

FILED
1/5/2026
Timothy W Fitzgerald
Spokane County Clerk

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

MELINDA MOTT, on her own behalf and on behalf of others similarly situated,

Plaintiff,

vs.

BEIS, LLC,

Defendant.

Case No.: 26-2-00036-32

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Melinda Mott, 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 Beis, LLC, ("Beis") 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

1 19.190.020(1)(b).

2 3. Defendant Beis engages in the precise activity which CEMA prohibits.

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

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

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

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

16 **II. JURISDICTION AND VENUE**

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

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

20 **III. PARTIES**

21 10. Plaintiff Melinda Mott is a resident of Spokane County, Washington.

22 11. Defendant Beis, LLC, is a Delaware limited liability company with its principal
23 address at 222 North Pacific Coast Highway, Floor 10, El Segundo, CA 90245.

1 IV. FACTUAL ALLEGATIONS

2 A. CEMA protects Washington consumers from deceptive spam emails.

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

5 13. In 1998, the Legislature found that the “volume of commercial electronic mail” was
6 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,
7 § 1.

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

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

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

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

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

23 19. Consumers therefore routinely “consent” to receive flurries of commercial emails
24

1 which they did not meaningfully request and in which they have no genuine interest.

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

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

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

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

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

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

22 26. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,
23 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that
24
25

1 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*
2 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.
3 2025).

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

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

9 **B. The subject lines of Beis marketing emails make false time scarcity claims.**

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

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

20 31. “False or misleading scarcity claims can change the behaviour of consumers.”
21 *Online Choice Architecture*, *supra* para. 29, at 27.

22 32. Representations about the timing and duration of sales, discounts, and other special
23 offers are fundamentally representations about prices, and such representations matter to ordinary
24

1 consumers. See, e.g., Huiliang Zhao *et al.*, *Impact of Pricing and Product Information on*
2 *Consumer Buying Behavior with Consumer Satisfaction in a Mediating Role*, 12 *Frontiers in*
3 *Psychology* 720151 (2021), available at
4 <https://pmc.ncbi.nlm.nih.gov/articles/PMC8710754/pdf/fpsyg-12-720151.pdf/>.

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

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

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

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

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

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

20 39. These false time scarcity claims are a staple of the defendant’s email scheme to
21 compel consumers to purchase its products.

22 40. Beis is a retailer selling luggage and travel accessories. The company’s
23 merchandise is available through other vendors as well as on Beis’s website, beistravel.com.

1 41. To advertise its products and encourage purchases from beistravel.com, Beis sends
2 spam emails to consumers.

3 42. **Urgent Spam Emails.** Unfortunately for those recipients, Beis regularly titles its
4 emails with urgent subject headings that do not reflect the true availability of the advertised deal.
5 This strategy is demonstrated in the examples discussed below.

6 43. Beis has tailored its approach to fit a number of offers, including promotion
7 extensions. In these examples, Beis sends consumers emails to advertise an offer, promotion, or
8 sale. Then, it uses the subject lines of follow-up emails to present the promotional pricing as a
9 scarce or time-limited opportunity. This strategy commands consumers' attention and pressures
10 them to purchase from Beis's website. Finally, once the advertised "deadline" has passed, Beis
11 extends the promotion to a new end date.

12 44. This misleading marketing strategy allows Beis to maximize sales during both the
13 initial promotion, as well as the subsequent extension. While Beis may present these extensions as
14 though they are a favor to consumers, they are anything but. By deploying false time pressure with
15 surprise extensions, Beis compels consumers to purchase quickly while withholding terms that
16 consumers need so they can make informed buying decisions. A recent sitewide 30% off promotion
17 provides an apt example of the strategy at work.

18 45. First, Beis sends consumers an email advertising a new promotion. It did so on
19 November 29, 2025, in an email titled: "FREE SHIPPING + 30% off sitewide[.]" Text within the
20 message warned that items were "selling out fast."

21 46. For its next step, Beis uses the subject lines of its follow-up emails to assert false
22 time pressure on recipients. Such headlines urge consumers to purchase from Beis's website by
23 warning them that the offer is coming to an end.

1 47. Beis did so, regarding its 30% off sale, on November 30, 2025, in an email with the
2 subject line: “30% Off Sitewide Ends TONIGHT!” A flashing graphic within the email further
3 emphasized that it was the “LAST CALL” for recipients to participate in the promotion. While the
4 subject line and “LAST CALL” warning made quite clear that consumers were facing an
5 impending deadline, Beis used text within the message to layer on additional time pressure: “[t]he
6 biggest sale of the year ends tonight.”

7 48. One email cautioning consumers about the promotion’s end wasn’t enough for Beis.
8 Later in the same day, it ratcheted up the time pressure with a message titled: “Time’s (Almost)
9 Up[.]” Again the email was riddled with warnings. Large, bold text across the top of the message,
10 “TICK TOCK[.]” reminded recipients that time was running out. To further emphasize that the
11 opportunity was fleeting, Beis included a large clock graphic with “FINAL” and “HOURS”
12 flashing on the clockface. Text beneath the graphic further alerted consumers that, “It’s your last
13 chance to shop 30% off everything before the clock runs out. Don’t wait.”

14 49. Despite these multiple, unambiguous warnings, November 30, 2025, was not the
15 expiration date for the 30% off promotion.

16 50. In the final stage of its scheme, Beis replaces the advertised deadline with the real
17 deadline, purportedly extending the life of the promotion. For the 30% off sale, Beis announced
18 the “extension” on December 1, 2025, in an email titled: “Action required: Fraud alert[.]” Upon
19 opening the email, consumers were greeted with large text confirming that the promotion did not
20 end at the advertised time. It read: “SALE EXTENDED.”

21 51. So, one day after warning consumers that the sale was ending, Beis extended the
22 sale, thereby proving the falsity of the November 30, 2025, subject lines. Consumers in receipt of
23 the November 30 emails were not at risk of missing the discount because Beis did not end the
24

1 promotion on November 30, as advertised. The false conclusion of the 30% off promotion was
2 simply a marketing strategy meant to compel consumers to purchase items from the defendant's
3 website.

4 52. However, the December 1, 2025, subject line ("Action required: Fraud alert") is
5 itself an independent, deceptive communication. Upon information and belief, hundreds of
6 thousands of consumers are impacted by data breaches every year. Beis plays on that real-life
7 insecurity by using a title which intentionally begs recipients to infer that their financial security
8 has been compromised. Additionally, when language referencing a unlawful activity like "fraud"
9 appears in the warning, consumers are increasingly likely to investigate the contents of the
10 message.

11 53. The real fraudulent actor is revealed once consumers open the message. Text within
12 the December 1 email boldly states, "The fraud is us... sale now extended."

13 54. Fraud indeed. The email confirmed that the November 30 subject lines were
14 misleading. But, perhaps more nefariously, its subject line leveraged a very real consumer threat
15 to compel recipients to open the message. Instead of a legitimate security concern requiring their
16 attention, consumers who opened the message were met with a Beis advertisement featuring
17 scrolling luggage and inviting them to "SHOP SALE." While undoubtedly effective, the scheme
18 manipulated a very real and contemporary consumer concern.

19 55. Beis continued its deceit with a Cyber Monday promotion.

20 56. On December 1, 2025, it sent an email with the subject line: "Cyber Monday is
21 here[.]" The promotion again offered 30% off sitewide.

22 57. Later in the day, Beis pelted consumers' inboxes with a message warning that the
23 sale was nearing its end. The email was titled: "Final Hours on 30% Off[.]" The text within the
24

1 email clearly advised, “Our biggest sale of the year ends at midnight” and cautioned consumers
2 that there was “just a few hours left” to participate in the promotion.

3 58. That evening, Beis followed up with another email alerting consumers that the sale
4 was ending. The subject line stated: “Cyber Monday is closing[.]” Again, the email’s text cautioned
5 that the sale would end in “just a few hours.”

6 59. Again, the deadline communicated in both emails was false.

7 60. Confirmation that the advertised expiration date was false arrived in consumers’
8 inboxes on December 2, 2025. A message sent on that date bore the title: “ONE MORE DAY.
9 That’s it.” The body of the email advised that the 30% sale was not yet over.

10 61. Thus, both December 1, 2025, subject lines concerning the Cyber Monday sale
11 were false. The sale did not end as the emails warned.

12 62. By filling consumer inboxes with such misinformation, Beis ensures that email
13 recipients lack the accurate details needed to make educated buying decisions.

14 63. As these promotions demonstrate, Beis employs a strategy where it pressures
15 consumers to purchase products from its website by falsely representing the limited availability of
16 its offers; offers that are repackaged, repeated, and redeployed.

17 64. These and other examples of the commercial emails that Beis has sent consumers
18 containing subject lines with false or misleading statements are attached to this Class Action
19 Complaint as Exhibit A.

20 **C. Beis knows when it sends emails to Washington residents.**

21 65. A sophisticated commercial enterprise, like Beis, which is engaged in persistent
22 marketing through mass email campaigns across the United States, has several ways of knowing
23 where the recipients of its marketing emails are located. The means it employs are peculiarly within
24

1 its knowledge.

2 66. First, the sheer volume of email marketing that Beis engages in put it on notice that
3 Washington residents would receive its emails.

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

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

10 69. Specifically, Beis likely uses Klaviyo to manage its email marketing campaigns.
11 This platform informs Beis where the recipients of its marketing emails are located using IP
12 geolocation and other data extracted from recipients' interactions with Beis, which Klaviyo tracks
13 in detail.¹ Thus, this platform should allow Beis to access a list of every email address that was
14 sent a marketing email. It should also allow Beis to determine who viewed the emails and who
15 clicked on any links within them.

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

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

21
22
23 ¹ See "Understanding when and how Klaviyo sets a profile's location," Klaviyo (July 7, 2025) (describing "how a
24 profile's location and timezone information are set and updated"), <https://help.klaviyo.com/hc/en-us/articles/115005073907/>; "Understanding profiles in Klaviyo," Klaviyo (Aug. 5, 2025) ("Each individual profile features an activity log to capture a timeline of their interactions with your business," including receiving emails, opening emails, and clicking links within emails.), <https://help.klaviyo.com/hc/en-us/articles/115005247088/>.

1 72. Fifth, Beis 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 73. Sixth, Beis 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 74. It is thus highly probable that a seller with the size and sophistication of Beis
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. Beis violated Plaintiff’s right under CEMA to be free from deceptive**
11 **commercial emails.**

12 75. Beis 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 76. Plaintiff received a number of the email promotions described above in Section B,
16 including:

- 17 a. The November 30, 2025, email titled: “Time’s (Almost) Up[.]”
- 18 b. The November 30, 2025, email titled: “30% off Sitewide Ends TONIGHT!”
- 19 c. The December 1, 2025, email titled: “Action required: Fraud alert.”
- 20 d. The December 1, 2025, email titled: “Cyber Monday is closing[.]”

21 77. These emails were false or misleading in violation of CEMA, for misrepresenting
22 the timing of the deals and as further described herein.

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

V. CLASS ALLEGATIONS

79. Plaintiff brings 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.

80. 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.

81. 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.

82. 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.

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

84. 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.

85. Plaintiff's claims are typical of the Class's because, among other reasons, Plaintiff and Class members share the same statutory rights under CEMA and the CPA, which Defendant

1 violated in the same way by the uniform false or misleading marketing messages it sent to all
2 putative members.

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

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

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

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

VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

90. Plaintiff incorporates and realleges paragraphs 1–78 above.

91. 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).

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

93. 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).

94. 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).

95. 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).

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

1 including an injunction against further violations.

2 **Second Claim to Relief**

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

4 97. Plaintiff incorporates and realleges paragraphs 1–78 above.

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

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

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

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

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

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

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

23 105. Defendant initiated the transmission, conspired with another to initiate the
24

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).

3 106. 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**

7 107. Plaintiff will demand a jury trial by separate document in accordance with Local
8 Civil Rule 38(a)(1).

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.

19 *[Counsel signature block to follow on next page.]*

1 DATE: January 5, 2026

Respectfully submitted,

2 */s/ Samuel J. Strauss*

3 Samuel J. Strauss, WSBA No. #46971

4 Raina C. Borrelli*

STRAUSS BORRELLI PLLC

980 N. Michigan Avenue, Suite 1610

Chicago, IL 60611

5 Tel.: (872) 263-1100

6 sam@straussborrelli.com

raina@straussborrelli.com

7 Lynn A. Toops*

8 Natalie A. Lyons*

Ian R. Bensberg*

COHENMALAD, LLP

One Indiana Square, Suite 1400

Indianapolis, IN 46204

10 Tel.: (317) 636-6481

ltoops@cohenmalad.com

11 nylons@cohenmalad.com

ibensberg@cohenmalad.com

12 Gerard J. Stranch, IV*

13 Michael C. Tackeff*

Andrew K. Murray*

STRANCH, JENNINGS &

GARVEY, PLLC

223 Rosa L. Parks Avenue, Suite 200

Nashville, TN 37203

16 Tel.: (615) 254-8801

gstranch@stranchlaw.com

17 mtackeff@stranchlaw.com

18 amurray@stranchlaw.com

19 *Attorneys for Plaintiff*

20
21 * Applications for admission *pro hac*
22 *vice* forthcoming