

E-FILED  
THURSTON COUNTY, WA  
SUPERIOR COURT  
02/02/2026 - 10:59AM  
Linda Myhre Enlow  
Thurston County Clerk

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

JACE HOAG, on her own behalf and on  
behalf of others similarly situated,

Plaintiff,

v.

PACIFICA BEAUTY, LLC,

Defendant.

Case No.: 26-2-00983-34

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Jacc Hoag, 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 Pacifica Beauty, LLC, ("Pacifica") as follows:

**I. INTRODUCTION**

1. In 1998, to protect Washington consumers from the annoyance and harassment caused by the burgeoning spam email industry, the Washington State Legislature enacted the Commercial Electronic Mail Act (CEMA), codified at chapter 190 of title 19 of the Revised Code of Washington (RCW).

2. Among other things, CEMA prohibits transmitting a commercial email to a Washington resident's email address that "[c]ontains false or misleading information in the subject

1 inc.” RCW 19.190.020(1)(b).

2 3. Defendant Pacifica Beauty, LLC, (“Pacifica”) does just what CEMA prohibits.

3 4. Pacifica bombards Washington consumers, including Plaintiff, with commercial  
4 emails 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  
7 Pacifica’s marketing for fear of missing out and chokes consumers’ email inboxes with repeated  
8 false notifications that the time to act—*i.e., purchase*—is short.

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

12 7. Plaintiff challenges Pacifica’s harassment of Washington consumers with deceptive  
13 marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and the  
14 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 Thurston County under RCW 4.12.020(3) because Plaintiff’s  
19 cause of action or some part of it arose in Thurston County.

20 **III. PARTIES**

21 10. Plaintiff Jace Hoag is a resident of Thurston County, Washington.

22 11. Defendant Pacifica Beauty, LLC, is a limited liability company formed under the  
23 laws of Delaware with its principal place of business at 1090 Eugenia Place, Suite 200, Carpinteria,  
24

1 CA 93013.

2 **IV. FACTUAL ALLEGATIONS**

3 **A. CEMA protects Washington consumers from deceptive spam emails.**

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

6 13. In 1998, the Legislature found that the “volume of commercial electronic mail” was  
7 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,  
8 § 1.

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

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

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

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

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

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

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

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

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

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

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

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

23 26. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,  
24

1 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that  
2 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*  
3 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.  
4 2025).

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

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

10 **B. The subject lines of Pacifica’s marketing emails make false time scarcity**  
11 **claims.**

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

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

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

24 32. Representations about the timing and duration of sales, discounts, and other special

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

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

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

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

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

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

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

21 39. False time scarcity claims are a staple of Pacifica’s marketing emails.

22 40. Pacifica Beauty is a skincare brand specializing in vegan makeup and beauty  
23 products. The company’s products are available through other retailers as well as on Pacifica’s  
24

1 website, [www.pacificabeauty.com](http://www.pacificabeauty.com).

2 41. To advertise its products and encourage purchases from [www.pacificabeauty.com](http://www.pacificabeauty.com),  
3 Pacifica sends spam emails to consumers.

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

7 43. For example, on March 24, 2024, Pacifica sent consumers a mass email with the  
8 subject line, “ Last Day! 20% OFF SITEWIDE”. Fine text at the bottom of the message also  
9 reiterates that the “Offer ends on 3/24/24 at 11:59 PST.”

10 44. The subject line of the March 24 email was false or misleading, as subsequent email  
11 illustrates. Pacifica always planned to and did extend the 20 percent discount through the following  
12 day.

13 45. On March 25, 2024, Pacifica sent consumers a mass email with the subject line,  
14 “ Surprise! 20% OFF SITEWIDE EXTENDED[,]” extending the 20 percent discount through  
15 the rest of that day.

16 46. By strategically deploying false time pressure tactics against consumers, Pacifica  
17 was thus able to announce the “end” of the sale *twice*, once falsely.

18 47. Just months later, on May 26, 2024, Pacifica deployed similar anti-consumer tactics  
19 when it sent consumers a mass email with the subject line: “ENDS TOMORROW: Free 5-Piece  
20 Summer Travel Kit”. Pacifica reiterated this deadline the following day with another email with  
21 the subject line, “LAST CHANCE: Free 5-Piece Summer Travel Kit”.

22 48. However, the very next day on May 28, 2024, Pacifica sent another email with the  
23 subject line “Extended Today Only – FREE 5-Piece Summer Travel Kit”.

1           49.     The subject lines of the May 26 and May 27 emails were false or misleading, as the  
2 subsequent email on May 28, 2024, illustrates. Consumers in receipt of the earlier emails were not  
3 at risk of missing the offer because Pacifica did not end the promotion on May 27, as advertised.  
4 The false conclusion of the free travel kit promotion is simply one element of Pacifica’s cohesive  
5 marketing strategy meant to compel consumers to purchase from its website. Pacifica always  
6 planned to and did extend the free summer travel kit offer through the following day. Pacifica  
7 continued to mount false time pressure campaigns throughout 2025.

8           50.     Pacifica deployed this strategy again, on April 13, 2025, marketing a sale with time  
9 pressures communicated by the email subject line: “ Ⓞ FINAL HOURS! 50% OFF Outlet Store  
10 ENDS Today!”

11           51.     Unfortunately for consumers, the subject line of the April 13 email was false or  
12 misleading. As subsequent emails illustrate, Pacifica always planned to and did extend the sale  
13 through the following day.

14           52.     On April 14, Pacifica sent consumers a mass email with the subject line, “yay! 50%  
15 off outlet collection extended! Plus 20% off sitewide!” The email announced an extension of the  
16 discount through the end of that day.

17           53.     Similarly, on July 6, 2025, Pacifica sent consumers a mass email with the subject  
18 line, “last chance to save! friends + fam deal ends soon”.

19           54.     The subject line of the July 6 email was false or misleading. Pacifica always  
20 planned to and did extend this sale through the following day.

21           55.     The July 6 email was followed by another Pacifica sent the very next day with the  
22 subject line, “sale extended! More time to buy more, save more”.

23           56.     Thus, the July 7, 2025, email confirmed the falsity of the July 6 subject line.  
24

1           57.     Again, on November 30, 2025, Pacifica sent a mass email to consumers with the  
2 subject line, “Last Chance to Glow Up: 35% OFF SITEWIDE Ends Soon,” indicating that  
3 consumers would miss out if they did not act quickly—as confirmed by the body of the email,  
4 which stated “Stellar deals disappear at **MIDNIGHT**”.

5           58.     The subject line of the November 30 email was false or misleading, as a subsequent  
6 email would illustrate. Pacifica always planned to and did extend the 35% Off Sitewide promotion  
7 just two days later.

8           59.     Proof arrived in consumers’ inboxes on December 2, 2025. On that date, Pacifica  
9 sent another mass email with the subject line, “**giving tuesday: SITEWIDE 35% OFF**  
10 extended”. Clearly, November 30, 2025, was not consumers’ “last chance” to obtain the discount  
11 pricing.

12           60.     These and other examples of Pacifica’s commercial emails whose subject lines  
13 contain false or misleading statements are attached to this Class Action Complaint as Exhibit A.

14           **C.     Pacifica knows when it sends emails to Washington residents.**

15           61.     A sophisticated commercial enterprise, like Pacifica, who is engaged in persistent  
16 marketing through mass email campaigns across the United States, has several ways of knowing  
17 where the recipients of its marketing emails are located. The means it employs are peculiarly with  
18 its knowledge.

19           62.     First, the sheer volume of Pacifica’s email marketing put it on notice that  
20 Washington residents would receive its emails. Over the last two years, from 2024 through 2025,  
21 Pacifica has been blasting out marketing emails at a rate averaging nearly one email every two  
22 days.

23           63.     Second, Pacifica may obtain location information tied to email addresses when  
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1 consumers make purchases from Pacifica through digital platforms, or otherwise self-report such  
2 information to Pacifica.

3 64. Third, Pacifica may obtain location information tied to email addresses by tracking  
4 the IP addresses of devices used to open Pacifica's emails, which in turn can be correlated to  
5 physical location (as illustrated, for example, by the website <https://whatismyipaddress.com/>).

6 65. Specifically, Pacifica appears to use Listrak to manage its email marketing  
7 campaigns. Listrak is a "person-first marketing platform that unifies data, identity, and cross  
8 channel engagement into one seamless, enterprise-grade solution."<sup>1</sup> Listrak will supply this  
9 information by tracking and logging user activity, including behavior, purchase, and demographic  
10 data, when users interact with Pacifica.<sup>2</sup> Listrak compiles "every signal, click, view, and  
11 transaction to a single unified customer profile."<sup>3</sup> The demographic information it collects includes  
12 age, gender, location, phone number, email address, and address.<sup>4</sup>

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

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

20 68. Sixth, Pacifica may obtain information that the recipients of its marketing emails

21 \_\_\_\_\_  
22 <sup>1</sup> Listrak, *The Person-First Marketing Platform*, <https://www.listrak.com/platform> (last accessed Jan. 29, 2026).

23 <sup>2</sup> See Listrak, *Email Marketing*, <https://www.listrak.com/platform/email-marketing> (last accessed Jan. 29, 2026)  
(describing data collectible by integrating Listrak's software into websites and mobile applications, including  
24 behavior, purchase, and demographic data).

25 <sup>3</sup> Listrak, *Listrak Data Platform*, <https://www.listrak.com/platform/data-platform> (last accessed Jan. 29, 2026).

<sup>4</sup> Listrak, *Understanding Your CRM Data*, <https://help.listrak.com/en/articles/2038806-understanding-your-crm-data>  
(last accessed Jan. 29, 2026).

1 are Washington residents because that information is available, upon request, from the registrant  
2 of the Internet domain names contained in the recipients' email addresses. *See* RCW  
3 19.190.020(2).

4 69. It is thus highly probable that a seller of Pacifica's size and sophistication employs  
5 not just one but several means of tying consumers' email addresses to their physical locations, at  
6 least at the state level.

7 **D. Pacifica violated Plaintiff's right under CEMA to be free from deceptive  
8 commercial emails.**

9 70. Pacifica has bombarded Plaintiff with commercial emails whose subject lines  
10 contain false or misleading statements in violation of her right to be free from such annoyance and  
11 harassment under CEMA.

12 71. For example, Plaintiff received emails containing false or misleading subject lines  
13 sent by Pacifica in July and November 2025, as described above in Section B. These messages  
14 were sent to Plaintiff's personal email address.

15 72. On July 6, 2025, Plaintiff received Pacifica's "last chance to save! friends + fam  
16 deal ends soon" email described above.

17 73. On November 30, 2025, Plaintiff received Pacifica's "Last Chance to Glow Up:  
18 35% OFF SITEWIDE Ends Soon" email described above.

19 74. The subject lines of these emails are false or misleading in violation of CEMA as  
20 described above.

21 75. These subject lines contained false statements of fact as to the "duration or  
22 availability of a promotion." *Brown*, 567 P.3d at 47.

23 **V. CLASS ALLEGATIONS**

24 76. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative

1 class ("Class"):

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

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

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

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

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

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

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

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

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

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

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

19 **VI. CLAIMS TO RELIEF**

20 **First Claim to Relief**

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

22 87. Plaintiff incorporates and realleges paragraphs 1–75 above.

23 88. CEMA provides that “[n]o person may initiate the transmission, conspire with  
24

1 another to initiate the transmission, or assist the transmission, of a commercial electronic mail  
2 message ... to an electronic mail address that the sender knows, or has reason to know, is held by  
3 a Washington resident that ... [c]ontains false or misleading information in the subject line.”

4 RCW 19.190.020(1)(b).

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

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

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

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

18 93. For Defendant’s violation of CEMA, Plaintiff is entitled to all available relief,  
19 including an injunction against further violations.

20 **Second Claim to Relief**

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

22 94. Plaintiff incorporates and realleges paragraphs 1–75 above.

23 95. The CPA provides that “[u]nfair methods of competition and unfair or deceptive  
24

1 acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

2 RCW 19.86.020.

3 96. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

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

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

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

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

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

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

21 103. For Defendant’s violation of the CPA, Plaintiff and putative members are entitled  
22 to an injunction against further violations; the greater of Plaintiff’s actual damages or liquidated  
23 damages of \$500 per violation, trebled; and costs of the suit, including a reasonable attorney’s fee.  
24



1 Date: February 2, 2026

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**\* Applications for admission pro hac  
vice forthcoming**