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CASE #: 25-2-28766-1 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

KELLEY RICE, on her own behalf and on
behalf of others similarly situated,

Plaintiff,

vs.

HILTON GRAND VACATIONS, INC.,

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Kelley Rice, on her own behalf and on behalf of others similarly situated, on information and belief except to her own experiences and matters of public record, complains of Defendant Hilton Grand Vacations, Inc. ("HGV") as follows:

I. INTRODUCTION

1. In 1998, to protect Washington consumers from the annoyance and harassment caused by the burgeoning spam email industry, the Washington State Legislature enacted the Commercial Electronic Mail Act (CEMA), codified at chapter 190 of title 19 of the Revised Code of Washington (RCW).

2. Among other things, CEMA prohibits transmitting a commercial email with "false

1 or misleading information in the subject line” to the email address of a Washington resident. RCW
2 19.190.020(1)(b).

3 3. Defendant HGV engages in the precise activity which CEMA prohibits.

4 4. HGV spams Washington consumers, including Plaintiff, with commercial emails
5 whose subject lines employ various tactics to create a false sense of urgency in consumers’
6 minds—and ultimately, from consumers’ wallets.

7 5. This false urgency wastes consumers’ time by enticing them to engage with the
8 defendant’s marketing efforts for fear of missing out. It also floods consumers’ email inboxes with
9 repeated false notifications that the time to act—*i.e. purchase*—is short.

10 6. And through this deceptive time-sensitivity, HGV falsely narrows the field—
11 steering consumers away from shopping for better deals—to its own products and services which
12 must be purchased *now*.

13 7. Plaintiff challenges the defendant’s harassment of Washington consumers with
14 deceptive marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and
15 the Consumer Protection Act (RCW 19.86.020) for injuries caused, additionally seeking injunctive
16 relief against such violations in the future.

17 II. JURISDICTION AND VENUE

18 8. The Court has jurisdiction of this case under RCW 2.08.010.

19 9. Venue is proper in King County under RCW 4.12.020(3) because Plaintiff’s cause
20 of action, or some part thereof, arose in King County.

21 III. PARTIES

22 10. Plaintiff Kelley Rice is a resident of King County, Washington.

23 11. Defendant Hilton Grand Vacations, Inc., is incorporated in Delaware with its
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principal address at 6355 MetroWest Boulevard, Suite 180, Orlando, FL, 32835.

IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

12. The Supreme Court of Washington has made clear: “[A]ll Internet users ... bear the cost of deceptive spam.” *State v. Heckel*, 143 Wn. 2d 824, 835 (2001) (en banc).

13. In 1998, the Legislature found that the “volume of commercial electronic mail” was “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149, § 1.

14. While it’s been nearly three decades since CEMA’s enactment, the problems caused by unsolicited commercial email, *i.e.* spam email, have grown exponentially.

15. The problems, however, are not limited to email content. Subject lines of emails are framed to attract consumers’ attention away from the spam barrage to a message that entices consumers to click and, ultimately, *purchase*.

16. In 2003, the United States Congress found that “[m]any senders of unsolicited commercial electronic mail purposefully include misleading information in the messages’ subject lines in order to induce the recipients to view the messages.” 15 U.S.C. § 7701(a)(8).

17. In 2012, one study estimated that Americans bear “costs of almost \$20 billion annually” due to unsolicited commercial email. Justin M. Rao & David H. Reiley, *The Economics of Spam*, 26 J. of Econ. Perspectives 87, 88 (2012).

18. Even when bulk commercial email marketers are operating under color of consumer consent, the reality is that “[m]ost privacy consent”—especially under the “notice-and-choice” approach predominant in the United States—“is a fiction.” Daniel J. Solove, *Murky Consent: An Approach to the Fictions of Consent in Privacy Law*, 104 Boston Univ. L. Rev. 593, 596 (2024).

1 19. Consumers therefore routinely “consent” to receive flurries of commercial emails
2 which they did not meaningfully request and in which they have no genuine interest.

3 20. This includes emails sent to consumers from businesses with which they have no
4 prior relationship—by virtue of commercial data brokers and commercial data sharing agreements.

5 21. Simply conducting the routine affairs of daily life often exposes consumers to
6 unanticipated and unwanted volumes of commercial email. “Nowadays, you need an email address
7 for everything from opening a bank account to getting your dog’s nails trimmed, and ... [o]nce
8 you hand over your email address, companies often use it as an all-access pass to your inbox:
9 Think of shopping websites that send account updates, deals, ‘we miss you’ messages, and holiday
10 promotions throughout the year. It’s too much.” Kaitlyn Wells, *Email Unsubscribe Services Don’t*
11 *Really Work*, N.Y. Times Wirecutter (Aug. 19, 2024), <https://perma.cc/U8S6-R8RU/>.

12 22. The Legislature presciently intended CEMA to “provide some immediate relief”
13 for these problems by prohibiting among other things commercial emails that “contain untrue or
14 misleading information in the subject line.” Laws of 1998, ch. 149, § 1.

15 23. CEMA thereby protects Washington consumers against the “harms resulting from
16 deceptive commercial e-mails,” which “resemble the type of harms remedied by nuisance or fraud
17 actions.” *Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1008 (W.D. Wash. 2019).

18 24. CEMA’s “truthfulness requirements” increase the costs of sending deceptive
19 commercial emails and thereby reduce their volume. *Heckel*, 143 Wn. 2d at 836.

20 25. CEMA’s “truthfulness requirements” thereby advance the statute’s aim of
21 protecting consumers “from the problems associated with commercial bulk e-mail” while
22 facilitating commerce “by eliminating fraud and deception.” *Id.*

23 26. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,
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CEMA unambiguously prohibits “sending Washington residents commercial e-mails that contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash. 2025).

27. CEMA’s protections do not depend on whether any email was (really or fictively) solicited by consumers, nor on whether consumers relied on any false or misleading statement contained in its subject line. *See Harbers*, 415 F. Supp. 3d at 1011.

28. The statute’s only concern is to suppress false or misleading information in the subject line of commercial emails. *See Brown*, 567 P.3d at 44–45.

B. The subject lines of HGV’s marketing emails make false time scarcity claims.

29. One common way online marketers “manipulate consumer choice by inducing false beliefs” is to create a false sense of urgency or to falsely claim that consumers’ time to act is scarce. Fed. Trade Comm’n, *Bringing Dark Patterns to Light* 4 (2022), <https://perma.cc/847M-EY69/>; *see also* U.K. Competition & Mkts. Auth., *Online Choice Architecture—How Digital Design Can Harm Competition and Consumers* 26 (2022), <https://perma.cc/V848-7TVV/>.

30. The FTC has identified the “False Limited Time Message” as one example of false time scarcity claims, in which the marketer creates “pressure to buy immediately by saying the offer is good only for a limited time or that the deal ends soon—but without a deadline or with a meaningless deadline that just resets when reached.” *Bringing Dark Patterns to Light*, *supra* para. 29, at 22.

31. False scarcity claims are psychologically effective. As “considerable evidence” suggests, “consumers react to scarcity and divert their attention to information where they might miss opportunities.” *Online Choice Architecture*, *supra* para. 29, at 26.

32. Invoking this time pressure achieves a seller's aim to narrow the field of competitive products and deals, by "induc[ing] consumers to rely on heuristics (mental shortcuts), like limiting focus to a restricted set of attributes or deciding based on habit." *Id.*

33. Under time pressure, "consumers might take up an offer to minimise the uncertainty of passing it up." *Id.*

34. False time scarcity claims thus *harm consumers* by manipulatively distorting their decision-making to *their detriment—and the seller's benefit*.

35. Indeed, one 2019 study found that "customers who took timed deals rather than waiting to see wider options ended up worse off than those who waited." *Id.* at 27.

36. False time scarcity claims also harm market competition. Consumers learn to ignore scarcity claims, "meaning that when a product [or offer] is truly scarce, the seller will not be able to credibly communicate this information." *Id.*

37. These false time scarcity claims are a staple of the defendant's email scheme to compel consumers to purchase its products.

38. **Urgent Spam Emails.** HGV is practiced in this trick of luring in consumers through urgent subject headings in emails that do not reflect the true availability of the deal itself, as the examples below demonstrate.

39. HGV's use of false time scarcity claims to entice consumers to purchase its products is readily apparent in its "from \$109" series of vacation offers.

40. For example, on December 3, 2024, HGV transmitted an email with the subject heading: "Don't Miss This Offer! VACAYS FROM \$109 To Las Vegas, Gatlinburg + More," promoting Cyber Monday savings on stays at a variety of destinations, including Orlando and Las Vegas for \$109, and Myrtle Beach and Gatlinburg for \$199. Text within the email advised that the

offer would expire on December 4, 2024.

41. For a family or an individual shopping for a vacation in an era of high interest rates where everything is more expensive, these emails are crafted in a particularly enticing way.

42. However, on December 5, 2024, mere days later, HGV changed the deadline for its offer, as communicated in an email titled: “Thought You Missed It? Cyber Monday Sale EXTENDED!” The body of the message offers stays at the same destinations at the same rates but extends the deadline to December 8, 2024.

43. HGV continued to spam consumers about the promotion in a December 6, 2024, email with the title: “This Is It! Just HOURS LEFT to Get your Vacay From \$109[.]” The subject line suggested consumers had mere hours to act on the offer. However, the email was transmitted at 1:15 A.M. on December 6, and the offer didn’t expire until December 8, 2024. So, in truth, recipients had roughly two days to accept the offer.

44. Despite HGV’s representations that its “From \$109” promotion was subject to time limits, it quickly transmitted the same offer again on February 24, 2025, in an email with the subject line: “ALMOST GONE: Your Chance To Get Away From \$109.” The message promoted 3-day stays at a variety of destinations, much like the December 2024 offer, including Orlando and Las Vegas for \$109, and Myrtle Beach and Gatlinburg for \$199. Text within the email advised that the offer would expire on February 25, 2025.

45. Repeating its trick from December 2024, HGV changed the deadline for its February 2025 promotion, as communicated in a February 25, 2025, email titled: “Surprise! That Vacay From \$109 Is Still Here 🎉[.]” The body of the message offers stays at the same destinations at the same rates but extends the deadline to March 2, 2025.

46. As these promotions demonstrate, HGV employs a strategy where it pressures

1 consumers to purchase stays at its properties by falsely representing the limited availability of its
2 offers; offers that are repackaged, repeated, and redeployed.

3 47. Consumers generally value cheaper stays because they do not strain a budget, much
4 like cheap airline tickets or travel packages. Offering a low price with an exploding offer limited
5 by time is particularly enticing to a consumer looking to get away without breaking the bank. HGV
6 plays on such urges to save money by adding false urgency to its communications.

7 48. HGV's \$199 3-Night Getaway promotion in early 2025 provides a similar example.

8 49. On March 10, 2025, HGV utilized a call to urgency in an email with the subject
9 line: "Your \$199 3-Night Getaway Is Almost Gone[.]" The body of the message offers stays in
10 Orlando and Las Vegas at the advertised price and states that the offers expire on March 11, 2025.

11 50. The offer, however, was far from gone.

12 51. HGV sent an email on March 13, 2025, with the subject line: "Don't Miss Out On
13 A \$199 Getaway[.]" Again, the stays, rates, and destinations are identical to those offered in the
14 March 10, 2025, email. However, the email text extends the offer, updating the deadline to March
15 18, 2025. Thus, the call to urgency on March 10 was misleading because the same terms would be
16 offered well beyond March 11, 2025.

17 52. On March 16, 2025, HGV cautioned consumers that the \$199 offer was nearing its
18 end in an email titled exactly like the March 10 message: "Your \$199 3-Night Getaway Is Almost
19 Gone[.]" Again, the body of the message offers stays in Orlando and Las Vegas at the advertised
20 price, noting that the offers would expire on March 18, 2025.

21 53. By 1:25 A.M. on March 18, 2025, HGV had extended the offer for another week in
22 an email with the subject line: "Enjoy A 3-Night Getaway For \$199 + Get 25,000 Hilton Honors
23 Points[.]" The email's text offers the same stays, in Orlando and Vegas, for the same price and
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1 terms except that the deadline was updated to March 25, 2025.

2 54. HGV's deceptions would last much longer than the trips it offered.

3 55. Refusing to get away from its pattern of misrepresentations, HGV sent an email
4 repeating the title "Your \$199 3-Night Getaway Is Almost Gone" on March 30, 2025. Text within
5 the email offers the same stays for the same price but updates the offer's expiration date to April
6 1, 2025.

7 56. Again, on April 3, 2025, HGV transmitted an email with the subject line: "LAST
8 CHANCE For Your \$199 Vacay — Extended Offer Ends Soon[.]" Again, the body of the email
9 offers stays in Orlando and Las Vegas for the advertised price but updates the offer's expiration
10 date to April 6, 2025.

11 57. These "extended" offers did not in fact "end soon." They were simply a marketing
12 strategy that used false urgency to draw in consumers.

13 58. Despite HGV's repetitive warnings, consumers would have access to the same deal
14 in the next month. A May 20, 2025, email with the subject line: "Get 25,000 Hilton Honors Points
15 (Seriously!)" once again offers stays in Orlando and Las Vegas for \$199.

16 59. Thus, HGV used its spam email campaign to warn consumers that a \$199 3-Night
17 Getaway promotion was "almost gone" on March 10, 2025, and on several occasions thereafter,
18 even though the same offer would be available well into the following months.

19 60. HGV doesn't limit its false time pressure strategy to promoting trips. It also
20 manufactures time scarcity pressures in the context of reward point programs.

21 61. Hilton Honors points carry financial value. They can also be redeemed for other
22 goods and services worth actual cash.

23 62. A March 31, 2025, email with the subject line: "GONE TOMORROW: This
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1 100,000 Hilton Honors Points Offer” urges consumers to promptly book a stay at one of the
 2 destinations named in the message, otherwise they will not receive the advertised points. The body
 3 of the email cautions that the offer expires on April 1, 2025.

4 63. An April 2, 2025, email titled: “OFFER EXTENDED: You Can Still Get 100,000
 5 Hilton Honors Points” demonstrates that the time pressure asserted on March 31 was entirely
 6 contrived. Within the message, HGV alters only a single term of its offer: the expiration date. The
 7 promotion initially set to end on April 1, 2025, was extended to April 6, 2025. Thus, the offer
 8 urgently promoted on March 31, 2025, was by no means “gone.” Consumers had at least five more
 9 days to obtain the deal.

10 64. HGV also creates a false sense of urgency surrounding its certificate offers.

11 65. On April 13, 2025, HGV sent an email titled: “FINAL HOURS To Get \$200
 12 Towards A Future Stay 🦋 [.]” The body of the message promises a \$200 certificate, to be used on
 13 a future stay, for consumers who purchase a 3-night getaway.

14 66. The use of the money with wings emoji heightens the sense of urgency on this deal.

15 67. While the April 13 subject line told consumers they had only hours to accept the
 16 deal, HGV would revive the offer in an April 22, 2025, email titled: “We Couldn’t Resist Bringing
 17 This \$200 Reward Back!” Within the message, the same terms are offered, except for a new
 18 deadline: April 29, 2025. Thus, the “final hours” cautioned on April 13, 2025, were a false pressure
 19 tactic. Within the same month, HGV made the offer available for roughly 168 additional hours.

20 68. These and other examples of the commercial emails that HGV has sent consumers
 21 containing subject lines with false or misleading statements are attached to this Class Action
 22 Complaint as Exhibit A.

C. HGV knows when it sends emails to Washington residents.

69. A sophisticated commercial enterprise, like HGV, which is engaged in persistent marketing through mass email campaigns across the United States, has several ways of knowing where the recipients of its marketing emails are located. The means it employs are peculiarly within its knowledge.

70. First, the sheer volume of email marketing that HGV engages in put it on notice that Washington residents would receive its emails.

71. Second, HGV may obtain location information tied to email addresses when consumers make purchases from HGV through digital platforms, including the HGV website, or otherwise self-report such information to HGV.

72. Third, HGV may obtain location information tied to email addresses by tracking the IP addresses of devices used to open its emails, which in turn can be correlated to physical location (as illustrated, for example, by the website <https://whatismyipaddress.com/>).

73. Specifically, HGV likely uses Adobe Campaign to manage its email marketing campaigns. This platform should allow HGV to access a list of every email address that was sent a marketing email. It should also allow HGV to determine who viewed the emails and who clicked on any links within them.

74. HGV is likely able to infer the general geographic location of recipients by state based on their IP address at the time of email open or link click.

75. Fourth, HGV may obtain location information tied to email addresses by purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax, which sell access to databases linking email addresses to physical locations, among other identifiers.

1 76. Fifth, HGV may obtain location information tied to email addresses by using
2 “identity resolution” services offered by companies such as LiveRamp, which can connect
3 consumers’ email addresses to their physical locations, among other identifiers.

4 77. Sixth, HGV may obtain information that the recipients of its marketing emails are
5 Washington residents because that information is available, upon request, from the registrant of
6 the Internet domain names contained in the recipients’ email addresses. *See* RCW 19.190.020(2).

7 78. It is thus highly probable that a seller with the size and sophistication of HGV
8 employs not just one but several means of tying consumers’ email addresses to their physical
9 locations, at least at the state level.

10 **D. HGV violated Plaintiff’s right under CEMA to be free from deceptive**
11 **commercial emails.**

12 79. HGV has spammed Plaintiff with commercial emails whose subject lines contain
13 false or misleading statements in violation of her right to be free from such annoyance and
14 harassment under CEMA.

15 80. Plaintiff received a number of the email promotions described above in Section B,
16 including the February 24, 2025, email titled: “ALMOST GONE: Your Chance To Get Away From
17 \$109”; the March 31, 2025, email titled: “GONE TOMORROW: This 100,000 Hilton Honors
18 Points Offer”; and the April 13, 2025, email titled: “FINAL HOURS To Get \$200 Towards A
19 Future Stay 🏡 [.]”

20 81. These emails were false or misleading in violation of CEMA, for misrepresenting
21 the timing of the deals, as described herein.

22 82. These emails contained false statements of fact as to the “duration or availability of
23 a promotion.” *Brown*, 567 P.3d at 47.

V. CLASS ALLEGATIONS

83. Plaintiff bring this action under Civil Rule 23 on behalf of the following putative class (“Class”):

All Washington citizens holding an email address to which Defendant sent or caused to be sent any email listed in Exhibit A during the Class Period.

84. Excluded from this definition of the Class are Defendant’s officers, directors, and employees; Defendant’s parents, subsidiaries, affiliates, and any entity in which Defendant has a controlling interest; undersigned counsel for Plaintiff; and all judges and court staff to whom this action may be assigned, as well as their immediate family members.

85. The Class Period extends from the date four years before this Class Action Complaint is filed to the date a class certification order is entered in this action.

86. Plaintiff reserves the right to amend the Class definition as discovery reveals additional emails containing false or misleading information in the subject line that Defendant sent or caused to be sent during the Class Period to email addresses held by Washington residents.

87. The Class is so numerous that joinder of all members is impracticable because the Class is estimated to minimally contain thousands of members.

88. There are questions of law or fact common to the class, including without limitation whether Defendant sent commercial emails containing false or misleading information in the subject line; whether Defendant sent such emails to email addresses it knew or had to reason to know were held by Washington residents; whether Defendant’s conduct violated CEMA; whether Defendant’s violation of CEMA constituted a *per se* violation of the Consumer Protection Act, RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

1 89. Plaintiff's claims are typical of the Class's because, among other reasons, Plaintiff
2 and Class members share the same statutory rights under CEMA and the CPA, which Defendant
3 violated in the same way by the uniform false or misleading marketing messages it sent to all
4 putative members.

5 90. Plaintiff will fairly and adequately protect the Class's interests because, among
6 other reasons, Plaintiff shares the Class's interest in avoiding unlawful false or misleading
7 marketing; have no interest adverse to the Class; and have retained competent counsel extensively
8 experienced in consumer protection and class action litigation.

9 91. Defendant has acted on grounds generally applicable to the Class, in that, among
10 other ways, it engaged in the uniform conduct of sending uniform commercial emails to Plaintiff
11 and the Class, which violate CEMA and the CPA in the same way, and from which it may be
12 enjoined as to Plaintiff and all Class members, thereby making appropriate final injunctive relief
13 with respect to the Class as a whole.

14 92. The questions of law or fact common to the members of the Class predominate over
15 any questions affecting only individual members, in that, among other ways, Defendant has
16 violated their rights under the same laws by the same conduct, and the only matters for individual
17 determination are the number of false or misleading emails received by each Class member and
18 that Class member's resulting damages.

19 93. A class action is superior to other available methods for the fair and efficient
20 adjudication of the controversy because, among other reasons, the claims at issue may be too small
21 to justify individual litigation and management of this action as a class presents no special
22 difficulties.

VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

94. Plaintiff incorporates and realleges paragraphs 1–82 above.

95. CEMA provides that “[n]o person may initiate the transmission, conspire with another to initiate the transmission, or assist the transmission, of a commercial electronic mail message ... to an electronic mail address that the sender knows, or has reason to know, is held by a Washington resident that ... [c]ontains false or misleading information in the subject line.” RCW 19.190.020(1)(b).

96. Defendant is a “person” within the meaning of CEMA. RCW 19.190.010(11).

97. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transition of “commercial electronic mail messages” within the meaning of CEMA. RCW 19.190.010(2).

98. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of such messages to electronic mail addresses that Defendant knew, or had reason to know, were held by Washington residents, including because Defendant knew that Plaintiff and putative members were Washington residents as such “information is available, upon request, from the registrant of the internet domain name contained in the recipient’s electronic mail address.” RCW 19.190.020(b)(2).

99. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of such messages that contained false or misleading information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

100. For Defendant’s violation of CEMA, Plaintiff is entitled to all available relief,

including an injunction against further violations.

Second Claim to Relief

Violation of the Consumer Protection Act, RCW 19.86.020

101. Plaintiff incorporates and realleges paragraphs 1–82 above.

102. The CPA provides that “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” RCW 19.86.020.

103. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

104. A violation of CEMA establishes all the elements necessary to bring a private action under the CPA. *Wright v. Lyft*, 189 Wn. 2d 718 (2017).

105. CEMA provides that “[n]o person may initiate the transmission, conspire with another to initiate the transmission, or assist the transmission, of a commercial electronic mail message ... to an electronic mail address that the sender knows, or has reason to know, is held by a Washington resident that ... [c]ontains false or misleading information in the subject line.” RCW 19.190.020(1)(b).

106. Defendant is a “person” within the meaning of CEMA. RCW 19.190.010(11).

107. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transition of “commercial electronic mail messages” within the meaning of CEMA. RCW 19.190.010(2).

108. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of such messages to electronic mail addresses that Defendant knew, or had reason to know, were held by Washington residents.

109. Defendant initiated the transmission, conspired with another to initiate the

1 transmission, or assisted the transmission of such messages that contained false or misleading
2 information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

3 110. For Defendant's violation of the CPA, Plaintiff and putative members are entitled
4 to an injunction against further violations; the greater of Plaintiff's actual damages or liquidated
5 damages of \$500 per violation, trebled; and costs of the suit, including a reasonable attorney's fee.

6 **VII. JURY DEMAND**

7 111. Plaintiff will demand a jury trial by separate document in accordance with Local
8 Civil Rule 38(b).

9 **VIII. PRAYER FOR RELIEF**

10 Plaintiff asks that the Court:

11 A. Certify the proposed Class, appoint Plaintiff as Class representative, and appoint
12 undersigned counsel as Class counsel;

13 B. Enter a judgment in Plaintiff's and the Class's favor permanently enjoining
14 Defendant from the unlawful conduct alleged;

15 C. Enter a judgment in Plaintiff's and the Class's favor awarding actual or liquidated
16 damages, trebled, according to proof;

17 D. Award Plaintiff's costs of suit, including reasonable attorneys' fees; and

18 E. Order such further relief the Court finds appropriate.

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20 *[Attorney signature block to follow on next page.]*
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1 DATE: September 30, 2025

Respectfully submitted,

2 /s/ Samuel J. Strauss

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19 * Applications for admission *pro hac*
20 *vice* forthcoming