

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

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

**PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND MEMORANDUM OF LAW IN SUPPORT**

Pursuant to Rule 23.05 of the Tennessee Rules of Civil Procedure (“TRCP”), Plaintiff Karen Lytle, now respectfully moves for an Order: (1) conditionally certifying a Settlement Class, for purposes of the Settlement Agreement only; (2) preliminarily approving the proposed class action Settlement with Defendant, Revance Therapeutics, Inc. (“Defendant” or “Revance”) the terms of which are set forth in the Settlement Agreement (“Settlement Agreement” or “SA”) attached hereto as **Exhibit 1**; (3) approving the proposed form and method of Notice to the proposed Settlement Class; and (4) scheduling a hearing date for final approval of the Settlement.

I. BACKGROUND

Defendant is a biotechnology company situated in Nashville, Tennessee, which employs approximately five hundred (500) employees. Compl. at ¶ 3. One of the employment requirements for Revance employees is to provide private information including, social security numbers, health information, health insurance information, bank accounts and routing numbers, and credit and/or debit card numbers, including the associated PIN or other access code information. *See id.* at ¶¶ 2, 4. Between March 15, 2023 and April 10, 2023, Defendant’s company was the target of a cyberattack, providing bad actors unauthorized access to Defendant’s former and current

employees' personal health, financial and identifying information (hereinafter, the "Data Breach" or "Data Incident"). *See id.* at ¶¶ 1, 30. Although Defendant's cyberattack occurred between March and April of 2023, Defendant did not inform its current and former employees their information was potentially accessed by unauthorized third parties until July 10, 2023. *Id.* at ¶ 32. According to Defendant's initial notice to the Maine Attorney General of the Data Breach, 2,803 individuals' information was impacted in the Data Breach. *Id.* at ¶ 37. Plaintiffs alleged that the Private Information exfiltrated by and disclosed to cybercriminals included their names, Social Security numbers, and health or health insurance information. *Id.* ¶ 44.

Plaintiff Karen Lytle brought this lawsuit against Defendant on August 15, 2023 on behalf of herself and all others affected by the Data Breach, asserting claims of Negligence, Negligence Per Se, Breach of and Implied Contract, Unjust Enrichment, and Invasion of Privacy. *See SA* ¶ I. A second action was filed by Cameron Crisler in the Circuit Court of Davidson County, Case No. 23-1146-II, asserting identical factual and legal claims.¹ *See Id.*

After these actions were filed, the parties in both actions explored early settlement negotiations. They exchanged key information to inform their negotiations, including the size of the class, the types of information accessed and stolen in the Data Incident, and Revance's investigation into and response to the Data Incident. *See Declaration of J. Gerard Stranch, IV in Support of Motion for Preliminary Approval ("Stranch Decl.")* ¶¶ 3-4. Following weeks of intense arms-length negotiations between counsel for the Parties, a Settlement in principle was reached, "provid[ing] resolution of all claims and causes of action asserted, or that could have been asserted, against Revance and the Released Persons (as defined [in the Settlement Agreement]) relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members (as defined [in the

¹ Karen Lytle and Cameron Crisler are referred to as "Plaintiff" or "Class Representative" in the SA ¶ IV 1.17 and herein.

Settlement Agreement]), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America . . . against Revance and the Released Persons relating to the Data Incident.” Stranch Decl. ¶ 5; SA ¶ I. On October 5, 2023, the Parties advised the Court of the Settlement as to the material terms, including the claims in the instant case and the Crisler Action, and continuing negotiations. *See* Agreed Motion to Advise Court of Settlement, Request a Stay of Defendant’s Responsive Pleading Deadline and to Set Deadline to File Motion For Preliminary Approval Of Settlement. Thereafter, the Parties expended significant time negotiating the precise details of the substantive Settlement terms, and the Settlement Agreement was executed on November 17, 2023. Stranch Decl. ¶ 6; *see* SA, Ex. 1.

II. THE PROPOSED SETTLEMENT TERMS

The Settlement is designed to address the specific harms caused by the Data Breach, by providing prospective identity theft protection, and reimbursement of losses caused by the Data Breach. Stranch Decl. ¶ 7. The material terms of the proposed Settlement are summarized as follows:

A. The Settlement Class

Pursuant to the Settlement, Plaintiff requests that the Court provisionally certify the following Settlement Class:

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.

SA ¶¶ IV 1.24, 2.7. Excluded from the Settlement Class are (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. SA ¶ IV 1.24.

B. Benefits to Settlement Class Members under the Proposed Settlement

The Settlement provides generous benefits to the Settlement Class Members under a claims made structure, of retrospective reimbursement of losses incurred as a result of the Data Incident, and prospective credit monitoring protection, as follows.

a. Reimbursement of Documented Ordinary Losses

Under the Settlement Agreement, Class Members are eligible to receive reimbursement of out-of-pocket expenses up to **\$1,000.00** “that were incurred as a result of the Data Incident,” simply by submitting a valid claim, the Claim Form. SA ¶ IV 2.1.1(a); SA Exhibit C (Claim Form); Stranch Decl. ¶ 8(b). Eligible expenses include “(i)unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (if charged based on the amount of data used); (v) postage; and (vi) gasoline for local travel purchased by Settlement Class Members between March 15, 2023 and the Claims Deadline.” SA ¶ IV 2.1.1(a). Settlement Class Members with out-of-pocket expenses merely need to submit documentation supporting their claims. This may include receipts or other documentation either self-prepared or generated by an outside party. *Id.* Any self-prepared receipts will be “subject to the Settlement Administrators review for plausibility.” *Id.*; Stranch Decl. ¶ 8(b).

b. Reimbursement for Lost Time

Further, under the proposed Settlement, Settlement Class Members may make a claim to be reimbursed for “up to three (3) hours of lost time spent dealing with the Data Incident” at a rate of \$25 per hour, as long as at least one (1) full hour was spent dealing with the Data Incident. SA

¶ IV 2.1.1(b). This is subject to the \$1,000.00 cap per individual Class Members for out-of-pocket expenses. To make a claim, Settlement Class Members need only (i) attest that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) provides a written description of how the claimed lost time was spent related to the Data Incident. *Id.*; *see* Stranch Decl. ¶ 8(b).

c. Reimbursement of Documented Extraordinary Losses

In addition, under the proposed Settlement, Settlement Class Members can also receive reimbursement, “not to exceed \$2,500.00[,] . . . for documented monetary losses” incurred as a result of the Data Incident, simply by making a valid claim. SA ¶ IV 2.1.2; Stranch Decl. ¶ 8(b). Reimbursement for Extraordinary Losses are separate and apart from the reimbursement for Ordinary Losses and Lost Time. *Id.* To be eligible for Extraordinary Losses, Settlement Class Members losses must be (i) actual, documented, and unreimbursed; (ii) more likely than not caused by the Data Incident; (iii) have occurred between March 15, 2023 and the Claims Deadline; and (iv) not already covered by one or more of the above-referenced reimbursable expense categories under documented Ordinary Losses. *Id.* Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such Extraordinary Losses, and provide documentation supporting their claims. Again, Settlement Class Members may access these benefits simply by submitting a Claim Form (SA Ex. C).

d. Identity Theft Protection

Further still, under the proposed settlement, and in addition to reimbursement able ordinary and extraordinary losses, all Settlement Class Members will be offered prospective identity theft protection of “one year of three bureau credit monitoring, with an additional \$1 million in insurance for any eligible damages.” SA ¶ IV 2.3. Defendant will pay for identity theft protection

services “separate and apart from other settlement benefits.” *Id.*; *see* Stranch Decl. ¶ 8(a). This benefit is designed to protect Settlement Class Members from identity theft resulting from the Data Incident, a specific harm alleged to have been caused by the Data Breach in this case.

e. Information Security Improvements

Lastly, under the proposed Settlement, Defendant has also “agreed to provide sufficient documentation” to show that it “has implemented various security related measures through December 31, 2023.” SA ¶ IV 2.4; Stranch Decl. ¶ 9. These security enhancements will be paid by Revance “separate and apart from other settlement benefits.” *Id.* Here, Revance has agreed to provide confirmatory discovery establishing the appropriateness of settlement terms as contemplated under Ten. R. Civ. P. 23.02(1); and, a copy of the information security improvements may be filed with the Court, under seal, pursuant to an agreed upon Confidentiality Order entered by the Court. *Id.*

C. Notice Program and Settlement Administration

i. Notice to the Settlement Class

The proposed Settlement provides for a robust notice program to the Settlement Class. Defendant will pay for “[a]ll costs for notice to the Settlement Class” and “Costs of Claims Administration.” SA ¶¶ IV 2.6, 3.2. The Parties have agreed to select JND Legal Administration as the Claims Administrator who will be charged with delivering sufficient notice (including direct notice) and administering the claims process. SA ¶¶ IV 1.3, 2.5 , 8.1. Under the proposed Settlement, notice will be given to the Settlement Class Members by both first class United States Postal Service mail, as well as publication on a Settlement Website. *See* SA ¶ IV 3.2; Stranch Decl. ¶ 17. First, within fourteen (14) days of entry of the Preliminary Approval Order, Revance shall provide the Claims Administrator with the name, physical address, and email, if available, of each

Settlement Class Member it possesses. SA ¶ IV 3.2(a). The Claims Administrator will establish the Settlement Website, that will inform Settlement Class Members of the terms of the Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include access to important documents, such as: (i) the Long Notice (SA Ex. B); (ii) the Claim Form (SA Ex C.); (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the operative Class Action Complaint; (vi) Class Counsel's Application for Attorneys' Fees and Expenses and Service Award for Class Representatives; and (viii) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically.

Within forty-five (45) days of entry of the Preliminary Approval Order—and to be substantially completed not later than sixty (60) days after entry of the Preliminary Approval Order--the Claims Administrator will provide notice to the Settlement Class members by first-class USPS mail, in the form of the Short Notice attached to the Settlement Agreement as Exhibit A. The Short Notice directs Settlement Class Members to the Settlement Website, and informs them, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Fairness Hearing. SA ¶ IV 1.28; SA Ex. A. In the event that a Short Notice is returned to the Claims Administrator by USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days.

Both the Short Notice and Long Form notice are written in plain language such that they will be readily understandable to the Settlement Class, and summarize the Parties' positions in litigation, the terms of the Settlement, instructions on how to object and opt-out from the

Settlement, the claims process, and stating the requested attorneys' fees and costs, the requested service awards, and the date, time, and place of the Final Approval Hearing, as set by the Court. Stranch Decl. ¶ 17.

Moreover, under the proposed Settlement, JND will establish a toll-free help line shall be with additional information about the settlement and to respond to Settlement Class Members' questions. SA ¶ IV 3.2(g). The Claims Administrator also will provide copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members. *Id.*

ii. ***Opt-Out and Objection Procedure***

Under the proposed Settlement, each person wishing to be excluded from and opt-out of the Settlement Class shall sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. To be effective, the written Opt-Out notice must be postmarked no later than sixty (60) days after the date on which the notice program begins under SA ¶ IV 3.2(d)—the date of the mailing of the Short Notice. *See* SA ¶ IV 4.

Further, any Settlement Class Member desiring to object to the Settlement shall submit a timely written notice of his or her objection by the Objection Date, no later than sixty (60) days from the date on which notice program commences pursuant to SA ¶ IV 3.2(d). The objection must 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 Incident); (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 Fairness Hearing; (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); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. 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 *Karen Lytle v. Revance Therapeutics, Inc.*, Case No. 23C1897 ("the Revance Action"), no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d), and served concurrently therewith upon proposed and counsel for Revance. *See* SA ¶ IV 5.

D. Service Awards

Under the proposed Settlement, subject to Court approval, Defendant has agreed to a "service award in the amount of \$2,000.00 to each of the Class Representatives." SA ¶ IV 7.2; Stranch Decl. ¶ 12.

E. Attorneys' Fees and Expenses

After an agreement was reached in principle between the Parties, it was agreed that subject to Court approval, Defendant has agreed to not contest a request for reasonable attorneys' fees, costs, and litigation expenses not to exceed \$145,000.00. SA ¶ IV 7.1. Any award of attorneys' fees, costs, expenses, and/or a Service Award "will not in any way reduce the consideration being made available to the Settlement Class." *Id.* ¶ IV 7.4.

III. ARGUMENT OF LAW: THE COURT SHOULD PRELIMINARILY APPROVE THE PROPOSED SETTLEMENT

A. Preliminary Approval Procedure

TRCP 23.05 requires judicial approval of class action settlements. In considering issues concerning class actions, Tennessee courts take guidance from federal cases applying Rule 23 of the Federal Rules of Civil Procedure, on which TRCP 23 is modeled. *See Meighan v. U.S. Sprint Communications Co.*, 924 S.W.2d 632, 637, n. 2 (Tenn. 1996) (“We have previously held that because of the identical language in our Rule 23 and in Rule 23 of the Federal Rules of Civil Procedure that federal authority is persuasive.”).

The settlement approval process typically involves two major stages: preliminary approval and final approval. As stated in the Federal Judicial Center’s Manual for Complex Litigation – Fourth (4th Ed. 2022) (“Manual”), when seeking preliminary approval, “counsel submit the proposed terms of the settlement and the judge makes a preliminary fairness evaluation.” *Id.* § 21.632; *see also* 4 Herbert Newberg & Alba Conte, *Newberg on Class Actions*, § 11.25 (4th Ed. 2002) (“Newberg”). Where, as here, a class has not previously been certified, the Court must also make a determination that the proposed class satisfies the criteria set forth in Rule 23 for maintenance of a class action. Manual § 21.632.

B. Certification of the Settlement Class is Appropriate

Prior to preliminarily approving a proposed settlement, the court must first determine whether the proposed Settlement Class is appropriate for certification. *See* Manual § 21.632 (4th ed. 2004); *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Accordingly, a class certified for the purposes of settlement must satisfy the four requirements of TRCP 23.01: numerosity, commonality, typicality, and adequacy of representation. The settlement class must also satisfy one of the requirements of TRCP 23.02. Further, when confronted “with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present

intractable management problems for the proposal is that there be no trial.” *Hawkins v. First Tennessee Bank, N.A.*, No. CT [REDACTED] 2016 WL 11740305, at *2 (Tenn. Cir. Ct. Aug. 23, 2016) (quoting *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997)). In the instant case, this Settlement Class easily satisfies these criteria and certification is appropriate pursuant to TRCP 23.01(1)-(4), and 23.02(3) as common questions of law or fact predominate over individual issues and a class action is superior to other methods of adjudicating the claims. *Amchem*, 521 U.S. at 615-16.

1. The proposed Settlement Class Meets the Requirements of TRCP 23.01

a. Numerosity

Numerosity requires that a “class [be] so numerous that joinder of all members is impractical.” Tenn. R. Civ. P. 23.01. “Where the number of class members exceeds forty, [numerosity] is generally deemed satisfied.” *Hawkins*, 2016 WL 11740305, at *2 (quoting *Ham v. Swift Transp. Co.*, 275 F.R.D. 475, 483 (W.D. Tenn. 2011)). “Proof of the precise number of persons to be included in the class is not required.” *Ham*, 275 F.R.D. at 483.

Here, Plaintiffs allege that during the Data Breach, Revance lost control over at least 2,803 former and current employees’ highly sensitive personal identifying information (PII). As such, the proposed class consists of over 2,803 members, easily satisfying the numerosity requirement.

b. Commonality

Commonality requires “plaintiffs to demonstrate that class members ‘have suffered the same injury’ and their claims ‘depend upon a common contention of such a nature that it is capable of class wide resolution—which means that determination of its truth or falsity will resolve an issue that central to the validity of each one of the claims in one stroke.’” *Hawkins v. First Tennessee Bank, N.A.*, CT [REDACTED] 2016 WL 11740305, at *2 (Tenn. Cir. Ct. Aug. 23, 2016)

(quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). The commonality requirements present a law hurdle, as commonality does not require that all questions of law and fact raised be common. *See Dukes*, 564 U.S. at 359 (2011) (“for purposes of [commonality] even a single common question will do”) (cleaned up). “[T]he mere fact that questions peculiar to each individual member of the class action remain after the common questions of the defendant’s liability have been resolved does not dictate the conclusion that a class action is impermissible.” *Ham*, 275 F.R.D. at 484 (quoting *sterling v. Velsicol Chem. Corp.*, 855 F.2d 1188, 1197 (6th Cir. 1988)).

The proposed Settlement Class in this action satisfies the commonality requirement. Common Questions include but are not limited to, whether Defendant a had a duty to protect Class Members’ PII and whether Defendants breached that duty. Compl. ¶¶ 120(d). Resolution of these common questions would require evaluation of the question’s merits under a single objective standard, *i.e.*, “whether [Defendant] had a legal duty to adequately protect Settlement Class Members’ personal information; . . . whether [Defendant] breached that legal duty; and . . . whether Plaintiffs and members of the class suffered injury as a result of [Defendant]’s failure to act.” *Hutton v. Nat’l Bd. Of Exam’rs in Optometry, Inc.*, 2019 WL 3183651, at *3 (D. Md. July 15, 2019) (approving settlement in data breach case). The resolution of that inquiry involves evidence that does not vary amongst class members, and so can be resolved for all Class Members at once. Thus, commonality is satisfied.

c. Typicality

A class representative’s claims are typical of the claims of the claims of the class if they “arise from the same practice, affect class members in the same manner, and are based on the same legal theory” as those of the class. *Hawkins*, 2016 WL 11740305, at *3 (citing *Beathe v.*

CenturyTel, Inc., 511 F.3d 554, 560 (6th Cir. 2007)); *see also Cooper v. S. Co.*, 390 F.3d 695, 714 (11th Cir. 2004) (“Neither the typicality nor the commonality requirement mandates that all putative class members share identical claims, and . . . factual differences among the claims of the putative members do not defeat certification.”). When the same course of conduct is directed at both the named plaintiff and the members of the proposed class, the typicality requirement is met. *Kennedy v. Tallant*, 710 F.2d 711, 717 (11th Cir. 1983).

Here, Plaintiff’s claims are typical of the Settlement Class they seek to represent and the requirement of TRCP 23.01(3) is easily satisfied. As with the Settlement Class, Plaintiffs’ Private Information was compromised or disclosed without their authorization. Plaintiffs, like each Class Member, received a notice regarding the Data Breach from Defendant. Plaintiffs’ claims arise from Defendant’s conduct and, therefore, Plaintiffs are typical to the Settlement Class.

d. Adequacy

Adequacy is a two-fold inquiry. It requires that: “(1) the class representative has common interests with unnamed members of the class, and (2) the representative will vigorously prosecute the interests of the class through qualified counsel.” *Hawkins*, 2016 WL 11740305, at *3 (citing *Senter v. General Motors Corp.*, 532 F.2d 511, 525 (6th Cir. 1976)).

In this case, the adequacy requirement of TRCP 23.01(4) is met. Both components of the inquiry are satisfied because Plaintiffs’ interests in this litigation are aligned with, and not antagonistic to, those of the Settlement Class, and because Plaintiff are represented by qualified and competent counsel. Plaintiffs provided their Private Information to Defendant and allege that their Private Information was compromised as a result of the Data Breach, just as the Private Information of the Settlement Class was also allegedly compromised. *See* Compl. ¶ 44 (“Plaintiff [Lytle] received Defendant’s Data Breach Notice dated July 10, 2023, informing [her] that her

Private Information, including her name, Social Security number, and health or health insurance information, was unauthorizedly disclosed to and exfiltrated by cybercriminals in Revance’s Data Breach.”) Indeed, Plaintiffs’ claims are identical to the claims of the Settlement Class, and Plaintiffs and the Settlement Class desire the same outcome in this Action. Plaintiffs have vigorously prosecuted this case thus far for the benefit of all Class Members. Stranch Decl. ¶ 14. Plaintiffs have each participated in the Actions, including by providing information for the Complaints, reviewing pleadings, and participating in settlement discussions. *Id.* ¶ .

In addition, proposed Settlement Class Counsel are experienced in nationwide class action litigation; and with respect to data breach class actions, the undersigned are well recognized practice leaders. *Id.* ¶ 15. Moreover, because Plaintiffs and their counsel have devoted considerable time and resources to this litigation and have shown a deft understanding of the issues in this Action, the adequacy requirement is satisfied. *Id.* ¶¶ 14-15.

2. The Predominance and Superiority Requirements of Rule 23.02(3) Are Met

In addition to meeting the prerequisites of TRCP 23.01, the proposed Settlement Class must also meet one of the three requirements of TRCP 23.02. Here, Plaintiffs seek certification under TRCP 23.02(3), which requires that (1) “the question of law or fact common to the members of the class predominate over any questions affecting only individual members,” and (2) “a class action [be] superior to other available methods for the fair and efficient adjudication of the controversy.” Tenn. R. Civ. P. 23.02; Compl. ¶ 121 . The Tennessee Supreme Court has succinctly summarized this basis for resolving litigation on a class-wide basis:

The third situation in which class actions may be maintained are those situations in which questions of law or fact predominate over individual issues making a class action the superior method for a fair resolution of the controversy. Tenn. R. Civ. P. 23.02(3). This provision is the most general, arguably encompasses all class actions, and is based on principles of judicial economy.

Meighan, 924 S.W.2d at 636. The Settlement Class readily meets these requirements.

a. Predominance

The predominance requirement focuses primarily on whether a defendant's liability is common enough to be resolved on a class basis, *see Dukes*, 131 S. Ct. at 2551-557, and whether the proposed class is "sufficiently cohesive to warrant adjudication by representation," *see Amchem*, 521 U.S. at 623. Common issues of fact and law predominate in a case where "the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole . . . predominate over those issues that are subject only to individualized proof." *Hawkins*, 2016 WL 11740305, at *3 (quoting *Beattie v. CenturyTel, Inc.*, 511 Fed. F.3d 554, 564 (6th Cir. 2007)). "When 'one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members.'" *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (quoting 7AA C. Wright, A. Mill, & M. Kane, *Federal Practice and Procedure* § 1778, 123-124 (3d ed. 2005)).

Common issues predominate here because the central liability question in this case – whether Defendant failed to safeguard Plaintiff's PII, like that of every other Class Member—can be established through generalized evidence. Several case-dispositive questions can be resolved identically for all members of the Settlement Class, such as whether Defendant had a duty to exercise reasonable care in safeguarding, securing, and protecting the PII of Plaintiff and Class Members and whether Defendant breached that duty.

Numerous courts have recognized that these types of common issues arising from a data breach predominate over individualized issues. *See, e.g., In re Countrywide Fin. Corp. Customer*

Data Sec. Breach Litig., No. 3:08-me-1998, 2009 WL 5184352, at *6-7 (W.D. Ky. Dec. 22, 2009) (finding predominance where proof would focus on data breach defendant's conduct both before and during the theft of class members' personal information); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1059 (S.D. Tex. 2012) (finding predominance where "several common questions of law and fact ar[ose] from a central issue: Heartland's conduct before, during, and following the data breach, and the resulting injury to each class member from that conduct"). Accordingly, the common questions of fact and law that arise from Defendant's conduct predominate over any individualized issues.

b. Superiority

Finally, the superiority requirement "requires the Court to ask whether Plaintiffs have established that adjudication on a class wide basis is superior to any other method." *Ham*, 275 F.R.D. at 488 (citing *Violette v. P.A. Days, Inc.*, 214 F.R.D. 207, 216 (S.D. Ohio 2003) ("This second requirement of Rule 23(b)(3) compels the court to balance the merits of a class action in terms of fairness and efficiency.")). Factors the Court may consider are: (1) the interests of members of the class in individually controlling the prosecution or defense of separate actions; (2) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (3) the desirability or undesirability of concentrating the litigation of the claims in particular forum; and (4) the difficulties likely to be encountered in the management of a class. Tenn. R. Civ. P. 23.02.

Here, resolution of numerous claims in one action is far superior to individual lawsuits, because it promotes the adjudication of claims in a manner that is consistent, efficient, fair, and in conformity with Due Process. *See id.* Absent class treatment in the instant case, each Class Member will be required to present the same or substantially similar legal and factual arguments, in

separate, duplicative proceedings, the result of which would be multiplicity of trials conducted at enormous expense to both the judiciary and the litigants. There is also the possibility that individual claims would lead to inconsistent results.

Moreover, there is no indication that Class Members have an interest in individual litigation or an incentive to pursue their claims individually, given the amount of damages likely to be recovered relative to the high costs of prosecuting each individual action to final judgment. *See In re Terazosin Hydrochloride Antitrust Litig.*, 220 F.R.D. 672, 700 (S.D. Fla. 2004) (class actions are “particularly appropriate where . . . it is necessary to permit the plaintiffs to pool claims which would be uneconomical to litigate individually”).

Accordingly, the requirements for certification under TRCP 23.01 and 23.02 are satisfied.

C. The Proposed Settlement is Fair, Reasonable, and Adequate and Should be Preliminarily Approved.

“The purpose of preliminary evaluation of a proposed class action settlement is to determine whether the settlement is ‘fair, reasonable, and adequate.’” *Hawkins*, 2016 WL 11740305, at *4 (quoting Fed. R. Civ. P. 23(e)(1)(c)). The procedure for review of a proposed class action settlement is a well-established two-step process. Newberg § 11.25, at 38-30. In the first step, the Court determines whether the proposed settlement should be preliminarily approved. Manual § 21.632 (4th ed. 2004). In the second step, after hearing from any objectors and being presented with declarations and materials to support the fairness of the settlement, the Court makes a final decision whether the settlement should be finally approved. *See id.* §§ 21.633-35. “A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s length negotiations between experienced, capable counsel after meaningful discovery.” *Hawkins*, 2016 WL 11740305, at *4. In reaching a decision, courts should also bear in mind that “settlement agreements . . . are favored by the courts and represent the achievement of an amicable

result to pending litigation.” See *In re High Pressure Laminate Antitrust Litig.*, No. M2005-01747-COA-R3CV, 2006 WL 3681147, at *3 (Tenn. Ct. App. Dec. 13, 2006) (collecting cases).

1. Legal Standard for Approval of a Settlement.

Tennessee courts have a long-standing policy in favor of Settlement. See *in re High Pressure Laminate Antitrust Litig.* 2006 WL 3681147 at *3. “Tennessee Rule of Civil Procedure 23.05 does not specify the legal standard for trial court approval of a class action settlement,” but the Court of Appeals has “directed trial courts to consider various factors, such as ‘the risk and likely return to the class of continued litigation, the range of possible outcomes and probability of each, [and] whether class of continued litigation, the range of possible outcomes and probability of each, [and] whether class counsel’s fees are proportional to the incremental benefits conferred on the class members. *In re Pacer Int’l, Inc.*, No. 210500356COAR3CV, 2017 WL 2829856, at *5 (Tenn. Ct. App. June 30, 2017) (affirming approval of class action settlement) (quoting *Posey v. Dryvit Sys., Inc.*, No. E2004-0213-COA-R9-CV, 2005 WL 17426, at *2 (Tenn. Ct. App. Jan. 4, 2005)). Courts may also examine “whether settlement negotiations were at arm’s length, the number of objectors, the objectors’ access to information, and the experience of the parties’ counsel.” *Id.* Ultimately, the Court must “focus on the fairness of the proposed settlement.” *Id.*

When evaluating a settlement for preliminary approval, the court should be cognizant that “[a] settlement is by its very nature a compromise,” and “[t]he court must determine, not whether the settlement represents the best outcome, but whether it falls within the ‘range of reasonableness.’” *Id.* At the preliminary approval stage, the Court need not evaluate the ultimate fairness of the Settlement. Rather, the question for the Court to resolve is “simply whether the settlement is fair enough that it is worthwhile to expend the effort and costs associated with sending potential class members notice and processing opt-outs and objections.” *Hillson v. Kelly Services*,

Case No. 2:15-cv-10803, 2017 WL 279814, at *6 (E.D. Mich. Jan. 23, 2017). Accordingly, at the preliminary approval stage, “the bar to meet the ‘fair, reasonable, and adequate’ standard is lowered[.]” *In re Regions Morgan Keegan Secs.*, No. 08-cv-██████████ WL 11145134, at *3 (W.D. Tenn. Nov. 30, 2015); *Johnson v. W2007 Grace Acquisition I, Inc.*, No. 13-2777, 2015 WL 12001268, at *4 (W.D. Tenn. Apr. 30, 2015). Class Counsel here has negotiated a settlement which Class Counsel, with their wealth of experience litigating and settling cases of this type, and the Class Representatives believe this Settlement will make Class Members whole. Stranch Decl. ¶¶ 4-5, 11, 15.

2. The Proposed Settlement Satisfies the Standard for Preliminary Approval.

a. Arm’s-Length Negotiations

The Settlement resulted from arm’s-length negotiations between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in this Action, after exchanging key information regarding this case, including the size of the class, the types of information accessed and stolen in the Data Breach, and Revance’s investigation into and response to the Data Breach. Stranch Decl. ¶¶ 4-5. Arm’s-length negotiations conducted by competent counsel constitute *prima facie* evidence of fair settlements. *See, e.g., Roland v. Convergys Customer Mgmt. Grp., Inc.*, No. 1:15-CV-00325, 2017 WL 977589, at *1 (S.D. Ohio Mar. 10, 2017) (noting that settlement was “reached after good faith, arms’ length negotiations, warranting a presumption in favor of approval”); *Brotherton v. Cleveland*, 141 F.Supp.2d 894, 906 (S.D. Ohio 2001) (absence of any evidence suggesting collusion or illegality “lends toward a determination that the agreed proposed settlement was fair, adequate and reasonable”). These circumstances weigh in favor of approval. *See Hawkins*, 2016 WL 11740305, at *4 (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s length negotiations

between experienced, capable counsel after meaningful discovery.”); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1384 (S.D. Fla. 2007) (concluding that class settlement was not collusive in part because it was overseen by “an experienced and well-respected mediator”).

Additionally, the Parties spent significant time negotiating the terms of the final written Settlement Agreement which is now presented to the Court for Approval. Stranch Decl. at ¶¶ 5-6. At all times, these negotiations were at arm’s length and, while courteous and professional, the negotiations were intense and hard-fought on all sides. *Id.* ¶ 6.

b. The Relief Provided for the Class Is Adequate and Within the Range of Possible Outcomes.

As detailed above, the benefits provided to the Settlement Class in the proposed Settlement are substantial, including reimbursement for Ordinary Losses of out-of-pocket expenses and lost time up to a cap of \$1,000.00 per individual, reimbursement of Extraordinary Losses up to \$2,500.00, as well as identity theft protection. *See* SA ¶¶ IV 2.1, 2.3; Stranch Decl. ¶ 8. Moreover, under the Settlement Agreement, Revance will provide documentation of its security enhancement measures undertaken now and in the future. SA ¶ IV 2.4; Stranch Decl. ¶ 9. This is commensurate with, or better than, other sizable data breach settlements. *See, e.g., Cochran v. Accellion, Inc. et al.*, No. 5:21-cv-01887-EJD (N.D. Cal.), ECF No. 32 (June 30, 2021) (\$5 million settlement fund for 3.82 million class members or approximately \$1.31 per Class member before deducting the costs of settlement administration or attorneys’ fees, in case with compromised Social Security Numbers).

The relief offered by the Settlement is adequate considering the risks of continued litigation. Although Plaintiffs are confident in the merits of their claims, the risks involved in prosecuting a class action through trial cannot be disregarded Stranch Decl. ¶ 13. Plaintiff’s claims

would still need to survive likely motions practice (*e.g.*, a motion for summary judgment), succeed at obtaining class certification, prevail at trial, and even survive a likely appeal. *Id.*

Almost all class actions involve a high level of risk, expense, and complexity, which is one reason that judicial policy so strongly favors resolving class actions through settlement, “[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004); *see also In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992) (“Public policy strongly favors the pretrial settlement of class action lawsuits”); *Warrant v. City of Tampa*, 693 F.Supp. 1051, 1054 (M.D. Fla. 1998). This is not only a complex case, but it is in an especially risk field of litigation: data breach. *See, e.g., In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2010 WL 3341200, at (6 (W.D. Ky. Aug. 23, 2021) (approving data breach settlement, in part, because “proceeding through the litigation process in this case is unlikely to produce the plaintiff’s desired results”).

Data breach cases, such as this one, are especially risky, expensive, and complex. *See In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) (“Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable.”). Although data breach law is continuously developing, data breach cases are still relatively new, and courts around the country are still grappling with what legal principles apply to the claims. *In re Anthem Inc. Data Breach Litig.*, 327 F.R.D. 299, 315 (N.D. Cal. 2018) (noting that “many of the legal issues presented in [] data-breach case[s] are novel.”) Because the “legal issues involved [in data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law and well as other issues.” *In re Target Corp. Customer Data Security*

Breach Litig., No. 14-2522 (PAM/JJK), 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015). Through the Settlement, Plaintiffs and Class Members gain significant benefits without having to face further risk.

While Plaintiffs believe that they would prevail on their claims, there is little directly analogous precedent to rely upon. Stranch Decl. ¶ 13. Beyond the merits, class certification is challenging in any case. Class certification has been denied in other consumer data breach cases and to date only one (b)(3) class has been certified in a consumer data breach case. *See Smith v. Triad of Alabama, LLC*, No. 1:14-cv-324-WKW, 2017 WL 1044692, at *6 (M.D. Ala. Mar. 17, 2017). Further, while Plaintiffs feel that they would be able to obtain certification outside of a settlement context and maintain certification through trial, this is not certain. *Id.* Any potential certification would also be subject to later appeal and potential reversal. The cost of trial and any appeals would be significant and would delay the resolution of this litigation without the guarantee of any relief. *Id.*

Furthermore, the outcome of this Settlement should be considered not only as favorable as other data breach class action settlements, but as more favorable given that the Settlement Agreement provides for a wide array of both monetary and non-monetary benefits to the Settlement Agreement.

As stated in the attached Declaration of J. Gerard Stranch, IV, a Settlement today not only avoids the risks of continued litigation, but it provides immediate, tangible benefits to the members of the Settlement Class now as opposed to after years of risky litigation. The Settlement unquestionably provide a favorable result to the members of the Settlement Class, placing the Settlement well within the range of possible final approval. Stranch Decl. ¶ 13.

D. The Proposed Class Notice Satisfies Rule 23

Rule 23 requires the Court to “direct to the members of the class the best notice practicable under the circumstances, including publication when appropriate or individual notice to all members who can be identified through reasonable effort.” Tenn. R. Civ. P. 23.03(2). The best practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 336 U.S. 306, 314 (1950). To comport with due process, notice must be “reasonably calculated to reach interested parties.” *Fidel v. Farley*, 534 F.3d 508, 513 (6th Cir. 2008). Due process does not require actual notice to each party to be bound by the adjudication of the class action. *Id.* Rather, the inquiry is into the substance of the notice itself, which must be “reasonably calculated, under all circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Id.* The notice must “fairly apprise the prospective members of the class of the proposed settlement so that class members may come to their own conclusions about whether the settlement services their interests.” *Id.*

Specifically, the notice shall advise:

Each member that (a) the court will exclude the member from the class if the member so requests by a specified date; (b) the judgment, whether favorable or not, will include all members who do not request exclusion; and (c) any member who does not request exclusion may, if the member desires enter an appearance.

Tenn. R. Civ. P. 23.03(2).

The proposed Notice Program, here, satisfies all of these criteria. The Notice Program is reasonably calculated under the circumstances to apprise the Settlement Class as of the pendency of the case, the proposed Settlement and its terms, any requests for attorneys’ fees and expenses and Service Awards, and the Class Members’ rights to opt-out of or object to the Settlement, as well as the other information required by Tenn. R. Civ. P. 23.02(2).

As stated above, notice will be provided to Class Members through direct notice mailed by first-Class United States Postal Service(“USPS”) mail. In addition, a Long Notice shall be posted on the Settlement Website.

Therefore, the Notice Program (including the proposed Notice Forms, SA Ex. A and Ex. B) comply with all applicable law, including, Rule 23 and Due Process. Accordingly, Plaintiff respectfully requests that the Court approve the Notice Program and direct Notice to the Settlement Class.

E. Plaintiff’s Counsel Should be Appointed as Settlement Class Counsel

As discussed above, and as fully explained in Mr. Stranch’s Declaration, proposed Settlement Class Counsel have expensive experience prosecuting similar class actions and other complex litigation. Stranch Decl. ¶ 15. The proposed Settlement Class Counsel have diligently investigated and efficiently prosecuted the claims in this matter, dedicated substantial resources toward the endeavor, and have successfully and fairly negotiated the Settlement of this matter to the benefit of Plaintiff and the Settlement Class. *Id.* Mr. Stranch has been involved in *numerous* lawsuits regarding data breach claims, in Tennessee and across the nation. *See, e.g., Julien v. Cash Express*, Case No. 2022-CV-221 (Putnam Cnty. Tenn. Cir. Ct.) (final approval granted November 9, 2023); *In re CorrectCare Data Breach Litigation*, Case No. 5: 22-319-DCR (E.D. Ky.); *McKenzie v. Allconnect, Inc.*, No. 5:18-cv-00359-JMH (E.D. Ky) (data breach class action settlement providing \$100 direct cash payments to every single class member without the need for any claim form submission); *Goodlett v. Brown-Forman*, Case No. 20-CI-005631 (Jefferson Cnty. Ky. Cir. Ct.); *Slos v. Select Health Network*, No. 71D05-2022-PL-000060 (St. Joseph Super. Ct. Aug. 5, 2021); *Jones v. Methodist Hospital, Inc.*, No. 45C01-1911-CT-001201 (Lake Cnty. Super. Ct.); *Baldwin v. Nat’l W. Life Ins. Co.*, No. 2:21-cv-04066-WJE (W.D. Mo.); *In re BJC Healthcare*

Data Breach Litig., No. 2022-CC09492 (Mo. Cir. Ct.); *Marshall v. Conway Reg. Med. Ctr., Inc.*, No. 23CV-20-771 (Ark. Cir. Ct.); *Crawford v. thyssenkrupp Materials NA, Inc.*, No. 2122-CC00411 (Mo. Cir. Ct.) (same); *Carr v. Beaumont Health*, No. 2020-181002- NZ (Mich. Cir. Ct.); *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct.); *Monegato v. Fertility Centers of Illinois, PLLC*, Case No. 2022 CH 00810 (Cook Cnty. Cit. Ct.) (final approval granted); *Larson v. Aditi Consulting, LLC*, Case No. 22-2-03572-2 SEA (King Cnty., Wash. Sup. Ct.) (final approval granted July 14, 2023); *Carr v. South Country Health Alliance*, Case No. 74-CV-21-632 (Steele Cnty. Minn. Dist. Ct.) (final approval granted November 6, 2023); *Reese v. Teen Challenge Training Center, Inc.*, Case No. 210400093 (Philadelphia Cnty. Penn. Ct. of Comm. Ple.) (final approval granted Nov. 14, 2023); *Owens, et al. v. U.S. Radiology Specialists, et al.*, Case No. 22 CVS 17797 (Mecklenburg, N.C. Sup. Ct.) (preliminary approval pending); *Gilbert, et al. v. Bioplus Specialty Pharmacy Services, LLC*, Case No. 6:21-cv-02158-RBD-DCI (M.D. Fl.) (preliminary approval pending). Accordingly, Plaintiff requests that the Court appoint Stranch, Jennings & Garvey, PLLC as Interim Class Counsel.

F. The Court Should Schedule a Final Approval Hearing and Pertinent Deadlines

As part of the Settlement, Settlement Class Members have the right to (a) do nothing and receive the benefits for the Settlement in exchange for a release of their claims, if the Settlement receives final approval; (b) exclude themselves from the Settlement if they do not wish to obtain the benefits of the Settlement or release their claims; or (c) remain part of the Settlement Class but object to the Settlement. SA ¶¶ 4.1, 5.1, and 6.1. Settlement Class Members have 60 days from the date that the notice is sent to them to decide among these options. *Id.* at ¶ 4.1. This is a reasonable amount time for Settlement Class Members to make an informed decision, while also not unduly delaying consideration of final approval for Settlement Class Members who wish to timely receive

the benefits of the Settlement. Therefore, the Court should approve this as the opt-out and objection deadlines.

A Final Approval Hearing will be held after notice has been given to the Settlement Class and Settlement Class Members have had an opportunity to opt-out of or object to the Settlement. The notice to Settlement Class Members includes the date of the Final Approval Hearing, and Class Counsel and counsel for Defendant will appear to further explain why the Settlement should be granted final approval. Settlement Class Members who timely and properly object to the Settlement will have the opportunity to appear at this hearing and have their objections heard. In connection with the preliminary approval of the Settlement, Plaintiffs request that the Court set (1) a date for the Final Approval Hearing no earlier than 150 days from the Preliminary Approval Order, (2) dates for filing papers relating to final approval and attorneys' fees, (3) dates for sending notice to the Settlement Class, and (4) deadlines for any requests for exclusion or objections, as set forth in the Settlement Agreement

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court enter the accompanying proposed Preliminary Approval Order, directing notice of the proposed Settlement to the Settlement Class and setting a hearing for the purpose of deciding whether to grant final approval to the Settlement.

Dated: November 30, 2023

Respectfully Submitted,

**STRANCH, JENNINGS & GARVEY,
PLLC**

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*Counsel for Plaintiff Karen Lytle
and the Putative Class*

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served upon counsel, via the Court's electronic notification system, on this the 30th day of November, 2023:

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By: /s/ J. Gerard Stranch, IV
J. Gerard Stranch, IV (No. 23045)

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

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

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of this 17th day of November 2023, is made and entered into by and among the following Settling Parties (as defined below): (i) Karen Lytle (“Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through her counsel of record, Stranch, Jennings & Garvey, PLLC and Turke & Strauss, LLP (“Plaintiff’s Counsel”); and (ii) Revance Therapeutics, Inc. (“Revance”), by and through its counsel of record, Baker & Hostetler LLP. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

In the Class Action Complaint filed on August 15, 2023, Plaintiff alleges that she was employed by Revance in 2014, and that as part of her employment, she “was required to provide her Private Information to Revance, including but not limited to her name, Social Security number, and health or health insurance information,” as were other employees of Revance. *Complaint* at ¶¶ 42, 19-21. Plaintiff further alleges that her and other current and former Revance employees’ Private Information was disclosed to unauthorized third persons during a cyberattack on Revance’s

computer systems that occurred between March 15, 2023, and April 10, 2023, for which Plaintiff received a notice of the cyberattack dated July 10, 2023, and for which other Revance employees whose Private Information was potentially compromised received notice beginning in July 2023. *Id.* at ¶¶ 1-2, 44, 32. Following receipt of the notifications, Plaintiff filed this lawsuit, on behalf of herself and the proposed Class,¹ asserting various claims against Revance relating to the Data Incident as defined below (the “Litigation”), including negligence, negligence *per se*, breach of implied contract, unjust enrichment, and invasion of privacy—public disclosure of private facts. On August 24, 2023, Cameron Crisler filed a Class Action Complaint in the Circuit Court for Davidson County, Case No. 23-1146-II, asserting identical factual and legal claims.

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Revance and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America (“United States,” as defined below) against Revance and the Released Persons relating to the Data Incident.

II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes that the claims asserted in the Litigation, as set forth in the Complaint, have merit. Plaintiff and Class Counsel (as defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Revance through motion practice, trial, and potential appeals. They have also considered the

¹ The Complaint proposed the Class as all persons whose Private Information was compromised in the Data Breach experienced by Revance beginning on or about March 15, 2023, as announced by Revance in July 2023. Compl. ¶ 116.

uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue in cybersecurity incident litigation in general and in this Litigation in particular. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Revance denies each and all of the claims and contentions alleged against it in the Litigation. Revance denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Revance has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Revance has considered the uncertainty and risks inherent in any litigation. Revance has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, Class Counsel, and Revance that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator (as defined below).

1.3 “Claims Administrator” means JND Legal Administration, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data-breach litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1.3.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C** attached hereto, which will be available on both the Settlement Website (as defined below), and in paper format if specifically requested by a Settlement Class Member.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the Circuit Court for Davidson County, State of Tennessee, Twentieth Judicial District.

1.8 “Data Incident” means the unauthorized access to Revance’s systems and certain files containing sensitive information about Revance’s current and former employees and customers including, but not limited to, names, addresses, email addresses, telephone numbers,

dates of birth, financial account information (e.g. account numbers, credit, and or debit cards), Social Security numbers, and other types of personally identifiable information (“PII” as defined herein), and which was discovered by Revance on or about April 27, 2023.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.10 herein have occurred and been met.

1.10 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.11 “Judgment” means a judgment rendered by the Court, substantially in the form as shown in **Exhibit E**.

1.12 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

1.13 “Objection Date” means the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.14 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.16 “PII” means, but is not limited to, individual names, addresses, email addresses, telephone numbers, dates of birth, financial account information (e.g. account numbers, credit, and or debit cards), Social Security numbers, and other types of personally identifiable information leading to notification regarding the Data Incident.

1.17 “Plaintiff” or “Class Representatives” means Karen Lytle and Cameron Crisler.

1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class, substantially in the form as shown in **Exhibit D** hereto. The Settling Parties’ will prepare a mutually agreeable Preliminary Approval Order.

1.19 “Settlement Class Counsel” and/or “Class Counsel” means J. Gerard Stranch, IV of the law firm Stranch, Jennings & Garvey, PLLC.

1.20 “Related Entities” means Revance Therapeutics, Inc. (“Revance”) and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity

who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is 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.

1.21 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of any Tennessee and similar state consumer protection statutes including but not limited to the California Consumer Privacy Act and California Unfair Competition Law; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in

the Litigation. Released Claims shall not include the right of any Settlement Class Member, Class Counsel, or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.22 “Released Persons” means Revance and the Related Entities.

1.23 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.24 “Settlement Class” means “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 (the “Data Incident”).” 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.

1.25 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.26 “Settlement Website” means the website described in ¶ 3.2(c).

1.27 “Settling Parties” means, collectively, Revance and Plaintiff, individually and on behalf of the Settlement Class.

1.28 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit A** attached hereto. The Short Notice

will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Fairness Hearing (as defined below).

1.29 "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the

Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.30 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.31 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

2. Settlement Benefits

2.1 Expense Reimbursement.

2.1.1 Documented Ordinary Losses

a) Documented Out-Of-Pocket Expenses. All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for reimbursement of the following documented out-of-pocket expenses, not to exceed \$1,000 per Settlement Class Member, that were incurred as a result of the Data Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (if charged based on the amount of data used); (v) postage; and (vi) gasoline for local travel purchased by Settlement Class Members between March 15, 2023 and the Claims Deadline. Claims for documented out-of-pocket expenses may be combined with claims for documented fees for credit reports, credit monitoring or other identity theft insurance products and reimbursement of lost time and are subject to the same \$1,000 cap. To receive

reimbursement for documented out-of-pocket expenses, Settlement Class Members must submit a Valid Claim, including documentation supporting their claims, to the Claims Administrator. This documentation can include receipts or other documentation that is “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, can also be considered to add clarity or support other submitted documentation. Any “self-prepared” documentation is subject to the Settlement Administrators review for plausibility.

- b) Reimbursement of Lost Time. Settlement Class Members are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$25 per hour), but only if at least one (1) full hour was spent dealing with the Data Incident. Settlement Class Members may receive up to three (3) hours of lost time if the Settlement Class Member (i) attests that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) provides a written description of how the claimed lost time was spent related to the Data Incident. Claims for reimbursement of lost time may be combined with claims for documented out-of-pocket expenses and documented fees for credit reports, credit monitoring, or other identity theft insurance products and are subject to the same \$1,000 cap.

2.1.2 Documented Extraordinary Losses. Settlement Class Members are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$2,500 per Settlement Class Member for documented monetary losses if the loss: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between March 15, 2023 and the Claims Deadline; and (iv) is not already covered by one or more of the above-referenced reimbursable expense categories under documented Ordinary Losses. Settlement

Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such Extraordinary Losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Settlement Class Members with Extraordinary Losses must submit substantial and plausible documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Extraordinary Losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent.

2.1.3 Settlement Class Members seeking reimbursement under ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2(d) (the “Claims Deadline”). The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Failure to provide supporting documentation for Ordinary Losses (other than reimbursement of lost time) and Extraordinary Losses, referenced above, as requested on the Claim Form, shall result in denial of a claim. For the reimbursement of up to three (3) hours of lost time claimed by Settlement Class Members, the Settlement Class Member must provide an attestation that the time claimed was spent responding to issues raised by the Data Incident and a description of how the time was spent.

2.2 Limitation on Reimbursable Expenses. Nothing in this Settlement Agreement shall be construed as requiring Revance to provide, and Revance shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other

source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.3 Identity Theft Protection. Settlement Class Members are also eligible to receive one year of three bureau credit monitoring, with an additional \$1 million in insurance for any eligible damages. Revance will pay for the credit monitoring services separate and apart from other settlement benefits.

2.4 Information Security Improvements. Upon request, Revance has agreed to provide sufficient documentation to demonstrate that it either has implemented or will implement various security related measures through December 31, 2023. Costs associated with these information security improvements will be paid by Revance separate and apart from other settlement benefits. Revance agrees to provide confirmatory discovery establishing the appropriateness of settlement terms as contemplated under Ten. R. Civ. P. 23.02(1). A copy of the information security improvements may be filed with the Court, under seal, pursuant to an agreed upon Confidentiality Order entered by the Court.

2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably

require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to the Settling Parties (one Plaintiff's lawyer shall be designated to fill this role for Plaintiff). If the Settling Parties do not agree with the Claimant's claim, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than six (6) months from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.5.3 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the

Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claim Administrator may reject the claim without any further action. If the claim is rejected in whole or in part, for other reasons, then the claim shall be referred to the claims referee.

2.5.4 If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

2.6 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of dispute resolution described in ¶ 2.5, shall be paid by Revance.

2.7 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class (as defined in ¶ 1.24). If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Plaintiff's Counsel and counsel for Revance shall jointly submit this Settlement Agreement to the Court, and Plaintiff's Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a mutually agreeable Preliminary Approval Order requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of J. Gerard Stranch, IV of the law firm of Stranch, Jennings & Garvey, PLLC as Class Counsel;
- d) appointment of Plaintiff and Cameron Crisler as Class Representatives;
- e) approval of a customary form of Short Notice to be mailed by first-class United States Postal Service ("USPS") mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto.

- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available in .pdf format on the Settlement Website for or if specifically requested by the Settlement Class Member, in a form substantially similar to **Exhibit C**, attached hereto; and
- h) appointment of JND Legal Administration as the Claims Administrator.

3.2 Revance shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiff's Counsel, and a service award to the Class Representatives, as approved by the Court, shall be paid by Revance as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- a) *Class Member Information*: Within fourteen (14) days of entry of the Preliminary Approval Order, Revance shall provide the Claims Administrator with the name, physical address, and email, if available, of each Settlement Class Member (collectively, "Class Member Information") that Revance and/or the Released Entities possess. Revance warrants and represents that it will provide the most

current Class Member Information for all Settlement Class Members as such information is contained in its or the Released Entities' records.

- b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website:* Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative Class Action Complaint filed in the Litigation; (vi) Class Counsel's Application for Attorneys' Fees and Expenses and Service Award for Class Representatives; and (viii) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically.
- d) *Short Notice:* Within forty-five (45) days of entry of the Preliminary Approval Order and to be substantially completed not later than sixty (60) days after entry of

the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class members as follows:

- Via first-class USPS mail to the postal address provided by Revance and/or the Released Entities for the Settlement Class Members. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the USPS National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;
 - Publishing, on or before the date of mailing the Short Notice, the Claim Form and the Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period.
 - The date of the first mailing of the Short Notice shall be deemed the “notice commencement date” for purposes of calculating the opt-out and objection deadlines, and all other deadlines that flow from the notice commencement date.
- e) *Returned Mail:* In the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice.

- f) *Invalid Addresses:* In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- g) *Help Line:* A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members’ questions. The Claims Administrator also will provide copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and
- h) *Declaration:* Contemporaneously with seeking Final approval of the Settlement, Class Counsel and Revance shall cause to be filed with the Court an appropriate affidavit or declaration of the Claims Administrator with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.

The notice program shall commence within forty-five (45) days after entry of the Preliminary Approval Order and shall be completed within one hundred twenty (120) days after entry of the Preliminary Approval Order.

3.4 Class Counsel and Revance's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to be excluded from and opt-out of 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 notice program commences pursuant to ¶ 3.2(d).

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any cash 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 ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than twenty-five (25) timely and valid Opt-Outs (exclusions) submitted, Revance may, by notifying Class Counsel and the Court in writing, void this Settlement Agreement. If Revance voids the Settlement Agreement pursuant to this paragraph, Revance shall

be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

5. Objection Procedures

5.1 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 Incident); (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 Fairness Hearing; (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); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. 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 *Karen Lytle v. Revance Therapeutics, Inc.*, Case No. 23C1897 ("the *Revance Action*"), no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d), and served concurrently therewith upon Class Counsel, J. Gerard Stranch, IV of the law firm Stranch, Jennings & Garvey, PLLC, 223 Rosa L. Parks Avenue, Suite 200, Nashville, Tennessee, 37203, and counsel for

Revance, Casie Collignon, Baker & Hostetler, LLP, 1801 California Ste. 4400, Denver, Colorado 80202.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member (who has not timely and validly excluded himself or herself from the Settlement), including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member (who has not timely and validly excluded himself or herself from the Settlement), including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, Revance shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff,

each and all of the Settlement Class Members, Class Counsel and Plaintiff⁷ Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims. Any other claims or defenses Revance may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Revance nor their Related Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than Plaintiff, each and all of the Settlement Class Members, Class Counsel and Plaintiff's Counsel.

6.4 Nothing in this ¶ 6 shall preclude any action to enforce the terms of this Settlement Agreement by Plaintiff, Settlement Class Members, Class Counsel, and/or Revance.

7. Plaintiff's Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiff

7.1 Revance has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Litigation, subject to Court approval, in an amount not to exceed \$145,000. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's Counsel.

7.2 Subject to Court approval, Revance has agreed not to object to a request for a service award in the amount of \$2,000 to each of the Class Representatives (for a total payment of \$4,000).

7.3 If awarded by the Court, Revance shall pay the attorneys' fees, costs, expenses, and service awards to Plaintiff, as set forth above in ¶¶ 7.1 and 7.2, within twenty-one (21) days after the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiff's Counsel and service awards to Plaintiff consistent with ¶¶ 7.1 and 7.2.

7.4 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. Class Counsel and Revance shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration issues. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by Revance shall be deemed a Valid Claim.

8.2 Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, 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 herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Claims Referee, Revance, Released Persons, Class Counsel, Plaintiff, Plaintiff's Counsel, and/or Revance's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Claims Referee, Class Counsel, and counsel for Revance.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) Revance has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for Revance mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Revance's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Revance shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (iii) agree to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action related to the Data Incident that may be brought against them or any of them in order to support a defense or counterclaim based

on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The Settlement Agreement contains the entire understanding between Revance and Plaintiff regarding the payment of the *Revance* Action and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Revance and Plaintiff in connection with the payment of the *Revance* Action. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between Revance and Plaintiff. Any agreements reached between Revance, Plaintiff, and any third party, are expressly excluded from this provision.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used herein, "she" means "she, he, or it;" "hers" means "hers, his, or its," and "her" means "her, him, or it."

10.12 All dollar amounts are in United States dollars (USD).

10.13 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance by the Claims Administrator.

10.14 If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Revance shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

AGREED TO BY:

**STRANCH, JENNINGS & GARVEY,
PLLC**

By: /s/ J. Gerard Stranch, IV
J. Gerard Stranch, IV (No. 23045)
Andrew E. Mize (*Pro Hac Vice* forthcoming)
Address: 223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203
Telephone: 615.254.8801
Facsimile: 615.255.5419
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TURKE & STRAUSS LLP

Samuel J. Strauss
Raina Borrelli
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Facsimile: 608.509.4423
E-mail: sam@turkestrauss.com
E-mail: raina@turkestrauss.com

*Counsel for Plaintiff Karen Lytle
and the Putative Class*

BAKER & HOSTETLER, LLP

By: /s/ Casie Collignon
Casie Collignon (*Pro Hac Vice*)
Address: 1801 California St., Suite 4400
Denver, CO 80202-2662
Telephone: 303.861.0600
Facsimile: 303.861.7805
E-mail: ccollignon@bakerlaw.com

BASS, BERRY & SIMS PLC

Kathryn H. Walker (#020794)
Taylor M. Sample (#034430)
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Telephone: 615.742.6200
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kwalker@bassberry.com
taylor.sample@bassberry.com

*Counsel for Defendant
Revance Therapeutics, Inc.*

EXHIBIT A

A proposed Settlement has been reached in a class action lawsuit known as *Karen Lytle v. Revance Therapeutics Inc.*, Case No. 23C1897 (“Lawsuit”), filed in the Circuit Court for Davidson County, State of Tennessee, Twentieth Judicial District.

What is this about? This Lawsuit arises out of unauthorized access to Revance’s systems and certain files containing sensitive and/or personal information about Revance’s employees and customers including, but not limited to, names, addresses, dates of birth, Social Security numbers, driver’s license numbers, bank account numbers, treatment information and/or health insurance information (including health plan information) (collectively “Private Information”), and which was discovered by Revance on or about April 27, 2023.

Who is a Settlement Class Member? You are a Settlement Class Member if you were mailed written notification by Revance Therapeutics, Inc. (“Revance”) that your Private Information was potentially compromised as a result of the Data Incident discovered by Revance in April 2023.

What are the benefits? The Settlement provides the following benefits:

- **Documented Out-of-pocket Expense Reimbursement:** Up to \$1,000 for documented out-of-pocket expenses.
- **Lost Time Reimbursement:** Reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (\$25 per hour).
- **Documented Extraordinary Loss Reimbursement:** Reimbursement for extraordinary losses, not to exceed \$2,500 per Settlement Class Member for documented monetary losses.
- **Credit Monitoring:** Settlement Class Members who previously enrolled in the product previously offered by Revance shall have the term automatically extended by one year, and those who did not previously enroll shall have the ability to make a claim for two years of credit monitoring under the same service previously offered by Revance.
- **Information Security Improvements:** Revance will also provide various security enhancements.

You must file a claim by [INSERT DATE] by mail or online at www.RevanceSettlement.com to receive benefits from the Settlement.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a claim to get any money.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money from the Settlement. You must exclude yourself by [INSERT].
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [INSERT]. Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website below. The Court will hold the Final Fairness Hearing at [INSERT] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Attorneys’ Fees, Costs, and Expenses in the total amount of \$145,000 and request a Class Representative service award of \$2,000, and to consider whether and if it should be approved. You may attend the hearing, but you don’t have to. This is only a summary. For additional information, including a copy of the Settlement Agreement, Class Counsel’s Application for Attorneys’ Fees and Expenses, and other documents, visit www.RevanceSettlement.com or call 1-877-595-0187.

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Revance Therapeutics, Inc. (“Revance”) Notified You of a Data Incident, You May be Eligible For Benefits From a Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.

- A proposed Settlement has been reached in a class action lawsuit known as *Karen Lytle v. Revance Therapeutics Inc.*, Case No. 23C1897 (“Lawsuit”), filed in the Circuit Court for Davidson County, State of Tennessee, Twentieth Judicial District.
- This Lawsuit arises out of unauthorized access to Revance’s systems and certain files containing sensitive and/or personal information about Revance’s employees and customers, including, but not limited to, names, addresses, dates of birth, Social Security numbers, driver’s license numbers, bank account numbers, treatment information and/or health insurance information (including health plan information) (collectively “Private Information”) and which was discovered by Revance on or about April 27, 2023 (the “Data Incident”). Revance disagrees with Plaintiff’s claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) up to \$1,000 for documented out-of-pocket expenses, (2) reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (\$25 per hour), and (3) reimbursement for extraordinary losses up to \$2,500 for documented expenses. Revance also agrees to provide security related improvements.
- Settlement Class Members are also eligible to receive one year of credit monitoring, with an additional \$1 million in insurance for any eligible damages. Revance will pay for the credit monitoring services separate and apart from other settlement benefits.
- You are included in this Settlement as a Settlement Class Member if you were mailed written notification that indicated your Private Information was potentially compromised as a result of the Data Incident discovered by Revance Therapeutics, Inc. in April 2023.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

<p>Submit a Claim and/or Receive Credit Monitoring</p>	<p>You must submit a Valid Claim to get money from this Settlement.</p> <p>Claim Forms must be submitted online by [INSERT] or, if mailed, postmarked no later than [INSERT].</p> <p>You do not have to submit a claim to get Credit Monitoring.</p> <p>Revance will pay for the credit monitoring services separate and apart from other settlement benefits.</p>
<p>Do Nothing</p>	<p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any money.</p>
<p>Exclude Yourself</p>	<p>Get out of the Settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement.</p> <p>Your request to exclude yourself must be postmarked no later than [INSERT].</p>
<p>File an Objection</p>	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than [INSERT].</p>
<p>Go to a Hearing</p>	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Fairness Hearing is scheduled for [INSERT].</p>

Basic Information..... Pages 3-4

- 1. How do I know if I am affected by the lawsuit and Settlement?
- 2. What is this case about?
- 3. Why is there a Settlement?
- 4. Why is this a class action?
- 5. How do I know if I am included in the Settlement?

The Settlement Benefits..... Pages 4-5

- 6. What does this Settlement provide?
- 7. How to submit a Claim?
- 8. What am I giving up as part of the Settlement?
- 9. Will the Class Representative receive compensation?

Exclude Yourself..... Page 6

- 10. How do I exclude myself from the Settlement?
- 11. If I do not exclude myself, can I sue later?
- 12. What happens if I do nothing at all?

The Lawyers Representing You Page 6

- 13. Do I have a lawyer in the case?
- 14. How will the lawyers be paid?

Objecting to the Settlement..... Page 7

- 15. How do I tell the Court that I do not like the Settlement?
- 16. What is the difference between objecting and asking to be excluded?

The Final Fairness Hearing..... Page 8

- 17. When and where will the Court decide whether to approve the Settlement?
- 18. Do I have to come to the hearing?
- 19. May I speak at the hearing?

Do Nothing..... Page 8

- 20. What happens if I do nothing?

Get More Information Page 8

- 21. How do I get more information about the Settlement?

BASIC INFORMATION**1. How do I know if I am affected by the Lawsuit and Settlement?**

You are a Settlement Class Member if you were mailed written notification by Revance Therapeutics, Inc. (“Revance”) that your Private Information was potentially compromised as a result of the Data Incident discovered by Revance in April 2023.

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. This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Karen Lytle v. Revance Therapeutics Inc.*, Case No. 23C1897, filed in the Circuit Court for Davidson County, State of Tennessee, Twentieth Judicial District. The person who sued is called the “Plaintiff” and the company they sued, Revance, is known as the “Defendant” in this case. Revance will be called “Defendant” in this Notice.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Incident.

This Lawsuit arises out of unauthorized access to Revance’s systems and certain files containing sensitive and/or personal information about Revance’s employees and customers including, but not limited to, names, addresses, dates of birth, Social Security numbers, driver’s license numbers, bank account numbers, treatment information and/or health insurance information (including health plan information) (collectively “Private Information”), and which was discovered by Revance on or about April 27, 2023 (the “Data Incident”). After learning of the Data Incident, notification was mailed to persons whose Private Information may have been impacted by the Data Incident. Subsequently, this lawsuit was filed asserting claims against Revance relating to the Data Incident. Revance denies Plaintiff’s claims and denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.RevanceSettlement.com.

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you were mailed written notification by Revance that your Private Information was potentially compromised as a result of the Data Incident discovered by Revance in April 2023. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.RevanceSettlement.com, call toll free 1-877-595-0187, or write to Revance Settlement Administrator, c/o JND Legal Administration, PO Box 91308, Seattle, Washington 98111.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

Documented Out of Pocket Expense Reimbursement (Ordinary Losses): All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for the following documented out-of-pocket expenses, not to exceed \$1,000 per Settlement Class Member, that were incurred as a result of the Data Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) fees for credit reports, credit monitoring, or other identity theft insurance products purchased by Settlement Class Members between March 15, 2023 and the Claims Deadline. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a valid and timely claim, including necessary supporting documentation, to the Claims Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$25 per hour), but only if at least one (1) full hour was spent. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member (i) attests that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) provides a written description of how the claimed lost time was spent related to the Data Incident. Claims made for lost time can be combined with reimbursement for out-of-pocket expenses and are subject to the same \$1,000 cap for all Settlement Class Members.

Documented Extraordinary Loss Reimbursement: Settlement Class Members are also eligible to receive reimbursement for extraordinary losses, not to exceed \$2,500 per Settlement Class Member for documented monetary loss that: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between March 15, 2023 and the Claims Deadline; and (iv) is not already covered by any of the above-referenced documented out-of-pocket expenses or lost time reimbursement categories. Settlement Class Members must also provide documentation that he or she 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.

Credit Monitoring: Settlement Class Members are also eligible to receive one year of credit monitoring, with an additional \$1 million in insurance for any eligible damages. Revance will pay for the credit monitoring services separate and apart from other settlement benefits.

Information Security Improvements: Revance will implement or maintain various data security improvements. Any costs associated with these security improvements will be paid by Revance separate and apart from other settlement benefits.

7. How to submit a claim?

All claims will be reviewed by the Claims Administrator and/or a claims referee. You must file a Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online by [INSERT] or postmarked no later than [INSERT]. You can download a Claim Form at www.RevanceSettlement.com or you can call the Claims Administrator at 1-877-595-0187.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Revance and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at www.RevanceSettlement.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Class Representatives receive compensation?

Yes. The Class Representatives will receive a service award of up to \$2,000, to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF**10. How do I exclude myself from the Settlement?**

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than [INSERT] to:

Revance Settlement Administrator
c/o JND Legal Administration
PO Box 91308
Seattle, WA 98111

Instructions on how to submit a request for exclusion are available at www.RevanceSettlement.com or from the Claims Administrator by calling 1-877-595-0187.

If you exclude yourself, you will not be able to receive any cash benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU**13. Do I have a lawyer in the case?**

Yes. The Court has appointed J. Gerard Stranch of Stranch, Jennings & Garvey PLLC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and litigation expenses in an amount not to exceed \$145,000. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, www.RevanceSettlement.com, before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT**15. How do I tell the Court that I do not like the Settlement?**

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

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 Incident);
- (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 whether the objector and/or his or her counsel will appear at the Final Fairness Hearing;
- (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); and
- (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Your Objection must include the case name and docket number, *Karen Lytle v. Revance Therapeutics, Inc.*, Case No. 23C1897 (“the Revance Action”), and be submitted to the Clerk of the Court by First-Class mail, received no later than [INSERT DATE], to:

[INSERT COURT CLERK INFORMATION]

In addition, you must mail a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than **[INSERT DATE]**:

CLASS COUNSEL	DEFENSE COUNSEL
<p>J. Gerard Stranch, IV Stranch, Jennings & Garvey PLLC 223 Rosa L. Parks Avenue Suite 200 Nashville, TN 37203</p>	<p>Casie D. Collignon Baker & Hostetler, LLP 1801 California St. Suite 4400 Denver, CO 80202</p>

If you do not submit your objection with all requirements, or if your objection is not received by **[INSERT DATE]**, you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Fairness Hearing at **[INSERT DATE, TIME, LOCATION]**. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.RevanceSettlement.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit www.RevanceSettlement.com or call 1-877-595-0187. You may also contact the Claims Administrator at Revance Settlement Administrator, c/o JND Legal Administration, PO Box 91308, Seattle, Washington 98111.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S COUNSEL.**

CLAIM FORM

This lawsuit arises out of unauthorized access to Revance Therapeutics, Inc. (“Revance”)’s systems and certain files containing sensitive and/or personal information about Revance’s employees and customers including, but not limited to, names, addresses, dates of birth, Social Security numbers, driver’s license numbers, bank account numbers, treatment information and/or health insurance information (including health plan information) (collectively “Private Information”) and which was discovered by Revance on or about April 27, 2023 (the “Data Incident”). Revance disagrees with Plaintiff’s claims in the lawsuit and denies any wrongdoing.

This Claim Form should be filled out online or submitted by mail if you had documented out-of-pocket expenses, fraudulent charges, lost time spent dealing with the Data Incident, or documented, unreimbursed extraordinary monetary losses as a result of the Data Incident. Checks will be mailed, or electronic payments will be made, to eligible Settlement Class Members if the Settlement is approved by the Court.

The Settlement Notice describes your legal rights and options. Please visit the official settlement administration website, www.RevanceSettlement.com, or call 1-877-595-0187 for more information.

Claim submission options:

- File a claim online at www.RevanceSettlement.com. Your form must be submitted by [INSERT DATE & TIME].
- Print this form, complete the form in its entirety, and mail to the Claims Administrator at the address listed below. Your Claim Form must be postmarked by [INSERT DATE].
- You can contact the Claims Administrator to request a Claim Form be mailed to you. You must complete the Claim Form in its entirety and then mail the completed Claim Form so that it is postmarked by [INSERT DATE].

YOU MUST INCLUDE YOUR CLASS MEMBER ID in Section 1 below. You can locate your Class Member ID at the top of the postcard Notice that was sent to you.

1. CLASS MEMBER INFORMATION.

Class Member ID: _____

Name (REQUIRED): _____
First Name Last Name

Number and Street Address (REQUIRED)

City (REQUIRED) State (REQUIRED) Zip Code (REQUIRED)

Telephone Number (REQUIRED): (_____) _____ - _____

Email Address (optional): _____ @ _____ . _____

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the Notice and sections 2.1 through 2.2 of the Settlement Agreement (available at www.RevanceSettlement.com) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a Settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of documented out-of-pocket expenses, fraudulent charges, or lost time that you incurred between March 15, 2023, and the Claims Deadline as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in **bold type** (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

Documented Ordinary Expense Reimbursement Resulting from the Data Incident: (not to exceed \$1,000 per Settlement Class Member)

Unreimbursed fees or other charges from your bank due to fraudulent activity.

Examples - Overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

Total amount claimed for this category \$ _____

I have attached a copy of a bank or credit card statement or other proof of the fees or charges.

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

Date reported _____

Description of the person(s) and/or companies to whom you reported the fraud:

Other incidental telephone, internet, postage, or gasoline (for local travel only) expenses directly related to the Data Incident.

Examples - Long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used)

Total amount claimed for this category \$ _____

I have attached a copy of the bill from my telephone or mobile phone company or internet service provider, postage provider, or gasoline provider that shows the charges, receipts, or other proof or purchase of the fees or charges.

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

Credit reports, identity theft insurance, or credit monitoring charges.

Examples - The cost of a credit report, identity theft insurance, or credit monitoring services that you purchased between March 15, 2023, and the Claims Deadline.

Total amount claimed for this category \$ _____

I have attached a copy of a receipt or other proof of purchase for each credit report or product purchased.

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

Between one (1) and three (3) hours of time spent dealing with the Data Incident (which will be calculated and paid at a rate of \$25 per hour). You must attest that any claimed lost time was spent responding to issues raised by the Data Incident and provide a written description of how the claimed lost time was spent related to the Data Incident.

Examples – You spent at least one (1) full hour calling customer service lines, writing letters or emails, or on the Internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total.

Total number of hours claimed _____

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident.

Check all activities, below, which apply. If no box applies, you must provide a written description in the “other” category.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
- Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- Time on the internet verifying fraudulent transactions.
- Time on the internet updating automatic payment programs due to new card issuance.
- Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- Other. Provide description(s) here:

Documented Extraordinary Loss Reimbursement. If you wish to receive reimbursement of actual, documented, and unreimbursed losses (up to \$2,500) that were more likely than not caused by the Data Incident, occurred between March 15, 2023 and the Claims Deadline, and not already covered by one or more of the other categories of Settlement benefits, describe the unreimbursed losses claimed (including the amount of each loss), sign the attestation at the end of this Claim Form, and attach supporting documentation (if you provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). By signing the attestation below, you are affirming that to the best of your knowledge and belief the claimed loses were more likely than not caused by the Data Incident.

Describe all actual, documented, and unreimbursed losses (including the amount of each loss and the total amount claimed) that were more likely than not caused by the Data Incident.

Description of Loss	Amount
TOTAL Amount Being Claimed:	

- I have attached documentation showing that the claimed losses were more likely than not caused by the Data Incident.*
- Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.**

Credit Monitoring

Settlement Class Members are also eligible to receive one year of credit monitoring, with an additional \$1 million in insurance for any eligible damages. Revance will pay for the credit monitoring services separate and apart from other settlement benefits.

If you did not previously enroll in the credit monitoring services offered by Revance, do you wish to sign up now?

- Yes, I want to sign up to receive free Credit Monitoring, and my email address is as follows:

Email Address: _____

If you select "YES" for this option, you will need to follow instructions and use an activation code that you receive after the Settlement is final. Credit Monitoring Protections will not begin until you use your activation code to enroll. Activation instructions will be provided to your email address. If you do not have an email address, your activation code and instructions will be sent to your home address listed on this Claim Form.

3. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury and the laws of the United States and my state of residence that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator or Claims Referee before my claim will be considered complete and valid.

_____ / ____ / _____
Signature *Print Name* *Month/Day/Year (mm/dd/yyyy)*

4. MAIL YOUR CLAIM FORM.

This Claim Form and all supporting documentation must be either submitted online at www.RevanceSettlement.com or postmarked by **[INSERT DATE]** and mailed to:

Revance Settlement Administrator
c/o JND Legal Administration
PO Box 91308
Seattle, WA 98111