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KING COUNTY
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CASE #: 26-2-09263-0 SEA

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

KELLY ISBELL, on her own behalf and on
behalf of others similarly situated,

Plaintiff,

vs.

STEVE MADDEN, LTD.,

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Kelly Isbell, 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 Steve Madden, Ltd., (“Steve Madden”) as follows:

I. INTRODUCTION

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

2. Among other things, CEMA prohibits transmitting a commercial email with “false or misleading information in the subject line” to the email address of a Washington resident.” RCW

1 19.190.020(1)(b).

2 3. Defendant Steve Madden engages in the precise activity which CEMA prohibits.

3 4. Steve Madden spams Washington consumers, including Plaintiff, with commercial
4 emails featuring subject lines which employ various tactics to create a false sense of urgency in
5 consumers' minds—and ultimately, from consumers' wallets.

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

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

12 7. Plaintiff challenges Steve Madden's harassment of Washington consumers with
13 deceptive marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and
14 the Consumer Protection Act (RCW 19.86.020) for injuries caused, additionally seeking injunctive
15 relief against such violations in the future.

16 **II. JURISDICTION AND VENUE**

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

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

20 **III. PARTIES**

21 10. Plaintiff Kelly Isbell is a resident of King County, Washington.

22 11. Defendant Steve Madden, Ltd., is a Delaware corporation with its principal address
23 at 5216 Barnett Avenue, Long Island City, NY 11104, and a registered agent in the State of
24

1 Washington at Cogency Global Inc., 1780 Barnes Blvd. SW, Tumwater, WA, 98512.

2 **IV. FACTUAL ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 39. These false time scarcity claims are a staple of the defendant’s marketing scheme
22 to compel consumers to purchase its products.

23 40. Steve Madden is a footwear and apparel fashion brand that markets and sells shoes,
24

1 clothing, swimwear, and various fashion accessories. The company's merchandise is available at
2 its brick-and-mortar stores, on its website, www.stevemadden.com, and through other retailers.

3 41. To advertise its products and encourage purchases from its stores and
4 stevemadden.com, Steve Madden routinely sends spam emails to consumers. These emails are part
5 of a calculated marketing strategy that Steve Madden orchestrates in advance to maximize sales
6 by distorting factual information about the duration and availability of its promotions.

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

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

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

1 45. First, Steve Madden sends consumers an email advertising a new promotion. It did
2 so on January 5, 2023, in an email titled: "Everything Under \$80[.]" A link within the message
3 directed consumers to Steve Madden's website where they could shop the "Warehouse Sale."

4 46. For its next step, Steve Madden uses the subject lines of its follow-up emails to
5 assert false time pressure on recipients. Such headlines urge consumers to purchase from Steve
6 Madden by warning them that the offer is coming to an end.

7 47. Steve Madden did so, regarding its Warehouse Sale, on January 8, 2023 (three days
8 after its first email). An email sent on January 8 carried the subject line: "Our Biggest Sale – Ends
9 Tonight 🥹 [.]"

10 48. Despite the weeping emoji and unambiguous deadline contained in the email's
11 subject header, January 8, 2023 was not the expiration date for the Warehouse Sale. Instead of
12 providing consumers with accurate terms, the shoe retailer opted to tread a more deceitful path.

13 49. In the final stage of its scheme, Steve Madden replaces the advertised deadline with
14 the real deadline, purportedly extending the life of the promotion. For the Warehouse Sale, Steve
15 Madden announced the "extension" on January 9, 2023, in an email titled: "WAREHOUSE SALE.
16 ONE MORE DAY!" The message confirmed that the promotion would continue beyond the
17 deadline that Steve Madden previously, and clearly, communicated to consumers in its January 8,
18 2023, subject line.

19 50. Thus, one day after warning consumers that the sale was ending, Steve Madden
20 extended the event, thereby proving the falsity of the January 8 subject heading. Consumers in
21 receipt of the earlier emails were not at risk of missing the discount/promotion because Steve
22 Madden did not end the promotion on January 8, as advertised. The false conclusion of the
23 Warehouse Sale is but one instance of Steve Madden's misleading marketing strategy meant to
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1 compel consumers to purchase items from its stores and website. All of these techniques are bait
2 and switch tactics designed to mislead consumers about the duration and availability of a
3 promotion.

4 51. Rather than tone down its deceptive strategy, Steve Madden intensified it in the
5 months and years to follow. The subject lines that Steve Madden transmitted to advertise its 2024
6 Labor Day were laced with deception as well.

7 52. An email sent to consumers on August 30, 2023, announced the sale within its
8 subject line: "SECRETS OUT → SALE Starts Now[.]" Text within the email touted savings of
9 up to 50% off.

10 53. Then, on September 4, 2023, Steve Madden sent an email about the 50% off sale
11 with an explicit end date. The message delivered the deadline in the email's title: "ENDS
12 TONIGHT[.]" The email's preview text further emphasized that it was consumers' "Last chance
13 for up to 50% off" while a graphic inside the message featured two scrolling banners which
14 repeated the subject line's urgent "ENDS TONIGHT" warning.

15 54. The September 4 subject line and the deadline it advertised, however, were untrue.

16 55. The headlines' falsity was confirmed the following day, September 5, 2023, when
17 Steve Madden transmitted an email titled: "Today Only → SALE EXTENDED[.]"

18 56. By stuffing consumer inboxes with such misinformation, Steve Madden ensures
19 that email recipients lack the accurate details needed to make educated buying decisions.

20 57. A few months later, Steve Madden deployed this scheme for its Black Friday sale.

21 58. As the 2023 Black Friday event neared its advertised end, Steve Madden urged
22 consumers to act lest they miss the opportunity for a 30% sitewide discount. A November 24, 2023,
23 email warned that the event was ending within its subject line: "Uh Oh... Black Friday Ends
24

1 Tonight[.]” The email’s preview text told consumers to “[s]hop now” while a graphic within the
2 body of the email repeated a “FINAL HOURS” warning in all caps, six times—reinforcing the
3 deceptive header.

4 59. However, Steve Madden never intended to end that 30% off sale on November 24.
5 Despite the deadline announced in the November 24 subject line and the “FINAL HOURS”
6 warning touted inside the message, fine print at the bottom of the email revealed that the planned
7 deadline was in fact “11/26/23 at 5:59am ET.” This small text within the same email confirmed
8 that the message’s title was a contrived misrepresentation. November 24 was not—and was never
9 intended to be—the expiration date for the Black Friday sale.

10 60. The falsity of the November 24 email’s subject heading is reinforced by a follow-
11 up email transmitted by Defendant on November 25, 2023, and titled: “OVER A THOUSAND
12 STYLES AT 30% OFF[.]” Text at the top of the email advised that the sale was “EXTENDED 1
13 DAY ONLY[.]” Below that, “BLACK FRIDAY” appeared in bold, black font positioned above
14 larger, red font which repeated the Black Friday offer: “30% OFF SITEWIDE[.]” The email’s
15 preview text boldly stated: “Extended until tonight only. You just got lucky.”

16 61. In addition to conflating luck with lies, the November 25 email proved the falsity
17 of the November 24, 2023, subject line by announcing the sale’s extension beyond the advertised
18 deadline.

19 62. Fresh off the heels of its Black Friday scheme and before the month could end,
20 Steve Madden wedged another deceptive subject line into its marketing campaign.

21 63. On November 27, 2023, it sent consumers an email concerning the end of its Cyber
22 Monday sale. The message was titled: “35% Off Sitewide Ends TONIGHT[.]” The email’s preview
23 text encouraged recipients to “[t]reat yourself before it’s too late[.]” Inside the message, two
24

1 banners repeated “ENDS TONIGHT” six times while fine print provided a more specific deadline
2 for the discount: “35% off sitewide expires on 11/28/2023 at 5:59am ET.”

3 64. Despite clearly articulating the sale’s end date in the subject line, warning that the
4 sale was in its “FINAL HOURS” no less than six times within the email body, and specifying the
5 precise minute of the sale’s conclusion in its fine print, the November 27 email’s subject heading
6 failed to include the very information that consumers need if they are to be well-informed
7 concerning a particular deal: when it actually ends.


8 65. Later in the day, Steve Madden continued to pressure consumers with its fake
9 deadline. In the afternoon of November 27, 2023, it sent an email with the subject line: “FINAL
10 HOURS FOR 35% OFF[.]” Inside, the body of the email repeated the “FINAL HOURS” warning
11 while the fine print reflected the same precise expiration date for the promotion: “35% off sitewide
12 expires on 11/28/2023 at 5:59am ET.”

13 66. The real deadline was provided on November 28, 2023, when Steve Madden sent
14 an email titled: “LITERALLY YOUR LAST CHANCE[.]” The message confirmed that the 35%
15 sitewide discount was extended and provided the real end date within its fine print: “35% off
16 sitewide expires on 11/29/2023 at 5:59am ET.”

17 67. Thus, the urgency, deadline, and subject lines which Steven Madden deployed to
18 pressure consumers on November 27 were false.

19 68. Steve Madden’s use of misleading subject lines for its 2023 Black Friday and Cyber
20 Monday sales were not one-off occurrences. Rather, emails from 2024 demonstrate that false time
21 pressure is always on-trend for the shoe retailer.

22 69. Without missing a step, Steve Madden re-deployed its scheme for the 30% off
23 Black Friday promotion in 2024. As the sale neared its end, Steve Madden sent an email on
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1 November 29, 2024, warning consumers of the impending deadline within its title: “ LAST
2 CALL: 30% OFF[.]” The email’s preview text warned that “Black Friday ends soon” while “LAST
3 CHANCE” loomed over the body of the message. Steve Madden intended for consumers to
4 interpret the “LAST CALL” and “LAST CHANCE” warnings as though November 29 were their
5 final opportunity to receive the 30% off discount. It was not.





6 70. The following day, November 30, 2024, Steve Madden transmitted an email
7 announcing that the sale was not over within its subject line: “OK, 1 MORE DAY: 30% OFF[.]”
8 Inside the email, white text set against a red background proclaimed: “EXTENDED 1 DAY
9 ONLY[.]” The message’s preview text treated the news as though it were an act of unplanned
10 beneficence: “Surprise. Now act fast.” It was not.

11 71. The November 30, 2024, email merely confirmed that the “Last Call” Steve
12 Madden pronounced in its November 29 subject line was untrue. The promotion was extended and
13 consumers had additional time to participate.

14 72. Reliably, Steve Madden reprised its deceptive approach for the “Black Friday Haul”
15 event in 2025.



16 73. A November 26, 2025, email announced the opening of the promotion in its subject
17 line: “It’s Here: 30% OFF SITEWIDE[.]” Fine print at the bottom of the email specified its exact
18 end: “30% off sitewide expires on 12/3/2025 at 5:59am ET.”

19 74. While Steve Madden intended to end the promotion on “12/3/2025” from the very
20 beginning, it misled consumers by transmitting marketing emails which suggested that the sale
21 was ending well before the real deadline.

22 75. On November 28, 2025, it sent an email with the subject line: “Final Call For 30%
23 OFF SITEWIDE     [.]” Thus, five days before the sale’s actual conclusion, Steve
24



1 Madden was already pelting consumers with suggestions of a false deadline. Steve Madden also
2 played on consumers' natural inference that a Black Friday promotion would end on Black Friday.
3 The email's preview text urged consumers to "Use code FRIDAY before it's too late." To further
4 suggest that *Friday*, November 28, 2025, was the last day for the Black Friday event, the email
5 included two red banners with "LAST CHANCE" appearing in white, pulsating font.

6 76. Despite the claim in the November 28, 2025, subject line, that date was not the
7 "Final Call" for the 30% discount, nor was it ever intended to be.

8 77. On November 29, 2025, Steve Madden sent consumers an email which represented
9 that the sale was extended. The message was titled: "Plot Twist: Sitewide Sale's Not
10 Over   [.]". A graphic inside proclaimed, "Sale Extended!" while the email's preview text
11 peddled another lie: "30% off sitewide—one more day." However, Steve Madden knew it had not
12 extended the sitewide sale because fine print within emails advertising the promotion clearly stated
13 that it would end "on 12/3/2025 at 5:59am ET."

14 78. The extension was mere contrivance—a necessary one because, without it,
15 consumers might believe the false deadline reflected in the November 28 subject line concluded
16 the discount. The date supplied in the fine print further confirms that Steve Madden knew its claim
17 in the preview text, that the 30% discount would continue for "one more day[.]" was also false.

18 79. What did continue were Steve Madden's misrepresentations.

19 80. Later in the day, on November 29, 2025, it continued to suggest that the 30%
20 sitewide discount was ending. An email sent at that time carried the subject line: "ALMOST
21 OVER: 30% OFF SITEWIDE   [.]". The email's preview text cautioned consumers: "Don't
22 miss the finale." Again, a graphic in the email body featured two red banners with pulsating white
23 text emphasizing the conclusion of the special pricing: "ENDS TONIGHT[.]"
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1 81. Steve Madden, however, knew the subject line was false when it transmitted the
2 message. It was well aware that the discount was not “ALMOST OVER” and that its “ENDS
3 TONIGHT” warnings were based in deception rather than fact. Fine print at the bottom of the
4 November 29, 2025, email, stating that the “30% off sitewide discount “expires on 12/3/2025 at
5 5:59am ET” confirms as much.

6 82. A November 30, 2025, email titled, “Cyber Sale Just Dropped 🎁[.]” provides
7 additional confirmation. Inside, the message re-branded the 30% off sitewide discount as a Cyber
8 Monday promotion and updated the discount code to “CYBER” while keeping the small text at
9 the bottom of the email with the true deadline for the special pricing: “30% off sitewide expires
10 on 12/3/2025 at 5:59am ET.”

11 83. Steve Madden always intended to end its 30% off sitewide discount on December
12 3, 2025. Had it intended to provide customers with accurate deal terms, Steve Madden would have
13 clearly featured and communicated the real deadline in the marketing emails it transmitted to
14 consumers. Instead, it buried that fact in small text at the bottom of its messages and used the
15 subject headings of its commercial emails to deliver fabricated deadlines—including the
16 November 28 and November 29 and subject lines—and false extensions. These deceptive practices
17 were meant to mislead consumers regarding the time scarcity of Steve Madden’s promotions.

18 84. Sales extensions are not the only means by which Steve Madden deploys its
19 deceptive strategy. It has leveraged false time scarcity against consumers with other promotions as
20 well. In some instances, Steve Madden pressures consumers to buy quickly—because the
21 opportunity to receive an offer or obtain special pricing is coming to an end—only to advertise the
22 same or better terms shortly thereafter.

23 85. The close of Steve Madden’s Black Friday event in 2024 serves as an example.
24

1 86. On November 30, 2024, Steve Madden sent consumers an email announcing the
2 end of the 30% sitewide discount in its subject line: “Final Round: 30% OFF ENDS TONIGHT[.]”
3 Inside, a graphic at the top of the email featured two banners repeating “ENDS TONIGHT” from
4 end to end while fine print specified: “30% off sitewide expires on 12/1/2024 at 5:59am ET.” Then,
5 to suggest that consumers could rely on its representations in the email’s subject line, Steve
6 Madden included preview text which simply stated, “Seriously.”

7 87. However, Steve Madden was not serious about the end of sitewide discounts. The
8 opportunity did not come to an end on November 30 because Steve Madden offered an improved
9 discount the very next day.

10 88. An email sent on December 1, 2024, was titled “Sundays Are Better With 35%
11 OFF” and announced a Cyber Monday promotion which offered 35% off sitewide—a deal that
12 encompassed and exceeded the 30% off sale. So, November 30 wasn’t the “Final Round” for
13 sitewide discounts. It was merely a lead-up to the deeper discount to come.

14 89. The misleading nature of these communications couldn’t be clearer. Consumers in
15 receipt of the November 30 email are urged to visit Steve Madden’s website and buy quickly
16 because, according to the subject lines sent on that date, reduced pricing was in its “Final Round[.]”
17 However, the very next day, consumers could still obtain 30% off pricing, along with 5% more in
18 additional discounts.

19 90. Consumers who ignored Steve Madden’s November 30, 2024, subject line were, in
20 effect, better off having done so. This fact aptly demonstrates the harm that consumers may
21 experience when retailers conceal the truth. The false time scarcity manufactured by Steve Madden
22 might compel a buyer to purchase from Steve Madden so they can obtain the advertised discounts
23 before the promotion’s advertised ending. Were that buyer not deceived into believing that their
24

1 chance for a discount was expiring, they might have researched other options or, at the very least,
2 waited a few days and received an additional 5% discount on their purchase.

3 91. Steve Madden committed the same misrepresentations during its Black Friday and
4 Cyber Monday events in 2023, as well.

5 92. On November 25, 2023, it sent consumers an email with the subject line: "FINAL
6 HOURS[.]" Much like its subject line, the body of the email, emphasized that the 30% off sitewide
7 discount was in its "FINAL HOURS." The email's preview text further announced that it was the
8 "last call" for the discount.

9 93. However, after transmitting these time scarcity claims, Steve Madden proved them
10 false.

11 94. The following day, on November 26, 2023, Steve Madden sent an email as part of
12 its Cyber Monday promotion. The message was titled, "Make A Statement And Take 35% OFF"
13 and confirmed the 35% discount was also sitewide.

14 95. Thus, the November 25, 2023, subject line was meant to mislead consumers into
15 believing that their opportunity for a substantial discount was coming to an end. All the while,
16 Steve Madden planned to offer a better discount the following day.

17 96. As the subject lines of its marketing emails demonstrate, Steve Madden employs a
18 strategy where it pressures consumers to purchase products by falsely representing the limited
19 availability of its offers.

20 97. These and other examples of Steve Madden's commercial emails whose subject
21 lines contain false or misleading statements are attached to this Class Action Complaint as Exhibit
22 A.

1 **C. Steve Madden knows when it sends emails to Washington residents.**

2 98. A sophisticated commercial enterprise, like Steve Madden, which is engaged in
3 persistent marketing through mass email campaigns across the United States, has several ways of
4 knowing where the recipients of its marketing emails are located. The means it employs are
5 peculiarly with its knowledge.

6 99. First, the sheer volume of email marketing that Steve Madden engages in put it on
7 notice that Washington residents would receive its emails. For example, during the years 2023
8 through 2025, Steve Madden sent marketing emails at a rate averaging roughly, 1,160 per year, 96
9 per month, and 3.17 per day.

10 100. Second, Steve Madden may obtain location information tied to email addresses
11 when consumers make purchases from Steve Madden through digital platforms, or otherwise self-
12 report such information to Steve Madden.

13 101. Third, Steve Madden may obtain location information tied to email addresses by
14 tracking the IP addresses of devices used to open Steve Madden's emails, which in turn can be
15 correlated to physical location (as illustrated, for example, by the website
16 <https://whatismyipaddress.com/>).

17 102. Specifically, Steve Madden appears to use Ometria with Bird (formerly SparkPost)
18 to manage its email marketing campaigns. This platform should allow Steve Madden to access a
19 list of every email address that was sent a marketing email. It should also allow Steve Madden to
20 determine which email addresses viewed each emails and to produce a list of every link that each
21 mail recipient clicked on.

22 103. Fourth, Steve Madden may obtain location information tied to email addresses by
23 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
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1 which sell access to databases linking email addresses to physical locations, among other
2 identifiers.


3 104. Fifth, Steve Madden may obtain location information tied to email addresses by
4 using “identity resolution” services offered by companies such as LiveRamp, which can connect
5 consumers’ email addresses to their physical locations, among other identifiers.


6 105. Sixth, Steve Madden may obtain information that the recipients of its marketing
7 emails are Washington residents because that information is available, upon request, from the
8 registrant of the Internet domain names contained in the recipients’ email addresses. *See* RCW
9 19.190.020(2).

10 106. It is thus highly probable that a seller of Steve Madden’s size and sophistication
11 employs not just one but several means of tying consumers’ email addresses to their physical
12 locations, at least at the state level.

13 **D. Steve Madden violated Plaintiff’s right under CEMA to be free from deceptive**
14 **commercial emails.**

15 107. Steve Madden has spammed Plaintiff with commercial emails whose subject lines
16 contain false or misleading statements in violation of his right to be free from such annoyance and
17 harassment under CEMA.

18 108. For example, Plaintiff received the November 28, 2025, email titled, “Final Call
19 For 30% OFF SITEWIDE  [.]” This email contained a false or misleading subject
20 line sent by Steve Madden as described above at paragraphs 74 to 76.

21 109. Plaintiff also received the November 29, 2025, email titled, “ALMOST OVER:
22 30% OFF SITEWIDE  [.]” This email contained a false or misleading subject line sent by
23 Steve Madden as described above at paragraphs 79 to 81.

1 110. The subject lines of these emails are false or misleading in violation of CEMA.

2 111. The subject lines contained false statements of fact as to the "duration or availability
3 of a promotion." *Brown*, 567 P.3d at 47.

4 **V. CLASS ALLEGATIONS**

5 112. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative
6 class ("Class"):

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

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

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

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

19 116. The Class is so numerous that joinder of all members is impracticable because the
20 Class is estimated to minimally contain thousands of members.

21 117. There are questions of law or fact common to the class, including without limitation
22 whether Defendant sent commercial emails containing false or misleading information in the
23 subject line; whether Defendant sent such emails to email addresses it knew or had to reason to
24

1 know were held by Washington residents; whether Defendant's conduct violated CEMA; whether
2 Defendant's violation of CEMA constituted a *per se* violation of the Consumer Protection Act,
3 RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

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

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

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

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

22 122. A class action is superior to other available methods for the fair and efficient
23 adjudication of the controversy because, among other reasons, the claims at issue may be too small
24

1 to justify individual litigation and management of this action as a class presents no special
2 difficulties.

3 **VI. CLAIMS TO RELIEF**

4 **First Claim to Relief**

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

6 123. Plaintiff incorporates and realleges paragraphs 1–111 above.

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

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

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

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

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

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

2 129. For Defendant's violation of CEMA, Plaintiff is entitled to all available relief,
3 including an injunction against further violations.

4 **Second Claim to Relief**

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

6 130. Plaintiff incorporates and realleges paragraphs 1–111 above.

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

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

11 133. 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).

13 134. 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).

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

19 136. 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).

22 137. 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

1 Defendant knew, or had reason to know, were held by Washington residents.

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

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

8 **VII. JURY DEMAND**

9 140. Plaintiff will demand a jury trial by separate document in accordance with Local
10 Civil Rule 38(b)(1).

11 **VIII. PRAYER FOR RELIEF**

12 Plaintiff asks that the Court:

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

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

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

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

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

21
22 *[Counsel signatures to follow on next page.]*

1 Date: March 18, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

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