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CASE #: 25-2-33108-3 SEA

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

HANNAH RYU and ELLA BOERS, on their
own behalf and on behalf of others similarly
situated,

Plaintiffs,

vs.

COTTON ON USA, INC.,

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

Plaintiffs Hannah Ryu and Ella Boers, on their own behalf and on behalf of others similarly situated, on information and belief except to their own experiences and matters of public record, complains of Defendant Cotton On USA, Inc., (“Cotton On”) 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 or misleading information in the subject line” to the email address of a Washington resident. RCW

19.190.020(1)(b).

3. Defendant Cotton On engages in the precise activity which CEMA prohibits.

4. Cotton On spams Washington consumers, including Plaintiffs, with commercial emails whose subject lines employ various tactics to create a false sense of urgency in consumers' minds—and ultimately, from consumers' wallets.

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

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

7. Plaintiffs challenge the defendant's harassment of Washington consumers with deceptive marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and the Consumer Protection Act (RCW 19.86.020) for injuries caused, additionally seeking injunctive relief against such violations in the future.

II. JURISDICTION AND VENUE

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

9. Venue is proper in King County under RCW 4.12.020(3) because Plaintiffs' cause of action, or some part thereof, arose in King County.

III. PARTIES

10. Plaintiff Hannah Ryu is a resident of King County, Washington.

11. Plaintiff Ella Boers is a resident of Pierce County, Washington.

12. Defendant Cotton On USA, Inc., is a Delaware corporation with its principal

address at 12555 West Jefferson Blvd., Suite 120, Los Angeles, CA 90066. Cotton On has a registered agent in the State of Washington at: Cotton On USA Inc. c/o C T Corporation System, 711 Capital Way S, Suite 204, Olympia, WA 98501.

IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

13. 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).

14. 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.

15. 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.

16. 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*.

17. 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).

18. 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).

19. 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”

1 approach predominant in the United States—“is a fiction.” Daniel J. Solove, *Murky Consent: An*
 2 *Approach to the Fictions of Consent in Privacy Law*, 104 Boston Univ. L. Rev. 593, 596 (2024).

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

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

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

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

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

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

22 26. CEMA’s “truthfulness requirements” thereby advance the statute’s aim of
 23 protecting consumers “from the problems associated with commercial bulk e-mail” while
 24

1 facilitating commerce “by eliminating fraud and deception.” *Id.*

2 27. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,
3 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that
4 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*
5 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.
6 2025).

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

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

12 **B. The subject lines of Cotton On’s marketing emails make false time scarcity**
13 **claims.**

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

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

32. “False or misleading scarcity claims can change the behaviour of consumers.”
Online Choice Architecture, *supra* para. 30, at 27.

33. Representations about the timing and duration of sales, discounts, and other special offers are fundamentally representations about prices, and such representations matter to ordinary consumers. *See, e.g., Huiliang Zhao et al., Impact of Pricing and Product Information on Consumer Buying Behavior with Consumer Satisfaction in a Mediating Role*, 12 *Frontiers in Psychology* 720151 (2021), available at <https://pmc.ncbi.nlm.nih.gov/articles/PMC8710754/pdf/fpsyg-12-720151.pdf/>.

34. 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. 30, at 26.

35. 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.*

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

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

38. 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.

39. 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.*

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

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

6 42. Cotton On USA Inc. is the U.S. arm of the Cotton On Group, an international
7 fashion retailer that produces and sells apparel for men, women, and children under several
8 different brands including Cotton On, Cotton On Kids, and Typo. The company regularly uses
9 false time scarcity claims to entice consumers to purchase products through its various brands'
10 websites, including cottonon.com/US/.

11 43. Cotton On has tailored this strategy to fit a variety of offers, including promotion
12 extensions. In these examples, Cotton On sends consumers emails to advertise an offer, promotion,
13 or sale. Then, it uses the subject lines of additional emails to pressure consumers to make purchases
14 by presenting promotions as scarce or time-limited opportunities. Once the advertised deadline has
15 passed, Cotton On extends the promotion to a new end date.

16 44. While Cotton On may present these extensions as though they are a favor to
17 consumers, they are anything but. By deploying false time pressures with surprise extensions,
18 Cotton On compels consumers to purchase quickly while withholding terms that consumers need
19 in order to make informed buying decisions.

20 45. For instance, On July 21, 2022, Cotton On sent consumers an email advertising a
21 30% off promotion for summer merchandise. The subject line of the email stated: "🌻 30% OFF
22 Summer faves 🌻[.]” The body of the message advised that the offer would end on July 27.

23 46. Then, on July 27, 2022, Cotton On sent a follow-up email to assert false time
24

1 pressure on recipients. The email was titled, “Ending soon: 30% off Summer faves 🧺 🔥 [.]” while
2 the body of the message confirmed that the offer would end at midnight. This type of deceptive
3 subject line urges consumers to purchase from Cotton On’s website by warning them that the offer
4 is quickly coming to an end.

5 47. However, the offer didn’t end on July 27.

6 48. On July 31, 2022, Cotton On confirmed the falsity of the July 27 subject line in an
7 email titled: “The party’s still going 🍷 30% OFF Summer (!!)[.]” A graphic within the message
8 announced that the sale was “EXTENDED” while fine print at the bottom of the email indicated
9 the offer would continue until August 3, 2022.

10 49. Despite the urgent “ending soon” warning that Cotton On sent in its July 27, 2022,
11 subject line, the promotion would continue into the following month. Consumers in receipt of the
12 July 27 email were not at risk of missing the deal, had they ignored the email’s title, because Cotton
13 On did not end the promotion on July 27. The false conclusion of the 30% off sale was simply a
14 marketing strategy meant to compel consumers to purchase items from the defendant’s website.

15 50. In November 2022, Cotton On maintained its deceitful trend while advertising a
16 promotion for one of its other brands, Typo.

17 51. On November 9, 2022, Cotton On warned consumers about the impending
18 conclusion of a 30-70% off sitewide sale in an email titled: “LAST CHANCE FAM | 30-70% OFF
19 SITEWIDE ⌚ [.]” According to terms and conditions within the email, the offer would be
20 available until November 10.

21 52. True to form, the last chance announced in the November 9 title was a false
22 deadline.

23 53. The day following the advertised deadline, November 11, 2022, Cotton On sent an
24

1 email with the subject line: “Typo Frenzy 30%-70% OFF SITEWIDE 🛒🏃[.]” Terms and
2 conditions provided in the message listed a deadline of November 13, 2022.

3 54. While the November 9, 2022, email announced consumers’ last chance to
4 participate in the sale, the promotion would run until November 13. The subject line and deadline
5 transmitted with the November 9, 2022, email were untrue. Instead of reliable facts meant to
6 inform consumers’ purchasing decisions, they were simply examples of Cotton On’s misleading
7 strategy: creating false pressure meant to drive consumers to its websites and, ultimately, the
8 checkout screen.

9 55. Cotton On has paired false deadlines with surprise extensions using its mobile app
10 as well.

11 56. On March 18, 2024, Cotton On sent consumers an email titled: “30% off sitewide
12 ends at midnight 🕒💥[.]”

13 57. Even though the conclusion of the offer was clear from the March 18 subject line,
14 Cotton On extended the promotion beyond the advertised expiration.

15 58. On March 19, 2024, Cotton On sent an email advertising the same promotion well
16 past the March 18 midnight deadline. The message’s subject line stated: “App exclusive: 30% off
17 sitewide 🛒[.]”

18 59. So, the offer did not end at midnight despite the warning sent to consumers in the
19 March 18, 2024, subject line. Consumers could access the same discount by merely placing their
20 order through Cotton On’s mobile application.

21 60. The same strategy was used in September.

22 61. On September 2, 2024, Cotton On sent an email with the headline: “💥 30% off
23 sitewide ends midnight! 💥[.]”
24

62. That same evening, Cotton On layered additional pressure upon consumers by sending an email with the subject line: “Final hours: 30% OFF SITEWIDE 🤖🤖🤖 [.]”

63. The following day, September 3, 2024, after spamming consumers with urgent warnings on September 2, Cotton On sent an email announcing that the same discount would be available using Cotton On’s app. The title of the email read: “App exclusive: 30% OFF 🔥 [.]”

64. Thus, the discount offer did not come to an end on September 2, 2024, as advertised.

65. Cotton On has fitted its deceptive strategy to shipping promotions as well.

66. For example, on January 16, 2022, Cotton On sent consumers an email with the subject line: “LAST CHANCE: Free express shipping 🤖 [.]” Text within the email advised that the offer provided free express shipping for purchases over \$60 and would end at midnight.

67. Despite Cotton On’s unambiguous warning, January 16 was not consumers’ last chance for free express shipping.

68. Within days, Cotton On returned to consumer inboxes with a January 19, 2022, email titled: “FREE express shipping over \$60[.]”


69. As the January 19 email confirmed, January 16 was by no means the “last chance” for free express shipping. A mere three days later, Cotton On advertised the same offer. Thus, the warning sent with the January 16, 2022, subject line was mere fabrication meant to compel consumers to buy fast lest they lose the supposedly scarce opportunity.



70. Upon information and belief, shipping costs are significant enough to influence purchasing decisions for many, if not most, consumers. An offer of time-limited free shipping entices customers to shop and pay more now lest they miss the opportunity to avoid shipping costs.

71. Cotton On dresses other promotions with deception as well. In some instances, the defendant pressures consumers to buy quickly—because the opportunity to receive an offer is

1 coming to an end—only to advertise the same or better terms shortly thereafter.

2 72. An example occurred in November 2022.



3 73. On November 13, 2022, Cotton On sent an email titled: “Scroll like the wind 
4 30% OFF ends soon!” According to text within the email, the 30% off sitewide sale would end at
5 midnight.


6 74. Within a few days, on November 18, 2022, Cotton On sent consumers an email
7 announcing another 30% off sale for online and instore items. The message was titled:
8 “EVERYONE'S INVITED: 30% OFF   [.]”

9 75. So, November 13, 2022, did not mark the end of the 30% off discount for
10 consumers.

11 76. The misleading nature of these communications couldn't be clearer. A consumer in
12 receipt of the November 13, 2022, email is urged to buy quickly because the subject line advises
13 that the reduced pricing is ending soon. However, within days, the same reduced pricing was
14 available again.

15 77. Cotton On deployed the same strategy the following November.

16 78. On November 15, 2023, Cotton On sent consumers an email titled: “Last chance to
17 shop 30% off jeans   [.]” The message's preview text stated, “Srsly. We wouldn't joke about
18 this[.]” reassuring recipients that the subject line's warning should be taken seriously.

19 79. However, within days, the same discount would be available sitewide as
20 communicated in a November 18, 2023, email with the subject line: “Black Friday is calling 
21 30% off sitewide[.]” Again, the earlier subject line, sent on November 13, 2022, was intended to
22 mislead consumers.

23 80. Cotton On continued to mislead with this approach in 2024.
24

81. On November 3, 2024, the defendant announced a 30% sale that would be accessible through the Cotton On mobile app. The message was sent with the subject line: “1 DAY ONLY. App access to 30% off 👑[.]”

82. However, an email sent the following day, on November 4, 2024, confirmed that the sale would be available for longer with its title: “30% off SITEWIDE 🛒[.]”

83. Similarly, on November 14, 2024, Cotton On sent an email warning consumers that the conclusion of a 30% off sale was imminent. The subject line stated: “Final hours. 30% off sitewide 🕒[.]” Text within the message advised that the offer would end at midnight.

84. Yet, there was nothing final about the sale’s conclusion.

85. The following week, on November 21, 2024, the same discount was presented to consumers again in an email titled: “30% off 🛒 NOW INSTORE & ONLINE[.]”

86. The November 21 email confirmed the falsity of the deadline communicated to consumers in the November 14, 2024, subject line.

87. Even this year, Cotton On has continued to spam consumers with warnings of promotional deadlines only to provide comparable or improved offers quickly thereafter.

88. For example, on August 25, 2025, Cotton On sent an email regarding a discount on pajamas and titled: “30% off pajamas ends SOON 🕒[.]” According to text within the email, the offer would end on August 27, 2025.

89. However, on August 28, 2025, Cotton On announced the same discount but made it available to a wider selection of merchandise in an email titled: “30% off sitewide starts now (!!)”

90. The same would occur the following month.

91. On September 21, 2025, Cotton On sent an email with the subject line: “Extra 20%

1 off sale ends midnight 🧺[.]”

2 92. True to form, Cotton On returned to consumers’ inboxes with the same discount
3 offer a mere three days later, on September 24, 2025, with an email titled: “Extra 20% off sale
4 styles[.]”

5 93. Cotton On implemented the same approach with advertisements for its children’s
6 brand, Cotton On Kids.

7 94. On June 4, 2023, Cotton On sent an email with the subject line: “LAST CHANCE:
8 Up to 70% off sale[.]” The message featured Cotton On Kids branding and advised that the “sale
9 won’t be on this level for long! Shop it now, or never[.]”

10 95. While the defendant’s email clearly articulated, in no uncertain terms, that the sale
11 opportunity was expiring, consumers would find the same discount offer in their inbox later that
12 same month.

13 96. On June 15, 2023, Cotton On transmitted an email with the headline: “[recipient’s
14 name], sale just leveled up 🧺[.]” Again, the message informed consumers of the up to 70% off
15 sale, thus confirming the falsity of the “last chance” warning included in the June 4, 2023, subject
16 line.

17 97. As these subject lines demonstrate, Cotton On employs a strategy where it pressures
18 consumers to purchase its products by falsely representing the limited availability of its offers;
19 offers that are repackaged, repeated, and redeployed.

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

C. Cotton On knows when it sends emails to Washington residents.

99. A sophisticated commercial enterprise, like Cotton On, 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.

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

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

102. Third, Cotton On 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/>).

103. Specifically, Cotton On appears to use Salesforce Marketing Cloud to manage its email marketing campaigns. The platform should allow Cotton On to access a list of every email address that was sent a marketing email. It should also allow Cotton On to determine who viewed each email and who clicked on any links within them.

104. Cotton On 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.

105. Fourth, Cotton On 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.

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

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

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

D. Cotton On violated Plaintiffs’ rights under CEMA to be free from deceptive commercial emails.

109. Cotton On has spammed Plaintiffs with commercial emails whose subject lines contain false or misleading statements in violation of their right to be free from such annoyance and harassment under CEMA.

110. Plaintiff Plaintiff Boers received the August 25, 2025, email titled, “30% off pajamas ends SOON 📢 [.]”

111. Plaintiff Boers also received the September 21, 2025, email titled, “Extra 20% off sale ends midnight 🕒 [.]”

112. Plaintiff Ryu received the November 3, 2024, email titled: “1 DAY ONLY. App access to 30% off 👑 [.]”

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

1 114. The emails contained false statements of fact as to the “duration or availability of a
2 promotion.” *Brown*, 567 P.3d at 47.

3 V. CLASS ALLEGATIONS

4 115. Plaintiffs bring this action under Civil Rule 23 on behalf of the following putative
5 class (“Class”):

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

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

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

14 118. Plaintiffs reserve the right to amend the Class definition as discovery reveals
15 additional emails containing false or misleading information in the subject line that Defendant sent
16 or caused to be sent during the Class Period to email addresses held by Washington residents.

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

19 120. There are questions of law or fact common to the class, including without limitation
20 whether Defendant sent commercial emails containing false or misleading information in the
21 subject line; whether Defendant sent such emails to email addresses it knew or had to reason to
22 know were held by Washington residents; whether Defendant’s conduct violated CEMA; whether
23 Defendant’s violation of CEMA constituted a *per se* violation of the Consumer Protection Act,
24

1 RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

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

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

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

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

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

VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

126. Plaintiffs incorporate and reallege paragraphs 1–114 above.

127. 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).

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

129. 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).

130. 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 Plaintiffs 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).

131. 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).

132. For Defendant’s violation of CEMA, Plaintiffs are 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

133. Plaintiffs incorporate and reallege paragraphs 1–114 above.

134. 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.

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

136. 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).

137. 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).

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

139. 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).

140. 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.

141. 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).

3 142. For Defendant's violation of the CPA, Plaintiffs and putative members are entitled
4 to an injunction against further violations; the greater of Plaintiffs' 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**

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

9 **VIII. PRAYER FOR RELIEF**

10 Plaintiffs ask that the Court:

11 A. Certify the proposed Class, appoint Plaintiffs as Class representatives, and appoint
12 undersigned counsel as Class counsel;

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

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

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

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

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20 *[Counsel signature block to follow on next page.]*
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DATE: November 5, 2025

Respectfully submitted,

/s/ Samuel J. Strauss

Samuel J. Strauss, WSBA No. #46971

Raina C. Borrelli*

STRAUSS BORRELLI PLLC

980 N. Michigan Avenue, Suite 1610

Chicago, IL 60611

Tel.: (872) 263-1100

sam@straussborrelli.com

raina@straussborrelli.com

Lynn A. Toops*

Natalie A. Lyons*

Ian R. Bensberg*

COHENMALAD, LLP

One Indiana Square, Suite 1400

Indianapolis, IN 46204

Tel.: (317) 636-6481

ltoops@cohenmalad.com

nlyons@cohenmalad.com

ibensberg@cohenmalad.com

J. Gerard Stranch, IV*

Michael C. Tackeff*

Andrew K. Murray*

STRANCH, JENNINGS &

GARVEY, PLLC

223 Rosa L. Parks Avenue, Suite 200

Nashville, TN 37203

Tel.: (615) 254-8801

gstranch@stranchlaw.com

mtackeff@stranchlaw.com

amurray@stranchlaw.com

Attorneys for Plaintiffs

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