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

MARIAH MEADE, on her own behalf and on behalf of others similarly situated, Plaintiff, v. APOLLO NEUROSCIENCE, INC., Defendant.	Case No.: ______________________ CLASS ACTION COMPLAINT JURY TRIAL DEMANDED

Plaintiff Mariah Meade, on her own behalf and on behalf of others similarly situated, on information and belief except to her own experiences and matters of public record, complains of Apollo Neuroscience, Inc. ("Defendant" or "Apollo Neuro"), 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

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Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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19.190.020(1)(b).

3. Defendant Apollo Neuro engages in the precise activity which CEMA prohibits.

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

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

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

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

II. JURISDICTION AND VENUE

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

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

III. PARTIES

10. Plaintiff Mariah Meade is a resident of Pierce County, Washington.

11. Defendant Apollo Neuroscience, Inc., is incorporated in Delaware with its principal address at 1942 Fifth Avenue, Pittsburgh, PA, 15219, and a registered agent in Delaware of

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TEL. 872.263.1100 • FAX 872.863.1109
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Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

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

IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

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

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

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

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

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

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

19. Even when bulk commercial email marketers are operating under color of consumer

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consent, the reality is that "[m]ost privacy consent"—especially under the "notice-and-choice" approach predominant in the United States—"is a fiction." Daniel J. Solove, *Murky Consent: An Approach to the Fictions of Consent in Privacy Law*, 104 Boston Univ. L. Rev. 593, 596 (2024).

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

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

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

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

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

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

26. CEMA's "truthfulness requirements" thereby advance the statute's aim of

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protecting consumers "from the problems associated with commercial bulk e-mail" while facilitating commerce "by eliminating fraud and deception." *Id.*

27. CEMA "mean[s] exactly what it says": in "broad" but "patently clear" language, CEMA unambiguously prohibits "sending Washington residents commercial e-mails that contain *any* false or misleading information in the subject lines of such e-mails." *Certification from U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash. 2025).

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

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

B. The subject lines of Apollo Neuro's marketing emails make false time scarcity claims.

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

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

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

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

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

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

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

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

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

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

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

41. Apollo Neuro sells wearable tech and advertises its products as producing better sleep, body resilience, and health tracking. The company's products are available at its website, www.apolloneuro.com.

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

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

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

45. This misleading marketing strategy allows Apollo Neuro to maximize sales during both the initial promotion, as well as the subsequent extension. While Apollo Neuro may present these extensions as though they are a favor or unexpected blessing to consumers, they are anything but. By deploying false time pressure with surprise extensions—which are only disclosed once the

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original promotion has ended— Apollo Neuro compels consumers to purchase quickly while withholding terms that consumers need so they can make informed buying decisions.

46. First, Apollo Neuro sends consumers marketing emails advertising a new promotion. For instance, on October 8, 2024, it transmitted an email with the subject line: "$65 off one Apollo or $200 off two Apollos[.]" The body of the email invited recipients to take $65.00 off one Apollo wearable product or $200.00 off two of the products. The email also clearly indicated that the opportunity would expire on October 9, 2024.

47. For the next step in its scheme, Apollo Neuro uses the subject lines of its follow-up emails to assert false time pressure on recipients. Such headlines urge consumers to purchase from Defendant's website by warning them that the offer is coming to an end.

48. Regarding the $65 off promotion, Apollo Neuro followed up on its October 8, 2024 email by pelting consumers' inboxes with an urgent warning. On October 9, 2024, it transmitted an email with the subject heading: "$Last chance to save $65 on an Apollo Wearable[.]" Within the email, text stated it was the "Last Chance to Shop Apollo's Big Deal Days!" Fine print at the bottom of the email indicated the promotion would end on October 9, 2024.

49. Despite this unambiguous deadline concerning the end of the $65.00 discount, the promotion did not conclude on October 9, 2024, as advertised in the subject line that Defendant sent consumers on that date. Instead of providing consumers with accurate terms, Apollo Neuro chose to tread a deceptive path, keeping email recipients in the dark regarding the sale's end date.

50. In the final stage of its scheme, Apollo Neuro extends the life of the promotion, proving the falsity of the deadline it first advertised. For the $65.00 off promotion, Apollo Neuro revealed that the promotion would not conclude on October 9, 2024, as originally advertised.

51. An email transmitted on October 11, 2024, was titled, "Big Deal Sale extended

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through Fri. Oct 11" and confirmed that the promotion would continue beyond the October 9 end date that Apollo Neuro communicated to consumers in its prior subject lines.

52. The October 11, 2024 email confirms the misleading nature of Apollo Neuro's October 9, 2024, subject heading. The company's $65.00 off offer didn't end on October 9, 2024. Instead, Apollo Neuro continued to offer the promotion the following day. The false deadline for the $65.00 off offer is simply one example and one element of Defendant's cohesive marketing strategy meant to compel consumers to purchase its merchandise by disseminating false information in the subject headings of its commercial emails.

53. Apollo Neuro continued its 2024 marketing campaigns with the same deceptive strategy.

54. On November 9, 2024, Apollo Neuro sent consumers a commercial email with the subject heading: "For a Limited Time: Apollo Rose for $299 - this weekend only!" The body of the email advertised the sale of Apollo Neuro's wearable tech for $50.00 off and stated the sale was limited to November 8-11.

55. The information in the subject heading of the November 9, 2024 email was false and misleading. The promotion was not ending that weekend.

56. On November 12, 2024, Apollo Neuro spammed consumers with another commercial email with the subject heading: "$50 Off Apollo Rose - Sale Extended!" The body of the email offered the same discount as before.

57. The subject heading of the November 12 email confirms the falsity of the November 9 email.

58. To the detriment of consumers, the November 9, 2024 subject line communicated a false end date. The $50.00 off promotion did not end that weekend, despite Apollo Neuro's

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warning to that effect. In truth, consumers had more than "this weekend only" to participate in the offer.

59. So, despite the unambiguous deadline that it communicated in its November 9, 2024, subject line, Apollo Neuro continued to offer the same promotion the day after the advertised end date.

60. By stuffing consumer inboxes with such misinformation, Apollo Neuro ensures that email recipients lack the accurate details needed to make educated buying decisions.

61. A similar offer from later in the year provides another instance where Apollo Neuro misled consumers about the availability of a promotion.

62. On November 15, 2024, Apollo Neuro sent another commercial email with the subject heading: "❄️ Flash Sale: Apollo Glacier for $299 - this weekend only! 🧊[.]" Upon information and belief, this is the same product as the Apollo Rose, but simply in a different color. The email offered $50.00 off pricing from November 15-17 on the Apollo Glacier.

63. But on November 18, 2024, Apollo Neuro sent another commercial email to consumers with the subject heading: "Sale Extended: $50 Off Apollo Glacier!"

64. The November 18, 2024 email confirms the falsity of the subject heading of the November 15, 2024 email. This is all part of a cohesive and organized marketing strategy to gin up consumer interest and create false time scarcity pressure to get consumers to buy now.

65. Later that year, on December 2, 2024, Apollo Neuro sent another commercial email to consumers with the subject heading: "25% off sitewide on Apollo for Cyber Monday!" The body of the email stated that the promotion was "today only" and advertised a 25% discount.

66. Later that same day, December 2, 2024, Apollo Neuro sent another commercial email that stated in its subject heading: "The clock is ticking on Apollo's 25% off sitewide sale…"

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The body of the email stated that the sale ended at midnight on December 2.

67. But the next day, December 3, 2024, Apollo Neuro sent another commercial email with the subject heading: “25% OFF EXTENDED!”

68. The body of the email even featured a strikethrough in the body showing that Monday had been crossed off in favor of Tuesday.

69. The December 3, 2024 email confirms the falsity of the subject heading of the December 2, 2024 email.

70. The December 2, 2024 email was designed to gin up urgency where there was none.

71. This was merely a misleading tactic designed to deceive consumers rather than a reliable fact about the opportunity to save on purchases.

72. This strategy continued the next year.

73. On January 2, 2025, Apollo Neuro sent a commercial email to consumers with the subject heading: “Limited Time Offer! Get 20% off your Apollo 2.0 Pre-order[.]”

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74. Then, on January 6, 2025, Apollo Neuro sent another commercial email with the subject heading: “Last chance for 20% off Apollo 2.0[.]”

75. Both of these emails created false time scarcity pressure to get consumers to buy quickly. But it was not the “last chance” for consumers to obtain this discount.

76. On January 9, 2025, Apollo Neuro sent another commercial email with the subject heading: “Only 10 days left to pre-order Apollo 2.0[.]”

77. The January 9, 2025 email confirms the falsity of the information that it was consumers’ “last chance” to obtain this promotion.

78. These subject lines are simply examples of a consistent and frequent pattern of misrepresentation that Apollo Neuro deploys against consumers.

79. As these examples demonstrate, Apollo Neuro is engaged in a scheme where it pressures consumers to purchase products from its website using subject lines which falsely represent the availability of its offers.

C. Apollo Neuro knows when it sends emails to Washington residents.

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

81. First, the sheer volume of email marketing that Apollo Neuro engages in put it on notice that Washington residents would receive its emails.

82. Second, Apollo Neuro may obtain location information tied to email addresses when consumers make purchases from Apollo Neuro through digital platforms, or otherwise self-report such information to Apollo Neuro.

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83. Third, Apollo Neuro may obtain location information tied to email addresses by tracking the IP addresses of devices used to open Apollo Neuro emails, which in turn can be correlated to physical location (as illustrated, for example, by the website https://whatismyipaddress.com/).

84. Fourth, Apollo Neuro may obtain location information tied to email addresses through the use of sophisticated marketing and analytics platforms. Specifically, to manage its email marketing campaigns, Apollo Neuro appears to use Klaviyo to manage its email marketing campaigns. Klaviyo informs Apollo Neuro where the recipients of its marketing emails are located using IP geolocation and other data extracted from recipients' interactions with Apollo Neuro, which Klaviyo tracks in detail.[1] Thus, this platform should allow Apollo Neuro to access a list of every email address that was sent a marketing email. It should also allow Apollo Neuro to determine who viewed the emails and who clicked on any links within them.

85. Fourth, Apollo Neuro may obtain location information tied to email addresses by purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax, which sell access to databases linking email addresses to physical locations, among other identifiers.

86. Fifth, Apollo Neuro may obtain location information tied to email addresses by using "identity resolution" services offered by companies such as LiveRamp, which can connect consumers' email addresses to their physical locations, among other identifiers.

87. Sixth, Apollo Neuro may obtain information that the recipients of its marketing

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[1] *See* "Understanding when and how Klaviyo sets a profile's location," Klaviyo (July 7, 2025) (describing "how a profile's location and timezone information are set and updated"), https://help.klaviyo.com/hc/en-us/articles/115005073907/; "Understanding profiles in Klaviyo," Klaviyo (Aug. 5, 2025) ("Each individual profile features an activity log to capture a timeline of their interactions with your business," including receiving emails, opening emails, and clicking links within emails.), https://help.klaviyo.com/hc/en-us/articles/115005247088/.

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emails are Washington residents because that information is available, upon request, from the registrant of the Internet domain names contained in the recipients' email addresses. *See* RCW 19.190.020(2).

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

D. Apollo Neuro violated Plaintiff's right under CEMA to be free from deceptive commercial emails.

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

90. For example, Plaintiff received the following emails from Apollo Neuro:

a. An email sent on October 9, 2024, titled: "Last chance to save $65 on an Apollo Wearable" This email contained a false or misleading subject line sent by Apollo Neuro.

b. An email sent on November 9, 2024, titled: "For a Limited Time: Apollo Rose for $299 - this weekend only!" This email contained a false or misleading subject line sent by Apollo Neuro.

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

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

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V. CLASS ALLEGATIONS

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

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

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

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

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

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

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

99. Plaintiff's claims are typical of the Class's because, among other reasons, Plaintiff

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and Class members share the same statutory rights under CEMA and the CPA, which Defendant violated in the same way by the uniform false or misleading marketing messages it sent to all putative members.

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

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

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

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

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VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

104. Plaintiff incorporates and realleges paragraphs 1-92 above.

105. 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).

106. Defendant is a "person" within the meaning of CEMA. RCW 19.190.010(11).

107. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transition of "commercial electronic mail messages" within the meaning of CEMA. RCW 19.190.010(2).

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

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

110. For Defendant's violation of CEMA, Plaintiff is entitled to all available relief,

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including an injunction against further violations.

Second Claim to Relief

Violation of the Consumer Protection Act, RCW 19.86.020

111. Plaintiff incorporates and realleges paragraphs 1–92 above.

112. The CPA provides that "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." RCW 19.86.020.

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

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

115. 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).

116. Defendant is a "person" within the meaning of CEMA. RCW 19.190.010(11).

117. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transition of "commercial electronic mail messages" within the meaning of CEMA. RCW 19.190.010(2).

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

119. Defendant initiated the transmission, conspired with another to initiate the

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Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
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transmission, or assisted the transmission of such messages that contained false or misleading information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

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

VII. JURY DEMAND

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

VIII. PRAYER FOR RELIEF

Plaintiff asks that the Court:

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

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

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

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

E. Order such further relief the Court finds appropriate.

[Counsel signatures to follow on next page.]

STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
straussborrelli.com

Date: June 3, 2026

/s/ Samuel J. Strauss
Samuel J. Strauss, WSBA No. #46971
Raina C. Borrelli*
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

Lynn A. Toops*
Natalie A. Lyons*
Ian R. Bensberg*
COHENMALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: (317) 636-6481
ltoops@cohenmalad.com
nlyons@cohenmalad.com
ibensberg@cohenmalad.com

J. Gerard Stranch, IV*
Michael C. Tackeff*
Andrew K. Murray*
STRANCH, JENNINGS & GARVEY, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
Telephone (615) 254-8801
gstranch@stranchlaw.com
mtackeff@stranchlaw.com
amurray@stranchlaw.com

Counsel for Plaintiff
and the Putative Class

*** Applications for admission**
***pro hac vice* forthcoming**