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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF GRAYS HARBOR

DEBORAH CERKEZOGLU, on her own
behalf and on behalf of others similarly
situated,

Plaintiff,

vs.

BABEL GMBH, d/b/a BABEL,

Defendant.

No. 26-2-00040-14

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Deborah Cerkezoglu, 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 Babel GmbH, 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 to a

1 Washington resident’s email address that “[c]ontains false or misleading information in the subject
2 line.” RCW 19.190.020(1)(b).

3 3. Defendant Babbel GmbH d/b/a Babbel (“Babbel”) engages in the precise activity
4 which CEMA prohibits.

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

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

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

14 7. Plaintiff challenges Babbel’s harassment of Washington consumers with deceptive
15 marketing as violations of the Commercial Electronic Mail Act (CEMA), RCW 19.190, and the
16 Consumer Protection Act (CPA), RCW 19.86, seeking damages for injuries caused and injunctive
17 relief against such violations in the future.

18 II. JURISDICTION AND VENUE

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

20 9. Venue is proper in Grays Harbor County under RCW 4.12.020(3) because Plaintiff
21 resides in this County, and Plaintiff’s cause of action, or some part thereof, arose in Grays Harbor
22 County.

1 **III. PARTIES**

2 10. Plaintiff Deborah Cerkezoglu is a resident of Grays Harbor, Washington.

3 11. Defendant Babbel GmbH is a foreign profit corporation with its principal place of
4 business at Andreasstrasse 72, 10243 Berlin, Germany.

5 12. Defendant Babbel has a registered agent in the state of Washington: Corporation
6 Service Company, 300 Deschutes Way SW, Suite 208 MC-CSC1, Tumwater, Washington, 98501.

7 **IV. FACTUAL ALLEGATIONS**

8 **A. CEMA Protects Washington Consumers from Deceptive Spam Emails.**

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

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

14 15. In the nearly three decades since, the problems caused by unsolicited commercial
15 email, *i.e.* spam email, have grown exponentially.

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

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

22 18. In 2012, one study estimated that Americans bear “costs of almost \$20 billion
23 annually” due to unsolicited commercial email. Justin M. Rao & David H. Reiley, *The Economics*
24

1 *of Spam*, 26 J. of Econ. Perspectives 87, 88 (2012).

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

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

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

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

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

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

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

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

5 27. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,
6 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that
7 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*
8 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.
9 2025).

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

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

15 **B. The Subject Lines of Babel Marketing Emails Make False Time Scarcity**
16 **Claims.**

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

22 31. The FTC has identified the “False Limited Time Message” as one example of false
23 time scarcity claims, in which the marketer creates “pressure to buy immediately by saying the
24 offer is good only for a limited time or that the deal ends soon—but without a deadline or with a

1 meaningless deadline that just resets when reached.” *Bringing Dark Patterns to Light, supra*
2 para. 30, at 22.

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

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

11 34. False scarcity claims are psychologically effective. As “considerable evidence”
12 suggests, “consumers react to scarcity and divert their attention to information where they might
13 miss opportunities.” *Online Choice Architecture, supra* para. 30, at 26.

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

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

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

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

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

3 40. These false time scarcity claims are a staple of Defendant Babbel’s email scheme
4 to corral consumers to purchase its products.

5 41. Babbel sells a comprehensive suite of language learning tools designed to help
6 achieve fluency. The company’s courses, podcasts, and games are available on their website,
7 babbel.com, and their mobile application.

8 42. To advertise its products, Babbel is practiced in this trick of luring in consumers
9 through an urgent subject heading that does not reflect the true availability of the deal itself, as the
10 following examples demonstrate.

11 43. Babbel’s deceptive strategy is no more readily apparent than in its promotion
12 extensions. In the following examples, Babbel announces promotional pricing, then demands
13 consumers’ attention by presenting that pricing as a scarce or time-limited opportunity. Once the
14 advertised deadline has passed, Babbel extends the promotion to a new end date.

15 44. This misleading marketing strategy allows Babbel to maximize sales during the life
16 of a promotion and the subsequent extension. By using false deadlines, however, the approach also
17 prevents consumers from making informed purchasing decisions.

18 45. Babbel’s scheme starts by sending emails to consumers advertising a purported new
19 promotion.

20 46. It did so on January 27, 2024, regarding a “Lifetime” sale, in an email titled: “65%
21 off Babbel Lifetime ends soon,” with a sub-heading, “Going, gehen, gående...” which roughly
22 translates to “leaving.” A cascade of emails followed, emphasizing that the sale was only for a
23 limited time.

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1 47. In fact, the deal did not “end soon”; it was offered through January 31, 2024. This
2 did not stop Babbel from continuing to invoke false urgency throughout that period, however.

3 48. On January 28, 2024, Babbel falsely stated in an email with the subject heading:
4 “—, hurry! Babbel Lifetime at 65% off ends in 24 hours!” when, in fact, the promotion did not
5 “end in 24 hours.”

6 49. Yet, on January 30, 2024, Babbel purported to “extend” the 65% Lifetime deal in
7 an email with the subject line: “Hey —, we’re extending the offer just for you!” The headline of
8 the email reiterated that, “It’ll be gone in a flash.”

9 50. And then, on January 31, 2024, the date that the 65% Lifetime sale actually ended,
10 Babbel sent yet another email, stating in the subject heading: “So long, Lifetime deal.”

11 51. Thus, four days after urgently warning consumers that the sale was ending, Babbel
12 extended the sale and proved the deception and falsity of its January 27 and 28, 2024 subject lines.

13 52. Consumers in receipt of the January 27th or 28th emails did not need to purchase
14 on those days in order to access the 65% Off Lifetime deal, because it continued through January
15 31, 2024.

16 53. Babbel used a similar technique when advertising its “Lifetime” sale again in
17 September 2024.

18 54. On September 2, 2024, Babbel sent consumers a mass email warning them in the
19 subject line: “65% off Lifetime ends tonight.”

20 55. The subject line of the September 2, 2024, email was false or misleading. The “65%
21 off Lifetime” promotion did not, in fact, end that night. Instead, Babbel continued to make the
22 Lifetime deal available to consumers at comparable—or even better—discounts in the days
23 immediately following the purported deadline.

1 56. The very next day, on September 3, 2024, Babbel sent consumers another marketing
2 email with the subject line: “did you miss ‘65% off’? Get 70% off instead,” proving Babbel’s
3 September 2nd claim that the 65% discount was “ending tonight” misleading, and that consumers
4 who acted immediately in reliance on that false urgency were deprived of the opportunity to obtain
5 a superior discount that was available just one day later.

6 57. Just four days after it said the 65% deal was to end, Babbel sent emails on
7 September 6, 2024 with subject lines and messages including “65% off Babbel Lifetime is ready
8 to collect,” “Your deal is back for 24 hours only,” and “65% off Lifetime extended for 24 hours.”

9 58. The subject headings in Babbel’s communications on September 2, 2024 were false
10 and misleading. In reality, consumers had four days to purchase the same product at the same—or
11 a better—price. Babbel’s repeated claims that the promotion was ending created a false sense of
12 urgency designed to pressure consumers into making rushed purchasing decisions, rendering the
13 September 2, 2024, representations deceptive and misleading.

14 59. Repeating the same deceptive marketing tactics used the prior month, Babbel again
15 misled consumers on October 4, 2024, by sending a mass email falsely claiming that its “65% off
16 Lifetime” promotion was about to expire. The email bore the subject line “Say goodbye to your
17 US\$ 390.00,” and included the message “Ends today: 65% off Lifetime,” a deal that offered the
18 referenced \$390 in savings. But this promotion was not ending that day.

19 60. The subject line of the October 4, 2024 email was false or misleading. The “65%
20 off Lifetime” promotion did not end on that day. Instead, Babbel continued to offer the same
21 promotion for several additional days, through at least October 8, 2024.

22 61. By using phrases such as “say goodbye” and “ends today,” Babbel falsely conveyed
23 to consumers that immediate action was required to avoid losing the discount.

1 62. On October 5, 2024, Babbel sent another email with the subject line “You’ve
2 unlocked US\$ 390.00 in savings—65% off Lifetime learning!” promoting the same offer.

3 63. On October 6, 2024, Babbel sent yet another email with the subject line “Back for
4 24 hours only,” accompanied by the message “tick-tock your deal is on the clock,” again referring
5 to the same 65% off Lifetime promotion.

6 64. Finally, on October 8, 2024—the date on which the promotion actually ended—
7 Babbel sent an email with the subject line “You’ve unlocked US\$ 390.00 in savings,” stating that
8 the 65% off Lifetime promotion was ending.

9 65. These October 5, 6, and 8, 2024 emails demonstrate that Babbel’s email subject
10 heading on October 4, 2024 was false and misleading. Consumers who did not purchase on
11 October 4th were not at risk of losing the advertised discount, and Babbel’s repeated use of fake
12 deadlines created a sense of urgency intended to pressure consumers into immediate purchases.

13 66. Babbel continued to deploy their deceptive marketing strategy at the end of October
14 2024 by falsely representing that certain promotions were about to expire, when in fact the same
15 discounts continued or were promptly revived.

16 67. On October 25, 2024, Babbel sent out an email with the subject line “Last chance
17 to get 60% off a year of Turkish!” thereby representing that consumers had a final opportunity to
18 obtain the advertised discount.

19 68. But again, this was not consumers’ “last chance” to obtain the 60% off Turkish
20 offer. Rather than expiring on October 25, Babbel continued to make the same promotion available
21 to consumers for several additional days.

22 69. Just three days later, on October 28, 2024, Babbel sent consumers another mass
23 email relating to the same offer, with the subject line “—, you’re in luck 12 months of Turkish for
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1 US\$ 3.98 per month is back,” a deal that offered the referenced 60% off in savings, demonstrating
2 that the promotion had not ended as previously claimed.

3 70. On October 31, 2024, Babbel again marketed the identical promotion in an email
4 with the subject line “Halloween Sale! You’ve unlocked 60% off all Turkish courses.” Although
5 Babbel rebranded the offer as a “Halloween Sale,” the discount and product were the same.

6 71. The October 25, 2024 subject line was false and misleading. The 60% off/\$3.98 per
7 month annual Turkish subscription did not end on October 25, 2024, but remained available
8 through at least October 31, 2024. By characterizing the promotion as a “last chance,” Babbel
9 created a false sense of urgency, misleading consumers into believing that immediate action was
10 required when, in reality, the same offer was repeatedly revived shortly thereafter.

11 72. In November 2024, Babbel again engaged in the same deceptive marketing
12 practices by falsely representing that a promotion was about to expire, only to extend the offer
13 immediately thereafter.

14 73. On November 13, 2024, Babbel sent consumers a marketing email with the subject
15 line “70% off all languages is leaving soon,” accompanied by the message “Going, going, almost
16 gone...” These representations conveyed to consumers that the promotion was imminently ending
17 and that immediate action was required to avoid losing the discount.

18 74. Those representations were false and misleading. The following day, November 14,
19 2024, Babbel sent another email announcing “Offer extended! 70% off 14 languages is back.” This
20 extension demonstrates that the November 13th claim that the promotion was “leaving soon,” was
21 inaccurate and intended to create a false sense of urgency to pressure consumers to purchase before
22 a deadline that did not, in fact, exist.

23 75. This pattern of false time scarcity email headings continued into January 5, 2025,
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1 when Babbel announced the launch of a New Years Flash Sale promotion in an email with the
2 subject heading: “REMINDER: Lifetime for \$199 expires tonight.”

3 76. One week later, on January 12, 2025, Babbel sent out two additional emails using
4 time pressure to compel consumers to participate in the sale. The emails included the subject
5 headings: “Well Deborah, this is it. \$199 Lifetime ends tonight,” and “Hoşça kal, \$199 Lifetime!”
6 which roughly translates to “goodbye.”

7 77. The subject lines of the January 12, 2025, emails were false or misleading. The
8 phrases “This is it,” “Goodbye,” and “Lifetime ends tonight,” create a false sense of urgency for
9 the consumer.

10 78. Babbel repeated its trick in February 2025.

11 79. On February 17, 2025, Babbel announced the launch of a President’s Day Flash
12 Sale promotion in an email with the subject heading: “Goodbye, \$199 Lifetime!”

13 80. The subject line of the February 17, 2025, email was false or misleading. It was not
14 the “goodbye” for anything.

15 81. Six days later, on February 23, 2025, Babbel sent another email with the subject
16 line: “Your exclusive \$199 Lifetime deal is ending already?!” Thus, February 17th was not the last
17 call for such savings. This wording creates a false sense of urgency for the consumer.

18 82. Babbel’s misleading marketing efforts did not end with the false “goodbye” claims
19 from February.

20 83. On July 4, 2025, Babbel returned to consumers’ inboxes to announce a “Lifetime”
21 subscription for \$199, with the subject line: “Hoşça kal, \$199 Lifetime.”

22 84. Two days later, on July 6, 2025, Babbel sent yet another email with the subject line:
23 “Last chance to snag a Lifetime subscription for \$199.” Thus, July 4th was not consumers’ last
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1 chance to obtain this deal. This wording creates a false sense of urgency for the consumer.

2 85. On July 27, 2025, Babbel returned to consumers' inboxes to announce a 60% off
3 "Lifetime" subscription sitewide sale for Babbel's birthday, stating in the subject heading: "Quick!
4 Blow out the candles on 60% off Lifetime 🕯️."

5 86. Those candles were relit just a few days later on August 1, 2025, when Babbel sent
6 another email with the subject heading: "Our birthday sale is back! Get 60% off Lifetime."

7 87. Then again on August 3, 2025, Babbel sent another urgent call to action on the 60%
8 Lifetime sale, saying in the subject heading, "Make your wish before midnight ✨".

9 88. But the very next day, on August 4, it offered the 60% Lifetime access deal "for
10 today only."

11 89. As a result of Babbel's false time-limited representations in July and August 2025,
12 consumers were misled into believing that immediate action was required, when in fact the same
13 discount was offered and then re-offered, offered again, and then re-offered again.

14 90. In fact, the 60% Lifetime sale was offered once again on August 8, 2025.

15 91. On September 21, 2025, Babbel again engaged in deceptive marketing practices by
16 sending consumers an email with the subject line: "🔔 Final Call! Lifetime is yours for \$199."

17 92. Contrary to the implication of urgency, this was not a "final call," as the same offer
18 was presented again just seven days later.

19 93. On September 28, 2025, Babbel sent another email with the subject line: "👋 'Auf
20 wiedersehen,' \$199 Lifetime!"—which roughly translates to "goodbye"—demonstrating that the
21 offer had not actually ended on September 21, as previously claimed.

22 94. Babbel has tinted its other promotions with deception as well.

23 95. For example, Babbel periodically warns consumers that their time to benefit from
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1 a promotion is almost over. Then, within a short time, Babbel revives the same offer, thereby
2 demonstrating the falsity of its previous time scarcity claims.

3 96. An apt example of this deceptive practice occurred in late 2025.

4 97. As November came to an end, Babbel cautioned consumers that its Black Friday
5 promotion would follow suit. On November 22, 2025, Babbel sent an email titled: “Early Access
6 ends soon! Get up to 65% off Babbel.” The promotion offered consumers 65% off sitewide if they
7 “cashed in” before Black Friday.

8 98. On November 30, 2025, Babbel sent another email urging consumers to participate
9 in the sale. The email sent on that date included the headline: “For a few more hours, you can get
10 up 65% off[.]”

11 99. Even so, the defendant was not finished. Later that same day, Babbel followed up
12 with an email using the headline: “Last chance: Get up to 65% off Babbel now[.]”

13 100. Despite the clear warning communicated in the “last chance” subject line, Babbel
14 had applied a heavy gloss to the details of its promotion. In truth, consumers would have
15 considerably more time to obtain the advertised discounts.

16 101. On December 1, 2025, Babbel returned to consumers’ inboxes to announce a new
17 sale with an email titled: “Encore! Up to 65% off for Cyber Week.” However, the new promotion
18 simply recycled the same offer: 65% off sitewide.

19 102. The subject lines transmitted from November 22 to November 30 were intended to
20 mislead by asserting false time pressure on consumers. Recipients would have access to the same
21 terms the day after the promotion ended. In fact, the Cyber Monday sale itself would be extended,
22 as discussed above. In contradiction to the “last call,” “last chance,” and “few more hours,”
23 warnings deployed in Babbel’s subject lines, the sale would be available until at least December
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1 7, 2025.

2 103. In short, Babbel engages in an email marketing strategy whereby it creates a false
3 sense of urgency, misrepresents when sales end, and then arbitrarily extends those sales to further
4 pull in consumers with subject headings that are just not true.

5 104. These and other examples of Babbel commercial emails whose subject lines contain
6 false or misleading statements are attached to this Complaint as Exhibit A.

7 **C. Babbel Knows When It Sends Emails to Washington Residents.**

8 105. A sophisticated commercial enterprise, like Babbel, which is engaged in persistent
9 marketing through mass email campaigns across the United States, has several ways of knowing
10 where the recipients of its marketing emails are located. The means it employs are peculiarly with
11 its knowledge.

12 106. First, the sheer volume of Babbel email marketing put it on notice that Washington
13 residents would receive its emails. Since the beginning of 2024, Babbel has sent over 400
14 marketing emails, averaging close to one email per day.

15 107. Second, Babbel may obtain location information tied to email addresses when
16 consumers make purchases from Babbel through digital platforms, including Babbel website, or
17 otherwise self-report such information to Babbel.

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

21 109. Fourth, Babbel may obtain location information tied to email addresses through the
22 use of sophisticated marketing and analytics platforms. Specifically, to manage its email marketing
23 campaigns, Babbel appears to use SAP Emarsys, a “customer engagement platform...enabling
24

1 brands to deliver AI-powered personalized interactions across channels.”¹ SAP Emarsys will
2 supply this data by tracking and logging Babel customers’ user activity through tracking
3 technology, which detects when an email is opened and when any link within the email is clicked.²

4 110. Fifth, Babel may obtain location information tied to email addresses by purchasing
5 consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax, which sell
6 access to databases linking email addresses to physical locations, among other identifiers.

7 111. Sixth, Babel may obtain location information tied to email addresses by using
8 “identity resolution” services offered by companies such as LiveRamp, which can connect
9 consumers’ email addresses to their physical locations, among other identifiers.

10 112. Seventh, Babel may obtain information that the recipients of its marketing emails
11 are Washington residents because that information is available, upon request, from the registrant
12 of the Internet domain names contained in the recipients’ email addresses. *See*
13 RCW 19.190.020(2).

14 113. It is thus highly probable that a seller of Babel’s size and sophistication employs
15 not just one but several means of tying consumers’ email addresses to their physical locations, at
16 least at the state level.

17 **D. Babel Violated Plaintiff’s Right Under CEMA to be Free from Deceptive**
18 **Commercial Emails.**

19 114. Babel has bombarded Plaintiff with commercial emails whose subject lines
20 contain false or misleading statements in violation of her right to be free from such annoyance and
21 harassment under CEMA.

22 115. For example, Plaintiff received emails containing false or misleading subject lines

23 ¹ *SAP Emarsys + SAP*, SAP EMARSYS, <https://emarsys.com/emarsys-sap/> (last accessed Dec. 17, 2025).

24 ² *Email Automation Software That Delivers on Enterprise Ambition*, SAP EMARSYS, <https://emarsys.com/email-automation-software/> (last accessed Dec. 17, 2025).

1 sent by Babbel in January, February, July, and September 2025, as described above in Section B.

2 These messages were sent to Plaintiff’s personal Gmail address:

3 116. On January 12, 2025, at 11:10 a.m., Plaintiff received an email with the subject line
4 “Well Deborah, this is it. \$199 Lifetime ends tonight.”

5 117. On January 12, 2025, at 4:02 p.m., Plaintiff received an email with the subject line
6 “Hoşça kal, \$199 Lifetime!”

7 118. On February 17, 2025, at 5:04 p.m., Plaintiff received an email with the subject line
8 “Goodbye, \$199 Lifetime!”

9 119. On July 4, 2025, at 5:05 p.m., Plaintiff received an email with the subject line:
10 “Hoşça kal, \$199 Lifetime.”

11 120. On September 21, 2025, at 12:12 p.m., Plaintiff received an email with the subject
12 line: “📞 Final Call! Lifetime is yours for \$199.”

13 121. These emails contained false or misleading subject lines, in violation of CEMA,
14 that misrepresented the timing and availability of promotional offers, and therefore, fundamentally,
15 Babbel prices.

16 122. Put differently, these emails contained false or misleading statements of fact as to
17 the “duration or availability of a promotion.” *Brown*, 567 P.3d at 47.

18 **V. CLASS ACTION ALLEGATIONS**

19 123. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative
20 class (“Class”):

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

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

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

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

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

11 128. There are questions of law or fact common to the class, including without limitation
12 whether Defendant sent commercial emails containing false or misleading information in the
13 subject line; whether Defendant sent such emails to email addresses it knew or had to reason to
14 know were held by Washington residents; whether Defendant’s conduct violated CEMA; whether
15 Defendant’s violation of CEMA constituted a *per se* violation of the CPA; and whether Defendant
16 should be enjoined from such conduct.

17 129. Plaintiff’s claims are typical of the Class’s because, among other reasons, Plaintiff
18 and Class members share the same statutory rights under CEMA and the CPA, which Defendant
19 violated in the same way by the uniform false or misleading marketing messages it sent to all
20 putative members.

21 130. Plaintiff will fairly and adequately protect the Class’s interests because, among
22 other reasons, Plaintiff shares the Class’s interest in avoiding unlawful false or misleading
23 marketing; has no interest adverse to the Class; and has retained competent counsel extensively
24

1 experienced in consumer protection and class action litigation.

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

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

12 133. A class action is superior to other available methods for the fair and efficient
13 adjudication of the controversy because, among other reasons, the claims at issue may be too small
14 to justify individual litigation and management of this action on as a class presents no special
15 difficulties.

16 VI. CLAIMS TO RELIEF

17 First Claim to Relief

18 **Violation of the Commercial Electronic Mail Act, RCW 19.190.020**

19 134. Plaintiff incorporates and realleges paragraphs 1–122 above.

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

1 RCW 19.190.020(1)(b).

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

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

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

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

15 140. For Defendant’s violation of CEMA, Plaintiff is entitled to all available relief,
16 including an injunction against further violations.

17 **Second Claim to Relief**

18 **Violation of the Consumer Protection Act, RCW 19.86.020**

19 141. Plaintiff incorporates and realleges paragraphs 1–122 above.

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

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

24

25

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

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

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

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

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

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

18 150. For Defendant’s violation of the CPA, Plaintiff and putative Class members are
19 entitled to an injunction against further violations; the greater of Plaintiff’s actual damages or
20 liquidated damages of \$500 per violation, trebled; and costs of suit, including reasonable attorneys’
21 fees.

22 **VII. JURY DEMAND**

23 151. Plaintiff demands a jury trial on all issues so triable pursuant to Civil Rule 38.
24

VIII. PRAYER FOR RELIEF

Plaintiff asks that the Court:

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

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

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

D. Award Plaintiff’s cost of suit, including reasonable attorneys’ fees; and

E. Order such further relief the Court finds appropriate.

[Counsel signature block to follow on next page.]

1 Date: January 15, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

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17
18 *Attorneys for Plaintiff*

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