

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

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

**DECLARATION OF J. GERARD STRANCH, IV IN SUPPORT OF PLAINTIFF’S
MOTION FOR ATTORNEYS’ FEES, EXPENSES, AND CLASS REPRESENTATIVES’
SERVICE AWARDS**

I, J. Gerard Stranch, IV, declare as follows:

1. I am the Managing Partner of Stranch, Jennings & Garvey, PLLC (“Stranch Firm” or “SJG”), formerly known as Branstetter, Stranch & Jennings, PLLC. I am an active member in good standing of the State Bar of Tennessee and submit this Declaration in Support of Plaintiff’s Motion for Attorneys’ Fees and Expenses and Class Representatives’ Service Awards. I have personal knowledge of the facts set forth herein based on my active supervision of, and participation in, the prosecution and settlement of the claims asserted in this action and, if called upon, could and would testify thereto.
2. I have been involved in this matter since before the complaint was filed. Before taking this case on a contingency fee basis, I have thoroughly investigated the bases for the claims presented, including through case law and statutory research, investigations with potential named plaintiffs, strategic discussions with my team and co-counsel, and

- reviews of all facts available regarding the Data Breach, including Defendant's notifications, statements, and news articles in the media.
3. The information gleaned from our investigation allowed my team and I, along with co-counsel, to assess the strengths and weaknesses of this action, to analyze potential damages models, and informed our decision to negotiate with opposing counsel for an early resolution of this matter in the belief that such an early resolution would serve the class more than prolonged and risky litigation.
 4. Class Counsel, including myself and my firm, possess significant experience in consumer class action litigation, including numerous data breach matters across the country. Recent data breach settlements from this year include *Molinari v. Welfare & Pension Admin. Servs., Inc.*, No. 22-2-04023-8 SEA (Super. Ct. King Cty., Washington); *In re Goodman Campbell Brain & Spine Data Inc. Litig.*, No. 49D01-2207-PL-024807 (Super. Ct. Marion Cty., Indiana); *Castaneda v. Ardagh Glass, Inc.*, No. 1:23-cv-02214 (S.D. Ind.); *Covington v. Gifted Nurses, LLC*, No. 1:22-cv-04000 (N.D. Ga.); *In re CorrectCare Data Breach Litig.*, No. 5:22-cv-319 (E.D. Ky.); *Weigand v. Group 1001 Ins. Holding, LLC*, No. 1:23-cv-01452 (S.D. Ind.); *Arend v. Newcourse Comms.*, No. 23C303 (Cir. Ct. Davidson Cty., Tennessee); *Cain v. CGM, LLC*, No. 1:23-cv-02604 (N.D. Ga.); *Grissett v. Tallahassee Mem. Healthcare*, No. 2023 CA 001430 (Dist. Ct. Leon Cty., Florida). For more detail see the Stranch, Jennings & Garvey, PLLC Data Breach resume, attached hereto as Exhibit A.
 5. After deduplication, the Settlement Administrator sent notice to 2,636 Class Members. To date, no Class Members has objected and only one has requested to be excluded.
 6. Notwithstanding that Class Counsel remains convinced that the Class would prevail at

- trial, Class Counsel believes the Settlement is the best interest of the Class because it provides significant relief without having to wait years for the litigation to unfold, including through a likely appellate process.
7. Because the harm done to Plaintiffs and the Class is in the form of identity and credit theft or fraud, especially the increased risk of such theft and fraud that Plaintiffs and the Class now face, Class Counsel negotiated a Settlement that allows Plaintiffs and the Class access to identity theft protection services now, without waiting years for the litigation to conclude. Thus, Plaintiffs and each Class Member will be eligible to sign up for credit monitoring and identity theft protection services for one year with at least \$1,000,000 in fraud protection insurance from all three credit bureaus. Settlement Agreement, § 2.3.
 8. Though often more expensive, the minimum Class Members could expect to pay for credit monitoring services is \$8.95 per month, or \$107.4 per year. Because these credit monitoring and identity theft protection services are available to all 2,636 class members, the total value made available to class is not less than \$283,106.40. Kiah Treece & Natalie Campisi, *Best Credit Monitoring Services of June 2024*, FORBES (June 1, 2024, 3:57 AM), <https://www.forbes.com/advisor/credit-score/best-credit-monitoring-services> (surveying options and prices).
 9. Class Representatives have conferred with Class Counsel, meaningfully participated in the investigation of claims, and were always available necessary to assist Class Counsel in prosecuting this action on behalf of the Class. Moreover, they have been willing to put their names in the public domain notwithstanding the potential social impact of participating in data breach and class action litigation.

10. Given the exposure and efforts, Class Counsel negotiated a Service Award of \$2,000 for each Class Representative, totaling \$4,000, which is reasonable considering Class Counsel's experience in negotiating similar Settlement Agreements and the amount typically awarded in similar cases.
11. Though the final bill has not been made available, the current Settlement Administration fees are not less than \$46,137.
12. After negotiation of the Settlement benefits, Defendant agreed not to challenge Class Counsel's fee request up to \$145,000, inclusive of attorneys' fees and expenses.
13. The Settlement Agreement also provides Class Members with the ability to claim reimbursement for any documented out-of-pocket expenses up to \$1,000 each. Class Members can also claim reimbursement for any time spent mitigating the harm associated with Defendant's Data Breach for up to three hours at twenty-five dollars per hour.
14. In addition to the monetary Settlement benefits, Defendant has agreed to undertake certain business practice changes that will benefit the Class by helping to ensure their data is more secure from future cyberattacks. The costs for these cybersecurity enhancements were paid separate from the other class benefits.
15. Class Counsel and Defendant's counsel are all experienced litigators and all negotiations in this matter were hard fought and at arms'-length. There no was collusion among counsel or the Parties in this matter and no evidence to the contrary has been, or could be, presented.
16. Class Counsel have also incurred some filing fees and other costs but has not charged those back to Plaintiffs. Reimbursement for these fees is included in the \$145,000 total.

17. Class Counsel has spent considerable time and effort on this matter that would otherwise have been dedicated to other fee-generating matters.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed this 15th day of July 2024, in Nashville, Tennessee.

/s/ J. Gerard Stranch, IV
J. Gerard Stranch, IV (BPR 23045)