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KING COUNTY
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CASE #: 25-2-07593-1 SEA

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

TAMANA NURI, on her own behalf and on
behalf of others similarly situated,

Plaintiff,

v.

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

Defendant.

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: “⚡ 48-HOUR FLASH SALE ⚡” But at the end of the 48 hours, True Religion sends emails stating the “flash sale” has been “EXTENDED.” Both email subject lines are false and misleading: True Religion never intended to only offer the flash sale for 48 hours and planned for it to be offered for a longer period of time. True Religion has a pattern and practice of advertising fake sale extensions. As another example, the subject line will claim that a sale has “ONLY HOURS LEFT” only for True Religion to send an email shortly after announcing that the sale has been “EXTENDED.” Again, both email subject lines are false and misleading.

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

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

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

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

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

II. PARTIES

7. Plaintiff Tamana Nuri is a citizen of Washington State, residing in King County, Washington.

8. Defendant True Religion Apparel, Inc. is a California corporation with its principal place of business at 500 W 190th St. #300, Gardena, California. True Religion engages in substantial business activities in Washington, including by selling and delivering products to Washington consumers from its website, maintaining a brick-and-mortar store in Tulalip,

1 Washington, and sending the marketing emails at issue in this Complaint to consumers
2 throughout Washington.

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

5 **III. JURISDICTION AND VENUE**

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

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

17 12. This Court also has personal jurisdiction over True Religion under RCW 19.86.160.
18 For example, True Religion engaged and is continuing to engage in conduct in violation of RCW
19 19.86 which has had and continues to have an impact in Washington.

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

26

27

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

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

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

V. FACTUAL ALLEGATIONS

A. True Religion initiates (or conspires to initiate) the transmission of commercial e-mails with false or misleading subject lines.

23. True Religion has initiated (or conspired with its marketing companies to initiate) the transmission of dozens of commercial electronic mail messages with false or misleading subject lines to Plaintiff and the Class. The emails were electronic mail messages, in that they

1 were each an electronic message sent to an electronic mail address; the emails from True Religion
 2 also referred to an internet domain, whether or not displayed, to which an electronic mail
 3 message can or could be sent or delivered.

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

5 25. The emails were sent at True Religion's direction and were approved by True
 6 Religion.

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

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

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

24 28. True Religion misrepresents how long it is offering a sale by sending emails with
 25 subject lines stating that a sale has been "extended." True Religion often sends these emails
 26 following long holiday weekends when consumers are back at their computers or on their phones
 27 after a weekend of activity. However, discovery will show that True Religion employees did not

gather at the end of the planned sale and determine that the sale should be extended. Instead, the sale was always planned to continue, and the advertised “extension” is fake.

29. For example, True Religion “extended” its “Cyber Monday” sale in 2022, 2023, and 2024.

30. Specifically, on Wednesday, November 30, 2022, and Wednesday, November 29, 2023, True Religion sent Plaintiff emails with identical subject lines advertising “E-X-T-E-N-D-E-D! *70% OFF Sale 🤖”

31. And on Wednesday, December 4, 2024, True Religion sent Plaintiff an email with another nearly identical subject line, proclaiming “E-X-T-E-N-D-E-D! *70% OFF CYBER SALE 🤖”

32. The subject lines of the emails True Religion sent on the Wednesdays following Thanksgiving in 2022, 2023, and 2024 were false and misleading because the claimed “extensions” were not in fact extensions, but planned periods for an ongoing sale.

33. As another example, True Religion sent the following emails to Plaintiff advertising a Fourth of July sale in 2024:

DATE	EMAIL SUBJECT LINE
6/30/2024	70% OFF 🌟 4TH OF JULY EVENT
7/1/2024	70% OFF DENIM STARTS NOW ❤️❤️❤️
7/3/2024	🔪 70% OFF EVERYTHING AHEAD 🔪
7/4/2024	HURRY 🕒 70% OFF ENDS SOON
7/5/2024	ONE DAY LEFT 🕒 70% OFF SITEWIDE
7/5/2024	LAST DAY 🕒 70% OFF DENIM
7/6/2024	FINAL HOURS 🕒 70% OFF EVERYTHING
7/6/2024	EXTENDED 🌟 70% OFF SITEWIDE
7/7/2024	70% OFF + EXTRA 25% CODE INSIDE!
7/7/2024	70% OFF is ending soon 🤖
7/8/2024	🕒 70% OFF ENDS TOMORROW 🕒

34. The subject lines of the emails True Religion sent on Friday, July 5, 2024, stating “ONE DAY LEFT 🕒 70% OFF SITEWIDE” and “LAST DAY 🕒 70% OFF DENIM” were false and misleading because the 70% off sale was not in its “last day” and there was more than “one day left.”

35. The subject line of the email True Religion sent on Saturday, July 6, 2024, stating “EXTENDED 🌟 70% OFF SITEWIDE” was false and misleading because, as discovery will show, True Religion had long planned to offer the sale after the July 4th long weekend.

36. In fact, the sale was offered through at least Tuesday, July 9, 2024.

37. As another example, on October 21, 2022, True Religion sent an email to Plaintiff stating “\$39+ Sweats ENDS TONIGHT.” However, on October 22, 2022, Plaintiff received another email from True Religion advertising in the email subject line “SALE EXTENDED! \$39 Sweats.”

38. The subject lines of the emails sent on October 21, 2022, and October 22, 2022, were false and misleading because, as discovery will show, True Religion planned to offer the sale after October 21, 2022.

39. As another example, on November 11, 2022, True Religion sent an email to Plaintiff advertising “VETERANS DAY SALE ENDS SOON 🛎️.” However, on November 12, 2022, Plaintiff received another email from True Religion stating “EXTENDED us Veteran's Day Sale” in the email subject line.

40. The subject line of the email sent November 12, 2022, was false and misleading because, as discovery will show, True Religion planned to offer the sale after November 11, 2022.

2. True Religion sends emails with subject lines advertising “early access” to sales when the date is simply the planned start of a sale that everyone has access to.

41. 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.

42. For example, on March 23, 2023, True Religion sent Plaintiff an email stating in the subject line “⚠️ DON’T MISS EARLY ACCESS TO 75% OFF ⚠️.”

43. And on March 18, 2024, True Religion sent Plaintiff an email stating in the subject line “EARLY ACCESS TO SALE ON SALE 🔑”

44. The subject lines of the emails sent on March 23, 2023 and March 18, 2024 advertising “EARLY ACCESS” were false and misleading because there was nothing “early” about the sale being offered those days—it was offered to all email recipients and was always scheduled to start on that day.

3. True Religion sends emails with subject lines stating that a sale is “starting now” when the sale has been ongoing.

45. 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.

46. Consider the following email subject lines sent to Plaintiff by True Religion in February 2023:

DATE	EMAIL SUBJECT LINE
2/14/2023	EARLY ACCESS: PRESIDENTS’ DAY EVENT 🔑
2/15/2023	PRESIDENTS’ DAY EVENT STARTS NOW
2/16/2023	STARTS NOW 🤖 Presidents' Day Sale
2/16/2023	PRESIDENTS' DAY WEEKEND: SALE AHEAD
2/22/2023	PRESIDENTS DAY SALE EXTENDED us

47. The subject lines of the emails sent on February 15, 2023 and February 16, 2023 advertising that the Presidents’ Day sale “STARTS NOW” were false and misleading because the sale had started on February 14, 2023.

48. Further, the subject line of the email sent on February 22, 2023, was false and misleading because, as discovery will show, True Religion planned to offer the sale through February 22, 2023.

49. As another example, as alleged in paragraph 33 above, Plaintiff received an email from True Religion on July 1, 2024 claiming “70% OFF DENIM STARTS NOW ❤️❤️❤️”

50. The July 1, 2024 email subject line was false and misleading because the 70% off sale had started the day before, on June 30, 2024.

4. True Religion sends emails with a subject line stating that a sale is ending when it is not.

51. 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 continued to be offered after the purported sale ends.










52. 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 its 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.

53. 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.

54. 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.*

55. Consider, as an example, the below chain of emails sent by True Religion to Plaintiff in August 2023:

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%").








DATE	EMAIL SUBJECT LINE
8/14/2023	 2 Days Only: \$19.99 Active 
8/15/2023	 \$19.99 Active Ends TOMORROW 
8/15/2023	 ENDS AT MIDNIGHT: \$19.99 Active 
8/16/2023	\$19.99 Active 'Til Midnight 
8/16/2023	FLASH SALE EXTENDED: TODAY ONLY
8/17/2023	 FINAL HOURS: \$19.99 Active 

56. The subject line of the email True Religion sent on August 14, 2023 advertising a sale that lasts “2 Days Only” is false and misleading because True Religion offered the sale for more than 48 hours.

57. The subject lines of the emails True Religion sent on August 15, 2023, and August 16, 2023, advertising that the sale “Ends TOMORROW” and ends at midnight were false and misleading because the sale did not end the next day or at midnight.

58. The subject line of the email True Religion sent on August 16, 2023, stating that the sale had been “EXTENDED” was false and misleading because, as discovery will show, True Religion planned to offer the sale for more than 48 hours.







59. Consider further the below chain of emails sent by True Religion to Plaintiff in March 2023:

DATE	EMAIL SUBJECT LINE
3/26/2023	 75% OFF: ORDER BY TOMORROW 
3/27/2023	 75% OFF: ORDER TODAY 
3/28/2023	 75% OFF: ONLY HOURS LEFT 
3/28/2023	75% OFF EXTENDED  LAST CHANCE

60. The subject lines of the emails True Religion sent on March 26, March 27, and March 28, 2023, were false and misleading because they state that the 75% discount must be claimed “BY TOMORROW,” “ORDER TODAY,” “ONLY HOURS LEFT.” However, True Religion “extended” the sale beyond the stated expiration.

61. The subject line of the email sent on March 28, 2023, is false and misleading because, as discovery will show, True Religion planned to offer the sale after March 28, 2023.

62. As another example, consider the following emails True Religion sent to Plaintiff in 2022 regarding its Cyber Monday sale.

DATE	EMAIL SUBJECT LINE
11/28/2022	70% Off + 100s of new markdowns!
11/29/2022	 CYBER MADNESS  Your *70% OFF offer confirmed
11/29/2022	 FEW HOURS LEFT *70% OFF expiring soon
11/30/2022	 6 HOURS LEFT: 70% OFF + EXTRA 20% OFF
11/30/2022	FINAL REMINDER: LAST CALL FOR CYBER DEALS
11/30/2022	E-X-T-E-N-D-E-D! *70% OFF Sale 
11/30/2022	Cyber Savings: ENDS SOON 
11/30/2022	HOURS LEFT TO SAVE 70%*
12/1/2022	The 70% Off* Holiday Sale Starts NOW

63. The subject lines of the emails advertising the claimed end of the “70% off” sale sent on November 29, 2022 (“FEW HOURS LEFT”) and November 30, 2022 (“6 HOURS LEFT,” “FINAL REMINDER,” and “HOURS LEFT”), were false and misleading because the 70% off sale continued on December 1, 2022.

64. Further, the subject lines of the emails advertising an “extension” on November 30, 2022, and a purported new sale “starting now” on December 1, 2022, were also false and misleading because the sale had been planned to go on past November 30 and was already ongoing as of December 1.

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

65. 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; 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.

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

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

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

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

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

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

27

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

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

73. Plaintiff receives emails from True Religion at a yahoo.com email address. Plaintiff has received over 3,000 emails from True Religion since 2020.

74. 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 from her electronic devices located in Washington, and has clicked on links contained in True Religion emails on her phone while in Washington, and from her computer, which was registered to an IP address in Washington at all relevant times. Plaintiff has further completed at least one purchase from the True Religion website and provided a Washington address at checkout that is associated with her email address by True Religion.

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

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

77. 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 email subject lines, many of which are false or misleading, which True Religion emails she actually wants to open.

VI. CLASS ACTION ALLEGATIONS

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

All persons² who, while a Washington resident, received an email
from or at the behest of True Religion that contained a subject line

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

1 stating that (1) a sale, discount, price, or other offer is being
 2 extended, when True Religion planned to offer the sale, discount,
 3 price, or other offer through the extension period advertised; (2)
 4 the consumer is being granted “early” access, but in fact the sale
 5 was accessible to everyone at the same time; (3) a sale, discount,
 6 price, or other offer is starting but it had in fact already been on
 7 offer; or (4) a sale, discount, price, or other offer is time limited or
 8 ending when True Religion continued to offer the sale, discount,
 9 price, or other offer for a longer period of time.

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

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

17 80. Commonality. There are numerous questions of law and fact common to Plaintiff
 18 and members of the Class. The common questions of law and fact include, but are not limited to:

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

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

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

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

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

2 81. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff's claims,
3 like the claims of the Class arise out of the same common course of conduct by True Religion and
4 are based on the same legal and remedial theories.

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

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

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

23 85. Injunctive Relief. True Religion's conduct is uniform as to all members of the Class.
24 True Religion has acted or refused to act on grounds that apply generally to the Class, so that
25 final injunctive relief or declaratory relief is appropriate with respect to the Class as a whole.
26 Plaintiff further alleges, on information and belief, that the emails described in this Complaint
27 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.*)

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

87. 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.

88. True Religion is a “person” within the meaning of the CEMA, RCW 19.190.010(11).

89. 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.

90. True Religion’s acts and omissions violated RCW 19.190.020(1)(b).

91. True Religion’s acts and omissions injured Plaintiff and proposed Class members.

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

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

SECOND CLAIM FOR RELIEF

(*Per se* violation of Washington’s Consumer Protection Act, RCW 19.86 et seq.)

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

95. Plaintiff and Class members are “persons” within the meaning of the CPA, RCW 19.86.010(1).

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

97. A violation of CEMA is a “per se” violation of the Washington Consumer Protection Act (“CPA”), RCW 19.86.010, et seq. RCW 19.190.030.

98. A violation of the CEMA establishes all five elements of Washington’s Consumer Protection Act as a matter of law.

99. True Religion’s violations of the CEMA are unfair or deceptive acts or practices that occur in trade or commerce under the CPA. RCW 19.190.100.

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

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

102. 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.

103. 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 should 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's 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.

1 RESPECTFULLY SUBMITTED AND DATED this 7th day of March, 2025.

2 TERRELL MARSHALL LAW GROUP PLLC

3 By: /s/ Beth E. Terrell

4 Beth E. Terrell, WSBA #26759

5 Email: bterrell@terrellmarshall.com

6 By: /s/ Jennifer Rust Murray

7 Jennifer Rust Murray, WSBA #36983

8 Email: jmurray@terrellmarshall.com

9 By: /s/ Blythe H. Chandler

10 Blythe H. Chandler, WSBA No. 43387

11 Email: bchandler@terrellmarshall.com

12 936 North 34th Street, Suite 300

13 Seattle, Washington 98103

14 Telephone: (206) 816-6603

15 Facsimile: (206) 319-5450

16 Sophia M. Rios, *Pro Hac Vice Forthcoming*

17 Email: srios@bm.net

18 E. Michelle Drake, *Pro Hac Vice Forthcoming*

19 Email: emdrake@bm.net

20 8241 La Mesa Blvd., Suite A

21 La Mesa, CA 91942

22 Telephone: (619) 489-0300

23 Facsimile: (215) 875-4604

24 *Attorneys for Plaintiff*