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9 Employees Retirement Fund

**FILED**  
SAN MATEO COUNTY

SEP 07 2017

Clerk of the Superior Court  
By [Signature]  
DEPUTY CLERK

RECEIVED

AUG 11 2017

CLERK OF THE SUPERIOR COURT  
SAN MATEO COUNTY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN MATEO

12 In re AVALANCHE BIOTECHNOLOGIES, )  
13 INC. SHAREHOLDER LITIGATION )

Lead Case No. CIV536488

) CLASS ACTION

14 This Document Relates To: )

) ORDER PRELIMINARILY APPROVING  
) SETTLEMENT AND PROVIDING FOR  
) NOTICE

15 ALL ACTIONS. )  
16

Assigned for All Purposes to the  
Honorable Marie S. Weiner  
Dept. 2  
Date Action Filed: 12/07/15



FILE BY FAX

CIV536488  
ORD  
Order  
700275



1           WHEREAS, on August 3, 2017, the Parties to the above-entitled action (the “Action”)<sup>1</sup> entered  
2 into a Stipulation and Agreement of Settlement (the “Stipulation” or “Settlement”) which is subject to  
3 review by this Court and which, together with the exhibits thereto, sets forth the terms and conditions  
4 for the Settlement of the claims alleged in the Action and the Federal Court Action; and the Court  
5 having read and considered the Stipulation and the accompanying documents; and the Parties to the  
6 Stipulation having consented to the entry of this Order; and all capitalized terms used herein having the  
7 meanings defined in the Stipulation;

8           NOW, THEREFORE, IT IS HEREBY ORDERED, this 7<sup>th</sup> day of September 2017, that:

9           1. Pursuant to California Code of Civil Procedure §382 and California Rules of Court 3.765  
10 and 3.769, and for the purposes of the Settlement only, this Action is hereby preliminarily certified as a  
11 class action on behalf of all Persons that purchased or otherwise acquired Avalanche common stock  
12 between July 30, 2014 and June 15, 2015 (inclusive), including those Persons that purchased or  
13 otherwise acquired the Company’s common stock pursuant or traceable to the Company’s Registration  
14 Statement and Prospectus for the Company’s IPO and those Persons that purchased or otherwise  
15 acquired the Company’s common stock pursuant or traceable to the Company’s Registration Statement  
16 and Prospectus for the Company’s SPO. Excluded from the Class are: the Defendants; any officers or  
17 directors of Avalanche or the Underwriter Defendants during or after the Class Period; any corporation,  
18 trust or other entity in which any Defendant has a controlling interest; and the members of the  
19 immediate families of the Individual Defendants, and the Individual Defendants’ successors, heirs,  
20 assigns and legal representatives.

21           2. The Court preliminarily finds, for the purposes of the Settlement only, that the  
22 prerequisites for a class action under California Code of Civil Procedure §382 have been satisfied in  
23 that: (a) the number of Class Members is so numerous that joinder of all members thereof is  
24 impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs

25 \_\_\_\_\_  
26 <sup>1</sup> As used herein, the term “Parties” means Plaintiffs Beaver County Employees Retirement Fund,  
27 Arpan Bachhawat, and Srikanth Koneru, and Defendants Avalanche Biotechnologies, Inc., Thomas W.  
28 Chalberg, Jr., Linda C. Bain, Mark S. Blumenkranz, John P. McLaughlin, Steven D. Schwartz, Paul D.  
Wachter, Jefferies LLC, Cowen and Company, LLC, Piper Jaffray & Co., and William Blair &  
Company, L.L.C.

1 are typical of the claims of the Class they seek to represent; (d) Plaintiffs and Plaintiffs' Counsel will  
2 fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to  
3 the members of the Class predominate over any questions affecting only individual members of the  
4 Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication  
5 of this controversy.

6 3. For the purposes of the Settlement only, Plaintiffs Beaver County Employees Retirement  
7 Fund ("Beaver County"), Arpan Bachhawat and Srikanth Koneru are conditionally certified as the Class  
8 Representatives for the Action and the law firms of Robbins Geller Rudman & Dowd LLP and Faruqi  
9 & Faruqi LLP are conditionally appointed as Co-Counsel for the Class.

10 4. The Court preliminarily finds that:

11 (a) the Settlement resulted from informed, extensive arm's-length negotiations,  
12 including mediation among Beaver County and the Issuer Defendants and continued negotiations  
13 between all Parties in the Action and the Federal Court Action under the direction of a very experienced  
14 mediator, the Hon. Layn R. Phillips, U.S. District Court Judge (Ret.); and

15 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant providing  
16 notice of the Settlement to the Class.

17 5. A hearing (the "Settlement Fairness Hearing") is hereby scheduled to be held before the  
18 Court on January 19, 2018, ~~2017~~, at 1:00 a.m., for the following purposes:

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

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

23 (c) to determine whether the Final Judgment as provided under the Stipulation  
24 should be entered;

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

27 (e) to consider Plaintiffs' Counsel's application for an award of attorneys' fees and  
28 expenses;

1 (f) to consider Plaintiffs' request for the reimbursement of the costs and expenses  
2 (including lost wages) they incurred in prosecuting this Action and the Federal Court Action on behalf  
3 of the Class; and

4 (g) to rule upon such other matters as the Court may deem appropriate.

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

11 7. 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 8. 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,  
17 substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, within  
18 twenty-one (21) calendar days of this Order, to all Class Members who can be identified with  
19 reasonable effort. Avalanche, at its expense, shall promptly make, or cause to be made, the last known  
20 addresses of Class Members, or other identifying information, as set forth in the books and records  
21 regularly maintained by the Company, available to the Claims Administrator for the purpose of  
22 identifying and giving notice to the Class.

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

26 9. Lead Counsel shall, at least fourteen (14) calendar days before the Settlement Fairness  
27 Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim  
28 form and proof of publication of the Summary Notice.

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

5           11.     In order to be entitled to participate in the Net Settlement Fund, in the event the  
6 Settlement is consummated in accordance with its terms set forth in the Stipulation, each Class Member  
7 shall take the following actions and be subject to the following conditions:

8                   (a)     Within ninety (90) days after such time as set by the Court to mail notice to the  
9 Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims  
10 Administrator a completed Proof of Claim, substantially in a form contained in Exhibit A-2 attached  
11 hereto and as approved by the Court, signed under penalty of perjury and supported by such documents  
12 as are specified in the Proof of Claim and as are reasonably available to the Authorized Claimant.

13                   (b)     Except as otherwise ordered by the Court, all Class Members who fail to timely  
14 submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall  
15 be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth  
16 therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the  
17 releases contained therein, and the Final Judgment. Notwithstanding the foregoing, Lead Counsel may,  
18 in their discretion, accept for processing late submitted claims so long as the distribution of the Net  
19 Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim  
20 against Plaintiffs, Plaintiffs' Counsel or the Claims Administrator by reason of the decision to exercise  
21 such discretion whether to accept late-submitted claims.

22                   (c)     As part of the Proof of Claim, each Class Member shall submit to the jurisdiction  
23 of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement)  
24 release all Settled Claims as provided in the Stipulation.

25           12.     Class Members shall be bound by all determinations and judgments in this Action,  
26 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper  
27 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than  
28 sixty (60) calendar days after the date set for the initial mailing of the Notice to Class Members, mail a

1 request for exclusion in written form by first class mail postmarked to the address designated in the  
2 Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the  
3 person seeking exclusion, that the sender requests to be excluded from the Settlement, and must be  
4 signed by such person. Such persons requesting exclusion are also directed to state the date(s), price(s),  
5 and number(s) of shares of common stock they purchased or acquired during the Class Period. The  
6 request for exclusion shall not be effective unless it is made in writing within the time stated above, and  
7 the exclusion is accepted by the Court. Class Members requesting exclusion from the Class shall not be  
8 entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and  
9 Notice.

10 13. The Court will consider objections to the Settlement, the Plan of Allocation, the  
11 reimbursement of Plaintiffs' time and expenses, and/or the award of attorneys' fees and expenses. Any  
12 person wanting to object may do so in writing and/or by appearing at the Settlement Fairness Hearing.  
13 To the extent any person wants to object in writing, such objections and any supporting papers,  
14 accompanied by proof of Class membership, shall be filed with the Clerk of the Court, Superior Court  
15 of the State of California, County of San Mateo, 400 County Center, Redwood City, CA 94063, and  
16 copies of all such papers served no later than November 27, 2017, which is sixty (60) calendar days  
17 after the date set for the initial mailing of the Notice to the Class to each of the following: James I.  
18 Jaconette, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA  
19 92101 and Richard W. Gonnello, Faruqi & Faruqi LLP, 685 Third Avenue, 26th Floor, New York, NY  
20 10017, on behalf of the Plaintiffs and the Class and Robert L. Dell Angelo, Munger, Tolles & Olson  
21 LLP, 350 South Grand Avenue, 50th Floor, Los Angeles, CA 90071, on behalf of the Issuer  
22 Defendants. Persons who intend to object in writing to the Settlement, the Plan of Allocation, the  
23 request for an award of attorneys' fees and expenses and/or the request for the reimbursement of  
24 Plaintiffs' time and expenses in representing the Class and desire to present evidence at the Settlement  
25 Fairness Hearing must include in their written objections copies of any exhibits they intend to introduce  
26 into evidence at the Settlement Fairness Hearing. If an objector hires an attorney to represent him, her  
27 or it for the purposes of making an objection, the attorney must both effect service of a notice of  
28 appearance on counsel listed above and file it with the Court by no later than November 27, 2017.

1 A Class Member who files a written objection does not have to appear at the Settlement Fairness  
2 Hearing for the Court to consider his, her or its objection. Any member of the Class who does not make  
3 his, her, or its objection in the manner provided shall be deemed to have waived such objection and  
4 shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement set  
5 forth in the Stipulation, to the Plan of Allocation, and to the award of attorneys' fees and expenses to  
6 Lead Counsel and Plaintiffs' reimbursement for their time and expenses, unless otherwise ordered by  
7 the Court.

8 14. All papers in support of the Settlement, the Plan of Allocation, and any application by  
9 Lead Counsel for attorneys' fees and expenses and reimbursement of Plaintiffs' time and expenses shall  
10 be filed fourteen (14) calendar days prior to the deadline in paragraph 13 for objections to be filed. All  
11 reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness  
12 Hearing.

13 15. 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 16. Defendants' Counsel and Plaintiffs' Counsel shall promptly furnish each other with  
17 copies of any and all objections that come into their possession.

18 17. Pending final determination of whether the Settlement should be approved, the Plaintiffs,  
19 all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not  
20 institute, commence, maintain or prosecute, and are hereby barred and enjoined from instituting,  
21 commencing, maintaining or prosecuting, any action in any court or tribunal that asserts Settled Claims  
22 against any of the Released Parties.

23 18. 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 Plaintiffs nor  
26 any of their counsel shall have any obligation to repay any amounts actually and properly disbursed  
27 from the Settlement Fund as provided for in the Stipulation.

28

1           19.    If any specified condition to the Settlement set forth in the Stipulation is not satisfied and  
2 Plaintiffs or Defendants elect to terminate the Settlement, then, in any such event, the Stipulation,  
3 including any amendment(s) thereof, and this Order conditionally certifying the Class and the Class  
4 Representatives for purposes of the Settlement shall be null and void, of no further force or effect, and  
5 without prejudice to any party, and may not be introduced as evidence or referred to in this Action, the  
6 Federal Court Action or any action or proceedings by any person or entity for any purpose, and each  
7 party shall be restored to his, her or its respective position as it existed on March 16, 2017.

8           20.    The Court may adjourn or continue the Settlement Fairness Hearing without further  
9 written notice.

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

13  
14 DATED:           9/7/17          

  
\_\_\_\_\_  
THE HONORABLE MARIE S. WEINER  
JUDGE OF THE SUPERIOR COURT

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# **EXHIBIT A-1**

1 ROBBINS GELLER RUDMAN  
& DOWD LLP  
2 SHAWN A. WILLIAMS (213113)  
One Montgomery Street, Suite 1800  
3 San Francisco, CA 94104  
Telephone: 415/288-4545  
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San Diego, CA 92101  
7 Telephone: 619/231-1058  
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8  
9 Lead Counsel for Plaintiff Beaver County  
Employees Retirement Fund

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN MATEO

12 In re AVALANCHE BIOTECHNOLOGIES, ) Lead Case No. CIV536488  
13 INC. SHAREHOLDER LITIGATION )

14 ) CLASS ACTION

15 This Document Relates To: ) NOTICE OF PROPOSED SETTLEMENT OF  
16 ) CLASS ACTION

17 ) ALL ACTIONS. )  
18 ) EXHIBIT A-1

19 )  
20 ) Assigned for All Purposes to the  
21 ) Honorable Marie S. Weiner  
22 ) Dept. 2  
23 ) Date Action Filed: 12/07/15  
24 )  
25 )  
26 )  
27 )  
28 )

1 **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

2 **TO: ALL PERSONS THAT PURCHASED OR OTHERWISE ACQUIRED AVALANCHE**  
3 **BIOTECHNOLOGIES, INC. (“AVALANCHE” OR THE “COMPANY”) COMMON**  
4 **STOCK BETWEEN JULY 30, 2014 AND JUNE 15, 2015 (INCLUSIVE) (“CLASS**  
5 **PERIOD”), INCLUDING THOSE PERSONS THAT PURCHASED OR OTHERWISE**  
6 **ACQUIRED THE COMPANY’S COMMON STOCK PURSUANT OR TRACEABLE**  
7 **TO THE COMPANY’S REGISTRATION STATEMENT AND PROSPECTUS FOR**  
8 **THE COMPANY’S IPO AND THOSE PERSONS THAT PURCHASED OR**  
9 **OTHERWISE ACQUIRED THE COMPANY’S COMMON STOCK PURSUANT OR**  
10 **TRACEABLE TO THE COMPANY’S REGISTRATION STATEMENT AND**  
11 **PROSPECTUS FOR THE COMPANY’S SPO (“CLASS” OR “CLASS MEMBERS”)**

12 **IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY**  
13 **SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”).**

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

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

18 This Notice is given pursuant to an order issued by the Superior Court of California, County of  
19 San Mateo (the “Court”). This Notice serves to inform you of the proposed settlement of the above-  
20 captioned class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to  
21 be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set  
22 forth in the Stipulation and Agreement of Settlement dated August 3, 2017 (the “Stipulation”), by and  
23 between Plaintiff Beaver County Employees Retirement Fund (“State Court Plaintiff”) and Arpan  
24 Bachhawat and Srikanth Koneru (“Federal Court Plaintiffs,” and collectively with State Court Plaintiff,  
25 “Plaintiffs”), on behalf of themselves and the Class, and Defendants Avalanche, certain current or  
26 former officers or directors of Avalanche (the “Individual Defendants,” and collectively with  
27 Avalanche, the “Issuer Defendants”), and the underwriters of the Company’s July 30, 2014, initial  
28 public offering (“IPO”) and January 7, 2015, secondary public offering (“SPO”), specifically Jefferies  
LLC, Cowen and Company, LLC, Piper Jaffray & Co., and William Blair & Company, L.L.C. (the  
“Underwriter Defendants,” and collectively with the Issuer Defendants, “Defendants”).<sup>1</sup> This Notice is  
intended to inform you how this lawsuit and proposed Settlement may affect your rights and what steps  
you may take in relation to it. The Settlement also resolves the action filed in the United States District  
Court for the Northern District of California styled *In re Avalanche Biotechnologies Securities*  
*Litigation*, Master File No. 15-cv-03185 (the “Federal Court Action”). 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.

**WHAT IS THIS LAWSUIT ABOUT?**

**I. THE ALLEGATIONS**

Avalanche was a clinical-stage biotechnology company focused on the discovery and  
development of novel gene therapies to treat eye diseases. This Action and the Federal Court Action  
allege, among other things, that Defendants misrepresented and omitted material facts in the registration  
statements for the IPO and SPO and thereafter that the Issuer Defendants misrepresented and omitted  
material facts concerning the status of AVA-101, the Company’s main product under development.

<sup>1</sup> The Stipulation can be viewed and/or downloaded at  
[www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com). All capitalized terms used herein have the same  
meaning as the terms defined in the Stipulation.

1 AVA-101 was a gene therapy purportedly intended to treat wet age-related macular degeneration (wet  
2 AMD). In June 2015, Plaintiffs allege that Avalanche revealed the true results of the AVA-101 study –  
3 AVA-101 was neither safe nor effective, as a result the price of Avalanche’s common stock price  
4 dropped dramatically.

5 The Court has not ruled as to whether Defendants are liable to Plaintiffs or to the Class. This  
6 Notice is not intended to be an expression of any opinion by the Court with respect to the truth of the  
7 allegations in this Action or the Federal Court Action or the merits of the claims or defenses asserted.  
8 This Notice is solely to advise you of the pendency of the Action and the Federal Court Action and the  
9 proposed Settlement thereof and your rights in connection with that Settlement.

## 10 II. PROCEDURAL HISTORY

11 On July 9, 2015, plaintiff Joe Huang filed a putative class action lawsuit alleging violations of  
12 Section 10(b) of the Securities Exchange of 1934 (“Exchange Act”), 15 U.S.C. §78j(b), and Rule 10b-5  
13 thereunder, Section 20(a) of the Exchange Act, 15 U.S.C. §78t(a), Section 11 of the Securities Act of  
14 1933 (“Securities Act”), 15 U.S.C. §77k, and Section 15 of the Securities Act, 15 U.S.C. §77o, against  
15 Avalanche, and two executives of Avalanche in the United States District Court for the Northern  
16 District of California, entitled *Huang v. Avalanche Biotechnologies, Inc. et al.*, No. 3:15-cv-03185  
17 (“Huang Action”). Thereafter, two other actions were filed in federal court making similar allegations  
18 against the same defendants.

19 On September 23, 2015, the Honorable Samuel Conti of the Northern District of California  
20 consolidated the three actions filed in federal court and entitled the consolidated action *In re Avalanche  
21 Biotechnologies Securities Litigation*, Master File No. 15-cv-03185 (the “Federal Court Action”).

22 On November 3, 2015, the Federal Court Action was reassigned to the Honorable James Donato  
23 of the Northern District of California.

24 On December 7, 2015, State Court Plaintiff filed a Complaint for Violations of the Securities  
25 Act of 1933, a putative class action lawsuit alleging violations of Sections 11, 12(a)(2) and 15 of the  
26 Securities Act, 15 U.S.C. §§77k, 77l(a)(2), and 77o, against Venrock Management VI, LLC, VHCP  
27 Management LLC (collectively, the “Venrock Entities”), and Defendants, in the Superior Court for the  
28 State of California, County of San Mateo (the “Action”).

On December 17, 2015, the Honorable James Donato appointed Arpan Bachhawat as lead  
plaintiff in the Federal Court Action, pursuant to 15 U.S.C. §78u-4(a)(3)(B)(i), and appointed Faruqi &  
Faruqi LLP as lead counsel in the Federal Court Action, pursuant to 15 U.S.C. §78u-4(a)(3)(B)(v).

On January 29, 2016, Federal Court Plaintiffs filed a Consolidated Class Action Complaint  
against Defendants in the Federal Court Action.

On February 19, 2016, the Issuer Defendants filed a motion to dismiss the Consolidated Class  
Action Complaint in the Federal Court Action, in which the Underwriter Defendants joined.

On February 29, 2016, pursuant to State Court Plaintiff and Defendants’ stipulation, the Court  
designated the Action as complex; ordered State Court Plaintiff to file an Amended or Consolidated  
Complaint not later than April 7, 2016, or by that date deem the initial complaint the operative  
complaint; and appointed Robbins Geller Rudman & Dowd LLP lead counsel.

On April 7, 2016, State Court Plaintiff designated the Complaint for Violations of the Securities  
Act of 1933, filed in this Court on December 7, 2015, as the operative complaint in the Action.

On June 6, 2016, Defendants filed a motion in the State Court to stay the Action pending  
resolution of the Federal Court Action. Concurrently, the Issuer Defendants and the Underwriter

1 Defendants each filed separate alternative demurrers to State Court Plaintiff's Complaint for Violations  
2 of the Securities Act of 1933.

3 On June 15, 2016, State Court Plaintiff requested that the Court dismiss the Venrock Entities  
4 from the Action. The Court granted this request on June 22, 2016, and dismissed State Court Plaintiff's  
5 claims against the Venrock Entities without prejudice and without notice to putative class members.

6 On August 10, 2016, State Court Plaintiff commenced discovery efforts in the Action.

7 On August 19, 2016, after briefing and hearing oral argument, the State Court denied  
8 Defendants' motion to stay without prejudice; overruled Avalanche's demurrer; overruled the  
9 remaining Defendants' respective demurrers as to the first cause of action under Section 11 of the  
10 Securities Act and the third cause of action under Section 15 of the Securities Act; and sustained with  
11 leave to amend as to certain defendants' respective demurrers as to the second cause of action under  
12 Section 12(a)(2) of the Securities Act.

13 On August 31, 2016, the United States District Court for the Northern District of California  
14 heard oral argument on Defendants' motion to dismiss the Federal Court Action and, on November 3,  
15 2016, the court dismissed the Federal Court Action without prejudice.

16 On November 2, 2016, State Court Plaintiff filed a First Amended Complaint for Violations of  
17 the Securities Act of 1933 ("FAC") in the State Court.

18 On November 15, 2016, State Court Plaintiff and Defendants filed a Joint Stipulation and  
19 [Proposed] Order in the State Court informing the Court that they had agreed to attend a private  
20 mediation and requesting that the Court postpone a pending discovery conference and the deadline for  
21 Defendants to answer, demur or otherwise respond to the FAC. The Court signed the Order on  
22 November 17, 2016.

23 On December 2, 2016, Federal Court Plaintiffs filed a First Amended Consolidated Class Action  
24 Complaint in the Federal Court Action.

25 On January 10, 2017, State Court Plaintiff and the Issuer Defendants participated in a day-long  
26 mediation with the Hon. Layn R. Phillips, U.S. District Court Judge (Ret.). Although these parties did  
27 not reach agreement that day, Judge Phillips continued to work to achieve a resolution of all disputes  
28 between all parties in the Action and the Federal Court Action.

On January 23, 2017, Defendants filed a motion to dismiss the First Amended Consolidated  
Class Action Complaint in the Federal Court Action. Federal Court Plaintiffs opposed the motion on  
March 6, 2017.

On February 16, 2017, the Issuer Defendants filed a motion in the Federal Court Action  
requesting that the court stay discovery in the Action pursuant to the Securities Litigation Uniform  
Standards Act of 1998 ("SLUSA"). The Underwriter Defendants joined in that motion on February 23,  
2017. State Court Plaintiff opposed the motion on March 2, 2017. Defendants filed a reply in support  
of the motion on March 9, 2017.

On February 23, 2017, the Issuer Defendants filed a motion in the Federal Court Action  
requesting that the court certify a class in the Federal Court Action before ruling on the pending motion  
to dismiss. The proposed class was comprised of anyone who purchased or otherwise acquired  
Avalanche common stock between July 31, 2014 and June 15, 2015, inclusive, excluding Defendants.  
State Court Plaintiff and Federal Court Plaintiffs each filed briefs in opposition to the motion on March  
9, 2017, and Federal Court Plaintiffs moved for an order lifting the discovery stay imposed by the  
Private Securities Litigation Reform Act of 1995. The Issuer Defendants filed a reply in support of the  
motion on March 16, 2017.

1 On February 28, 2017, Defendants filed a motion in this Court to stay the Action pending: (1)  
2 resolution of the Federal Court Action; and/or (2) the United States Supreme Court's determination of  
3 *Cyan, Inc. v. Beaver County Employees Retirement Fund*, No. 15-1439, 2016 WL 3040512 (U.S.,  
4 Petition for *Certiorari* filed May 24, 2016). Concurrently, the Issuer Defendants and the Underwriter  
5 Defendants each filed separate alternative demurrers to State Court Plaintiff's FAC. State Court  
6 Plaintiff filed briefs in opposition to the stay motion and demurrers on March 14, 2017.

7 On or about March 16, 2017, State Court Plaintiff, Federal Court Plaintiffs, the Issuer  
8 Defendants, and the Underwriter Defendants (the "Parties") reached a global agreement-in-principle to  
9 settle the Action and the Federal Court Action. Thereafter, the Parties negotiated the terms of the  
10 settlement which resulted in the Parties executing the Stipulation.

11 On June 14, 2017, counsel for State Court Plaintiff and counsel for Federal Court Plaintiffs  
12 participated in an arbitration hearing before Judge Phillips regarding the division of attorneys' fees  
13 between Plaintiffs' Counsel. On June 16, 2017, Judge Phillips entered a stipulation and agreed-upon  
14 arbitration order setting forth the percentage allocation of any attorney's fees awarded by the Court  
15 between Plaintiffs' Counsel.

16 Defendants have denied, and continue to deny, that they did anything wrong.

#### 17 **HOW DO I KNOW IF I AM A CLASS MEMBER?**

18 If you purchased or acquired Avalanche common stock between July 30, 2014 and June 15,  
19 2015, inclusive, including those Persons that purchased or acquired the Company's stock pursuant or  
20 traceable to the Registration Statement and Prospectus in connection with the Company's IPO and/or  
21 pursuant or traceable to the Company's SPO, you are a Class Member. As set forth in the Stipulation,  
22 excluded from the Class are: the Defendants; any officers or directors of Avalanche or the Underwriter  
23 Defendants during or after the Class Period; any corporation, trust or other entity in which any  
24 Defendant has a controlling interest; and the members of the immediate families of the Individual  
25 Defendants, and the Individual Defendants' successors, heirs, assigns and legal representatives.

#### 26 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

27 The Settlement, if approved, will result in the creation of a cash settlement fund of \$13,000,000  
28 (the "Settlement Fund"). The Settlement Fund, plus accrued interest and minus the costs of this Notice  
and all costs associated with the administration of the Settlement Fund, as well as attorneys' fees and  
expenses, and the payment of Plaintiffs' time and expenses in representing the Class, as approved by the  
Court (the "Net Settlement Fund"), will be distributed to eligible Class Members pursuant to the Plan of  
Allocation that is described in the next section of this Notice.

#### 29 **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

30 The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among  
31 Class Members based on their respective alleged economic losses resulting from the securities law  
32 violations alleged in the Action and the Federal Court Action. The Claims Administrator shall  
33 determine each Class Member's share of the Net Settlement Fund based upon the recognized loss  
34 formula (the "Recognized Loss") described below. A Recognized Loss will be calculated for each  
35 share of Avalanche common stock purchased or otherwise acquired during the Class Period, including  
36 Avalanche common stock purchased or acquired in the Company's IPO and SPO. The calculation of  
37 Recognized Loss will depend upon several factors, including when the shares of Avalanche common  
38 stock were purchased or otherwise acquired and in what amounts, whether the shares were purchased or  
acquired in the SPO or traceable thereto, whether the shares were ever sold, and, if so, when they were  
sold and for what amounts. The Recognized Loss is not intended to estimate the amount a Class  
Member might have been able to recover after a trial, nor to estimate the amount that will be paid to  
Class Members pursuant to the Settlement. The Recognized Loss is the basis upon which the Net

1 Settlement Fund will be proportionately allocated to Class Members. The Claims Administrator will  
2 use its best efforts to administer and distribute the Net Settlement Fund to the extent that is equitably  
3 and economically feasible. Because the claims in the State Action were subject to a lower pleading  
4 standard and were in a more advanced procedural posture having survived a demurrer, Plaintiffs'  
5 Counsel believe it's appropriate that the economic losses for Class Members who purchased or acquired  
6 shares directly in or traceable to the SPO shall be entitled to 60% of the Net Settlement Fund to account  
7 for their greater likelihood of success and the remaining 40% of the Net Settlement Fund shall be  
8 distributed to claims related to the Federal Court Action.

#### 6 **FEDERAL COURT ALLOCATION**

7 The Plan of Allocation is based on the statistically significant stock price declines occurring on  
8 January 16, 2015 and June 16, 2015. A claim will be calculated as follows:

8 1. For shares of Avalanche common stock that were purchased *in the IPO or on the open*  
9 *market from July 30, 2014 through January 15, 2015*, and

10 (a) sold prior to *January 16, 2015*, the claim per share is \$0. No recovery was  
11 provided for these Class members as they sold their shares prior to any alleged  
12 corrective disclosure;

12 (b) sold from *January 16, 2015 through June 15, 2015*, the claim per share is the  
13 lesser of (a) the purchase price less the sales price, or (b) \$5.19 per share (market  
14 adjusted price decline on January 16, 2015);

14 (c) retained at the end of June 15, 2015, the claim per share is the lesser of (a) the  
15 purchase price less \$17.05 (June 16, 2015 closing price), or (b) \$27.10 per share (market  
16 adjusted price declines on January 16, 2015 and June 16, 2015).

16 2. For shares of Avalanche common stock that were purchased on *January 16, 2015*  
17 *through June 15, 2015*, and

17 (a) sold prior to *June 16, 2015*, the claim per share is \$0. No recovery was provided  
18 for these Class members as they sold their shares prior to any alleged corrective  
19 disclosure;

19 (b) retained at the end of June 15, 2015, the claim per share is the lesser of (a) the  
20 purchase price less \$17.05 (June 16, 2015 closing price), or (b) \$21.91 per share (market  
21 adjusted price decline on June 16, 2015).

#### 21 **STATE COURT ALLOCATION**

22 The State Court Allocation only includes Avalanche common stock purchased or acquired in or  
23 traceable to the SPO and is based on statutory damages pursuant to Section 11(e) of the 1933 Securities  
24 Act. A claim will be calculated as follows:

24 For shares of Avalanche common stock that were purchased or acquired in or are traceable to  
25 the SPO and

26 (a) sold prior to December 7, 2015, the claim per share is the purchase price per share (not  
27 to exceed the SPO price of \$59.00 per share) less the sales price per share;

27 (b) sold from December 7, 2015 through December 31, 2015, the claim per share is the  
28 purchase price per share (not to exceed the SPO price of \$59.00 per share) less the greater of (a)

1 the sales price per share, or (b) \$8.93 per share (December 7, 2015 closing price when the first  
2 State Court Action was filed);

3 (c) retained at the end of December 31, 2015, the claim per share is \$50.07 per share (the  
4 difference between the \$59.00 per share, the SPO price and the \$8.93 per share December 7,  
5 2015 closing price when the first State Court Action was filed).

6 In the event a Class Member has more than one purchase or acquisition or sale of Avalanche  
7 common stock during the Class Period, all purchases and sales within the Class Period shall be matched  
8 on a First-In, First-Out ("FIFO") basis. Class Period sales will be matched against purchases in  
9 chronological order, beginning with the earliest purchase made during the Class Period.

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

19 With respect to Avalanche common stock purchased or sold through the exercise of an option,  
20 the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price  
21 of the stock is the exercise price of the option. Any recognized claim arising from purchases of  
22 Avalanche common stock acquired during the Class Period through the exercise of an option on  
23 Avalanche common stock shall be computed as provided for other purchases of Avalanche common  
24 stock in the Plan of Allocation.

25 The total of all profits shall be subtracted from the total of all losses from transactions during the  
26 Class Period to determine if a Class Member has a recognized claim. Only if a Class Member had a net  
27 market loss, after all profits from transactions in Avalanche common stock during the Class Period are  
28 subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net  
Settlement Fund.

If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized  
Claimant will be \$0.00. 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.

If there is any balance remaining in the Net Settlement Fund after at least six (6) months from  
the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed  
checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among  
Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated  
until the balance remaining in the Net Settlement Fund is no longer feasible to distribute to Class  
Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to  
the Investor Justice Clinic of the University of San Francisco Law School.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member  
on equitable grounds.



1 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all  
2 Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any  
3 Claims Administrator, any other Person designated by Plaintiffs' Counsel, or any of the Released  
4 Parties based on the distributions made substantially in accordance with the Stipulation and the  
5 Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members  
who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in  
distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall  
be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the  
releases given.

6 **DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN**  
7 **DISTRIBUTION OF THE SETTLEMENT FUND?**

8 No. If you have received this Notice and timely submit your Proof of Claim to the designated  
9 address, you need not contact Plaintiffs' Counsel. If your address changes, please contact the Claims  
Administrator at:

10 *Avalanche Securities Litigation Settlement*  
11 c/o Gilardi & Co. LLC  
12 P.O. Box 404025  
13 Louisville, KY 40233-4205  
14 Phone: 877-764-5656  
15 [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com)

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

17 The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation  
18 is terminated, the certification of the Class will be vacated, and the Action and the Federal Action will  
19 proceed as if the Stipulation had not been entered into.

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

21 The Court has not reached any final decisions in connection with Plaintiffs' claims against  
22 Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with  
23 the substantial assistance of Judge Layn Phillips, a highly respected former United States District Court  
24 Judge with extensive experience in the mediation of complex class actions. In reaching the Settlement,  
25 the Parties have avoided the cost, delay and uncertainty of further litigation.

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

29 Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair and reasonable to the  
30 members of the Class. They have reached this conclusion for several reasons. Specifically, if the  
31 Settlement is approved, the Class will receive a certain and immediate monetary recovery.  
32 Additionally, Plaintiffs' Counsel believe that the significant and immediate benefits of the Settlement,  
33 when weighed against the risk, delay and uncertainty of continued litigation, are a favorable result for  
34 the Class.

1 **WHO REPRESENTS THE CLASS?**

2 The following attorneys are counsel for the Class:

3 Richard W. Gonnello, Esq.  
4 FARUQI & FARUQI LLP  
5 685 Third Avenue, 26th Floor  
6 New York, NY 10017  
7 Telephone: (212) 983-9330

8 James I. Jaconette, Esq.  
9 ROBBINS GELLER RUDMAN &  
10 DOWD LLP  
11 655 West Broadway, Suite 1900  
12 San Diego, CA 92101  
13 Telephone: (800) 449-4900

14 If you have any questions about the Action, the Federal Action or the Settlement, you are  
15 entitled to consult with Plaintiffs' Counsel by contacting counsel at the phone numbers listed above.

16 You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

17 *Avalanche Securities Litigation Settlement*  
18 c/o Gilardi & Co. LLC  
19 P.O. Box 404025  
20 Louisville, KY 40233-4205  
21 Phone: 877-764-5656  
22 [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com)

23 **HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?**

24 Lead Counsel will file a motion for an award of attorneys' fees and expenses that will be  
25 considered at the Settlement Fairness Hearing. Lead Counsel will apply for an attorneys' fee award for  
26 Plaintiffs' Counsel in the amount of up to 33% of the Settlement Fund, plus payment of Lead Counsel's  
27 expenses incurred in connection with this Action in an amount not to exceed \$200,000 and Federal  
28 Court Counsel's expenses incurred in connection with the Federal Court Action in an amount not to  
exceed \$120,000. In addition, each of the Plaintiffs may seek reimbursement of up to \$2,500 for time  
and expenses (including lost wages) incurred in representing the Class. 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 Plaintiffs' Counsel for  
their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly  
contingent basis. The fees requested will compensate Plaintiffs' 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 Plaintiffs' Counsel.

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

24 If you do not want to receive a payment from this Settlement, or you want to keep the right to  
25 sue or continue to sue Defendants on your own about the legal issues in this case, then you must take  
26 steps to get out of the Class. This is called excluding yourself from, or "opting out" of, the Class. If  
27 you opt-out of the Class, you may not have a claim against Defendants.

28 To exclude yourself from the Class, you must send a signed letter by mail saying that you want  
to be excluded from the Class in the following Action: *In re Avalanche Biotechnologies, Inc.*  
*Shareholder Litigation*, Lead Case No. CIV536488. Be sure to include your name, address, telephone  
number, and the date(s), price(s), and number(s) of shares of the common stock that you purchased or  
acquired during the Class Period (July 30, 2014 to June 15, 2015). Your exclusion request must be  
**postmarked no later than \_\_\_\_\_, 201\_**, and sent to the Claims Administrator at:

1 *Avalanche Securities Litigation Settlement*  
2 Claims Administrator  
3 EXCLUSIONS  
4 c/o Gilardi & Co. LLC  
5 3301 Kerner Blvd.  
6 San Rafael, CA 94901

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

11 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE**  
12 **REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF**  
13 **ALLOCATION?**

14 Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not  
15 you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and  
16 expenses, the service awards to Plaintiffs and/or the Plan of Allocation. In order for any objection to be  
17 considered, you must file a written statement, accompanied by proof of Class membership, with the  
18 Court and send a copy to Plaintiffs' Counsel and Issuer Defendants' Counsel, at the addresses listed  
19 below by \_\_\_\_\_, 2017. The Court's address is Superior Court of San Mateo, Hall of Justice and  
20 Records, 400 County Center, Redwood City, CA 94063; Plaintiffs' Counsel's addresses are Robbins  
21 Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o James I.  
22 Jaconette and Faruqi & Faruqi LLP, 685 Third Avenue, 26th Floor, New York, NY 10017, c/o Richard  
23 W. Gonnello; and Issuer Defendants' Counsel's address is Munger, Tolles & Olson LLP, 350 South  
24 Grand Avenue, 50th Floor, Los Angeles, CA 90071, c/o Robert L. Dell Angelo. Attendance at the  
25 Settlement Fairness Hearing is not necessary; however, persons wishing to be heard orally at the  
26 Settlement Fairness Hearing are required to indicate in their written objection their intention to appear  
27 at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to  
28 introduce into evidence.

17 **WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

18 If you are a Class Member and you do not exclude yourself from the Class, you may receive the  
19 benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon  
20 approval by the Court.

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

21 In order to qualify for a payment, you must timely complete and return the Proof of Claim form  
22 that accompanies this Notice. A Proof of Claim is enclosed with this Notice or it may be downloaded at  
23 [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com). Read the instructions carefully; fill out the Proof of  
24 Claim form; sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if**  
25 **submitted online) no later than \_\_\_\_\_, 2017**. The Proof of Claim may be submitted online at  
26 [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com). If you do not submit a timely Proof of Claim form  
27 with all of the required information, you will not receive a payment from the Settlement Fund; however,  
28 unless you expressly exclude yourself from the Class as described above, you will still be bound in all  
other respects by the Settlement, the Final Judgment, and the release contained in them.

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

27 If the Settlement is approved by the Court, the Court will enter a Final Judgment. If the Final  
28 Judgment becomes effective pursuant to the terms of the Stipulation, all Class Members shall be  
deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,

1 relinquished, and discharged any and all of the Released Parties from all Settled Claims. The Settled  
2 Claims include those claims that were or could have been asserted in the Federal Court Action.

- 3 • “Released Parties” means Defendants, their past or present subsidiaries, parents,  
4 successors and predecessors, officers, directors, shareholders, partners, agents,  
5 employees, attorneys, advisors, and investment advisors, insurers, and any person, firm,  
6 trust, corporation, officer, director or other individual or entity in which any Defendant  
7 has a controlling interest or which is related to or affiliated with any of the Defendants,  
8 and the legal representatives, heirs, successors in interest or assigns of the Defendants.  
9 Released Parties shall also include any individual, institution, or entity involved in the  
10 scientific or commercial development of the Company’s technology, including, but not  
11 limited to, The Lions Eye Institute.
- 12 • “Settled Claims” means all claims, including “Unknown Claims” as defined in the  
13 Stipulation, arising out of, relating to the purchase or acquisition of Avalanche common  
14 stock between July 30, 2014 and June 15, 2015 (inclusive), including the purchase or  
15 other acquisition of the Company’s common stock pursuant or traceable to the  
16 Company’s Registration Statement and Prospectus for the Company’s IPO and/or the  
17 purchase or other acquisition of the Company’s common stock pursuant or traceable to  
18 the Company’s Registration Statement and Prospectus for the Company’s SPO, that  
19 were asserted or could have been asserted, in this Action and/or in the Federal Court  
20 Action or in any forum whatsoever, by any Plaintiffs or member of the Class against the  
21 Released Parties, whether brought under the Securities Act of 1933, the Securities  
22 Exchange Act of 1934, any other federal statute, any state statute, common law, or any  
23 other law, rule or regulation. “Settled Claims” also includes any and all claims arising  
24 out of, relating to, or in connection with the Settlement or resolution of the Action or the  
25 Federal Court Action against the Released Parties (including Unknown Claims), except  
26 claims to enforce any of the terms of the Stipulation.

27 The above description of the proposed Settlement is only a summary. The complete terms are  
28 set forth in the Stipulation (including its exhibits), which may be obtained at  
[www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com), or by contacting Plaintiffs’ Counsel listed on Page \_\_\_  
above.

### 20 THE SETTLEMENT FAIRNESS HEARING

21 The Court will hold a Settlement Fairness Hearing on \_\_\_\_\_, 2018, at \_ : \_ .m., before the  
22 Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo, Department 2,  
23 Courtroom 2E, 400 County Center, Redwood City, CA 94063, for the purpose of determining whether:  
24 (1) the Settlement as set forth in the Stipulation for \$13,000,000 in cash should be approved by the  
25 Court as fair, reasonable and adequate; (2) Final Judgment as provided under the Stipulation should be  
26 entered; (3) this Action satisfies the prerequisites for class action treatment under California Code of  
Civil Procedure §382; (4) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the  
Settlement Fund; (5) to pay Plaintiffs for their time and expenses (including lost wages) they incurred in  
representing the Class out of the Settlement Fund; and (6) 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.

27 Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the  
28 foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection  
is made in writing and is filed, together with proof of membership in the Class and with copies of all

1 other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness  
2 Hearing, with the Court no later than \_\_\_\_\_, 2017, and showing proof of service on the following  
3 counsel:

3 James I. Jaconette, Esq.  
4 ROBBINS GELLER RUDMAN &  
5 DOWD LLP  
6 655 West Broadway, Suite 1900  
7 San Diego, CA 92101  
8 Telephone: 619/231-1058

Robert L. Dell Angelo, Esq.  
MUNGER, TOLLES & OLSON LLP  
350 South Grand Avenue, 50th Floor  
Los Angeles, CA 90071  
Telephone: 213/683-9100

*Attorneys for Issuer Defendants*

7 Richard W. Gonnello, Esq.  
8 FARUQI & FARUQI LLP  
9 685 Third Avenue, 26th Floor  
10 New York, NY 10017  
11 Telephone: 212/983-9330

*Attorneys for Plaintiffs*

11 Unless otherwise directed by the Court, any Class Member who does not make his, her or its  
12 objection in the manner provided shall be deemed to have waived all objections to this Settlement and  
13 shall be foreclosed from raising (in this proceeding or on any appeal), any objection and any untimely  
14 objection shall be barred.

14 If you hire an attorney (at your own expense) to represent you for purposes of objecting, your  
15 attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the  
16 address set out above) by no later than \_\_\_\_\_, 2017.

### 15 INJUNCTION

16 The Court has issued an order enjoining all Class Members from instituting, commencing,  
17 maintaining or prosecuting any action in any court or tribunal that asserts Settled Claims against any  
18 Released Party, pending final determination by the Court of whether the Settlement should be approved.

### 18 HOW DO I OBTAIN ADDITIONAL INFORMATION?

19 This Notice contains only a summary of the terms of the proposed Settlement. The records in  
20 this Action may be examined and copied at any time during regular office hours, and subject to  
21 customary copying fees, at the Clerk of the Superior Court of California, County of San Mateo, records  
22 related to the Federal Court Action may be examined and copied at any time during regular office hours  
23 and subject to customary copying fees at the United States District Court for the Northern District of  
24 California, 450 Golden Gate Avenue, San Francisco, CA 94102. In addition, all of the Settlement  
25 documents, including the Stipulation, this Notice, the Proof of Claim form and proposed Final  
26 Judgment may be obtained by contacting the Claims Administrator at:

24 *Avalanche Securities Litigation Settlement*  
25 c/o Gilardi & Co. LLC  
26 P.O. Box 404025

Louisville, KY 40233-4205

26 Email: [info@avalanchesecuritieslitigationsettlement.com](mailto:info@avalanchesecuritieslitigationsettlement.com)

27 Phone: 877-764-5656

28 [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com)

1 In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman &  
2 Dowd LLP, 655 W. Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 or Richard W.  
3 Gonnello at Faruqi & Faruqi LLP, 685 Third Avenue, 26th Floor, New York, NY 10017, 212-983-  
4 9330, if you have any questions about the Action or the Federal Court Action or the Settlement.

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

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

7 If you hold any Avalanche common stock purchased or acquired between July 30, 2014 and  
8 June 15, 2015, inclusive, as a nominee for a beneficial owner, then, within ten (10) days after you  
9 receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such  
10 Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

11 *Avalanche Securities Litigation Settlement*  
12 c/o Gilardi & Co. LLC  
13 P.O. Box 404025  
14 Louisville, KY 40233-4205

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

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

23 DATED: \_\_\_\_\_

24 BY ORDER OF THE SUPERIOR COURT OF  
25 CALIFORNIA, COUNTY OF SAN MATEO  
26 HONORABLE MARIE S. WEINER

# **EXHIBIT A-2**

1 ROBBINS GELLER RUDMAN  
& DOWD LLP  
2 SHAWN A. WILLIAMS (213113)  
One Montgomery Street, Suite 1800  
3 San Francisco, CA 94104  
Telephone: 415/288-4545  
4 415/288-4534 (fax)

- and -

5 JAMES I. JACONETTE (179565)  
SUSANNAH R. CONN (205085)  
6 655 West Broadway, Suite 1900  
San Diego, CA 92101  
7 Telephone: 619/231-1058  
619/231-7423 (fax)

8  
9 Lead Counsel for Plaintiff Beaver County  
Employees Retirement Fund

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN MATEO

12 In re AVALANCHE BIOTECHNOLOGIES, )  
13 INC. SHAREHOLDER LITIGATION )

Lead Case No. CIV536488

) CLASS ACTION

14 This Document Relates To: )  
15 )  
16 ALL ACTIONS. )

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

Assigned for All Purposes to the  
Honorable Marie S. Weiner  
Dept. 2  
Date Action Filed: 12/07/15

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1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on your claims in the action entitled *In re*  
3 *Avalanche Biotechnologies, Inc. Shareholder Litigation*, Lead Case No. CIV536488 (the “Action”),<sup>1</sup>  
4 you must complete and, on page \_\_\_ hereof, sign this Proof of Claim. If you fail to file a properly  
5 addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may  
6 be precluded from any recovery from the Net Settlement Fund created in connection with the proposed  
7 Settlement.

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 Action.

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 \_\_\_\_\_, 2018, ADDRESSED AS FOLLOWS:

13 *Avalanche Securities Litigation Settlement*  
14 Claims Administrator  
15 c/o Gilardi & Co. LLC  
16 P.O. Box 404025  
17 Louisville, KY 40233-4205  
18 online submissions: [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com)

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

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

24 **II. CLAIMANT IDENTIFICATION**

25 If you purchased or acquired Avalanche Biotechnologies, Inc. (“Avalanche” or the “Company”)  
26 common stock between July 30, 2014 and June 15, 2015, inclusive, and held the certificate(s) in your  
27 name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased or  
28 acquired Avalanche common stock between July 30, 2014 and June 15, 2015, inclusive, and the

<sup>1</sup> This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated August 3, 2017 (“Stipulation”), which can be obtained at [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com).

1 certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are  
2 the beneficial purchaser and the third party is the record purchaser.

3 Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record  
4 ("nominee"), if different from the beneficial purchaser of the Avalanche common stock which forms the  
5 basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL  
6 PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH  
7 PURCHASER(S) OR ACQUIRER(S) OF THE AVALANCHE COMMON STOCK UPON WHICH  
8 THIS CLAIM IS BASED.

9 All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians,  
10 conservators, and trustees must complete and sign this claim on behalf of persons represented by them  
11 and their authority must accompany this claim and their titles or capacities must be stated. The Social  
12 Security (or taxpayer identification) number and telephone number of the beneficial owner may be used  
13 in verifying the claim. Failure to provide the foregoing information could delay verification of your  
14 claim or result in rejection of the claim.

15 **III. CLAIM FORM**

16 Use Part II of this form entitled "Schedule of Transactions in Avalanche Common Stock" to  
17 supply all required details of your transaction(s). If you need more space or additional schedules, attach  
18 separate sheets giving all of the required information in substantially the same form. Sign and print or  
19 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 acquisitions, and sales of Avalanche common stock which took place between July 30, 2014 and  
22 December 31, 2015, inclusive, including any common stock purchased in or traceable to the Company's  
23 initial public offering on or about July 30, 2014 ("IPO") and the Company's secondary public offering  
24 on or about January 7, 2015 ("SPO"), whether such transactions resulted in a profit or a loss. You must  
25 also provide all of the requested information with respect to *all* of the shares of Avalanche common  
26 stock you held at the close of trading on June 15, 2015 and December 31, 2015. Failure to report all  
27 such transactions may result in the rejection of your claim.

28

1 List each transaction 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 Avalanche common  
4 stock. The date of a "short sale" is deemed to be the date of sale of Avalanche common stock.

5 **COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF**  
6 **YOUR TRANSACTIONS IN AVALANCHE COMMON STOCK SHOULD BE ATTACHED TO**  
7 **YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY**  
8 **VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

9 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of  
10 transactions may request, or may be requested, to submit information regarding their transactions in  
11 electronic files. All claimants MUST submit a manually signed paper Proof of Claim whether or not  
12 they also submit electronic copies. If you wish to file your claim electronically, you must contact the  
13 Claims Administrator at [edata@gilardi.com](mailto:edata@gilardi.com) to obtain the required file layout. No electronic files will  
14 be considered to have been properly submitted unless the Claims Administrator issues to the claimant a  
15 written acknowledgment of receipt and acceptance of electronically submitted data.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

*In re Avalanche Biotechnologies, Inc. Shareholder Litigation*

Lead Case No. CIV536488

**PROOF OF CLAIM AND RELEASE**

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

\_\_\_\_\_, 2018

Please Type or Print

**REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN AVALANCHE COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

**PART I: CLAIMANT IDENTIFICATION**

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/>		<input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/>		<input type="text"/>
Email Address		
<input type="text"/>		

**MAILING INFORMATION**

Address		
<input type="text"/>		
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City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

1 PART II: SCHEDULE OF TRANSACTIONS IN AVALANCHE COMMON STOCK

2 A. Purchases or acquisitions of Avalanche common stock (July 30, 2014 –  
 3 December 31, 2015, inclusive), including purchases or acquisitions in or  
 4 traceable to Avalanche’s IPO. Do not list Avalanche common stock that you  
 5 purchased in or traceable to Avalanche’s SPO in this Section A. Please list  
 those purchases in Section B below.

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Acquired	Total Purchase Price (Excluding commissions, taxes and fees)	Proof of Purchase/ Acquisition Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

11 B. Purchases or acquisitions of Avalanche common stock at \$59 per share  
 12 purchased in or traceable to the Company’s January 7, 2015 SPO:

13 \_\_\_\_\_

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Acquired	Total Purchase Price (Excluding commissions, taxes and fees)	Proof of Purchase/ Acquisition Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

20 IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes:  Yes

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

23 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 MM DD YYYY      Merger Shares      Company

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C. Sales of Avalanche common stock (July 30, 2014 – December 31, 2015, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

D. Number of shares of Avalanche common stock held at the close of trading on June 15, 2015: \_\_\_\_\_. Proof of Position Enclosed  
 Yes  No

E. Number of shares of Avalanche common stock held at the close of trading on December 31, 2015: \_\_\_\_\_. Proof of Position Enclosed  
 Yes  No

**YOU MUST READ AND SIGN THE RELEASE ON PAGE \_\_. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**  
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I  
4 (We) also submit to the jurisdiction of the Superior Court of the State of California, County of San  
5 Mateo, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set  
6 forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any  
7 judgment that may be entered in the Action. I (We) agree to furnish additional information to the  
8 Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other  
9 claim covering the same purchases, acquisitions or sales of Avalanche common stock during the  
10 relevant period and know of no other person having done so on my (our) behalf.

11 **V. RELEASE**

12 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,  
13 finally, and forever settle, release, and discharge from the Settled Claims each and all of the "Released  
14 Parties," defined as Defendants, their past or present subsidiaries, parents, successors and predecessors,  
15 officers, directors, shareholders, partners, agents, employees, attorneys, advisors, and investment  
16 advisors, insurers, and any person, firm, trust, corporation, officer, director or other individual or entity  
17 in which any Defendant has a controlling interest or which is related to or affiliated with any of the  
18 Defendants, and the legal representatives, heirs, successors in interest or assigns of the Defendants.  
19 Released Parties shall also include any individual, institution, or entity involved in the scientific or  
20 commercial development of the Company's technology, including, but not limited to, The Lions Eye  
21 Institute.

22 2. "Settled Claims" means all claims, including "Unknown Claims" as defined below,  
23 arising out of, relating to the purchase or acquisition of Avalanche common stock between July 30,  
24 2014 and June 15, 2015 (inclusive), including the purchase or other acquisition of the Company's  
25 common stock pursuant or traceable to the Company's Registration Statement and Prospectus for the  
26 Company's IPO and/or the purchase or other acquisition of the Company's common stock pursuant or  
27 traceable to the Company's Registration Statement and Prospectus for the Company's SPO, that were  
28 asserted or could have been asserted, in this Action and/or in the Federal Court Action or in any forum

1 whatsoever, by any Plaintiffs or member of the Class against the Released Parties, whether brought  
2 under the Securities Act of 1933, the Securities Exchange Act of 1934, any other federal statute, any  
3 state statute, common law, or any other law, rule or regulation. "Settled Claims" also includes any and  
4 all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action or  
5 the Federal Court Action against the Released Parties (including Unknown Claims), except claims to  
6 enforce any of the terms of the Stipulation.

7 3. "Unknown Claims" means any and all claims and potential claims against Defendants  
8 which Plaintiffs or any Class Member does not know or suspect to exist in his, her, or its favor as of the  
9 Effective Date, and any claims against Plaintiffs which Defendants do not know or suspect to exist in  
10 their favor, which if known by him, her, or it might have affected his, her, or its decision(s) with respect  
11 to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the  
12 Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, the  
13 Plaintiffs and Defendants shall have expressly waived, and each Class Member shall be deemed to have  
14 waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and  
15 benefits of Cal. Civ. Code §1542, which provides:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
17 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
18 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**  
**BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**  
**SETTLEMENT WITH THE DEBTOR;**

19 and any and all provisions, rights, and benefits conferred by any law of any state or territory of the  
20 United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ.  
21 Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from  
22 those which he, she, or it now knows or believes to be true with respect to the subject matter of the  
23 Settled Claims, but Plaintiffs shall expressly fully, finally, and forever settle and release, and each Class  
24 Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment  
25 shall have, fully, finally, and forever settled and released, any and all Settled Claims, known or  
26 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,  
27 which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming  
28 into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or



1 without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or  
2 existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and Class  
3 Members shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the  
4 definition of Settled Claims and Settled Defendants' Claims was separately bargained for and was a key  
5 element of the Settlement.

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

9 5. I (We) hereby warrant and represent that I (we) have included information about all of  
10 my (our) transactions in Avalanche common stock which occurred during the relevant period as well as  
11 the number of shares of Avalanche common stock held by me (us) at the close of trading on June 15,  
12 2015 and December 31, 2015.

13 I (We) declare under penalty of perjury under the laws of the United States of America that all  
14 of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

15 Executed this \_\_\_\_\_ day of \_\_\_\_\_  
16 (Month/Year)

17 in \_\_\_\_\_  
18 (City) (State/Country)

19 \_\_\_\_\_  
(Sign your name here)

20 \_\_\_\_\_  
(Type or print your name here)

21 \_\_\_\_\_  
22 (Capacity of person(s) signing,  
23 e.g., Beneficial Purchaser,  
24 Executor or Administrator)

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

26 Reminder Checklist:

- 27 1. Please sign the above release and acknowledgment.  
28 2. Remember to attach copies of supporting documentation.

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- 3. **Do not send** originals of certificates or other documentation as they will not be returned.
- 4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
- 5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
- 6. If you move, please send your new address to the address below.
- 7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN \_\_\_\_\_, 2018, ADDRESSED AS FOLLOWS:**

*Avalanche Securities Litigation Settlement*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 404025  
Louisville, KY 40233-4205  
[www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com)

# **EXHIBIT A-3**

1 ROBBINS GELLER RUDMAN  
& DOWD LLP  
2 SHAWN A. WILLIAMS (213113)  
One Montgomery Street, Suite 1800  
3 San Francisco, CA 94104  
Telephone: 415/288-4545  
4 415/288-4534 (fax)

- and -

5 JAMES I. JACONETTE (179565)  
SUSANNAH R. CONN (205085)  
6 655 West Broadway, Suite 1900  
San Diego, CA 92101  
7 Telephone: 619/231-1058  
619/231-7423 (fax)

8  
9 Lead Counsel for Plaintiff Beaver County  
Employees Retirement Fund

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN MATEO

12 In re AVALANCHE BIOTECHNOLOGIES, ) Lead Case No. CIV536488  
13 INC. SHAREHOLDER LITIGATION )

14 ) CLASS ACTION

15 This Document Relates To: ) SUMMARY NOTICE OF PROPOSED  
16 ) SETTLEMENT OF CLASS ACTION

17 ) ALL ACTIONS. )  
18 ) EXHIBIT A-3

19 ) Assigned for All Purposes to the  
20 ) Honorable Marie S. Weiner  
21 ) Dept. 2  
22 ) Date Action Filed: 12/07/15  
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1 **TO: ALL PERSONS THAT PURCHASED OR OTHERWISE ACQUIRED AVALANCHE**  
2 **BIOTECHNOLOGIES, INC. (“AVALANCHE” OR THE “COMPANY”) COMMON**  
3 **STOCK BETWEEN JULY 30, 2014 AND JUNE 15, 2015 (INCLUSIVE) (“CLASS**  
4 **PERIOD”), INCLUDING THOSE PERSONS THAT PURCHASED OR OTHERWISE**  
5 **ACQUIRED THE COMPANY’S COMMON STOCK PURSUANT OR TRACEABLE**  
6 **TO THE COMPANY’S REGISTRATION STATEMENT AND PROSPECTUS FOR**  
7 **THE COMPANY’S IPO AND THOSE PERSONS THAT PURCHASED OR**  
8 **OTHERWISE ACQUIRED THE COMPANY’S COMMON STOCK PURSUANT OR**  
9 **TRACEABLE TO THE COMPANY’S REGISTRATION STATEMENT AND**  
10 **PROSPECTUS FOR THE COMPANY’S SPO (“CLASS” OR “CLASS MEMBERS”)**

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

13 YOU ARE HEREBY NOTIFIED that a hearing will be held on \_\_\_\_\_, 2017, at \_:\_ .m.,  
14 before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo,  
15 Department 2, Courtroom 2E, 400 County Center, Redwood City, CA 94063, to determine whether: (1)  
16 the proposed settlement (the “Settlement”) of the above-captioned action as well as a federal action  
17 styled *In re Avalanche Biotechnologies Securities Litigation*, Master File No. 15-cv-03185, which was  
18 filed in the United States District Court for the Northern District of California (“Federal Court Action”)  
19 as set forth in the Stipulation and Agreement of Settlement (“Stipulation”)<sup>1</sup> for \$13,000,000 in cash  
20 should be approved by the Court as fair, reasonable and adequate; (2) the Final Judgment as provided  
21 under the Stipulation should be entered; (3) to award Plaintiffs’ Counsel attorneys’ fees and expenses  
22 out of the Settlement Fund (as defined in the Notice of Proposed Settlement of Class Action (“Notice”),  
23 which is discussed below); (4) to pay Plaintiffs the time and expenses they incurred in representing the  
24 Class out of the Settlement Fund; and (5) the Plan of Allocation should be approved by the Court as  
25 fair, reasonable and adequate.

26 This Action and the Federal Court Action are securities class actions brought on behalf of those  
27 Persons who purchased or acquired the common stock of Avalanche during the Class Period, against  
28 Avalanche, certain of its key executives, directors and underwriters of Avalanche’s IPO and SPO,  
(collectively, “Defendants”) for, among other things, allegedly misstating and omitting material facts  
from the Registration Statements filed with the U.S. Securities and Exchange Commission in  
connection with the IPO and SPO concerning, among other things, the then-existing data about

<sup>1</sup> The Stipulation can be viewed and/or obtained at [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com).

1 Avalanche's lead product, AVA-101, which was in development to treat patients with wet age-related  
2 macular degeneration. Plaintiffs allege that these purportedly false and misleading statements inflated  
3 the price of the Company's stock, resulting in damage to Class Members when the truth was revealed.  
4 Defendants deny all of Plaintiffs' allegations.

5 IF YOU PURCHASED OR ACQUIRED AVALANCHE COMMON STOCK BETWEEN  
6 JULY 30, 2014 THROUGH AND INCLUDING JUNE 15, 2015, YOUR RIGHTS MAY BE  
7 AFFECTED BY THE SETTLEMENT OF THIS ACTION AND THE FEDERAL COURT ACTION.

8 To share in the distribution of the Settlement Fund, you must establish your rights by submitting  
9 a Proof of Claim and Release form ("Proof of Claim") by mail (**postmarked no later than**  
10 \_\_\_\_\_, **2018**) or electronically (**no later than** \_\_\_\_\_, **2018**). Your failure to submit your  
11 Proof of Claim by \_\_\_\_\_, 2018, will subject your claim to rejection and preclude your receiving any of  
12 the recovery in connection with the Settlement of this Action and the Federal Court Action. If you are a  
13 member of the Class and do not request exclusion therefrom, you will be bound by the Settlement and  
14 any judgment and release entered in the Action, including, but not limited to, the Final Judgment,  
15 whether or not you submit a Proof of Claim.

16 If you have not received a copy of the Notice, which more completely describes the Settlement  
17 and your rights thereunder (including your right to object to the Settlement), and a Proof of Claim form,  
18 you may obtain these documents, as well as a copy of the Stipulation (which, among other things,  
19 contains definitions for the defined terms used in this Summary Notice) and other settlement  
20 documents, online at [www.avalanchesecuritieslitigationsettlement.com](http://www.avalanchesecuritieslitigationsettlement.com), or by writing to:

21 *Avalanche Securities Litigation Settlement*  
22 c/o Gilardi & Co. LLC  
23 P.O. Box 404025  
Louisville, KY 40233-4205

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

25 Inquiries, other than requests for the Notice or for a Proof of Claim form, may be made to  
26 Plaintiffs' Counsel:  
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ROBBINS GELLER RUDMAN & DOWD LLP  
James I. Jaconette, Esq.  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 800-449-4900

FARUQI & FARUQI LLP  
Richard W. Gonnello, Esq.  
685 Third Avenue, 26th Floor  
New York, NY 10017  
Telephone: 212-983-9330

IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY \_\_\_\_\_, 201\_**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE CLASS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE PAYMENT TO PLAINTIFFS FOR THEIR TIME AND EXPENSES. ANY OBJECTIONS MUST BE FILED WITH THE COURT AND SENT TO PLAINTIFFS' COUNSEL **BY \_\_\_\_\_, 201\_**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: \_\_\_\_\_

HONORABLE MARIE S. WEINER  
SUPERIOR COURT JUDGE FOR THE STATE  
OF CALIFORNIA, COUNTY OF SAN MATEO

**CERTIFICATE OF SERVICE**

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 August 11, 2017, declarant served the **ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE** 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 below:

**Counsel for Plaintiff Beaver County Employees Retirement Fund:**

Robbins Geller Rudman & Dowd LLP

James I. Jaconette..... jamesj@rgrdlaw.com

Susannah R. Conn..... sconn@rgrdlaw.com

655 West Broadway, Suite 1900

San Diego, CA 92101-8498

Telephone: 619/231-1058

619/231-7423 (fax)

Robbins Geller Rudman & Dowd LLP

Shawn A. Williams ..... shawnw@rgrdlaw.com

One Montgomery Street, Suite 1800

San Francisco, CA 94104

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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 August 11, 2017, at San Diego, California.

  
JACLYN STARK