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KING COUNTY  
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CASE #: 26-2-07054-7 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING

BREANNA POST, on her own behalf and on  
behalf of others similarly situated,

Plaintiff,

v.

NYSONIAN, INC., and  
NYSONIANSOLUTIONS, INC., D/B/A  
NOBL TRAVEL,

Defendants.

Case No.: \_\_\_\_\_

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Breanna Post, on her own behalf and on behalf of others similarly situated, on information and belief except to her own experiences and matters of public record, complains of Defendants Nysonian, Inc., and Nysoniansolutions, Inc., doing business as Nobl Travel (“Nobl”), as follows:

**I. INTRODUCTION**

1. In 1998, to protect Washington consumers from the annoyance and harassment caused by the burgeoning spam email industry, the Washington State Legislature enacted the Commercial Electronic Mail Act (CEMA), codified at chapter 190 of title 19 of the Revised Code of Washington (RCW).

2. Among other things, CEMA prohibits transmitting a commercial email to a

1 Washington resident’s email address that “[c]ontains false or misleading information in the subject  
2 line.” RCW 19.190.020(1)(b).

3 3. Nobl does just what CEMA prohibits.

4 4. Nobl, a luggage and travel accessory retailer, bombards Washington consumers,  
5 including Plaintiff, with commercial emails whose subject lines employ various tactics to create a  
6 false sense of urgency in consumers’ minds—and ultimately, from consumers’ wallets.

7 5. This false urgency wastes consumers’ time by enticing them to engage with Nobl  
8 marketing for fear of missing out and chokes consumers’ email inboxes with repeated false  
9 notifications that the time to act—*i.e., purchase*—is short.

10 6. And through this deceptive time-sensitivity, Nobl falsely narrows the field—  
11 steering consumers away from shopping for better deals—to its own products that must be  
12 purchased *now*.

13 7. Plaintiff challenges Nobl’s harassment of Washington consumers with deceptive  
14 marketing as violations of the Commercial Electronic Mail Act (CEMA), RCW 19.190, and the  
15 Consumer Protection Act (CPA), RCW 19.86, seeking damages and injunctive relief against future  
16 violations.

17 **II. JURISDICTION AND VENUE**

18 8. The Court has jurisdiction of this case under RCW 2.08.010.

19 9. Venue is proper in King County under RCW 4.12.020(3) because Plaintiff’s cause  
20 of action, or some part thereof, arose in King County.

21 **III. PARTIES**

22 10. Plaintiff Breanna Post is a resident of King County, Washington.

23 11. Defendant Nysonian, Inc., is a corporation incorporated in Canada with its principal  
24

1 place of business at 2967 Dundas St. W., # 272d, Toronto, ON M6P 1Z2.

2 12. Defendant Nysoniansolutions, Inc., is a corporation incorporated in Nevada with  
3 its principal place of business at 732 S. 6th St., Ste. R, Las Vegas, NV, 89101.

4 13. Both Defendants are engaged in sending the emails at issue in this action.

5 14. Defendant Nysonian, Inc., owns and manages the “Nobl Travel” trademark and  
6 brand.

7 15. A number of Nobl’s marketing emails purport to be sent from Nobl’s offices at 6255  
8 N. Hollywood Blvd., Ste. 150, Las Vegas, NV 89116, which is also the address on file with the  
9 Nevada Secretary of State for the secretary of Defendant Nysoniansolutions, Inc.

10 **IV. FACTUAL ALLEGATIONS**

11 **A. CEMA protects Washington consumers from deceptive spam emails.**

12 16. The Supreme Court of Washington has made clear: “[A]ll Internet users ... bear the  
13 cost of deceptive spam.” *State v. Heckel*, 143 Wn. 2d 824, 835 (2001) (en banc).

14 17. In 1998, the Legislature found that the “volume of commercial electronic mail” was  
15 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,  
16 § 1.

17 18. In the nearly three decades since, the problems caused by unsolicited commercial  
18 email, *i.e.* spam email, have grown exponentially.

19 19. And the problems are not limited to email content. Subject lines of emails are  
20 framed to attract consumers’ attention away from the spam barrage to a message that entices  
21 consumers to click and, ultimately, *purchase*.

22 20. In 2003, the United States Congress found that “[m]any senders of unsolicited  
23 commercial electronic mail purposefully include misleading information in the messages’ subject  
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1 lines in order to induce the recipients to view the messages.” 15 U.S.C. § 7701(a)(8).

2 21. In 2012, one study estimated that Americans bear “costs of almost \$20 billion  
3 annually” due to unsolicited commercial email. Justin M. Rao & David H. Reiley, *The Economics*  
4 *of Spam*, 26 J. of Econ. Perspectives 87, 88 (2012).

5 22. Even when bulk commercial email marketers are operating under color of consumer  
6 consent, the reality is that “[m]ost privacy consent”—especially under the “notice-and-choice”  
7 approach predominant in the United States—“is a fiction.” Daniel J. Solove, *Murky Consent: An*  
8 *Approach to the Fictions of Consent in Privacy Law*, 104 Boston Univ. L. Rev. 593, 596 (2024).

9 23. Consumers therefore routinely “consent” to receive flurries of commercial emails  
10 which they did not meaningfully request and in which they have no genuine interest.

11 24. This includes emails sent to consumers from businesses with which they have no  
12 prior relationship—by virtue of commercial data brokers and commercial data sharing agreements.

13 25. Simply conducting the routine affairs of daily life often exposes consumers to  
14 unanticipated and unwanted volumes of commercial email. “Nowadays, you need an email address  
15 for everything from opening a bank account to getting your dog’s nails trimmed, and ... [o]nce  
16 you hand over your email address, companies often use it as an all-access pass to your inbox:  
17 Think of shopping websites that send account updates, deals, ‘we miss you’ messages, and holiday  
18 promotions throughout the year. It’s too much.” Kaitlyn Wells, *Email Unsubscribe Services Don’t*  
19 *Really Work*, N.Y. Times Wirecutter (Aug. 19, 2024), <https://perma.cc/U8S6-R8RU/>.

20 26. The Legislature presciently intended CEMA to “provide some immediate relief”  
21 for these problems by prohibiting among other things commercial emails that “contain untrue or  
22 misleading information in the subject line.” Laws of 1998, ch. 149, § 1.

23 27. CEMA thereby protects Washington consumers against the “harms resulting from  
24

1 deceptive commercial e-mails,” which “resemble the type of harms remedied by nuisance or fraud  
2 actions.” *Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1008 (W.D. Wash. 2019).

3 28. CEMA’s “truthfulness requirements” increase the costs of sending deceptive  
4 commercial emails and thereby reduce their volume. *Heckel*, 143 Wn. 2d at 836.

5 29. CEMA’s “truthfulness requirements” thereby advance the statute’s aim of  
6 protecting consumers “from the problems associated with commercial bulk e-mail” while  
7 facilitating commerce “by eliminating fraud and deception.” *Id.*

8 30. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,  
9 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that  
10 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*  
11 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.  
12 2025).

13 31. CEMA’s protections do not depend on whether any email was (really or fictively)  
14 solicited by consumers, nor on whether consumers relied on any false or misleading statement  
15 contained in its subject line. *See Harbers*, 415 F. Supp. 3d at 1011.

16 32. The statute’s only concern is to suppress false or misleading information in the  
17 subject line of commercial emails. *See Brown*, 567 P.3d at 44–45.

18 **B. The subject lines of Nobl marketing emails make false time scarcity claims.**

19 33. One common way online marketers “manipulate consumer choice by inducing false  
20 beliefs” is to create a false sense of urgency or to falsely claim that consumers’ time to act is scarce.  
21 Fed. Trade Comm’n, *Bringing Dark Patterns to Light 4* (2022), <https://perma.cc/847M-EY69/>; *see*  
22 *also* U.K. Competition & Mkts. Auth., *Online Choice Architecture—How Digital Design Can*  
23 *Harm Competition and Consumers 26* (2022), <https://perma.cc/V848-7TVV/>.

1           34.     The FTC has identified the “False Limited Time Message” as one example of false  
2 time scarcity claims, in which the marketer creates “pressure to buy immediately by saying the  
3 offer is good only for a limited time or that the deal ends soon—but without a deadline or with a  
4 meaningless deadline that just resets when reached.” *Bringing Dark Patters to Light, supra*  
5 para. 26, at 22.

6           35.     “False or misleading scarcity claims can change the behaviour of consumers.”  
7 *Online Choice Architecture, supra* para. 31, at 27.

8           36.     Representations about the timing and duration of sales, discounts, and other special  
9 offers are fundamentally representations about prices, and such representations matter to ordinary  
10 consumers. *See, e.g., Huiliang Zhao et al., Impact of Pricing and Product Information on*  
11 *Consumer Buying Behavior with Consumer Satisfaction in a Mediating Role*, 12 *Frontiers in*  
12 *Psychology*                 720151                 (2021),                 *available*                 *at*  
13 <https://pmc.ncbi.nlm.nih.gov/articles/PMC8710754/pdf/fpsyg-12-720151.pdf/>.

14           37.     False scarcity claims are psychologically effective. As “considerable evidence”  
15 suggests, “consumers react to scarcity and divert their attention to information where they might  
16 miss opportunities.” *Online Choice Architecture, supra* para. 26, at 26.

17           38.     Invoking this time pressure achieves a seller’s aim to narrow the field of  
18 competitive products and deals, by “induc[ing] consumers to rely on heuristics (mental shortcuts),  
19 like limiting focus to a restricted set of attributes or deciding based on habit.” *Id.*

20           39.     Under time pressure, “consumers might take up an offer to minimise the uncertainty  
21 of passing it up.” *Id.*

22           40.     False time scarcity claims thus *harm consumers* by manipulatively distorting their  
23 decision-making to *their detriment—and the seller’s benefit*.

1 41. Indeed, one 2019 study found that “customers who took timed deals rather than  
2 waiting to see wider options ended up worse off than those who waited.” *Id.* at 27.

3 42. False time scarcity claims also harm market competition. Consumers learn to ignore  
4 scarcity claims, “meaning that when a product [or offer] is truly scarce, the seller will not be able  
5 to credibly communicate this information.” *Id.*

6 43. These false time scarcity claims are a staple of Nobl’s email scheme to corral  
7 consumers to purchase its products, as the following examples demonstrate:

8 44. On December 1, 2025, Nobl sent a mass email to consumers with the subject line,  
9 “LAST CHANCE CYBER MONDAY”. Nobl’s 2025 “Cyber Monday” promotion offered up to  
10 62% plus \$25 off.

11 45. The subject line of the December 1, 2025, email was false or misleading. December  
12 1 was not the “last chance” for anything. To the contrary, Nobl always intended to, and in fact did,  
13 continue to offer its Cyber Monday promotion beyond December 1.

14 46. On December 2, Nobl sent a mass email to consumers with the subject line, “Cyber  
15 Monday Extended 🎁 62% off at NOBL”.

16 47. Nobl did not, in the early morning hours of December 2, reach the decision to  
17 “extend” the Cyber Monday promotion beyond December 1. The false “LAST CHANCE” and  
18 “Extended 🎁” messaging was part of one unified advertising campaign planned in advance.

19 48. Over and over again, Nobl’s email marketing repeats this pattern, falsely or  
20 misleadingly announcing the end of a promotion only to “extend” the promotion the very next day.  
21 As above, these “endings” and “extensions” are not genuine; they are components of unified  
22 advertising campaigns planned in advance.

23 49. On November 29, 2025, Nobl falsely or misleadingly announced, “62% OFF  
24

1 luggage... SALE ENDS TODAY”. But the very next day, the same promotion was renewed:  
2 “Airdrop your holiday gift early — 62% OFF”.

3 50. On November 28, 2025, Nobl falsely or misleadingly announced, “Final Black  
4 Friday Hours: 62% OFF + Extra Savings”. But the very next day: “A few Black Friday deals  
5 survived”.

6 51. In short, Nobl engages in an email marketing strategy whereby it creates a false  
7 sense of urgency, misrepresents when sales end, and then arbitrarily extends those sales to further  
8 pull in consumers with subject headings that are just not true.

9 52. In each case, by misleading consumers about the availability or duration of  
10 promotions, Nobl is falsely or misleadingly advertising its *prices*, perhaps the most material term  
11 of any consumer transaction.

12 53. These examples of Nobl’s commercial emails whose subject lines contain false or  
13 misleading statements are set forth in Exhibit A attached to this Complaint.

14 **C. Nobl knows when it sends emails to Washington residents.**

15 54. A sophisticated commercial enterprise, like Nobl, which is engaged in persistent  
16 marketing through mass email campaigns across the United States, has several ways of knowing  
17 where the recipients of its marketing emails are located. The means it employs are peculiarly with  
18 its knowledge.

19 55. First, the sheer volume of Nobl email marketing put it on notice that Washington  
20 residents would receive its emails. For the last four years, Nobl has been blasting out marketing  
21 emails at a rate of 200 to 300 per year.

22 56. Second, Nobl may obtain location information tied to email addresses when  
23 consumers make purchases from Nobl through digital platforms, including Nobl website, or  
24

1 otherwise self-report such information to Nobl.

2 57. Third, Nobl may obtain location information tied to email addresses by tracking the  
3 IP addresses of devices used to open Nobl emails, which in turn can be correlated to physical  
4 location (as illustrated, for example, by the website <https://whatismyipaddress.com/>).

5 58. Fourth, Nobl may obtain location information tied to email addresses through the  
6 use of sophisticated marketing and analytics platforms. Specifically, to manage its email marketing  
7 campaigns, Nobl appears to use Klaviyo to manage its email marketing campaigns. Klaviyo tells  
8 Nobl where the recipients of its marketing emails are located using IP geolocation and other data  
9 extracted from recipients' interactions with Nobl, which Klaviyo tracks in detail. *See*  
10 "Understanding when and how Klaviyo sets a profile's location," Klaviyo (July 7, 2025)  
11 (describing "how a profile's location and timezone information are set and updated"),  
12 <https://help.klaviyo.com/hc/en-us/articles/115005073907/>; "Understanding profiles in Klaviyo,"  
13 Klaviyo (Aug. 5, 2025) ("Each individual profile features an activity log to capture a timeline of  
14 their interactions with your business," including receiving emails, opening emails, and clicking  
15 links within emails.), <https://help.klaviyo.com/hc/en-us/articles/115005247088/>.

16 59. Fifth, Nobl may obtain location information tied to email addresses by purchasing  
17 consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax, which sell  
18 access to databases linking email addresses to physical locations, among other identifiers.

19 60. Sixth, Nobl may obtain location information tied to email addresses by using  
20 "identity resolution" services offered by companies such as LiveRamp, which can connect  
21 consumers' email addresses to their physical locations, among other identifiers.

22 61. Seventh, Nobl may obtain information that the recipients of its marketing emails  
23 are Washington residents because that information is available, upon request, from the registrant  
24

1 of the Internet domain names contained in the recipients' email addresses. *See*  
2 RCW 19.190.020(2).

3 62. It is thus highly probable that a seller of Nobl's size and sophistication employs not  
4 just one but several means of tying consumers' email addresses to their physical locations, at least  
5 at the state level.

6 **D. Nobl violated Plaintiff's right under CEMA to be free from deceptive**  
7 **commercial emails.**

8 63. Nobl has bombarded Plaintiff with commercial emails whose subject lines contain  
9 false or misleading statements in violation of her right to be free from such annoyance and  
10 harassment under CEMA.

11 64. Plaintiff received at least two of the emails discussed above, and likely most or all  
12 of them, though without saving them in her inbox.

13 65. Plaintiff received the December 1, 2025, email at 9:01 a.m. at a personal Gmail  
14 address.

15 66. Plaintiff received the September 22, 2025, email at 9:04 a.m. at a personal Gmail  
16 address.

17 67. These emails contained false or misleading subject lines, in violation of CEMA,  
18 that misrepresented the timing and availability of promotions, and therefore, fundamentally, Nobl's  
19 prices.

20 68. Put differently, these emails contained false or misleading statements of fact as to  
21 the "duration or availability of a promotion." *Brown*, 567 P.3d at 47.

22 **V. CLASS ACTION ALLEGATIONS**

23 69. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative  
24 class ("Class"):

1 All Washington residents holding an email address to which  
2 Defendants sent or caused to be sent any email listed in Exhibit A  
during the Class Period.

3 70. Excluded from this definition of the Class are Defendants' officers, directors, and  
4 employees; Defendants' parents, subsidiaries, affiliates, and any entity in which Defendants have  
5 a controlling interest; undersigned counsel for Plaintiff; and all judges and court staff to whom this  
6 action may be assigned, as well as their immediate family members.

7 71. The Class Period extends from the date four years before this Class Action  
8 Complaint is filed to the date a class certification order is entered in this action.

9 72. Plaintiff reserves the right to amend the Class definition as discovery reveals  
10 additional emails containing false or misleading information in the subject line that Defendants  
11 sent or caused to be sent during the Class Period to email addresses held by Washington residents.

12 73. The Class is so numerous that joinder of all members is impracticable because the  
13 Class is estimated to minimally contain thousands of members.

14 74. There are questions of law or fact common to the class, including without limitation  
15 whether Defendants sent commercial emails containing false or misleading information in the  
16 subject line; whether Defendants sent such emails to email addresses they knew or had to reason  
17 to know were held by Washington residents; whether Defendants' conduct violated CEMA;  
18 whether Defendants' violation of CEMA constituted a *per se* violation of the CPA; and whether  
19 Defendants should be enjoined from such conduct.

20 75. Plaintiff's claims are typical of the Class's because, among other reasons, Plaintiff  
21 and Class members share the same statutory rights under CEMA and the CPA, which Defendants  
22 violated in the same way by the uniform false or misleading marketing messages they sent to all  
23 putative members.

24 76. Plaintiff will fairly and adequately protect the Class's interests because, among  
25

1 other reasons, Plaintiff shares the Class’s interest in avoiding unlawful false or misleading  
2 marketing; have no interest adverse to the Class; and have retained competent counsel extensively  
3 experienced in consumer protection and class action litigation.

4 77. Defendants have acted on grounds generally applicable to the Class, in that, among  
5 other ways, they engaged in the uniform conduct of sending uniform commercial emails to Plaintiff  
6 and the Class, which violate CEMA and the CPA in the same way, and from which they may be  
7 enjoined as to Plaintiff and all Class members, thereby making appropriate final injunctive relief  
8 with respect to the Class as a whole.

9 78. The questions of law or fact common to the members of the Class predominate over  
10 any questions affecting only individual members, in that, among other ways, Defendants have  
11 violated their rights under the same laws by the same conduct, and the only matters for individual  
12 determination are the number of false or misleading emails received by each Class member and  
13 that Class member’s resulting damages.

14 79. A class action is superior to other available methods for the fair and efficient  
15 adjudication of the controversy because, among other reasons, the claims at issue may be too small  
16 to justify individual litigation and management of this action on as a class presents no special  
17 difficulties.

## 18 VI. CLAIMS TO RELIEF

### 19 First Claim to Relief

#### 20 **Violation of the Commercial Electronic Mail Act, RCW 19.190.020**

21 80. Plaintiff incorporates and realleges paragraphs 1–68 above.

22 81. CEMA provides that “[n]o person may initiate the transmission, conspire with  
23 another to initiate the transmission, or assist the transmission, of a commercial electronic mail  
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1 message ... to an electronic mail address that the sender knows, or has reason to know, is held by  
2 a Washington resident that ... [c]ontains false or misleading information in the subject line.”

3 RCW 19.190.020(1)(b).

4 82. Defendants are each a “person” within the meaning of CEMA. RCW  
5 19.190.010(11).

6 83. Defendants initiated the transmission, conspired to initiate the transmission, or  
7 assisted the transmission of “commercial electronic mail messages” within the meaning of CEMA.

8 RCW 19.190.010(2).

9 84. Defendants initiated the transmission, conspired to initiate the transmission, or  
10 assisted the transmission of such messages to electronic mail addresses that Defendants knew, or  
11 had reason to know, were held by Washington residents, including because Defendants knew that  
12 Plaintiff and putative members were Washington residents through “information is available, upon  
13 request, from the registrant of the internet domain name contained in the recipient’s electronic mail  
14 address.” RCW 19.190.020(b)(2).

15 85. Defendants initiated the transmission, conspired to initiate the transmission, or  
16 assisted the transmission of such messages that contained false or misleading information in the  
17 subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

18 86. For Defendants’ violation of CEMA, Plaintiff is entitled to all available relief,  
19 including an injunction against further violations.

20 **Second Claim to Relief**

21 **Violation of the Consumer Protection Act, RCW 19.86.020**

22 87. Plaintiff incorporates and realleges paragraphs 1–68 above.

23 88. The CPA provides that “[u]nfair methods of competition and unfair or deceptive  
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1 acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”  
2 RCW 19.86.020.

3 89. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

4 90. A violation of CEMA establishes all the elements necessary to bring a private action  
5 under the CPA. *Wright v. Lyft*, 189 Wn. 2d 718 (2017).

6 91. CEMA provides that “[n]o person may initiate the transmission, conspire with  
7 another to initiate the transmission, or assist the transmission, of a commercial electronic mail  
8 message ... to an electronic mail address that the sender knows, or has reason to know, is held by  
9 a Washington resident that ... [c]ontains false or misleading information in the subject line.”  
10 RCW 19.190.020(1)(b).

11 92. Defendants are each a “person” within the meaning of CEMA. RCW  
12 19.190.010(11).

13 93. Defendants initiated the transmission, conspired to initiate the transmission, or  
14 assisted the transition of “commercial electronic mail messages” within the meaning of CEMA.  
15 RCW 19.190.010(2).

16 94. Defendants initiated the transmission, conspired to initiate the transmission, or  
17 assisted the transmission of such messages to electronic mail addresses that Defendants knew, or  
18 had reason to know, were held by Washington residents.

19 95. Defendants initiated the transmission, conspired to initiate the transmission, or  
20 assisted the transmission of such messages that contained false or misleading information in the  
21 subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

22 96. For Defendants’ violation of the CPA, Plaintiff is entitled to an injunction against  
23 further violations; the greater of Plaintiff’s actual damages or liquidated damages of \$500 per  
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1 violation, trebled; and costs of suit, including reasonable attorneys' fees.

2 **VII. JURY DEMAND**

3 97. Plaintiff will demand a jury trial by separate document in accordance with Local  
4 Civil Rule 38(b).

5 **VIII. PRAYER FOR RELIEF**

6 Plaintiff asks that the Court:

7 A. Certify the proposed Class, appoint Plaintiff as Class representative, and appoint  
8 undersigned counsel as Class counsel;

9 B. Enter a judgment in Plaintiff's and the Class's favor permanently enjoining  
10 Defendants from the unlawful conduct alleged;

11 C. Enter a judgment in Plaintiff's and the Class's favor awarding actual or liquidated  
12 damages, trebled, according to proof;

13 D. Award Plaintiff costs of suit, including reasonable attorneys' fees; and

14 E. Order such further relief the Court finds appropriate.

15  
16 *[Counsel signatures to follow on next page.]*  
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1 Date: February 26, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

3 Samuel J. Strauss, WSBA No. #46971

4 Raina C. Borrelli\*

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***pro hac vice* forthcoming**