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KING COUNTY
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CASE #: 26-2-15588-7 SEA

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

MATTHEW WILDMAN, on his own behalf
and on behalf of others similarly situated,

Plaintiff,

v.

COOKUNITY, INC.,

Defendant.

Case No.: _____ SEA

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Matthew Wildman, on his own behalf and on behalf of others similarly situated, on information and belief except to his own experiences and matters of public record, complains of CookUnity, Inc. ("Defendant" or "CookUnity"), as follows:

I. INTRODUCTION

1. In 1998, to protect Washington consumers from the annoyance and harassment caused by the burgeoning spam email industry, the Washington State Legislature enacted the Commercial Electronic Mail Act (CEMA), codified at chapter 190 of title 19 of the Revised Code of Washington (RCW).

2. Among other things, CEMA prohibits transmitting a commercial email with "false or misleading information in the subject line" to the email address of a Washington resident. RCW

1 19.190.020(1)(b).

2 3. Defendant CookUnity engages in the precise activity which CEMA prohibits.

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

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

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

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

16 **II. JURISDICTION AND VENUE**

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

18 9. Venue is proper in King County under RCW 4.12.020(3) because Plaintiff's cause
19 of action, or some part thereof, arose in King County.

20 **III. PARTIES**

21 10. Plaintiff Matthew Wildman is a resident of King County, Washington.

22 11. Defendant CookUnity, Inc., is a Delaware corporation with its principal address at
23 630 Flushing Ave., 3rd Floor, Brooklyn, NY 11206, and a registered agent in the State of
24

1 Washington at Corporation Service Company, 300 Deschutes Way SW, Suite 208 MC-CSC1,
2 Tumwater, WA, 98501.

3 12. Defendant sells its products in Washington through its website and is thus subject
4 to the personal jurisdiction in this Court. *See, e.g., Ford Motor Co. v. Montana Eighth Jud. Dist.*
5 *Ct.*, 592 U.S. 351 (2021).

6 IV. FACTUAL ALLEGATIONS

7 A. CEMA protects Washington consumers from deceptive spam emails.

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

10 14. In 1998, the Legislature found that the “volume of commercial electronic mail” was
11 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,
12 § 1.

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

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

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

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

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

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

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

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

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

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

22 25. CEMA’s “truthfulness requirements” increase the costs of sending deceptive
23 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.*

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 CookUnity'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*

1 para. 30, at 22.

2 32. “False or misleading scarcity claims can change the behavior of consumers.”
3 *Online Choice Architecture*, *supra* para.30, at 27.

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

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

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

16 36. Under time pressure, “consumers might take up an offer to minimize the uncertainty
17 of passing it up.” *Id.*

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

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

22 39. False time scarcity claims also harm market competition. Consumers learn to ignore
23 scarcity claims, “meaning that when a product [or offer] is truly scarce, the seller will not be able
24

1 to credibly communicate this information.” *Id.*

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

4 41. CookUnity offers consumers a meal delivery subscription service. Consumers may
5 subscribe to a plan with CookUnity through its website, www.cookunity.com.

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

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

13 44. CookUnity has tailored its approach to fit a variety of offers. In these examples,
14 CookUnity uses the subject lines of its marketing emails to present a promotion, sale, discount, or
15 other offer as a scarce or time-limited opportunity. This strategy commands consumers’ attention
16 and pressures them to purchase from CookUnity’s website. However, the timing and duration
17 claims made in CookUnity’s email subject lines communicate false and misleading information to
18 consumers. Once the originally advertised “deadline” has passed, CookUnity knowingly revives
19 the same offer shortly thereafter.

20 45. This misleading marketing strategy allows CookUnity to maximize sales during
21 both the initial promotion, as well as the subsequent promotion. CookUnity’s use of false time
22 scarcity claims compels consumers to purchase quickly while withholding terms that consumers
23 need so they can make informed buying decisions. A 2023 “Today Only” discount promotion
24

1 provides an apt example of this strategy at work.

2 46. On January 18, 2023, it transmitted an email with the subject line: “Today Only:
3 50% OFF your first week!” The body of the email repeated the “Today Only” warning and
4 specified that the offer entailed “50% off your entire first week when you sign up[.]”

5 47. The very next day, CookUnity confirmed the falsity of the January 18 subject line.

6 48. On January 19, 2023, it transmitted an email titled: “Subscribe with 50% off your
7 first week[.]” Inside, the email invited consumers to “Save 50% off on your first week of meals
8 when you sign up for CookUnity.”

9 49. CookUnity never intended to limit the 50% off offer to a single day, despite the
10 unambiguous deadline it presented to consumers in its January 18, 2023, subject line. The “Today
11 Only” warning was a misleading strategy meant to increase sales by presenting the 50% off
12 discount as a scarce opportunity. Clearly, it was not.

13 50. CookUnity dished up more deception the following week.

14 51. On January 25, 2023, CookUnity sent an email with the subject heading: “Today
15 Only: 50% OFF a week’s worth of food 🍴[.]” Again, the body of the email encouraged recipients
16 to “Get HALF OFF your first week of fantastic food.”

17 52. Again, the “Today Only” claim in the January 25 subject line was demonstrably
18 false.

19 53. The next day, January 26, 2023, CookUnity transmitted an email titled: “Get
20 rewarded for eating well[.]” Inside, the email extended the same terms from the previous offer:
21 “When you get started with CookUnity today, you’ll save 50% on your first week of meals.”

22 54. Despite the clear deadline articulated in the January 25, 2023, subject line, the
23 opportunity did not conclude on January 25, as advertised. Instead of providing consumers with
24

1 accurate terms, Defendant chose to keep them in the dark regarding the promotion's end date and
 2 orchestrated a scheme to promulgate false information.

3 55. CookUnity served at least two more examples of its misleading marketing strategy
 4 in February 2023. In both instances, CookUnity presented the 50% off offer as a one-day
 5 opportunity, only to advertise the same discount, pursuant to the same terms, shortly thereafter.
 6 The email subject lines which CookUnity transmitted to advertise the offer demonstrate the
 7 company's deceptive pattern:

- 8 a. February 1, 2023: "Fall in love with 50% off TODAY ONLY  [.]"
- 9 b. February 3, 2023: "50% off food that makes you feel something  [.]"
- 10 c. February 22, 2023: "Upgrade date night with 50% off TODAY ONLY
 11  [.]"
- 12 d. February 26, 2023: "Good food, good life - 50% off  [.]"

13 56. The subject lines transmitted on February 1 and February 22 falsely stated that the
 14 opportunity to obtain 50% off a weeks' worth of meals was limited to a one-day duration. Yet, as
 15 the February 3 and February 26 emails confirm, consumers could access the same offer at multiple
 16 times throughout the month of February.

17 57. Rather than put the scheme on ice, CookUnity deployed it again in the months to
 18 follow. In these examples, CookUnity warned consumers that the 50% off promotion was limited
 19 to a single day, only to advertise the same deal within a week's time, as demonstrated by the subject
 20 lines used to perpetuate the ruse:

- 21 a. March 1, 2023: "50% OFF your first week fantastic food for Today Only!"
- 22 b. March 3, 2023: "50% off food to escape the world or to discover it[.]"
- 23 c. March 8, 2023: "Empower yourself with 50% off TODAY ONLY  [.]"

d. March 12, 2023: “Fueling the future with flavor and 50% off 🍷[.]”

e. March 15, 2023: “You’re in luck with 50% off TODAY ONLY 🍀[.]”

f. March 17, 2023: “Half off a whole lotta plate-licking luck 🍷[.]”

g. March 22, 2023: “Spring for 50% Off Today Only 🍀[.]”

h. March 24, 2023: “Say goodbye to the cold with [] a hot 50% Off 🍷[.]”

i. March 27, 2023: “Have a plan of attack with 50% off TODAY ONLY 🍷[.]”

j. March 29, 2023: “TODAY ONLY! Half off, served in full 🍷[.]”

k. April 10, 2023: “TODAY ONLY! Half off your first week of your new favorite food 🍷[.]”

l. April 12, 2023: “50% off your first week of mind-blowing meals 🍷[.]”

58. The false deadlines for the “50% off” deal is simply one element of Defendant’s cohesive marketing strategy meant to persuade consumers to act quickly and purchase its merchandise.

59. In an example from May 2023, CookUnity seasoned its scheme with a new twist.

60. On May 2, 2023, it transmitted an email with the subject line: “TODAY ONLY 60% off chef-prepared meals[.]” Text within the email specified that the 60% discount would apply for two weeks of food from the subscription service.

61. But much like the 50% offer advertised earlier in the year, the purported “TODAY ONLY” for “60% off” was a ruse.

62. The next day, May 3, CookUnity advertised the same 60% off deal as confirmed by an email titled: “How about a festive 60% off? 🍷[.]”

63. CookUnity repackaged its scheme in time for the Mother’s Day holiday later that

1 month.

2 64. On May 11, 2023, it sent an email with the subject heading: “60% off TODAY
3 ONLY for Mom[.]”

4 65. Despite clearly announcing that the 60% off discount was a one-day offering in the
5 May 11, 2023, subject line, CookUnity proved its own lie the very next day.

6 66. On May 12, 2023, it sent consumers an email titled, “For Mother’s Day, take 60%
7 off 🍷[.]” confirming that the “TODAY ONLY” warning in the May 11 subject line was false.

8 67. In other examples from May 2023, CookUnity continued to misrepresent the
9 availability of the 50% off discount, as these email subject lines demonstrate:

10 a. May 18, 2023: “Get 50% Off Today Only! Order now!”

11 b. May 19, 2023: “Don’t miss out on 50% OFF[.]”

12 c. May 29, 2023: “TODAY ONLY: 50% off new & exciting food[.]”

13 d. May 31, 2023: “50% OFF for 2 weeks of flavorful food[.]”

14 68. In an example from later in the year, CookUnity paired a false deadline with a
15 surprise extension to perpetuate its ruse during a Black Friday promotion.

16 69. On November 24, 2023, it sent consumers an email with the subject line:
17 “⚡ FINAL HOURS: Get 60% Off + 20% Off Your Next 3 Weeks! ⚡ [.]” The advertised
18 promotion offered consumers 60% off the cost of their first weeks’ meals, followed by 20% off the
19 three subsequent weeks.

20 70. Unfortunately for consumers, however, the “FINAL HOURS” that CookUnity
21 urgently invoked its November 24 subject line did not actually run out that day.

22 71. The following day, November 25, 2023, CookUnity sent an email with the subject
23 heading: “🦃 Black Friday Sale EXTENDED 🦃 [.]” The email confirmed that the “60% Off +
24

20% Off” offer was still available.

72. CookUnity recycled the promotion and the deception for its Cyber Monday Promotion.

73. On November 27, 2023, it sent an email titled: “60% Off Today Only: Amazing Cyber Monday deal on chef-made meals[.]” Again, recipients who accepted the offer would receive 60% off the cost of their first weeks’ meals and 20% off during the three weeks to follow.

74. The next day, November 28, 2023, CookUnity sent an email advertising the same promotion in its subject line: “ Cyber Monday Extended! 60% off chef-made meals[.]” The email’s preview text exclaimed, “ You can still get yesterday’s discount today!” confirming that the November 27, 2023, subject line communicated a false deadline.

75. The following year, 2024, brought additional examples of CookUnity’s misleading marketing scheme for its “60% Off + 20% Off” promotion. CookUnity claimed that the offer was coming to a quick end in its March 29, April 5, April 12, and April 27 subject lines. However, quickly thereafter, CookUnity returned to consumers’ inboxes to advertise the very same deal. The email subject lines which CookUnity transmitted to advertise the offer demonstrate its deceptive pattern:

- a. March 29, 2024: “ Tick-tock... 60% OFF ENDS TODAY[.]”
- b. April 1, 2024: “ Get 60% Off Ready-To-Eat Meals...[.]”
- c. April 5, 2024: “ Last Chance! Get 60% Off Restaurant Quality Meals!”
- d. April 9, 2024: “ Convenience at Your Doorstep, Now 60% Off[.]”
- e. April 12, 2024: “ Last Chance! Get 60% Off Restaurant Quality Meals!”
- f. April 15, 2024: “ Unlock 60% Off Chef Crafted Meals Today!”

1 g. April 27, 2024: “Hurry! 60% off chef-crafted meals ends soon 🚀 [.]”

2 h. April 29, 2024: “Craving Convenience, —? Get 60% OFF on chef-crafted
3 meals 🍷 [.]”

4 76. CookUnity altered its approach in an example from later in the year. Instead of
5 extending or reviving a promotion once its advertised deadline had lapsed, CookUnity opted to
6 offer a subsequent promotion with better terms.

7 77. On November 27, 2024, CookUnity sent an email with the subject line: “Your last
8 chance for 60% Off Chef-Made meals!” According to terms within the email, the promotion
9 offered 60% off recipients’ first week of meals, then 10% off the cost of meals for the three weeks
10 thereafter.

11 78. Two days later, on November 29, 2024, CookUnity transmitted an email with the
12 subject heading: “🎁 BLACK FRIDAY BONUS - 60% Off 🎁 [.]” Text within the email offered
13 consumers 60% off the cost of their first week’s meals and 20% off the cost of meals for weeks
14 two through four.

15 79. Thus, CookUnity leveraged the false time scarcity claim in its November 27, 2024,
16 subject line to pressure consumers to buy quickly—because the opportunity to obtain the
17 advertised discounts was purportedly coming to an end—only to advertise better terms shortly
18 thereafter. The misleading nature of these communications couldn’t be clearer. Consumers in
19 receipt of the November 27 email are urged to purchase a subscription on CookUnity’s website
20 quickly because, according to the subject line sent on that date, the special pricing is ending soon.
21 However, within days, CookUnity advertised an offer with better terms.

22 80. By stuffing consumer inboxes with such misinformation, CookUnity ensures that
23 email recipients lack the accurate details needed to make educated buying decisions.
24

1 81. An additional example of CookUnity's deceptive practices occurred in the
2 beginning of 2025.

3 82. On January 11, 2025, CookUnity transmitted an email with the subject line: "Last
4 Call – 60% Off Flash Sale!" Inside, the email replicated the 60% off week 1 + 20% off weeks 2
5 through 4 offer. A banner at the top of the email featured large text urging consumers to: "ACT
6 NOW: NEW YEAR SALE YOU CAN'T MISS!"

7 83. However, January 11 was not the last call for the offer.

8 84. On January 13, 2025, CookUnity sent another email titled: "60% off meals made
9 to win weight goals!" Text within the email repeated the same terms contained in the January 11,
10 2025, email.

11 85. Unfortunately for consumers, CookUnity continued to deploy deceptive subject
12 lines as the year went on.

13 86. For example, CookUnity advertised an Easter Sale in its April 22, 2025, email
14 titled: "Hey, last call for the Easter sale!" Inside the email, CookUnity repeated the offer: "60%
15 OFF 1 WEEK + 20% OFF THE NEXT THREE WEEKS[.]" The email's preview text warned
16 consumers to, "Grab 4 weeks of savings while you still can."

17 87. It was not the "last call" for the advertised discount, however.

18 88. Days later, on April 25, 2025, CookUnity sent an email with the subject line:
19 "Nothing tastes better than 60% off." Within the email, CookUnity advertised the same "60% OFF
20 1 WEEK + 20% OFF THE NEXT THREE WEEKS" offer.

21 89. Thus, the April 22, 2025 subject line falsely stated that the discount opportunity
22 was coming to an end.

23 90. CookUnity repackaged the same offer yet again the following month as a Memorial
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1 Day Sale.

2 91. On May 26, 2025, it sent an email carrying the subject heading, “Last call for the
3 Memorial Day Sale 🍷[.]” and offering the same “60% OFF + 20% OFF THE NEXT THREE
4 WEEKS” discount inside.

5 92. An email sent on May 28, 2025, and titled, “Bold flavors, big deal[.]” confirmed
6 that the exact same offer was still available. Large text within the email repeated the terms: “60%
7 OFF + 20% OFF THE NEXT THREE WEEKS[.]”

8 93. Thus, May 26, 2025, was not the “last call” for the deal. CookUnity advertised the
9 same discount a mere two days later.

10 94. CookUnity continued to transmit subject lines with false and misleading
11 information in the second half of 2025. Several examples arose in the context of holiday-themed
12 sales.

13 95. For instance, CookUnity sent an email promoting a Black Friday sale on November
14 28, 2025. The email subject heading stated, “Final hours: Your 60% OFF Black Friday deal ends
15 soon[.]” while the body of the email specified the offer, “60% OFF + 20% OFF THE NEXT
16 THREE WEEKS[.]”

17 96. Consistent with its typical pattern, however, November 28 did not constitute the
18 “final hours” for the advertised discount.

19 97. On November 29, 2025, CookUnity transmitted an email with the subject line: “The
20 Black Friday Sale is BACK ON! 🍷[.]” Inside the email, CookUnity stated that the Black Friday
21 sale had been extended.

22 98. So, the November 28, 2025, subject line didn’t convey accurate information upon
23 which consumers could rely. Instead, CookUnity used it to deploy a false deadline for the Black
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1 Friday Sale.

2 99. CookUnity deployed the same trick for Cyber Monday, a few days later.

3 100. On December 1, 2025, CookUnity sent an email titled: “ Last call for Cyber
4 Monday  [.]” Inside the email, CookUnity advertised the same discount, “60% OFF + 20% OFF
5 THE NEXT THREE WEEKS[.]” offered during its Black Friday Sale.

6 101. Later that day, CookUnity transmitted another email urging consumers to act. The
7 email carried the subject heading: “Ends tonight: 60% off for Cyber Monday!” The email’s
8 preview text layered on additional time pressure, informing recipients that it was their “Last chance
9 to let our chefs craft your holiday menu[.]”

10 102. Despite the clear deadline communicated in the December 1, 2025, subject lines,
11 the promotion did not end on that date.

12 103. CookUnity confirmed that December 1 was a false deadline the following day. On
13 December 2, 2025, it sent an email titled: “Hey, our 60% off Cyber deal is back ON!” Flashing
14 text within the email proclaimed: “CYBER MONDAY EXTENDED[.]”

15 104. As these examples demonstrate, CookUnity is engaged in a scheme where it
16 pressures consumers to purchase products from its website using subject lines which falsely
17 represent the availability of its offers.

18 **C. CookUnity knows when it sends emails to Washington residents.**

19 105. A sophisticated commercial enterprise, like CookUnity, which is engaged in
20 persistent marketing through mass email campaigns across the United States, has several ways of
21 knowing where the recipients of its marketing emails are located. The means it employs are
22 peculiarly within its knowledge.

23 106. First, the sheer volume of email marketing that CookUnity engages in put it on
24

1 notice that Washington residents would receive its emails. For instance, for the years 2025,
2 CookUnity transmitted roughly 35 emails per month, 8 emails per week, and 1.16 emails per day.

3 107. Second, CookUnity may obtain location information tied to email addresses when
4 consumers make purchases from CookUnity through digital platforms, or otherwise self-report
5 such information to CookUnity.

6 108. Third, CookUnity may obtain location information tied to email addresses by
7 tracking the IP addresses of devices used to open CookUnity emails, which in turn can be
8 correlated to physical location (as illustrated, for example, by the website
9 <https://whatismyipaddress.com/>).

10 109. Specifically, CookUnity appears to use Braze to manage its email marketing
11 campaigns. This platform should allow CookUnity to access a list of every email address that was
12 sent a marketing email. It should also allow CookUnity to determine who viewed the emails and
13 who clicked on any links within them.

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

18 111. Fifth, CookUnity may obtain location information tied to email addresses by using
19 “identity resolution” services offered by companies such as LiveRamp, which can connect
20 consumers’ email addresses to their physical locations, among other identifiers.

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

113. It is thus highly probable that a seller of Defendant'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. CookUnity violated Plaintiff's right under CEMA to be free from deceptive commercial emails.

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

115. For example, Plaintiff received the following emails from CookUnity:

- a. An email sent on November 27, 2024, titled: "Your last chance for 60% Off Chef-Made meals!" This email contained a false or misleading subject line sent by CookUnity as described above at paragraphs 76 through 79.
- b. An email sent on November 28, 2025, titled: "Final hours: Your 60% OFF Black Friday deal ends soon[.]" This email contained a false or misleading subject line sent by CookUnity as described above at paragraphs 94 through 98.
- c. An email sent on December 1, 2025, titled: "🔔 Last call for Cyber Monday 🔔 [.]" This email contained a false or misleading subject line sent by CookUnity as described above at paragraphs 100 through 103.
- d. An email sent on December 1, 2025, titled: "Ends tonight: 60% off for Cyber Monday!" This email contained a false or misleading subject line sent by CookUnity as described above at paragraphs 100 through 103.

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

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

V. CLASS ALLEGATIONS

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

All Washington residents who, during the Class Period, received a commercial email sent by the Defendant, on behalf of the 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.

119. 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.

120. 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.

121. 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.

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

123. 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

1 Defendant's violation of CEMA constituted a *per se* violation of the Consumer Protection Act,
2 RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

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

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

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

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

21 128. A class action is superior to other available methods for the fair and efficient
22 adjudication of the controversy because, among other reasons, the claims at issue may be too small
23 to justify individual litigation and management of this action as a class presents no special
24

difficulties.

VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

129. Plaintiff incorporates and realleges paragraphs 1-117 above.

130. 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).

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

132. 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).

133. 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).

134. 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).

135. For Defendant's violation of CEMA, Plaintiff is entitled to all available relief, including an injunction against further violations.

Second Claim to Relief

Violation of the Consumer Protection Act, RCW 19.86.020

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

137. 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.

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

139. 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).

140. 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).

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

142. 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).

143. 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.

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

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

7 **VII. JURY DEMAND**

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

10 **VIII. PRAYER FOR RELIEF**

11 Plaintiff asks that the Court:

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

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

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

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

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

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

1 Date: May 11, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

3 Samuel J. Strauss, WSBA No. #46971

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*** Applications for admission**

pro hac vice forthcoming