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SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

LINDSAY ZERFAS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE BOUQS OPCO, LLC,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

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1 **I. Introduction.**

2 1. Deceptive emails plague consumers’ inboxes. The Washington legislature, concerned
3 with deception in emails, enacted the Washington Commercial Electronic Mail Act (“CEMA”), RCW
4 19.190, which, among other things, prohibits any person from sending a commercial email with a false
5 or misleading subject line. RCW 19.190.020.

6 2. For marketing emails that advertise sales or product discounts, CEMA prohibits subject
7 lines that misrepresent when a purported sale ends and the size of the true discount. *Brown v. Old Navy*
8 *LLC*, 4 Wn.3d 580 (Wash. 2025).

9 3. Defendant The Bouqs OpCo, LLC, formerly known as The Bouqs Company, (“Bouqs”)
10 is a flower retailer that markets and delivers flowers, plants, and other items (“Products”) to consumers.

11 4. Defendant sends commercial emails to Washington residents on its mailing list. These
12 emails frequently contain subject lines that advertise time-limited promotions or discounts on Bouqs
13 Products. For example, “LAST CHANCE: 25% OFF ENDS TONIGHT,” “Final hours to upgrade
14 your Bouq—on us ✦*, ” and “FINAL HOURS for savings! ☹.” But the sales do not really end when the
15 emails say they will. And the true discounts are not what the emails claim.

16 5. These deceptive emails are material to consumers. They drive sales and profits by
17 creating a false sense of urgency to purchase before the sale ends and a false sense of value based on a
18 misleading discount.

19 6. Plaintiff is a Washington resident who received Bouqs’s deceptive emails. Plaintiff brings
20 this case for herself and other Washington consumers who received Defendant’s deceptive emails.

21 **II. Parties.**

22 7. Plaintiff Lindsay Zerfas is domiciled in Everett, Washington.

23 8. The proposed Class includes citizens of Washington.

24 9. Defendant The Bouqs OpCo, LLC, is a Delaware entity with its principal place of
25 business at 475 Washington Blvd., Marina Del Rey, CA 90292.

1 **III. Jurisdiction and Venue.**

2 10. This Court has subject matter jurisdiction under the Washington State Constitution,
3 which sets forth the jurisdiction of Washington Superior Courts. This Court also has subject matter
4 jurisdiction under the Consumer Protection Act (“CPA”), RCW 19.86.090, and the Commercial
5 Electronic Mail Act (“CEMA”), RCW 19.190.090, which give Washington Superior Courts jurisdiction
6 over claims brought under the CPA and CEMA.

7 11. This Court has personal jurisdiction over Bouqs under RCW 4.28.185. Bouqs transacts
8 business in Washington and the claims giving rise to this action arise from Defendant’s transaction of
9 business in this state and also Defendant’s purposeful transmission of electronic mail messages to
10 Washington residents. This Court also has personal jurisdiction over Bouqs under RCW 19.86.160
11 because Bouqs has engaged in conduct in violation of the CPA that has had an impact in Washington.

12 12. Venue is proper in King County Superior Court because Bouqs resides here for
13 purposes of venue. RCW 4.12.025. At all relevant times, Bouqs has transacted business in King County,
14 including by selling Products to customers living in King County, advertising Products specific to King
15 County, and by sending electronic mail messages to residents of King County.

16 **IV. Facts.**

17 **A. Defendant sends emails with false and misleading subject lines advertising supposed**
18 **discounts on Bouqs Products.**

19 13. Bouqs markets and sells Bouqs Products.

20 14. Bouqs regularly advertises Bouqs Products through marketing emails sent to recipients
21 on its mailing list (including Washington consumers). In those email advertisements, Defendant
22 advertises purported discounts on those Products.

23 15. Bouqs’s marketing emails have subject lines that are false and misleading in multiple
24 ways.

25 16. Deceptive time limits. Bouq’s subject lines often convey that the advertised discounts are
26 limited duration and/or will end imminently (e.g. “FINAL HOURS,” “LAST CALL!,” or “Last
27 chance”). To reasonable consumers, these statements convey that the discounts are only available for a

1 short period, and that if they don't buy during that short period, they will no longer have the
 2 opportunity to get the discount and will have to pay the full non-discounted price to obtain the same
 3 Products later. This drives sales by motivating consumers to buy before the sale ends. But the
 4 opportunity to get a discount does not actually end when the periods advertised in the emails end.
 5 Instead, Bouqs regularly extends the sales after the false deadline has expired, or—within days—replaces
 6 the sale that ends with a materially similar (or even better) sale. This allows Bouqs to profit from a false
 7 sense of urgency.

8 17. Deceptive discounts. Bouqs's email subject lines also frequently specify a percentage or
 9 dollar off discount (e.g., "25% OFF" or "\$20 off") that consumers can obtain by buying during the
 10 supposedly time-limited sale. To reasonable consumers, these statements convey that, by buying during
 11 the sale, they will obtain the specified percentage or dollar amount off Defendant's regular prices, the
 12 ones at which the Products usually retail. But in truth, Defendant offers substantial discounts so
 13 frequently that the list prices Defendant advertises are not the prices at which the Products usually retail.
 14 Instead, due to Defendant's frequent discounting, the Products usually retail for substantially less than
 15 their published list price. This allows Defendant to profit from a false sense of value (consumers' false
 16 belief that the Products they are buying are worth more than they truly are).

17 **Deceptive Time Limits**

18 18. Bouqs regularly sends commercial emails to its customers advertising supposedly limited-
 19 duration sales. The email subject lines state that the sales "end[] tonight," are available "today only," that
 20 it is the "last chance" to obtain the advertised discounts, and so forth. To reasonable consumers, these
 21 subject lines convey that if the consumer does not buy during the specified period, the opportunity to
 22 obtain a discount will disappear and the consumer will have to pay Defendant's list price. Examples of
 23 such emails are set forth in the table below.

Date	Email Subject Line	Advertised Sale
4/2/2025	Last call for \$20 off! ⚡	\$20 off
4/7/2025	YOU get 20% off today!	20% off
4/16/2025	🕒 Tick tock...25% off is almost gone	25% off
4/22/2025	PSSST...20% OFF ENDS TONIGHT!	20% off

Date	Email Subject Line	Advertised Sale
4/24/2025	Hurry, 25% off ends SOON !!	25% off
4/25/2025	25% off ACTUALLY ends tonight	25% off
4/27/2025	FINAL HOURS FOR \$15 OFF FLOWERS!	\$15 off
5/4/2025	\$20 OFF ENDS TONIGHT!	\$20 off
5/8/2025	30% off ends TONIGHT!	30% off
5/21/2025	⌘FINAL HOURS: 25% off!	25% off
5/22/2025	25% off is almost gone...	25% off
5/31/2025	🌻ENDS TONIGHT: 25% off summer flowers!	25% off
6/6/2025	20% off Peony Week ends TONIGHT!!	20% off peonies and more
6/6/2025	ENDS TONIGHT: 20% off for Super Bloom Week	20% off peonies and more
6/11/2025	30% off ends TONIGHT!	30% off
7/1/2025	25% off ends tonight! 🌸 Happy July!	25% off
7/9/2025	📣25% off ends TONIGHT	25% off
7/9/2025	25% off summer blooms is ending!	25% off
7/11/2025	SURPRISE! 25% off for one more day!	25% off
7/16/2025	Today only: 30% OFF!!	30% off
7/29/2025	20% OFF DISAPPEARS SOON!	20% off
8/1/2025	🌸30% off ends TONIGHT 🌸	30% off
8/1/2025	FRI-YAY! 30% OFF—TODAY ONLY!	30% off
8/4/2025	🛒 Your cart is 25% off—two days only!	25% off
8/5/2025	🕒 LAST CHANCE for 25% off!	25% off
8/5/2025	Psst...25% off ends TONIGHT 😊	25% off
8/22/2025	📞 Last call for 30% OFF!	30% off
8/27/2025	🌻20% OFF ENDS TONIGHT!	20% off
9/10/2025	FINAL CALL: 25% OFF!	25% off
9/17/2025	Final hours for 25% savings	25% off
9/17/2025	Last chance — 25% off ends tonight	25% off
10/8/2025	👻 Final hours: 30% off spooky stems + more	30% off
10/8/2025	Spooky Season Sale: 30% off (today only!) 😊	30% off
10/15/2025	Final hours to shop 25% off!	25% off
10/15/2025	Heads up—25% off ends today! ⌘	25% off
11/4/2025	\$20 off birthdays (and more) ends at midnight	\$20 off
11/12/2025	Time's up! 25% off ends at midnight	25% off

19. The subject lines of the emails above—and of other commercial emails Defendant sent to Washington consumers stating that Defendant's sales end tonight, are available today only, and so forth—are false and misleading. These subject lines convey that unless consumers buy during the limited, advertised window, the opportunity to receive a discount will disappear and the consumer will have to pay full price for Defendant's Products. In truth, the opportunity to receive a discount would

1 remain available indefinitely: Defendant's sales are regularly extended or—within days—replaced by
 2 materially similar sales entitling consumers to receive materially similar discounts to the ones that were
 3 supposedly “ending tonight”. This pattern is no accident: Bouqs puts in the misleading time limits,
 4 knowing that the sale will not really end when the email says or will quickly be replaced by a materially
 5 similar one, because these misleading time limits create a sense of urgency and drive sales.

6 Deceptive Discounts

7 20. Defendant's emails are deceptive in a second way: the amount of savings they advertise
 8 is false and misleading. As illustrated above, Defendant sends emails that advertise percent- or dollar-off
 9 savings. Defendant's emails lead reasonable consumers to believe that, if they buy during the sale, they
 10 will get a discount off Defendant's regular prices (the prices most consumers have to pay) in the amount
 11 or percentage specified.

12 21. In truth, however, Defendant offers discounts of 20-30%, or equivalent dollar-
 13 denominated discounts, extremely frequently.¹ This is shown by the table above and further confirmed
 14 by the table below.

Date	Email Subject Line	Advertised Sale
3/17/2025	20% off flowers to make their day	20% off first purchase
3/18/2025	20% off: What's the occasion?	20% off
3/19/2025	Don't forget: you've got 20% off!	20% off
3/20/2025	Don't miss 20% off their favorite flowers	20% off
4/1/2025	Save \$20 on MORE flowers!	\$20 off
4/2/2025	Last call for \$20 off! ⌚	\$20 off
4/7/2025	VIP EXCLUSIVE: 20% OFF!	20% off
4/7/2025	YOU get 20% off today!	20% off
4/14/2025	🌟JUST IN: 25% off!🌟	25% off
4/16/2025	🕒Tick tock...25% off is almost gone	25% off
4/16/2025	You're gonna need 🌸—save 25%!	25% off
4/21/2025	20% OFF MOTHER'S DAY FLOWERS!	20% off
4/22/2025	Celebrate Earth Day with 20% off fresh flowers 🌍🌿	20% off
4/22/2025	PSSST...20% OFF ENDS TONIGHT!	20% off
4/23/2025	25% OFF FOR THE MOMS WHO DO IT ALL 🧡🌸	25% off
4/24/2025	Hurry, 25% off ends SOON !!	25% off
4/25/2025	25% off ACTUALLY ends tonight	25% off

25
 26
 27 ¹ Most of Defendant's list prices are under \$100; so a \$20 discount, for example, would likely translate to savings of at least 20% on a typical order.

	Date	Email Subject Line	Advertised Sale
1	4/25/2025	EXTENDED!! 25% OFF IS STILL BLOOMING 🌸	25% off
2	4/26/2025	Weekend vibes: \$15 OFF!	\$15 off
	4/27/2025	FINAL HOURS FOR \$15 OFF FLOWERS!	\$15 off
3	5/1/2025	🌸25% OFF MOTHER'S DAY FAVES🌸	25% off
4	5/3/2025	🌸\$20 OFF TO CELEBRATE MOM🌸	\$20 off
	5/3/2025	Don't let Mom down! \$20 off Mother's Day flowers 🌸	\$20 off
5	5/4/2025	\$20 OFF ENDS TONIGHT!	\$20 off
6	5/5/2025	📣IT'S BOUQSDAY: 25% OFF Mother's Day FLOWERS	25% off
7	5/5/2025	MOTHER'S DAY IS THIS WEEK! 25% OFF FLOWERS	25% off
8	5/6/2025	25% OFF MOTHER'S DAY FLOWERS. GO!	25% off
9	5/7/2025	NOW 30% OFF! Mother's Day is in 4 DAYS!	30% off
	5/8/2025	📢 40% OFF Mother's Day Roses	40% off roses; 30% off
10	5/8/2025	30% off ends TONIGHT!	30% off
	5/9/2025	20% OFF flowers for Mom? Still possible.	20% off
11	5/19/2025	🌸🌸 25% OFF SUMMER FLOWERS 🌸🌸	25% off
12	5/21/2025	📣FINAL HOURS: 25% off!	25% off
	5/21/2025	Save 25% on colorful Bouqs like butter yellow peonies!	25% off
13	5/22/2025	25% off is almost gone...	25% off
14	5/22/2025	🌸EXTENDED: 25% OFF SUMMER FLOWERS!	25% off
	5/28/2025	FOR YOU: \$20 OFF SUMMER 🌸	\$20 off
15	5/28/2025	☀️Weather forecast: sunshine & \$20 off!☀️	\$20 off
16	5/29/2025	\$20 off sunflowers and more!	\$20 off
	5/30/2025	SURPRISE! 25% OFF JUST FOR YOU	25% off
17	5/30/2025	Weekend vibes: 🌸 + 25% off	25% off
18	5/31/2025	📣ENDS TONIGHT: 25% off summer flowers!	25% off
	6/4/2025	20% off Peonies🌸	20% off peonies and more
19	6/4/2025	Who wants 20% off PEONIES?	20% off peonies and more
20	6/5/2025	20% off the most unique flowers you'll ever see😊	20% off peonies and more
	6/6/2025	20% off Peony Week ends TONIGHT!!	20% off peonies and more
21	6/6/2025	ENDS TONIGHT: 20% off for Super Bloom Week	20% off peonies and more
	6/9/2025	30% off is waiting for you.	30% off
22	6/9/2025	☀️30% OFF NEW SUMMER BOUQS!☀️	30% off
23	6/10/2025	30% off for Dads, Grads & Baes	30% off
	6/10/2025	30% off for upcoming occasions!	30% off
24	6/11/2025	30% off ends TONIGHT!	30% off
	6/30/2025	25% OFF IN FULL BLOOM💖	25% off
25	6/30/2025	Bye, June! Hello, 25% off👋	25% off
26	7/1/2025	25% off ends tonight! 🌸 Happy July!	25% off
	7/8/2025	IT'S PRIME TIME! 25% off for Bouqsday!	25% off
27	7/9/2025	📣25% off ends TONIGHT'	25% off

Date	Email Subject Line	Advertised Sale
7/9/2025	25% off summer blooms is ending!	25% off
7/10/2025	25% off EXTENDED + Summerween	25% off
7/11/2025	SURPRISE! 25% off for one more day!	25% off
7/16/2025	Today only: 30% OFF!!	30% off
7/28/2025	EXCLUSIVE: YOU get 20% off!	20% off
7/29/2025	20% OFF DISAPPEARS SOON!	20% off
8/1/2025	🌸 30% off ends TONIGHT 🌸	30% off
8/1/2025	FRI-YAY! 30% OFF—TODAY ONLY!	30% off
8/4/2025	🛒 Your cart is 25% off—two days only!	25% off
8/4/2025	25% OFF: IT'S BOUQSDAY BABY!	25% off
8/5/2025	🕒 LAST CHANCE for 25% off!	25% off
8/5/2025	Psst...25% off ends TONIGHT🕒	25% off
8/22/2025	📞 Last call for 30% OFF!	30% off
8/22/2025	Say Hello to 30% Off...	30% off
8/25/2025	20% OFF TO CELEBRATE SUMMER🌻	20% off
8/26/2025	Don't let 20% off slip away with the season...	20% off
8/27/2025	🌻 20% OFF ENDS TONIGHT!	20% off
8/27/2025	20% off is YOURS	20% off
9/8/2025	🌻 25% OFF FOR BOUQSDAY!	25% off
9/8/2025	Sept. moments call for 25% off!	25% off
9/9/2025	Psst...25% OFF is waiting!	25% off
9/10/2025	FINAL CALL: 25% OFF!	25% off
9/16/2025	25% off our favorite fall Bouqs	25% off
9/17/2025	Final hours for 25% savings	25% off
9/17/2025	Last chance — 25% off ends tonight	25% off
10/8/2025	🕒 Final hours: 30% off spooky stems + more	30% off
10/8/2025	Spooky Season Sale: 30% off (today only!) 🕒	30% off
10/13/2025	25% OFF fresh fall blooms is ON! 🌻	25% off
10/13/2025	Peonies are BACK + 25% off	25% off
10/15/2025	Final hours to shop 25% off!	25% off
10/15/2025	Heads up—25% off ends today! ⌚	25% off
10/20/2025	25% off Bouqs for every fall vibe 🍂🌻	25% off
10/20/2025	25% off! Tech troubles can't wilt this deal	25% off
10/22/2025	25% off extended + peonies are calling!	25% off
11/4/2025	\$20 off birthdays (and more) ends at midnight	\$20 off
11/12/2025	Time's up! 25% off ends at midnight	25% off
11/24/2025	30% off + still time to get 'em for Thanksgiving!	30% off

22. And because Defendant's sales are so frequent, most consumers are in fact paying the supposedly discounted prices, not the advertised list prices to which the discounts are applied. This means that when consumers buy during the advertised sales, they do not actually get the advertised

1 discounts off regular prices (the price most consumers pay). Instead, they get a much smaller discount
2 off the regular price, or no real discount at all.

3 23. So Defendant's email subject lines promising a specified percentage or dollar discount
4 off its regular prices are false and misleading for this reason, too.

5 24. Defendant is constantly sending commercial emails to recipients on its mailing list.
6 Plaintiff received multiple emails from Defendant weekly, and sometimes received multiple per day,
7 many of which included false or misleading subject lines regarding Defendant's promotions. Based on
8 the emails Defendant sent to Plaintiff, Defendant has sent at least thousands of emails to Washington
9 recipients, with similar false or misleading subject lines.

10 25. Defendant knows, or has reason to know, that it sends its emails containing false and
11 misleading subject lines to Washington residents. Defendant knows where recipients of its emails reside
12 because (i) Defendant has physical addresses associated with recipients' accounts or orders; (ii)
13 Defendant has access to data regarding the recipient including the recipient's state of residence, such as
14 tracking, or (iii) information regarding the residence of the recipient was available to Defendant upon
15 request from the registrant of the internet domain name contained in the recipient's electronic mail
16 address. Additionally, Bouqs has a page on its website specifically targeting customers ordering flowers
17 in the Seattle, Washington area.² So Bouqs knows that some of its customers and recipients of its
18 mailing list are Washington residents.

19 26. Defendant also knows what sales it is offering and what sales it plans to offer in the near
20 future. It knows that, in truth, the opportunity to receive substantial discounts will not end on the
21 advertised end date of its sales; and that it is not really consumers' last or final chance to get the
22 advertised sales. Defendant also knows how frequently it runs discounts and thus knows that consumers
23 are not really getting the advertised discount off Defendant's regular prices (the prices most consumers
24 pay).

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² <https://bouqs.com/local/seattle-wa>.

1 **B. Defendant’s emails injure consumers and are materially deceptive.**

2 27. Defendant’s false and misleading emails result in actual and substantial injury to Plaintiff.
3 It violates Plaintiff’s statutory right not to receive commercial emails that contain false or misleading
4 subject lines, which the legislature has deemed to be a “matter[] vitally affecting the public interest.”
5 RCW 19.190.030(3). Violation of a right that vitally affects the public interest results in actual and
6 substantial harm to Plaintiff and putative Class members.

7 28. Defendant’s emails containing false and misleading information also clog up inboxes,
8 waste limited data space, and violate Plaintiff’s and putative Class members’ statutory right to be free
9 from deceptive commercial emails.

10 29. Bouqs’s deceptive email subject lines are also material to reasonable consumers.

11 30. Consumers care about receiving discounts. Receiving a good deal—a discount—is
12 important to consumers, and material to a consumer’s purchasing decisions about the Products.

13 31. Discounts drive purchases. Consumers are more likely to buy a product when they think
14 they are getting a good deal. They are also willing to pay more for products, if they believe the product is
15 worth more than they are paying for and that they are getting a substantial discount.

16 32. Research confirms that discounts are important to consumers. “Nearly two-thirds of
17 consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering
18 or are undecided on making a purchase.”³ And, “two-thirds of consumers have made a purchase they
19 weren’t originally planning to make solely based on finding a coupon or discount,” while “80% [of
20 consumers] said they feel encouraged to make a first-time purchase with a brand that is new to them if
21 they found an offer or discount.”⁴

22
23
24
25 ³ Invesp, How Discounts Affect Online Consumer Buying Behavior
(<https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>).

26 ⁴ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,
27 Especially Among Millennial Buyers (<https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html>).

1 33. Similarly, when consumers believe that an offer is expiring soon, the sense of urgency
2 makes them more likely to buy a product.⁵

3 34. When a reasonable consumer sees Bouqs’s emails saying that the discount will end
4 imminently, they expect that if they miss the sale, the discount will not be available again soon.
5 Consumers do not expect that the sale will be extended or that a materially similar (or better) sale will
6 quickly replace it. This creates a false sense of urgency to buy that drives sales and profits.

7 35. Similarly, when a reasonable consumer sees a substantial discount (e.g. “25% off”), they
8 believe they are getting a discount off Defendant’s regular prices. They do not expect that the
9 supposedly discounted price is really the regular price that most people pay. This misleading sense of
10 value drives sales and profits.

11 36. This is why Defendant sends these emails. Defendant intends to deceive consumers into
12 believing that its discounts are limited time and into believing that consumers are getting a substantial
13 discount off Defendant’s regular and former prices. Defendant’s emails make Washington consumers
14 more likely to open the emails, read the emails, buy the Products quickly, and be willing to pay more for
15 the Products. This increases demand, drives sales, allows Defendant to sell more Products than it
16 otherwise could, and allows Defendant to charge more than it otherwise could.

17 37. Plaintiff was not, and putative Class members are not, aware that Defendant’s email
18 subject lines are false and misleading. Reasonable consumers are not deceptive discount detectives (nor
19 should they have to be). Reasonable consumers are not monitoring Defendant’s emails and website and
20 tracking its discounts to determine whether Defendant is deceiving them about its sales.

21 **V. Class Action Allegations.**

22 38. Plaintiff brings the asserted claims on behalf of the proposed Class of:

- 23 • all Washington residents who received promotional emails from Bouqs with subject lines

24 _____
25 ⁵ CXL, Creating Urgency, (<https://cxl.com/blog/creating-urgency/>) (last accessed November
26 16, 2025) (increasing urgency by advertising limited time nature of promotion increased conversion rates
27 nearly 300%); Adestra, Dynamic email content leads to 400% increase in conversions for Black Friday
email (<https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/>) (400% higher conversation rate for ad that
increased urgency via countdown timer).

1 advertising sales or discounts on Bouqs Products, during the applicable statute of
2 limitations.

3 39. The following people are excluded from the proposed Class: (1) any Judge or Magistrate
4 Judge presiding over this action and the members of their family; (2) Defendant, Defendant's
5 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a
6 controlling interest and their current employees, officers and directors; (3) persons who properly execute
7 and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been
8 finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel,
9 and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such
10 excluded persons.

11 ***Numerosity***

12 40. The proposed Class contains members so numerous that separate joinder of each
13 member of the Class is impractical. There are at least thousands of Class members in Washington.

14 41. Class members can be identified through Defendant's electronic mailing lists and public
15 notice.

16 ***Predominance of Common Questions***

17 42. There are questions of law and fact common to the proposed Class. Common questions
18 of law and fact include, without limitation:

- 19 (1) whether Defendant's email subject lines regarding its discounts are false or misleading;
20 (2) whether Defendant's email subject lines violate CEMA;
21 (3) whether Defendant's email subject lines violate the CPA;
22 (4) the greater of actual damages and statutory damages due to Plaintiff and the proposed Class.

23 ***Typicality & Adequacy***

24 43. Like members of the proposed Class, Plaintiff received emails from Defendant that
25 contained false or misleading subject lines regarding Defendant's discounts.

26 44. There are no conflicts of interest between Plaintiff and the Class.
27

1 ***Superiority***

2 45. A class action is superior to all other available methods for the fair and efficient
3 adjudication of this litigation because individual litigation of each claim is impractical. It would be
4 unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits,
5 every one of which would present the issues presented in this lawsuit.

6 **VI. Claims.**

7 **Count 1: Violations of Washington’s Commercial Electronic Mail Act**

8 **(By Plaintiff and the Class)**

9 46. Plaintiff incorporates the facts alleged above.

10 47. Plaintiff brings this cause of action on behalf of herself and members of the Class.

11 48. Bouqs is a “person” under CEMA. RCW 19.190.010(11).

12 49. As alleged in detail above, Bouqs violated CEMA by initiating the transmission of
13 commercial electronic mail messages that contained false or misleading information in the subject line to
14 Plaintiff’s and Class members’ electronic mail addresses.

15 50. Defendant sent these emails to Plaintiff and Class members for the purpose of
16 promoting Bouqs’s Products for sale.

17 51. Defendant knew or had reason to know that it transmitted such emails to email
18 addresses held by Washington residents, including Plaintiff.

19 52. Defendant’s acts and omissions violated RCW 19.190.020(1)(b).

20 53. Defendant’s acts and omissions injured Plaintiff and Class members.

21 54. The balance of equities favors the entry of permanent injunctive relief against
22 Defendant. Plaintiff, the members of the Class, and the general public will be irreparably harmed absent
23 the entry of permanent injunctive relief against Defendant. A permanent injunction against Defendant is
24 in the public interest. Defendant’s unlawful behavior is ongoing as of the date of the filing of this
25 pleading, so without the entry of a permanent injunction, Defendant’s unlawful behavior will not cease
26 and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

1 55. Plaintiff and Class members are therefore entitled to injunctive relief in the form of an
2 order enjoining further violations of RCW 19.190.020(1)(b).

3 **Count 2: Violations of the Washington Consumer Protection Act**

4 **(By Plaintiff and the Class)**

5 56. Plaintiff incorporates the facts alleged above.

6 57. Plaintiff brings this cause of action on behalf of herself and members of the Class.

7 58. Plaintiff and Class members are “persons” within the meaning of the CPA. RCW
8 19.86.010(1).

9 59. As alleged in detail above, Defendant violated CEMA by initiating the transmission of
10 commercial electronic mail messages to Plaintiff and Class members that contained false or misleading
11 information in the subject line.

12 60. A violation of CEMA is a per se violation of the CPA. RCW 19.190.030(1)(b).

13 61. A violation of CEMA establishes all elements of the CPA as a matter of law.

14 62. As alleged in detail above, Defendant’s transmission of commercial electronic mail
15 messages to Plaintiff and Class members that contained false or misleading information in the subject
16 line also violates the CPA because it constitutes unfair or deceptive practices that occur in trade or
17 commerce.

18 **Unfair Acts or Practices**

19 63. As alleged in detail above, Defendant committed “unfair” acts by falsely stating in email
20 subject lines that it was offering a discount off the regular prices of its Products, and that the discount
21 was time-limited, when this was not accurate.

22 64. The harm to Plaintiff and the Class greatly outweighs the public utility of Defendant’s
23 conduct. There is no public utility to misrepresenting whether Products are discounted and
24 misrepresenting the duration of sales. Plaintiff’s and the Class’s injury was not outweighed by any
25 countervailing benefits to consumers or competition. Misleading consumers only injures healthy
26 competition and harms consumers.

1 Deceptive Acts or Practices

2 65. As alleged in detail above, Defendant’s representations in email subject lines that its
3 Products were on sale for a limited time and that the customers could receive the advertised discounts
4 only in that limited time are deceptive.

5 66. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and other
6 reasonable recipients. Defendant knew, or should have known through the exercise of reasonable care,
7 that these statements were inaccurate and misleading.

8 67. Defendant’s unfair or deceptive acts or practices vitally affect the public interest and thus
9 impact the public interest for purposes of applying the CPA. RCW 19.190.030(3); RCW 19.190.100.

10 68. Defendant’s acts and omissions caused injury to Plaintiff and Class members. In
11 addition, violations of CEMA establish the injury and causation elements of a CPA claim as a matter of
12 law.

13 69. Under the CPA, “[p]rivate rights of action may ... be maintained for recovery of actual
14 damages, costs, and a reasonable attorney’s fee. A private plaintiff may be eligible for treble damages,”
15 and “may obtain injunctive relief, even if the injunction would not directly affect the individual’s own
16 rights.” Washington Pattern Jury Instruction Civil No. 310.00 (Consumer Protection Act—
17 Introduction) (internal citations omitted); RCW 19.86.090.

18 70. Under the CPA, Plaintiff and Class members are entitled to seek, and do seek, the
19 greater of actual damages and statutory damages of \$500 per email that violates CEMA. In addition,
20 Plaintiff and Class members seek treble damages, which are permitted under the CPA, including for
21 CEMA violations. Plaintiff seeks treble damages to further Plaintiff’s and Class members’ financial
22 rehabilitation, encourage citizens to bring CPA actions, deter Defendant and other persons from
23 committing CEMA violations, and punish Defendant for its false and misleading advertising practices.

24 71. Plaintiff and Class members are also entitled to, and seek, injunctive relief prohibiting
25 Defendant’s further violations of the CPA.

26 **VII. Jury Demand.**

27 72. Plaintiff demands the right to a jury trial on all claims so triable.

1 **VIII. Prayer for Relief.**

- 2 73. Plaintiff seeks the following relief for herself and the proposed Class:
- 3 • An order certifying the asserted claims, or issues raised, as a class action;
 - 4 • A judgment in favor of Plaintiff and the proposed Class;
 - 5 • The greater of actual or statutory damages, treble damages, and punitive damages where
 - 6 applicable;
 - 7 • Pre- and post-judgment interest;
 - 8 • An injunction prohibiting Defendant’s deceptive conduct, as allowed by law;
 - 9 • Reasonable attorneys’ fees and costs, as allowed by law;
 - 10 • Any additional relief that the Court deems reasonable and just.

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Respectfully submitted,

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