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7 San Diego, CA 92101  
Telephone: 619/231-1058  
8 619/231-7423 (fax)

9 Lead Counsel for Plaintiffs

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN MATEO

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

Lead Case No. CIV536488

14 ) CLASS ACTION

15 This Document Relates To:

16 ) NOTICE OF ENTRY OF JUDGMENT AND  
ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT

17 ) ALL ACTIONS.

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

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26 CIV536488  
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Notice of Entry of Judgment  
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**FILED**  
SAN MATEO COUNTY

JAN 22 2018

Clerk of the Superior Court

DEPUTY CLERK

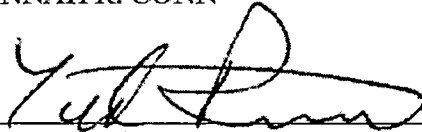
FILE BY FAX

1 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD

2 PLEASE TAKE NOTICE that on January 19, 2018, the Court entered the Judgment and Order  
3 Granting Final Approval of Class Action Settlement. A true and correct copy of said order is attached  
4 hereto as Exhibit A.

5 DATED: January 19, 2018

ROBBINS GELLER RUDMAN  
& DOWD LLP  
THEODORE J. PINTAR  
JAMES I. JACONETTE  
SUSANNAH R. CONN

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17 Lead Counsel for Plaintiffs

# EXHIBIT A

**ENDORSED FILED  
SAN MATEO COUNTY**

JAN 19 2018

Clerk of the Superior Court  
By TERRI MARAGOULAS  
DEPUTY CLERK

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8 Lead Counsel for Plaintiffs

RECEIVED  
JAN 12 2018  
CLERK OF THE SUPERIOR COURT  
SAN MATEO COUNTY

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN MATEO

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

Lead Case No. CIV536488

) CLASS ACTION

14 This Document Relates To: )

) JUDGMENT AND ORDER GRANTING  
) FINAL APPROVAL OF CLASS ACTION  
) SETTLEMENT

15 ALL ACTIONS )

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

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JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

File By Fax

1           WHEREAS, the Court is advised that the Parties,<sup>1</sup> through their counsel, have agreed, subject to  
2 Court approval following notice to the Class and a hearing, to determine if the settlement upon the  
3 terms and conditions set forth in the Stipulation and Agreement of Settlement dated August 3, 2017 (the  
4 "Stipulation" or "Settlement"), which was filed with the Court, is fair, reasonable and adequate to the  
5 Class; and

6           WHEREAS, on September 7, 2017, the Court entered its Order Preliminarily Approving  
7 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the  
8 form and manner of notice to the Class of the Settlement, and said notice has been made, and the  
9 fairness hearing having been held; and

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

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

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

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

20           C.     With respect to the Class, the Court finds that:

21                 (i)    The Class Members are so numerous that their joinder in the Action is  
22 impracticable. There were more than nine million shares of Avalanche common stock offered through  
23 the IPO and the SPO. The Class is, therefore, sufficiently numerous to render joinder impracticable.  
24

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 Wachter, Jefferies LLC, Cowen and Company, LLC, Piper Jaffray & Co., and William Blair &  
Company, L.L.C.

1 (ii) There are questions of law and fact common to the Class. Those questions  
2 include (a) whether the Defendants violated the Securities Act of 1933; whether the Registration  
3 Statements for the IPO and SPO contained misstatements or omissions, whether any misstatements or  
4 omissions were material; and whether any misstatements or omissions caused harm to the Class  
5 Members; and (b) whether the Issuer Defendants violated the Securities Exchange Act of 1934, whether  
6 the statements made during the Class Period were materially false or misleading, whether the Issuer  
7 Defendants acted with scienter, and whether the Issuer Defendants' alleged fraud caused harm to the  
8 Class Members.

9 (iii) The claims of the Plaintiffs are typical of the claims of the Class Members.  
10 Plaintiffs claim to have purchased Avalanche common stock during the Class Period and/or pursuant to  
11 traceable to the same Registration Statements as the Class Members. Consequently, Plaintiffs claim  
12 that they and the other Class Members sustained damages as a result of the same misconduct by  
13 Defendants.

14 (iv) Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented and  
15 protected the interests of the Class Members. Plaintiffs have no interests in conflict with absent Class  
16 Members. The Court is satisfied that Plaintiffs' Counsel are qualified, experienced, and have  
17 represented the Class to the best of their abilities.

18 (v) The questions of law or fact common to the Class Members predominate over  
19 any questions affecting only individual members.

20 (vi) A class action is the superior means of resolving the Action.

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

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

26 F. The Settlement set forth in the Stipulation in the amount of \$13,000,000 is fair,  
27 reasonable, and adequate.

28

1 (i) The Settlement was negotiated at arm's length by Plaintiffs on behalf of the Class  
2 and by Defendants, all of whom were represented by highly experienced and skilled counsel. The case  
3 settled only after: (a) a mediation conducted by an experienced mediator who was thoroughly familiar  
4 with this Action and the Federal Court Action; (b) the exchange among the State Court Plaintiff and the  
5 Issuer Defendants of detailed mediation statements prior to the mediation which highlighted the factual  
6 and legal issues in dispute; (c) follow-up negotiations between the Parties to this Action and the Federal  
7 Court Action with the assistance of the mediator; (d) Plaintiffs' Counsel's extensive investigation,  
8 which included, among other things, a review of Avalanche's press releases, U.S. Securities and  
9 Exchange Commission filings, analyst reports, media reports, and other publicly disclosed reports and  
10 information about the Defendants; (e) the drafting and submission of detailed complaints; and (f) the  
11 review and analysis of non-public documents produced by Defendants. Accordingly, both the Plaintiffs  
12 and Defendants were well-positioned to evaluate the settlement value of this Action and the Federal  
13 Court Action. The Stipulation has been entered into in good faith and is not collusive.

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

18 G. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interest of  
19 the Class Members in connection with the Settlement.

20 H. Plaintiffs, all Class Members, and Defendants are hereby bound by the terms of the  
21 Settlement set forth in the Stipulation.

22 **IT IS HEREBY ORDERED THAT:**

23 I. The Class, defined in the Stipulation is finally certified as:

24 All Persons that purchased or otherwise acquired Avalanche common stock between  
25 July 30, 2014 and June 15, 2015 (inclusive), including those Persons that purchased or  
26 otherwise acquired the Company's common stock pursuant or traceable to the  
27 Company's Registration Statement and Prospectus for the Company's IPO and those  
28 Persons that purchased or otherwise acquired the Company's common stock pursuant or  
traceable to the Company's Registration Statement and Prospectus for the Company's  
SPO. Excluded from the Class are: the Defendants; any officers or directors of  
Avalanche or the Underwriter Defendants during or after the Class Period; any  
corporation, trust or other entity in which any Defendant has a controlling interest; and

1 the members of the immediate families of the Individual Defendants, and the Individual  
2 Defendants' successors, heirs, assigns and legal representatives.

3 2. The Settlement on the terms set forth in the Stipulation is finally approved as fair,  
4 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and  
5 provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided in  
6 the Stipulation.

7 3. All Released Parties as defined in the Stipulation are released in accordance with, and as  
8 defined in, the Stipulation.

9 4. Upon the Effective Date, Plaintiffs and each Class Member shall be deemed to have, and  
10 by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and  
11 discharged all Settled Claims against the Released Parties, whether or not such Class Member executes  
12 and delivers a Proof of Claim and Release.

13 5. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by  
14 operation of this Final Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs'  
15 Counsel, and each and all of the Class Members from all Settled Defendants' Claims.

16 6. All Class Members who have not made their objections to the Settlement in the manner  
17 provided in the Notice of Proposed Settlement of Class Action ("Notice") are deemed to have waived  
18 any objections by appeal, collateral attack, or otherwise.

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

22 8. The requests for exclusion by the persons or entities identified in Exhibit A to this Final  
23 Judgment are accepted by the Court.

24 9. All other provisions of the Stipulation are incorporated into this Final Judgment as if  
25 fully rewritten herein.

26 10. Plaintiffs and all Class Members are hereby barred and enjoined from instituting,  
27 commencing, maintaining, or prosecuting in any court or tribunal any of the Settled Claims against any  
28 of the Released Parties.



1 11. Neither the Stipulation nor the Settlement, nor any act performed or document executed  
2 pursuant to or in furtherance of the Stipulation or the Settlement:

3 (a) shall not be offered or received against Defendants as evidence of a presumption,  
4 concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way  
5 referred to for any other reason as against Defendants, in any other civil, criminal, or administrative  
6 action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of  
7 the Stipulation; however, Defendants may refer to it to effectuate the liability protection granted them  
8 hereunder;

9 (b) shall not be construed as or received in evidence as an admission, concession, or  
10 presumption against Plaintiffs or any of the Class Members that any of their claims are without merit, or  
11 that any defenses asserted by Defendants have any merit, or that damages recoverable in this Action, the  
12 Federal Court Action, or any subsequent operative complaint filed in this Action or the Federal Court  
13 Action would not have exceeded the Settlement Fund; and

14 (c) Notwithstanding the foregoing, Defendants, Plaintiffs, Class Members, and/or the  
15 Released Parties may file the Stipulation and/or the Final Judgment in any action that may be brought  
16 against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral  
17 estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim  
18 preclusion or issue preclusion or similar defense or counterclaim.

19 12. The Court hereby finds and concludes that the Action was brought, prosecuted and/or  
20 defended in good faith, with a reasonable basis.

21 13. Pursuant to and in full compliance with California law, this Court hereby finds and  
22 concludes that due and adequate notice was directed to all Persons and entities who are Class Members  
23 advising them of the Plan of Allocation and of their right to object thereto, and a full and fair  
24 opportunity was accorded to all Persons and entities who are Class Members to be heard with respect to  
25 the Plan of Allocation.

26 14. The Court hereby finds and concludes that the formula for the calculation of the claims  
27 of Authorized Claimants, which is set forth in the Notice sent to Class Members, provides a fair and  
28 reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the

1 Stipulation among Class Members, with due consideration having been given to administrative  
2 convenience and necessity.

3 15. The Court hereby awards Plaintiffs' Counsel attorneys' fees of \$4,290,000, plus Lead  
4 Counsel's expenses in the amount of ~~\$155,002.81~~ <sup>\$152,502.81</sup>; and Federal Court Counsel's expenses in the amount  
5 of \$92,652.63, together with the interest earned thereon for the same time period and at the same rate as  
6 that earned on the Settlement Fund until paid. The Court finds that the amount of fees awarded is  
7 appropriate and that the amount of fees awarded is fair and reasonable given the contingent nature of  
8 the case and the substantial risks of non-recovery, the time and effort involved, and the result obtained  
9 for the Class.

10 16. The awarded attorneys' fees and expenses and interest earned thereon shall immediately  
11 be paid to Lead Counsel from the Settlement Fund subject to the terms, conditions, and obligations of  
12 the Stipulation, which terms, conditions, and obligations are incorporated herein.

13 17. Time and expenses are awarded to Plaintiffs Beaver County Employees Retirement  
14 Fund, Arpan Bachhawat and Srikanth Koneru in the amounts of \$2,500, \$2,500 and \$1,500,  
15 respectively. Such payment is appropriate considering their active participation as Plaintiffs in this  
16 Action and the Federal Court Action, as attested to by the declarations submitted to the Court. Such  
17 payment is to be made from the Settlement Fund.

18 18. In the event that the Stipulation is terminated in accordance with its terms: (i) this Final  
19 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action shall  
20 proceed as provided in the Stipulation.

1 19. Without affecting the finality of this Final Judgment in any way, this Court retains  
2 continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the  
3 Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing  
4 and determining applications for attorneys' fees, interest, and expenses in the Action; and (d) all parties  
5 hereto for the purpose of construing, enforcing, and administering the Stipulation.

6 IT IS SO ORDERED:


7 DATED: 1/19/18

  
8 HONORABLE MARIE S. WEINER  
9 JUDGE OF THE SUPERIOR COURT

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# EXHIBIT A

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CLAIMS CENTER

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## Exclusion Cover Page

Case Name: In re Avalanche Biotechnologies, INC.

Case Code: AVI

Exclusion Deadline: November 27, 2017 (Postmark Date)

Name of Person Filing Exclusion: Douglas Lawley

November 15, 2017

Avalanche Securities Litigation Settlement  
Claims Administrator  
c/o Gilardi & Co LLC  
EXCLUSIONS  
3301 Kerner Blvd  
San Rafael, CA 94901

Douglas Lawley



Ph # [Redacted]

TO Whom it May Concern:

I would like to be EXCLUDED from the Class in the following action: In re Avalanche Biotechnologies, Inc. Shareholder litigation, Lead Case No. CIV536488.

Common Stock purchased or acquired from July 30, 2014 to June 15, 2015 as follows:

October 17, 2014	100 Avalanche Biotechnologies Inc COM STP PET	\$30.20US
December 5, 2014	100 Avalanche Biotechnologies Inc COM STP PET	\$38.55US
May 27, 2015	50 Avalanche Biotechnologies Inc COM STP PET	\$39.20US

Consider this as full proof of my EXCLUSION request.

Sincerely,

  
Douglas Lawley

Signed this 15<sup>th</sup> Day of November, 2017 [Redacted]



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CLAIMS CENTER

AVALARCHE SECURITIES LITIGATION SETTLEMENT  
CLAIMS ADMINISTRATOR  
C/O GILBERT & CO. LLC  
EXCLUSION  
3301 KENNEDY BLVD  
SARASOTA FL 34235 CA

\*AVI-EXCL80001\* \*AVI-EXCL80001\*

[Redacted]

RECEIVED **GE**  
DEC 28 2017  
CLAIMS CENTER  
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# Exclusion Cover Page

Case Name: In re Avalanche Biotechnologies, INC

Case Code: AVI

Exclusion Deadline: November 27, 2017 (Postmark Date)

Name of Person Filing Exclusion: Marcia Knox



Marcia Knox

December 26, 2017

Avalanche Securities Litigation Settlement

Claims Administrator

c/o Gilardi and Co, LLC

EXCLUSIONS

33012 Kerner Blvd.

San Rafael, CA 94901

Dear Claims Administrator or Whom it may Concern,

I, Marcia Knox, want to be excluded from the Class in the following action:

In re: Avalanche Biotechnologies, Inc., Shareholder Litigation, Lead Case No. CIV536488.

Name: Marcia Knox

Address:

Phone:

AAVL Avalanche Biotech Purchased 500 shares in three lots on 8/25/2014, Lot 1 100 shares for 2,969.59; 100 2,968.79; 300 for 8,909.37 for a total of 14,847.75 (these numbers include a commission of approximately 8.95 for the purchase).

and sold 500 shares on 08/29/2014 for 14,591.23 (these numbers include a commission of approximately 8.95 for the purchase) for a loss of 256.52.

Please call me if there is any other information you need that I may be able to provide, given more time.

Sincerely,

  
Marcia Knox



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*Avalanche Securities Litigation  
Claims Administrator Settlement  
EXCLUSIONS  
33012 Kerner Blvd.  
San Rafael CA*

945013955

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DEC 28 2017

CLAIMS CENTER

**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 January 12, 2018, declarant served the **JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by depositing a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed 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

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San Diego, CA 92101

Telephone: 619/231-1058

619/231-7423 (fax)

Robbins Geller Rudman & Dowd LLP

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

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415/288-4534 (fax)

**Counsel for Defendants Avalanche Biotechnologies, Inc.; John P. McLaughlin; Steven D. Schwartz, Paul D. Wachter; Mark S. Blumenkranz; Linda C. Bain; and Thomas W. Chalberg, Jr.:**

\*Munger, Tolles & Olson LLP

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**Counsel for Defendants Jefferies LLC; Cowen and Company, LLC; Piper Jaffray  
& Co.; William Blair & Company, L.L.C.:**

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San Francisco, CA 94105

Telephone: 415/442-1000

Facsimile: 415/442-1001

\*Denotes service via e-mail and U.S. mail.

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  
January 12, 2018, at San Diego, California.

  
JACLYN STARK

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, declare:

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

7 2. That on January 19, 2018, declarant served the NOTICE OF ENTRY OF JUDGMENT  
8 AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT by depositing  
9 a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with  
10 postage thereon fully prepaid and addressed to the parties listed below:

11 **Counsel for Plaintiffs Beaver County Employees Retirement Fund:**

12 Robbins Geller Rudman & Dowd LLP  
13 Theodore J. Pinter..... tedp@rgrdlaw.com  
14 James I. Jaconette .....jamesj@rgrdlaw.com  
15 Susannah R. Conn.....sconn@rgrdlaw.com  
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26 **Counsel for Defendants Avalanche Biotechnologies, Inc.; John P. McLaughlin;  
27 Steven D. Schwartz, Paul D. Wachter; Mark S. Blumenkranz; Linda C. Bain; and  
28 Thomas W. Chalberg, Jr.:**

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\*Munger, Tolles & Olson LLP  
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**Counsel for Defendants Jefferies LLC; Cowen and Company, LLC; Piper Jaffray & Co.; William Blair & Company, L.L.C.:**

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Lucy Wang..... lucy.wang@morganlewis.com  
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San Francisco, CA 94105  
Telephone: 415/442-1000  
Facsimile: 415/442-1001

\*Denotes service via e-mail and U.S. mail.

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 January 19, 2018, at San Diego, California.

  
NATALEE J. HORSTMAN