

FILED  
2026 FEB 26 09:00 AM  
KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE #: 26-2-06995-6 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.

KEURIG GREEN MOUNTAIN, 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 Keurig Green Mountain, Inc., (“Keurig”) 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 19.190.020(1)(b).

3. Defendant Keurig engages in the precise activity which CEMA prohibits.

1 4. Keurig engages Washington consumers, including Plaintiff, with commercial  
2 emails featuring subject lines which employ various tactics to create a false sense of urgency in  
3 consumers’ minds—and ultimately, from consumers’ wallets.

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

7 6. Through this deceptive time-sensitivity, Keurig falsely narrows the field—steering  
8 consumers away from shopping for better deals—to its own products that must be purchased *now*.

9 7. Plaintiff challenges Keurig’s harassment of Washington consumers with deceptive  
10 marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and the  
11 Consumer Protection Act (RCW 19.86.020) for injuries caused, additionally seeking injunctive  
12 relief against such violations in the future.

## 12 II. JURISDICTION AND VENUE

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

14 9. Venue is proper in King County under RCW 4.12.020(3) because Plaintiff’s cause  
15 of action or some part of it arose in King County.

## 15 III. PARTIES

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

17 11. Defendant Keurig Green Mountain, Inc., is a Delaware corporation with its  
18 principal place of business at 6425 Hall of Fame Lane, Frisco, TX 75034, and a registered agent  
19 in the State of Washington at: C T Corporation System, 711 Capitol Way S, Suite 204, Olympia,  
20 WA, 98501.

## 20 IV. FACTUAL ALLEGATIONS

### 21 A. CEMA protects Washington consumers from deceptive spam emails.

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

24 13. In 1998, the Legislature found that the “volume of commercial electronic mail” was

1 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,  
2 § 1.

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

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

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

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

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

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

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

22 21. Simply conducting the routine affairs of daily life often exposes consumers to  
23 unanticipated and unwanted volumes of commercial email. “Nowadays, you need an email address  
24 for everything from opening a bank account to getting your dog’s nails trimmed, and ... [o]nce  
25 you hand over your email address, companies often use it as an all-access pass to your inbox:  
Think of shopping websites that send account updates, deals, ‘we miss you’ messages, and holiday  
promotions throughout the year. It’s too much.” Kaitlyn Wells, *Email Unsubscribe Services Don’t*

1 *Really Work*, N.Y. Times Wirecutter (Aug. 19, 2024), <https://perma.cc/U8S6-R8RU/>.

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

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

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

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

13 26. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,  
14 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that  
15 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*  
*U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.  
2025).

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

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

21 **B. The subject lines of Keurig’s marketing emails make false time scarcity claims.**

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

1 *Harm Competition and Consumers* 26 (2022), <https://perma.cc/V848-7TVV/>.

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

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

9 32. Representations about the timing and duration of sales, discounts, and other special  
10 offers are fundamentally representations about prices, and such representations matter to ordinary  
11 consumers. *See, e.g., Huiliang Zhao et al., Impact of Pricing and Product Information on*  
12 *Consumer Buying Behavior with Customer Satisfaction in a Mediating Role*, 12 *Frontiers in*  
13 *Psychology* 720151 (2021), available at  
14 <https://pmc.ncbi.nlm.nih.gov/articles/PMC8710754/pdf/fpsyg-12-720151.pdf/>.

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

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

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

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

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

38. False time scarcity claims also harm market competition. Consumers learn to ignore

1 scarcity claims, “meaning that when a product [or offer] is truly scarce, the seller will not be able  
2 to credibly communicate this information.” *Id.*

3 39. These false time scarcity claims are a staple of Keurig’s email scheme to compel  
4 consumers to purchase its products.

5 40. Keurig is a beverage company specializing in coffee, coffee makers, teas, and  
6 related products. The company offers merchandise to the public through various retailers, and  
7 through its own website, [www.keurig.com](http://www.keurig.com).

8 41. To advertise its products and encourage purchases from [www.keurig.com](http://www.keurig.com), Keurig  
9 sends spam emails to consumers.

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

13 43. Keurig has tailored its approach to fit a variety of offers, including promotion  
14 extensions. In these examples, Keurig sends consumers emails to advertise an offer, promotion, or  
15 sale. Then, it uses the subject lines of follow-up emails to present the promotional pricing as a  
16 scarce or time-limited opportunity. This strategy commands consumers’ attention and pressures  
17 them to purchase from Keurig’s website. Finally, once the originally advertised “deadline” has  
18 passed, Keurig knowingly extends the promotion to a new end date.

19 44. While Keurig may present these extensions as though they are a favor or some  
20 unexpected blessing to consumers, they are anything but. By pairing false time pressures with  
21 surprise extensions—which are only disclosed once the original promotion has ended—Keurig  
22 compels consumers to purchase quickly while withholding terms that consumers need so they can  
23 make informed buying decisions.

24 45. This misleading marketing strategy allows Keurig to maximize sales during both  
25 the initial promotion, as well as the subsequent extension.

46. A promotion concerning one of the company’s brewing machines provides an apt  
example of this strategy at work.

1           47. First, Keurig sends consumers an email advertising a new promotion. It did so on  
2 September 15, 2022, in an email titled: “WOW! \$49.99 for a K-Duo Plus® Brewer[.]” Text within  
3 the email warned that the discount pricing was good “FOR A LIMITED TIME ONLY” and that  
4 the offer “Ends 9/20[.]” As is common with Keurig promotions, the email also explained that the  
5 special pricing for the brewing machine was conditioned on the consumer committing to purchase  
6 a specified amount of beverage “boxes/bags through Auto-Delivery” over a certain time period.

7           48. For its next step, Keurig uses the subject lines of its follow-up emails to assert false  
8 time pressures on recipients. Such headlines urge consumers to purchase from Keurig’s website  
9 by warning them that the offer is coming to an end.

10           49. Keurig did so, regarding its K-Duo Plus® Brewer promotion, on September 20,  
11 2022. An email sent that morning touted an urgent subject line: “LAST DAY! \$49.99 for a K-Duo  
12 Plus® Brewer[.]” Again, text within the email indicated that the offer would end on September 20.

13           50. Despite the unambiguous deadline communicated in the September 15 and  
14 September 20 emails, the special pricing offer did not end on the advertised date.

15           51. In the final stage of its scheme, Keurig replaces the advertised deadline with the  
16 real deadline, purporting to extend the life of the promotion. For the \$49.99 brewer offer, Keurig  
17 announced the “extension” on September 21, 2022, in an email titled: “EXTENDED! \$49.99 for  
18 a K-Duo Plus Brewer[.]” The heading confirmed that the promotion would continue beyond the  
19 deadline that Keurig previously, and unambiguously, communicated to consumers in its September  
20 20, 2022, subject line. Text within the September 21 email also provided a new deadline for the  
21 promotion, noting that the offer would continue until September 25.

22           52. Thus, after warning consumers that the opportunity was ending, Keurig extended  
23 the sale, thereby proving the falsity of its September 20 subject line. Consumers in receipt of the  
24 September 20 email were not at risk of missing the offer because Keurig did not end the sale on  
25 September 20, as advertised. The false deadline of the discount offer and the false time scarcity  
presented in the September 20 subject line are key elements in Keurig’s cohesive marketing  
strategy. These tactics are meant to compel consumers to purchase items from Keurig’s website.

1           53.     Keurig brewed a fresh round of deception in August 2023, along with a promotion  
2 offering “\$5 Off Per Box” of Keurig Pods. The purported one-day sale was communicated on  
3 August 11, 2023, in an email titled: “ONLY HOURS LEFT - Get \$5 Off Per Box[.]” The body of  
4 the email provided a code that consumers could use to access the discount and confirmed that the  
5 promotion would end that same day. It did not.

6           54.     Contrary to the August 11 subject line, the sale would last beyond the advertised  
7 deadline, as confirmed in an August 12 email titled: “We added 1 more day for you! Get \$5 Off  
8 Per Box[.]” Clearly, the time scarcity claim that Keurig sent to consumers in its August 11 subject  
9 line was false. The promotion did not end as advertised.

10          55.     By filling consumers’ inboxes with misinformation about important terms, such as  
11 deadlines, Keurig ensures that email recipients lack the accurate details they need to make educated  
12 buying decisions.

13          56.     Keurig used the same strategy when advertising an alleged one-day only sale in  
14 September 2024.

15          57.     On September 11, 2024, Keurig sent consumers an email promoting 50% off its K-  
16 Cup pods products. The email’s subject line warned: “TODAY ONLY! Save 50% on your favorite  
17 flavors ☕ [.]” Consumers who opened the email would be met with text, near the very top of the  
18 message, reiterating that the promotion was available “TODAY ONLY.” A graphic advertising the  
19 promotion also contained text clearly stating that the offer “Ends 9/11[.]” while small text at the  
20 bottom of the email further emphasized that the offer was valid “through 11:59 p.m. PST on  
21 09/11/2024.” Thus, within a single transmission, Keurig told email recipients no less than four  
22 times that the offer would end on September 11.

23          58.     An email sent later that day featured the same four warnings, although the subject  
24 line was altered to convey additional urgency. The email’s headline stated: “HOURS LEFT! Get  
25 50% off the flavors you love 🍵 ☕”

59.     Then, after making at least eight misrepresentations regarding the purported end of  
the sale on 9/11, Keurig revealed the real deadline on September 12, 2024, in an email titled:

1 “SALE EXTENDED! Enjoy 50% off the best flavors 🍷[.]” The message confirmed that the  
2 subject lines sent on September 11 were false and stated that the sale would end on September 12.

3 60. Before the month was over, Keurig misled consumers with another example of this  
4 promotion extension tactic.

5 61. On September 27, 2024, it sent an email with the subject line: “Morning Brew Sale  
6 ☕ \$9.99 per box of pods[.]” The message announced the special pricing on “400+ VARIETIES  
7 OF PODS[.]” The first text appearing within the email exclaimed: “Only until 3 p.m. EST!” The  
8 same warning was provided in the email’s preview text as well. Then, small print at the bottom of  
9 the email reiterated, for a third time within the same message, that the offer was valid “through  
10 3:00 p.m. EST on 09/27/2024.”

11 62. Later in the day, Keurig followed up with an additional email titled: “ENDS SOON!  
12 Only \$9.99 per box of pods 🍷[.]” The preview text and the text appearing at the top of the  
13 message urged consumers to “Grab this deal before 3 p.m. EST!” Contrary to the unambiguous  
14 deadline that Keurig communicated to consumers, the sale did not end at 3 p.m. on September 27.

15 63. In fact, the last day of the sale was two days away.

16 64. Proof that the September 27 subject line was false arrived in consumers’ inboxes  
17 on September 28, 2024, in an email featuring the headline: “SALE EXTENDED! Get pods at just  
18 \$9.99 per box[.]” The email stated that the offer would then run until September 29.

19 65. Another example of Keurig’s use of this technique came during a promotion for its  
20 pods products in 2025. Consumers were told the sale was limited to a single day. Yet, one day later,  
21 the promotion was still ongoing. Keurig presented the deception under the guise of an April Fools  
22 trick as reflected in the subject lines used to implement its scheme:

- 23 a. March 31, 2025: “TODAY ONLY! \$4 off per box of K-Cup® pods[.]”
- 24 b. March 31, 2025: “Last chance to save \$4 per box of K-Cup® pods[.]”
- 25 c. April 1, 2025: “🥚 🇺🇸 APRIL FOOLS! Our \$4 off sale isn’t over[.]”

66. The emoji included in the April 1 subject line, seemingly incapacitated by laughter  
at the “joke,” highlights the information disparity that Keurig leverages against consumers. By

1 withholding accurate details as to important terms, such as the availability of pricing, Keurig  
2 ensures that consumers are without the capacity to make fully informed buying decisions. Keurig,  
3 consequently, is the only party in on the joke.

4 67. Keurig conducted its Cyber Week promotion in much the same manner. On  
5 December 1, 2025, it sent consumers an email informing them that the sale had begun. The  
6 message stated that the offer would end on December 3 and featured the subject line: “Cyber deals  
7 are ON! The whole site is on sale[.]”


8 68. The following day, December 2, 2025, Keurig began to pressure consumers with  
9 subject lines reiterating the short duration of the sale. A message sent on that date was titled:  
10 “🕒 Cyber savings end tomorrow!”

11 69. On December 3, 2025, the advertised end date for the promotion, Keurig sent at  
12 least two emails containing urgent warnings within their subject lines. The first headline cautioned,  
13 “So long Cyber deals! Our best deals end today[.]” while the second exclaimed, “🕒 HOURS  
14 LEFT! Last chance for Cyber deals[.]”


15 70. Yet, the chance for “Cyber” deals was hardly over. The following day, December  
16 4, 2025, Keurig “extended” the Cyber Week promotion and quickly returned to consumers’ inboxes  
17 to deliver the news. One of the emails sent on that date used the headline: “CYBER DEALS  
18 EXTENDED! Coffee makers under \$60[.]” Despite the subject lines touting “ends tomorrow,”  
19 “last chance,” and “ends today” warnings on December 2 and 3, The December 4, 2025, email  
20 provided the actual end date for the promotion: December 5.

21 71. Pairing false deadlines with surprise extensions is but one of several techniques that  
22 Keurig uses to deploy its deceptive marketing strategy. In other instances, Keurig pressures  
23 consumers to buy quickly—because the opportunity to receive a discount is coming to an end—  
24 only to advertise the same or better pricing shortly thereafter. A discount promotion from February  
25 2023 provides an example.

72. On February 11, 2023, Keurig sent consumers an email announcing special pricing  
on its brewing machines. The message was titled: “We're spreading love with 20% off all brewers

1  [.]” The text contained within the email provided a code that recipients could use to obtain the  
2 discount and advised that the opportunity, “ends 2/14[.]”

3 73. On February 13, 2023, Keurig emphasized that the promotion was of limited  
4 duration when it sent consumers an email with the subject line: “LAST TWO DAYS! Up to \$70  
5 off brewers[.]”



6 74. Once February 14, 2023, arrived, Keurig transmitted another email, continuing to  
7 pressure consumers about the time scarcity of the deal. This time, the subject line warned  
8 consumers that the sale was nearing its end: “Cupid's last call to save 20% off brewers!  [.]”  
9 Again, text within the email warned that the sale would end on February 14.

10 75. Later in the day, Keurig followed with an additional email titled: “LAST DAY!  
11 Save 20% on all brewers[.]” Again, text within the email warned that the sale would end on  
12 February 14.

13 76. A week later, however, Keurig offered the same discount statewide, as confirmed by  
14 an email sent on February 21, 2023, with the subject line: “Two Days Only! 20% Off Everything!”  
15 The message provided a code that recipients could use to access the reduced pricing.

16 77. Thus, February 14, 2023, was not the “last call” nor the “LAST DAY” for the 20%  
17 off discount. In a week’s time, Keurig made the same rate available to consumers and for a wider  
18 selection of products. The time pressure leveraged against consumers in the February 14 subject  
19 lines, then, was misleading as to the availability of the discount.

20 78. In April 2023, Keurig blended deception into a beverage sale in much the same  
21 manner.

22 79. An email sent on April 13, 2023, announced the promotion and provided a code  
23 that consumers could use to access the advertised discount. The email carried the subject line,  
24 “This deal is HOT  (or iced  ) 20% off ALL beverages!” and stated that the offer would end  
25 on April 16.

80. A message sent on April 15, 2023, emphasized the impending deadline within the  
email’s title: “ONE DAY LEFT | 20% off ALL beverages!” Again, text within the email provided

1 the same April 16 end date.

2 81. Despite the urgency and deadline communicated in the April 15 subject line,  
3 consumers would have access to the same deal a few days later.

4 82. On April 20, 2023, Keurig returned to consumers' inboxes to promote the same  
5 discount in an email titled: "Save 20% on all beverages today!" The message provided the same  
6 discount code used in the previous 20% off beverage promotion and stated that the deal would run  
7 through April 24.

8 83. The misleading nature of these communications couldn't be clearer. A consumer in  
9 receipt of the April 15, 2023, subject line is urged to buy immediately because the subject line  
10 advised that the reduced pricing would end the following day. However, within days, Keurig made  
11 the same offer available, again.

12 84. The same pattern emerged in May 2023 as well.

13 85. On May 15, 2023, Keurig sent an email alerting consumers to a 20% off sitewide  
14 promotion. The sale was brewing with deception from the beginning as the subject line of the  
15 opening email made a false time scarcity claim: "3 DAYS ONLY! Get 20% off sitewide[.]" The  
16 message stated that the sale was valid through 11:59 p.m. PST on May 17, 2023.

17 86. The subject lines that followed continued to pelt consumers with time pressure. An  
18 email transmitted on May 16, 2023, was titled, "2 DAYS ONLY! Take 20% off sitewide[.]" A  
19 message, sent on May 17, 2023, featured the headline, "LAST DAY! Shop now for 20% off  
20 sitewide[.]" while another, sent later in the day, warned in the subject heading: "FINAL HOURS!  
21 Shop now for 20% off sitewide[.]"

22 87. Yet, the 20% off sitewide pricing was not as scarce or time limited as Keurig  
23 warned. All four subject lines were proven false on May 22, 2023. On that date, Keurig presented  
24 the same discount in an email titled: "Psst...we're having a sitewide sale! ☺[.]" Inside, the  
25 message provided a code which consumers could use to obtain "20% Off Sitewide!" So, mere days  
after receiving a flurry of subject lines warning that the opportunity was ending, consumers could  
access the very same pricing.

1           88. Another example of Keurig deploying this deceptive approach came the very next  
 2 month. On June 15, 2023, it announced a “20% Off Brewers & Accessories” event. Then, Keurig  
 3 used the subject lines of follow-up emails to emphasize the alleged end date for the discount: June  
 4 18. On June 23, a few days after the advertised deadline had passed, Keurig recycled the offer and  
 5 made the pricing available again. The subject lines used in the emails advertising the sale  
 6 demonstrate the deceptive routine:

- 7           a. June 15, 2023: “4 DAY SALE! | 20% off amazing Father's Day gifts[.]”
- 8           b. June 17, 2023: “ENDS TOMORROW! 20% Off brewers and  
 9 accessories[.]”
- 10          c. June 18, 2023: “LAST CHANCE | 20% off brewers & accessories[.]”
- 11          d. June 23, 2023: “4 DAYS ONLY! | 20% off brewers & accessories[.]”

12           89. Keurig used the same offer to mislead consumers in July as well. Again, consumers’  
 13 inboxes were subjected to the same deceptive process. Keurig 1) sent emails announcing the sale,  
 14 2) sent emails with subject lines pressuring consumers to buy quickly because the offer was coming  
 15 to an end, and 3) announced the same offer in an email sent shortly after the alleged end of the  
 16 promotion. The subject lines sent to consumers reveal the misleading strategy:

- 17          a. July 1, 2023: “Independence Day savings! Take 20% off sitewide[.]”
- 18          b. July 4, 2023: “🌟 ENDS TODAY | Don't miss 20% off sitewide[.]”
- 19          c. July 4, 2023: “LAST CHANCE - Celebrate the 4th with 20% off  
 20 sitewide[.]”
- 21          d. July 6, 2023: “🕒 Save Now: 20% OFF Sitewide[.]”

22           90. Later that same month, Keurig repeated its approach during a brewing machine  
 23 promotion. The titles of emails transmitted to consumers confirm the pattern:

- 24          a. July 22, 2023: “LIMITED TIME! 20% off brewers & accessories[.]”
- 25          b. July 24, 2023: “LAST CHANCE! | Shop now for 20% off brewers &  
 accessories[.]”
- c. July 25, 2023: “20% off brewers & accessories? Now that's a hot deal!”

1           91. The same technique—using email subject lines to pressure consumers with false  
2 time scarcity claims—was used in 2024 as well.

3           92. For instance, on September 3, 2024, Keurig sent consumers an email with the  
4 headline: “TODAY ONLY! 8 boxes of K-Cup® pods for \$75[.]” Inside the message, text reiterated  
5 that the special pricing was for “TODAY ONLY” and that it would end on September 3.

6           93. Later in the day, Keurig issued another warning about the end of the sale in an email  
7 titled: “HOURS LEFT! 8 boxes of K-Cup® pods for \$75[.]”

8           94. However, the claims contained in both subject lines were false.

9           95. Within three days, on September 6, 2024, consumers received an email offering the  
10 same pricing in the subject line: “POD SALE ⚡ 8 boxes of pods for \$75!” Small text within the  
11 email stated that the offer would end on September 8. Thus, consumers had additional days to  
12 decide whether to participate in the promotion rather than the single day and mere “hours” that  
13 Keurig presented in its September 3, 2024, subject lines.

14           96. In November 2024, a similar approach was used during a sale on coffee makers.

15           97. On November 7, 2024, Keurig sent consumers an email to warn them that their  
16 chance for savings was coming to an end using the subject line: “Last chance to save up to 40%  
17 on Keurig® coffee makers!” The contents of the message specified that the offer would end that  
18 same day.

19           98. Yet, on November 12, 2024, Keurig announced a new promotion offering  
20 potentially deeper discounts. An email sent on that date was titled: “DEALS ARE BREWING!  
21 Over 40% off coffee makers[.]”

22           99. Thus, consumers in need of a coffee maker were better off if they disregarded the  
23 November 7, 2024, subject line and the false time claim contained therein. This fact aptly  
24 demonstrates the harm that consumers may experience when retailers withhold the truth. The false  
25 time scarcity manufactured by Keurig might compel a buyer to purchase from the website so they  
can obtain the 40% (or less) discount before the promotion’s advertised ending. Were that buyer  
not deceived into believing that their chance for a discount was expiring, they might have

1 researched other options or, at the very least, waited a few days and received a deeper discount on  
2 their purchase once Keurig began the 40% and over promotion.

3 100. The ruse was repeated as the month went on. As these subject lines demonstrate,  
4 Keurig has deployed the same strategy—announcing the deal, followed by urgent and false  
5 deadlines, then re-upping the same (or better) deal just days later—when marketing its coffee  
6 products:

- 7 a. November 8, 2024: “Stock up on K-Cup® pods for \$12.99 a box!”
- 8 b. November 10, 2024: “ENDS TODAY! Get a box of pods for \$12.99[.]”
- 9 c. November 10, 2024: “LAST CHANCE! \$12.99 per box of pods[.]”
- 10 d. November 15, 2024: “POD FLASH ⚡ Just \$11.99 per box!”

11 101. While Keurig presented the \$12.99 pricing as a scarce opportunity in both of its  
12 November 10, 2024, subject lines, it made better pricing available five days later, as confirmed in  
13 its November 15, 2024, email. This approach allows Keurig to maximize sales at the smaller  
14 discount before offering a better deal in subsequent promotions.

15 102. Keurig finished the month in much the same way. Toward the end of November,  
16 consumers were warned that a promotion offering up to 40% off beverages was coming to an end.  
17 However, the very next day, Keurig offered deeper discounts on the products. The subject lines  
18 used to advertise the sales demonstrate the type of misleading scarcity claims that are prevalent in  
19 the Defendant’s e-marketing campaigns:

- 20 a. November 22, 2024: “Save up to 40% on beverages this week ☕ [.]”
- 21 b. November 26, 2024: “ ! UP TO 40% OFF ENDS TODAY[.]”
- 22 c. November 27, 2024: “BLACK FRIDAY DEAL! Up to 50% off all  
23 beverages[.]”

24 103. In 2025, Keurig deployed the same approach. For instance, a March promotion  
25 offered five boxes of pods for \$60. As the sale neared its advertised end, Keurig pressured  
consumers to purchase the products by delivering subject lines emphasizing the scarcity of the  
deal. Soon thereafter, Keurig began a new email campaign advertising the same products at a better

1 price. As the subject lines below confirm, the time scarcity claims transmitted on March 8, 2025,  
2 were false because the same products were available again for a better price a week later:

- 3 a. March 5, 2025: “FLASH SALE! 5 boxes of K-Cup® pods for \$60[.]”
- 4 b. March 8, 2025: “LAST DAY! Get 5 boxes of K-Cup® pods for \$60[.]”
- 5 c. March 8, 2025: “Final Chance! Grab 5 boxes of K-Cup® pods for just  
6 \$60[.]”
- 7 d. March 15, 2025: “5 boxes of K-Cup® pods for \$55! 🌟[.]”

8 104. The following month, Keurig again presented sale pricing for its K-Cup® pods as  
9 though it were a scarce opportunity. Again, the company proved the falsity of its own time scarcity  
10 claims by offering the same pricing shortly after the purportedly time-limited promotion  
11 concluded. Indeed, Keurig deployed the same strategy twice in successive weeks. The offer  
12 purportedly closed on April 7, only to reappear on April 13. Then, once the April 13 offer allegedly  
13 ended, the same deal was presented yet again on April 15. To implement its deception, Keurig  
14 transmitted false time scarcity claims in its subject lines on both April 7 and April 13, 2025, as  
15 shown below:

- 16 a. April 5, 2025: “DON'T MISS OUT! 5 boxes of K-Cup® pods for \$60[.]”
- 17 b. April 7, 2025: “Last day to shop 5 boxes for \$60 🛒[.]”
- 18 c. April 7, 2025: “LAST CALL! 5 boxes for \$60 ends tonight!”
- 19 d. April 13, 2025: “ONE DAY! Get 5 boxes of K-Cup® pods for \$60[.]”
- 20 e. April 13, 2025: “LAST CHANCE! 5 boxes for \$60 🚫[.]”
- 21 f. April 15, 2025: “Get 5 boxes of K-Cup® pods for \$60 ⭐[.]”

22 105. Keurig used the same approach in November 2025 when it advertised 5 boxes of  
23 pods for \$55. Consumers were told the offer was for November 5 only. Yet, three days later, Keurig  
24 presented the same pricing. The November 5 subject lines transmitted to promote the sale falsely  
25 communicated the scarcity of the opportunity as demonstrated here:

- 26 a. November 5, 2025: “Today Only: 5 Boxes of K-Cup® Pods for \$55!”
- 27 b. November 5, 2025: “Ends Tonight: 5 for \$55 K-Cup® Pod Savings 🍷[.]”

1 c. November 8, 2025: “It’s back! 5 boxes of K-Cup® pods for \$55 🍵 [.]”

2 106. In early December 2025, a similar promotion was subject to misrepresentation. As  
3 Keurig’s Cyber Week promotions neared their advertised end date, the company sent an email on  
4 December 5, 2025 with the subject line: “LAST DAY! 5 boxes for \$50 Cyber Deals ends  
5 tonight[.]” According to the email, the offer covered 20-24 count boxes of their K-Cup® pods  
6 products.

7 107. However, the very next day, Keurig presented an improved offer in an email titled:  
8 “🕒 Our prices just went back in time!” Text within the email offered 20-24 count boxes of K-  
9 Cup® pods for \$9.99 each. Thus, one day after the alleged end of the K-Cup® promotion, Keurig  
10 offered the same product at a cheaper price (\$9.99 per box rather than the \$10 that each box cost  
11 under the “5 boxes for \$50 promotion”) and without the multi-unit purchase requirement.

12 108. As the subject lines of its marketing emails demonstrate, Keurig employs a strategy  
13 where it pressures consumers to purchase products from its website by falsely representing the  
14 limited availability of its offers.

15 109. These and other examples of Keurig’s commercial emails whose subject lines  
16 contain false or misleading statements are attached to this Class Action Complaint as Exhibit A.

### 17 **C. Keurig knows when it sends emails to Washington residents.**

18 110. A sophisticated commercial enterprise, like Keurig, which is engaged in persistent  
19 marketing through mass email campaigns across the United States, has several ways of knowing  
20 where the recipients of its marketing emails are located. The means it employs are peculiarly with  
21 its knowledge.

22 111. First, the sheer volume of email marketing that Keurig engages in put it on notice  
23 that Washington residents would receive its emails. For example, during the years 2024 and 2025,  
24 Keurig sent marketing emails at a rate averaging roughly, 687.5 per year, 57 per month, and 1.88  
25 per day.

112. Second, Keurig may obtain location information tied to email addresses when  
consumers make purchases from Keurig through digital platforms, or otherwise self-report such

1 information to Keurig.

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

5 114. Specifically, Keurig appears to use Salesforce Marketing Cloud to manage its email  
6 marketing campaigns. This platform should allow Keurig to access a list of every email address  
7 that was sent a marketing email. It should also allow Keurig to determine who viewed the emails  
8 and to produce a list of every link that each mail recipient clicked on.

9 115. Fourth, Keurig may obtain location information tied to email addresses by  
10 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,  
11 which sell access to databases linking email addresses to physical locations, among other  
12 identifiers.

13 116. Fifth, Keurig may obtain location information tied to email addresses by using  
14 “identity resolution” services offered by companies such as LiveRamp, which can connect  
15 consumers’ email addresses to their physical locations, among other identifiers.

16 117. Sixth, Keurig may obtain information that the recipients of its marketing emails are  
17 Washington residents because that information is available, upon request, from the registrant of  
18 the Internet domain names contained in the recipients’ email addresses. *See* RCW 19.190.020(2).

19 118. It is thus highly probable that a seller of Keurig’s size and sophistication employs  
20 not just one but several means of tying consumers’ email addresses to their physical locations, at  
21 least at the state level.

22 **D. Keurig violated Plaintiff’s right under CEMA to be free from deceptive  
23 commercial emails.**

24 119. Keurig has spammed Plaintiff with commercial emails whose subject lines contain  
25 false or misleading statements in violation of her right to be free from such annoyance and  
harassment under CEMA.

120. For example, Plaintiff received emails containing false or misleading subject lines

1 sent by Keurig as described above in Section B, including:

- 2 a. The November 5, 2025, email titled, “Today Only: 5 Boxes of K-Cup®  
3 Pods for \$55!” as described at paragraph 105 above.
- 4 b. The November 5, 2025, email titled, “Ends Tonight: 5 for \$55 K-Cup® Pod  
5 Savings 🍷” as described at paragraph 105 above.
- 6 c. The December 2, 2025, email titled, “🕒 Cyber savings end tomorrow!” as  
7 described at paragraph 68 above.
- 8 d. The December 3, 2025, email titled, “So long Cyber deals! Our best deals  
9 end today [.]” as described at paragraph 69 above.
- 10 e. The December 3, 2025, email titled, “🕒 HOURS LEFT! Last chance for  
11 Cyber deals[.]” as described at paragraph 69 above.
- 12 f. The December 5, 2025, email titled, “LAST DAY! 5 boxes for \$50 Cyber  
Deal ends tonight[.]” as described at paragraph 106 above.

13 121. The subject lines of these emails are false or misleading in violation of CEMA as  
14 described above.

15 122. These subject lines contained false statements of fact as to the “duration or  
16 availability of a promotion.” *Brown*, 567 P.3d at 47.

## 17 V. CLASS ALLEGATIONS

18 123. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative  
19 class (“Class”):

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

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

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

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

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

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

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

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

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

          132. The questions of law or fact common to the members of the Class predominate over

1 any questions affecting only individual members, in that, among other ways, Defendant has  
2 violated their rights under the same laws by the same conduct, and the only matters for individual  
3 determination are the number of false or misleading emails received by each Class member and  
4 that Class member’s resulting damages.

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

## 9 VI. CLAIMS TO RELIEF

### 10 First Claim to Relief

#### 11 **Violation of the Commercial Electronic Mail Act, RCW 19.190.020**

12 134. Plaintiff incorporates and realleges paragraphs 1–122 above.

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

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

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

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

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

4 140. For Defendant’s violation of CEMA, Plaintiff is entitled to all available relief,  
5 including an injunction against further violations.

6 **Second Claim to Relief**

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

8 141. Plaintiff incorporates and realleges paragraphs 1–122 above.

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

12 143. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

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

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

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

21 147. Defendant initiated the transmission, conspired with another to initiate the  
22 transmission, or assisted the transition of “commercial electronic mail messages” within the  
23 meaning of CEMA. RCW 19.190.010(2).

24 148. Defendant initiated the transmission, conspired with another to initiate the  
25 transmission, or assisted the transmission of such messages to electronic mail addresses that  
26 Defendant knew, or had reason to know, were held by Washington residents.

149. Defendant initiated the transmission, conspired with another to initiate the

1 transmission, or assisted the transmission of such messages that contained false or misleading  
2 information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

3 150. For Defendant's violation of the CPA, Plaintiff and putative members are entitled  
4 to an injunction against further violations; the greater of Plaintiff's actual damages or liquidated  
5 damages of \$500 per violation, trebled; and costs of the suit, including a reasonable attorney's fee.

#### 6 **VII. JURY DEMAND**

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

#### 9 **VIII. PRAYER FOR RELIEF**

10 Plaintiff asks that the Court:

11 A. Certify the proposed Class, appoint Plaintiff as Class representative, and appoint  
12 undersigned counsel as Class counsel;

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

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

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

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

19  
20  
21  
22  
23  
24  
25  
*[Counsel signatures to follow on next page.]*

1 Date: February 26, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

3 Samuel J. Strauss, WSBA No. #46971

4 Raina C. Borrelli\*

**STRAUSS BORRELLI PLLC**

980 N. Michigan Avenue, Suite 1610

Chicago, IL 60611

5 Telephone: (872) 263-1100

6 Facsimile: (872) 263-1109

sam@straussborrelli.com

raina@straussborrelli.com

7 Lynn A. Toops\*

8 Natalie A. Lyons\*

Ian R. Bensberg\*

**COHENMALAD, LLP**

One Indiana Square, Suite 1400

Indianapolis, IN 46204

9 Tel.: (317) 636-6481

10 ltoops@cohenmalad.com

11 nlyons@cohenmalad.com

12 ibensberg@cohenmalad.com

13 Gerard J. Stranch, IV\*

14 Michael C. Tackeff\*

Andrew K. Murray\*

**STRANCH, JENNINGS &**

**GARVEY, PLLC**

223 Rosa L. Parks Avenue, Suite 200

Nashville, TN 37203

16 Tel.: (615) 254-8801

17 gstranch@stranchlaw.com

18 mtackeff@stranchlaw.com

amurray@stranchlaw.com

19 *Attorneys for Plaintiffs*

20 **\* Applications for admission**

21 ***pro hac vice forthcoming***