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CASE #: 25-2-19436-1 SEA

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

MARC JERDE, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

BYLT, LLC, a California Company,

Defendant.

Case No.:

**CLASS ACTION COMPLAINT FOR  
DAMAGES**

1 Plaintiff Marc Jerde ("Plaintiff"), by and through Plaintiff's undersigned attorneys and on  
2 behalf of Plaintiff and all others similarly situated is informed and believes, and thereon alleges as  
3 follows:

4 **NATURE OF THE ACTION**

5 1. This is a class action pursuant to Wash. Super. Ct. Civ. R. 23 against Defendant  
6 BYLT, LLC, a California Company ("BYLT" or "Defendant") for violations of the Washington  
7 Consumer Electronic Mail, RCW § 19.190.020(1)(b) Act ("CEMA"), and Washington's Consumer  
8 Protection Act, RCW §§ 19.86.010, *et seq.* ("CPA").

9 2. Defendant advertises and sells clothing, shoes, and accessories through its retail  
10 stores and online, including in the State of Washington.

11 3. When a customer signs up for Defendant's mailing list or purchases clothes from  
12 Defendant online, they begin to receive emails from Defendant. These emails are designed to  
13 appeal to customers so they will purchase more from Defendant, thus driving money and interest  
14 to Defendant.

15 4. BYLT takes this opportunity to mislead its customers via the subject lines of emails,  
16 particularly regarding the timing of sales. BYLT often emails customers, including Plaintiff,  
17 regarding a sale that it says is time limited (i.e., "ENDS TODAY" or "Final Hours") in the subject  
18 line, in an attempt to utilize the ephemeral nature of the sale to drive consumer interest in  
19 purchasing products. However, the sales are either not, in fact, time limited, or are not time limited  
20 to the extent BYLT says it is.

21 5. For example, BYLT will tout that a sale ends on a certain day in a subject line, but  
22 after it purportedly has expired, sends another email saying that the sale has been "extended", thus  
23 making the initial subject line misleading as the sale is still ongoing.

24 6. This conduct violates CEMA, which outlaws sending commercial emails that  
25 contain false or misleading information in their subject lines. A violation of CEMA is also a per  
26 se violation of the CPA.

1           7. Plaintiff, who received emails from BYLT in the state of Washington, was deceived  
2 by Defendant's unlawful conduct and brings this action on her own behalf and on behalf of  
3 Washington consumers to remedy Defendant's unlawful acts.

4                                   **JURISDICTION & VENUE**

5           8. This Court has jurisdiction over this action to recover money damages pursuant to  
6 RCW § 2.08.010.

7           9. This Court has jurisdiction over Plaintiff's and Class Members' claims under RCW  
8 §§ 19.190.020(1)(b) and 19.86.010.

9           10. Venue is proper in King County, pursuant to RCW 4.12.025(1)(a)-(c), (3)(b),  
10 because Defendant transacts business in King County and Plaintiff received the violating emails  
11 at issue while residing in in the State of Washington and King County.

12                                   **THE PARTIES**

13           11. Plaintiff is, and at all relevant times, was an individual domiciled in the State of  
14 Washington and a citizen of the State of Washington. Plaintiff is a resident of King County,  
15 Washington. Plaintiff received emails from BYLT while residing in King County, Washington.

16           12. Defendant BYLT, LLC is a California company that at all relevant times, was  
17 authorized to do business in the state of Washington and is doing business in the State of  
18 Washington. At all times during the class period, Defendant sent commercial emails to individuals  
19 it knew or had reason to believe lived in the State of Washington.

20                                   **CLASS ALLEGATIONS**

21           13. Plaintiff brings this action on behalf of Plaintiff, and all others similarly situated  
22 as a class action pursuant to CR 23. The Class Plaintiff seeks to represent is defined as follows and  
23 referred to as the "Class" or "Class Members":

24                   All persons who received commercial emails from BYLT that  
25                   contained a false or misleading subject line while residing in  
26                   Washington within the applicable statute of limitations until the date  
27

1 class notice is disseminated. (“Class Period”).

2 14. Excluded from the Class are: (i) Defendant and its officers, directors, and  
3 employees; (ii) any person who files a valid and timely request for exclusion; and (iii) judicial  
4 officers and their immediate family members and associated court staff assigned to the case.

5 15. Plaintiff reserves the right to amend or otherwise alter the class definition presented  
6 to the Court at the appropriate time, or to propose or eliminate subclasses, in response to facts  
7 learned through discovery, legal arguments advanced by Defendant, or otherwise.

8 16. The Class is appropriate for certification because Plaintiff can prove the elements  
9 of the claims on a classwide basis using the same evidence as would be used to prove those  
10 elements in individual actions alleging the same claims.

11 17. Class Members are so numerous that joinder of all members is impracticable.  
12 Plaintiff believes that there are thousands of consumers who are Class Members described above  
13 who have been damaged by Defendant’s deceptive and misleading practices. For example, BYLT  
14 boasted around \$19 million in annual revenue for 2024.

15 18. Plaintiff is a member of the Class that Plaintiff seeks to represent. Plaintiff’s claims  
16 are typical of the claims of each Class Member in that every member of the Class was susceptible  
17 to the same deceptive, misleading conduct and purchased the Products. Plaintiff is entitled to relief  
18 under the same causes of action as the other Class Members.

19 19. Plaintiff is an adequate Class representative because Plaintiff’s interests do not  
20 conflict with the interests of the Class Members Plaintiff seeks to represent; the consumer fraud  
21 claims are common to all other members of the Class, and Plaintiff has a strong interest in  
22 vindicating the rights of the Class; Plaintiff has retained counsel competent and experienced in  
23 complex class action litigation and Plaintiff intends to vigorously prosecute this action. Plaintiff  
24 has no interests which conflict with those of the Class. The Class Members’ interests will be fairly  
25 and adequately protected by Plaintiff and proposed Class Counsel. Defendant has acted in a  
26 manner generally applicable to the Class, making relief appropriate with respect to Plaintiff and  
27

1 the Class Members. The prosecution of separate actions by individual Class Members would create  
2 a risk of inconsistent and varying adjudications

3 20. There is a well-defined community of interest in the common questions of law and  
4 fact affecting all Class Members. The questions of law and fact common to the Class Members  
5 which predominate over any questions which may affect individual Class Members include, but  
6 are not limited to:

- 7 a. Whether Defendant is responsible for the conduct alleged herein  
8 which was uniformly directed at all consumers who received  
9 commercial emails from Defendant;  
10 b. Whether Defendant's misconduct set forth in this Complaint  
11 demonstrates that Defendant engaged in unfair, fraudulent, or  
12 unlawful business practices with respect to its marketing  
13 communications sent to consumers via subject lines in its  
14 commercial electronic mail messages;  
15 c. Whether Defendant made statements in the marketing email subject  
16 lines of its commercial electronic mail messages that were likely to  
17 deceive the Washington residents;  
18 d. Whether Plaintiff and Class Members are entitled to injunctive  
19 relief; and  
20 e. Whether Plaintiff and Class Members are entitled to money  
21 damages and/or restitution under the same causes of action as the  
22 other Class Members.

23 21. The Class is properly brought and should be maintained as a class action because a  
24 class action is superior to traditional litigation of this controversy. A class action is superior to the  
25 other available methods for the fair and efficient adjudication of this controversy because:

- 26 a. The joinder of hundreds of individual Class Members is impracticable,  
27

cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;

- b. The individual claims of the Class Members may be relatively modest compared with the expense of litigating the claim, thereby making it impracticable, unduly burdensome, and expensive to justify individual actions;
- c. When Defendant's liability has been adjudicated, all Class Members' claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial of all individual cases;
- d. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;
- e. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action;
- f. This class action will assure uniformity of decisions among Class Members;
- g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation; and
- h. Class Members' interests in individually controlling the prosecution of separate actions are outweighed by their interest in efficient resolution by single class action.

22. Additionally, or in the alternative, the Class may be certified because Defendant has acted or refused to act on grounds generally applicable to the Class thereby making final declaratory and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

23. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from engaging in the acts described, and to require Defendant to provide full restitution to Plaintiff and the Class members.

24. Unless the Class is certified, Defendant will retain monies that were taken from Plaintiff and Class Members as a result of Defendant's wrongful conduct. Unless a classwide injunction is issued, Defendant will continue to commit the violations alleged and the members of the Class and the general public will continue to be misled

### **FACTUAL AND LEGAL ALLEGATIONS**

#### **WASHINGTON'S CONSUMER ELECTRONIC MAIL ACT**

25. Enacted in 1998, Washington introduced CEMA to address consumer complaints about commercial emails, including emails that misrepresent the sender's identity or contain false or misleading information in the subject line.<sup>1</sup>

26. CEMA makes it unlawful to "initiate the transmission, conspire with another to initiate the transmission, or assist 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 . . . (b) contains false or misleading information in the subject line." RCW § 19.190.020 *et seq.*

27. The Office of Attorney General of Washington has released guidance for consumers about its anti-spam laws, such as CEMA.<sup>2</sup> It identified several questions consumers should ask themselves when reading subject lines and emails to identify whether emails are deceptive, including:

- a. Does it accurately describe what is contained in the email? For example, does a subject line describing "important news about your taxes" contain a message with information about a get-rich-quick scheme?
- b. Does the subject line create a false sense of urgency?
- c. Does it misrepresent the identity of the sender of the message?<sup>3</sup>

<sup>1</sup> See Prohibiting Unsolicited Electronic Mail, 1998 Wash. Sess. Laws, ch. 149, § 1.

<sup>2</sup> *Washington's Law*, WASH. STATE OFF. OF THE ATT'Y GEN., <https://www.atg.wa.gov/washingtons-law>

<sup>3</sup> *Id.*



**BYLT VIOLATES WASHINGTON'S CONSUMER ELECTRONIC MAIL ACT**

28. BYLT violated CEMA by initiating (or conspiring to initiate) the transmission of commercial electronic mail messages with false or misleading subject lines to Plaintiff and Class Members.

29. Specifically, BYLT has violated CEMA by transmitting emails to consumers such as Plaintiff and Class Members that contain information in the subject line about a time limited sale, when that sale was not actually time limited for the referenced time in the subject line of the email.

30. In these examples, the subject line describes in plain English that a sale would be expiring at a certain time, when in fact it did not expire at the time BYLT said it would in the subject line. This is because the sale was "extended", or that BYLT simply planned for the sale to last longer than they admitted to in the subject line of the email.

31. These emails are commercial electronic messages, as they were all sent by BYLT to consumers' email addresses. The emails were commercial in nature because they were intended to inform consumers of BYLT's offerings and convince them to take advantage of the purported time limited sales.

32. BYLT transmitted these emails, assisted in transmitting these emails, or conspired to do so. It was BYLT's intent that these emails reach Plaintiff and Class Members.

33. Under the Washington AG's guidance, these emails create a false sense of urgency.

34. A table of examples of false or misleading time limited sale email subject lines sent to consumers are below, along with the reasons why the subject lines are misleading.

BYLT's 2024 End of Year 30% Off Sale		
Date	Subject Line	Nature of the Email
12/18/2024	30% OFF Ends Tonight !!	The body of email said that the "30% OFF SITEWIDE sale ends tonight." However, the sale never had a definitive end, as the email stated in fine print at the bottom that the promotion is "valid from 10:00am PST 10/28/24 until promotion lasts."



12/19/2024	SALE EXTENDED - 24 Hours - Go	The sale was extended for 24 hours. The body of email had the same fine print message as above.
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BYLT's 2025 New Year's Sale		
Date	Subject Line	Nature of the Email
1/4/2025	6 Hours Left - Sale Ends Tonight ✨	The body of email said that the "New Year's Sale is ending tonight." However, the sale never had a definitive end, as the email stated in fine print at the bottom that the promotion is "valid from 12:00pm PST 12/20/24 until promotion lasts."
1/5/2025	SALE EXTENDED, Just for You 🌟	The sale was extended for 24 hours. The body of email had the same fine print message as above.

BYLT's 2025 Start of Summer Sale		
Date	Subject Line	Nature of the Email
5/25/2025	🕒 ENDS TODAY: 30% OFF Sitewide	The body of email said "LAST CHANCE Sale Ends Tonight" with a timer counting down how much time was left for the sale. However, the sale never had a definitive end, as the email stated in fine print at the bottom that the promotion is "valid from 10:00am PST 5/14/25 until promotion lasts."
5/25/2025	Final Hours for 30% OFF !!	The body of email said "FINAL HOURS" with the same timer counting down how much time was left for the sale. The body of email had the same fine print message as above.
5/26/2025	🌟 30% OFF SALE EXTENDED, Just for You	The sale was extended for 24 hours. The body of email had the same timer counting down how much time was left for the sale and had the same fine print message as above.
5/27/2025	🕒 30% OFF EXTENDED !!	The sale was extended for another 24 hours. This time, the fine print message was excluded from the email.

35. In sending the above email subject lines to consumers, BYLT has deliberately misrepresented the exclusivity and urgency of its sales by saying that a sale would be offered for a specific period, when in fact the sale either did not expire at all or would not be expiring when BYLT said it would be. Sometimes, this is even confirmed by the fine print in the body of the

1 emails, which reveals that there is no definitive end to the sales, directly contradicting the subject  
2 lines.

3 36. This tactic specifically misrepresents the timing of promotions in an attempt to  
4 deceive customers about the urgency of shopping at Defendant's stores before the sale expires, or  
5 that if they do not shop right away, they are missing a deal. The fine print of the emails evidences  
6 the fact that BYLT has always planned for its sales to last for more time than the subject line  
7 conveys, meaning that the subject lines of both the initial emails notifying consumers of an ending  
8 sale and the later emails extending the sales are misleading.

9 37. Consumers that are presented with discounts are substantially more likely to make  
10 a purchase. For example, "two-thirds of consumers have made a purchase they weren't originally  
11 planning to make solely based on finding a coupon or discount," while "80% [of consumers] said  
12 they feel encouraged to make a first-time purchase with a brand that is new to them if they found  
13 an offer or discount."<sup>4</sup>

14 38. Studies of consumer behavior show that the timing of price promotion acts as an  
15 effective purchase trigger.<sup>5</sup>

16 39. Limited time offers are simple but powerful tools to turn undecided buyers into  
17 customers.<sup>6</sup>

18 40. By sending these emails, BYLT is intending to mislead consumers about the timing  
19 of their sales in the subject lines, leading consumers to purchasing from them when they would  
20 not have otherwise.

21 41. The subject lines of these emails are thus false and misleading related to the timing  
22

23 <sup>4</sup> RetailMeNot, Inc., *RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,*  
24 *Especially Among Millennial Buyers*, PR NEWswire (Apr. 25, 2018), <https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html>.

25 <sup>5</sup> Utpal Dholakia, *Why Limited-Time Offers Entice Shoppers to Buy*, PSYCH. TODAY (June 3, 2019),  
26 <https://www.psychologytoday.com/us/blog/the-science-behind-behavior/201906/why-limited-time-offers-entice-shoppers-buy>.

27 <sup>6</sup> James Sowers, *Limited Time Offers: How to Drive Conversions with Scarcity Marketing*, THE GOOD,  
<https://thegood.com/insights/limited-time-offers> (May 29, 2024).

1 of BYLT's sales in an attempt to drive purchases using consumer psychology, violating CEMA.

2 **BYLT SENDS COMMERCIAL EMAILS TO CONSUMERS IT KNOWS OR SHOULD KNOW RESIDE IN**  
 3 **THE STATE OF WASHINGTON**

4 42. BYLT sent the violating emails to email addresses belonging to consumers it knew  
 5 or should have known resided in Washington.

6 43. BYLT is a nationwide business that ships to the whole country. It knows that it has  
 7 customers receiving emails in the state of Washington.

8 44. Additionally, many consumers receiving emails from BYLT provided an address  
 9 for shipping and/or billing in the state of Washington when making an order on byltbasics.com –  
 10 BYLT knows or should know that all of those individuals reside in Washington, given that it billed  
 11 and shipped to consumers in Washington and maintains databases with the information of its  
 12 customers.

13 45. Upon information and belief, BYLT receives the IP Addresses of the visitors to its  
 14 site. For a user that signed up to be on a BYLT email list on BYLT.com but did not make an order  
 15 and type in a physical address, BYLT has access to their IP Address. IP Addresses can provide  
 16 general location data, such as city or state, so BYLT has or should have access to the location of  
 17 all the browsers of its site who provided emails for their email list.<sup>7</sup>

18 46. Additionally, upon information and belief, BYLT employs more sophisticated  
 19 tracking methods on its website that lead to more precise geolocation data for the consumers who  
 20 have not specifically inputted an address.

21 **PLAINTIFF'S EXPERIENCE**




22 47. Plaintiff Jerde has resided in Washington for all times relevant to this matter.

23 48. In May 2025, Plaintiff Jerde received emails from BYLT with false or misleading  
 24 subject lines announcing the end of a sale followed by emails extending those sales.

25 49. Plaintiff received the following emails with false or misleading subject lines while

26  
 27 <sup>7</sup> Crissy Joshua, *What Can Someone Do with Your IP Address?*, NORTON (Sept. 30, 2024),  
<https://us.norton.com/blog/privacy/what-can-someone-do-with-ip-address>

in Washington:

BYLT's 2025 Start of Summer Sale		
Date	Subject Line	Nature of the Email
5/25/2025	 ENDS TODAY: 30% OFF Sitewide	The body of email said "LAST CHANCE Sale Ends Tonight" with a timer counting down how much time was left for the sale. However, the sale never had a definitive end, as the email stated in fine print at the bottom that the promotion is "valid from 10:00am PST 5/14/25 until promotion lasts."
5/25/2025	Final Hours for 30% OFF !!	The body of email said "FINAL HOURS" with the same timer counting down how much time was left for the sale. The body of email had the same fine print message as above.
5/26/2025	 30% OFF SALE EXTENDED, Just for You	The sale was extended for 24 hours. The body of email had the same timer counting down how much time was left for the sale and had the same fine print message as above.
5/27/2025	 30% OFF EXTENDED !!	The sale was extended for another 24 hours. This time, the fine print message was excluded from the email.

50. BYLT knows or should know that Plaintiff Jerde is a Washington resident and thus the email that he provided was held by a Washington resident. So, BYLT knows that it is sending misleading emails to Plaintiff, a resident of the state of Washington.

51. Plaintiff Jerde would like to keep receiving emails from BYLT, as long as the subject lines are not false and misleading. Plaintiff Jerde continues to receive emails from BYLT, and BYLT is aware and has records of all emails it has sent to Plaintiff Jerde and Class Members.

### **FIRST CAUSE OF ACTION**

#### **Violation of Washington's Commercial Electronic Mail Act, RCW § 19.190 *et seq***

52. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

53. Plaintiff brings this claim under the CEMA individually and on behalf of the Class against Defendant.

54. CEMA states that "[n]o person may initiate the transmission, conspire with another

1 to initiate the transmission, or assist the transmission, of a commercial electronic mail message  
 2 from a computer located in Washington or to an electronic mail address that the sender knows, or  
 3 has reason to know, is held by a Washington resident that . . . [c]ontains false or misleading  
 4 information in the subject line.” RCW § 19.190.020 *et seq.*

5 55. CEMA defines “Person” as “an individual, corporation, business trust, estate, trust,  
 6 partnership, limited liability company, association, joint venture, government, governmental  
 7 subdivision, agency or instrumentality, public corporation, or any other legal or commercial  
 8 entity.” RCW § 19.190.010(11). Defendant is a person within this meaning.

9 56. Defendant initiated the transmission, assisted the transmission of, or conspired to  
 10 initiate the transmission of one or more commercial electronic mail messages to Plaintiff and Class  
 11 Members with false or misleading information in the subject line.

12 57. Defendant knew or should have known that Plaintiff and Class Members were  
 13 residents of Washington when transmitting the commercial electronic mail messages to them.

14 58. Defendant’s acts and omissions in doing so violated RCW § 19.190.020(1)(b) as  
 15 the subject lines contained false or misleading information and they were sent to persons that  
 16 Defendant knew or should have known were Washington residents, injuring Plaintiff and Class  
 17 Members.

18 59. Plaintiff and Class Members will continue to be injured absent injunctive relief  
 19 against Defendant to force them to cease their actions violating CEMA. Defendant’s actions are  
 20 ongoing as of the date of this filing. Defendant’s behavior will not cease absent a permanent  
 21 injunction.

## 22 **SECOND CAUSE OF ACTION**

### 23 **Violation of the Washington Consumer Protection Act**

#### 24 **RCW § 19.86.010, *et seq.***

25 60. Plaintiff re-alleges and incorporates by reference each and every allegation set forth  
 26 in the preceding paragraphs.  
 27

61. The Washington Consumer Protection Act (“CPA”) makes it unlawful to commit “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” REV. CODE WASH. ANN. § 19.86.020. The CPA provides a private right of action for “[a]ny person who is injured in his or her business or property” by violations of the Act. REV. CODE WASH. ANN. 19.86.090. Plaintiff and Class Members are “persons” within the meaning of the CPA.

62. CEMA makes it “a violation of the consumer protection act, chapter 19.86 RCW, to conspire with another person to initiate the transmission or to initiate the transmission of a commercial electronic mail message that . . . [c]ontains false or misleading information in the subject line.” RCW § 19.190.030 *et seq.*

63. Because Defendant has violated CEMA by initiating the transmission, assisting the transmission of, or conspiring to initiate the transmission of one or more commercial electronic mail messages to Plaintiff and Class Members with false or misleading information in the subject line, it has also violated the CPA in a per se manner, establishing all five elements of the CPA.

64. The CEMA violations by Defendant are unfair or deceptive acts or practices that occur in trade or commerce under the CPA, vitally affecting the public interest and thus impacting the public interest for purposes of applying the CPA. RCW § 19.190.100.

65. The damages for each violating message sent to Plaintiff and Class Members constitutes the greater of \$500 or actual damages under CEMA. RCW § 19.19.040(1). This establishes the injury and causation elements of a CPA claim. Plaintiff and Class Members are entitled to \$500 in statutory damages for each individual email that violated CEMA.

66. Further, Defendant’s misleading subject lines contained in its commercial marketing emails have wasted Plaintiff and other putative class members’ time and memory storage on their devices. No one wants to waste time reading and opening an email that is unlawful and deceptive. Plaintiff and putative class members lost valuable storage space on their computers, tablets, smart phones, and other electronic devices by storing the unlawful and deceptive emails



1 from Defendant. This storage takes up valuable memory space which has a monetary value.

2 67. Plaintiff seeks an award of statutory damages, attorney's fees and costs as permitted  
3 by the CPA. REV. CODE WASH. ANN. § 19.86.090.

4 68. Plaintiff and Class Members also seek injunctive relief to enjoin Defendant from  
5 violating the CPA in the future.

6 69. Pursuant to WASH. REV. CODE. ANN. § 19.86.095, Plaintiff will serve the  
7 Washington Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

8 **PRAYER FOR RELIEF**

9 Wherefore Plaintiff, on behalf of Plaintiff and Class Members, prays for judgment against  
10 Defendant as follows:

- 11 A. An Order that this action may proceed and be maintained as a class action, and  
12 certifying the Class as defined above for the Class period defined above, including  
13 appointing Plaintiff as Class Representative and undersigned counsel as Class Counsel;  
14 B. An Order for restitution and disgorgement of all profits and unjust enrichment that  
15 Defendant obtained from Plaintiff and the Class Members as a result of Defendant's  
16 unlawful, unfair, and fraudulent business practices;  
17 C. An award of actual damages or statutory damages in the amount of five hundred dollars  
18 per violation pursuant to RCW 19.190.040(1), and treble damages pursuant to RCW  
19 19.86.090;  
20 D. An Order granting injunctive relief as permitted by law to ensure that Defendant will  
21 not continue to engage in the unlawful conduct described in this Complaint;  
22 E. An award of attorneys' fees and litigation costs to Plaintiff and the other members of  
23 the Class;  
24 F. An award of pre- and post-judgment interest on any amounts awarded; and  
25 G. All other relief this Court deems proper.  
26 H.  
27




**TRIAL BY JURY**

Plaintiff demands a trial by jury of all claims in this Complaint so triable.

Dated: July 2, 2025

**CROSNER LEGAL, PC**

By:   
Zachary M. Crosner (WSBA No. 61644)  
Craig W. Straub (*Pro Hac Vice Forthcoming*)  
Crosner Legal, P.C.  
92 Lenora Street, #179  
Seattle, WA 98121  
Telephone: (866) 276-7637  
Facsimile: (310) 510-6429  
zach@crosnerlegal.com  
craig@crosnerlegal.com

Attorneys for Plaintiff,  
MARC JERDE