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CASE #: 26-2-13919-9 SEA

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

MALIKA BENNETT, on her own behalf and
on behalf of others similarly situated,

Plaintiff,

vs.

PERF OPCO, LLC, d/b/a PERFUMANIA,

Defendant.

Case No.: _____ SEA

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Malika Bennett, on her own behalf and on behalf of others similarly situated, on information and belief except to her own experiences and matters of public record, complains of Perf Opco, LLC, doing business as Perfumania ("Defendant" or "Perfumania") as follows:

I. INTRODUCTION

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

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

1 19.190.020(1)(b).

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

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

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

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

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

16 **II. JURISDICTION AND VENUE**

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

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

20 **III. PARTIES**

21 10. Plaintiff Malika Bennett is a resident of King County, Washington.

22 11. Defendant Perf Opco, LLC, is a Delaware company with its principal address at
23 2650 SW 145th Ave., Miramar, FL 33027 and a registered agent in the State of Washington at
24

1 Corporate Creations Network Inc., 707 W. Main Ave., #B1, Spokane, Washington, 99201.

2 **IV. FACTUAL ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 40. Perfumania is a fragrance and body products retailer. The company’s merchandise
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1 is available on its website, perfumania.com, and at its retail locations.

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

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

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

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

22 45. First, Perfumania sends consumers marketing emails advertising a new promotion.
23 For instance, on November 24, 2023, it transmitted an email with the subject line: "Happy Black
24

1 Friday | Enjoy up to \$50 off!" Inside, the email detailed the terms of the promotion which offered
2 \$10 off purchases of \$100+, \$25 off purchases of \$175+, and \$50 off purchases of \$250+ using
3 promotional codes which consumers could enter on Perfumania's website.

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

7 47. Perfumania did so, regarding the Black Friday sale, later that same day, November
8 24, 2023, in an email with the subject line: "Last Call: Black Friday Savings End Tonight!" The
9 email's preview text further emphasized that it was consumers' "last chance" to obtain the
10 advertised savings while blinking text inside the message exclaimed: "ENDING SOON[.]" Below
11 that graphic, Perfumania provided a fourth warning reiterating the impending deadline: "Black
12 Friday Savings End Tonight: 11/24/2023 at 11:59 PM[.]"

13 48. Thus, within a single transmission, Perfumania layered four distinct time pressure
14 claims upon recipients. However, the warnings shared an additional commonality beyond their
15 means of conveyance: they were all inaccurate – misleadingly so.

16 49. Despite these unambiguous representations concerning the end of the Black Friday
17 Sale, the promotion did not conclude on November 24, 2023, as advertised. Instead of providing
18 consumers with accurate terms, the fragrance retailer chose to keep them in the dark regarding the
19 sale's end date.

20 50. In the final stage of its scheme, Perfumania replaces the advertised deadline with
21 the real deadline, purportedly extending the life of the promotion. For the Black Friday sale,
22 Perfumania announced the "extension" the following day, on November 25, 2023, in an email
23 titled: "👉 Black Friday Deals Extended!" The email confirmed that the Black Friday Sale would
24


1 be “EXTENDED ALL WEEKEND[.]”

2 51. Thus, one day after warning consumers that the sale was ending, Perfumania
3 extended the promotion, thereby proving the falsity of its November 24, 2023, subject line.
4 Consumers in receipt of the earlier emails were not at risk of missing the discount/promotion
5 because Perfumania did not end the promotion on November 24, as advertised. The false deadline
6 for the Black Friday sale is simply one element of Perfumania’s cohesive marketing strategy meant
7 to compel consumers to purchase its merchandise.

8 52. Perfumania redeployed its ruse for the subsequent holiday season as well, yet again
9 pairing a false deadline with a surprise extension.

10 53. An email sent on November 29, 2024, was titled: “Last Call: Black Friday Savings
11 End Tonight![,]” The email’s preview text proclaimed that 2024’s “Black Friday Deals” were
12 “Ending Soon.” Inside of the email, fine print provided the precise minute that the opportunity was
13 to conclude: “Offer Ends: 11/29/24 at 11:59 PM[.]”

14 54. To the detriment of consumers, the November 29, 2024, subject line communicated
15 a false deadline.

16 55. The very next day, Perfumania confirmed the falsity of its November 29, 2024,
17 subject line. On November 30, 2024, it transmitted an email with the subject heading: “ Black
18 Friday Deals Extended![,]” Again, the Black Friday promotion would be available for the weekend
19 to come.

20 56. So, despite the unambiguous deadline that it communicated in its November 29,
21 2024, subject line, Perfumania made the same offer available for days to follow.

22 57. By stuffing consumer inboxes with such misinformation, Perfumania ensures that
23 email recipients lack the accurate details needed to make educated buying decisions.
24

1 58. Days later, December would deploy more carefully designed deception.

2 59. On December 2, 2024, Perfumania transmitted an email with the subject line: "Act
3 Fast! Cyber Monday is Almost Over!" The email's preview text confirmed that the "Biggest Sale
4 of the Year" would be "Ending Soon!" Text within the email provided promotional codes that
5 consumers could enter on Perfumania's website to obtain discounts based upon their total spend
6 amount and specified the moment the sale was to end: "Offer Ends 12/02/24 at 11:59 PM[.]"

7 60. True to form, the deadline which Perfumania communicated to consumers was a
8 false one.

9 61. On December 3, 2024, it transmitted an email titled: "Cyber Monday Deals
10 Extended: One More Day to Save!" The email confirmed that the sale would continue while
11 providing the Sale's real deadline: "12/03/24 at 11:59 PM[.]"

12 62. The December 3 email also confirmed that the "almost over" language used in the
13 December 2, 2024, subject line was a misleading time pressure claim rather than a reliable fact
14 about the promotional opportunity.

15 63. Before 2024 could end, Perfumania launched at least one additional marketing
16 laced with notes of deception.

17 64. On December 9, 2024, it sent an email announcing the impending end of its "Green
18 Monday" promotion within the subject line: "Final Call: Green Monday Savings Inside!" The body
19 of the email provided promotional codes that consumers could enter on Perfumania's website to
20 obtain discounts based upon their total spend amount, ranging from \$10 off to \$25 off. Per usual,
21 text within the message also communicated a clear deadline for the offer: "12/09/24 at 11:59 PM."

22 65. Yet, December 9, 2024, was not the "final call" for the sale. One day later, on
23 December 10, 2024, Perfumania provided the true end date for the Green Monday promotion in
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1 an email titled: “Extended! Green Monday Savings Continue[.]”

2 66. Thus, despite the warning communicated in the December 9, 2024, subject line,
3 consumers could still access the same opportunity beyond the deadline first advertised by
4 Perfumania.

5 67. Perfumania continued to include false and misleading subject lines in its marketing
6 strategy in 2025.

7 68. On November 28, 2025, it transmitted an email with the subject heading: “ 🎁 Last
8 Call: Black Friday Savings End Tonight!” The body of the email provided promotional codes that
9 consumers could enter on Perfumania’s website to obtain discounts based upon their total spend
10 amount, ranging from \$10 off to \$50 off. Per usual, text within the message also contained an
11 unambiguous deadline for the offer: “11/28/25 at 11:59 PM.”

12 69. Despite representing that the special discount would end on November 28,
13 Perfumania returned to consumers’ inboxes the very next day, on November 29, 2025, to offer the
14 same discounts. An email sent that day announced that the promotion would continue for the entire
15 weekend. The email was titled: “ ⚡ Black Friday Deals Extended!!!”

16 70. The misleading nature of these communications couldn’t be clearer. Consumers in
17 receipt of the November 28, 2025, subject line are urged to visit Perfumania’s website because the
18 chance for significant savings was nearly over. In reality, Perfumania never intended to end the
19 promotion on November 28, 2025. Consumers could obtain the same deal for the entirety of the
20 weekend, as confirmed by the November 29, 2025, email.

21 71. Perfumania recycled the ruse days later.

22 72. On December 1, 2025, it sent an email carrying the subject line: “Act Fast! Cyber
23 Monday is Almost Over!” Text within the email provided promotional codes that consumers could
24

1 enter on Perfumania’s website to obtain discounts based upon their total spend amount and
2 specified the moment the sale was to end: “Offer Ends 12/01/25 at 11:59 PM[.]”

3 73. However, the Cyber Monday promotion was not “Almost Over” on December 1.

4 74. On December 2, 2025, Perfumania transmitted an email titled: “Cyber Monday
5 Extended — Last Chance to Shop[.]”

6 75. Thus, a deal which was purported to end on December 1, 2025, was available the
7 very next day.

8 76. This is an established pattern for Perfumania. When advertising the Green Monday
9 sale in 2025, it deployed the same deception it had used to market the same sale in 2024.

10 77. On December 8, 2025, Perfumania sent consumers an email titled: “Last Call for
11 Holiday Deals — Green Monday is LIVE[.]” The body of the email provided promotional codes
12 that consumers could enter on Perfumania’s website to obtain discounts based upon their total
13 spend amount, ranging from \$10 off to \$25 off. Consistent with Perfumania’s typical pattern, the
14 message also communicated a clear deadline for the offer: “12/08/25 at 11:59 PM.”

15 78. Then, the very next day, Perfumania confirmed the falsity of the December 8, 2025,
16 subject line. An email sent on that date communicated the actual deadline for the Green Monday
17 promotion within its title: “🌿 Green Monday Extended—One More Day to Save!”

18 79. As the subject lines of its marketing emails demonstrate, Perfumania employs a
19 strategy where it pressures consumers to purchase products from its website by falsely representing
20 the limited availability of its offers.

21 80. These and other examples of Perfumania’s commercial emails with subject lines
22 containing false or misleading statements are attached to this Class Action Complaint as Exhibit A.
23
24

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

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

6 82. First, the sheer volume of email marketing that Perfumania engages in put it on
7 notice that Washington residents would receive its emails.

8 83. Second, Perfumania may obtain location information tied to email addresses when
9 consumers make purchases from Perfumania through digital platforms, or otherwise self-report
10 such information to Perfumania.

11 84. Third, Perfumania may obtain location information tied to email addresses by
12 tracking the IP addresses of devices used to open Perfumania emails, which in turn can be
13 correlated to physical location (as illustrated, for example, by the website
14 <https://whatismyipaddress.com/>).

15 85. Specifically, Perfumania appears to use Listrak to manage its email marketing
16 campaigns. This platform should allow Perfumania to access a list of every email address that was
17 sent a marketing email. It should also allow Perfumania to determine which email addresses
18 viewed the emails and to produce a list of every link that each mail recipient clicked on.

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

23 87. Fifth, Perfumania may obtain location information tied to email addresses by using
24

1 “identity resolution” services offered by companies such as LiveRamp, which can connect
2 consumers’ email addresses to their physical locations, among other identifiers.

3 88. Sixth, Perfumania may obtain information that the recipients of its marketing
4 emails are Washington residents because that information is available, upon request, from the
5 registrant of the Internet domain names contained in the recipients’ email addresses. *See* RCW
6 19.190.020(2).

7 89. It is thus highly probable that a seller of Perfumania’s size and sophistication
8 employs not just one but several means of tying consumers’ email addresses to their physical
9 locations, at least at the state level.

10 **D. Perfumania violated Plaintiff’s right under CEMA to be free from deceptive**
11 **commercial emails.**

12 90. Perfumania has spammed Plaintiff with commercial emails whose subject lines
13 contain false or misleading statements in violation of her right to be free from such annoyance and
14 harassment under CEMA.

15 91. For example, Plaintiff received the following emails from Perfumania:

- 16 a. An email sent on November 28, 2025, titled: “ 📣 Last Call: Black Friday
17 Savings End Tonight!” This email contained a false or misleading subject
18 line sent by Perfumania as described above at paragraphs 67 through 70.
- 19 b. An email sent on December 1, 2025, titled: “Act Fast! Cyber Monday is
20 Almost Over!” This email contained a false or misleading subject line sent
21 by Perfumania as described above at paragraphs 72 through 75.
- 22 c. An email sent on December 8, 2025, titled: “Last Call for Holiday Deals —
23 Green Monday is LIVE[.]” This email contained a false or misleading
24 subject line sent by Office Depot as described above at paragraphs 76

1 through 78.

2 92. The subject line of these emails are false or misleading in violation of CEMA.

3 93. The subject line contained false statements of fact as to the “duration or availability
4 of a promotion.” *Brown*, 567 P.3d at 47.

5 **V. CLASS ALLEGATIONS**

6 94. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative
7 class (“Class”):

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

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

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

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

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

21 99. There are questions of law or fact common to the class, including without limitation
22 whether Defendant sent commercial emails containing false or misleading information in the
23 subject line; whether Defendant sent such emails to email addresses it knew or had to reason to
24 know were held by Washington residents; whether Defendant’s conduct violated CEMA; whether

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

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

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

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

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

21 104. A class action is superior to other available methods for the fair and efficient
22 adjudication of the controversy because, among other reasons, the claims at issue may be too small
23 to justify individual litigation and management of this action as a class presents no special
24

1 difficulties.

2 **VI. CLAIMS TO RELIEF**

3 **First Claim to Relief**

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

5 105. Plaintiff incorporates and realleges paragraphs 1-93 above.

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

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

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

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

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

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

3 **Second Claim to Relief**

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

5 112. Plaintiff incorporates and realleges paragraphs 1–93 above.

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

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

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

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

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

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

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

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

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

7 **VII. JURY DEMAND**

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

10 **VIII. PRAYER FOR RELIEF**

11 Plaintiff asks that the Court:

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

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

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

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

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

20 *[Counsel signatures to follow on next page.]*

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1 Date: April 28, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

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*** Applications for admission**

pro hac vice forthcoming