

**E-FILED**  
**8/1/2017 1:28:55 PM**  
**Clerk of Court**  
**Superior Court of CA,**  
**County of Santa Clara**  
**2015-1-CV-287794**  
**Reviewed By: R. Walker**

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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, ) CLASS ACTION  
)  
15 Plaintiff, ) [~~PROPOSED~~] JUDGMENT AND ORDER  
) GRANTING FINAL APPROVAL OF CLASS  
16 vs. ) ACTION SETTLEMENT  
)  
17 REVANCE THERAPEUTICS, INC., et al., ) Judge: Hon. Brian C. Walsh  
) Dept: 1  
18 Defendants. ) Date Action Filed: 05/01/15  
)  
19 \_\_\_\_\_ ) *BAW* July 28,  
Hearing Date: May 19, 2017  
20 Hearing Time: 9:00 a.m.  
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1 2014 Secondary Offering. Excluded from the Class are Defendants and their families, the officers,  
2 directors and affiliates of the Defendants, at all relevant times, members of their immediate families,  
3 heirs, successors or assigns and any entity in which Defendants have or had a controlling interest. By  
4 definition, also excluded is any Person who validly requested exclusion from the Class, of which there  
5 are none.

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

18  
19 E. The form, content, and method of dissemination of notice given to the Class was  
20 adequate and reasonable and constituted the best notice practicable under the circumstances, including  
21 individual notice to all Class Members who could be identified through reasonable effort.

22  
23 F. Notice, as given, complied with the requirements of California law, satisfied the  
24 requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

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

26 (i) The Settlement was negotiated at arm's length by Plaintiff on behalf of the Class  
27 and by Defendants, all of whom were represented by highly experienced and skilled counsel. The case  
28

1 settled only after: (a) a mediation conducted by an experienced mediator who was thoroughly familiar  
2 with this Litigation; (b) the exchange of detailed mediation statements prior to the mediation which  
3 highlighted the factual and legal issues in dispute; (c) Lead Counsel's extensive investigation, which  
4 included, among other things, a review of Revance's press releases, U.S. Securities and Exchange  
5 Commission filings, analyst reports, media reports and other publicly disclosed reports and information  
6 about the Defendants; (d) the drafting and filing of a detailed Complaint for Violations of the Federal  
7 Securities Laws; and (e) the exchange and review of non-public documents. Accordingly, both the  
8 Plaintiff and Defendants were well-positioned to evaluate the settlement value of this Litigation. The  
9 Stipulation has been entered into in good faith and is not collusive.

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

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

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

20 **IT IS HEREBY ORDERED THAT:**

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

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

1           3.       Upon the Effective Date, Plaintiff and each Class Member shall be deemed to have, and  
2 by operation of this Judgment shall have, to the fullest extent permitted by law, fully, finally, and  
3 forever released, waived, relinquished and discharged, and be estopped from ever asserting or  
4 reasserting, all Released Claims against the Released Parties, whether or not such Class Member  
5 executes and delivers a Proof of Claim, and whether or not such Class Member shares in the Settlement  
6 Amount.  
7

8           4.       Upon the Effective Date, each and every Class Member and any Person claiming through  
9 or on behalf of them will be permanently and forever barred and enjoined from commencing,  
10 instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or  
11 equity, arbitration tribunal, administrative forum, or any other forum, asserting the Released Claims  
12 against any of the Released Parties, whether or not such Class Member executes and delivers a Proof of  
13 Claim, and whether or not such Class Member shares in the Settlement Amount.  
14

15           5.       Upon the Effective Date, each of the Released Parties shall be deemed to have, and by  
16 operation of this Judgment shall have, fully, finally, and forever released Plaintiff, Plaintiff's Counsel,  
17 and each and all of the Class Members from all Settled Defendants' Claims.  
18

19           6.       All Class Members who have not made their objections to the Settlement in the manner  
20 provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or  
21 otherwise.  
22

23           7.       All Class Members who have failed to properly submit requests for exclusion (requests  
24 to opt out) from the Class are bound by the terms and conditions of the Stipulation and this Final  
25 Judgment.  
26

27           8.       All other provisions of the Stipulation are incorporated into this Judgment as if fully  
28 rewritten herein.

1           9.       Neither the Stipulation nor the Settlement, nor any act performed or document executed  
2 pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may  
3 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released  
4 Claim or of any wrongdoing or liability of the Defendants or their Related Persons; or (b) is or may be  
5 deemed to be, or may be used as, a presumption, concession, or admission of, or evidence of, any fault  
6 or omission of any of the Defendants or their Related Persons in any civil, criminal or administrative  
7 proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be an  
8 admission or evidence that any claims asserted by Plaintiff were not valid in any civil, criminal or  
9 administrative proceeding. Defendants and their Related Persons may file the Stipulation and/or this  
10 Judgment in any action that may be brought against them in order to support a defense or counterclaim  
11 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or  
12 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or  
13 counterclaim.  
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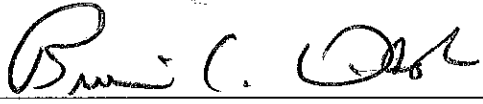
16           10.       In the event that the Stipulation is terminated in accordance with its terms: (i) this  
17 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Litigation  
18 shall proceed as provided in the Stipulation.  
19

20           11.       Without affecting the finality of this Judgment in any way, this Court retains continuing  
21 jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement  
22 Amount; (b) disposition of the Settlement Amount; (c) hearing and determining applications for  
23 attorneys' fees and expenses in the Litigation; and (d) all parties hereto for the purpose of construing,  
24 enforcing, and administering the Stipulation.  
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1           12.     The Court finds that during the course of the Litigation, the Settling Parties and their  
2 respective counsel at all times acted professionally and in compliance with California Code of Civil  
3 Procedure §128.7, and all similar statutes or court rules with respect to any claims or defenses in the  
4 Litigation.

5           IT IS SO ORDERED.

6  
7 DATED: July 28, 2017

  
8 HONORABLE BRIAN C. WALSH  
9 JUDGE OF THE SUPERIOR COURT

10 Submitted by:

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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 May 12, 2017, declarant served **[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION 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 May 12, 2017, at San Diego, California.

  
JACLYN STARK

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REVANCE

Service List - 5/12/2017 (15-0056)

Page 1 of 1

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