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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 5, 2026

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**ARCUTIS BIOTHERAPEUTICS, INC.**  
(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction  
of incorporation)

001-39186  
(Commission  
File Number)

81-2974255  
(IRS Employer  
Identification Number)

3027 Townsgate Road, Suite 300  
Westlake Village, CA 91361  
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (805) 418-5006

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	ARQT	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.07 Submission of Matters to a Vote of Security Holders**

On June 5, 2026, Arcutis Biotherapeutics, Inc. (the “Company”) held its 2026 Annual Meeting of Stockholders (the “Annual Meeting”). At the Annual Meeting, the Company’s stockholders voted on three proposals, each of which is described in more detail in the Company’s definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on April 21, 2026. Only stockholders of record as of the close of business on April 8, 2026, the record date for the Annual Meeting, were entitled to vote at the Annual Meeting. As of the record date, 125,073,249 shares of the Company’s common stock were outstanding and entitled to vote at the Annual Meeting. All matters voted on at the Annual Meeting were approved. The tabulation of the stockholder votes on each proposal brought before the Annual Meeting is as follows:

Proposal 1. The election of three Class III directors to hold office until the 2029 annual meeting of stockholders or until their respective successors are elected:

<b>Nominee</b>	<b>Votes for</b>	<b>Votes withheld</b>	<b>Broker Non-Votes</b>
Patrick J. Heron	62,830,439	30,446,098	14,868,017
Neha Krishnamohan	74,956,903	18,319,634	14,868,017
Todd Franklin Watanabe	75,771,853	17,504,684	14,868,017

Proposal 2. The ratification of the selection, by the Audit Committee of the Board of Directors, of Ernst & Young LLP, as the independent registered public accounting firm of the Company for the fiscal year ending December 31, 2026:

<b>Votes for</b>	<b>Votes against</b>	<b>Abstentions</b>
107,867,442	15,748	261,364

Proposal 3. Approval, on a non-binding advisory basis of the compensation of the Company’s named executive officers:

<b>Votes for</b>	<b>Votes against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
88,728,269	3,723,408	824,860	14,868,017

**Item 8.01 Other Events**

As part of a regular review of the corporate governance practices of the Company and in an effort to continue to attract and retain qualified members of the Company’s Board of Directors (the “Board”), which includes compensating eligible non-employee directors appropriately for their services, the Compensation Committee of the Board recommended to the Board, and the Board approved, revisions to the Arcutis Biotherapeutics, Inc. Amended and Restated Non-Employee Director Compensation Program (the “A&R Program”), which provides annual cash and equity compensation on the terms and conditions contained therein. The A&R Program became effective as of the Annual Meeting.

The foregoing description of the A&R Program is only a summary and is qualified in its entirety by the full text of the A&R Program, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Amended and Restated Non-Employee Director Compensation Program</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ARCUTIS BIOTHERAPEUTICS, INC.**

Date: June 09, 2026

By: /s/ Latha Vairavan

Latha Vairavan  
*Chief Financial Officer*

**ARCUTIS BIOTHERAPEUTICS, INC.**  
**AMENDED AND RESTATED NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM**

This Arcutis Biotherapeutics, Inc. (the “*Company*”) Amended and Restated Non-Employee Director Compensation Program (this “*Program*”) has been adopted under the Company’s 2020 Equity Incentive Plan (the “*Plan*”) and shall be effective, as amended and restated herein, as of June 5, 2026 (the “*Effective Date*”). Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Plan.

***Cash Compensation***

Effective upon the Effective Date, annual retainers will be paid in the following amounts to Non-Employee Directors:

*Board Service*

Non-Employee Director	\$ 50,000
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*Additional Board Service*

Non-Executive Chair	\$ 40,000
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*Additional Committee Service*

	Chair	Non-Chair
Audit Committee Member	\$ 20,000	\$ 10,000
Compensation Committee Member	\$ 18,000	\$ 9,000
Nominating and Corporate Governance Committee Member	\$ 10,000	\$ 5,000

All annual retainers will be additive and paid in cash quarterly in arrears promptly following the end of the applicable calendar quarter, but in no event more than 30 days after the end of such quarter. If a Non-Employee Director does not serve as a Non-Employee Director, or in the applicable positions described above, for an entire calendar quarter, the retainer paid to such Non-Employee Director shall be prorated for the portion of such calendar quarter actually served as a Non-Employee Director, or in such position, as applicable.

***Equity Compensation***

## Initial Equity Award

Unless otherwise approved by the Board prior to commencement of services of an applicable Non-Employee Director following the Effective Date, each Non-Employee Director who is initially elected or appointed to serve on the Board shall be granted an option to purchase the greatest number of whole shares of Common Stock (the “*Initial Option*”) having a Grant Date Fair Value equal to or less than \$350,000. For purposes hereof, “*Grant Date Fair Value*” means the fair value of an award as of the date of grant as determined in accordance with ASC Topic 718, “Share-Based Payment”, using the Black-Scholes pricing model and the valuation assumptions used by the Company in accounting for options (or restricted stock units, as applicable) as of such date of grant, except that, in lieu of using the closing trading price as of the date of grant (or the immediately preceding trading day) for the value of Common Stock in such calculation, the value of Common Stock used in determining Grant Date Fair Value shall be equal to the average closing trading price of a share of Common Stock over the 30 trading days immediately preceding, but excluding, the date of grant.

The Initial Option will be automatically granted on the date on which such Non-Employee Director commences service on the Board, and will vest as to one-third of the shares subject thereto on each anniversary of the applicable grant date such that the shares subject to the Initial Option are fully vested on the third anniversary of the grant date, subject to the Non-Employee Director continuing in service on the Board through each such vesting date.

## Annual Equity Award

Each Non-Employee Director who will continue or begin to serve as a Non-Employee Director immediately following each annual meeting of the Company's stockholders (each, an "**Annual Meeting**"), shall be granted on the date of such Annual Meeting an equity award (the "**Annual Award**" and, together with the Initial Option, the "**Director Awards**") having a Grant Date Fair Value of approximately \$350,000 that is comprised of (1) an option to purchase the greatest number of whole shares of Common Stock (the "**Annual Option**") having a Grant Date Fair Value equal to or less than \$227,500 (65% of \$350,000), and (2) an award of the greatest number of restricted stock units (the "**Annual RSU Award**") having a Grant Date Fair Value equal to or less than \$122,500 (35% of \$350,000); *provided*, that if a Non-Employee Director is first appointed or elected on a date other than the date of an Annual Meeting, then such Non-Employee Director shall be granted automatically on such date of appointment or election a pro-rated Annual Award based on the number of days remaining in the period commencing on the date of the immediately preceding Annual Meeting and ending on the estimated date of the Annual Meeting to be held immediately following the date of such appointment or election.

Each Annual Award will be automatically granted on the date of the applicable Annual Meeting (or date of appointment or election in the case of a Non-Employee Director who is appointed or elected on a date other than the date of an Annual Meeting), and will vest in full on the earlier of (i) the first anniversary of the grant date and (ii) immediately before the Annual Meeting following the grant date, subject to the Non-Employee Director continuing in service on the Board through such vesting date.

Except as otherwise determined by the Board, no portion of a Director Award which is unvested at the time of a Non-Employee Director's termination of Service on the Board shall become vested and exercisable thereafter.

Directors who are Employees who subsequently terminate their employment with the Company and any Subsidiary and remain Directors will not receive an Initial Option, but to the extent that they are otherwise eligible, will be eligible to receive, after termination from employment with the Company and any Subsidiary, Annual Awards as described above.

### ***Election to Defer Issuance***

General

The Board or the Compensation Committee may, in its discretion, provide each Non-Employee Director with the opportunity to defer the issuance of the shares underlying RSUs granted under this Program, including Annual RSU Awards, that would otherwise be issued to the Non-Employee Director in connection with the vesting or grant of the RSUs until the earliest of a fixed date properly elected by the Non-Employee Director, the Non-Employee Director's termination of Service or a Change in Control. Any such deferral election ("***Deferral Election***") shall be subject to such rules, conditions and procedures as shall be determined by the Board or the Compensation Committee, in its sole discretion, which rules, conditions and procedures shall at all times comply with the requirements of Section 409A of the Code, unless otherwise specifically determined by the Board or the Compensation Committee. If an individual elects to defer the delivery of the shares underlying RSUs granted under this Program, settlement of the deferred RSUs shall be made in accordance with the terms of the Deferral Election.

## Election Method

Each Deferral Election must be submitted to the Company in the form and manner specified by the Board or its Compensation Committee. Deferral Elections must comply with the following timing requirements:

- **Initial Deferral Election.** Each individual who first becomes a Non-Employee Director may make a Deferral Election with respect to the Non-Employee Director's Annual RSU Award(s) to be granted in the same calendar year as such individual first becomes a Non-Employee Director (the "***Initial Deferral Election***"). The Initial Deferral Election must be submitted to the Company before the date that the individual first becomes a Non-Employee Director (the "***Initial Election Deadline***"), and such Initial Deferral Election shall become final and irrevocable as of such Initial Election Deadline.
- **Annual Deferral Election.** No later than December 31 of each calendar year, or such earlier deadline as may be established by the Board or the Compensation Committee, in its discretion (the "***Annual Election Deadline***"), each individual who is a Non-Employee Director as of immediately before the Annual Election Deadline may make a Deferral Election with respect to the Annual RSU Award to be granted in the following calendar year (the "***Annual Deferral Election***"). The Annual Deferral Election must be submitted to the Company on or before the applicable Annual Election Deadline and shall become final and irrevocable for the subsequent calendar year as of the applicable Annual Election Deadline.

No portion of a Director Award which is unvested at the time of a Non-Employee Director's termination of Service on the Board shall become vested and exercisable thereafter.

### ***Change in Control***

Upon a Corporate Transaction of the Company, all outstanding equity awards granted under the Plan and any other equity incentive plan maintained by the Company that are held by a Non-Employee Director shall become fully vested and/or exercisable effective as of immediately prior to the closing of such Change in Control, irrespective of any other provisions of the Non-Employee Director's Award Agreement.

### ***Reimbursements***

The Company shall reimburse each Non-Employee Director for all reasonable, documented, out-of-pocket travel and other business expenses incurred by such Non-Employee Director in the performance of such director's duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures as in effect from time to time.

***Miscellaneous***

The other provisions of the Plan shall apply to the Director Awards granted automatically under this Program, except to the extent such other provisions are inconsistent with this Program. All applicable terms of the Plan apply to this Program as if fully set forth herein, and all grants of Director Awards hereby are subject in all respects to the terms of the Plan. The grant of Director Awards under this Program shall be made solely by and subject to the terms set forth in an Award Agreement in a form to be approved by the Board and duly executed by an executive officer of the Company.

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