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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 26-2-18878-5 SEA

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

ALAN WEDGE and ALEX TRINIDAD,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MATTRESS FIRM, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

INTRODUCTION

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

2. Defendant Mattress Firm, Inc. ("Defendant" or "Mattress Firm") sells and markets mattresses (the "Products"). The Products are sold by Defendant through its website www.MattressFirm.com.

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

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

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

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

7. For many Products, Defendant’s sales were not legitimate because the Products are regularly available on the website at a discount from a higher regular and former price (called the “Reference Price”). So, the purported discounts were false and misleading because discounts are regularly available. Additionally, Defendant promoted these misleading discounts by sending emails with false and misleading subject lines.

8. Defendant also sent emails with misleading subject lines regarding “sales” that would supposedly end on a specific day when in truth (1) the same sale was extended upon expiration, (2) the same or comparable sale was in effect shortly after expiration, or (3) the sale was not limited to the extent represented.

9. For example, Defendant’s emails contained subject lines such as “We’re giving you up to 72% off—3 days only.” These subject lines lead reasonable consumers to believe that there is a substantial sale in effect and Defendant’s regular and former prices are normally much higher. In truth, Defendant’s Products were often available for purchase on the website for less than the Reference

Price. So, the regular price is actually a discounted price, and the amount of the advertised discount is misleading.

10. As another example, Defendant's emails often contained subject lines describing sales that are time limited and end soon—e.g., "We unlocked it early: Extra 20% off Cyber Monday starts now!" These subject lines lead reasonable consumers to believe that if they don't buy before the sale ends, they won't be able to get the advertised discount. In truth, the sale was either extended, reinstituted, or replaced shortly thereafter by another sale. So, the deals did not genuinely expire as advertised.

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

PARTIES

12. Plaintiff Alan Wedge is domiciled in King County, Washington. He has been a citizen and resident of Washington during at least the preceding four years.

13. Plaintiff Alex Trinidad is domiciled in Yakima County, Washington. He has been a citizen and resident of Washington during at least the preceding four years.

14. The proposed class includes citizens of Washington.

15. Defendant Mattress Firm, Inc. is a Delaware corporation.

JURISDICTION AND VENUE

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

17. This Court has personal jurisdiction over Defendant under RCW 4.28.185. Defendant transacts business in Washington. The claims giving rise to this action arise from Defendant's transaction of business in this state and Defendant's purposeful transmission of electronic mail

1 messages to Washington residents. This Court also has personal jurisdiction over Defendant under
 2 RCW 19.86.160 because Defendant engaged in conduct in violation of the CPA that had an impact in
 3 Washington. Finally, Plaintiffs received emails from Defendant while in Washington.

4 18. Venue is proper in King County Superior Court because Defendant resides here for
 5 purposes of venue. RCW 4.12.025. At all relevant times, Defendant transacted business in King
 6 County, including by sending electronic mail messages to residents of King County and by selling
 7 products to customers living in King County.

8 **FACTUAL ALLEGATIONS**

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

10 19. Defendant markets and sells mattresses directly to consumers through Defendant's
 11 website www.MattressFirm.com. Defendant's marketing includes emails to consumers.

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

15 21. Defendant advertised these discounts extensively through emails to recipients on their
 16 mailing list who either registered an account on MattressFirm.com, previously made purchases from
 17 MattressFirm.com, or made purchases from a brick-and-mortar Mattress Firm store in Washington.
 18 Additionally, this information is contained in the subject lines of emails.

19 22. When Defendant advertises the discounts through emails with subject lines such as "Up
 20 to 20% Off" or "Up to 72% Off," reasonable consumers interpret the advertisements to mean that
 21 recipients will get a discount off of the former and regular prices charged by Defendant on the website
 22 in the recent past and for a substantial time.

23 23. In other words, reasonable recipients believe that they will receive up to "__% off" the
 24 former and regular prices charged on the website in the recent past, and those higher prices represent
 25 the amount that consumers formerly and consistently had to pay for Defendant's goods on the website
 26 before the sale began, and represent the prices that consumers will consistently have to pay in the
 27 future for Defendant's goods when the sale ends. This creates a sense of value and urgency: buy now,

and you will receive something worth more than you pay for; or wait, and you will pay more for the same thing later.

24. Defendant also sent emails with subject lines stating that purported sales were set to expire soon, or on a specific date, or when a holiday ends. But when many sales ended, they were either extended or another comparable sale began, and the Products' prices did not immediately revert to and stay at the supposed pre-sale Reference Prices for a reasonably substantial time period. The cycle continues repeatedly.

25. Defendant sent numerous commercial emails to Class Members containing the following subject lines on the following dates. The emails below are examples and are not exhaustive.

E-Mail Subject	Date
You're in luck! Here's an extra 25% off—available online until 9AM	1/16/2024
Tonight's your night: EXTRA 20% OFF, online only	1/17/2024
It's not every day you get up to 60% off	1/23/2024
Save big before sunrise ☀ EXTRA 25% OFF ends 9AM	2/18/2024
EXTENDED one more night: Big Holiday Flash Sale	2/20/2024
Snag an extra 25% off—use code FLASH till 8AM Monday!	3/30/2024
No joke: extra 25% off, extended just for you!	4/1/2024
🛒 Shop fast—up to 72% off your perfect bed ends Monday	9/28/2024
Big news → Up to 72% off has been EXTENDED	10/1/2024
You're in luck → Up to 72% off has been extended!	10/1/2024
Up to 72% off has been extended for you	10/1/2024
Bigger deals, deeper zzz's: Up to 72% off ends Monday	10/19/2024
🛒 Huge update: Our 72 Hour Sale was extended	10/22/2024
No scares, just savings: extra 25% off ends 8AM	10/30/2024
👻 Don't be spooked...up to 70% off ENDS TONIGHT	10/31/2024
Quick! Extra 25% off is EXTENDED for one more night	11/1/2024
Last chance to get up to 70% off—extended offer ends *TONIGHT*	11/3/2024
...	...
We're giving you a spooky deal 🎃 Extra 15% off till 8am	10/29/2025
Spooky savings extended: Enjoy an extra 15% off one more night 👻	11/1/2025
We're giving you up to 72% off—3 days only	11/1/2025
We're keeping our spooky deals alive! Claim your extra 15% off tonight	11/1/2025
You've earned it: Take an extra 20% off till 8am	11/3/2025
Today's your lucky day—we're giving you an extra 10% off	11/5/2025
You've earned it: Extra 15% off is all yours	11/6/2025

E-Mail Subject	Date
Score up to 72% off a bed you & your back will love	11/8/2025
Hurry—use code HOLIDAY to unlock your extra 20% off by 9am	11/8/2025
Flash Sale Alert You're getting an extra 20% off	11/9/2025
You deserve it: Here's an extra 20% off	11/11/2025
Flash Sale Alert Extra 15% off is yours for the taking	11/13/2025
Don't miss out: Score up to 72% off—but only till Monday!	11/15/2025
ATTN night owls Swoop in & take up to 20% off	11/17/2025
Your extra 15% off is inside Unlock with code AFTERHOURS	11/20/2025
72 Hours Only: Save up to 72% now	11/22/2025
You're invited to save Get up to 72% off through Monda	11/23/2025
Your ticket to better sleep: Enjoy up to 20% off before 8am	11/24/2025
We appreciate you Take an extra 20% off with code THANKS	11/26/2025
We're giving thanks with an extra 20% off—ends 8am tomorrow	11/27/2025
Add to cart ASAP *All* brands are on sale + up to 72% off!	11/28/2025
Your move: Use code FLASH to secure an *extra* 20% off	11/28/2025
John, last chance Extra 20% off ends *tomorrow* at 9am	11/29/2025
Final chance for up to 72% off! This Black Friday deal ends tomorrow.	11/30/2025
We unlocked it early: Extra 20% off Cyber Monday starts now!	11/30/2025
Clock's ticking Use code CYBER to claim your extra 20% off	12/1/2025
A bonus surprise for you—extra 20% off is extended! Ends tonight.	12/2/2025

26. To further confirm Defendant regularly offers and advertises discounts through emails for Products sold via the website, Plaintiffs' counsel reviewed the subject lines of emails sent by Defendant from November 1, 2024 to March 8, 2025. On nearly every day, Defendant sent an email advertising a limited-time sale. This investigation revealed that Defendant sent emails containing the following subject lines on the listed dates:

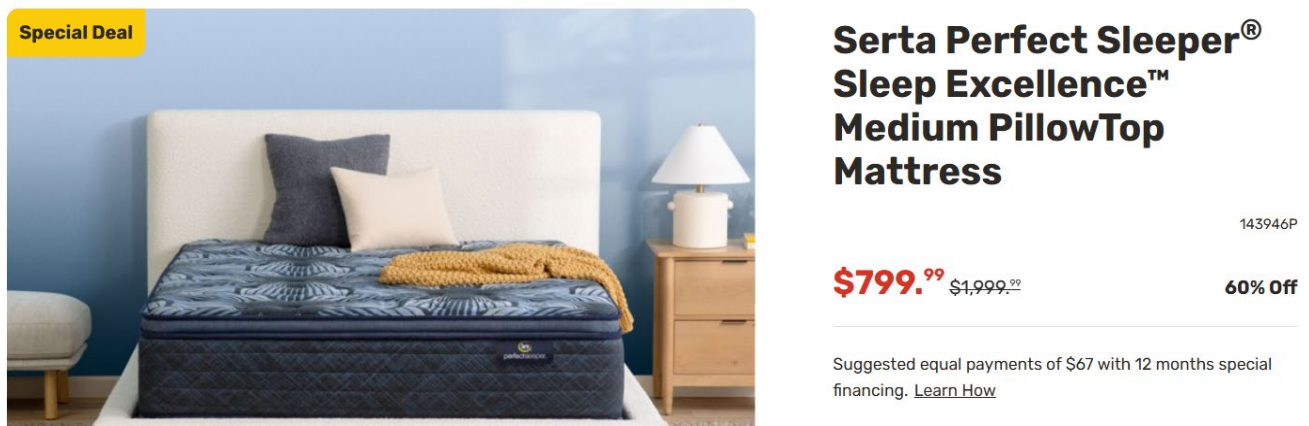
E-Mail Subject	Date
You're getting an extra 25% off before 8AM 🕒	11/1/2024
Last chance to get up to 70% off—extended offer ends *TONIGHT*	11/3/2024
Extra 20% off with code SAVE20 🕒 So little time, so many savings	11/6/2024
Extra 25% off ends TOMORROW at 9AM—thank us later	11/8/2024
!We're giving you up to 70% off till Monday (Don't miss out!)	11/9/2024
Extra 25% off is calling your name! Use code HOLIDAY (asap).	11/9/2024
We're thrilled to offer you an extra 25% off! Use code HOLIDAY asap.	11/6/2024
A quick reminder: EXTRA 25% OFF ends 9AM tomorrow	11/10/2024
Last call 📢 Claim your EXTRA 25% OFF now (offer ends 9AM!)	11/11/2024

E-Mail Subject	Date
Final call! We're offering an extra 25% off—hurry, ends 9AM!	11/11/2024
Double down on better zzz's: Save up to \$700 at our Black Friday Sale	11/13/2024
Snag up to 72% off: ends Monday—don't miss out 📢	11/16/2024
ENDS SOON: Up to 60% off! Don't let this offer slip away... 😊	11/20/2024
Till Monday, take up to 72% off to help you feel right at home	11/23/2024
We're saying goodnight to up to 72% off. Claim your discount now!	11/25/2024
You've earned this! Take an extra 25% off by using code THANKS	11/27/2024
We appreciate you: Use code THANKS for an extra 25% off	11/27/2024
Our big thanks to you: extra 25% off	11/28/2024
Here's an extra 25% off—our Black Friday gift to you 📢	11/29/2024
You've got until Monday: up to 70% off!	11/30/2024
We're offering you up to 70% off, but it ends Monday!	11/30/2024
Extra 25% off with code FLASH: You don't want to sleep on this 📢	11/30/2024
Flash Sale Alert ⚡ Extra 25% off select mattresses + more is yours	12/1/2024
Huge deals, dream beds: Up to 70% off ends tonight 📢	12/2/2024
Tick tock! Use code CYBER to claim your extra 25% off till 8AM tomorrow. 🕒	12/2/2024
Save big after dark with an extra 20% off mattresses & more	12/4/2024
Shop our 72 Hour Sale & score up to 72% off that much-needed upgrade	12/7/2024
Stay awake for better sleep: Up to 25% off at our Night Owl Sale 🦉	12/5/2024
Up to 72% off ends tonight: Snag these savings while there's time!	12/9/2024
Save up to 60% off at our Semi-Annual Sale & Clearance (We don't do this often...)	12/12/2024
One Day Only Act fast & get an extra 20% off	12/13/2024
Today only: You're invited to get an extra 20% off	12/13/2024
You've been selected for an extra 20% off—today only!	12/13/2024
We're giving you up to 72% off—shop now!	12/14/2024
You get up to 72% off! Snap up your savings now.	12/14/2024
We're offering up to 72% off: Don't miss out!	12/14/2024
You deserve it: Get an extra 20% off with code NIGHTOWL	12/15/2024
URGENT: extra 20% off ends at 8AM—get it while you can!	12/18/2024
You deserve this: Up to 60% off + an (exclusive!) extra 10% off	12/20/2024
You earned it: Save up to 72% for a limited time	12/21/2024
Hurry: Up to 25% off ends 8AM—save on your best zzz's!	12/22/2024
We're gifting you an extra 25% off—code: HOLIDAY	12/24/2024
You deserve it: Up to 70% off at the New Year's Sale!	12/26/2024
It's not too late to save up to 70% (but hurry!)	12/28/2024
You earned this late-night offer: Up to 25% off ends 8AM	12/29/2024
FLASH SALE Extra 25% off ends 8AM	12/30/2024
Our NYE gift to you: an extra 25% off (ends 8AM)	12/31/2024
Start 2025 right with an extra 25% off	1/1/2025

E-Mail Subject	Date
Up to 70% off ends tomorrow Get your dream bed for less	1/4/2025
Up to 25% off ends 8AM (!) and we don't want you to miss it	1/5/2025
Up to 60% off: Find deep discounts on deeper sleep	1/10/2025
Cozy up to that much-needed upgrade: Up to 72% off ends Monday!	1/11/2025
You're in luck: Score up to 20% off till 8AM—online only!	1/12/2025
Up to 72% off ends tonight Don't snooze on better zzz's	1/13/2025
Extra 15% off ends 8AM: It pays to stay up late	1/15/2025
Don't miss this: Up to 72% off ends Monday—tick tock	1/18/2025
Got weekend plans? Extra 20% off ends 8AM	1/19/2025
Extra 20% off ends soon—find your dream bed for less!	1/20/2025
LAST CALL: Our Big Weekend Flash Sale ends soon—hurry!	1/21/2025
Clock's ticking: Up to 60% off top brands ends Tuesday	1/24/2025
Hurry: Up to 72% off ends Monday	1/25/2025
Embrace your inner night owl: Up to 20% off ends 8AM	1/26/2025
Heads up: Our 72 Hour Sale ends tonight!	1/27/2025
Reminder: Our 72 Hour Sale officially wraps up tonight!	1/27/2025
Surprise, Here's an extra 15% off mattresses & more	1/29/2025
Up to 72% off is here for three days only Upgrade now	2/1/2025
Spend more, save more Take up to 20% off now	2/2/2025
Open now for an extra 15% off Use code AFTERHOURS by 8AM	2/5/2025
Kick off better zzz's with up to 72% off—final whistle Monday!	2/8/2025
Super sleep, super savings Score up to 20% off till 8AM	2/9/2025
The clock is ticking: Your up to 72% off ends tonight	2/10/2025
We're giving you up to 70% off—ends soon!	2/12/2025
We're giving you an extra 15% off—use it before 8AM	2/13/2025
Up to 70% off the perfect bed? Make your move & save big.	2/15/2025
It's here! Take an extra 20% off mattresses, bedding & more.	2/15/2025
Alert: Flash Sale! Enjoy an extra 20% off until 9AM.	2/17/2025
Last chance Your extra 20% off ends at 9AM—shop now	2/18/2025
Heads up: Our 72 Hour Sale is on! Score major savings on top brands.	2/22/2025
Friendly reminder: 72 Hour Sale ends tomorrow!	2/23/2025
Message for night owls: up to 20% off—sale ends at 8AM!	2/24/2025
Our Prezzz Day Sale ends Tuesday: Hurry & score a major upgrade!	2/26/2025
No plans this weekend? Score up to 72% off & refresh your rest!	3/1/2025
Up to 20% off ends tomorrow: Don't miss your chance to move on it!	3/3/2025
We're giving you an extra 15% off—limited time only	3/6/2025
You're in luck: up to 72% off mattresses is here	3/8/2025

27. Additionally, Plaintiffs' counsel reviewed historical copies of Defendant's website for three randomly selected products available on the Internet Archive's Wayback Machine. The screenshots confirm that, consistent with the subject lines of Defendant's emails, the Products were regularly offered at supposed discounted prices and not the Reference Prices. On information and belief, this is not a new or isolated sales practice by Defendant, but continued regularly throughout at least 2025, 2024, and 2023.

a. Serta Perfect Sleeper Sleep Excellence Medium PillowTop Mattress (Twin)



Special Deal

**Serta Perfect Sleeper®
Sleep Excellence™
Medium PillowTop
Mattress**

143946P

\$799.99 ~~\$1,999.99~~ **60% Off**

Suggested equal payments of \$67 with 12 months special financing. [Learn How](#)

- i. 10/20/2025: \$799.99 (sale price); \$1,299.99 (reference price)
- ii. 05/12/2025: \$1,299.99 (full price); 15% off first order coupon available
- iii. 04/26/2025: \$1,299.99 (full price); 15% off first order coupon available
- iv. 01/16/2025: \$799.99 (sale price); \$1,299.99 (reference price)
 - A. Website banner states "Semi-Annual Sale & Clearance is here"
- v. 07/16/2024: \$799.99 (sale price); \$1,999.99 (reference price)
 - A. Website banner states "July 4th Sale ends soon" with countdown timer
- vi. 06/02/2024: \$799.99 (sale price); \$1,999.99 (reference price)
 - A. Website banner states "72 Hour Sale: Up to 72% off ends today"; "Extra 20% off with code SAVE20"
- vii. 05/18/2024: \$799.99 (sale price); \$1,999.99 (reference price)
- viii. 04/22/2024: \$799.99 (sale price); \$1,999.99 (reference price)
 - A. Website banner states "72 Hour Sale: Up to 72% off ends today"

ix. 03/13/2024: \$799.99 (sale price); \$1,999.99 (reference price)

x. 02/22/2024: \$799.99 (sale price); \$1,999.99 (reference price)

b. Sealy Posturepedic Spring Bloom 12" Medium Mattress (Twin)



😊 96% of customers were happy with their purchase.

**Sealy Posturepedic®
Spring Bloom 12"
Medium Mattress**

138721P

\$313.⁹⁹ ~~\$499.⁹⁹~~

37% Off

Suggested equal payments of \$53 with 6 months special financing. [Learn How](#)

i. 07/25/2025: \$249.77 (sale price); \$499.99 (reference price)

ii. 06/29/2025: \$249.77 (sale price); \$499.99 (reference price)

A. Website banner states “72 hour sale: up to 72% off Ends Monday”

iii. 06/07/2025: \$249.77 (sale price); \$499.99 (reference price)

iv. 05/08/2025: \$249.77 (sale price); \$499.99 (reference price)

v. 04/25/2025: \$249.77 (sale price); \$499.99 (reference price)

vi. 03/16/2025: \$249.77 (sale price); \$499.99 (reference price)

A. Website banner states “72 hour sale: up to 72% off Ends Monday”

vii. 01/03/2025: \$299.99 (sale price); \$499.99 (reference price)

viii. 09/25/2024: \$349.99 (sale price); \$499.99 (reference price)

ix. 07/29/2024: \$313.99 (sale price); \$499.99 (reference price)

x. 07/20/2024: \$349.99 (sale price); \$499.99 (reference price)

A. Website banner states “72 hour sale: up to 72% off”; “Flash Sale: Extra 20% off with code SAVE20”

xi. 07/05/2024: \$299.99 (sale price); \$499.99 (reference price)

xii. 06/19/2024: \$349.99 (sale price); \$499.99 (reference price)

A. Website banner states “July 4th Sale is here”

xiii. 05/22/2024: \$349.99 (sale price); \$499.99 (reference price)

xiv. 02/25/2024: \$349.99 (sale price); \$499.99 (reference price)

xv. 02/20/2024: \$349.99 (sale price); \$499.99 (reference price)

A. Website banner states “Big Holiday Flash Sale: Extra 25% off with code FLASH” with countdown timer

xvi. 01/14/2024: \$349.99 (sale price); \$499.99 (reference price)

xvii. 12/13/2023: \$464.99 (sale price); \$499.99 (reference price)

c. Sleepy’s Basic Hybrid Mattress



Sleepy's Basic Hybrid Mattress

143803P

\$399.⁹⁹ ~~\$799.⁹⁹~~

50% Off



Delivery ☐

To Check Availability [Enter Your Zip Code](#)

Twin

~~\$799.⁹⁹~~
\$399.⁹⁹

Twin XL

~~\$839.⁹⁹~~
\$419.⁹⁹

Full

~~\$899.⁹⁹~~
\$449.⁹⁹

Queen

~~\$999.⁹⁹~~
\$499.⁹⁹

King

~~\$1,199.⁹⁹~~
\$599.⁹⁹

Cal King

~~\$1,199.⁹⁹~~
\$599.⁹⁹

i. 07/03/2024: \$399.99 (sale price); \$799.99 (reference price)

ii. 06/28/2024: \$399.99 (sale price); \$799.99 (reference price)

iii. 05/24/2024: \$399.99 (sale price); \$799.99 (reference price)

iv. 04/29/2024: \$399.99 (sale price); \$799.99 (reference price)

v. 03/13/2024: \$399.99 (sale price); \$799.99 (reference price)

vi. 02/04/2024: \$399.99 (sale price); \$799.99 (reference price)

vii. 01/17/2024: \$399.99 (sale price); \$799.99 (reference price)

28. Reasonable recipients of these emails would believe that Defendant was offering a limited time sale. They would believe that, if they purchase during the sale, they will receive a genuine discount off the regular and former prices of the Products which Defendant consistently charged on the website in the recent past. Moreover, they would believe that the sale would end at the stated time, and if they wait beyond that time, then the sale will be over, and the Products' prices would immediately return to and *stay* at their regular prices.

29. But as shown above, many emails contain false subject lines representing that sales were active, limited in time, and about to end, while in truth Defendant always planned to (1) "extend" or reinstitute the same sale shortly after expiration, or (2) offer comparable discounts for a longer time shortly after expiration.

30. For example, on 11/1/2025, Defendant sent an email stating "We're giving you up to 72% off—3 days only." But Defendant's sales styled as "up to 72% off" were not limited to those 3 days. Indeed, as shown above, Defendant also sent emails advertising "up to 72% off" on 11/8/2025, 11/15/2025, 11/22/2025, 11/23/2025, 11/28/2025, and 11/30/2025. So, the email subject line was deceptive.

31. As another example, on 11/3/2025, Defendant sent an email stating "You've earned it: Take an extra 20% off till 8am." But on 11/5/2025, one day after expiration, Defendant instituted an "extra 10% off sale." Then, on 11/6/2025, Defendant instituted an "extra 15% off sale." And on 11/8/2025, 11/9/2025, 11/11/2025, 11/17/2025, 11/24/2025, 11/26/2025, 11/27/2025, 11/28/2025, 11/29/2025, 11/30/2025, 12/1/2025, and 12/2/2025, Defendant's emails contained subject lines advertising a reinstituted "extra 20% off" or "up to 20% off" discount. So, the supposedly urgent "20% off" discount on 11/3/2025 was misleading because the same or comparable discounts were consistently available.

32. Similarly, on 11/30/2025 and 12/1/2025, Defendant sent emails with the subject lines "We unlocked it early: Extra 20% off Cyber Monday starts now!" and "Clock's ticking Use code CYBER to claim your extra 20% off." Reasonable consumers interpret these subject lines to mean the advertised sale would terminate on Cyber Monday (i.e., Monday December 1, 2025). But according

to the subject line of an email dated 12/2/2025, the same “extra 20% off” sale was “extended.” So, again, the subject lines were false and misleading.

33. These are just a few examples from a very narrow time frame.

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

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

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

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

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

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

39. Defendant’s email subject lines stating the supposed duration of its sales are false and misleading because, as discussed above, Defendant either (1) “extended” or reinstituted the same sale shortly after expiration, or (2) offered comparable discounts for a longer time shortly after expiration.

40. Defendant’s email subject lines stating that recipients will receive significant savings if the recipients purchase during the sale are false and misleading because, as discussed above, consumers do not truly receive the advertised discounts. Instead, because substantial discounts are commonly available, the purported discount is actually much smaller (or there is no discount at all).

41. By misrepresenting the duration of its purported sales in email subject lines, Defendant creates a false sense of urgency. Recipients who read the email subject lines believe that if they act now, they can purchase a higher value item at a limited-time discount; but if they wait, then the

discount will expire and if they want to purchase a Product, they will have to pay the former or regular price.

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

43. Defendant is constantly sending commercial emails to recipients on its mailing list, typically multiple times a week. Plaintiffs and Class Members received such emails from Defendant, many of which include false or misleading subject lines regarding fake discounts with fake time limitations.

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

- a. For consumers who made a purchase on Defendant's website or at Defendant's Washington brick-and-mortar stores, Defendant has physical addresses associated with the recipient's name, email address, and order.
- b. For consumers who register an account on Defendant's website, on information and belief, Defendant has access to data regarding the recipient's state of residence via geolocation and IP address tracking. First, IP addresses are sufficient to confirm the user's physical location including city, state, and zip code.¹ Second, under the heading "Types of Personal Information We Collect About You," Defendant's Privacy Policy states it collects "Non-Specific Geolocation Data, as inferred from your IP address." And under the subheading "Cookies," the Privacy Policy states: "We collect cookies, which are small text

¹ See <https://nordvpn.com/ip-lookup/> ("Looking up an IP address shows you the geolocation of that IP address, including the country, state, city, and zip code.")

files that may be stored on your device when you use our websites. The cookies we use may contain information – such as a unique user ID – or collect information, *such as your IP address* or if you create an account with us on any of our websites, *email address*. Cookies allow us to recognize your device when you return to our website.”

c. For consumers who browse Defendant’s website or click on Defendant’s emails, on information and belief, Defendant can track their IP addresses. It is a standard business practice among major e-commerce companies to employ email and website marketing tools, like tracking pixels, which allow the sender to identify the person opening and clicking on the email by IP address, or the person browsing the website by IP address.

d. To that end, Defendant’s Privacy Policy states: “When you use our website, we share *information that we collect* from you, such as your *email address*, phone number, *IP address* or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and which may be shared with advertising companies to enable interest-based and targeted advertising.”

e. Defendant’s Privacy Policy goes on to state: “We allow third-party companies (e.g., Google and PayPal) to place tags on our digital properties. The tags may collect information about your activity on our websites and may be used by these third-parties to provide us with data and marketing analytics. . . . We may display interest-based ads to you when you are using Facebook through a tool offered by Facebook called the Custom Audience Tool. . . . The tool lets Mattress Firm convert your e-mail address to a unique number that Facebook uses to match to unique numbers Facebook generates from e-mail addresses of its users. . . . We may display interest-based ads to you when you are using

Google through a tool offered by Google called the Custom Match Program. . . . The tool lets Mattress Firm convert your e-mail address to a unique number that Google uses to match to unique numbers Google generates from e-mail addresses of its users.”

f. Defendant has access to granular location information tied to email addresses from commercial data brokers like Oracle, Equifax, and Lexis. Defendant can purchase consumer data from these brokers which connects individuals to email addresses, state of residence, and physical location. To that end, Defendant’s Privacy Policy states: “We may obtain your *personal information* from *third-party sources*, such as marketing and advertising partners, service providers, your friends and family, and social media companies.”

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

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

45. Defendant knows what sales it offers on its website and the prices advertised on its website. Defendant also knows that, in truth, the sales are not truly ending as advertised and products are regularly discounted on the website.

C. Defendant’s Deceptive Emails Violate Federal Law.

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

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

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

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

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

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

20 (e) If the former price is set forth in the advertisement, *whether accompanied or not* by
21 descriptive terminology such as “Regularly,” “Usually,” “Formerly,” etc., the advertiser
22 should make certain that the former price is not a fictitious one. If the former price, or the
23 amount or percentage of reduction, is not stated in the advertisement, as when the ad merely
24 states, “Sale,” the advertiser must take care that the amount of reduction is not so
25 insignificant as to be meaningless. It should be sufficiently large that the consumer, if he
26 knew what it was, would believe that a genuine bargain or saving was being offered. An
27 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.

48. 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 expect to increase the price at a later date, or *make a 'limited' offer which, in fact, is not limited.*" 16 C.F.R. § 233.5.

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

49. Studies and articles support the effectiveness of Defendant's deceptive email scheme.

50. "By creating an impression of savings, the presence of a higher reference price enhances subjects' perceived value and willingness to buy the product."² Thus, "empirical studies indicate that, as discount size increases, consumers' perceptions of value and their willingness to buy the product increase, while their intention to search for a lower price decreases."³

51. "[R]eference prices are important cues consumers use when making the decision concerning how much they are willing to pay for the product."⁴ This study also concluded that "consumers are likely to be misled into a willingness to pay a higher price for a product simply because the product has a higher reference price."⁵

52. A study regarding the effect of the time-limited advertisement "10 Hours Only Super Sale" concluded that "[t]he willingness to buy was significantly higher" and "the attitude towards the deal was more favorable."⁶

² Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or Deceptive?*, 11 J. Pub. Pol'y & Mktg. 52, 55 (Spring 1992).

³ *Id.* at 56.

⁴ Jerry B. Gotlieb & Cyndy Thomas Fitzgerald, *An Investigation Into the Effects of Advertised Reference Prices On the Price Consumers Are Willing To Pay For the Product*, 6 J. of App'd Bus. Res. 1 (1990).

⁵ *Id.*

⁶ See Aggarwal, P., *Use it or lose it: Purchase acceleration effects of time-limited promotions*, Journal of Consumer Behaviour (Sept. 17, 2002) at 399-401.

53. An article explains that, in a test case, the addition of countdown timers increased conversion rates “from ~3.5% to ~10%.”⁷

54. Another article explains: “We compared the performance to previous ‘big sale’ campaigns featuring a similar single-minded design, but without the countdown timer. The uplift was impressive showing . . . 400% higher conversion rate” with countdown timer.⁸

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

E. Plaintiffs

Plaintiff Alan Wedge

56. On or about September 19, 2025, Plaintiff Wedge visited a Mattress Firm store in Renton, WA and purchased a Sealy Hybrid HD Firm Mattress King Prime and a Sealy Hybrid HD Firm Mattress Full Prime (sales order # D50802925263015826). At that time, he provided Mattress Firm with his physical address in Seattle, Washington and his email address.

57. Thus, since at least September 19, 2025, and on information and belief as of April 2025, Defendant knew that Plaintiff Wedge was a resident of Washington and that any emails sent to Plaintiff Wedge would be sent to a Washington resident.

58. On information and belief, Plaintiff Wedge received each of the emails listed in paragraphs 25 and 26 (above) that Defendant sent since April 2025. At minimum, Plaintiff Wedge received the following emails and subject lines, which are only representative examples.

- a. 04/21/2025: Our 72 Hour Sale is extended [. . .]
- b. 06/08/2025: Ends TOMORROW: Get up to 72% off [. . .]
- c. 07/06/2025: Get an extra 20% off instantly! Use code HOLIDAY now.

⁷ See CXL, *How Creating a Sense of Urgency Increased Sales by 332%* (Feb. 28, 2023), at pp. 10-18, available at <https://cxl.com/blog/creating-urgency> (last visited November 3, 2025).

⁸ See 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/> (last visited November 3, 2025).

- d. 07/07/2025: Prime Time Flash Sale: We're giving you an extra 20% off till Fri.
- e. 07/09/2025: Your extra 20% off ends Friday 🎁 Save big at our Prime Time Flash Sale
- f. 07/11/2025: Final day! Your extra 20% off + our Prime Time savings end tonight.
- g. 07/19/2025: Up to 72% off the sleep you've been dreaming of—ends Monday!
- h. 07/21/2025: Tossing & turning? Take up to 20% off your sleep upgrade.
- i. 07/24/2025: Your extra 15% off is waiting 🔒 Unlock savings with code AFTERHOURS
- j. 07/26/2025: 72 Hour Sale → Up to 72% off your perfect mattress ends Monday
- k. 09/20/2025: The countdown is on: Up to 72% off ends Monday 🎁
- l. 09/22/2025: Tired of bad sleep? An extra 20% off can help you fix that
- m. 09/24/2025: Open now & get up to 60% off better sleep
- n. 09/25/2025: Score! Use code AFTERHOURS for an extra 15% off
- o. 11/15/2025: Don't miss out: Score up to 72% off—but only till Monday!
- p. 11/29/2025: Alan, last chance 🎁 Extra 20% off [. . .]

59. Plaintiff Wedge received the vast majority if not all of Defendant's emails at issue while he was physically present in Washington.

60. Plaintiff Wedge continues to receive emails from Defendant.

61. Due to Defendant's conduct, Plaintiff cannot be certain which emails from Defendant contain truthful information and which emails are spam with false and misleading information in subject lines designed to spur consumers into making a purchase. Thus, without a court order requiring Defendant to only send honest emails about sales, Plaintiff cannot discern which emails are not false or misleading.

Plaintiff Alex Trinidad

62. On or about June 30, 2023, Plaintiff Trinidad visited a Mattress Firm store in Puyallup, WA and purchased a PressureSmart Mattress and adjustable base, totaling \$930.73. At that time, he

provided Mattress Firm with his physical address in Washington and his email address. The products were delivered to Plaintiff Trinidad at his Puyallup, WA address on or about July 1, 2023.

63. Thus, since at least June 30, 2023, Defendant knew that Plaintiff Trinidad was a resident of Washington and that any emails sent to Plaintiff Trinidad would be sent to a Washington resident.

64. On information and belief, Plaintiff Trinidad received emails from Mattress Firm since June 20, 2023, including each of the emails listed in paragraphs 25 and 26 (above). At minimum, Plaintiff Trinidad received the following emails and subject lines, which are only representative examples.

- a. 07/02/2023: Mattress Firm 40% off Adjustable Base Protection
- b. 09/08/2025: Quick: Save up to 20% now with code NIGHTOWL (tonight only!)
- c. 11/29/2025: Alex, last chance 🕒 Extra 20% off ends *tomorrow* at 9am
- d. 11/30/2025: We're giving you an extra 20% off—Cyber Monday deals are officially unlocked! 🎉
- e. 12/01/2025: Clock's ticking 🕒 Use code CYBER to claim your extra 20% off
- f. 12/02/2025: A bonus surprise for you—extra 20% off is extended! Ends tonight.
- g. 12/11/2025: It's officially here: Up to 60% off during our Once-A-Year Sale & Clearance
- h. 12/28/2025: Your bed's so 2025 🌟 Up to 72% off your upgrade + FREE adjustable base
- i. 12/29/2025: Up to 20% off, tonight only! Use code NIGHTOWL for amazing deals.
- j. 01/09/2026: You deserve this deal: up to 60% off—act fast!
- k. 01/15/2026: We've got up to 60% off waiting for you! Hurry—ends Tuesday



1 1. 01/17/2026: Ends Monday: Score up to 72% off before this deal is gone

2 65. Plaintiff Trinidad received the vast majority if not all emails at issue while he was
3 physically present in Washington.

4 66. Plaintiff Trinidad continued to receive emails from Defendant up through early 2026.

5 67. Due to Defendant's conduct, Plaintiff cannot be certain which emails from Defendant
6 contain truthful information and which emails are spam with false and misleading information in
7 subject lines designed to spur consumers into making a purchase. Thus, without a court order requiring
8 Defendant to only send honest emails about sales, Plaintiff cannot discern which emails are not false
9 or misleading.

10 **F. No Adequate Remedy at Law.**

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

15 **CLASS ACTION ALLEGATIONS**

16 69. Plaintiffs bring the asserted claims on behalf of the following proposed class (the
17 "Class") and subclasses:

18 All Washington residents who, during the Class Period, received promotional
19 emails from Defendant with subject lines either (i) advertising "% off" discounts;
20 (ii) stating a sale, discount, or price would end at a specified date but the same sale,
21 discount, or price was extended upon expiration; or (iii) stating a sale, discount, or
22 price is time limited, ending, or tethered to a holiday or event, when Defendant
reinstated the same or comparable sale, discount, or price for a longer time.

23 70. Plaintiffs reserve the right to propose additional subclasses based on specific
24 subcategories of emails and Class Members at class certification.

25 71. The Class Period is the time period beginning on the date established by the Court's
26 determination of any applicable statute of limitations and ending on the date a class certification order
27

1 is entered in this action. Thus, the statute of limitations begins no later than the date four years before
2 this Complaint is filed.

3 72. The following people are excluded from the proposed Class: (1) any Judge or
4 Magistrate Judge presiding over this action and the members of their family; (2) Defendant,
5 Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or
6 its parents have a controlling interest and their current employees, officers and directors; and (3)
7 Plaintiff's counsel and Defendant's counsel.

8 *Numerosity*

9 73. The proposed Class contains members so numerous that separate joinder of each
10 member of the class is impractical. On information and belief, there are at least 50 Class Members in
11 Washington.

12 74. Class Members can be identified through Defendant's electronic mailing lists, internal
13 records, and public notice.

14 *Predominance of Common Questions*

15 75. There are questions of law and fact common to the proposed Class. Common questions
16 of law and fact include, without limitation:

- 17 a. whether Defendant's email subject lines regarding purported discounts are
18 false or misleading;
- 19 b. whether Defendant's email subject lines violate CEMA;
- 20 c. whether Defendant's email subject lines violate the CPA; and
- 21 d. the greater of actual damages or statutory damages due to the Plaintiffs and the
22 proposed Class.

23 *Typicality & Adequacy*

24 76. Like members of the proposed Class, Plaintiffs received emails from Defendant that
25 contained false or misleading subject lines regarding discounts.

26 77. There are no conflicts of interest between Plaintiffs and the Class.

27 *Superiority*

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

CLAIMS

COUNT I

Violations of Washington's Commercial Electronic Mail Act (By Plaintiffs and the Class)

79. Plaintiffs incorporate paragraphs 1-78 above.

80. Plaintiffs bring this cause of action individually and on behalf of members of the Class.

81. Defendant is a "person" under CEMA. RCW 19.190.010(11).

82. As alleged more fully above, Defendant violated CEMA by initiating the transmission of commercial electronic mail messages that contained false or misleading information in the subject line to Plaintiffs' and Class Members' electronic mail addresses.

83. Defendant sent these emails to Plaintiffs and Class Members for the purpose of promoting the Products for sale.

84. Defendant knew or had reason to know that it transmitted such emails to email addresses held by Washington residents, including Plaintiffs.

85. Defendant's acts and omissions violated RCW 19.190.020(1)(b).

86. The balance of equities favors the entry of permanent injunctive relief against Defendant. Plaintiffs, the members of the Class, and the general public will be irreparably harmed absent the entry of permanent injunctive relief. On information and belief, Defendant's unlawful behavior is ongoing as of the date of the filing of this pleading, so without the entry of a permanent injunction, Defendant's unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

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

COUNT II

**Violations of the Washington Consumer Protection Act via Misleading Emails
(By Plaintiffs and the Class)**

88. Plaintiffs incorporate paragraphs 1-78 above.

89. Plaintiffs bring this cause of action individually and on behalf of members of the Class.

90. Plaintiffs and Class Members are “persons” within the meaning of the CPA. RCW 19.86.010(1).

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

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

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

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

Unfair Acts or Practices

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

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

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Deceptive Acts or Practices

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

98. Defendant's representations were misleading to Plaintiffs and other reasonable recipients. Defendant knew, through the exercise of reasonable care, that these statements were inaccurate and misleading.

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

100. Defendant's acts and omissions caused injury to Plaintiffs and Class Members. Violations of CEMA establish the injury and causation elements of a CPA claim as a matter of law.

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

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

103. Plaintiffs and Class Members are also entitled to, and seek, injunctive relief prohibiting further violations of the CPA.

JURY DEMAND

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

PRAYER FOR RELIEF

105. Plaintiffs seek the following relief for themselves and the proposed Class:

- A. An order certifying the asserted claims, or issues raised, as a class action;
- B. A judgment in favor of Plaintiffs and the proposed Class;
- C. The greater of actual or statutory damages, treble damages, and punitive damages where applicable;
- D. Pre- and post-judgment interest;
- E. An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- F. Reasonable attorneys' fees and costs, as allowed by law;
- G. Any additional relief that the Court deems reasonable and just.

Dated: June 10, 2026

Respectfully submitted,

By: /s/M. Anderson Berry

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