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2025 AUG 07 02:07 PM
KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 25-2-22916-5 KNT

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

SARAH PERKINS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

GLOBAL CUSTOM COMMERCE, INC.
and HOME DEPOT U.S.A., INC.,

Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

CLASS ACTION COMPLAINT
Case No.

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1 **I. INTRODUCTION**

2 1. This is a putative class action under Washington law brought to address deceptive and
3 unlawful emails that plague consumers' inboxes. The Washington legislature, concerned with
4 deception in emails, enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW
5 19.190, which, among other things, prohibits any person from sending a commercial email with a false
6 or misleading subject line. RCW 19.190.020.

7 2. Defendants Global Custom Commerce, Inc. and Home Depot U.S.A., Inc.
8 (collectively, "Defendants") sell, market, and manufacture blinds, shades, shutters, and other window
9 covering products (the "Products"). The Products are sold through Defendants' website
10 www.Blinds.com

11 3. Defendants market their Products by email to Washington residents. The subject lines
12 in these emails often promote "sales" and discounts on the Products. However, the subject lines are
13 false, misleading, and unlawful because they promote fictitious discounts, from fictitious regular and
14 original prices, under false time restraints.

15 4. Advertised "sales" are important to consumers. Consumers are more likely to purchase
16 an item if it is advertised as a good deal. Further, if a sale is advertised as ending soon, consumers are
17 even more likely to buy now, rather than wait, comparison shop, and buy something else.

18 5. There is nothing wrong with a legitimate sale. But a fictitious sale—that is, one with
19 made-up regular prices, made-up discounts, and/or made-up expirations—is deceptive and illegal. And
20 advertising false and misleading discounts in the subject line of a promotional email violates CEMA
21 and the Washington Consumer Protection Act ("CPA"). *Brown v. Old Navy LLC*, 567 P.3d 38 (Wash.
22 2025).

23 6. Defendants' sales are not legitimate sales. Instead, the purported discounts are false
24 and highly misleading. And Defendants promote these fake discounts by sending emails with false
25 and misleading subject lines. For example, Defendants' emails contain subject lines like: "Hurry –
26 40% off ends soon!"; "Up to 50% off"; "it's over TONIGHT – save up to 50%"; "Hurry . . . Last day
27

1 to save up to 50% on window treatments!"; "Hurry . . . up to 40% off Mothers' Day Mega Sale ends
2 soon"; and "Big Summer Blowout ends TODAY – 45% off!"

3 7. These subject lines lead reasonable consumers to believe that there is a substantial sale
4 in effect and Defendants' regular and former prices are normally much higher. In truth, Defendants'
5 Products are almost always substantially discounted and the regular price is actually the discounted
6 price.

7 8. Also, the subject lines lead reasonable consumers to believe that if they don't buy
8 before the sale ends, they won't be able to get the advertised discount. In truth, when one supposed
9 sale ends it is replaced by a similar sale shortly thereafter. The deals are not genuinely time limited.

10 9. Plaintiff is a Washington resident who received Defendants' deceptive email
11 advertisements. Plaintiff brings this case to protect Washington residents from Defendants' false and
12 misleading emails about Defendants' purported discounts.

13 **II. PARTIES**

14 10. Plaintiff Sarah Perkins is domiciled in Burien, Washington and has been a resident of
15 Washington during the preceding four years.

16 11. The proposed class includes citizens of Washington.

17 12. Defendant Global Custom Commerce, Inc. was a Delaware corporation with its
18 principal place of business in Texas. On information and belief, Defendant Global Custom Commerce,
19 Inc. was acquired by and merged into Home Depot U.S.A., Inc. on or about January 28, 2018, and is
20 now an official trade name for Home Depot U.S.A., Inc.

21 13. Defendant Home Depot U.S.A., Inc. a Delaware corporation with its principal place of
22 business in Georgia.

23 **III. JURISDICTION AND VENUE**

24 14. This Court has subject matter jurisdiction under the Washington State Constitution,
25 which sets forth the jurisdiction of Washington Superior Courts. This Court also has subject matter
26 jurisdiction under the Consumer Protection Act (CPA), RCW 19.86.090, and the Commercial
27

1 Electronic Mail Act (CEMA), RCW 19.190.090, which give Washington Superior Courts jurisdiction
2 over claims brought under CEMA and the CPA.

3 15. This Court has personal jurisdiction over Defendants under RCW 4.28.185. Defendants
4 transact business in Washington. The claims giving rise to this action arise from Defendants'
5 transaction of business in this state and also Defendants' purposeful transmission of electronic mail
6 messages to Washington residents. This Court also has personal jurisdiction over Defendants under
7 RCW 19.86.160 because Defendants engaged in conduct in violation of the CPA that had an impact
8 in Washington.

9 16. Venue is proper in King County Superior Court because Defendants reside here for
10 purposes of venue. RCW 4.12.025. At all relevant times, Defendants transacted business in King
11 County, including by selling products to customers living in King County and by sending electronic
12 mail messages to residents of King County, including to Plaintiff.

13 **IV. FACTUAL ALLEGATIONS**

14 **A. Defendants' False and Misleading Emails Regarding Discounts.**

15 17. Defendants distribute, market, and sell the window covering Products directly to
16 consumers. The Products are sold through the website www.Blinds.com.

17 18. Defendants' emails create the false impression that the Products' regular and former
18 prices are higher than they truly are, the discounts are genuine, and the discounts are limited in time.

19 19. Defendants advertise steep discounts on the Products. These discounts consistently
20 offer “__%” or “up to __%” off the regular and former prices. These discounts are oftentimes expressly
21 advertised as ending soon. And Defendants advertise these discounts extensively through emails to
22 recipients on their mailing list who previously purchased from Blinds.com. These emails include
23 subject lines like: “Hurry – 40% off ends soon!”, “Up to 50% off”, “it’s over TONIGHT – save up to
24 50%”, and other similar subject lines advertising percent-off discounts and/or limited time discounts.

25 20. These seem like great deals. But the truth is that substantial discounts on the Products
26 are nearly always available. When one sale ends, another begins shortly thereafter. Consumers are
27

1 being tricked into thinking they are getting a genuine discount when they are really just paying the
2 regular price.

3 21. When Defendants advertise their percent-off discounts through emails with subject
4 lines like “Up to 50% off,” reasonable consumers interpret the sale advertisements to mean that
5 recipients will be getting a discount off the former and regular prices charged by Defendants. In other
6 words, reasonable recipients believe, for example, that they will receive “50% off” the former and
7 regular prices charged in the recent past, and those higher prices represent the amount that consumers
8 formerly had to pay for Defendants’ goods before the sale began and represent the prices that
9 consumers will have to pay in the future for Defendants’ goods when the sale ends. This creates a
10 sense of value and urgency: buy now, and you will receive something worth more than you pay for;
11 or wait, and you will pay more for the same thing later.

12 22. In the emails Defendants send, Defendants do not qualify the “__% off” or time-limited
13 promises in subject lines with any disclaimer or explanation that would even attempt to render them
14 truthful and non-misleading. As a result, reasonable consumers reading Defendants’ emails believe
15 (1) Defendants are advertising substantial discounts off the regular and former prices, (2) the Products
16 are genuinely on sale, and (3) and those discounts will disappear if they don’t buy quickly.

17 23. For example, Defendants sent commercial emails to Plaintiff (and other class members)
18 containing the following subject lines on the following dates:

- 19 a. 5/15/2024: Don't miss 40% off Special Buys!
- 20 b. 5/16/2024: Up to 45% off going once, twice...
- 21 c. 5/22/2024: 50% off Memorial Day Doorbusters are here
- 22 d. 5/29/2024: Time is ticking for our Memorial Day Sale
- 23 e. 5/29/2024: This is your last chance!
- 24 f. 6/2/2024: Sunny sitewide savings end soon!
- 25 g. 6/4/2024: Up to 50% off sitewide deals ends today!
- 26 h. 6/5/2024: Send off spring with up to 45% off
- 27 i. 6/11/2024: Up to 45% off spring styles
- j. 8/11/2024: 40% off special buys are back
- k. 8/18/2024: Don't miss up to 45% off special buys
- l. 8/31/2024: Don't miss 50% off these doorbusters
- m. 9/2/2024: Last chance to save up to 50% off
- n. 9/15/2024: Fall prep time: save up to 45% off

- o. 9/28/2024: Don't miss up to 50% off sitewide deals
- p. 10/1/2024: Last chance to save up to 50% off sitewide
- q. 10/9/2024: Last chance for up to 55% off doorbusters
- r. 10/10/2024: Up to 50% off sitewide
- s. 10/30/2024: Last chance for up to 40% off
- t. 11/18/2024: Sarah, save up to 45% off sitewide
- u. 11/20/2024: Sarah, save up to 45% off sitewide
- v. 11/25/2024: Sarah, EVERYTHING is up to 50% off: Black Friday deals are here!
- w. 11/28/2024: Sarah, Black Friday isn't over! ❤️ Up to 50% OFF + More Doorbusters
- x. 12/6/2024: It's your final call, Sarah! ⌚ Last chance for up to 45% off sitewide
- y. 12/16/2024: Don't wait—it's your last chance for up to 45% off! 🕒
- z. 12/19/2024: 🌸 Sarah, it's time to save up to 45% off sitewide
- aa. 12/21/2024: 🕒 Hurry! Our Big Holiday Spectacular ends soon!
- bb. 12/23/2024: 🏃 Don't miss out! Up to 40% off for the next 72 hours!
- cc. 12/28/2024: Time is running out! Our Year-End Blowout ends soon
- dd. 1/2/2025: 🎉 New Year, New Style! Don't miss up to 45% off
- ee. 1/15/2025: 🌸 Sarah, the Big Thank You Sale is here! Up to 40% off sitewide
- ff. 1/16/2025: Our Big Thank You Sale is on - up to 40% off everything
- gg. 1/19/2025: We're saying "Thank You" with up to 40% off everything
- hh. 1/22/2025: 🌸 Last chance! 40% off sitewide ends today!
- ii. 4/24/2025: 🌸 Sarah, Spring Black Friday – Save 50% off sitewide!
- jj. 4/26/2025: ⌚ Sale ends soon! 50% off Spring Black Friday!
- kk. 5/2/2025: 🕒 Sarah, last chance – Up to 45% off Spring Cyber Monday!
- ll. 5/4/2025: 🌸 Sarah, FINAL CALL – Up to 45% off Spring Cyber Monday deals!
- mm. 5/5/2025: 🌸 Sarah, get up to 50% off on custom window treatments!
- nn. 5/7/2025: 🕒 Hurry, Sarah! Last day to save up to 50% on window treatments!
- oo. 5/8/2025: 🌸 Sarah, Mothers' Day Mega Sale up to 40% off sitewide
- pp. 5/10/2025: 🕒 Hurry Sarah, up to 40% off Mothers' Day Mega Sale ends soon
- qq. 5/12/2025: 🕒 Sarah, 3 days only – save up to 50%
- rr. 5/4/2025: 🌸 Sarah, final hours – 50% off ends TONIGHT
- ss. 5/15/2025: 🌸 Sarah, you're first in line – 40% off starts now
- tt. 5/20/2025: ⌚ Sarah, early access ends TONIGHT – 40% off
- uu. 5/21/2025: 🕒 Sarah, Memorial Day deals are here – up to 50% off
- vv. 5/26/2025: ⌚ Sarah, almost over – 50% off ends soon
- ww. 5/28/2025: 🌸 Final hours – 50% off ends TONIGHT
- xx. 5/29/2025: 🌸 Sarah, last call – save up to 50% now
- yy. 5/31/2025: 🌸 Sarah, it's over TONIGHT – save up to 50%
- zz. 6/1/2025: 🌸 Sarah, soak up sunshine savings – Up to 50% off
- aaa. 6/6/2025: 🌸 Sarah, time's almost up to 50% off ends TONIGHT

bbb. 6/9/2025: 🕒 Sarah, last chance – up to 50% off ends soon!
 ccc. 6/22/2025: 🕒 Sarah, don't miss out – up to 50% off ends soon!
 ddd. 6/24/2025: 📞 Sarah, final call – 40% off ends tonight!
 eee. 6/25/2025: 🗓️ Sarah, 3 days only – save up to 50%!
 fff. 6/27/2025: 🕒 Sarah, ends TONIGHT – last chance for 50% off!
 ggg. 7/3/2025: 🏠 Sarah, spark style with up to 50% off
 hhh. 7/27/2025: Sarah, Big Summer Blowout ends TODAY – 45% off!
 iii. 7/21/2025: Sarah, hurry – 40% off ends soon!
 jjj. 6/27/2025: Sarah, ends TONIGHT – last chance for 50% off!
 kkk. 6/28/2025: 🌟 Sarah, early access starts now – 40% off!
 ll. 7/3/2025: 🏠 Sarah, spark style with up to 50% off
 mmm. 7/8/2025: 🕒 Last chance – 50% off ends TODAY!
 nnn. 7/11/2025: 📞 Sarah, last chance – up to 40% off ends TODAY!
 ooo. 7/14/2025: 🕒 Sarah, last chance – 40% off ends TONIGHT!

24. Reasonable recipients of these emails would believe that Defendants were offering a limited time sale that was ending soon. They would believe that, if they purchase during the sale, they will receive this genuine discount off the regular and former prices of the Products. And they would believe that, if they wait too long, then the sale will be over and the Products' prices would return to their regular prices.

25. But Defendants almost always offer discounts on the Products, and their sales do not end—they soon roll over into a “new” promotion that offers materially similar discounts.

26. An example illustrates the point. On June 27, 2025, Defendants sent an email with the subject line “Sarah, ends TONIGHT – last chance for 50% off!” But on June 29, 2025 (two days later), Defendants instituted a new “up to 40% off sitewide” sale that purportedly “Ends 7/1.” And on July 4 2025 (one week later), Defendants instituted another “up to 50% sitewide” sale.

B. Defendants' Emails to Plaintiff and Class Members Violate CEMA and the CPA.

27. Washington's CEMA regulates deceptive email marketing. CEMA prohibits the sending of a commercial email that “[c]ontains false or misleading information in the subject line.” RCW 19.190.020.

28. Violating this provision of CEMA also violates the CPA. RCW 19.190.030.

1 29. Advertising fake discounts in the subject line of a promotional email, with fake time
2 pressure, violates CEMA and, accordingly, the CPA. *Brown v. Old Navy LLC*, 567 P.3d 38 (Wash.
3 2025).

4 30. Defendants' email advertisements contain subject lines that misstate the duration of the
5 purported sales and misstate the discount that recipients would purportedly receive for purchasing
6 during the sale. As a result, these promotional emails contain false or misleading information in the
7 subject line, in violation of CEMA and the CPA.

8 31. Defendants send these emails for the purpose of promoting the Products for sale and to
9 drive sales.

10 32. Defendants' email subject lines stating the supposed duration of Defendants' sales are
11 false and misleading because, as discussed above, the sales are almost always available.

12 33. Defendants' email subject lines stating the purported discount recipients will receive if
13 recipients purchase during the sale are false and misleading because, as discussed above, consumers
14 do not truly receive the advertised discounts. Instead, because substantial discounts are almost always
15 available, the purported discount is really much smaller (or no discount at all).

16 34. By misrepresenting the duration of Defendants' purported sales and the amount of
17 Defendants' purported discounts in email subject lines, Defendants create a false sense of urgency.
18 Recipients who read the email subject lines believe that if they act now, they can purchase a higher
19 value item at a limited-time discount; but if they wait, then the discount will expire and if they want
20 to purchase a Product they will have to pay the former or regular price.

21 35. Defendants design the subject lines of the promotional emails to induce recipients to
22 make a purchase during the supposedly limited-time sales. Defendants' email subject lines often
23 contain words spurring recipients to make purchases immediately before time runs out. But because
24 the Products are almost always on sale, each of these email subject lines that state that the sale is
25 ending soon are false and misleading.

26 36. Defendants are constantly sending commercial emails to recipients on the website's
27 mailing list, roughly every week. Plaintiff and Class members received such emails from Blinds.com,

1 most of which include false or misleading subject lines regarding fake discounts. On information and
 2 belief, Defendants sent at least thousands of emails to Washington recipients with similar false or
 3 misleading subject lines.

4 37. Defendants know, or have reason to know, their emails containing false and misleading
 5 subject lines are sent to Washington residents. Defendants know where recipients of their emails reside
 6 for at least the following reasons.

7 a. Defendants have physical addresses associated with the recipient's orders or
 8 account.

9 b. Defendants have access to data regarding the recipient's state of residence, such
 10 as geolocation and IP address tracking in Defendants' promotional emails. On
 11 information and belief, Defendants can track the IP addresses of persons who
 12 open and click on emails. It is a standard business practice among major e-
 13 commerce companies to employ email marketing tools (like tracking pixels)
 14 which allow the sender to identify the person opening and clicking on the email,
 15 including by IP address. And IP addresses can be used to confirm the user's
 16 physical location including city, state, and zip code.¹

17 c. To that end, the Facebook Pixel is currently present and active on Blinds.com.
 18 Further, the Blinds.com Privacy Policy states: "We use tools like browser
 19 cookies, flash cookies, pixel tags, and web beacons to collect information when
 20 you use our websites and applications or *interact with our emails*." The Privacy
 21 Policy also states: "we collect personal information when you contact us, when
 22 you interact with or use our digital offerings, and from business partners and
 23 other third parties." This includes "Identifiers, such as name, email address,
 24 phone number, username, physical address, online identifier, device identifier,
 25 IP address, and social media handle." This data is collected in relevant part from
 26

27 ¹ See <https://nordvpn.com/ip-lookup/> ("Looking up an IP address shows you the geolocation
 of that IP address, including the country, state, city, and zip code.")

the following sources: (1) “Directly from you or the devices you use to access digital services, such as websites and applications”; (2) “Companies that provide services on our behalf (e.g., installers)”; (3) “Marketing companies that help us learn about our customers and the devices they use to access digital content”; (4) “Companies that supplement our customer records with additional information”; (5) “Shipping providers that update address information”; (6) “Social media platforms”; (7) “Advertising companies and content publishers that present you with our ads”; (8) “Payment and transaction processors”; and (9) “Communications and mailing vendors.”

d. Defendants have access to granular location information tied to email addresses from commercial data brokers like Oracle, Equifax, and Lexis. Defendants can purchase consumer data from these brokers which connects individuals to email addresses, state of residence, and physical location.

e. Defendants may obtain information that some recipients of marketing emails are Washington residents because that information is available, upon request, from the registrant of the Internet domain names contained in the recipients’ email addresses. See RCW 19.190.020(2).

f. Defendants had reason to know the marketing emails were sent to Washington residents based on the extremely high volume of outbound marketing emails which are continuously sent to everyone on the Blinds.com mailing list.

38. Defendants also know what sales they are offering and know that, in truth, they always or almost always offer sales, and the sales are not truly ending soon.

39. Defendants’ commercial emails containing false and misleading information about fake sales clog up inboxes with spam email, waste limited data space, and violate Plaintiff’s and putative class members’ statutory right to be free from deceptive commercial emails.

C. Defendants' Deceptive Emails Violate Federal Law.

40. The Federal Trade Commission Act ("FTCA") prohibits "unfair or deceptive acts or practices in or affecting commerce[.]" 15 U.S.C. § 45(a)(1). Under FTC regulations, discounting schemes like that employed in Defendants' email subject lines are deceptive practices that violate the FTCA.

41. Pursuant to 16 C.F.R. § 233.1, entitled Former Price Comparisons:

(a) One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser's own former price for an article. If the *former price* is the actual, bona fide price at which the article was offered to the public on a *regular basis* for a *reasonably substantial period of time*, it provides a legitimate basis for the advertising of a price comparison. Where the former price is genuine, the bargain being advertised is a true one. If, on the other hand, the former price being advertised is not bona fide but fictitious – for example, where an *artificial, inflated price* was established for the purpose of enabling the subsequent offer of a large reduction – the "bargain" being advertised is a false one; the purchaser is not receiving the unusual value he expects.

(b) A former price is not necessarily fictitious merely because no sales at the advertised price were made. The advertiser should be especially careful, however, in such a case, that the price is one at which the product was openly and actively offered for sale, for a *reasonably substantial period of time*, in the *recent*, regular course of her business, honestly and in good faith – and, of course, not for the purpose of establishing a fictitious higher price on which a deceptive comparison might be based.

(c) The following is an example of a price comparison based on a fictitious former price. John Doe is a retailer of Brand X fountain pens, which cost him \$5 each. His usual markup is 50 percent over cost; that is, his regular retail price is \$7.50. In order subsequently to offer an unusual "bargain," Doe begins offering Brand X at \$10 per pen. He realizes that he will be able to sell no, or very few, pens at this inflated price. But he doesn't care, for he maintains that price for only a few days. Then he "cuts" the price to its usual level—\$7.50—and advertises: "Terrific Bargain: X Pens, Were \$10, Now Only \$7.50!" *This is obviously a false claim.* The advertised "bargain" is not genuine.

(d) Other illustrations of fictitious price comparisons could be given. An advertiser might use a price at which he *never offered the article at all*; he might feature a price which was *not used in the regular course of business*, or which was *not used in the recent past* but at some *remote period in the past*, without making disclosure of that fact; he might use a price that was not openly offered to the public, or that was *not maintained for a reasonable length of time*, but was immediately reduced.

(e) If the former price is set forth in the advertisement, *whether accompanied or not* by descriptive terminology such as "Regularly," "Usually," "Formerly," etc., the advertiser

1 should make certain that the former price is not a fictitious one. If the former price, or the
 2 amount or percentage of reduction, is not stated in the advertisement, as when the ad merely
 3 states, "Sale," the advertiser must take care that the amount of reduction is not so
 4 insignificant as to be meaningless. *It should be sufficiently large that the consumer, if he*
 5 *knew what it was, would believe that a genuine bargain or saving was being offered. An*
advertiser who claims that an item has been "Reduced to \$9.99," when the former price was
\$10, is misleading the consumer, who will understand the claim to mean that a much greater,
and not merely nominal, reduction was being offered.

6 42. Additionally, FTC regulations prohibit false and misleading claims regarding the
 7 duration and expiration of sales, like those employed in the subject lines of Defendants' emails. Indeed,
 8 retailers "should not offer an advance sale under circumstances where they do not in good faith expect
 9 to increase the price at a later date, or make a 'limited' offer which, in fact, is not limited." 16 C.F.R.
 10 § 233.5.

11
 12 **D. Research Confirms That Time-Limited Discounts Influence Consumer Behavior**
 13 **and Perceptions of Value.**

14 43. Studies and articles support the effectiveness of Defendants' deceptive email scheme.

15 44. For example, a study regarding the effect of the time-limited advertisement "10 Hours
 16 Only Super Sale" concluded that "[t]he willingness to buy was significantly higher" and "the attitude
 17 towards the deal was more favourable."²

18 45. An article explains that, in a test case, the addition of countdown timers increased
 19 conversion rates "from ~3.5% to ~10%."³

20 46. Another article explains: "We compared the performance to previous 'big sale'
 21 campaigns featuring a similar single-minded design, but without the countdown timer. The uplift was
 22
 23
 24

25
 26 ² Aggarwal, P., *Use it or lose it: Purchase acceleration effects of time-limited promotions*,
 Journal of Consumer Behaviour (Sept. 17, 2002) at 399-401.

27 ³ CXL, *How Creating a Sense of Urgency Increased Sales by 332%* (Feb. 28, 2023), at pp. 10-
 18, available at <https://cxl.com/blog/creating-urgency>.

1 impressive showing: 171% higher click-to-open rate [and] 400% higher conversion rate” with
2 countdown timer.⁴

3 47. Accordingly, research confirms that deceptive discount advertising is intended to, and
4 does, influence consumer behavior by artificially inflating consumer perceptions of an item’s value
5 and causing consumers to spend money they otherwise would not have, purchase items they otherwise
6 would not have, and/or purchase products from a specific retailer.

7 **E. Plaintiff Sarah Perkins.**

8 48. Plaintiff Perkins purchased shades and window coverings from Blinds.com on June 8,
9 2022, November 11, 2022, and November 25, 2022. In making each of these purchases, she provided
10 Blinds.com with her Washington physical address and email address.

11 49. Thus, at least as of June 8, 2022, Defendants knew that Plaintiff Perkins was a resident
12 of Washington and that any emails sent to Plaintiff Perkins would be sent to a Washington resident.

13 50. Plaintiff Perkins received each of the emails from Blinds.com identified in paragraph
14 23, above.

15 51. The emails in paragraph 23 are representative examples. Plaintiff Perkins received
16 additional substantially similar emails from Blinds.com since her first purchase in 2022.

17 52. Plaintiff Perkins would like to receive and rely on truthful information from Defendants
18 regarding their Products. Due to Defendants’ conduct, Plaintiff cannot be certain which emails from
19 Defendants contain truthful information and which emails are spam with false and misleading
20 information designed to spur consumers into making a purchase. Thus, without a court order requiring
21 Defendants to only send honest emails about sales, Plaintiff cannot rely on the emails she receives.

22 **F. No Adequate Remedy at Law.**

23 53. Plaintiff seeks an injunction. Plaintiff is permitted to seek an injunction because she
24 has no adequate remedy at law. Legal remedies here are not adequate because they would not stop
25

26 ⁴ Upland Software, *Dynamic email content leads to 400% increase in conversions for Black*
27 *Friday email*, available at <https://uplandsoftware.com/adestra/resources/case-study/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/>.

1 Defendants from continuing to transmit emails with false or misleading subject lines to Washington
2 residents.

3 **V. CLASS ACTION ALLEGATIONS**

4 54. Plaintiff brings the asserted claims on behalf of the following proposed class (the
5 “Class”):

6 All Washington residents who, during the Class Period, received promotional emails
7 from Blinds.com with subject lines advertising sales or discounts.

8 55. Plaintiff reserves the right to propose subclasses based on specific subcategories of
9 emails, including emails with subject lines that stated (1) a “__% off” sale was in effect, (2) a sale
10 would expire soon or within a specific period when the same sale was extended, and (3) a sale would
11 expire soon or within a specific period when another comparable sale was immediately instituted.

12 56. The Class Period is the time period beginning on the date established by the Court’s
13 determination of any applicable statute of limitations and ending on the date a class certification order
14 is entered in this action. Thus, the statute of limitations begins no later than the date four years before
15 this Complaint is filed.

16 57. The following people are excluded from the proposed class: (1) any Judge or
17 Magistrate Judge presiding over this action and the members of their family; (2) Defendants,
18 Defendants’ subsidiaries, parents, successors, predecessors, and any entity in which the Defendants
19 or their parents have a controlling interest and their current employees, officers and directors; and (3)
20 Plaintiff’s counsel and Defendants’ counsel.

21 ***Numerosity***

22 58. The proposed class contains members so numerous that separate joinder of each
23 member of the class is impractical. There are at least thousands of Class members in Washington.

24 59. Class members can be identified through Defendants’ electronic mailing lists, internal
25 records, and public notice.

26 ***Predominance of Common Questions***

60. There are questions of law and fact common to the proposed class. Common questions of law and fact include, without limitation:

- a. whether Defendants' email subject lines regarding purported discounts are false or misleading;
- b. whether Defendants' email subject lines violate CEMA;
- c. whether Defendants' email subject lines violate the CPA; and
- d. the greater of actual damages or statutory damages due to Plaintiff and the proposed Class.

Typicality & Adequacy

61. Like members of the proposed Class, Plaintiff received emails from Defendants that contain false or misleading subject lines regarding Blinds.com's discounts.

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

Superiority

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

VI. CLAIMS

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

(By Plaintiff and the Class)

64. Plaintiff incorporates each and every factual allegation set forth above and below.

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

66. Each Defendant is a "person" under CEMA. RCW 19.190.010(11).

67. As alleged more fully above, Defendants violated CEMA by initiating the transmission of commercial electronic mail messages that contained false or misleading information in the subject line to Plaintiff's and Class members' electronic mail addresses.

68. Defendants sent these emails to Plaintiff and Class members for the purpose of promoting the Products for sale.

69. Defendants knew or had reason to know that they transmitted such emails to email addresses held by Washington residents, including Plaintiff.

70. Defendants' acts and omissions violated RCW 19.190.020(1)(b).

71. Defendants' acts and omissions injured Plaintiff and Class members.

72. The balance of equities favors the entry of permanent injunctive relief against Defendants. Plaintiff, the members of the Class, and the general public will be irreparably harmed absent the entry of permanent injunctive relief. Defendants' unlawful behavior is ongoing as of the date of the filing of this pleading, so without the entry of a permanent injunction, Defendants' unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

73. 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).

Count 2: Violations of the Washington Consumer Protection Act via Misleading Emails

(By Plaintiff and the Class)

74. Plaintiff incorporates each and every factual allegation set forth above and below,

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

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

77. As alleged above, Defendants violated CEMA by initiating the transmission of commercial electronic mail messages to Plaintiff and Class members that contained false or misleading information in the subject line.

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

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

80. As alleged more fully above, Defendants' transmission of commercial electronic messages to Plaintiff and Class members that contained false or misleading information in the subject

line also violates the CPA because it constitutes unfair or deceptive practices that occur in trade or commerce.

Unfair Acts or Practices

81. As alleged in detail above, Defendants committed “unfair” acts by falsely stating in email subject lines that they were offering a discount off the regular prices of their Products, and that the discount was only available for a limited time, when none of this was true (or at minimum was highly misleading).

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

Deceptive Acts or Practices

83. As alleged in detail above, Defendants’ representations in email subject lines that the Products were on sale, that the sale was limited in time, and that customers were receiving substantial discounts, are deceptive.

84. Defendants’ representations were likely to deceive, and did deceive, Plaintiff and other reasonable recipients. Defendants knew, or should have known through the exercise of reasonable care, that these statements were inaccurate and misleading.

85. Defendants’ unfair or deceptive acts or practices vitally affect the public interest and thus impact the public interest for purposes of applying the CPA. RCW 19.190.030(3); RCW 19.190.100.

86. Defendants’ acts and omissions caused injury to Plaintiff and Class members. Violations of CEMA establish the injury and causation elements of a CPA claim as a matter of law. *See Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1002–04 (W.D. Wash. 2019) (“by alleging a CEMA violation of RCW 19.190.020, a plaintiff alleges all five elements of a CPA violation Of particular relevance, a plaintiff alleging a CEMA violation under RCW 19.190.030(1) need not allege

injury or causation beyond the CEMA violation. . . . Moreover, the Washington Supreme Court recently held that CEMA's liquidated damages provision, RCW 19.190.040, establishes the injury and causation elements of a CPA claim as a matter of law.”).

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

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

89. Plaintiff and Class members are also entitled to, and seek, injunctive relief prohibiting further violations of the CPA.

VII. JURY DEMAND

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

VIII. PRAYER FOR RELIEF

91. Plaintiff seeks the following relief for herself and the proposed class:

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiff and the proposed class;
- The greater of actual or statutory damages, treble damages, and punitive damages where applicable;
- Pre- and post-judgment interest;
- An injunction prohibiting the deceptive conduct, as allowed by law;
- Reasonable attorneys’ fees and costs, as allowed by law;

- Any additional relief that the Court deems reasonable and just.

Dated: August 7, 2025

Respectfully submitted,

By: /s/ Cody Hoesly

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**Pro Hac Vice applications forthcoming*