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Case Number: 26-2-04081-31

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

MELISSA ERWIN, on her own behalf and on behalf of others similarly situated, Plaintiff, vs. TEA LIVING, INC., d/b/a TEA COLLECTION. Defendant.	Case No.: 26-2-04081-31 CLASS ACTION COMPLAINT <u>JURY TRIAL DEMANDED</u>

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 Tea Living, Inc., d/b/a Tea Collection ("Tea") 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

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19.190.020(1)(b).

3. Defendant Tea engages in the precise activity which CEMA prohibits.

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

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

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

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

II. JURISDICTION AND VENUE

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

9. Venue is proper in Snohomish County under RCW 4.12.020(3) because Plaintiff's cause of action or some part of it arose in Snohomish County.

III. PARTIES

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

11. Defendant Tea Living, Inc., is a California corporation with its principal place of business at 5900 Hollis Street, Suite D, Emeryville, CA 94608.

12. Defendant sells its products in Washington both through its website and brick-and-

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mortar "Tea Collection" stores, and is thus subject to personal jurisdiction in this Court. *See, e.g.*, *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021).

IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

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

14. In 1998, the Legislature found that the "volume of commercial electronic mail" was "growing," generating an "increasing number of consumer complaints." Laws of 1998, ch. 149, § 1.

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

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

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

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

19. Even when bulk commercial email marketers are operating under color of consumer consent, the reality is that "[m]ost privacy consent"—especially under the "notice-and-choice" approach predominant in the United States—"is a fiction." Daniel J. Solove, *Murky Consent: An*

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Approach to the Fictions of Consent in Privacy Law, 104 Boston Univ. L. Rev. 593, 596 (2024).

20. Consumers therefore routinely "consent" to receive flurries of commercial emails which they did not meaningfully request and in which they have no genuine interest.

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

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

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

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

25. CEMA's "truthfulness requirements" increase the costs of sending deceptive commercial emails and thereby reduce their volume. *Heckel*, 143 Wn. 2d at 836.

26. CEMA's "truthfulness requirements" thereby advance the statute's aim of protecting consumers "from the problems associated with commercial bulk e-mail" while facilitating commerce "by eliminating fraud and deception." *Id.*

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27. CEMA "mean[s] exactly what it says": in "broad" but "patently clear" language, CEMA unambiguously prohibits "sending Washington residents commercial e-mails that contain *any* false or misleading information in the subject lines of such e-mails." *Certification from U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash. 2025).

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

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

B. The subject lines of Tea Collection's marketing emails make false time scarcity claims.

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

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

32. "False or misleading scarcity claims can change the behaviour of consumers." *Online Choice Architecture*, *supra* para. 30, at 27.

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33. Representations about the timing and duration of sales, discounts, and other special offers are fundamentally representations about prices, and such representations matter to ordinary consumers. *See, e.g.*, Huiliang Zhao *et al.*, *Impact of Pricing and Product Information on Consumer Buying Behavior with Customer Satisfaction in a Mediating Role*, 12 Frontiers in Psychology 720151 (2021), *available at* https://pmc.ncbi.nlm.nih.gov/articles/PMC8710754/pdf/fpsyg-12-720151.pdf/.

34. False scarcity claims are psychologically effective. As "considerable evidence" suggests, "consumers react to scarcity and divert their attention to information where they might miss opportunities." *Online Choice Architecture*, *supra* para. 30, at 26.

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

36. Under time pressure, "consumers might take up an offer to minimise the uncertainty of passing it up." *Id.*

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

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

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

40. These false time scarcity claims are a staple of the defendant's marketing scheme to compel consumers to purchase its products.

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41. Tea is a high-end children's clothing company. The clothing line is available through the company's brick-and-mortar stores as well as on its website, teacollection.com.

42. To advertise its products and encourage purchases from its stores and its website, Tea routinely sends spam emails to consumers. These emails are part of a calculated marketing strategy that Defendant orchestrates in advance to maximize sales by distorting factual information about the duration and availability of its promotions.

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

44. Tea has tailored its approach to fit different types of promotions or sales, including promotion extensions. In these examples, Tea sends consumers emails to advertise an offer, promotion, or sale. Then, it uses the subject lines of follow-up emails to present the promotional pricing as a scarce or time-limited opportunity. This strategy commands consumers' attention and pressures them to purchase from Tea's website or store. Finally, once the originally advertised "deadline" has passed, Tea extends the promotion to a new end date.

45. While Tea may present these extensions as though they are an act of kindness to consumers, they are not. By pairing false time pressures with surprise extensions—which are only disclosed once the original promotion has ended—Tea compels consumers to purchase quickly while withholding material terms necessary to make *informed* buying decisions.

46. This misleading marketing strategy allows Tea to maximize sales during both the initial promotion, as well as the subsequent extension.

47. Tea's "Spring Forward Sale" in 2025 provides a recent and apt example of this scheme at work.

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48. First, Tea sends consumers an email advertising a new promotion. It did so on February 19, 2025, in an email titled: "Spring Is In The Air 🌳 [.]" Text within the message invited consumers to shop on teacollection.com to "Enjoy up to 25% off fresh finds!"

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

50. Tea did so regarding its "Spring Forward Sale" on multiple occasions. On February 22, 2025, Tea transmitted an email with the subject line: "Up To 25% Off Spring Forward Styles Ends Soon!" Text within the message told consumers to act fast so they "[d]on't miss it[.]"

51. The very next morning, Tea sent a February 23, 2025 email with the subject line: "🚨 LAST DAY 🚨 To Shop Up To 25% Off Spring Styles," employing alarm bell gifs and all caps to amplify the purported deadline. In the body of the email, Tea further emphasized the false time scarcity: putting consumers on notice that the "Spring Forward event is almost over…[.]"

52. Layering on the pressure tactics, on the evening of February 23, 2025, Tea sent out a final email with the subject line: "Tick, Tock ⏰ Don't Miss The Spring Forward Sale[.]" This particular marketing strategy exploited by Tea—using both the red emergency light and clock emojis in the email subject lines—amplifies the deception by creating a heightened sense of urgency while signaling to consumers the promotion's end is near.

53. Despite these repetitious and unambiguous warnings, February 23, 2025, was not the expiration date for the supposed sale.

54. Employing the final stage of its scheme, Tea swaps the advertised deadline with the real deadline, purporting to extend the life of the promotion. Tea did this on February 24, 2025, announcing the "extension" of the "Spring Forward Sale" in an email titled: "SURPRISE! 2 More

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Days To Shop Spring Forward! 🥳" Text within the email confirms that the recipient has "MORE TIME TO SAVE!"

55. Later that same day, Tea sent another email with the heading" "📣 Spring Forward Has Been Extended[.]" The two February 24 emails prove that the promotion would continue an additional two days beyond the deadline that Tea previously, and explicitly, communicated to consumers in the February 23, 2024 subject lines.

56. Thus, less than 24 hours after warning consumers that the opportunity to take advantage of the "Spring Forward Sale" was ending, Tea extended the sale, thereby proving the falsity of the February 23 subject line. Consumers in receipt of the February 23 email were not at risk of missing the offer because Tea did not end the sale on that day as it originally advertised. The false conclusion and the false time scarcity presented in the February 23 subject lines are key components to Tea's cohesive marketing strategy. These tactics are simply a coordinated advertising scheme designed to drive consumers to Defendant's website and, ultimately, the checkout screen.

57. The following month, Tea applied the same familiar ploy to mislead consumers during a Memorial Day "Flash Sale" promotional event. Again, consumers were subjected to the same deceptive practice. Tea 1) sent an email announcing the sale, 2) sent an email with a subject line pressuring consumers to buy quickly because the offer was expiring, and 3) announced the same offer in an email extending the sale shortly after the alleged end of the promotion. The subject lines sent to consumers reveal the plan in action:

a. May 25, 2025: "Flash Sale 🎇 Select Styles 40% Off!"

b. May 26, 2025: "40% Off Ends TONIGHT! ⏳"

c. May 27, 2025: "Flash Sale Extended—But Only for Today! 🚨"

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58. Consistent with its practice of advertising false deadlines, Tea carried out this scheme knowing that the 40% off "Flash Sale" was not scarce or time limited at all. In reality, this "flash" sale began to resemble more of a slow burn, as the opportunity for special pricing would last beyond the advertised deadline. Consumers could receive 40% off on May 27 despite Tea's communication that the sale would end the night of May 26, 2025. Therefore, the May 26 email subject line claiming that the sale was ending "tonight" was clearly false. The promotion did not end as advertised.

59. Tea is well versed in this ruse, having employed the same tactics two years earlier during its "All Good Things" year-end sale. A December 26, 2022 email bearing the subject line: "😱 400+ Styles $10, $12, $15, $18, $20, $25" announced the start of the promotion, with the body of the email confirming that the offer would be "valid from 12/26/2022 through 1/3/2023 at 11:59 PM PT."

60. Sticking to the same marketing regimen, Tea steeped consumers' inboxes with time pressure using a January 2, 2023 email declaring: "⏰ FINAL HOURS—These Deals Are Almost Done[.]" Text within the email warns shoppers they would have to "[s]ay bye-bye to 400+ styles from $10!" if they didn't act fast. Yet, Tea knew the deal was nowhere near its "final hours[,]" as the body of the email revealed the promotion would continue to be available until "1/3/2023 at 11:59 PM PT."

61. Tea's representations about the duration of its "All Good Things" sale were knowingly misleading. Defendant told consumers the promotion would end on January 2, despite knowing that the actual deadline was January 3. Only on January 3, the true deadline, did it reveal as much, with emails containing the subject lines: "$10-$25 Styles End TONIGHT!" and "⏳ Just Hours Left On These Deals[.]" These emails directly contradict the previously stated deadline

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proving the falsity of the January 2 email subject line. By stuffing consumer inboxes with shifting claims of when the sale would end, Tea deprived recipients of the information necessary to make educated buying decisions.

62. Pairing false deadlines with surprise extensions is but one of several techniques that Tea uses to carry out its deceptive marketing strategy. In other instances, Tea pressures consumers to buy quickly—because the opportunity to receive a discount is coming to an end—only to advertise the same or *even better* pricing shortly thereafter. A discount promotion for a "Fall Preview Sale" provides a relevant example.

63. One example came in 2022 with Tea's "Fall Preview Sale," announced on July 13, 2022, in an email sent to consumers with the subject line: "🤩 It's Here: The Fall Preview Event[.]" Tea incentivized online purchases by offering shoppers 20% off new arrivals and an extra 30% off items already on sale.

64. The morning of July 18, 2022, Tea reminded consumers in an emailed titled: "🎒 School Is Coming...Don't Miss These NEW Tees[,]" repeating in the body of the email that "the Fall Preview sale ends tomorrow[.]" Later that same day, Tea inundated consumers' inboxes with another email bearing the subject line: "⏰ The Fall Preview Sale Ends Tomorrow!" Text within the email reiterated that consumers must "[h]urry to shop everything 20% off New Arrivals and extra 30% off Sale[,]" encouraging them to hastily take advantage of the special pricing, or otherwise lose the opportunity.

65. Once July 19, 2022, arrived, Tea transmitted another email continuing to exert pressure upon consumers suggesting the opportunity to get the benefit of the deal was limited. The subject line cautioned consumers that the sale was almost over: "🌙 Our Fall Preview Sale Is Ending Tonight[.]" Again, text within the email reminded recipients that the sale was in its "Final

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Hours[.]"

66. Less than a week later, however, Tea offered a "new" promotion with even deeper discounts. On July 25, 2022, consumers received an email with the subject line: "Back To School Deals Are HERE 🍎 [.]" However, the contents of the message exposed the "Back to School Sale" as merely the "Fall Preview Sale" repurposed, with an added advantage for the consumer: Tea would "Take 20% off new arrivals" plus "an extra 40% off sale!"

67. Thus, July 19, 2022, was not the "last call" nor was it the "LAST DAY" for the 20% off plus 30% off promotion. In six days, Tea made an even better offer available to consumers. The time pressure leveraged in the July 18 and July 19 subject lines, then, was misleading as to the true availability of the deal.

68. Moreover, consumers in the market for Tea's merchandise were actually better off if they disregarded the July 18 and July 19 subject lines, along with the false time pressures contained therein. The 20% off plus 40% off sale was available to consumers until August 2, 2022.

69. This circumstance illustrates the harm consumers may suffer when retailers, like Tea, choose to withhold the truth. The conduct here is particularly egregious because Tea delivers these warnings under the guise of friendly reminders—purporting to encourage consumers to take advantage of savings before it is "too late," as though doing them a favor. In reality, consumers are better off declining the offer and waiting for a more substantial discount.

70. The false time scarcity created by Tea might compel a buyer to purchase from the website so they can obtain the 30% discount before the promotion's advertised ending. Were that buyer not deceived into believing the discount was fleeting, they might have researched other options or, at the very least, waited six days to receive an additional 10% off sale items, instead of being lured into a less favorable deal.

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71. Rather than tone down its strategy of deception, Tea intensified its effort throughout 2023. As demonstrated below, Defendant continued to deploy the same strategy—announcing the deal, followed by urgent and false deadlines, then re-upping the same or better deal just days later. For example, the "All Dressed Up" event offering 25% off special occasion styles went live in an email transmitted on October 17, 2023, with the subject line: "Dressy Styles Now 25% Off!"

72. As usual, Tea bombarded consumers with false time pressure. On October 20, 2023, Tea sent the following email creating false time scarcity and warning consumers that the "Dressy Sale" was coming to an end: "✨ FINAL HOURS: Dressy Styles 25% Off!" The contents of the message confirmed that the offer would end that same day "at 11:59 PM PT."

73. Despite the urgency and deadline communicated in the October 20 email subject line, consumers would have access to an even better deal within hours.

74. On October 21, 2023, at 8:03 a.m., Tea returned to consumers' inboxes to promote its "Friends & Family Event[,]" sending an email advertising discounts that were even greater than those offered the day before. The subject line read: "25% Off + 30% Off Sale: Friends & Family 🍁[,]" and the body of the email specified consumers would receive "25% off full price styles[,]" with an *additional* "30% off sale items[.]"

75. Once again, had consumers been spared the artificial time pressure imposed by Tea, they might have simply turned in for the night and waited until morning to take advantage of the "Friends & Family Event[,]" securing far better pricing without the need to rush. After all, the promotion remained available to consumers until November 1, 2023—*12 full days* after the supposed October 20 deadline. Without the manufactured urgency, the email recipient could have purchased the dress they had been eyeing for 25% off and enjoyed an additional 30% off any sale items that caught their attention. Tea's lack of transparency regarding the sale's actual availability

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set consumers up to lose a better opportunity.

76. Like clockwork, Tea returned to consumers' inboxes with the very same scheme in 2024. On October 13, 2024, Tea launched its "Dressy Event" sale, announcing the promotion in an email with the subject line:

a. October 13, 2024: "Up To 25% Off Dressy Styles Starts NOW 🎉[.]"

b. October 20, 2024: "Last Day For To Up To 25 % Off Dressy Styles! 🏃 "

c. October 25, 2024: "Friends & Family Event: 25% Off Sitewide Starts NOW! 🏷️ "

77. Despite the unequivocal deadline Tea communicated in the subject line of its October 20, 2024 email, Tea never intended to actually conclude the 25% off promotion on that date, mirroring the same tactic it used exactly one year earlier when it created false urgency around its contrived October 20, 2023 deadline.

78. The "Friends & Family" promotion not only encompassed the initial offer of 25% off "dressy styles" but went even further by offering a 25% discount across the entire website.

79. Tea's October 25, 2024 email confirmed that the October 20, 2024 subject line representation was false, and the body of the email further confirmed the recipient could have received 25% off dressy styles until at least "11/3/2024 at 11:59 PM PT."

80. In reality, though, the "Friends & Family" sale remained available even beyond November 3, 2024.

81. On November 6, Tea sent yet another marketing email with the subject line: "⏰ Friends & Family ENDS TODAY[,]" the body of which offered consumers an "Extra 10% Off" with the code "WEALLFAM10[.]" Therefore, consumers had well over two weeks after the purported October 20 deadline to receive at least 25% off and at most 35% off the "dressy style"

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of their choice—proving that Tea's time scarcity claims were false.

82. In 2025, Tea replicated this tried and true strategy. Defendant advertised a new promotion, used the subject line of follow-up emails to emphasize that a false deadline was imminent, and then offered a better deal for a lengthy period of time after the false deadline. The subject lines used to implement the scheme demonstrate Tea's deceptive campaign:

a. October 11, 2025: "25% Off Dressy Styles Starts NOW 🎀 [.]"

b. October 19, 2025: "👉 Last Day To Shop 25% Off Dressy Styles[.]"

c. October 19, 2025: "Final Hours To Save At The Dressy Event ⏰ [.]"

d. October 24, 2025: "Friends & Family Event: 25% Off Sitewide Starts NOW! 🏷️ [.]"

e. November 3, 2025: "Last Chance to Take 25% Off + Extra 10%[.]"

83. Tea recycled and rebranded the same promotional strategy to mislead consumers about the true availability of discounts on dressy style clothing. Any buyer that was deceived into believing that their chance for a discount was expiring missed out on comparison shopping at Tea's competitors or, at the very least, the opportunity to exercise patience and obtain an additional 10% discount on their purchase. Moreover, buyers were denied the opportunity to benefit from the expanded promotion offering 25% off Tea's entire catalog, on top of the 25% discount on dressy styles.

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

85. These and other examples of Tea's commercial emails whose subject lines contain false or misleading statements are attached to this Class Action Complaint as Exhibit A.

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C. Tea Collection knows when it sends emails to Washington residents.

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

87. First, the sheer volume of email marketing that Tea engages in put it on notice that Washington residents would receive its emails. For example, during the years 2022 through 2025, Tea sent marketing emails at a rate averaging roughly, 844 per year, 70 per month, and 2 per day.

88. Second, Tea may obtain location information tied to email addresses when consumers make purchases from Tea through digital platforms, or otherwise self-report such information to Tea.

89. Third, Tea may obtain location information tied to email addresses by tracking the IP addresses of devices used to open Tea's emails, which in turn can be correlated to physical location (as illustrated, for example, by the website https://whatismyipaddress.com/).

90. Specifically, Tea appears to use Klaviyo to manage its email marketing campaigns. Klaviyo tells Tea where the recipients of its marketing emails are located using IP geolocation and other data extracted from recipients' interactions with Tea, which Klaviyo tracks in detail. *See* "Understanding when and how Klaviyo sets a profile's location," Klaviyo (July 7, 2025) (describing "how a profile's location and timezone information are set and updated"), https://help.klaviyo.com/hc/en-us/articles/115005073907/; "Understanding profiles in Klaviyo," Klaviyo (Aug. 5, 2025) ("Each individual profile features an activity log to capture a timeline of their interactions with your business," including receiving emails, opening emails, and clicking links within emails.), https://help.klaviyo.com/hc/en-us/articles/115005247088/.

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

92. Fifth, Tea may obtain location information tied to email addresses by using "identity resolution" services offered by companies such as LiveRamp, which can connect consumers' email addresses to their physical locations, among other identifiers.

93. Sixth, Tea may obtain information that the recipients of its marketing emails are Washington residents because that information is available, upon request, from the registrant of the Internet domain names contained in the recipients' email addresses. *See* RCW 19.190.020(2).

94. It is thus highly probable that a seller of Tea's size and sophistication employs not just one but several means of tying consumers' email addresses to their physical locations, at least at the state level.

D. Tea Collection violated Plaintiff's right under CEMA to be free from deceptive commercial emails.

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

96. For example, Plaintiff received emails containing false or misleading subject lines sent by Tea as described in Section B, including:

a. February 23, 2025, email titled, "🚨 LAST DAY 🚨 To Shop Up To 25% Off Spring Styles" as described in paragraph 51 above.

b. May 26, 2025, email titled, "40% Off Ends TONIGHT! ⏳" as described in paragraph 57 above.

97. The subject lines of these emails are false or misleading in violation of CEMA as

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described above.

98. The subject lines contained false statements of fact as to the "duration or availability of a promotion." *Brown*, 567 P.3d at 47.

V. CLASS ALLEGATIONS

99. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative class ("Class"):

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

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

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

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

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

104. There are questions of law or fact common to the class, including without limitation whether Defendant sent commercial emails containing false or misleading information in the subject line; whether Defendant sent such emails to email addresses it knew or had to reason to know were held by Washington residents; whether Defendant's conduct violated CEMA; whether Defendant's violation of CEMA constituted a *per se* violation of the Consumer Protection Act,

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RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

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

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

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

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

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

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VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

110. Plaintiff incorporates and realleges paragraphs 1–98 above.

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

112. Defendant is a "person" within the meaning of CEMA. RCW 19.190.010(11).

113. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transition of "commercial electronic mail messages" within the meaning of CEMA. RCW 19.190.010(2).

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

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

116. For Defendant's violation of CEMA, Plaintiff is entitled to all available relief,

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including an injunction against further violations.

Second Claim to Relief

Violation of the Consumer Protection Act, RCW 19.86.020

117. Plaintiff incorporates and realleges paragraphs 1–98 above.

118. The CPA provides that "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW 19.86.020.

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

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

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

122. Defendant is a "person" within the meaning of CEMA. RCW 19.190.010(11).

123. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transition of "commercial electronic mail messages" within the meaning of CEMA. RCW 19.190.010(2).

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

125. Defendant initiated the transmission, conspired with another to initiate the

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transmission, or assisted the transmission of such messages that contained false or misleading information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

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

VII. JURY DEMAND

127. Plaintiff will demand a jury trial by separate document in accordance with Local Civil Rule 38(b)(1).

VIII. PRAYER FOR RELIEF

Plaintiff asks that the Court:

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

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

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

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

E. Order such further relief the Court finds appropriate.

[Counsel signatures to follow on next page.]

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RESPECTFULLY SUBMITTED AND DATED this 23rd day of April, 2026.

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***Applications for admission *pro hac vice* forthcoming**