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Case Number: 26-2-02405-31

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

MELISSA ERWIN, on her own behalf and on
behalf of others similarly situated,

Plaintiff,

vs.

LAKESHORE LEARNING
MATERIALS, LLC,

Defendant.

26-2-02405-31

No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Melissa Erwin, 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 Lakeshore Learning Materials, LLC (“Defendant” or “Lakeshore Learning”) 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).

1 13. In 1998, the Legislature found that the “volume of commercial electronic mail” was
2 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,
3 § 1.

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

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

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

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

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

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

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

23 21. Simply conducting the routine affairs of daily life often exposes consumers to
24 unanticipated and unwanted volumes of commercial email. “Nowadays, you need an email address
25 for everything from opening a bank account to getting your dog’s nails trimmed, and ... [o]nce
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

1 promotions throughout the year. It’s too much.” Kaitlyn Wells, *Email Unsubscribe Services Don’t*
2 *Really Work*, N.Y. Times Wirecutter (Aug. 19, 2024), <https://perma.cc/U8S6-R8RU/>.

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

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

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

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

14 26. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,
15 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that
16 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*
17 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.
18 2025).

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

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

24 **B. The subject lines of Lakeshore Learning marketing emails make false time
25 scarcity claims.**

26 29. One common way online marketers “manipulate consumer choice by inducing false
27 beliefs” is to create a false sense of urgency or to falsely claim that consumers’ time to act is scarce.

1 Fed. Trade Comm’n, *Bringing Dark Patterns to Light* 4 (2022), <https://perma.cc/847M-EY69/>; see
2 also U.K. Competition & Mkts. Auth., *Online Choice Architecture—How Digital Design Can*
3 *Harm Competition and Consumers* 26 (2022), <https://perma.cc/V848-7TVV/>.

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

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

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

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

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

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

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

37. Indeed, one 2019 study found that “customers who took timed deals rather than

1 waiting to see wider options ended up worse off than those who waited.” *Id.* at 27.

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

5 39. These false time scarcity claims are a staple of the defendant’s email scheme to
6 compel consumers to purchase its products.

7 40. Lakeshore Learning is an educational supply store with brick-and-mortars in 30
8 states. The company’s merchandise is also available online at www.lakeshorelearning.com.

9 41. To advertise its products and encourage purchases, Lakeshore Learning spams
10 consumers with emails promoting deals on their products.

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

14 43. Once it hooks consumers on the advertised promotion, Lakeshore Learning uses
15 the subject lines of follow-up emails to present the deal as a scarce or time-limited opportunity.
16 This strategy commands consumers’ attention and pressures them to make online purchases before
17 Lakeshore Learning’s false “deadline.” Then, once the originally advertised “deadline” has passed,
18 Lakeshore Learning knowingly extends the promotion to a new end date.

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

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

46. Lakeshore Learning recently deployed this scheme during its 2025 Cyber Monday
event.

1 47. In the early hours of Monday, December 1, 2025, Lakeshore Learning sent an email
2 to consumers promoting its Cyber Monday Sale, with the subject line “ ⚡ One Day Only! 30%
3 Off One Nonsale Item!”.

4 48. The body of the December 1 email emphasized that the sale was for a “LIMITED
5 TIME ONLY” and stated that the offer was valid with the code “9312” through December 1, 2025.

6 49. But Cyber Monday was not the last day for the Cyber Monday Sale.

7 50. On *Tuesday*, December 2, 2025, Lakeshore Learning spammed consumers with
8 another email promoting the same Cyber Monday Sale (“30% off one nonsale item”) accessible
9 through the same “9312” code, with a subject heading saying: “ 🙌 30% Off Extended One More
Day!”

10 51. Indeed, that very same Cyber *Monday* Sale was offered through *Wednesday*,
11 December 3, 2025, when Lakeshore Learning spammed consumers once more with the subject
12 line “ 🕒 Final Extension—30% Off Ends Tonight!”

13 52. Thus, within the course of a single promotion, Lakeshore Learning used the subject
14 lines of its marketing emails to communicate not one, but two false deadlines for its Cyber Monday
15 promotion. Despite claiming that the offer was for “One Day Only” on December 1 and extended
16 for “One More Day” on December 2, the true deadline was December 3, 2025. Lakeshore
17 Learning’s December 1 and December 2 subject lines delivered false information in consumers’
inboxes.

18 53. Reviewing its marketing emails from 2024 reveals that Lakeshore Learning’s 2025
19 Cyber Monday promotion was merely a repeat performance of past successes.

20 54. On December 2, 2024, Lakeshore Learning began promoting its Cyber Monday
21 Sale for “30% off one nonsale item + up to 50% off select items,” via a mass email with the subject
22 line “ ⚡ One Day Only! Cyber Monday Is Lit.” In the body of this email, Lakeshore Learning
23 emphasized that the sale was “TODAY ONLY!” and explicitly stated that the offer was only valid
through December 2, 2024.

24 55. Just hours later, Lakeshore Learning spammed consumers with another email

1 advertising the Cyber Monday Sale with the subject heading “The Clock Is Ticking: Bright Deals
2 End Soon! ⌚ [.]” The body of the email highlighted that the offer was in its “FINAL HOURS!”
3 and again emphasized the December 2, 2024, deadline.

4 56. But this Cyber Monday Sale was not in its “final hours,” as Lakeshore Learning
5 falsely purported.

6 57. In fact, on December 3, 2024, Lakeshore Learning “extended” the Cyber Monday
7 Sale, offering the same “30% off one nonsale item” discount via email with the subject heading
8 “Plot Twist! Cyber Monday Continues[.]”

9 58. Thus, the December 3, 2024, email confirmed the falsity of the December 2, 2024,
10 subject line. The Cyber Monday sale was not “One Day Only” as Lakeshore Learning claimed in
11 the title of its December 2 email.

12 59. Lakeshore Learning is practiced in this bait-and-switch scheme—where it names a
13 deal for a date-specific event or holiday, promotes the deal in emails leading up to the ubiquitous
14 event, misrepresents to consumers that the deal is “ending” on the big day, and then “extends” the
15 deal after the holiday is but a memory.

16 60. Indeed, Lakeshore Learning has been using this scheme for Cyber Monday
17 marketing since 2023, at least. The following example demonstrates Lakeshore Learning’s
18 consistency in deploying its deceptive strategy.

19 61. In the afternoon of Monday, November 27, 2023, Lakeshore Learning sent an email
20 to consumers promoting its Cyber Monday Sale (which offered “30% off one nonsale item”) with
21 the subject line “Last Chance to Click & Save!”

22 62. The November 27 email emphasized not once, but twice that the sale was valid
23 “only through 11/27/2023, 11:59 PT” in the body of the email as well as in the fine print of the
24 email.

25 63. But Cyber Monday was not the last day for the Cyber Monday Sale.

64. The very next day, *Tuesday*, November 28, 2023, Lakeshore Learning spammed
consumers with another email promoting the same Cyber Monday Sale (“30% off one nonsale

1 item”), with a subject heading saying: “Extended! Cyber Monday Savings.” The body of the email
2 falsely claimed that the sale was “extended by popular demand.”

3 65. As confirmed by the November 28, 2023, email, that very same Cyber *Monday* Sale
4 was offered through *Thursday*, November 30, 2023.

5 66. Unfortunately, Lakeshore Learning does not reserve these anti-consumer tactics
6 solely for its Cyber Monday sales. In fact, Lakeshore Learning deployed these deceptive strategies
7 on multiple occasions throughout 2023 and 2024.

8 67. Another example of this scheme came in an email on May 1, 2023, with the subject
9 line “👉 Teacher Appreciation Week Starts Now!”. In that message, Lakeshore Learning began
10 promoting its “Teacher Appreciation Celebration” offering “\$15 off \$50” and “\$30 off \$100,”
11 accessible via the code “3708”, which Lakeshore claimed was “[v]alid through 5/7/23” only. It
12 promoted the Teacher Appreciation Celebration through daily emails from May 1 – 10, 2023.

13 68. On May 5, 2023, Lakeshore Learning sent a mass email to consumers with the
14 subject line: “Just a of[sic] Couple Days Left!”. Lakeshore Learning listed the 5/7/23 deadline
15 again twice in the body of this email.

16 69. Then, on Saturday, May 6, 2023, Lakeshore Learning spammed consumers again
17 with an email, saying in the subject heading: “One More Day to Save!” Reinforcing this message,
18 text in the email told consumers that the Teacher Appreciation Celebration was in its “FINAL
19 DAYS” and the “\$15 off \$50” and “\$30 off \$100” offer was valid until May 7, 2023.

20 70. The logical conclusion from this messaging—one that Lakeshore Learning wanted
21 consumers to make—was that its “\$15 off \$50” and “\$30 off \$100” discounts for the Teacher
22 Appreciation Celebration, would end on May 7, 2023.

23 71. However, on May 8, 2023, Lakeshore Learning spammed consumers with an email
24 offering the exact same discount, accessible through the identical “3708” code, saying, “Extended!
25 Last Call for Teacher Appreciation.”

72. As the May 8, 2023, email proves, Lakeshore Learning’s May 5 and May 6, 2023,
subject lines communicated a false deadline to consumers.

1 73. Lakeshore Learning deployed this bait-and-switch strategy again in July 2024 while
2 advertising for its “Deal days.” Lakeshore Learning promoted this sale through daily emails from
3 July 8 – July 13, 2024.

4 74. Lakeshore Learning began this purported 3-day sale on Monday July 8, 2024,
5 offering “25% off one nonsale item” for “3 Days Only!”

6 75. The next day, on July 9, 2024, Lakeshore Learning emphasized the purported
7 limited nature of the sale with a subject line that read, “🚨 One More Day for This Deal!”. The
8 body of the email again advertised “25% off one nonsale item” for “3 Days Only!” and listed
9 7/10/24 as the deadline *two times* throughout the body of the email and in the fine print.

10 76. Then, on Wednesday July 10, 2024 (*i.e.* day 3 of the sale), Lakeshore Learning
11 spammed consumers with an email with the headline: “🕒 Last Day for 25% Off One Nonsale
12 Item!”, emphasizing the scarcity of time left on the deal with the body of the email again stating,
13 “3 Days Only!” and explicitly providing an end date of July 10, 2024 for the offer.

14 77. But this sale did not enter its “last day” on July 10, 2024.

15 78. The next morning, July 11, 2024, Lakeshore Learning sent an email with the subject
16 line saying “😊 You Asked, We Answered!” where it “extended” its offer of “25% off one nonsale
17 item.” And the “final day” for this sale did not arrive until two days later on Saturday July 13,
18 2024.

19 79. These examples of the commercial emails that Lakeshore Learning has sent
20 consumers containing subject lines with false or misleading statements are attached to this Class
21 Action Complaint as Exhibit A.

22 **C. Lakeshore Learning knows when it sends emails to Washington residents.**

23 80. A sophisticated commercial enterprise like Lakeshore Learning, which is engaged
24 in persistent marketing through mass email campaigns across the United States, has several ways
25 of knowing where the recipients of its marketing emails are located. The means it employs are
peculiarly within its knowledge.

81. First, the sheer volume of email marketing that Lakeshore Learning engages in puts

1 it on notice that Washington residents would receive its emails. Since 2023, Lakeshore Learning
2 has been blasting out emails at a rate averaging 284 per year, 24 per month, and more than five per
3 week.

4 82. Second, Lakeshore Learning may obtain location information tied to email
5 addresses when consumers make purchases from its digital platforms,
6 including www.lakeshorelearning.com, or otherwise self-report such information to Lakeshore
7 Learning.

8 83. Third, Lakeshore Learning may obtain location information tied to email addresses
9 by tracking the IP addresses of devices used to open its emails, which in turn can be correlated to
10 physical location (as illustrated, for example, by the website <https://whatismyipaddress.com/>).

11 84. Specifically, Lakeshore Learning likely uses Salesforce Marketing Cloud to
12 manage its email marketing campaigns. This platform should allow Lakeshore Learning to access
13 a list of every email address that was sent a marketing email. It should also allow Lakeshore
14 Learning to determine which email addresses viewed the emails and to produce a list of every link
15 that each mail recipient clicked on.

16 85. Lakeshore Learning is likely able to infer the general geographic location of
17 recipients by state based on their IP address at the time of email open or link click.

18 86. Fourth, Lakeshore Learning may obtain location information tied to email
19 addresses by purchasing consumer data from commercial data brokers such as Acxiom, Oracle,
20 and Equifax, which sell access to databases linking email addresses to physical locations, among
21 other identifiers.

22 87. Fifth, Lakeshore Learning may obtain location information tied to email addresses
23 by using “identity resolution” services offered by companies such as LiveRamp, which can connect
24 consumers’ email addresses to their physical locations, among other identifiers.

25 88. Sixth, Lakeshore Learning may obtain information that the recipients of its
marketing emails are Washington residents because that information is available, upon request,
from the registrant of the Internet domain names contained in the recipients’ email addresses. *See*

1 RCW 19.190.020(2).

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

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

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

10 91. Plaintiff has received email promotions from Lakeshore Learning, including the
11 December 1, 2025, Cyber Monday promotion with the headline, " ⚡ One Day Only! 30% Off One
12 Nonsale Item!", described *supra* ¶¶ 46-48.

13 92. This email was false or misleading in violation of CEMA, for misrepresenting the
14 timing of the deals and as further described herein.

15 93. This emails contained false statements of fact as to the "duration or availability of
16 a promotion." *Brown*, 567 P.3d at 47.

17 **V. CLASS ALLEGATIONS**

18 94. 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 95. 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 have a
25 controlling interest; undersigned counsel for Plaintiff; and all judges and court staff to whom this
26 action may be assigned, as well as their immediate family members.

27 96. The Class Period extends from the date four years before this Class Action

1 Complaint is filed to the date a class certification order is entered in this action.

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

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

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

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

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

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

23 103. The questions of law or fact common to the members of the Class predominate over
24 any questions affecting only individual members, in that, among other ways, Defendant has

1 violated their rights under the same laws by the same conduct, and the only matters for individual
2 determination are the number of false or misleading emails received by each Class member and
3 that Class member’s resulting damages.

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

8 VI. CLAIMS TO RELIEF

9 First Claim to Relief

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

11 105. Plaintiff incorporates and realleges paragraphs 1–93 above.

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

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

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

21 109. Defendant initiated the transmission, conspired with another to initiate the
22 transmission, or assisted the transmission of such messages to electronic mail addresses that
23 Defendant knew, or had reason to know, were held by Washington residents, including because
24 Defendant knew that Plaintiff and putative members were Washington residents as such
25 “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).

110. 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).

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

5 **Second Claim to Relief**

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

7 112. Plaintiff incorporates and realleges paragraphs 1-93 above.

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

10 114. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

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

13 116. 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.”
RCW 19.190.020(1)(b).

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

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

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

23 120. Defendant initiated the transmission, conspired with another to initiate the
24 transmission, or assisted the transmission of such messages that contained false or misleading

1 information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

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

5 **VII. JURY DEMAND**

6 122. Plaintiff will demand a jury trial by separate document in accordance with Local
7 Civil Rule 38(b)(1).

8 **VIII. PRAYER FOR RELIEF**

9 Plaintiff asks that the Court:

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

11 B. Enter a judgment in Plaintiff’s and the Class’s favor permanently enjoining
12 Defendant from the unlawful conduct alleged;

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

14 D. Award Plaintiff’s costs of suit, including reasonable attorneys’ fees; and

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

16
17 *[Counsel signatures to follow on next page.]*
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1 RESPECTFULLY SUBMITTED AND DATED this 6th day of March, 2026.

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