

**IN THE CIRCUIT COURT FOR DAVIDSON COUNTY
STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT**

KAREN LYTLE, individually, and on behalf)	
of herself and all others similarly situated,)	
)	
Plaintiff,)	
)	
v.)	Case No. 23C1897
)	
REVANCE THERAPEUTICS, INC.)	
)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff’s motion for preliminary approval of the Class Settlement in this action. A hearing on the motion for preliminary approval was set for April 5, 2024, but no response has been filed before the deadline under Local Rule 26.04(e). Indeed, Defendant does not oppose the Motion. Moreover, having considered all matters submitted to it, and finding no just reason for delay in entry of this Order Granting Preliminary Approval of Class Action Settlement (this “Order”) and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
FOLLOWS:**

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, which is attached to Plaintiffs’ Unopposed Motion for Preliminary Approval (“Motion for Preliminary Approval”) as Exhibit 1, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b) Plaintiff Karen Lytle, individually and on behalf of all others similarly situated (“Plaintiff”), and (c) Defendant Revance Therapeutics, Inc. (“Revance” or “Defendant” and, together with Plaintiffs, the “Parties”).

3. This Order is based on Tennessee Rule of Civil Procedure 23 (“Rule 23”).

4. The Court finds that the Parties’ Settlement as set forth in Exhibit 1 to Plaintiffs’ Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm’s-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members, pursuant to Rule 23.

PROCEDURAL HISTORY

5. This case involves a putative class action against Revance relating to a Data Breach in which an unauthorized actor potentially accessed the Private Information of approximately 2,803 of Revance’s current and former employees. Revance announced the Data Breach in a notice sent to current and former patients on or about July 10, 2023.

6. Plaintiff filed a class action complaint on August 15, 2023, alleging the following five causes of action: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) unjust enrichment; and (5) invasion of privacy.

7. After an exchange of pertinent information, the Parties engaged in extensive arms-length negotiations over multiple telephonic conferences before reaching an agreement in principle.

SETTLEMENT BENEFITS

8. The Settlement negotiated on behalf of the Class provides for monetary relief to be paid by Revance to eligible claimants of a Settlement Class that includes 2,803 persons whose

Private Information was compromised as a result of the Revance Data Breach, and who were sent written notice thereof.

9. Defendant shall offer to Settlement Class Members benefits on a claim-in basis the following Settlement Benefits:

a. Reimbursement of Ordinary Out-of-Pocket Losses:

Settlement Class Members can submit a claim form for reimbursement of documented out-of-pocket losses that are fairly traceable to the Data Breach up to \$1,000 per individual (“Out-of-Pocket Losses”). Out-of-Pocket Losses will include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Out-of-Pocket Losses must submit documentation supporting their claims. This may include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

b. Reimbursement for Attested Lost Time:

Members of the Settlement Class may make a claim for either documented time or self-certified time spent remedying issues related to the Data Breach. Members of the Settlement Class may claim up to 3 hours of self-certified time spent mitigating the effects of the Data Breach. Members of the Settlement Class will be compensated for lost time at a rate of \$25/hour. Claims

made for time can be combined with reimbursement for ordinary Out-of-Pocket Losses subject to the \$1,000 aggregate individual cap on out-of-pocket losses.

c. Reimbursement for Extraordinary Losses:

Defendant will provide up to \$2,500.00 in compensation to each Claimant for proven monetary loss if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Breach;
- The loss occurred during a specified time period;
- The loss is not already covered by one or more of the out-of-pocket reimbursement

examples above; and the settlement class member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

d. Identity Theft Protection:

Defendant will pay for additional credit monitoring services as follows: All Settlement Class Members shall be offered on a claim-in basis a 1-year membership of 3B credit monitoring with at least \$1 million in fraud protection.

10. Business Practice Changes: Revance has adopted and implemented significant data security measures following the Data Breach. Costs associated with these data security measures are separate and apart from the settlement benefits set forth in subparagraphs 11(a) – (e) above.

CLASS CERTIFICATION

11. For purposes of settlement only, and pursuant to Rule 23, the Court provisionally certifies the class, defined as follows:

All persons who were sent written notification by Revance that their PII was potentially compromised as a result of the

unauthorized access to Revance's network that Revance discovered on or about April 27, 2023.

1.1 The Settlement Class specifically excludes: The Settlement Class specifically excludes: (i) Revance, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

12. The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Plaintiffs' claims are typical of the claims of the Settlement Class; (d) the Plaintiffs will fairly and adequately protect the interests of the Settlement Class; (e) the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members; and (f) that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

SETTLEMENT CLASS REPRESENTATIVES, CLASS COUNSEL, AND CLAIMS ADMINISTRATOR

13. Karen Lytle and Cameron Crisler will be an adequate Class Representatives.

14. The Court hereby appoints Stranch, Jennings & Garvey PLLC as Interim Class Counsel.

NOTICE TO SETTLEMENT CLASS

15. Notice to the Settlement Class and the Costs of Claims Administration in accordance with the Preliminary Approval Order shall be paid by Defendant. Any attorneys' fees,

costs, and expenses of Plaintiffs' Counsel, and service award to the Class Representative, as approved by the Court, shall also be paid by Defendant.

16. The Notice Plan set forth in the Settlement Agreement satisfies Rule 23, provides the best notice practicable under the circumstances and adequately notifies Settlement Class Members of their rights, and is hereby approved.

17. The Claim Form, Short Notices, and Long Notice, attached as **Exhibits A, B, and C**, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy state statutory requirements and due process under Rule 23, the United States Constitution, and other applicable laws.

18. The Court further finds that the form, content, and method of providing the Settlement Class Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

19. The Claims Administrator is directed to carry out Notice and the Notice Plan, as set forth in the Settlement Agreement.

20. Within forty-five (45) days after entry of this Order (the "Notice Commencement Date") and to be substantially completed no later than sixty (60) days after entry of this Preliminary Approval Order (the "Notice Completion Date"), the Settlement Administrator shall mail the Short Notice to all Settlement Class members in the manner set forth in the Settlement

Agreement. Contemporaneously with the mailing, the Settlement Administrator shall cause copies of the Settlement Agreement, Short Notice, Long-Form Notice, and Claim Form, in forms available for download, to be posted on a website developed for the Settlement (“Settlement Website”).

CLAIMS, OPT-OUTS, AND OBJECTIONS

21. The timing of the claims process is structured to ensure that all Settlement Class members have adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether they would like to object.

22. Settlement Class Members who seek to be excluded from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a person’s intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the Court enters a Preliminary Approval Order. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in the Settlement Agreement shall be bound by the terms of the Settlement Agreement and Judgment entered thereon.

23. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the

objector is a member of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Data Breach); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

24. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, by no later than the Objection Date, and served concurrently therewith upon Plaintiffs' Counsel, J. Gerard Stranch, IV, Stranch, Jennings & Garvey, PLLC, 223 Rosa L. Parks Avenue, Ste. 200, Nashville, TN 37203; and counsel for Revance Therapeutics, Inc., Casie Collignon, Baker & Hostetler, LLP, 1801 California St., Ste. 4400, Denver, CO 80202.

25. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in the last paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

26. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

27. The Class Representatives, Settlement Class Counsel, and Revance have created a process for assessing the validity of claims and a payment methodology to Settlement Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement Benefits to the Settlement Class and the plan for distributing the Settlement Benefits as described in the Settlement Agreement.

28. The Court appoints JND Legal Administration as Claims Administrator.

29. The Court directs that the Claims Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

30. Settlement Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

31. If the Final Approval Order and Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained therein and the Final Approval Order and Judgment.

FINAL APPROVAL HEARING

32. A Final Approval Hearing shall be held on September 6, 2024, at the Davidson County Historic Courthouse, 1 Public Square, Nashville, TN 37201 noticed on the Settlement

Website. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

33. At the Final Approval Hearing, the Court will determine whether: (1) this action should be finally certified as a class action for settlement purposes pursuant to Rule 23; (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (5) Class Counsel's application for Attorneys' Fee Award and Costs should be approved; and (6) the Class Representatives' requests for Service Awards should be approved.

34. Class Counsel shall file a motion for an Attorneys' Fee Award and Costs and Class Representatives' requests for Service Awards on or before 14 days prior to the Objection Deadline.

35. Class Counsel shall file a motion for Final Approval and Judgment of the Settlement no later than 14 days prior to the date of the Final Approval Hearing.

36. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not finally approved by the Court or is terminated in accordance with paragraph 11.1 of the Settlement Agreement.

37. In the event the Settlement is terminated, the Parties to the Settlement Agreement, including Settlement Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of the Settlement Agreement, and, except as otherwise expressly provided in the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered. In addition,

the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Settlement Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

38. In the event the Settlement Agreement is not approved by any court, or is terminated for any reason, or if the Settlement set forth in the Settlement Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any expenses, including costs of notice and administration associated with the Settlement or the Settlement Agreement, except that each Party shall bear its own attorneys' fees and costs.

39. In the event the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, the Court's orders, including this Order, shall not be used or referred to for any purpose whatsoever (except as necessary to explain the timing of the procedural history of the Action).

40. This order shall have no continuing force or effect if Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against Revance of any fault, wrongdoing, breach, liability, or the certifiability of any class.

41. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to:

EVENT	DATE
Notice Commencement Date	No later than 45 days after entry of the Preliminary Approval Order

Notice Completion Date	No later than 60 days after entry of the Preliminary Approval Order
Deadline for Class Members to Opt-Out of Settlement	60 days after the Notice Commencement Date
Deadline for Class Members to Object to Settlement	60 days after the Notice Commencement Date
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after the date on which the notice program commences
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Expenses and Service Awards for Class Representatives	14 days prior to the Objection Deadline
Deadline for Plaintiffs to File Motion for Final Approval and Judgment	14 days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than 150 days after the entry of the Preliminary Approval Order

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____, 2024

The Honorable Thomas Brothers
Judge, Davidson County Circuit Court



Case Title: LYTLE V REVANCE THERAPEUTICS INC

Case Number: 23C1897

Type: ORDER- GENERAL

The foregoing is hereby ORDERED, ADJUDGED
AND DECREED:

Judge Thomas Brothers, Sixth Circuit