

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA**

THE AMERICAN AUTOMOBILE  
ASSOCIATION, INC.,

Plaintiff,

v.

ALL AMERICAN AUTO HAIL DENT  
REPAIR LLC d/b/a AAA HAIL REPAIR  
and LAVERNE PFLUGH

Defendants.

**Case Number:** 1:22-cv-00568



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**COMPLAINT**

Plaintiff The American Automobile Association, Inc. (“AAA”) brings this Complaint for injunctive relief, monetary damages, and all other appropriate remedies against Defendant All American Auto Hail Dent Repair LLC d/b/a AAA Hail Repair (“AAA Hail Repair”), and Defendant Laverne Pflugh (collectively, “Defendants”). AAA alleges as follows:

**NATURE OF THE ACTION**

1. This is an action for trademark infringement, false designation of origin, and unfair competition, and cybersquatting in violation of Sections 32, 43 (a), and 43(d) of the Federal Trademark Act (the “Lanham Act”), 15 U.S.C. §§ 1114, 1125(a), and 1125(d); for trademark infringement in violation of Indiana state law, Ind. Code § 24-2-1-13, and common law; for trademark dilution in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c) and Indiana state law, Ind. Code § 24-2-1-13.5; and for unfair competition in violation of Indiana common law. AAA seeks, among other relief, monetary damages and an order enjoining Defendants from using AAA’s trademarks in Defendants’ business names, marks, websites, and

social media platforms and requiring transfer of the domain names AAA-HAILDENT-REPAIR.BUSINESS.SITE and AAAHAILDENTREPAIR.COM to AAA.

2. This action arises out of Defendants' knowing and willful violation of AAA's rights in its famous and distinctive AAA trademarks (the "AAA Marks"). Specifically, Defendants have used and continue to use the AAA Marks in connection with their operation of a business that offers competing automobile-related repair services, AAA Hail Repair, without authorization and with full knowledge that they are not authorized to use those marks.

3. Defendants' unlawful use of the AAA marks is likely to cause consumers to believe, erroneously, that AAA has endorsed Defendants' products and services, jeopardizing the goodwill and tarnishing the reputation associated with AAA's Marks. It threatens to confuse consumers who seek the reliable and dependable products and services of AAA to unjustly enrich Defendants.

4. Defendants' unlawful acts have lessened the capacity of AAA's famous Marks to identify and distinguish the products and services AAA providers under those Marks. Defendants have diluted the AAA Marks' distinctive quality.

5. In addition, after reasonable inquiry and on information and belief, Defendants have unjustly profited from their unauthorized use of the AAA Marks and have made unauthorized commercial use of the Marks in Indiana to their benefit, and to the detriment of AAA and of consumers, in violation of laws set forth above.

### **THE PARTIES**

6. Plaintiff AAA (commonly pronounced "Triple A") is a not-for-profit, non-stock corporation organized and existing under the laws of Connecticut, with its principal place of business in Heathrow, Florida. AAA provides its approximately 60 million members with

products and services throughout the United States and Canada, including Indiana. AAA's services include travel and automobile products and services, including automobile repair services at its AAA Car Care Centers and through AAA Approved auto repair businesses, financial advice, insurance and warranty coverage, and discounts. AAA provides its products and services through local AAA member clubs, including AAA Hoosier Motor Club.

7. After reasonable inquiry and on information and belief, Defendant AAA Hail Repair is an Indiana domestic limited liability company registered in and operating under the laws of Indiana, with a principal place of business at 912 East 53rd Street, Suite B, Anderson, IN 46013.

8. After reasonable inquiry and on information and belief, Defendant Laverne Plfugh is the governing person and registered agent of AAA Hail Repair.

9. After reasonable inquiry and on information and belief, Defendants are the registrants of the AAA-HAILDENT-REPAIR.BUSINESS.SITE domain name and registered, or caused to be registered, this domain name on behalf of AAA Hail Repair. Defendants have used AAA-HAILDENT-REPAIR.BUSINESS.SITE to host websites promoting and directing traffic to the AAA Hail Repair business.

10. After reasonable inquiry and on information and belief, Defendants are the registrants of the AAAHAILDENTREPAIR.COM domain name and registered, or caused to be registered, this domain name on behalf of AAA Hail Repair. Defendants have used AAAHAILDENTREPAIR.COM to host websites promoting and directing traffic to the AAA Hail Repair business.

**JURISDICTION AND VENUE**

11. This Court has jurisdiction over the subject matter of this action under 15 U.S.C. §§ 1116, 1121, and 1125(d) and under 28 U.S.C. §§ 1331, 1337, and 1338 because this case arises under the trademark laws of the United States, 15 U.S.C. § 1051, *et seq.*

12. This Court has jurisdiction over Plaintiff's state law claims under 28 U.S.C. §§ 1338(b) and 1367(a) as well as under general principles of supplemental and pendent jurisdiction.

13. Defendants are subject to personal jurisdiction within the Southern District of Indiana because, after reasonable inquiry and on information and belief, they conduct business in this District.

14. Venue is proper under 28 U.S.C. § 1391(b) and (c) because, after reasonable inquiry and on information and belief, Defendants conduct business in this judicial district and because a substantial part of the events or omissions giving rise to the claims occurred in the Southern District of Indiana.

**FACTS ENTITLING AAA TO RELIEF**

**A. AAA's Widespread and Substantial Use of Its Registered AAA Marks**

15. Since its founding over a century ago, AAA has enjoyed a reputation as one of the world's premier client service organizations. That reputation is based largely on the consistent high quality and long-standing reliability of the products and services it provides under its AAA Marks through its AAA local clubs and member services offices.

16. Although its original focus was on combating unfair automobile laws and campaigning for better roads and more reliable vehicles, AAA quickly expanded its charter. It established itself as an advocate for travel safety and road improvement. It also became associated

with providing reliable travel- and vehicle-related products and services—including automobile-related retail and repair services.

17. AAA has invested significant resources—including for advertising campaigns and promotional efforts—to develop and foster the reputation, recognition, and goodwill associated with its products and services provided under the AAA Marks.

18. AAA has used and continues to use the AAA Marks in interstate commerce to identify its products and services.

19. As a result, the AAA Marks have become famous in the United States, including in Indiana, and throughout the world in connection with AAA's products and services.

20. Because only those businesses that are part of AAA's network of approved service providers are authorized to use or display the AAA Marks, AAA members and the public know that local businesses displaying AAA Marks maintain a reputation for quality, integrity, and reliability.

21. As a result of AAA's provision of quality products and the continuous advertising, promotion, and sale of products and services in interstate commerce under the AAA Marks, those trademarks have acquired value and fame in the United States and throughout the world. Specifically, the AAA Marks are widely recognized by consumers in this country and abroad and have acquired enormous goodwill as trademarks identifying high-quality and reliable products and services. Indeed, the AAA Marks are distinctive such that consumers recognize that goods and services marketed under the AAA Marks originate with, or are approved or endorsed by, AAA and the AAA local clubs.

22. AAA and its local clubs have registered AAA-related domain names and maintain internet websites through which AAA members and the general public may obtain information

and, in some cases, purchase or use products and services (the “AAA Websites”). The AAA Websites are created and operated to attract members and customers, encourage their interest in AAA and its local clubs, and offer products and services to customers.

23. AAA has registered with the United States Patent and Trademark Office (“USPTO”) more than 150 trademarks, including Marks that AAA has used since at least as early as 1902, in connection with automobile-related products and services offered to its members. The federal registrations Defendants are violating include:

(a) Reg. No. 829,265, for the AAA Mark, for use in connection with automobile-related goods and services, including association services rendered to motor vehicle owners;

(b) Reg. No. 1,168,790, for the TRIPLE A Mark, for use in connection with automobile association services, including promoting the interests of motor vehicle owners, motorists, and travelers, and sponsoring programs for the promotion of pedestrian safety;

(c) Reg. No. 2,158,654, for the AAA & Design Mark, for use in connection with automobile-related goods and services, including arranging for discount purchases and vehicle information and repair;

(d) Reg. No. 2,900,596, for the AAA PREMIER Mark, for use in connection with automobile-related services, including providing information about vehicles for sale, vehicle brokerage services, and providing information on vehicle pricing;

(e) Reg. No. 2,935,481, for the AAA PREMIER & Design Mark, for use in connection with automobile-related services, including providing information about

vehicles for sale, vehicle brokerage services, vehicle return insurance, and providing information on vehicle pricing;

(f) Reg. No. 3,426,468, for the AAA APPROVED AUTO REPAIR & Design Mark, used in connection with automobile repair services; and

(g) Reg. No. 5,036,379, for the AAA & Design Mark, for use in connection with automobile- and travel-related products and services, including emergency road side repair services.

24. Pursuant to 15 U.S.C. § 1057(b), the registration certificates for the AAA Marks, including those marks identified above, constitute *prima facie* evidence of the validity of the registered mark and of the registration of the mark, and of AAA's ownership of the trademarks set forth therein, and of AAA's exclusive right to use those trademarks in commerce on or in connection with the products and services specified in the registration certificates.

25. Pursuant to 15 U.S.C. § 1065, Reg. Nos. 829,265; 1,168,790; 2,158,654; 2,900,596; 2,935,481; 3,426,468; and 5,036,069 are incontestable.

**B. Defendants' Unlawful Use of Plaintiff's AAA Marks**

26. AAA has never authorized Defendants to use its AAA Marks.

27. Nevertheless, after reasonable inquiry and on information and belief, Defendants knowingly and willfully violated AAA's rights in its famous and distinctive AAA Marks by using in commerce the business name AAA Hail Repair after Plaintiff's AAA Marks became famous in Indiana, the United States, and abroad.

28. In or around November 2021, AAA learned that Defendants were advertising goods and services, including automobile-related repair services that compete directly with those offered by AAA, under the AAA Hail Repair name.

29. Defendants have been offering and continue to offer their products and services using the AAA Hail Repair name and mark.

30. Defendants promote the AAA Hail Repair business on websites located at AAA-HAILDENT-REPAIR.BUSINESS.SITE and AAAHAILDENTREPAIR.COM.

31. On December 2, 2021, AAA sent a letter by e-mail to the address listed on Defendants' business Facebook page and by certified mail to the Defendants' registered business address, requesting that Defendants discontinue use of the AAA Marks.

32. Defendants did not respond.

33. On December 17, 2021, AAA sent a second letter by e-mail to the address listed on Defendants' business Facebook page and by certified mail to the Defendants' registered business address, against requesting that Defendants discontinue used of the AAA Marks.

34. Defendants again did not respond.

35. On January 6, 2022, AAA called the phone number listed on Defendants' business website. Defendants did not answer. AAA left a voicemail explaining the nature of the call and requesting a return phone call.

36. Defendants did not respond.

37. On January 18, 2022, AAA made an additional attempt to reach Defendants, calling the phone number listed on Defendants' business website.

38. Defendants answered, but refused to comply with AAA's request to cease use of the AAA Marks.

39. Defendants still have not complied with any of AAA's requests to cease use of the AAA Marks.



40. To the contrary, Defendants continue to use the AAA Hail Repair business name and the AAA-HAILDENT-REPAIR.BUSINESS.SITE and AAAHAILDENTREPAIR.COM domain names, including in connection with internet advertising for their business.

41. After reasonable inquiry and on information and belief, at the time Defendants' infringing use of the AAA Marks began and at all times thereafter, Defendants have known, or had reason to know, of AAA's rights in the AAA Marks and have at all times known, or had reason to know, that those marks are famous and valuable.

42. After reasonable inquiry and on information and belief, Defendants knowingly and for profit engaged in the infringing use of the AAA Marks to attract consumers. Defendants know and have known that their use of the AAA Marks erroneously conveys that Defendants' business is sponsored or endorsed by, or otherwise associated or affiliated with, AAA.

43. Defendants' infringing use has damaged, and will continue to damage, the reputation, recognition, and goodwill associated with the famous and distinctive AAA Marks.

44. Defendants' infringing use has lessened, and will continue to lessen, the capacity of Plaintiff's AAA Marks to identify and distinguish the products and services provided or endorsed by, or affiliated with, AAA and thus has diluted the distinctive quality of Plaintiff's AAA Marks.

45. Further, after reasonable inquiry and on information and belief, Defendants' infringing use has been and continues to be of commercial value to Defendants.

46. For the foregoing reasons, Defendants' infringing use has caused, and will likely continue to cause, injury to AAA and to the goodwill and value of its AAA Marks.

**COUNT I**  
**Federal Trademark Infringement**  
**(Lanham Act § 32, 15 U.S.C. § 1114)**

47. AAA repeats and realleges the allegations set forth in paragraphs 1–46 of this Complaint.

48. Defendants’ adoption and infringing use of AAA Marks in commerce, in connection with automobile-related goods and services, is likely to cause confusion, mistake, and deception as to the affiliation, connection, or association of those goods and services with AAA, in violation of 15 U.S.C. § 1114.

49. After reasonable inquiry and on information and belief, Defendants’ unlawful conduct as set forth herein has been and continues to be willful, deliberate, and in bad faith.

50. As a result of Defendants’ infringement, AAA has suffered damages as well as the continuing loss of goodwill and reputation established by AAA. This continuing loss of goodwill cannot be properly calculated and thus constitutes irreparable harm and an injury for which AAA has no adequate remedy at law. Unless enjoined, Defendants will continue the infringing use, further injuring AAA and confusing the public.

51. After reasonable inquiry and on information and belief, Defendants have received revenues and profits as a result of their infringing use, to which Defendants are not entitled, and AAA has also suffered damages as a result of the infringing use, for which Defendants are responsible.

**COUNT II**  
**Federal False Designation of Origin and Unfair Competition**  
**(Lanham Act § 43(a), 15 U.S.C. § 1125 (a))**

52. AAA repeats and realleges the allegations set forth in paragraphs 1–46 of this Complaint.

53. Defendants have willfully and deliberately attempted to trade on the goodwill and reputation of the AAA Marks and Plaintiff in connection with their products and services, as well as to confuse consumers as to the origin and sponsorship of Defendants' goods and services, making them seem as those of AAA.

54. Defendants' acts deprive AAA of the ability to control consumer perception of its goods and services offered under its AAA Marks, placing the valuable goodwill and reputation of AAA into the hands of Defendants.

55. Defendants' conduct is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Defendants with AAA, and as to the origin, sponsorship, or approval of Defendants' infringing use, in violation of 15 U.S.C. § 1125(a).

56. Defendants' violation of this statute has caused and will continue to cause irreparable harm to AAA, for which AAA has no adequate remedy at law. Unless enjoined, Defendants will continue the infringing uses, further injuring AAA and confusing the public.

57. After reasonable inquiry and on information and belief, Defendants have received revenues and profits as a result of their infringing use, to which Defendants are not entitled, and AAA has also suffered damages as a result of the infringing use, for which Defendants are responsible.

**COUNT III**  
**Cybersquatting**  
**(Lanham Act § 43(d), 15 U.S.C. § 1125(d))**

58. AAA repeats and realleges the allegations set forth in paragraphs 1–46 of this Complaint.

59. Defendants' infringing use violates Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d), because (i) Plaintiff is the owner of the AAA Marks, which are registered in the United

States Patent and Trademark Office and protected under Section 43(a), (c), and (d) of the Lanham Act, 15 U.S.C. § 1125(a), (c), and (d); (ii) Defendants have registered, trafficked in, and/or used AAA-HAILDENT-REPAIR.BUSINESS.SITE and AAAHAILDENTREPAIR.COM with a bad faith intent to profit from AAA's famous and distinctive marks; (iii) AAA-HAILDENT-REPAIR.BUSINESS.SITE and AAAHAILDENTREPAIR.COM are confusingly similar to Plaintiff's AAA Marks and are dilutive of Plaintiff's AAA Marks; and (iv) Plaintiff's AAA Marks were distinctive and famous at the time of registration of the AAA-HAILDENT-REPAIR.BUSINESS.SITE and AAAHAILDENTREPAIR.COM domain names.

60. Defendants' unlawful conduct as set forth herein has been willful, deliberate, and in bad faith.

61. Defendants' violation of this statute has caused and will continue to cause irreparable damage to AAA, for which AAA has no adequate remedy at law. Unless enjoined, Defendants will continue to use AAA-HAILDENT-REPAIR.BUSINESS.SITE and AAAHAILDENTREPAIR.COM, further injuring AAA and confusing the public.

62. After reasonable inquiry and on information and belief, Defendants have received revenues and profits as a result of their infringing use, to which Defendants are not entitled, and AAA has also suffered damages as a result of the infringing use, for which Defendants are responsible.

**COUNT IV**  
**Federal Trademark Dilution**  
**(Lanham Act § 43(c), 15 U.S.C. § 1125 (c))**

63. AAA repeats and realleges the allegations set forth in paragraphs in 1–46 of this Complaint.

64. The AAA name and mark—both in word and logo form—are famous and distinctive and are entitled to protection against dilution.

65. Defendants' infringing use violates Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), because such use, which commenced after Plaintiff's AAA Marks became famous, has diluted and continues to dilute the AAA Marks by impairing the ability of the AAA Marks to serve as unique identifiers and by tarnishing the goodwill and reputation associated with the AAA Marks.

66. After reasonable inquiry and on information and belief, Defendants' unlawful conduct as set forth herein has been and continues to be willful, deliberate, and in bad faith.

67. Defendants' violation of this statute has caused and will continue to cause irreparable damage to AAA, for which AAA has no adequate remedy at law. Unless enjoined, Defendants will continue the infringing use, further injuring AAA and confusing the public.

**COUNT V**  
**Indiana Trademark Infringement**  
**(Ind. Code § 24-2-1-13)**

68. AAA repeats and realleges the allegations set forth in paragraphs in 1–46 of this Complaint.

69. Defendants' acts violate Section 24-2-1-13 of the Indiana Code. AAA is the prior user of the AAA Marks, and the infringing use constitutes unconsented reproductions, copies, and/or colorable imitations of the AAA Marks in connection with the sale, offering for sale, or advertising of services in a manner likely to cause confusion or mistake or result in deception as to the source or origin, sponsorship, or approval by AAA of the products and services provided by Defendants.

70. Defendants' unlawful conduct as set forth herein has been and continues to be willful, deliberate, and in bad faith.

71. Defendants' unlawful conduct has caused and will continue to cause irreparable damage to AAA, for which AAA has no adequate remedy at law. Unless enjoined, Defendants will continue the unlawful conduct, further injuring AAA and confusing the public.

72. Defendants have received revenues and profits as a result of their infringing use, to which Defendants are not entitled, and AAA has also suffered damages as a result of the infringing use, for which Defendants are responsible.

**COUNT VI**  
**Indiana Trademark Dilution**  
**(Ind. Code § 24-2-1-13.5)**

73. AAA repeats and realleges the allegations set forth in paragraphs in 1–46 of this Complaint.

74. AAA's Marks are both famous and distinctive in Indiana, the United States, and abroad. AAA has been using its Marks since as early as 1902 and continues to use these Marks in interstate commerce in connection with its goods and services, including automobile-related repairs and services. The AAA Marks are distinctive such that consumers recognize that goods and services marketed under the AAA Marks originate with, or are approved or endorsed by, AAA and the AAA local clubs. Defendants knowingly and willfully began using in commerce the business name AAA Collision Center after Plaintiff's AAA Marks became famous in Indiana.

75. Defendants' unlawful acts have lessened the capacity of AAA's famous Marks to identify and distinguish the products and services AAA provides under those Marks. Defendants have diluted the AAA Marks' distinctive quality in violation of Ind. Code § 24-2-1-13.5.

76. After reasonable inquiry and on information and belief, Defendants' unlawful conduct as set forth herein has been and continues to be willful, deliberate, and in bad faith.

77. Defendants' violation of Indiana law has caused and will continue to cause irreparable damage to AAA, for which AAA has no adequate remedy at law. Unless enjoined, Defendants will continue the violation, further injuring AAA and confusing the public.

**COUNT VII**  
**Indiana Unfair Competition**  
**(Indiana Common Law)**

78. AAA repeats and realleges the allegations set forth in paragraphs in 1–46 of this Complaint.

79. Defendants' unlawful conduct constitutes use of a similar trade name in violation of Indiana common law. AAA's trade name and marks have acquired a secondary meaning. The name and mark "AAA" identifies a particular producer in the mind of the public, AAA, and with that, the reputation, recognition, and goodwill associated with its products and services provided under the AAA Marks.

80. Defendants' continued attempt to trade on the goodwill and reputation of the AAA Marks and Plaintiff in connection with their products and services is likely to confuse the public as to the affiliation, connection, or association of Defendants with AAA, and as to the origin, sponsorship, or approval of Defendants' infringing use, in violation of Indiana common law. Deception of the public is the natural and probable consequence of Defendants' conduct.

81. Defendants' violation of Indiana common law has caused and will continue to cause irreparable damage to AAA, for which AAA has no adequate remedy at law. Unless enjoined, Defendants will continue the violation, further injuring AAA and confusing the public.

**PRAYER FOR RELIEF**

Wherefore, Plaintiff AAA requests that this Court enter judgment in its favor on all counts of this Complaint and grant AAA the following relief:

1. Enjoin and restrain Defendants, their agents, servants, employees, attorneys, and all persons in active concert or participation with any of them, from engaging in any of the following acts:

(a) Using without the authorization of AAA any of AAA's Marks, logos, and trade names, including the designation "AAA" or any other name, logo, or Mark that includes the designations "AAA" or that is confusingly or deceptively similar to any of AAA's Marks, logos, and trade names, either alone or in conjunction with other words or symbols, as part of any trademark, service mark, logo, trade name, corporate name, assumed name, domain name, on or in relation to any goods sold or distributed by the Defendants, or in any other manner; and

(b) Using combination letter "A's" in any form or manner that would tend to identify or associate Defendants or their business or services with AAA, including, without limitation, in the marketing, promotion, advertising, identification, sale or distribution of goods or services, or in any other manner;

2. Require Defendants, pursuant to 15 U.S.C. § 1118 and Indiana law, to destroy all literature, signs, labels, prints, packages, wrappers, containers, advertising materials, internet content, stationery, software, and other items in their possession or control which contain the infringing designations "AAA" or any other term confusingly similar to "AAA," either alone or in combination with other words or symbols and to destroy all plates, molds, matrices, masters, and other means of making any of those infringing items;



3. Require Defendants to abandon, cancel, delete, and/or withdraw, with prejudice, any U.S. or state trademark applications or registrations that contain the AAA Marks, or any other state trademark applications or registrations that contain the AAA Marks, or any other confusingly similar name, logo, or mark;

4. Require Defendants to cancel or amend any business name, trade name, license, or corporate registration or application that contains the AAA Marks, or any other confusingly similar name, logo, or mark, including registrations for AAA Hail Repair;

5. Require Defendants to transfer to AAA any and all domain names in their or their agents' possession, custody, or control that include the AAA Marks, including AAA-HAILDENT-REPAIR.BUSINESS.SITE and AAAHAILDENTREPAIR.COM;

6. Require Defendants to file with the Court and to serve on AAA, within thirty (30) days after entry of an injunction, a report in writing, under oath, setting forth in detail the manner and form in which Defendants have complied with the injunction'

7. Require Defendants to pay AAA for all damages sustained as a result of Defendants' unlawful conduct described above, plus interest thereon, and require, with respect to damages resulting from infringement or dilution of the AAA Marks or from unfair competition under the Lanham Act, that such damages be trebled pursuant to 15 U.S.C. § 1117;

8. Require Defendants to account for and pay to AAA all profits derived by Defendants resulting from their use of the AAA Marks pursuant to 15 U.S.C. § 1117 and Indiana law;

9. Award AAA statutory damages in the amount of \$100,000 per infringing domain name pursuant to 15 U.S.C. § 1117(d), or some other amount as the Court considers just;

10. Award AAA the costs of this suit and its reasonable attorneys' fees in accordance with 15 U.S.C. § 1117 and Indiana law;
11. Award prejudgment interest on all liquidated sums; and
12. Award such other and further relief as the Court deems just and proper.

March 23, 2022

Respectfully submitted,

/s/ David O. Tittle

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