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CASE #: 25-2-26946-9 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

JOSEPH KELLEY, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

INTERACTIVE MEMORIES, INC. d/b/a
MIXBOOK,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

CLASS ACTION COMPLAINT
Case No.

Dovel & Luner, LLP
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Table of Contents

I.	Introduction.....	1
II.	Parties.....	1
III.	Jurisdiction and Venue.....	2
IV.	Facts.....	2
	A. Mixbook advertises fictitious, supposedly time-limited discounts on its website.....	2
	B. Mixbook sends false and misleading emails to promote its fake sales.....	7
	C. No adequate remedy at law.....	14
V.	Class action allegations.....	15
VI.	Claims.....	16
	Count 1: Violations of Washington’s Commercial Electronic Mail Act (By Plaintiff and the Class).....	16
	Count 2: Violations of the Washington Consumer Protection Act via misleading emails.....	18
VII.	Jury Demand.....	19
VIII.	Prayer for Relief.....	19

I. Introduction.

1. Deceptive marketing emails plague consumers' inboxes. To put an end to this, the Washington legislature enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW 19.190. CEMA prohibits any person from sending a commercial email with a false or misleading subject line. RCW 19.190.020.

2. Defendant Interactive Memories, Inc. ("Defendant" or "Mixbook") manufactures, distributes, markets, and sells personalized photo books, calendars, cards, and home décor online through the Mixbook brand and website, www.mixbook.com ("Mixbook Products" or "Products").

3. Defendant's website advertises discounts off of the regular prices for its Products. And Defendant sends commercial emails to Washington residents with subject lines promoting these discounts, for example, "Up to 45% OFF ends tomorrow!"

4. Defendant's advertised discounts, however, are made up. Unlike legitimate discounts—where the seller offers a special, lower-than-usual price for a limited period of time—Defendant's discounts persist continuously. On any given day, steep discounts off of Defendant's supposed list prices are always available. As a result, Defendant's advertised regular prices, advertised discounts, and advertised expiration dates are all false and misleading. And so—when Defendant puts these false and misleading advertisements in the subject line of an email, Defendant violates CEMA (as well as Washington's Consumer Protection Act or "CPA"). *Brown v. Old Navy LLC*, 567 P.3d 38 (Wash. 2025).

5. Plaintiff is a Washington resident who received emails from Mixbook promoting Defendant's made up discounts in the subject line. Plaintiff brings this case to protect Washington residents from Mixbook's false and misleading emails about its purported discounts.

II. Parties.

6. Plaintiff Joseph Kelley is domiciled in Woodinville, Washington.

7. The proposed class includes citizens of Washington.

8. Defendant Interactive Memories, Inc. is a Delaware company with its principal place of business at 2000 Broadway Street, Redwood City, CA 94063.

1 **III. Jurisdiction and Venue.**

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

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

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

17 **IV. Facts.**

18 **A. Mixbook advertises fictitious, supposedly time-limited discounts on its website.**

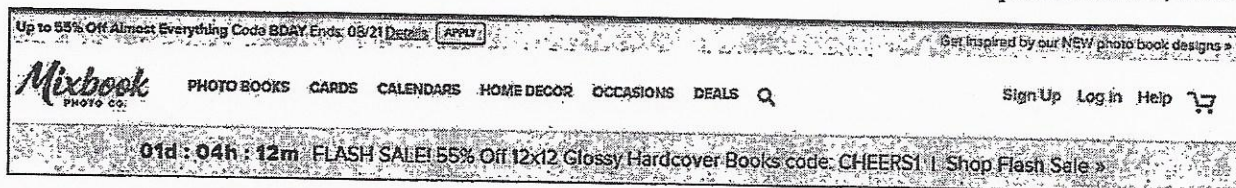
19 12. Mixbook manufactures, distributes, markets, and sells personalized photo books,
20 calendars, cards, and home décor. Mixbook sells its Products directly to consumers online, through its
21 website, www.mixbook.com.

22 13. At any given time, on its website, Defendant advertises steep discounts on its Products.
23 These advertisements offer significant discounts sitewide alongside a supposed end date of the discount.
24 Reasonable consumers reasonably interpret Defendant's advertisements to mean that if they buy now,
25 they will be getting a discount from the prices that Defendant usually charges for its Products.
26 Defendant advertises these discounts extensively: on a banner at the top of its website pages; in a large
27

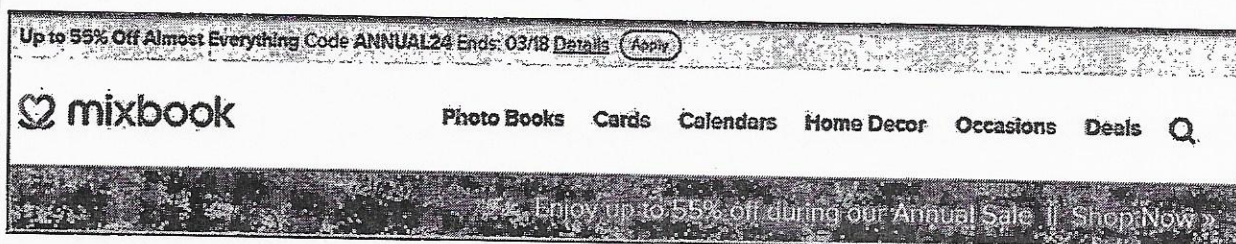
banner image on its homepage; on its product pages, shopping cart, and during checkout. Example screenshots are provided on the following pages:

50% Off Signature Lay Flats or up to 40% Off Almost Everything Else Code MARCHMIX Ends: 03/06

Captured March 7, 2023¹



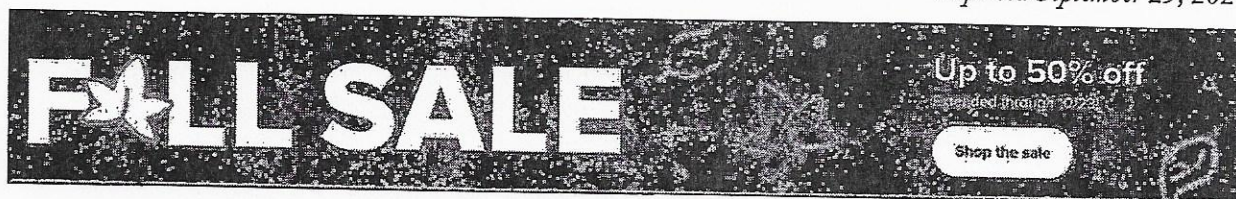
Captured August 19, 2023



Captured March 14, 2024



Captured September 25, 2024



Captured October 22, 2024

¹ The Internet Archive's Wayback Machine identifies this screenshot as having been taken on March 7, 2023 even though the advertisement is listed as ending on March 6, 2023.



Captured November 9, 2024



Captured July 3, 2025

MXNCWC02 Up to 50% Off Almost Everything

COUPON CODE

MXNCWC02

Subtotal	\$49.99
Deals MXNCWC02	\$17.50
Shipping	\$11.99
Tax	\$4.27
Total	\$48.75

You save \$17.50 with MXNCWC02

Checkout

Shopping Cart

MXNCWCQ2 Up to 50% Off Almost Everything

Order Summary

My Canvas Print
10x8" Canvas Print
Qty: 1

Subtotal	\$49.99
Deals MXNCWCQ2	\$17.50
Shipping	\$11.99
Tax	\$4.00
Total	\$48.48

You save \$17.50 with MXNCWCQ2

Pay with card

Checkout

14. In truth, however, Defendant's discounts do not expire. Immediately after each purportedly time-limited sale ends, Defendant either extends the same discount, or replaces it with a substantially similar discount with a new expiration date.

15. For example, on July 9, 2024, Defendant advertised a purportedly time-limited sale (up to 45% off) that "Ends: 07/10":

Up to 45% Off + Free Shipping on \$59+ Code CREATEJULY Ends: 07/10 Details Apply

16. On July 11, 2024, however, Defendant advertised the same sale, this time one that supposedly "Ends: 07/15":

Up to 45% Off + Free Shipping on \$59+ Code CREATEJULY Ends: 07/15 Details Apply

17. To confirm that Defendant always offers discounts off purported regular prices, Plaintiff's counsel performed an investigation of Defendant's advertising practices using the Internet Archive's Wayback Machine (available at www.archive.org).² That investigation confirms that

² The Internet Archive, available at archive.org, is a library that archives web pages. <https://archive.org/about/>.

Defendant's sales are always available. Counsel collected 58 randomly selected screenshots of Defendant's website, www.mixbook.com, from the Internet Archive's Wayback Machine, from 2023-2025. Counsel also collected screenshots directly from Defendant's website in 2025 from 49 different days. A review of these screenshots confirmed that Defendant's sales have persisted continuously for years. On every single day for which counsel reviewed Defendant's website, Defendant advertised a sitewide discount.

18. The vast majority of the time, Defendant's advertised discounts apply to everything or "almost everything" sold on Defendant's website, with no minimum purchase.³ A small minority of the time, the sitewide sales advertised on the home page require a minimum purchase, usually \$49. The list prices for Defendant's Products typically exceed the minimum purchase requirement on days that have one, meaning that even on days that include a minimum purchase requirement, the advertised discount always applies to the vast majority of Products Defendant sells. In addition, Defendant usually or always is also running *additional* promotions not advertised on the home page that apply to everything or "almost everything," with no minimum purchase requirement. For example, on July 25, 2025—a day when the sale advertised on the homepage included a minimum purchase requirement of \$49—Defendant was also offering the following promotion (described on the "Promo Terms" page at <https://www.mixbook.com/promo/terms>):

Promo code: MXDLS25! Expires 7/31

50% Off Favorites: This offer is only valid with coupon code MXDLS25. Enjoy 50% off 12X12" photo books, 14X11" calendars, premium cards, and all canvas prints. Receive 25% off almost everything else. This offer is not valid for 6X6" photo books and all Softcover photo books. This offer cannot be combined with other coupons, vouchers, Groupons, or applied after an order has been placed. Discount applies only to completed projects. No adjustments on previous purchases. Taxes will apply. Offer expires 7/31/2025 (11:59 pm PT).

Semi Gloss, Signature Matte - Glossy Hardcover	Premium Lustre Hardcover - Matte Hardcover	Signature Lay Flat (Matte and Lustre) - Matte Hardcover	Cards	Metal Prints
8x6 - 25%	8x6 - 25%	11x8.5 - 25%	All Satin Coated - 25%	4x6 - 25%
11x8.5 - 25%	11x8.5 - 25%	8.5x11 - 25%	All Signature Matte - 25%	5x7 - 25%
8.5x11 - 25%	8.5x11 - 25%	8.5x8.5 - 25%	Pearl Finish - 25%	8x10 - 25%
8.5x8.5 - 25%	8.5x8.5 - 25%	10x10 - 25%	All Premium - 50%	14x11 - 25%
10x10 - 25%	10x10 - 25%	12x12 - 50%	Cotton Texture - 25%	20x16 - 25%
12x12 - 50%	12x12 - 50%		Luxe Board - 25%	30x20 - 25%
14x11 - 25%	14x11 - 25%	Premium Lay Flat (Matte and Lustre) - Matte Hardcover	Magnet - 0%	24x36 - 25%
Semi Gloss, Signature Matte - Matte Hardcover	Dust Jacket	11x8.5 - 25%	Address Labels	Acrylic Prints
8x6 - 25%	8x6 - 25%	8.5x11 - 25%	Address Labels - 25%	6x6 - 25%
11x8.5 - 25%	11x8.5 - 25%	8.5x8.5 - 25%	Labels - 25%	11x14 - 25%
8.5x11 - 25%	8.5x11 - 25%	10x10 - 25%	Envelopes - 25%	16x20 - 25%
8.5x8.5 - 25%	8.5x8.5 - 25%	12x12 - 50%	Canvas Prints	20x30 - 25%
10x10 - 25%	10x10 - 25%	Calendars	8x10 - 50%	Poster Prints
12x12 - 50%	12x12 - 50%	11x8.5 - 25%	11x14 - 50%	11x14 - 25%
14x11 - 25%	14x11 - 25%	12x12 - 25%	16x20 - 50%	16x20 - 25%
		14x11 - 50%	20x30 - 50%	20x30 - 25%
			24x36 - 50%	24x36 - 25%

³ The following items are excluded from Defendant's sales on "almost everything": 6x6 photo books, all Softcover photobooks, and magnets.

B. Mixbook sends false and misleading emails to promote its fake sales.

19. To promote the supposed discounts it advertises on its website, Mixbook sends commercial emails to consumers on its mailing list. The subject lines of those emails frequently advertise supposed sales that are available on Defendant's products, for example, "Mystery Flash Sale". They also frequently advertise steep percent-off discounts, for example, "Up to 50% OFF" or "get 50% off almost everything." The subject lines also frequently represent that the sale is limited in time and is ending soon, for example: "TODAY ONLY" and "Last chance".

20. Defendant's subject lines are false and misleading. First, Defendant's email subject lines state that a special sale is going on (for example, "Mystery Flash Sale"). To reasonable consumers, this means that a sale is running that allows them to purchase Products at a lower-than-usual price. Second, Defendant's email subject lines state that the recipient will receive a certain percentage discount (for example, "Up to 50% OFF") if they buy during a specified timeframe. To reasonable consumers, this conveys that if they buy during the sale, they will receive the specified percentage off *Defendant's regular prices*, i.e., the price at which Mixbook typically sells the Products, sold the Products at before the promotion started, and will sell the Products again when the promotion ends. But here, because Defendant always offers significant, materially similar, sitewide discounts, consumers who buy during a supposed sale do not actually have the chance to buy Defendant's Products at a lower-than-usual price. Nor do they get the advertised discount off of Mixbook's regular prices. Instead, they get a much smaller discount, or no discount at all. In other words, based on Defendant's email subject lines, reasonable recipients believe that if they buy during a sale they will receive a real discount off of Defendant's true regular prices, but in fact what they receive is a nominal discount off of fictitious, inflated prices at which Defendant's products are rarely, if ever, sold. So these email subject lines are false or, at a minimum, misleading.

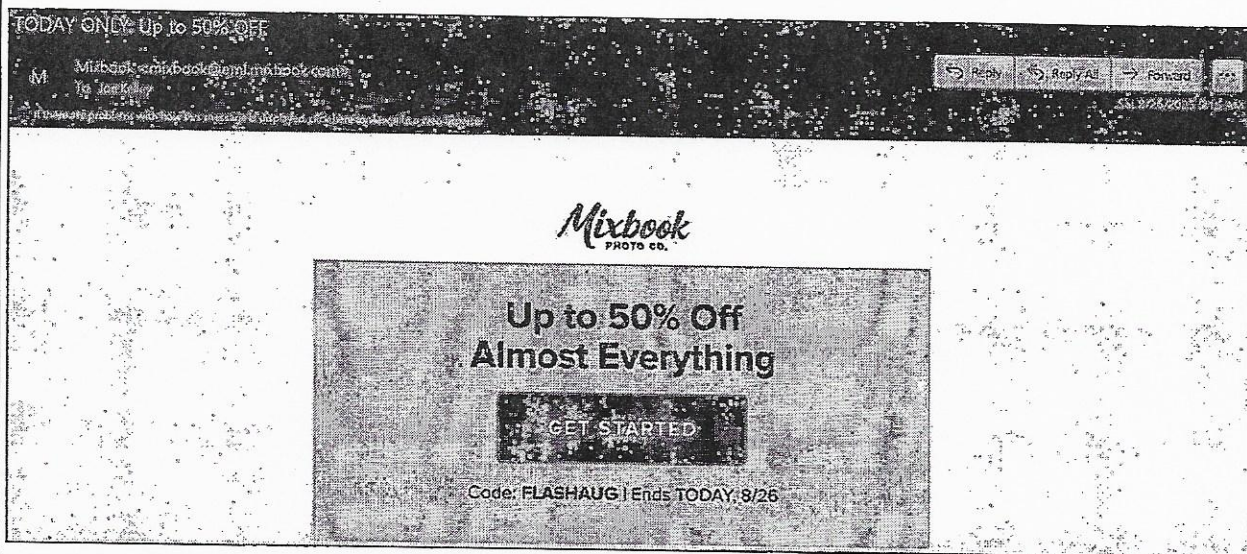
21. Second, Defendant's email subject lines often state that the discounts are limited-duration or ending soon (for example, "TODAY ONLY," "last chance", or "ends tomorrow"). To reasonable consumers, these statements convey that the advertised discount is only available for a limited period and that, after the period ends (i.e. after "TODAY"), Defendant's products will go back

to retailing at the price to which the discount (such as “50% Off”) is applied. But in reality, after the specified time period, Defendant either continues the supposedly “TODAY ONLY” sale, or replaces it with a materially similar sale offering materially similar discounts on all or nearly all of Defendant’s products. So email subject lines that contain these statements are false or, at a minimum, misleading, for this additional reason.

22. Mixbook sends these emails for the purpose of promoting its goods for sale and to drive sales. By misrepresenting the amount of its supposed discounts and the duration of its supposed sales, Mixbook creates a false sense of urgency. And Mixbook compounds this sense of urgency by accompanying the promise of deals with statements like “TODAY ONLY” and “Last Chance.” Recipients who read Defendant’s email subject lines believe that if they act now, they can purchase a higher value item at a limited-time discount. If they wait, then the discount will expire and they will have to pay the former or regular price.

23. Defendant routinely sends these kinds of deceptive emails to Plaintiff and other class members, and has done so throughout the statute of limitations period. Below are three examples.

24. On August 26, 2023, Mixbook sent a commercial email to Plaintiff and other class members with a subject line that read, “TODAY ONLY: Up to 50% OFF”:



25. Based on the representations in the subject line, reasonable recipients of the August 26, 2023 email, including Plaintiff, believed that if they purchased during the sale, they would receive this special discount off of the regular and former prices of Mixbook's Products. They also believed that Mixbook was offering a limited time sale that was ending "TODAY," i.e., that after today (August 26), customers would no longer be able to receive "up to 50% OFF." And they believed that, if they were to wait (in this case until tomorrow), that the sale would be over and the Products' prices would return to their regular prices (the prices to which "up to 50% OFF") is applied.

26. But "TODAY" was not the only day that Plaintiff and other class members could get "Up to 50% OFF" Mixbook's Products. To confirm, Plaintiff's counsel investigated Mixbook's advertising practices using the Internet Archive's Wayback Machine and a similar archiving website, arquivo.pt.⁴ The investigation revealed that every month for over four years, from 2021 to at least August 2025 (the month before this Complaint was filed), Mixbook offered a materially similar sale of up to 50% off and sometimes more. In the handful of months where Mixbook did not explicitly offer up to 50% off, it offered a materially similar sale of up to 40% or 45% off plus an extra 10% off.

Date ⁵	Advertised Sale
1/7/2021	Up to 50% + An Extra 10% Off
2/5/2021	Enjoy up to 50% Off Everything
3/15/2021	Enjoy up to 55% off sitewide!
4/18/2021	Up to 50% Off + 10% Off
5/29/2021	Enjoy up to 50% Off Everything
6/16/2021	Up to 50% Off Everything!
7/22/2021	Up to 55% Off Everything!
8/11/2021	Up to 40% Off + 10% Off Everything!
9/23/2021	Enjoy up to 50% Off Everything
10/15/2021	Enjoy up to 50% Off Everything
11/11/2021	Enjoy up to 50% Off Everything!
12/19/2021	FREE Express Shipping on \$79+ & Up to 50% Off
1/21/2022	Enjoy up to 50% Off Everything!
2/4/2022	Up to 50% off Everything
3/10/2022	Up to 55% off Everything

⁴ arquivo.pt is a Portugal-based internet archiving service. It captures the same Mixbook URL as the US-based Internet Archive (www.mixbook.com). Because arquivo.pt often captures different dates from the Internet Archive, it fills in archival gaps.

⁵ Date refers to the date of the archive available on the Wayback Machine or arquivo.pt.

Date ⁹	Advertised Sale
4/19/2022	Up to 50% Off + An Extra 5% Off Everything
5/27/2022	Up to 50% Off + FREE Shipping on \$49+
6/30/2022	Up to 45% + 10% off everything
7/8/2022	Up to 50% Off Everything
8/25/2022	Up to 55% Off + \$16 Deals
9/22/2022	Up to 50% Off + an Extra 10% Off
10/22/2022	Up to 45% + An Extra 10% Off Almost Everything
11/5/2022	Up To 50% Off Plus An Extra 10% Off + \$5 Shipping
12/2/2022	Up To 55% Off
1/19/2023	Up To 50% Off Almost Everything + Half Off Standard Shipping
2/14/2023	Up to 40% off + An Extra 10% off Everything
3/9/2023	Up to 55% Off
4/1/2023	Up to 50% Off Almost Everything
5/3/2023	Up to 50% Off Almost Everything + Free Standard Shipping on \$59+
6/6/2023	Up to 50% Off + Half Off Shipping
7/5/2023	Up to 50% Off + Free Shipping on \$59+
8/19/2023	Up to 55% Off Almost Everything
9/21/2023	Up to 50% Off + An Extra 10% Off & Free Shipping on \$59+
10/21/2023	Up To 45% Off + 10% Off + Free Shipping on \$59+
11/11/2023	Up to 50% Off + An Extra 10% Off Signature Lay Flats
12/2/2023	Up to 55% Off + Free Shipping on \$59
1/21/2024	Up to 50% Off + Half Off Standard Shipping
2/24/2024	Up to 50% Off + Free Shipping on \$59+
3/14/2024	Up to 55% Off Almost Everything
4/1/2024	Up to 50% Off + An Extra 10% Off + Free Shipping* on \$79+
5/3/2024	Up to 55% Off + Free Standard Shipping on \$59+
6/2/2024	Up to 50% off Almost Everything
7/1/2024	Up to 50% Off Almost Everything
8/17/2024	Up to 55% Off
9/3/2024	Up to 50% Off + Free Shipping on \$59+
10/22/2024	Up to 50% Off
11/9/2024	Up to 50% Off + Free Shipping on \$59+
12/9/2024	Up to 55% off & free shipping on \$59+
1/18/2025	Up to 50% Off Almost Everything
2/22/2025	Up to 50% Off Almost Everything
3/15/2025	Up to 55% Off Almost Everything
4/19/2025	Up to 50% Off + An Extra 10% Off
5/21/2025	Up to 55% Off Almost Everything
6/26/2025	Up to 50% off + an extra 10% off
7/18/2025	Up to 55% off almost everything
8/15/2025	Up to 55% off + free shipping on \$55+

27. Accordingly, the subject line of Defendant's email—"up to 50% OFF"—was false and misleading in two ways. First, the subject line's assertion that recipients would get up to "50%" off was false and misleading. Because, as shown above, Defendant's sales are always available, recipients of the email could not actually get 50% off of Defendant's regular prices. Instead, they could get a nominal discount off of fictitious list prices at which Defendant's products are rarely if ever sold. Second, the duration of the sale as represented by the subject line was deceptive because recipients of the email could regularly and consistently get up to 50% off on Defendant's Products. As shown above, the ability to get up to 50% off did not end "TODAY"; it was regularly available even after "TODAY." The August 26, 2023 email was false, misleading, and violated CEMA.

28. In a second example, on August 27, 2023, Mixbook sent a commercial email to Plaintiff and other class members with a subject line that read, "Up to 45% OFF ends tomorrow!"



29. Based on the representations in the subject line, reasonable recipients of the August 27, 2023, email, including Plaintiff, believed that, if they purchased during the sale, they would receive this special discount off the regular and former prices of the Products. They also believed that Mixbook was offering a limited-time sale that was ending the next day, i.e., that after the next day (August 28, 2023), customers would no longer be able to receive "Up to 45% OFF." And they believed that, if they were to wait (in this case, if they were to wait beyond the next day), then the sale would be over and the Products' prices would return to their regular prices (the prices to which the "Up to 45% Off" is applied.)

30. But Mixbook's customers could get up to 45% off even after August 28. From September 1 through September 4, Mixbook again advertised "Up to 45% Off Almost Everything":



31. In fact, as shown above, discounts of up to 45% (or more) on everything or almost everything are always available on Defendant's website, and have been for years.

32. Accordingly, the subject line of Defendant's email—"Up to 45% OFF ends tomorrow!"—was false and misleading in two ways. Recipients of this email could not actually get a real 45% off of Defendant's regular prices. Instead, as with the first example, they could only get a nominal discount off of fictitious prices at which Defendant's products are rarely if ever sold. And—like in the first example—Plaintiff's and class members' chance to receive a nominal discount of 45% off of Defendant's made up list prices did not "end[] tomorrow." As shown above, that same discount continued to be available in early September, and many, many times since. The August 27, 2023 email was false, misleading, and violated CEMA.

33. Mixbook sent many similar false and/or misleading emails to Plaintiff and class members. For example, on September 6, 2023, Mixbook sent Plaintiff and other class members an email with the subject line "LAST CHANCE: 50% OFF your next order"; on December 29, 2023 Mixbook again sent Plaintiff an email with the subject line "TODAY ONLY: 50% off your order"; and on July 28, 2024 Mixbook sent Plaintiff an email with the subject line "Just For You: 50% OFF". Because the discounts were not actually discounts off the regular prices and because the discounts were not available "today only" and did not represent the "last chance" to get the discount, these emails were false, misleading, and violated CEMA.

34. Defendant sent at least the following emails with false and misleading subject lines to Plaintiff and putative class members:

Email Date	Subject Line
21-Mar-21	Celebrate your memories with up to 50% off
23-Mar-21	Celebrate your memories with up to 50% off
25-Mar-21	You'll love this: up to 50% + 10% off
27-May-21	4 thoughtful gifts he'll love + up to 50% off
1-Jun-21	Relive your weekend memories with 40-50% off
7-Jun-21	We really miss you Open now for a 50% off gift
15-Jun-21	Inspiration from creators like you + 50% off
17-Jun-21	3 Ways to Refresh Your Space for Summer + 50% Off
20-Jun-21	Photo books to celebrate summer + 50% Off
6-Jul-21	Tuesday treat: 50% off square books + more!
10-Jul-21	As a special thanks: a golden ticket for you
5-Sep-21	Haven't seen you in awhile. Enjoy up to 55% off your next order!

1	12-Sep-21	Mystery Flash Sale!
2	28-Sep-21	Last Chance for our Friends & Family Sale!
3	28-Nov-21	Last chance at Black Fri-YAY!
4	1-Dec-21	Final chance at Cyber Monday!
5	2-Dec-21	Exclusive daily deals are here!
6	26-Aug-23	TODAY ONLY: Up to 50% OFF
7	27-Aug-23	Up to 45% OFF ends tomorrow!
8	6-Sep-23	LAST CHANCE: 50% OFF your next order
9	12-Sep-23	Wish You Were Here! Save 50% OFF extra pages
10	17-Sep-23	Ends soon! Up to 45% OFF 🌟
11	20-Sep-23	First Dibs: FREE shipping & Up to 50% OFF + 10% OFF
12	23-Sep-23	MYSTERY FLASH SALE
13	24-Sep-23	This sale ends TOMORROW! ✨
14	25-Sep-23	LAST CHANCE: Friends & Family Sale ends at MIDNIGHT!
15	5-Oct-23	Up to 40% OFF gifts for teacher's 🍎
16	10-Dec-23	Ends Tonight: 55% Off + FREE Shipping (No Min)
17	11-Dec-23	Today Only: 55% Off Additional Pages
18	12-Dec-23	FLASH SALE! 40-50% Off + FREE Shipping (No Min)
19	13-Dec-23	Just 2 More Days to Save 40-50% (Plus Free Shipping - no minimum!)
20	14-Dec-23	LAST CHANCE for 40-50% Off + FREE Shipping (No Min!)
21	15-Dec-23	Last-Minute Deals: 55% Off Almost Everything Starts Now!
22	16-Dec-23	One Day Left! Get 55% Off Almost Everything + FREE Shipping
23	16-Dec-23	Time's Running Out on 55% Off Almost Everything!
24	17-Dec-23	55% Off Almost Everything + Free Shipping Ends Soon
25	17-Dec-23	Last Call for Last-Minute Deals (And Standard Shipping)
26	18-Dec-23	Choose Your Deal! It's Now or Never.
27	18-Dec-23	One Last Day to Choose Your Deal!
	22-Dec-23	Joe, your early access to 50% off is HERE!
	23-Dec-23	50% Off Almost Everything + FREE Shipping on \$59+
	28-Dec-23	50% Off Photo Calendars & More
	29-Dec-23	TODAY ONLY: 50% off your order
	13-Jun-24	Surprise, Joe! Enjoy this special deal on your next order.
	27-Jun-24	Joe, something just for you...
	30-Jun-24	MYSTERY SALE
	2-Jul-24	MYSTERY SALE ENDS SOON ✨
	12-Jul-24	Joe, last chance to get your reward!
	19-Jul-24	Give 40% off, Get 40% off + Free Shipping
	28-Jul-24	Just For You: 50% OFF
	2-Aug-24	Reminder for Joe: ⚡ MYSTERY SALE ⚡

10-Nov-24	Last chance to get 50% off almost everything!
24-Apr-25	Half off extra pages or up to 45% off
13-Aug-25	BIRTHDAY SALE 🎂 Joe, here's your early access to deals

35. Mixbook knows, or has reason to know, that it sends its emails containing false and misleading subject lines to Washington residents. Mixbook knows where recipients of its emails reside because (i) Mixbook has physical addresses associated with recipients' accounts or orders; and (ii) Mixbook has access to data regarding the recipient including the recipient's state of residence, such as geocoordinate and IP address tracking in Mixbook's promotional emails.

36. Mixbook also knows what sales it is offering and knows that, in truth, it almost always offers sales and its sales are not truly ending soon.

37. Mixbook's commercial emails containing false and misleading information about its 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.

38. Plaintiff was not, and putative class members are not, aware that Mixbook's email subject lines are false and misleading. Reasonable consumers are not monitoring Mixbook's website and tracking its discounts every day for months or years to determine whether or not the sales are real, and whether or not the email subject lines promoting those sales are true.

C. No adequate remedy at law.

39. Plaintiff seeks an injunction. Plaintiff is permitted to seek an injunction because he has no adequate remedy at law. Legal remedies here are not adequate because they would not stop Mixbook from continuing to transmit emails with false or misleading subject lines to Washington residents.

40. CEMA gives Plaintiff a clear right not to receive commercial emails that have false or misleading subject lines and Plaintiff does not want to receive such emails. Mixbook has sent emails to Plaintiff for years so he has a well-grounded fear that Mixbook will continue to violate his right to be free of such commercial emails.

41. Mixbook's sending of false and misleading commercial emails also results in actual and substantial injury to Plaintiff. First, it violates his statutory right not to receive commercial emails that

contain false or misleading subject lines, which the legislature has deemed to be a “matter[] vitally affecting the public interest.” RCW 19.190.030. Violation of a right that vitally affects the public interest results in actual and substantial harm to Plaintiff and putative class members. Second, as described above, these deceptive promotions also cause harm by clogging up Plaintiff’s inbox, wasting email storage space, and creating a false sense of urgency to purchase Defendant’s products. So, while Plaintiff would like to receive truthful information from Mixbook, he does not want to receive emails with false and misleading subject lines. Due to Mixbook’s conduct, Plaintiff cannot tell which emails from Mixbook contain truthful information and which emails are spam with false and misleading information designed to spur him into making a purchase. Without a court order requiring Mixbook to send only honest emails about its sales, he cannot rely on the emails he receives thereby causing actual and substantial injury.

V. Class action allegations.

42. Plaintiff brings the asserted claims on behalf of the proposed class of:

- all Washington residents who received promotional emails from Mixbook with subject lines advertising sales or discounts on Mixbook Products.

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

Numerosity

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

45. Class members can be identified through Mixbook’s electronic mailing lists.

Existence of Common Questions

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

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

Typicality & Adequacy

47. Like members of the proposed Class, Plaintiff received emails from Mixbook that contain false or misleading subject lines regarding Mixbook's discounts.

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

Superiority

49. 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)**

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

51. Plaintiff brings this cause of action on behalf of himself and members of the Class.

52. CEMA prohibits the sending of a commercial email that "[c]ontains false or misleading information in the subject line." RCW 19.190.020. Advertising fake discounts in the subject line of a promotional email, with fake time pressure, violates CEMA. *Brown v. Old Navy LLC*, 567 P.3d 38 (Wash. 2025).

53. Mixbook is a "person" under CEMA. RCW 19.190.010(11).

54. As alleged more fully above, Mixbook 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.

55. Mixbook's email subject lines stating the purported discount recipients will receive if recipients purchase during the sale are false and misleading because, as discussed above, consumers do not truly receive the discounts Mixbook advertises. Instead, because substantial discounts are almost always available, the purported discounts are illusory.

56. Mixbook's email subject lines stating the supposed duration of its sales are false and misleading because, as discussed above, Mixbook's sales are almost always available.

57. Mixbook sent these emails to Plaintiff and Class members for the purpose of promoting Mixbook's Products for sale.

58. As a result, these promotional emails contain false or misleading information in the subject line, in violation of CEMA

59. Mixbook knew or had reason to know that it transmitted such emails to email addresses held by Washington residents, including Plaintiff.

60. Based on the emails Mixbook sent to Plaintiff, Mixbook has sent at least thousands of emails to Washington recipients, with similar false or misleading subject lines.

61. Mixbook's acts and omissions violated RCW 19.190.020(1)(b).

62. Mixbook's acts and omissions injured Plaintiff and Class members.

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

64. 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)

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

66. Plaintiff brings this cause of action on behalf of himself and members of the Class.

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

68. As alleged above, Mixbook 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.

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

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

71. As alleged more fully above, Mixbook’s 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

72. As alleged in detail above, Mixbook committed “unfair” acts by falsely stating in email subject lines that it was offering a discount off the regular prices of its Products, and that customers could receive that discount only by purchasing during the sale period, when none of this was true.

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

Deceptive Acts or Practices

74. As alleged in detail above, Mixbook’s representations in email subject lines regarding the amount of discount that an email recipient could receive and the duration of the supposed sale was deceptive.

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

76. Mixbook'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 19.190.030(3); RCW 19.190.100.

77. Mixbook's acts and omissions caused injury to Plaintiff and Class members. In addition, violations of CEMA establish the injury and causation elements of a CPA claim as a matter of law.

78. 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.

79. Under the CPA, Plaintiff and Class members are entitled to, and 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 Mixbook and other persons from committing CEMA violations, and punish Mixbook for its false and misleading advertising practices.

80. Plaintiff and Class members are also entitled to, and seek, injunctive relief prohibiting Mixbook's further violations of the CPA.

VII. Jury Demand.

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

VIII. Prayer for Relief.

82. Plaintiff seeks the following relief for himself 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;

- 1 • The greater of actual or statutory damages, treble damages, and punitive damages where
2 applicable;
- 3 • Pre- and post-judgment interest;
- 4 • An injunction prohibiting Mixbook's deceptive conduct, as allowed by law;
- 5 • Reasonable attorneys' fees and costs, as allowed by law;
- 6 • Any additional relief that the Court deems reasonable and just.

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8 Dated: September 16, 2025

Respectfully submitted,

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27