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PIERCE COUNTY CLERK
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SUPERIOR COURT OF THE STATE OF WASHINGTON
PIERCE COUNTY

MADISON MEADOWS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

LANDS' END, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

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1 **I. Introduction.**

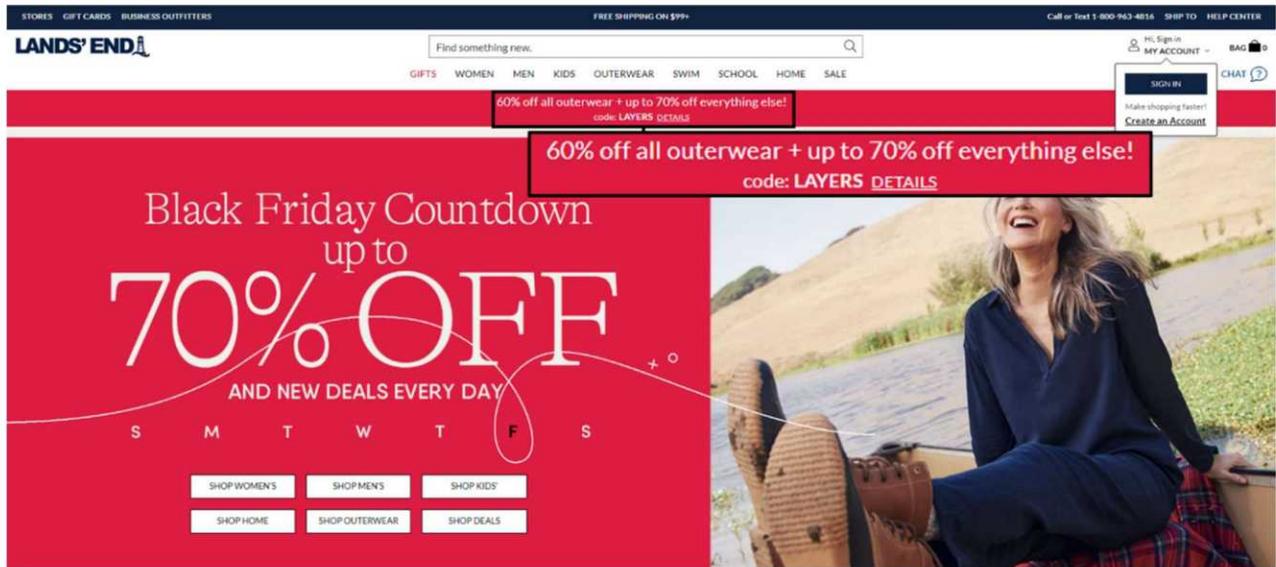
2 1. Customers are more likely to purchase a product that is advertised as being on sale. And
3 there is nothing wrong with a legitimate sale. But some companies take advantage of consumers through
4 fake sales: deceptive sales that aren't really discounts off the true regular price. To protect consumers,
5 the law prohibits such deceptive sales.

6 2. Defendant Lands' End, Inc. ("Lands' End") makes, sells, and markets clothing, shoes,
7 and accessory products ("Lands' End Products" or "Products").

8 3. On its website, Defendant advertises discounts off the regular prices for its Products.

9 4. Defendant lists purported regular prices and advertises purported limited-time discounts.

10 For example:



20

21 *Captured on November 20, 2023¹*

22 5. But far from being time-limited, however, Defendant's discounts are constantly available.
23 When one sale ends, Lands' End just advertises another. As a result, everything about Defendant's price
24 and purported discount advertising is false. The regular prices Defendant advertises are not actually
25 Defendant's regular prices, because Defendant's Products are consistently available for less than that.

26

27 ¹ From the Internet Archive, <https://archive.org/>.

1 The purported discounts Defendant advertises are not the true discounts the customer is receiving, and
2 are often not discounts at all. Nor are the purported discounts limited in time or expiring soon—quite
3 the opposite, they are consistently available.

4 6. Lands' End also advertises its fake discounts through emails sent to its customers and
5 prospective customers. For example:

6 ----- Forwarded Message -----
7 From: Lands' End <landsend@offer.landsend.com>
8 To: [REDACTED]
9 Sent: Friday, May 16, 2025 at 12:44:58 PM PDT
10 Subject: Tote Girls shop smart: 30%, 40%, or 50% off ends soon!



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23 7. Plaintiff is a Washington consumer who purchased products from Lands' End's website
24 and who was deceived by its fake sales. Plaintiff also received Lands' End's deceptive email
25 advertisements. Plaintiff brings this case to protect Washington consumers from Lands' End's deceptive
26 discounting and advertising practices.

1 **II. Parties.**

2 8. Plaintiff Madison Meadows is domiciled in Pierce County, Washington.

3 9. The proposed Classes include citizens of Washington.

4 10. Defendant Lands' End, LLC is a Delaware company with its principal place of business
5 at 1 Lands' End Lane, Dodgeville, WI 53595.

6 **III. Jurisdiction and Venue.**

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

12 12. This Court has personal jurisdiction over Lands' End under RCW 4.28.185. Lands' End
13 transacts business in Washington and the claims giving rise to this action arise from Defendant's
14 transaction of business in this state and also Defendant's purposeful transmission of electronic mail
15 messages to recipients within Washington. This Court also has personal jurisdiction over Lands' End
16 under RCW 19.86.160 because Lands' End has engaged in conduct in violation of the CPA that has had
17 an impact in Washington.

18 13. Venue is proper in Pierce County Superior Court because Lands' End resides here for
19 purposes of venue. RCW 4.12.025. At all relevant times, Lands' End has transacted business in Pierce
20 County, including by selling products to customers living in Pierce County and by sending electronic
21 mail messages to residents of Pierce County, including to Plaintiff.

22 **IV. Facts.**

23 **A. Lands' End's fake prices and fake discounts.**

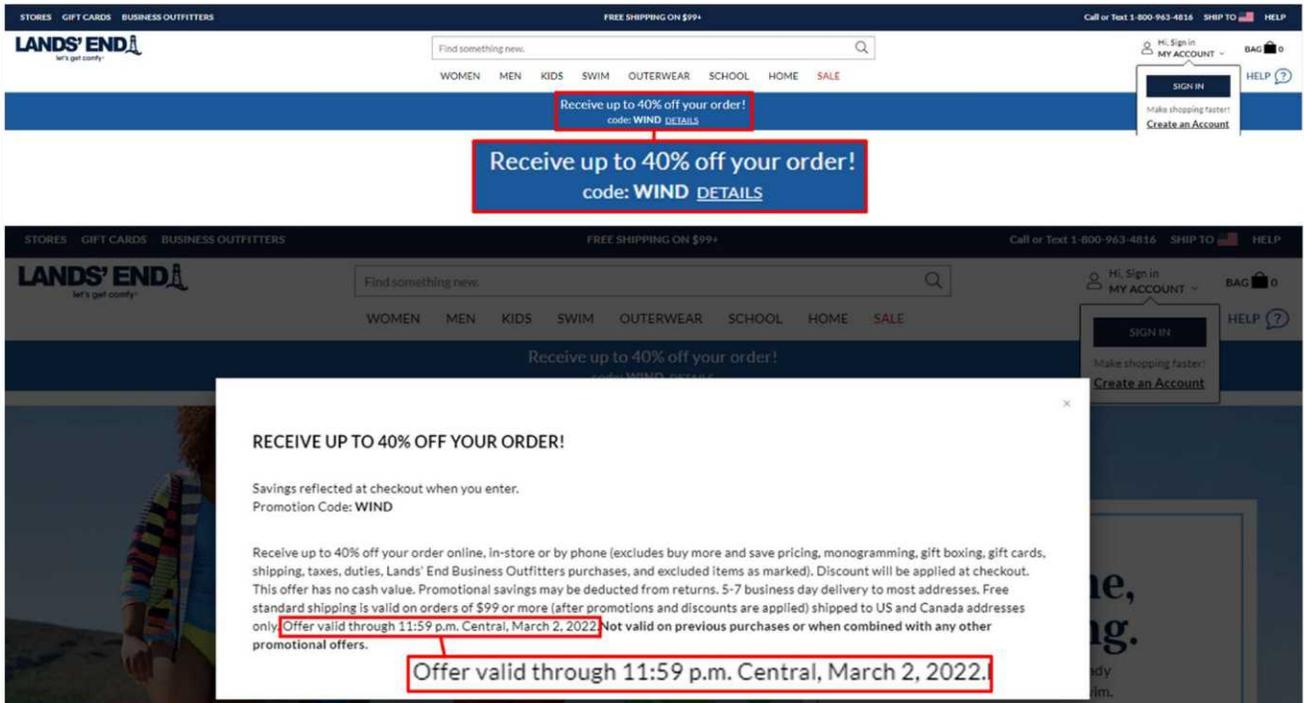
24 14. Defendant Lands' End manufactures, distributes, markets, and sells clothing, shoes, and
25 accessory products. It sells these Products through its website, www.landsend.com.

26 15. Defendant persistently advertises steep discounts on its Products. These discounts offer
27 "X%" off the regular prices Defendant advertises. Even though in truth these discounts run in

1 perpetuity, Defendant claims they are only valid through a certain time and date. And it advertises these
2 discounts extensively: on attention-grabbing banners; on product listing pages, next to images of each
3 Product; on the individual product pages for each Product, during checkout, and in emails sent to its
4 customers or prospective customers on its mailing list. For example, from the website:



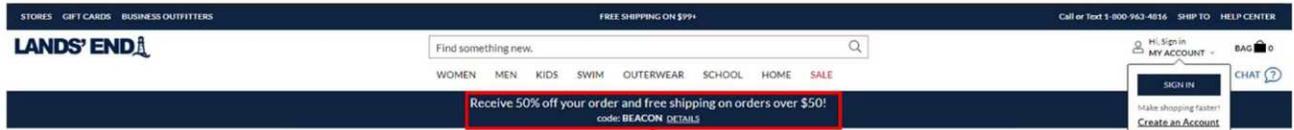
Captured on January 3, 2022



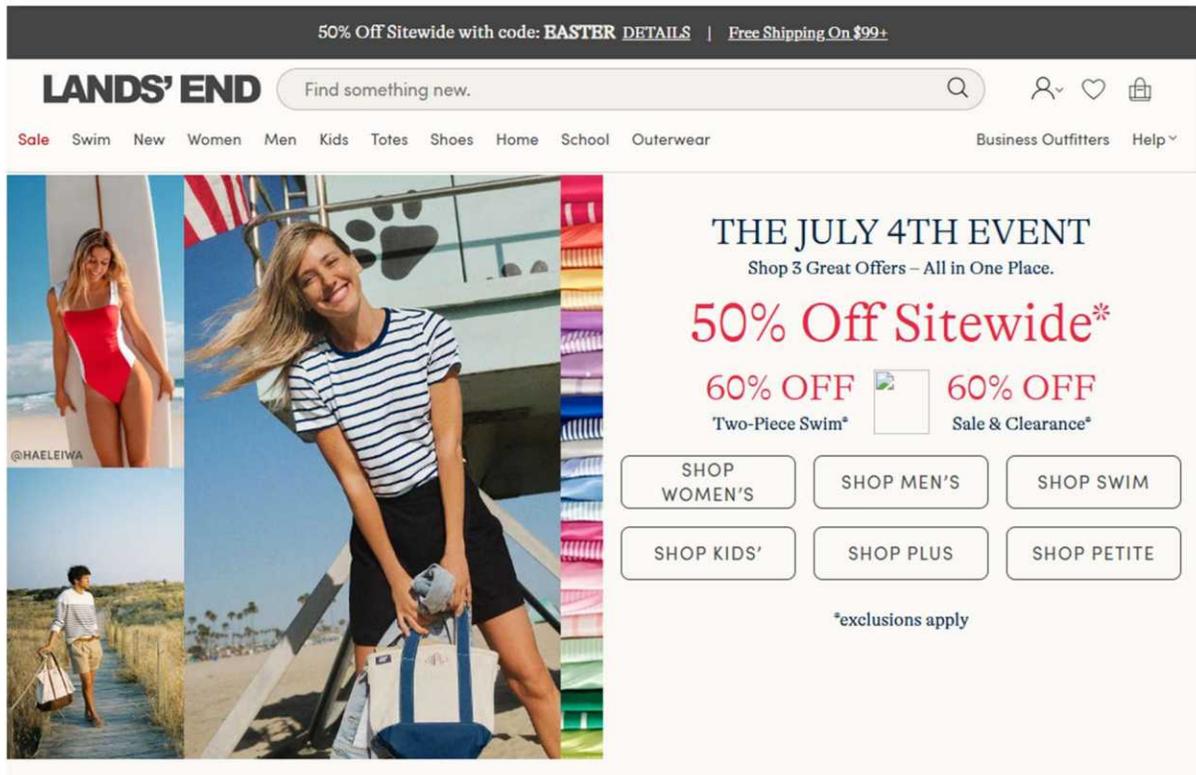
Captured on March 4, 2022



Captured on March 16, 2023



Captured on June 7, 2023



Captured July 1, 2025

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STORES GIFT CARDS BUSINESS OUTFITTERS FREE SHIPPING ON \$99+ Call or Text 1-800-943-4816 SHIP TO HELP CENTER

LANDS' END Search: find something new. My Sign In MY ACCOUNT BAG TRACK ORDER | CHAT

WOMEN MEN KIDS SWIM OUTERWEAR SHOES SCHOOL HOME SALE EXPLORE

Up to 40% off sitewide! code: COLORFUL DETAILS

KIDS' BACKPACKS (23)

All Products Backpacks Bags & Travel Kids

Filter Options Sort by: Featured Bag Style Features Collection Color Customer Rating

Up to 40% off sitewide! code: COLORFUL DETAILS

Going Fast! Shop Our Best-of-Sale

Kids ClassMate Large Backpack \$49.95 Starting at: \$29.97 with code: COLORFUL ★★★★★ = 3.6 (157)

Kids ClassMate Backpacks \$39.95 - \$59.95 Starting at: \$23.97 with code: COLORFUL

Kids ClassMate Extra Large Backpack \$59.95 \$35.97 with code: COLORFUL

Captured on March 29, 2024

16. Product listings on Lands' End's website also show the sale, along with a discount price—usually in red—and a regular price (the supposed former price)—usually in strikethrough or grey. For example:

Women's Embroidered Cotton Jersey Sleeveless Swim Cover-up Dress Lands' End \$39.95 Starting at: \$23.97 with code: MARINA

Women's Plus Size Long Sleeve Lightweight Cotton Modal Boatneck Lands' End \$74.95 \$59.96 with code: MARINA

Women's Plus Size Long Sleeve Lightweight Cotton Modal Boatneck Lands' End \$74.95 \$59.96 with code: MARINA

Women's Embroidered Cotton Jersey Sleeveless Swim Cover-up Dress Lands' End \$39.95 Starting at: \$23.97 with code: MARINA

SALE

Captured on September 12, 2023

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Women's Expedition Down Waterproof Winter Parka
 \$334.95
 \$200.97 - \$234.46 with code: MODERN
 ★★★★★ 4.4 (362)

Men's Squall Parka
 \$139.95
 \$83.97 - \$125.95 with code: MODERN

Men's Expedition Waterproof Winter Down Jacket
 \$269.95
 \$215.96 - \$242.95 with code: MODERN
 ★★★★★ 4.1 (37)

Women's Expedition Down Waterproof Winter Parka
 \$334.95
 \$200.97 - \$234.46 with code: MODERN
 ★★★★★ 4.4 (362)

Men's Squall Parka
 \$139.95
 \$83.97 - \$125.95 with code: MODERN

Men's Expedition Waterproof Winter Down Jacket
 \$269.95
 \$215.96 - \$242.95 with code: MODERN
 ★★★★★ 4.1 (37)

Captured on March 27, 2024

Up to 40% off sitewide!
code: MODERN DETAILS

Women's Supima Cotton Polo
 Shop all **Lands' End**

~~\$39.95~~ \$16.97 - \$36.97
\$8.48 - \$18.48 WITH CODE: MODERN
 ENDS TODAY!
[Click to see promotion](#)
 Pay in 4 interest-free payments on purchases of \$30-\$1,500. [Learn more](#)

COLOR: WHITE/MUTED BLUE DITSY FLORAL

★★★★★ 4.2 (1660) [Write a Review](#)

REGULAR PETITE TALL

SELECT SIZE [Size Charts](#)

XS 2-4 S 4-6 M 8-12 L 14-16 XX 18

What's My Size?

Make it Personal

- 1 + **ADD TO BAG**

OR

PayPal Buy Now

[Check In-Store Availability](#)

Captured on March 27, 2024

17. When a consumer adds an item to their cart, the cart shows the sale applied, the regular price, and the supposedly discounted price. For example:

The screenshot shows a shopping cart interface. At the top, it says 'Shopping Bag (1) Saved For Later (0)'. The main heading is 'Shopping Bag'. Below this, there's an 'Items' section. The first item is 'Men's Short Sleeve Cotton Supima Polo Shirt' with a price of \$64.95 / QTY 1, a 'Promo Applied!' discount of \$32.47, and a final price of \$32.47. The item details include 'Item: #426790-AK1', 'Size: Small', and 'Color: Mariner Blue Placed Stripe'. There is a 'Giff Box +\$7.00' option. Below the item are 'Edit', 'Remove', and 'Save For Later' buttons. A 'Hot Item! 2,319 Purchased Last Week' badge is at the bottom left. On the right, the 'Order Summary' shows: Merchandise: \$64.95, Promo code discount: -\$32.48, Merchandise after discount: \$32.47, Shipping (est.): \$9.95, and Total (est.): \$42.42. A progress bar shows '\$66.53 to go for FREE Shipping' with a 'FREE!' label. A large green 'START CHECKOUT' button is at the bottom right.

Captured on July 28, 2025

18. Plaintiff's counsel investigated Defendant's historical website sales using the Internet Archive's Wayback Machine (available at www.archive.org). The following table illustrates the persistence of the sales on Defendant's website over the past three years:

Date ²	Advertised Sale
July 1, 2022	Up to 70% off your order
August 1, 2022	Receive up to 70% off your order!
September 1, 2022	Receive up to 50% off your order!
October 1, 2022	Up to 80% off sale & clearance styles; 30% off full-price styles
November 1, 2022	Receive up to 60% off your order!
December 1, 2022	Receive up to 70% off your order!
January 16, 2023	Receive up to 60% off your order!

² "Date" refers to the date of the archive available on the Wayback Machine. Defendant's sales last for more than one day, and usually multiple weeks such that there is almost always a percent-off sale available on Defendant's Products.

Date ²	Advertised Sale
February 1, 2023	Receive up to 50% off your order!
March 1, 2023	Receive up to 50% off your order!
April 2, 2023	Receive up to 60% off your order!
May 3, 2023	Receive up to 40% off your order!
June 1, 2023	Receive 50% off your order
July 2, 2023	Receive up to 76% off your order!
August 1, 2023	Receive up to 75% off your order!
September 3, 2023	Receive up to 40% off your order!
October 1, 2023	Up to 50% off outerwear & kids, up to 40% off everything else!
November 15, 2023	DAILY DEAL: 50% off pants. Up to 70% off everything else!
December 1, 2023	Up to 70% off everything!
January 19, 2024	Receive up to 40% off everything!
February 5, 2024	Up to 40% off sitewide!
March 8, 2024	Up to 40% off + FREE shipping, no minimum
April 1, 2024	Up to 40% off sitewide!
May 2, 2024	Up to 40% off sitewide!
June 11, 2024	Up to 60% off swim + up to 40% off everything else!
July 3, 2024	50% off sitewide + 60% off swim + extra 60% off sale and clearance
August 4, 2024	Up to 40% off full price styles + up to 75% off sale & clearance!
September 17, 2024	40% off sitewide

Date ²	Advertised Sale
October 2, 2024	40% off sitewide
November 6, 2024	Up to 60% sitewide!
December 7, 2024	50% off everything
January 17, 2025	Up to 40% off, 25% off new arrivals, and 60% off sale & clearance with code: SUNSET
February 14, 2025	40% off full-price styles
March 3, 2025	50% off select spring styles + up to 40% off full-price styles + up to 70% off Sale & Clearance
April 17, 2025	40% off your order
May 2025	No Internet Archive available
June 1, 2025	50% Off Sitewide
July 1, 2025	50% Off Sitewide

19. The advertised promo code is automatically applied when a customer adds an eligible item to the shopping cart. As shown above, the promo code is prominently displayed throughout Defendant's website, including on the homepage and product pages. And few (if any) consumers would turn down a supposed substantial discount. So the overwhelming majority (if not all) of online sales are made using the promo code discounts (and not at the supposedly regular list price).

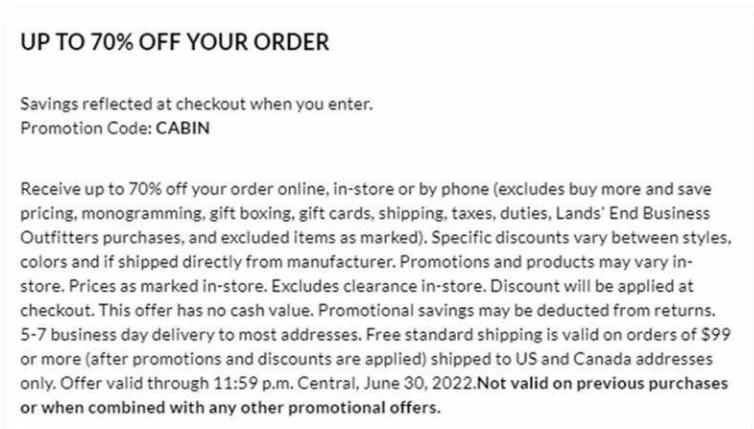
20. Defendant represents that these discounts will only be available for a limited time, but in reality, they continue indefinitely. For example, as depicted below, Defendant represents that its sales expire on a particular date: "Offer valid through 11:59 p.m. Central, June 21, 2022." To reasonable consumers, this means that after the specified date, Defendant's Products will no longer be on sale and will retail at their purported regular price. But immediately after each purportedly time-limited sale ends, Defendant generates another similar discount, with a new expiration date.

1 21. For example, on June 15, 2022, Defendant advertised a purportedly time-limited sale that
2 was “valid through 11:59 p.m. Central, June 21, 2022.”



Captured on June 15, 2022

11 22. However, on June 23, 2022, barely 24-hours after the time-limited sale was supposed to
12 have ended, Defendant advertised the exact same sale with a new expiration date, June 30, 2022.



Captured on June 23, 2022

23 23. For all of Lands' End's sales, reasonable consumers interpret Defendant's sale
24 advertisements to mean that they will be getting a discount “off” of the former or regular prices that
25 Defendant formerly and usually charges for its Products. In other words, reasonable consumers believe
26 that the list prices Defendant advertises represent the amount that consumers formerly had to pay on
27 Defendant's website for Defendant's goods, before the sale began, and will again have to pay for

1 Defendant's goods when the sale ends. This creates a sense of value and urgency: buy now, and you will
2 receive something worth more than you pay for; wait, and you will pay more for the same thing later.

3 24. Reasonable consumers also believe that the list prices Defendant advertises represent the
4 true market value of the Products, and are the prevailing prices for those Products; and that they are
5 receiving discounts from those listed regular prices.

6 25. In truth, however, Defendant always offers percent-off discounts on its Products. As a
7 result, the list prices Defendant advertises are not actually Defendant's regular, former, or prevailing
8 prices. And the purported discounts are illusory.

9 26. By definition, reasonable consumers expect a sale to be time-limited (otherwise, it is not
10 a sale, it is just the regular price). Defendant further emphasizes the supposed time-limited nature of its
11 sales by, for example, attributing them to seasons or holidays.

12 27. Lands' End's fake sales work because reasonable consumers are not fake sale detectives.
13 Reasonable consumers are not monitoring the website every day for months or years. And even a
14 consumer who occasionally checks the website would reasonably believe that there happened to be
15 another legitimate sale. As illustrated above, discovering Defendant's deception required extensive
16 mining of internet archives.

17 28. Putative class members are still not aware of Defendant's fake sale scheme. Absent class
18 members will learn of the scheme for the first time upon court-ordered class notice in this case.

19 29. Discounts drive purchases. Consumers are more likely to buy a product—and willing to
20 pay more—if they believe that the product is on sale and that they are getting a product with a higher
21 market value at a substantial discount.^{3,4}

22 30. Defendant's advertisements harm consumers by inducing them to make purchases based
23 on the false belief that they are getting a substantial discount. This artificially increases consumer

24 ³ <https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>.

25 ⁴ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,
26 Especially Among Millennial Buyers ([https://www.prnewswire.com/news-releases/retailmenot-survey-
27 deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html)).

1 demand for the Products. This, in turn, puts upward pressure on the prices that Defendant can charge.
2 As a result, Defendant artificially sells more Products and can charge an artificial price premium
3 attributable to the fake sales. So due to the fake sales, Plaintiff and the putative class overpaid for the
4 Products.

5 **B. Lands' End's website advertisements violate Washington law.**

6 31. Washington's Consumer Protection Act prohibits "[u]nfair methods of competition and
7 unfair or deceptive acts or practices in the conduct of any trade or commerce." RCW 19.86.020. An act
8 is unfair if "(1) it causes or is likely to cause substantial injury that (2) consumers cannot avoid and that
9 (3) is not 'outweighed by countervailing benefits'" to consumers or competition. *Merriman v. Am.*
10 *Guarantee & Liab. Ins. Co.*, 198 Wash. App. 594, 628 (2017). And an act is deceptive if it constitutes "'a
11 representation, omission or practice that is likely to mislead' a reasonable consumer." *Panag v. Farmers*
12 *Ins. Co. of Wash.*, 166 Wash. 2d 27, 50 (2009).

13 32. Defendant's fake discount scheme is unfair. As discussed above, Defendant advertises
14 fake discounts and false regular prices that induce consumers to purchase its Products and cause them
15 substantial economic injury. Reasonable consumers, who rely on Defendant to provide accurate and
16 truthful information about sales and pricing, cannot reasonably avoid this injury. And Defendant's fake
17 discounts offer no countervailing benefits—misrepresenting products' prices harms both consumers
18 and honest competition.

19 33. Defendant's fake discount scheme is also deceptive. As described above, reasonable
20 consumers understand Defendant's advertised discounts to mean that Products are on sale for less than
21 the regular prices. But, as explained above, this is not true: the sale is always available and the advertised
22 discounts are fake.

23 34. The Federal Trade Commission's regulations on pricing confirm that Defendant's fake
24 discount scheme is unfair and deceptive. The regulations prohibit false or misleading "former price
25 comparisons," for example, making up "an artificial, inflated price ... for the purpose of enabling the
26 subsequent offer of a large reduction" off that price. 16 C.F.R. § 233.1.

27

1 **C. Plaintiff was misled and harmed by the deceptive sales.**

2 35. On or around May 4, 2025, while living in Lakewood, Washington, Plaintiff Madison
3 Meadows purchased a Girls Chlorine Resistance One Piece Swimsuit and a Women's Cotton Jersey
4 Notch Neck Dress from Defendant's website. At this time, Defendant represented that it was offering
5 and that Ms. Meadows was receiving a purported discount of 30% off the regular items. This was
6 confirmed by her receipt. She read and relied on Defendant's representations regarding the discounts,
7 which were important in driving her purchase.

8 36. Plaintiff would not have made her purchases, at the prices she paid, if she had known
9 that the Products were not really discounted. She also overpaid for the Products because the fake sales
10 increased consumer demand, creating a price premium.

11 37. Plaintiff faces an imminent threat of future harm. Plaintiff would purchase Products
12 from Defendant again in the future if she could feel sure that Defendant's regular prices were honest
13 and that its sales were real. But without a court injunction ordering Defendant to only advertise honest
14 regular prices and honest sales, Plaintiff is unable to rely on Defendant's sales or supposed regular prices
15 in the future, and so cannot purchase Products she would otherwise like to purchase.

16 **D. Defendant breached its contract with and warranties with Plaintiff.**

17 38. When Plaintiff and other members of the putative class purchased Lands' End Products,
18 they accepted offers made by Defendant. Each offer was to provide Products having a particular listed
19 regular price and market value, and to provide those Products at the discounted price advertised on the
20 website.

21 39. Defendant's website and email receipt list the regular price (the market value) of the
22 items that Defendant promised to provide. Defendant agreed to provide a discount equal to the
23 difference between the regular prices and the prices paid by Plaintiff and putative class members. These
24 were specific and material terms of the contract. These promises were also express warranties:
25 affirmations of fact about the Products and a promise relating to the goods.

26 40. Plaintiff and other members of the putative class performed their obligations under the
27 contract by paying for the items they purchased.

1 41. Defendant breached its contract by failing to provide Plaintiff and other members of the
2 putative class with Products that have a regular price and market value equal to the regular price
3 displayed, and by failing to provide the promised discounts. Defendant breached its express warranties
4 for the same reasons.

5 **E. Lands' End's false and misleading emails violate the Washington Commercial**
6 **Electronic Mail Act (CEMA).**

7 42. Washington's CEMA regulates deceptive email marketing. CEMA prohibits the sending
8 of a commercial email that "[c]ontains false or misleading information in the subject line." RCW
9 19.190.020.

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

11 44. Advertising fake discounts in the subject line of a promotional email violates CEMA
12 and, accordingly, the CPA. *Brown v. Old Navy LLC*, 567 P.3d 38 (Wash. 2025).

13 45. In addition to advertising its purported sales on its website and through its checkout
14 process, Lands' End also advertises its fake discounts through promotional emails to Washington
15 consumers. These emails contain subject lines that misstate the duration of its supposed sales and that
16 misstate the discount that consumers will purportedly receive for purchasing during the sale. As a result,
17 these promotional emails contain false or misleading information in the subject line, in violation of
18 CEMA and the CPA.

19 46. Defendant sends these for the purpose of promoting its goods for sale and to drive sales.

20 47. Defendant's email subject lines stating the supposed duration of its sales are false and
21 misleading because, as discussed above, Defendant's sales are always available.

22 48. Defendant's email subject lines stating the supposed discount recipients will receive if
23 recipients purchase during the sale are false and misleading because, as discussed above, consumers do
24 not truly receive the discounts Defendant's advertise. Instead, because discounts are always available, the
25 supposed discounted price is just the regular price of the Products.

26 49. By misrepresenting the duration of its supposed sales and the amount of its supposed
27 discounts in email subject lines, Defendant creates a false sense of urgency. Recipients who read

1 Defendant's email subject lines believe that if they act now, they can purchase a higher value item at a
2 limited-time discount; but if they wait, then the discount will expire and if they want to purchase a
3 Product they will have to pay the former or regular price.

4 50. For example, on May 16, 2025, Defendant sent a commercial email to Plaintiff with the
5 subject line "Tote Girls shop smart: 30%, 40%, or 50% off ends soon!".

6
7 ----- Forwarded Message -----
8 From: Lands' End <landsend@offer.landsend.com>
9 To: [REDACTED]
10 Sent: Friday, May 16, 2025 at 12:44:58 PM PDT
11 Subject: Tote Girls shop smart: 30%, 40%, or 50% off ends soon!

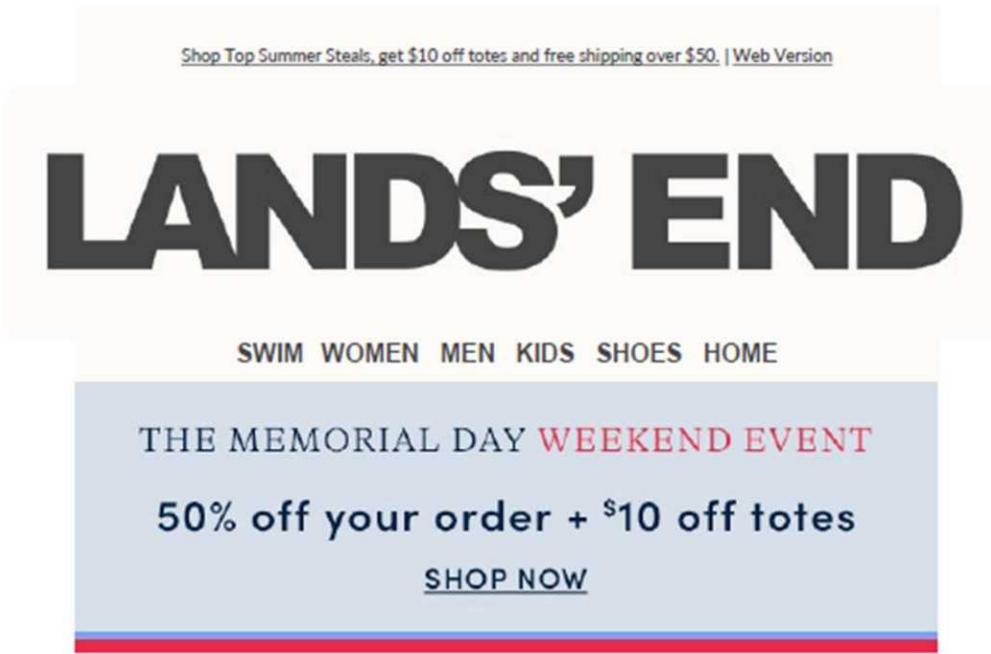


26 51. Reasonable recipients of this email would believe that Defendant is offering 30%, 40%,
27 or 50% off as a time-limited promotion. They would believe that by purchasing during the promotional

1 period, they are receiving a special discount off the regular and former price of the Products. And they
2 would believe that if they wait too long, the sale will be over and the Products' prices will return to their
3 regular prices. But as alleged above, such substantial discounts are in fact persistently available and are
4 not really discounts of the true regular and former prices.

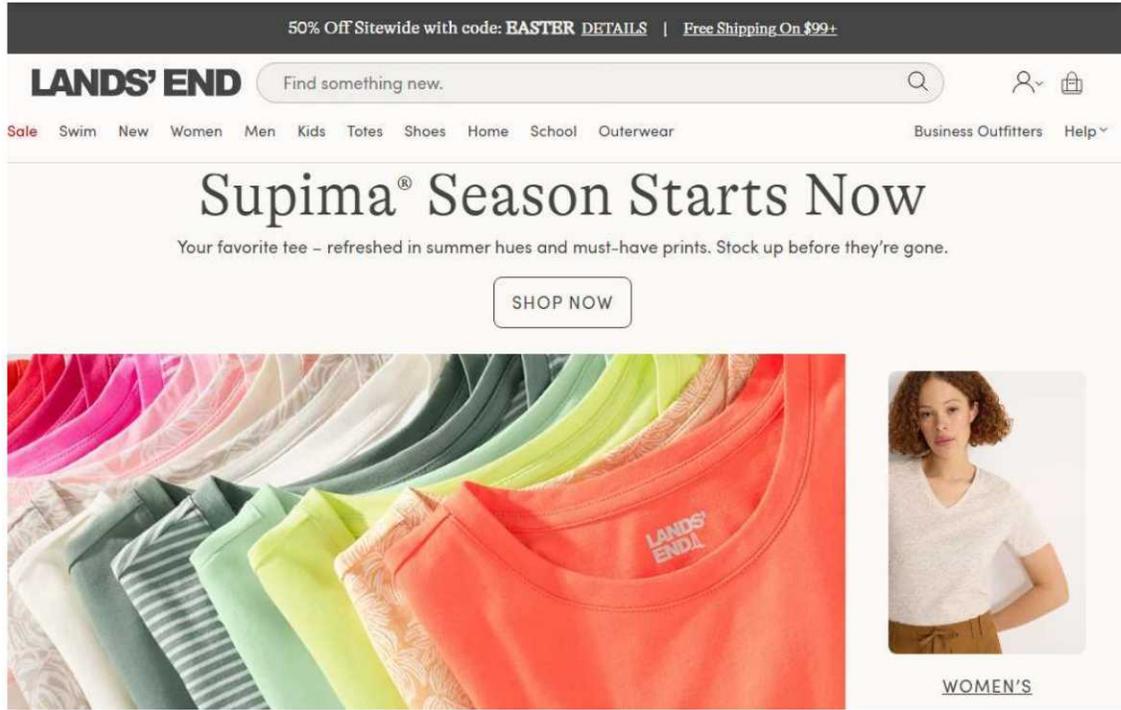
5 52. Just four days later, Defendant sent another commercial email to Plaintiff with the
6 subject line "50% off your order: Memorial Day Weekend Event starts now":

7
8 ----- Forwarded Message -----
9 From: Lands' End <landsend@offer.landsend.com>
10 To: [REDACTED]
11 Sent: Tuesday, May 20, 2025 at 06:50:27 AM PDT
12 Subject: 50% off your order: Memorial Day Weekend Event starts now



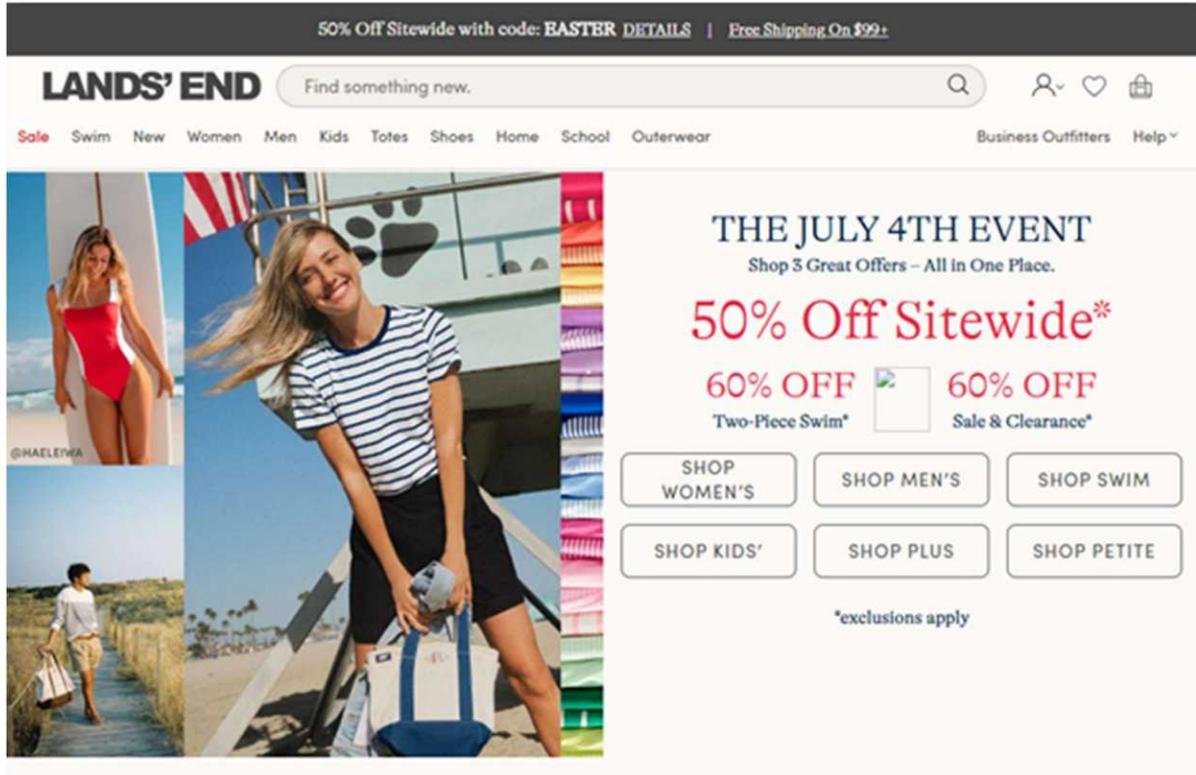
22 53. A reasonable consumer receiving this email would believe they are getting a 50%
23 discount off the regular and former price of Products. And they would believe that the discount is
24 limited to Memorial Day Weekend. But as alleged above, such substantial discounts are in fact
25 persistently available and are not really discounts of the true regular and former prices.

1 54. For example, on June 1, 2025 (a week after the ostensibly time-limited “Memorial Day
2 Weekend Event”), Lands’ End was offering “50% Off Sitewide” as a supposed “EASTER” sale. And
3 while the purported reason for the sale was Easter, Easter had long passed.



Captured June 1, 2025

55. A month later, on July 1, 2025, the same “EASTER” discount code was still available, along with a July 4th sale for a purported 50% Off Sitewide.



Captured on July 1, 2025

56. This illustrates how the emails sent to Plaintiff were misleading. The supposed discounts were not really time limited and were not really discounts off the regular prices, because they were persistently available.

57. Defendant has transmitted more emails containing similar false and misleading subject lines that are no longer in Ms. Meadows’s possession, but are in the possession of Defendant. Based on the emails Defendant sent to Ms. Meadows, Defendant has sent at least thousands of emails to Washington consumers, with similar false or misleading subject lines.

58. Defendant knows, or has reason to know, that it sends its emails containing false and misleading subject lines to Washington residents. Defendant knows where recipients of its emails reside because (i) Defendant has physical addresses associated with recipients’ accounts or orders; or (ii)

1 Defendant has access to data regarding the recipient including the recipient's state of residence, such as
2 geocoordinate and IP address tracking in Defendant's promotional emails.

3 59. Defendant also knows what sales it is offering and knows that, in truth, it is persistently
4 offering a substantial sale on its Products.

5 60. Defendant's consistent promotional emails containing false and misleading information
6 about its purported sales clog up inboxes with spam email, waste limited data space, and violate
7 Plaintiff's and putative class members' right to be free from deceptive commercial emails.

8 61. Plaintiff was not and putative class members are not aware that Defendant's email
9 subject lines are false and misleading for the same reasons that they are not aware of Defendant's fake
10 discounting scheme. Reasonable consumers are not monitoring Defendant's website and tracking its
11 discounts every day for months or years to determine whether or not the sales are real, and whether or
12 not the email subject lines promoting those sales are true.

13 62. Plaintiff does not want to receive emails with false and misleading subject lines from
14 Lands' End, though she would like to continue to receive and rely on truthful information from Lands'
15 End regarding its Products. Due to Defendant's conduct, Plaintiff cannot tell which emails from Lands'
16 End contain truthful information and which emails are spam with false and misleading information
17 designed to spur her into making a purchase. So without a court order requiring Lands' End to only
18 send honest sale emails about its sales, she cannot rely on the emails she receives.

19 **F. No adequate remedy at law.**

20 63. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff also seeks an
21 injunction. Plaintiff is permitted to seek equitable remedies in the alternative because she has no
22 adequate remedy at law. Legal remedies here are not adequate because they would not stop Defendant
23 from continuing to engage in the deceptive practices described above. Only an injunction can remedy
24 this threat of future harm.

25 64. In addition, a legal remedy is not adequate if it is not as certain as an equitable remedy.
26 The elements of Plaintiff's equitable claims are different and do not require the same showings as
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1 Plaintiff's legal claims. For example, to recover under a breach of contract theory, Plaintiff must show
2 the existence of a contract. This is not required for the equitable claims.

3 65. Furthermore, to obtain a full refund as damages, Plaintiff must show that the Products
4 she bought have essentially no market value. In contrast, Plaintiff can seek restitution without making
5 this showing. This is because Plaintiff purchased Products that she would not otherwise have purchased,
6 but for Defendant's representations. Obtaining a full refund at law is less certain than obtaining a refund
7 in equity.

8 66. Finally, Plaintiff's remedies at law are also not equally prompt or efficient as their
9 equitable ones. For example, the need to schedule a jury trial may result in delay. And a jury trial will
10 take longer, and be more expensive, than a bench trial.

11 **V. Class Action Allegations.**

12 67. Plaintiff brings the asserted claims on behalf of the proposed Classes of:

- 13 • Consumer Class: all Washington residents who purchased discounted Lands' End
14 Products on Defendant's website.
15 • Email Class: all Washington residents who received promotional emails from Lands'
16 End with subject lines advertising sales or discounts on Lands' End Products.

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

25 ***Numerosity & Ascertainability***

26 69. The proposed Classes contain members so numerous that separate joinder of each
27 member of the Classes is impractical. There are at least thousands of Class members.

1 70. Class members can be identified through Defendant’s sales records and electronic
2 mailing lists and public notice.

3 ***Predominance of Common Questions***

4 71. There are questions of law and fact common to the proposed Classes.

5 72. Common questions of law and fact to the Consumer Class include, without limitation:

- 6 (1) whether Defendant’s sales were persistent;
- 7 (2) whether Defendant’s advertised regular prices were really what it regularly
8 charged for its Products;
- 9 (3) whether Defendant’s sales violated Washington’s consumer protection law,
10 breached Defendant’s contracts with proposed Consumer Class members, and violated
11 its express warranties with proposed Consumer Class members;
- 12 (4) restitution or damages needed to compensate Plaintiff and the proposed
13 Consumer Class.

14 73. Common questions of law and fact to the Email Class include, without limitation:

- 15 (1) whether Defendant’s email subject lines are false or misleading;
- 16 (2) whether Defendant’s email subject lines violate CEMA;
- 17 (3) whether Defendant’s email subject lines violate the CPA;
- 18 (4) the greater of actual damages or statutory damages due to Plaintiff and the
19 proposed Email Class.

20 ***Typicality & Adequacy***

21 74. Plaintiff’s claims are typical of the proposed Classes.

22 75. Like members of the proposed Consumer Class, Plaintiff purchased Products advertised
23 at a discount on Defendant’s website.

24 76. Like members of the proposed Email Class, Plaintiff received emails from Defendant
25 that contain false or misleading subject lines regarding Defendant’s discounts.

26 77. There are no conflicts of interest between Plaintiff and the proposed Classes.
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1 ***Superiority***

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

6 **VI. Claims.**

7 **Count 1: Violations of the Washington Consumer Protection Act**

8 **via fake discounts on product purchases**

9 **(By Plaintiff and the Consumer Class)**

10 79. Plaintiff incorporates each and every factual allegation set forth above.

11 80. Plaintiff brings this cause of action on behalf of herself and members of the Consumer
12 Class.

13 81. Plaintiff and Consumer Class members are “persons” within the meaning of the CPA.
14 RCW 19.86.010(1).

15 82. Section 19.86.020 of the CPA states, “[u]nfair methods of competition and unfair or
16 deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”
17 RCW 19.86.020.

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

23 84. Defendant engages in the conduct of trade or commerce within the meaning of the
24 CPA. Defendant does this by selling clothing, shoes, and accessory products in a manner that directly
25 and indirectly affects people of the state of Washington.

1 85. As alleged more fully above, Defendant made and disseminated untrue and misleading
2 statements of facts in its advertisements to Consumer Class members, constituting acts of unfair
3 methods of competition and/or unfair or deceptive acts or practices, by advertising fake discounts on its
4 website, through its checkout process, and in its stores.

5 Unfair Acts or Practices

6 86. As alleged in detail above, Defendant committed “unfair” acts by falsely advertising that
7 its Products were on sale, that the Products had higher regular prices, and market values, and that
8 customers were receiving discounts, when none of this was true. This caused Plaintiff and the Consumer
9 Class to make purchases they otherwise would not have made and to pay more for their purchases, and
10 deprived them of their expectancy interest in receiving the Products as advertised.

11 87. The harm to Plaintiff and the Consumer Class greatly outweighs the public utility of
12 Defendant’s conduct. There is no public utility to misrepresenting the price of a consumer product.
13 Plaintiff and the Consumer Class’s injury was not outweighed by any countervailing benefits to
14 consumers or competition. Misleading consumers only injures healthy competition and harms
15 consumers.

16 Deceptive Acts or Practices

17 88. As alleged in detail above, Defendant’s representations that its Products were on sale,
18 and that the customers were receiving discounts off the supposed regular price, were false and
19 misleading.

20 89. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and other
21 reasonable consumers. Defendant knew, or should have known through the exercise of reasonable care,
22 that these statements were inaccurate and misleading.

23 * * *

24 90. Defendant’s misrepresentations were intended to induce reliance, and Plaintiff saw, read,
25 and reasonably relied on the statements when purchasing the Products. Defendant’s misrepresentations
26 were a substantial factor in Plaintiff’s purchase decisions.

1 91. Defendant’s misrepresentations were a substantial factor and proximate cause in causing
2 damages and losses to Plaintiff and the Consumer Class.

3 92. Plaintiff and the Consumer Class were injured as a direct and proximate result of
4 Defendant’s conduct because (a) they would not have purchased the Products if they had known the
5 truth, (b) they overpaid for the Products because the Products were sold at a price premium due to the
6 misrepresentation, and/or (c) they did not receive the discounts they were promised, and received
7 Products with market values lower than the promised market values. In addition to actual damages,
8 Plaintiff and the Consumer Class seek treble damages, which are permitted under the CPA. Plaintiff
9 seeks treble damages to further Plaintiff’s and Consumer Class members’ financial rehabilitation,
10 encourage citizens to bring CPA actions, deter Defendant and other persons from fake discounting in
11 violation of the CPA, and punish Defendant for its deceptive discounting practices.

12 93. Defendant’s acts or omissions are injurious to the public interest because these practices
13 were committed in the course of Defendant’s business and were committed repeatedly before and after
14 Plaintiff purchased Defendant’s Products. They are part of a pattern of unfair and deceptive
15 advertisements. These actions have injured other persons, and, if continued, have the capacity to injure
16 additional persons.

17 **Count 2: Violations of Washington’s Commercial Electronic Mail Act via misleading emails**

18 **(By Plaintiff and the Email Class)**

19 94. Plaintiff incorporates each and every factual allegation set forth above.

20 95. Plaintiff brings this cause of action on behalf of herself and members of the Email Class.

21 96. Lands’ End is a “person” under CEMA. RCW 19.190.010(11).

22 97. As alleged more fully above, Lands’ End violated CEMA by initiating the transmission
23 of commercial electronic mail messages that contained false or misleading information in the subject line
24 to Plaintiff’s electronic mail address.

25 98. Defendant sent these emails to Plaintiff for the purpose of promoting Lands’ End’s
26 Products for sale.

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1 99. Defendant knew or had reason to know that it transmitted such emails to email
2 addresses held by Washington residents, including Plaintiff.

3 100. Lands' End's acts and omissions violated RCW 19.190.020(1)(b).

4 101. Lands' End's acts and omissions injured Plaintiff and Email Class members.

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

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

13 **Count 3: Violations of the Washington Consumer Protection Act via misleading emails**

14 **(By Plaintiff and the Email Class)**

15 104. Plaintiff incorporates each and every factual allegation set forth above.

16 105. Plaintiff brings this cause of action on behalf of herself and members of the Email Class.

17 106. Plaintiff and Email Class members are "persons" within the meaning of the CPA. RCW
18 19.86.010(1).

19 107. As alleged above, Lands' End violated CEMA by initiating the transmission of
20 commercial electronic mail messages to Plaintiff and Email Class members that contained false or
21 misleading information in the subject line.

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

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

24 110. As alleged more fully above, Defendant's transmission of commercial electronic
25 messages to Plaintiff and Email Class members that contained false or misleading information in the
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1 subject line also violates the CPA because it constitutes unfair or deceptive practices that occur in trade
2 or commerce.

3 Unfair Acts or Practices

4 111. As alleged in detail above, Defendant committed “unfair” acts by falsely stating in email
5 subject lines that it was offering a discount off the regular prices of its Products, and that customers
6 could receive that discount only by purchasing during the sale period.

7 112. The harm to Plaintiff and the Consumer Class greatly outweighs the public utility of
8 Defendant’s conduct. There is no public utility to misrepresenting whether Products are discounted.
9 Plaintiff and the Email Class’s injury was not outweighed by any countervailing benefits to consumers or
10 competition. Misleading consumers only injures healthy competition and harms consumers.

11 Deceptive Acts or Practices

12 113. As alleged in detail above, Defendant’s representations in email subject lines that its
13 Products were on sale, that the sale was limited in time, and that the customers were receiving discounts
14 were false and misleading.

15 114. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and other
16 reasonable consumers. Defendant knew, or should have known through the exercise of reasonable care,
17 that these statements were inaccurate and misleading.

18 115. Defendant’s unfair or deceptive acts or practices vitally affect the public interest and thus
19 impact the public interest for purposes of applying the CPA. RCW 19.190.030(3); RCW 19.190.100.

20 116. Defendant’s acts and omissions caused injury to Plaintiff and Email Class members. In
21 addition, violations of CEMA establish the injury and causation elements of a CPA claim as a matter of
22 law.

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

1 the Products because the Products were sold at a price premium due to the warranty, and/or (c) they did
2 not receive the Products as warranted that they were promised.

3 137. For the breach of express warranty claims, Plaintiff seeks all damages available including
4 expectation damages or damages measured by the price premium charged to Plaintiff and Consumer
5 Class members as a result of Defendant's unlawful conduct.

6 **Count 6: Quasi-Contract/Unjust Enrichment**

7 **(By Plaintiff and the Consumer Class)**

8 138. Plaintiff incorporates each and every factual allegation set forth above, except that this
9 count is alleged in the alternative to allegations that an express contract existed.

10 139. Plaintiff brings this cause of action in the alternative to her Breach of Contract claims
11 (Count 4), on behalf of herself and the Consumer Class.

12 140. As alleged in detail above, Defendant's false and misleading advertising caused Plaintiff
13 and the Consumer Class to purchase the Products and to pay a price premium for those Products.

14 141. In this way, Defendant received a direct and unjust benefit, at Plaintiff's expense.

15 142. (In the alternative only), due to Defendant's misrepresentations, its contracts with
16 Plaintiff are void or voidable.

17 143. Plaintiff and the Consumer Class seek restitution and, in the alternative, rescission.

18 **Count 7: Intentional Misrepresentation**

19 **(By Plaintiff and the Consumer Class)**

20 144. Plaintiff incorporates each and every factual allegation set forth above.

21 145. Plaintiff brings this cause of action on behalf of herself and members of the Consumer
22 Class.

23 146. As alleged in detail above, Defendant made false representations to Plaintiff and
24 Consumer Class members concerning its regular prices and discounts.

1 157. Defendant’s misrepresentations were a substantial factor and proximate cause in causing
2 damages and losses to Plaintiff and Consumer Class members.

3 158. Plaintiff and Consumer Class members were injured as a direct and proximate result of
4 Defendant’s conduct because (a) they would not have purchased the Products if they had known that
5 the representations were false, (b) they overpaid for the Products because the Products were sold at a
6 price premium due to the misrepresentation, and/or (c) they did not receive the discounts they were
7 promised, and received Products with market values lower than the promised market values.

8 **VII. Jury Demand.**

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

10 **VIII. Prayer for Relief.**

11 160. Plaintiff seeks the following relief for herself and the proposed Classes:

- 12 • An order certifying the asserted claims, or issues raised, as a class action;
 - 13 • A judgment in favor of Plaintiff and the proposed Classes;
 - 14 • Damages, statutory damages, treble damages, and punitive damages where applicable;
 - 15 • Restitution;
 - 16 • Rescission;
 - 17 • Disgorgement, and other just equitable relief;
 - 18 • Pre- and post-judgment interest;
 - 19 • An injunction prohibiting Defendant’s deceptive conduct, as allowed by law;
 - 20 • Reasonable attorneys’ fees and costs, as allowed by law; and
 - 21 • Any additional relief that the Court deems reasonable and just.
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Respectfully submitted,

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**Pro Hac Vice* application forthcoming