

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
4 Telephone: 619/231-1058
619/231-7423 (fax)
5 - and -
SHAWN A. WILLIAMS (213113)
6 Post Montgomery Center
One Montgomery Street, Suite 1800
7 San Francisco, CA 94104
Telephone: 415/288-4545
8 415/288-4534 (fax)
9 Attorneys for Plaintiff

10 [Additional counsel appear on signature page.]

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 CITY OF WARREN POLICE AND FIRE)	Case No. 1-15-CV-287794
RETIREMENT SYSTEM, Individually and on)	
14 Behalf of All Others Similarly Situated,)	<u>CLASS ACTION</u>
15)	
Plaintiff,)	STIPULATION OF SETTLEMENT
16)	
vs.)	Judge: Hon. Peter H. Kirwan
17)	Dept: 1
REVANCE THERAPEUTICS, INC., et al.,)	Date Action Filed: 05/01/15
18)	
Defendants.)	
19)	

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1 This Stipulation of Settlement dated October 31, 2016 (the “Stipulation” or “Settlement”) is
2 made and entered into by and among the following Settling Parties: (i) Plaintiff City of Warren Police
3 and Fire Retirement System (on behalf of itself and each of the Class Members), by and through its
4 counsel of record; and (ii) Defendants Revance Therapeutics, Inc. (“Revance” or the “Company”), L.
5 Daniel Browne, Lauren P. Silvernail, Jacob Waugh, Ronald W. Eastman, Phyllis Gardner, Robert
6 Byrnes, James Glasheen, Jonathan Tunnicliffe and Ronald Wooten (the “Individual Defendants”),
7 Cowen and Company, LLC, Piper Jaffray & Co., BMO Capital Markets Corp., and William Blair &
8 Company, L.L.C. (the “Underwriter Defendants”) (collectively, the “Defendants”), by and through their
9 respective counsel of record in the above-captioned action (the “Litigation”). Upon and subject to the
10 terms and conditions hereof, Plaintiff, on behalf of itself and Members of the Class, on the one hand,
11 and each of the Defendants, on the other hand (collectively, “Settling Parties”), intend this Settlement to
12 fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein) between
13 the Settling Parties (as defined herein), upon and subject to the approval of the Court and the terms and
14 conditions set forth in this Stipulation.

15 **I. THE LITIGATION**

16 On May 1, 2015, City of Warren Police and Fire Retirement System filed a complaint (the
17 “Complaint”) for violations of the federal securities laws against Defendants in the Superior Court of
18 California for the County of San Mateo.

19 Plaintiff, which purchased Revance common stock issued in connection with Revance’s follow-
20 on public offering on or about June 19, 2014 (the “Offering”), alleged that Defendants issued a
21 materially false and misleading Registration Statement and Prospectus that misled investors regarding
22 Revance’s clinical trial program, design and formulation for RT001, a physician-applied topical
23 botulinum toxin type A treatment. Defendants deny that the Registration Statement and Prospectus
24 contained any false or misleading statements.

25 On June 5, 2015, Defendants removed the case to federal court pursuant to 28 U.S.C. §1441(a).
26 On August 31, 2015, the case was remanded back to the state court. On October 5, 2015, Defendants
27 filed a Notice of Motion and Motion to Transfer Venue. On October 20, 2015, the parties entered into a
28 stipulation transferring the action to this Court. The Litigation was transferred on November 4, 2015.

1 The parties thereafter agreed to attend a mediation session conducted by a third-party neutral,
2 the Hon. Layn R. Phillips (Ret.). In advance of the mediation, the parties voluntarily exchanged non-
3 public documents, which were reviewed and analyzed. Plaintiff, the Company and the Individual
4 Defendants then submitted and exchanged mediation and reply statements summarizing their respective
5 positions. The mediation session was held on July 26, 2016. While the Settling Parties did not reach an
6 agreement to settle the Litigation at the mediation, the Settling Parties continued their negotiations
7 through Judge Phillips. These efforts culminated with the Settling Parties agreeing to settle the
8 Litigation for \$6,400,000 in cash.

9 **II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLEMENT**

10 Plaintiff believes that the claims asserted in the Litigation have merit. However, Plaintiff and its
11 counsel recognize and acknowledge the expense and length of continued proceedings necessary to
12 prosecute the Litigation against Defendants through the completion of pleading motions, class
13 certification, discovery, summary judgment, trial, post-trial motions, and appeals. Plaintiff and its
14 counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in
15 complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation.
16 Plaintiff and its counsel also are mindful of the inherent problems of proof under and possible defenses
17 to the violations asserted in the Litigation. Plaintiff and its counsel believe that the Settlement set forth
18 in this Stipulation confers substantial benefits upon the Class and is in the best interest of the Class.

19 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

20 Defendants have denied and continue to deny each and all of the claims and contentions alleged
21 by Plaintiff in the Litigation. Defendants expressly have denied and continue to deny all charges of
22 wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions
23 alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue to
24 deny, *inter alia*, the allegations that Plaintiff or Class Members have suffered damage, that the price of
25 Revance common stock was artificially inflated, or that Class Members were otherwise harmed by the
26 conduct alleged in the Litigation. Defendants have asserted and continue to assert that the Registration
27 Statement and Prospectus contained no material misstatements or omissions. Defendants have asserted
28 and continue to assert that, at all times, they acted in good faith and in a manner they reasonably

1 believed to be in accordance with all applicable rules, regulations, and laws. The Underwriter
2 Defendants have asserted and continue to assert that they conducted a reasonable investigation and had
3 reasonable ground to believe, and did believe, that the Registration Statement and Prospectus contained
4 no material misstatements or omissions.

5 Nonetheless, Defendants have concluded that further conduct of the Litigation could be
6 protracted and expensive. Defendants have taken into account the uncertainty and risks inherent in any
7 litigation, especially in complex cases like the Litigation. Defendants have, therefore, determined that it
8 is desirable and beneficial to them that the Litigation be fully and finally settled in the manner and upon
9 the terms and conditions set forth in this Stipulation.

10 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

11 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the
12 Plaintiff (for itself and the Class Members) and Defendants, by and through their respective counsel or
13 attorneys of record, that, subject to the approval of the Court, the Litigation and the Released Claims
14 shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with
15 prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation, as
16 follows.

17 **1. Definitions**

18 In addition to the terms that may be defined elsewhere in this Stipulation, the following terms as
19 used in the Stipulation have the meanings specified below:

20 1.1 “Authorized Claimant” means any Class Member whose claim for recovery has been
21 allowed pursuant to the terms of the Stipulation.

22 1.2 “Claims Administrator” means the firm of Gilardi & Co. LLC.

23 1.3 “Class” means, for settlement purposes only, all persons or entities who purchased or
24 otherwise acquired Revance common stock pursuant and/or traceable to the Registration Statement and
25 accompanying documents effective June 18, 2014 issued in connection with the Company’s June 19,
26 2014 Secondary Offering. Excluded from the Class are Defendants and their families, the officers,
27 directors and affiliates of the Defendants, at all relevant times, members of their immediate families,
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1 heirs, successors or assigns and any entity in which Defendants have or had a controlling interest. Also
2 excluded is any Person who validly requests exclusion from the Class.

3 1.4 “Class Member” or “Member of the Class” mean a Person who falls within the definition
4 of the Class as set forth in ¶1.3 above.

5 1.5 “Defendants” means Revance, the Individual Defendants, and the Underwriter
6 Defendants.

7 1.6 “Effective Date” means the first date by which all of the events and conditions specified
8 in ¶7.1 of this Stipulation have been met and have occurred.

9 1.7 “Escrow Account” means the bank account maintained by the Escrow Agent into which
10 the Settlement Amount shall be deposited as set forth herein. The Escrow Account will be managed by
11 the Escrow Agent.

12 1.8 “Escrow Agent” means the law firm of Robbins Geller Rudman & Dowd LLP or its
13 successor(s).

14 1.9 “Final” means the time when any judgment or order, including the Judgment, represents
15 a binding determination of all the issues within its scope and is not subject to further review on appeal
16 or because, without limitation, it has not been reversed, vacated, or modified in any way and is no
17 longer subject to appellate review, either because of disposition on appeal and conclusion of the
18 appellate process or because of passage, without action, of time for seeking appellate review. Without
19 limitation, “Final” refers to the later of: (i) the entry of judgment approving the Stipulation,
20 substantially in the form of Exhibit B attached hereto; (ii) the date of final affirmance on an appeal of
21 the Judgment, the expiration of the time for a petition for or a denial of a writ of certiorari to review the
22 Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review
23 pursuant to that grant; (iii) the date of final dismissal of any appeal from the Judgment or the final
24 dismissal of any proceeding or certiorari to review the Judgment; or (iv) if no appeal is filed, the
25 expiration date of the time for the filing or noticing of any appeal from the Court’s Judgment approving
26 the Stipulation, substantially in the form of Exhibit B attached hereto. However, an appeal or other
27 challenge relating solely to Plaintiff’s Fee and Expense Application or Award or the Plan of Allocation
28 shall not delay the date on which the Judgment becomes Final.

1 1.10 “Individual Defendants” means L. Daniel Browne, Lauren P. Silvernail, Jacob Waugh,
2 Ronald W. Eastman, Phyllis Gardner, Robert Byrnes, James Glasheen, Jonathan Tunnicliffe and Ronald
3 Wooten.

4 1.11 “Judgment” means the judgment to be rendered by the Court substantially in the form
5 and content attached hereto as Exhibit B.

6 1.12 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP.

7 1.13 “Person” means an individual, corporation, limited liability corporation, professional
8 corporation, limited liability partnership, partnership, limited partnership, association, joint stock
9 company, joint venture, estate, legal representative, trust, unincorporated association, government or
10 any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs,
11 predecessors, successors, representatives, or assignees.

12 1.14 “Plaintiff” means City of Warren Police and Fire Retirement System.

13 1.15 “Plaintiff’s Counsel” means Robbins Geller Rudman & Dowd LLP and Vanoverbeke
14 Michaud & Timmony, P.C.

15 1.16 “Plan of Allocation” means a plan or formula of allocation of the Settlement Fund
16 whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of
17 notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys’ fees, costs,
18 expenses, and interest as may be awarded by the Court. The Plan of Allocation is not part of the
19 Stipulation and Defendants shall have no responsibility or liability with respect thereto and any order or
20 proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or
21 affect the finality of the Final Order and Judgment.

22 1.17 “Preliminary Approval Order” means the Order Preliminarily Approving Settlement and
23 Providing for Notice as approved by the Court, substantially in the form attached hereto as Exhibit A.

24 1.18 “Proof of Claim” means a Proof of Claim and Release substantially in the form attached
25 hereto as Exhibit A-2.

26 1.19 “Related Persons” means each of a Defendant’s past, present or future parents,
27 subsidiaries, affiliates, divisions and joint ventures, and their respective directors, officers, employees,
28 partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling

1 shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks
2 or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses,
3 heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any
4 member of an Individual Defendant's immediate family, or any trust of which any Individual Defendant
5 is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family.

6 1.20 "Released Claims" shall collectively mean any and all claims, debts, demands, disputes,
7 rights, causes of action, suits, damages, or liabilities of any kind, nature, and character whatsoever
8 (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting
9 fees, and any and all other costs, expert or consulting fees, and any and all other costs, expenses or
10 liabilities whatsoever), whether under federal, state, local, statutory, common law, foreign law, or any
11 other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or
12 unliquidated, at law or in equity, matured or unmatured, including Unknown Claims (as defined in
13 ¶1.28 herein), whether or not concealed or hidden (including, but not limited to, claims for securities
14 fraud, negligence, gross negligence, professional negligence, breach of any duty of care and/or breach
15 of duty of loyalty, fraud, breach of fiduciary duty, aiding and abetting a breach of fiduciary duty, breach
16 of contract, unjust enrichment, corporate waste, or violations of any statutes, rules, duties or
17 regulations) that have been or could have been or in the future could be asserted in any forum, whether
18 foreign or domestic, by Plaintiff or any Class Member, or any Person claiming through or on behalf of
19 them, against any of the Released Parties that concern, arise out of, are based on or relate in any way,
20 directly or indirectly, to (i) the purchase or sale of Revance common stock, and (ii) the allegations,
21 facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or
22 omissions which were or could have been alleged in the Litigation, including, but not limited to,
23 allegations relating to the Prospectus or Registration Statement dated June 18, 2014. "Released Claims"
24 further includes any and all claims arising out of, based upon or related to the Settlement or resolution
25 of the Litigation, except for any alleged breaches of this Stipulation.

26 1.21 "Released Parties" means each and all of the Defendants and their Related Persons.

27 1.22 "Revance" or the "Company" mean Revance Therapeutics, Inc., its predecessors,
28 successors, direct or indirect subsidiaries, direct or indirect parents, affiliates, and divisions.

1 1.23 “Settled Defendants’ Claims” means all claims (including, but not limited to, Unknown
2 Claims as defined in ¶1.28 hereof), demands, losses, rights, and causes of action of any nature
3 whatsoever, that have been or could have been asserted in the Litigation or any forum by the Released
4 Parties or any of them against Plaintiff, Class Members, and Plaintiff’s Counsel which arise out of or
5 relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Litigation
6 (except for claims to enforce the Stipulation).

7 1.24 “Settlement Amount” means Six Million Four Hundred Thousand Dollars
8 (\$6,400,000.00) in cash to be paid to the Escrow Agent pursuant to ¶¶2.1 and 2.2 of this Stipulation.

9 1.25 “Settlement Fund” means the principal amount of Six Million Four Hundred Thousand
10 Dollars (\$6,400,000.00) in cash, plus any accrued interest.

11 1.26 “Settling Parties” means, collectively, each of the Defendants and the Plaintiff, on behalf
12 of itself and Members of the Class.

13 1.27 “Underwriter Defendants” means Cowen and Company, LLC, Piper Jaffray & Co.,
14 BMO Capital Markets Corp., and William Blair & Company, L.L.C.

15 1.28 “Unknown Claims” means (a) any Released Claims that Plaintiff or any Class Member
16 does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties
17 which, if known by him, her or it, might have affected his, her or its settlement with and release of the
18 Released Parties, or might have affected his, her or its decision(s) with respect to the Settlement; and (b)
19 any Settled Defendants’ Claims that any Released Party does not know or suspect to exist in his, her or
20 its favor at the time of the release of the Plaintiff, Class Members, and Plaintiff’s Counsel, which, if
21 known by him, her or it, might have affected his, her or its settlement with and release of the Plaintiff,
22 Class Members, and Plaintiff’s Counsel, or might have affected his, her or its decision(s) with respect to
23 the Settlement. With respect to any and all Released Claims and Settled Defendants’ Claims, the
24 Settling Parties stipulate and agree that, upon the Effective Date, Plaintiff and the Defendants shall
25 expressly waive, and each of the Class Members shall be deemed to have, and by operation of the
26 Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by
27 California Civil Code §1542 and any law of any state or territory of the United States, or principle of
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1 common law, which is similar, comparable or equivalent to California Civil Code §1542, which
2 provides:

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

8 Plaintiff and Class Members may hereafter discover facts in addition to or different from those that any
9 of them now knows or believes to be true related to the subject matter of the Released Claims, but
10 Plaintiff shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and
11 by operation of the Judgment shall have, fully, finally, and forever settled and released any and all
12 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,
13 disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have existed upon any
14 theory of law or equity now existing or coming into existence in the future, including, but not limited to,
15 conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
16 without regard to the subsequent discovery or existence of such different or additional facts. Similarly,
17 the Defendants and Released Parties may hereafter discover facts in addition to or different from those
18 that any of them now know or believe to be true related to the subject matter of the Settled Defendants’
19 Claims, but each Defendant shall expressly and each Released Party, upon the Effective Date, shall be
20 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and
21 released any and all Settled Defendants’ Claims, known or unknown, suspected or unsuspected,
22 contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist, or
23 heretofore have existed upon any theory of law or equity now existing or coming into existence in the
24 future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a
25 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
26 different or additional facts. The Settling Parties acknowledge, and Plaintiff, the Class Members, and
27 the Released Parties shall be deemed by operation of the Judgment to have acknowledged, that the
28 inclusion of “Unknown Claims” in the definition of Released Claims and Settled Defendants’ Claims
was separately bargained for and is a key element of the Settlement of which these releases are a part.

1 **2. The Settlement**

2 **a. The Settlement Fund**

3 2.1 Revance shall pay or cause to be paid the Settlement Amount into an escrow fund
4 controlled solely by the Escrow Agent, subject to court oversight, within fifteen (15) business days
5 following the later of: (a) entry of an Order granting preliminary approval of this Settlement by the
6 Court, or (b) Lead Counsel furnishing to Defendants’ counsel adequate payment instructions consisting
7 of wire transfer (including instructions and tax ID number) and by providing a completed Form W-9 for
8 the “Revance Therapeutics, Inc. Settlement Fund” to facilitate payment by check.

9 **b. The Escrow Agent**

10 2.2 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1 hereof
11 in short term United States Agency or Treasury Securities or other instruments backed by the Full Faith
12 & Credit of the United States Government or an agency thereof, or fully insured by the United States
13 Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in
14 similar instruments at their then-current market rates. All risks related to the investment of the
15 Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne
16 by the Settlement Fund and the Released Parties shall have no responsibility for, interest in, or liability
17 whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions
18 executed by the Escrow Agent, including disbursement or failure of disbursement, payment of fees,
19 costs, expenses or taxes, elections, or any other act, omission or obligation regarding the Settlement
20 Fund, including with respect to the Stipulation or further order(s) of the Court.

21 2.3 The Escrow Agent shall not disburse the Settlement Fund except as provided in the
22 Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants.

23 2.4 Subject to further order(s) and/or directions as may be made by the Court, or as provided
24 in the Stipulation, the Escrow Agent is authorized to execute such transactions as are consistent with the
25 terms of the Stipulation.

26 2.5 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
27 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
28 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

1 2.6 All costs and expenses incurred by or on behalf of Plaintiff and the Class associated with
2 the Settlement, the Escrow Account, and the Settlement Amount, including, but not limited to, any
3 administrative costs and costs of providing notice of the Settlement to the Class, and any award of
4 attorneys' fees and/or expenses to Plaintiff's Counsel, shall be paid from the Settlement Fund, and in no
5 event shall the Defendants bear any responsibility for such costs.

6 2.7 Without further order of the Court, the Settlement Fund may be used by Lead Counsel to
7 pay reasonable costs and expenses actually incurred consistent with this Stipulation in connection with
8 providing notice to the Class, locating Class Members, assisting with the submission of a claim for
9 recovery to the Claims Administrator, administering and distributing the Net Settlement Fund to
10 Authorized Claimants, processing Proof of Claim forms, and paying escrow fees and costs, if any, and
11 all Taxes and Tax Expenses (as defined herein in ¶2.8(c)). Notwithstanding the foregoing, prior to the
12 Effective Date, payment out of the Settlement Fund of any costs and/or expenses identified in this ¶2.7
13 exceeding \$200,000 shall require approval by Defendants, which approval shall not be unreasonably
14 withheld.

15 **c. Taxes**

16 2.8 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as
17 being at all times a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1. In
18 addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the
19 provisions of this ¶2.8, including the "relation-back election" (as defined in Treas. Reg. §1.468B-1)
20 back to the earliest permitted date. Such elections shall be made in compliance with the procedures and
21 requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely
22 and properly prepare and deliver the necessary documentation for signature by all necessary parties, and
23 thereafter to cause the appropriate filing to occur.

24 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended,
25 and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. The
26 Escrow Agent shall timely and properly file all informational and other tax returns necessary or
27 advisable with respect to the Settlement Fund (including, without limitation, the returns described in
28 Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.8(a) hereof) shall be

1 consistent with this ¶2.8 and in all events shall reflect that all Taxes (including any estimated Taxes,
2 interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement
3 Fund as provided in ¶2.8(c) hereof.

4 (c) All (a) Taxes (including any estimated Taxes, interest, or penalties) arising with
5 respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be
6 imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement
7 Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund”
8 for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection
9 with the operation and implementation of this ¶2.8 (including, without limitation, expenses of tax
10 attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or
11 failing to file) the returns described in this ¶2.8) (“Tax Expenses”), shall be paid out of the Settlement
12 Fund; in all events the Released Parties and their counsel shall have no liability or responsibility for the
13 Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold
14 each of the Released Parties and their counsel harmless for Taxes and Tax Expenses (including, without
15 limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses
16 shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be
17 timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the
18 Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from
19 distribution to Authorized Claimants any funds necessary to pay such amounts, including the
20 establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may
21 be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Defendants nor their Related
22 Persons are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Settling
23 Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and
24 accountants to the extent reasonably necessary to carry out the provisions of this ¶2.8.

25 **3. Preliminary Approval Order and Settlement Fairness Hearing**

26 3.1 As soon as practicable after execution of the Stipulation, Plaintiff shall submit the
27 Stipulation together with its exhibits (the “Exhibits”) to the Court and apply for entry of the Preliminary
28 Approval Order, substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the

1 preliminary approval of the Settlement set forth in the Stipulation, and approval for the mailing of the
2 Notice of Proposed Settlement of Class Action (the “Notice”) and Proof of Claim form and publication
3 of the Summary Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits
4 A-1, A-2 and A-3 attached hereto.

5 3.2 Within five (5) calendar days from entry of the Preliminary Approval Order, Revance, at
6 its expense, shall promptly make, or cause to be made, the last known addresses of Class Members, or
7 other identifying information, as set forth in the books and records regularly maintained by the
8 Company or its transfer agent, available to the Claims Administrator for the purpose of identifying and
9 giving notice to the Class. Neither Defendants nor their Related Persons shall have any responsibility
10 for, interest in, or liability with respect to providing notice (for which Plaintiff shall be solely
11 responsible) to the Class Members.

12 3.3 Lead Counsel shall request that after notice is given, the Court hold a hearing (the
13 “Settlement Fairness Hearing”) to finally approve the Settlement of the Litigation as set forth herein and
14 to enter the Judgment. At or after the Settlement Fairness Hearing, Lead Counsel also will request that
15 the Court approve the Plan of Allocation and the Fee and Expense Application.

16 **4. Releases**

17 4.1 Upon the Effective Date, Plaintiff and each Class Member shall be deemed to have, and
18 by operation of the Judgment shall have, to the fullest extent permitted by law, fully, finally, and
19 forever released, waived, relinquished and discharged with prejudice, and be estopped from ever
20 asserting or reasserting, all Released Claims against the Released Parties, whether or not such Class
21 Member executes and delivers a Proof of Claim, and whether or not such Class Member shares in the
22 Settlement Fund.

23 4.2 Upon the Effective Date, each and every Class Member and any Person claiming through
24 or on behalf of them will be permanently and forever barred and enjoined from commencing,
25 instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or
26 equity, arbitration tribunal, administrative forum, or any other forum, asserting the Released Claims
27 against any of the Released Parties, whether or not such Class Member executes and delivers the Proof
28 of Claim form, and whether or not such Class Member shares in the Settlement Fund.

1 4.3 Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
2 operation of the Judgment shall have, fully, finally, and forever released Plaintiff, Plaintiff's Counsel,
3 and each and all of the Class Members from all Settled Defendants' Claims.

4 **5. Administration and Calculation of Claims, Final Awards and**
5 **Supervision and Distribution of the Settlement Fund**

6 5.1 The Claims Administrator, subject to such supervision and direction of the Court, as may
7 be necessary or as circumstances may require, shall administer and calculate the claims submitted by
8 Class Members and shall oversee distribution of the Net Settlement Fund (defined below) to Authorized
9 Claimants. The Settlement Fund shall be applied as follows:

10 (a) to pay all the costs and expenses reasonably and actually incurred in connection
11 with providing notice, locating Class Members, soliciting Class claims, assisting with the filing of
12 claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing
13 Proofs of Claim, and paying escrow fees and costs, if any;

14 (b) to pay the Taxes and Tax Expenses described in ¶2.8 above;

15 (c) to pay Plaintiff's Counsel's attorneys' fees, expenses, and costs with interest
16 thereon (the "Fee and Expense Award"), if and to the extent allowed by the Court; and

17 (d) to distribute the balance of the Settlement Fund (the "Net Settlement Fund") to
18 Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

19 5.2 Upon the Effective Date and thereafter, and in accordance with the terms of the
20 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be
21 necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized
22 Claimants.

23 5.3 Within one hundred-twenty (120) days after the mailing of the Notice or such other time
24 as may be set by the Court, each Class Member shall be required to submit to the Claims Administrator
25 a completed Proof of Claim, substantially in the form and content of Exhibit A-2 hereto, signed under
26 penalty of perjury.

27 5.4 Except as otherwise ordered by the Court, all Class Members who fail to timely submit a
28 Proof of Claim within such period, or such other period as may be ordered by the Court, or otherwise

1 allowed, shall be forever barred from receiving any payments pursuant to this Stipulation and the
2 Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of
3 this Stipulation, the releases contained herein, and the Judgment. Notwithstanding the foregoing, Lead
4 Counsel may, in its discretion, accept for processing late filed claims so long as the distribution of the
5 Net Settlement Fund to Authorized Claimants is not materially delayed. Plaintiff's Counsel shall have
6 no liability for not accepting late claims.

7 5.5 The Claims Administrator shall calculate the claims of Authorized Claimants, determine
8 the extent to which claims shall be allowed, and oversee distribution of the Net Settlement Fund in
9 accordance with the Plan of Allocation approved by the Court, subject to appeal to, and jurisdiction of,
10 the Court.

11 5.6 Except for Revance's obligation to pay or cause payment of the Settlement Amount, and
12 to produce the information required under ¶3.2 herein, the Defendants and their Related Persons shall
13 have no responsibility for, interest in, or liability whatsoever with respect to providing notice to the
14 Class, the investment or distribution of the Net Settlement Fund or the Plan of Allocation, the
15 determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax
16 Expenses, or any losses incurred in connection therewith. No Person shall have any claim of any kind
17 against the Defendants or their Related Persons with respect to the matters set forth in ¶¶5.1-5.9 hereof;
18 and the Class Members, the Plaintiff, and Plaintiff's Counsel release the Defendants and their Related
19 Persons from any and all liability and claims arising from or with respect to the investment or
20 distribution of the Settlement Fund. Defendants are not providing any opinion or advice to Class
21 Members regarding the tax consequences of the Settlement, and any tax obligations arising from the
22 Settlement remain the sole responsibility of Class Members.

23 5.7 No Person shall have any claim against Plaintiff, Plaintiff's Counsel, any Claims
24 Administrator, any other Person designated by Plaintiff's Counsel, or Defendants and their Related
25 Persons based on the distributions made substantially in accordance with this Stipulation and the
26 Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

27 5.8 Following the Effective Date, Defendants shall not have a reversionary interest in the
28 Settlement Fund. The Net Settlement Fund shall be distributed to Authorized Claimants substantially in

1 accordance with the Plan of Allocation set forth in the Notice and approved by the Court. If there is any
2 balance remaining in the Net Settlement Fund after six (6) months from the initial date of distribution of
3 the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), Lead
4 Counsel shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and
5 economic fashion. These redistributions shall be repeated until the balance remaining in the Net
6 Settlement Fund is *de minimis* and no longer economically feasible to distribute to Class Members.
7 Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to Bay Area
8 Legal Aid.

9 5.9 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation
10 of the Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's
11 claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately
12 from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth
13 in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to
14 terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving the
15 Stipulation and the Settlement set forth therein, or any other orders entered pursuant to the Stipulation.

16 **6. Plaintiff's Counsel's Attorneys' Fees and Expenses**

17 6.1 Plaintiff's Counsel may submit an application or applications (the "Fee and Expense
18 Application") for distributions to them from the Settlement Fund for: (a) an award of attorneys' fees;
19 plus (b) expenses and costs, incurred in connection with prosecuting the Litigation, plus any interest on
20 such attorneys' fees, costs, and expenses at the same rate and for the same periods as earned by the
21 Settlement Fund (until paid) as may be awarded by the Court ("Fee and Expense Award"). Plaintiff's
22 Counsel reserve the right to make additional applications for fees and expenses incurred.

23 6.2 Any Fee and Expense Award awarded by the Court shall be payable to Lead Counsel
24 from the Settlement Fund, as ordered, immediately after the Court executes an order awarding such fees
25 and expenses notwithstanding any objection thereto. Lead Counsel shall thereafter allocate the Fee and
26 Expense Award among Plaintiff's Counsel in a manner in which they in good faith believe reflects the
27 contributions of such counsel to the prosecution and settlement of the Litigation.

28

1 6.3 All Plaintiff's Counsel who receive any portion of the Fee and Expense Award agree that
2 they accept payment subject to the obligation of each Plaintiff's Counsel (including their respective
3 partners, shareholders and/or firms) receiving payments to make repayment to the Settlement Fund, plus
4 interest thereon at the same rate as earned on the Settlement Fund, within ten (10) business days from
5 receiving notice from Defendants' counsel or from a court of appropriate jurisdiction, of the amount
6 required to be refunded by any court or appellate court, in the event, for any reason, including, without
7 limitation, appeal, further proceeding on remand or successful collateral attack, the Fee and Expense
8 Award is reduced or reversed, consistent with such reduction or reversal. Furthermore, all Plaintiff's
9 Counsel (including their respective partners, shareholders and/or firms) agree that they remain subject
10 to the continuing jurisdiction of the Court for the purpose of enforcing their obligation to repay required
11 attorneys' fees and expenses to the Settlement Fund as provided in this paragraph. Without limitation,
12 Plaintiff's Counsel agree that the Court may, upon application of Defendants and notice to Plaintiff's
13 Counsel, summarily issue orders, including, but not limited to, judgments and attachment orders and
14 may make appropriate findings of or sanctions for contempt, should Plaintiff's Counsel fail timely to
15 repay fees and expenses pursuant to this ¶6.3.

16 6.4 The procedure for and the allowance or disallowance by the Court of any Fee and
17 Expense Award are not part of the Settlement set forth in the Stipulation, and are to be considered by
18 the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the
19 Settlement set forth in the Stipulation, and any order or proceeding relating to the Fee and Expense
20 Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not
21 operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving
22 the Stipulation and the Settlement of the Litigation set forth therein. The Settling Parties agree that the
23 denial, in whole or in part, of any Fee and Expense Application shall in no way affect the enforceability,
24 validity, or finality of this Stipulation or affect or delay the finality of the Judgment approving the
25 Stipulation and the Settlement of the Litigation set forth therein.

26 6.5 Defendants and the Released Parties shall have no responsibility for, and no liability
27 whatsoever with respect to, any payment to Plaintiff's Counsel from the Settlement Fund.

28

1 6.6 Defendants and the Released Parties shall have no responsibility for, and no liability
2 whatsoever with respect to, the allocation among Plaintiff’s Counsel, and/or any other Person who may
3 assert some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

4 6.7 Any order or proceedings relating to the Fee and Expense Application, any Fee and
5 Expense Award, or any appeal from any order relating thereto or any reversal or modification of such
6 an order, shall not operate to terminate or cancel the Stipulation or the Settlement, affect or delay the
7 finality of the Court’s Final Order and Judgment approving the Stipulation and the Settlement set forth
8 therein, or affect the release of the Released Claims. The finality of the Settlement shall not be
9 conditioned on any ruling by the Court concerning the Fee and Expense Application.

10 **7. Conditions of Settlement, Effect of Disapproval, Cancellation or**
11 **Termination**

12 7.1 The Effective Date of the Stipulation is expressly subject to, and conditioned upon, the
13 occurrence of all of the following events:

14 (a) Revance has paid or caused to be made the contribution to the Settlement Fund as
15 required by ¶2.1 hereof;

16 (b) the Court has entered the Preliminary Approval Order, as required by ¶3.1
17 hereof;

18 (c) Revance and the Individual Defendants have not exercised their option to
19 terminate the Stipulation pursuant to ¶7.3;

20 (d) the Court has entered the Judgment, or a judgment substantially in the form and
21 content of Exhibit B attached hereto, or a judgment in a form other than that provided above acceptable
22 to all of the Settling Parties (the “Alternate Judgment”); and

23 (e) the Judgment has become Final, as defined in ¶1.9 hereof.

24 7.2 Upon the occurrence of all of the events referenced in ¶7.1 hereof, any and all remaining
25 interest or right of Defendants or the Released Parties in or to the Settlement Fund, if any, shall be
26 absolutely and forever extinguished.

27 7.3 If prior to the Settlement Fairness Hearing, the aggregate number of shares of Revance
28 common stock purchased by Persons who would otherwise be Members of the Class, but who request

1 exclusion from that Class, exceeds the sum specified in a separate supplemental confidential agreement
2 between Plaintiff and Revance and the Individual Defendants (the “Supplemental Agreement”),
3 Revance and the Individual Defendants shall have the option, which option must be exercised by
4 Revance and the Individual Defendants unanimously, to terminate this Stipulation in accordance with
5 the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed
6 with the Court unless required by court rule or unless and until a dispute as between Plaintiff and
7 Defendants concerning its interpretation or application arises and in that event, the Settling Parties will
8 use their best reasonable efforts to file the Supplemental Agreement for the Court’s *in camera* review
9 and/or under seal.

10 7.4 Defendants’ counsel and Lead Counsel shall each have the right to terminate the
11 Settlement and this Stipulation by providing written notice of their election to do so (“Termination
12 Notice”) to all other parties hereto within thirty (30) days of: (a) the Court’s declining to enter the
13 Preliminary Approval Order in any material respect; (b) the Court’s refusal to approve this Stipulation
14 or any material part of it; (c) the Court’s declining to enter the Judgment in any material respect; (d) the
15 date upon which the Judgment is modified or reversed in any material respect by the Court of Appeals
16 or the Supreme Court or any other court; or (e) the date upon which an alternate judgment is modified
17 or reversed in any material respect by the Court of Appeals or the Supreme Court or any other court.

18 7.5 If all of the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be
19 canceled and terminated subject to ¶7.8 hereof unless Lead Counsel and counsel for all of the
20 Defendants mutually agree in writing to proceed with the Stipulation.

21 7.6 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be
22 canceled, or shall not become effective for any reason, within ten (10) business days after written
23 notification of such event is sent by counsel for any of the Defendants or Lead Counsel to the Escrow
24 Agent, the Settlement Fund (including accrued interest) less expenses paid, incurred, or due and owing
25 consistent with this Stipulation, including those incurred providing notice to the Class, locating Class
26 Members, soliciting claims, assisting with the filing of claims, administering and distributing the Net
27 Settlement Fund to Authorized Claimants, processing Proof of Claim forms, escrow fees and costs if
28 any, and all Taxes and Tax Expenses, provided for herein, shall be refunded pursuant to written

1 instructions from counsel for Revance. The Escrow Agent or its designee shall apply for any tax refund
2 owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in
3 connection with such application(s) for refund, pursuant to written instructions from Revance's counsel.

4 7.7 In the event that the Stipulation is not approved by the Court or the Settlement set forth
5 in the Stipulation is terminated or fails to become effective in accordance with its terms, the Settling
6 Parties shall be restored to their respective positions in the Litigation as of October 4, 2016. In such
7 event, the terms and provisions of the Stipulation shall have no further force and effect with respect to
8 the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose,
9 and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be
10 treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any
11 order of the Court concerning the Plan of Allocation or the amount of any Fee and Expense Award shall
12 constitute grounds for cancellation or termination of the Stipulation.

13 7.8 If the Effective Date does not occur, or if the Stipulation is terminated pursuant to its
14 terms, neither Plaintiff nor any of its counsel shall have any obligation to repay any amounts actually
15 and properly disbursed pursuant to ¶¶2.7 or 2.8. In addition, any expenses already incurred pursuant to
16 ¶¶2.7 or 2.8 hereof at the time of such termination or cancellation but which have not been paid, shall
17 be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being
18 refunded in accordance with ¶7.6 hereof.

19 **8. Miscellaneous Provisions**

20 8.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this
21 agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all
22 terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing
23 terms and conditions of this Stipulation.

24 8.2 Upon and subject to the terms and conditions hereof, Plaintiff on behalf of itself and
25 Members of the Class, on the one hand, and each of the Defendants, on the other hand, intend this
26 Settlement to be a final and complete resolution of all disputes between them which were or could have
27 been asserted with respect to the Litigation. The Settlement compromises claims which are contested
28 and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense.

1 While retaining their right to deny that the claims advanced in the Litigation were meritorious,
2 Defendants will not contend that the Litigation was not filed in good faith. The Settling Parties further
3 agree not to assert in any forum that any Settling Party violated California Code of Civil Procedure
4 §128.7 or any other similar statute or law. The Settling Parties agree that the amount paid to the
5 Settlement Fund and the other terms of the Settlement were negotiated in good faith by the Settling
6 Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal
7 counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be
8 appropriate, any contention made in any public forum that the Litigation was brought or defended in
9 bad faith or without a reasonable basis.

10 8.3 Neither the Stipulation nor the Settlement, nor any act performed or document executed
11 pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may
12 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released
13 Claim or of any wrongdoing or liability of the Defendants or their Related Persons; or (b) is or may be
14 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, any fault
15 or omission of any of the Defendants or their Related Persons in any civil, criminal or administrative
16 proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be an
17 admission or evidence that any claims asserted by Plaintiff were not valid in any civil, criminal or
18 administrative proceeding. Defendants and their Related Persons may file the Stipulation and/or the
19 Judgment in any action that may be brought against them in order to support a defense or counterclaim
20 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
21 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
22 counterclaim.

23 8.4 All agreements made and orders entered during the course of the Litigation relating to
24 the confidentiality of information shall survive this Stipulation.

25 8.5 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully
26 incorporated herein by this reference.

27 8.6 This Stipulation may be amended or modified only by a written instrument signed by or
28 on behalf of all Settling Parties or their respective successors-in-interest. The Settling Parties, however,

1 may mutually agree in a signed writing to a reasonable extension of time to carry out any provisions in
2 this Stipulation without further order of the Court.

3 8.7 This Stipulation and the Exhibits attached hereto and the Supplemental Agreement
4 constitute the entire agreement between Plaintiff and Defendants and no representations, warranties, or
5 inducements have been made to any party concerning the Stipulation or its Exhibits other than the
6 representations, warranties, and covenants contained and memorialized in such documents. Except as
7 otherwise provided herein, each party shall bear its own costs.

8 8.8 Lead Counsel, on behalf of the Class, are expressly authorized by Plaintiff to take all
9 appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to
10 effectuate its terms and also are expressly authorized to enter into any modifications or amendments to
11 the Stipulation on behalf of the Class which they deem appropriate.

12 8.9 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of
13 any party hereto hereby warrants that such Person has the full authority to do so.

14 8.10 This Stipulation may be executed in one or more counterparts and the signatures may be
15 by facsimile or electronically. All executed counterparts and each of them shall be deemed to be one
16 and the same instrument. A complete set of executed counterparts shall be filed with the Court.

17 8.11 This Stipulation shall be binding upon, and inure to the benefit of, the respective agents,
18 executors, heirs, devisees, successors, and assigns of the Settling Parties.

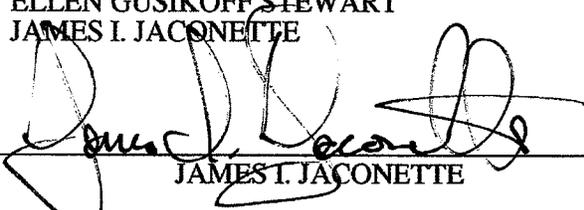
19 8.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the
20 terms of this Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for
21 purposes of implementing and enforcing the Settlement embodied in this Stipulation.

22 8.13 This Stipulation and the Exhibits hereto shall be considered to have been negotiated,
23 executed and delivered, and to be wholly performed, in the State of California, and the rights and
24 obligations of the parties to this Stipulation shall be construed and enforced in accordance with, and
25 governed by, the internal, substantive laws of the State of California without giving effect to that State's
26 choice-of-law principles.

27
28

1 IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed, by
2 their duly authorized attorneys, dated October 31, 2016.

3 ROBBINS GELLER RUDMAN
4 & DOWD LLP
5 ELLEN GUSIKOFF STEWART
6 JAMES I. JACONETTE

7 
8 JAMES I. JACONETTE

9 655 West Broadway, Suite 1900
10 San Diego, CA 92101-8498
11 Telephone: 619/231-1058
12 619/231-7423 (fax)

13 ROBBINS GELLER RUDMAN
14 & DOWD LLP
15 SHAWN A. WILLIAMS
16 Post Montgomery Center
17 One Montgomery Street, Suite 1800
18 San Francisco, CA 94104
19 Telephone: 415/288-4545
20 415/288-4534 (fax)

21 ROBBINS GELLER RUDMAN
22 & DOWD LLP
23 SAMUEL H. RUDMAN
24 MARY K. BLASY
25 58 South Service Road, Suite 200
26 Melville, NY 11747
27 Telephone: 631/367-7100
28 631/367-1173 (fax)

VANOVERBEKE MICHAUD & TIMMONY, P.C.
THOMAS C. MICHAUD (*appearance pro hac vice*)
79 Alfred Street
Detroit, MI 48201
Telephone: 313/578-1200
313/578-1201 (fax)

Attorneys for Plaintiff

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12
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14
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27
28

KEKER & VAN NEST LLP
STUART L. GASNER
LAURIE CARR MIMS
LEAH PRANSKY


LAURIE CARR MIMS

633 Battery Street -
San Francisco, CA 94111
Telephone: 415/931-5400
415/397-7188 (fax)
sgasner@kvn.com
lmims@kvn.com
lpransky@kvn.com

Attorneys for the Revance Defendants

DECHERT LLP
JOSEPH A. FAZIOLI

 - 11/1/16
JOSEPH A. FAZIOLI

2440 W. El Camino Real, Suite 700
Mountain View, CA 94040
Telephone: 650/813-4800
650/813-4848 (fax)
joseph.fazioli@dechert.com

DECHERT LLP
LINDA C. GOLDSTEIN (*pro hac vice*)
1095 Avenue of the Americas
New York, NY 10036
Telephone: 212/698-3817
212/698-0684 (fax)
linda.goldstein@dechert.com

Attorneys for the Underwriter Defendants

EXHIBIT A

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
4 Telephone: 619/231-1058
619/231-7423 (fax)
5 - and -
SHAWN A. WILLIAMS (213113)
6 Post Montgomery Center
One Montgomery Street, Suite 1800
7 San Francisco, CA 94104
Telephone: 415/288-4545
8 415/288-4534 (fax)
9 Attorneys for Plaintiff

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 CITY OF WARREN POLICE AND FIRE) Case No. 1-15-CV-287794
RETIREMENT SYSTEM, Individually and on)
14 Behalf of All Others Similarly Situated,) CLASS ACTION
)
15 Plaintiff,) [PROPOSED] ORDER PRELIMINARILY
) APPROVING SETTLEMENT AND
16 vs.) PROVIDING FOR NOTICE
)
17 REVANCE THERAPEUTICS, INC., et al.,) EXHIBIT A
)
18 Defendants.) Judge: Hon. Peter H. Kirwan
) Dept: 1
19 _____) Date Action Filed: 05/01/15

1 WHEREAS, the parties to the above-entitled action (the “Litigation”) entered into a Stipulation
2 of Settlement dated October 31, 2016 (the “Stipulation” or “Settlement”), which is subject to review by
3 this Court and which, together with the Exhibits thereto, sets forth the terms and conditions for the
4 Settlement of the claims alleged in the Litigation; and the Court having read and considered the
5 Stipulation and the accompanying documents; and the parties to the Stipulation having consented to the
6 entry of this Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2017, that:

8 1. The Court preliminarily finds that:

9 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,
10 including mediation under the direction of an experienced mediator, the Hon. Layn R. Phillips (Ret.);

11 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant providing
12 notice of the Settlement to the Class; and

13 (c) the Class, defined in the Stipulation for settlement purposes only as: all persons
14 or entities who purchased or otherwise acquired Revance common stock pursuant and/or traceable to
15 the Registration Statement and accompanying documents effective June 18, 2014 issued in connection
16 with the Company’s June 19, 2014 Secondary Offering. Excluded from the Class are Defendants and
17 their families, the officers, directors and affiliates of the Defendants, at all relevant times, members of
18 their immediate families, heirs, successors or assigns and any entity in which Defendants have or had a
19 controlling interest, is certified for purposes of implementing the Settlement. Also excluded is any
20 Person who validly requests exclusion from the Class.

21 2. A hearing (the “Settlement Fairness Hearing”) is hereby scheduled to be held before the
22 Court on _____, 2017, at _:_ .m., for the following purposes:

23 (a) to finally determine whether this Litigation satisfies the applicable prerequisites
24 for class action treatment under California Code of Civil Procedure §382;

25 (b) to determine whether the proposed Settlement is fair, reasonable, and adequate,
26 and should be approved by the Court;

27 (c) to determine whether the Judgment as provided under the Stipulation should be
28 entered;

1 (d) to determine whether the proposed Plan of Allocation should be approved by the
2 Court as fair, reasonable, and adequate;

3 (e) to consider Plaintiff's Counsel's application for an award of attorneys' fees and
4 expenses; and

5 (f) to rule upon such other matters as the Court may deem appropriate.

6 3. The Court reserves the right to approve the Settlement with or without modification and
7 with or without further notice to the Class and may adjourn the Settlement Fairness Hearing without
8 further notice to the Class. The Court reserves the right to enter the Judgment approving the Settlement
9 regardless of whether it has approved the Plan of Allocation, or Plaintiff's Counsel's request for an
10 award of attorneys' fees and expenses.

11 4. The Court approves the form, substance, and requirements of the Notice of Proposed
12 Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"), and
13 the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed hereto
14 as Exhibits A-1, A-2 and A-3, respectively.

15 5. The Court approves the appointment of Gilardi & Co. LLC as the Claims Administrator.

16 (a) The Claims Administrator shall cause the Notice and the Proof of Claim ("Claim
17 Package"), substantially in the forms annexed hereto, to be mailed, by First-Class Mail, postage
18 prepaid, within twenty-eight (28) calendar days of this Order, to all Class Members who can be
19 identified with reasonable effort and to be posted on www.revancesecuritiessettlement.com
20 ("Website"). Within five (5) calendar days of this Order, Revance, at its expense, shall promptly make,
21 or cause to be made, the last known addresses of Class Members, or other identifying information, as
22 set forth in the books and records regularly maintained by the Company or its transfer agent, available
23 to the Claims Administrator for the purpose of identifying and giving notice to the Class.

24 (b) The Claims Administrator shall cause the Summary Notice to be published once
25 in the national edition of *The Wall Street Journal*, and once over the *PR Newswire*, within ten (10)
26 calendar days after the mailing of the Notice.

27 6. The Claims Administrator shall use the following additional procedures in notifying
28 potential Class Members of the Settlement:

1 (a) The Claims Administrator shall send the Claim Package and appropriate cover
2 letter to each entity included on its proprietary list of approximately 250 brokers, banks, and other
3 nominees, including all institutions that are registered with the U.S. Securities and Exchange
4 Commission, as potential nominee holders (“Nominee List”). The Nominee List shall also include
5 institutions that regularly file third-party claims on behalf of their investor clients in securities class
6 actions and all entities that have requested notification in every case involving publicly-traded
7 securities.

8 (b) The Claims Administrator shall send a cover letter accompanying the Claim
9 Package to each entity on the Nominee List that will notify the entity of the pendency of this Litigation
10 as a class action and proposed Settlement and inform them of their obligation to either provide the
11 names and addresses of their clients who may be Class Members or request copies of the Notice
12 Package to provide directly to their customers and clients who may be Class Members.

13 (c) The Claims Administrator shall promptly mail the Claim Package to all potential
14 Class Members identified by entities on the Nominee List. The Claims Administrator shall also send
15 copies of the Claim Package directly to entities on the Nominee List who indicate that they will directly
16 forward the documents to their customers and clients who may be Class Members.

17 (d) All name and address data obtained by the Claims Administrator shall be
18 reviewed to identify and eliminate exact duplicates and incomplete data prior to mailing. Addresses
19 will be checked against the United States Postal Service’s National Change of Address database to
20 identify address changes and obtain current mailing addresses where available. Any Claim Packages
21 that are returned as undeliverable mail shall be reviewed to determine if an alternative or updated
22 address is available from the Postal Service, and shall be re-mailed to the updated or alternative address.
23 In cases where no address is available from the Postal Service, the Claims Administrator shall attempt
24 to obtain updated or alternative address information from private databases, and will re-mail the Claim
25 Package if such information is available.

26 (e) The Claims Administrator shall provide several supplemental notification letters
27 to any entity on the Nominee List who does not respond to the initial request for potential Class
28 Member names and addresses.

1 (f) The Claims Administrator shall cause the Claim Package to be published by the
2 Depository Trust Corporation on the DTC Legal Notice System.

3 (g) The Claims Administrator shall maintain a toll-free number to accommodate
4 potential Class Members' inquiries throughout the notification and claims processing period.

5 (h) In addition to the Claim Package, the Claims Administrator shall post the
6 Stipulation, the Notice and Proof of Claim, and the executed Order Preliminarily Approving Settlement
7 and Providing for Notice on the Website. The Claims Administrator shall post to the Website the
8 papers in support of the Settlement, the Plan of Allocation, and the request for an award of attorneys'
9 fees after they are filed. The Website shall provide summary information regarding the case and
10 Settlement and highlight important dates, including the date of the Settlement Fairness Hearing. All
11 posted documents shall be available for downloading from the Website.

12 7. Lead Counsel shall, at least fourteen (14) calendar days before the Settlement Fairness
13 Hearing, file with the Court and serve on the Settling Parties proof of compliance with the notice
14 procedures identified above in ¶¶5-6.

15 8. The form and content of the Notice and the Summary Notice, and the method set forth
16 herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of
17 California law and due process, constitute the best notice practicable under the circumstances, and shall
18 constitute due and sufficient notice to all persons and entities entitled thereto.

19 9. In order to be entitled to participate in the Net Settlement Fund, each Class Member shall
20 take the following actions and be subject to the following conditions:

21 (a) Within one-hundred twenty (120) days after such time as set by the Court to mail
22 notice to the Class, each Person claiming to be an Authorized Claimant shall be required to submit to
23 the Claims Administrator a completed Proof of Claim, substantially in a form contained in Exhibit A-2
24 attached hereto and as approved by the Court, signed under penalty of perjury.

25 (b) Except as otherwise ordered by the Court, all Class Members who fail to timely
26 submit a Proof of Claim within such period, or such other period as may be ordered by the Court, or
27 otherwise allowed, shall be forever barred from receiving any payments pursuant to the Stipulation and
28 the Settlement set forth therein, but will in all other respects be subject to and bound by the provisions

1 of the Stipulation, the releases contained therein, and the Judgment. Notwithstanding the foregoing,
2 Lead Counsel may, in their discretion, accept for processing late submitted claims so long as the
3 distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed, but shall
4 incur no liability for declining to accept a late-submitted claim.

5 (c) As part of the Proof of Claim, each Class Member shall submit to the jurisdiction
6 of the Court with respect to the claim submitted.

7 10. Class Members shall be bound by all determinations and judgments in this Litigation,
8 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper
9 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than thirty
10 (30) calendar days prior to the date scheduled herein for the Settlement Fairness Hearing, mail a request
11 for exclusion in written form by First-Class Mail postmarked to the address designated in the Notice.
12 Such request for exclusion shall indicate the name, address, and telephone number of the person seeking
13 exclusion, that the person requests to be excluded from the Class, and must be signed by such person.
14 Such persons requesting exclusion are also requested to state the number of shares of Revance common
15 stock they purchased or acquired that are subject to the Litigation. The request for exclusion shall not be
16 effective unless it is made in writing within the time stated above, and the exclusion is accepted by the
17 Court. Class Members requesting exclusion from the Class shall not be entitled to receive any payment
18 out of the Net Settlement Fund as described in the Stipulation and Notice.

19 11. The Court will consider objections to the Settlement, the Plan of Allocation, and/or the
20 award of attorneys' fees and expenses. Any person wanting to object may do so in writing and/or by
21 appearing at the Settlement Fairness Hearing. To the extent any person wants to object in writing, such
22 objections and any supporting papers, accompanied by proof of Class membership, shall be filed with
23 the Clerk of the Court, Superior Court of the State of California, County of Santa Clara, 191 North First
24 Street, San Jose, CA 95113, and copies of all such papers served no later than _____, 2017,
25 which is thirty (30) calendar days prior to the date scheduled herein for the Settlement Fairness Hearing,
26 upon the following: Ellen Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 West
27 Broadway, Suite 1900, San Diego, CA 92101 on behalf of the Plaintiff and the Class. Persons who
28 intend to object in writing to the Settlement, the Plan of Allocation, and/or the request for an award of

1 attorneys' fees and expenses, and desire to present evidence at the Settlement Fairness Hearing must
2 include in their written objections copies of any exhibits they intend to introduce into evidence at the
3 Settlement Fairness Hearing. If an objector hires an attorney to represent him, her or it for the purposes
4 of making an objection, the attorney must both effect service of a notice of appearance on counsel listed
5 above and file it with the Court by no later than _____, 2017. A Class Member who files a
6 written objection does not have to appear at the Settlement Fairness Hearing for the Court to consider
7 his, her or its objection. A Class Member who does not file a written objection may appear and object
8 at the Settlement Fairness Hearing.

9 12. All papers in support of the Settlement, the Plan of Allocation, and any application by
10 Plaintiff's Counsel for attorneys' fees and expenses shall be filed and served fourteen (14) calendar
11 days prior to the deadline in ¶11 for objections to be filed. All reply papers shall be filed and served at
12 least seven (7) calendar days prior to the Settlement Fairness Hearing.

13 13. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia*
14 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
15 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

16 14. Defendants' counsel and Plaintiff's Counsel shall promptly furnish each other with
17 copies of any and all objections that come into their possession.

18 15. Pending final determination of whether the Settlement should be approved, this action
19 shall be stayed and the Plaintiff, all Class Members, and any Person claiming through or on behalf of
20 them, shall not institute, commence, maintain or prosecute, and are hereby barred and enjoined from
21 instituting, commencing, maintaining or prosecuting, any action in any court or tribunal that asserts any
22 Released Claims against any Released Party.

23 16. All reasonable expenses incurred in identifying and notifying Class Members, as well as
24 administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the
25 Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiff nor any
26 of its counsel shall have any obligation to repay any amounts actually and properly disbursed, or due
27 and owing from the Settlement Fund except as provided for in the Stipulation.

28

1 17. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and
2 Plaintiff or Defendants elect to terminate the Settlement then, in any such event, the Stipulation,
3 including any amendment(s) thereof, shall be null and void, of no further force or effect without
4 prejudice to any party, and may not be introduced as evidence or referred to in any action or
5 proceedings by any person or entity for any purpose, and each party shall be restored to his, her or its
6 respective position as it existed on October 4, 2016.

7 18. The Court may adjourn or continue the Settlement Fairness Hearing without further
8 notice to the Class.

9 19. The Court retains exclusive jurisdiction over the Litigation to consider all further matters
10 arising out of or connected with the Settlement. The Court may approve the Settlement, with such
11 modifications as may be agreed by the Settling Parties, if appropriate, without further notice to the Class.

12 IT IS SO ORDERED.

13
14 DATED: _____

HONORABLE PETER H. KIRWAN
JUDGE OF THE SUPERIOR COURT

15
16 Submitted by:

17 ROBBINS GELLER RUDMAN
18 & DOWD LLP
19 ELLEN GUSIKOFF STEWART
20 JAMES I. JACONETTE

21 _____
ELLEN GUSIKOFF STEWART

22 655 West Broadway, Suite 1900
23 San Diego, CA 92101-8498
24 Telephone: 619/231-1058
25 619/231-7423 (fax)
26
27
28

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ROBBINS GELLER RUDMAN
& DOWD LLP
SHAWN A. WILLIAMS
Post Montgomery Center
One Montgomery Street, Suite 1800
San Francisco, CA 94104
Telephone: 415/288-4545
415/288-4534 (fax)

ROBBINS GELLER RUDMAN
& DOWD LLP
SAMUEL H. RUDMAN
MARY K. BLASY
58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)

VANOVERBEKE MICHAUD &
TIMMONY, P.C.
THOMAS C. MICHAUD (appearance *pro*
hac vice)
79 Alfred Street
Detroit, MI 48201
Telephone: 313/578-1200
313/578-1201 (fax)

Attorneys for Plaintiff

EXHIBIT A-1

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
4 Telephone: 619/231-1058
619/231-7423 (fax)
5 - and -
SHAWN A. WILLIAMS (213113)
6 Post Montgomery Center
One Montgomery Street, Suite 1800
7 San Francisco, CA 94104
Telephone: 415/288-4545
8 415/288-4534 (fax)
9 Attorneys for Plaintiff

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 CITY OF WARREN POLICE AND FIRE)	Case No. 1-15-CV-287794
RETIREMENT SYSTEM, Individually and on)	
14 Behalf of All Others Similarly Situated,)	<u>CLASS ACTION</u>
15)	
Plaintiff,)	NOTICE OF PROPOSED SETTLEMENT OF
16)	CLASS ACTION
vs.)	
17)	EXHIBIT A-1
REVANCE THERAPEUTICS, INC., et al.,)	
18)	Judge: Hon. Peter H. Kirwan
Defendants.)	Dept: 1
19)	Date Action Filed: 05/01/15

1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED OR OTHERWISE**
2 **ACQUIRED REVANCE THERAPEUTICS, INC. (“REVANCE” OR THE “COMPANY”)**
3 **COMMON STOCK DURING THE PERIOD BEGINNING ON JUNE 19, 2014 AND ENDING**
4 **ON MAY 1, 2015, AND PURSUANT AND/OR TRACEABLE TO THE REGISTRATION**
5 **STATEMENT AND PROSPECTUS FOR THE COMPANY’S JUNE 19, 2014 PUBLIC**
6 **OFFERING (THE “CLASS”)**

7 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
8 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

9 **WHY SHOULD I READ THIS NOTICE?**

10 This Notice is given pursuant to an order issued by the Superior Court of California, County of
11 Santa Clara (the “Court”). This Notice serves to inform you of the proposed settlement of the above
12 class action lawsuit (the “Settlement”) for \$6,400,000 in cash and the hearing (the “Settlement Fairness
13 Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the
14 Settlement, as set forth in the Stipulation of Settlement dated October 31, 2016 (the “Stipulation”).¹
15 The Stipulation is by and between: (i) Plaintiff City of Warren Police and Fire Retirement System (on
16 behalf of itself and each of the Class Members), by and through its counsel of record; and
17 (ii) Defendants Revance, L. Daniel Browne, Lauren R. Silvernail, Jacob Waugh, Ronald W. Eastman,
18 Phyllis Gardner, Robert Byrnes, James Glasheen, Jonathan Tunnicliffe and Ronald Wooten (the
19 “Individual Defendants”), Cowen and Company, LLC, Piper Jaffray & Co., BMO Capital Markets
20 Corp., and William Blair & Company, L.L.C. (the “Underwriter Defendants, and collectively, the
21 “Defendants”), by and through their respective counsel of record in the above-captioned action (the
22 “Litigation”). Upon and subject to the terms and conditions hereof, Plaintiff, on behalf of itself and the
23 Class, on the one hand, and each of the Defendants, on the other hand (collectively, “Settling Parties”),
24 intend this Settlement to be a final and complete resolution of all disputes between the Settling Parties
25 with respect to the Litigation. This Notice is not an expression of any opinion by the Court as to the
26 merits of the claims or defenses asserted in the lawsuit.

27 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

28 SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN _____, 2017	The only way to get a payment.
29 EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN _____, 2017	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants and their Related Persons relating to the claims in this case.
30 OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION POSTMARKED NO LATER THAN 2017	Write to the Court about why you don’t like the Settlement.
31 GO TO A HEARING ON _____, 2017. AT _____.	Ask to speak in Court about the fairness of the Settlement.

32 ¹ The Stipulation and all of its Exhibits can be viewed at www.revancesecuritiessettlement.com.
33 All capitalized terms used herein have the same meanings as the terms defined in the Stipulation.

1 DO NOTHING

Get no payment. Give up your rights.

- 2
- 3 • These rights and options – **and the deadlines to exercise them** – are explained in this
- 4 Notice.
- 5 • The Court in charge of this case still has to decide whether to approve the Settlement.
- 6 Payments will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

7 **WHAT IS THIS LAWSUIT ABOUT?**

8 **The Allegations and Status of the Case**

9 On May 1, 2015, City of Warren Police and Fire Retirement System filed a complaint (the

10 “Complaint”) for violations of the federal securities laws against Defendants in the Superior Court of California for the County of San Mateo.

11 Plaintiff, which purchased Revance common stock issued in connection with Revance’s follow-

12 on public offering on or about June 19, 2014, alleged that Defendants issued a materially false and

13 misleading Registration Statement and Prospectus that misled investors regarding Revance’s clinical

14 trial program, design and formulation for RT001, a physician-applied topical botulinum toxin type A treatment. Defendants deny that the Registration Statement and Prospectus contained any false or misleading statements.

15 On June 5, 2015, Defendants removed the case to federal court pursuant to 28 U.S.C. §1441(a).

16 On August 31, 2015, the case was remanded back to the state court. On October 5, 2015, Defendants filed a Notice of Motion and Motion to Transfer Venue. On October 20, 2015, the parties entered into a stipulation transferring the action to this Court. The Litigation was transferred on November 4, 2015.

17 The parties thereafter agreed to attend a mediation session conducted by a third-party neutral,

18 the Hon. Layn R. Phillips (Ret.). In advance of the mediation, the parties voluntarily exchanged non-

19 public documents, which were reviewed and analyzed. Plaintiff and Defendants then submitted and

20 exchanged mediation and reply statements summarizing their respective positions. The mediation session was held on July 26, 2016. While the Settling Parties did not reach an agreement to settle the Litigation at the mediation, the Settling Parties continued their negotiations through Judge Phillips. These efforts culminated with the Settling Parties agreeing to settle the Litigation for \$6,400,000 in cash.

21

22 **THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO**

23 **PLAINTIFF OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN**

24 **EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF**

25 **THE ALLEGATIONS IN THIS LAWSUIT OR THE MERITS OF THE CLAIMS OR**

26 **DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PENDENCY**

27 **OF THE LITIGATION AND PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN**

28 **CONNECTION WITH THAT SETTLEMENT.**

29 **HOW DO I KNOW IF I AM A CLASS MEMBER?**

30 If you purchased or otherwise acquired the common stock of Revance pursuant and/or traceable

31 to the Registration Statement and Prospectus filed in connection with Revance’s June 19, 2014

32 secondary offering, you are a Class Member. As set forth in the Stipulation, excluded from the Class

1 are Defendants and their families, the officers, directors and affiliates of the Defendants, at all relevant
2 times, members of their immediate families, heirs, successors or assigns and any entity in which
3 Defendants have or had a controlling interest. Also excluded is any Person who validly requests
4 exclusion from the Class.

5 If you are not sure if you are a Class Member, you can ask for free help. You can contact the
6 Claims Administrator at 1-888-279-2322 or Rick Nelson, a representative of Plaintiff's Counsel at 1-
7 800-449-4900. You can also fill out and return the Proof of Claim form enclosed with this Notice.

8 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

9 The Settlement, if approved, will result in the creation of a cash settlement fund of \$6,400,000
10 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement Fund") and
11 minus the costs of this Notice and all costs associated with the administration of the Settlement, as well
12 as any attorneys' fees, expenses, and payment to Plaintiff for its time and expenses in representing the
13 Class that may be approved by the Court (the "Net Settlement Fund"), will be distributed to Class
14 Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

15 Plaintiff estimates that there are approximately 2,990,000 shares of Revance common stock
16 which may have been damaged during the period beginning on June 19, 2014 and ending on May 1,
17 2015 (the "Eligibility Period"). Plaintiff estimates that the average recovery under the Settlement is
18 roughly \$2.14 per damaged share before notice and administration costs and the attorneys' fee and
19 expense award as determined by the Court. Should the Court award attorneys' fees of 33% of the
20 Settlement Fund (or \$2,112,000), Plaintiff's Counsel's expenses of up to \$85,000, and the maximum
21 estimated cost of notice and administration of the Settlement of \$275,000, the average per share
22 recovery would be approximately \$1.31. Using certain estimates of the number of claims that are going
23 to be filed (claims representing 30% of shares that may have been damaged) and the number of
24 estimated claims that are going to be valid (70% of the 30%), it is estimated that approximately 627,900
25 shares will participate in the Settlement and the average recovery will be approximately \$6.26 per share.
26 Of course, these are just estimates; a Class Member's actual recovery will be a proportion of the Net
27 Settlement Fund determined by that claimant's recognized claim as compared to the total recognized
28 claims submitted. An individual Class Member may receive more or less than this average amount
depending on the number of claims submitted, when during the Eligibility Period a Class Member
purchased or acquired Revance common stock, the purchase or acquisition price paid, and whether
those shares were held at the end of the Eligibility Period or sold during the Eligibility Period, and, if
sold, when they were sold and the amount received. See Plan of Allocation below for more information
on your recognized claim.

20 **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

21 Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that
22 Class Members send in and how many shares of Revance common stock you purchased or acquired
23 during the relevant period and when you bought and sold them.

24 For purposes of determining the amount an Authorized Claimant may recover under the Plan of
25 Allocation, Lead Counsel conferred with its damages consultant and the Plan of Allocation reflects an
26 assessment of damages that they believe could have been recovered had Plaintiff prevailed at trial.

27 In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized
28 Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If,
however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of
each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net
Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized
Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

1 The calculation of claims below is not an estimate of the amount you will receive. It is a
2 formula for allocating the Net Settlement Fund among all Authorized Claimants. A claim will be
calculated as follows:

3 **Claims for the June 19, 2014 Public Offering**

4 Public Offering Price: \$30.50 per share
5 Closing price on the date the lawsuit was filed²: \$20.22 per share

6 For shares of Revance common stock purchased, pursuant to the Company's June 18, 2014
Registration Statement and

- 7 (1) sold on or before April 30, 2015, the claim per share is the least of (i) the Purchase Price
8 less the Sales Price, or (ii) \$30.50 less the Sales Price;
9 (2) retained at the close of trading on April 30, 2015, or, sold on or after May 1, 2015, the
10 claim per share is the least of (i) \$30.50 less \$20.22, or (ii) the Purchase Price less the
Sales Price.

11 In the event a Class Member has more than one purchase, acquisition, or sale of Revance
12 common stock during the Eligibility Period, all purchases, acquisitions, and sales within the Eligibility
13 Period shall be matched on a First-In, First-Out ("FIFO") basis for purposes of calculating a claim.
Under the FIFO method, Eligibility Period sales will be matched first against any holdings at the
beginning of the Eligibility Period, and then in chronological order against Revance common stock
purchased or acquired during the Eligibility Period.

14 A purchase, acquisition, or sale of Revance common stock shall be deemed to have occurred on
15 the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase,
16 acquisition, and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise
or operation of law of Revance common stock during the Eligibility Period shall not be deemed a
17 purchase, acquisition, or sale of Revance common stock for the calculation of a claimant's recognized
claim nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such
18 shares unless specifically provided in the instrument of gift or assignment. The receipt of Revance
common stock during the Eligibility Period in exchange for securities of any other corporation or entity
shall not be deemed a purchase, acquisition, or sale of Revance common stock.

19 Payment according to the Plan of Allocation will be deemed conclusive against all Authorized
20 Claimants. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, any claims
administrator, any other Person designated by Plaintiff's Counsel, Defendants, Defendants' Related
21 Persons, or counsel to Defendants or their Related Persons based on distributions made substantially in
accordance with the Stipulation, the Plan of Allocation, or further orders of the Court.

22 Covering purchases during the Eligibility Period for shares originally sold short will be excluded
23 from the calculation of an Authorized Claimant's recognized claim. In the event that there is a short
position in Revance common stock, the date of covering a "short sale" is deemed to be the date of
24 purchase of the stock. The date of a "short sale" is deemed to be the date of sale of the stock. The
earliest Eligibility Period purchases shall be matched against such short position, and not be entitled to a
recovery, until that short position is fully covered.

25 With respect to Revance common stock purchased or sold through the exercise of an option, the
26 purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price of
the stock is the exercise price of the option. Any recognized claim arising from purchases of Revance
27

28 ² The first complaint was filed on May 1, 2015.

1 common stock acquired during the Eligibility Period through the exercise of an option on Revance
2 common stock shall be computed as provided for other purchases of Revance common stock in the Plan
of Allocation.

3 The total of all profits shall be subtracted from the total of all losses from transactions during the
4 Eligibility Period to determine if a Class Member has a recognized claim. Only if a Class Member had
a net market loss, after all profits from transactions in Revance common stock during the Eligibility
5 Period are subtracted from all losses, will such Class Member be eligible to receive a distribution from
the Net Settlement Fund. Shares held as of the beginning of the Eligibility Period will be excluded for
6 purposes of calculating a market gain or loss.

7 If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized
Claimant will be zero. If an Authorized Claimant has an overall market loss, that Authorized
8 Claimant's recognized claim will be limited to the amount of total market loss. The Claims
Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund
9 based on his, her, or its recognized claim as compared to the total recognized claims of all Authorized
Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a
distribution of less than \$10.00.

10 Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement
11 proceeds. The Settlement and the Final Judgment dismissing this Litigation will nevertheless bind
Class Members who do not submit a request for exclusion and/or submit an acceptable Proof of Claim.

12 Please contact the Claims Administrator or Lead Counsel if you disagree with any
13 determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied
with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and
14 the claims administration process, to decide the issue by submitting a written request.

15 Defendants, their respective counsel, and all other Related Persons will have no responsibility or
liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement
16 Fund, the Plan of Allocation, or the payment of any claim. Plaintiff and Plaintiff's Counsel, likewise,
will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

17 Distributions will be made to Authorized Claimants after all claims have been processed and
18 after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by
reason of un-cashed distribution checks or otherwise, then, after the Claims Administrator has made
19 reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution
of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund
20 after at least six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any
valid claims which were submitted after the initial distribution of the Net Settlement Fund; (b) second,
21 to pay additional settlement administration fees, costs, and expenses, including those of Plaintiff's
Counsel as may be approved by the Court; and (c) to make a second distribution to claimants who
22 cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of
the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in
23 making this second distribution, if such second distribution is economically feasible. These
redistributions shall be repeated, if economically feasible, until the balance remaining in the Net
24 Settlement Fund is *de minimis* and such remaining balance shall then be distributed to Bay Area Legal
Aid.

25 **MUST I CONTACT PLAINTIFF'S COUNSEL IN ORDER TO PARTICIPATE IN**
26 **DISTRIBUTION OF THE SETTLEMENT FUND?**

27 No. If you have received this Notice and timely submit your Proof of Claim to the address
28 designated on the Proof of Claim form accompanying this Notice, you need not contact Plaintiff's

1 Counsel. If you did not receive this Notice by mail but believe you should have, or if your address
2 changes, please contact the Claims Administrator at:

3 *Revance Securities Litigation*
4 Claims Administrator
5 c/o Gilardi & Co. LLC
6 P.O. Box 8040
7 San Rafael, CA 94912-8040
8 Phone: 1-888-279-2322
9 www.revancesecuritiessettlement.com

10 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

11 The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation
12 is terminated, the Litigation will proceed as if the Stipulation had not been entered into.

13 **WHAT ARE THE REASONS FOR SETTLEMENT?**

14 The Court has not reached any decisions regarding the merits of the claims or defenses asserted
15 in the Litigation. Instead, Plaintiff and Defendants have agreed to this Settlement, which was reached
16 with the substantial assistance of the Hon. Layn R. Phillips (Ret.), a highly experienced mediator of
17 complex class actions. In reaching the Settlement, the Settling Parties have avoided the cost, delay, and
18 uncertainty of further litigation.

19 As in any litigation, Plaintiff and the Class would face an uncertain outcome if they did not
20 agree to the Settlement. The Settling Parties expected that the case could continue for a lengthy period
21 of time and that if Plaintiff succeeded, Defendants would file appeals that would postpone final
22 resolution of the case. Continuation of the case against Defendants could result in a judgment greater
23 than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery
24 that is less than the amount of the Settlement.

25 Plaintiff and Plaintiff's Counsel believe that this Settlement is fair and reasonable to the
26 Members of the Class. They have reached this conclusion for several reasons. Specifically, if the
27 Settlement is approved, the Class will receive a significant monetary recovery. Additionally, Plaintiff's
28 Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the
significant risk, delay and uncertainty of continued litigation, are an excellent result for the Class.

WHO REPRESENTS THE CLASS?

The law firms of Robbins Geller Rudman & Dowd LLP, and Vanoverbeke Michaud & Timmony, P.C. represent you and other Class Members. These lawyers are called Plaintiff's Counsel. These lawyers will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund; you will not be otherwise charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE PLAINTIFF'S LAWYERS BE PAID?

Plaintiff's Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. Plaintiff's Counsel will apply for an award not to exceed 33% of the Settlement Fund, plus payment of expenses incurred in connection with the Litigation in an amount not to exceed \$85,000. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

1 The attorneys' fees and expenses requested will be the only payment to Plaintiff's Counsel for
2 their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly
3 contingent basis. Plaintiff's Counsel have committed significant time and expenses in litigating this
4 case for the benefit of the Class. To date, Plaintiff's Counsel have not been paid for their services in
5 conducting this Litigation on behalf of the Plaintiff and the Class, or for their expenses. The fees
6 requested will compensate Plaintiff's Counsel for their work in achieving the Settlement. The Court
7 will decide what constitutes a reasonable fee award and may award less than the amount requested by
8 Plaintiff's Counsel.

9 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

10 If you want to keep the right to sue or continue to sue Defendants on your own about the legal
11 issues in this case, then you must take steps to get out of the Class. This is called excluding yourself
12 from, or "opting out" of, the Class.

13 To exclude yourself from the Class, you must send a letter by mail saying that you want to be
14 excluded from the Class in the following action: *City of Warren Police and Fire Retirement System v.*
15 *Revance Therapeutics, Inc., et al.*, Case No. 1-15-CV-287794. Be sure to include your name, address,
16 telephone number, and sign the letter. You should also include the number of shares of Revance
17 common stock you purchased or acquired that are subject to the Litigation. Your exclusion request
18 must be **postmarked no later than** _____, **2017** and sent to the Claims Administrator at:

19 *Revance Securities Litigation*
20 Claims Administrator
21 Gilardi & Co. LLC
22 P.O. Box 8040
23 San Rafael, CA 94912-8040

24 You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion,
25 you will not receive a Settlement payment, and you cannot object to the Settlement. If you make a
26 proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

27 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND**
28 **EXPENSES AND/OR THE PLAN OF ALLOCATION?**

29 Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not
30 you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and
31 expenses, and/or the Plan of Allocation. In order for any objection to be considered, you must file a
32 written statement, accompanied by proof of Class membership, with the Court, and send to Lead
33 Counsel **postmarked by** _____, **2017**. The Court's address is: Superior Court of Santa Clara, 191
34 North First Street, San Jose, CA 95113, and Lead Counsel's address is: Robbins Geller Rudman &
35 Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o Ellen Gusikoff Stewart.
36 Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard
37 orally at the Settlement Fairness Hearing are required to indicate in their written objection their
38 intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any,
39 they intend to introduce into evidence. A Class Member who **does not** file a written objection may
40 appear and object at the Settlement Fairness Hearing.

41 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF**
42 **FROM THE SETTLEMENT?**

43 Objecting is telling the Court that you do not like something about the proposed Settlement, the
44 Plan of Allocation, or Plaintiff's Counsel's request for an award of attorneys' fees and expenses. You

1 can object *only* if you stay in the Class. Excluding yourself is telling the Court that you do not want to
2 be part of the Class. If you exclude yourself, you have no basis to object because the case no longer
applies to you.

3 **HOW CAN I GET A PAYMENT?**

4 In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is
5 enclosed with this Notice or it may be downloaded at www.revancesecuritiessettlement.com. Read the
instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it,
6 and mail or submit it online so that it is **postmarked (if mailed) or received (if filed electronically) no**
7 **later than _____, 2017.** The claim form may be submitted online at
www.revancesecuritiessettlement.com. If you do not submit a valid Proof of Claim form, you will not
8 receive a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from
the Class as described above, you will still be bound in all other respects by the Settlement, the
Judgment, and the releases contained in them.

9 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

10 Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue,
11 continue to sue, or be part of any other lawsuit against the Defendants relating to the same issues
asserted in this case or to issues that could have been asserted in this case. It also means that all of the
12 Court's orders will apply to you and legally bind you and you will release your Released Claims in this
case against Defendants and their Related Persons. "Released Claims" shall collectively mean any and
13 all claims, debts, demands, disputes, rights, causes of action, suits, damages, or liabilities of any kind,
nature, and character whatsoever (including, but not limited to, any claims for damages, interest,
14 attorneys' fees, expert or consulting fees, and any and all other costs, expert or consulting fees, and any
and all other costs, expenses or liabilities whatsoever), whether under federal, state, local, statutory,
15 common law, foreign law, or any other law, rule or regulation, whether fixed or contingent, accrued or
unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, including Unknown
16 Claims (defined below), whether or not concealed or hidden (including, but not limited to, claims for
securities fraud, negligence, gross negligence, professional negligence, breach of any duty of care
17 and/or breach of duty of loyalty, fraud, breach of fiduciary duty, aiding and abetting a breach of
fiduciary duty, breach of contract, unjust enrichment, corporate waste, or violations of any statutes,
18 rules, duties or regulations) that have been or could have been or in the future could be asserted in any
forum, whether foreign or domestic, by Plaintiff or any Class Member, or any Person claiming through
19 or on behalf of them, against any of the Released Parties that concern, arise out of, are based on or
relate in any way, directly or indirectly, to (i) the purchase or sale of Revance common stock, and (ii)
20 the allegations, facts, events, transactions, acts, occurrences, statements, representations,
misrepresentations, or omissions which were or could have been alleged in the Litigation, including, but
21 not limited to, allegations relating to the Prospectus or Registration Statement dated June 18, 2014.
"Released Claims" further includes any and all claims arising out of, based upon or related to the
22 Settlement or resolution of the Litigation, except for any alleged breaches of the Stipulation.

23 "Related Persons" means each of a Defendant's past, present or future parents, subsidiaries,
affiliates, divisions and joint ventures, and their respective directors, officers, employees, partners,
24 members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders,
attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment
25 bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or
affiliated entities, any entity in which a Defendant has a controlling interest, any member of an
26 Individual Defendant's immediate family, or any trust of which any Individual Defendant is the settlor
or which is for the benefit of any Defendant and/or member(s) of his or her family.

1 **THE SETTLEMENT FAIRNESS HEARING**

2 The Court will hold a Settlement Fairness Hearing on _____, 2017, at 9:00 a.m., before
3 the Honorable Peter H. Kirwan at the Superior Court of California, County of Santa Clara, 191 North
4 First Street, San Jose, CA 95113, for the purpose of determining whether: (1) the Settlement of the
5 Litigation for \$6,400,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2)
6 to award Plaintiff's Counsel attorneys' fees and expenses out of the Settlement Fund; and (3) the Plan
of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement
Fairness Hearing without further notice to Members of the Class. If you want to attend the hearing, you
should check with Plaintiff's Counsel or the website beforehand to be sure that the date and/or time
have not changed.

7 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

8 This Notice contains only a summary of the terms of the proposed Settlement. The records in
9 this Litigation may be examined and copied at any time during regular office hours, and subject to
10 customary copying fees, at the Clerk of the Superior Court of California, County of Santa Clara. In
addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim
form, and proposed Judgment may be obtained by contacting the Claims Administrator at:

11 *Revance Securities Litigation*
12 Claims Administrator
13 c/o Gilardi & Co. LLC
14 P.O. Box 8040
15 San Rafael, CA 94912-8040
16 Phone: 1-888-279-2322
17 www.revancesecuritiessettlement.com
18 info@revancesecuritiessettlement.com

19 In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman &
20 Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 if you have any
21 questions about the Litigation or the Settlement or want to obtain Settlement documents.

22 **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

23 **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

24 If you hold any Revance common stock purchased or acquired pursuant and/or traceable to
25 Revance's June 19, 2014 secondary offering, as a nominee for a beneficial owner, then, within ten (10)
26 days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to
27 all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims
28 Administrator:

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Revance Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
info@revancesecuritiessettlement.com

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: _____, 2016

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
HONORABLE PETER H. KIRWAN

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
4 Telephone: 619/231-1058
619/231-7423 (fax)
5 - and -
SHAWN A. WILLIAMS (213113)
6 Post Montgomery Center
One Montgomery Street, Suite 1800
7 San Francisco, CA 94104
Telephone: 415/288-4545
8 415/288-4534 (fax)
9 Attorneys for Plaintiff

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 CITY OF WARREN POLICE AND FIRE)	Case No. 1-15-CV-287794
RETIREMENT SYSTEM, Individually and on)	
14 Behalf of All Others Similarly Situated,)	<u>CLASS ACTION</u>
15)	
Plaintiff,)	PROOF OF CLAIM AND RELEASE
16)	
vs.)	EXHIBIT A-2
17)	
REVANCE THERAPEUTICS, INC., et al.,)	Judge: Hon. Peter H. Kirwan
18)	Dept: 1
Defendants.)	Date Action Filed: 05/01/15
19)	

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Member of the Class based on your claims in the action entitled *City of*
3 *Warren Police and Fire Retirement System v. Revance Therapeutics, Inc., et al.*, Case No. 1:15-CV-
4 287794 (the “Litigation”), you must complete and, on page __ hereof, sign this Proof of Claim and
5 Release (“Proof of Claim”). If you fail to file a properly addressed (as set forth in paragraph 3 below)
6 Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net
7 Settlement Fund created in connection with the proposed Settlement of the Litigation.

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

10 3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED**
11 **PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED**
12 **HEREIN, ON OR BEFORE _____, 2017, ADDRESSED AS FOLLOWS:**

13 *Revance Securities Litigation*
14 Claims Administrator
15 c/o Gilardi & Co. LLC
16 P.O. Box 8040
San Rafael, CA 94912-8040
Online Submissions: www.revancesecuritiessettlement.com

17 If you are NOT a Member of the Class, as defined in the Notice of Proposed Settlement of Class Action
18 (the “Notice”), DO NOT submit a Proof of Claim.

19 4. If you are a Member of the Class and you do not timely request exclusion in connection
20 with the proposed Settlement, you will be bound by the terms of any judgment entered in the Litigation,
21 including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

22 **II. CLAIMANT IDENTIFICATION**

23 If you purchased or acquired the common stock of Revance Therapeutics, Inc. (“Revance” or the
24 “Company”) pursuant and/or traceable to the Registration Statement and Prospectus for Revance’s June
25 19, 2014 secondary offering, use Part I of this form entitled “Claimant Identification” to list the
26 claimant name, mailing address, and account information if relevant (such as for a claim submitted on
27 behalf of an IRA, Trust, or estate account). Please list the most current claimant or account name as
28

1 you would like the information to appear on the check, if eligible for payment. Please also provide a
2 telephone number and/or e-mail address, as the Claims Administrator may need to contact you with
3 questions about the claim submitted. If your Claimant Identification information changes, please notify
4 the Claims Administrator in writing at the address above.

5 If you are acting in a representative capacity on behalf of a Class Member (for example, as an
6 executor, administrator, trustee, or other representative), you must submit evidence of your current
7 authority to act on behalf of that Class Member. Such evidence would include, for example, letters
8 testamentary, letters of administration, or a copy of the trust documents or other documents which
9 provide you with the authority to submit the claim. Please also indicate your representative capacity
10 under your signature on page __ of this claim form.

11 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
12 transactions may request to, or may be requested to, submit information regarding their transactions in
13 electronic files. If you have a large number of transactions and wish to file your claim electronically,
14 you must contact the Claims Administrator at 1-888-279-2322 to obtain the required file layout.

15 **III. CLAIM FORM**

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

20 On the schedules, provide all of the requested information with respect to *all* of your purchases
21 or acquisitions and *all* of your sales of Revance common stock between June 19, 2014 and May 1,
22 2015, inclusive, which took place pursuant to and/or traceable to Revance’s secondary offering on or
23 about June 19, 2014, whether such transactions resulted in a profit or a loss. You must also provide all
24 of the requested information with respect to *all* of the shares of Revance common stock you held at the
25 close of trading on June 18, 2014 and at the close of trading on May 1, 2015. Failure to report all such
26 transactions may result in the rejection of your claim.
27
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1 List these transactions separately and in chronological order, by trade date, beginning with the
2 earliest. You must accurately provide the month, day, and year of each transaction you list.

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

5 Copies of stockbroker confirmation slips, stockbroker statements, or other documents
6 evidencing your transactions in Revance common stock should be attached to your claim. If any such
7 documents are not in your possession, please obtain a copy or equivalent documents from your broker
8 because these documents are necessary to prove and process your claim. Failure to provide this
9 documentation could delay verification of your claim or result in rejection of your claim.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

City of Warren Police and Fire Retirement System v. Revance Therapeutics, Inc., et al.,

Case No. 1:15-CV-287794

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:

_____, 2017

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

E-Mail Address

1 PART II: SCHEDULE OF TRANSACTIONS IN REVANCE COMMON STOCK

2 A. Number of shares of Revance common stock held at the close of trading on June 18,
3 2014

4 B. Purchases or acquisitions of Revance common stock between June 19, 2014 and May 1,
5 2015, inclusive:

Trade Date Mo. Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

9 IMPORTANT: (i) If any purchase listed covered a "short sale," please mark Yes: Yes

10 (ii) If you received shares through an acquisition or merger, please identify the date, the share
11 amount and the company acquired:

12 _____
13 MM/DD/YYYY Merger Shares Company

14 C. Sales of Revance common stock between June 19, 2014 and May 1, 2015, inclusive:

Trade Date Mo. Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

19 D. Number of shares of Revance common stock held at the close of trading on May 1,
20 2015: _____.

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

23 **YOUR SIGNATURE ON PAGE ___ WILL CONSTITUTE YOUR**
24 **ACKNOWLEDGMENT OF THE RELEASE.**

25 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
26 **ACKNOWLEDGMENTS**

27 I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I
28 (We) also submit to the jurisdiction of the Superior Court of the State of California, County of Santa

1 Clara with respect to my (our) claim as a Class Member and for purposes of enforcing the release set
2 forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any
3 judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the
4 Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other
5 claim in connection with the purchase, acquisition, or sale of Revance common stock and know of no
6 other person having done so on my (our) behalf.

7 **V. RELEASE**

8 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
9 finally, and forever settle, release, and discharge from the Released Claims each and all of the Released
10 Parties as provided in the Stipulation.

11 2. "Related Persons" means each of a Defendant's past, present or future parents,
12 subsidiaries, affiliates, divisions and joint ventures, and their respective directors, officers, employees,
13 partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling
14 shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks
15 or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses,
16 heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any
17 member of an Individual Defendant's immediate family, or any trust of which any Individual Defendant
18 is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family.

19 3. "Released Claims" shall collectively mean any and all claims, debts, demands, disputes,
20 rights, causes of action, suits, damages, or liabilities of any kind, nature, and character whatsoever
21 (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting
22 fees, and any and all other costs, expert or consulting fees, and any and all other costs, expenses or
23 liabilities whatsoever), whether under federal, state, local, statutory, common law, foreign law, or any
24 other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or
25 unliquidated, at law or in equity, matured or unmatured, including Unknown Claims (defined below),
26 whether or not concealed or hidden (including, but not limited to, claims for securities fraud,
27 negligence, gross negligence, professional negligence, breach of any duty of care and/or breach of duty
28

1 of loyalty, fraud, breach of fiduciary duty, aiding and abetting a breach of fiduciary duty, breach of
2 contract, unjust enrichment, corporate waste, or violations of any statutes, rules, duties or regulations)
3 that have been or could have been or in the future could be asserted in any forum, whether foreign or
4 domestic, by Plaintiff or any Class Member, or any Person claiming through or on behalf of them,
5 against any of the Released Parties that concern, arise out of, are based on or relate in any way, directly
6 or indirectly, to (i) the purchase or sale of Revance common stock, and (ii) the allegations, facts, events,
7 transactions, acts, occurrences, statements, representations, misrepresentations, or omissions which
8 were or could have been alleged in the Litigation, including, but not limited to, allegations relating to
9 the Prospectus or Registration Statement dated June 18, 2014. "Released Claims" further includes any
10 and all claims arising out of, based upon or related to the Settlement or resolution of the Litigation,
11 except for any alleged breaches of the Stipulation.

12 4. "Released Parties" means each and all of the Defendants and their Related Persons.

13 5. This release shall be of no force or effect unless and until the Court approves the
14 Stipulation and the Settlement becomes effective on the Effective Date.

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

18 7. I (We) hereby warrant and represent that I (we) have included information about all of
19 my (our) purchases, acquisitions, and sales of Revance common stock between June 19, 2014 and May
20 1, 2015, inclusive, and the number of shares of Revance common stock held by me (us) at the close of
21 trading on June 18, 2014 and on May 1, 2015.

22 8. I (We) certify that I am (we are) not subject to backup withholding under the provisions
23 of Section 3406(a)(1)(C) of the Internal Revenue Code.

24 Note: If you have been notified by the Internal Revenue Service that you are subject to backup
25 withholding, please strike out the language that you are not subject to backup withholding in the
26 certification above.

27

28

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

3 Executed this _____ day of _____
4 (Month/Year)

5 in _____
6 (City) (State/Country)

7 _____
(Sign your name here)

8 _____
(Type or print your name here)

9 _____
10 (Capacity of person(s) signing,
11 e.g., Purchaser or Acquirer,
Executor or Administrator)

12 **ACCURATE CLAIMS PROCESSING TAKES A**
13 **SIGNIFICANT AMOUNT OF TIME.**
14 **THANK YOU FOR YOUR PATIENCE.**

14 Reminder Checklist:

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

21 **THIS PROOF OF CLAIM FORM MUST BE SUBMITTED ONLINE OR IF MAILED**
22 **POSTMARKED NO LATER THAN _____, ADDRESSED AS FOLLOWS:**

23 *Revance Securities Litigation*
24 Claims Administrator
25 c/o Gilardi & Co. LLC
26 P.O. Box 8040
27 San Rafael, CA 94912-8040
28 www.revancesecuritiessettlement.com

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
4 Telephone: 619/231-1058
619/231-7423 (fax)
5 - and -
SHAWN A. WILLIAMS (213113)
6 Post Montgomery Center
One Montgomery Street, Suite 1800
7 San Francisco, CA 94104
Telephone: 415/288-4545
8 415/288-4534 (fax)
9 Attorneys for Plaintiff

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 CITY OF WARREN POLICE AND FIRE)	Case No. 1-15-CV-287794
RETIREMENT SYSTEM, Individually and on)	
14 Behalf of All Others Similarly Situated,)	<u>CLASS ACTION</u>
15)	
Plaintiff,)	SUMMARY NOTICE OF PROPOSED
16 vs.)	SETTLEMENT OF CLASS ACTION
17)	
REVANCE THERAPEUTICS, INC., et al.,)	EXHIBIT A-3
18)	
Defendants.)	Judge: Hon. Peter H. Kirwan
19)	Dept: 1
20)	Date Action Filed: 05/01/15

1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED OR OTHERWISE**
2 **ACQUIRED REVANCE THERAPEUTICS, INC. (“REVANCE” OR THE “COMPANY”)**
3 **COMMON STOCK DURING THE PERIOD BEGINNING ON JUNE 19, 2014 AND ENDING**
4 **ON MAY 1, 2015, AND PURSUANT AND/OR TRACEABLE TO THE REGISTRATION**
5 **STATEMENT AND PROSPECTUS FOR THE COMPANY’S JUNE 19, 2014 PUBLIC**
6 **OFFERING (THE “CLASS”)**

7 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
8 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

9 YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2017, at _:___ .m.,
10 before the Honorable Peter H. Kirwan at the Superior Court of California, County of Santa Clara, 191
11 North First Street, San Jose, CA 95113, to determine whether: (1) the proposed Settlement as set forth
12 in the Stipulation of Settlement dated October 31, 2016 (“Stipulation”) of the above-captioned action
13 (“Litigation”) for \$6,400,000 in cash should be approved by the Court as fair, reasonable, and adequate;
14 (2) the Plan of Allocation should be approved by the Court, as fair, reasonable, and adequate; and (3) to
15 award Plaintiff’s Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the
16 Notice of Proposed Settlement of Class Action (“Notice”), which is discussed below).

17 This Litigation is a securities class action brought on behalf of those Persons who purchased or
18 otherwise acquired the common stock of Revance pursuant and/or traceable to the Registration
19 Statement and Prospectus (“Registration Statement”) issued in connection with Revance’s June 19,
20 2014 public offering (“Offering”) during the period beginning on June 19, 2014 and ending on May 1,
21 2015, against Revance and certain of its executives and the Underwriters of the Offering for allegedly
22 misstating and omitting material facts from the Registration Statement filed with the U.S. Securities and
23 Exchange Commission (“SEC”) in connection with the Offering. Defendants deny all of Plaintiff’s
24 allegations.

25 IF YOU PURCHASED OR OTHERWISE ACQUIRED REVANCE COMMON STOCK
26 DURING THE PERIOD BEGINNING ON JUNE 19, 2014 AND ENDING ON MAY 1, 2015, AND
27 PURSUANT AND/OR TRACEABLE TO THE REGISTRATION STATEMENT FILED WITH THE
28 SEC IN CONNECTION WITH THE COMPANY’S JUNE 19, 2014 OFFERING, YOUR RIGHTS
MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION.

1 To share in the distribution of the Net Settlement Fund, you must establish your rights by
2 submitting a Proof of Claim and Release (“Proof of Claim”) by mail (postmarked no later than _____)
3 or submitted electronically no later than _____, 2017. Your failure to submit your Proof of Claim by
4 _____, 2017, will subject your claim to possible rejection and may preclude you from receiving any of
5 the recovery in connection with the Settlement of this Litigation. If you are a Member of the Class and
6 do not request exclusion, you will be bound by the Settlement and any judgment and release entered in
7 the Litigation, including, but not limited to, the Judgment, whether or not you submit a Proof of Claim.
8 Lead Counsel represent you and other Members of the Class. If you want to be represented by your
9 own lawyer, you may hire one at your own expense.

10 If you have not received a copy of the Notice, which more completely describes the Settlement
11 and your rights thereunder (including your right to object to the Settlement or exclude yourself from the
12 Class), and a Proof of Claim form, you may obtain these documents, as well as a copy of the Stipulation
13 (which, among other things, contains definitions for the defined terms used in this Summary Notice)
14 and other Settlement documents, online at www.revancesecuritiessettlement.com, or by writing to:

15 *Revance Securities Litigation*
16 Claims Administrator
17 c/o Gilardi & Co. LLC
18 P.O. Box 8040
19 San Rafael, CA 94912-8040
20 Phone: 1-888-279-2322
21 www.revancesecuritiessettlement.com

22 Inquiries may also be made to a representative of Lead Counsel:

23 ROBBINS GELLER RUDMAN
24 & DOWD LLP
25 Shareholder Relations
26 Rick Nelson
27 655 West Broadway, Suite 1900
28 San Diego, CA 92101
Phone: 1-800-449-4900

29 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

30 IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A
31 REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED NO LATER THAN
32 _____, 2017, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL

1 MEMBERS OF THE CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE CLASS
2 WILL BE BOUND BY THE SETTLEMENT ENTERED IN THE LITIGATION EVEN IF THEY DO
3 NOT FILE A TIMELY PROOF OF CLAIM.

4 IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE
5 SETTLEMENT, THE PLAN OF ALLOCATION, AND/OR THE REQUEST BY PLAINTIFF'S
6 COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES. ANY OBJECTIONS
7 MUST BE FILED WITH THE COURT AND SENT TO LEAD COUNSEL POSTMARKED BY
8 _____, 2017, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

9

10 DATED: _____

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SANTA CLARA
HONORABLE PETER H. KIRWAN

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EXHIBIT B

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101-8498
4 Telephone: 619/231-1058
619/231-7423 (fax)
5 - and -
SHAWN A. WILLIAMS (213113)
6 Post Montgomery Center
One Montgomery Street, Suite 1800
7 San Francisco, CA 94104
Telephone: 415/288-4545
8 415/288-4534 (fax)
9 Attorneys for Plaintiff

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 CITY OF WARREN POLICE AND FIRE)	Case No. 1-15-CV-287794
RETIREMENT SYSTEM, Individually and on)	
14 Behalf of All Others Similarly Situated,)	<u>CLASS ACTION</u>
)	
15 Plaintiff,)	JUDGMENT AND ORDER GRANTING
)	FINAL APPROVAL OF CLASS ACTION
16 vs.)	SETTLEMENT
)	
17 REVANCE THERAPEUTICS, INC., et al.,)	EXHIBIT B
)	
18 Defendants.)	Judge: Hon. Peter H. Kirwan
)	Dept: 1
19 _____)	Date Action Filed: 05/01/15

1 WHEREAS, the Court is advised that the Settling Parties, through their counsel, have agreed,
2 subject to Court approval following notice to the Class and a hearing, to settle this Litigation upon the
3 terms and conditions set forth in the Stipulation of Settlement dated October 31, 2016 (the
4 “Stipulation”), which was filed with the Court;¹ and

5 WHEREAS, on _____, 2017, the Court entered its Order Preliminarily Approving
6 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the
7 form and manner of notice to the Class of the Settlement; and

8 WHEREAS, said notice has been made to the Class and the fairness hearing has been held
9 pursuant to the terms of the Order Preliminarily Approving Settlement and Providing for Notice; and

10 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings
11 herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is
12 fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been held after notice to
13 the Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and whether
14 the Judgment should be entered in this Litigation;

15 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

16 A. The provisions of the Stipulation, including definitions of the terms used therein, are
17 hereby incorporated by reference as though fully set forth herein.

18 B. This Court has jurisdiction of the subject matter of this Litigation and over all of the
19 Settling Parties and all Members of the Class.

20 C. Pursuant to §382 of the California Code of Civil Procedure, the Court hereby certifies,
21 for settlement purposes only, a Class defined as all persons or entities who purchased or otherwise
22 acquired Revance common stock pursuant and/or traceable to the Registration Statement and
23 accompanying documents effective June 18, 2014 issued in connection with the Company’s June 19,
24 2014 secondary offering. Excluded from the Class are Defendants and their families, the officers,
25 directors and affiliates of the Defendants, at all relevant times, members of their immediate families,
26

27 _____
28 ¹ All defined terms shall have the same meaning as set forth in the Stipulation.

1 heirs, successors or assigns and any entity in which Defendants have or had a controlling interest. Also
2 excluded is any Person who validly requested exclusion from the Class (*see* Exhibit A hereto).

3 D. With respect to the Class, this Court finds and concludes that: (a) the Members of the
4 Class are so numerous that joinder of all Class Members in the Litigation is impracticable; (b) there are
5 questions of law and fact common to the Class which predominate over any individual questions; (c) the
6 claims of the Plaintiff are typical of the claims of the Class; (d) the Plaintiff and its counsel have fairly
7 and adequately represented and protected the interests of all of the Class Members; and (e) a class
8 action is superior to other methods for the fair and efficient adjudication of the matter. Moreover, the
9 prosecution of separate actions by individual Members of the Class would create a risk of inconsistent
10 adjudications which would establish incompatible standards of conduct for Defendants, and, as a
11 practical matter, the disposition of this Litigation will influence the disposition of any pending or future
12 identical cases brought by other Members of the Class, and there were allegations that Defendants acted
13 or refused to act on grounds generally applicable to the Class.

14 E. The form, content, and method of dissemination of notice given to the Class was
15 adequate and reasonable and constituted the best notice practicable under the circumstances, including
16 individual notice to all Class Members who could be identified through reasonable effort.

17 F. Notice, as given, complied with the requirements of California law, satisfied the
18 requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

19 G. The Settlement set forth in the Stipulation is fair, reasonable, and adequate.

20 (i) The Settlement was negotiated at arm's length by Plaintiff on behalf of the Class
21 and by Defendants, all of whom were represented by highly experienced and skilled counsel. The case
22 settled only after: (a) a mediation conducted by an experienced mediator who was thoroughly familiar
23 with this Litigation; (b) the exchange of detailed mediation statements prior to the mediation which
24 highlighted the factual and legal issues in dispute; (c) Lead Counsel's extensive investigation, which
25 included, among other things, a review of Revance's press releases, U.S. Securities and Exchange
26 Commission filings, analyst reports, media reports and other publicly disclosed reports and information
27 about the Defendants; (d) the drafting and filing of a detailed Complaint for Violations of the Federal
28 Securities Laws; and (e) the exchange and review of non-public documents. Accordingly, both the

1 Plaintiff and Defendants were well-positioned to evaluate the settlement value of this Litigation. The
2 Stipulation has been entered into in good faith and is not collusive.

3 (ii) If the Settlement had not been achieved, both Plaintiff and Defendants faced the
4 expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either
5 Plaintiff's or Defendants' arguments, but notes these arguments as evidence in support of the
6 reasonableness of the Settlement.

7 H. Plaintiff and Lead Counsel have fairly and adequately represented the interests of the
8 Class Members in connection with the Settlement.

9 I. Plaintiff, all Class Members, and Defendants are hereby bound by the terms of the
10 Settlement set forth in the Stipulation.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Settlement on the terms set forth in the Stipulation is finally approved as fair,
13 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and
14 provisions of the Stipulation. The Settling Parties are to bear their own costs, except as otherwise
15 provided in the Stipulation.

16 2. All Released Parties are released in accordance with the Stipulation.

17 3. Upon the Effective Date, Plaintiff and each Class Member shall be deemed to have, and
18 by operation of this Judgment shall have, to the fullest extent permitted by law, fully, finally, and
19 forever released, waived, relinquished and discharged with prejudice, and be estopped from ever
20 asserting or reasserting, all Released Claims against the Released Parties, whether or not such Class
21 Member executes and delivers a Proof of Claim, and whether or not such Class Member shares in the
22 Settlement Fund.

23 4. Upon the Effective Date, each and every Class Member and any Person claiming through
24 or on behalf of them will be permanently and forever barred and enjoined from commencing,
25 instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or
26 equity, arbitration tribunal, administrative forum, or any other forum, asserting the Released Claims
27 against any of the Released Parties, whether or not such Class Member executes and delivers the Proof
28 of Claim and Release form, and whether or not such Class Member shares in the Settlement Fund.

1 5. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
2 operation of this Judgment shall have, fully, finally, and forever released Plaintiff, Plaintiff's Counsel,
3 and each and all of the Class Members from all Settled Defendants' Claims.

4 6. All Class Members who have not made their objections to the Settlement in the manner
5 provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or
6 otherwise.

7 7. All Class Members who have failed to properly file requests for exclusion (requests to
8 opt out) from the Class are bound by the terms and conditions of the Stipulation and this Final
9 Judgment.

10 8. The requests for exclusion, if any, by the persons or entities identified in Exhibit A to
11 this Judgment are accepted by the Court.

12 9. All other provisions of the Stipulation are incorporated into this Judgment as if fully
13 rewritten herein.

14 10. Neither the Stipulation nor the Settlement, nor any act performed or document executed
15 pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may
16 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released
17 Claim or of any wrongdoing or liability of the Defendants or their Related Persons; or (b) is or may be
18 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, any fault
19 or omission of any of the Defendants or their Related Persons in any civil, criminal or administrative
20 proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be an
21 admission or evidence that any claims asserted by Plaintiff were not valid in any civil, criminal or
22 administrative proceeding. Defendants and their Related Persons may file the Stipulation and/or this
23 Judgment in any action that may be brought against them in order to support a defense or counterclaim
24 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
25 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
26 counterclaim.

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ROBBINS GELLER RUDMAN
& DOWD LLP
SHAWN A. WILLIAMS
Post Montgomery Center
One Montgomery Street, Suite 1800
San Francisco, CA 94104
Telephone: 415/288-4545
415/288-4534 (fax)

ROBBINS GELLER RUDMAN
& DOWD LLP
SAMUEL H. RUDMAN
MARY K. BLASY
58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)

VANOVERBEKE MICHAUD &
TIMMONY, P.C.
THOMAS C. MICHAUD (appearance *pro*
hac vice)
79 Alfred Street
Detroit, MI 48201
Telephone: 313/578-1200
313/578-1201 (fax)

Attorneys for Plaintiff

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DECLARATION OF SERVICE BY MAIL

I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interested party in the within action; that declarant’s business address is 655 West Broadway, Suite 1900, San Diego, California 92101.

2. That on November 11, 2016, declarant served the **STIPULATION OF SETTLEMENT** by depositing a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed on the attached Service List.

3. That there is a regular communication by mail between the place of mailing and the places so addressed.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 11, 2016, at San Diego, California.



NATALEE HORSTMAN

REVANCE

Service List - 11/11/2016 (15-0056)

Page 1 of 1

Counsel for Defendant(s)

Linda C. Goldstein
Andrew A. Spievack
Dechert LLP
1095 Avenue of the Americas
New York, NY 10036-6797
212/698-3500
212/698-3599 (Fax)

Joseph A. Fazioli
Dechert LLP
2440 W. El Camino Real, Suite 700
Mountain View, CA 94040-1499
650/813-4800
650/813-4848 (Fax)

Joshua D.N. Hess
Dechert LLP
One Bush Street, Suite 1600
San Francisco, CA 94104
415/262-4500
415/262-4555 (Fax)

Stuart L. Gasner
Michael D. Celio
Laurie Carr Mims
Keker & Van Nest LLP
633 Battery Street
San Francisco, CA 94111
415/391-5400
415/397-7188 (Fax)

Counsel for Plaintiff(s)

Samuel H. Rudman
Robbins Geller Rudman & Dowd LLP
58 South Service Road, Suite 200
Melville, NY 11747
631/367-7100
631/367-1173 (Fax)

James J. Jaconette
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
619/231-1058
619/231-7423 (Fax)

Shawn A. Williams
Robbins Geller Rudman & Dowd LLP
Post Montgomery Center
One Montgomery Street, Suite 1800
San Francisco, CA 94104
415/288-4545
415/288-4534 (Fax)

Thomas C. Michaud
VanOverbeke Michaud & Timmony, P.C.
79 Alfred Street
Detroit, MI 48201
313/578-1200
313/578-1201 (Fax)