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

ALVARO INIGUEZ and BROOKE  
LANGFORD, on their own behalf and on  
behalf of others similarly situated,

Plaintiffs,

vs.

H&M HENNES & MAURITZ AB and H&M  
FASHION USA INC.,

Defendants.

Case No.: 26-2-02205-32

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Alvaro Iniguez and Brooke Langford, on their own behalf and on behalf of others similarly situated, on information and belief except as to their own experiences and matters of public record, complain of Defendants H&M Hennes & Mauritz GBC AB and H&M Fashion USA Inc. (“Defendants” or “H&M”) 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).



1 12. Defendant H&M Hennes & Mauritz AB is a corporation with its headquarters  
2 located at Mäster Samuelsgatan 46A, SE-106 38 Stockholm, Sweden.

3 13. Defendant H&M Fashion USA, Inc. is a subsidiary of H&M Hennes & Mauritz  
4 GBC AB, with its headquarters located at 110 Fifth Avenue, 11th Floor, New York, NY 10011.

5 14. Defendant H&M Fashion USA, Inc. maintains the following registered agent in the  
6 State of Washington: Corporation Service Company, located at 300 Deschutes Way SW, Ste. 208  
7 MC-CSC1, Tumwater, WA 98501.

8 15. Defendants sell their products in Washington both through their website and brick-  
9 and-mortar “H&M” stores, and are thus subject to personal jurisdiction in this Court. *See, e.g.,*  
10 *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021).

11 **IV. FACTUAL ALLEGATIONS**

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

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

15 17. In 1998, the Legislature found that the “volume of commercial electronic mail” was  
16 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,  
17 § 1.

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

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

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

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

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

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

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

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

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

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

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

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

9 30. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,  
10 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that  
11 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*  
12 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.  
13 2025).

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

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

19 **B. The subject lines of H&M’s marketing emails make false time scarcity claims.**

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

2 34. The FTC has identified the “False Limited Time Message” as one example of false  
3 time scarcity claims, in which the marketer creates “pressure to buy immediately by saying the  
4 offer is good only for a limited time or that the deal ends soon—but without a deadline or with a  
5 meaningless deadline that just resets when reached.” *Bringing Dark Patterns to Light*, *supra*  
6 para. 33, at 22.

7 35. “False or misleading scarcity claims can change the behaviour of consumers.”  
8 *Online Choice Architecture*, *supra* para. 33, at 27.

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

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

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

21 39. Under time pressure, “consumers might take up an offer to minimize the uncertainty  
22 of passing it up.” *Id.*

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

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

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

7 43. These false time scarcity claims are a staple of the defendant’s marketing scheme  
8 to compel consumers to purchase its products.

9 44. H&M is a retailer that markets and sells clothing, accessories and homeware. The  
10 company’s merchandise is available at its brick-and-mortar stores and through its website,  
11 [www.hm.com](http://www.hm.com).

12 45. To advertise its products and encourage purchases from its stores and website,  
13 H&M routinely sends spam emails to consumers. These emails are part of a calculated marketing  
14 strategy that H&M orchestrates in advance to maximize sales by distorting factual information  
15 about the duration and availability of its promotions.

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

19 47. H&M has tailored its marketing scheme to fit a number of offers, including  
20 promotion extensions. In these examples, H&M sends consumers emails to advertise an offer,  
21 promotion, or sale. Then, it uses the subject lines of follow-up emails to present the promotional  
22 pricing as a scarce or time-limited opportunity. This strategy commands consumers’ attention and  
23 pressures them to purchase from H&M’s website or store. Finally, once the originally advertised  
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1 “deadline” has passed, H&M knowingly extends the promotion to a new end date.

2 48. This misleading marketing strategy allows H&M to maximize sales during both the  
3 initial promotion, as well as the subsequent extension. While H&M may present these extensions  
4 as though they are a favor or unexpected blessing to consumers, they are anything but. By  
5 deploying false time pressure with surprise extensions—which are only disclosed once the original  
6 promotion has ended—H&M compels consumers to purchase quickly while withholding terms  
7 that consumers need so they can make informed buying decisions. H&M has been engaged in this  
8 bait-and-switch tactic since at least 2022.

9 49. For example, on September 18, 2022, H&M announced a 15% off sitewide sale, in  
10 an email with a subject line designed to inspire consumers to act quick: “15% off sitewide—for 24  
11 hours only! 🕒”. Reinforcing the 24-hour countdown, H&M told consumers in the body of the  
12 email that the deal was “Just for today.” To further emphasize the limited duration of the  
13 opportunity, the email’s preview text urged, “Don’t wait” while additional text within the email  
14 cautioned, “Don’t miss out.”

15 50. Despite its representations to the contrary, H&M’s 15% off sitewide sale wasn’t a  
16 24-hour deal. On the very next day, H&M spammed consumers with another email on September  
17 19, 2022, saying in the heading: “EXTENDED ONE MORE DAY: 15% off sitewide!”

18 51. Another example of this strategy came in 2023, with H&M’s 30% off sitewide  
19 “Black Friday” sale that launched on Thursday, November 23.

20 52. On the promotion’s namesake Friday, November 24, 2023, H&M called consumers  
21 to action in an email with the subject heading, “Just HOURS left: 30% off[.]” The diminishing  
22 timeline communicated in the subject line was reinforced in the body of the email which told  
23 consumers it was their “Last chance!” to take advantage of the sitewide sale.

1 53. In fact, there was a whole day left. On *Saturday*, November 25, H&M announced  
2 to consumers: “30% off for Black Friday extended!”

3 54. In January 2024, H&M replicated this scheme in its promotion of a 20% off  
4 sitewide sale.

5 55. On January 15, 2024, H&M pummeled consumers with two examples of this  
6 marketing strategy—emails urging them to act that day, or miss out. One email told consumers, in  
7 the subject line, “20% off ends tonight!”—a message reinforced by the email itself which stated  
8 “Last Day!” for “20% off sitewide.” And a second email on January 15, 2024 urgently conveyed,  
9 in the subject heading: “20% off is almost gone!”

10 56. But the 20% off opportunity did not end on January 15, as H&M promised in both  
11 of its January 15, 2024, subject lines. On the next day, January 16, H&M sent another email with  
12 the heading: “Extended! 20% off sitewide for 1 more day”.

13 57. In yet another example of this shell game, H&M spammed consumers’ inboxes in  
14 late August 2024 during H&M’s sale for “15% off \$60 and 20% off \$80.”

15 58. On August 25, 2024, H&M sent consumers an email urgently invoking, in the  
16 subject line, a same-day deadline: “15% or 20% off ends tonight.”

17 59. Of course, this deadline was proven false in an email the next day, August 26, where  
18 H&M gave consumers another day on the same deal, saying: “Surprise! Up to 20% off for 1 more  
19 day.”

20 60. In a twist on H&M’s theme of false deadlines followed by pyrrhic “extensions,” it  
21 engages in a pattern of telling consumers that a deal is ending one day—just before its “starts” the  
22 very same—or better—deal a day (or two or three or four) later.

23 61. H&M has been pulling this trick on consumers since 2022.  
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1 62. One example came during H&M’s 2022 Black Friday sale, where it offered 30%  
2 off sitewide, starting on Thursday, November 24, 2022.

3 63. On Black Friday itself, November 25, 2022, H&M spammed consumers with  
4 emails promoting its 30% off deal, including an email that evening, which urgently conveyed, in  
5 the subject line: “Just HOURS left: 30% off”. The body of the email emphasized the diminishing  
6 hours left to act, telling consumers this was their “Last chance!”

7 64. But there was another chance, and many more hours, left for the 30% off deal.

8 65. Within one day, H&M announced its Cyber Monday sale—a newly branded deal  
9 that was, in all material respects, identical to the Black Friday sale. On Sunday, November 27,  
10 2022, H&M started its Cyber Money sale for 30% off sitewide, in an email with the heading: “30%  
11 off sitewide! Cyber Monday is happening now!”

12 66. And indeed, fine print in the November 27 email made clear that the 30% off sale  
13 would be available through Monday, November 28.

14 67. So, the purported “HOURS left” on the 30% off deal were not limited to November  
15 25. There were, in fact, *days* left on that deal.

16 68. Another example came in October 2025, where H&M repeated this bait-and-switch  
17 scheme in its promotional emails regarding a sale for “20% off \$80 + free shipping.”

18 69. On October 8, 2025, H&M spammed customers with an email containing a false  
19 deadline in the subject heading: “Last day: 20% off + free shipping.”

20 70. This wasn’t the “last day” for this deal. On October 12, 2025, H&M *again* spammed  
21 consumers with an email that *again* stated, in the subject line: “Last day: 20% off + free shipping.”

22 71. In another example, H&M deployed this trick with its 2024 Memorial Day Sale,  
23 but with a twist. In this variation on H&M’s deceptive theme, it deceives consumers about the  
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1 scarcity of a lesser deal only to offer a better deal just days later.

2 72. In this variation on the scheme, H&M pretends to encourage consumers to take  
3 advantage of the current deal before it's over—as if it is doing customers a favor. But as H&M  
4 knows, the consumer would be better off by declining the offer and waiting for the better discount  
5 soon to follow.

6 73. On May 26, 2024, H&M launched its Memorial Day Sale for 20% off, followed by  
7 emails clogging consumers' inboxes on May 27 to remind them of the sale.

8 74. After repeatedly spamming consumers about the deal that same day, on the evening  
9 of May 27, 2024, H&M sent an email containing the subject line: "Memorial Day: 20% off ends  
10 tonight!" The sub-header reinforced the urgency, telling consumers to "Hurry, before it's too late!"

11 75. Of course, H&M failed to tell consumers that 20% off—and more—would be  
12 available again, just a few days later, during the "25% off Flash Sale" announced in an email sent  
13 to customers on May 31, 2024.

14 76. So H&M misrepresented the availability of 20% off deal, all the while knowing  
15 that, in short order, it would be offering a deal that included and exceeded 20% off.

16 77. H&M repeated this tactic in its promotions of a deal offering "15% off" consumers'  
17 orders that started on December 27, 2025.

18 78. On December 28, 2025, H&M spammed consumers with an email urging, in the  
19 subject heading: "Last day: 15% off your order"—for emphasis, repeating "LAST DAY" in the  
20 body of the email.

21 79. H&M urged consumers to take advantage of this 15% off deal on December 28,  
22 knowing that—just a few days later—it would be offering a deal that incorporated—and far  
23 exceeded—the 15% savings.

1 80. On January 1, 2026, it sent consumers an email advertising, in the heading: “25%  
2 off flash sale = happier new year.”

3 81. Of course, H&M had incentive to convince consumers of the scarcity of the 15%  
4 off sale, when a bigger deal was just around the corner.

5 82. Just recently, H&M spammed consumers at the end of its “Weekend Sale,” for  
6 “20% off \$80 and 25% off \$100,” with another example of this tactic.

7 83. On Sunday, March 8, H&M pummeled consumers’ inboxes with an email  
8 conveying, in the subject heading, the purported deadline of the deal: “20% off or 25% off ends  
9 today.”

10 84. What H&M did not tell consumers: it would be offering a deal just a few days later  
11 that incorporated and exceeded its “weekend deal.”

12 85. On March 11, 2026, H&M sent consumers an email advertising a “flash” sitewide  
13 sale, saying in the headline: “25% off flash sale starts now.”

14 86. This is an established pattern for H&M. It regularly transmits subject lines warning  
15 consumers that a particular deal will be gone and then performs the bait-and-switch, offering  
16 another deal that includes and improves upon the prior deal.

17 87. In one more example of this strategy, on November 23, 2025, H&M urgently  
18 conveyed to consumers that its Black Friday deal for “up to 50% off” was ending, in subject lines  
19 saying: “Final hours: Up to 50% off sitewide” and “Up to 50% off everything ends today”.

20 88. But, on November 29, 2025, it came back to customers with its Cyber Monday deal  
21 for “up to 60% off” sitewide, in a subject heading that stated: “Up to 60% off is early for Cyber  
22 Monday.” The 60% off deal would be available through at least December 1, 2025.

23 89. As the subject lines of these examples of H&M’s marketing emails demonstrate,  
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1 H&M is engaged in a scheme where it pressures consumers to purchase products from its website  
2 by falsely representing the limited availability of its offers.

3 **C. H&M knows when it sends emails to Washington residents.**

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

8 91. First, the sheer volume of email marketing that H&M engages in put it on notice  
9 that Washington residents would receive its emails. For example, during the years 2022 through  
10 2025, H&M sent marketing emails at a rate averaging roughly, 557 per year, 46 per month, and  
11 over 1 email per day.

12 92. Second, H&M may obtain location information tied to email addresses when  
13 consumers make purchases from H&M through digital platforms, or otherwise self-report such  
14 information to H&M.

15 93. Third, H&M may obtain location information tied to email addresses by tracking  
16 the IP addresses of devices used to open H&M's emails, which in turn can be correlated to physical  
17 location (as illustrated, for example, by the website <https://whatismyipaddress.com/>).

18 94. Specifically, H&M appears to use Adobe Campaign to manage its email marketing  
19 campaigns. This platform should allow H&M to access a list of every email address that was sent  
20 a marketing email. It should also allow H&M to determine which email addresses viewed each  
21 emails and to produce a list of every link that each mail recipient clicked on.

22 95. Fourth, H&M may obtain location information tied to email addresses by  
23 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,  
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1 which sell access to databases linking email addresses to physical locations, among other  
2 identifiers.

3 96. Fifth, H&M may obtain location information tied to email addresses by using  
4 “identity resolution” services offered by companies such as LiveRamp, which can connect  
5 consumers’ email addresses to their physical locations, among other identifiers.

6 97. Sixth, H&M may obtain information that the recipients of its marketing emails are  
7 Washington residents because that information is available, upon request, from the registrant of  
8 the Internet domain names contained in the recipients’ email addresses. *See* RCW 19.190.020(2).

9 98. It is thus highly probable that a seller of H&M’s size and sophistication employs  
10 not just one but several means of tying consumers’ email addresses to their physical locations, at  
11 least at the state level.

12 **D. H&M violated Plaintiffs’ right under CEMA to be free from deceptive**  
13 **commercial emails.**

14 99. H&M has spammed Plaintiffs with commercial emails whose subject lines contain  
15 false or misleading statements in violation of their right to be free from such annoyance and  
16 harassment under CEMA.

17 100. For example, Plaintiff Alvaro Iniguez received the following emails from H&M:

- 18 a. An email sent on November 25, 2022, titled: “Just HOURS left: 30% off”.
- 19 This email contained a false or misleading subject line sent by H&M as  
20 described above at paragraphs 62 through 67.
- 21 b. Two emails sent on January 15, 2024, titled: “20% off ends tonight!” and  
22 “20% off is almost gone!” These emails contained false or misleading  
23 subject lines sent by H&M as described above at paragraphs 54 through 56.
- 24 c. An email sent on May 27, 2024, titled: “Memorial Day: 20% off ends

1 tonight!” This email contained a false or misleading subject line sent by  
2 H&M as described above at paragraphs 54 through 56.

3 d. An email sent on August 25, 2024, titled: “15% or 20% off ends tonight”.  
4 This email contained a false or misleading subject line sent by H&M as  
5 described above at paragraphs 57 through 59.

6 e. An email sent on October 8, 2025, titled: “Last day: 20% off + free  
7 shipping”. This email contained a false or misleading subject line sent by  
8 H&M as described above at paragraphs 68 through 70.

9 f. An email sent on December 28, 2025, titled: “Last day: 15% off your order”.  
10 This email contained a false or misleading subject line sent by H&M as  
11 described above at paragraphs 77 through 81.

12 101. And Plaintiff Brooke Langford received the following emails from H&M:

13 a. An email sent on October 8, 2025, titled: “Last day: 20% off + free  
14 shipping”. This email contained a false or misleading subject line sent by  
15 H&M as described above at paragraphs 68 through 70.

16 b. An email sent on December 28, 2025, titled: “Last day: 15% off your order”.  
17 This email contained a false or misleading subject line sent by H&M as  
18 described above at paragraphs 77 through 81.

19 102. The subject lines of these emails are false or misleading in violation of CEMA.

20 103. The subject lines contained false statements of fact as to the “duration or availability  
21 of a promotion.” *Brown*, 567 P.3d at 47.

## 22 V. CLASS ALLEGATIONS

23 104. Plaintiffs bring this action under Civil Rule 23 on behalf of the following putative  
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1 class (“Class”):

2 All Washington residents who, during the Class Period, received a  
3 commercial email sent by the Defendant, on behalf of the  
4 Defendant, or with the Defendant’s assistance, that contained  
messaging in the email subject line which misrepresented the facts  
of a sale, deal or promotion.

5 105. Excluded from this definition of the Class are Defendants’ officers, directors, and  
6 employees; Defendants’ parents, subsidiaries, affiliates, and any entity in which Defendants have  
7 a controlling interest; undersigned counsel for Plaintiffs; and all judges and court staff to whom  
8 this action may be assigned, as well as their immediate family members.

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

11 107. Plaintiffs reserve the right to amend the Class definition as discovery reveals  
12 additional emails containing false or misleading information in the subject line that Defendants  
13 sent or caused to be sent during the Class Period to email addresses held by Washington residents.

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

16 109. There are questions of law or fact common to the class, including without limitation  
17 whether Defendants sent commercial emails containing false or misleading information in the  
18 subject line; whether Defendants sent such emails to email addresses it knew or had to reason to  
19 know were held by Washington residents; whether Defendants’ conduct violated CEMA; whether  
20 Defendants’ violation of CEMA constituted a *per se* violation of the Consumer Protection Act,  
21 RCW 19.86.020 (CPA); and whether Defendants should be enjoined from such conduct.

22 110. Plaintiffs’ claims are typical of the Class’s because, among other reasons, Plaintiffs  
23 and Class members share the same statutory rights under CEMA and the CPA, which Defendants  
24 violated in the same way by the uniform false or misleading marketing messages it sent to all

1 putative members.

2 111. Plaintiffs will fairly and adequately protect the Class's interests because, among  
3 other reasons, Plaintiffs share the Class's interest in avoiding unlawful false or misleading  
4 marketing; have no interest adverse to the Class; and have retained competent counsel extensively  
5 experienced in consumer protection and class action litigation.

6 112. Defendants have acted on grounds generally applicable to the Class, in that, among  
7 other ways, it engaged in the uniform conduct of sending uniform commercial emails to Plaintiffs  
8 and the Class, which violate CEMA and the CPA in the same way, and from which it may be  
9 enjoined as to Plaintiffs and all Class members, thereby making appropriate final injunctive relief  
10 with respect to the Class as a whole.

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

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

20 **VI. CLAIMS TO RELIEF**

21 **First Claim to Relief**

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

23 115. Plaintiffs incorporate and reallege paragraphs 1-103 above.

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

6 117. Defendants are “persons” within the meaning of CEMA. RCW 19.190.010(11).

7 118. Defendants initiated the transmission, conspired with another to initiate the  
8 transmission, or assisted the transition of “commercial electronic mail messages” within the  
9 meaning of CEMA. RCW 19.190.010(2).

10 119. Defendants initiated the transmission, conspired with another to initiate the  
11 transmission, or assisted the transmission of such messages to electronic mail addresses that  
12 Defendants knew, or had reason to know, were held by Washington residents, including because  
13 Defendants knew that Plaintiffs and putative members were Washington residents through  
14 “information is available, upon request, from the registrant of the internet domain name contained  
15 in the recipient’s electronic mail address”. RCW 19.190.020(b)(2).

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

19 121. For Defendants’ violation of CEMA, Plaintiffs are entitled to all available relief,  
20 including an injunction against further violations.

21 **Second Claim to Relief**

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

23 122. Plaintiffs incorporate and reallege paragraphs 1-103 above.

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

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

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

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

12 127. Defendants are “persons” within the meaning of CEMA. RCW 19.190.010(11).

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

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

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

22 131. For Defendants’ violation of the CPA, Plaintiffs and putative members are entitled  
23 to an injunction against further violations; the greater of Plaintiffs’ actual damages or liquidated  
24

1 damages of \$500 per violation, trebled; and costs of the suit, including a reasonable attorney's fee.

2 **VII. JURY DEMAND**

3 132. Plaintiffs will demand a jury trial by separate document in accordance with Local  
4 Civil Rule 38(a)(1).

5 **VIII. PRAYER FOR RELIEF**

6 Plaintiffs ask that the Court:

7 A. Certify the proposed Class, appoint Plaintiffs as Class representatives, and appoint  
8 undersigned counsel as Class counsel;

9 B. Enter a judgment in Plaintiffs' and the Class's favor permanently enjoining  
10 Defendants from the unlawful conduct alleged;

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

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

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

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

1 Date: April 30, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

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20 **\* Applications for admission**

***pro hac vice forthcoming***