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Case Number: 26-2-02997-31

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

26-2-02997-31

MELISSA ERWIN, on her own behalf and on  
behalf of others similarly situated,

Case No.: \_\_\_\_\_

Plaintiff,

CLASS ACTION COMPLAINT

vs.

JURY TRIAL DEMANDED

CLUB MED SALES, INC.,

Defendant.

Plaintiff Melissa Erwin, on her own behalf and on behalf of others similarly situated, on information and belief except to her own experiences and matters of public record, complains of Defendant Club Med Sales, Inc., (“Club Med”) 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 Club Med engages in the precise activity which CEMA prohibits.

3 4. Club Med engages 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, Club Med 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 Club Med'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 Snohomish County under RCW 4.12.020(3) because Plaintiff's  
19 cause of action or some part of it arose in Snohomish County.

20 **III. PARTIES**

21 10. Plaintiff Melissa Erwin is a resident of Snohomish County, Washington.

22 11. Defendant Club Med Sales, Inc., is a Delaware corporation with its principal place  
23 of business at 6505 Blue Lagoon Drive, Suite 225, Miami, FL 33126.

1 **IV. FACTUAL ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 26. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,  
23 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that  
24

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

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

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

9 **B. The subject lines of Club Med’s marketing emails make false time scarcity**  
10 **claims.**

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

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

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

23 32. Representations about the timing and duration of sales, discounts, and other special  
24 offers are fundamentally representations about prices, and such representations matter to ordinary

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

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

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

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

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

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

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

20 39. These false time scarcity claims are a staple of Club Med’s email scheme to compel  
21 consumers to purchase its products.

22 40. Club Med is a hospitality and travel company offering all-inclusive vacations at  
23 various properties throughout the world. U.S. consumers may book their stays using Club Med’s  
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1 website, www.clubmed.us.

2 41. To advertise the properties, vacations, and other offers available on  
3 www.clubmed.us, Club Med sends spam emails to consumers.

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

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

13 44. While Club Med may present these extensions as though they are a favor or some  
14 unexpected blessing to consumers, they are anything but. By pairing false time pressures with  
15 surprise extensions—which are only disclosed once the original promotion has ended—Club Med  
16 compels consumers to purchase quickly while withholding terms that consumers need so they can  
17 make informed buying decisions.

18 45. This misleading marketing strategy allows Club Med to maximize sales during both  
19 the initial promotion, as well as the subsequent extension.

20 46. A 2024 promotion offering "Sunkissed Escapes Up to 40% Off" provides an apt  
21 example of this strategy at work.

22 47. First, consumers receive emails advertising the promotion. For instance, on January  
23 2, 2024, Club Med sent one of several emails concerning the "up to 40% off" offer. The email was  
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1 titled, “Kickstart 2024 with Spring Savings—Ending Soon!” while text within the message warned  
2 that the “Offer ends on January 8th!” The body of the email also included a countdown graphic  
3 detailing the days, hours, minutes, and seconds remaining before the offer’s expiration.

4 48. For its next step, Club Med uses the subject lines of its follow-up emails to assert  
5 false time pressures on recipients. Such headlines urge consumers to purchase from Club Med’s  
6 website by warning them that the offer is coming to an end.

7 49. Club Med did so, regarding its “up to 40% off” promotion, on January 8, 2024. An  
8 email sent that morning touted an urgent subject line and stated a clear deadline: “🕒 New Year  
9 Sale: Last Day for 40% Savings[.]” Text within the email claimed that it was the “Last Call for  
10 Savings” and featured an updated countdown graphic indicating that there were only hours  
11 remaining for the promotion.

12 50. Despite the unambiguous deadline communicated to consumers in the January 8,  
13 2024, subject line, the special pricing offer did not end on the advertised date.

14 51. In the final stage of its scheme, Club Med replaces the advertised deadline with the  
15 real deadline, purporting to extend the life of the promotion. For the “Up to 40% Off” offer, Club  
16 Med announced the “extension” on January 9, 2024, in an email titled: “2024 Spring Savings—  
17 Extended!” The heading confirmed that the promotion would continue beyond the deadline that  
18 Club Med previously, and unambiguously, communicated to consumers in its January 8, 2024,  
19 subject line. Text within the January 9 email also provided a new deadline for the promotion, noting  
20 that the offer would continue for two additional days.

21 52. Thus, after warning consumers that the opportunity was ending, Club Med extended  
22 the sale, thereby proving the falsity of its January 8, 2024, subject line. Consumers in receipt of  
23 the January 8 email were not at risk of missing the offer because Club Med did not end the sale on  
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1 January 8, as it originally advertised. The false deadline and the false time scarcity presented in  
2 the January 8 subject line are key elements in Club Med’s cohesive marketing strategy. These  
3 tactics are a coordinated marketing strategy designed on the front end and meant to compel  
4 consumers to purchase travel from Club Med’s website.

5 53. Club Med returned to consumers’ inboxes later that month, embarking on a new  
6 round of deception.

7 54. On January 25, 2024, it sent consumers an email with the subject line: “🔥 Flash  
8 Sale: 50% on Spring & Summer Escapes[.]” The purported “flash sale” entailed “50% off” and  
9 “Up to \$500 savings on Deluxe & Suites[.]” The body of the email reiterated that the savings were  
10 a “limited-time offer!” and included another timer counting down the days, hours, minutes, and  
11 seconds until the promotion’s end.

12 55. Consistent with its typical practice, Club Med transmitted an email emphasizing  
13 the sale’s impending deadline on January 29, 2024. The email contained the subject header: “Last  
14 Day to Save 50% OFF 🔥 ALL Spring and Summer Dates[.]” Inside, the email layered additional  
15 time pressures on its recipients. Bold text urged consumers to “Act Now!” and warned that the  
16 “Sale Ends Today[.]” A graphic within the email repeated the deadline from its title, “Last Day[.]”  
17 while an updated countdown timer indicated that consumers had only hours left to access the offer.

18 56. Contrary to the January 29 subject line, the “flash” sale began to resemble a slow  
19 burn. The opportunity for special pricing would last beyond the advertised deadline, as confirmed  
20 in a January 30, 2024, email titled: “🔥 Flash Sale Extended: TWO more Days to Save!” Clearly,  
21 the time scarcity claim that Club Med sent to consumers in its January 29 subject line was false.  
22 The promotion did not end as advertised.

23 57. By filling consumers’ inboxes with misinformation about important terms, such as  
24

1 deadlines, Club Med ensures that email recipients lack the accurate details they need to make  
2 educated buying decisions.

3 58. Club Med used the same strategy when advertising another alleged flash sale in  
4 April, 2024.

5 59. On April 3, 2024, Club Med sent consumers an email promoting the offer in its  
6 subject line: “🏖️ Flash Sale: 50% Off + Kids under 16 stay Free[.]” Consumers who opened the  
7 email would be met with text explaining that the sale was all-inclusive stays at Club Med properties  
8 in Mexico, the Caribbean, Dominican Republic, and Canada. The body of the email further warned  
9 consumers to, “Hurry! This limited time offer ends on April 8th” and provided a countdown  
10 graphic reflective of the April 8 deadline.

11 60. Once April 8, 2024, arrived, Club Med emphasized the upcoming end of its “flash”  
12 sale in an email with the subject line: “🕒 Last Day! 50% Off + Kids under 16 stay Free[.]” Text  
13 within the email reiterated that it was consumers’ “Final call” to book one of the advertised  
14 vacations. However, the email’s text, much like its title, also featured false information.

15 61. After making its misrepresentations regarding the purported end of the flash sale,  
16 Club Med revealed the real deadline on April 9, 2024, in an email titled: “🕒 Flash Sale Extended:  
17 50% Off + Complimentary Stay for kids under 16[.]” The message confirmed that the subject line  
18 sent on April 8 was false and stated that the sale would actually end on April 10, as confirmed by  
19 an updated and accurate countdown timer.

20 62. Another example arose in the context of a flash sale conducted in July 2024.

21 63. On July 17, 2024, Club Med sent an email with the subject line: “🌟 Flash Sale  
22 🌟 50% Off + Up to \$400 Extra Savings[.]” The message announced the special pricing available  
23 for stays at resorts in North America and urged consumers to “Hurry! This limited time deal ends  
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1 on July 22.” Per usual, Club Med included a countdown timer within the email, reflecting the July  
2 22 deadline.

3 64. A few days later, on July 19, 2024, Club Med transmitted another email  
4 emphasizing the July 22 end date. The email was titled: “ ⚡ Last Days ⚡ : 50% OFF + Up to  
5 \$400 extra savings[.]” The countdown timer was updated to reflect the roughly 3 and a half days  
6 remaining until the sale’s advertised deadline with text stating it was consumers’ “last chance to  
7 save.” The email’s preview text further reiterated that the sale was in its “final countdown[.]”

8 65. However, July 22, 2024, was not the last day of the sale. In fact, the “Last Days”  
9 presented in the July 19, 2024, email and subject line were not the last days at all.

10 66. Proof that the July 22 subject line communicated a false deadline arrived in  
11 consumers’ inboxes on July 23, 2024, in an email featuring the headline: “ ⬇ Extended Time to  
12 Save: 50% Off + Up to \$400 extra savings[.]” The email stated that the offer would then run until  
13 July 24. Thus, the true “last days” for the “flash” sale would not arrive until the false deadline had  
14 passed.

15 67. Club Med started 2025 with the same deceptive techniques. Consumers received  
16 emails presenting a “40% Off” promotion with an advertised deadline of January 13, 2025. Yet,  
17 the New Year Sale did not end on January 13, 2025. Consistent with its typical strategy, Club Med  
18 advertised the new promotion, used the subject line of a follow-up email to emphasize a false  
19 deadline, then “extended” the sale to its true end date. The subject lines used to implement the  
20 scheme demonstrate Club Med’s deceptive campaign:

- 21 a. January 7, 2025: “Kickstart 2025 with Spring Savings—Ending Soon!”
- 22 b. January 13, 2025: “ ⬇ New Year Sale: Last Day for 40% Savings[.]”
- 23 c. January 14, 2025: “2025 Spring & Summer Savings—Extended!”
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1           68.     Despite the unambiguous deadline that Club Med communicated in its January 13,  
2 2025, subject line, it never intended to conclude the promotion on that date. The January 14, 2025,  
3 email confirmed that the January 13 subject line was false and that the offer would be available  
4 until January 15, 2025.

5           69.     Club Med repeated its trick the following month. Consumers received emails  
6 promoting a “Flash Sale” with 50% off pricing at specified Club Med destinations. According to  
7 information contained in Club Med emails and the subject line of its February 3, 2025, email, the  
8 opportunity would end on February 3. However, February 3 was not the true deadline for the  
9 special pricing. In fact, February 3 was not the “Last Hours to Save” nor was it the last day of the  
10 sale. The real final day and hours for the flash sale occurred on February 5, 2025. The subject lines  
11 used in the emails advertising the sale demonstrate the deceptive routine:

- 12           a.     January 30, 2025: “👉 Flash Sale: 50% on Spring & Summer Escapes[.]”
- 13           b.     February 3, 2025: “Last Hours to Save 50% OFF ?? ALL Spring and  
14                 Summer Dates[.]”
- 15           c.     February 4, 2025: “👉 Flash Sale Extended: TWO more Days to Save!”

16           70.     Club Med used the guise of a “flash” sale to mislead consumers in May 2025 as  
17 well. Again, consumers’ inboxes were subjected to the same deceptive process. Club Med 1) sent  
18 emails advertising the sale and presenting a false deadline, 2) sent an email with a subject line  
19 pressuring consumers to book quickly because the offer was coming to an end, and 3) announced  
20 the promotion’s true end date in an email sent shortly after the advertised deadline had passed. The  
21 subject lines sent to consumers reveal the misleading strategy:

- 22           a.     May 22, 2025: “Memorial Day Flash Sale: Up to 50% Off[.]”
- 23           b.     May 27, 2025: “Last Chance: Memorial Day All-Inclusive Deals [.]”

1 c. May 28, 2025: “Guess What ... Two more days to save up to 50% OFF[.]”

2 71. Both the May 22 and May 27 emails indicated that the “flash” sale was a “Limited-  
3 time offer!” which would end on May 27 and featured a countdown timer reflective of that  
4 deadline. Yet, as the May 28 email proved, the May 27, 2025, subject line was false. The “flash”  
5 sale did not end until two days later.

6 72. Within two months’ time, Club Med paired a false deadline with a surprise  
7 “extension” yet again. On July 28, 2025, it sent an email pressuring consumers to act before the  
8 end of a 50% off flash sale. The message was titled: “Last Chance! 50% Flash Sale Ends  
9 Tonight[.]” A graphic within the email emphasized that it was the “LAST DAY” for the discount  
10 on stays at certain “Beach and Mountain Resorts.” The body of the email also featured a  
11 countdown timer reflecting the advertised end date and repeated the warning touted in the email’s  
12 subject line: “Sales End Tonight.”

13 73. Yet, the sale did not end on July 28, 2025. An email transmitted the following day,  
14 on July 29, 2025, and titled, “Flash Sale Extended: 2 More Days to Save Up to 50% Off[.]”  
15 confirmed that the sale was ongoing and revealed its true deadline. Thus, the July 28, 2025, subject  
16 line was false and the “flash” sale would continue until July 30, 2025.

17 74. Another example of Club Med’s scheme arose during a 50% off promotion in  
18 September 2025.

19 75. An email sent on September 22, 2025, warned consumers of the promotion’s  
20 upcoming deadline in its title: “Clock's Ticking ⌚ 50% OFF Ends Tonight [.]” A graphic inside  
21 the email proclaimed that it was the “LAST DAY” to obtain the savings on stays at select Club  
22 Med destinations while a countdown timer indicated that the sale would last “until midnight.”

23 76. Yet, the very next day, Club Med transmitted an email which proved that the  
24

1 September 22, 2025, subject line was false and provided the sale's true deadline. The September  
2 23, 2025, email featured the subject line, "50% Off Flash Sale: EXTENDED!" while text within  
3 the email confirmed that the sale "has been extended for TWO more Days!"

4 77. Club Med concluded the year in much the same manner. During a Black Friday  
5 Sale in December, the company again used its marketing emails to mislead consumers concerning  
6 the timing of its promotions.

7 78. On December 1, 2025, it transmitted an email with the subject line: " ⚡ Final  
8 Hours to Save on Our Biggest Sale of the Year[.]" According to the email, the offer allowed  
9 consumers to receive 50% off stays at Club Med properties. The email was also crammed with  
10 false time pressure claims. A graphic within the body of the message stated it was the "Last Day."  
11 Below the graphic, a countdown timer reflected the time remaining in the promotion. To the left  
12 of the timer, large text claimed the Black Friday offer was the "Biggest Sale of the Year – Final  
13 Hours[.]" Then, print appearing below the graphic further emphasized, "Today is the Last Day to  
14 lock in our biggest sale of the year!" Finally, the email also warned consumers, "Don't miss your  
15 chance, these exclusive savings end today." While the message was replete with clear reminders  
16 as to the sale's conclusion, none of those representations were true.

17 79. On December 2, 2025, Club Med sent consumers an email announcing the real  
18 deadline. The message was titled, " ⚡ Travel Tuesday Surprise: Black Friday Extended!" and  
19 confirmed the offer would last until December 4, 2025. Thus, the December 1, 2025, subject line,  
20 communicated a false deadline to consumers.

21 80. Club Med has continued to deploy email subject lines to advance its deceptive  
22 marketing strategy in 2026.

23 81. On January 12, 2026, it transmitted an email titled: "Semi-Annual Sale Ends Today:  
24

1 50% Off & Up to \$400 Instant Savings[.]” A graphic inside the email proclaimed it was the “LAST  
2 DAY” of the advertised discount for stays at Club Med properties. Text below the graphic also  
3 announced that it was the “Last call for semi-annual savings” and included a countdown timer  
4 reflecting the alleged January 12 deadline.

5 82. True to its typical, yet false, form, the end date presented by Club Med was untrue.  
6 The semi-annual sale did not conclude on January 12. An email sent on January 13, 2026 was  
7 titled, “Offer Extended: One more day[] to enjoy 50% Off Your All-Inclusive Escapes[.]” and  
8 confirmed the deal did not end on January 12 despite the unambiguous deadline communicated in  
9 the January 12, 2026 subject line.

10 83. As the subject lines of its marketing emails demonstrate, Club Med employs a  
11 strategy where it pressures consumers to make purchases from its website by falsely representing  
12 the limited availability of its offers.

13 84. These and other examples of Club Med’s commercial emails whose subject lines  
14 contain false or misleading statements are attached to this Class Action Complaint as Exhibit A.

15 **C. Club Med knows when it sends emails to Washington residents.**

16 85. A sophisticated commercial enterprise, like Club Med, which is engaged in  
17 persistent marketing through mass email campaigns across the United States, has several ways of  
18 knowing where the recipients of its marketing emails are located. The means it employs are  
19 peculiarly with its knowledge.

20 86. First, the sheer volume of email marketing that Club Med engages in put it on notice  
21 that Washington residents would receive its emails.

22 87. Second, Club Med may obtain location information tied to email addresses when  
23 consumers make purchases from Club Med through digital platforms, or otherwise self-report such  
24

1 information to Club Med.

2 88. Third, Club Med may obtain location information tied to email addresses by  
3 tracking the IP addresses of devices used to open Club Med emails, which in turn can be correlated  
4 to physical location (as illustrated, for example, by the website <https://whatismyipaddress.com/>).

5 89. Fourth, Club Med may obtain location information tied to email addresses by  
6 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,  
7 which sell access to databases linking email addresses to physical locations, among other  
8 identifiers.

9 90. Fifth, Club Med may obtain location information tied to email addresses by using  
10 “identity resolution” services offered by companies such as LiveRamp, which can connect  
11 consumers’ email addresses to their physical locations, among other identifiers.

12 91. Sixth, Club Med may obtain information that the recipients of its marketing emails  
13 are Washington residents because that information is available, upon request, from the registrant  
14 of the Internet domain names contained in the recipients’ email addresses. *See* RCW  
15 19.190.020(2).

16 92. It is thus highly probable that a seller of Club Med’s size and sophistication employs  
17 not just one but several means of tying consumers’ email addresses to their physical locations, at  
18 least at the state level.

19 **D. Club Med violated Plaintiff’s right under CEMA to be free from deceptive**  
20 **commercial emails.**

21 93. Club Med has spammed Plaintiff with commercial emails whose subject lines  
22 contain false or misleading statements in violation of her right to be free from such annoyance and  
23 harassment under CEMA.

24 94. For example, Plaintiff received emails containing false or misleading subject lines

1 sent by Club Med as described above in Section B, including:

2 a. The May 27, 2025, email titled, “Last Chance: Memorial Day All-Inclusive  
3 Deals” as described at paragraphs 70 and 71 above.

4 b. The July 28, 2025, email titled, “Last Chance! 50% Flash Sale Ends  
5 Tonight[,]” as described at paragraph 72 above.

6 c. The September 22, 2025, email titled, “Clock's Ticking 🕒 50% OFF Ends  
7 Tonight” as described at paragraph 75 above.

8 d. The December 1, 2025, email titled, “⚡ Final Hours to Save on Our  
9 Biggest Sale of the Year [,]” as described at paragraph 78 above.

10 95. The subject lines of these emails are false or misleading in violation of CEMA as  
11 described above.

12 96. These subject lines contained false statements of fact as to the “duration or  
13 availability of a promotion.” *Brown*, 567 P.3d at 47.

14 **V. CLASS ALLEGATIONS**

15 97. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative  
16 class (“Class”):

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

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

23 99. The Class Period extends from the date four years before this Class Action  
24

1 Complaint is filed to the date a class certification order is entered in this action.

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

5 101. The Class is so numerous that joinder of all members is impracticable because the  
6 Class is estimated to minimally contain thousands of members.

7 102. There are questions of law or fact common to the class, including without limitation  
8 whether Defendant sent commercial emails containing false or misleading information in the  
9 subject line; whether Defendant sent such emails to email addresses it knew or had to reason to  
10 know were held by Washington residents; whether Defendant's conduct violated CEMA; whether  
11 Defendant's violation of CEMA constituted a *per se* violation of the Consumer Protection Act,  
12 RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

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

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

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

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

8 107. A class action is superior to other available methods for the fair and efficient  
9 adjudication of the controversy because, among other reasons, the claims at issue may be too small  
10 to justify individual litigation and management of this action as a class presents no special  
11 difficulties.

## 12 VI. CLAIMS TO RELIEF

### 13 First Claim to Relief

#### 14 **Violation of the Commercial Electronic Mail Act, RCW 19.190.020**

15 108. Plaintiff incorporates and realleges paragraphs 1–96 above.

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

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

22 111. Defendant initiated the transmission, conspired with another to initiate the  
23 transmission, or assisted the transition of “commercial electronic mail messages” within the  
24

1 meaning of CEMA. RCW 19.190.010(2).

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

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

11 114. For Defendant’s violation of CEMA, Plaintiff is entitled to all available relief,  
12 including an injunction against further violations.

13 **Second Claim to Relief**

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

15 115. Plaintiff incorporates and realleges paragraphs 1–96 above.

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

19 117. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

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

22 119. CEMA provides that “[n]o person may initiate the transmission, conspire with  
23 another to initiate the transmission, or assist the transmission, of a commercial electronic mail  
24

1 message ... to an electronic mail address that the sender knows, or has reason to know, is held by  
2 a Washington resident that ... [c]ontains false or misleading information in the subject line.”  
3 RCW 19.190.020(1)(b).

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

5 121. Defendant initiated the transmission, conspired with another to initiate the  
6 transmission, or assisted the transition of “commercial electronic mail messages” within the  
7 meaning of CEMA. RCW 19.190.010(2).

8 122. Defendant initiated the transmission, conspired with another to initiate the  
9 transmission, or assisted the transmission of such messages to electronic mail addresses that  
10 Defendant knew, or had reason to know, were held by Washington residents.

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

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

17 **VII. JURY DEMAND**

18 125. Plaintiff will demand a jury trial by separate document in accordance with Local  
19 Civil Rule 38(b).

20 **VIII. PRAYER FOR RELIEF**

21 Plaintiff asks the Court to:

22 A. Certify the proposed Class, appoint Plaintiff as Class representative, and appoint  
23 undersigned counsel as Class counsel;

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

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

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

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

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

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1 Date: March 23, 2026

*/s/ Samuel J. Strauss*

Samuel J. Strauss, WSBA No. #46971

Raina C. Borrelli\*

**STRAUSS BORRELLI PLLC**

980 N. Michigan Avenue, Suite 1610

Chicago, IL 60611

Telephone: (872) 263-1100

Facsimile: (872) 263-1109

sam@straussborrelli.com

raina@straussborrelli.com

Lynn A. Toops\*

Natalie A. Lyons\*

Ian R. Bensberg\*

**COHENMALAD, LLP**

One Indiana Square, Suite 1400

Indianapolis, IN 46204

Tel.: (317) 636-6481

ltoops@cohenmalad.com

nlyons@cohenmalad.com

ibensberg@cohenmalad.com

J. Gerard Stranch, IV\*

Michael C. Tackeff\*

Andrew K. Murray\*

**STRANCH, JENNINGS &**

**GARVEY, PLLC**

223 Rosa L. Parks Avenue, Suite 200

Nashville, TN 37203

Tel.: (615) 254-8801

gstranch@stranchlaw.com

mtackeff@stranchlaw.com

amurray@stranchlaw.com

*Attorneys for Plaintiff*

**\* Applications for admission**

***pro hac vice forthcoming***