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KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE #: 25-2-38865-4 KNT

SUPERIOR COURT OF THE STATE OF WASHINGTON  
KING COUNTY

CRYSTAL BUMPAS, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

vs.

LANE BRYANT BRANDS OPCO LLC,

*Defendant.*

Case No.

**CLASS ACTION COMPLAINT**

**JURY DEMAND**

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1 **I. Introduction.**

2 1. Deceptive marketing emails plague consumers' inboxes. To put an end to this, the  
3 Washington legislature enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW  
4 19.190. CEMA prohibits any person from sending a commercial email with a false or misleading subject  
5 line. RCW 19.190.020.

6 2. For marketing emails that advertise sales or product discounts, CEMA prohibits subject  
7 lines that misrepresent when a purported sale ends and the size of the true discount. *Brown v. Old Navy*  
8 LLC, 4 Wn.3d 580 (Wash. 2025).

9 3. Defendant Lane Bryant Brands Opco LLC ("Lane Bryant" or "Defendant") makes,  
10 markets, and sells plus-size clothing, shoes, and accessories ("Lane Bryant Products" or "Products").  
11 The Products are sold online through Defendant's Website, www.lanebryant.com (the "Lane Bryant  
12 Website" or the "Website"), as well as in-person in Defendant's brick-and-mortar stores.

13 4. Defendant sends commercial emails to Washington residents on its mailing list. These  
14 emails frequently contain subject lines that advertise time-limited promotions or discounts on Lane  
15 Bryant Products. For example, "LAST CALL, FAM! Your 40% OFF ends tn 🕒" or "LAST CALL!  
16 50% OFF + EXTRA 10% OFF." But the true discounts are not what the emails claim, and the sales are  
17 not time-limited like the subject lines represent.

18 5. Plaintiff is a Washington resident who received emails from Defendant promoting  
19 Defendant's made-up discounts in the subject line. Plaintiff brings this case to protect Washington  
20 residents from Defendant's false and misleading emails about its purported discounts.

21 **II. Parties.**

22 6. Plaintiff Crystal Bumpas is domiciled in Moxee, Washington.

23 7. The proposed class includes citizens of Washington.

24 8. Defendant Lane Bryant Brands Opco LLC is an Ohio company with its principal place  
25 of business at 933 MacArthur Boulevard, Mahwah, NJ, 07430. Defendant's previous principal place of  
26 business was 8323 Walton Parkway, New Albany, Ohio, 43054, but Defendant moved in 2024.

1 **III. Jurisdiction and Venue.**

2 9. 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 jurisdiction  
6 over claims brought under CEMA and the CPA.

7 10. This Court has personal jurisdiction over Lane Bryant under RCW 4.28.185. Defendant  
8 transacts business in Washington. The claims giving rise to this action arise from Defendant’s  
9 transaction of business in this state and also Defendant’s purposeful transmission of electronic mail  
10 messages to Washington residents. This Court also has personal jurisdiction over Defendant under  
11 RCW 19.86.160 because Defendant has engaged in conduct in violation of the CPA that has had an  
12 impact in Washington.

13 11. Venue is proper in King County Superior Court because Lane Bryant resides here for  
14 purposes of venue. RCW 4.12.025. At all relevant times, Lane Bryant has transacted business in King  
15 County, including by selling products to customers living in King County, operating at least one retail  
16 store in King County, and by sending electronic mail messages to residents of King County.

17 **IV. Facts.**

18 **A. Defendant advertises fictitious, supposedly time-limited discounts.**

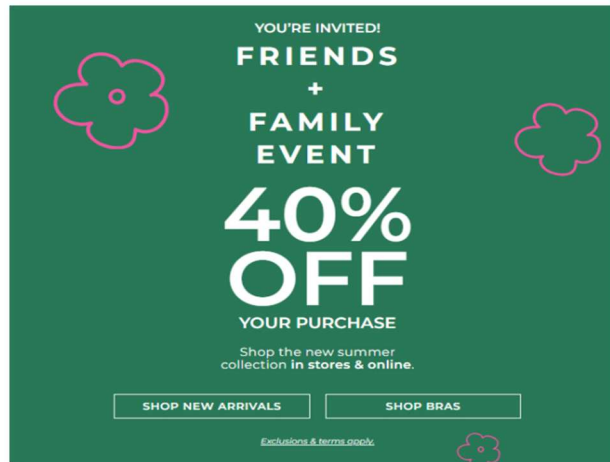
19 12. Defendant makes, markets, and sells exclusive plus-size clothing, shoes, and accessories  
20 products.<sup>1</sup> Defendant sells its Products directly to consumers online, through the Lane Bryant Website,  
21 lanebryant.com, and its brick-and-mortar stores.

22 13. Through its advertisements, including on the Lane Bryant Website, Defendant creates  
23 the false impression that its Products’ regular prices are higher than they truly are. The Website routinely  
24 advertises substantial sales on all Lane Bryant Products, or else on large portions of the Products,  
25 including by offering numerous different promotions that apply to different Product categories,

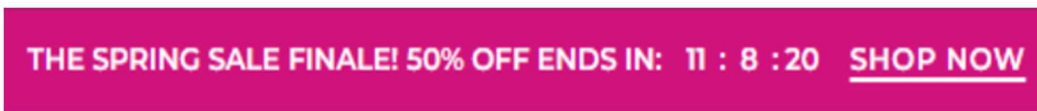
26 \_\_\_\_\_  
27 <sup>1</sup> Defendant largely sells exclusive Lane Bryant Products, but it does sell some non-exclusive  
Products produced and sold by third-parties (for example, Sketchers products).

1 resulting in nearly all Products being on sale at any given time. The combined effect of these constant  
 2 sales is that Defendant’s Products do not actually regularly sell for the purported regular prices that  
 3 Defendant advertises, and instead regularly sell for significantly discounted prices.

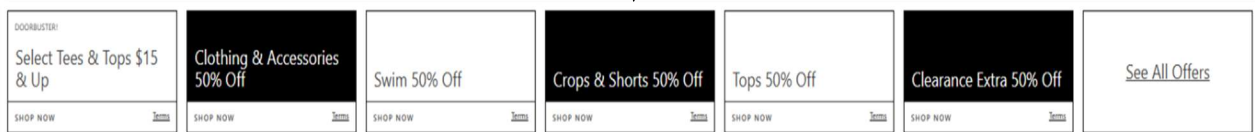
4 14. Defendant advertises numerous and substantial promotions prominently across its  
 5 Website. For example, Defendant advertises the sales on its homepage, on banners visible across the  
 6 Website, on a “Today’s Offers” pop-up visible across the Website, on search and Product category  
 7 pages, on individual Product listings, and during check-out. The promotions are advertised in a variety  
 8 of ways, including by showing that Products are on sale for “X% Off,” and by placing lower discounted  
 9 prices (e.g., \$52.46) next to purported regular prices shown in strikethrough font (e.g., ~~\$74.95~~). Examples  
 10 are included below:



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18 Captured June 1, 2023

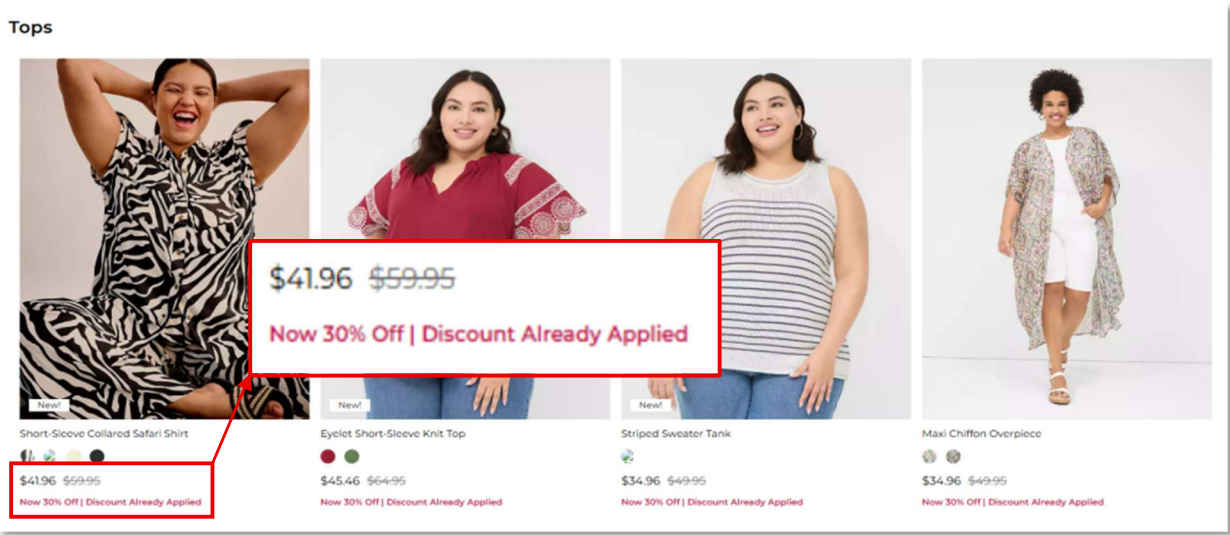


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21 Captured April 20, 2025

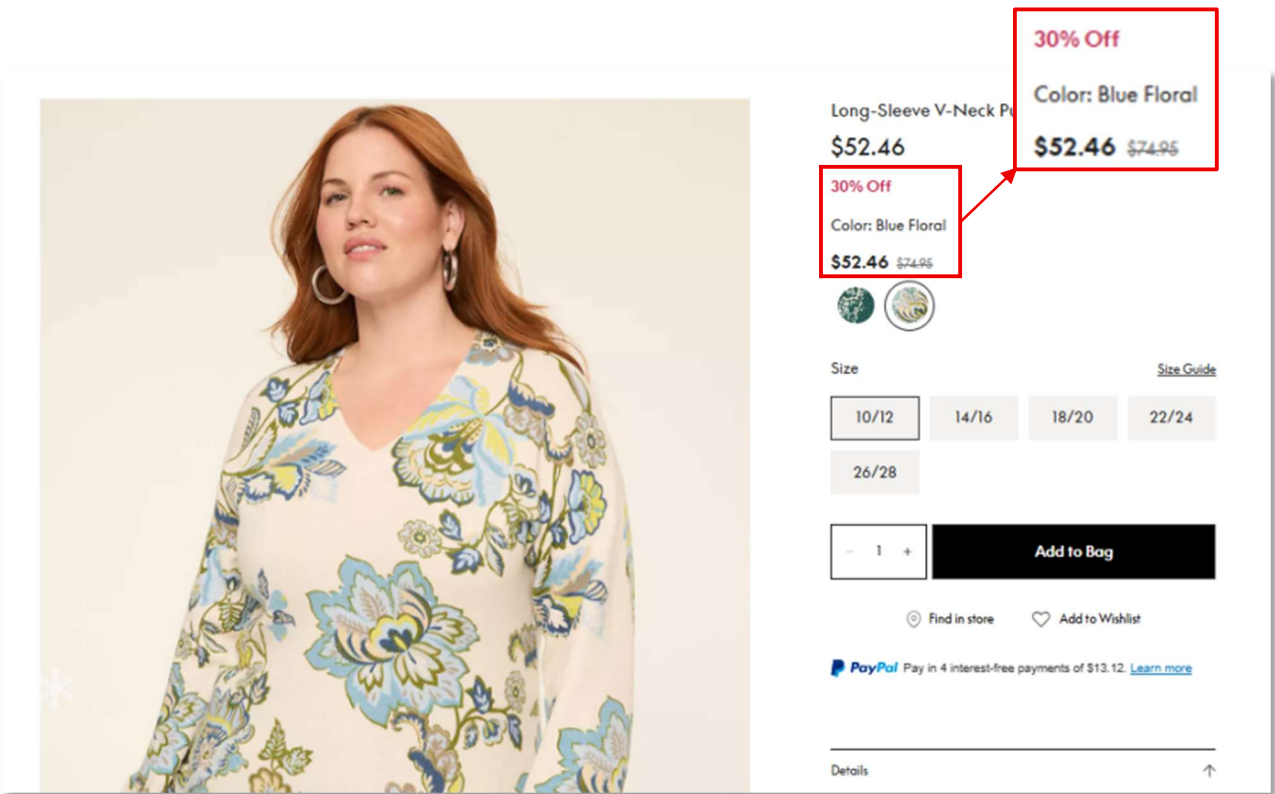


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27 Captured May 23, 2024

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Captured July 13, 2024



Captured December 15, 2025

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Cart (1) SIGN IN



**4-Season Plaid Slim Ankle Pant**  
 Item # 601462363  
 Color Multi Plaid  
 Size 14  
 Price \$94.95

[Edit](#) [Wishlist](#) [Remove](#)

🔥 Trending Now! Sold 20 times in the last 48 hrs

1

~~\$94.95~~ **\$47.47**  
50% Off

Add a Promo ↓

[TODAY'S OFFERS](#) [MY WALLET](#)

**Lane Rewards**  
 You could earn at least 470 points with this purchase. 3,000 points equals a \$10 Reward!

Plus... **\$5 OFF** is yours when you sign up for Lane Rewards today!

[Join Now](#) or [Sign in!](#)

|                                      |          |
|--------------------------------------|----------|
| <b>Item Subtotal:</b>                | \$94.95  |
| <b>Promotions: (2 applied)</b>       | -\$56.43 |
| 50% Off                              | -\$47.48 |
| Free Ground Shipping                 | -\$8.95  |
| <b>Item Total:</b>                   | \$47.47  |
| <b>Estimated Tax &amp; Shipping:</b> | \$0.00   |

\*As required by Colorado law, a 28 cents retail delivery fee has been added for items shipped to Colorado.

Captured December 12, 2025

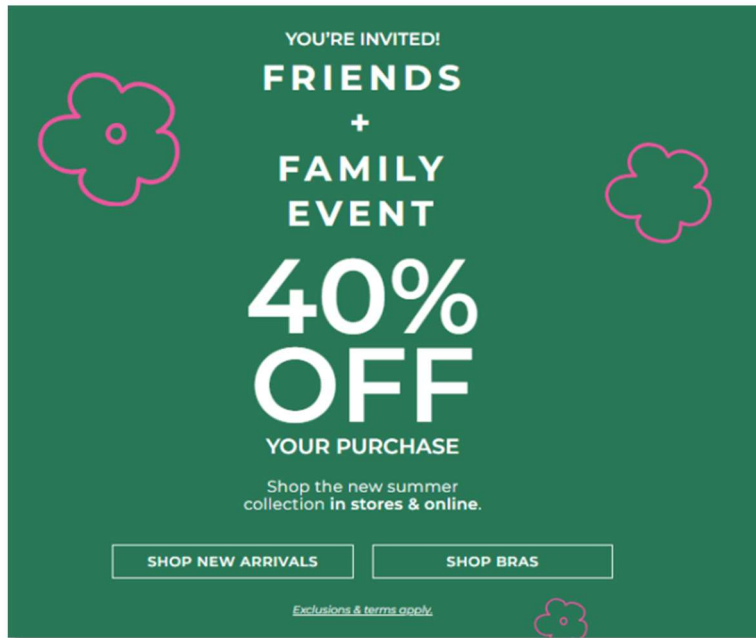
Defendant's Promotions

15. Defendant regularly advertises promotions that offer substantial discounts—of 20%, 30%, 40%, or even 50%—on all Lane Bryant Products:



Captured April 5, 2023

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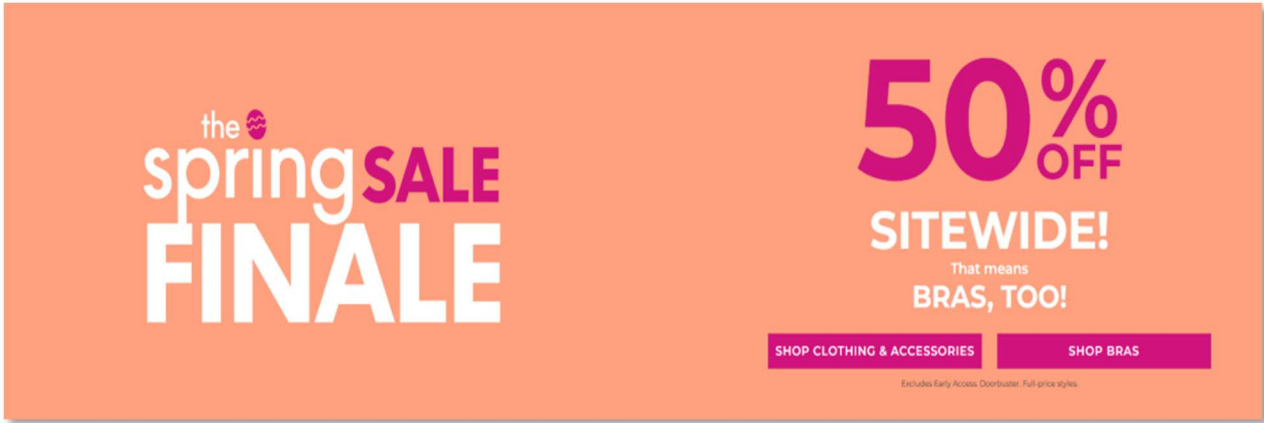


Captured June 1, 2023



Captured February 22, 2024

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Captured April 20, 2025



Captured May 1, 2025

16. On days where Defendant does not expressly offer sitewide discounts on its Website, it still offers sales on large quantities—or even all—of its Products. For example, Defendant routinely advertises promotions that apply to and offer substantial discounts on “almost everything” on the Lane Bryant Website:



Captured February 24, 2023

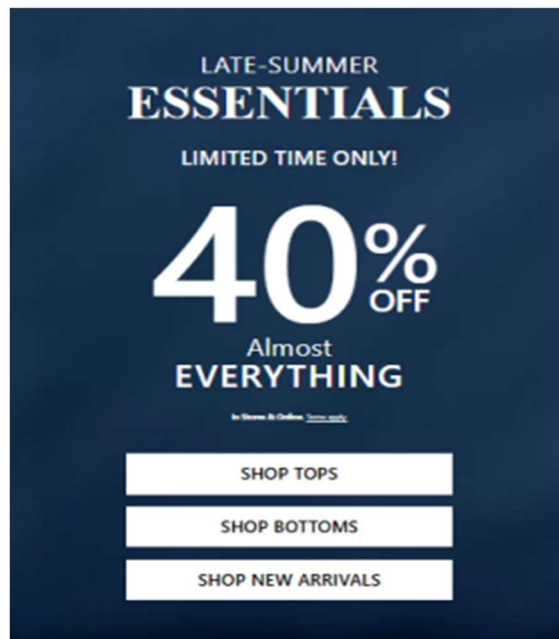
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Captured October 24, 2023

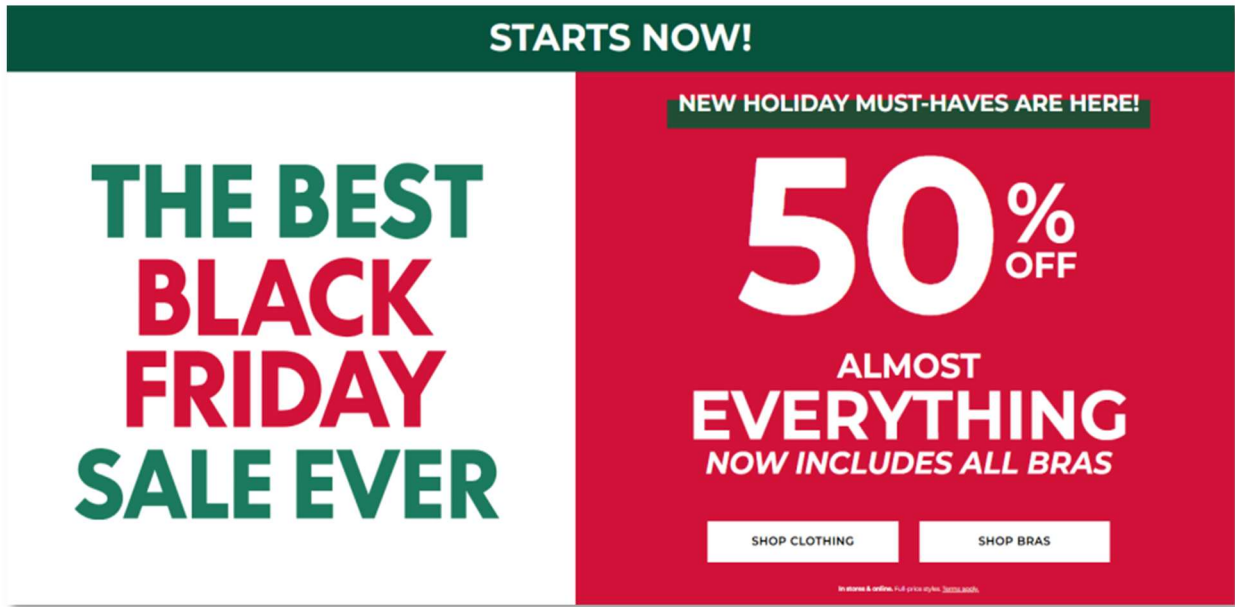


Captured May 23, 2024

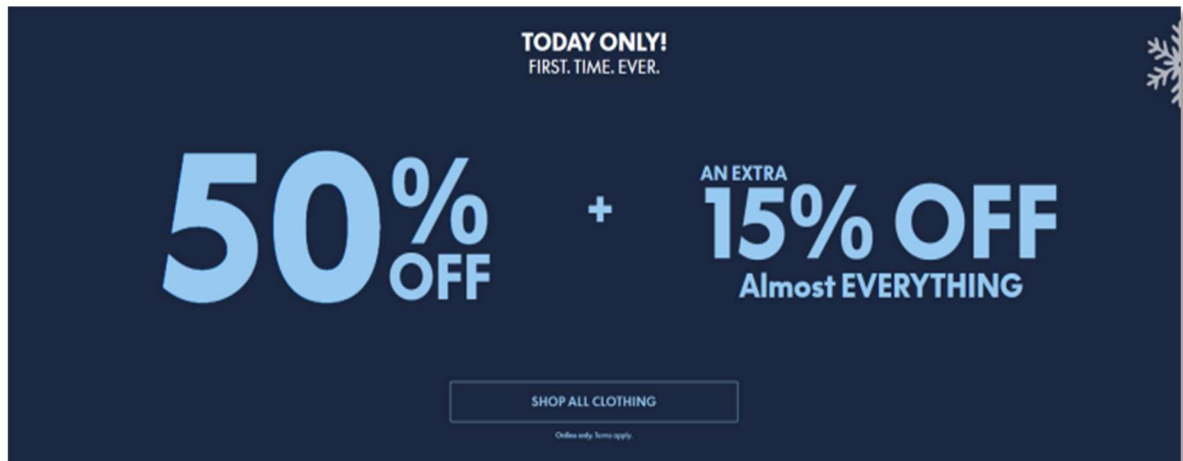


Captured August 15, 2024

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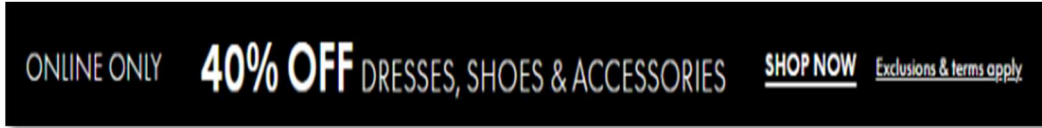
Captured November 26, 2024



Captured December 10, 2025

17. Defendant also regularly offers sales that, while not advertised as providing sitewide sales or discounts on “almost everything,” do actually apply to a large portion, or even all, of Defendant’s Products by offering sales on certain Product categories, including, routinely, sales that offer percent-off discounts on all, or the vast majority, of “clothing” Products. For example, Defendant advertises sales offering discounts on “full-price clothing” or “clothing, sleep, swim, and accessories,” or else offers

1 sales on specific Products, and then offers different sales on “all other” Products in certain wide  
2 categories:



6 Captured January 30, 2023

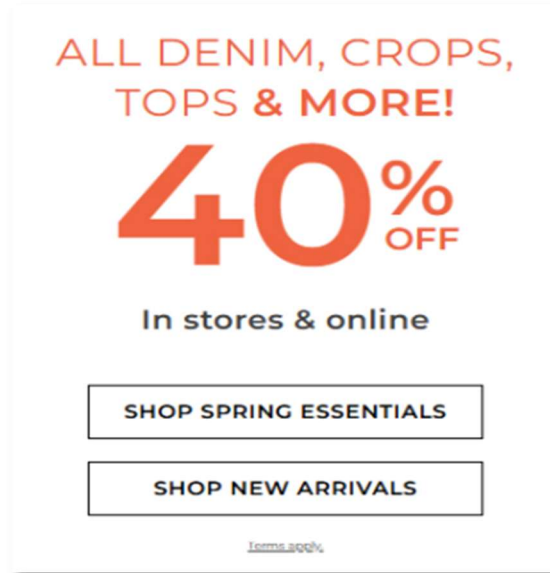


12 Captured September 18, 2023

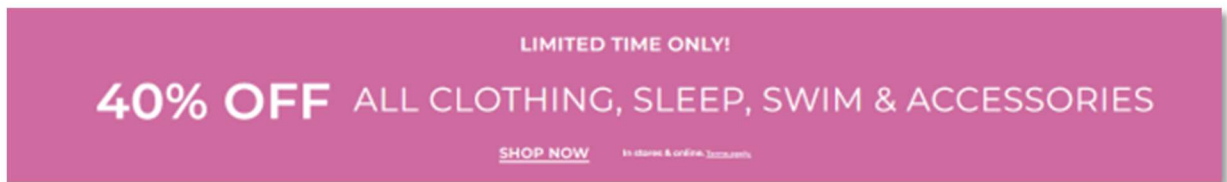


Captured February 5, 2024

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Captured March 8, 2024



Captured June 8, 2024



Captured August 24, 2024

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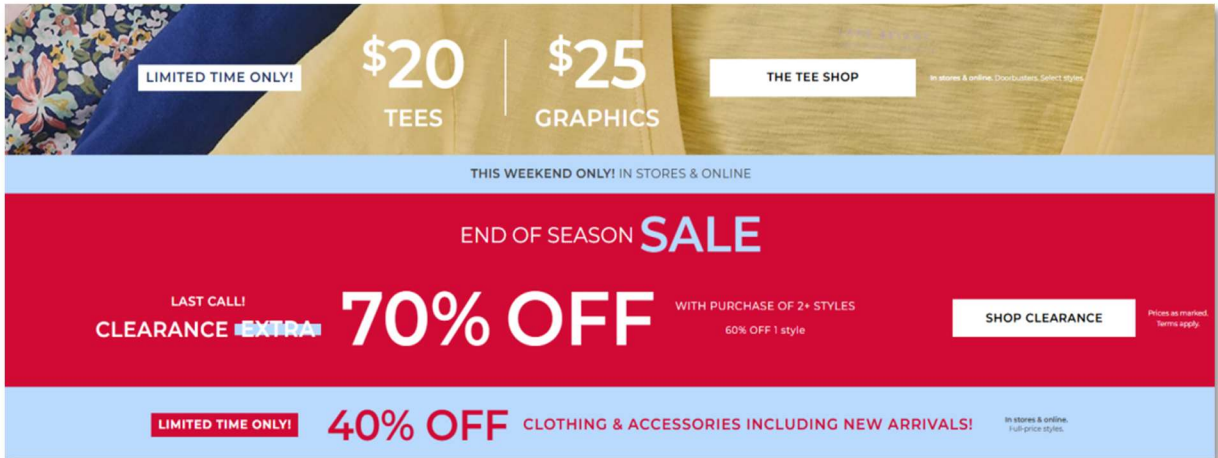


Captured October 6, 2024



Captured November 19, 2024

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Captured February 14, 2025

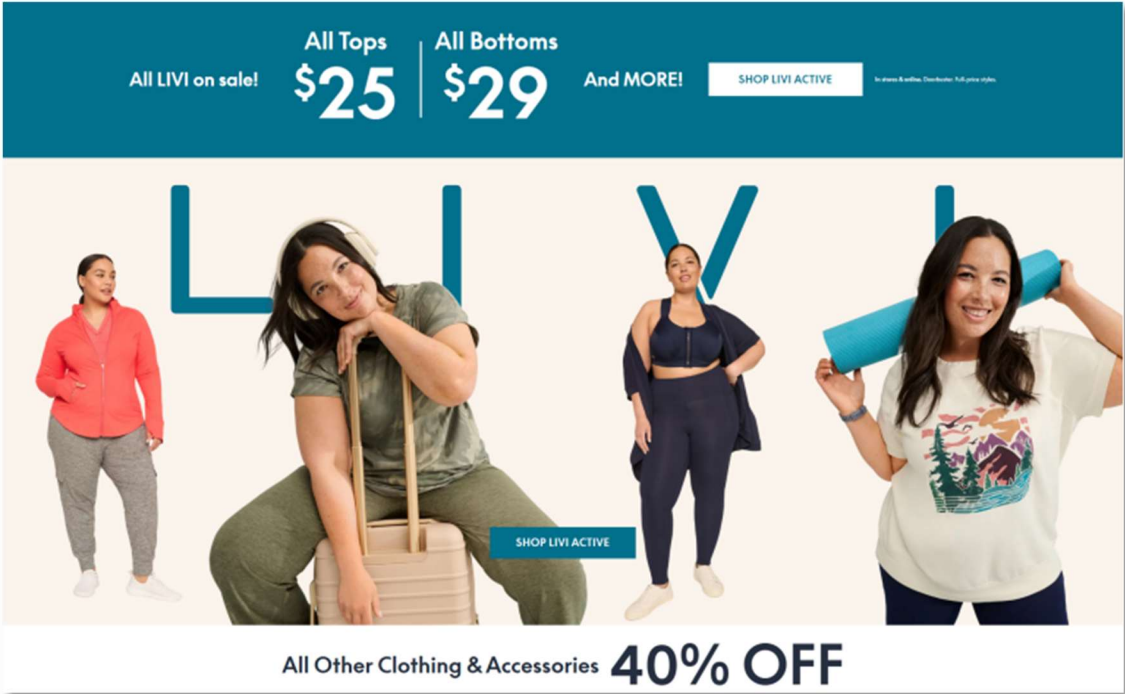


Captured March 12, 2025

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Captured March 26, 2025



Captured August 12, 2025

18. As shown above, Defendant regularly advertises sales on “all” Products within a given category or categories (e.g., “Clothing” or “Accessories”). Other times, Defendant offers discounts off Products in a given category or categories without using the word “all” (e.g., “Clothing & Accessories 30% Off”). Even when Defendant’s advertising does not say “all,” however, the sales do apply to all, or at least the overwhelming majority, of the Products in a given category. For example, on December 12,

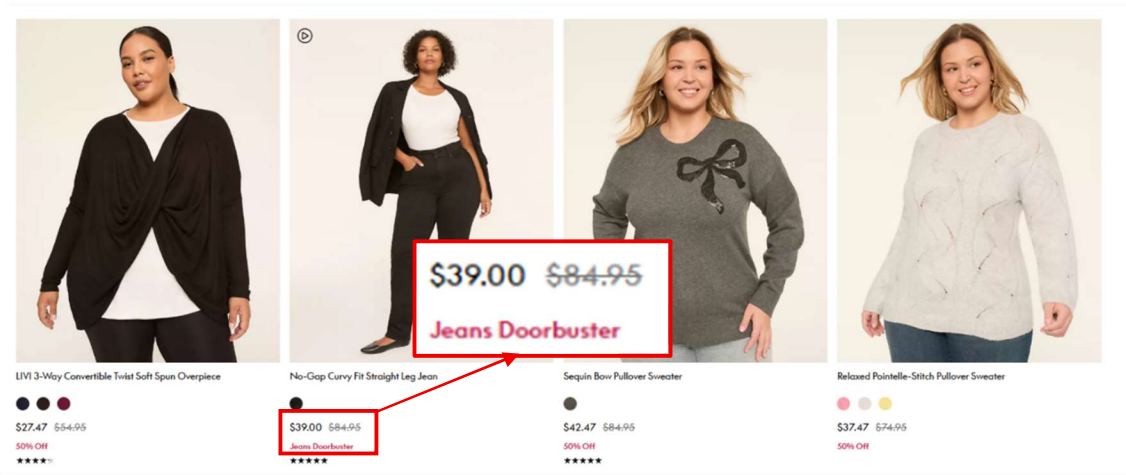
2025, Defendant advertised a sale offering “50% Off” of its “Clothing” Products (in addition to other wide-reaching sales):



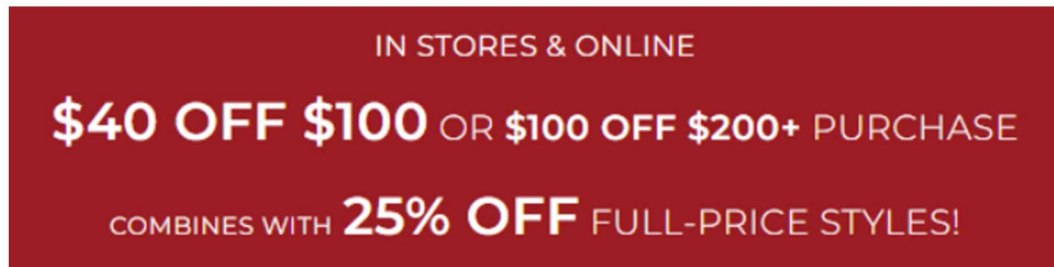
19. Defendant’s Website claimed that this sale was valid on “as marked in-stock” Products, and had certain restrictions, including that “early access, panties, clearance, and third-party brands” were excluded:



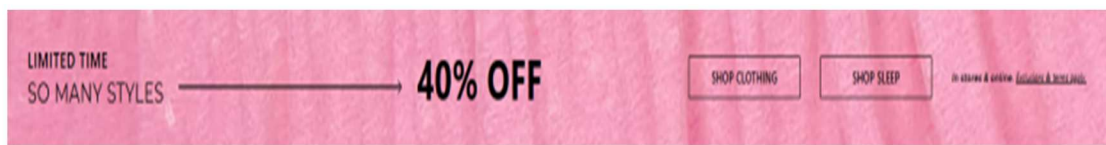
20. In reality, however, on the day of the sale, *every one* of Defendant’s 963 listed “Clothing” Products was offered at a purported sale price. The only Products that were not listed as qualifying for the 50% Off sale were Products that qualified for different sales that Defendant was offering. For example, the “No-Gap Curvy Fit Straight Leg Jean” shown below was for sale pursuant to a separate (and even better) “Jeans Doorbuster” sale:



21. Finally, Defendant routinely offers still more sales on specific Products or Product types, as well as additional promotions. These promotions further impact the true regular prices of Defendant's prices. Below are some examples:



Captured February 1, 2023



Captured May 16, 2023

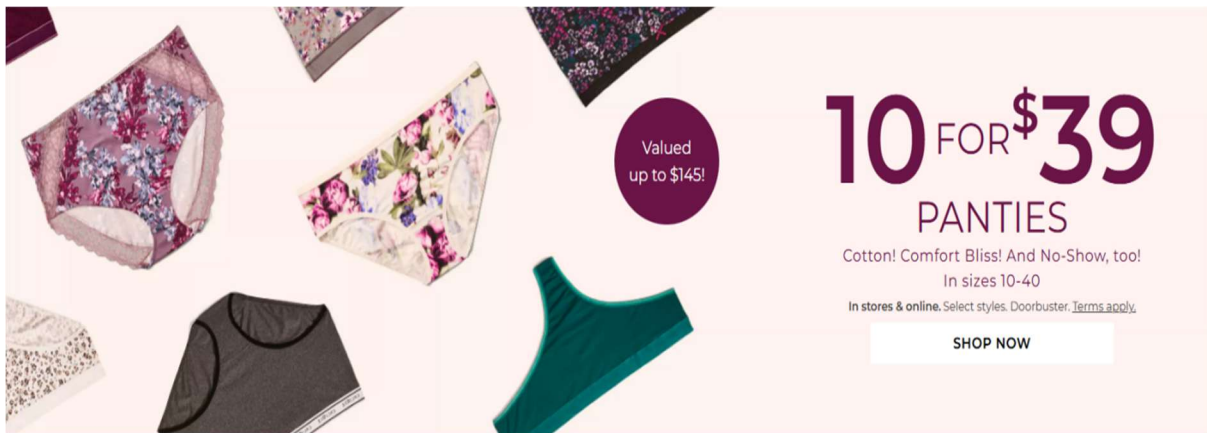


Captured August 11, 2023

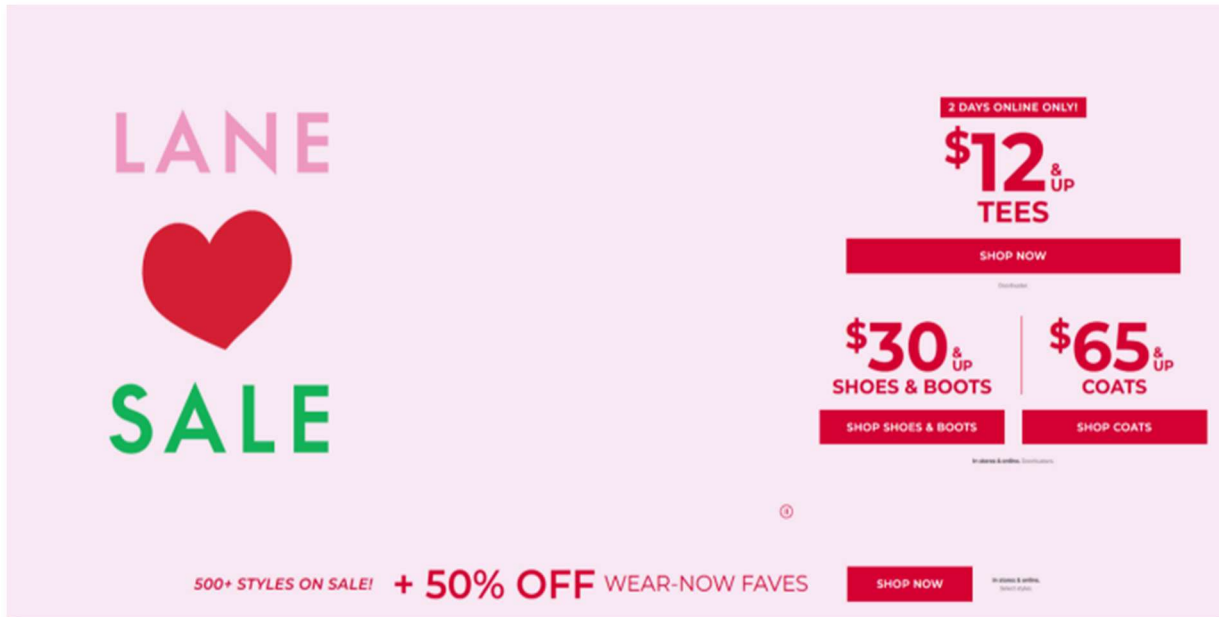
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Captured October 24, 2023



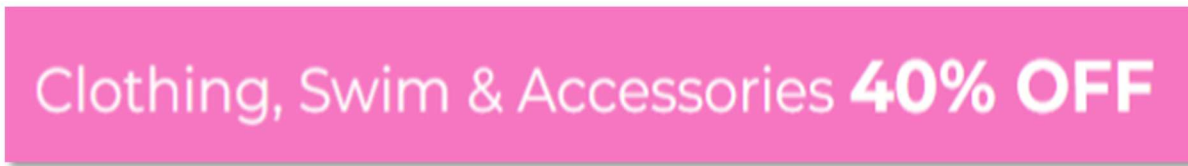
Captured September 1, 2024



Captured December 30, 2024



Captured January 14, 2025



Captured April 25, 2025

22. As discussed above, Defendant’s advertised sales are not limited scope sales that apply only to a select few Products on any given day. Even when Defendant offers limited sales that apply to only some Products, they supplement those sales with other advertised promotions such that ultimately, a large proportion—or all—of its Products are on sale from the purported regular prices pursuant to some advertised discount at any given point. For example, on June 13, 2023, Defendant advertised at least (it is possible not all sales were visible in the archived screenshots Plaintiff’s counsel had access to) the following sales on its homepage and “Today’s Offers” pop-up, meaning that a huge portion, and likely the vast majority, of Defendant’s Products were on sale pursuant to one or more of the advertised promotions:



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STARTS NOW!  
**40-50% OFF SO MANY MUST-HAVES**  
In stores & online. Exclusions & terms apply.

**ENDS TODAY!**  
**CLEARANCE**  
 TAKE AN ADDITIONAL → **60% OFF**

**Clothing 40% Off**

[SHOP NOW](#) [Details](#)

Sleep & Lounge 40% Off

[SHOP NOW](#) [Details](#)

**DOORBUSTER!**  
 Online only!  
**Select Dresses 50% Off**

[SHOP NOW](#) [Details](#)

**DOORBUSTER!**  
**Swim 50% Off**

[SHOP NOW](#) [Details](#)

**DOORBUSTER!**  
**Shoes & Accessories 50% Off**

[SHOP NOW](#) [Details](#)

23. As a second example, on November 7, 2024, Defendant advertised at least the following sales on its homepage and “Today’s Offers” pop-up, meaning that, again, a huge portion, and likely the vast majority, of Defendant’s Products were on sale pursuant to one or more of the advertised promotions:

**ENDS TODAY! ONLINE ONLY**

**50% OFF**  
**ALL TOPS**  
 + 40% OFF ALL OTHER CLOTHING & ACCESSORIES

[SHOP TOPS](#) [SHOP NEW CLOTHING](#)

Full-price styles. Terms apply.

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ENDS TODAY! EXTRA **50% OFF CLEARANCE** Total savings up to 60% OFF original price!

CACIQUE  
**HAPPY  
BRA-LIDAYS**

**PANTIES 5 FOR \$35**  
Cotton, Comfort Bliss & No-Show!

SHOP PANTIES    SHOP BRAS

In stores & online. Select styles. Limit 1000.

ENDS TODAY!

**\$39**

**SERIOUSLY  
SEXY SETS**

SHOP NOW

WEAR-NOW SALE!

Online only.  
**Select Styles 50% Off**

SHOP NOW    [Terms](#)

DOORBUSTER!

**Style Steals! Prices  
Starting at  
\$29**

SHOP NOW    [Terms](#)

24. As a third example, on February 26, 2025, Defendant advertised at least the following sales on its homepage and “Today’s Offers” pop-up, meaning that, again, a huge portion, and likely the vast majority, of Defendant’s Products were on sale pursuant to one or more of the advertised promotions:

ENDS TODAY ONLINE ONLY!

**\$40 OFF**  
WHEN YOU SPEND \$100+  
OR \$100 OFF \$225+  
USE CODE: SPRINGITON

+

Combine with  
**30% OFF**  
100s OF STYLES

SHOP CLOTHING    SHOP BRAS    SHOP CLOTHING & ACCESSORIES

Full price styles.

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**ENDS TODAY!**

**\$35**

**SERIOUSLY SEXY BRAS**

**SHOP NOW**

**ENDS TODAY!**

**ALL LIVI**

**\$29 & UP**

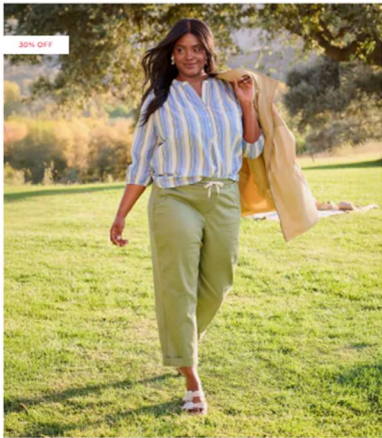
Including Sports Bras!  
Valued up to \$69.95

**SHOP NOW**



**The Occasion Shop**  
A curve-loving look for every spring celebration.

[SHOP NOW](#)



**The Spring Shop**  
All the essentials, from easy tees to perfect crops.

[SHOP NOW](#)



**The Swim Shop**  
Vacay, booked. Perfect fit, right here.

[SHOP NOW](#)

**DOORBUSTER!**

Ends Today!  
**All LIVI \$29 & Up**

[SHOP NOW](#) [Terms](#)

**DOORBUSTER!**

Ends Today! Online only.  
**Sexy Bras \$35**

[SHOP NOW](#) [Terms](#)

**Clothing & Accessories**  
**30% Off**

[SHOP NOW](#) [Terms](#)

**DOORBUSTER!**

Online only.  
**Style Steals! Bottoms**  
**From \$29**

[SHOP NOW](#) [Terms](#)

**Price Drop!**  
**Clearance Up To 80% Off**

[SHOP NOW](#) [Terms](#)

**Dresses 30% Off**

[SHOP NOW](#) [Terms](#)

1           25.     The combined effect of Defendant’s wide-reaching and numerous sales is that  
2 Defendant’s Products are consistently available at a discount, the vast majority of the time. Said  
3 differently, the Products are available for a discount via some sale on Defendant’s website so frequently  
4 that the advertised list prices are not the prices at which the Products are usually sold, as consumers  
5 reasonably believe. Instead, because of the constant discounts, their usual, regular, prevailing prices are  
6 far lower. Put differently, the list prices that Defendant advertises for its Products are not actually  
7 Defendant’s regular prices, and the purported discounts Defendant advertises are not the true discount  
8 the customer is receiving. Defendant’s regular prices are much lower than advertised; and so too are the  
9 discounts.

10           26.     Defendant routinely advertises its promotions with language claiming that the sales are  
11 limited-time or will end on a particular date. For example: “This Weekend Only,” “Ends Today!,”  
12 “Today Only!,” “Today & Tomorrow!,” “Limited Time Only!”, and “Last Call.” As a result, and because  
13 they naturally believe that sales are special time-limited events, reasonable consumers believe that  
14 Defendant’s advertised sales are only available for a limited time and that, once the purportedly limited-  
15 time sale has ended, they will have to pay a Product’s purported regular price and will not be able to get  
16 the Product for a discounted price. In reality, however, when the sales end they are quickly and  
17 continuously replaced by new sales offering comparable discounts on Defendant’s Products.

18           27.     To better understand Defendant’s discounts, Plaintiff’s counsel conducted an  
19 investigation of Defendant’s advertising practices using the Internet Archive’s Wayback Machine  
20 (available at [www.archive.org](http://www.archive.org)).<sup>2</sup> As part of this investigation, using the Wayback Machine and additional  
21 real-time screenshots of Defendant’s website, Plaintiff’s counsel randomly collected, where available,  
22 one screenshot a month of the homepage of [lanebryant.com](http://lanebryant.com) from January 2023 to September 2025, for  
23 a total of 31 screenshots.<sup>3</sup> In every single screenshot collected, Defendant offered numerous and  
24 substantial sales on a huge portion, and likely the vast majority of or all, Products. Below is a chart  
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26           <sup>2</sup> The Internet Archive, available at [www.archive.org](http://www.archive.org), is a library that archives web pages.

27           <sup>3</sup> The Wayback Machine does not have a functioning screenshot of the Lane Bryant homepage  
for June or July of 2025. So, for these months, counsel does not have screenshots.

1 displaying the visible advertised sales (on the homepage and “Today’s Deals” pop-up) on each day a  
2 screenshot was collected:

| Date             | Visible Advertised Sales <sup>4</sup>   |
|------------------|---|
| January 30, 2023 | 25% Off Full-Price Styles; 40% Off Dresses, Shoes, & Accessories; 50% Off Clearance Plus! Clearance Tops \$15 & Up  |
| February 1, 2023 | 25% Off Full-Price Styles (Including Sleep & Lounge 25% Off); \$40 Off \$100 or \$100 Off \$200+ Purchases; 50% Off Clearance Plus! Sale Steals \$15 & Up; Bras Buy One Get One 50% Off |
| March 1, 2023    | Full-Price Styles \$25% Off; \$40 Off \$100, \$100 Off \$225+; Clearance up to 80% Off Original Prices Plus Clearance Bras \$25!; Cotton, No-Show & Extra Soft Panties 5 for \$35       |
| April 5, 2023    | 40% Off 3+ Items, 30% Off 2+ Items, 20% Off 1 Item (Including Bras, Sleep & Lounge); All Panties 3 Free When You Buy 3; Clearance Now 50% or More Off Original Price                    |
| May 16, 2023     | So Many Styles 40% Off; Tees, Crops, Shorts, & Swim Buy One Get One \$10; Clearance Take An Additional 40% Off; Clothing & Accessories 40% Off  |

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26 <sup>4</sup> In addition to the promotions shown in this chart, Defendant routinely offers additional deals  
27 and discounts available only to Lane Bryant Rewards Members, or else to Lane Bryant credit card holders.

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| June 1, 2023       | 40% Off Your Purchase; All Dresses Up to 50% Off; All Accessories 50% Off; Clothing 40% Off; Panties 40% Off; Bras 40% Off; Clearance Take An Additional 40% Off   |
| July 11, 2023      | Semi-Annual Sale Now Up to 60% Off; 60% Off Clearance; All Bras Buy One Get One Free; Free Shipping on \$49+; Tops \$14.99 & Up; Select Dresses \$49.99; Crops & Shorts \$24.99 & Up; LIVI Tops & Bottoms \$29.99 Each; <sup>5</sup> Swim \$24.99 & Up |
| August 11, 2023    | Clothing, Shoes, & Accessories 30% Off; Tops 40% Off (Including Best-Selling Tops 40% Off); Perfect-Fit Pants & Jeans \$49 & Up; Curve-Loving Cotton Bras, Buy One Get One \$15; Panties 6 for \$30; Clearance \$9.99 & Up; Pants & Jeans \$49 & Up    |
| September 27, 2023 | Buy One Get One 50% Off All Full-Price Bras & Clothing (Including LIVI, and Sleep & Lounge); Bra & Panty Sets \$39; Clearance Take an Extra 40% Off  |
| October 24, 2023   | 40% Off Almost Everything (Bras, Too!); New Arrivals 40% Off; Bras 40% Off; Sleep & Lounge 40% Off; LIVI 40% Off; All Sweaters \$39; \$45 Booties, Too!; Clearance Take an Extra 50% Off   |
| November 3, 2023   | Buy One Get One 75% Off Full-Price Clothing, Shoes, Accessories & Bras (Including LIVI, and  |

<sup>5</sup> “LIVI” is Lane Bryant’s activewear line.

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|                   | Sleep & Lounge); Panties 10 for \$39; Clearance Now Take an Extra 60% Off  |
| December 17, 2023 | Clothing & Accessories 50% Off; Sweaters, Coats, & Boots 60% Off; All Bras Starting at \$25; Comfy Cotton Sleep \$15 & Up (Comfy Cotton PJ Sets \$25); Clearance Panties 4 for \$18.50; All Dresses 60% Off; Clearance Take an Extra 50% Off; Comfy Sleepshirts \$15 |
| January 8, 2024   | Now 50% Off All LIVI (Including Sports Bras!); Clearance Extra 60% Off 2+ Styles or 50% Off 1 Style; 50% Off So Much More; 30% Off New Arrivals; Clearance Panties 4 for \$18.50; Lane Love Sale 50% Off; Clearance Bras \$25  |
| February 2, 2024  | All Cacique Bras \$29 & Up; 40% Off All Tops & Dresses, All Other Full-Price Clothing 30% Off; Clothing & Accessories 30% Off; Extra 60% Off Clearance   |
| March 8, 2024     | 10 For \$39 Panties; All Denim, Crops, Tops & More! 40% Off; New Arrivals 40% Off; Swim 40% Off; LIVI 40% Off; Sleep & Lounge 40% Off; New! Invisible Edge Panties \$10; Free Shipping on \$75+  |
| April 17, 2024    | Up to 50% Off Full-Price Styles (Even Bras!); All Swim \$39 & Up; Extra 50% Off Clearance; Tops 50% Off; Bottoms 40% Off; LIVI 50% Off; Bras 30% Off   |
| May 23, 2024      | Almost Everything 50% Off; Extra 50% Off Clearance, Styles Starting at \$14.99!; Clothing &  |

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|                   | Accessories 50% Off; Swim 50% Off; Crops & Shorts 50% Off; Tops 50% Off; Select Tees & Tops \$15 & Up  |
| June 8, 2024      | 40% Off All Clothing, Sleep, Swim & Accessories; All Dresses \$39 & Up; All Bras \$35; Extra 50% Off Clearance, Styles Starting at \$14.99!  |
| July 2, 2024      | 40% Off Almost Everything Including New Arrivals!; Tees & Tanks \$15, Graphic Tees \$20; Crops & Shorts \$30; Dresses \$29 & Up; Clearance Bras \$19.99 & Up, All Other Bras \$35; Clearance Panties 3 For \$13.50; Swim 50% Off; Sleep 40% Off; Seriously Sexy 40% Off; Cotton, Comfort Bliss & No-Show Panties 5 for \$35; Extra 50% Off Clearance |
| August 24, 2024   | 30% Off Clothing & Accessories + 40% Off LIVI; Modern Luxe (Bra) \$30, Reg. Price \$58.95-\$62.95, All Other Bras \$35; \$10 Off \$50; \$25 Off \$125; \$40 Off \$200+; All Clearance Pants & Jeans \$19.99 + Sale Steals From \$19.97; Panties 5 for \$35!; Extra 50% Off Clearance   |
| September 1, 2024 | 40% Off Almost Everything Including Bras; 100s of New Arrivals On Sale; 10 for \$39 Panties, Valued up to \$145!; LIVI All Tops & Bottoms \$29 Each; Extra 70% Off Clearance; New Arrivals 40% Off; Bras 40% Off; Free Shipping on \$49+   |

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| <p>October 6, 2024</p>   | <p>40% Off The Cozy Shop; 30% Off All Other Clothing &amp; Accessories; Comfort Bliss Bras \$30, All Other Bras \$35 + \$5 Panties to Match; Clearance 50% Off Already-reduced prices!; Free Shipping on \$49+; Jeans, Sweaters, Boots &amp; Outerwear 40% Off; Style Steals! Prices Starting at \$20</p>  |
| <p>November 26, 2024</p> | <p>50% Off Almost Everything Now Includes All Bras; Sweaters \$29, Valued up to \$79.95; Tops &amp; Tees \$12 &amp; Up, Valued up to \$49.95; 50% Off Clearance; All LIVI 50% Off; All Bras 50% Off; Panties 5 for \$35; All PJ Sets 50% Off; New Arrivals 50% Off; Boots \$45; Select Styles 50% Off</p>  |
| <p>December 30, 2024</p> | <p>Wear Now Faves! Clothing &amp; Accessories 50% Off; \$12 &amp; Up Tees; \$30 &amp; Up Shoes &amp; Boots; \$65 &amp; Up Coats; 500+ Styles on Sale! + 50% Off Wear-Now Faves; 50% Off Clearance; All Bras on Sale \$19.99 &amp; Up; Clearance Panties 4 for \$18.50; All Full-Price Bras \$35; 30% Off New Arrivals</p>                            |
| <p>January 14, 2025</p>  | <p>Wear-Now Faves! Clothing &amp; Accessories 60% Off; Clearance Tops \$14.99 &amp; Up; Clearance Bras \$25; Clearance Panties 4 for \$18.50; Extra 60% Off Clearance; 400+ Styles on Sale! 60% Off Styles starting at \$15.98; Wardrobe Refresh! 40% Off; New LIVI Just Landed Up to 60% Off; Panties 5 for \$35; Clearance Bras \$25; New Pre-</p> |

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|                   | Spring Collection 25% Off; New Arrivals Now 40% Off   |
| February 14, 2025 | 40% Off Clothing & Accessories Including New Arrivals; Smart Lift Bras \$30, All Other Bras \$35 & Under; \$20 Tees, \$25 Graphics; Clearance Extra 70% Off With Purchase of 2+ Styles, 60% Off 1 Style; 240+ Styles on Sale! 25% Off Early Spring Arrivals; Panties 5 for \$35; PJ Sets \$35   |
| March 26, 2025    | NEW Spring Arrivals are Here! 30% Off All Other Clothing, Sleep, Swim, & Accessories (Including Dresses and LIVI); All Panties 6 Free When You Buy 4; \$35 & Up Pants & Capris, Valued up to \$89.95; Tops \$21 & Up; All Cotton Bras Now BOGO \$5; Pants \$35 & Up; LIVI \$28 & Up; Tees \$21 & Up; All Panties 6 Free When You Buy 4; Linen Pants \$35; Extra 50% Off Clearance; Select Tops \$25, All Other Tops 30% Off; \$35 PJs |
| April 2, 2025     | NEW Spring Arrivals are Here! 30% Off All Other Clothing, Sleep, Swim, & Accessories; All LIVI \$25 & Up; \$49 & Up Dresses; 30% Off Your Sweet Spring Refresh; 30% Off Any-Occasion Dresses; 30% Off New Swim; Major Price Drop! All Cotton Bras Now BOGO \$5; Sexy Panties 3 For \$36; PJ Sets \$35; 5 Panties for \$25 With Any Bra Purchase; Extra 50% Off Clearance; 30% Off Shoes; Sexy Bras \$35; Select                       |

|                    |   |
|--------------------|---|
|                    | Tops \$25, All Other Tops 30% Off; Dresses 30% Off  |
| May 1, 2025        | 50% Off Sitewide! That Means Bras, Too! (Including Sleep, New Arrivals, Tops, Pants & Jeans, Dresses); \$39 & Up Swim; Panties 5 For \$35; Extra 50% Off Clearance  |
| August 12, 2025    | All LIVI on Sale! All Tops \$25, All Bottoms \$29 And MORE!; All Other Clothing & Accessories 40% Off; Clearance \$12.99 & Up; 25% Off Shop September Early; Cotton Bras BOGO \$15; Panties 5 for \$35.50 |
| September 15, 2025 | Buy 1 Get 1 Free Everything Including Bras + Panties (Also Including New Arrivals, Tops, Dresses, Pants & Jeans); Clearance NOW \$12.99 & Up; Free Ground Shipping on \$49+                               |

28. At least approximately 74% of the screenshots showed sales that offered X% off sitewide, the regular prices of “full-price” Products, one or more purchased Products, a consumer’s full “purchase,” “almost everything,” or “clothing” Products.<sup>6</sup> And, as shown above, each of the 31 screenshots reviewed also showed substantial additional sales offering discounts on a myriad of Defendant’s Products at any given time.

29. The combined effect of Defendant’s wide-reaching and numerous sales is that Defendant’s Products are consistently available at a discount, the vast majority of the time. Said differently, the Products are available for a discount via some sale so frequently that the advertised list

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<sup>6</sup> Defendant’s advertised sales are sometimes listed as having certain exclusions or limitations. As shown above, however, the sales typically apply to the vast majority (or all) of Products in the covered categories. So, for example, while Defendant’s sales on “clothing” Products may technically contain exclusions, they still apply to the vast majority (or all) of clothing Products (and often the Products that are not included are still on purported sale pursuant to other advertised promotions).

1 prices are not the prices at which the Products are usually sold, as consumers reasonably believe.  
2 Instead, because of the constant discounts, their usual, regular, prevailing prices are far lower. Put  
3 differently, the list prices that Defendant advertises for its Products are not actually Defendant's regular  
4 prices, and the purported discounts Defendant advertises are not the true discount the customer is  
5 receiving. Defendant's regular prices are much lower than advertised; and so too are the discounts.

6 30. Using the tactics described above, Defendant leads reasonable consumers to believe that  
7 they will get a discount on the Products they are purchasing. In other words, it leads reasonable  
8 consumers to believe that they will get a Product worth X at a discounted, lower price Y.

9 31. Based on Defendant's advertisements, reasonable consumers reasonably believe that the  
10 list prices Defendant advertises are Defendant's regular prices and former prices (that is, the prices at  
11 which the goods were actually regularly sold before the promotional offer went into effect). In other  
12 words, reasonable consumers reasonably believe that the list prices Defendant advertises represent the  
13 amount that consumers had to pay for Defendant's goods, before the sale began, and will again have to  
14 pay for Defendant's goods when the sale ends. Said differently, reasonable consumers reasonably believe  
15 that, prior to the sale, and after the sale ends, consumers buying from Defendant regularly had to (or will  
16 have to) pay the list price to get the item without an opportunity to get a discount from that list price.

17 32. Reasonable consumers also reasonably believe that the list prices Defendant advertises  
18 represent the true market value of the Products, and are the prevailing prices for those Products; and  
19 that they are receiving reductions from those listed regular prices in the amounts advertised. In truth,  
20 however, Defendant routinely offers, via substantial advertised sales, discounts off the purported regular  
21 prices it advertises for Lane Bryant Products. As a result, everything about Defendant's price and  
22 purported discount advertising is false. The list prices Defendant advertises are not actually Defendant's  
23 regular or former prices, or the prevailing prices for the Products Defendant sells. And, the list prices do  
24 not represent the true market value for the Products, because Defendant's Products are consistently  
25 available for less than that, and customers did not regularly have to formerly pay that amount to get  
26 those items. Thus, the purported discounts Defendant advertises are not the true discounts the  
27 customers are receiving, and are often not a discount at all.

1           **B. Defendant sends false and misleading emails to promote its fake sales.**

2           33. To promote the supposed discounts it advertises, Defendant sends commercial emails to  
3 consumers on its mailing list. The subject lines of those emails frequently advertise supposed sales that  
4 are available on Defendant's Products, for example, "50% OFF 3 or more items...while it lasts!,"  
5 "FRIENDS & FAM ❤️ 40% OFF + \$35 BRAS, just for you!," or "50% OFF (BRAS, too)! Best Black  
6 Friday Sale EVER 📧." The subject lines also frequently represent that the sales are limited in time and  
7 ending soon, for example: "Um, WOW 🙈 50% OFF sitewide won't last long!" "🔥 FINAL HOURS  
8 FOR 50% OFF + an EXTRA 10% OFF 🚨," "Monday only! 60% OFF Pants & Jeans + \$35 Bras,"  
9 "50% OFF SITEWIDE starts NOW (BRAS, too!) TODAY ONLY," and "Hey, fam! 50% OFF shorts  
10 & capris ends @ MIDNIGHT."

11           34. Defendant's subject lines are false and misleading for multiple reasons.

12           35. First, Defendant's email subject lines state that a special sale is going on (for example,  
13 "Best Black Friday Sale"). To reasonable consumers, this means that a sale is running that allows them  
14 to purchase Products at a lower-than-usual price (and at a specific discount off of the regular prices).  
15 Defendant's email subject lines represent that consumers will receive a special deal—and often state that  
16 the recipient will receive a certain percentage discount (for example, "50% OFF SITEWIDE")—if they  
17 buy during a promotion. To reasonable consumers, this conveys that if they buy during the sale, they  
18 will receive the specified discount (often shown with a percentage) off of Defendant's *regular prices*, i.e.,  
19 the prices at which Defendant typically sells the Products, regularly sold the Products before the  
20 promotion started, and will regularly sell the Products again when the promotion ends. But here,  
21 because Defendant constantly offers significant sales on its Products, consumers who buy during a  
22 supposed sale do not actually get the advertised discounts off of Defendant's regular prices. Instead,  
23 because Defendant's Products do not regularly sell at the purported regular prices, consumers actually  
24 get a much smaller discount, or no discount at all. In other words, based on Defendant's email subject  
25 lines, reasonable recipients believe that if they buy during a sale, they will receive a specific and real  
26 discount off of Defendant's true regular prices; but in fact what they receive is a nominal discount off of  
27

1 fictitious, inflated prices at which Defendant's Products are rarely, if ever, sold. So, these email subject  
2 lines are false or, at a minimum, misleading.

3 36. Second, Defendant's email subject lines often state that the discounts are limited-  
4 duration or ending soon (for example, "Final Hours," "Today Only," or "Ends @ Midnight"). To  
5 reasonable consumers, these statements convey that the advertised discount is only available for a  
6 limited period and that, after the period ends (i.e. after "Today"), Defendant's Products will go back to  
7 retailing at the price to which the discount (such as "30% Off") is applied. But in reality, after the  
8 specified time period, Defendant either continues the sale that was supposedly limited-time, or replaces  
9 it very quickly with a materially similar sale offering materially similar discounts on Defendant's  
10 Products. So, the email subject lines that contain these false statements about expiration are false and  
11 misleading, because they convey that the discounts will end and the Products will return to full price  
12 unless the consumer buys them before they are supposed to expire, when in reality the Lane Bryant  
13 Products continue to be available at a heavily discounted price after the discounts are supposed to expire  
14 and new sales are quickly promoted.

15 37. Another way Defendant's email subject lines state that its discounts are limited in time or  
16 end soon is by stating that a sale is going on in connection with a particular event (for example, a "Black  
17 Friday" sale). To reasonable consumers, this means that a discount is available on the Products for a  
18 limited time around the event in question that allows them to purchase Products at a lower-than-usual  
19 price; and that once the event is over, the discount will end and the Products will return to retailing at  
20 the full price to which the supposed discount is applied. But again, after the supposedly special event  
21 ends, Defendant either extends the special event sale, or replaces it very quickly with a materially similar  
22 sale offering materially similar discounts on the Lane Bryant Products. So, email subject lines that  
23 advertise discounts connected to special events are false and misleading, because they convey that the  
24 discount will end and the Products will return to full price unless the consumer buys them before the  
25 special event ends, when in reality the Lane Bryant Products are routinely available at a heavily  
26 discounted price. So, the email subject lines that contain these statements are false or, at a minimum,  
27 misleading, for this additional reason.

Plaintiff Received False and Misleading Emails from Defendant

38. Defendant routinely sends these kinds of deceptive commercial emails to Plaintiff, Ms. Bumpas, and other Class Members.

39. For example, in November and December 2025, Defendant sent Ms. Bumpas repeated commercial emails with subject lines advertising promotions that offered X% off of various Products.

For example:

| Date              | Subject Line   |
|-------------------|--|
| November 17, 2025 | Final hours! 60% OFF ALL the jolliest GRAPHICS             |
| November 17, 2025 | Last call! 60% OFF ALL GRAPHICS! Dash(er) in quick 🐘       |
| November 21, 2025 | 50% OFF STARTS NOW! Beat the Black Fri rush 📦              |
| November 22, 2025 | 50% OFF is 100% ON! BRAS from \$30! Get in quick 🌀         |
| November 23, 2025 | 🔔 FINAL HOURS FOR 50% OFF + an EXTRA 10% OFF 🔔             |
| November 29, 2025 | FNL HRS! 50% OFF + \$24.95 BRAS                            |
| December 1, 2025  | 60% OFF TOPS for Cyber MONDAY                              |
| December 1, 2025  | CYBER MONDAY! 60% OFF tops & boots + 50% OFF MORE!         |
| December 2, 2025  | LAST CALL! 50% OFF + EXTRA 10% OFF                         |
| December 3, 2025  | 50% OFF LIVI 🦄 + \$39 Sexy sets 🔥                          |
| December 8, 2025  | FNL HRS! 60% OFF Pants & Jeans + \$35 BRAS + 50% OFF more! |

|                  |   |
|------------------|---|
| December 8, 2025 | Monday only! 60% OFF Pants & Jeans + \$35<br>Bras |
|------------------|---|

40. Based on the representations in these subject lines, reasonable recipients of these commercial emails, including Plaintiff, would believe that if they purchased during these advertised sales, they would receive the advertised special discounts off of the regular and former prices of Defendant’s Products.

41. In truth, however, consumers who purchased during these sales did not receive the advertised discounts off of Defendant’s regular and former prices because Defendant routinely offers substantial discounts on its Products. For example, a consumer who received the November 29, 2025 email advertising “FNL HRS! 50% OFF ...” would reasonably assume that if they purchased during the sale, they would be able to purchase products for 50% less than their regular prices. In reality, however, Defendant routinely offers substantial discounts on its Products, meaning that a purchasing consumer would not receive close to the advertised discount. This was confirmed by Plaintiff’s counsel’s review of the terms provided in the bottom of emails received by Plaintiff, which show that clothing (and other) Products were constantly on sale in the weeks before and after the November 29 email:

| Date of Email     | Terms of Advertised Sale <sup>7</sup>       | Sale Valid on Lane Bryant Website |
|-------------------|---|-----------------------------------|
| November 17, 2025 | 40% Off Clothing, Accessories, Sleep & Swim | 11/17/2025 – 11/20/2025           |
| November 21, 2025 | 50% Off Clothing, Accessories, Sleep & Swim | 11/21/2025 – 11/22/2025           |

<sup>7</sup> As discussed above, Defendant’s sales are often advertised with terms that apply certain purported limitations and exclusions. But, as also explained above, sales on certain categories (like “Clothing”) generally apply to a huge portion, or all, Products within those categories.

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|-------------------|---|--|
| November 23, 2025 | 50% Off Clothing, Accessories,<br>Sleep, Swim & Bras                                  | 11/23/2025                               |
|                   | Extra 10% Off (combines with<br>“sitewide 50% off promotion”)                         | 11/23/2025                               |
| November 24, 2025 | 50% Off Clothing, Accessories,<br>Sleep, Swim & Bras                                  | 11/24/2025-11/25/2025                    |
| November 26, 2025 | 50% Off Clothing, Accessories,<br>Sleep & Swim  | 11/26/2025 – 11/30/2025                  |
| December 1, 2025  | 50% Off Clothing, Accessories,<br>Sleep & Swim  | 12/1/2025 – 12/2/2025                    |
| December 3, 2025  | 40% Off Clothing, Accessories,<br>Sleep & Swim  | 12/3/2025 – 12/6/2025                    |
| December 7, 2025  | 50% Off Clothing, Accessories,<br>Sleep & Swim  | 12/7/2025                                |
|                   | Extra 10% Off (combines with<br>“site 50% off” and “50% off<br>clearance” promotions) | 12/7/2025                                |
| December 8, 2025  | 50% Off Clothing, Accessories,<br>Sleep & Swim  | 12/8/2025 and 12/12/2025 –<br>12/14/2025 |
| December 9, 2025  | 40% Off Clothing, Accessories,<br>Sleep & Swim  | 12/9/2025 – 12/11/2025                   |
| December 10, 2025 | 50% Off Clothing, Accessories,<br>Sleep & Swim  | 12/10/2025                               |
|                   |   | 12/10/2025                               |

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|  | Extra 15% Off (combines with “sitewide 50% off promotion”) |  |
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42. These constant advertised promotions are not limited to the holiday period. For example, in April 2025, Defendant again sent Ms. Bumpas repeated commercial emails with subject lines advertising promotions that offered X% Off of various Products. For example:

| Date           | Subject Line   |
|----------------|--|
| April 4, 2025  | YES! 50% OFF 3 or more items                           |
| April 5, 2025  | 50% OFF 3 or more items...while it lasts!              |
| April 6, 2025  | 50% OFF 🌸 CYBER SPRING TODAY ONLY                      |
| April 8, 2025  | LAST CALL! 5 FREE PANTIES + 50% OFF LIVI               |
| April 11, 2025 | OMG! BOGO *FREE* TOPS + 40% OFF                        |
| April 20, 2025 | 50% OFF SITEWIDE starts NOW (BRAS, too!) TODAY ONLY    |
| April 21, 2025 | 50% OFF summer’s must-have shorts, crops & capris      |
| April 21, 2025 | FRIENDS & FAM ❤️ 40% OFF + \$35 BRAS, just for you!    |
| April 22, 2025 | Here’s 40% OFF to ease into SUMMER 🌞                   |
| April 23, 2025 | Hey, fam! 50% OFF shorts & capris ends @ MIDNIGHT      |
| April 27, 2025 | \$15 TEES + 40% OFF so many new arrivals, FINAL HOURS! |

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|---|----------------|--|
| 1 | April 28, 2025 | LAST CALL, FAM! Your 40% OFF ends tn 🙄 |
| 2 | April 30, 2025 | Um, WOW 🙄 50% OFF sitewide won't last  |
| 3 |                | long!                                  |

4 43. Again, reasonable recipients of these commercial emails, including Plaintiff, would  
 5 believe that if they purchased during these advertised sales, they would receive the advertised special  
 6 discounts off of the regular and former prices of Defendant's Products. But again, in reality, Defendant  
 7 routinely offers substantial discounts on its clothing Products, including throughout this period. This  
 8 was again confirmed by Plaintiff's counsel's review of the terms provided in the bottom of emails  
 9 received by Plaintiff, which show that clothing (and other) Products were constantly on sale in April  
 10 2025:

| 12 | Date of Email  | Terms of Advertised Sale                                    | Sale Valid on Lane Bryant Website |
|----|----------------|---|-----------------------------------|
| 14 | March 31, 2025 | 50% Off Apparel, Accessories,<br>Sleep, Swim, And Bras      | 3/31/2025 and 4/6/2025            |
| 16 | April 1, 2025  | 30% Off Apparel, Accessories,<br>Sleep, And Swim            | 4/1/2025 – 4/2/2025               |
| 18 | April 3, 2025  | 50% Off 3 or More Items, 40%<br>Off 2 Items, 30% Off 1 Item | 4/3/2025 – 4/5/2025               |
| 20 | April 6, 2025  | 50% Off Apparel, Accessories,<br>Sleep, Swim, And Bras      | 3/31/2025 and 4/6/2025            |
| 22 | April 7, 2025  | 50% Off Apparel, Accessories,<br>Sleep, Swim, And Bras      | 4/7/2025                          |
| 24 | April 8, 2025  | 30% Off Apparel, Accessories,<br>Sleep, & Swim              | 4/7/2025 – 4/9/2025               |

|    |                |   |                       |
|----|----------------|---|-----------------------|
| 1  | April 10, 2025 | 40% Off Apparel, Accessories,<br>Sleep, & Swim              | 4/10/2025 – 4/12/2025 |
| 2  |                |   |                       |
| 3  | April 13, 2025 | BOGO Free Apparel,<br>Accessories, Sleep, & Swim            | 4/13/2025             |
| 4  |                |   |                       |
| 5  | April 14, 2025 | BOGO Free Apparel,<br>Accessories, Sleep, Swim, And<br>Bras | 4/14/2025             |
| 6  |                |   |                       |
| 7  |                |   |                       |
| 8  | April 15, 2025 | 40% Off Apparel, Accessories,<br>Sleep, & Swim              | 4/15/2025 – 4/19/2025 |
| 9  |                |   |                       |
| 10 | April 20, 2025 | 50% Off Sitewide  | 4/20/2025             |
| 11 | April 21, 2025 | 40% Off Apparel, Accessories,<br>Sleep & Swim               | 4/21/2025 – 4/27/2025 |
| 12 |                |   |                       |
| 13 | April 28, 2025 | 40% Off Clothing, Accessories,<br>Sleep & Swim              | 4/28/2025             |
| 14 |                |   |                       |
| 15 | April 29, 2025 | 30% Off Apparel, Accessories,<br>Sleep & Swim               | 4/29/2025             |
| 16 |                |   |                       |
| 17 | April 30, 2025 | 50% Off Sitewide  | 4/30/2025 – 5/1/2025  |

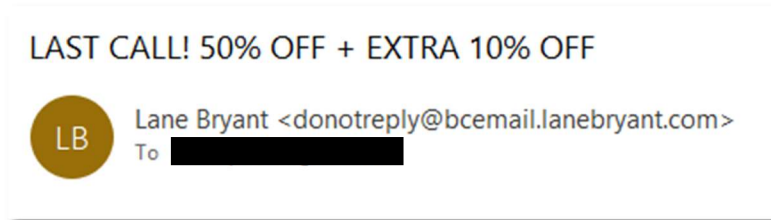
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19           44.     So, again, Defendant’s emails representing that consumers will receive X% off are false  
20 and misleading because, in truth, Defendant’s discounts are constantly available such that the advertised  
21 email discounts are not really available from the Products’ regular prices.

22           45.     In addition to advertising false purported discounts, Defendant’s email subject lines  
23 regularly represent to reasonable consumers that advertised promotions will end at a specific time (for  
24 example “Today Only” or “Final Hours”). And based on these representations, reasonable consumers  
25 would believe that the promotions were time-limited, and that, if they were to wait to make a purchase,  
26 the sale would be over and the Products’ prices would return to their regular prices. In reality, however,  
27

1 Defendant's sales are constantly replaced with materially similar sales, meaning that Defendant's email  
2 representations that sales are about to end are false, and deceptive.

3 46. For example, reasonable consumers who received the December 2 commercial email  
4 described above stating that it was the "LAST CALL!" for "50% OFF + EXTRA 10% OFF" would  
5 understand from this subject line that the advertised sale was about to end, and thus, if they waited to  
6 purchase, they would have to pay substantially more (50% + 10% more) to purchase Defendant's  
7 Products. The email subject and advertised sale is shown below:



1           47. In reality, however, as the chart above shows, Defendant’s prices did not return to the  
2 purported regular prices after December 2. Instead, Defendant immediately continued offering  
3 substantial X% off discounts on its clothing (and other) Products. And, on December 7, 2025—just five  
4 days after Defendant advertised that it was the “last call” for the promotion advertised in the December  
5 2 email—Defendant again offered a 50% Off + Extra 10% Off sale:



17           48. And the terms of the advertised promotions were materially identical:  
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December 2, 2025

50% OFF CLOTHING, ACCESSORIES, SLEEP & SWIM:  
Valid at [lanebryant.com](http://lanebryant.com) on 12/1/2025 through 12/2/2025 (until 11:59 p.m. PT online). Offer valid on as marked in-stock clothing, accessories, sleep & swim. Excludes early access, panties, clearance and third-party brands (e.g., Skechers & Lemon). Not combinable with coupons or other discounts unless otherwise stated.

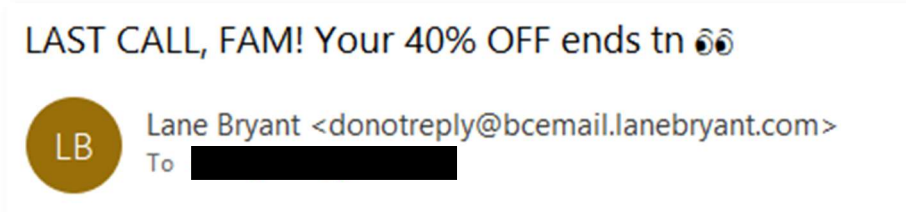
EXTRA 10% OFF:  
Valid at [lanebryant.com](http://lanebryant.com) on 12/2/2025 (until 11:59 p.m. PT online). Excludes doorbusters, third-party brands, clearance and Cacique. Combinable only with sitewide 50% off promotion. Qualifying purchase amount is determined after allowable discounts and before tax and US Shipping. Discount applied at checkout.

December 7, 2025

50% OFF CLOTHING, ACCESSORIES, SLEEP & SWIM:  
Valid at [lanebryant.com](http://lanebryant.com) on 12/7/2025 (until 11:59 p.m. PT online). Offer valid on as marked in-stock clothing, accessories, sleep & swim. Excludes early access, panties, clearance and third-party brands (e.g., Skechers & Lemon). Not combinable with coupons or other discounts unless otherwise stated.

EXTRA 10% OFF:  
Valid at [lanebryant.com](http://lanebryant.com) on 12/7/2025 (until 11:59 p.m. PT online). Excludes doorbusters & third-party brands. Combinable only with site 50% off and 50% off clearance promotions. Qualifying purchase amount is determined after allowable discounts and before tax and US Shipping. Discount applied at checkout.

49. As a second example, reasonable consumers who received the April 28 commercial email described above with a subject line stating “LAST CALL, FAM! Your 40% OFF ends tn” would understand from this subject line that the advertised 40% sale was ending “tn,” or “tonight,” and thus, if they waited to purchase, they would have to pay substantially more (40% more) to purchase Defendant’s Products. The email subject and advertised sale is shown below:



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50. In reality, however, as the chart above shows, Defendant’s prices did not return to the purported regular prices after April 28. Instead, Defendant immediately continued offering a substantial X% off discounts on its clothing (and other) Products. And, on April 30, 2025, just two days later, Defendant offered an even better 50% off sitewide promotion:



1           51.     In short, the subject lines of Defendant’s December 2, 2025, and April 28, 2025  
2 emails—“LAST CALL! 50% OFF + EXTRA 10% OFF” and “LAST CALL, FAM! Your 40% OFF  
3 ends tn”—were false and misleading in two ways. First, the subject lines’ assertions that recipients would  
4 get “50% OFF + EXTRA 10% OFF” or else “40% OFF” off were false and misleading. Because, as  
5 shown above, Defendant’s sales are constantly available, recipients of the emails could not actually get  
6 50% + 10%, or 40%, off of Defendant’s regular prices. Instead, they could get nominal discounts off of  
7 fictitious list prices at which Defendant’s Products are rarely sold. Second, the duration of the sales as  
8 represented by the subject lines was deceptive because, as shown above, Defendant’s prices did not  
9 return to the purported pre-sale prices when the sales ended, and instead, the sales were quickly replaced  
10 with comparable (or better) promotions. In other words, it was not the “last call” to get 50 + 10% off  
11 on December 2, nor were consumers unable to get 40% off after the night of April 28—such discounts  
12 are routinely available on Defendant’s Website, and were available again within days of Defendant’s  
13 emails. So, the December 2, 2025 and April 28, 2025 emails were false, misleading, and violated CEMA,  
14 as did many of Defendant’s other emails to Ms. Bumpas, for the same reasons.

15           52.     Defendant sends the commercial emails described above for the purpose of promoting  
16 its goods for sale and to drive sales. By misrepresenting the amount of its supposed discounts and the  
17 duration of its supposed sales, Defendant creates a false sense of urgency. And Defendant compounds  
18 this sense of urgency by accompanying the promise of deals with statements like “won’t last long!,”  
19 “final hours,” and “last call.” Recipients who read Defendant’s email subject lines believe that if they act  
20 now, they can purchase a higher value item at a limited-time discount. If they wait, then the discount will  
21 expire and they will have to pay the regular price. As explained above, none of this is true.

22           **C. Defendant’s emails injure consumers and are materially deceptive.**

23           53.     Defendant knows, or has reason to know, that it sends its emails containing false and  
24 misleading subject lines to Washington residents. Defendant knows where recipients of its emails reside  
25 because (i) Defendant has physical addresses associated with recipients’ accounts or orders; (ii)  
26 Defendant has access to data regarding the recipient including the recipient’s state of residence, such as  
27 geocoordinate and IP address tracking in Defendant’s promotional emails; and (iii) information

1 confirming that the emails are being sent to Washington residents is available to Defendant, upon  
2 request, from the registrant of the internet domain name contained in the recipients' electronic mail  
3 address.

4 54. Defendant also knows what sales it is offering and knows that, in truth, it constantly  
5 offers sales and its sales are not truly ending soon.

6 55. Plaintiff was not, and putative class members are not, aware that Defendant's email  
7 subject lines are false and misleading. Reasonable consumers are not monitoring Defendant's website  
8 and tracking its discounts every day for months or years to determine whether or not the sales are real,  
9 and whether or not the email subject lines promoting those sales are true.

10 56. Defendant's false and misleading emails result in actual and substantial injury to Plaintiff  
11 and putative class members. It violates Plaintiff's statutory right not to receive commercial emails that  
12 contain false or misleading subject lines, which the legislature has deemed to be a "matter[] vitally  
13 affecting the public interest." RCW 19.190.030. Violation of a right that vitally affects the public interest  
14 results in actual and substantial harm to Plaintiff and putative Class members.

15 57. Defendant's emails containing false and misleading information also clog up inboxes,  
16 waste limited data space, and violate Plaintiff's and putative class members' statutory right to be free  
17 from deceptive commercial emails.

18 58. Lane Bryant's emails are deceptive and material to reasonable consumers. Consumers  
19 care about receiving discounts. Receiving a good deal—a discount—is important to consumers, and  
20 material to consumer-purchasing decisions about the Products.

21 59. Discounts drive purchases. Consumers are more likely to buy a product when they think  
22 they are getting a good deal. They are also willing to pay more for products if they believe the product is  
23 worth more than they are paying and that they are getting a substantial discount.

24 60. Research confirms that discounts are important to consumers. "Nearly two-thirds of  
25 consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering  
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1 or are undecided on making a purchase.”<sup>8</sup> And, “two-thirds of consumers have made a purchase they  
2 weren’t originally planning to make solely based on finding a coupon or discount,” while “80% [of  
3 consumers] said they feel encouraged to make a first-time purchase with a brand that is new to them if  
4 they found an offer or discount.”<sup>9</sup>

5 61. Similarly, when consumers believe that an offer is expiring soon, the sense of urgency  
6 makes them more likely to buy a product.<sup>10</sup>

7 62. When a reasonable consumer sees Lane Bryant’s emails saying that the discount will end  
8 imminently, they expect that if they miss the sale, they will have to pay the Products’ full regular prices,  
9 and the discount will not be available again soon. Consumers do not expect that the sale will be  
10 extended or that a materially similar sale will quickly replace it. This creates a false sense of urgency to  
11 buy that drives sales and profits.

12 63. Similarly, when a reasonable consumer sees a substantial discount (*e.g.* “40% off), they  
13 believe they are getting a discount off Defendant’s regular prices. This misleading sense of value drives  
14 sales and profits.

15 64. This is why Defendant sends these emails. Defendant’s emails make Washington  
16 consumers more likely to open the emails, buy the Products quickly, and be willing to pay more for the  
17 Products. This increases demand, drives sales, allows Defendant to sell more Products than it otherwise  
18 could, and allows Defendant to charge more than it otherwise could.

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21 <sup>8</sup> Invesp, How Discounts Affect Online Consumer Buying Behavior  
(<https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>) (last  
22 accessed November 16, 2025).

23 <sup>9</sup> RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,  
Especially Among Millennial Buyers ([https://www.prnewswire.com/news-releases/retailmenotsurvey-  
24 deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennialbuyers-  
300635775.html](https://www.prnewswire.com/news-releases/retailmenotsurvey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennialbuyers-300635775.html)) (last accessed November 16, 2025).

25 <sup>10</sup> CXL, Creating Urgency, (<https://cxl.com/blog/creating-urgency/>) (last accessed November  
16, 2025) (increasing urgency by advertising limited time nature of promotion increased conversion rates  
26 nearly 300%); Adestra, Dynamic email content leads to 400% increase in conversions for Black Friday  
email ([https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-  
27 400-increase-in-conversions-for-black-friday-email/](https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/)) (last accessed November 25, 2025) (400% higher  
conversation rate for ad that increased urgency via countdown timer).

1           65.     Based on the emails Defendant sent to Plaintiff, Defendant has sent at least thousands  
2 of emails to Washington recipients, with similar false or misleading subject lines as those described  
3 above.

4           **D.     No adequate remedy at law.**

5           66.     Plaintiff seeks an injunction. Plaintiff is permitted to seek an injunction because she has  
6 no adequate remedy at law. Legal remedies here are not adequate because they would not stop  
7 Defendant from continuing to transmit commercial emails with false or misleading subject lines to  
8 Washington residents.

9           67.     CEMA gives Plaintiff a clear right not to receive commercial emails that have false or  
10 misleading subject lines. Defendant has sent emails to Plaintiff regularly for an extended period of time  
11 so she has a well-grounded fear that Defendant will continue to violate her right to be free of such  
12 commercial emails.

13           68.     While Plaintiff would like to receive, open, read and rely on truthful marketing emails  
14 from Defendant, advertising Product discounts, she cannot rely on Defendant's emails absent a Court  
15 ordered injunction forbidding Lane Bryant from deceptively advertising its deceptive sales in its subject  
16 lines.

17           **V.     Class action allegations.**

18           69.     Plaintiff brings the asserted claims on behalf of the proposed class of:

- 19           • all Washington residents who received promotional emails from Defendant with subject  
20 lines advertising sales or discounts on its Products.

21           70.     The following people are excluded from the proposed class: (1) any Judge or Magistrate  
22 Judge presiding over this action and the members of their family; (2) Defendant, Defendant's  
23 subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents  
24 have a controlling interest and their current employees, officers and directors; (3) persons who properly  
25 execute and file a timely request for exclusion from the class; (4) persons whose claims in this matter  
26 have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's  
27

1 counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of  
2 any such excluded persons.

3 ***Numerosity***

4 71. The proposed class contains members so numerous that separate joinder of each  
5 member of the class is impractical. There are at least thousands of Class members in Washington.

6 72. Class members can be identified through Defendant's electronic mailing lists.

7 ***Existence of Common Questions***

8 73. There are questions of law and fact common to the proposed class. Common questions  
9 of law and fact include, without limitation:

10 (1) whether Defendant's email subject lines regarding its purported discounts are false or  
11 misleading;

12 (2) whether Defendant's email subject lines violate CEMA;

13 (3) whether Defendant's email subject lines violate the CPA;

14 (4) the greater of actual damages or statutory damages due to Plaintiff and the proposed Class.

15 ***Typicality & Adequacy***

16 74. Like members of the proposed Class, Plaintiff received emails from Defendant that  
17 contain false or misleading subject lines regarding Defendant's discounts.

18 75. There are no conflicts of interest between Plaintiff and the Class.

19 ***Superiority***

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

24 **VI. Claims.**

25 **Count 1: Violations of Washington's Commercial Electronic Mail Act**

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

27 77. Plaintiff incorporates each and every factual allegation set forth above and below.

1 78. Plaintiff brings this cause of action on behalf of herself and members of the Class.

2 79. CEMA prohibits the sending of a commercial email that “[c]ontains false or misleading  
3 information in the subject line.” RCW 19.190.020. Advertising fake discounts in the subject line of a  
4 promotional email, with fake time pressure, violates CEMA. *Brown v. Old Navy LLC*, 4 Wn.3d 580  
5 (Wash. 2025).

6 80. Defendant is a “person” under CEMA. RCW 19.190.010(11).

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

10 82. Defendant’s email subject lines stating the purported discount recipients will receive if  
11 recipients purchase during the sale are false and misleading because, as discussed above, consumers do  
12 not truly receive the discounts Defendant advertises. Instead, because substantial discounts are routinely  
13 available, the purported discounts are illusory.

14 83. Defendant’s email subject lines stating the supposed duration of its sales are false and  
15 misleading because, as discussed above, Defendant’s sales are routinely available.

16 84. Defendant sent these emails to Plaintiff and Class members for the purpose of  
17 promoting Defendant’s Products for sale.

18 85. As a result, these promotional emails contain false or misleading information in the  
19 subject line, in violation of CEMA.

20 86. Defendant knew or had reason to know that it transmitted such emails to email  
21 addresses held by Washington residents, including Plaintiff.

22 87. Based on the emails Defendant sent to Plaintiff, Defendant has sent at least thousands  
23 of emails to Washington recipients, with similar false or misleading subject lines.

24 88. Defendant’s acts and omissions violated RCW 19.190.020(1)(b).

25 89. Defendant’s acts and omissions injured Plaintiff and Class members.

26 90. The balance of equities favors the entry of permanent injunctive relief against  
27 Defendant. Plaintiff, the members of the Class, and the general public will be irreparably harmed absent

1 the entry of permanent injunctive relief against Defendant. A permanent injunction against Defendant is  
2 in the public interest. Defendant's unlawful behavior is ongoing as of the date of the filing of this  
3 pleading, so without the entry of a permanent injunction, Defendant's unlawful behavior will not cease  
4 and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

5 91. Plaintiff and Class members are therefore entitled to injunctive relief in the form of an  
6 order enjoining further violations of RCW 19.190.020(1)(b).

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

8 **(By Plaintiff and the Class)**

9 92. Plaintiff incorporates each and every factual allegation set forth above and below.

10 93. Plaintiff brings this cause of action on behalf of herself and members of the Class.

11 94. Plaintiff and Class members are "person[s]" within the meaning of the CPA. RCW  
12 19.86.010(1).

13 95. As alleged above, Defendant violated CEMA by initiating the transmission of  
14 commercial electronic mail messages to Plaintiff and Class members that contained false or misleading  
15 information in the subject line.

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

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

18 98. As alleged more fully above, Defendant's transmission of commercial electronic  
19 messages to Plaintiff and Class members that contained false or misleading information in the subject  
20 line also violates the CPA because it constitutes unfair or deceptive practices that occur in trade or  
21 commerce.

22 ***Unfair Acts or Practices***

23 99. As alleged in detail above, Defendant committed "unfair" acts by falsely stating in email  
24 subject lines that it was offering a discount off the regular prices of its Products, and that customers  
25 could receive that discount only by purchasing during the sale period, when none of this was true.

26 100. The harm to Plaintiff and the Class greatly outweighs the public utility of Defendant's  
27 conduct. There is no public utility to misrepresenting whether Defendant's Products are discounted and

1 misrepresenting the duration of its sales. Plaintiff and the Class’s injuries were not outweighed by any  
2 countervailing benefits to consumers or competition. Misleading consumers only injures healthy  
3 competition and harms consumers.

4 ***Deceptive Acts or Practices***

5 101. As alleged in detail above, Defendant’s representations in email subject lines regarding  
6 the amount of discount that an email recipient could receive and the duration of the supposed sale was  
7 deceptive.

8 102. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and other  
9 reasonable recipients. Defendant knew, or should have known through the exercise of reasonable care,  
10 that these statements were inaccurate and misleading.

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

13 104. Defendant’s acts and omissions caused injury to Plaintiff and Class members. In  
14 addition, violations of CEMA establish the injury and causation elements of a CPA claim as a matter of  
15 law.

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

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

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1           107. Plaintiff and Class members are also entitled to, and seek, injunctive relief prohibiting  
2 Defendant's further violations of the CPA.

3 **VII. Jury Demand.**

4           108. Plaintiff demands the right to a jury trial on all claims so triable.

5 **VIII. Prayer for Relief.**

6           109. Plaintiff seeks the following relief for herself and the proposed class:

- 7           • An order certifying the asserted claims, or issues raised, as a class action;
  - 8           • A judgment in favor of Plaintiff and the proposed class;
  - 9           • The greater of actual or statutory damages, treble damages, and punitive damages where  
10 applicable;
  - 11          • Pre- and post-judgment interest;
  - 12          • An injunction prohibiting Defendant's 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.
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Dated: December 23, 2025

Respectfully submitted,

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