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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Nicholas Brown, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

Kalshi Inc.,

Defendant.

No. 2:26-cv-1426

CLASS ACTION COMPLAINT

JURY DEMAND

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1 **I. Introduction.**

2 1. Text messages are a simple, straightforward way to communicate and stay in touch
3 with friends, family, and colleagues. Billions of such text messages are sent every day.

4 2. Businesses also use text messages to advertise their sales, products, and services.
5 Some consumers want to receive these commercial text messages about products or sales, and they
6 give companies their consent to receive them. But other times, commercial text messages are sent to
7 consumers who never consented to the texts, and do not want to receive them. More and more
8 people are receiving unwanted commercial text messages about products or services that they have
9 no interest in hearing about.

10 3. To protect Washington residents from receiving unwanted text messages from
11 businesses, the Washington legislature passed the Commercial Electronic Mail Act (CEMA). CEMA
12 prohibits companies conducting business in the state of Washington from initiating or assisting in
13 the sending of commercial text messages to Washington residents, unless the recipient has “clearly
14 and affirmatively consented.”¹

15 4. Defendant Kalshi Inc. (“Kalshi”) does business in the State of Washington. It is a
16 prediction market exchange that allows users to trade contracts on the outcome of real-world events,
17 such as elections, economic indicators, and weather outcomes. Kalshi initiates and

18 5. assists in the transmission of illegal, commercial text messages to Washington
19 residents who have not given their clear and affirmative consent (or any consent at all).

20 **II. Parties.**

21 6. Plaintiff Nicholas Brown is domiciled in Ephrata, Washington.

22 7. The proposed class includes citizens of Washington.

23 8. Defendant Kalshi Inc. is a Delaware corporation with its principal place of business
24 at 594 Broadway, Suite 407, New York, NY 10012

25
26
27 ¹ The prohibition is subject to some exceptions that do not apply here. *See* RCW 19.190.060,
19.190.70.

1 **III. Jurisdiction and Venue.**

2 9. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount
3 in controversy exceeds \$5,000,000, exclusive of interest and costs, and the matter is a class action in
4 which one or more members of the proposed class are citizens of a state different from Kalshi.

5 10. This Court has personal jurisdiction over Kalshi. Kalshi does business in
6 Washington. It advertises and sells its products and services in Washington, and serves a market for
7 its products and services in Washington. Due to Kalshi’s actions, its commercial text messages have
8 been sent, without consent, to telephone numbers assigned to Washington residents and harmed
9 Washington residents. Plaintiff’s claims arise out of Kalshi’s contacts with this forum. Due to
10 Kalshi’s actions, Plaintiff received Kalshi’s commercial text message in Washington, and he was
11 harmed while in Washington.

12 11. Venue is proper under 28 U.S.C. § 1391(b)(2) because Kalshi conducts significant
13 business transactions within this District and because the wrongful conduct giving rise to this case
14 occurred in, was directed to, and/or emanated from this District. Venue is additionally proper under
15 28 U.S.C. § 1391(d) because Kalshi would be subject to personal jurisdiction in this District if this
16 District were a separate state. Kalshi advertises and sells its products and services to customers in
17 this District, this District serves as a market for Kalshi’s products and services, and Plaintiff’s claims
18 arise out of Kalshi’s contacts in this forum.

19 **IV. Facts.**

20 **A. Washington’s Commercial Electronic Mail Act.**

21 12. Americans receive billions of unwanted commercial text messages from businesses
22 each year.

23 13. To stop this practice, the state of Washington passed the Commercial Electronic
24 Mail Act (CEMA). CEMA states, in relevant part, “no person conducting business in the state may
25 initiate or assist in the transmission of an electronic commercial text message to a Washington
26 resident” unless the recipient has “clearly and affirmatively consented in advance to receive those
27

1 messages.” RCW §§ 19.190.060-19.190.070.²

2 14. The statute further states that a violation of the provision is “an unfair or deceptive
3 act in trade or commerce and an unfair method of competition for the purpose of applying the
4 consumer protection act.” *Id.* Thus, a violation of CEMA also violates Washington’s Consumer
5 Protection Act, which broadly prohibits “unfair or deceptive acts or practices in the conduct of any
6 trade or commerce.” RCW § 19.86.020.

7 **B. Kalshi’s “Refer a friend” Program.**

8 15. Kalshi runs a prediction market exchange that allows users to trade contracts on the
9 outcome of real-world events, such as elections, economic indicators, and weather outcomes.

10 16. It promotes its product by using a “Refer a friend” program.³ The “Refer a friend”
11 program pays existing users referral bonuses for referring their friends to trade on Kalshi.



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19 **Refer a friend to trade and earn \$10!**

- 20 ① Send your friend your referral link and have them sign up
21 using it.
22 ② Get your friend to trade \$10!
23 ③ Both you and your friend get \$10

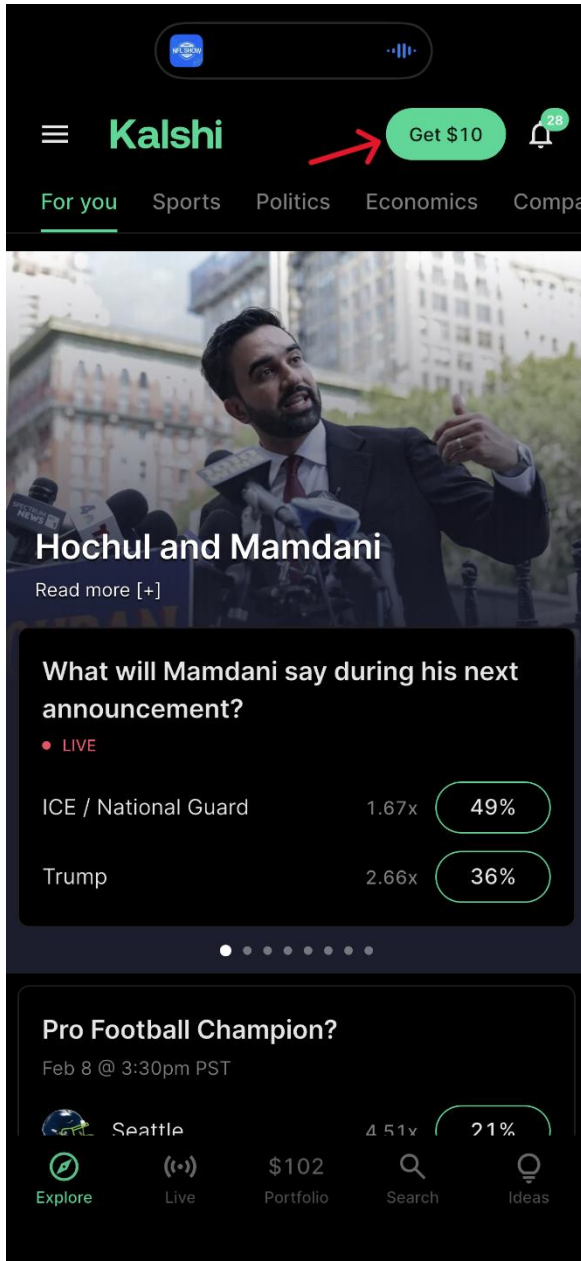
24 [Copy referral link](#)

25 17. Through its “Refer a friend” program, Kalshi asks existing users to refer friends

26 ² The statute contains exceptions that do not apply here. *See, e.g.*, RCW §19.190.070
(exception for texts “transmitted at the direction of a person offering cellular telephone or pager
27 service to the person’s existing subscriber at no cost to the subscriber”).

³ Kalshi also sometimes refers to it as its “Refer a friend” program.

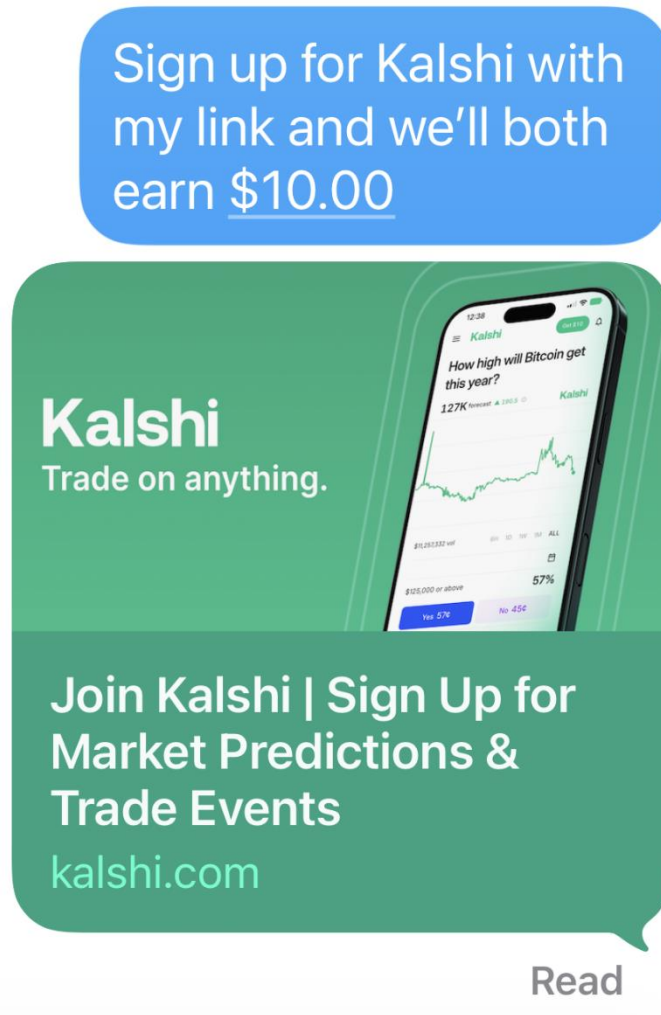
1 using a special link created by Kalshi. Existing users are directed to text their friends the Kalshi link
2 and “Refer a friend” offer. If the friend uses the link to sign up for a Kalshi account and meets
3 certain other requirements, the referrer (that is, the existing Kalshi user) receives an award that can
4 be used for trading on Kalshi.⁴



⁴ Kalshi Referral FAQ found at <https://help.kalshi.com/account/signing-up/signing-up-as-an-individual/referral-faqs> (last accessed February 18, 2026) and archived at <https://archive.ph/YyDKd>.

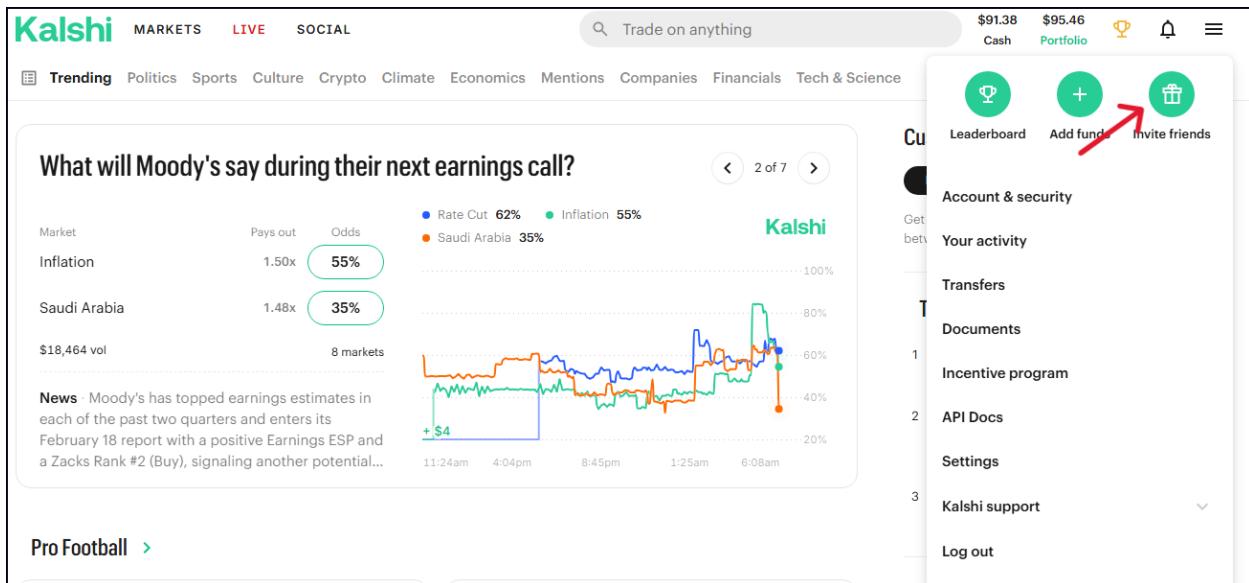
1 18. Kalshi’s “Refer a friend” program can be used via its mobile app. Existing users can
2 access the “Refer a friend” program through the app:

3 19. To take advantage of the program, existing users click the “Get \$10” button on the
4 app. Kalshi then generates a referral link and composes a text message for sharing with contacts.
5 And, users send the message and link to their contacts. Clicking the “Share link” button above
6 creates a text message. An example of the text message is shown below:



24 20. Kalshi’s “Refer a friend” program can also be accessed through the website. A
25 screenshot of the webpage is depicted below:

26
27



21. After the user clicks the “Invite friends” button, Kalshi generates a referral link, and directs existing users to copy the referral link:

Invite a friend, get \$25
You can earn up to \$1,000

You need to trade \$25 before claiming bonus

Copy link

22. Existing users copy the referral link and send the messages and link to their friends.

C. Kalshi’s “Refer a friend” Program violates CEMA.

23. Through the “Refer a friend” program, Kalshi initiates and assists in the transmission of electronic commercial text messages to Washington residents who have not clearly and affirmatively consented in advance to receive these text messages, and in fact have not consented to receive these text messages at all. Accordingly, Kalshi violates CEMA.

24. Kalshi’s “Refer a friend” text messages are commercial. They promote Kalshi’s

1 trading platform. And, they require recipients to sign up for Kalshi accounts.

2 25. Kalshi initiates the transmission of the commercial “Refer a friend” text messages
3 through its agents—i.e., its customers tasked with sending “Refer a friend” messages to their friends.

4 26. Kalshi users who use the “Refer a friend” process are agents of Kalshi. As described
5 in further detail above, Kalshi grants users the right to send out referral texts on its behalf. It creates
6 the links and tells Kalshi users to send out the referral texts. It also pays users rewards for referring
7 friends.

8 27. When initiating the transmission of “Refer a friend” text messages to their contacts,
9 Kalshi users are actual agents of Kalshi. Kalshi authorizes them to initiate the transmission of those
10 text messages on Kalshi’s behalf. Kalshi also controls the process for initiating the sending of
11 commercial text messages to Washington residents described above. Via both its website and its app,
12 Kalshi generates the referral links and referral web pages and directs existing customers to send the
13 messages. And, Kalshi pays existing users incentives for referring their friends, by offering lucrative
14 referral bonuses.

15 28. Kalshi users are also apparent agents of Kalshi. As described in further detail above
16 and below, Kalshi creates the impression that Refer a friend text message recipients are actually
17 dealing with Kalshi.

18 29. Kalshi also ratifies the initiation of the transmission of the commercial text messages.
19 Kalshi knows that users use the referral link (via both its mobile app and its website) to text cell
20 phone users in Washington because it promotes its referral program nationwide, including in
21 Washington, and knows that consumers nationwide and in Washington are likely to text cell phone
22 users in Washington with these texts. Kalshi also knows that the text messages are received by
23 Washington residents, because it keeps track of the geographic location of the consumers who click
24 the link and fill out the form, which has included Washington residents. It also knows that recipients
25 have not consented. Indeed, Kalshi fails to check whether the consumer has consented before
26 directing its existing users to send the “Refer a friend” messages.

27 30. In addition, Kalshi assists existing users in transmitting commercial text messages to

1 Washington residents who have not consented to receive the commercial text messages. As
2 explained in further detail above, Kalshi provides substantial assistance and support that allows
3 existing users to formulate, compose, send, and transmit the “Refer a friend” text messages. As
4 further described above, via both its website and its app, Kalshi directs existing users to send the
5 text messages, generates links for sending, and assists users in copying, pasting, and sending the text
6 messages. Kalshi also offers existing users lucrative referral bonuses for sending the texts to
7 Washington residents.

8 31. The text messages Kalshi initiates through its agents, and assists in transmitting, are
9 to Washington residents. Kalshi promotes its referral program nationwide, including to users in
10 Washington, who are likely to send the text messages to other Washington residents. In addition,
11 users nationwide are likely to send text messages to Washington residents, such as their friends and
12 family who live in Washington.

13 32. But for Kalshi initiating and assisting in transmitting the “Refer a friend” text
14 messages, Washington residents would not receive them.

15 33. The Washington residents to whom the text messages are transmitted have not
16 clearly and affirmatively consented in advance to receive these text messages.

17 34. Kalshi does not obtain clear and affirmative consent prior to the sending of these
18 text messages. In fact, Kalshi does not communicate with the recipients prior to the texts being sent,
19 much less obtain clear and affirmative consent.

20 35. In addition, Kalshi does not check whether the proposed recipient has in fact
21 consented to commercial text messages from Kalshi, even though it could. Kalshi maintains records
22 that show which cell phone numbers have consented to commercial text messages from Kalshi.
23 Thus, Kalshi could check whether a particular Washington cell phone number has—or has not—
24 consented to commercial text messages from Kalshi. But Kalshi does not check whether a recipient
25 has consent before sending the messages. Kalshi could, but does not, block the text messages from
26 being sent to Washington state residents that have not given clear and affirmative consent.

27 36. Kalshi also fails to require existing users to obtain consent prior to sending the text

1 messages on Kalshi’s behalf. It does not ask its users who use its “Refer a friend” program to prove
2 that they have obtained consent, or even to affirm that they have obtained consent, prior to sending
3 the text messages.

4 37. Neither the web version nor the app version of Kalshi’s “Refer a friend” program
5 mention consent at all.

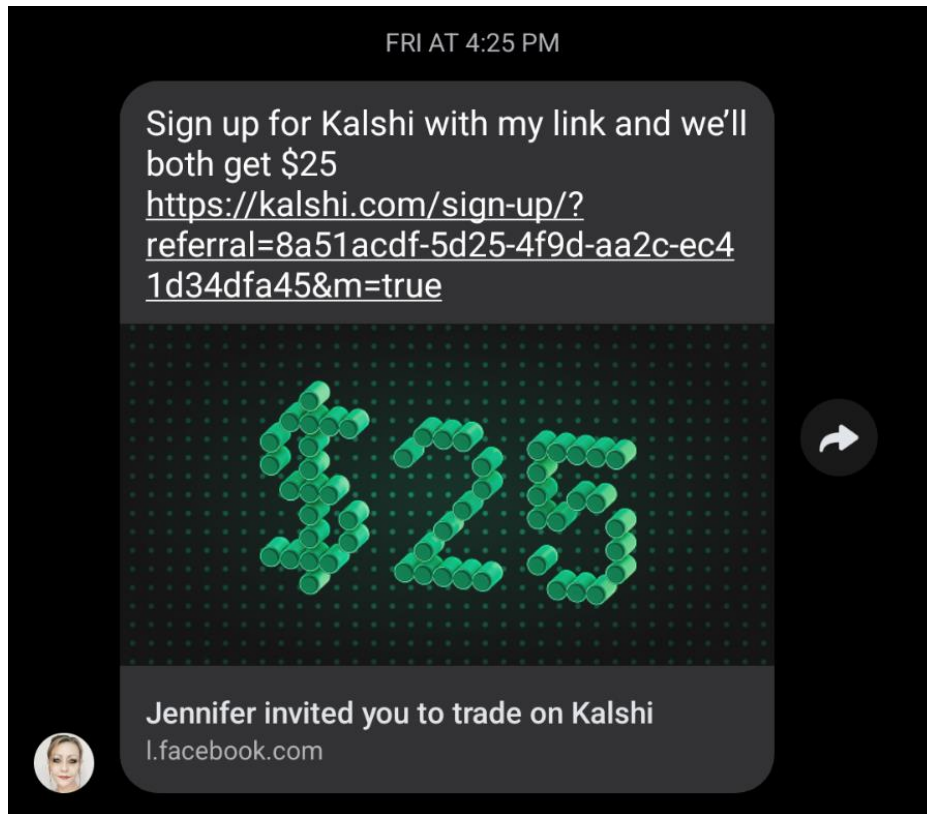
6 38. Kalshi knows, or consciously avoids knowing, that its commercial “Refer a friend”
7 text messages are being transmitted to Washington residents that have not clearly and affirmatively
8 consented in advance to receive its referral text messages. As discussed in greater detail above,
9 Kalshi promotes its “Refer a friend” program nationally, including to existing users in Washington.
10 Kalshi knows that existing users have contacts in Washington, and that they text referral links to
11 Washington consumers. Kalshi also knows that the text messages are received by Washington
12 residents, because it keeps track of which consumers click the referral link and fill out the form.
13 Kalshi also knows that recipients who receive the text messages have not clearly and affirmatively
14 consented.

15 39. In addition, for the reasons described above, Kalshi knows or consciously avoids
16 knowing that its existing users do not obtain clear and affirmative advance consent prior to texting
17 their contacts. As described above, Kalshi knows that existing users do not obtain consent because
18 the users are unaware that they are supposed to obtain consent prior to sending the messages (much
19 less clear and affirmative consent to receive commercial text messages). But instead of requiring
20 proof of consent, or prohibiting users from texting referrals without consent, Kalshi directs its
21 customers to send texts to Washington residents, and offers lucrative referral fees for doing so.
22 Kalshi benefits from the sending of illegal text messages to Washington residents, because it can
23 advertise its products, target new customers, and make money from new users in Washington.

24 **40. Plaintiff received illegal referral text messages from Kalshi, and was harmed**
25 **by Kalshi’s referral text messaging practices.**

26 41. On Friday, February 6, 2026, Plaintiff received an unsolicited text message inviting
27 him to sign up for a Kalshi account, while a resident of Ephrata, Washington.

1 42. A screenshot of the text message is shown below:



15 43. This message could not have been sent in its specific format (including the generated
16 image and link) without Kalshi's software and assistance.

17 44. Plaintiff did not provide clear and affirmative consent to receive the promotional or
18 marketing material from Kalshi via text message.

19 45. The text message contained text that was composed by Kalshi. In addition, the link
20 is from Kalshi and directs the recipient to a page at Kalshi.com. It contains an image generated by
21 Kalshi depicting the money that the recipient could receive from Kalshi by signing up. In short,
22 based on all information available to him, Plaintiff reasonably believed, as do other reasonable
23 consumers, that he was dealing with Kalshi and Kalshi's promotion, and that his contact was
24 sending him a Kalshi promotion via text on Kalshi's behalf.

25 46. But for Kalshi's initiating and assisting in transmitting the text message, Plaintiff
26 would not have received it.

1 47. Plaintiff had no means of opting out of receiving the unsolicited commercial text
2 message, and still has no means of opting out of future referral messages. So, Plaintiff faces an
3 imminent threat of future harm. But without an injunction, Plaintiff has no realistic way to stop the
4 transmission of future Kalshi referral messages to his personal phone number.

5 **V. Class Action Allegations.**

6 48. Plaintiff brings the asserted claims for the following Class: all persons who, within
7 the applicable statute of limitations period and without having given advance clear and affirmative
8 consent, received a Kalshi “Refer a friend” text message to their cellular telephone number while
9 residing in Washington.

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

18 **Numerosity & Ascertainability**

19 50. The proposed class contains members so numerous that separate joinder of each
20 member of the class is impractical. There are tens of thousands or more class members.

21 51. Class members can be identified through Kalshi’s records and public notice.

22 **Predominance of Common Questions**

23 52. There are questions of law and fact common to the proposed class. Common
24 questions of law and fact include, without limitation: (1) whether Kalshi’s “Refer a friend” text
25 messages are commercial text messages; (2) whether Kalshi violated CEMA and the Washington
26 Consumer Protection Act, and (3) class-wide injunctive relief necessary to prevent harm to Plaintiff
27 and the class.

1 **Typicality & Adequacy**

2 53. Plaintiff's claims are typical of the proposed class. Like the proposed class, Plaintiff
3 received an unwanted commercial text message sent to his telephone number on behalf of Kalshi.
4 There are no conflicts of interest between Plaintiff and the class.

5 **Superiority**

6 54. A class action is superior to all other available methods for the fair and efficient
7 adjudication of this litigation because individual litigation of each claim is impractical. It would be
8 unduly burdensome to have individual litigation of millions of individual claims in separate lawsuits,
9 every one of which would present the issues presented in this lawsuit.

10 **VI. Claims.**

11 **Count I: Violation of the Washington Commercial Electronic Mail Act: RCW §19.190 et seq.**

12 55. Plaintiff incorporates each and every factual allegation set forth above.

13 56. Plaintiff brings this cause of action on behalf of himself and members of the Class.

14 57. CEMA states, in relevant part, “no person conducting business in the state may
15 initiate or assist in the transmission of an electronic commercial text message to a Washington
16 resident” unless the recipient has “clearly and affirmatively consented in advance to receive these
17 text messages.” RCW §§ 19.190.060-19.190.070.

18 58. Kalshi is a “person,” as the term is defined by RCW § 19.190.010(11). Kalshi is a
19 corporation, and the statute’s definition of “person” includes a “corporation.”

20 59. Kalshi is a person “conducting business in the state” of Washington, as used in RCW
21 §19.190.060. Kalshi conducts business transactions within this state. Kalshi advertises and sells its
22 products and services to customers in this state, and serves a market for its products and services in
23 this state.

24 60. As alleged in detail above, Kalshi’s referral text messages are a “commercial text
25 message” under CEMA. They promote and advertise Kalshi’s prediction market trading platform.

26 61. As alleged in further detail above, Kalshi also violates CEMA by initiating and
27 assisting in the transmission of commercial text messages to Washington residents who did not

1 clearly and affirmatively consent in advance to receive the text messages. As described in further
2 detail above, users who sent the text messages to their contacts (pursuant to the “Refer a friend”
3 program) were actual and/or apparent agents of Kalshi. Kalshi ratified the actions of its users (i.e.
4 the sending of the text messages as described above).

5 62. As alleged in further detail above, Kalshi violates CEMA by initiating and assisting in
6 the transmission of commercial electronic text messages to Washington residents who did not
7 clearly and affirmatively consent in advance to receive the text messages. As described in further
8 detail above, through its “Refer a friend” feature on its app and website, Kalshi composes text
9 messages and referral links for its users to share via text messaging with others, including
10 Washington residents who have not consented to receive them.

11 63. Kalshi knew, or should have known, that the text messages were transmitted to
12 Washington residents who have not “clearly and affirmatively consented in advance to receive these
13 text messages.” RCW § 19.190.070(1)(b). As described in further detail above, Kalshi does not
14 require the existing users to obtain the necessary clear and affirmative prior consent before sending
15 the referral texts. And, the existing users do not obtain the consent. Kalshi itself does not obtain the
16 required consent prior to initiating and assisting in the transmission. In addition, as described in
17 further detail above, Kalshi markets its “Refer a friend” promotion nationwide, including to
18 residents in Washington. Kalshi further knows which Washington cell phone numbers have
19 consented to receive commercial text messages from it. Despite this, Kalshi does not check to see
20 whether a Washington consumer has consented to receive the messages, prior to initiating and
21 assisting in sending the Refer a friend messages.

22 64. As described in further detail above, Kalshi knew, or should have known, that these
23 text messages were sent to telephone numbers assigned to Washington residents for cellular
24 telephone service equipped with short message service.

25 65. As described in further detail above, Kalshi initiated and assisted in the transmission
26 of unsolicited text messages to Plaintiff and other members of the class. Plaintiff and class members
27 received the text messages.

1 66. Kalshi’s referral text messaging practices were a substantial factor and proximate
2 cause in causing damages and losses to Plaintiff and the class.

3 67. Plaintiff and the Washington class were injured as a direct and proximate result of
4 Kalshi’s conduct because (a) they have received an unsolicited commercial electronic text message
5 that Kalshi initiated and assisted in transmitting to their assigned telephone number; and (b) they
6 never provided clear and affirmative consent in advance to receive the commercial electronic text
7 messages.

8 68. Plaintiff seeks actual or statutory damages of \$500 per class member, whichever is
9 greater, reasonable attorneys’ fees, treble damages, and all other available relief.

10 **Count II: Violation of the Washington Consumer Protection Act: RCW § 19.86**

11 69. Plaintiff incorporates each and every factual allegation set forth above.

12 70. Plaintiff brings this cause of action on behalf of himself and members of the Class.

13 71. Kalshi has violated the Washington Consumer Protection Act (CPA), RCW Chapter
14 19.86.

15 72. Section 19.86.020 of the CPA states, “Unfair methods of competition and unfair or
16 deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”
17 RCW § 19.86.020.

18 73. Under the CPA, a private right of action “may ... be maintained for recovery of
19 actual damages, costs, and a reasonable attorney’s fee. A private plaintiff may be eligible for treble
20 damages,” and “may obtain injunctive relief, even if the injunction would not directly affect the
21 individual’s own rights.” Washington Pattern Jury Instruction Civil No. 310.00 (Consumer
22 Protection Act—Introduction) (internal citations omitted); RCW § 19.86.090.

23 74. As alleged in further detail above, Kalshi violates CEMA by initiating and assisting in
24 the transmission of commercial electronic text messages to Washington residents who did not
25 clearly and affirmatively consent in advance to receive the text messages. As described in further
26 detail above, Kalshi violates CEMA through its “Refer a friend” program on its app and website.

27 75. As described in further detail above, Kalshi initiated and assisted in the transmission

1 of unsolicited text messages to Plaintiff and other members of the class. Plaintiff and class members
2 received the text messages.

3 76. Kalshi’s referral text messaging practices were a substantial factor and proximate
4 cause in causing damages and losses to Plaintiff and the class.

5 77. Plaintiff and the Washington class were injured as a direct and proximate result of
6 Kalshi’s conduct because (a) they have received an unsolicited commercial electronic text message
7 that Kalshi initiated and assisted in transmitting to their assigned telephone number; and (b) they
8 never provided clear and affirmative consent in advance to receive the commercial electronic text
9 messages.

10 78. Plaintiff seeks actual or statutory damages of \$500 per class member, whichever is
11 greater, reasonable attorneys’ fees, treble damages, and all other available relief.

12 79. Violations of the CEMA are “not reasonable in relation to the development and
13 preservation of business” and are an “unfair or deceptive act in trade or commerce and an unfair
14 method of competition” for the purpose of applying the CPA. RCW § 19.190.100.

15 80. Kalshi’s acts or omissions are injurious to the public interest because these practices
16 were committed in the course of Kalshi’s business and were committed repeatedly before and after
17 Plaintiff received a commercial electronic text message that was transmitted through assistance from
18 Kalshi. These actions have injured other persons, and, if continued, have the capacity to injure
19 additional persons.

20 **VII. Jury Demand.**

21 81. Plaintiff demands the right to a jury trial on all claims so triable.

22 **VIII. Prayer for relief.**

23 82. Plaintiff seeks the following relief for himself and the proposed class:

- 24 • An order certifying the asserted claims, or issues raised, as a class action;
- 25 • A judgment in favor of Plaintiff and the proposed class;
- 26 • Damages, including statutory damages, treble damages, and punitive damages where
27 applicable;

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- Restitution;
- Rescission;
- Disgorgement, and other just equitable relief;
- Pre- and post-judgment interest;
- An injunction prohibiting Kalshi’s deceptive conduct, as allowed by law;
- Reasonable attorneys’ fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Dated: April 24, 2026

Respectfully submitted,

By: /s/ *Natalya P. Maze*
npm@mazelawgroup.com
MAZE LAW GROUP PLLC
1600B SW Dash Point Rd. #127
Federal Way, WA 98023
Telephone: 206-355-6314

Vivek Kothari (*pro hac vice* application forthcoming)
vivek@kothari.law
KOTHARI LAW
555 SE Martin Luther King Blvd.
Portland, OR 97214
Telephone: 503-567-6735

Jonathan D. Grunberg
jgrunberg@wgvlawfirm.com
WADE, GRUNBERG & WILSON, LLC
3100 Cumberland Blvd SE,
STE. 1130
Atlanta, GA 30339
Telephone: 404-600-1153

Attorneys for Plaintiff

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Nicholas Brown

(b) County of Residence of First Listed Plaintiff Ephrata (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) MAZE LAW GROUP, PLLC 1600-B SW Dash Point Rd., Suite 127, Federal Way, WA 98023: 206-355-6314

DEFENDANTS

Kalshi Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332. Brief description of cause: Violation of Washington's Commercial Electronic Mail Act

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: Apr 20, 2026 SIGNATURE OF ATTORNEY OF RECORD: Natalya P. Maze

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

Nicholas Brown, individually
and on behalf of all others similarly
situated

Plaintiff(s)

v.

Kalshi Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Kalshi Inc.
c/o The Company Corporation
251 Little Falls Drive,
Wilmington, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Vivek Kothari
Kothari Law
555 SE Martin Luther King Blvd., Suite 3022
Portland, OR 97214

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 04/20/2026

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: