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Scott G. Weber, Clerk
Clark County

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK**

BRITTNEY SAMADUROFF and EVE
SUMMERS, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

DAVID PEYSER SPORTSWEAR, INC.
d/b/a 32 DEGREES,

Defendant.

Case No. 26-2-00704-06

CLASS ACTION COMPLAINT

JURY DEMAND

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1 **I. INTRODUCTION**

2 1. This is a putative class action under Washington law brought to address deceptive
3 and unlawful emails that plague consumers' inboxes. The Washington legislature, concerned with
4 deception in emails, enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW
5 19.190, which, among other things, prohibits any person from sending a commercial email with a
6 false or misleading subject line. RCW 19.190.020.

7 2. Defendant David Peyser Sportswear, Inc. d/b/a 32 Degrees ("Defendant") sells,
8 markets, and manufactures clothing and accessories (the "Products"). The Products are
9 predominantly sold through Defendant's website www.32Degrees.com.

10 3. Defendant markets its Products by email to Washington residents. The subject lines
11 in these emails often promote "sales" and discounts on the Products. However, many subject lines
12 are false, misleading, and unlawful because they promote misleading discounts, under false time
13 restrictions, and/or from misleading regular and former prices.

14 4. Getting an advertised bargain is important to consumers. Consumers are more
15 likely to purchase an item if it is advertised as a good deal.

16 5. Further, if a sale is advertised as ending soon, consumers are even more likely to
17 buy now, rather than wait, comparison shop, and/or buy something else.

18 6. There is nothing wrong with a legitimate sale. But a fictitious sale—that is, one
19 with made-up regular/former prices or made-up expirations—is deceptive and illegal. And
20 advertising false and misleading discounts in the subject line of a promotional email violates
21 CEMA and the Washington Consumer Protection Act ("CPA"). *Brown v. Old Navy LLC*, 567 P.3d
22 38 (Wash. 2025).

23 7. Defendant's sales were not legitimate because the products are regularly available
24 on the website at a discount from a higher price (called the "reference price"). So, the purported
25 discounts were false and misleading because discounts are regularly available. And Defendant
26 promoted these misleading discounts by sending emails with false and misleading subject lines.

1 8. Defendant also sent emails with misleading subject lines regarding “sales” that
2 would supposedly end on a specific day when in truth the sales were extended or not limited to
3 the extent represented.

4 9. For example, Defendant’s emails contained subject lines like “Up to 85% Off Best-
5 Selling Styles.” These subject lines lead reasonable consumers to believe that there is a substantial
6 sale in effect and Defendant’s regular and former prices are normally much higher. In truth,
7 Defendant’s Products were almost always available for purchase at a discount. So, the regular
8 price is actually a discounted price, and the amount of the advertised discount is misleading and
9 illusory.

10 10. As another example, Defendant’s emails often contained subject lines describing
11 sales as “Today Only” or “Ends Tonight.” These subject lines lead reasonable consumers to
12 believe that if they don’t buy before the sale ends, they won’t be able to get the advertised discount.
13 In truth, the sales did not end at the advertised time—the same sale was extended or replaced by
14 another sale. So, the deals did not genuinely expire as advertised.

15 11. Plaintiffs are Washington residents who received Defendant’s deceptive email
16 advertisements. Plaintiffs bring this case to protect Washington residents from Defendant’s false
17 and misleading emails about its purported limited-time discounts.

18 **II. PARTIES**

19 12. Plaintiff Brittney Samaduroff is domiciled in Clark County, Washington and has
20 been a resident of Washington during at least the preceding four years.

21 13. Plaintiff Eve Summers is domiciled in Snohomish County, Washington and has
22 been a resident of Washington during at least the preceding four years.

23 14. The proposed class includes citizens of Washington.

24 15. Defendant David Peyser Sportswear, Inc. is a New York corporation and is
25 headquartered in New York. Defendant owns the 32 Degrees brand.

1 **III. JURISDICTION AND VENUE**

2 16. This Court has subject matter jurisdiction under the Washington State Constitution,
3 which sets forth the jurisdiction of Washington Superior Courts. This Court also has subject matter
4 jurisdiction under the Consumer Protection Act (CPA), RCW 19.86.090, and the Commercial
5 Electronic Mail Act (CEMA), RCW 19.190.090, which give Washington Superior Courts
6 jurisdiction over claims brought under CEMA and the CPA.

7 17. This Court has personal jurisdiction over Defendant under RCW 4.28.185.
8 Defendant transacts business in Washington. The claims giving rise to this action arise from
9 Defendant's transaction of business in this state and also Defendant's purposeful transmission of
10 electronic mail messages to Washington residents. This Court also has personal jurisdiction over
11 Defendant under RCW 19.86.160 because Defendant engaged in conduct in violation of the CPA
12 that had an impact in Washington. Finally, Plaintiffs purchased Products from Defendant's
13 website while in Washington and those Products were delivered to their addresses in Washington.

14 18. Venue is proper in Clark County Superior Court because Defendant resides here
15 for purposes of venue. RCW 4.12.025. A substantial part of the events giving rise to the claims
16 for at least one plaintiff emanated from activities within this county. At all relevant times,
17 Defendant transacted business in this county, including by selling products to customers living in
18 this county and by sending electronic mail messages to residents of this county. Moreover,
19 Defendant can be deemed to reside in this county because it is subject to personal jurisdiction in
20 this county with respect to this civil action.

21 **IV. FACTUAL ALLEGATIONS**

22 **A. Defendant's False and Misleading Emails Regarding Discounts.**

23 19. Defendant distributes, markets, and sells the clothing and accessory Products
24 directly to consumers. The Products are sold through the website www.32Degrees.com.

25 20. Defendant's emails created the false impression that the Products' regular and
26 former prices as charged on the website are higher than they truly are, the discounts are limited in
27 time, and the discounts are genuine.

- 1 e. 11/25/2022: Just Hours Left of the Black Friday Sale | Last Chance to Shop Up to 80% Off Sitewide
- 2 f. 11/26/2022: [SALE EXTENDED] One Last Chance to Shop Up to 80% Off Sitewide
- 3 g. 11/28/2022: Cyber Monday is Here | Free Shipping on All Orders + Up to 80% Off Sitewide - Today Only!
- 4 h. 12/11/2022: Just Hours Remaining | The \$7.49 Baselayer Sale Ends Tonight
- 5 i. 12/12/2022: 80% Off Cold Weather Companions | Shop Outerwear, Winter Accessories + More Starting at \$3.99
- 6 j. 12/23/2022: Ending Soon | Don't Miss Up to 80% Off Best Selling Basics
- 7 k. 12/30/2022: Ending Soon | 70-80% Off End Of Year Closeout Sale - Everything Must Go!
- 8 l. 01/11/2023: Save Up to 80% Off On Comfort Essentials | Plus Shop New Arrivals You'll Love Starting at \$5.99
- 9 m. 01/23/2023: Go-To Basics Up to 80% Off | \$3.99 Boxers, \$5.99 Bra Tops, \$7.99 Multi-Pack Socks + More
- 10 n. 01/25/2023: Up to 80% Off Go-To Basics | \$3.99 Boxer Briefs, \$7.99 Sleep Bottoms + Much More
- 11 o. 01/31/2023: One Day Sale | Up to 80% Off Best-Selling Jackets
- 12 p. 02/05/2023: Ends Tonight | Up to 80% Off Winter Essentials
- 13 q. 02/07/2023: One Day Sale | Up to 80% Off Best-Selling Jackets
- 14 r. 03/02/2023: It's 3/2 Day! Free Shipping + Up to 85% Off Sitewide Today Only!
- 15 s. 05/14/2023: Mother's Day Flash Sale | Shop Up to 80% Off Best Selling Spring Styles - Today Only!
- 16 t. 05/29/2023: Just Hours Left | Last Chance for Free Shipping + Up to 85% Off Sitewide
- 17 u. 07/04/2023: One Day July 4th Sale | Free Shipping On All Orders + Up to 85% Off Sitewide
- 18 . . .
- 19
- 20 v. 10/15/2023: Ends Tonight | Shop Elevated Styles at Prices You'll Love Up to 80% Off
- 21 w. 10/16/2023: Up to 80% Off Cold Weather Styles | Shop Markdowns on Winter Accessories, Outerwear + More
- 22 x. 10/23/2023: It's Our 7th Anniversary Sale! Today Only Shop Our Lowest Prices Of The Year + Free Shipping On All Orders
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- 1 y. 10/23/2023: Just Hours Left to Shop Our Lowest Prices Of The Year + Free Shipping On All Orders
- 2 z. 10/24/2023: [Anniversary Sale EXTENDED] One Last Chance to Shop 70-80% Off Sitewide + Free Shipping
- 3 aa. 10/25/2023: Anniversary Week Sitewide Sale | Shop \$7.99 Baselayers
- 4 bb. 10/29/2023: Last Chance Anniversary Sitewide Sale | Shop \$1.99 Accessories, \$2.99 Basics, \$7.99 Baselayers + Much More
- 5 cc. 11/06/2023: Fall Comfort Sale | Shop Basics, Soft Velour, Sweaters + More All Under \$15
- 6 dd. 11/20/2023: Today Only | Free Shipping + Shop 75-85% Off Sitewide Cyber Monday Preview Sale
- 7 ee. 11/24/2023: Black Friday is Here! Shop Up to 85% Off Sitewide with \$1.99 Accessories, \$6.99 Baselayers, \$12.99 Outerwear + More
- 8 ff. 11/24/2023: Just Hours Left of the Black Friday Sale | Don't Miss Up to 85% Off Sitewide
- 9 gg. 11/25/2023: [SALE EXTENDED] Last Chance to Shop 75-85% Off Sitewide
- 10 hh. 11/27/2023: Final Hours of Cyber Monday | Last Chance for Free Shipping + Up to 85% Off Sitewide
- 11 ii. 11/30/2023: Cyber Deals Continue | Today Only Shop Best Selling Baselayers Starting at \$6.99
- 12 ...
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- 18 jj. 12/24/2023: Finals Hours for Up to 85% Off Our Start of Winter Sale Ends Tonight!
- 19 kk. 12/25/2023: Sitewide Sale Starts Now | End Of Year Closeout Prices up to 85% Off
- 20 ll. 12/27/2023: [75-85% Off Sitewide] Save Big on Baselayers, Outerwear, Velour + More
- 21 mm. 12/30/2023: It's Now or Never! Up to 85% Off Sitewide During Our End Of Year Closet Sale
- 22 nn. 12/31/2023: [FINAL HOURS] One Last Chance to Shop 75-85% Off End of Year Closeout Sitewide Sale
- 23 oo. 01/01/2024: Today Only! Free Shipping on All Orders + Up to 90% Off Sitewide
- 24 pp. 01/01/2024: Final Hours! Free Shipping on All Orders + Up to 90% Off Sitewide Ends Tonight
- 25
- 26
- 27

- 1 qq. 01/08/2024: Sitewide Sale | Shop the Entire Store Under \$32
- 2 rr. 01/10/2024: Everything Under \$32 Sitewide Sale | Shop Sweats,
Baselayers, Outerwear + More
- 3 ss. 02/19/2024: One Day Presidents Day Sitewide Sale | Shop Up to 85%
Off Today Only!
- 4 tt. 03/18/2024: [SITEWIDE SALE] Shop Everything Under \$20 - This
Week Only!
- 5 uu. 03/31/2024: One Day Easter Sale | Shop Up to 85% Off Best Selling
Spring Styles - Today Only!
- 6
- 7 . . .
- 8
- 9 vv. 09/02/2024: Up to 85% Off and Free Shipping Sitewide! Our Labor Day
Sale is Here!
- 10 ww. 09/23/2024: The Start Of Fall Sale | Shop Up to 85% Off Sitewide
- 11 xx. 09/27/2024: Ending Soon | Up to 85% Off Sitewide The Start of Fall Sale
- 12 yy. 10/21/2024: Anniversary Sale Starts Now! | Free Shipping and Our
Lowest Prices Of The Year, Today Only!
- 13 zz. 10/21/2024: Final Hours | Last Chance for Free Shipping and Our Lowest
Prices Of The Year
- 14
- 15 aaa. 10/22/2024: [Anniversary Sale EXTENDED] Last Chance to Shop 70-
80% Off Sitewide + Free Shipping!
- 16 bbb. 10/27/2024: Anniversary Sitewide Sale Ends Tonight | Last Call for The
Lowest Prices of the Year!
- 17
- 18 ccc. 11/03/2024: [FINAL HOURS] Our Under \$30 Sitewide Sale Ends
Tonight!
- 19 ddd. 11/04/2024: Black Friday Early Access | Shop Up to 85% Off Sitewide
- 20 eee. 11/25/2024: Today Only | FREE SHIPPING + Save Up to 90% Off
Sitewide During our Cyber Monday Preview
- 21 fff. 11/25/2024: FINAL HOURS | Free Shipping Ends Tonight + up to 90%
Off Sitewide
- 22
- 23 ggg. 11/26/2024: [Up to 90% Off Sitewide] Why wait? It's Black Friday all
week at 32 Degrees!
- 24 hhh. 11/29/2024: FINAL HOURS | Last Call for Black Friday Deals and Up
to 90% Off Sitewide
- 25 iii. 11/30/2024: [SALE EXTENDED] Last Chance to Shop Up to 90% Off
Sitewide
- 26 jjj. 12/02/2024: Cyber Monday is Here! | Today Only Get Free Shipping On
all Orders + Up to 90% Off Sitewide
- 27

- 1 kkk. 12/16/2024: New Season, New Savings | Save 75-85% Off During the
Start of Winter Sale
- 2 lll. 12/30/2024: End of Year Sale | Shop Up to 90% Off Sitewide
- 3 mmm. 12/31/2024: Sitewide Sale Up to 90% Off | Everything Must Go!
- 4 nnn. 01/26/2025: [EVERYTHING MUST GO] Shop Up to 90% Off Sitewide
- 5 ooo. 03/02/2025: It's 3/2 Day! Free Shipping With Code + Up to 90% Off
Sitewide Today Only!
- 6 ppp. 03/15/2025: EVERYTHING. MUST. GO. | One Last Chance to Shop Up
to 90% Off Sitewide!

7 25. Reasonable recipients of these emails would believe that Defendant was offering a
8 limited time sale. They would believe that, if they purchase during the sale, they will receive this
9 genuine discount off the regular and former prices of the Products. And they would believe that
10 the sale would end at the stated time, and if they wait beyond that time, then the sale will be over
11 and the Products' prices would immediately return to their regular prices.

12 26. Also, as shown above, many emails contain false subject lines representing that
13 sales were limited in time and about to end, but in truth, Defendant always planned to "extend"
14 the same sale.

15 27. Many emails also contain false subject lines representing that sales were "Today
16 Only" but in truth Defendant repeatedly offers such sales.

17 28. For example, on November 21, 2022, Defendant sent an email with the subject line
18 "Just Hours Left to Shop 70-80% Off Sitewide + Free Shipping on All Orders!" That sale did not
19 end on the advertised date. Instead, on November 23, 2022, Defendant sent an email with the
20 subject line "70-80% Off Sitewide." Then, on November 25, 2022, the email subject line stated
21 "hours left" and "last chance" for another "up to 80% off sitewide" sale. Yet the sale was
22 "extended" on November 26, 2022. And another "up to 80% off sitewide" sale was in effect shortly
23 thereafter on November 28, 2022.

24 29. On October 23, 2023, Defendant sent emails with subject lines stating its
25 anniversary sale was "Today Only" and "Just Hours Left" to shop the sale. But on October 24,
26 2023, the same sale was "extended." Then, one year later, Defendant engaged in the same tactic
27

1 for the same anniversary sale: on October 21, 2024, Defendant sent an email with the subject line
2 “Anniversary Sale Starts Now . . . Today Only,” but on October 22, 2024, Defendant sent an email
3 with the subject line “Anniversary Sale EXTENDED” and “Last Chance to Shop 70-80% Off
4 Sitewide + Free Shipping!”

5 30. On January 1, 2024, Defendant sent an email with the subject line “Today Only!
6 Free Shipping on All Orders + Up to 90% Off Sitewide.” But deep sitewide discounts are often
7 available—not just that day. Indeed, as shown above, Defendant sent emails with similar subject
8 lines advertising similar sitewide sales on October 24, 2023; October 25, 2023; October 29, 2023;
9 November 20, 2023; November 24, 2023; November 25, 2023; November 27, 2023; December
10 24, 2023; December 25, 2023; December 27, 2023; December 30, 2023; December 31, 2023;
11 January 8, 2024; January 10, 2024; February 19, 2024; March 18, 2024; and March 31, 2024—
12 among many other dates.

13 31. These are just a few representative examples.

14 **B. Defendant’s Emails to Plaintiffs and Class Members Violate CEMA and the**
15 **CPA.**

16 32. Washington’s CEMA regulates deceptive email marketing. CEMA prohibits the
17 sending of a commercial email that “[c]ontains false or misleading information in the subject line.”
18 RCW 19.190.020.

19 33. Violating this provision of CEMA also violates the CPA. RCW 19.190.030.

20 34. Advertising fake discounts in the subject line of a promotional email, with fake
21 time pressure, violates CEMA and, accordingly, the CPA. *Brown v. Old Navy LLC*, 567 P.3d 38
22 (Wash. 2025).

23 35. Defendant’s email advertisements contain subject lines that misstate the duration
24 of the purported sales and/or misstate the discount that recipients would purportedly receive for
25 purchasing during the sale. As a result, these promotional emails contain false or misleading
26 information in the subject line, in violation of CEMA and the CPA.
27

1 36. Defendant sends these emails for the purpose of promoting the Products for sale
2 and to drive sales to the website.

3 37. Defendant's email subject lines stating the supposed duration of its sales are false
4 and misleading because, as discussed above, sales either (1) are regularly available, or (2) did not
5 expire at the advertised time.

6 38. Defendant's email subject lines stating the purported discount recipients will
7 receive if recipients purchase during the sale are false and misleading because, as discussed above,
8 consumers do not truly receive the advertised discounts. Instead, because substantial discounts are
9 commonly available, the purported discount is really much smaller (or no discount at all).

10 39. By misrepresenting the duration of its purported sales in email subject lines,
11 Defendant creates a false sense of urgency. Recipients who read the email subject lines believe
12 that if they act now, they can purchase a higher value item at a limited-time discount; but if they
13 wait, then the discount will expire and if they want to purchase a Product they will have to pay the
14 former or regular price.

15 40. Defendant designs the subject lines of the promotional emails to induce recipients
16 to make a purchase during the supposedly limited-time sales. Defendant's email subject lines often
17 contain words spurring recipients to make purchases immediately before time runs out. But
18 because the Products are regularly on sale, each of these email subject lines that state that the sale
19 is ending soon are false and misleading.

20 41. Defendant is constantly sending commercial emails to recipients on the website's
21 mailing list, typically once a day. Plaintiffs and Class members received such emails from
22 Defendant, many of which include false or misleading subject lines regarding fake discounts with
23 fake time limitations. On information and belief, Defendant sent at least tens of thousands of
24 emails to Washington recipients with similar false or misleading subject lines.

25 42. Defendant knows, or has reason to know, its emails containing false and misleading
26 subject lines are sent to Washington residents. Defendant knows where recipients of its emails
27 reside for at least the following reasons.

1 a. For consumers who made a purchase on Defendant’s website, Defendant
2 has physical addresses associated with the recipient’s name, email address,
3 and order.

4 b. Defendant has access to granular location information tied to email
5 addresses from commercial data brokers like Oracle, Equifax, and Lexis.
6 Defendant can purchase consumer data from these brokers which connects
7 individuals to email addresses, state of residence, and physical location.

8 c. Defendant may obtain information that some recipients of marketing emails
9 are Washington residents because that information is available, upon
10 request, from the registrant of the Internet domain names contained in the
11 recipients’ email addresses. See RCW 19.190.020(2).

12 d. Defendant had reason to know the marketing emails were sent to
13 Washington residents based on the extremely high volume of outbound
14 marketing emails which are continuously sent to everyone on its mailing
15 list.

16 43. Defendant also knows what sales it is offering and knows that, in truth, the sales
17 are not truly ending.

18 44. Defendant’s commercial emails containing false and misleading information about
19 fake sales clog up inboxes with spam email, waste limited data space, and violate Plaintiffs’ and
20 putative class members’ statutory right to be free from deceptive commercial emails.

21 **C. Defendant’s Deceptive Emails Violate Federal Law.**

22 45. The Federal Trade Commission Act (“FTCA”) prohibits “unfair or deceptive acts
23 or practices in or affecting commerce[.]” 15 U.S.C. § 45(a)(1). Under FTC regulations,
24 discounting schemes like that employed in Defendant’s email subject lines are deceptive practices
25 that violate the FTCA.

26 46. Pursuant to 16 C.F.R. § 233.1, entitled Former Price Comparisons:

27 (a) One of the most commonly used forms of bargain advertising is to offer a reduction
from the advertiser’s own former price for an article. If the *former price* is the actual,

1 bona fide price at which the article was offered to the public on a *regular basis* for a
 2 *reasonably substantial period of time*, it provides a legitimate basis for the advertising of
 3 a price comparison. Where the former price is genuine, the bargain being advertised is a
 4 true one. If, on the other hand, the former price being advertised is not bona fide but
 5 fictitious – for example, where an *artificial, inflated price* was established for the
 6 purpose of enabling the subsequent offer of a large reduction – the “bargain” being
 7 advertised is a false one; the purchaser is not receiving the unusual value he expects.

8 (b) A former price is not necessarily fictitious merely because no sales at the advertised
 9 price were made. The advertiser should be especially careful, however, in such a case,
 10 that the price is one at which the product was openly and actively offered for sale, for a
 11 *reasonably substantial period of time*, in the *recent*, regular course of her business,
 12 honestly and in good faith – and, of course, not for the purpose of establishing a fictitious
 13 higher price on which a deceptive comparison might be based.

14 (c) The following is an example of a price comparison based on a fictitious former price.
 15 John Doe is a retailer of Brand X fountain pens, which cost him \$5 each. His usual
 16 markup is 50 percent over cost; that is, his regular retail price is \$7.50. In order
 17 subsequently to offer an unusual “bargain,” Doe begins offering Brand X at \$10 per pen.
 18 He realizes that he will be able to sell no, or very few, pens at this inflated price. But he
 19 doesn’t care, for he maintains that price for only a few days. Then he “cuts” the price to
 20 its usual level—\$7.50—and advertises: “Terrific Bargain: X Pens, Were \$10, Now Only
 21 \$7.50!” *This is obviously a false claim.* The advertised “bargain” is not genuine.

22 (d) Other illustrations of fictitious price comparisons could be given. An advertiser might
 23 use a price at which he *never offered the article at all*; he might feature a price which was
 24 *not used in the regular course of business*, or which was *not used in the recent past* but at
 25 some *remote period in the past*, without making disclosure of that fact; he might use a
 26 price that was not openly offered to the public, or that was *not maintained for a*
 27 *reasonable length of time*, but was immediately reduced.

(e) If the former price is set forth in the advertisement, *whether accompanied or not by*
 descriptive terminology such as “Regularly,” “Usually,” “Formerly,” etc., the advertiser
 should make certain that the former price is not a fictitious one. If the former price, or the
 amount or percentage of reduction, is not stated in the advertisement, as when the ad
 merely states, “Sale,” the advertiser must take care that the amount of reduction is not so
 insignificant as to be meaningless. *It should be sufficiently large that the consumer, if he*
knew what it was, would believe that a genuine bargain or saving was being offered. *An*
advertiser who claims that an item has been “Reduced to \$9.99,” when the former price
was \$10, is misleading the consumer, who will understand the claim to mean that a much
greater, and not merely nominal, reduction was being offered.

47. FTC regulations also prohibit false and misleading claims regarding the duration
 and expiration of sales, like those employed in the subject lines of Defendant’s emails. Indeed,
 retailers “should not offer an advance sale under circumstances where they do not in good faith

1 expect to increase the price at a later date, or make a ‘limited’ offer which, in fact, is not limited.”
2 16 C.F.R. § 233.5.

3 **D. Research Confirms That Time-Limited Discounts Influence Consumer**
4 **Behavior and Perceptions of Value.**

5 48. Studies and articles support the effectiveness of Defendant’s deceptive email
6 scheme.

7 49. For example, a study regarding the effect of the time-limited advertisement “10
8 Hours Only Super Sale” concluded that “[t]he willingness to buy was significantly higher” and
9 “the attitude towards the deal was more favourable.”¹

10 50. An article explains that, in a test case, the addition of countdown timers increased
11 conversion rates “from ~3.5% to ~10%.”²

12 51. Another article explains: “We compared the performance to previous ‘big sale’
13 campaigns featuring a similar single-minded design, but without the countdown timer. The uplift
14 was impressive showing . . . 400% higher conversion rate” with countdown timer.³

15 52. Accordingly, research confirms that deceptive discount advertising is intended to,
16 and does, influence consumer behavior by artificially inflating consumer perceptions of an item’s
17 value and causing consumers to spend money they otherwise would not have, purchase items they
18 otherwise would not have, and/or purchase products from a specific retailer.

19 **E. Plaintiff Brittney Samaduroff.**

20 53. Ms. Samaduroff purchased clothing from 32Degrees.com on at least the following
21 dates: September 27, 2024, December 2, 2024, January 3, 2025, and June 6, 2025. In making each
22 of these purchases, she provided Defendant with her Washington physical address and email
23 address.

24 ¹ Aggarwal, P., *Use it or lose it: Purchase acceleration effects of time-limited promotions*,
25 *Journal of Consumer Behaviour* (Sept. 17, 2002) at 399-401.

26 ² CXL, *How Creating a Sense of Urgency Increased Sales by 332%* (Feb. 28, 2023), at pp. 10-
27 18, available at <https://cxl.com/blog/creating-urgency>.

³ Upland Software, *Dynamic email content leads to 400% increase in conversions for Black
Friday email*, available at [https://uplandsoftware.com/adestra/resources/case-study/dynamic-
email-content-leads-to-400-increase-in-conversions-for-black-friday-email/](https://uplandsoftware.com/adestra/resources/case-study/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/).

1 54. Ms. Samaduroff recalls purchasing from 32Degrees.com at least 10 times. She has
2 been receiving marketing emails from 32 Degrees since at least November 17, 2022.

3 55. Thus, at least as of September 27, 2024, and on information and belief as early as
4 November 17, 2022, Defendant knew that Ms. Samaduroff was a resident of Washington and that
5 any emails sent to Ms. Samaduroff would be sent to a Washington resident.

6 56. Ms. Samaduroff received each of the emails from Defendant identified in
7 paragraph 24, above.

8 57. The emails in paragraph 24 are representative examples. Ms. Samaduroff received
9 additional substantially similar emails from Defendant.

10 58. Ms. Samaduroff received Defendant's deceptive emails while she was present in
11 Washington.

12 59. Ms. Samaduroff would like to receive truthful information from Defendant
13 regarding its Products. Due to Defendant's conduct, Plaintiff cannot be certain which emails from
14 Defendant contain truthful information and which emails are spam with false and misleading
15 information in subject lines designed to spur consumers into making a purchase. Thus, without a
16 court order requiring Defendant to only send honest emails about sales, Plaintiff cannot discern
17 which emails are not false or misleading.

18 **F. Plaintiff Eve Summers.**

19 60. Ms. Summers purchased clothing from 32Degrees.com on at least the following
20 dates: December 18, 2019, September 2, 2022, May 28, 2023, June 8, 2023, June 20, 2023, July
21 22, 2023, and August 11, 2024. In making each of these purchases, she provided Defendant with
22 her Washington physical address and email address.

23 61. Thus, at least as of December 18, 2019, Defendant knew that Ms. Summers was a
24 resident of Washington and that any emails sent to Ms. Summers would be sent to a Washington
25 resident.

26 62. Ms. Summers received marketing emails from Defendant while she was present in
27 Washington until about August 2023, when she opted out of further marketing emails.

63. On information and belief, Ms. Summers received marketing emails from Defendant with the same or similar subject lines as the emails in paragraph 24, above. To that end, emails Ms. Summers received from Defendant and still possesses include:

- a. 12/20/2019: Last Chance to Shop the Winter Outerwear Sale | 75% Off Packable Jackets + Vests
- b. 09/10/2022: Sitewide Sale Ending Soon | Spend \$50, Get \$10 Off + Free Shipping
- c. 09/13/2022: Today Only | Shop \$17.99 Packable Vests
- d. 09/16/2022: Sweats Sale Ending Soon | Last Chance to Shop Soft Velour + Comfort Tech Styles Starting at 11.99
- e. 06/02/2023: Ending Soon | Best Selling Activewear Styles Starting at just \$0.99
- f. 06/06/2023: Today Only | Shop \$17.99 Woven Pants
- g. 06/20/2023: Today Only | Shop \$9.99 Everyday Pants + \$12.99 Woven Shorts
- h. 06/22/2023: One Day Only | Shop Best Selling Dresses + Polos for Just \$7.99
- i. 06/25/2023: Ends Tonight | Summer of Savings Sale - Shop Best Sellers Starting at \$3.99
- j. 06/27/2023: Today Only | Shop \$7.99 Active Tech Shorts | Plus 2 For \$20 High-Waist Active Leggings
- k. 06/28/2023: Under \$20 Sitewide Sale Ends Soon | Shop \$3.49 Basics, \$3.99 T-Shirts, \$7.99 Dresses + More
- l. 06/29/2023: Just Hours Left | Last Chance to Shop the Under \$20 Sitewide Sale
- m. 06/30/2023: Up to 85% Off Sitewide! The 4th of July Sale Starts Today
- n. 07/02/2023: Up to 85% Off Sitewide Sale Shop Best Selling Styles Starting at Just \$3.99
- o. 07/04/2023: One Day July 4th Sale | Free Shipping On All Orders + Up to 85% Off Sitewide
- p. 07/04/2023: Just Hours Left | Last Chance for Free Shipping + Up to 85% Off Sitewide
- q. 07/06/2023: Today Only | Shop Active Tops Starting at \$4.99 | Plus Shop New Arrivals You'll Love
- r. 07/21/2023: Ending Soon | Summer Bottoms Blowout Sale Starting at \$4.99
- s. 07/24/2023: Up to 85% Off Summer Warehouse Sale is Live! Shop the Biggest Markdowns of the Season
- t. 07/25/2023: Today Only | Shop \$9.99 Sweatshirts | Plus Up to 85% Off Summer Clearance
- u. 07/26/2023: Up to 85% Off Summer Warehouse Sale | Shop Best Selling Styles Starting at \$2.99
- v. 07/29/2023: Ending Soon | Up to 85% Off Summer Warehouse Sale

- w. 08/11/2023: Best Performance Styles Up to 80% Off | Shop Activewear Starting at \$2.99
- x. 08/14/2023: Sitewide Sale | Entire Site Under \$18
- y. 08/16/2023: Sitewide Sale | Shop the Entire Store Under \$18 | Plus New Styles Starting at \$6.99
- z. 08/20/2023: Just Hours Left | Last Chance to Shop the Entire Store Under \$18

G. No Adequate Remedy at Law.

64. Plaintiffs seek an injunction. Plaintiffs are permitted to seek an injunction because they have no adequate remedy at law. Legal remedies here are not adequate because they would not stop Defendant from continuing to transmit emails with false or misleading subject lines to Washington residents.

V. CLASS ACTION ALLEGATIONS

65. Plaintiffs bring the asserted claims on behalf of the following proposed class (the “Class”) and subclasses:

All Washington residents who, during the Class Period and while present in Washington, received promotional emails from 32 Degrees with subject lines either (i) advertising “% off” discounts; (ii) stating a sale, discount, or price would end at a specified time but the same sale, discount, or price was extended upon expiration; or (iii) stating a sale, discount, or price is time limited or ending when 32 Degrees continued to offer or reinstated the same or comparable sale, discount, or price for a longer time.

66. Plaintiffs reserve the right to propose additional subclasses based on specific subcategories of emails and Class members at class certification.

67. The Class Period is the time period beginning on the date established by the Court’s determination of any applicable statute of limitations and ending on the date a class certification order is entered in this action. Thus, the statute of limitations begins no later than the date four years before this Complaint is filed.

68. The following people are excluded from the proposed Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant’s subsidiaries, parents, successors, predecessors, and any entity in which the

1 Defendant or its parents have a controlling interest and their current employees, officers and
2 directors; and (3) Plaintiffs' counsel and Defendant's counsel.

3 ***Numerosity***

4 69. The proposed Class contains members so numerous that separate joinder of each
5 member of the class is impractical. On information and belief, there are at least 1,000 Class
6 Members in Washington.

7 70. Class Members can be identified through Defendant's electronic mailing lists,
8 internal records, and public notice.

9 ***Predominance of Common Questions***

10 71. There are questions of law and fact common to the proposed Class. Common
11 questions of law and fact include, without limitation:

- 12 a. whether Defendant's email subject lines regarding purported discounts are
13 false or misleading;
- 14 b. whether Defendant's email subject lines violate CEMA;
- 15 c. whether Defendant's email subject lines violate the CPA; and
- 16 d. the greater of actual damages or statutory damages due to Plaintiffs and the
17 proposed Class.

18 ***Typicality & Adequacy***

19 72. Like members of the proposed Class, Plaintiffs received emails from Defendant
20 that contain false or misleading subject lines regarding discounts.

21 73. There are no conflicts of interest between Plaintiffs and the Class.

22 ***Superiority***

23 74. A class action is superior to all other available methods for the fair and efficient
24 adjudication of this litigation because individual litigation of each claim is impractical. It would
25 be unduly burdensome to have individual litigation of thousands of individual claims in separate
26 lawsuits, every one of which would present the issues presented in this lawsuit.

1 **VI. CLAIMS**

2 **Count 1: Violations of Washington’s Commercial Electronic Mail Act**

3 **(By Plaintiffs and the Class)**

4 75. Plaintiffs incorporate each and every factual allegation set forth above and below.

5 76. Plaintiffs bring this cause of action individually and on behalf of members of the
6 Class.

7 77. Defendant is a “person” under CEMA. RCW 19.190.010(11).

8 78. As alleged more fully above, Defendant violated CEMA by initiating the
9 transmission of commercial electronic mail messages that contained false or misleading
10 information in the subject line to Plaintiffs’ and Class members’ electronic mail addresses.

11 79. Defendant sent these emails to Plaintiffs and Class members for the purpose of
12 promoting the Products for sale.

13 80. Defendant knew or had reason to know that it transmitted such emails to email
14 addresses held by Washington residents, including Plaintiff.

15 81. Defendant’s acts and omissions violated RCW 19.190.020(1)(b).

16 82. Defendant’s acts and omissions injured Plaintiffs and Class members.

17 83. The balance of equities favors the entry of permanent injunctive relief against
18 Defendant. Plaintiffs, the members of the Class, and the general public will be irreparably harmed
19 absent the entry of permanent injunctive relief. Defendant’s unlawful behavior is ongoing as of
20 the date of the filing of this pleading, so without the entry of a permanent injunction, Defendant’s
21 unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, is likely to
22 reoccur.

23 84. Plaintiffs and Class members are therefore entitled to injunctive relief in the form
24 of an order enjoining further violations of RCW 19.190.020(1)(b).

25 **Count 2: Violations of the Washington Consumer Protection Act via Misleading Emails**

26 **(By Plaintiffs and the Class)**

27 85. Plaintiffs incorporate each and every factual allegation set forth above and below.

1 86. Plaintiffs bring this cause of action individually and on behalf of members of the
2 Class.

3 87. Plaintiffs and Class members are “persons” within the meaning of the CPA. RCW
4 19.86.010(1).

5 88. As alleged above, Defendant violated CEMA by initiating the transmission of
6 commercial electronic mail messages to Plaintiffs and Class members that contained false or
7 misleading information in the subject line.

8 89. A violation of CEMA is a per se violation of the CPA. RCW 19.190.030(1).

9 90. A violation of CEMA establishes all elements of the CPA as a matter of law.

10 91. As alleged more fully above, Defendant’s transmission of commercial electronic
11 messages to Plaintiffs and Class members that contained false or misleading information in the
12 subject line also violates the CPA because it constitutes unfair or deceptive practices that occur in
13 trade or commerce.

14 ***Unfair Acts or Practices***

15 92. As alleged in detail above, Defendant committed “unfair” acts by falsely stating in
16 email subject lines that it was offering a discount off the regular prices of its Products, and that
17 the discount was only available for a limited time, when none of this was true (or at minimum was
18 highly misleading).

19 93. The harm to Plaintiffs and the Class greatly outweighs the public utility of
20 Defendant’s conduct. There is no public utility to misrepresenting whether the Products are
21 discounted and misrepresenting the duration of sales. Plaintiffs and the Class’s injury was not
22 outweighed by any countervailing benefits to consumers or competition. Misleading consumers
23 only injures healthy competition and harms consumers.

24 ***Deceptive Acts or Practices***

25 94. As alleged in detail above, Defendant’s representations in email subject lines that
26 the Products were on sale, that the sale was limited in time, and that customers were receiving
27 substantial discounts, are deceptive.

1 95. Defendant’s representations were likely to deceive, and did deceive, Plaintiffs and
2 other reasonable recipients. Defendant knew, or should have known through the exercise of
3 reasonable care, that these statements were inaccurate and misleading.

4 96. Defendant’s unfair or deceptive acts or practices vitally affect the public interest
5 and thus impact the public interest for purposes of applying the CPA. RCW 19.190.030(3); RCW
6 19.190.100.

7 97. Defendant’s acts and omissions caused injury to Plaintiffs and Class members.
8 Violations of CEMA establish the injury and causation elements of a CPA claim as a matter of
9 law. *See Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1002–04 (W.D. Wash. 2019) (“by
10 alleging a CEMA violation of RCW 19.190.020, a plaintiff alleges all five elements of a CPA
11 violation Of particular relevance, a plaintiff alleging a CEMA violation under RCW
12 19.190.030(1) need not allege injury or causation beyond the CEMA violation. . . . Moreover, the
13 Washington Supreme Court recently held that CEMA’s liquidated damages provision, RCW
14 19.190.040, establishes the injury and causation elements of a CPA claim as a matter of law.”).

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

20 99. Under the CPA, Plaintiffs and Class members are entitled to and seek, and do seek,
21 the greater of actual damages and statutory damages of \$500 per email that violates CEMA. In
22 addition, Plaintiffs and Class members seek treble damages, which are permitted under the CPA,
23 including for CEMA violations. Plaintiffs seek treble damages to further Plaintiffs’ and Class
24 members’ financial rehabilitation, encourage citizens to bring CPA actions, deter Defendant and
25 other persons from committing CEMA violations, and punish Defendant for false and misleading
26 advertising practices.

1 100. Plaintiffs and Class members are also entitled to, and seek, injunctive relief
2 prohibiting further violations of the CPA.

3 **VII. JURY DEMAND**

4 101. Plaintiffs demand the right to a jury trial on all claims so triable.

5 **VIII. PRAYER FOR RELIEF**

6 102. Plaintiffs seek the following relief for themselves and the proposed class:

- 7 • An order certifying the asserted claims, or issues raised, as a class action;
8 • A judgment in favor of Plaintiffs and the proposed class;
9 • The greater of actual or statutory damages, treble damages, and punitive damages

10 where applicable;

- 11 • Pre- and post-judgment interest;
12 • An injunction prohibiting the deceptive conduct, as allowed by law;
13 • Reasonable attorneys' fees and costs, as allowed by law;
14 • Any additional relief that the Court deems reasonable and just.

15 103. Plaintiffs and the Class demand \$6,000,000 in statutory damages, and potentially
16 more following discovery, based on the volume and frequency of actionable emails, and statutory
17 damages of \$500 per email per Class member.

18 104. \$6,000,000 in statutory damages at \$500 per email equates to 12,000 actionable
19 emails.

20 105. On information and belief, Defendant sent at least 12,000 actionable emails during
21 the class period. In September 2024, Defendant sent at least 32 emails to persons on its email
22 marketing list. And in October 2024, Defendant sent at least 24 emails to persons on its email
23 marketing list. If Defendant sent an average of 30 emails per month, then Defendant sent 360
24 emails per year, and 1,440 emails during the 4-year statute of limitations period.

25 106. According to a case study by Staci Americas (a former 32 Degrees logistics
26 consultant), 32 Degrees averages 45,000 orders per month.⁴ Further, Washington's estimated

27 ⁴ <https://www.staciamericas.com/hubfs/32Degrees-case-study.pdf>

1 population of 7,958,180 persons is about 2.37% of the U.S. population.⁵ Thus, of the 45,000
2 monthly orders received by 32 Degrees, an estimated 2.37% is from Washington residents – i.e.,
3 1,066 monthly orders and over 12,000 annual orders.

4 107. Therefore, on information and belief, Defendant sent more than 12,000 actionable
5 emails during the class period, yielding statutory damages of at least \$6,000,000.

6 Dated: February 19, 2026

Respectfully submitted,

7
8 By: /s/ M. Anderson Berry
9 M. Anderson Berry, WSBA No. 63160
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11 Brandon P. Jack*
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Counsel for Plaintiffs

**Pro Hac Vice* applications forthcoming

27 ⁵ <https://www.britannica.com/topic/largest-U-S-state-by-population>

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

Brittney Samaduroff and Eve Summers

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Michael A. Berry, Emery Reddy PC, 600 Stewart St, Suite 1100 Seattle, WA 98101, 916-823-6955

DEFENDANTS

David Peyser Sportswear, Inc. d/b/a 32 Degrees

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)

Jennifer L. Crow, Scheer.Law PLLC, 701 Fifth Avenue Suite 3860 Seattle, WA 98401, 503-446-1767

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, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 310 Airplane, 440 Other Civil Rights, 465 Alien Detainee, 625 Drug Related Seizure, 710 Fair Labor Standards Act, 820 Copyrights, 870 Taxes (U.S. Plaintiff or Defendant), 375 False Claims Act, 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 (specify), 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, 1441, 1446, and 1447. Brief description of cause: Consumer Protection Act Tort

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 6,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE Mar 19, 2026 SIGNATURE OF ATTORNEY OF RECORD /s/ Jennifer L. Crow

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.