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PIERCE COUNTY CLERK
NO: 26-2-09185-0

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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,

vs.

PATTERN BEAUTY, LLC, d/b/a
PATTERN BEAUTY,

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 Defendant Pattern Beauty, LLC, d/b/a Pattern Beauty, (“Defendant” or “Pattern Beauty”) 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

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

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

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

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

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

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

22 24. CEMA thereby protects Washington consumers against the “harms resulting from

1 actions.” *Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1008 (W.D. Wash. 2019).

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

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

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

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

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

17 **B. The subject lines of Pattern Beauty’s marketing emails make false time**
18 **scarcity claims.**

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

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

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

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

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

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

20 36. Under time pressure, “consumers might take up an offer to minimise the uncertainty
21 of passing it up.” *Id.*

22 37. False time scarcity claims thus *harm consumers* by manipulatively distorting their

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

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

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

8 41. Pattern Beauty is a specialized, texture-focused haircare line that sells haircare
9 products, related accessories, and body creams. The company’s products are sold on its website,
10 patternbeauty.com, as well as through its retail partners nationwide website.

11 42. To advertise its products and encourage purchases from its stores and its website,
12 Pattern Beauty routinely sends spam emails to consumers. These emails are part of a calculated
13 marketing strategy that Defendant orchestrates in advance to maximize sales by distorting factual
14 information about the duration and availability of its promotions.

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

18 44. Pattern Beauty has tailored its marketing scheme to fit a number of offers, including
19 promotion extensions. In these examples, Pattern Beauty sends consumers emails to advertise an
20 offer, promotion, or sale. Then, it uses the subject lines of follow-up emails to present the
21 promotional pricing as a scarce or time-limited opportunity. This strategy commands consumers’
22 attention and pressures them to purchase from Pattern Beauty’s website or store. Finally, once the
23 originally advertised “deadline” has passed, Pattern Beauty extends the promotion to a new end
24

1 date.

2 45. This misleading marketing strategy allows Pattern Beauty to maximize sales during
3 both the initial promotion, as well as the subsequent extension. While Pattern Beauty may present
4 these extensions as though they are an act of kindness to consumers, they are not. By pairing false
5 time pressures with surprise extensions—which are only disclosed once the original promotion has
6 ended—Pattern Beauty compels consumers to purchase quickly while withholding material terms
7 necessary to make *informed* buying decisions. Pattern Beauty has engaged in this bait-and-switch
8 marketing tactic since at least 2024. Defendant’s “Flash Sale” provides an apt example of this
9 scheme at work.

10 46. First, Pattern Beauty sends consumers an email advertising a new promotion. It did
11 so on March 27, 2024, in an email titled: “🔥 Exclusive: Get 20% Off Sitewide* with VIP CODE:
12 20FORU[.]” Text within the message invited consumers to shop its website and to “[h]urry,
13 favorites will sell out.” Fine print at the bottom of the email further specifies the sale is only
14 available from “3/31/24 at 11:59pm PT.”

15 47. For its next step, Pattern Beauty uses the subject lines of its follow-up emails to
16 assert false time pressure on recipients. Such headings urge consumers to purchase from
17 Pattern Beauty by warning them that the offer is coming to an end.

18 48. Pattern Beauty did so regarding its “Flash Sale” on multiple occasions. The
19 calculated bombardment began on March 28, 2024, when Pattern Beauty transmitted an email with
20 the subject line reminding consumers of the sale: “Surprise! 20% Off + Free Gift[.]”

21 49. Then, as the advertised end date approached, Pattern Beauty layered on the pressure
22 tactics, imploring consumers to purchase quickly before the conclusion of the event. On

23 March 31, 2024, Defendant sent an email titled: “ENDS TONIGHT 🔥 20% OFF Sitewide with

1 VIP CODE: 20FORU[.]” Text within the email told consumers that “[t]he clock ⌚ is ticking....”
2 and to “[h]urry, this exclusive sale is almost over[.]”

3 50. This particular marketing strategy exploited by Pattern Beauty—frequently using
4 exclamation points and emojis in the subject lines of its emails—creates a heightened sense of
5 urgency while simultaneously signaling to consumers the promotion’s end is near.

6 51. Despite these repetitious and unambiguous warnings, March 31, 2024, was not the
7 expiration date for the supposed sale. It was not ending “tonight,” as Pattern Beauty stated in the
8 subject heading of its March 31 email.

9 52. For the final stage of its scheme, Pattern Beauty swaps the advertised deadline with
10 the real deadline, purporting to extend the life of the promotion. Pattern Beauty did this the very
11 next day, April 1, 2024, pronouncing the “extension” of the offer in an email titled: “April Fools!
12 SALE EXTENDED 🎉 Save 20% Sitewide*[.]” Text within the email confirms that the promotion
13 would continue through “4/01/24 at 11:59pm PT[.]” while simultaneously urging recipients to,
14 “Hurry, this sale really does end tonight.”

15 53. The April 1, 2024, email shows that the promotion would continue an additional
16 day beyond the deadline that Pattern Beauty previously, and explicitly, communicated to
17 consumers in the March 31 subject line.

18 54. Thus, less than 24 hours after warning consumers that the chance to shop the “Flash
19 Sale” was ending, Pattern Beauty extended the sale, thereby proving the falsity of the
20 March 31, 2024 subject line. Consumers in receipt of those emails were not at risk of missing the
21 offer because Pattern Beauty did not end the sale on that day as it originally advertised.

22 55. The false conclusion and the false time scarcity presented in the March 31 subject

1 a coordinated advertising scheme designed to drive consumers to Defendant’s website and,
2 ultimately, the checkout screen.

3 56. Rather than tone down its strategy of deception, Pattern Beauty persisted in its usual
4 scheme as recent as this year—extending and offering the same deal beyond a “deadline”
5 previously communicated to consumers.

6 57. Pattern Beauty redeployed this ruse in connection with another 2026 promotion,
7 yet again pairing a false deadline with a surprise extension.

8 58. On February 11, 2026, Defendant called consumers to action in an email with the
9 subject heading, “SALE STARTS NOW 🍀 Buy 2 Get 1 FREE !!💖[.]” Fine print within the
10 body of the email told consumers the sale would end on “2/16/2026 at 11:59pm PT.”

11 59. The following day, Pattern Beauty began spamming consumers with emails to drive
12 traffic to its website. On February 12, 2026, Pattern Beauty sent an email with the subject line,
13 “SITEWIDE! B2G1 Free is on 🍀[.]” reminding recipients to “SHOP NOW[.]”

14 60. Then, as the advertised end date approached, Pattern Beauty pressured consumers
15 to act quickly before the conclusion of the event. Defendant sent an email on February 14, 2026,
16 titled: “🍀 Don't Miss Out! Buy 2, Get 1 FREE!” Text within the email told consumers, “[o]ur
17 bestsellers are flying off the shelves —grab them while you can!” The following day, February 15,
18 2026, Defendant once again entered consumers’ inboxes in an email titled: “🕒 1 Day Left: Buy
19 2 Get 1 Free*[.]”
20

21 61. As is routine, Pattern Beauty continued to exert artificial time pressure, sending two
22 additional emails on February 16, 2026, titled: 🍀 LAST Day! Buy 2 Get 1 Free*” and “FINAL
23 HOURS! 🍀 Buy 2, Get 1 Free*[.]”

1 Free” sale despite Defendant’s representations to the contrary. The February 16, 2026, email
2 subject lines communicated a false deadline, as the promotion did not end on that date.

3 63. In an email sent on February 17, 2026, Pattern Beauty announced an “extension”
4 of the promotion, the email subject line bore: “SALE EXTENDED! Buy 2 Get 1 FREE!! ♡ [.]”

5 64. Like each iteration of this familiar scheme, the February 16, 2026 subject lines were
6 part of a coordinated marketing strategy intended to deceive consumers with false information
7 about the duration and availability of the promotion. Pattern Beauty used false or misleading
8 subject lines in its emails to motivate consumer action beyond what it believed truthful marketing
9 would produce.

10 65. By stuffing consumer inboxes with such misinformation, Pattern Beauty ensures
11 that email recipients lack the accurate details needed to make educated buying decisions.

12 66. In a twist on Pattern Beauty’s theme of false deadlines followed by pyrrhic
13 “extensions,” it engages in a pattern of telling consumers that a deal is ending one day—just before
14 its “starts” an identical promotion a few days later. Since at least 2022, Pattern Beauty has
15 implemented this approach.

16 67. One example came during Pattern Beauty’s “Labor Day Sale” where it offered
17 savings of “20% off Sitewide” beginning on September 2, 2022.

18 68. On September 3, 2022, Pattern Beauty transmitted an email to consumers with the
19 subject line: “20% Off Sitewide...Sign Us Up!” Text within the email pronounced the “Labor Day
20 Sale is ON now!”

21 69. True to form, on September 4, 2022, Pattern Beauty started badgering consumers
22 with insincere time pressure in an email titled: “bestsellers going FAST 20% OFF all
23

1 above, to increase the urgency in its email subject lines.

2 70. Carrying out the next stage of its scheme, on September 5, 2022, Pattern Beauty
3 sent two more emails bearing the subject lines, “20% Off Sitewide Sale Ends TODAY ⚡” and
4 “FINAL HOURS ⚡ 20% Off Sitewide!” The body of the emails, once again, expose
5 Pattern Beauty’s effort to manufacture time pressure, urging consumers not to “miss this chance
6 to save” because “times’s [sic] almost run out!”

7 71. Consistent with Defendant’s usual practice, consumers were not at risk of missing
8 out on the promotion and had ample time to secure the 20% discount.

9 72. Within four days of the September 5, 2022 emails, Pattern Beauty repurposed and
10 recycled a “new deal” that was, in all material respects, identical to the promotion it had just
11 purported to end a few days earlier. Defendant sent another email on September 9, 2022, titled:
12 “It’s Our 3rd BDAY | 20% Off 🎉 [.]”

13 73. So, the 20% off deal was not limited to September 5, 2022, as Pattern Beauty
14 conveyed to consumers in the email subject lines. Defendant would continue to make this identical
15 promotion available to consumers throughout “9/9/2022 [until] 11:59pm PT.”

16 74. Well versed in this trick, Pattern Beauty deployed the same tactics the following
17 year its annual “Labor Day Sale.” On September 1, 2023, it sent an email with the subject heading:
18 “🎉 20% OFF SITEWIDE Labor Day Sale starts now 🎉”

19 75. Then, as part of its cohesive marketing strategy of employing deceptive patterns to
20 create fake urgency around an invented deadline, Pattern Beauty sent an email on September 4,
21 2023, with the subject line: “Final Hours ⏰ 20% OFF SITEWIDE*[.]” The graphic contained
22 within the email conveyed an urgent warning—“[g]oing, going, gone”—and implored consumers
23 to “[h]urry! The sale ends at midnight!”

1 76. Yet, in a matter of days, Pattern Beauty returned to consumers' inboxes to advertise
2 the same discount opportunity. On September 9, 2023, it sent an email titled: "Celebrate Our
3 Birthday 🎂 20% OFF SITEWIDE* [,]" Within that email, European Wax Center advised that the
4 sitewide discount would be available until "September 9th at 11:59pm PT."

5 77. Thus, the September 9, 2023 email confirmed the misleading nature of the
6 September 4 subject line. The sitewide promotion was not in its "final hours" and the advertised
7 discount did not end on September 4 as the subject line warned.

8 78. Pairing false deadlines with offering an identical promotion a few days later with
9 is but one of several techniques that Pattern Beauty uses to carry out its deceptive marketing
10 strategy. In other instances, Pattern Beauty pressures consumers to buy quickly—because the
11 opportunity to receive a discount is coming to an end—only to advertise *even better* pricing shortly
12 thereafter. The discount promotion for its "Labor Day Sale" provides another relevant example.

13 79. On August 30, 2024, Pattern Beauty sent an email sent to consumers with the
14 subject line: "Enjoy 20% Off Sitewide . . . [,]" announcing the start of the promotion. Beginning
15 the following day and continuing thereafter, Defendant launched an email campaign that exerted
16 artificial time pressure on consumers.

17 80. On September 1, 2024, Pattern Beauty transmitted an email to consumers,
18 "Reminder: Save 20% Off Sitewide Today!" urging them to "[s]hop our special, limited-time sale,"
19 while asserting that the offer "ENDS SOON."

20 81. As if consumers needed further prompting within a matter of hours, on September
21 2, 2024, Pattern Beauty circulated yet another email with the subject line: "Reminder: Save 20%
22 Off Sitewide Today! 🎂 [,]" reiterating in the body of the email there were only "48 hours left . . ."

1 82. Then, on September 3, 2024, Defendant sent two emails with the subject heading:
2 “🏆 Go for Gold: Last Day To Save On Our Award-Winners!” and “🕒 Final Hours! 20% OFF
3 Sitewide*” Per usual, the latter email’s fine print repeated the end date announced in the subject
4 line: “Ends at midnight.”

5 83. In less than a weeks’ time, however, Pattern Beauty spammed consumers’ inboxes
6 to advertise an *even better* discount opportunity. On September 9, 2024, it sent an email titled: “🎉
7 25% OFF! Happy 5th Birthday, Pattern!”

8 84. Pattern Beauty misrepresented the availability of 20% off “deal,” all the while
9 knowing that, in short order, it would be offering a deal that included and exceeded 20% off.

10 85. Mere days after the “Labor Day Sale” purported deadline had passed,
11 Pattern Beauty introduced a superior offer. The time pressure leveraged in the September 3, 2024
12 subject line, therefore, was misleading as to the true availability of the deal.

13 86. Consumers in the market for Pattern Beauty’s merchandise would have been better
14 off if they disregarded the September 3, 2024 subject line, along with the false time pressures
15 contained therein. In doing so, they could obtain better pricing by waiting a few days to make a
16 purchase.

17 87. This scenario illustrates the harm consumers may suffer when retailers, like Pattern
18 Beauty, choose to withhold the truth. The false time scarcity created by Pattern Beauty might
19 compel a buyer to purchase from the website so they can obtain a 20% discount before the
20 promotion’s advertised ending. A buyer who believes she has more time for deliberation might
21 research other options or, at the very least, wait to receive an additional 5% off, instead of being
22 lured into a less favorable deal.

23 88. As the subject lines of these instances of Pattern Beauty’s marketing emails

1 demonstrate, Defendant is engaged in a scheme where it pressures consumers to purchase products
2 from its website by falsely representing the limited availability of its offers.

3 **C. Pattern Beauty knows when it sends emails to Washington residents.**

4 89. A sophisticated commercial enterprise, like Pattern Beauty, which is engaged in
5 persistent marketing through mass email campaigns across the United States, has several ways of
6 knowing where the recipients of its marketing emails are located. The means it employs are
7 peculiarly with its knowledge.

8 90. First, the sheer volume of email marketing that Pattern Beauty engages in put it on
9 notice that Washington residents would receive its emails.

10 91. Second, Pattern Beauty may obtain location information tied to email addresses
11 when consumers make purchases from Pattern Beauty through digital platforms, or otherwise self-
12 report such information to Pattern Beauty.

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

17 93. Fourth, Pattern Beauty may obtain location information tied to email addresses
18 through the use of sophisticated marketing and analytics platforms. Specifically, to manage its
19 email marketing campaigns, Pattern Beauty appears to use Klaviyo to manage its email marketing
20 campaigns. Klaviyo tells Pattern Beauty where the recipients of its marketing emails are located
21 using IP geolocation and other data extracted from recipients' interactions with Pattern Beauty,
22 which Klaviyo tracks in detail.¹

23

¹ See "Understanding when and how Klaviyo sets a profile's location." Klaviyo (July 7, 2025) (describing "how a

1 94. Fifth, Pattern Beauty may obtain location information tied to email addresses by
2 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
3 which sell access to databases linking email addresses to physical locations, among other
4 identifiers.

5 95. Sixth, Pattern Beauty may obtain location information tied to email addresses by
6 using “identity resolution” services offered by companies such as LiveRamp, which can connect
7 consumers’ email addresses to their physical locations, among other identifiers.

8 96. Seventh, Pattern Beauty may obtain information that the recipients of its marketing
9 emails are Washington residents because that information is available, upon request, from the
10 registrant of the Internet domain names contained in the recipients’ email addresses. *See*
11 *RCW 19.190.020(2)*.

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

15 **D. Pattern Beauty violated Plaintiff’s right under CEMA to be free from**
16 **deceptive commercial emails.**

17 98. Pattern Beauty has spammed Plaintiff with commercial emails whose subject lines
18 contain false or misleading statements in violation of her right to be free from such annoyance and
19 harassment under CEMA.

20 99. For example, Plaintiff has received emails as part of Pattern Beauty’s marketing
21 scheme described *supra*, ¶¶ 43–88, including the following emails:
22
23

1 a. An email sent on March 31, 2024, titled “ENDS TONIGHT 🛑 20% OFF
2 Sitewide with VIP CODE: 20FORU” described above at ¶¶ 49–55.

3 b. An email sent on September 3, 2024, titled “🏆 Go for Gold: Last Day To
4 Save On Our Award-Winners!” described above at ¶¶ 82–87.

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

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

8 **V. CLASS ALLEGATIONS**

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

11 All Washington residents who, during the Class Period, received a
12 commercial email sent by the Defendant, on behalf of the
13 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.

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

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

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

23 106. The Class is so numerous that joinder of all members is impracticable because the

1 Class is estimated to minimally contain thousands of members.

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

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

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

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

21 111. The questions of law or fact common to the members of the Class predominate over
22 any questions affecting only individual members, in that, among other ways, Defendant has
23 violated their rights under the same laws by the same conduct, and the only matters for individual

1 determination are the number of false or misleading emails received by each Class member and
2 that Class member's resulting damages.

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

7 **VI. CLAIMS TO RELIEF**

8 **First Claim to Relief**

9 **Violation of the Commercial Electronic Mail Act, RCW 19.190.020**

10 113. Plaintiff incorporates and realleges paragraphs 1–101 above.

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

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

17 116. Defendant initiated the transmission, conspired with another to initiate the
18 transmission, or assisted the transition of “commercial electronic mail messages” within the
19 meaning of CEMA. RCW 19.190.010(2).

20 117. Defendant initiated the transmission, conspired with another to initiate the
21 transmission, or assisted the transmission of such messages to electronic mail addresses that
22 Defendant knew, or had reason to know, were held by Washington residents, including because
23 Defendant knew that Plaintiff and putative members were Washington residents through
24

1 “information is available, upon request, from the registrant of the internet domain name contained
2 in the recipient’s electronic mail address”. RCW 19.190.020(b)(2).

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

6 119. For Defendant’s violation of CEMA, Plaintiff is entitled to all available relief,
7 including an injunction against further violations.

8 **Second Claim to Relief**

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

10 120. Plaintiff incorporates and realleges paragraphs 1–101 above.

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

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

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

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

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

23 126. Defendant initiated the transmission, conspired with another to initiate the

1 transmission, or assisted the transition of “commercial electronic mail messages” within the
2 meaning of CEMA. RCW 19.190.010(2).

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

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

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

12 VII. JURY DEMAND

13 130. Plaintiff will demand a jury trial by separate document in accordance with Local
14 Civil Rule 38(b)(1).

15 VIII. PRAYER FOR RELIEF

16 Plaintiff asks that the Court:

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

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

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

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

2
3 Date: June 9, 2026

/s/ Samuel J. Strauss

Samuel J. Strauss, WSBA No. 46971

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