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CASE #: 25-2-29841-8 SEA

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

JAQUELINE JESSE, on her own behalf and
on behalf of others similarly situated,

Plaintiff,

v.

TRUE RELIGION APPAREL, INC. and
TRUE RELIGION SALES, LLC,

Defendant.

Case No.:

CLASS ACTION COMPLAINT FOR
VIOLATION OF THE CONSUMER
PROTECTION ACT, RCW 19.86, AND
THE COMMERCIAL ELECTRONIC
MAIL ACT, RCW 19.190

DEMAND FOR TRIAL BY JURY

I. NATURE OF THE ACTION

1. This is a class action against True Religion Apparel, Inc. and True Religion Sales, LLC (“True Religion” or “Defendant”) for illegally sending false and misleading emails. True Religion uses different types of false and misleading information in email subject lines to trick consumers into opening their email and making purchases. For example, the subject line will claim: “\$14.99 Styles End at MIDNIGHT .

But the next day, True Religion sends emails stating the sale has been “EXTENDED.” Both email subject lines are false and misleading: True Religion never intended to only offer the sale until midnight and planned for it to be offered for a longer period of time. True Religion has a pattern and practice of advertising fake sale deadlines, followed by pre-planned extensions.

2. True Religion sends these emails with false and misleading subject lines to create the illusion of a good deal and impart a sense of urgency and induce fear in consumers that they

1 might miss out on that good deal, spurring consumers to make purchases in a hurry and thereby
2 increasing True Religion's sales revenue.

3 3. True Religion also uses its illusory "sales" and pre-planned extensions as an excuse
4 to send consumers additional emails purporting to notify them that a sale is being offered, is
5 ending, or that a sale has been extended. This practice causes consumers' inboxes to become
6 inflated with spam.

7 4. True Religion's practice of sending serial emails about illusory sales with
8 imaginary time limits and fake extensions violates the Washington Commercial Electronic Mail
9 Act ("CEMA"), RCW 19.190, and the Washington Consumer Protection Act ("CPA"), RCW
10 19.86.

11 5. By sending emails with false and misleading information in the subject lines to
12 Plaintiff and the Class (defined below), True Religion clogs emails inboxes with false information
13 and violates Plaintiff's and Class members' right to be free from deceptive commercial e-mails.

14 6. Plaintiff brings this action as a class action on behalf of persons residing in
15 Washington who also received True Religion's false and misleading emails. Plaintiff's requested
16 relief includes an injunction to end these practices, an award to Plaintiff and Class members of
17 statutory and exemplary damages for each illegal email, and an award of attorneys' fees and costs.

18 II. PARTIES

19 7. Plaintiff Jaqueline Jesse is a citizen of Washington State, residing in King County,
20 Washington.

21 8. Defendant True Religion Apparel, Inc. is a California corporation with its principal
22 place of business at 500 W 190th St. #300, Gardena, California. True Religion engages in
23 substantial business activities in Washington, including by selling and delivering products to
24 Washington consumers from its website, maintaining a brick-and-mortar store in Tulalip,
25 Washington, and sending the marketing emails at issue in this Complaint to consumers throughout
26 Washington.

9. True Religion Sales, LLC is a subsidiary of True Religion Apparel, Inc. and is registered to do business in Washington.

III. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this civil action under, without limitation, Section 6 of Article IV of the Washington State Constitution (Superior Court jurisdiction, generally), RCW 19.86.090 (Superior Court jurisdiction over Consumer Protection Act claims) and RCW 19.190.090 (Superior Court jurisdiction over Commercial Electronic Mail Act claims).

11. This Court has personal jurisdiction over True Religion under RCW 4.28.185. This Court may exercise personal jurisdiction over out-of-state corporation True Religion because the claims alleged in this civil action arose from, without limitation, True Religion's purposeful transmission of electronic mail messages to consumers residing within the State of Washington. In addition, True Religion intended, knew, or is chargeable with the knowledge that its out-of-state actions would have a consequence within Washington.

12. This Court also has personal jurisdiction over True Religion under RCW 19.86.160. For example, True Religion engaged and is continuing to engage in conduct in violation of RCW 19.86 which has had and continues to have an impact in Washington.

13. Venue is proper in King County Superior Court because, at all relevant times, Plaintiff Jesse has resided in King County and received the alleged false and misleading emails while residing in this County. RCW 4.12.020. Venue is also proper because True Religion has transacted business in King County, including without limitation by sending the marketing emails alleged herein to residents of King County and conducting substantial business with residents in King County. RCW 4.12.025.

IV. LEGAL FRAMEWORK

14. Washington’s Commercial Electronic Mail Act (“CEMA”) regulates deceptive email marketing.

15. CEMA prohibits sending an email advertisement to a Washington resident that “[c]ontains false or misleading information in the subject line.” RCW 19.190.020(1)(b). A violation of this prohibition is an unfair or deceptive act that occurs in trade or commerce and violates the public interest under the Consumer Protection Act (“CPA”). RCW 19.190.030(3).

16. “CEMA’s prohibition on sending commercial e-mails with false or misleading subject lines . . . creates a substantive right to be free from deceptive commercial e-mails.” *Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1011 (W.D. Wash. 2019) (holding that the plaintiff sufficiently pleaded concrete injury-in-fact for alleged CEMA violations based on her receipt of marketing emails from the defendant containing allegedly false “xx% off” statements in the subject line). Washington courts have held that “[t]he harms resulting from deceptive commercial e-mails resemble the type of harms remedied by nuisance or fraud actions.” *Id.* at 1008.

17. An injury occurs anytime a commercial e-mail is transmitted that contains false or misleading information in the subject line. *Id.* at 1011.

18. Under CEMA, it is irrelevant whether misleading commercial e-mails were solicited. *Id.*

19. CEMA creates a private right of action for injunctive relief for people who receive commercial emails with subject lines containing false or misleading information. RCW 19.190.090(1). A plaintiff who successfully alleges and proves such a violation may obtain, among other things, an injunction against the person who initiated the transmission. RCW 19.190.090(1). *Wright v. Lyft, Inc.*, 189 Wn.2d 718, 728 n.3 (2017) (“we note that a plaintiff may bring an action to enjoin any CEMA violation.”).

20. It is a violation of the CPA (RCW 19.86 *et seq.*) to send or conspire with another person to send an email that contains false or misleading information in the subject line. RCW 19.190.030(1); *see also* RCW 19.190.030(2) (providing “that the practices covered by this chapter are matters vitally affecting the public interest for the purpose of applying the consumer protection act, chapter 19.86 RCW.”) The Legislature declared that “[a] violation of [section 030] is not

1 reasonable in relation to the development and preservation of business and is an unfair or deceptive
 2 act in trade or commerce and an unfair method of competition for the purpose of applying the
 3 consumer protection act, chapter 19.86 RCW.” RCW 19.190.030(3).

4 21. Damages for a violation of the prohibition on sending an email with false or
 5 misleading information in the subject line are \$500 or actual damages, whichever is greater. RCW
 6 19.190.040.

7 22. To establish a violation of Washington’s CPA, a claimant must establish five
 8 elements: (1) an unfair or deceptive act or practice, (2) in trade or commerce, (3) that affects the
 9 public interest, (4) injury to plaintiff’s business or property, and (5) causation. *Hangman Ridge*
 10 *Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 719 P.2d 531, 533 (1986). Washington and
 11 federal courts have held that a plaintiff states a CPA claim solely by alleging a violation of the
 12 CEMA. *See State v. Heckel*, 143 Wn.2d 824, 24 P.3d 404, 407 (2001) (“RCW 19.190.030 makes
 13 a violation of [CEMA] a per se violation of the [CPA].”). Indeed, by alleging a CEMA violation
 14 of RCW 19.190.020, a plaintiff alleges all five elements of a CPA violation. *See Gordon v.*
 15 *Virtumundo, Inc.*, 575 F.3d 1040, 1065 (9th Cir. 2009) (citing *Hangman Ridge*, 719 P.2d at 535–
 16 37); *Wright*, 406 P.3d at 1155 (“We conclude that RCW 19.190.040 establishes the injury and
 17 causation elements of a CPA claim as a matter of law.”).

18 V. FACTUAL ALLEGATIONS

19 A. True Religion initiates (or conspires to initiate) the transmission of commercial 20 emails with false or misleading subject lines.

21 23. True Religion has initiated (or conspired with its marketing companies to initiate)
 22 the transmission of dozens of commercial electronic mail messages with false or misleading
 23 subject lines to Plaintiff and the Class. The emails were electronic mail messages, in that they were
 24 each an electronic message sent to an electronic mail address; the emails from True Religion also
 25 referred to an internet domain, whether or not displayed, to which an electronic mail message can
 26 or could be sent or delivered.

1 24. True Religion sent the emails for the purpose of promoting its goods for sale.

2 25. The emails were sent at True Religion's direction and were approved by True
3 Religion.

4 26. True Religion uses sales that are purportedly limited in nature to send more emails
5 to consumers than it otherwise might. True Religion commonly sends three marketing emails every
6 day, and sometimes sends up to *five per day*, many of them advertising sales that are purportedly
7 ending or being extended. For example, True Religion will send emails (i) when a limited time
8 sale starts, (ii) while the sale is ongoing, (iii) when the sale is close to ending, (iv) when the sale is
9 (purportedly) in its final hours, and (v) when the sale has been "extended" or renewed. When
10 several emails contain the same false and misleading information, the emails clog up inboxes with
11 spam and waste limited data space.

12 27. True Religion violates CEMA because many of the statements in the email subject
13 lines that are intended to seduce consumers into opening the email and/or making a purchase are
14 false and misleading on several fronts. There are numerous examples of True Religion emails that
15 can be shown to have false and misleading information in the subject lines. While there are too
16 many examples to include them all here, the facts alleged below show the types of false and
17 misleading email subject lines True Religion routinely deploys.

18 1. **True Religion sends emails advertising in subject lines that a sale is**
19 **"extended," but True Religion always planned to continue the sale during the**
purported "extension."

20 28. True Religion misrepresents how long it is offering a sale by sending emails with
21 subject lines stating that a sale has been "extended." True Religion often sends these emails
22 following long holiday weekends when consumers are back at their computers or on their phones
23 after a weekend of activity. However, discovery will show that True Religion employees did not
24 gather at the end of the planned sale and determine that the sale should be extended. Instead, the
25 sale was always planned to continue, and the advertised "extension" is fake.

26 29. For example, True Religion "extended" its 70% off Labor Day sale in 2025.

30. Specifically, on August 26, 2025, True Religion sent Plaintiff an email with the subject line advertising “70% OFF LABOR DAY SAVINGS 🤩.”

31. From August 26, 2025 to August 30, 2025 True Religion emailed Plaintiff eight times advertising its 70% off sale with email subject lines such as “YOU DESERVE 70% OFF 🍌” and “CHEERS TO FRIDAY AND UP TO 70% OFF.”

32. On August 31, 2025, True Religion sent two emails warning that the 70% off sale was ending the next day with the following email subject lines: “70% OFF SWEATS ENDS TOMORROW!!” and “70% off denim ends tomorrow 🕒.”

33. On September 1, 2025 True Religion sent two additional emails stating “70% off denim ends tonight 🕒” and “FINAL HOURS 🕒 70% OFF SITEWIDE.”

34. However, on September 2, 2025 after the sale was supposed to have ended, True Religion sent an email advertising “SURPRISE! 70% OFF EXTENDED 🎉.”

35. True Religion’s August 31, September 1, and September 2, 2025 emails are false and misleading because True Religion never intended to only offer the sale until September 1, 2025 and planned for it to be offered for a longer period of time.

36. As another example, True Religion sent the following emails to Plaintiff:

Date Sent	Email Subject Line
08/18/2025	TIME’S TICKING For \$14.99 STYLES 🕒
08/19/2025	\$14.99 Styles End at MIDNIGHT 🕒
08/19/2025	FINAL HOURS !! \$14.99 STYLES
08/20/2025	EXTENDED 🤩 Styles as LOW as \$14.99
08/20/2025	FLASH SALE EXTENDED: TODAY ONLY !!
08/20/2025	\$14.99 STYLES ENDS TONIGHT 🕒

37. The subject lines of the emails True Religion sent on August 19, 2025, stating “\$14.99 Styles End at MIDNIGHT 🚫” and “FINAL HOURS !! \$14.99 STYLES” were false and misleading because the \$14.99 sale was not going to “End at MIDNIGHT” and was not in its “FINAL HOURS.”

38. The subject lines of the emails True Religion sent on August 20, 2025, stating “EXTENDED 🍀 Styles as LOW as \$14.99” and “FLASH SALE EXTENDED: TODAY ONLY!!” were false and misleading because, as discovery will show, True Religion had long planned to offer the sale after August 19, 2025.

39. In fact, the sale was offered through at least August 20, 2025.

2. True Religion sends numerous other types of emails with false and misleading subject lines, including emails advertising “early access” to sales, emails falsely stating that ongoing sales are “starting now” and emails falsely stating sales are ending when they are not.

40. True Religion not only sends emails with subject lines misrepresenting when sales will end—it also sends email with subject lines misrepresenting the start of the sales, by sending emails stating that it is offering “early access” to a sale. But there is nothing “early” about True Religion’s “early access” sales. Discovery will show that the “early” access was offered to all consumers receiving True Religion emails and that True Religion always planned to start the sale for everyone on that date.

41. True Religion further misrepresents the start dates of sales by claiming in email subject lines that ongoing sales are new or “starting now.” The email subject lines deceive recipients into believing that there is a new deal being offered when, in fact, there is none.

42. True Religion’s email subject lines frequently advertise the limited nature of sales and discounts, when in fact the sales do not end when stated or the same discounts continue to be offered after the purported sale ends.

3. True Religion’s false and misleading subject lines harm consumers.

43. Research has shown that emails that convey a sense of urgency in email subject

lines (e.g., “Last Chance,” “Time Is Running Out”), have higher open rates than emails without such subject lines.¹ By stating that a sale is only on for a limited time or that it is the sale’s “last call,” True Religion suggests an offer’s rarity or urgency, stimulating consumers’ desire to get the deal before it’s gone while simultaneously inducing fear of missing a good buy. But the urgency conveyed by True Religion’s email subject lines is false, and thus consumers are being seduced into opening emails that they would have deleted or ignored if the subject lines had been truthful.

44. The potential for such statements to be false and misleading has also been recognized by the Federal Trade Commission, which directs that sellers should not “make a ‘limited’ offer which, in fact, is not limited.” 16 C.F.R. § 233.5.

45. Similarly, Washington State has for decades prohibited retailers from advertising “going out of business” sales unless the retailer has taken certain steps to wind up the business. *See* RCW 19.178 *et seq.*

B. True Religion Sends Commercial Emails to Consumers Whom It Knows, Or Has Reason to Know, Reside In Washington.

46. True Religion sent the misleading commercial emails to email addresses that True Religion knew, or had reason to know, belonged to Washington residents, either because (i) True Religion had a physical Washington address that was associated with the recipient; (ii) True Religion had access to data regarding the recipient indicating that they were in Washington; and/or (iii) information was available to True Religion upon request from the registrant of the internet domain name contained in the recipient’s electronic mail address.

¹ *See* The Ultimate 2023 Email Marketing Stats List, <https://codecrew.us/email-marketing-stats-you-need-to-know-the-ultimate-list/> (“subject lines with a sense of urgency (BUY NOW, HURRY) have a 22% open rate. That’s quite a bit higher than normal.”); Urgency Emails: An All-Inclusive Guide For Marketers To Drive Maximum Conversions, <https://email.uplers.com/blog/complete-guide-to-urgency-emails/>; Email Subject Line Tips That Guarantee High Open Rates, <https://www.loginradius.com/blog/growth/email-subject-line-tips-for-high-open-rates/> (“subject lines displaying exclusivity and urgency increases open rates up to 22%”).

1 47. First, for any person that orders products from True Religion, True Religion
2 associates that person with a billing address and shipping address.

3 48. Second, True Religion offers consumers financing options with certain financial
4 partners. Consumers who apply or sign up for such financing must provide additional identifying
5 information, such as an address, to True Religion.

6 49. Third, discovery will show that True Religion employs methods to track the
7 effectiveness of its marketing emails and to identify consumers that click on links contained in
8 True Religion's social medial advertising and marketing emails, including by identifying their
9 physical location. For example, discovery will also show that True Religion gathers information
10 such as geocoordinates and IP addresses from individuals who click on links in True Religion
11 commercial emails, and that True Religion can use such information to determine whether the
12 recipient is in Washington.

13 50. Fourth, True Religion also utilizes cookies, pixels, and other online tracking
14 technologies to identify and locate the consumers who click on links contained in True Religion's
15 marketing emails and visit its website. For example, True Religion has installed the Meta Pixel on
16 its website, which identifies website visitors and can identify specific Facebook and Instagram
17 users who visit the True Religion website—information that can be associated with the data
18 collected by Meta on where consumers reside. True Religion also employs tracking technologies
19 provided by other companies, such as Google, Inc., that may be able to locate consumers in the
20 state of Washington.

21 51. Lastly, True Religion also knew, should have known, or had reason to know that it
22 sends marketing emails to Washington residents due to its presence in the state and the volume of
23 marketing emails it sends to people around the country. *See Heckel*, 122 Wn. App. at 6 (holding
24 as a matter of law that a defendant had a reason to know that he sent emails to Washington residents
25 by sending over 100,000 emails a week to people around the country).

52. Discovery will show that, at the time it sent the emails with false and misleading subject lines, True Religion had access to the data described above regarding the location of consumers in Washington to whom it sent the emails.

C. Defendant initiated (or conspired to initiate) the transmission of illegal emails to Plaintiff.

53. At all times relevant to this Complaint, Plaintiff resided in Washington State.

54. Plaintiff receives emails from True Religion at a hotmail.com email address. Plaintiff has received hundreds of emails from True Religion since at least 2022.

55. True Religion knows, or has reason to know, that Plaintiff's email address is held by a Washington resident. Plaintiff has visited the True Religion website while logged into her Facebook and Instagram accounts from her electronic devices located in Washington. Plaintiff has interacted with True Religion's Instagram account and clicked on links contained in the Instagram account that link to True Religion's website.

56. True Religion sent emails with false and misleading subject lines to Plaintiff for the purpose of promoting True Religion's goods for sale.

57. True Religion initiated the transmission or conspired to initiate the transmission of these commercial electronic mail messages to Plaintiff.

58. Plaintiff does not want to receive emails with false and misleading subject lines from True Religion, though she would like to continue receiving truthful information from True Religion regarding its products. However, due to True Religion's conduct, Plaintiff cannot tell based on True Religion's email subject lines, many of which are false or misleading, which True Religion emails she actually wants to open.

VI. CLASS ACTION ALLEGATIONS

59. Class Definition. Plaintiff brings this case as a class action under Civil Rule 23(b)(3), on behalf of a Class defined as:

1 All persons² who, while a Washington resident, received an email
 2 from or at the behest of True Religion that contained a subject line
 3 stating that (1) a sale, discount, price, or other offer is being
 4 extended, when True Religion planned to offer the sale, discount,
 5 price, or other offer through the extension period advertised; (2) the
 6 customer is being granted “early” access, but in fact the sale was
 7 accessible to everyone at the same time; (3) a sale, discount, price
 8 or other offer is starting but it had in fact already been on offer; or
 9 (4) a sale, discount, price, or other offer is time limited or ending
 10 when True Religion continued to offer the sale, discount, price, or
 11 other offer for a longer period of time.

12 Excluded from the Class are True Religion, any entity in which True Religion has a
 13 controlling interest or that has a controlling interest in True Religion, and True Religion’s legal
 14 representatives, assignees, and successors. Also excluded are the judge to whom this case is
 15 assigned and any member of the judge’s immediate family.

16 60. Numerosity. The Class is so numerous that joinder of all members is impracticable.
 17 The Class has more than 100 members. Moreover, the disposition of the claims of the Class in a
 18 single action will provide substantial benefits to all parties and the Court.

19 61. Commonality. There are numerous questions of law and fact common to Plaintiff
 20 and members of the Class. The common questions of law and fact include, but are not limited to:

21 a. Whether True Religion sent commercial electronic mail messages with false
 22 and misleading information in the subject lines;

23 b. Whether True Religion initiated the transmission or conspired to initiate the
 24 transmission of commercial electronic mail messages to recipients residing in Washington State
 25 in violation of RCW 19.190.020;

26 _____
² As that term is defined in RCW 19.190.010(11) and RCW 19.86.010(a).

1 c. Whether a violation of RCW 19.190.020 establishes all the elements of a
2 claim under Washington's Consumer Protection Act, RCW 19.86 *et seq.*;

3 d. Whether Plaintiff and the proposed Class are entitled to an injunction
4 enjoining True Religion from sending the unlawful emails in the future; and

5 e. The nature and extent of Class-wide injury and damages.

6 62. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff's
7 claims, like the claims of the Class arise out of the same common course of conduct by True
8 Religion and are based on the same legal and remedial theories.

9 63. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
10 Plaintiff has retained competent and capable attorneys with significant experience in complex and
11 class action litigation, including consumer class actions and class actions involving violations of
12 CEMA. Plaintiff and her counsel are committed to prosecuting this action vigorously on behalf of
13 the Class and have the financial resources to do so. Neither Plaintiff nor her counsel have interests
14 that are contrary to or that conflict with those of the proposed Class.

15 64. Predominance. True Religion has a standard practice of initiating or conspiring to
16 initiate commercial electronic mail messages to email addresses of Washington State residents.
17 The common issues arising from this conduct predominate over any individual issues.
18 Adjudication of these issues in a single action has important and desirable advantages of judicial
19 economy.

20 65. Superiority. Plaintiff and members of the Class have been injured by True
21 Religion's unlawful conduct. Absent a class action, however, most Class members likely would
22 find the cost of litigating their claims prohibitive. Class treatment is superior to multiple individual
23 suits or piecemeal litigation because it conserves judicial resources, promotes consistency and
24 efficiency of adjudication, provides a forum for small claimants, and deters illegal activities. The
25 members of the Class are readily identifiable from True Religion's records and there will be no
26 significant difficulty in the management of this case as a class action.

66. Injunctive Relief. True Religion's conduct is uniform as to all members of the Class. True Religion has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or declaratory relief is appropriate with respect to the Class as a whole. Plaintiff further alleges, on information and belief, that the emails described in this Complaint are substantially likely to continue in the future if an injunction is not entered.

VII. CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

(Violations of Washington's Commercial Electronic Mail Act, RCW 19.190 *et seq.*)

67. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

68. Washington's CEMA prohibits any "person," as that term is defined in RCW 19.190.010(11), from initiating or conspiring to initiate the transmission of a commercial electronic mail message from a computer located in Washington or to an electronic mail address that the sender knows, or has reason to know, is held by a Washington resident that contains false or misleading information in the subject line.

69. True Religion is a "person" within the meaning of the CEMA, RCW 19.190.010(11).

70. True Religion initiated the transmission or conspired to initiate the transmission of one or more commercial electronic mail messages to Plaintiff and proposed Class members with false or misleading information in the subject line.

71. True Religion's acts and omissions violated RCW 19.190.020(1)(b).

72. True Religion's acts and omissions injured Plaintiff and proposed Class members.

73. The balance of the equities favors the entry of permanent injunctive relief against True Religion. Plaintiff, the members of the Class and the general public will be irreparably harmed absent the entry of permanent injunctive relief against True Religion. A permanent injunction against True Religion is in the public interest. True Religion's unlawful behavior is,

1 based on information and belief, ongoing as of the date of the filing of this pleading. Absent the
 2 entry of a permanent injunction, True Religion's unlawful behavior will not cease and, in the
 3 unlikely event that it voluntarily ceases, is likely to reoccur.

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

6 **SECOND CLAIM FOR RELIEF**
 7 **(*Per se* violation of Washington's Consumer Protection Act, RCW 19.86 *et seq.*)**

8 75. Plaintiff realleges and incorporates by reference each and every allegation set forth
 9 in the preceding paragraphs.

10 76. Plaintiff and Class members are "persons" within the meaning of the CPA, RCW
 11 19.86.010(1).

12 77. True Religion violated the CEMA by initiating or conspiring to initiate the
 13 transmission of commercial electronic mail messages to Plaintiff and Class members that contain
 14 false or misleading information in the subject line.

15 78. A violation of CEMA is a "per se" violation of the CPA, RCW 19.86.010, *et seq.*
 16 RCW 19.190.030.

17 79. A violation of the CEMA establishes all five elements of a CPA claim as a matter
 18 of law.

19 80. True Religion's violations of the CEMA are unfair or deceptive acts or practices
 20 that occur in trade or commerce under the CPA. RCW 19.190.100.

21 81. True Religion's unfair or deceptive acts or practices vitally affect the public interest
 22 and thus impact the public interest for purposes of applying the CPA. RCW 19.190.100.

23 82. Pursuant to RCW 19.19.040(1), damages to each recipient of a commercial
 24 electronic mail message sent in violation of the CEMA are the greater of \$500 for each such
 25 message or actual damages, which establishes the injury and causation elements of a CPA claim
 26 as a matter of law. *Lyft*, 406 P.3d at 1155.

83. True Religion engaged in a pattern and practice of violating the CEMA. As a result of True Religion's acts and omissions, Plaintiff and Class members have sustained damages, including \$500 in statutory damages for each email that violates the CEMA. The full amount of damages will be proven at trial. Plaintiff and Class members are entitled to recover treble damages, together with reasonable attorneys' fees and costs, under RCW 19.86.090.

84. Under the CPA, Plaintiff and members of the Class are also entitled to, and do seek, injunctive relief prohibiting True Religion from violating the CPA in the future.

VIII. REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on her own behalf and on behalf of the members of the Class, request judgment against True Religion as follows:

- A. That the Court certify the proposed Class;
- B. That the Court appoint Plaintiff as Class Representative;
- C. That the Court appoint the undersigned counsel as counsel for the Class;
- D. That the Court grant declaratory, equitable, and/or injunctive relief as permitted by law to ensure that True Religion will not continue to engage in the unlawful conduct described in this Complaint;
- E. That the Court enter a judgment awarding any other injunctive relief necessary to ensure True Religion's compliance with the CEMA;
- F. That True Religion be immediately restrained from altering, deleting or destroying any documents or records that could be used to identify members of the Class;
- G. That Plaintiff and all Class members be awarded statutory damages in the amount of \$500 for each violation of the CEMA, and treble damages under RCW 19.190.020(1)(b) and RCW 19.86.090;
- H. That the Court enter an order awarding Plaintiff reasonable attorneys' fees and costs; and

I. That Plaintiff and all Class members be granted other relief as is just and equitable under the circumstances.

IX. TRIAL BY JURY

Plaintiff demands a trial by jury for all issues so triable.

RESPECTFULLY SUBMITTED AND DATED this 9th day of October, 2025.

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