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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 26-2-13507-0 SEA

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SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

JENNIFER STAFFORD, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

WW INTERNATIONAL, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

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1 **I. Introduction.**

2 1. Deceptive emails plague consumers' inboxes. The Washington legislature, concerned
3 with deception in emails, enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW
4 19.190, which, among other things, prohibits any person from sending a commercial email with a false
5 or misleading subject line. RCW 19.190.020.

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

9 3. Defendant WW International, Inc. ("Weight Watchers" or "Defendant") markets and
10 sells weight-loss related subscriptions and products ("Weight Watchers Products" or "Products"). The
11 Products are sold online through Defendant's website, www.weightwatchers.com.

12 4. Defendant sends commercial emails to Washington residents on its mailing list. These
13 emails frequently contain subject lines that advertise promotions on Defendant's WeightWatchers
14 Membership ("Membership"). The subject lines advertise that consumers can receive a discount of
15 approximately 60% off the initial 10-month term of a membership, bringing the cost of that initial
16 membership term down from approximately \$23/month to \$10/month. And these email subject lines
17 state that the opportunity to take advantage of this promotion is time-limited and ending soon, using
18 phrases like "Last Chance," "ends tonight," or "HURRY." In truth however, Defendant always or
19 nearly always offers a "discount" of approximately 60% off of initial, 10-month membership terms,
20 bringing the cost of that initial membership term down to \$10/month for 10 months. So Defendant's
21 statements advertising that these supposed discounts are time-limited and ending soon are deceptive.

22 5. These deceptive emails are material to consumers. They drive sales and profits by
23 creating a false sense of urgency to purchase before the sale ends.

24 6. Plaintiff is a Washington resident who received Defendant's deceptive emails. Plaintiff
25 brings this case for herself and other Washington consumers who received Defendant's deceptive
26 emails.

1 **II. Parties.**

2 7. Plaintiff Jennifer Stafford is domiciled in Vancouver, Washington.

3 8. The proposed Class includes citizens of Washington.

4 9. Defendant WW International, Inc., is a Virginia corporation with its principal place of
5 business at 18 West 18th Street, 7th Floor, New York, NY 10011.

6 **III. Jurisdiction and Venue.**

7 10. This Court has subject matter jurisdiction under the Washington State Constitution,
8 which sets forth the jurisdiction of Washington Superior Courts. This Court also has subject matter
9 jurisdiction under the Consumer Protection Act (“CPA”), RCW 19.86.090, and the Commercial
10 Electronic Mail Act (“CEMA”), RCW 19.190.090, which give Washington Superior Courts jurisdiction
11 over claims brought under the CPA and CEMA.

12 11. This Court has personal jurisdiction over Weight Watchers under RCW 4.28.185. Weight
13 Watchers transacts business in Washington and the claims giving rise to this action arise from
14 Defendant’s transaction of business in this state and also Defendant’s purposeful transmission of
15 electronic mail messages to Washington residents. This Court also has personal jurisdiction over Weight
16 Watchers under RCW 19.86.160 because Weight Watchers has engaged in conduct in violation of the
17 CPA that has had an impact in Washington.

18 12. Venue is proper in King County Superior Court because Weight Watchers resides here
19 for purposes of venue. RCW 4.12.025. At all relevant times, Weight Watchers has transacted business in
20 King County, including by selling Products to customers living in King County, operating Weight
21 Watchers Studios in King County, and by sending electronic mail messages to residents of King County.

22 **IV. Facts.**

23 **A. Defendant sends emails with false and misleading subject lines advertising**
24 **supposed time-limited discounts on its Memberships.**

25 13. Weight Watchers markets and sells Weight Watchers Products, including its
26 Memberships.

1 14. Weight Watchers regularly advertises Weight Watchers Products through marketing
2 emails sent to recipients on its mailing list (including Washington consumers). In those email
3 advertisements, Defendant advertises purported discounts on those Products.

4 15. One of the discounts offered repeatedly in Defendant’s marketing emails is an offer for
5 Defendant’s Membership for 60% off or \$10/month (instead of \$23/month) for an initial, ten-month
6 term.¹

7 16. Weight Watchers’ email subject lines often convey that this discount is limited duration
8 and/or will end imminently. Weight Watchers does this by tying the sale to holidays or special events
9 (e.g., “Black Friday,” “Labor Day,” or “This holiday sale”). This makes reasonable consumers think that
10 the sale is only available during that holiday or event. Weight Watchers also puts phrases like “Last
11 Chance,” “ends tonight,” or “HURRY” in its subject lines. To reasonable consumers, these statements
12 convey that the discount is only available for a short period, and that if they don’t buy during that short
13 period, they will no longer have the opportunity to get the discount and will have to pay the full non-
14 discounted price to obtain the same Product later. This urgency drives sales by motivating consumers to
15 buy before the sale ends.

16 17. But the opportunity to get a discount on initial membership terms does not actually end
17 when the periods advertised in the emails end. Instead, this sale is essentially permanent. The time limits
18 in Weight Watchers’ subject lines are fiction, designed to mislead consumers into buying before the fake
19 end date. This allows Weight Watchers to profit from a false sense of urgency.

20 18. For example, on February 16, 2025, Defendant sent a commercial email to Plaintiff and
21 other Washington residents with the subject line “Ending Soon! Lock in \$10/mo + bonus savings.”
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26 ¹ The purported regular price of the Membership plan is \$23/month. So, a promotion offering
27 60% off the plan is the same as a promotion offering the plan for \$10/month. And when Weight
Watchers advertises a “60% off” sale, it shows the sale price of its Membership as \$10/month for 10
months.

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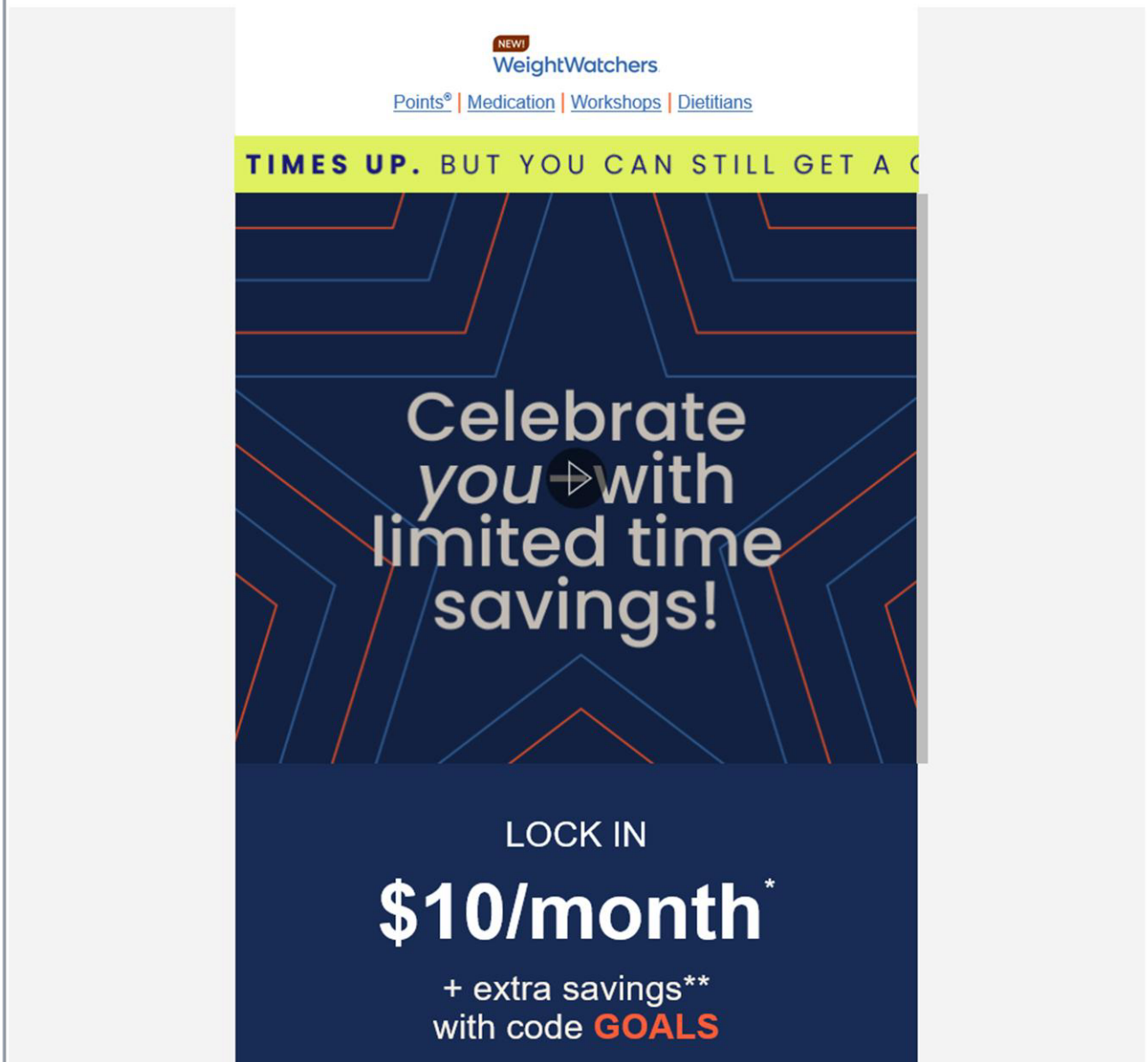
Ending Soon! Lock in \$10/mo + bonus savings

WeightWatchers <teamww@email.ww.com>

To [REDACTED]

Reply Reply All Forward ...

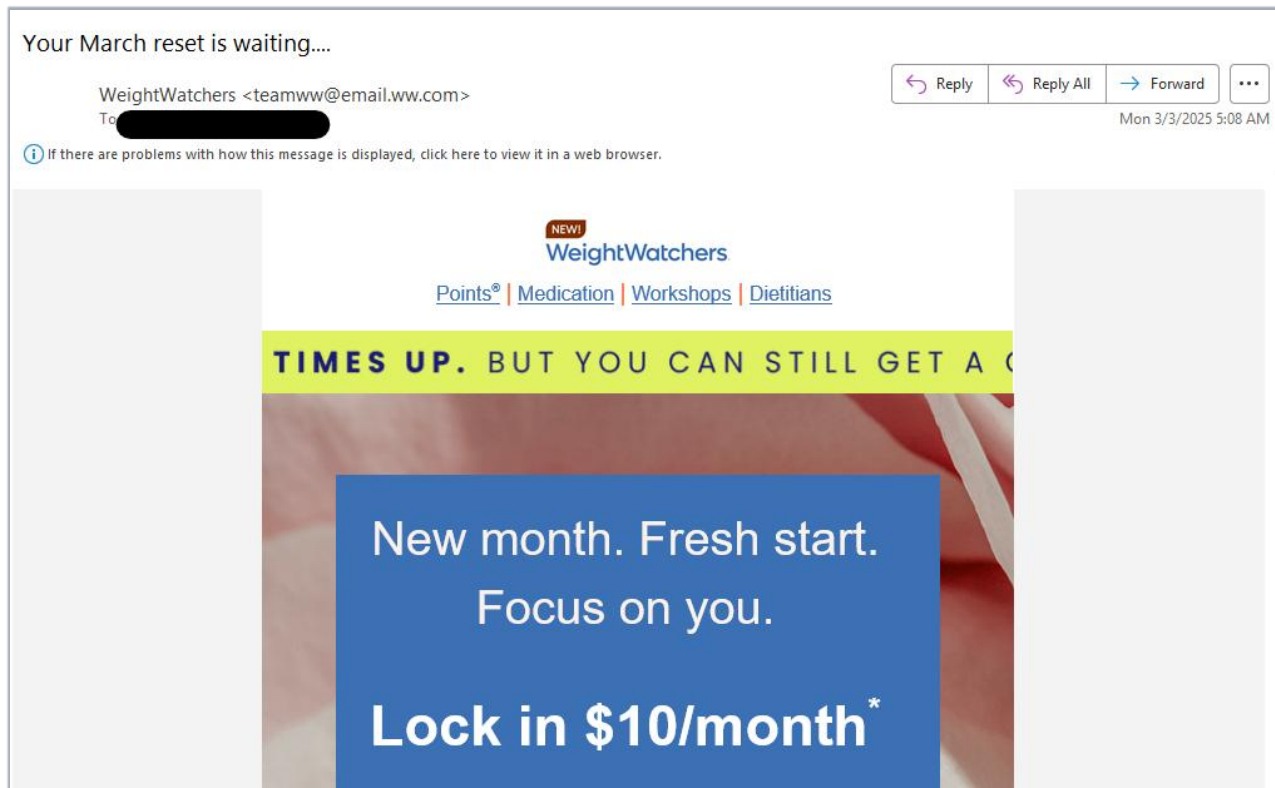
Sun 2/16/2025 5:08 AM



19. Reasonable recipients of this email would believe that Defendant is offering \$10/month as a time-limited promotion (e.g. one that is “Ending Soon!”). Reasonable consumers would believe that if they wait, the sale will be over and the price of an initial Membership term will return to its regular price.

1 20. But Defendant’s sale was not time-limited as advertised. In other words, the deal was not
2 “Ending Soon!”

3 21. For example, on March 3, 2025, Defendant sent a commercial email to Plaintiff and
4 other Washington residents with the subject line “Your March reset is waiting...”



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18 22. This was the same \$10/month sale that was supposedly “Ending Soon!” on February 16,
19 just retitled as a “March reset” sale.

20 23. And then in April, the same sale was still going on, retitled as a holiday sale. For
21 example, on April 20, 2025, Defendant sent a commercial email to Plaintiff and other Washington
22 residents with the subject line “Holiday sale: \$10/mo + extra \$10 off 🌸.”

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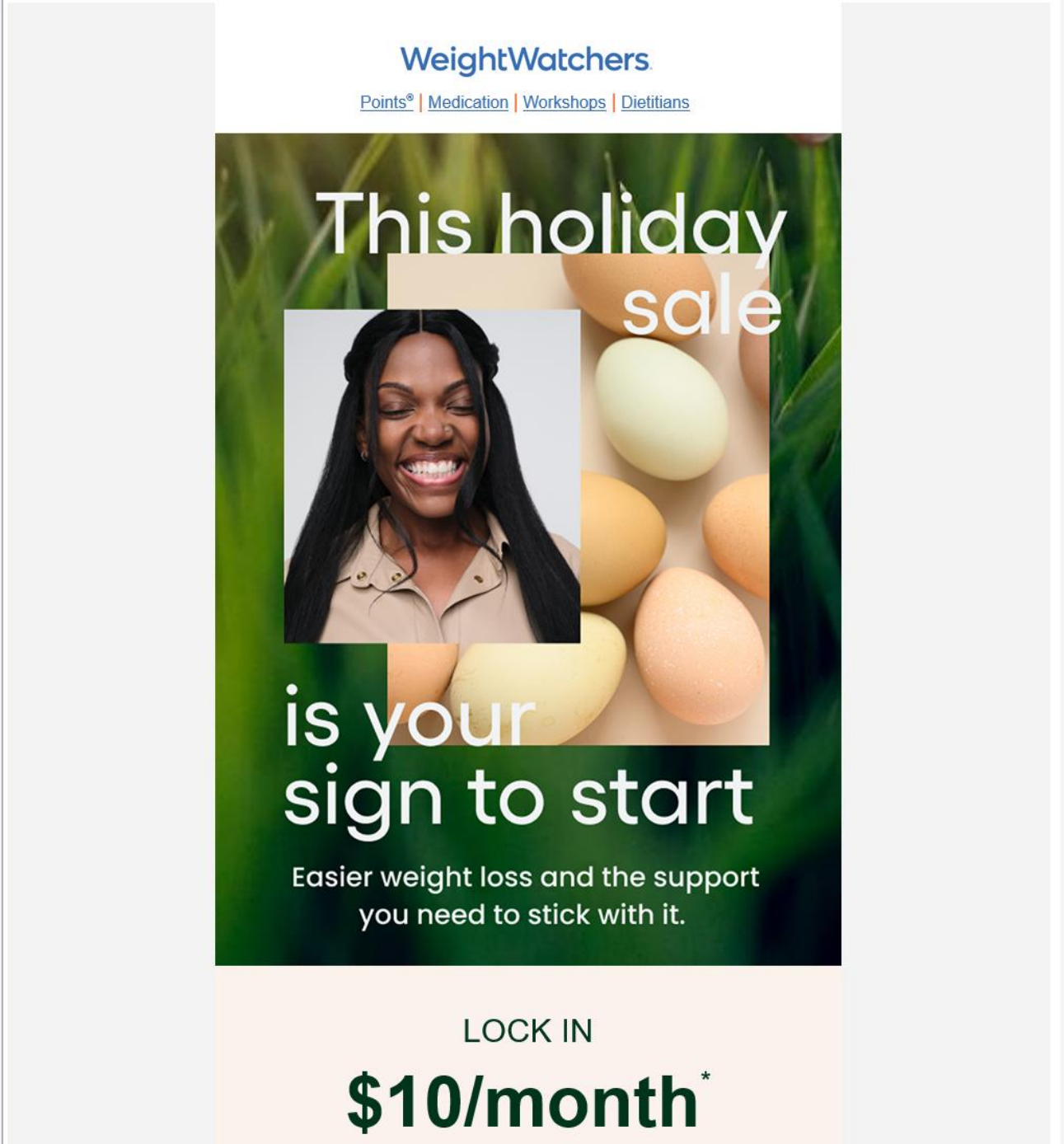
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Holiday sale: \$10/mo + extra \$10 off

WeightWatchers <teamww@email.ww.com>
To [REDACTED]

Reply Reply All Forward

Sun 4/20/2025 5:09 AM



24. Reasonable recipients of this email would believe that Defendant is offering \$10/month as a time-limited promotion (e.g. one that only lasts during the “Holiday”). Reasonable consumers

1 would believe that if they wait past the “Holiday” (in this case, Easter, which was the same day the email
2 was sent), the sale will be over and the Membership price for ten months will return to its regular price.

3 25. But Defendant’s sale was not time-limited as advertised. In other words, the deal was not
4 limited to a “Holiday sale.” For example, weeks later, on May 5, 2025, Defendant was still offering the
5 same promotion on its website.

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WeightWatchers Fits your tomorrow
Just \$10/month
 Hurry, offer ends today!
 Kickstart your weight-loss journey now.
 With select plan purchase. Offer terms

Join now

Plans and pricing

WeightWatchers® Membership

Your essential weight-loss toolkit in one easy-to-use app—now easier to use and more effective than ever.

- ✓ Science-based nutrition plan
- ✓ 11,000+ recipes for healthier meal inspiration
- ✓ Weight and activity trackers
- ✓ NEW! 350+ no-track ZeroPoint® foods
- ✓ NEW! Easily track meals with a photo
- ✓ Barcode scanner and restaurant search
- ✓ NEW! Access to personalized meal planning with a Registered Dietitian*
- ✓ Supportive members-only digital community

Have a promo code? You can add it at checkout!

Choose Duration

BEST VALUE: Just \$10/mo for first 10 months

10 Months*

Save \$150 over 10 months when compared to 1-mo plan

Offer Details

WeightWatchers Membership	\$23	\$10
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Your Total Today ~~\$23~~ **\$10**

Your Total Today ~~\$23~~ **\$10**

Then \$10/mo through month 10

Your WW Membership auto-renews after 10 months at \$23/mo until you cancel.

3 Months*

Save \$44 over 3 months when compared to 1-mo plan

Offer Details

WeightWatchers Membership	\$23	\$15
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Your Total Today ~~\$23~~ **\$15**

Then \$15/mo through month 3

Then \$15/mo through month 3

Your WW Membership auto-renews after 3 months at \$23/mo until you cancel.

1 Month*

Join today!

Offer Details

WeightWatchers Membership Starter Fee		\$20
WeightWatchers Membership		\$23

Your Total Today ~~\$23~~ **\$43**

Your Total Today ~~\$23~~ **\$43**

Your WW membership auto-renews at \$23/mo until you cancel.

Captured May 5, 2025

26. To confirm the ongoing nature of this purported time-limited sale, Plaintiff's counsel investigated Defendant's advertising practices using the Internet Archive's Wayback Machine (available

1 at www.archive.org).² The investigation showed that Defendant’s website offered a purported sale on an
 2 initial 10-month Membership term—at a price of \$10/month for ten months—almost every month
 3 from December 2023 through 2025. And on the few months this sale was not advertised on
 4 Defendant’s website, Defendant advertised a materially similar sale or better sale on its website and/or
 5 offered the \$10/month for ten months sale in its commercial emails sent to consumers.³

Website Date ⁴	Advertised Sale
12/17/23	\$10/month for 10 months
1/17/24	\$10/month for 10 months
2/19/24	\$10/month for 10 months
3/2/24	\$10/month for 10 months
4/10/24	\$10/month until next year
5/16/24	\$11/month for 12 months
6/20/24	\$10/month for 10 months
7/22/24	\$9.99/month with select plan purchase
8/20/24	60% off
9/16/24	\$10/month with select plan purchase
10/8/24	60% off
11/16/24	\$10/month with select plan purchase
12/9/24	\$10/month for 10 months
1/26/25	\$10/month for 10 months
2/19/25	\$11/month for 12 months
3/9/25	\$10/month for 10 months
4/20/25	\$10/month for 10 months
5/5/25	\$10/month for 10 months
6/23/25	\$10/month for 10 months
7/28/25	\$10/month for 10 months
8/17/25	\$10/month for 10 months
9/13/25	\$10/month for 10 months
10/24/25	\$11/month for 12 months

² The Internet Archive, available at [www.archive.org](https://archive.org/about/), is a library that archives web pages.
<https://archive.org/about/>.

³ As mentioned above, Defendant’s “list” price for an initial 10-month term (the price Defendant applies the supposed 60% off discount) is \$23/month. So the 60% offer comes out to approximately \$10/month. And, following the initial term, Defendant’s Membership renews for 23/month. So \$11/month for the first 12 months results in a lower total price for a yearly subscription than does \$10/month for the first 10.

⁴ “Website Date” refers to the date of the archive available on the Wayback Machine.

11/18/25	\$11/month for 12 months
12/19/25	\$11/month for 12 months

27. Here is an example of what this near-permanent sale looks like on Defendant’s website:

Hurry, offer ends tomorrow!

60% off

More daylight, more savings! 🌞

BONUS: Get your first month free with code **SAVINGS**

With select plan purchase. [Offer terms](#)

[Join now](#)

Plans and pricing

WeightWatchers® Membership

Your essential weight-loss toolkit in one easy-to-use app—now easier to use and more effective than ever.

- ✓ Science-based nutrition plan
- ✓ 11,000+ recipes for healthier meal inspiration
- ✓ Weight and activity trackers
- ✓ NEW! 350+ no-track ZeroPoint® foods
- ✓ NEW! Easily track meals with a photo
- ✓ Barcode scanner and restaurant search
- ✓ NEW! Access to personalized meal planning with a Registered Dietitian*
- ✓ Supportive members-only digital community

👉 Have a promo code? You can add it at checkout!

Choose Duration

BEST VALUE: 60% off

10 Months*

Save \$150 over 10 months when compared to 1-mo plan ⓘ

Offer Details	
WeightWatchers Starter Fee	\$20 \$0
WeightWatchers Membership	\$23 \$10
Your Total Today	\$43 \$10

Your WW Membership auto-renews after 10 months at \$23/mo until you cancel.

3 Months*

Save \$44 over 3 months when compared to 1-mo plan ⓘ

Offer Details	
WeightWatchers Membership	\$23 \$15
Your Total Today	\$23 \$15

Your WW Membership auto-renews after 3 months at \$23/mo until you cancel.

1 Month*

Join today! ⓘ

Offer Details	
WeightWatchers Membership Starter Fee	\$20
WeightWatchers Membership	\$23
Your Total Today	\$43








Your WW membership auto-renews at \$23/mo until you cancel.

Captured March 9, 2025

28. As the table above illustrates, the supposedly limited-time sale advertised in the email subject line sent to Plaintiff in late February of 2025 was not “Ending soon!” Nor was the sale a “Holiday sale” only available in April of 2025. The sale remained available the rest of 2025.

29. So when Weight Watchers sent Plaintiff emails advertising a time-limited sale on an initial membership term of the Membership Plan for \$10/month for 10 months or 60% off, the time limits in the subject lines were false and misleading. In truth, there was no such time limit—and no real sense of urgency—to get this discount.

30. The table below shows other examples of the subject lines of commercial emails Weight Watchers sent to Plaintiff and Class members advertising a time-limited sale on the Weight Watchers Membership for 10 months. These emails suggest that it was a time-limited sale. But in reality, this sale is not time-limited (instead, it was nearly permanent).

Date	Email Subject Line	Advertised Sale
2/14/25	Sweet deal  Start now for \$10	\$10/month for 10 months
2/16/25	Ending Soon! Lock in \$10/mo + bonus savings	\$10/month for 10 months
2/24/25	Make today your day	\$10/month for 10 months
3/1/25	Available now: Your fresh start	\$10/month for 10 months
3/3/25	Hurry! Start losing weight today	\$10/month for 10 months
3/3/25	Your March reset is waiting...	\$10/month for 10 months
3/17/25	Don't let your luck pass you by 	\$10/month for 10 months
3/24/25	Hurry! Start losing weight today	\$10/month for 10 months
4/1/25	A new mindset for a new month 	\$10/month for 10 months
4/1/25	New month. Fresh start. Focus on you 	\$10/month for 10 months
4/20/25	Holiday sale: \$10/mo + extra \$10 off 	\$10/month for 10 months
4/21/25	Jenny, it's the *perfect* time to reset	\$10/month for 10 months
4/21/25	Start fresh this spring  	\$10/month for 10 months

1	7/4/25	This holiday sale is your sign to start!	60% off 10-month plan
2	7/6/25	Jenny, claim your email exclusive offer	\$10/month for 10 months
3	7/6/25	🌟 This sale + bonus savings ends soon 🌟	\$10/month for 10 months
4	7/7/25	Email exclusive savings ends tonight! 🕒	\$10/month for 10 months
5	8/31/25	This holiday sale is your sign to start! 🎉	\$10/month for 10 months
6	9/1/25	Ends soon 🕒 Get your first month free!	\$10/month for 10 months + first month free with promo code
7	9/1/25	Labor Day Sale! Lock in \$10/mo	\$10/month for 10 months
8	9/2/25	Ends tonight! Join WW for \$10	\$10/month for 10 months
9	9/2/25	Labor Day sale extended for you 🙌	\$10/month for 10 months
10	10/31/25	Savings so good, it's spooky.... 🎃	\$10/month for 10 months
11	11/1/25	Your November reset offer has arrived 🎁	\$10/month for 10 months
12	11/3/25	Last chance! Join WW for \$10	\$10/month for 10 months
13	11/24/25	Our Black Friday sale starts now 🙌	\$10/month for 10 months
14	11/28/25	Black Friday Deal: \$10/month + 🎁 inside (\$99 value)	\$10/month
15	11/29/25	🙌 This offer won't last forever	\$10/month
16	12/6/25	Ends tonight! 60% off WW 🙌	60% off 10-month plan
17	12/6/25	This sale + bonus savings ends soon!	60% off 10-month plan

31. This pattern is no accident: Weight Watchers puts in the misleading time limits, knowing that the sale will not really end when the email says because these misleading time limits create a sense of urgency and drive sales.

32. Defendant is constantly sending commercial emails to recipients on its mailing list. Defendant sent multiple emails each week to members of the Class, and sometimes multiple per day, which included emails with false or misleading subject lines regarding Defendant's promotions for its Membership. Based on the emails Defendant sent to Plaintiff, Defendant has sent at least thousands of emails to Washington recipients, with similar false or misleading subject lines.

1 33. Defendant knows, or has reason to know, that it sends its emails containing false and
2 misleading subject lines to Washington residents, including Plaintiff. Defendant knows where recipients
3 of its emails reside because (i) Defendant has physical addresses associated with recipients' accounts or
4 orders; (ii) Defendant operates several Weight Watchers Studios for its members in Washington; (iii)
5 Defendant has access to data regarding the recipient including the recipient's state of residence, such as
6 IP address tracking geolocation data; (iv) when customers visit Defendant's website to browse its
7 Products, use Defendant's app, or sign up for emails, Defendant has access to information indicating
8 their geographic location, including IP addresses and the user's device location; or (v) information
9 regarding the residence of the recipient was available to Defendant upon request from the registrant of
10 the internet domain name contained in the recipient's electronic mail address. So Weight Watchers
11 knows, or has reason to know, that some of its customers and recipients of its mailing list are
12 Washington residents.

13 **B. Defendant's emails injure consumers and are materially deceptive.**

14 34. Defendant's false and misleading emails result in actual and substantial injury to Plaintiff.
15 It violates Plaintiff's statutory right not to receive commercial emails that contain false or misleading
16 subject lines, which the legislature has deemed to be a "matter[] vitally affecting the public interest."
17 RCW 19.190.030(3). Violation of a right that vitally affects the public interest results in actual and
18 substantial harm to Plaintiff and putative Class members.

19 35. Defendant's emails containing false and misleading information also clog up inboxes,
20 waste limited data space, and violate Plaintiff's and putative Class members' statutory right to be free
21 from deceptive commercial emails.

22 36. Weight Watchers' deceptive email subject lines are also material to reasonable
23 consumers.

24 37. Consumers care about receiving discounts. Receiving a good deal—a discount—is
25 important to consumers, and material to consumers' purchasing decisions about the Products.
26
27

1 38. Discounts drive purchases. Consumers are more likely to buy a product when they think
2 they are getting a good deal. They are also willing to pay more for products, if they believe the product is
3 worth more than they are paying for and that they are getting a substantial discount.

4 39. Research confirms that discounts are important to consumers. “Nearly two-thirds of
5 consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering
6 or are undecided on making a purchase.”⁵ And, “two-thirds of consumers have made a purchase they
7 weren’t originally planning to make solely based on finding a coupon or discount,” while “80% [of
8 consumers] said they feel encouraged to make a first-time purchase with a brand that is new to them if
9 they found an offer or discount.”⁶

10 40. Similarly, when consumers believe that an offer is expiring soon, the sense of urgency
11 makes them more likely to buy a product.⁷

12 41. When a reasonable consumer sees Weight Watchers’ email subject lines saying that the
13 sale will end soon or is tied to a certain holiday or time period, they expect that if they miss the sale, the
14 discount will not be available again soon. Consumers do not expect that the sale is nearly always
15 available. This creates a false sense of urgency to buy that drives sales and profits.

16 42. This is why Defendant sends these emails. Defendant intends to deceive consumers into
17 believing that its discounts are limited time. Defendant’s emails make Washington consumers more
18 likely to open the emails, read the emails, buy the Products quickly, and be willing to pay more for the
19

21 ⁵ Invesp, How Discounts Affect Online Consumer Buying Behavior
22 (<https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>).

23 ⁶ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,
24 Especially Among Millennial Buyers (<https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html>).

25 ⁷ CXL, Creating Urgency, (<https://cxl.com/blog/creating-urgency/>) (last accessed March 4,
26 2026) (increasing urgency by advertising limited time nature of promotion increased conversion rates
27 nearly 300%); Adestra, Dynamic email content leads to 400% increase in conversions for Black Friday
email (<https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/>) (400% higher conversation rate for ad that
increased urgency via countdown timer).

1 Products. This increases demand, drives sales, allows Defendant to sell more Products than it otherwise
2 could, and allows Defendant to charge more than it otherwise could.

3 43. Plaintiff was not, and putative Class members are not, aware that Defendant's email
4 subject lines are false and misleading. Reasonable consumers are not deceptive discount detectives (nor
5 should they have to be). Reasonable consumers are not monitoring Defendant's emails and website and
6 tracking its discounts to determine whether Defendant is deceiving them about the frequency of its
7 sales.

8 **V. Class Action Allegations.**

9 44. Plaintiff brings the asserted claims on behalf of the proposed Class of:

- 10 • all Washington residents who received promotional emails from Weight Watchers with
11 subject lines advertising time-limited sales or discounts on Weight Watchers Products,
12 during the applicable statute of limitations period.

13 45. The following people are excluded from the proposed Class: (1) any Judge or Magistrate
14 Judge presiding over this action and the members of their family; (2) Defendant, Defendant's
15 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a
16 controlling interest and their current employees, officers, and directors; (3) persons who properly
17 execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter
18 have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's
19 counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of
20 any such excluded persons.

21 ***Numerosity***

22 46. The proposed Class contains members so numerous that separate joinder of each
23 member of the Class is impractical. There are at least thousands of Class members in Washington.

24 47. Class members can be identified through Defendant's electronic mailing lists and public
25 notice.

1 ***Predominance of Common Questions***

2 48. There are questions of law and fact common to the proposed Class. Common questions
3 of law and fact include, without limitation:

- 4 (1) whether Defendant’s email subject lines regarding its discounts are false or misleading;
5 (2) whether Defendant’s email subject lines violate CEMA;
6 (3) whether Defendant’s email subject lines violate the CPA;
7 (4) the greater of actual damages and statutory damages due to Plaintiff and the proposed Class.

8 ***Typicality & Adequacy***

9 49. Like members of the proposed Class, Plaintiff received emails from Defendant that
10 contained false or misleading subject lines regarding Defendant’s discounts.

11 50. There are no conflicts of interest between Plaintiff and the proposed Class.

12 ***Superiority***

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

17 **VI. Claims.**

18 **Count 1: Violations of Washington’s Commercial Electronic Mail Act**

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

20 52. Plaintiff incorporates the facts alleged above.

21 53. Plaintiff brings this cause of action on behalf of herself and members of the Class.

22 54. Weight Watchers is a “person” under CEMA. RCW 19.190.010(11).

23 55. As alleged in detail above, Weight Watchers violated CEMA by initiating the
24 transmission of commercial electronic mail messages that contained false or misleading information in
25 the subject line to Plaintiff’s and Class members’ electronic mail addresses.

26 56. Defendant sent these emails to Plaintiff and Class members for the purpose of
27 promoting Weight Watchers’ Products for sale.

1 57. Defendant knew or had reason to know that it transmitted such emails to email
2 addresses held by Washington residents, including Plaintiff.

3 58. Defendant's acts and omissions violated RCW 19.190.020(1)(b).

4 59. Defendant's acts and omissions injured Plaintiff and Class members.

5 60. The balance of equities favors the entry of permanent injunctive relief against
6 Defendant. Plaintiff, the members of the Class, and the general public will be irreparably harmed absent
7 the entry of permanent injunctive relief against Defendant. A permanent injunction against Defendant is
8 in the public interest. Defendant's unlawful behavior is ongoing as of the date of the filing of this
9 pleading, so without the entry of a permanent injunction, Defendant's unlawful behavior will not cease
10 and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

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

13 **Count 2: Violations of the Washington Consumer Protection Act**

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

15 62. Plaintiff incorporates the facts alleged above.

16 63. Plaintiff brings this cause of action on behalf of herself and members of the Class.

17 64. Plaintiff and Class members are "persons" within the meaning of the CPA. RCW
18 19.86.010(1).

19 65. As alleged in detail above, Defendant violated CEMA by initiating the transmission of
20 commercial electronic mail messages to Plaintiff and Class members that contained false or misleading
21 information in the subject line.

22 66. A violation of CEMA is a per se violation of the CPA. RCW 19.190.030(1)(b).

23 67. A violation of CEMA establishes all elements of the CPA as a matter of law.

24 68. As alleged in detail above, Defendant's transmission of commercial electronic mail
25 messages to Plaintiff and Class members that contained false or misleading information in the subject
26 line also violates the CPA because it constitutes unfair or deceptive practices that occur in trade or
27 commerce.

1 Unfair Acts or Practices

2 69. As alleged in detail above, Defendant committed “unfair” acts by falsely stating in email
3 subject lines that it was offering a discount off the regular prices of its Products, and that the discount
4 was time-limited, when this was not accurate.

5 70. The harm to Plaintiff and the Class greatly outweighs the public utility of Defendant’s
6 conduct. There is no public utility to misrepresenting whether Products are discounted and
7 misrepresenting the duration of sales. Plaintiff’s and the Class’s injury was not outweighed by any
8 countervailing benefits to consumers or competition. Misleading consumers only injures healthy
9 competition and harms consumers.

10 Deceptive Acts or Practices

11 71. As alleged in detail above, Defendant’s representations in email subject lines that its
12 Products were on sale for a limited time and that the customers could receive the advertised discounts
13 only in that limited time are deceptive.

14 72. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and other
15 reasonable recipients. Defendant knew, or should have known through the exercise of reasonable care,
16 that these statements were inaccurate and misleading.

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

19 74. Defendant’s acts and omissions caused injury to Plaintiff and Class members. In
20 addition, violations of CEMA establish the injury and causation elements of a CPA claim as a matter of
21 law.

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

1 76. Under the CPA, Plaintiff and Class members are entitled to seek, and do seek, the
2 greater of actual damages and statutory damages of \$500 per email that violates CEMA. In addition,
3 Plaintiff and Class members seek treble damages, which are permitted under the CPA, including for
4 CEMA violations. Plaintiff seeks treble damages to further Plaintiff's and Class members' financial
5 rehabilitation, encourage citizens to bring CPA actions, deter Defendant and other persons from
6 committing CEMA violations, and punish Defendant for its false and misleading advertising practices.

7 77. Plaintiff and Class members are also entitled to, and seek, injunctive relief prohibiting
8 Defendant's further violations of the CPA.

9 **VII. Jury Demand.**

10 78. Plaintiff demands the right to a jury trial on all claims so triable.

11 **VIII. Prayer for Relief.**

12 79. Plaintiff seeks the following relief for herself and the proposed Class:

- 13 • An order certifying the asserted claims, or issues raised, as a class action;
- 14 • A judgment in favor of Plaintiff and the proposed Class;
- 15 • The greater of actual or statutory damages, treble damages, and punitive damages where
16 applicable;
- 17 • Pre- and post-judgment interest;
- 18 • An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- 19 • Reasonable attorneys' fees and costs, as allowed by law;
- 20 • Any additional relief that the Court deems reasonable and just.

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Dated: April 23, 2026

Respectfully submitted,

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