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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

v.

NAVAN, INC., ARIEL COHEN, AMY  
BUTTE, ANNE GIVISKOS, BEN  
HOROWITZ, ARIF JANMOHAMED,  
MICHAEL KOUREY, CLARA LIANG,  
SANDESH PATNAM, ILAN TWIG, ANRÉ  
WILLIAMS, OREN ZEEV, GOLDMAN  
SACHS & CO. LLC, CITIGROUP GLOBAL  
MARKETS INC., JEFFERIES LLC, MIZUHO  
SECURITIES USA LLC, MORGAN  
STANLEY & CO. LLC, BNP PARIBAS  
SECURITIES CORP., CITIZENS JMP  
SECURITIES, LLC, OPPENHEIMER & CO.  
INC., MUFG SECURITIES AMERICAS INC.,  
NEEDHAM & COMPANY, LLC, BTIG, LLC,  
LOOP CAPITAL MARKETS LLC,  
ACADEMY SECURITIES, INC., and  
ROSENBLATT SECURITIES INC.,

Defendants.

Case No.

**CLASS ACTION COMPLAINT**

DEMAND FOR JURY TRIAL

1 Plaintiff (“Plaintiff”) makes the following allegations, individually and on  
2 behalf of all others similarly situated, by and through his counsel upon information and belief  
3 except as to those allegations concerning Plaintiff, which are alleged upon personal knowledge.  
4 Plaintiff’s information and beliefs are based upon, *inter alia*, counsel’s investigation, which  
5 included, among other things, review and analysis of regulatory filings made by Navan, Inc.  
6 (“Navan” or the “Company”) with the U.S. Securities and Exchange Commission (“SEC”), analyst  
7 and media reports, conference call transcripts, Company press releases, and other publicly  
8 available information. Plaintiff believes that additional evidentiary support will exist for the  
9 allegations set forth herein after a reasonable opportunity for discovery.

### 10 NATURE AND SUMMARY OF THE ACTION

11 1. Plaintiff brings this federal class action under §§11, 12, and 15 of the Securities Act  
12 of 1933 (“Securities Act”) against (i) Navan, (ii) certain of the Company’s senior executives and  
13 directors who signed the Registration Statement, effective October 31, 2025, issued in connection  
14 with the Company’s initial public offering (the “IPO” or the “Offering”), and the underwriters of  
15 the Offering. Plaintiff alleges that the Registration Statement and Prospectus (filed with the SEC  
16 on September 19, 2025, and October 30, 2025, respectively) including all amendments thereto  
17 (collectively, the “Offering Documents”),<sup>1</sup> contained materially incorrect or misleading statements  
18 and/or omitted material information that was required by law to be disclosed. Defendants are each  
19 strictly liable for such misstatements and omissions therefrom (subject only to their ability to  
20 establish a “due diligence” affirmative defense).

21 2. Navan, which is headquartered in Palo Alto, California, provides booking and  
22 expense reporting software for business travelers. On or about October 31, 2025, Navan conducted  
23 its IPO, offering 36,924,406 million shares of its common stock to the investing public at a price  
24 of \$25 per share (the “Offering Price”). Defendants anticipated generating gross proceeds of over  
25 \$920 million from the IPO.

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27  
28 <sup>1</sup> See Navan, Inc., Registration Statement (Form S-1) (Sep. 19, 2025); Navan, Inc., Amended  
Registration Statement (Form S-1) (Oct. 10, 2025); Navan, Inc., Prospectus (Form 424B4) (Oct.  
30, 2025).





1           17. Defendant **Anne Giviskos** (“Giviskos”) is, and was at all relevant times, the Chief  
2 Accounting Officer (Principal Accounting Officer). Defendant Giviskos reviewed, approved, and  
3 participated in making statements in the Offering Documents, which she signed.

4           18. Defendant **Ben Horowitz** (“Horowitz”) is, and was at all relevant times, a Director  
5 of the Company. Defendant Horowitz reviewed, approved, and participated in making statements  
6 in the Offering Documents, which he signed.

7           19. Defendant **Arif Janmohamed** (“Janmohamed”) is, and was at all relevant times, a  
8 Director of the Company. Defendant Janmohamed reviewed, approved, and participated in  
9 making statements in the Offering Documents, which he signed.

10           20. Defendant **Michael Kourey** (“Kourey”) is, and was at all relevant times, a Director  
11 of the Company. Defendant Kourey reviewed, approved, and participated in making statements  
12 in the Offering Documents, which he signed.

13           21. Defendant **Clara Liang** (“Liang”) is, and was at all relevant times, a Director of  
14 the Company. Defendant Liang reviewed, approved, and participated in making statements in the  
15 Offering Documents, which she signed.

16           22. Defendant **Sandesh Patnam** (“Patnam”) is, and was at all relevant times, a Director  
17 of the Company. Defendant Patnam reviewed, approved, and participated in making statements  
18 in the Offering Documents, which he signed.

19           23. Defendant **Ilan Twig** (“Twig”) is, and was at all relevant times, the Chief  
20 Technology Officer and a Director of the Company. Defendant Twig reviewed, approved, and  
21 participated in making statements in the Offering Documents, which he signed.

22           24. Defendant **Anré Williams** (“Williams”) is, and was at all relevant times, a Director  
23 of the Company. Defendant Williams reviewed, approved, and participated in making statements  
24 in the Offering Documents, which he signed.

25           25. Defendant **Oren Zeev** (“Zeev”) is, and was at all relevant times, a Director of the  
26 Company. Defendant Zeev reviewed, approved, and participated in making statements in the  
27 Offering Documents, which he signed.

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1           26.     In addition, although not an element of Plaintiff’s (or the Class’s) claims (and is  
2 instead an issue on which each Individual Defendant bears the burden of proof to the extent it  
3 seeks to assert it as an affirmative defense), no Individual Defendant conducted an adequate due  
4 diligence investigation in connection with the matters alleged herein and will accordingly be  
5 unable to establish a statutory “due diligence” affirmative defense under the Securities Act.

6           **C.     The Underwriter Defendants**

7           27.     The Underwriter Defendants were also instrumental in soliciting investors and in  
8 underwriting the Navan shares that were offered and sold in or traceable to the IPO available to  
9 Plaintiff and the other members of the Class.

10          28.     Defendant **Goldman Sachs & Co. LLC** (“Goldman Sachs”) was an underwriter of  
11 the Company’s IPO, serving as a financial advisor for and assisting in the preparation and  
12 dissemination of the Company’s materially misleading and incomplete Offering Documents.  
13 Goldman Sachs acted as a representative of all the underwriters. Goldman Sachs also participated  
14 in conducting and promoting the roadshow for the IPO and paying for the expenses of the  
15 Individual Defendants who participated in the roadshow, including lodging and travel, among  
16 other expenses. Goldman Sachs’ participation in and its solicitation of offers in connection with  
17 the IPO were motivated by its financial interests, and it sold **12,923,543** shares of Navan common  
18 stock to investors in the IPO. Defendant Goldman Sachs conducts business in this District.

19          29.     Defendant **Citigroup Global Markets Inc.** (“Citigroup”) was an underwriter of  
20 the Company’s IPO, serving as a financial advisor for and assisting in the preparation and  
21 dissemination of the Company’s materially misleading and incomplete Offering Documents.  
22 Citigroup also participated in conducting and promoting the roadshow for the IPO and paying for  
23 the expenses of the Individual Defendants who participated in the roadshow, including lodging  
24 and travel, among other expenses. Citigroup’s participation in and its solicitation of offers in  
25 connection with the IPO were motivated by its financial interests, and it sold **9,600,346** shares of  
26 Navan common stock to investors in the IPO. Defendant Citigroup conducts business in this  
27 District.

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1           30. Defendant **Jefferies LLC** (“Jefferies”) was an underwriter of the Company’s IPO,  
2 serving as a financial advisor for and assisting in the preparation and dissemination of the  
3 Company’s materially misleading and incomplete Offering Documents. Jefferies also participated  
4 in conducting and promoting the roadshow for the IPO and paying for the expenses of the  
5 Individual Defendants who participated in the roadshow, including lodging and travel, among  
6 other expenses. Jefferies’ participation in and its solicitation of offers in connection with the IPO  
7 were motivated by its financial interests, and it sold **2,584,708** shares of Navan common stock to  
8 investors in the IPO. Defendant Jefferies conducts business in this District.

9           31. Defendant **Mizuho Securities USA LLC** (“Mizuho”) was an underwriter of the  
10 Company’s IPO, serving as a financial advisor for and assisting in the preparation and  
11 dissemination of the Company’s materially misleading and incomplete Offering Documents.  
12 Mizuho also participated in conducting and promoting the roadshow for the IPO and paying for  
13 the expenses of the Individual Defendants who participated in the roadshow, including lodging  
14 and travel, among other expenses. Mizuho’s participation in and its solicitation of offers in  
15 connection with the IPO were motivated by its financial interests, and it sold **3,692,441** shares of  
16 Navan common stock to investors in the IPO. Defendant Mizuho conducts business in this District.

17           32. Defendant **Morgan Stanley & Co. LLC** (“Morgan Stanley”) was an underwriter  
18 of the Company’s IPO, serving as a financial advisor for and assisting in the preparation and  
19 dissemination of the Company’s materially misleading and incomplete Offering Documents.  
20 Morgan Stanley also participated in conducting and promoting the roadshow for the IPO and  
21 paying for the expenses of the Individual Defendants who participated in the roadshow, including  
22 lodging and travel, among other expenses. Morgan Stanley’s participation in and its solicitation  
23 of offers in connection with the IPO were motivated by its financial interests, and it sold **1,846,220**  
24 shares of Navan common stock to investors in the IPO. Defendant Morgan Stanley conducts  
25 business in this District.

26           33. Defendant **BNP Paribas Securities Corp.** (“BNP Paribas”) was an underwriter of  
27 the Company’s IPO, serving as a financial advisor for and assisting in the preparation and  
28 dissemination of the Company’s materially misleading and incomplete Offering Documents. BNP

1 Paribas also participated in conducting and promoting the roadshow for the IPO and paying for  
2 the expenses of the Individual Defendants who participated in the roadshow, including lodging  
3 and travel, among other expenses. BNP Paribas' participation in and its solicitation of offers in  
4 connection with the IPO were motivated by its financial interests, and it sold **1,292,354** shares of  
5 Navan common stock to investors in the IPO. Defendant BNP Paribas conducts business in this  
6 District.

7 34. Defendant **Citizens JMP Securities, LLC** ("Citizens JMP") was an underwriter of  
8 the Company's IPO, serving as a financial advisor for and assisting in the preparation and  
9 dissemination of the Company's materially misleading and incomplete Offering Documents.  
10 Citizens JMP also participated in conducting and promoting the roadshow for the IPO and paying  
11 for the expenses of the Individual Defendants who participated in the roadshow, including lodging  
12 and travel, among other expenses. Citizens JMP's participation in and its solicitation of offers in  
13 connection with the IPO were motivated by its financial interests, and it sold **1,661,598** shares of  
14 Navan common stock to investors in the IPO. Defendant Citizens JMP conducts business in this  
15 District.

16 35. Defendant **Oppenheimer & Co. Inc.** ("Oppenheimer") was an underwriter of the  
17 Company's IPO, serving as a financial advisor for and assisting in the preparation and  
18 dissemination of the Company's materially misleading and incomplete Offering Documents.  
19 Oppenheimer also participated in conducting and promoting the roadshow for the IPO and paying  
20 for the expenses of the Individual Defendants who participated in the roadshow, including lodging  
21 and travel, among other expenses. Oppenheimer's participation in and its solicitation of offers in  
22 connection with the IPO were motivated by its financial interests, and it sold **1,107,732** shares of  
23 Navan common stock to investors in the IPO. Defendant Oppenheimer conducts business in this  
24 District.

25 36. Defendant **MUFG Securities Americas Inc.** ("MUFG") was an underwriter of the  
26 Company's IPO, serving as a financial advisor for and assisting in the preparation and  
27 dissemination of the Company's materially misleading and incomplete Offering Documents.  
28 MUFG also participated in conducting and promoting the roadshow for the IPO and paying for the

1 expenses of the Individual Defendants who participated in the roadshow, including lodging and  
2 travel, among other expenses. MUFG's participation in and its solicitation of offers in connection  
3 with the IPO were motivated by its financial interests, and it sold **738,488** shares of Navan common  
4 stock to investors in the IPO. Defendant MUFG conducts business in this District.

5 37. Defendant **Needham & Company, LLC** ("Needham") was an underwriter of the  
6 Company's IPO, serving as a financial advisor for and assisting in the preparation and  
7 dissemination of the Company's materially misleading and incomplete Offering Documents.  
8 Needham also participated in conducting and promoting the roadshow for the IPO and paying for  
9 the expenses of the Individual Defendants who participated in the roadshow, including lodging  
10 and travel, among other expenses. Needham's participation in and its solicitation of offers in  
11 connection with the IPO were motivated by its financial interests, and it sold **553,866** shares of  
12 Navan common stock to investors in the IPO. Defendant Needham conducts business in this  
13 District.

14 38. Defendant **BTIG, LLC** ("BTIG") was an underwriter of the Company's IPO,  
15 serving as a financial advisor for and assisting in the preparation and dissemination of the  
16 Company's materially misleading and incomplete Offering Documents. BTIG also participated  
17 in conducting and promoting the roadshow for the IPO and paying for the expenses of the  
18 Individual Defendants who participated in the roadshow, including lodging and travel, among  
19 other expenses. BTIG's participation in and its solicitation of offers in connection with the IPO  
20 were motivated by its financial interests, and it sold **369,244** shares of Navan common stock to  
21 investors in the IPO. Defendant BTIG conducts business in this District.

22 39. Defendant **Loop Capital Markets LLC** ("Loop Capital") was an underwriter of  
23 the Company's IPO, serving as a financial advisor for and assisting in the preparation and  
24 dissemination of the Company's materially misleading and incomplete Offering Documents. Loop  
25 Capital also participated in conducting and promoting the roadshow for the IPO and paying for the  
26 expenses of the Individual Defendants who participated in the roadshow, including lodging and  
27 travel, among other expenses. Loop Capital's participation in and its solicitation of offers in  
28 connection with the IPO were motivated by its financial interests, and it sold **276,933** shares of

1 Navan common stock to investors in the IPO. Defendant Loop Capital conducts business in this  
2 District.

3 40. Defendant **Academy Securities, Inc.** (“Academy Securities”) was an underwriter  
4 of the Company’s IPO, serving as a financial advisor for and assisting in the preparation and  
5 dissemination of the Company’s materially misleading and incomplete Offering Documents.  
6 Academy Securities also participated in conducting and promoting the roadshow for the IPO and  
7 paying for the expenses of the Individual Defendants who participated in the roadshow, including  
8 lodging and travel, among other expenses. Academy Securities’ participation in and its solicitation  
9 of offers in connection with the IPO were motivated by its financial interests, and it sold **92,311**  
10 shares of Navan common stock to investors in the IPO. Defendant Academy Securities conducts  
11 business in this District.

12 41. Defendant **Rosenblatt Securities Inc.** (“Rosenblatt”) was an underwriter of the  
13 Company’s IPO, serving as a financial advisor for and assisting in the preparation and  
14 dissemination of the Company’s materially misleading and incomplete Offering Documents.  
15 Rosenblatt also participated in conducting and promoting the roadshow for the IPO and paying for  
16 the expenses of the Individual Defendants who participated in the roadshow, including lodging  
17 and travel, among other expenses. Rosenblatt’s participation in and its solicitation of offers in  
18 connection with the IPO were motivated by its financial interests, and it sold **184,622** shares of  
19 Navan common stock to investors in the IPO. Defendant Rosenblatt conducts business in this  
20 District.

21 42. The Defendants listed above are collectively referred to herein as the “Underwriter  
22 Defendants.” Pursuant to the Securities Act, each Underwriter Defendant is liable for the  
23 materially inaccurate, misleading, and incomplete statements in the Offering Documents. In  
24 addition, although not an element of Plaintiff’s (or the Class’s) claims (and is instead an issue on  
25 which each Underwriter Defendant bears the burden of proof to the extent it seeks to assert it as  
26 an affirmative defense), no Underwriter Defendant conducted an adequate due diligence  
27 investigation in connection with the matters alleged herein and will accordingly be unable to  
28 establish a statutory “due diligence” affirmative defense under the Securities Act.

1           43.     Each Underwriter Defendant named herein is an investment banking firm whose  
2 activities include, *inter alia*, the underwriting of public offerings of securities. As the underwriters  
3 of the IPO, the Underwriter Defendants earned \$36.7 million in underwriting discounts and  
4 commissions.

5           44.     As underwriters, the Underwriter Defendants met with potential investors in the  
6 IPO and presented highly favorable, but materially misleading, information about the Company,  
7 its business, products, plans, and financial prospects, and omitted to disclose material information  
8 required to be disclosed under the federal securities laws and applicable regulations promulgated  
9 thereunder.

10          45.     Representatives of the Underwriter Defendants assisted Navan and the Individual  
11 Defendants in planning the IPO and purported to conduct an adequate and reasonable investigation  
12 into the business, operations, products, and plans of the Company, an undertaking known as a “due  
13 diligence” investigation. During their “due diligence,” the Underwriter Defendants had continual  
14 access to confidential corporate information concerning the Company’s business, operations,  
15 financial condition, products, performance, and prospects.

16          46.     In addition to having access to internal corporate documents, the Underwriter  
17 Defendants and/or their agents, including their counsel, had access to Navan’s management and  
18 directors to determine: (i) the strategy to best accomplish the IPO; (ii) the terms of the IPO,  
19 including the price at which Navan’s common stock would be sold; (iii) the language to be used  
20 in the Offering Documents; (iv) what disclosures about Navan would be made in the Offering  
21 Documents; and (v) what responses would be made to the SEC in connection with its review of  
22 the Offering Documents. As a result of those constant contacts and communications between the  
23 Underwriter Defendants’ representatives and Navan’s management and directors, the Underwriter  
24 Defendants were aware of, or at a minimum should have known of, Navan’s undisclosed issues,  
25 and of the Offering Document’s materially misleading and incomplete statements and omissions  
26 as alleged herein.

27          47.     The Underwriter Defendants caused the Registration Statement to be filed with the  
28 SEC and declared effective in connection with the IPO so that they, and the Individual Defendants,

1 could offer to sell (and did in fact sell) the Navan shares registered thereby to members of the Class  
2 pursuant to the Offering Documents.

### 3 SUBSTANTIVE ALLEGATIONS

4 48. On June 20, 2025, Navan filed with the SEC a draft registration statement on Form  
5 S-1, which would be used for the IPO following a series of amendments. On October 30, 2025,  
6 Navan filed its Prospectus with the SEC, which registered 36,924,406 Navan shares for public  
7 sale. The SEC declared the Registration Statement effective on October 31, 2025. Defendants  
8 priced the IPO at \$25 per share.

9 49. The Offering Documents were negligently prepared and, as a result, contained  
10 untrue statements of material facts or omitted to state other facts necessary to make the statements  
11 made not misleading, and were not prepared in accordance with the rules and regulations  
12 governing their preparation.

13 50. According to the Offering Documents, Navan's business had "experienced rapid  
14 growth," and the Company's solutions catered to "customers of all sizes across any industry  
15 vertical." Consequently, the Company's revenue "grew 33% year-over-year from \$402 million in  
16 fiscal 2024 to \$537 million in fiscal 2025, and grew 30% period-over-period from \$254 million  
17 for the six months ended July 31, 2024 to \$329 million for the six months ended July 31, 2025."  
18 Navan's GBV (calculated as "the total amount paid for valid bookings on our platform, measured  
19 on a booked basis and inclusive of total price, taxes, and fees, and adjusted for cancellations and  
20 refunds") grew "32% year-over-year from \$5.0 billion in fiscal 2024 to \$6.6 billion in fiscal 2025,  
21 and grew 34% period-over-period from \$3.1 billion for the six months ended July 31, 2024 to \$4.1  
22 billion for the six months ended July 31, 2025." Additionally, Navan's "usage yield" (which  
23 "equals usage-based revenue divided by GBV for such period and represents [Navan's] ability to  
24 convert GBV into usage-based revenue") "was approximately 7% in each of fiscal 2025 and fiscal  
25 2024 and for the six months ended July 31, 2025, and 2024."

26 51. The Offering Documents, however, were false and misleading and omitted to state  
27 that the Company would increase its sales and marketing expenses by **39%** just months after the  
28 IPO to sustain its revenue, GBV, and usage yield growth.





1           65. Plaintiff brings this action as a class action, pursuant to Rule 23(a) and 23(b)(3) of  
2 the Federal Rules of Civil Procedure, on behalf of a class consisting of all persons and entities that  
3 purchased, or otherwise acquired, Navan common stock issued pursuant or traceable to the  
4 Company's IPO.

5           66. Excluded from the Class are: (i) Defendants; (ii) present or former executive  
6 officers of Navan, members of the Navan's Board, and members of their immediate families (as  
7 defined in 17 C.F.R. §229.404, Instructions (1)(a)(iii) and (1)(b)(ii)); (iii) any of the foregoing  
8 persons' legal representatives, heirs, successors, or assigns; and (iv) any entities in which  
9 Defendants have or had a controlling interest, or any affiliate of Navan.

10           67. The members of the Class are so numerous that joinder of all members is  
11 impracticable. The Company's common stock was actively traded on the Nasdaq, a national  
12 securities exchange. While the exact number of Class members is unknown to Plaintiff at this time  
13 and can only be ascertained through appropriate discovery, Plaintiff believes that there are  
14 hundreds or thousands of members in the Class. Record owners and other members of the Class  
15 may be identified from records maintained by Navan or its transfer agent and may be notified of  
16 the pendency of this action by mail, using a form of notice similar to that customarily used in  
17 securities class actions.

18           68. Plaintiff's claims are typical of the claims of Class members, who were all similarly  
19 affected by Defendants' wrongful conduct in violation of the federal securities laws. Further,  
20 Plaintiff will fairly and adequately protect the interests of Class members and has retained counsel  
21 competent and experienced in class and securities litigation.

22           69. Common questions of law and fact exist as to all members of the Class and  
23 predominate over any questions solely affecting individual members of the Class. Among the  
24 questions of law and fact common to the members of the Class are:

- 25           a. whether Defendants violated the Securities Act;
- 26           b. whether statements made in the Offering Documents were materially  
27           incomplete or otherwise in violation of applicable SEC regulations;

- 1 c. whether statements made in the Offering Documents omitted material facts  
2 necessary in order to make the statements made, in light of the  
3 circumstances under which they were made, not misleading; and  
4 d. the extent of damage sustained by Class members and the appropriate  
5 measure of damages.

6 70. A class action is superior to all other available methods for the fair and efficient  
7 adjudication of this controversy since joinder of all members is impracticable. Further, as the  
8 damages suffered by individual Class members may be relatively small, the expense and burden  
9 of individual litigation make it impossible for Class members to individually redress the wrongs  
10 done to them. There will be no difficulty in the management of this action as a class action.

11 **CLAIM ONE**

12 **For Violations of §11 of the Securities Act**  
13 **(Against All Defendants)**

14 71. Plaintiff repeats and realleges each and every allegation contained above as if fully  
15 set forth herein.

16 72. This claim is brought pursuant to §11 of the Securities Act, 15 U.S.C. §77k, on  
17 behalf of the Class, against all Defendants. This is a non-fraud cause of action. Plaintiff does not  
18 assert that any Defendant committed intentional or reckless misconduct or that Defendants acted  
19 with scienter or fraudulent intent.

20 73. The Offering Documents were materially misleading and incomplete, and omitted  
21 facts necessary to make the statements made therein not misleading and omitted to state material  
22 facts required to be stated therein.

23 74. The Company is the registrant of the Navan common stock purchased by Plaintiff  
24 and the proposed Class. As such, the Company is strictly liable for the materially misleading  
25 statements contained in the Offering Documents and the failure of the Offering Documents to be  
26 complete and accurate. By virtue of the Offering Documents containing material  
27 misrepresentations and omissions of material fact necessary to make the statements therein not  
28 false and misleading, Navan is liable under §11 of the Securities Act to Plaintiff and the Class.

1           75.     The Individual Defendants each signed the Offering Documents and caused their  
2 issuance. As such, each is strictly liable for the materially inaccurate statements contained in the  
3 Offering Documents and the failure of the Offering Documents to be complete and accurate, unless  
4 he or she is able to carry his or her burden of establishing an affirmative “due diligence” defense.  
5 The Individual Defendants each had a duty to make a reasonable and diligent investigation of the  
6 truthfulness and accuracy of the statements contained in the Offering Documents and ensure that  
7 they were true and accurate, there were no omissions of material facts that would make the  
8 Offering Documents misleading, and the documents contained all facts required to be stated  
9 therein. In the exercise of reasonable care, the Individual Defendants should have known of the  
10 materially misleading statements and omissions contained in the Offering Documents and also  
11 should have known of the omissions of material fact necessary to make the statements made therein  
12 not misleading. Accordingly, the Individual Defendants are liable to Plaintiff and the Class.

13           76.     The Underwriter Defendants each served as underwriters in connection with the  
14 IPO. As such, each is strictly liable for the materially misleading and incomplete statements  
15 contained in the Offering Documents and the failure of the Offering Documents to be complete  
16 and accurate, unless it is able to carry its burden of establishing an affirmative “due diligence”  
17 defense. The Underwriter Defendants each had a duty to make a reasonable and diligent  
18 investigation of the truthfulness and accuracy of the statements contained in the Offering  
19 Documents. They had a duty to ensure that such statements were true and accurate, that there were  
20 no omissions of material facts that would make the Offering Documents misleading, and that the  
21 documents contained all facts required to be stated therein. In the exercise of reasonable care, the  
22 Underwriter Defendants should have known of the materially misleading statements and omissions  
23 contained in the Offering Documents and also should have known of the omissions of material  
24 facts necessary to make the statements made therein not misleading. Accordingly, each of the  
25 Underwriter Defendants is liable to Plaintiff and the Class.

26           77.     Defendants acted negligently in preparing the Offering Documents. None of the  
27 Defendants named in this Claim made a reasonable investigation or possess reasonable grounds  
28 for the belief that the statements contained in the Offering Documents were without omission of

1 any material facts and were not materially misleading. In alleging the foregoing, Plaintiff  
2 specifically disclaims any allegation of fraud.

3 78. By reasons of the conduct herein alleged, each Defendant named in this claim  
4 violated §11 of the Securities Act.

5 79. None of the untrue statements or omissions of material fact in the Offering  
6 Documents alleged herein was a forward-looking statement. Rather, each such statement  
7 concerned existing facts. Moreover, the Offering Documents did not properly identify any of the  
8 materially misleading statements as forward-looking statements and did not disclose information  
9 that undermined the putative validity of these statements.

10 80. Plaintiff acquired the Company's securities pursuant or traceable to the Offering  
11 Documents and without knowledge of the materially misleading statements and/or omissions  
12 alleged herein. Plaintiff sustained damages, and the price of the Company's shares declined  
13 substantially due to materially misleading and incomplete Offering Documents.

14 81. This Claim is brought within one year after the discovery of the untrue statements  
15 and omissions and within three years of the date of the Offering.

16 82. By virtue of the foregoing, Plaintiff and the other members of the Class are entitled  
17 to damages under §11, as measured by the provisions of §11(e), from the Defendants and each of  
18 them, jointly and severally.

## 19 CLAIM TWO

### 20 For Violations of §12(a) of the Securities Act 21 (Against All Defendants)

22 83. Plaintiff repeats and realleges each and every allegation contained above, as if fully  
23 set forth herein.

24 84. Each Defendant promoted, solicited, and sold Navan common stock pursuant to the  
25 Offering Documents.

26 85. The Prospectus for the IPO contained materially misleading statements of fact, and  
27 concealed and failed to disclose material facts, as detailed above. Defendants owed all members  
28 of the Class who purchased Navan shares pursuant or traceable to the Prospectus the duty to make

1 a reasonable and diligent investigation of the statements contained in the Prospectus, to ensure that  
2 such statements were true and that there was no omission to state a material fact required to be  
3 stated, in order to make the statements contained therein not misleading. Defendants, in the  
4 exercise of reasonable care, should have known of the materially misleading statements and  
5 omissions contained in the Prospectus, as set forth above.

6 86. No member of the Class knew, nor in the exercise of reasonable diligence could  
7 have known, of the materially misleading statements and omissions contained in the Prospectus at  
8 the time he or she acquired Navan shares.

9 87. By reason of the conduct alleged herein, Defendants violated §12(a)(2) of the  
10 Securities Act, 15 U.S.C. §771(a)(2). As a direct and proximate result of such violations, all  
11 members of the proposed Class who purchased Navan securities pursuant to the Prospectus  
12 sustained substantial damages in connection with their purchases of the shares. Accordingly, all  
13 members of the Class who hold Navan securities that they acquired pursuant to the Prospectus  
14 have the right to rescind and recover the consideration paid for their shares, and to recover based  
15 on a recessionary measure of damages from Defendants sued herein, and all Class members who  
16 have sold such acquired Navan shares seek damages to the extent permitted by law.

17 **CLAIM THREE**

18 **For Violations of §15 of the Securities Act**  
19 **(Against the Individual Defendants)**

20 88. Plaintiff repeats and realleges each and every allegation contained above as if fully  
21 set forth herein.

22 89. This claim is brought pursuant to §15 of the Securities Act, 15 U.S.C. §77o, on  
23 behalf of the Class, against each Individual Defendant.

24 90. The Individual Defendants were controlling persons of the Company within the  
25 meaning of §15 of the Securities Act. By reason of their ownership interest in, senior management  
26 positions at, and/or directorships held at the Company, as alleged above, these Defendants invested  
27 in, individually and collectively, and had the power to influence, and exercised the same over, the  
28 Company to cause it to engage in the conduct complained of herein. Similarly, each Individual

1 Defendant not only controlled those subject to liability as a primary violator of §11 of the Securities  
2 Act, as alleged above, but he or she also directly participated in controlling Navan by having  
3 signed, or authorized the signing of, the Registration Statement and authorizing the issuance and  
4 offering of Navan securities as alleged herein.

5 91. As control persons of Navan, each Individual Defendant is jointly and severally  
6 liable pursuant to §15 of the Securities Act with and to the same extent as Navan for its violations  
7 of §11 of the Securities Act.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on Plaintiff's own behalf and on behalf of the Class, prays for  
10 relief and judgment as follows:

11 A. Declaring that this action is a proper class action, pursuant to Federal Rule of Civil  
12 Procedure 23, certifying Plaintiff as a representative of the Class, and designating Plaintiff's  
13 counsel as Class Counsel;

14 B. Awarding Plaintiff and the other members of the Class compensatory damages;

15 C. Awarding Plaintiff and the other members of the Class rescission on their §12(a)(2)  
16 claims;

17 D. Awarding Plaintiff and the other members of the Class pre-judgment and post-  
18 judgment interest, as well as reasonable attorneys' fees, expert witness fees, and other costs and  
19 disbursements; and

20 E. Awarding Plaintiff and the other members of the Class such other and further relief  
21 as the Court may deem just and proper.

22 **DEMAND FOR TRIAL BY JURY**

23 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff hereby demands a trial by jury  
24 of all issues that may be so tried.

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