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KING COUNTY
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CASE #: 26-2-18753-3 SEA

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

DIVYA GAUTAM, on her own behalf
and on behalf of others similarly situated,

Plaintiff,

v.

POSH PEANUT INC.,

Defendant.

Case No.: _____ SEA

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Divya Gautam, 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 Posh Peanut, Inc. ("Posh Peanut") 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

19.190.020(1)(b).

3. Posh Peanut engages in the precise activity which CEMA prohibits.

4. Posh Peanut 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, Posh Peanut falsely narrows the field—steering consumers away from shopping for better deals—to its own products that must be purchased *now*.

7. Plaintiff challenges Posh Peanut 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 King County under RCW 4.12.020(3) because Plaintiff's cause of action, or some part thereof, arose in King County.

10. Defendant sells its products in Washington through its website and in brick-and-mortar stores and is thus subject to personal jurisdiction in this court. *See, e.g., Ford Motor Co. v.*

1 *Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021).

2 **III. PARTIES**

3 11. Plaintiff Divya Gautam is a resident of King County, Washington.

4 12. Defendant Posh Peanut, Inc. is incorporated in California with its principal place of
5 business at 4300 San Fernando Rd., Glendale, California 91204.

6 **IV. FACTUAL ALLEGATIONS**

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

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

10 14. In 1998, the Legislature found that the “volume of commercial electronic mail” was
11 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,
12 § 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 **B. The subject lines of Posh Peanut’s marketing emails make false time scarcity**
16 **claims.**

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

22 31. The FTC has identified the “False Limited Time Message” as one example of false
23 time scarcity claims, in which the marketer creates “pressure to buy immediately by saying the
24 offer is good only for a limited time or that the deal ends soon—but without a deadline or with a

1 meaningless deadline that just resets when reached.” *Bringing Dark Patterns to Light*, *supra*
 2 para. 30, at 22.

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

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

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

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

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

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

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

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

3 40. These false time scarcity claims are a staple of Posh Peanut’s marketing scheme to
4 compel consumers to purchase its products.

5 41. Posh Peanut is a lifestyle and children’s apparel brand. It sells its products directly
6 through its website, www.poshpeanut.com, as well as through brick-and-mortar retailers in
7 Washington, including Nordstrom.

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

12 43. Unfortunately for those recipients, Posh Peanut regularly titles its emails with
13 urgent subject headings that do not reflect the true availability of the advertised deal. This strategy
14 is demonstrated in the examples discussed below.

15 44. Posh Peanut has tailored its approach to fit a number of offers, including promotion
16 extensions. In these examples, Posh Peanut sends consumers marketing emails to advertise an
17 offer, promotion, or sale. Then, it uses the subject lines of follow-up emails to present the
18 promotional pricing as a scarce or time-limited opportunity. This strategy commands consumers’
19 attention and pressures them to purchase Posh Peanut’s products. Finally, once the originally
20 advertised “deadline” has passed, Posh Peanut knowingly extends the same or a *better* promotion
21 to a new end date.

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

5 46. As an example of Posh Peanut’s marketing scheme, on May 24, 2026, Posh Peanut
6 sent consumers two mass emails with the subject lines, “Memorial Day Sale Ends Tomorrow ❤️”
7 and “👉 Up to 40% OFF Select Styles Ends Tonight!”. The next morning, on May 25, Posh Peanut
8 sent another email advertising the Memorial Day Sale, with the subject line, “👉 Final Call for
9 Up to 40% OFF Select Styles!”. The body of the May 25 email further emphasized that “The
10 Memorial Day Sale ends tonight at 11:59pm PST!”.

11 47. The subject lines of the May 24 and 25 emails were false or misleading. It was not
12 the “final call” for the Memorial Day Sale, as Posh Peanut knew and intended when it or its
13 contractors crafted this marketing campaign.

14 48. On the evening of May 25, just before the Memorial Day Sale was scheduled to
15 come to a close, Posh Peanut announced to consumers that the sale was extended, with an email
16 containing the subject line, “Final Hours: SALE EXTENDED ❤️💕💕”. The body of this email
17 explained that the sale was extended for another day, until “5/26 at 11:59 PST.”

18 49. Another example of Posh Peanut’s marketing scheme occurred on April 18, 2026,
19 when Posh Peanut sent consumers a mass email with the subject line, “Last Chance: Spring Sale
20 Ends Tonight”, offering “up to 40% off sitewide.”

21 50. The subject line of the April 18 email was false or misleading. It was not the “last
22 chance” for the 40% off discount, as Posh Peanut knew and intended when it or its contractors
23 crafted this marketing campaign.

51. The next day, on April 19, Posh Peanut announced to consumers, “FINAL HOURS
Up to 40% Off.”

52. As another example of Posh Peanut’s marketing scheme, on November 27, 2025, Posh Peanut sent consumers a mass email with the subject line, “FINAL CALL: 25% Off Disney Princess Dresses.” The body of this email further emphasized that the sale “ENDS TONIGHT!” and told consumers, “It’s your last chance to save 25% OFF Princess character dresses before they’re gone!”.

53. The subject line of the November 27 email was false or misleading. This was not the “final call” for a 25% discount, as Posh Peanut knew and intended when it or its contractors crafted this marketing campaign.

54. The next day, on November 28, Posh Peanut offered consumers a *superior* discount, with an email containing the subject line, “THIS ❤️ IS ❤️ BIG ❤️ 30% Off Sitewide!”.

55. As another example of Posh Peanut’s marketing scheme, on December 30, 2024, Posh Peanut sent consumers a mass email with the subject line, “🕒 Last Chance for Extra 40% Off!”

56. The subject line of the December 30 email was false or misleading. The wording implied that the sale would end that night when in fact the sale would last at least another day, as Posh Peanut knew and intended when it or its contractors crafted this marketing campaign.

57. The next day, December 31, Posh Peanut announced to consumers, “🌙 ✨ Final Hours for Extra 40% Off!”. Thus, the day prior was not the “Last Chance” for the 40% off sale, as Posh Peanut had represented on December 30.

58. As another example of Posh Peanut’s marketing scheme, on October 15, 2023, Posh Peanut sent consumers a mass email with the subject line, “Expiring Tonight: Your COUPON!”

1 🎃!” The body of the email explained that it was the “last chance for 15% off select Halloween
2 styles” and that the offer would be expiring that day.

3 59. The subject line of the October 15 email was false or misleading. It was not the last
4 day for consumers to receive a discount on select Halloween styles, as Posh Peanut knew and
5 intended when it or its contractors crafted this marketing campaign.

6 60. In fact, just two days later, on October 17, Posh Peanut informed consumers it was
7 offering a *superior* discount on Halloween style announcing, “30% OFF Halloween Collections!
8 🎃”. Again, this second offer *doubled* the discount offered only 2 days prior.

9 61. As another example of Posh Peanut’s marketing scheme, on November 27, 2023,
10 Posh Peanut sent consumers two mass emails with the subject lines, “🕒 Ends Tonight 🕒” and
11 “Final Hours 🕒”. Both emails advertised Posh Peanuts “buy more, save more” sale in which
12 consumers could receive a 20% discount if they spent up to \$199, a 30% discount if they spent
13 \$200+, and a 40% discount if they spent \$500+.

14 62. The subject lines of the November 27 emails were false or misleading. It was not
15 the “final hours” for customers to receive up to 40% off their purchase, as Posh Peanut knew and
16 intended when it or its contractors crafted this marketing campaign.

17 63. In fact, the very next day, on November 28, Posh Peanut announced that it was
18 offering 40% off sitewide with no minimum purchase necessary, under the heading, “SITEWIDE?
19 🎃”. Thus this offer was *superior* to the offer that ended the day before because it allowed
20 consumers to receive 40% off sitewide, regardless of the amount they spent.

21 64. As the subject lines of these examples of Posh Peanut’s marketing tactics
22 demonstrate, Posh Peanut is engaged in a scheme where it pressures consumers to purchase its
23 products by falsely representing the limited availability of its offers.
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1 65. This complicated and seemingly perpetual series of promotions, threatened
2 terminations, and renewals of the same or *better* offer is a strong indication that these promotions
3 do not reflect any underlying business realities of supply or demand. To the contrary, they are just
4 marketing tricks, components of preplanned, preconceived marketing strategies—all at consumers’
5 expense.

6 **C. Posh Peanut knows when it sends emails to Washington residents.**

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

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

14 68. Second, Posh Peanut may obtain location information tied to email addresses when
15 consumers purchase Posh Peanut’s products, or otherwise self-report such information to Posh
16 Peanut.

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

21 70. Fourth, Posh Peanut may obtain location information tied to email addresses by
22 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
23 which sell access to databases linking email addresses to physical locations, among other
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1 identifiers.

2 71. Fifth, Posh Peanut may obtain location information tied to email addresses by using
3 “identity resolution” services offered by companies such as LiveRamp, which can connect
4 consumers’ email addresses to their physical locations, among other identifiers.

5 72. Sixth, Posh Peanut may obtain information that the recipients of its marketing
6 emails are Washington residents because that information is available, upon request, from the
7 registrant of the Internet domain names contained in the recipients’ email addresses. *See* RCW
8 19.190.020(2).

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

12 **D. Posh Peanut violated Plaintiff’s right under CEMA to be free from deceptive**
13 **commercial emails.**

14 74. Posh Peanut has spammed Plaintiff Gautam, a Washington resident, with
15 commercial emails whose subject lines contain false or misleading statements in violation of her
16 right to be free from such annoyance and harassment under CEMA.

17 75. Gautam received, for example, the following emails from Posh Peanut, each of
18 which is false or misleading as discussed above, at a personal email address:

19 76. “ FINAL CALL: 25% Off Disney Princess Dresses” on November 27, 2025;

20 77. “Final Hours  ” on November 27, 2022; and

21 78. “ Ends Tonight  ” on November 27, 2022.

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

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

V. CLASS ALLEGATIONS

81. 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 Defendant, on behalf of Defendant, or with Defendant’s assistance, that contained messaging in the email subject line which misrepresented the facts of a sale, deal, or promotion.

82. 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.

83. 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.

84. 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.

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

86. 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,

1 RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

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

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

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

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

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

VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

92. Plaintiff incorporates and realleges paragraphs 1–91 above.

93. 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).

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

95. 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).

96. 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).

97. Defendant initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of such messages that contained false or misleading

1 information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

2 98. For Defendant's violation of CEMA, Plaintiff is entitled to all available relief,
3 including an injunction against further violations.

4 **Second Claim to Relief**

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

6 99. Plaintiff incorporates and realleges paragraphs 1–91 above.

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

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

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

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

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

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

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

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

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

8 **VII. JURY DEMAND**

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

11 **VIII. PRAYER FOR RELIEF**

12 Plaintiff asks that the Court:

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

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

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

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

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

21 *[Counsel signature to follow on next page.]*

1 Date: June 10, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

3 Samuel J. Strauss, WSBA No. #46971

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

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