

**IN THE CIRCUIT COURT FOR
BALTIMORE CITY, MARYLAND**

ELEANOR COLMERS COWAN,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

WILLIAMS-SONOMA STORES, INC. d/b/a
POTTERY BARN KIDS,

Defendant.

Case No. C-24-CV-26-004310

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

I. INTRODUCTION

1. This is a putative class action under Maryland law brought to address deceptive and unlawful commercial emails sent to Maryland residents. Maryland's Commercial Electronic Mail statute prohibits a person from initiating or assisting in the transmission of commercial electronic mail sent to an email address the sender knows or should have known is held by a Maryland resident when the email contains false or misleading information in the subject line that has the capacity, tendency, or effect of deceiving the recipient. Md. Code Ann., Com. Law § 14-3002.

2. Defendant Williams-Sonoma Stores, Inc. does business as Pottery Barn Kids ("PBK" or "Defendant"). PBK sells children's furniture, bedding, backpacks, nursery products, toys, gifts, holiday products, and other home and children's products through its website, www.potterybarnkids.com, and related marketing channels.

3. PBK markets its products by sending promotional emails to Maryland residents. The subject lines in those emails often promote sales, discounts, free shipping, holiday offers, and seasonal promotions. Many of those subject lines are false or misleading because they represent that a sale is ending, expiring, available for only a specified period, in its final hours, or the recipient's last chance to act, when PBK then extends or continues the same or materially equivalent sale shortly thereafter.

4. Getting an advertised bargain is important to consumers. Consumers are more likely to engage with a retailer's marketing and make a purchase when the retailer advertises a discount or sale.

5. If a sale is advertised as ending soon, ending tonight, available for only a limited time, or in its final hours, consumers are even more likely to act immediately rather than wait, comparison shop, or ignore the email.

6. There is nothing wrong with a legitimate limited-time sale. But a sale deadline that is not genuine is deceptive. A subject line telling consumers that a sale is in its final hours, that the

offer is ending tonight, or that it is the recipient's last chance to save is materially misleading when the same sale is then extended or continued after the supposed deadline.

7. PBK repeatedly used this false-urgency strategy throughout 2025. Across Memorial Day, Back-to-School, Labor Day, Fall Warehouse Sale, Black Friday, and Cyber Monday campaigns, PBK sent emails telling recipients that sales were ending, in their final hours, available for only a short time, or the recipient's last chance to save, and then sent follow-up emails extending or continuing the same or materially equivalent promotions.

8. For example, on May 26, 2025, PBK sent emails with subject lines including "LAST CHANCE for Memorial Day Deals 🏠" and "🕒 FINAL HOURS 🕒 Up to 60% off is almost gone..." The next day, PBK sent an email stating "🏠 ONE MORE DAY! Memorial Day Sale Extended 🏠."

9. As another example, on November 28, 2025, PBK sent emails with subject lines including "TODAY ONLY 🎁 Up to 70% OFF Black Friday Deals," "FINAL HOURS 🕒 Save BIG on Top Gifts for Every Age 🕒," and "THIS. IS. IT. ⭐ Our biggest sale of the year ENDS TONIGHT." The next day, PBK sent emails stating "BLACK FRIDAY IS EXTENDED 🕒" and "EXTENDED | Up to 70% OFF our best gifts 🕒."

10. As another example, on December 1, 2025, PBK sent an email stating "FWD: ⚡ HOURS LEFT! Our best deals of the year end tonight." The next day, PBK sent an email stating "ONE DAY ONLY! UP TO 70% OFF IS EXTENDED."

11. These and similar subject lines had the capacity, tendency, or effect of deceiving recipients because they communicated that the advertised PBK promotions were about to expire when, in truth, PBK extended or continued the same or materially equivalent promotions shortly after the stated deadline.

12. Plaintiff Eleanor Colmers Cowan is a Maryland resident domiciled in Baltimore City who received Defendant's deceptive commercial email advertisements while physically

1 located in Maryland. Plaintiff brings this case on behalf of herself and similarly situated Maryland
2 residents who received PBK's false or misleading promotional email subject lines.

3 **II. PARTIES**

4 13. Plaintiff Eleanor Colmers Cowan is a citizen and resident of Maryland and is
5 domiciled in Baltimore City, Maryland. Plaintiff was physically present in Maryland when she
6 received the PBK emails at issue.

7 14. Plaintiff began receiving PBK/Williams-Sonoma promotional emails no later than
8 October 24, 2022.

9 15. Other than providing her name and email address, Plaintiff has never placed an
10 online order, created an online account, used a Williams-Sonoma or Pottery Barn app, applied for
11 or used a Williams-Sonoma credit card, or otherwise clicked to accept online terms.

12 16. Defendant Williams-Sonoma Stores, Inc. is a California corporation. According to
13 the Maryland Department of Assessments and Taxation, Defendant is registered in Maryland as a
14 foreign corporation, Department ID No. F02151165, is in good standing, and lists its principal
15 office as 5750 Hollis Street, Emeryville, California 94608.

16 17. Defendant's Maryland resident agent is The Prentice-Hall Corporation System,
17 Maryland, located at 7 St. Paul Street, Suite 820, Baltimore, Maryland 21202.

18 18. Defendant does business as Pottery Barn Kids. At all relevant times, PBK marketed
19 and sold products to Maryland consumers, including by sending commercial emails to Maryland
20 residents and directing Maryland consumers to PBK's e-commerce website.

21 **III. JURISDICTION AND VENUE**

22 19. This Court has subject matter jurisdiction over this action because Plaintiff asserts
23 claims arising under Maryland statutory law, including Md. Code Ann., Com. Law §§ 14-3001
24 through 14-3003, and seeks statutory damages, attorneys' fees, and other relief on behalf of herself
25 and a proposed class of Maryland residents.

1 20. This Court has personal jurisdiction over Defendant because Defendant is
2 registered to do business in Maryland, has appointed a Maryland resident agent, transacts business
3 in Maryland, purposefully directs commercial email marketing to Maryland residents, sells and
4 promotes products to Maryland consumers, and the claims in this action arise from Defendant's
5 transmission of commercial electronic mail to a Maryland resident while she was physically
6 present in Maryland.

7 21. Venue is proper in Baltimore City. Plaintiff is domiciled in Baltimore City.
8 Defendant has no principal place of business in Maryland, is registered to do business in Maryland,
9 and has appointed a resident agent in Baltimore City. Defendant also transacts business in
10 Maryland, including by sending commercial electronic mail to Maryland residents and marketing
11 PBK products to Maryland consumers.

12 IV. FACTUAL ALLEGATIONS

13 A. Defendant's Commercial Email Marketing

14 22. PBK sells furniture, bedding, nursery products, backpacks, holiday products, toys,
15 gifts, and other goods directly to consumers through PBK's website and related channels.

16 23. PBK promotes its products through commercial electronic mail sent to consumers
17 on its mailing list, including Maryland residents.

18 24. PBK's commercial emails routinely use subject lines advertising sales, discounts,
19 holiday promotions, sitewide offers, back-to-school promotions, free shipping, warehouse sales,
20 and other promotions.

21 25. PBK's subject lines are designed to cause recipients to open PBK's emails, visit
22 PBK's website, and consider purchasing PBK products.

23 26. PBK's subject lines frequently use urgency and scarcity language, including "last
24 chance," "last day," "hours left," "ends tonight," "final hours," "today only," "two days only,"
25 "ending soon," and similar language.

27. Reasonable recipients understand such subject lines to communicate that the advertised promotion is genuinely time-limited and that, if they wait until after the stated deadline, they will lose the opportunity to receive the advertised sale or discount.

28. PBK repeatedly sent commercial emails with subject lines stating or implying that sales were ending or expiring, and then shortly thereafter sent emails stating that the same or materially equivalent sales were extended or continued.

B. PBK's False and Misleading Sale-Deadline Subject Lines

29. Defendant sent numerous commercial emails to Plaintiff and Class Members containing false or misleading subject lines. The following emails are representative examples and are not exhaustive.

Date	E-Mail Subject
05/23/2025	THIS WEEKEND ONLY ✨ Up to 60% Off Memorial Day Sale + Free Shipping
05/24/2025	★★ Memorial Day Sale: Up to 60% Off Summer Bags & Accessories ★★
05/24/2025	Our BIGGEST sale of the season ends soon! 📢
05/25/2025	It's go time → Up to 60% Off ends tomorrow
05/26/2025	LAST CHANCE for Memorial Day Deals 📢
05/26/2025	🕒 FINAL HOURS 🕒 Up to 60% off is almost gone...
05/27/2025	📢 ONE MORE DAY! Memorial Day Sale Extended 📢
05/27/2025	Last call on up to 60% off 🕒
05/27/2025	Memorial Day Deals end at midnight ⌚
07/07/2025	TWO DAYS ONLY ⚡ Up to 50% Off Backpacks & More
07/07/2025	New backpacks in 65+ prints? It's true! (+ TWO days only for the best backpacks
07/08/2025	LAST DAY 📢 Up to 50% Off A+ school essentials
07/09/2025	EXTENDED! 📢 Up to 50% Off Backpacks & More
07/16/2025	Two Days Only! Up to 50% Off Preschool Backpacks & More 📢
07/17/2025	LAST DAY THE BACK-TO-SCHOOL EVENT 📢
07/17/2025	HOURS LEFT! Our Back-to-School Event ends tonight 📢
07/19/2025	DEALS EXTENDED 📢 Get ready for Back to School!
07/24/2025	Clock's ticking 🕒 TOP deals end tonight!
07/25/2025	📢 EXTENDED NEW Back to School Deals Up to 50% Off

09/01/2025	HOURS LEFT for up to 60% off 📅
09/02/2025	Say what?! Up to 60% off is EXTENDED 📅
09/02/2025	LAST CHANCE (really!) 📅
09/02/2025	HOURS LEFT 📅 Labor Day Deals + Extra 20% Off
10/31/2025	Up to 60% Off STARTS RIGHT NOW 📅 📅
11/03/2025	📅 LAST DAY TO SAVE 📅
11/03/2025	This is a big (furniture) deal... And it ends TONIGHT
11/03/2025	📅 HOURS LEFT! 📅 Up to 60% off 100s of deals
11/04/2025	EXTENDED !! One more day to save at our Fall Warehouse Sale!
11/04/2025	ONE. MORE. CHANCE! 📅 Get up to 60% off today only
11/28/2025	TODAY ONLY 📅 Up to 70% OFF Black Friday Deals
11/28/2025	Black Friday: Up to 70% Off ✅ Extra 30% Off Select Sale ✅ Free Shipping
11/28/2025	FINAL HOURS 📅 Save BIG on Top Gifts for Every Age 📅
11/28/2025	THIS. IS. IT. 📅 Our biggest sale of the year ENDS TONIGHT
11/29/2025	BLACK FRIDAY IS EXTENDED 📅
11/29/2025	EXTENDED Up to 70% OFF our best gifts 📅
11/30/2025	BLACK FRIDAY ENDS TONIGHT (Seriously!!)
11/30/2025	HOURS LEFT Up to 70% Off Furniture, Toys & More 📅 📅 📅
11/30/2025	CHECKOUT TIME Our best holiday deals end TONIGHT! 📅 📅
12/01/2025	BEST. MONDAY. EVER. 📅
12/01/2025	📅 Don't Miss Out on Cyber Deals! Up to 70% Off 📅
12/01/2025	FWD: 📅 HOURS LEFT! Our best deals of the year end tonight
12/02/2025	ONE DAY ONLY! UP TO 70% OFF IS EXTENDED
12/02/2025	Ho, ho, whoa! 📅 Deals on stockings & more END TONIGHT!
12/02/2025	The sleigh is leaving 📅 HOURS LEFT for up to 70% OFF
12/02/2025	Last chance to check out! 📅 Cyber Monday ends TONIGHT

30. Reasonable recipients of these emails would believe that PBK was offering a genuinely limited-time sale or discount, and that the promotion would end at the stated time. They would believe that, if they waited beyond the stated deadline, the sale would be over and they would lose the opportunity to receive the advertised discount or offer.

31. But many of PBK's email subject lines were false or misleading because the referenced promotions did not end as advertised. PBK extended or continued the same or materially equivalent promotions shortly after telling recipients that the promotions were ending, in their final hours, or the recipient's last chance to save.

32. For example, on May 26, 2025, PBK sent emails stating "LAST CHANCE for Memorial Day Deals 📢" and "🕒 FINAL HOURS 🕒 Up to 60% off is almost gone..." Reasonable recipients would understand those subject lines to mean that the Memorial Day Sale and up-to-60%-off promotion were expiring. But on May 27, 2025, PBK sent an email stating "📢 ONE MORE DAY! Memorial Day Sale Extended 📢." The May 26 subject lines were therefore false or misleading because the sale did not end as represented.

33. As another example, on July 8, 2025, PBK sent an email stating "LAST DAY 📢 Up to 50% Off A+ school essentials." But on July 9, 2025, PBK sent an email stating "EXTENDED! 📢 Up to 50% Off Backpacks & More." The July 8 subject line was false or misleading because the advertised back-to-school promotion was extended or continued after the supposed last day.

34. As another example, on September 1, 2025, PBK sent an email stating "HOURS LEFT for up to 60% off 📢." But on September 2, 2025, PBK sent an email stating "Say what?! Up to 60% off is EXTENDED 📢." The September 1 subject line was false or misleading because the up-to-60%-off sale was extended after PBK represented that only hours remained.

35. As another example, on November 3, 2025, PBK sent emails stating "🕒 LAST DAY TO SAVE 🕒," "This is a big (furniture) deal... And it ends TONIGHT," and "📢 HOURS LEFT! 📢 Up to 60% off 100s of deals." But on November 4, 2025, PBK sent an email stating "EXTENDED !! One more day to save at our Fall Warehouse Sale!" The November 3 subject lines were false or misleading because the Fall Warehouse Sale did not end as represented.

36. As another example, on November 28, 2025, PBK sent emails stating "TODAY ONLY 📢 Up to 70% OFF Black Friday Deals," "FINAL HOURS 📢 Save BIG on Top Gifts

1 for Every Age 📧,” and “THIS. IS. IT. ✨ Our biggest sale of the year ENDS TONIGHT.” But
 2 on November 29, 2025, PBK sent emails stating “BLACK FRIDAY IS EXTENDED 📧” and
 3 “EXTENDED | Up to 70% OFF our best gifts 📧.” The November 28 subject lines were false or
 4 misleading because the Black Friday sale did not end as represented.

5 37. As another example, on December 1, 2025, PBK sent an email stating “FWD: ⚡
 6 HOURS LEFT! Our best deals of the year end tonight.” But on December 2, 2025, PBK sent an
 7 email stating “ONE DAY ONLY! UP TO 70% OFF IS EXTENDED.” The December 1 subject
 8 line was false or misleading because the best deals did not end as represented.

9 38. PBK’s repeated use of ending, final-hours, last-chance, and hours-left subject lines,
 10 followed by extension emails, was not accidental. It was part of a recurring marketing strategy
 11 designed to create false urgency and pressure recipients to act immediately.

12 39. PBK’s false-urgency subject lines have the capacity, tendency, and effect of
 13 deceiving recipients. The subject lines communicate objective timing information: that the sale is
 14 ending today, ending tonight, in its final hours, or available for only a short period. When PBK
 15 then extends or continues the same or materially equivalent sale, the earlier deadline subject line
 16 is false or misleading.

17 **V. DEFENDANT KNEW OR SHOULD HAVE KNOWN THE EMAILS WERE SENT**
 18 **TO MARYLAND RESIDENTS**

19 40. At all relevant times, Defendant knew or should have known that its commercial
 20 emails were sent to email addresses held by Maryland residents, including Plaintiff.

21 41. Plaintiff was physically located in Maryland when she received the PBK emails at
 22 issue. She was a Maryland resident and was domiciled in Baltimore City.

23 42. Defendant is a sophisticated national retailer with substantial e-commerce, email-
 24 marketing, and customer-data capabilities. Defendant uses email-marketing systems that track
 25 recipients, email addresses, customer identifiers, send events, opens, clicks, delivery status,
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1 unsubscribe status, website interactions, and other data used to send and evaluate promotional
2 email campaigns.

3 43. For consumers who purchase products, create accounts, browse Defendant's
4 website, sign up for email marketing, click on emails, or otherwise interact with Defendant's
5 digital properties, Defendant can collect or access information associated with the recipient's
6 location, including address information, IP/geolocation information, device information, account
7 information, email-engagement information, or similar data.

8 44. Defendant also had reason to know that marketing emails sent to Maryland
9 recipients were sent to addresses held by Maryland residents based on the volume and nature of
10 its national email-marketing campaigns, its Maryland business registration, its transactions with
11 Maryland consumers, and its collection and use of customer and digital-marketing data.

12 45. Maryland law further provides that a person is presumed to know that an intended
13 recipient of commercial electronic mail is a Maryland resident if that information is available on
14 request from the registrant of the Internet domain name contained in the recipient's email address.
15 Md. Code Ann., Com. Law § 14-3002(c).

16 VI. FALSE URGENCY INFLUENCES CONSUMER BEHAVIOR

17 46. A sale advertised as ending soon affects how reasonable consumers evaluate the
18 offer. Consumers are more likely to act quickly when they are told that a sale is about to expire,
19 that only hours remain, that the offer is the consumer's last chance, or that the sale ends tonight.

20 47. False deadline and scarcity claims manipulate consumer decision-making. They
21 pressure recipients to open marketing emails, click through to a retailer's website, and consider
22 purchasing products because the recipient fears missing the sale if they wait.

23 48. PBK's extension emails confirm that PBK understood the power of urgency. PBK
24 first used final-hours and deadline subject lines to create pressure, then used extension subject lines
25 to capture additional sales from consumers who believed they had missed the earlier deadline.
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1 49. The harm of this false-urgency scheme is not limited to completed purchases. False
2 urgency also deprives recipients of truthful information in their inboxes, causes recipients to
3 engage with misleading marketing, and floods consumers' inboxes with repeated false
4 notifications that the time to act is short.

5 **A. Plaintiff Eleanor Colmers Cowan**

6 50. Plaintiff Eleanor Colmers Cowan is a Maryland resident domiciled in Baltimore
7 City, Maryland.

8 51. Plaintiff received PBK commercial emails natively in the same email inbox.
9 Plaintiff received the representative emails identified above while physically present in Maryland.

10 52. Plaintiff received PBK emails containing false or misleading subject lines,
11 including emails stating or implying that PBK sales were ending, ending tonight, available for only
12 a short time, or in their final hours, when PBK extended or continued the same or materially
13 equivalent sales shortly thereafter.

14 53. Plaintiff would have liked to receive truthful information from PBK regarding
15 PBK's promotions. PBK's conduct prevented Plaintiff from knowing which PBK email subject
16 lines contained truthful sale-deadline information and which contained false or misleading urgency
17 claims designed to drive recipient engagement.

18 **VII. CLASS ACTION ALLEGATIONS**

19 54. Plaintiff brings this action under Maryland Rule 2-231 on behalf of herself and the
20 following proposed class (the "Class"):

21 55. All Maryland residents who, during the Class Period, received one or more
22 commercial electronic mail messages from Defendant, Pottery Barn Kids, Williams-Sonoma
23 Stores, Inc., Williams-Sonoma, Inc., potterybarnkids.com, or any related Pottery Barn Kids or
24 Williams-Sonoma sender, with a subject line containing false or misleading information
25 concerning the duration, expiration, deadline, finality, extension, scarcity, availability, or terms of
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1 any sale, discount, promotion, free-shipping offer, holiday promotion, seasonal promotion,
2 sitewide promotion, or similar offer.

3 56. The “Class Period” means the period beginning three years before the filing of this
4 action through the date a class certification order is entered.

5 57. Excluded from the Class are Defendant; any entity in which Defendant has a
6 controlling interest; Defendant’s officers, directors, and employees; any judge presiding over this
7 action and the judge’s immediate family; and any person who validly requests exclusion from the
8 Class.

9 58. Numerosity. The Class is so numerous that joinder of all members is impracticable.
10 Defendant sent standardized commercial email campaigns to large numbers of Maryland residents.
11 The precise number of Class Members is known to Defendant or can be determined from
12 Defendant’s email-service-provider, customer-relationship-management, e-commerce, and
13 marketing records.

14 59. Commonality. Questions of law and fact common to the Class predominate over
15 any questions affecting only individual members. Common questions include, but are not limited
16 to: whether Defendant initiated or assisted in the transmission of commercial electronic mail to
17 Maryland residents; whether the challenged emails contained subject lines stating or implying that
18 sales or promotions were ending, expiring, in their final hours, or otherwise time-limited; whether
19 those subject lines were false or misleading; whether the subject lines had the capacity, tendency,
20 or effect of deceiving recipients; whether Defendant knew or should have known that the emails
21 were sent to addresses held by Maryland residents; and the amount of statutory damages available
22 for each unlawful email.

23 60. Typicality. Plaintiff’s claims are typical of the Class because Plaintiff, like Class
24 Members, received PBK commercial emails with false or misleading subject lines concerning the
25 duration, expiration, or finality of PBK sales and promotions.

61. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interests antagonistic to the Class. Plaintiff has retained counsel experienced in consumer-protection, complex litigation, and class actions.

62. Predominance. Common questions predominate over individual questions because Defendant's liability turns on standardized email campaigns, common subject lines, common send dates, common promotion terms, common extension or continuation emails, and Defendant's common email-marketing and customer-data systems.

63. Superiority. A class action is superior to other available methods for fairly and efficiently adjudicating this controversy. The statutory damages available to any individual Class Member are relatively modest compared to the cost of litigating individually. Class treatment will conserve judicial resources and provide a practical means of redressing Defendant's uniform email-marketing conduct.

64. Class membership, liability, and damages can be determined from Defendant's records, including email campaign records, recipient lists, send logs, subject-line variants, delivery records, customer identifiers, location fields, IP/geolocation data, account data, order data, email engagement data, and related ESP/CRM records.

VIII. COUNT I

**Violation of Maryland Commercial Electronic Mail Statute
Md. Code Ann., Com. Law §§ 14-3002 and 14-3003**

65. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

66. At all relevant times, Defendant was a “person” within the meaning of Md. Code Ann., Com. Law § 14-3002.

67. The PBK emails at issue were “commercial electronic mail” because they were electronic mail messages sent for the purpose of advertising or promoting products, goods, services, sales, discounts, offers, or promotions.

1 68. Defendant initiated the transmission, conspired with another person to initiate the
2 transmission, or assisted in the transmission of commercial electronic mail sent to email addresses
3 that Defendant knew or should have known were held by Maryland residents, including Plaintiff
4 and Class Members.

5 69. The subject lines of Defendant's commercial electronic mail contained false or
6 misleading information concerning the duration, expiration, deadline, finality, extension, scarcity,
7 or terms of PBK sales, discounts, offers, or promotions.

8 70. The false or misleading information in the subject lines had the capacity, tendency,
9 or effect of deceiving recipients because reasonable recipients would understand the subject lines
10 to mean that the advertised sales or promotions were genuinely ending, expiring, in their final
11 hours, or otherwise time-limited, when Defendant extended, reinstated, or continued the same or
12 materially equivalent promotions shortly thereafter.

13 71. Defendant therefore violated Md. Code Ann., Com. Law § 14-3002.

14 72. Under Md. Code Ann., Com. Law § 14-3003, Defendant is liable to Plaintiff and
15 Class Members for reasonable attorneys' fees and damages in an amount equal to the greater of
16 \$500 per unlawful commercial electronic mail or the recipient's actual damages.

17 **IX. PRAYER FOR RELIEF**

18 73. Pursuant to Maryland Rule 2-305, Plaintiff states that the amount sought in this
19 action exceeds \$75,000.

20 74. Plaintiff, individually and on behalf of the Class, respectfully requests that the
21 Court enter judgment in her favor and against Defendant as follows:

22 75. Certifying this action as a class action under Maryland Rule 2-231;

23 76. Appointing Plaintiff Eleanor Colmers Cowan as representative of the Class;

24 77. Appointing Plaintiff's counsel as counsel for the Class;

25 78. Declaring that Defendant's conduct violated Md. Code Ann., Com. Law § 14-3002;

80. Awarding Plaintiff and Class Members reasonable attorneys' fees and costs as provided by Md. Code Ann., Com. Law § 14-3003;

81. Awarding pre-judgment and post-judgment interest to the extent permitted by law;
and

82. Granting such other and further relief as the Court deems just and proper.

83. Plaintiff demands a trial by jury on all issues so triable pursuant to Maryland Rule 2-325.

Respectfully submitted,

By: */s/ Vaughn Stewart*
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