

1 PACIFIC TRIAL ATTORNEYS  
A Professional Corporation  
2 Scott J. Ferrell, Bar No. 202091  
sferrell@pacifictrialattorneys.com  
3 Victoria C. Knowles, Bar No. 277231  
vknowles@pacifictrialattorneys.com  
4 4100 Newport Place Drive, Ste. 800  
Newport Beach, CA 92660  
5 Tel: (949) 706-6464  
Fax: (949) 706-6469

6 Attorneys for Plaintiffs and the Proposed Class  
7

8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10  
11 SONYA VALENZUELA and TOMMY  
PURSCHELLEY, individually and on behalf  
12 of all others similarly situated,

13 Plaintiffs,

14 v.

15 3 DAY BLINDS LLC, a Delaware entity,

16 Defendant.  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. '26CV0973 H SBC

**CLASS ACTION COMPLAINT FOR  
VIOLATION OF B&P CODE  
SECTION 17529.5 (UNLAWFUL  
SPAMMING)**

1 I. NATURE OF ACTION

2 1. Defendant 3 Day Blinds LLC is a prolific spammer. It markets window  
3 treatment products and related services through large-scale, unlawful email campaigns  
4 that embody every abusive practice that California law prohibits: falsified and misleading  
5 header information; nonexistent sending addresses; spoofed domain names; obfuscated  
6 routing data; Rapidly rotated sending domains and IP addresses to avoid blacklisting;  
7 boilerplate footer language that does not accurately identify the sender; mass transmission  
8 practices that demonstrate indiscriminate blasting; and misleading subject lines. It does  
9 so to bypass spam filters, confuse consumers, and increasing open rates.

10 2. These practices hallmarks of sophisticated spam operations designed to  
11 maximize penetration into consumer inboxes while minimizing traceability and  
12 accountability. Defendant’s conduct reflects a calculated strategy: conceal its identity,  
13 evade filtering safeguards, and induce unwary recipients to engage with advertising they  
14 did not request and would not otherwise open.

15 3. Fortunately, California’s robust Anti-Spam Law imposes both strict liability  
16 and liquidated damages on companies like 3 Day Blinds that benefit from deceptive  
17 unsolicited commercial e-mail advertisements (i.e., “spam”). It dispenses with the  
18 requirement of proving actual damages, intent, or scienter, and forces companies to  
19 actively monitor their e-mail promotions by imposing exceptionally broad liability.<sup>1</sup>

20  
21  
22  
23  
24 <sup>1</sup> See *Hypertouch, Inc. v. ValueClick, Inc.*, 192 Cal. App. 4th 805, 829-30 (Cal. Ct. App.  
25 2d Dist. 2011) (Section 17529.5 “impos[es] strict liability on advertisers who benefit from  
26 (and are the ultimate cause of) deceptive e-mails”); *Id.* at 822 (Section 17529.5 “does not  
27 require the plaintiff to prove that it relied on the deceptive commercial e-mail message or  
28 that it incurred damages as a result of the deceptive message”); *Id.* at 821 (“Section  
17529.5 ... does not include any ‘scienter’ or intent requirement”); *Id.* at 820 (“[S]ection  
17529.5 does not require the plaintiff to show that the defendant actually made a false or  
deceptive statement.... [B]y its plain terms, the statute is not limited to entities that  
actually send or initiate a deceptive commercial e-mail, but applies more broadly to any  
entity that advertises in those e-mails.”)

1 **II. JURISDICTION AND VENUE**

2 4. Each named Plaintiff is a resident of California who received spam e-mail  
3 from Defendant. The class consists of residents of all fifty U.S. states who have received  
4 unwanted spam from Defendant.

5 5. Defendant is a limited liability corporation with its principal place of  
6 business in California.

7 6. This Court has subject matter jurisdiction of this action pursuant to the Class  
8 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d)(2), because: (i) there are  
9 100 or more class members, (ii) there is an aggregate amount in controversy exceeding  
10 \$5,000,000, exclusive of interest and costs, and (iii) there is at least minimal diversity  
11 because at least one Plaintiff and Defendant are citizens of different states.

12 **III. FACTUAL ALLEGATIONS**

13 7. Plaintiff Valenzuela is a California resident and owner of the e-mail address  
14 [sonya.valenzuela@aol.com](mailto:sonya.valenzuela@aol.com). She has received countless spam from Defendant. As just  
15 one example, on January 15 2026, she received a spam e-mail promoting Defendant’s  
16 products from the address “[nore@bagnore.com](mailto:nore@bagnore.com).” The Subject line of the spam stated  
17 “Act Now: BOGO 50% Off Window Treatments.”

18 8. Plaintiff Purscelley is a California resident and citizen and is the owner of  
19 the e-mail address [tommyp2019@yahoo.com](mailto:tommyp2019@yahoo.com). Defendant spams him relentlessly. As  
20 just one example, on January 6 2026, he received a spam e-mail promoting Defendant’s  
21 products from the address “WjllingtonIronhjprtihj@iltyplrebakingcompany.com.” The  
22 subject line of the e-mail stated “Save Big: Buy 1 Get 1 50%Off Blinds!”  
23 (Unicode text and odd spacing included in original spam e-mail to evade spam filter).

24 9. Each of the previously-identified spam e-mails were sent from “spoofed” e-  
25 mail address to conceal the identity of the true sender. Indeed, after receiving the e-mails,  
26 each Plaintiff searched the publicly available WHOIS database to identify the sender  
27 associated with the domain used in the various “From” fields – and none of the plaintiffs  
28

1 were able to do so because none of the sending domains were registered to, publicly  
2 associated with, or traceable to Defendant through WHOIS or any other public registry.

3 10. The subject lines of the spam e-mails both promised substantial discounts  
4 on window treatments. This is misleading because the promotion was not a limited-time  
5 or genuine price reduction, but rather an evergreen, continuously available pricing  
6 structure that reflects Defendant’s ordinary course of business. The subject lines  
7 conveyed to a reasonable consumer that: (1) A temporary promotional event is occurring;  
8 (2) the discount represents a meaningful departure from Defendant’s regular pricing; and  
9 (3) the consumer is receiving a time-sensitive bargain not otherwise available. In reality,  
10 Defendant perpetually advertises the same “buy one, get one 50% off” structure as its  
11 standard pricing model, such that the phrase does not describe a discount from a bona  
12 fide regular price; instead, it functions as a pricing formula dressed up as a promotion.

13 11. California law is clear that a represented “sale” or “discount” must be  
14 measured against a legitimate former price at which the product was actually offered for  
15 a reasonable period of time. An ongoing, indefinite offer cannot truthfully be described  
16 as a limited promotional reduction. When a business continuously markets products under  
17 the same “discount” structure, the so-called promotion becomes the baseline price. In  
18 that context, the subject lines are misleading because they (1) imply urgency where none  
19 exists; (2) suggest a temporary markdown when the price is effectively permanent; (3)  
20 create the false impression of savings compared to a bona fide regular price; and (4)  
21 induce consumers to open email under the belief they are accessing a special, time-limited  
22 opportunity.

23 12. The misrepresentations in the subject lines were material because each  
24 plaintiff was actually deceived into opening spam that they would have otherwise deleted  
25 and searching for an illusory discount that did not exist.

26 13. An analysis of the code of each spam e-mail also revealed both hidden text  
27 and Unicode manipulation. Spammers use these tactics because most spam filters rely—  
28 at least in part—on pattern recognition, keyword matching, and reputation scoring tied to

1 specific strings. By inserting zero-width Unicode characters, homoglyphs (look-alike  
2 characters from different alphabets), or invisible padding into subject lines and sender  
3 names, spammers create text that looks normal to a human reader but is technically a  
4 different character sequence to filtering software. This defeats exact-match detection  
5 rules, blacklist signatures, and heuristic models trained on known spam phrases.  
6 Similarly, hidden HTML elements (e.g., display:none, zero-font text, off-screen  
7 positioning) can be used to manipulate content analysis engines—either by diluting  
8 keyword density, inserting “benign” words to skew scoring, or embedding tracking  
9 artifacts—without altering what the recipient sees. The goal was simple: preserve the  
10 visual marketing message while subtly altering the machine-readable structure so  
11 automated defenses fail to recognize the messages as spam.

12 14. Each of the preceding Plaintiff’s e-mail addresses are “California e-mail  
13 addresses” because Plaintiffs ordinarily access the e-mail addresses from a computers in  
14 California. *See* Bus. & Prof. Code § 17529.1(b).

15 15. The spams identified above are “Unsolicited Commercial e-mail  
16 advertisements” because plaintiffs had no pre-existing relationship with Defendant and  
17 because the e-mails were initiated for the purpose of advertising or promoting the lease,  
18 sale, rental, gift offer, or other disposition of any property, goods, services, or extension  
19 of credit. *See* Bus. & Prof. Code § 17529.1(c).

20 16. None of the Plaintiffs ever gave “direct consent” to receive commercial e-  
21 mail advertisements from Defendant or its marketing agents. Indeed, “direct consent”  
22 under the statute requires a unique level of specificity and clarity that must be informed,  
23 knowing, and explicit — meaning that consumers must be told clearly that they are  
24 agreeing to receive advertising emails from a particular sender, and for what purpose, at  
25 the time they provide their email address.

26 17. The above spams all violate Bus. & Prof. Code § 17529.5 in three separate  
27 and distinct ways:  
28

1 a. **Unauthorized Use of a Domain Name in Violation of Section**  
2 **17529.5(a)(1).** A domain name is the unique Internet address used to  
3 identify the origin of an email transmission. It functions as a digital signature  
4 and is intended to enable recipients to verify the sender’s identity. Each of  
5 the emails described above violates Business and Professions Code §  
6 17529.5(a)(1) because they advertise Defendant’s products using domain  
7 names that were neither owned by, registered to, nor authorized by  
8 Defendant, thereby misrepresenting the identity of the sender. In each  
9 instance, Defendant advertised in commercial emails that used third-party or  
10 fabricated domain names without authorization, thereby disguising the true  
11 sender and frustrating recipients’ ability to identify who was actually behind  
12 the message. This practice constitutes the unauthorized use of domain names  
13 and the misrepresentation of sender information prohibited by §  
14 17529.5(a)(1), regardless of whether Defendant’s brand name appears  
15 elsewhere in the email content.

16 b. **Misrepresented Header Information In Violation of Section**  
17 **17529.5(a)(2).** An email header is the portion of an electronic mail message  
18 that contains the routing, addressing, and technical information necessary  
19 for the message to be transmitted and delivered across the internet. Unlike  
20 the visible body of an email, the header records the path the message takes  
21 from the sender to the recipient and includes fields such as the “From,” “To,”  
22 “Date,” “Subject,” and the originating Internet Protocol (IP) address. The  
23 header serves as the digital equivalent of a postmark and return address on a  
24 physical letter—it discloses who sent the message, the servers through which  
25 it traveled, and how it reached the recipient’s inbox. Each of the emails  
26 described above contains misrepresented header information in violation of  
27 Business and Professions Code § 17529.5(a)(2) because the “From”  
28 addresses and associated domains falsely identify or obscure the true sender

1 of the message, preventing recipients from determining who actually sent  
2 the email. In each case, the header information is misrepresented because it  
3 does not accurately or truthfully identify the person or entity who initiated  
4 and benefited from the email, which is precisely the deceptive practice §  
5 17529.5(a)(2) was enacted to prohibit.

6 c. **Deceptive Subject Line and Contents in Violation of Section**  
7 **17529.5(a)(3).** This section prohibits deceptive subject lines and imposes  
8 an affirmative duty of accuracy in the material facts contained in the content  
9 of commercial e-mail. Each of the emails described above also violates  
10 Business and Professions Code § 17529.5(a)(3) because the subject lines are  
11 likely to mislead a reasonable recipient about the nature and substance of the  
12 message, falsely implying eligibility, exclusivity, or genuine discounts that  
13 do not exist.

14 18. Under Business & Professions Code §17529.5(b)(1)(B)(ii), each unlawful  
15 email constitutes a separate “incident” for purposes of statutory damages. The statute is  
16 structured to treat every deceptive or misleading email as an independent violation  
17 because each transmission represents a distinct act of deception and a separate invasion  
18 of the recipient’s privacy and inbox. The Legislature expressly adopted this “per email”  
19 approach to deter mass spamming campaigns, recognizing that spam’s harm multiplies  
20 with each delivery, regardless of whether the content is identical.

21 19. Although a plaintiff need not plead or prove actual damages to bring a claim  
22 under the statute, each Plaintiff has in fact suffered concrete, particularized harm as a  
23 result of Defendant’s conduct. Each Plaintiff spent valuable time and attention  
24 identifying, reading, and deleting the deceptive email; spent time searching for an illusory  
25 discount that did not exist; incurred opportunity costs and lost productivity; and suffered  
26 depletion of device and network resources, including storage space, bandwidth usage on  
27 a metered data plan, and battery life.

1 20. The unauthorized domain name, misleading headers and subject lines also  
2 invaded Plaintiffs’ privacy and disrupted the ordinary use and enjoyment of Plaintiffs’  
3 email accounts, diminishing their value as a communication tool and necessitating  
4 additional filtering and security precautions. These injuries were directly caused by  
5 Defendant’s unlawful emails and are redressable by statutory and injunctive relief.

6 21. Defendant has not established and implemented, with due care, practices and  
7 procedures reasonably designed to effectively prevent unsolicited commercial e-mail  
8 advertisements. In fact, Defendant actively defies California law, as shown by the fact  
9 that Defendant continues to spam Plaintiffs and other California residents despite the  
10 existence of this lawsuit.

11 **IV. CLASS ACTION ALLEGATIONS**

12 22. Plaintiffs bring this action on behalf of all persons similarly situated and seek  
13 certification of the following class:

14 All persons in the United States who have accessed their e-mail while in California  
15 who have received any commercial e-mail from Defendant where such email(s)  
16 contained: (1) a falsified, misrepresented, or forged domain name; (2) falsified,  
17 misrepresented, or forged header information; or (3) false or misleading subject  
18 line or contents in violation of California Business and Professions Code §  
19 17529.5, within the four years preceding the filing of this action.

20 23. The above-described class of persons shall hereafter be referred to as the  
21 “Class.” Excluded from the Class are any and all past or present officers, directors, or  
22 employees of Defendant, any judge who presides over this action, and any partner or  
23 employee of Class Counsel. Plaintiffs reserve the right to expand, limit, modify, or  
24 amend this class definition, including the addition of one or more subclasses, in  
25 connection with a motion for class certification, or at any other time, based upon, inter  
26 alia, changing circumstances and/or new facts obtained during discovery.

27 24. **Numerosity.** The Class is so numerous that joinder of all members in one  
28 action is impracticable. The exact number and identities of the members of the Class is

1 unknown to Plaintiffs at this time and can only be ascertained through appropriate  
2 discovery, but Plaintiffs are informed and believes, and thereon, alleges that there are at  
3 least 10,000 members of the Class.

4       **25. Typicality.** Plaintiffs’ claims are typical of those of other members of the  
5 Class, all of whom have suffered similar harm due to Defendant’s course of conduct as  
6 described in this Complaint.

7       **26. Adequacy of Representation.** Plaintiffs are adequate representatives of the  
8 Class and will fairly and adequately protect the interests of the Class. Plaintiffs have  
9 retained attorneys who are experienced in the handling of complex litigation and class  
10 actions, and intend to prosecute this action vigorously.

11       **27. Predominance of Common Questions of Law or Fact.** Common  
12 questions of law and fact exist as to all members of the Class that predominate over any  
13 questions affecting only individual members of the Class. These common legal and  
14 factual questions, which do not vary among members of the Class, and which may be  
15 determined without reference to the individual circumstances of any member of the Class,  
16 include, but are not limited to, the following:

- 17           a. Whether Defendant sent unsolicited commercial e-mail to Class members;
- 18           b. Whether the e-mails were sent in violation of Business and Professions Code  
19           Section 17529.5.

20       **28. Superiority.** A class action is superior to other available methods for the  
21 fair and efficient adjudication of this controversy because individual litigation of the  
22 claims of all members of the Class is impracticable.

23       **29. Ascertainability.** Defendant keeps computerized records of its sales and  
24 customers through, among other things, databases storing customer orders, customer  
25 order histories, customer profiles, customer loyalty programs, and general marketing  
26 programs. Defendant has one or more databases through which a significant majority of  
27 members of the Class may be identified and ascertained, and they maintain contact  
28 information, including email addresses.

1 **V. CAUSE OF ACTION**

2 **Violation of Cal. Business & Professions Code § 17529.5**

3 30. Each plaintiff received the above unsolicited commercial e-mail at a  
4 California e-mail address within one year prior to filing the Complaint at a California e-  
5 mail address.

6 31. As shown above, each of the spam violated one or more provisions of  
7 Section 17529.5.

8 32. Defendant is strictly liable for violation of Section 17529.5 for sending each  
9 spam and is liable in the amount of \$1,000 per spam per class member.

10 33. Defendant has not established and implemented, with due care, practices and  
11 procedures reasonably designed to effectively prevent unsolicited commercial e-mail  
12 advertisements that are in violation of Section 17529.5 that would justify a reduction in  
13 liquidated damages.

14 34. Plaintiffs and every Class member who received any violative e-mail are  
15 entitled to \$1,000 in liquidated damages per e-mail from Defendant (Cal. Bus. & Prof.  
16 Code § 17529.5(b)(1)(B)(ii)), and to recover reasonable attorney's fees and costs (Cal.  
17 Bus. & Prof. Code § 17529.5(b)(1)(C)).

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs seeks judgment against Defendant as follows:

- 20 a. For an order certifying that the action be maintained as a class action, that  
21 Plaintiffs be designated as class representatives, and that undersigned counsel be  
22 designated as class counsel;
- 23 b. For all available declaratory, legal, and equitable relief including injunctive  
24 relief;
- 25 c. For statutory damages of \$1,000 per violative e-mail;
- 26 d. For punitive damages;
- 27 e. For attorneys' fees and costs as allowed by law; and
- 28 f. For any and all other relief at law or equity that may be appropriate.

1 Dated: February 14, 2026

PACIFIC TRIAL ATTORNEYS, APC

2  
3 By: /s/ Scott J. Ferrell  
4 Scott J. Ferrell  
5 Attorneys for Plaintiff and the Proposed Class  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
SONYA VALENZUELA and TOMMY PURSCELLEY, individually and on behalf
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)
Pacific Trial Attorneys, APC, 4100 Newport Place Dr., Suite 800, Newport Beach, CA 92660; 949-706-6464

DEFENDANTS
3 DAY BLINDS LLC, a Delaware entity,
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
'26CV0973 H SBC

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State [X] 1 [ ] 1
Citizen of Another State [ ] 2 [ ] 2
Citizen or Subject of a Foreign Country [ ] 3 [ ] 3
Incorporated or Principal Place of Business In This State [ ] 4 [ ] 4
Incorporated and Principal Place of Business In Another State [ ] 5 [X] 5
Foreign Nation [ ] 6 [ ] 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Property Damage, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)
[X] 1 Original Proceeding
[ ] 2 Removed from State Court
[ ] 3 Remanded from Appellate Court
[ ] 4 Reinstated or Reopened
[ ] 5 Transferred from Another District (specify)
[ ] 6 Multidistrict Litigation - Transfer
[ ] 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d)(2)
Brief description of cause:
This complaint states causes of action for violation of Business & Professions Code 17529.5 (Unlawful Spamming)

VII. REQUESTED IN COMPLAINT:
[X] CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint:
JURY DEMAND: [ ] Yes [X] No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE DOCKET NUMBER

DATE February 15, 2026 SIGNATURE OF ATTORNEY OF RECORD /s/ Scott J. Ferrell

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE