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SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

LINDA BAKER, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

SELECTBLINDS LLC,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

CLASS ACTION COMPLAINT
Case No.

Dovel & Luner, LLP
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(310) 656-7066

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1 **I. Introduction.**

2 1. Deceptive emails plague consumers' inboxes. The Washington legislature, concerned
3 with deception in emails, enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW
4 19.190, which, among other things, prohibits any person from sending a commercial email with a false
5 or misleading subject line. RCW 19.190.020.

6 2. For marketing emails that advertise sales or product discounts, CEMA prohibits subject
7 lines that misrepresent when a purported sale ends and the size of the true discount. *Brown v. Old Navy*
8 *LLC*, 4 Wn.3d 580 (Wash. 2025).

9 3. Defendant SelectBlinds LLC ("SelectBlinds" or "Defendant") makes, sells, and markets
10 window and door coverings (the "SelectBlinds Products" or "Products"). The Products are sold online
11 through Defendant's website, www.selectblinds.com.

12 4. Defendant sends commercial emails to Washington residents on its mailing list. These
13 emails frequently contain subject lines that advertise time-limited promotions or discounts on
14 SelectBlinds Products. For example, "ENDS TODAY: 50% off Code Expires Tonight" and "Final
15 Hours: 45% Off Sitewide." But the sales do not really end when the emails say they will. And the true
16 discounts are not what the emails claim.

17 5. These deceptive emails are material to consumers. They drive sales and profits by
18 creating a false sense of urgency to purchase before the sale ends and a false sense of value based on a
19 misleading discount.

20 6. Plaintiff is a Washington resident who received Defendant's deceptive emails. Plaintiff
21 brings this case for herself and other Washington consumers who received Defendant's deceptive
22 emails.

23 **II. Parties.**

24 7. Plaintiff Linda Baker is domiciled in Chelan, Washington.

25 8. The proposed Class includes citizens of Washington.

26 9. Defendant SelectBlinds LLC is a Delaware LLC with its principal place of business at
27 7420 S Kyrene RD Suite 119, Tempe, Arizona 85283.

1 **III. Jurisdiction and Venue.**

2 10. This Court has subject matter jurisdiction under the Washington State Constitution,
3 which sets forth the jurisdiction of Washington Superior Courts. This Court also has subject matter
4 jurisdiction under the Consumer Protection Act (“CPA”), RCW 19.86.090, and the Commercial
5 Electronic Mail Act (“CEMA”), RCW 19.190.090, which give Washington Superior Courts jurisdiction
6 over claims brought under the CPA and CEMA.

7 11. This Court has personal jurisdiction over SelectBlinds under RCW 4.28.185. SelectBlinds
8 transacts business in Washington and the claims giving rise to this action arise from Defendant’s
9 transaction of business in this state and also Defendant’s purposeful transmission of electronic mail
10 messages to Washington residents. This Court also has personal jurisdiction over SelectBlinds under
11 RCW 19.86.160 because SelectBlinds has engaged in conduct in violation of the CPA that has had an
12 impact in Washington.

13 12. Venue is proper in King County Superior Court because SelectBlinds resides here for
14 purposes of venue. RCW 4.12.025. At all relevant times, SelectBlinds has transacted business in King
15 County, including by selling Products to customers living in King County and by sending electronic mail
16 messages to residents of King County.

17 **IV. Facts.**

18 **A. Defendant sends emails with false and misleading subject lines advertising**
19 **supposed discounts on SelectBlinds Products.**

20 13. SelectBlinds markets and sells SelectBlinds Products.

21 14. SelectBlinds regularly advertises SelectBlinds Products through marketing emails sent to
22 recipients on its mailing list (including Washington consumers). In those email advertisements,
23 Defendant advertises purported discounts on those Products.

24 15. SelectBlinds’s marketing emails have subject lines that are false and misleading in
25 multiple ways.

26 16. Deceptive time limits. SelectBlinds’s subject lines often convey that the advertised
27 discounts are limited duration and/or will end imminently (e.g. “Final Hours,” “Expires Tonight,” or

1 “ENDS TODAY”). To reasonable consumers, these statements convey that the discounts are only
2 available for a short period, and that if they don’t buy during that short period, they will no longer have
3 the opportunity to get the discount and will have to pay the full non-discounted price to obtain the same
4 Products later. This drives sales by motivating consumers to buy before the sale ends. But the
5 opportunity to get a discount does not actually end when the promotional periods advertised in the
6 emails end. Instead, SelectBlinds extends the sales after the false deadline has expired, or replaces the
7 sale that ends with a materially similar (or even better) sale. This allows SelectBlinds to profit from a
8 false sense of urgency.

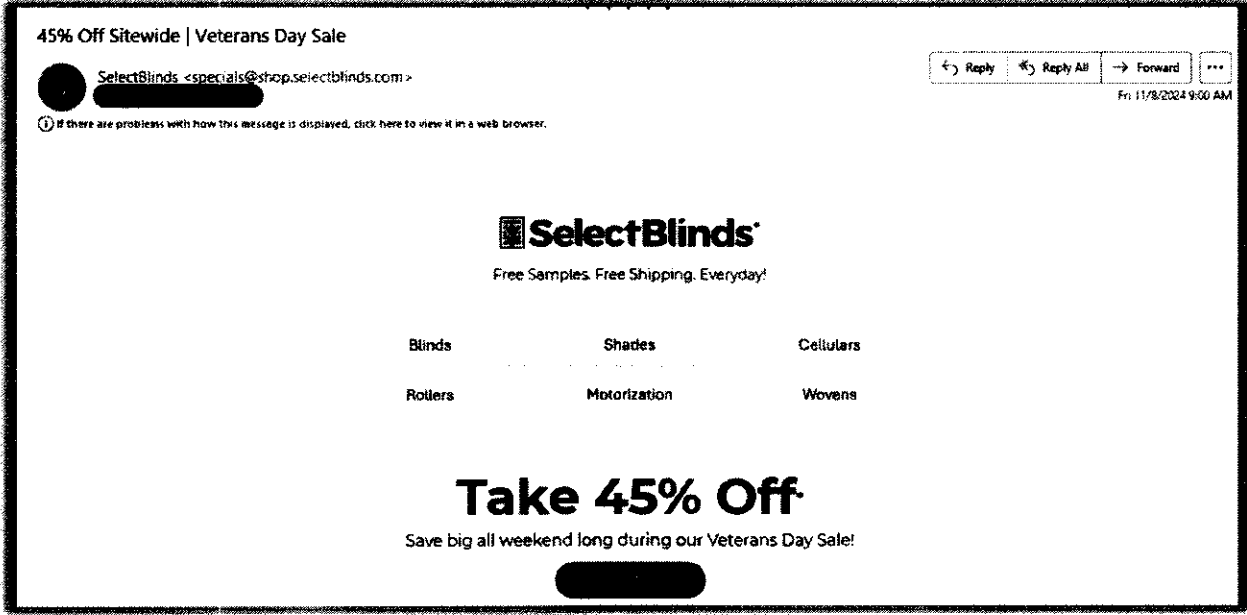
9 17. Deceptive discounts. SelectBlinds’s email subject lines also frequently specify a
10 percentage-off discount (e.g., “50% OFF”) that consumers can obtain by buying during the supposedly
11 time-limited sale. To reasonable consumers, these statements convey that, by buying during the sale,
12 they will obtain the specified percentage or dollar amount off Defendant’s regular prices, the ones at
13 which the Products usually retail. But in truth, Defendant offers substantial discounts so frequently that
14 the list prices Defendant advertises are not the prices at which the Products usually retail. Instead, due to
15 Defendant’s frequent discounting, the Products usually retail for substantially less than their published
16 list price. This allows Defendant to profit from a false sense of value (consumers’ false belief that the
17 Products they are buying are worth more than they truly are).

18 **Deceptive Time Limits**

19 18. SelectBlinds regularly sends commercial emails to its customers advertising supposedly
20 limited-duration sales. The email subject lines state that the sale is for a particular period (such as
21 “Veterans Day”) and/or by expressly stating that the sale “ENDS TODAY,” “Expires Tonight,” that it
22 is the “Final Hours” to obtain the advertised discounts, and so forth. To reasonable consumers, these
23 subject lines convey that if the consumer does not buy during the specified period, the opportunity to
24 obtain a discount will disappear and the consumer will have to pay Defendant’s list price.

25 19. For example, on November 8, 2024, Defendant sent a commercial email to Plaintiff with
26 the subject line, “45% Off Sitewide | Veterans Day Sale”:
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20. To reasonable recipients (including Plaintiff), this email conveyed that Defendant was offering “45% Off” as a time-limited promotion (e.g. on or around Veterans Day); that by purchasing during the promotional period, recipients would receive a special discount off the regular and former price of the Products; and that if they waited too long past the Veterans Day timeframe, the sale would end and the Products’ prices would return to their regular, pre-discount prices.

21. Four days later, Defendant sent another commercial email to Plaintiff which advertised the same sale with the subject line, “Final Hours: 45% Off Sitewide”:

Final Hours: 45% Off Sitewide



SelectBlinds <specials@shop.selectblinds.com>

Reply Reply All Forward

Tue 11/12/2024 5:11 AM

If there are problems with how this message is displayed, click here to view it in a web browser.



Free Samples. Free Shipping. Everyday!

Blinds Shades Cellulars
Rollers Motorization Wovens

Last Day!

Take 45% Off

Save big during our Veterans Day Sale!

22. To reasonable recipients (including Plaintiff), this email conveyed that the 45% Off Sitewide sale that Defendant was running was in its "Final Hours," meaning that if they purchased in the next few hours, they would receive a special discount off of the regular and former price of the Products; but if they waited past that timeframe, they would miss the chance to get the discount and the Products' prices would return to their regular, pre-discount prices.

23. But Defendant's sale was not time-limited as advertised. On November 15, 2024, after Veterans Day weekend had passed and days after the "Final Hours" email, Defendant sent another commercial email to Plaintiff offering an even better discount, with the subject line "50% Off VIP Early Black Friday Access Code Inside."

50% Off VIP Early Black Friday Access Code Inside



SelectBlinds <specials@shop.selectblinds.com>

Reply Reply All Forward

Fri 11/15/2024 9:00 AM

1 24. Defendant then continued this misleading pattern of advertising supposedly time-limited
2 sales in subject lines of commercial emails sent to consumers. For example, on November 23, 2024,
3 Defendant sent two commercial emails to Plaintiff. The first had the subject line “ENDS TODAY: 50%
4 Off Code Expires Tonight” and the second had the subject line “Final Hours to Use Your VIP 50%
5 Off Code.”



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11 25. Reasonable recipients of these emails would believe that Defendant is offering 50% off
12 as a time-limited promotion (e.g. one that “ENDS TODAY” or only lasts a few more “Hours”). They
13 would believe that by purchasing during the promotional period, they are receiving a special discount off
14 the regular and former price of the Products. And they would believe that if they wait too long, the sale
15 will be over and the Products’ prices will return to their regular prices.

16
17 26. However, Defendant’s purported time-limited sale was not limited to “TODAY”; nor
18 was it in its “Final Hours.” Two days later, on November 25, 2025, Defendant sent a commercial email
19 to Plaintiff with the subject line “55% Off VIP Code Inside Early Black Friday Savings.”



20
21
22 27. The subject lines of the emails above—and of the many other commercial emails
23 Defendant sent to Washington consumers stating that Defendant’s sales end tonight, are available today
24 only, and so forth—are false and misleading. These subject lines convey that the advertised sale is
25 ending soon and that unless consumers buy during the limited, advertised window, the opportunity to
26 receive a discount will disappear and the consumer will have to pay full price for Defendant’s Products.
27 In truth, the sales in question were either extended or replaced with materially identical ones, and the

1 opportunity to receive a discount remained available indefinitely: Defendant’s sales are regularly
 2 extended or—within days—replaced by materially similar sales entitling consumers to receive materially
 3 similar discounts to the sale that supposedly “ENDS TODAY.”

4 28. This pattern is no accident: SelectBlinds puts in the misleading time limits, knowing that
 5 the sale will not really end when the email says or will quickly be replaced by a materially similar one,
 6 because these misleading time limits create a sense of urgency and drive sales.

7 **Deceptive Discounts**

8 29. Defendant’s emails are deceptive in a second way: the amount of savings they advertise
 9 is false and misleading. SelectBlinds regularly sends commercial emails to its customers advertising
 10 savings (e.g. “40% Off,” “45% Off Sitewide,” and “50% Off”). Defendant’s emails lead reasonable
 11 consumers to believe that, if they buy during the sale, they will get a discount off Defendant’s regular
 12 prices (the prices most consumers have to pay) in the percentage specified.

13 30. And Defendant sometimes represents in its email subject lines that these discounts and
 14 sales are only available to certain consumers (e.g. “ATTN VIPs,” “VIP Code Inside,” or “Early Bird
 15 Access”).

16 31. In truth, however, Defendant always offers purported sales. And those sales are available
 17 to anyone who shops on Defendant’s website, not just members of Defendant’s mailing list or “VIPs.”
 18 And when one sale ends, it is immediately replaced by the same or a materially similar sale. To confirm,
 19 Plaintiff’s counsel investigated SelectBlinds advertising practices by randomly reviewing a randomly
 20 selected, archived screenshot of Defendant’s website available on the Internet Archive’s Wayback
 21 Machine (available at www.archive.org) for each month in the last three years.¹ On 100% of the
 22 screenshots Plaintiff’s counsel reviewed, SelectBlinds was offering a purported sitewide sale on its
 23 website.

[REDACTED]		
1/19/23	30% off all products + 15% off everything	N/A

26 ¹ The Internet Archive, available at www.archive.org, is a library that archives web pages.
 27 <https://archive.org/about/>.

² Date refers to the date of the archive available on the Wayback Machine.

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2	2/16/23	Up to 40% off sitewide	"Sale Ends Today!"
3	3/22/23	30% off sitewide + (20% off \$1,500+ or 15% off \$750+ or 10% off any order)	N/A
4	4/4/23	40% off everything	N/A
5	5/2/23	40% off sitewide + 5% off everything	N/A
6	6/9/23	Buy 1, get 1 free sitewide	"Today Only!"
7	7/16/23	Buy 1, get 1 free sitewide	"Today Only!"
8	8/14/23	Save up to 40%	"Today Only!"
9	9/23/23	Get 40% off	"Today Only!"
10	10/23/23	Take 40% + 10% off	"Ends Today!"
11	11/12/23	Get 45% off	"Ends Soon!"
12	12/17/23	Take 45% + 5% off	"Today Only!"
13	1/2/24	Take 45% off	"Ends Soon!"
14	2/15/24	Get 50% off	"Act Fast!"
15	3/13/24	Take 45% off	"Time's Ticking!"
16	4/18/24	Get 40% off + 10% off	"Ends Soon!"
17	5/17/24	Take up to 50% off	"Ends Soon!"
18	6/14/24	Take up to 45% off now	N/A
19	7/17/24	Take 47% off sitewide	"Prime Time for Savings Ends Today!"
20	8/15/24	Buy 2, get 40% off	N/A
21	9/16/24	Take up to 45% off sitewide	N/A
22	10/11/24	Up to 40% off	N/A
23	11/12/24	Take 45% off sitewide	"Sale Ends Today!"
24	12/18/24	Take 40% off sitewide	"Ends 12/19"
25	1/16/25	Take 45% off sitewide	"Ends Today!"
26	2/16/25	55% off	"Ends 2/20"
27	3/8/25	Up to 50% off	"Ends 3/10"
	4/6/25	Up to 50% off sitewide	"Ends 4/7"
	5/21/25	Take 50% off sitewide	"Ends 5/22"
	6/16/25	Take 50% off sitewide	"Ends Today!"
	7/20/25	Up to 50% off sitewide	"Ends 7/21"
	8/15/25	Up to 50% off sitewide	"Ends 8/18"
	9/17/25	Buy 1, get 1 free sitewide	"Today Only!"
	10/15/25	Take 50% off sitewide	"Ends 10/16"
	11/16/25	Take 50% off sitewide	"Ends 11/18"
	12/12/25	Take 40% off sitewide	"Savings End 12/15"

32. This investigation shows that discounts of 40-50% are always available on all of Defendant's Products, sitewide. And because Defendant's sales are so frequent, consumers are usually (actually always) paying the supposedly discounted prices, not the advertised list prices to which the discounts are applied. This means that when consumers buy during the advertised sales, they do not

1 actually get the advertised discounts off regular prices (the price most consumers pay). Instead, they get
2 a much smaller discount off the regular price, or no discount at all.

3 33. So, Defendant's email subject lines promising a specified percentage or dollar discount
4 off its regular prices are false and misleading for this reason, too.

5 34. Defendant is constantly sending commercial emails to recipients on its mailing list. When
6 she was on Defendant's email marketing list, Plaintiff received multiple emails from Defendant weekly,
7 and sometimes received multiple per day. This included emails with false or misleading subject lines
8 regarding Defendant's promotions. Based on the emails Defendant sent to Plaintiff, Plaintiff estimates
9 that Defendant has sent many thousands of emails to Washington recipients, with similar false or
10 misleading subject lines.

11 35. Defendant knows, or has reason to know, that it sends its emails containing false and
12 misleading subject lines to Washington residents. Defendant knows where recipients of its emails reside
13 because (i) Defendant has physical addresses associated with recipients' accounts or orders; (ii)
14 Defendant has access to data regarding the recipient including the recipient's state of residence, such as
15 IP address tracking geolocation data, (iii) information regarding the residence of the recipient was
16 available to Defendant upon request from the registrant of the internet domain name contained in the
17 recipient's electronic mail address, and/or (iv) Defendant collects postal addresses of consumers during
18 its mailing list sign-up process. So Defendant knows that some of its customers and recipients of its
19 mailing list are Washington residents.

20 36. Defendant also knows what sales it is offering and what sales it plans to offer in the near
21 future. It knows that, in truth, the opportunity to receive substantial discounts will not end on the
22 advertised end date of its sales; and that it is not really consumers' last or final chance to get the
23 advertised sales. Defendant also knows how frequently it runs discounts and thus knows that consumers
24 are not really getting the advertised discount off Defendant's regular prices (the prices most consumers
25 pay).

1 **B. Defendant’s emails injure consumers and are materially deceptive.**

2 37. Defendant’s false and misleading emails result in actual and substantial injury to Plaintiff.

3 It violates Plaintiff’s statutory right not to receive commercial emails that contain false or misleading
4 subject lines, which the legislature has deemed to be a “matter[] vitally affecting the public interest.”
5 RCW 19.190.030(3). Violation of a right that vitally affects the public interest results in actual and
6 substantial harm to Plaintiff and putative Class members.

7 38. Defendant’s emails containing false and misleading information also clog up inboxes,
8 waste limited data space, and violate Plaintiff’s and putative Class members’ statutory right to be free
9 from deceptive commercial emails.

10 39. SelectBlinds’s deceptive email subject lines are also material to reasonable consumers.

11 40. Consumers care about receiving discounts. Receiving a good deal—a discount—is
12 important to consumers, and material to a consumer’s purchasing decisions about the Products.

13 41. Discounts drive purchases. Consumers are more likely to buy a product when they think
14 they are getting a good deal. They are also willing to pay more for products, if they believe the product is
15 worth more than they are paying for and that they are getting a substantial discount.

16 42. Research confirms that discounts are important to consumers. “Nearly two-thirds of
17 consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering
18 or are undecided on making a purchase.”³ And, “two-thirds of consumers have made a purchase they
19 weren’t originally planning to make solely based on finding a coupon or discount,” while “80% [of
20 consumers] said they feel encouraged to make a first-time purchase with a brand that is new to them if
21 they found an offer or discount.”⁴

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25 ³ Invesp, How Discounts Affect Online Consumer Buying Behavior
(<https://www.invesp.com/blog/how-discounts-affect-online-consumer-buying-behavior/>).

26 ⁴ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,
27 Especially Among Millennial Buyers (<https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html>).

1 43. Similarly, when consumers believe that an offer is expiring soon, the sense of urgency
2 makes them more likely to buy a product.⁵

3 44. When a reasonable consumer sees SelectBlinds's emails saying that the discount will end
4 imminently, they expect that if they miss the sale, the discount will not be available again soon.
5 Consumers do not expect that the sale will be extended or that a materially similar (or better) sale will
6 quickly replace it. This creates a false sense of urgency to buy that drives sales and profits.

7 45. Similarly, when a reasonable consumer sees a substantial discount (e.g. "50% off"), they
8 believe they are getting a discount off Defendant's regular prices. They do not expect that the
9 supposedly discounted price is really the regular price that most people pay. This misleading sense of
10 value drives sales and profits.

11 46. This is why Defendant sends these emails. Defendant intends to deceive consumers into
12 believing that its discounts are limited-time and into believing that consumers are getting a substantial
13 discount off Defendant's regular and former prices. Defendant's emails make Washington consumers
14 more likely to open the emails, read the emails, buy the Products quickly, and be willing to pay more for
15 the Products. This increases demand, drives sales, allows Defendant to sell more Products than it
16 otherwise could, and allows Defendant to charge more than it otherwise could.

17 47. Plaintiff was not, and putative Class members are not, aware that Defendant's email
18 subject lines are false and misleading. Reasonable consumers are not deceptive discount detectives (nor
19 should they have to be). Reasonable consumers are not monitoring Defendant's emails and website and
20 tracking its discounts to determine whether Defendant is deceiving them about its sales.

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25 ⁵ CXL, Creating Urgency (<https://cxl.com/blog/creating-urgency/>) (last accessed November
26 16, 2025) (increasing urgency by advertising limited time nature of promotion increased conversion rates
27 nearly 300%); Adestra, Dynamic email content leads to 400% increase in conversions for Black Friday
email (<https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/>) (400% higher conversation rate for ad that
increased urgency via countdown timer).

1 **V. Class Action Allegations.**

2 48. Plaintiff brings the asserted claims on behalf of the proposed Class of all Washington
3 residents who received promotional emails from SelectBlinds with subject lines advertising sales or
4 discounts on SelectBlinds Products, during the applicable statute of limitations.

5 49. The following people are excluded from the proposed Class: (1) any Judge or Magistrate
6 Judge presiding over this action and the members of their family; (2) Defendant, Defendant's
7 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a
8 controlling interest and their current employees, officers and directors; (3) persons who properly execute
9 and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been
10 finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel,
11 and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such
12 excluded persons.

13 ***Numerosity***

14 50. The proposed Class contains members so numerous that separate joinder of each
15 member of the Class is impractical. There are at least thousands of Class members in Washington.

16 51. Class members can be identified through Defendant's electronic mailing lists and public
17 notice.

18 ***Predominance of Common Questions***

19 52. There are questions of law and fact common to the proposed Class. Common questions
20 of law and fact include, without limitation:

- 21 (1) whether Defendant's email subject lines regarding its discounts are false or misleading;
22 (2) whether Defendant's email subject lines violate CEMA;
23 (3) whether Defendant's email subject lines violate the CPA;
24 (4) the greater of actual damages and statutory damages due to Plaintiff and the proposed Class.

25 ***Typicality & Adequacy***

26 53. Like members of the proposed Class, Plaintiff received emails from Defendant that
27 contained false or misleading subject lines regarding Defendant's discounts.

1 54. There are no conflicts of interest between Plaintiff and the Class.

2 ***Superiority***

3 55. A class action is superior to all other available methods for the fair and efficient
4 adjudication of this litigation because individual litigation of each claim is impractical. It would be
5 unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits,
6 every one of which would present the issues presented in this lawsuit.

7 **VI. Claims.**

8 **Count 1: Violations of Washington's Commercial Electronic Mail Act**

9 **(By Plaintiff and the Class)**

10 56. Plaintiff incorporates the facts alleged above.

11 57. Plaintiff brings this cause of action on behalf of herself and members of the Class.

12 58. SelectBlinds is a "person" under CEMA. RCW 19.190.010(11).

13 59. As alleged in detail above, SelectBlinds violated CEMA by initiating the transmission of
14 commercial electronic mail messages that contained false or misleading information in the subject line to
15 Plaintiff's and Class members' electronic mail addresses.

16 60. Defendant sent these emails to Plaintiff and Class members for the purpose of
17 promoting SelectBlinds's Products for sale.

18 61. Defendant knew or had reason to know that it transmitted such emails to email
19 addresses held by Washington residents, including Plaintiff.

20 62. Defendant's acts and omissions violated RCW 19.190.020(1)(b).

21 63. Defendant's acts and omissions injured Plaintiff and Class members.

22 64. The balance of equities favors the entry of permanent injunctive relief against
23 Defendant. Plaintiff, the members of the Class, and the general public will be irreparably harmed absent
24 the entry of permanent injunctive relief against Defendant. A permanent injunction against Defendant is
25 in the public interest. Defendant's unlawful behavior is ongoing as of the date of the filing of this
26 pleading, so without the entry of a permanent injunction, Defendant's unlawful behavior will not cease
27 and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

1 65. Plaintiff and Class members are therefore entitled to injunctive relief in the form of an
2 order enjoining further violations of RCW 19.190.020(1)(b).

3 **Count 2: Violations of the Washington Consumer Protection Act**

4 **(By Plaintiff and the Class)**

5 66. Plaintiff incorporates the facts alleged above.

6 67. Plaintiff brings this cause of action on behalf of herself and members of the Class.

7 68. Plaintiff and Class members are “persons” within the meaning of the CPA. RCW
8 19.86.010(1).

9 69. As alleged in detail above, Defendant violated CEMA by initiating the transmission of
10 commercial electronic mail messages to Plaintiff and Class members that contained false or misleading
11 information in the subject line.

12 70. A violation of CEMA is a per se violation of the CPA. RCW 19.190.030(1)(b).

13 71. A violation of CEMA establishes all elements of the CPA as a matter of law.

14 72. As alleged in detail above, Defendant’s transmission of commercial electronic mail
15 messages to Plaintiff and Class members that contained false or misleading information in the subject
16 line also violates the CPA because it constitutes unfair or deceptive practices that occur in trade or
17 commerce.

18 **Unfair Acts or Practices**

19 73. As alleged in detail above, Defendant committed “unfair” acts by falsely stating in email
20 subject lines that it was offering a discount off the regular prices of its Products, and that the discount
21 was time-limited, when this was not accurate.

22 74. The harm to Plaintiff and the Class greatly outweighs the public utility of Defendant’s
23 conduct. There is no public utility to misrepresenting whether Products are discounted and
24 misrepresenting the duration of sales. Plaintiff’s and the Class’s injury was not outweighed by any
25 countervailing benefits to consumers or competition. Misleading consumers only injures healthy
26 competition and harms consumers.

1 Deceptive Acts or Practices

2 75. As alleged in detail above, Defendant’s representations in email subject lines that its
3 Products were on sale for a limited time and that the customers could receive the advertised discounts
4 only in that limited time are deceptive.

5 76. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and other
6 reasonable recipients. Defendant knew, or should have known through the exercise of reasonable care,
7 that these statements were inaccurate and misleading.

8 77. Defendant’s unfair or deceptive acts or practices vitally affect the public interest and thus
9 impact the public interest for purposes of applying the CPA. RCW 19.190.030(3); RCW 19.190.100.

10 78. Defendant’s acts and omissions caused injury to Plaintiff and Class members. In
11 addition, violations of CEMA establish the injury and causation elements of a CPA claim as a matter of
12 law.

13 79. Under the CPA, “[p]rivate rights of action may ... be maintained for recovery of actual
14 damages, costs, and a reasonable attorney’s fee. A private plaintiff may be eligible for treble damages,”
15 and “may obtain injunctive relief, even if the injunction would not directly affect the individual’s own
16 rights.” Washington Pattern Jury Instructions Civil No. 310.00 (Consumer Protection Act—
17 Introduction) (internal citations omitted); RCW 19.86.090.

18 80. Under the CPA, Plaintiff and Class members are entitled to seek, and do seek, the
19 greater of actual damages and statutory damages of \$500 per email that violates CEMA. In addition,
20 Plaintiff and Class members seek treble damages, which are permitted under the CPA, including for
21 CEMA violations. Plaintiff seeks treble damages to further Plaintiff’s and Class members’ financial
22 rehabilitation, encourage citizens to bring CPA actions, deter Defendant and other persons from
23 committing CEMA violations, and punish Defendant for its false and misleading advertising practices.

24 81. Plaintiff and Class members are also entitled to, and seek, injunctive relief prohibiting
25 Defendant’s further violations of the CPA.

26 **VII. Jury Demand.**

27 82. Plaintiff demands the right to a jury trial on all claims so triable.

1 **VIII. Prayer for Relief.**

2 83. Plaintiff seeks the following relief for herself and the proposed Class:

- 3 • An order certifying the asserted claims, or issues raised, as a class action;
- 4 • A judgment in favor of Plaintiff and the proposed Class;
- 5 • The greater of actual or statutory damages, treble damages, and punitive damages where
- 6 applicable;
- 7 • Pre- and post-judgment interest;
- 8 • An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- 9 • Reasonable attorneys' fees and costs, as allowed by law;
- 10 • Any additional relief that the Court deems reasonable and just.

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13 Dated: March 10, 2026

Respectfully submitted,

14 By: /s/ Cody Hoesly

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