

28 MARCH 2017

NOTICE OF CLASS ACTION MEMORANDUM

DATE: MARCH 23, 2017

SECURITY DESCRIPTION: REVANCE THERAPEUTICS INC.

ISIN: US7613301099

HEARING DATE: MAY 19, 2017

EXCLUSION DATE: APRIL 19, 2017

PROOF OF CLAIM DEADLINE: JUNE 05, 2017

Enclosed for your consideration is a Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Proof of Claim involving the above-mentioned Security. Kindly note that if you wish to participate in the settlement please complete the enclosed Proof of Claim and forward it together with any supporting documentation if required, postmarked no later than: **JUNE 05, 2017**; to the following address:

CLAIMS ADMINISTRATOR:

Revance Securities Litigation

Claims Administrator

C/O Gilardi & Co LLC

Post Office Box 30249

College Station, TX 77842-3249

Website: www.revancecuritieslitigation.com

Telephone: 1-888-279-2322

Email: info@revancecuritieslitigation.com

Contact your account representative if you require additional information relating to activity within your account during the class action period.

**Kind Regards,
Corporate Actions/ Reorganization Department**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

CITY OF WARREN POLICE AND FIRE
RETIREMENT SYSTEM, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

REVANCE THERAPEUTICS, INC., et al.,

Defendants.

Case No. 1-15-CV-287794

CLASS ACTION

Judge: Hon. Brian C. Walsh

Dept: 1

Date Action Filed: 05/01/15

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

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

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

WHY SHOULD I READ THIS NOTICE?

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A PROOF OF CLAIM FORM POSTMARKED NO LATER THAN JUNE 5, 2017	The only way to get a payment.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN APRIL 19, 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.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION POSTMARKED NO LATER THAN APRIL 19, 2017	Write to the Court about why you don't like the Settlement.
GO TO A HEARING ON MAY 19, 2017, AT 9:00 A.M.	Speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up your rights.

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

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

WHAT IS THIS LAWSUIT ABOUT?

The Allegations and Status of the Case

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

Plaintiff, which purchased Revance common stock issued in connection with Revance's follow-on public offering on or about June 19, 2014, alleged that Defendants issued a materially false and misleading Registration Statement and Prospectus that misled investors regarding Revance's clinical 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.

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

The parties thereafter agreed to attend a mediation session conducted by a third-party neutral, the Hon. Layn R. Phillips (Ret.). In advance of the mediation, the parties voluntarily exchanged non-public documents, which were reviewed and analyzed. Plaintiff and Defendants then submitted and 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.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO PLAINTIFF OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PENDENCY OF THE LITIGATION AND PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

HOW DO I KNOW IF I AM A CLASS MEMBER?

If you purchased or otherwise acquired the common stock of Revance pursuant and/or traceable to the Registration Statement and Prospectus filed in connection with Revance's June 19, 2014 secondary offering, you are a Class Member. As set forth in the Stipulation, excluded from the Class are Defendants and their families, the officers, directors and affiliates of the Defendants, at all relevant times, members of their immediate families, heirs, successors or assigns and any entity in which Defendants have or had a controlling interest. Also excluded is any Person who validly requests exclusion from the Class.

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

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

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

Plaintiff estimates that there are approximately 2,990,000 shares of Revance common stock which may have been damaged during the period beginning on June 19, 2014 and ending on May 1, 2015 (the "Eligibility Period"). Plaintiff estimates that the average recovery under the Settlement is roughly \$2.14 per damaged share before notice and administration costs and the attorneys' fee and expense award as determined by the Court. Should the Court award attorneys' fees of 33% of the Settlement Fund (or \$2,112,000), Plaintiff's Counsel's expenses of up to \$85,000,

and the maximum estimated cost of notice and administration of the Settlement of \$275,000, the average per share recovery would be approximately \$1.31. Using certain estimates of the number of claims that are going to be filed (claims representing 30% of shares that may have been damaged) and the number of estimated claims that are going to be valid (70% of the 30%), it is estimated that approximately 627,900 shares will participate in the Settlement and the average recovery will be approximately \$6.26 per share. Of course, these are just estimates; a Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's recognized claim as compared to the total recognized 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.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

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

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

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized 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.

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

Claims for the June 19, 2014 Public Offering

Public Offering Price:	\$30.50 per share
Closing price on the date the lawsuit was filed ² :	\$20.22 per share

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

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

In the event a Class Member has more than one purchase, acquisition, or sale of Revance common stock during the Eligibility Period, all purchases, acquisitions, and sales within the Eligibility 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.

A purchase, acquisition, or sale of Revance common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase, 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 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 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.

Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, any claims administrator, any other Person

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

designated by Plaintiff's Counsel, Defendants, Defendants' Related 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.

Covering purchases during the Eligibility Period for shares originally sold short will be excluded 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 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.

With respect to Revance common stock purchased or sold through the exercise of an option, the 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 common stock acquired during the Eligibility Period through the exercise of an option on Revance common stock shall be computed as provided for other purchases of Revance common stock in the Plan of Allocation.

The total of all profits shall be subtracted from the total of all losses from transactions during the 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 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 purposes of calculating a market gain or loss.

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 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 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.

Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement 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.

Please contact the Claims Administrator or Lead Counsel if you disagree with any 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 the claims administration process, to decide the issue by submitting a written request.

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 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.

Distributions will be made to Authorized Claimants after all claims have been processed and 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 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 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, 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 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 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 Settlement Fund is *de minimis* and such remaining balance shall then be distributed to Bay Area Legal Aid.

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

No. If you have received this Notice and timely submit your Proof of Claim to the address designated on the Proof of Claim form accompanying this Notice, you need not contact Plaintiff's Counsel. If you did not receive this Notice by mail but believe you should have, or if your address changes, please contact the Claims Administrator at:

Revanco Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30249
College Station, TX 77842-3249
Phone: 1-888-279-2322
www.revancosecuritysettlement.com

THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED

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

WHAT ARE THE REASONS FOR SETTLEMENT?

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

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

Plaintiff and Plaintiff's Counsel believe that this Settlement is fair and reasonable to the Members of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a significant monetary recovery. Additionally, Plaintiff's 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.

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

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

To exclude yourself from the Class, you must send a letter by mail saying that you want to be excluded from the Class in the following action: *City of Warren Police and Fire Retirement System v. Revance Therapeutics, Inc., et al.*, Case No. 1-15-CV-287794. Be sure to include your name, address, telephone number, and sign the letter. You should also include the number of shares of Revance common stock you purchased or acquired that are subject to the Litigation. Your exclusion request must be **postmarked no later than April 19, 2017** and sent to the Claims Administrator at:

Revance Securities Litigation
EXCLUSIONS
Claims Administrator
Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901

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

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

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, and/or the Plan of Allocation. You may object by filing a written statement, accompanied by proof of Class membership, with the Court, and sending a copy to Lead Counsel **prior to the Settlement Fairness Hearing**. The Court's address is: Superior Court of Santa Clara, 191 North First Street, San Jose, CA 95113, and Lead Counsel's address is: Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o Ellen Gusikoff Stewart. Attendance at the Settlement Fairness Hearing is not necessary for your written objection to be considered. If you wish to be heard at the Settlement Fairness Hearing, you may appear and submit your objection in writing or orally at the hearing, without filing an objection or notice to appear in advance.

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

Objecting is telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, or Plaintiff's Counsel's request for an award of attorneys' fees and expenses. You can object **only** if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer applies to you.

HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is 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, and mail or submit it online so that it is **postmarked (if mailed) or received (if filed electronically) no later than June 5, 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 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.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, 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 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 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, 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, 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 Claims (defined in the Stipulation), 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 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, 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 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) the allegations, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions which were or could have been alleged in the Litigation, including, but 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 Settlement or resolution of the Litigation, except for any alleged breaches of the Stipulation.

"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, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment 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 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.

THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on May 19, 2017, at 9:00 a.m., before the Honorable Brian C. Walsh at the Superior Court of California, County of Santa Clara, 191 North First Street, San Jose, CA 95113, for the purpose of determining whether: (1) the Settlement of the Litigation for \$6,400,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) 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.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Litigation may be examined and copied at any time during regular office hours, and subject to 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:

Revance Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30249
College Station, TX 77842-3249
Phone: 1-888-279-2322
www.revancecuritiessettlement.com
info@revancecuritiessettlement.com

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

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

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

Revance Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30249
College Station, TX 77842-3249
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: January 6, 2017

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SANTA CLARA
HONORABLE BRIAN C. WALSH

CITY OF WARREN POLICE AND FIRE)
RETIREMENT SYSTEM, Individually and on Behalf)
of All Others Similarly Situated.)

CLASS ACTION

Judge: Hon. Brian C. Walsh

Dept: 1

Date Action Filed: 05/01/15

Defendants.

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III. CLAIM FORM

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

On the schedules, provide all of the requested information with respect to **all** of your purchases or acquisitions and **all** of your sales of Revance common stock between June 19, 2014 and May 1, 2015, inclusive, which took place pursuant to and/or traceable to Revance's secondary offering on or about June 19, 2014, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the shares of Revance common stock you held at the close of trading on June 18, 2014 and at the close of trading on May 1, 2015. Failure to report all such transactions may result in the rejection of your claim.

List these transactions separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a "short sale" is deemed to be the date of purchase of Revance common stock. The date of a "short sale" is deemed to be the date of sale of Revance common stock.

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

Official
Office
Use
Only



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OY ON

PURCHASES

PURCHASES										Total Purchase or Acquisition Price (Excluding Commissions, Taxes and Fees). Please round off to the nearest whole dollar										Proof of Purchase Enclosed?			
Trade Date(s) of Shares (List Chronologically)								Number of Shares Purchased or Acquired															
M M		D D		Y Y Y Y																			
1.			/			/						\$.00	<input type="radio"/> Y	<input type="radio"/> N
2.			/			/						\$.00	<input type="radio"/> Y	<input type="radio"/> N
3.			/			/						\$.00	<input type="radio"/> Y	<input type="radio"/> N
4.			/			/						\$.00	<input type="radio"/> Y	<input type="radio"/> N
5.			/			/						\$.00	<input type="radio"/> Y	<input type="radio"/> N

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

M M / D D / Y Y Y Y Merger Shares: Company:

SALES

SALES										Total Sales Price (Excluding Commissions, Taxes and Fees). Please round off to the nearest whole dollar										Proof of Sales Enclosed?														
Trade Date(s) of Shares (List Chronologically)								Number of Shares Sold																										
M M		D D		Y Y Y Y																														
1.	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="radio"/>
2.	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="radio"/>
3.	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="radio"/>
4.	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="radio"/>
5.	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="radio"/>

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IF YOU DO NOT FILL IN THIS CIRCLE THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

IF YOU DO NOT FILL IN THIS CIRCLE THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.
YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the Superior Court of the State of California, County of Santa Clara with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the purchase, acquisition, or sale of Revance common stock and know of no other person having done so on my (our) behalf.

V. RELEASE

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

2. "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, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment 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 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.

3. "Released Claims" shall collectively mean any and 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, 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, 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 Claims (defined in the Stipulation), 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 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, 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 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) the allegations, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, or omissions which were or could have been alleged in the Litigation, including, but 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 Settlement or resolution of the Litigation, except for any alleged breaches of the Stipulation.

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

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

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

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



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____
(Month/Year)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

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

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

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

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your Proof of Claim and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Proof of Claim please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE POSTMARKED (IF MAILED) OR
RECEIVED (IF SUBMITTED ONLINE) NO LATER THAN JUNE 5, 2017,
ADDRESSED AS FOLLOWS:**

Revance Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30249
College Station, TX 77842-3249
www.revancesecuritiessettlement.com

