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KING COUNTY
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CASE #: 26-2-15886-0 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

BRYLEE DAVIDSON, individually and on behalf of all others similarly situated, *Plaintiff*, vs. BARKBOX, INC., *Defendant*.	Case No. **CLASS ACTION COMPLAINT** **JURY DEMAND**

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I. Summary of the Case.

1. Deceptive emails 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. The Washington Supreme Court recently held that, for emails that advertise sales or product discounts, CEMA prohibits subject lines that misrepresent the nature or duration of the sales. *Brown v. Old Navy* LLC, 4 Wn.3d 580 (Wash. 2025).

3. BarkBox sells monthly subscription boxes of dog toys, treats, and chews. BarkBox sends marketing emails to Washington residents on its mailing list. Its emails use false and misleading subject lines designed to deceive consumers about the exclusivity of its sales. For example, it routinely sends emails that falsely describe its sales as internal, employee discounts, when in truth the sales are intentionally blasted out to everyone on BarkBox's email list, and available to the general public on BarkBox's website.

4. These deceptive emails are material to consumers. They create a false sense that consumers are getting a special insider deal. This drives sales and profits. And this is why BarkBox sends these emails.

5. Plaintiff is a Washington resident who received BarkBox's deceptive emails. Plaintiff brings this class action for herself and other Washington residents who received deceptive emails.

II. Parties.

6. Plaintiff Brylee Davidson is domiciled in Vancouver, Washington.

7. The proposed Class includes residents of Washington.

8. Defendant BarkBox, Inc. is a Delaware corporation with its principal place of business in New York.

III. Jurisdiction and Venue.

9. 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

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jurisdiction under the Consumer Protection Act ("CPA"), RCW 19.86.090, and the Commercial Electronic Mail Act ("CEMA"), RCW 19.190.090, which give Washington Superior Courts jurisdiction over claims brought under the CPA and CEMA.

10. This Court has personal jurisdiction over Defendant under RCW 4.28.185. Defendant transacts business in Washington and the claims giving rise to this action arise from Defendant's transaction of business in this state and also 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 it has engaged in conduct in violation of the CPA that has had an impact in Washington.

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

IV. Facts.

A. Defendant's false and misleading emails.

12. BarkBox sells monthly subscription boxes of dog toys, treats, and chews (among other products). It sells these products through its website, www.bark.co.

13. BarkBox maintains a large marketing email list that includes Washington residents. It frequently sends marketing emails to this list.

14. Defendant sends false and misleading marketing emails that advertise purportedly internal use only, employee discounts. In truth, however, these sales are blasted out to everyone on BarkBox's email list and are available to the general public on BarkBox's website, not just BarkBox employees.

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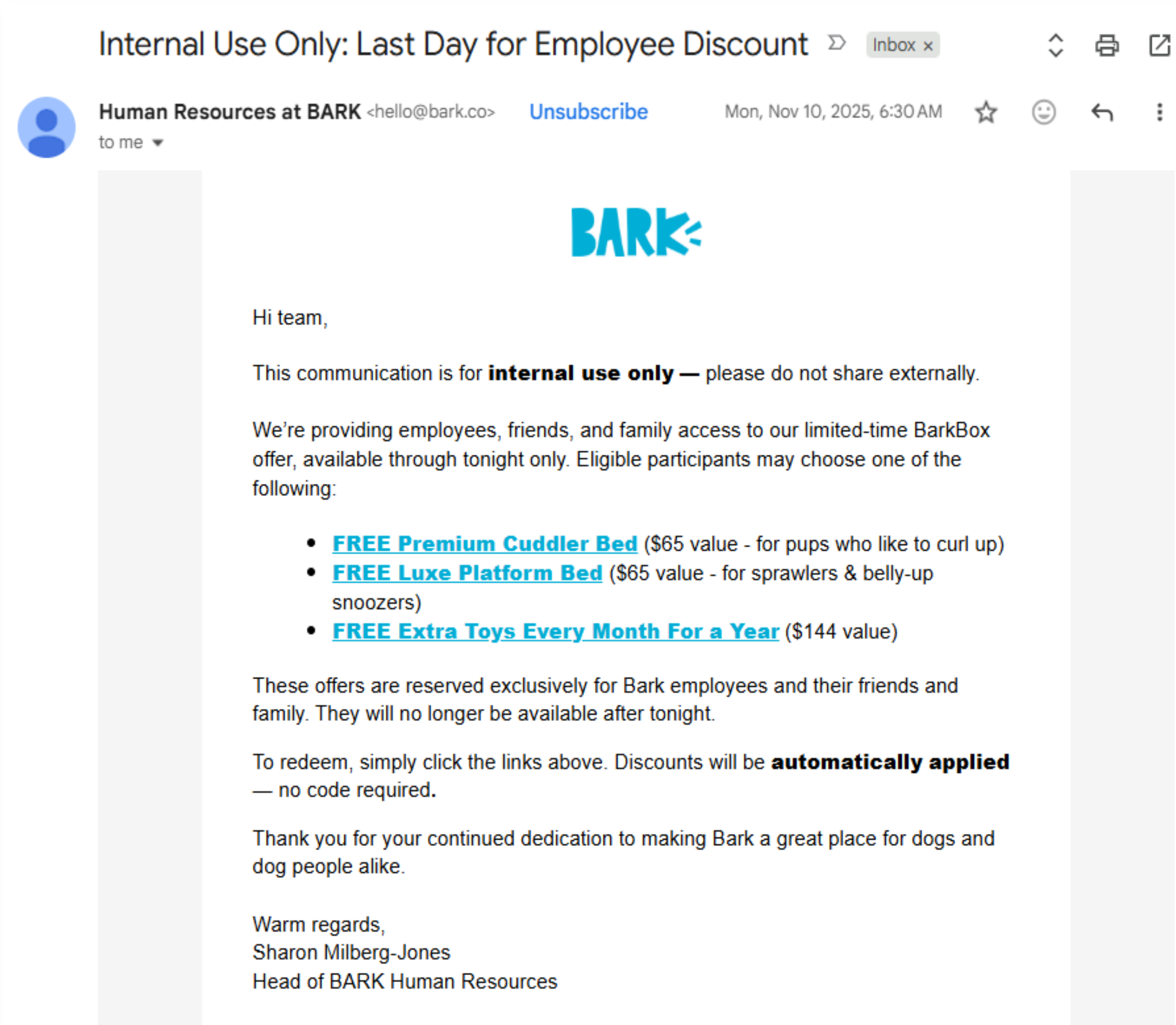
15. For example, on November 10, 2025, BarkBox sent the following email to its mailing list, with the subject line "Internal Use Only: Last Day for Employee Discount":



Internal Use Only: Last Day for Employee Discount Inbox ×

Human Resources at BARK <hello@bark.co> Unsubscribe Mon, Nov 10, 2025, 6:30 AM

to me

BARK

Hi team,

This communication is for **internal use only —** please do not share externally.

We're providing employees, friends, and family access to our limited-time BarkBox offer, available through tonight only. Eligible participants may choose one of the following:

- **FREE Premium Cuddler Bed** ($65 value - for pups who like to curl up)
- **FREE Luxe Platform Bed** ($65 value - for sprawlers & belly-up snoozers)
- **FREE Extra Toys Every Month For a Year** ($144 value)

These offers are reserved exclusively for Bark employees and their friends and family. They will no longer be available after tonight.

To redeem, simply click the links above. Discounts will be **automatically applied** — no code required.

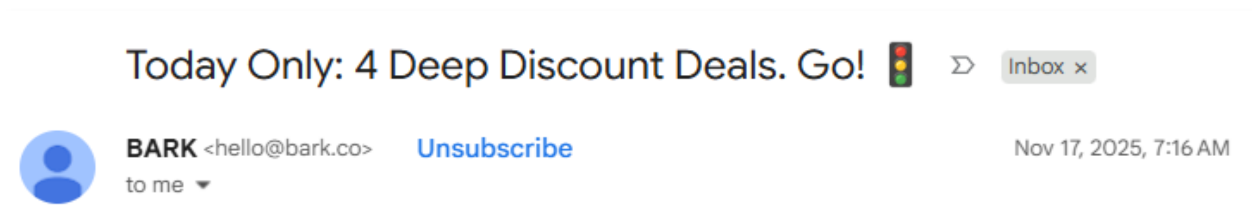
Thank you for your continued dedication to making Bark a great place for dogs and dog people alike.

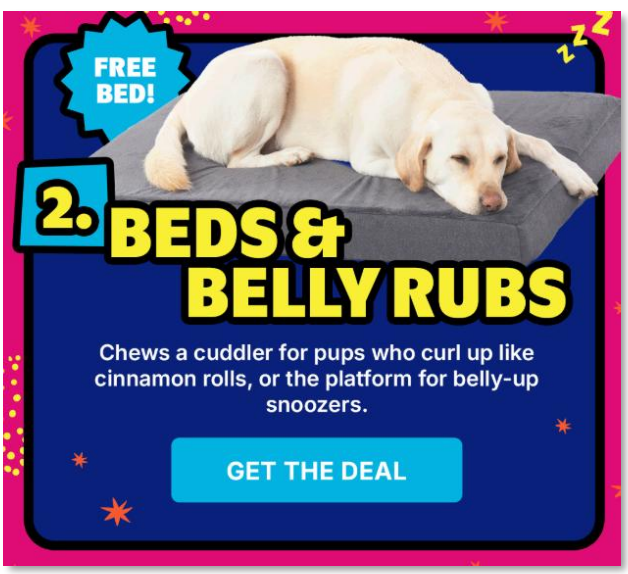
Warm regards,
Sharon Milberg-Jones
Head of BARK Human Resources

16. Everything about this email makes it look like it is advertising a special, internal discount available only to BarkBox employees. The sender was "Human Resources at BARK." The subject line was "Internal Use Only: Last Day for Employee Discount." The body of the email emphasized "for **internal use only –** please do not share externally," and said "[t]hese offers are reserved exclusively for Bark employees and their friends and family." It was signed by "Sharon Milberg-Jones, Head of BARK Human Resources."

17. Nearly everything about this email is fake (including the subject line). This was not an email from BarkBox HR; it was a marketing email sent to thousands of consumers. The advertised discounts were not for "Internal Use Only" and the offers were not "Employee Discount[s]" as the subject line said. Instead, the offered discounts were blasted out to BarkBox's entire email list and available to the public.

18. Nor was it really the "Last Day"—as the subject line said—to get the supposed internal discounts. And the discounts were not "no longer [] available after tonight." For example, a week later (on November 17), Defendant sent an email to consumers on its mailing list advertising "4 Deep Discount Deals" that were available "Today Only." And among the sales advertised in that email were the exact offers included in the November 10 "Internal Use Only" email—a free "cuddler" bed, a free "platform" bed, or free extra toys equating to a "$144 value":





19. So, it was not really the "[l]ast [d]ay" to get these offers on November 10.

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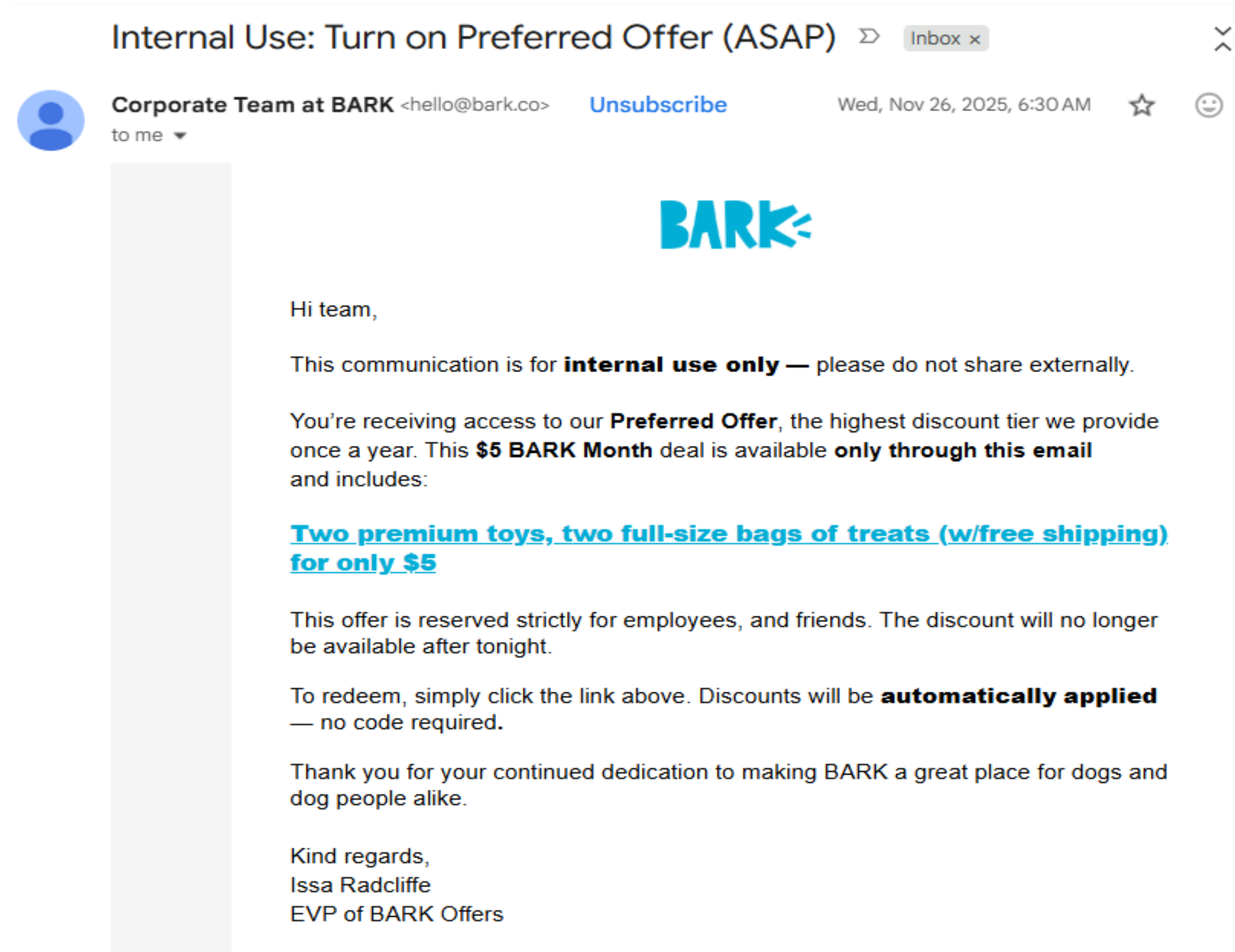
20. Plus, on November 26 (a few weeks later), BarkBox sent another email to its mailing list, with the subject line "Internal Use: Turn on Preferred Offer (ASAP)":



Internal Use: Turn on Preferred Offer (ASAP) Inbox ×

Corporate Team at BARK <hello@bark.co> Unsubscribe Wed, Nov 26, 2025, 6:30 AM

to me

BARK

Hi team,

This communication is for **internal use only** — please do not share externally.

You're receiving access to our **Preferred Offer**, the highest discount tier we provide once a year. This **$5 BARK Month** deal is available **only through this email** and includes:

Two premium toys, two full-size bags of treats (w/free shipping) for only $5

This offer is reserved strictly for employees, and friends. The discount will no longer be available after tonight.

To redeem, simply click the link above. Discounts will be **automatically applied** — no code required.

Thank you for your continued dedication to making BARK a great place for dogs and dog people alike.

Kind regards,
Issa Radcliffe
EVP of BARK Offers

21. Again, everything about this email was designed to make it look like consumers had accidentally received a special, employee discount. But it was not an internal, employee discount for "Internal Use" that was "reserved strictly for employees, and friends"—it was intentionally sent to BarkBox's entire marketing list, for external use by everyone on the email list.

22. This November 26 offer was a supposed increase in the purported employee offer that BarkBox had said had its "Last Day" in the November 10 email. So again, it was not really the last day of the offers on November 10.

23. The next day, on November 27, BarkBox sent another email, with the subject line "Internal Use: Preferred Offer Increase (Effective Now)":

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Internal Use: Preferred Offer Increase (Effective Now)

Corporate Team at BARK <hello@bark.co> Unsubscribe Thu, Nov 27, 2025, 6:32 AM
to me

BARK

Hi team,

For internal eyes only — not for external sharing.

We truly appreciate all your hard work throughout the year. As part of our once-a-year insider access, we're extending **three Preferred Offers** for you to choose from — each reflecting our highest discount tier and available **only through this email**:

- **Two premium toys, two full-size bags of treats (w/free shipping) for only $5**
- **Free Dog Bed — Choose a Cuddler or Platform bed, included with your first box.**
- **Free Extra Toy All Year — One bonus toy added to every monthly box for 12 months.**

These Preferred Offers are reserved exclusively for our internal team and will expire at the end of today

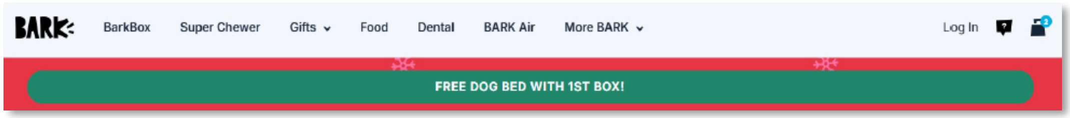
To redeem, simply click the link above. Discounts will be **automatically applied** — no code required.

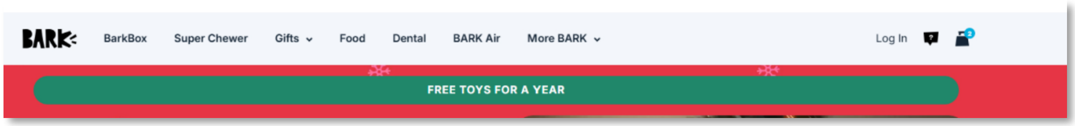
Thank you for your continued dedication to making BARK a great place for dogs and dog people alike.

Kind regards,
Issa Radcliffe
EVP of BARK Offers

24. Like the above emails, nearly everything about this email was deceptive (including the subject line). This was not an employee discount "reserved exclusively for [the] internal team" that was "not for external sharing"; it was intentionally sent to BarkBox's entire email marketing list.

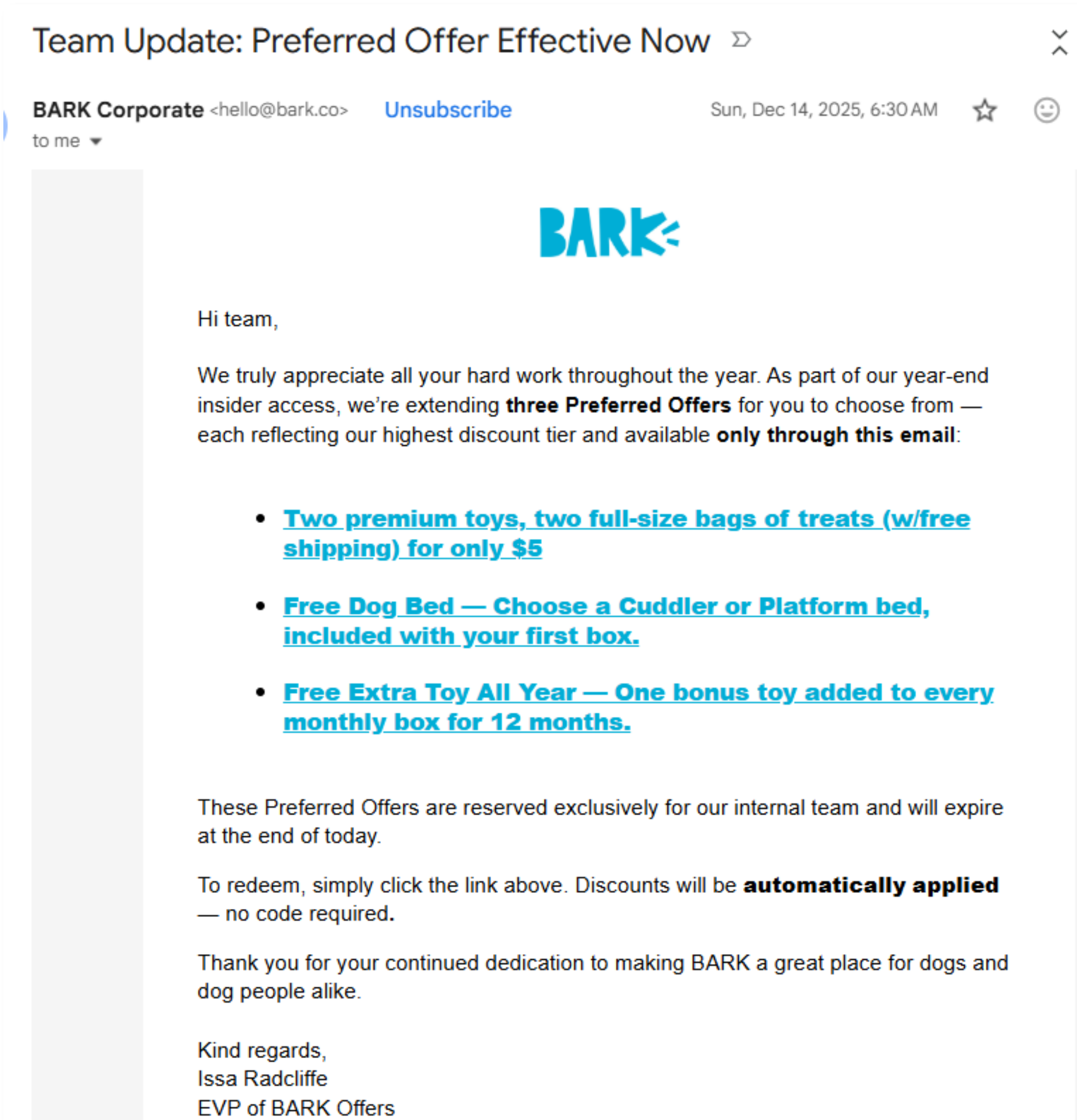
25. While BarkBox's emails claimed that these deals were for employees only, it was advertising the same deals to the general public on its website. For example, on December 6, 2025, the BarkBox website advertised the same free dog bed deal, and the same extra toys all year deal, that its emails were claiming were internal deals for employees only:





26. And Defendant continued to send more materially similar and deceptive emails. For example:

<u>December 14, 2025</u>



Team Update: Preferred Offer Effective Now

BARK Corporate <hello@bark.co> Unsubscribe Sun, Dec 14, 2025, 6:30 AM

to me

Hi team,

We truly appreciate all your hard work throughout the year. As part of our year-end insider access, we're extending **three Preferred Offers** for you to choose from — each reflecting our highest discount tier and available **only through this email**:

- **Two premium toys, two full-size bags of treats (w/free shipping) for only $5**
- **Free Dog Bed — Choose a Cuddler or Platform bed, included with your first box.**
- **Free Extra Toy All Year — One bonus toy added to every monthly box for 12 months.**

These Preferred Offers are reserved exclusively for our internal team and will expire at the end of today.

To redeem, simply click the link above. Discounts will be **automatically applied** — no code required.

Thank you for your continued dedication to making BARK a great place for dogs and dog people alike.

Kind regards,
Issa Radcliffe
EVP of BARK Offers

December 17, 2025

Internal Use: Preferred Offers Expanded Inbox ×

BARK Corporate <hello@bark.co> Unsubscribe Wed, Dec 17, 2025, 6:31 AM

to me

BARK

Hi team,

We sincerely appreciate your hard work throughout the year. As part of our year-end insider access, we're now extending four Preferred Offers to choose from—each representing our highest discount tier and available only through this email.

- **Two new premium toys, and two full-size bags of treats (w/free shipping) for only $5**
- **Free Dog Bed — Choose a Cuddler or Platform bed, included with your first box**
- **Free Extra Toy All Year — One bonus toy in your box every month for 12 months**
- **Two complimentary toys and two bags of treats added to your first box on the house, a total of four toys & treats**

These Preferred Offers are reserved exclusively for our insiders and will deactivate tonight. It's your last day to order, and receive it in time.

To redeem, simply click the link above. Discounts will be **automatically applied** — no code required.

Thank you for your continued dedication to making BARK a great place for dogs and dog people alike.

Happy Holidays,
Issa Radcliffe
EVP of BARK Offers

January 4, 2026

Internal Use: Invitation-Only Offers Active Inbox ×

Human Resources at BARK <hello@bark.co> Unsubscribe Sun, Jan 4, 6:30 AM
to me

BARK

Hi team,

This communication is for **internal use only —** please do not share externally.

As we kick off the year, we've introduced a set of **Preferred Offers** representing the highest discount tiers we make available. These offers are **accessible only through this email** and include the following options:

- **FREE Premium Cuddler Bed** ($65 value, for curl up cuddlers), **& free chews each month, all year.**
- **FREE Luxe Platform Bed** ($65 value, for sprawler snoozers), **& free chews each month, all year.**
- **FREE Extra Toy Every Month For a Year** ($144 value - one bonus toy added to every delivery)

These offers are reserved exclusively for Bark employees and their friends and family. They will no longer be available after tonight.

To redeem, simply click the links above. Discounts will be **automatically applied — no code required.**

Thank you for helping us kick off another great year and for making dogs' lives better every day with play, enrichment, and nourishment.

Warm regards,
Sharon Milberg-Jones
Head of BARK Human Resources

27. Each of these emails (including their subject lines) are deceptive for the same reasons as those discussed above. While they advertise "internal" use only discounts purportedly intended to reward employees for their "hard work throughout the year," they are, in truth, intentionally sent to all consumers on BarkBox's email list.

28. Plaintiff—a Washington resident—received a deceptive "internal use only" email from BarkBox. On March 8, 2026, Plaintiff (and other Washington consumers on BarkBox's list) received the following email:

Internal Use: Invitation-Only Offers Active

HR Human Resources at BARK <hello@bark.co>
To [redacted]

Reply | Reply All | Forward | ...

Sun 3/8/2026 6:31 AM

If there are problems with how this message is displayed, click here to view it in a web browser.

BARK

Hi team,
This communication is for **internal use only** — please do not share externally.
As we kick off March, we've introduced a set of **Preferred Offers** representing the highest discount tiers we make available. These offers are **accessible only through this email** and include the following options:

- FREE Premium Cuddler Bed ($65 value, for curl up cuddlers), **& free chews each month, all year.**
- FREE Luxe Platform Bed ($65 value, for sprawler snoozers), **& free chews each month, all year.**
- FREE Extra Toy Every Month For a Year ($144 value - one bonus toy added to every delivery)

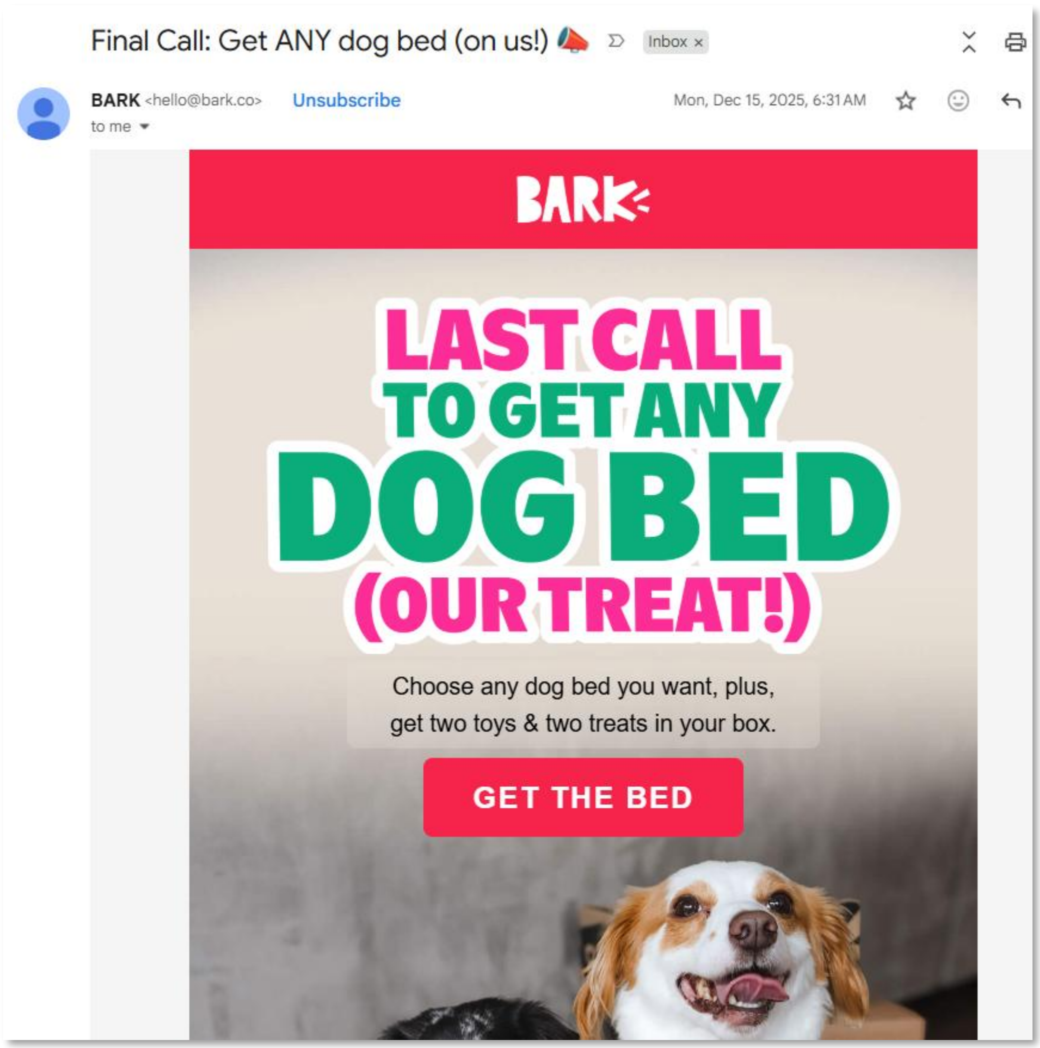
These offers are reserved exclusively for Bark employees and their friends and family. They will no longer be available after tonight.
To redeem, simply click the links above. Discounts will be **automatically applied — no code required.**
Thank you for helping us kick off another great year and for making dogs' lives better every day with play, enrichment, and nourishment.

Warm regards,
Sharon Milberg-Jones
Head of BARK Human Resources

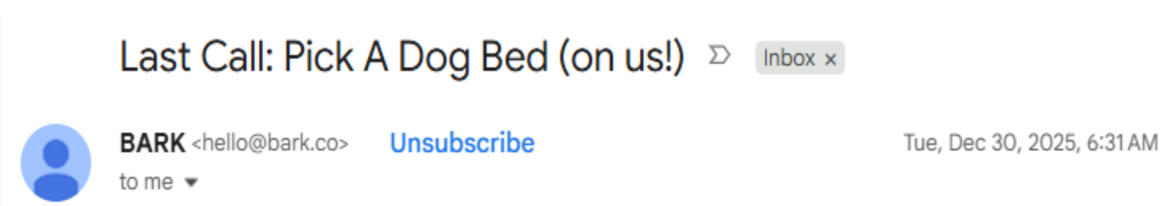
29. Like the emails discussed above, everything about this email (including the subject line) makes it look like it advertises special offers intended for "internal use" and available only to BarkBox employees and their friends. The sender was "Human Resources at BARK." The subject line was "Internal Use: Invitation-Only Offers Active." The body of the email emphasized "for **internal use only –** please do not share externally," and said "[t]hese offers are reserved exclusively for Bark employees and their friends and family." It was signed by "Sharon Milberg-Jones, Head of BARK Human Resources."

30. And again, nearly everything about this email is fake (including the subject line). This was not an email from BarkBox HR; it was a marketing email sent to many thousands of consumers. The advertised discounts were not exclusively for "Internal Use" and the offers were not "Invitation-Only" as the subject line said. Instead, the offered discounts were blasted out to BarkBox's entire email list and available to the public.

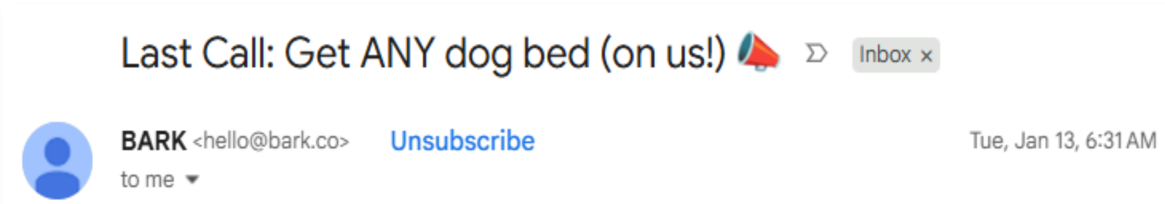
31. BarkBox sent Washington residents other, similar emails with deceptive time limits on its sales. For example, on December 15, 2025, BarkBox sent an email with the subject line "Final Call: Get ANY dog bed (on us!) []":



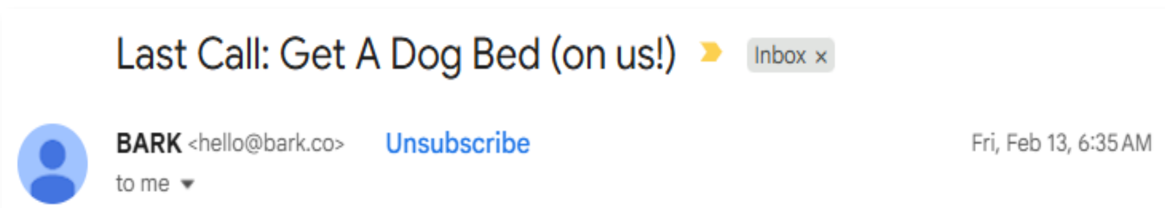
32. But it was not really the final call. On December 30, BarkBox sent another email with the subject line "Last Call: Pick a Dog Bed (on us!)":



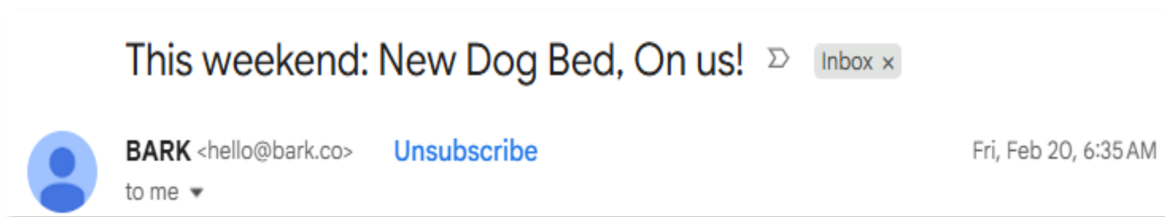
33. That was not really the last call either. On January 13, 2026, BarkBox sent an email with the subject line "Last Call: Get ANY dog bed (on us!) []":



34. That was, again, a fake time limit. On February 13, BarkBox sent another email with the subject line "Last Call: Get A Dog Bed (on us!)":



35. That was, yet again, a fake time limit. On February 20, BarkBox sent another email advertising the same free dog bed promotion:



36. So, the time limits on this sale that BarkBox repeatedly advertised in the subject lines of its emails were all false and deceptive.

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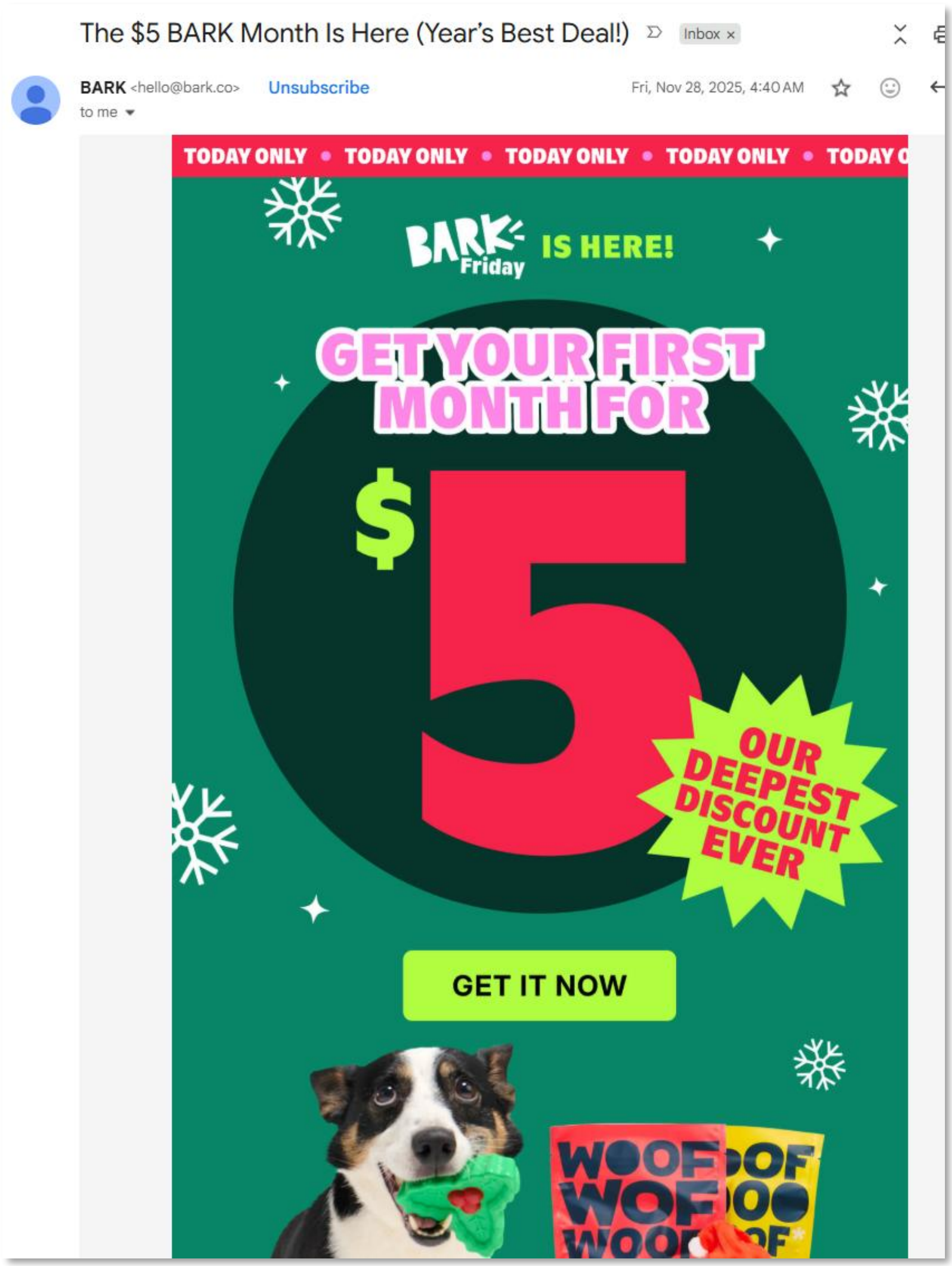
37. As another example, on November 28, 2025, BarkBox sent Washington residents an email with the subject line "The $5 BARK Month Is Here (Year's Best Deal!)," advertising a first month for $5. The body of the email also claimed that the offer was available "Today Only":



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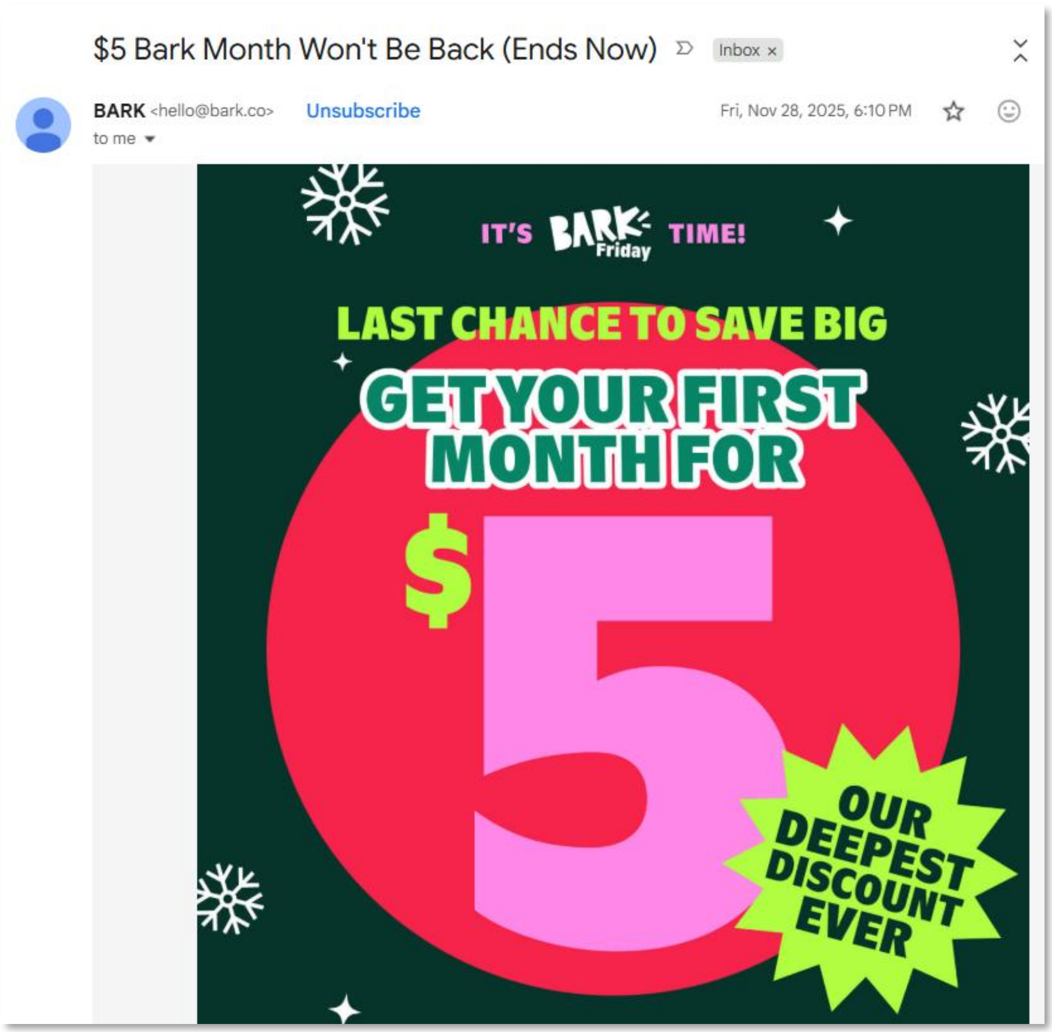
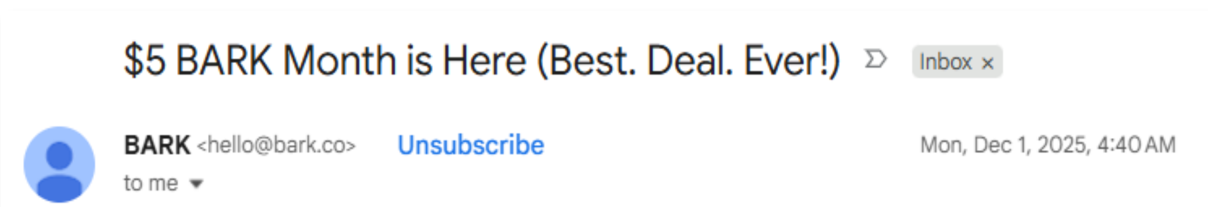
38. That same day, BarkBox sent Washington residents an email with the subject line "$5 Bark Month Won't Be Back (Ends Now)" advertising the same sale. The body of the email also emphasized that it was consumers' "last chance to save big":



39. But on December 1, BarkBox sent an email with the subject line "$5 BARK Month is Here (Best. Deal. Ever!)":



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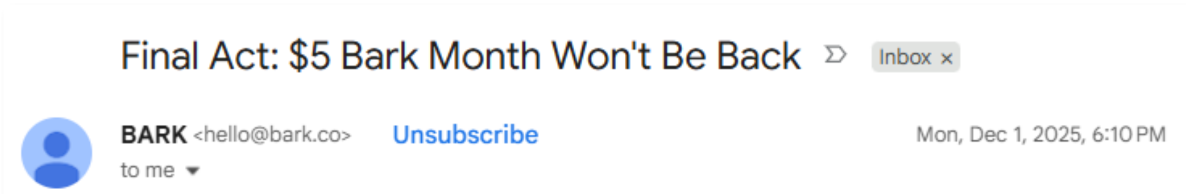
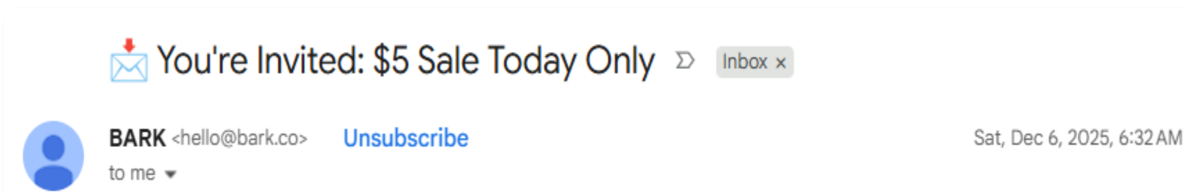
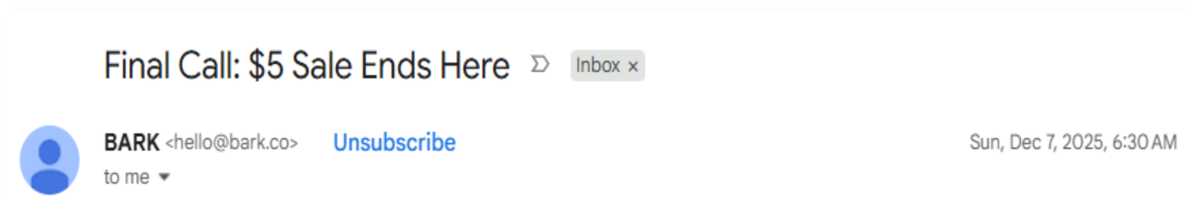
40. So, the same deal that was advertised as now "Here" in December, was the deal that supposedly "Ends Now" and "Won't Be Back" in November.

41. On December 1, BarkBox sent another email with the subject line "Final Act: $5 Bark Month Won't Be Back":

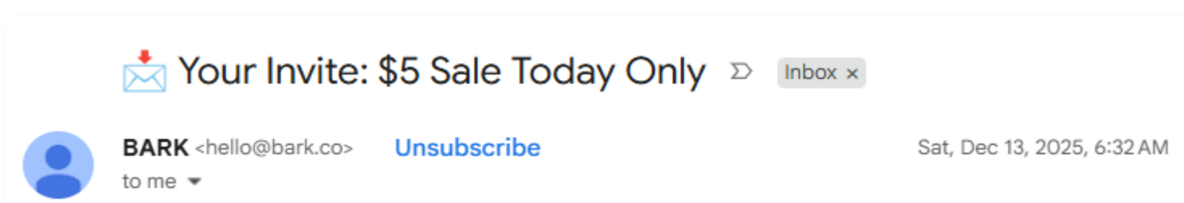


42. On December 6, BarkBox sent an email with the subject line "[] You're Invited: $5 Sale Today Only," and on December 7, BarkBox sent an email with the subject line "Final Call: $5 Sale Ends Here":





43. But it was not "Today Only" or the "Final Call," and it did not "End[] Here." On December 13, BarkBox sent an email with the subject line "[] Your Invite: $5 Sale Today Only":



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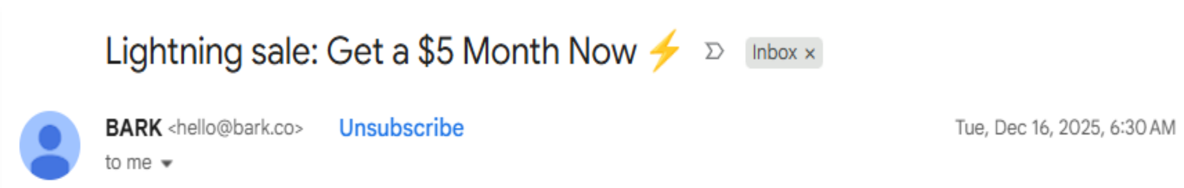
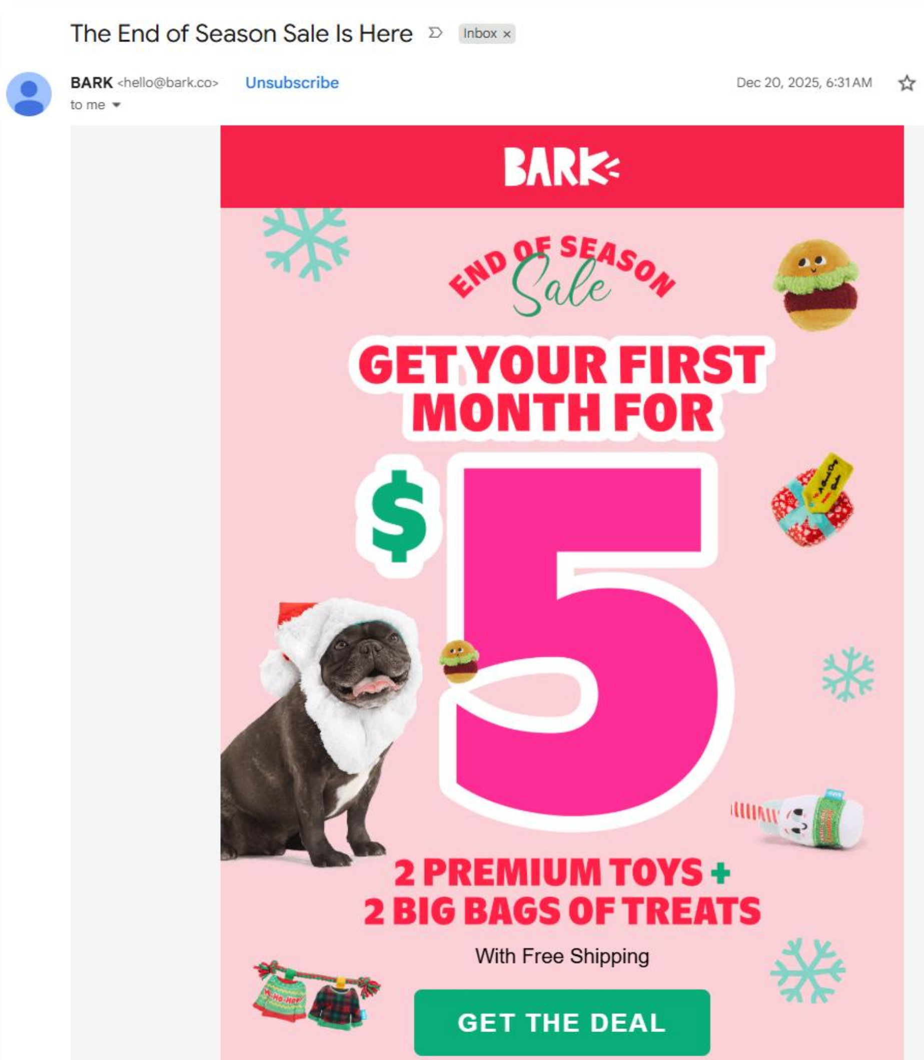
44. On December 16, BarkBox sent an email with the subject line "Lightning sale: Get a $5 Month Now []":



45. And on December 20, BarkBox sent an email with the subject line "The End of Season Sale Is Here" (advertising the same $5 for the first month deal):



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46. So, the time limits on this sale that BarkBox repeatedly advertised in the subject lines of its emails were all false and deceptive.

47. Defendant knows, or has reason to know, that it sends its emails containing false and misleading subject lines to Washington residents like Plaintiff. Defendant knows where recipients of its emails reside because (i) Defendant has physical addresses associated with recipients' accounts or orders; (ii) Defendant has access to data regarding the recipient including the recipient's state of residence, such as IP address tracking geolocation data; (iii) when customers visit Defendant's website to browse its products or sign up for emails, Defendant has access to information indicating their geographic location, including their IP address; or (iv) information regarding the residence of the recipient was available to Defendant upon request from the registrant of the internet domain name contained in the recipient's electronic mail address. So Defendant knows, or has reason to know, that some of its customers and recipients of its mailing list are Washington residents.

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

48. Defendant's false and misleading emails result in actual and substantial injury to consumers. They clog up inboxes and waste data space. They also violate Washington consumers' statutory right not to receive commercial emails that contain false or misleading subject lines, which the legislature has deemed to be a "matter[] vitally affecting the public interest." RCW 19.190.030(3). Violation of a right that vitally affects the public interest results in actual and substantial harm.

49. Defendant's emails are also deceptive and material to reasonable consumers.

50. Consumers care about receiving discounts. Receiving a good deal—a discount—is important to consumers, and material to consumer purchasing decisions.

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

52. Research confirms that discounts are important to consumers. "Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering

or are undecided on making a purchase."[1] And, "two-thirds of consumers have made a purchase they weren't originally planning to make solely based on finding a coupon or discount," while "80% [of consumers] said they feel encouraged to make a first-time purchase with a brand that is new to them if they found an offer or discount."[2]

53. Similarly, when consumers believe that an offer is expiring soon, the sense of urgency makes them more likely to buy a product.[3]

54. When reasonable consumers see BarkBox's employee discount emails, they think they are accidentally getting a special deal available exclusively to employees. This makes consumers more likely to open the emails, read the emails, and buy using the links in the emails. That is what the emails are designed to do, and it is why BarkBox sends them.

55. In sum, Defendant's emails make Washington consumers more likely to open the emails, read the emails, buy quickly, and be willing to pay more for BarkBox products. This increases demand, drives sales, allows Defendant to sell more than it otherwise could, and allows Defendant to charge more than it otherwise could. And none of this is an accident: that is the goal of BarkBox's deceptive marketing campaign.

56. Plaintiff was not, and putative Class members are not, aware that Defendant's email subject lines are false and misleading upon receipt. Reasonable consumers do not expect that Defendant is trying to trick them into thinking they are getting an employee discount.

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[1] Invesp, How Discounts Affect Online Consumer Buying Behavior (https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/)

[2] RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among Millennial Buyers (https://www.prnewswire.com/news-releases/retailmenotsurvey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennialbuyers-300635775.html)

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

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V. Class Action Allegations.

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

- all Washington residents who received promotional emails from BarkBox with subject lines advertising supposedly internal or time-limited sales or discounts on BarkBox products, within the governing statute of limitations.

58. 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 Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

Numerosity

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

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

Predominance of Common Questions

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

(1) whether Defendant's email subject lines are false or misleading;

(2) whether Defendant's email subject lines violate CEMA;

(3) whether Defendant's email subject lines violate the CPA;

(4) the greater of actual damages and statutory damages due to Plaintiff and the proposed Class.

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Typicality & Adequacy

62. Like members of the proposed Class, Plaintiff received emails from Defendant that contain false or misleading subject lines regarding Defendant's sales.

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

Superiority

64. 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: Washington's Commercial Electronic Mail Act (CEMA)

65. Plaintiff incorporates the facts alleged above.

66. Plaintiff brings this cause of action for herself and members of the Class.

67. BarkBox is a "person" under CEMA. RCW 19.190.010(11).

68. As alleged more fully above, BarkBox 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.

69. Defendant sent these emails to Plaintiff and Class members for the purpose of promoting BarkBox's products for sale.

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

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

72. Defendant's acts and omissions injured Plaintiff and Class members.

73. The balance of equities favors the entry of permanent injunctive relief against Defendant. Plaintiff, members of the Class, and the public will be irreparably harmed absent the entry of permanent injunctive relief against Defendant. A permanent injunction against Defendant is in the public interest. Defendant's unlawful behavior is ongoing as of the date of the filing of this pleading, so

without the entry of a permanent injunction, Defendant's unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

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

Count 2: Washington Consumer Protection Act (CPA)

75. Plaintiff incorporates the facts alleged above.

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

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

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

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

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

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

Unfair Acts or Practices

82. As alleged in detail above, Defendant committed "unfair" acts by sending emails with false and misleading subject lines.

83. The harm to Plaintiff and the Class greatly outweighs the public utility of Defendant's conduct. There is no public utility to misrepresenting the nature and availability of sales. Plaintiff's and the Class's injury was not outweighed by any countervailing benefits to consumers or competition. Misleading consumers only injures healthy competition and harms consumers.

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Deceptive Acts or Practices

84. As alleged in detail above, Defendant's representations in email subject lines are deceptive.

85. Defendant's representations were likely to deceive reasonable recipients. Defendant knew, or should have known through the exercise of reasonable care, that these statements were false and misleading.

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

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

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

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

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

VII. Jury Demand.

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

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VIII. Prayer for Relief.

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

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

Dated: May 13, 2026

Respectfully submitted,

By: */s/ Cody Hoesly*

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