

EFILED
Clerk Billie Maggard
6/8/2026 3:24 PM
Superior Court Yakima County, WA

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

CAMERON CROW, on his own behalf and
on behalf of others similarly situated,

Plaintiff,

vs.

THE MICHAELS COMPANIES, INC.
doing business as: MICHAELS,

Defendant.

Case No.: 26-2-01916-39

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

I. INTRODUCTION

1. This is a putative class action under Washington law brought to address deceptive and unlawful emails that plague consumers' inboxes. The Washington legislature, concerned with deception in emails, enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW 19.190, which, among other things, prohibits any person from sending a commercial email with a false or misleading subject line. RCW 19.190.020.

2. Defendant The Michaels Companies, Inc. d/b/a Michaels ("Defendant" or "Michaels") is a retail holding company that is headquartered in Texas and sells arts and crafts

1 supplies (the “Products”). The Products are sold by Defendant through its website
2 <https://www.michaels.com/>.

3 3. Defendant markets its Products by email to Washington residents. The subject lines
4 in these emails often promote “sales” and “discounts” on the Products. However, many subject
5 lines are false, misleading, and unlawful because they promote misleading discounts, under false
6 time restrictions, and/or from misleading regular and former prices.

7 4. Getting an advertised bargain is important to consumers. Consumers are more
8 likely to purchase an item if it is advertised as a good deal.

9 5. Further, if a sale is advertised as ending soon, consumers are even more likely to
10 buy now, rather than wait, comparison shop, and/or buy something else.

11 6. There is nothing wrong with a legitimate sale. But a fictitious sale—that is, one
12 with made-up regular/former prices or made-up expirations—is deceptive and illegal. Moreover,
13 advertising false and misleading discounts in the subject line of a promotional email violates
14 CEMA and the Washington Consumer Protection Act (“CPA”). *Brown v. Old Navy LLC*, 567 P.3d
15 38 (Wash. 2025).

16 7. For many Products, Defendant’s sales were not legitimate because the Products are
17 regularly available on the website at a discount from a higher regular and former price (called the
18 “Reference Price”). So, the purported discounts were false and misleading because discounts are
19 regularly available. Additionally, Defendant promoted these misleading discounts by sending
20 emails with false and misleading subject lines.

21 8. Defendant also sent emails with misleading subject lines regarding “sales” that
22 would supposedly end on a specific day when in truth the sales were extended or not limited to the
23 extent represented.

III. JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction under the Washington State Constitution, which sets forth the jurisdiction of Washington Superior Courts. This Court also has subject matter jurisdiction under the Consumer Protection Act (CPA), RCW 19.86.090, and the Commercial Electronic Mail Act (CEMA), RCW 19.190.090, which gives Washington Superior Courts jurisdiction over claims brought under CEMA and the CPA.

17. This Court has personal jurisdiction over Defendant under RCW 4.28.185. Defendant transacts business in Washington. The claims giving rise to this action arise from Defendant's transaction of business in this state and Defendant's purposeful transmission of electronic mail messages to Washington residents. This Court also has personal jurisdiction over Defendant under RCW 19.86.160 because Defendant engaged in conduct in violation of the CPA that had an impact in Washington. Finally, Plaintiff received emails from Defendant while in Washington.

18. Venue is proper in Yakima County Superior Court because Defendant resides here for purposes of venue. RCW 4.12.025. At all relevant times, Defendant transacted business in Yakima County, including by sending electronic mail messages to residents of Yakima County and by selling products to customers living in Yakima County.

IV. FACTUAL ALLEGATIONS

A. Defendant's False and Misleading Emails Regarding Discounts.

19. Defendant sells arts and crafts supplies directly to consumers through Defendant's website <https://www.michaels.com/>. Defendant's marketing includes emails to consumers.

1 20. Defendant's emails created the false impression that the Products' regular and
2 former prices as charged on the website are higher than they truly are, the discounts are limited in
3 time, and the discounts are genuine.

4 21. Defendant advertised these discounts extensively through emails to recipients on
5 their mailing list who either registered an account on <https://www.michaels.com/>, previously made
6 purchases from <https://www.michaels.com/>, or made purchases in store. Additionally, this
7 information is contained in the subject lines of emails.

8 22. When Defendant advertises the discounts through emails with subject lines such as
9 "Up to 50% off," reasonable consumers interpret the advertisements to mean that recipients will
10 get a discount off of the former and regular prices charged by Defendant on the website in the
11 recent past and for a substantial time.

12 23. In other words, reasonable recipients believe that they will receive up to "___% off"
13 the former and regular prices charged on the website in the recent past, and those higher prices
14 represent the amount that consumers formerly and consistently had to pay for Defendant's goods
15 on the website before the sale began, and represent the prices that consumers will consistently have
16 to pay in the future for Defendant's goods when the sale ends. This creates a sense of value and
17 urgency: buy now, and you will receive something worth more than you pay for; or wait, and you
18 will pay more for the same thing later.

19 24. Defendant also sent emails with subject lines stating that purported sales were set
20 to expire soon, or on a specific date, or when a holiday ends. But when many sales ended, they
21 were either extended upon expiration or another comparable sale began shortly thereafter
22 (oftentimes within a week), and the Products' prices did not immediately revert to and stay at the
23
24
25

1 supposed pre-sale Reference Prices for a reasonably substantial time period. The cycle continues
2 repeatedly.

3 25. Defendant sent numerous commercial emails to Class Members containing the
4 following subject lines on the following dates. The emails below are examples and are not
5 exhaustive.

E-Mail Subject	Date
EXTENDED! 1 more day to shop our Memorial Day Sale - online only.	5/26/2026
 DON'T MISS: 50% off Memorial Day Sale ends today.	5/25/2026
Hurry! Only 3 days left to save during our Memorial Day Sale.	5/23/2026
!!4 days only— 50% off your faves— Get'em before they're gone!!	5/23/2026
50% off  4 days only  Sale starts TODAY!	5/22/2026
 Extended today online only! Shop epic deals at our Lowest Prices of the Season.	3/22/2026
 Time's running out — final hours! Our Lowest Prices of the Season sale ends soon!	3/21/2026
The Big Spring Sale starts TODAY! 	3/1/2026
LAST DAY for up to 50% off! This sale ENDS TODAY -->	2/28/2026
EXTENDED TODAY ONLY  Up to 70% off Trees 	11/16/2025
Final hours of The Great Big Tree Spree!  Have you found your tree yet?	11/15/2025
EXTENDED: Up to 60% off Christmas trees online only! Plus, FREE shipping!	10/1/2025
ENDS TODAY: Up to 60% off trees online only! Plus, FREE shipping!	9/27/2025

E-Mail Subject	Date
 Extended today online only! Shop epic deals at our Lowest Prices of the Season.	9/22/2025
 FINAL HOURS: Our Lowest Prices of the Season sale ends today	9/21/2025
 Last day! Shop our Lowest Prices Of The Season sale.	9/21/2025
ENDS TOMORROW!  Shop our Lowest Prices of the Season now to get up to 60% off	9/20/2025
40% off coupon extended today only!	9/2/2025
ENDS TODAY: 40% off in store & online with coupon!	9/1/2025
EXTENDED TODAY ONLY: Get up to 60% off online at our Flash Cyber Sale! 	7/12/2025
 Flash Cyber Sale ends today! Plus, check out deals picked especially for you.	7/11/2025
SALE EXTENDED 1 more day!  You can still score all these items on sale online only today.	6/17/2024
LAST CALL! Shop these best sellers at our Lowest Prices of the Season sale today.	6/16/2024
 COUPON ALERT: Get 30% off your regular price purchase! Plus, our Lowest Prices of the Season sale is EXTENDED online.	9/25/2023
Last day of the sale 	9/24/2023
ENDS TOMORROW  Our Lowest Prices of the Season on 1,000s of items!	9/23/2023

26. To further confirm Defendant regularly offers and advertises discounts through emails for Products sold via the website, Plaintiff's counsel reviewed the subject lines of emails sent by Defendant from December 8, 2025 to June 8, 2026. Almost every day, Defendant sent an email advertising a limited-time sale. This investigation revealed that Defendant sent emails containing the following subject lines on the listed dates:

E-Mail Subject	Date
Score 70% off all custom frames during The Ultimate Sale. ⚡	6/7/2026
🔑 It's here! Up to 60% off 1,000s of items at The Ultimate Sale in store and online.	6/7/2026
🎉 Starts NOW – online only! Up to 60% off 1,000s of items at The Ultimate Sale.	6/6/2026
Shop up to 50% off all weekend long during our sale! 🛒	6/6/2026
🧐 Get 70% off quality custom frames for your fave guy.	6/5/2026
Our sale is still going on with up to 50% off deals! 📦	6/5/2026
Up to 60% off everything you need to celebrate summer! ☀️	6/3/2026
SALE! 🛒 Fill your cart for less with limited-time savings.	6/2/2026
Score up to 50% off during our sale!	5/31/2026
Our Sale = Big. Savings. Only!	5/30/2026
📦 Shop our sale for up to 50% off! 🎉	5/30/2026
🌟 Wait till you see your deals!	5/29/2026
Score up to 50% off during our sale!	5/29/2026

E-Mail Subject	Date
BRB: Our Sale is ON 🐼 🐼	5/28/2026
EXTENDED! 1 more day to shop our Memorial Day Sale - online only.	5/26/2026
🐼 DON'T MISS: 50% off Memorial Day Sale ends today.	5/25/2026
50% off! Sale ends tomorrow in stores.	5/24/2026
Hurry! Only 3 days left to save during our Memorial Day Sale.	5/23/2026
!!4 days only— 50% off your faves— Get'em before they're gone!!	5/23/2026
Deals picked just for you: Get 50% off at our Memorial Day Sale.	5/22/2026
50% off 🐼 4 days only 🐼 Sale starts TODAY!	5/22/2026
Up to 50% off your summer faves during The Big Summer Sale!	5/20/2026
💖 🌀 Make it a summer of savings — Up to 50% off your faves!	5/15/2026
WHOA! ✨ New low price on Liquitex® Professional Heavy Body™ Acrylic Essentials Set ✨	5/13/2026
Mother's Day is Sunday! 📺 Get up to 60% off at our Mother's Day Sale.	5/8/2026
Frame medals, uniforms and more to create a touching tribute — now for 70% off	5/3/2026
📺 Up to 50% off! Save on gifts Mom will love.	5/2/2026
📺 Get up to 50% off at our Mother's Day Sale!	5/1/2026
👤 Get up to 50% off gifts for out-of-this-world Moms →	4/28/2026
💖 Grab 70% off custom frames to showcase your family memories.	4/26/2026
🌸 Our Mother's Day Sale starts now! --->	4/26/2026

E-Mail Subject	Date
LAST DAY OF MAKER HAUL! 🛒 You can shop now for up to 50% off 1,000s of items! 😊	4/25/2026
Who wants up to 50% off? 🙌 Shop our biggest stock-up event of the year now →	4/16/2026
💰 Get up to 50% off creative faves at Maker Haul	4/14/2026
ENDS TODAY: Score up to 50% off. 🛒	4/11/2026
🎯 Get 70% off custom frames before the final buzzer sounds.	4/10/2026
ENDS TOMORROW: SALE! 🐰 Get up to 50% off floral, décor and more. --- >	4/10/2026
LAST CALL ⌚ Up to 60% off at the Easter Sale 🐰	4/4/2026
TWO 40% COUPONS - what are you waiting for?	4/2/2026
🐰 Hoppy Hosting! Get up to 60% off all things Easter.	4/1/2026
Hop to it! 🐰 Up to 60% OFF Easter Sale ends soon.	4/1/2026
Don't blink ... these deals are hopping away 🐰	3/31/2026
💎 Here's 70% off to custom frame your art 🖼️	3/29/2026
One week to Easter: Crack into our epic sale — up to 60% off 🐰	3/29/2026
Get up to 60% off at our Easter Sale. 🐰 It's on!	3/28/2026
🐰 Make baskets for everybunny — up to 60% off your Easter faves!	3/28/2026
30% off instore & online — you found the golden egg! 🥚 ✨	3/27/2026

E-Mail Subject	Date
 70% off all custom frames in store & online.	3/27/2026
Up to 60% off your faves at our Easter Sale  	3/26/2026
 Up to 60% off: Our NEW Easter Bunny & Bloom Décor Collection is so adorbs -->	3/25/2026
 We've got TWO SALES for you: Up to 60% Off 	3/25/2026
 Extended today online only! Shop epic deals at our Lowest Prices of the Season.	3/22/2026
 Time's running out — final hours! Our Lowest Prices of the Season sale ends soon!	3/21/2026
 Time's running out — final hours! Our Lowest Prices of the Season sale ends soon!	3/21/2026
Ends soon!  Shop Lowest Prices of the Season today	3/20/2026
Everything in this email is SIXTY PERCENT OFF! 	3/20/2026
PRICE DROP! Easter is now up to 60% off.	3/19/2026
60% off thousands of items? Oh, yeah.	3/18/2026
 Ends soon: Get up to 60% off during our Lowest Prices of the Season sale.	3/18/2026
 You don't need luck to score our Lowest Prices of the Season	3/17/2026
 This email is full of BOGO deals and more!	3/17/2026
 Get deals for under \$5 at our Lowest Prices of the Season sale!	3/16/2026

E-Mail Subject	Date
 Shop our best sellers for up to 60% off during our Lowest Prices of the Season sale!	3/16/2026
Your favorite sale is back! Get our Lowest Price of the Season on custom frames. 	3/15/2026
 Our Lowest Prices of the Season sale is back!	3/15/2026
 It's baaack: Our Lowest Prices of the Season Sale starts now.	3/15/2026
LAST CHANCE to shop our Big Spring Sale 	3/14/2026
 Lowest Prices of the Season sale is here early & online only! Score up to 60% off 1,000s of items >	3/14/2026
ENDS TOMORROW  Up to 50% off at The Big Spring Sale.	3/13/2026
Post Break Refresh  Here's 70% off to custom frame your travel pics.	3/13/2026
Spring is in bloom with up to 50% off must-have items! 	3/13/2026
 Our Big Spring Sale ends soon — see the deals we think you'll love! 	3/12/2026
Up to 50% off supplies you need for your spring refresh 	3/11/2026
Let the good times bloom with up to 50% off + coupons inside 	3/11/2026
 Hoppy Hosting! Get up to 40% off all things Easter.	3/10/2026
Spring-ify your space  up to 50% off spring decor!	3/9/2026
Spring into savings   Get up to 50% off at The Big Spring Sale.	3/7/2026
We have BIG deals on spring + check out coupons inside.	3/7/2026

E-Mail Subject	Date
Shop The Big Spring Sale! Find everything you need to update your space.	3/6/2026
Up to fifty percent off spring + THREE coupons to brighten your day 🌸 🌼	3/5/2026
Up to 50% off supplies you need for your spring refresh 🌸	3/4/2026
Get up to 40% off Easter décor. 🐰	3/2/2026
Keep vacay on replay with 70% off custom frames 🌸 🖼️	3/1/2026
The Big Spring Sale starts TODAY! 🌸	3/1/2026
LAST DAY for up to 50% off! This sale ENDS TODAY -->	2/28/2026
ENDS TODAY: Score up to 50% off 🛒	2/28/2026
💰 What a deal: Get 70% off custom frames and put what matters on display.	2/27/2026
Get up to 50% off and fill your cart for less.	2/27/2026
Just for you: take 30% off online.	2/26/2026
Score up to 50% off eclectic and bold accents for your space.	2/26/2026
🔔 Heeeyyy! These deals END SOON. Get up to 50% off now!	2/25/2026
🍀 🌿 Lucky you: Score St. Patrick's Day deals to rock your parties, parades and celebrations.	2/24/2026
🧶 Check Out New Yarn from Your Fave Brands + Buy 1 Get 1 50% Off!	2/23/2026
SALE! Get up to 50% off floral, décor, yarn and more ->	2/22/2026
SALE! 🌸 Get up to 50% off floral, décor and more ->	2/21/2026
SALE! 🌿 Fill your cart for less with limited-time savings ->	2/20/2026
SALE! 🛒 Fill your cart for less with Buy & Get Deals ->	2/14/2026

E-Mail Subject	Date
Sale! 🌸 Shop Buy & Get Deals for a limited time ->	2/13/2026
Valentine's Day is nearly here! It's not too late to get up to 50% off the supplies you need. 🌹	2/11/2026
❤️-day is almost here! Get all your supplies now, for less ->	2/10/2026
One week until Valentine's Day! There's still time to get up to 50% off your love-day faves. 🌹	2/7/2026
🕒 Up to 60% off ends soon! Save big during our Flash Cyber Sale.	2/7/2026
Up to 50% off: The Valentine's Day countdown is on! ❤️	2/6/2026
Take 40% OFF with your coupon + up to 50% off Valentine's! 🌹	2/5/2026
🔔 Our Flash Cyber Sale starts now!	2/5/2026
Sweet savings. 🌹 Score up to 50% off Valentine's Day faves.	2/4/2026
Prep for heart-day with sweet savings. 📧	2/3/2026
🕒 Enjoy sunny savings with BOGOs on our Citrus Kitchen Décor Collection.	2/2/2026
Get up to 50% off Valentine's Day and celebrate love with our sale!	1/31/2026
Score up to 50% off items you love with our Valentine's Day Sale! ❤️	1/30/2026
Have you seen your deals for the week? 🕒 Take a look at savings you'll love	1/29/2026
Grab BOGO deals on floral and NEW décor during our 2026 Style Edit Sale.	1/28/2026
👤 Stick to your creative resolutions and SAVE	1/27/2026

E-Mail Subject	Date
It's the Yarnormous Sale! 🧶 Yarn is on sale – every brand, every colour, every size, every skein!	1/24/2026
🔔 ENDING SOON: Our Yarnormous and 2026 Style Edit sales. 🔔	1/23/2026
🕒 Warm up to savings on inspiring supplies	1/22/2026
👉 Save now on BOGOs on floral and NEW décor at our 2026 Style Edit Sale.	1/21/2026
Look what just blew in! 🌬️ NEW DEALS you'll love	1/20/2026
It's the Yarnormous Sale! 🧶 Yarn is on sale – every brand, every colour, every size, every skein!	1/17/2026
Boxing Week Sale 🥊 Get these top offers before they're going, going almost gone!	12/29/2025
🛒 It's time! Stock up and save with our buy and get offers.	12/28/2025
Stock up & save on our top offers! ⚡	12/27/2025
Our Boxing Week Sale starts today. 🎁 Score up to 60% off!	12/26/2025
This is it! Up to 60% off during our Mega Clearance Event! 🤖	12/25/2025
🎁 LAST DAY to get gifts at The Big Gift Sale. ⚡	12/24/2025
Still looking for last-minute gifts? 🎁 Find them at The Big Gift Sale.	12/23/2025
You're running out of time to get gifts. ⌚ Our Big Gift Sale ends soon! 🎁	12/20/2025
🔔 Finish your gift list with buy & get deals at our Big Gift Sale.	12/19/2025
🔔 Don't wait 'til the last minute! Our Big Gift Sale ends soon.	12/18/2025

E-Mail Subject	Date
It's the final days to shop Buy & Get deals at the Big Gift Sale!	12/17/2025
Our Big Gift Sale is in full swing! 🎁 Fill your sleigh with something for everyone on your list.	12/16/2025
Save BIG on creative gifts for everyone on your list!	12/15/2025
Last-minute holiday shopping? 🎁 We've got you. 🛒 Grab holiday essentials before it's too late.	12/15/2025
Don't miss out on these Buy & Get deals!	12/13/2025
It's the Big Gift Sale! Find creative gifts for everyone on your list 🎁	12/12/2025
The Big Holiday Sale wraps up today! Don't miss these deals.	12/11/2025
The Big Holiday Sale wraps up tomorrow. 🎁 Get your merry must-haves today	12/10/2025
It's not too late to save on holiday must-haves! Shop The Big Holiday Sale.	12/9/2025
It's not too late to save on holiday must-haves! Shop The Big Holiday Sale.	12/8/2025

27. Reasonable recipients of these emails would believe that Defendant was offering a limited time sale. They would believe that, if they purchase during the sale, they will receive a genuine discount off the regular and former prices of the Products which Defendant consistently charged on the website in the recent past. Moreover, they would believe that the sale would end at the stated time, and if they wait beyond that time, then the sale will be over, and the Products' prices would immediately return to and *stay* at their regular prices.

28. But as shown above, many emails contain false subject lines representing that sales were active, limited in time, and about to end, while in truth Defendant always planned to (1) "extend" or reinstitute the same sale shortly after expiration, or (2) offer comparable discounts shortly after expiration and for a longer time.

1 29. These false time scarcity claims are a staple of Defendant’s marketing scheme to
2 compel consumers to purchase its products.

3 30. This misleading marketing strategy is intended to maximize sales during both the
4 initial promotion, as well as the subsequent extension. While Defendant may present these
5 extensions as though they are an unexpected favor to consumers, they are anything but. By
6 deploying false time pressure with surprise extensions—which are only disclosed once the original
7 promotion has ended—Defendant compels consumers to purchase quickly while withholding
8 terms that consumers need so they can make informed buying decisions.

9 31. For example, on 9/27/2025, Defendant sent an email stating “ENDS TODAY: Up
10 to 60% off trees online only! Plus, FREE shipping!” But Defendant’s sale styled as “Up to 60%
11 off” was not limited to 9/27/2025. Indeed, as shown above, Defendant sent another email four days
12 later on 10/1/2025 stating “EXTENDED: Up to 60% off Christmas trees online only! Plus, FREE
13 shipping!” So, the email subject line was false and deceptive.

14 32. As another example, on 9/20/2025 and 9/21/2025 Defendant sent three separate
15 emails stating “ENDS TOMORROW! 🚨 Shop our Lowest Prices of the Season now to get up to
16 60% off,” “🚨 Last day! Shop our Lowest Prices Of The Season sale,” and “🚨 FINAL HOURS:
17 Our Lowest Prices of the Season sale ends today.” However, Defendant sent another email the
18 following day on 9/22/2025 stating “🎉 Extended today online only! Shop epic deals at our
19 Lowest Prices of the Season.” So again, the subject line was false and misleading.

20 33. Similarly, on 9/1/2025 Defendant sent to emails stating “ENDS TODAY: 40% off
21 in store & online with coupon!” Reasonable consumers interpret these subject lines to mean the
22 advertised sale would terminate on 9/1/2025. However, according to the subject line of an email
23

1 from Defendant dated 9/2/2025 stating “40% off coupon extended today only!” the sale did not
2 terminate on 9/1/2025.

3 34. These are just a few examples from a very narrow time frame. As the subject lines
4 of its marketing emails demonstrate, Defendant employs a strategy where it pressures consumers
5 to purchase products from its website by falsely representing the extent and limited availability of
6 its discounts.

7 **B. Defendant’s Emails to Plaintiff and Class Members Violate CEMA and the**
8 **CPA.**

9 35. Washington’s CEMA regulates deceptive email marketing. CEMA prohibits the
10 sending of a commercial email that “[c]ontains false or misleading information in the subject line.”
11 RCW 19.190.020.

12 36. Violating this provision of CEMA also violates the CPA. RCW 19.190.030.

13 37. Advertising fake discounts in the subject line of a promotional email, with fake
14 time pressure, violates CEMA and, accordingly, the CPA. *Brown v. Old Navy LLC*, 567 P.3d 38
15 (Wash. 2025).

16 38. Defendant’s email advertisements contain subject lines that misstate the duration
17 of the purported sales and/or misstate the discount that recipients would purportedly receive for
18 purchasing during the sale. As a result, these promotional emails contain false or misleading
19 information in the subject line, in violation of CEMA and the CPA.

20 39. Defendant sends these emails for the purpose of promoting the Products for sale
21 and to drive sales to the website.

22 40. Defendant’s email subject lines stating the supposed duration of its sales are false
23 and misleading because, as discussed above, sales either (1) are regularly available, or (2) did not
24 expire at the advertised time.

1 41. Defendant's email subject lines stating that recipients will receive significant
2 savings if the recipients purchase during the sale are false and misleading because, as discussed
3 above, consumers do not truly receive the advertised discounts. Instead, because substantial
4 discounts are commonly available, the purported discount is actually much smaller (or there is no
5 discount at all).

6 42. By misrepresenting the duration of its purported sales in email subject lines,
7 Defendant creates a false sense of urgency. Recipients who read the email subject lines believe
8 that if they act now, they can purchase a higher value item at a limited-time discount; but if they
9 wait, then the discount will expire and if they want to purchase a Product, they will have to pay
10 the former or regular price.

11 43. Defendant designs the subject lines of the promotional emails to induce recipients
12 to make a purchase during the supposedly limited-time sales. Defendant's email subject lines often
13 contain words spurring recipients to make purchases immediately before time runs out. But
14 because the Products are regularly on sale, each of these email subject lines stating the sale is
15 ending soon are false and misleading.

16 44. Defendant is constantly sending commercial emails to recipients on its website's
17 mailing list, typically multiple times a week, and sometimes multiple times per day. Plaintiff and
18 Class Members received such emails from Defendant, many of which include false or misleading
19 subject lines regarding fake discounts with fake time limitations.

20 45. Defendant knows, or has reason to know, its emails containing false and misleading
21 subject lines are sent to Washington residents. Defendant knows or has reason to know where
22 recipients of its emails reside for at least the following reasons.

- 1 a. For consumers who made a purchase on Defendant’s website, Defendant
2 has physical addresses associated with the recipient’s name, email address,
3 and order.
- 4 b. For consumers who made a purchase in one of Defendant’s physical store
5 locations and opted into Defendant’s loyalty program, mailing list(s) or
6 other similar programs, Defendant has physical addresses associated with
7 the recipient’s name, email address, and order.
- 8 c. For consumers who visit Defendant’s website and register to receive
9 marketing emails, on information and belief, Defendant collects and has
10 access to data regarding the recipient’s state of residence via geolocation
11 and IP address tracking. First, IP addresses are sufficient to confirm the
12 user’s physical location including city, state, and zip code.¹
- 13 d. Second, under the heading “Information We Collect” Defendant’s Privacy
14 Statement provides that Defendant collects “Geolocation data to provide
15 your location for curbside pickup or to determine the nearest store and with
16 your specific consent.” Under the same heading, Defendant’s Privacy
17 Statement further provides that Defendant also collects identifiers such as
18 “real name, alias, *postal address*, email address, telephone number*, date
19 of birth or age, online identifier, social media profile information, or
20 username and password, *Internet Protocol address*, signature, special status
21 designations (i.e. teacher, student, military), or other similar identifiers.”
22

23
24 ¹ See <https://nordvpn.com/ip-lookup/> (“Looking up an IP address shows you the geolocation of
25 that IP address, including the country, state, city, and zip code.”)

(Emphasis added.) Moreover, under the heading “Loyalty Programs (Financial Incentive Programs) Defendant’s Privacy Statement provides that it collects consumers’ “personal information, which may include [their] name, phone number, *address*, characteristics of protected classes (i.e. age/birthdate, gender), purchase history, *geolocation data*, preferences, characteristics, network data including browser or search history, and other personal information.” (Emphasis added.)

e. For consumers who browse Defendant’s website or click on Defendant’s emails, on information and belief, Defendant can track their IP addresses. It is a standard business practice among major e-commerce companies to employ email and website marketing tools, like tracking pixels, which allow the sender to identify the person opening and clicking on the email by IP address, or the person browsing the website by IP address. Indeed, Defendant’s Privacy Statement under the heading “Information We Collect” expressly provides that it collects IP addresses and other related information such as “Internet, mobile device, or other similar network activity: when you use the Websites, some data is automatically transferred from your browser to our server, including through use of social media, cookies, web beacons, tracking pixels, clear gifs, and/or other similar technologies, including browsing history, search history, viewed webpages, Michaels emails you open and forward, Michaels offers and links you collect to via email, links that are clicked, keystrokes typed, movement of the mouse or pointer, device model, operating system version, unique

1 device identifiers, mobile network information, sites or apps visited before
2 coming to our Websites, videos viewed, the amount of time you spend
3 viewing or using the Websites and the pages visited, the number of times
4 you return, or other click-stream or site usage data, and other information
5 on a consumer's interaction with the Websites or advertisement.”

6 f. Defendant has access to granular location information tied to email
7 addresses from commercial data brokers like Oracle, Equifax, and Lexis.
8 Defendant can purchase consumer data from these brokers which connects
9 individuals to email addresses, state of residence, and physical location. To
10 that end, Defendant’s Privacy Statement states under the heading “How We
11 Collect Information” that it collects information “about you from other
12 sources, including social media and commercially available sources such as
13 data aggregators and public databases.”

14 g. Defendant may obtain information that some recipients of marketing emails
15 are Washington residents because that information is available, upon
16 request, from the registrant of the Internet domain names contained in the
17 recipients’ email addresses. *See* RCW 19.190.020(2).

18 h. Defendant had reason to know the marketing emails were sent to
19 Washington residents based on the extremely high volume of outbound
20 marketing emails which are continuously sent to everyone on its mailing
21 list.

46. Defendant knows what sales it offers on its website and the prices advertised on its website. Defendant also knows that, in truth, the sales are not truly ending as advertised and products are regularly discounted on the website.

C. Defendant's Deceptive Emails Violate Federal Law.

47. The Federal Trade Commission Act ("FTCA") prohibits "unfair or deceptive acts or practices in or affecting commerce[.]" 15 U.S.C. § 45(a)(1). Under FTC regulations, discounting schemes like that employed in Defendant's email subject lines are deceptive practices that violate the FTCA.

48. Pursuant to 16 C.F.R. § 233.1, entitled Former Price Comparisons:

(a) One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser's own former price for an article. If the *former price* is the actual, bona fide price at which the article was offered to the public on a *regular basis* for a *reasonably substantial period of time*, it provides a legitimate basis for the advertising of a price comparison. Where the former price is genuine, the bargain being advertised is a true one. If, on the other hand, the former price being advertised is not bona fide but fictitious – for example, where an *artificial, inflated price* was established for the purpose of enabling the subsequent offer of a large reduction – the "bargain" being advertised is a false one; the purchaser is not receiving the unusual value he expects.

(b) A former price is not necessarily fictitious merely because no sales at the advertised price were made. The advertiser should be especially careful, however, in such a case, that the price is one at which the product was openly and actively offered for sale, for a *reasonably substantial period of time*, in the *recent*, regular course of her business, honestly and in good faith – and, of course, not for the purpose of establishing a fictitious higher price on which a deceptive comparison might be based.

(c) The following is an example of a price comparison based on a fictitious former price. John Doe is a retailer of Brand X fountain pens, which cost him \$5 each. His usual markup is 50 percent over cost; that is, his regular retail price is \$7.50. In order subsequently to offer an unusual "bargain," Doe begins offering Brand X at \$10 per pen. He realizes that he will be able to sell no, or very few, pens at this inflated price. But he doesn't care, for he maintains that price for only a few days. Then he "cuts" the price to its usual level—\$7.50—and advertises: "Terrific Bargain: X Pens, Were \$10, Now Only \$7.50!" *This is obviously a false claim.* The advertised "bargain" is not genuine.

(d) Other illustrations of fictitious price comparisons could be given. An advertiser might use a price at which he *never offered the article at all*; he might feature a price which was *not used in the regular course of business*, or which was *not used in the recent past* but at some *remote period in the past*, without making disclosure of that fact; he might use a price that was not openly offered to the public, or that was *not maintained for a reasonable length of time*, but was immediately reduced.

(e) If the former price is set forth in the advertisement, *whether accompanied or not* by descriptive terminology such as “Regularly,” “Usually,” “Formerly,” etc., the advertiser should make certain that the former price is not a fictitious one. If the former price, or the amount or percentage of reduction, is not stated in the advertisement, as when the ad merely states, “Sale,” the advertiser must take care that the amount of reduction is not so insignificant as to be meaningless. It should be sufficiently large that the consumer, if he knew what it was, would believe that a genuine bargain or saving was being offered. An advertiser who claims that an item has been “Reduced to \$9.99,” when the former price was \$10, is misleading the consumer, who will understand the claim to mean that a much greater, and not merely nominal, reduction was being offered.

49. FTC regulations also prohibit false and misleading claims regarding the duration and expiration of sales, like those employed in the subject lines of Defendant’s emails. Indeed, retailers “should not offer an advance sale under circumstances where they do not in good faith expect to increase the price at a later date, or *make a ‘limited’ offer which, in fact, is not limited.*” 16 C.F.R. § 233.5.

D. Research Confirms That Time-Limited Discounts Influence Consumer Behavior and Perceptions of Value.

50. Studies and articles support the effectiveness of Defendant’s deceptive email scheme.

51. “By creating an impression of savings, the presence of a higher reference price enhances subjects’ perceived value and willingness to buy the product.”² Thus, “empirical studies

² Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or Deceptive?*, 11 J. Pub. Pol’y & Mktg. 52, 55 (Spring 1992).

1 indicate that, as discount size increases, consumers' perceptions of value and their willingness to
 2 buy the product increase, while their intention to search for a lower price decreases."³

3 52. "[R]eference prices are important cues consumers use when making the decision
 4 concerning how much they are willing to pay for the product."⁴ This study also concluded that
 5 "consumers are likely to be misled into a willingness to pay a higher price for a product simply
 6 because the product has a higher reference price."⁵

7 53. Additionally, as "considerable evidence" suggests, "consumers react to scarcity and
 8 divert their attention to information where they might miss opportunities."⁶

9 54. A study regarding the effect of the time-limited advertisement "10 Hours Only
 10 Super Sale" concluded that "[t]he willingness to buy was significantly higher" and "the attitude
 11 towards the deal was more favorable."⁷

12 55. An article explains that, in a test case, the addition of countdown timers increased
 13 conversion rates "from ~3.5% to ~10%."⁸

19 ³ *Id.* at 56.

20 ⁴ Jerry B. Gotlieb & Cyndy Thomas Fitzgerald, An Investigation Into the Effects of Advertised
 Reference Prices On the Price Consumers Are Willing To Pay For the Product, 6 J. of App'd Bus.
 Res. 1 (1990).

21 ⁵ *Id.*

22 ⁶ U.K. Competition & Mkts. Auth., *Online Choice Architecture—How Digital Design Can Harm
 Competition and Consumers* 26 (2022), <https://perma.cc/V848-7TVV/>

23 ⁷ See Aggarwal, P., *Use it or lose it: Purchase acceleration effects of time-limited promotions*,
 Journal of Consumer Behaviour (Sept. 17, 2002) at 399-401.

24 ⁸ See CXL, *How Creating a Sense of Urgency Increased Sales by 332%* (Feb. 28, 2023), at pp. 10-
 18, available at <https://cxl.com/blog/creating-urgency> (last visited May 26, 2026).

56. Another article explains: “We compared the performance to previous ‘big sale’ campaigns featuring a similar single-minded design, but without the countdown timer. The uplift was impressive showing . . . 400% higher conversion rate” with countdown timer.⁹

57. Thus, creating a false sense of urgency is a common way that online marketers manipulate consumer choice. 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.”¹⁰

58. False scarcity claims are psychologically effective and harm consumers by manipulating their decision-making to their detriment—and the seller’s benefit.

59. Accordingly, research confirms that deceptive discount advertising is intended to, and does, influence consumer behavior by artificially inflating consumer perceptions of an item’s value and causing consumers to spend money they otherwise would not have, purchase items they otherwise would not have, and/or purchase products from a specific retailer.

E. Plaintiff Cameron Crow

60. Plaintiff Crow visited a Michaels store in 2022 and signed up to receive. He did so while physically located in Yakima County, Washington. In so doing, he provided Defendant with his email address and Defendant collected his IP address.

61. Thus, since at least 2022, Defendant knew that Plaintiff Crow was a resident of Washington and that any emails sent to Plaintiff Crow would be sent to a Washington resident.

⁹ See Upland Software, *Dynamic email content leads to 400% increase in conversions for Black Friday email*, available at <https://uplandsoftware.com/adestra/resources/case-study/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/> (last visited May 26, 2026).

¹⁰ *Fed. Trade Comm’n, Bringing Dark Patterns to Light 22* (2022), <https://perma.cc/847M-EY69/>.

62. On information and belief, Plaintiff Crow received each of the emails listed in paragraphs 25 and 26 above. At minimum, Plaintiff Crow received the following emails, which are only representative examples.

- a. 5/25/2026: 🏃 DON'T MISS: 50% off Memorial Day Sale ends today.
- b. 5/23/2026: !!4 days only— 50% off your faves— Get'em before they're gone!!
- c. 5/23/2026: Hurry! Only 3 days left to save during our Memorial Day Sale.
- d. 5/22/2026: 50% off 🛒 4 days only 🛒 Sale starts TODAY!
- e. 3/21/2026: ⌚ Time's running out — final hours! Our Lowest Prices of the Season sale ends soon!
- f. 2/28/2026: ENDS TODAY: Score up to 50% off 🛒
- g. 11/15/2025: Final hours of The Great Big Tree Spree! 🌲 Have you found your tree yet?
- h. 9/21/2025: 🎆 FINAL HOURS: Our Lowest Prices of the Season sale ends today
- i. 6/16/2024: LAST CALL! Shop these best sellers at our Lowest Prices of the Season sale today.
- j. 9/24/2023: Last day of the sale 😬

63. Plaintiff Crow received Defendant's emails at issue while he was physically present in Washington.

64. Plaintiff Crow would have liked to receive truthful information from Defendant regarding its Products. However, due to Defendant's conduct, Plaintiff Crow cannot be certain

1 which emails from Defendant contain truthful information and which emails are spam with false
 2 and misleading information in subject lines designed to spur consumers into making a purchase.
 3 Thus, without a court order requiring Defendant to only send honest emails about sales, Plaintiff
 4 Crow cannot discern which emails are not false or misleading.

5 **F. No Adequate Remedy at Law.**

6 65. Plaintiff seeks an injunction. Plaintiff is permitted to seek an injunction because he
 7 has no adequate remedy at law. Legal remedies here are not adequate because they would not stop
 8 Defendant from continuing to transmit emails with false or misleading subject lines to Washington
 9 residents.

10 **V. CLASS ACTION ALLEGATIONS**

11 66. Plaintiff brings the asserted claims on behalf of the following proposed class (the
 12 “Class”) and subclasses:

13 All Washington residents who, during the Class Period and while present in
 14 Washington, received promotional emails from Defendant with subject lines
 15 either (i) advertising “% off” discounts; (ii) stating a sale, discount, or price
 16 would end at a specified date but the same sale, discount, or price was extended
 17 upon expiration; or (iii) stating a sale, discount, or price is time limited, ending,
 or tethered to a holiday or event, when Defendant reinstated the same or
 comparable sale, discount, or price for a longer time.

18 67. Plaintiff reserves the right to propose additional subclasses based on specific
 19 subcategories of emails and Class Members at class certification.

20 68. The Class Period is the time period beginning on the date established by the Court’s
 21 determination of any applicable statute of limitations and ending on the date a class certification
 22 order is entered in this action. Thus, the statute of limitations begins no later than the date four
 23 years before this Complaint is filed.

69. The following people are excluded from the proposed Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; and (3) Plaintiff's counsel and Defendant's counsel.

Numerosity

70. The proposed Class contains members so numerous that separate joinder of each member of the class is impractical. There are at least tens of thousands of Class Members in Washington.

71. Class Members can be identified through Defendant's electronic mailing lists, internal records, and public notice.

Predominance of Common Questions

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

- a. whether Defendant's email subject lines regarding purported discounts are false or misleading;
- b. whether Defendant's email subject lines violate CEMA;
- c. whether Defendant's email subject lines violate the CPA; and
- d. the greater of actual damages or statutory damages due to the Plaintiff and the proposed Class.

Typicality & Adequacy

73. Like members of the proposed Class, Plaintiff received emails from Defendant that contained false or misleading subject lines regarding discounts.

74. There are no conflicts of interest between Plaintiff and the Class.

Superiority

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

VI. CLAIMS

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

(By Plaintiff and the Class)

76. Plaintiff incorporates paragraphs 1-75 above.

77. Plaintiff brings this cause of action individually and on behalf of members of the Class.

78. 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).

79. Defendant is a “person” under CEMA. RCW 19.190.010(11).

80. As alleged more fully above, Defendant violated CEMA by initiating the transmission of commercial electronic mail messages that contained false or misleading information in the subject line to Plaintiff’s and Class Members’ electronic mail addresses.

81. Defendant sent these emails to Plaintiff and Class Members for the purpose of promoting the Products for sale.

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

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

4 84. Defendant's acts and omissions injured the Plaintiff and Class Members.

5 85. 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
7 absent the entry of permanent injunctive relief. Defendant's unlawful behavior is ongoing as of the
8 date of the filing of this pleading, so without the entry of a permanent injunction, Defendant's
9 unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, is likely to
10 reoccur.

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

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

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

15 87. Plaintiff incorporates paragraphs 1-75 above.

16 88. Plaintiff brings this cause of action individually and on behalf of members of the
17 Class.

18 89. Plaintiff and Class Members are "persons" within the meaning of the CPA. RCW
19 19.86.010(1).

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

23 91. A violation of CEMA is a per se violation of the CPA. RCW 19.190.030(1).

1 92. A violation of CEMA establishes all elements of the CPA as a matter of law. *Wright*
2 *v. Lyft*, 189 Wn. 2d 718 (2017).

3 93. As alleged more fully above, Defendant’s transmission of commercial electronic
4 messages to Plaintiff and Class Members that contained false or misleading information in the
5 subject line also violates the CPA because it constitutes unfair or deceptive practices that occur in
6 trade or commerce.

7 ***Unfair Acts or Practices***

8 94. As alleged in detail above, Defendant committed “unfair” acts by falsely stating in
9 email subject lines that it was offering a discount off the regular and former prices of its Products,
10 and that the discount was only available for a limited time, when none of this was true (or at
11 minimum was highly misleading).

12 95. The harm to Plaintiff and the Class greatly outweighs the public utility of
13 Defendant’s conduct. There is no public utility to misrepresenting whether the Products are
14 discounted and misrepresenting the duration of sales. Plaintiff and the Class’s injury was not
15 outweighed by any countervailing benefits to consumers or competition. Misleading consumers
16 only injures healthy competition and harms consumers.

17 ***Deceptive Acts or Practices***

18 96. As alleged in detail above, Defendant’s representations in email subject lines that
19 the Products were on sale, that the sale was limited in time, and that customers were receiving
20 substantial discounts, are deceptive.

21 97. Defendant’s representations were misleading to Plaintiff and other reasonable
22 recipients. Defendant knew, through the exercise of reasonable care, that these statements were
23 inaccurate and misleading.

VIII. PRAYER FOR RELIEF

104. Plaintiff seeks the following relief for themselves and the proposed Class:

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

[Counsel signatures to follow on next page.]

1 Date: June 8, 2026

/s/ Samuel J. Strauss

Samuel J. Strauss, WSBA No. #46971

Raina C. Borrelli (*pro hac vice* forthcoming)

STRAUSS BORRELLI PLLC

980 N. Michigan Avenue, Suite 1610

Chicago, IL 60611

Telephone: (872) 263-1100

Facsimile: (872) 263-1109

sam@straussborrelli.com

raina@straussborrelli.com

M. Anderson Berry, WSBA No. #63160

Brook E. Garberding, WSBA No. #37140

Gregory Haroutunian (*pro hac vice* forthcoming)

Brandon P. Jack (*pro hac vice* forthcoming)

EMERY REDDY, PC

600 Stewart Street, Suite 1100

Seattle, WA 98101

Telephone: (916) 823-6955

anderson@emeryreddy.com

brook@emeryreddy.com

gregory@emeryreddy.com

brandon@emeryreddy.com

Alexander E. Wolf (*pro hac vice* forthcoming)

MILBERG, PLLC

280 South Beverly Drive, PH

Beverly Hills, CA 90212

Telephone: (872) 365-7060

awolf@milberg.com

Counsel for Plaintiff

and the Putative Class