Fee and Expense Award and/or Incentive Award; the attorneys for the respective Settling Parties having been heard; an opportunity to be heard having been given to all other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to Class Members was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Judgment.

2. The Court has jurisdiction over the subject matter of the Actions, and all matters relating to the Settlement of the Actions, as well as personal jurisdiction over the Settling Parties and each of the Class Members, and it is further determined that Plaintiffs, Defendant, and the Class, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Judgment.

3. The mailing of the Notice, substantially in the form attached as **Exhibit A-1** to the Stipulation, and publication of the Summary Notice, substantially in the form attached as **A-3** to the Stipulation, pursuant to and in the manner prescribed in the Scheduling Order is hereby determined to be the best notice practicable under the circumstances and in full compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

4. The Court hereby finally consolidates the Actions and certifies, for purposes of the Settlement only, the Actions as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following class (the “Class”):

All former holders, whether beneficial or of record (including as necessary for relief the legal representatives, heirs, successors-in-interest, transferees, and assignees of such holders), and solely in their capacities as such, of Revance common stock, as of the February 6, 2025 closing of the Merger who (i) received \$3.65 per share in cash in exchange for their shares of Revance common stock (“Merger

Consideration”) and (ii) acquired their shares either (a) prior to February 29, 2024, or (b) between February 29, 2024 and February 6, 2025, but who are not eligible to receive compensation as to some or all of those shares pursuant to the Securities Action Settlement.

Excluded from the Class are (i) Defendant; (ii) Crown; (iii) any person who is, or was at the closing of the Merger, an officer or director of Revance or Crown; (iv) the immediate family members of any of the foregoing; (v) any trusts, estates, entities, or accounts that held Revance common stock for the benefit of any of the foregoing; (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the persons or entities identified in clauses (i) through (v); and (vii) the holders of any shares of Revance common stock purchased or otherwise acquired during the period from February 29, 2024 through the close of the Transaction on February 6, 2025 that are eligible to receive compensation pursuant to the Securities Action Settlement, but only as to the shares that are eligible to receive compensation pursuant to the Securities Action Settlement, and any claims arising from the purchase, acquisition, or holding of such shares that are included in, released by, or otherwise subject to the Securities Action Settlement.

5. The Court hereby finally appoints Plaintiffs as class representatives for the Class and finally appoints Monteverde & Associates PC and Kahn Swick & Foti, LLC as counsel for the Class. Plaintiffs and Plaintiffs’ Counsel have fairly and adequately represented the Class both in terms of litigating the Actions and for purposes of entering into and implementing the Settlement.

6. For purposes of the Settlement only, the Court finds that each element required for consolidation of the Actions and certification of the Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) has been met in that: (a) the Class Members are so numerous that their joinder in the Actions would be

impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the Actions and the Settlement, Plaintiffs and Plaintiffs' Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendant, and, as a practical matter, the disposition of the Actions as against Defendant would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendant is alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

7. The Settlement as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Class.

8. Pursuant to Court of Chancery Rule 23, this Court fully and finally approves the Settlement in all respects, and the Settling Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Judgment.

9. The terms of the Stipulation and of this Judgment shall be binding upon and inure to the benefit of the Settling Parties and the Released Parties.

10. Upon the Effective Date hereof, and as provided in the Stipulation, without further action by anyone, Plaintiffs (as Class Representatives), on behalf of themselves and all Class Members, in his, her or its capacity as a holder of Revance stock, and anyone claiming through or on behalf of any of them, shall be deemed to have, and by operation of this Order and Final Judgment, shall have, fully, finally, and forever resolved, discharged, relinquished, released, waived, settled, and dismissed with prejudice any and all of Released Plaintiffs' Claims (including, without limitation, Unknown Claims) against Defendant and each and all of the Released Defendant's Persons, regardless of whether a Class Member executes and delivers a Proof of Claim and Release, and shall forever be enjoined from prosecuting such claims, except that claims relating to the enforcement of the Settlement shall not be released.

11. Upon the Effective Date hereof, and as provided in the Stipulation, without further action by anyone, Defendant shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Class Members, Plaintiffs' Counsel, and all other and further Released Plaintiffs' Persons from all Released Defendant's Claims (including, without limitation, Unknown Claims), and shall forever be enjoined from prosecuting such claims.

12. The Settling Parties represent and agree that the terms of the Settlement were negotiated at arm's-length and in good-faith, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13. Plaintiffs' Counsel is hereby awarded a Fee and Expense Award in the sum of \$ _____, inclusive of the \$ _____ Incentive Award to each Plaintiff, which sum the Court finds to be fair and reasonable. The Fee and Expense Award and Incentive Award shall be paid solely out of the Settlement Fund. Neither Plaintiffs, nor Plaintiffs' Counsel, nor any Class Member shall make, or assist any other counsel in making, any application for an award of fees, costs, or expenses in any other jurisdiction from Defendant.

14. The Court hereby finds and concludes that the formula for the calculation of payments to Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class Members with due consideration having been given to administrative convenience and necessity. Therefore, the Plan of Allocation is hereby approved. When ready, Plaintiffs' Counsel are hereby authorized to direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Authorized Claimants in accordance with the Plan of Allocation stated in the Notice, without further order of this Court.

15. The binding effect of this Judgment and the obligations of Plaintiffs, Class Members, and Defendant under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Judgment that relates solely to the issue of attorneys' fees, costs, and expenses or to any plan of allocation.

16. The Settling Parties and all Class Members shall be and are deemed bound by the Stipulation and this Judgment. This Judgment, including the release of all Released Plaintiffs' Claims against all the Released Defendant's Persons, shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the Released Defendant's Parties.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) this Judgment shall be rendered null and void and shall be vacated; (b) all orders entered and releases delivered in connection herewith shall be null and void; (c) all of the Settling Parties shall be deemed to have reverted to their respective litigation statuses as of immediately prior to the execution of the Stipulation of Settlement on August 7, 2026, and they shall proceed in all respects as if the Term Sheet and the Stipulation had not been executed and any related orders had not been entered; (d) all of their respective claims and defenses as to any issue in the Actions shall be preserved without prejudice in any way; (e) the statements made in connection with the negotiation of the Term Sheet and the

Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Actions, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Actions; and (f) no materials created by or received from another Settling Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Actions or in any other litigation.

18. Neither the Term Sheet, the Stipulation, nor the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Settling Party of any wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each Settling Party. Neither the Term Sheet, the Stipulation, nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an

admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of Defendant or the Released Defendant's Persons, or of any infirmity of any defense, or of any damage to Plaintiffs or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against any of Defendant or the Released Defendant's Persons concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Actions, or of any purported liability, fault, or wrongdoing of Defendant or the Released Defendant's Persons or of any injury or damages to any Person; (c) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or finding that any of Plaintiffs' claims are without merit, that any of Defendant had meritorious defenses, or that damages recoverable from Defendant in the Actions would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Actions, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or this Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Judgment has res judicata, collateral estoppel,

or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or this Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

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

20. Without further order of the Court, the Settling Parties may agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any of the Exhibits attached thereto to effectuate the Settlement that are not materially inconsistent with this Judgment.

21. Without affecting the finality of this Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

22. All claims asserted in the Actions against Defendant are hereby dismissed with prejudice, on the merits, and without fees, costs, or expenses.

Dated: _____

Vice Chancellor Nathan A. Cook

Multi-Case Filing Detail: The document above has been filed and/or served into multiple cases, see the details below including the case number and name.

Transaction Details

Court: DE Court of Chancery Civil Action **Document Type:** Exhibits

Transaction ID: 80282914

Document Title: Exhibit B to the
Stipulation and Agreement of Settlement,
Compromise, and Release

Submitted Date & Time: Aug 10 2026 11:48AM

Case Details

Case Number	Case Name
2025-1415-NAC	Dena A. Gilmore, On Behalf of Herself and All Others Similarly Situatedv.Mark J. Foley
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