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CASE #: 26-2-15358-2 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.

LENOX CORP.,

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 Defendant Lenox Corporation (“Lenox”) 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. Lenox engages in the precise activity which CEMA prohibits.

3 4. Lenox spams Washington consumers, including Plaintiff, with commercial emails  
4 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, Lenox falsely narrows the field—steering  
10 consumers away from shopping for better deals—to its own products that must be purchased *now*.

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

15 **II. JURISDICTION AND VENUE**

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

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

19 10. Defendant sells its products in Washington through its website and in brick-and-  
20 mortar stores and is thus subject to personal jurisdiction in this court. *See, e.g., Ford Motor Co. v.*  
21 *Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021).

22 **III. PARTIES**

23 11. Plaintiff Matthew Wildman is a resident of King County, Washington.

24 12. Defendant Lenox Corporation is incorporated in Delaware with its principal place

1 of business at 1414 Radcliffe St., Bristol, PA 19007.

2 **IV. FACTUAL ALLEGATIONS**

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

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

6 14. In 1998, the Legislature found that the “volume of commercial electronic mail” was  
7 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,  
8 § 1.

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

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

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

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

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

24 20. Consumers therefore routinely “consent” to receive flurries of commercial emails

1 which they did not meaningfully request and in which they have no genuine interest.

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

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

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

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

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

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

22 27. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,  
23 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that  
24 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*

1 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.  
2 2025).

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

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

8 **B. The subject lines of Lenox’s marketing emails make false time scarcity claims.**

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

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

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

21 33. Representations about the timing and duration of sales, discounts, and other special  
22 offers are fundamentally representations about prices, and such representations matter to ordinary  
23 consumers. *See, e.g., Huiliang Zhao et al., Impact of Pricing and Product Information on*  
24 *Consumer Buying Behavior with Customer Satisfaction in a Mediating Role*, 12 *Frontiers in*

1 Psychology 720151 (2021), available at  
2 <https://pmc.ncbi.nlm.nih.gov/articles/PMC8710754/pdf/fpsyg-12-720151.pdf/>.

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

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

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

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

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

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

18 40. These false time scarcity claims are a staple of Lenox’s marketing scheme to  
19 compel consumers to purchase its products.

20 41. Lenox manufactures, distributes, and sells tableware and collectibles. It sells its  
21 products directly through its website, [www.lenox.com](http://www.lenox.com), as well as through brick-and-mortar  
22 retailers in Washington, including Macy’s and The Home Depot.

23 42. To advertise its products and encourage purchases, Lenox routinely sends spam  
24 emails to consumers. These emails are part of a calculated marketing strategy that Lenox

1 orchestrates in advance to maximize sales by distorting factual information about the duration and  
2 availability of its promotions.

3 43. Unfortunately for those recipients, Lenox regularly titles its emails with urgent  
4 subject headings that do not reflect the true availability of the advertised deal. This strategy is  
5 demonstrated in the examples discussed below.

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

12 45. This misleading marketing strategy allows Lenox to maximize sales during both  
13 the initial promotion, as well as the subsequent extension. While Lenox may present these  
14 extensions as though they are a favor or unexpected blessing to consumers, they are anything but.  
15 By deploying false time pressure with surprise extensions—which are only disclosed once the  
16 original promotion has ended—Lenox compels consumers to purchase quickly while withholding  
17 terms that consumers need so they can make informed buying decisions.

18 46. As an example of Lenox's marketing scheme, on December 2, 2025, Lenox sent  
19 consumers a mass email with the subject line, "LAST CALL 📣 30% OFF + CYBER DEALS +  
20 FREE Shipping". The body of the email explained that the promotions offered in the subject line  
21 were part of Lenox's "Cyber Monday" sale.

22 47. The subject line of the December 2 email was false or misleading. It was not the  
23 "last call" for anything, as Lenox knew and intended when it or its contractors crafted this  
24 marketing campaign.

1 48. Just days later, on December 8, Lenox gleefully informed consumers, “Cyber  
2 Monday is Back: 30% Off + Free Shipping”.

3 49. As another example of Lenox’s marketing scheme, on November 17, 2025, Lenox  
4 sent consumers a mass email with the subject line, “LAST DAY for 30% OFF SITEWIDE!  
5 🧑🏻‍🎄”.

6 50. The subject line of the November 17 email was false or misleading. Again, it wasn’t  
7 the “last day” for anything, as Lenox knew and intended when it or its contractors crafted this  
8 marketing campaign.

9 51. The very next day, on November 18, Lenox informed consumers, “Offer Extended!  
10 30% Off \$100”, falsely “extending” the same promotion it had represented as ending the day  
11 before.

12 52. As another example of Lenox’s marketing scheme, on October 22, 2025, Lenox  
13 sent consumers a mass email with the subject line, “🎄🧑🏻‍🎄🧑🏻‍🎄 \$50 Gift Card Expires Tonight”.

14 53. The subject line of the October 22 email was false or misleading. The offer did not  
15 expire that night, as Lenox knew and intended when it or its contractors crafted this marketing  
16 campaign.

17 54. The next day, on October 23, Lenox informed consumers, “\$50 Gift Card  
18 Extended!”, again falsely “extending” the same promotion it had represented as ending the day  
19 before.

20 55. As another example of Lenox’s marketing scheme, on August 6, 2025, Lenox sent  
21 consumers a mass email with the subject line, “25% Off Disappears Tonight 🧑🏻‍🎄”.

22 56. The subject line of the August 6 email was false or misleading. The 25 percent  
23 discount would not “disappear” that night, as Lenox knew and intended when it or its contractors  
24 crafted this marketing campaign.

1 57. Just two days later, on August 8, Lenox informed consumers, “25% Off 🎉 Happy  
2 Birthday, Lenox!” Indeed, this new offer was *superior* to the previous offer, in that it offered the  
3 same discount on all products sitewide, whereas the previous offer had been limited to select items  
4 only.

5 58. As another example of Lenox’s marketing scheme, on July 20, 2025, Lenox sent  
6 consumers a mass email with the subject line, “Last Day: 25% Off Sitewide”.

7 59. The subject line of the July 20 email was false or misleading. It was not the “last  
8 day” for the 25 percent sitewide discount, as Lenox knew and intended when it or its contractors  
9 crafted this marketing campaign.

10 60. The next day, on July 21, Lenox informed consumers, “FREE Shipping + SALE  
11 Extended!”. Again, the subsequent offer was *superior* to the previous offer, in that it offered the  
12 same percentage discount, this time with free shipping.

13 61. As another example of Lenox’s marketing scheme, on July 16, 2025, Lenox sent  
14 consumers a mass email with the subject line, “🎉 🍷 Summerween Sale—Today Only!”.

15 62. The subject line of the July 16 email was false or misleading. The sale would not  
16 last for that day only, as Lenox knew and intended when it or its contractors crafted this marketing  
17 campaign.

18 63. The very next day, July 17, Lenox informed consumers, “Hey, Boo 🍷 Here’s 25%  
19 Off”. The body of the email explained that this promotion was the same “Summerween” sale  
20 Lenox had represented as ending the day before.

21 64. As another example of Lenox’s marketing scheme, on June 29, 2025, Lenox sent  
22 consumers a mass email with the subject line, “Last Day for Summer Shop Sale!”. The body of  
23 the email explained that a 25 percent discount on Lenox’s “Summer Shop” line would be ending  
24 that day.

1 65. The subject line of the June 29 email was false or misleading. It was not the “last  
2 day” for the 25 percent discount, as Lenox knew and intended when it or its contractors crafted  
3 this marketing campaign.

4 66. Just days later, on July 4, Lenox informed consumers, “Cue the Fireworks—You  
5 Get 25% Off”. Again, this second offer was *superior* to the “Summer Shop” promotion, in that it  
6 applied sitewide.

7 67. As another example of Lenox’s marketing scheme, on June 1, 2025, Lenox sent  
8 consumers two mass emails with the subject lines, “Final Hours for 25% Off 🦋” and “25% Off  
9 Flutters Away Tonight”.

10 68. The subject lines of the June 1 emails were false or misleading. It was not the “final  
11 hours” for the 25 percent discount, which was not in any danger of “fluttering away” that night, as  
12 Lenox knew and intended when it or its contractors crafted this marketing campaign.

13 69. Just days later, on June 6, Lenox announced a superior, 30 percent discount sitewide  
14 under the heading, “🦋 We’re SALE-ing into Summer!”.

15 70. As another example of Lenox’s marketing scheme, on May 18, 2025, Lenox sent  
16 consumers two mass emails with the subject lines, “Last Day for up to 30% Off” and “🦋🦋 Last  
17 Call for Sunny Savings”. These mails advertised a tiered set of discounts of up to 30 percent for  
18 qualifying orders.

19 71. The subject lines of the May 18 emails were false or misleading. It was not the “last  
20 day” or the “last call” for the 30 percent discount, as Lenox knew and intended when it or its  
21 contractors crafted this marketing campaign.

22 72. Just days later, on May 22, Lenox enticed consumers with a superior, sitewide offer:  
23 “🦋 SAVE 30% SITEWIDE 🦋”.

24 73. As another example of Lenox’s marketing  
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1 scheme, on May 6, 2025, Lenox sent consumers a mass email with the subject line, “LAST DAY:  
2 25% Off Flatware 🍴🍴”.

3 74. The subject line of the May 6 email was false or misleading. It was not the “last  
4 day” for the 25 percent discount, as Lenox knew and intended when it or its contractors crafted  
5 this marketing campaign.

6 75. Just days later, on May 9, Lenox announced a superior 25 percent discount sitewide:  
7 “Sitewide Mother's Day Sale Starts Now!”.

8 76. As another example of Lenox’s marketing scheme, on April 10 and 11, 2025, Lenox  
9 sent consumers two mass emails with the subject lines, “25% Off Ends Tomorrow!” and “👉 Last  
10 Day of Friends & Family Sale”, respectively.

11 77. The subject lines of the April 10 and April 11 emails were false or misleading. The  
12 25 percent discount offered as part of the “Friends & Family” sale would not be ending on April  
13 11, as Lenox knew and intended when it or its contractors crafted this marketing campaign.

14 78. Only a week later, on April 18, Lenox offered consumers the same 25 percent  
15 discount sitewide: “Fill Your Basket with 25% Off”.

16 79. As another example of Lenox’s marketing scheme, on March 16, 2025, Lenox sent  
17 consumers a mass email with the subject line, “Last Chance: 40% Off Clearance 🐼”.

18 80. The subject line of the March 16 email was false or misleading. It was not the “last  
19 chance” for the 40 percent discount, as Lenox knew and intended when it or its contractors crafted  
20 this marketing campaign.

21 81. Just days later, on March 19, Lenox informed consumers the promotion was “Back  
22 Today Only: Extra 40% Off Sale!”

23 82. As another example of Lenox’s marketing scheme, on December 3, 2024, Lenox  
24 sent consumers a mass email with the subject line,

1 “📧👉 LAST CALL FOR 30% OFF + CYBER DEALS”. The body of the email explained the  
2 promotion was offered as part of Lenox’s “Cyber Monday” sale.

3 83. The subject line of the December 3 email was false or misleading. It was not the  
4 “last call” for the “Cyber Monday” promotion, as Lenox knew and intended when it or its  
5 contractors crafted this marketing campaign.

6 84. Not one week later, on December 9, Lenox announced the return of the “Cyber  
7 Monday” promotion: “Cyber Monday’s Back! 30% Off”.

8 85. As another example of Lenox’s marketing scheme, on November 18, 2024, Lenox  
9 sent consumers two mass emails with the subject lines, “Last Day to Save up to 30%!” and  
10 “👉 Last Call for Sitewide Savings 👉”. These mails advertised a tiered set of discounts of up to  
11 30 percent for qualifying orders.

12 86. The subject lines of the November 18 emails were false or misleading. It was not  
13 the “last day” or “last call” for the 30 percent discount, as Lenox knew and intended when it or its  
14 contractors crafted this marketing campaign.

15 87. Just days later, on November 23, Lenox announced an across-the-board 30 percent  
16 discount: “🎉 BLACK FRIDAY SALE Starts Now 🎉”. Again, this promotion was superior to  
17 the previous offer, in that it was available on all orders.

18 88. As another example of Lenox’s marketing scheme, on July 14, 2024, Lenox sent  
19 consumers a mass email with the subject line, “🎉👉 July Black Friday Ends Tonight 👉🎉”.  
20 The body of the email explained that Lenox’s “Black Friday in July” 25 percent discount sitewide  
21 would be ending that day.

22 89. The subject line of the July 14 email was false or misleading. The 25 percent  
23 sitewide discount would not end that night, as Lenox knew and intended when it or its contractors  
24 crafted this marketing campaign.

1 90. The very next day, July 15, Lenox announced “Cyber Monday in July”: “Cyber  
2 Monday FREE SHIPPING”. Again, this offer was superior to the previous offer, in that it extended  
3 the same percentage discount sitewide *plus* free shipping.

4 91. As another example of Lenox’s marketing scheme, on July 4, 2024, Lenox sent  
5 consumers a mass email with the subject line, “25% OFF ENDS IN HOURS”. The body of the  
6 email offered discounts of 25 percent sitewide.

7 92. The subject line of the July 4 email was false or misleading. The 25 percent discount  
8 sitewide would not be “ending in hours,” as Lenox knew and intended when it or its contractors  
9 crafted this marketing campaign.

10 93. A week later, on July 12, Lenox announced the beginning of its “Black Friday in  
11 July” promotion, offering identical discounts of 25 percent sitewide.

12 94. As another example of Lenox’s marketing scheme, on May 27, 2024, Lenox sent  
13 consumers two mass emails with the subject lines, “LAST CALL: SALE ENDS IN HOURS” and  
14 “Sitewide Sale Ends Tonight!”. These emails described another tiered set of discounts of up to 30  
15 percent for qualifying orders.

16 95. The subject lines of the May 27 emails were false or misleading. It was not the “last  
17 call” for this promotion, which would not be ending that night or “in hours,” as Lenox knew and  
18 intended when it or its contractors crafted this marketing campaign.

19 96. The very next day, May 28, Lenox announced, “SALE EXTENDED!”, falsely  
20 “extending” the same promotion Lenox had represented would be ending the day before.

21 97. As the subject lines of these examples of Lenox’s marketing tactics demonstrate,  
22 Lenox is engaged in a scheme where it pressures consumers to purchase its products by falsely  
23 representing the limited availability of its offers.

24 98. This complicated and seemingly perpetual series of promotions, threatened  
25

1 terminations, and renewals of the same or *better* offer is a strong indication that these promotions  
2 do not reflect any underlying business realities of supply or demand. To the contrary, they are just  
3 marketing tricks, components of preplanned, preconceived marketing strategies—all at consumers’  
4 expense.

5 **C. Lenox knows when it sends emails to Washington residents.**

6 99. A sophisticated commercial enterprise, like Lenox, which is engaged in persistent  
7 marketing through mass email campaigns across the United States, has several ways of knowing  
8 where the recipients of its marketing emails are located. The means it employs are peculiarly within  
9 its knowledge.

10 100. First, the sheer volume of email marketing that Lenox engages in put it on notice  
11 that Washington residents would receive its emails. For instance, over the past year, Lenox has  
12 sent, on average, more than seven emails per week, every week.

13 101. Second, Lenox may obtain location information tied to email addresses when  
14 consumers purchase Lenox’s products, or otherwise self-report such information to Lenox.

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

18 103. Specifically, Lenox appears to use Klaviyo to manage its email marketing  
19 campaigns. Klaviyo tells Lenox where the recipients of its marketing emails are located using IP  
20 geolocation and other data extracted from recipients’ interactions with Lenox, which Klaviyo  
21 tracks in detail. *See* “Understanding when and how Klaviyo sets a profile’s location,” Klaviyo  
22 (July 7, 2025) (describing “how a profile’s location and timezone information are set and  
23 updated”), <https://help.klaviyo.com/hc/en-us/articles/115005073907/>; “Understanding profiles in  
24 Klaviyo,” Klaviyo (Aug. 5, 2025) (“Each individual profile features an activity log to capture a

1 timeline of their interactions with your business,” including receiving emails, opening emails, and  
2 clicking links within emails.), <https://help.klaviyo.com/hc/en-us/articles/115005247088/>.

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

7 105. Fifth, Lenox may obtain location information tied to email addresses by using  
8 “identity resolution” services offered by companies such as LiveRamp, which can connect  
9 consumers’ email addresses to their physical locations, among other identifiers.

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

13 107. It is thus highly probable that a seller of Defendant’s size and sophistication  
14 employs not just one but several means of tying consumers’ email addresses to their physical  
15 locations, at least at the state level.

16 **D. Lenox violated Plaintiff’s right under CEMA to be free from deceptive**  
17 **commercial emails.**

18 108. Lenox has spammed Wildman with commercial emails whose subject lines contain  
19 false or misleading statements in violation of his right to be free from such annoyance and  
20 harassment under CEMA.

21 109. Wildman received, for example, the following emails from Lenox, each of which  
22 is discussed above, at a personal email address:

23 110. “LAST CALL 📧 30% OFF + CYBER DEALS + FREE Shipping” on December  
24 2, 2025;

25 111. “Last Day: 25% Off Sitewide” on July 20,

1 2025;

2 112. “🍁🍷 Summerween Sale—Today Only!” on July 16, 2025;

3 113. “Last Day for Summer Shop Sale!” on June 29, 2025;

4 114. “25% Off Flutters Away Tonight” and “Final Hours for 25% Off 🦋” on June 1,  
5 2025;

6 115. “📣🎰 LAST CALL FOR 30% OFF + CYBER DEALS” on December 3, 2024;

7 116. “Last Day to Save up to 30%!” and “📣 Last Call for Sitewide Savings 📣 ” on  
8 November 18, 2024;

9 117. “❄️🍷 July Black Friday Ends Tonight 🍷❄️” on July 14, 2024; and

10 118. “LAST CALL: SALE ENDS IN HOURS” and “Sitewide Sale Ends Tonight!” on  
11 May 27, 2024.

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

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

15  
16 **V. CLASS ALLEGATIONS**

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

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

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

1 members.

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

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

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

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

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

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

23 129. Defendant has acted on grounds generally applicable to the Class, in that, among  
24 other ways, it engaged in the uniform conduct of sending uniform commercial emails to Plaintiff

1 and the Class, which violate CEMA and the CPA in the same way, and from which it may be  
2 enjoined as to Plaintiff and all Class members, thereby making appropriate final injunctive relief  
3 with respect to the Class as a whole.

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

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

## 13 VI. CLAIMS TO RELIEF

### 14 First Claim to Relief

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

16 132. Plaintiff incorporates and realleges paragraphs 1–120 above.

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

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

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

1 meaning of CEMA. RCW 19.190.010(2).

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

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

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

13 **Second Claim to Relief**

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

15 139. Plaintiff incorporates and realleges paragraphs 1–120 above.

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

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

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

22 143. CEMA provides that “[n]o person may initiate the transmission, conspire with  
23 another to initiate the transmission, or assist the transmission, of a commercial electronic mail  
24 message ... to an electronic mail address that the sender knows, or has reason to know, is held by

1 a Washington resident that ... [c]ontains false or misleading information in the subject line.”  
2 RCW 19.190.020(1)(b).

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

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

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

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

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

16 **VII. JURY DEMAND**

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

19 **VIII. PRAYER FOR RELIEF**

20 Plaintiff asks that the Court:

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

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

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

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

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

5 *[Counsel signatures to follow on next page.]*  
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1 Date: May 8, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

3 Samuel J. Strauss, WSBA No. #46971

4 Raina C. Borrelli\*

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19 *Counsel for Plaintiff and the Putative Class*

20 **\* Applications for admission**

21 ***pro hac vice* forthcoming**