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CASE #: 26-2-03270-0 SEA

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

MALIKA BENNETT, on her own behalf and
on behalf of others similarly situated,

Plaintiff,

vs.

THE NATORI COMPANY, INC.,

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Malika Bennett, 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 The Natori Company, Inc., (“Natori”) 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 Natori engages in the precise activity which CEMA prohibits.

3 4. Natori 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, Natori 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 King County under RCW 4.12.020(3) because Plaintiff's cause
19 of action, or some part thereof, arose in King County.

20 **III. PARTIES**

21 10. Plaintiff Malika Bennett is a resident of King County, Washington.

22 11. Defendant The Natori Company, Inc., is a Delaware corporation with its principal
23 address at 261 5th Avenue, Suite 2400, New York, NY 10016.

IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

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

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

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

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

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

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

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

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

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

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 Natori 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. Natori is a fashion brand and online retailer primarily specializing in women’s
23 apparel, including undergarments, bridalwear, swimwear, and related accessories. The company’s
24

1 merchandise is available through other retailers as well as on Natori's website, www.natori.com.

2 41. To advertise its products and encourage purchases from www.natori.com, Natori
3 sends spam emails to consumers.

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

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

13 44. This misleading marketing strategy allows Natori to maximize sales during both
14 the initial promotion, as well as the subsequent extension. While Natori may present these
15 extensions as though they are a favor or unexpected blessing to consumers, they are anything but.
16 By deploying false time pressure with surprise extensions—which are only disclosed once the
17 original promotion has ended—Natori compels consumers to purchase quickly while withholding
18 terms that consumers need so they can make informed buying decisions. A "48 Hours Sale" in
19 October 2023 provides an apt example of this strategy at work.

20 45. First, Natori sends consumers an email advertising a new promotion. It did so on
21 October 20, 2023, in an email titled: "48 Hours Only: Extra 30% Off Sale[.]" Text within the
22 message provided a code that consumers could use to access the special prizing on Natori's
23 website. Once opened, flashing text at the top of the message emphasized the limited duration of
24

1 the offer: “48 HOURS ONLY[.]”

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

5 47. Natori did so, regarding its 48 Hour Sale, on October 21, 2023, in an email with the
6 subject line: “Ends Tonight: Extra 30% Off All Sale Styles[.]” Text within the email further
7 reiterated that the promotion was for “48 hours only[.]”

8 48. Despite these unambiguous warnings, October 21, 2023, was not the expiration date
9 for the supposedly “48 Hour” sale.

10 49. In the final stage of its scheme, Natori replaces the advertised deadline with the real
11 deadline, purportedly extending the life of the promotion. For the “48 Hour” sale, Natori
12 announced the “extension” on October 22, 2023, in an email titled: “Extended 1 More Day: Extra
13 30% Off All Sale Styles[.]” The message confirmed that the promotion would continue beyond the
14 deadline that Natori previously, and unambiguously, communicated to consumers in its earlier
15 messages.

16 50. Thus, one day after warning consumers that the sale was ending, Natori extended
17 the sale, thereby proving the falsity of the October 20 and 21 subject lines. Consumers in receipt
18 of the earlier emails were not at risk of missing the discount/promotion because Natori did not end
19 the promotion on October 21, as advertised. The false conclusion of the “48 Hours Only”
20 promotion is simply one element of Natori’s cohesive marketing strategy meant to compel
21 consumers to purchase items from its website.

22 51. Rather than tone down its deceptive strategy, Natori intensified it in the months and
23 years to follow.

1 52. On December 14, 2023, in the middle of the holiday season, Natori sent consumers
2 a special shipping offer using the email title: “Today Only: Free Expedited Shipping!” Text within
3 the email informed consumers that the shipping offer was valid for orders of “\$200+[.]”

4 53. The subject line, however, was untrue. Natori offered free expedited shipping again
5 within days.

6 54. Proof of the headline’s falsity came days later, on December 19, 2023. On that date,
7 Natori sent consumers an email with the subject line: “Today Only: Free Expedited Shipping
8 [.]” Again, the shipping perk was available for purchases of “\$200+[.]”

9 55. So, within five days, the same benefit was offered under the same terms.

10 56. Upon information and belief, time pressures such as those deployed by Natori are
11 even more effective in the latter months of the year when consumer spending is at its highest and
12 the holidays are fast approaching. Here, on December 14, the defendant leveraged that pressure to
13 urge consumers not to miss the opportunity to get free expedited shipping, as though the offer was
14 fleeting. However, within a matter of days, Natori offered the same deal.

15 57. By Mother’s Day 2024, Natori had returned to its typical formula for deceiving
16 consumers.

17 58. On April 27, 2024, Natori announced a promotion celebrating the holiday. An email
18 transmitted on that date was titled: “20% off Gifts for Every Mom[.]” Preview text informed
19 consumers that the promotion “[e]nds 5/3.” The sale allowed 20% off \$200 purchases from
20 Natori’s website.

21 59. As the promotion continued, Natori layered on additional time pressures. On May
22 3, 2024, it sent an email featuring the headline: “Last Chance for 20% Off[.]” The message’s
23 preview text warned that the “Mother’s Dale Sale Event ends tonight!”
24

1 60. Neither the subject line nor the preview text was truthful.

2 61. Natori replaced the false deadline with the real one on May 5, 2024, in an email
3 with the subject line: "Sale Extended - Just for you!" The May 5 message confirmed that the "Last
4 Chance" warning touted in the May 3 subject line was false.

5 62. By stuffing consumer inboxes with such misinformation, Natori ensures that email
6 recipients lack the accurate details needed to make educated buying decisions.

7 63. Natori deployed the same scheme mere weeks later.

8 64. On May 17, 2024, it announced a promotion which offered 40% off "selected sales
9 styles." The email sent on that date bore the subject line: "Limited Time Only - The Summer Slip
10 Dress Sale [.]". The email indicated that the promotion was active "THROUGH 5/18[.]"

11 65. Natori warned consumers that the opportunity for savings was coming to an end in
12 the subject line of its May 18, 2024 email: "Last Chance - Extra 40% off Selected Sale Styles[.]"
13 Preview text provided with the email reiterated the expiration date: "The Summer Slip Dress Sale
14 ends tonight."

15 66. Again, both assertions were false.

16 67. On May 19, 2024, one day after the sale's alleged end-date, Natori sent a message
17 titled: "Sale Extended - Just for you!" Text within the message informed recipients that the sale
18 was extended for another 24 hours.

19 68. As the May 19 email demonstrates, the May 18, 2024, subject line didn't
20 communicate a true deadline. Consumers in receipt of the email had another day during which
21 they could participate in the promotion.

22 69. Natori finished the month by deploying the same scheme during a Memorial Day
23 Sale. The subject lines alone demonstrate the deceptive routine:
24

- a. May 23, 2024: “Shop the Memorial Day Weekend Sale!”
- b. May 28, 2024: “Last Day: Extra 40% off Sale on Sale[.]”
- c. May 29, 2024: “Sale Extended - Just for you!”

70. Text within the May 23 email provided consumers with an unambiguous end-date of “5/28[.]” while the May 28 message clearly informed recipients that it was the “LAST CHANCE” to obtain the discount. Even so, the “last day” and “last chance” warnings touted in Natori’s May 28 emails were demonstrably false as made clear in the May 29 subject line.

71. The year continued much the same way, with Natori clothing various promotions in deception.

72. In early August 2024, the target promotion concerned 30% off beachwear. The deceptive pattern is clear from the subject lines that Natori transmitted to consumers:

- a. August 4, 2024: “Gifts She’ll Cherish[.]”
- b. August 5, 2024: “30% OFF Ends Tomorrow[.]”
- c. August 6, 2024: “Last Chance: 30% Off Beachwear[.]”
- d. August 7, 2024: “Sale Extended - Just for you!”

73. Clearly, the promotion didn’t end on August 6, 2024, as advertised. The August 4 email announced the sale. Then, the August 5 and August 6 subject lines urged consumers to act fast because the opportunity was set to end. Those warnings are simply examples of Natori’s deceptive strategy: manufacturing false pressure meant to drive consumers to its website and, ultimately, the checkout screen. The real deadline was provided on August 7, when Natori communicated that the sale was “extended[.]”

74. It wouldn’t take long for Natori to dress its marketing communications with deceptions yet again. In late September 2024, it pelted consumers with messages advertising a

1 40% off opportunity that would end on “9/30[.]” To the detriment of consumers, Natori included
2 false and misleading subject lines in the emails that advertised the sale. Despite the advertised
3 deadline, the promotion ran until October 1, 2024, as the subject lines of the following emails
4 demonstrate:

- 5 a. September 26, 2024: “Limited Time: Extra 40% Off All Sale Dresses[.]”
- 6 b. September 30, 2024: “Last Chance: 40% Off the Dress Event[.]”
- 7 c. October 1, 2024: “Sale Extended - Just for you!”

8 75. Natori stuck to the same designs for a promotion in late November and early
9 December. Natori transmitted emails communicating a December 2, 2024, deadline while the true
10 expiration date for the sale was December 3, 2024. The following subject lines reveal the deceptive
11 strategy:

- 12 a. November 23, 2024: “It’s Official: Extra 50% Off Everything on Sale[.]”
- 13 b. November 30, 2024: “3 Days Left[.]”
- 14 c. December 1, 2024: “Ending Soon! The Sale on Sale[.]”
- 15 d. December 2, 2024: “Last Day: Extra 50% Off All Sale Styles[.]”
- 16 e. December 3, 2024: “The Sale Has Been Extended For You[.]”

17 76. As the repeat extensions demonstrate, there is nothing scarce about Natori’s offers.
18 Natori simply manufactures false time pressure and fake deadlines to influence consumers’ habits
19 and purchasing choices with false information. The advertised deadlines aren’t actual deadlines at
20 all.

21 77. The misrepresentations continued into 2025. On July 4, 2025, Natori transmitted
22 an email with the subject line: “Celebrate the 4th: Extra 50% Off[.]” Preview text advised
23 consumers that the “Summer Sale ends tomorrow!”

1 78. Then, on the date upon which the sale was set to end, July 5, 2025, Natori layered
2 additional pressure onto consumers by sending an email titled: “Last Chance! Extra 50% Off All
3 Sale Styles[.]” Both preview text and the body of the email emphasized that the sale would end on
4 July 5, 2024. It did not.

5 79. The falsity of the July 5, 2025, email was confirmed on July 8, 2025. An email sent
6 on that date was titled, “Sale Extended 24 Hours - Just for You[.]” and provided a new end date
7 for the promotion, stating that it would run through July 9, 2025. Clearly, July 5 was, by no means,
8 the “last chance” for the purported savings.

9 80. Later, that same month, Natori used multiple emails to pressure consumers
10 regarding the false conclusion of its Mid-Summer Sale. As the subject lines demonstrate, Natori
11 communicated a false deadline to consumers:

- 12 a. July 28, 2025: “Only 3 Days Left: Extra 50% Off Sale[.]”
- 13 b. July 30, 2025: “Last Day! Extra 50% Off Sale on Sale[.]”
- 14 c. July 31, 2025: “Sale Extended - Just for You!”

15 81. Misleading subject lines would continue to make up a significant proportion of
16 Natori’s marketing emails in 2025. Multiple promotions were assigned false deadlines only to be
17 extended shortly thereafter. Natori’s approach is clear by reference to the following subject lines:

- 18 a. August 31, 2025: “Only 3 Days Left[.]”
- 19 b. September 2, 2025: “Last Day: Extra 50% OFF All Sale[.]”
- 20 c. September 3, 2025: “Sale Extended - Just for You[.]”
- 21 d. October 22, 2025: “Last Chance: Earn \$50-\$600 Off Sitewide[.]”
- 22 e. October 23, 2025: “Sale Extended - Just For You[.]”
- 23 f. November 2, 2025: “The Holiday Event!”

1 g. November 5, 2025: “Last Day! 20% Off Sitewide[.]”

2 h. November 6, 2025: “Sale Extended - Just For You[.]”

3 82. As it has done repeatedly, for years, Natori proved that the time scarcity
4 surrounding its promotions was contrived.

5 83. As these example promotions demonstrate, Natori employs a strategy where it
6 pressures consumers to purchase products from its website by falsely representing the limited
7 availability of its offers; offers that are repackaged, repeated, and redeployed.

8 84. These and other examples of the commercial emails that Natori has sent consumers
9 containing subject lines with false or misleading statements are attached to this Class Action
10 Complaint as Exhibit A.

11 **C. Natori knows when it sends emails to Washington residents.**

12 85. A sophisticated commercial enterprise, like Natori, which is engaged in persistent
13 marketing through mass email campaigns across the United States, has several ways of knowing
14 where the recipients of its marketing emails are located. The means it employs are peculiarly within
15 its knowledge.

16 86. First, the sheer volume of email marketing that Natori engages in put it on notice
17 that Washington residents would receive its emails.

18 87. Second, Natori may obtain location information tied to email addresses when
19 consumers make purchases from Natori through digital platforms, including the Natori website, or
20 otherwise self-report such information to Natori.

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

1 89. Specifically, Natori likely uses Klaviyo to manage its email marketing campaigns.
2 campaigns. Klaviyo informs Natori where the recipients of its marketing emails are located using
3 IP geolocation and other data extracted from recipients' interactions with Natori, which Klaviyo
4 tracks in detail.¹ Thus, this platform should allow Natori to access a list of every email address that
5 was sent a marketing email. It should also allow Natori to determine who viewed the emails and
6 who clicked on any links within them. Further, Natori appears to have integrated a Clover point of
7 sale system into its email campaign. This integration would allow Natori to associate email
8 engagement data with customer profile and transaction data generated through its point of sale
9 system, potentially resulting in a significantly richer dataset than email addresses alone.

10 90. Natori is likely able to infer the general geographic location of recipients by state
11 based on their IP address at the time of email open or link click.

12 91. Fourth, Natori may obtain location information tied to email addresses by
13 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
14 which sell access to databases linking email addresses to physical locations, among other
15 identifiers.

16 92. Fifth, Natori may obtain location information tied to email addresses by using
17 "identity resolution" services offered by companies such as LiveRamp, which can connect
18 consumers' email addresses to their physical locations, among other identifiers.

19 93. Sixth, Natori may obtain information that the recipients of its marketing emails are
20 Washington residents because that information is available, upon request, from the registrant of
21

22
23 ¹ See "Understanding when and how Klaviyo sets a profile's location," Klaviyo (July 7, 2025) (describing
24 "how a 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 the Internet domain names contained in the recipients' email addresses. *See* RCW 19.190.020(2).

2 94. It is thus highly probable that a seller with the size and sophistication of Natori
3 employs not just one but several means of tying consumers' email addresses to their physical
4 locations, at least at the state level.

5 **D. Natori violated Plaintiff's right under CEMA to be free from deceptive
6 commercial emails.**

7 95. Natori has spammed Plaintiff with commercial emails whose subject lines contain
8 false or misleading statements in violation of her right to be free from such annoyance and
9 harassment under CEMA.

10 96. Plaintiff received a number of the email promotions described above in Section B,
11 including:

- 12 a. The September 2, 2025, email titled: "Last Day: Extra 50% Off All Sale[.]"
- 13 b. The October 22, 2025, email titled: Last Chance: Earn \$50-\$600 Off
14 Sitewide[.]"
- 15 c. The November 5, 2025, email titled: "Last Chance! 20% Off Sitewide[.]"

16 97. These emails were false or misleading in violation of CEMA, for misrepresenting
17 the timing of the deals and as further described herein.

18 98. These emails contained false statements of fact as to the "duration or availability of
19 a promotion." *Brown*, 567 P.3d at 47.

20 **V. CLASS ALLEGATIONS**

21 99. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative
22 class ("Class"):

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

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

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

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

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

12 104. There are questions of law or fact common to the class, including without limitation
13 whether Defendant sent commercial emails containing false or misleading information in the
14 subject line; whether Defendant sent such emails to email addresses it knew or had to reason to
15 know were held by Washington residents; whether Defendant's conduct violated CEMA; whether
16 Defendant's violation of CEMA constituted a *per se* violation of the Consumer Protection Act,
17 RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

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

22 106. Plaintiff will fairly and adequately protect the Class's interests because, among
23 other reasons, Plaintiff shares the Class's interest in avoiding unlawful false or misleading
24

1 marketing; has no interest adverse to the Class; and has retained competent counsel extensively
2 experienced in consumer protection and class action litigation.

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

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

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

17 VI. CLAIMS TO RELIEF

18 First Claim to Relief

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

20 110. Plaintiff incorporates and realleges paragraphs 1–98 above.

21 111. CEMA provides that “[n]o person may initiate the transmission, conspire with
22 another to initiate the transmission, or assist the transmission, of a commercial electronic mail
23 message ... to an electronic mail address that the sender knows, or has reason to know, is held by
24

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

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

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

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

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

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

18 **Second Claim to Relief**

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

20 117. Plaintiff incorporates and realleges paragraphs 1–98 above.

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

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

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

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

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

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

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

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

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

22 **VII. JURY DEMAND**

23 127. Plaintiff will demand a jury trial by separate document in accordance with Local
24

1 Civil Rule 38(b)(1).

2 **VIII. PRAYER FOR RELIEF**

3 Plaintiff asks that the Court:

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

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

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

10 D. Award Plaintiff's costs of suit, including reasonable attorneys' fees; and

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

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

1 Date: January 23, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

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18 *Attorneys for Plaintiffs*

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

— EXHIBIT A —

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

MALIKA BENNETT, on her own behalf and
on behalf of others similarly situated,

Plaintiff,

vs.

THE NATORI COMPANY, INC.,

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Date	Subject Line
10/20/23	48 Hours Only: Extra 30% Off Sale
10/21/23	Ends Tonight: Extra 30% Off All Sale Styles
12/14/23	Today Only: Free Expedited Shipping!
5/3/24	Last Chance for 20% Off
5/18/24	Last Chance - Extra 40% off Selected Sale Styles
5/28/24	Last Day: Extra 40% off Sale on Sale
8/5/24	30% Off Ends Tomorrow
8/6/24	Last Chance: 30% Off Beachwear
9/30/24	Last Chance: 40% Off the Dress Event
11/30/24	3 Days Left
12/2/24	Last Day: Extra 50% Off All Sale Styles
7/5/25	Last Chance! Extra 50% Off All Sale Styles
7/28/25	Only 3 Day Left: Extra 50% Off Sale
7/30/25	Last Day! Extra 50% Off Sale on Sale

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Date	Subject Line
8/31/25	Only 3 Days Left
9/2/25	Last Day: Extra 50% Off All Sale
10/22/25	Last Chance: Earn \$50-\$600 Off Sitewide
11/3/25	Only 3 Days Left! 20% Off
11/5/25	Last Day! 20% Off Sitewide