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13 SUPERIOR COURT OF WASHINGTON
14 FOR KING COUNTY
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13 TERESA KELLY,
14 for herself, as a private attorney general, and/or
15 on behalf of all others similarly situated,

16 Plaintiff,

17 v.

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19 ASHLEY STEWART, INC. and
20 KINBOW LLC

21 Defendants.
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Case No.

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

1 Plaintiff Teresa Kelly ("Ms. Kelly"), demanding trial by jury as to all issues so triable in
 2 a separate document to be filed, alleges as follows, on personal knowledge and/or upon the
 3 investigation of her counsel, against Ashley Stewart, Inc. ("Ashley Stewart") and Kinbow LLC
 4 (collectively, "Defendants"):

5 INTRODUCTION AND SUMMARY

6 1. This is a class action against Ashley Stewart, Inc. and Kinbow LLC for false or
 7 misleading email marketing in violation of the Washington Consumer Protection Act ("CPA"),
 8 RCW 19.86, and the Washington Commercial Electronic Mail Act, ("CEMA"), RCW 19.190.

9 2. Ashley Stewart is a designer, marketer, and retail seller of American plus-size
 10 women's clothing and accessories. Almost all the items offered for sale by Ashley Stewart on
 11 its website www.ashleystewart.com and in its retail stores, and advertised in its email
 12 marketing, are branded as "Ashley Stewart" products and are offered and sold exclusively by
 13 Ashley Stewart.

14 3. For years, Ashley Stewart has engaged in a massive and consistent false
 15 discount advertising scheme across its website, in its retail stores, and in its marketing emails.
 16 Specifically, Ashley Stewart advertises perpetual or near-perpetual discounts—typically 40% to
 17 70% off—on all its products. These discounts are taken from Ashley Stewart's inflated and
 18 self-created list prices for its products. Ashley Stewart's advertised discounts are viewed both
 19 under the law and by reasonable consumers to refer to discounts from Ashley Stewart's own
 20 regular offering prices for the products. However, Ashley Stewart's advertised discounts are
 21 false because Ashley Stewart never or almost never offers or sells the products at their list
 22 price.

23 4. Ashley Stewart also falsely advertises "free" offers such as "Buy 1 Get 1 Free"
 24 or "BOGO Free" where Ashley Stewart represents that it will include one more of a given item
 25 (or of a specified similar item) for "free" if the consumer pays the list price for the item. Ashley
 26 Stewart's advertised "free" offers are viewed both under the law and by reasonable consumers
 27 to mean that the consumer is getting the "free" item(s) at no cost in conjunction with the
 28 purchase of the first item at no more than that first item's regular price. However, because the

1 item is “discounted” by up to 75% off the list price at all other times, this means Ashley
 2 Stewart is directly recovering all of the cost, or even more than the cost, of the “free” item(s) by
 3 increasing the price of the first item, such that the free offer is illusory, and the consumer is not
 4 getting any deal at all.

5 5. Ashley Stewart also falsely advertises that the purported savings are for a
 6 limited time and indicates that its products will return to the full price after the sale ends, when
 7 in fact the advertised savings are perpetual and never-ending.

8 6. An important part of Ashley Stewart’s false discount advertising scheme is to
 9 send a constant stream of marketing emails to consumers that prominently advertise these false
 10 discounts in the subject line. Many of the consumers who receive these emails with deceptive
 11 email subject lines are Washington residents.

12 7. For example, Ashley Stewart sends emails with subject lines that advertise false
 13 discounts at a specified purported percentage off (e.g., “**50% off DRESSES**”). The stated
 14 discounts in the subject lines are materially false or misleading because, in reality, the discounts
 15 are being calculated from inflated and fictitious list prices at which Ashley Stewart has never or
 16 almost never offered its products for sale.

17 8. Ashley Stewart also sends emails with subject lines that advertise false “free”
 18 offers (e.g., “**LAST DAY TO CLAIM YOUR FREEBIE! Buy 1 Dress, Get 1 FREE!**”). The
 19 subject lines are materially false or misleading because, in reality, the “free” items are not
 20 actually free; Ashley Stewart directly recovers all of the cost, or even more than the cost, of the
 21 “free” item(s) by increasing the price of the first item to the inflated—and otherwise never
 22 charged—list price.

23 9. The subject lines of the emails are also materially false or misleading because
 24 they advertise that the purported savings are for a limited time and indicate that the products
 25 will return to the full price after the sale ends (e.g. “**Final Hours! 50% off SITEWIDE ends**
 26 **tonight**”), when in fact the advertised savings are perpetual and never-ending.

27 10. The Washington Supreme Court recently held that CEMA “prohibits sending
 28 Washington residents commercial e-mails that contain *any* false or misleading information in

1 the subject lines of such e-mails.” *Brown v. Old Navy, LLC*, 567 P.3d 38, 47 (Wash. 2025)
 2 (emphasis in original). This includes false or misleading information about promotions, sales
 3 events, or discounts. **“CEMA protects consumers by requiring that commercial e-mails
 4 communicate honestly about the terms of a given promotion or sale in the subject line.”**
 5 *Id.* “A violation of CEMA’s e-mail regulations is a per se violation of the Consumer Protection
 6 Act (CPA).” *Id.* at *2.

7 11. Ms. Kelly brings this lawsuit individually and on behalf of a class of consumers
 8 residing in Washington who also received emails from Ashley Stewart which contained false or
 9 misleading discount advertising in the subject line. Ms. Kelly’s requested relief includes an
 10 injunction to end the unlawful practices alleged herein. Ms. Kelly also requests an award to
 11 herself and to each class member of \$500 in statutory damages for each and every violative
 12 email received, and an award of attorneys’ fees and costs.

13 THE PARTIES

14 12. Plaintiff Teresa Kelly is a citizen and resident of the city of Federal Way, in
 15 King County, Washington.

16 13. Ms. Kelly has been receiving Ashley Stewart’s promotional emails since at least
 17 2020, and she received all of the violative emails described herein that Ashley Stewart had sent
 18 within the applicable limitations period.

19 14. Defendant Ashley Stewart, Inc. (“Ashley Stewart”) is a Delaware corporation
 20 headquartered at 150 Meadowlands Parkway, Secaucus, New Jersey 07094. Ashley Stewart is
 21 an American plus-size women’s clothing company and lifestyle brand. Almost all the items
 22 offered for sale by Ashley Stewart on its website www.ashleystewart.com and in its retail
 23 stores, and advertised in its email marketing, are branded as “Ashley Stewart” products and are
 24 offered and sold exclusively by Ashley Stewart. Ashley Stewart maintains an online shopping
 25 website, www.ashleystewart.com, where customers can purchase products and ship them to
 26 anywhere in the United States, including Washington State. Ashley Stewart also has 74 stores
 27 across the United States, but none are in Washington State.
 28

15. Defendant Kinbow LLC is a limited liability company that was formed on March 6, 2024. Kinbow LLC is headquartered at 732 S 6th Street, Suite R, Las Vegas, Nevada 89101. On April 1, 2024, Kinbow LLC acquired the majority stake of Defendant Ashley Stewart, Inc. from Ashley Stewart's parent company, ASI Holdco LLC. As the majority stakeholder, Kinbow LLC now owns and operates the Ashley Stewart brand, including its website and retail stores.¹ Based on information and belief, Kinbow LLC directed or assisted the marketing operations of the Ashley Stewart brand and the perpetration of the unlawful actions described herein—including the creation and sending of the violative emails.

16. Ashley Stewart, Inc. and Kinbow LLC are collectively referred to as "Ashley Stewart" or "Defendants" in this Complaint.

JURISDICTION AND VENUE

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

18. This Court has personal jurisdiction over Defendants pursuant to, without limitation, RCW 4.28.185, in that: (1) Defendants have transacted and continue to transact business within the State of Washington and/or (2) Defendants have committed tortious acts within the State of Washington or has committed tortious acts outside the State of Washington which had an impact within the State of Washington. In addition, Defendants intended, knew, or are chargeable with the knowledge that their out-of-state actions would have a consequence within Washington.

19. With regard to the cause of action brought pursuant to the Washington Consumer Protection Act, this Court has personal jurisdiction over Defendants pursuant to

¹ See Kinbow LLC press release regarding its acquisition of Ashley Stewart at <https://www.businesswire.com/news/home/20240401495482/en/Kinbow-Acquires-Majority-Stake-in-Ashley-Stewart-Inc.-Expanding-Its-Commitment-to-Retail>.

1 RCW 19.86.160. For example, and without limitation, Defendants have engaged and are
 2 continuing to engage in conduct in violation of RCW 19.86 which has had and continues to
 3 have an impact in Washington State which said chapter reprehends.

4 20. Venue is proper in King County Superior Court because, without limitation,
 5 Plaintiff resides in King County; a significant portion of the acts giving rise to this civil action
 6 occurred in King County; and/or Defendants intended to and did have a substantial and
 7 foreseeable effect on trade or commerce in King County.

8 FACTUAL ALLEGATIONS

9 21. Ashley Stewart is a designer, marketer, and retail seller of American plus-size
 10 women's clothing and accessories. Almost all the items offered for sale by Ashley Stewart on
 11 its website www.ashleystewart.com and in its retail stores, and advertised in its email
 12 marketing, are branded as "Ashley Stewart" products and are offered and sold exclusively by
 13 Ashley Stewart.

14 22. Defendants own and operate the Ashley Stewart brand, including the Ashley
 15 Stewart website, retail stores, and marketing operations.

16 23. The Ashley Stewart website is accessible from Washington State and consumers
 17 in Washington State can view the contents of and purchase goods from the Ashley Stewart
 18 website. Ashley Stewart sends marketing emails to consumers throughout the country,
 19 including thousands of consumers in Washington State.

20 **A. Background Information: Ashley Stewart's Advertised Discounts Are** 21 **False.**

22 24. For years, Ashley Stewart has engaged in a massive and consistent false
 23 discount advertising scheme both on its website and in its retail stores. Specifically, Ashley
 24 Stewart advertises perpetual or near-perpetual discounts—typically 40% to 70% off—on all of
 25 its products. These discounts are taken from Ashley Stewart's advertised list prices for its
 26 products. Ashley Stewart's advertised discounts are viewed both under the law and by
 27 reasonable consumers to refer to discounts from Ashley Stewart's own regular offering prices
 28 for its products. However, Ashley Stewart's advertised discounts are false. Ashley Stewart

1 never or almost never offers or sells its products at their list price in on its website or in its
2 retail stores.

3 25. Ashley Stewart also advertises “free” offers such as “Buy 1 Get 1 Free” or
4 “BOGO Free” where Ashley Stewart represents that it will include one more of a given item (or
5 of a specified similar item) for “free” if the consumer pays the list price for the item. Ashley
6 Stewart’s advertised “free” offers are viewed both under the law and by reasonable consumers
7 to mean that the consumer is getting the “free” item(s) at no cost in conjunction with the
8 purchase of the first item at no more than that first item’s regular price. However, because the
9 item is “discounted” by up to 75% off the list price at all other times, this means Ashley
10 Stewart is directly recovering all of the cost, or even more than the cost, of the “free” item(s) by
11 increasing the price of the first item, such that the free offer is illusory, and the consumer is not
12 getting any deal at all.

13 26. Ashley Stewart also falsely advertises that the purported savings are for a
14 limited time and indicates that its products will return to the full price after the sale ends, when
15 in fact the advertised savings are perpetual and never-ending.

16 27. Plaintiff’s allegations concerning Ashley Stewart’s false discount advertising are
17 based in part on Plaintiff’s counsel’s investigation of Ashley Stewart using the Internet
18 Archive’s Wayback Machine (available at www.archive.org).² Plaintiff’s allegations are also
19 based on Plaintiff’s counsel’s own monitoring and scraping of approximately 1,000 products
20 per day from the Ashley Stewart website with a proprietary software program since June 28,
21 2025, including time-stamped screenshots of each product.

22 28. Counsel’s investigation confirms that Ashley Stewart’s perpetual sales have
23 persisted continuously since at least September 2021. Plaintiff’s counsel examined over a
24 hundred randomly selected screenshots of the Ashley Stewart website from the Internet
25 Archive’s Wayback Machine, going back to 2021. Every one of the randomly selected
26 screenshots displayed a purportedly time-limited sitewide discount and/or individual product

27
28 ² The Internet Archive is an internet library that archives webpages. For more
information: <https://archive.org/about/>.

1 discounts. Likewise, counsel's analysis of the screenshots and the extracted pricing data
2 collected with and compiled by counsel's proprietary software program shows that Ashley
3 Stewart's perpetual "sales" and false discounts continue to this day.

4 29. Plaintiff's counsel has also investigated and reviewed years of marketing emails
5 sent by Ashley Stewart to its customers. The percentage-off discounts and "free" offers which
6 Ashley Stewart advertised, and continues to advertise, in the subject lines of its marketing
7 emails are consistent with the false discounts and pricing on the Ashley Stewart website.

8 30. Ashley Stewart's false discount advertising is so pervasive across all of its
9 products and in all of its advertising and promotional emails that it is apparent that the heart of
10 Ashley Stewart's marketing plan is to deceive the public.

11 31. Ashley Stewart advertises these false and deceptive discounts because they work
12 and increase sales and profits. Decades of academic research has established that the use of
13 discount advertising like that utilized by Ashley Stewart materially impacts consumers'
14 behavior by affecting the consumer's perception of the value of the transaction, the consumer's
15 willingness to make the purchase, and the amount of money the consumer is willing to pay for
16 the product.³

17
18 ³ See, e.g., Richard Staelin, Joel E. Urbany & Donald Ngwe, *Competition and the*
19 *Regulation of Fictitious Pricing*, 87 J. of Mktg. 826 (2023); Mark Armstrong & Yongmin
20 Chen, *Discount Pricing*, 58 Econ. Inquiry 1614 (2020); Rajesh Chandrashekar & Dhruv
21 Grewal, *Assimilation of Advertised Reference Prices: The Moderating Role of Involvement*, 79
22 J. Retailing 53 (2003); Pilsik Choi & Keith S. Coulter, *It's Not All Relative: The Effects of*
23 *Mental and Physical Positioning of Comparative Prices on Absolute Versus Relative Discount*
24 *Assessment*, 88 J. Retailing 512 (2012); Larry D. Compeau & Dhruv Grewal, *Comparative*
25 *Price Advertising: An Integrative Review*, 17 J. Pub. Pol'y & Mktg. 257 (1998); Larry D.
26 Compeau, Dhruv Grewal & Rajesh Chandrashekar, *Comparative Price Advertising: Believe*
27 *It or Not*, 36 J. Consumer Aff. 284 (2002); David Friedman, *Reconsidering Fictitious Pricing*,
28 100 Minn. L. Rev. 921 (2016); Dhruv Grewal & Larry D. Compeau, *Consumer Responses to*
Price and its Contextual Information Cues: A Synthesis of Past Research, a Conceptual
Framework, and Avenues for Further Research, in 3 Rev. of Mktg. Res. 109 (Naresh K.
Malhotra ed., 2007); Daniel J. Howard & Roger A. Kerin, *Broadening the Scope of Reference*
Price Advertising Research: A Field Study of Consumer Shopping Involvement, 70 J. Mktg. 185
(2006); Aradhna Krishna, Richard Briesch, Donald R. Lehmann & Hong Yuan, *A Meta-*
Analysis of the Impact of Price Presentation on Perceived Savings, 78 J. Retailing 101 (2002);
Balaji C. Krishnan, Sujay Dutta & Subhash Jha, *Effectiveness of Exaggerated Advertised*
Reference Prices: The Role of Decision Time Pressure, 89 J. Retailing 105 (2013); Gorkan
Ahmetoglu, Adrian Furnham, & Patrick Fagan, *Pricing Practices: A Critical Review of their*
Effects on Consumer Perceptions and Behavior, 21 J. of Retailing & Consumer Servs. 696
(2014); Bruce L. Alford & Abhijit Biswas, *The Effects of Discount Level, Price Consciousness*

32. Consumers that are presented with discounts are substantially more likely to make the purchase. “Nearly all consumers (94%) search for a deal or offer when shopping online,” “81% of [consumers] say finding a great offer or discount is on their mind throughout the entire purchase journey,” and “two-thirds of consumers have made a purchase they weren’t originally planning to make solely based on finding a coupon or discount.” RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among Millennial Buyers (prnewswire.com).

33. The Ninth Circuit has also acknowledged and explained how false discount advertising materially affects consumer behavior: “Most consumers have, at some point, purchased merchandise that was marketed as being ‘on sale’ because the proffered discount seemed too good to pass up. Retailers, well aware of consumers’ susceptibility to a bargain, therefore have an incentive to lie to their customers by falsely claiming that their products have previously sold at a far higher ‘original’ price in order to induce customers to purchase merchandise at a purportedly marked-down ‘sale’ price.” *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1101 (9th Cir. 2013).

B. CEMA Prohibits Sending Washington Residents Commercial Emails With False Or Misleading Subject Lines.

34. Washington’s Commercial Electronic Mail Act (CEMA) regulates deceptive email marketing.

35. CEMA prohibits a person from initiating or conspiring to initiate the transmission to an email address that the sender knows, or has reason to know, is held by a Washington State resident of a commercial email that contains false or misleading information in the email’s subject line. RCW 19.190.020(1)(b).

36. The Washington Supreme Court has recently confirmed that CEMA “prohibits sending Washington residents commercial e-mails that contain *any* false or misleading

and Sale Proneness on Consumers’ Price Perception and Behavioral Intention, 55 J. Bus. Res. 775 (2002); and Tridib Mazumdar, S. P. Raj & Indrahit Sinha, *Reference Price Research: Review and Propositions*, 69 J. Mktg. 84 (2005).

1 information in the subject lines of such e-mails.” *Brown v. Old Navy, LLC*, 567 P.3d 38, 47
 2 (Wash. 2025) (emphasis in original). This includes false or misleading information about
 3 promotions, sales, or other pricing information. **“CEMA protects consumers by requiring**
 4 **that commercial e-mails communicate honestly about the terms of a given promotion or**
 5 **sale in the subject line.”** *Id.*

6 37. “CEMA was enacted to protect concrete interests in being free from deceptive
 7 commercial e-mails. CEMA’s prohibition on sending commercial e-mails with false or
 8 misleading subject lines . . . creates a substantive right to be free from deceptive commercial e-
 9 mails.” *Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1011 (W.D. Wash. Nov. 27, 2019)
 10 (holding that the plaintiff sufficiently pleaded a concrete injury-in-fact for alleged CEMA
 11 violations based on her receipt of marketing emails from defendant containing allegedly false
 12 “xx% off” statements in the subject line).

13 38. An injury occurs any time a commercial email is transmitted that contains false
 14 or misleading information in the subject line. *Harbers*, 415 F. Supp. 3d at 1011. Under CEMA,
 15 it is irrelevant whether the misleading commercial emails were solicited. *Id.*

16 39. “A violation of CEMA’s e-mail regulations is a per se violation of the Consumer
 17 Protection Act (CPA).” *Brown*, 567 P.3d at 42.

18 40. Generally, a plaintiff pleading a claim under the CPA must plead five necessary
 19 elements: (1) an unfair or deceptive act or practice (2) in trade or commerce (3) that affects the
 20 public interest, (4) injury to plaintiff’s business and property, and (5) causation. *Wright v. Lyft,*
 21 *Inc.*, 189 Wn.2d 718, 728 (2017). **However, because a violation of CEMA is a per se**
 22 **violation of the CPA, all five elements are satisfied as a matter of law.** *Id.* at 724; *see also*
 23 *Brown*, 567 P.3d at 42.

24 41. “Under CEMA, the injury is receiving an e-mail that violates its regulations.”
 25 *Brown*, 567 P.3d at 42. Accordingly, **“CEMA does not require a showing of injury for**
 26 **statutory damages to be awarded because the injury is receiving the e-mail that violates**
 27 **CEMA.”** *Id.* at 45; *see also Wright*, 189 Wn.2d at 729 (“[CEMA] does not condition the award
 28

1 of damages on proving either injury or causation. In fact, damages for CEMA violations are
2 *automatic.*") (emphasis in original).

3 42. A person is entitled to \$500 statutory damages "anytime a prohibited message is
4 transmitted." *Harbers*, 415 F. Supp. 3d at 1009; *see also In re Classmates.com Consol. Litig.*,
5 No. C09-45RAJ, 2011 WL 744664, at *7 (W.D. Wash. Feb. 23, 2011) ("[CEMA] provides
6 statutory damages of \$500 for every email that violates it."). "Unlike the CPA, CEMA's \$500
7 penalty does not require a showing of actual damages." *Brown*, 567 P.3d at 42.

8 **C. Ashley Stewart Has Transmitted Numerous Commercial Emails With False**
9 **Or Misleading Subject Lines In Violation Of CEMA.**

10 43. Ashley Stewart has transmitted numerous commercial emails with false or
11 misleading subject lines to Plaintiff and other Washington residents in violation of CEMA.
12 (As used in this Complaint, allegations that Ashley Stewart "transmitted" or "sent" an email are
13 allegations that Ashley Stewart initiated the transmission of the email, conspired with another
14 to initiate the transmission of the email, and/or assisted the transmission of the email).

15 44. These violative emails have subject lines advertising materially false
16 percentage-off discounts or materially false "free" offers.

17 **1. Ashley Stewart Transmits Emails With Subject Lines Advertising**
18 **False Discounts.**

19 45. Ashley Stewart transmits commercial emails with subject lines advertising large
20 percentage-off discounts (typically between 40% to 70% off). These email subject lines are
21 materially false or misleading in violation of CEMA and the CPA because the advertised
22 percentage-off discounts are phony and are calculated from inflated and fictitious list prices at
23 which Ashley Stewart never or almost never offered its products.

24 46. Based on the investigation of Plaintiff's counsel, Ashley Stewart sent
25 Washington State residents, including Plaintiff after she began receiving Ashley Stewart's
26 promotional emails in 2020, thousands of violative percentage-off emails. The following is a
27 non-exhaustive list of such emails sent on the date, and containing the email subject line,
28 specified below:

<u>Date</u>	<u>Email Subject Line</u>
09/18/2025	Final Hours! 40% off ALL DRESSES (including NEW) 🛍️
09/18/2025	📣 LAST DAY to get 60% off these fall ready styles 🌸
09/14/2025	🕒 ENDS TODAY! 40% OFF SITEWIDE (new arrivals & clearance)
09/13/2025	40% off SITEWIDE! (new and clearance) 😊
09/11/2025	🕒 LAST DAY for 50% off select fall styles 🌸
09/10/2025	🌸 Shop These Fall Styles At 50% Off 🌸
09/09/2025	👉 Start the season with 50% off these fall favorites 🌸
08/27/2025	🕒 TODAY ONLY: 40% off SITEWIDE (new AND clearance)
08/26/2025	🕒 50% OFF NEW ARRIVALS HAPPY HOUR ENDS TONIGHT 🕒
08/26/2025	🕒 HAPPY HOUR: 50% OFF New Arrivals TODAY ONLY
07/10/2025	60% off select styles! 🛍️
07/06/2025	Shop 50% off Dresses + 50% off Tops in-store & online 🛍️
07/05/2025	End of season sale! All these styles are 50% off!
07/04/2025	END OF SEASON SALE STARTS NOW! 🛍️ Up to 80% off! In-stores and online
06/24/2025	📣 Final Hours! 50% off SITEWIDE ends tonight
06/23/2025	50% off DRESSES
05/14/2025	🌸 Red White and you sale: 50% OFF! 🌸
05/13/2025	50% off almost EVERYTHING! 😊
02/20/2025	🕒 HAPPY HOUR: 60% off Dresses (new and clearance)!
01/08/2025	🕒 Last Day! End of Season Sale In-store and Online! Save up to 80% off!
12/29/2024	Save Up to 80% In-Store & Online! 🛍️
05/29/2024	The SUPER sale starts now! 60% off dresses, tops, bottoms and more!
03/12/2024	Happy Hour STARTS NOW! 🛍️ 50% off SITEWIDE 🛍️ Tonight only!
03/10/2024	🕒 Time to suit up! 40% off New Arrivals
03/10/2024	Shop the Easter Dress Edition at 40% Off Today Only!
03/10/2024	🕒 LAST CHANCE 🕒 for 50% off shirts AND blouses

03/09/2024	✦ 50% off Shirts and Blouses to elevate your closet! ✦
03/09/2024	👕 Spring Must-Haves Inside! 50% off Shirts + Blouses STARTING TODAY!
03/05/2024	"I love your outfit!" ❤️ 40% off Sitewide + EXTRA 10% Off when you spend \$99+
02/18/2024	Make a Statement! 40% off sitewide including new maxi dresses!
01/05/2024	EVERYTHING is 40% OFF right now!
10/02/2023	Buy More, SAVE up to 50% OFF 🧐 More Outfits, More Savings
08/19/2023	👛 SAVE IN STYLE: take up to 40% off workwear
07/29/2023	SATURDAY SAVINGS 🤑 50% off Dresses, Tops, & Bottoms
07/09/2023	🕒 ONLY A FEW HOURS LEFT! 50% OFF End of Season Savings ENDS TONIGHT!
01/01/2023	HAPPY NEW YEAR 🎆 Take 50% off EVERYTHING*
12/31/2022	Happy NYE! 🎆 Shop up to 80% OFF the ENTIRE SITE.
12/30/2022	🔔 we're ringing in the new year....with UP TO 80% OFF
09/21/2022	We NEVER do this...⚡ FLASH SALE ⚡ 50% off Select Styles + EXTRA 50% off Select Clearance
09/16/2022	The Halloween Boo-tique is open & 40% off! 🎃
09/14/2022	The NEW DROP Shop. 🖤s of new styles are 40% off!
09/13/2022	New arrivals, CHECK! ✓ 40% off, CHECK! ✓
09/07/2022	ENDS TONIGHT: 40% OFF (including best sellers 😊)
09/07/2022	LISTEN UP 🧐 take 40% off NEW + EXTRA 10% off with \$100+ purchases (TODAY ONLY!!!)

47. The advertised percentage-off discounts in these email subject lines are viewed both under the law and by reasonable consumers to refer to discounts from Ashley Stewart's own regular offering prices for its products. In reality, Ashley Stewart calculated the "xx% Off" statements from fictitious list prices at which Ashley Stewart never or almost never offered its products. Meanwhile, there was no qualifier or other indicator in the subject line to notify the

1 email recipients that Ashley Stewart had assigned these words and symbols an invented or
2 unusual subjective meaning rather than their ordinary or objective meaning.

3 **2. Ashley Stewart Transmits Emails With Subject Lines Advertising**
4 **False “Free” Offers.**

5 48. Ashley Stewart also sends commercial emails with subject lines advertising
6 “free” offers such as “Buy 1 Get 1 Free” or “BOGO Free.” The “free” offers advertised in these
7 email subject lines are materially false or misleading in violation of CEMA and the CPA
8 because Ashley Stewart inflates the first item’s selling price (typically at least doubling it from
9 the true regular price) to recover the cost of the “free” item, such that the “free” offer is phony.

10 49. For example, Plaintiff received each of the following violative “free” offer
11 emails while residing in Washington State, on the date, and containing the email subject line,
12 specified below:

<u>Date</u>	<u>Email Subject Line</u>
09/10/2023	In-Store & Online: Buy 1 Bra, Get One FREE
07/18/2023	LAST DAY TO CLAIM YOUR FREEBIE! Buy 1 Dress, Get 1 FREE!
07/17/2023	BUY 1 Dress, Get 1 FREE!
06/23/2023	READY, SET, BOGO FREE! Select Tops & Bottoms

18
19 50. The “free” offer statements in these email subject lines are false and misleading.
20 Advertised “free” offers such as these are viewed both under the law and by reasonable
21 consumers to mean that the consumer is getting the “free” item(s) at no cost in conjunction with
22 the purchase of the first item at no more than that first item’s regular price. However, whenever
23 Ashley Stewart makes such a purported “free” offer, Ashley Stewart inflates the first item’s
24 selling price to its never otherwise charged list price. Because the item is “discounted” by up to
25 75% off the list price at all other times, this means Ashley Stewart is directly recovering all of
26 the cost, or even more than the cost, of the “free” item(s) by increasing the price of the first
27 item, such that the free offer is illusory, and the consumer is not getting any deal at all.
28

51. The Federal Trade Commission warns sellers advertising “Free” offers that “such offers must be made with extreme care so as to avoid any possibility that consumers will be misled or deceived.” 16 C.F.R. § 251.1(a)(2). “[W]hen the purchaser is told that an article is ‘Free’ to him if another article is purchased, **the word ‘Free’ indicates that he is paying nothing for that article and no more than the regular price for the other.** Thus, a purchaser has a right to believe that the merchant will not directly and immediately recover, in whole or in part, the cost of the free merchandise or service by marking up the price of the article which must be purchased[.]” 16 C.F.R. § 251.1(b)(1) (emphasis added).

52. Accordingly, it is deceptive for a seller making a “Free” offer to “increase[] his regular price of the article required to be bought.” 16 C.F.R. § 233.4(b). “Regular price” means “the price, in the same quantity [and] quality, ... at which the seller or advertiser of the product or service has openly and actively sold the product or service in the geographic market or trade area in which he is making a ‘Free’ or similar offer in the most recent and regular course of business, for a reasonably substantial period of time, i.e., a 30–day period.” 16 C.F.R. § 251.1(b)(2).

53. The above violative emails are only a fraction of the total number of such violative emails from Ashley Stewart sent to Washington State residents within the applicable limitations period.

54. As of the date of the filing of this Complaint, Plaintiff is still receiving Ashley Stewart’s commercial emails. Plaintiff would like to continue receiving Ashley Stewart’s commercial emails, provided that the subject lines of the emails do not contain false or misleading information.

D. Ashley Stewart Sent Commercial Emails To Consumers Whom It Knew, Or Had Reason To Know, Resided In Washington State.

55. Ashley Stewart sent the false and misleading commercial emails to email addresses that Ashley Stewart knew, or had reason to know, were held by Washington State residents (i.e., Plaintiff and members of the Class), because Ashley Stewart had a physical Washington State address that was associated with the recipient and/or Ashley Stewart had

1 access to data regarding the recipient indicating that they were in Washington State. Ashley
 2 Stewart knew or should have known that Plaintiff and the members of the Class were residents
 3 of Washington State.

4 56. Ashley Stewart knows where the overwhelming majority of the recipients of its
 5 commercial emails reside because nearly all of the recipients have previously purchased
 6 products from Ashley Stewart and have previously provided their mailing address to Ashley
 7 Stewart.

8 57. First, whenever a person places an order through the Ashley Stewart website,
 9 Ashley Stewart associates that email address with a shipping address and billing address for
 10 that order.

11 58. Second, Ashley Stewart encourages its customers to create online accounts.
 12 Customers save their contact information in their Ashley Stewart accounts, including their
 13 email address, shipping address, billing address, and phone number.

14 59. Discovery will show that, at the time Ashley Stewart sent the commercial emails
 15 to the members of the Class, Ashley Stewart had the physical address for virtually every
 16 consumer to whom it sent commercial emails.⁴

17 CLASS ALLEGATIONS

18
 19
 20 ⁴ Ashley Stewart also has other methods by which it could have determined whether the
 21 consumers to whom it sent the violative emails resided in Washington. Discovery will show
 22 that Ashley Stewart employs methods to track the effectiveness of its marketing emails and to
 23 identify consumers who click on links contained in Ashley Stewart's marketing emails,
 24 including by identifying their physical location. Discovery will also show that Ashley Stewart
 25 utilizes online tracking technologies to identify and locate the consumers who click on links
 26 contained in Ashley Stewart's marketing emails and that visit the Ashley Stewart website.
 27 Ashley Stewart could have used the information obtained through these online tracking
 28 technologies to identify which consumers are in Washington.

29 Additionally, Ashley Stewart knew, or had reason to know, that the email addresses
 30 were held by Washington residents because this information was available to Ashley Stewart
 31 upon request from the registrant of the internet domain name contained in each recipient's
 32 email address. *See* RCW 19.190.020(2). Ashley Stewart also knew or had reason to know that
 33 it sent emails to Washington residents due to its large presence in the state and the volume of
 34 marketing emails it sends to people around the country. *See State v. Heckel*, 122 Wash. App.
 35 60, 69 (2004) (holding as a matter of law that a defendant had a reason to know that he sent
 36 emails to Washington residents by sending over 100,000 emails a week to people around the
 37 country).

60. Plaintiff brings this lawsuit on behalf of herself and the members of the following Washington State class (the "Class"):

All residents of the State of Washington who, within the applicable limitations period, received an email from or at the behest of Defendants that contained in the subject line: (a) a "xx% Off" or similar percentage-off statement and/or (b) a statement advertising a "free" offer.

61. Specifically excluded from the Class are the Defendants, any entity in which Defendants have a controlling interest or which has a controlling interest in Defendants, Defendants' agents and employees and attorneys, the bench officers to whom this civil action is assigned, and the members of each bench officer's staff and immediate family.

62. **Numerosity.** The number of members of the Class are so numerous that joinder of all members would be impracticable. Plaintiff does not know the exact number of Class members prior to discovery. However, based on information and belief, the Class comprises thousands of individuals. The exact number and identities of Class members are contained in Ashley Stewart's records and can be easily ascertained from those records.

63. **Commonality and Predominance.** This action involves multiple common legal or factual questions which are capable of generating class-wide answers that will drive the resolution of this case. These common questions predominate over any questions affecting individual Class members, if any. These common questions include, but are not limited to, the following:

- a. Whether Defendants sent commercial emails with false or misleading information in the subject lines;
- b. Whether Defendants initiated the transmission or conspired to initiate the transmission of such commercial emails to recipients residing in Washington State;
- c. Whether Defendants should be ordered to pay statutory damages to Plaintiff and Class members; and/or
- d. Whether Defendants should be enjoined from further engaging in the misconduct alleged herein.

1 64. **Typicality.** Plaintiff's claims are typical of Class members' claims. Defendants
2 transmitted, conspired to transmit, or assisted to transmit emails with false or misleading
3 information in the subject line to Plaintiff and to each Class member. Plaintiff and Class
4 members all bring the same claims and face the same potential defenses.

5 65. **Adequacy.** Plaintiff and her counsel will fairly and adequately protect Class
6 members' interests. Plaintiff has no interests antagonistic to Class members' interests and is
7 committed to representing the best interests of the Class members. Moreover, Plaintiff has
8 retained counsel with considerable experience and success in prosecuting complex class action
9 and consumer protection cases.

10 66. **Superiority.** A class action is superior to all other available methods for fairly
11 and efficiently adjudicating this controversy. Each Class member's interests are small
12 compared to the burden and expense required to litigate each of his or her claims individually,
13 so it would be impractical and would not make economic sense for Class members to seek
14 individual redress for Defendants' conduct. Individual litigation would add administrative
15 burden on the courts, increasing the delay and expense to all parties and to the court system.
16 Individual litigation would also create the potential for inconsistent or contradictory judgments
17 regarding the same uniform conduct. A single adjudication would create economies of scale
18 and comprehensive supervision by a single judge. Moreover, Plaintiff does not anticipate any
19 difficulties in managing a class action trial.

20 67. By its conduct and omissions alleged herein, Defendants have acted and refused
21 to act on grounds that apply generally to the Class members, such that final injunctive relief
22 and/or declaratory relief is appropriate respecting the Class as a whole.

23 68. Defendants are primarily engaged in the business of selling goods. Each cause
24 of action asserted by Plaintiff against Defendants in this Complaint arises out of and is limited
25 to communications related to Defendants' sale of goods.

CAUSES OF ACTION

COUNT I

**Violation of the Washington Consumer Protection Act
RCW Chapter 19.86**

69. Plaintiff realleges and incorporates by reference all paragraphs previously alleged herein.

70. Plaintiff pleads this count in three separate capacities: in her individual capacity, as a private attorney general, and as a proposed class representative serving on behalf of all others similarly situated.

71. The Washington Consumer Protection Act (the “CPA”), RCW 19.86, is Washington’s principal consumer protection statute. The CPA’s primary substantive provision declares unfair methods of competition and unfair or deceptive acts or practices to be unlawful. RCW 19.86.020.

72. The CPA recognizes and incorporates *per se* violations. “Per se CPA violations are predicated on the Legislature’s recognition that certain conduct is categorically against the public interest.” *Brown v. Old Navy, LLC*, 567 P.3d 38, 46 (Wash. 2025). The Washington Legislature routinely prohibits certain specified conduct but, instead of, or in addition to, creating a new and independent private right of action to enforce the prohibition, the Legislature deems the unlawful conduct to be a *per se* violation of the CPA.

73. If a defendant engages in that unlawful conduct, a plaintiff may file a CPA complaint alleging the *per se* violation and seek the remedies available under the CPA and/or the remedies available under the statute which forbids the *per se* violation. *See* Washington Pattern Jury Instruction Civil No. 310.03 (*Per Se* Violation of Consumer Protection Act) and Appendix H (Consumer Protection Act *Per Se* Violations).

74. A plaintiff can plead a violation of the CPA by pleading that the CPA was violated *per se* due to a violation of the Washington Commercial Electronic Mail Act (“CEMA”). *See Brown*, 567 P.3d at 42 (“A violation of CEMA’s e-mail regulations is a *per se* violation of the Consumer Protection Act (CPA).”); *see also* RCW 19.190.030(1)(b) (“It is a violation of the consumer protection act, chapter 19.86 RCW . . . to initiate the transmission of

1 a commercial electronic mail message that . . . [c]ontains false or misleading information in the
2 subject line.”).

3 75. CEMA prohibits a person from initiating the transmission to an email address
4 that the sender knows or has reason to know is held by a Washington State resident of a
5 commercial email that contains false or misleading information in the email’s subject line.
6 RCW 19.190.020(1)(b). The Washington Supreme Court has held that this includes subject
7 lines with *any* false or misleading information. *Brown*, 567 P.3d at 47 (“[CEMA] prohibits
8 sending Washington residents commercial e-mails that contain *any* false or misleading
9 information in the subject lines of such e-mails.”) (emphasis in original).⁵

10 76. “CEMA was enacted to protect concrete interests in being free from deceptive
11 commercial e-mails. CEMA’s prohibition on sending commercial e-mails with false or
12 misleading subject lines . . . creates a substantive right to be free from deceptive commercial e-
13 mails.” *Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1011 (W.D. Wash. Nov. 27, 2019)
14 (holding that the plaintiff sufficiently pleaded a concrete injury-in-fact for alleged CEMA
15 violations based on her receipt of marketing emails from defendant containing allegedly false
16 “xx% off” statements in the subject line).

17 77. Under CEMA, it is irrelevant whether the commercial emails were solicited.
18 *Harbers*, 415 F. Supp. 3d at 1011.

19 78. Generally, a plaintiff pleading a claim under the CPA must plead five necessary
20 elements: (1) an unfair or deceptive act or practice (2) in trade or commerce (3) that affects the
21 public interest, (4) injury to plaintiff’s business and property, and (5) causation. *Wright v. Lyft,*
22 *Inc.*, 189 Wn.2d 718, 728 (2017). **Because Plaintiff alleges a *per se* CPA violation by**

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24
25 ⁵ CEMA also prohibits a person from initiating the transmission from a computer
26 located in Washington State of a commercial electronic mail message which contains false or
27 misleading information in the subject line. RCW 19.190.020(1)(b). Plaintiff is not alleging a
28 CEMA violation under this prong because, as of the filing of this lawsuit, she does not possess
information that the offending emails were transmitted from a computer located in Washington
State. Plaintiff reserves the right to seek to amend this pleading in the event that she obtains
information, through discovery or otherwise, which indicates that the offending emails were
transmitted from a computer located in Washington State.

1 **alleging a CEMA violation, all of these five elements are satisfied as a matter of law.** *Id.* at
2 724; *see also Brown*, 567 P.3d at 42.

3 79. “Under CEMA, the injury is receiving an e-mail that violates its regulations.”
4 *Brown*, 2025 WL 1132243, at *2. Accordingly, **“CEMA does not require a showing of**
5 **injury for statutory damages to be awarded because the injury is receiving the e-mail that**
6 **violates CEMA.”** *Id.* at 45; *see also Wright*, 189 Wn.2d at 729 (“[CEMA] does not condition
7 the award of damages on proving either injury or causation. In fact, damages for CEMA
8 violations are *automatic*.”) (emphasis in original).

9 80. A plaintiff who successfully pleads and proves a CEMA violation as a *per se*
10 violation of the CPA may recover the remedies which the plaintiff chooses to seek that are
11 available under the CPA (e.g., injunctive relief, treble damages, attorneys’ fees and costs (RCW
12 19.86.090)) and/or the remedies available under CEMA (e.g., statutory damages of \$500 per
13 email sent in violation of CEMA and injunctive relief (RCW 19.190.040, RCW 19.190.090)).

14 81. **“Unlike the CPA, CEMA’s \$500 penalty does not require a showing of**
15 **actual damages.”** *Brown*, 567 P.3d at 42. A person is entitled to \$500 statutory damages
16 “anytime a prohibited message is transmitted.” *Harbers*, 415 F. Supp. 3d at 1009; *see also In re*
17 *Classmates.com Consol. Litig.*, No. C09-45RAJ, 2011 WL 744664, at *7 (W.D. Wash. Feb. 23,
18 2011) (“[CEMA] provides statutory damages of \$500 for every email that violates it.”).

19 82. Defendants are “persons” within the meaning of CEMA. RCW 19.190.010(11).

20 83. Defendants have initiated the transmission, conspired with another to initiate the
21 transmission, and/or assisted the transmission of numerous commercial emails with subject
22 lines containing false or misleading information to Plaintiff and the Class. RCW
23 19.190.030(1)(b).

24 84. The subject lines of Ashley Stewart’s emails contained materially false or
25 misleading information.

26 85. The false or misleading information in the subject lines of Ashley Stewart’s
27 emails was intended to, or had the capacity to, deceive a substantial portion of the public.

28 86. The emails were electronic mail messages, in that they were emails sent to an

1 email address; the emails also referred to an internet domain, whether or not displayed, to
2 which an email can or could be sent or delivered. RCW 19.190.010(5).

3 87. The emails were "commercial electronic mail messages," in that they were sent
4 for the purpose of promoting goods or services for sale or lease. RCW 19.190.010(2).

5 88. Ashley Stewart was the original sender of the emails.

6 89. Plaintiff and the Class members each received the emails at their electronic mail
7 addresses, which are the destinations, commonly expressed as a string of characters, at which
8 they receive and to which electronic mail may be sent or delivered. RCW 19.190.010(4).

9 90. Ashley Stewart initiated the transmission, conspired with another to initiate the
10 transmission, and/or assisted the transmission of the emails to one or more email addresses that
11 Ashley Stewart knew, or had reason to know, was held by a Washington State resident, i.e.,
12 Plaintiff and members of the Class.

13 91. At all relevant times, Defendants knew, or had reason to know, that the intended
14 recipients (Plaintiff and members of the Class) were residents of the State of Washington
15 because, without limitation: (1) Defendants possessed actual knowledge of Plaintiff's and each
16 Class member's state of residence; (2) Defendants possessed constructive knowledge of
17 Plaintiff's and each Class member's state of residence; (3) information was available to
18 Defendants upon request from the registrant of the internet domain name contained in each
19 recipient's email address; and/or (4) Defendants otherwise knew or should have known or had
20 reason to know that Plaintiff and the members of the Class were residents of the State of
21 Washington.

22 92. For example, without limitation, Defendants knew or had reason to know that
23 they sent emails to Washington residents because the vast majority of consumers who received
24 its commercial emails had provided Ashley Stewart with their shipping address and billing
25 address when they placed an order on Ashley Stewart and/or when they created an online
26 account.

27 93. Defendants engaged in a pattern and practice of violating CEMA. As a result of
28 Defendants' acts and omissions, Plaintiff and Class members are entitled to \$500 in statutory

1 damages for each and every email that violated CEMA that was transmitted to them. Plaintiff
2 and Class members are also entitled to recover actual damages, treble damages, and attorneys'
3 fees and costs, pursuant to RCW 19.86.090.

4 94. Treble damages are appropriate under these circumstances because, without
5 limitation, Ashley Stewart's misconduct has been "an ongoing course of conduct affecting
6 thousands of consumers" and thus has a "strong public interest impact." *See Matheny v.*
7 *Unumprovident Corp.*, 594 F. Supp. 2d 1212, 1225 (E.D. Wash. 2009).

8 95. **Permanent public injunctive relief.** Plaintiff, acting as a private attorney
9 general, seeks public injunctive relief under the CPA to protect the general public from Ashley
10 Stewart's misconduct.

11 96. The Washington Supreme Court treats consumers as "private attorneys general,"
12 and has held that consumers' ability to enjoin unlawful conduct is a primary purpose of the
13 CPA:

14 Private actions by private citizens are ... an integral part of CPA enforcement.
15 **Private citizens act as private attorneys general** in protecting the public's
16 interest against unfair and deceptive acts and practices in trade and commerce.
17 **Consumers bringing actions under the CPA do not merely vindicate their
own rights; they represent the public interest and may seek injunctive
relief even when the injunction would not directly affect their own
private interests."**

18 *Scott v. Cingular Wireless*, 160 Wash. 2d 843, 161 P.3d 1000, 1006 (2007) (emphasis added).

19 97. This type of injunctive relief has been referred to as "public injunctive relief."
20 *See McGill v. Citibank, N.A.*, 2 Cal. 5th 945, 393 P.3d 85, 90 (2017) ("[P]ublic injunctive relief
21 ... is relief that has 'the primary purpose and effect of' prohibiting unlawful acts that threaten
22 future injury to the general public.") (quoting *Broughton v. Cigna Healthplans of California*, 21
23 Cal. 4th 1066, 988 P.2d 67, 74 (1999)). The *Broughton* court likewise referred to consumers
24 seeking public injunctive relief as "private attorneys general." *See Broughton*, 21 Cal. 4th at
25 1077.

26 98. Defendants' misconduct, which affects and harms the general public, is ongoing
27 in part or in whole and even if such conduct were to cease, it is behavior that is capable of
28 repetition or re-occurrence by Defendants absent a permanent public injunction. Accordingly,

1 Plaintiff seeks an order enjoining Defendants from committing the unlawful conduct alleged
2 herein.

3 99. The balance of the equities favors the entry of permanent public injunctive relief
4 against Defendants. Plaintiff, the members of the Class, honest competing businesses, and the
5 general public will be irreparably harmed from Defendants' ongoing misconduct absent the
6 entry of permanent public injunctive relief against Ashley Stewart.

7 100. Plaintiff lacks an adequate remedy at law to prevent Defendants from engaging
8 in the unlawful conduct alleged herein. Plaintiff continues to receive commercial emails from
9 Ashley Stewart, and she wants to continue receiving commercial emails from Ashley Stewart in
10 the future, provided that the subject lines of the emails do not contain false or misleading
11 information. Plaintiff will be harmed if, in the future, she receives commercial emails from
12 Ashley Stewart that have false or misleading information in their subject lines.

13 101. Monetary damages are not an adequate remedy at law for future harm. *Clark v.*
14 *Eddie Bauer LLC*, 2024 WL 177755, at *3 (9th Cir. Jan. 17, 2024). Monetary damages are
15 inadequate for future harm for the following reasons, without limitation: First, damages are not
16 an adequate remedy for future harm because they will not prevent Defendants from engaging in
17 their unlawful conduct. Second, damages for future harm cannot be calculated with certainty
18 and thus cannot be awarded. For example, it is impossible to know how many violative emails
19 Defendants will send Plaintiff in the future. Third, injunctive relief is necessary (and monetary
20 damages do not provide a plain, adequate and complete remedy) because, without forward-
21 looking injunctive relief enjoining the unlawful conduct, the courts may be flooded with future
22 lawsuits by Class members, Plaintiff, and the general public for future violations of the law by
23 Defendants.

24 **COUNT II**
25 **Violation of the Washington Commercial Electronic Mail Act**
26 **RCW Chapter 19.190**

27 102. Plaintiff realleges and incorporates by reference all paragraphs alleged
28 hereinabove.

103. Plaintiff pleads this count in three separate capacities: in her individual capacity, as a private attorney general, and as a proposed class representative serving on behalf of all others similarly situated.

104. The Washington Commercial Electronic Mail Act ("CEMA"), RCW 19.190, creates an independent private of right of action which can be asserted by, among others, a person who is the recipient of a commercial electronic mail message which contains false or misleading information in the subject line. RCW 19.190.030(1)(b). A plaintiff who successfully alleges and proves such a violation may obtain, among other things, an injunction against the person who initiated the transmission. RCW 19.190.090(1). It is Plaintiff's intent in this count to plead an independent CEMA cause of action only to the extent that it is recognized by law, e.g., when a plaintiff seeks injunctive relief. *Wright v. Lyft, Inc.*, 189 Wn.2d 718, 728 n. 3 (2017) ("we note that a plaintiff may bring an action to enjoin any CEMA violation."); *Gragg v. Orange Cab Co.*, 145 F. Supp. 3d 1046, 1052 (W.D. Wash. 2015).

105. Defendants have violated CEMA on the grounds alleged in Count I above.

106. For the reasons alleged in Count I, Plaintiff seeks, and may obtain, a permanent public injunction against Defendants.

PRAYER FOR RELIEF

A. Plaintiff Teresa Kelly, on behalf of herself and the proposed Class, requests that the Court order relief and enter judgment against Defendant Ashley Stewart, Inc. and Defendant Kinbow LLC, as follows:

1. Declare this action to be a proper class action, certify the proposed Class, and appoint Plaintiff and her counsel to represent the Class;

2. Permanently enjoin Defendants from engaging in the unlawful conduct alleged herein, pursuant to, without limitation, RCW 19.86.090; RCW 19.190.090(1);

3. Order Defendants to pay Plaintiff and each member of the Class statutory damages of \$500 for each and every commercial email that Defendants transmitted to them that contained false or misleading information in the subject line in violation of CEMA pursuant to, without limitation, RCW 19.190.020(1)(b), RCW 19.190.030(1)(b), RCW

1 19.190.040(1);

2 4. Order Defendants to pay treble damages pursuant to RCW 19.86.090;

3 5. Order Defendants to pay attorneys' fees, costs, and pre-judgment and
4 post-judgment interest to the extent allowed by law; and


5 6. Grant such other relief as this Court deems just and proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff demands trial by jury on all issues so triable.

8
9 Respectfully submitted on September 22, 2025, by:

10 HATTIS LUKACS & CORRINGTON

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13 By: 
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