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KING COUNTY
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CASE #: 26-2-26804-5 SEA

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

JENNIFER CARTER, on her own behalf and
on behalf of others similarly situated,

Plaintiff,

v.

RETAIL PHOENIX, LLC, d/b/a EXPRESS,

Defendant.

Case No.: _____ SEA

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Jennifer Carter ('Plaintiff_), 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 Retail Phoenix, LLC, d/b/a Express ('Express_ or 'Defendant_) 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

1 or misleading information in the subject line_ to the email address of a Washington resident. _ RCW
2 19.190.020(1)(b).

3 3. Express engages in the precise activity which CEMA prohibits.

4 4. Express spams Washington consumers, including Plaintiff, with commercial emails
5 featuring subject lines which employ various tactics to create a false sense of urgency in
6 consumers' minds' and to get to consumers' wallets.

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

10 6. Through its emails' deceptive time-sensitivity, Express falsely narrows the field'
11 steering consumers away from shopping for better deals' to its own products that must be
12 purchased now.

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

17 II. JURISDICTION AND VENUE

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

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

21 10. Defendant sells its products in Washington through its website and thus subject to
22 personal jurisdiction in this court. See, e.g., Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct., 592
23 U.S. 351 (2021).

III. PARTIES

11. Plaintiff Jennifer Carter is a resident of King County, Washington.

12. Defendant Retail Phoenix, LLC, is incorporated in Delaware and keeps its principal place of business at 1 Express Drive, Columbus, Ohio 43230.

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

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

4 20. Consumers therefore routinely 'consent_' to receive flurries of commercial emails
 5 which they did not meaningfully request and in which they have no genuine interest.

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

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

15 23. The Legislature presciently intended CEMA to 'provide some immediate relief_
 16 for these problems by prohibiting, among other things, commercial emails that 'contain untrue or
 17 misleading information in the subject line._ Laws of 1998, ch. 149, ĩ 1.

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

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

23 26. CEMA's 'truthfulness requirements_' thereby advance the statute's aim of
 24

1 protecting consumers `from the problems associated with commercial bulk e-mail_ while
2 facilitating commerce `by eliminating fraud and deception._ Id.

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

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

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

13 B. The subject lines of Express's marketing emails make false time scarcity
14 claims.

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

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

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.*

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

3 41. Express is primarily a retailer of clothing and accessories. It sells its products
4 directly to consumers at its physical locations and online on its website, www.express.com.

5 42. To advertise its products and encourage purchases, Express routinely sends spam
6 emails to consumers, including consumers in Washington. These emails are part of a calculated
7 marketing strategy that Express orchestrates in advance to maximize sales by distorting factual
8 information about the duration and availability of its promotions.

9 43. Unfortunately for those recipients, Express regularly titles its emails with urgent
10 subject headings that do not reflect the true availability of the advertised deal. This strategy is
11 demonstrated in the examples discussed below.

12 44. Express has tailored its approach to fit a number of offers, including promotion
13 extensions. In these examples, Express sends consumers marketing emails to advertise an offer,
14 promotion, or sale, using the subject lines of the promotional email and follow-up emails to present
15 the promotional pricing as a scarce or time-limited opportunity. This strategy commands
16 consumers' attention and pressures them to purchase Express's products immediately. Finally, once
17 the originally advertised 'deadline' has passed, Express knowingly extends the same promotion
18 to a new end date or does so constructively by replacing the promotion with a materially similar
19 one.

20 45. This misleading marketing strategy allows Express to maximize sales during both
21 the initial promotion, as well as the subsequent extension. While Express may present these
22 extensions as though they are a favor or unexpected blessing to consumers, they are anything but.
23 By deploying false time pressure with surprise 'extensions,' which are only disclosed once the
24

1 original promotion has ended' Express compels consumers to purchase quickly while
2 withholding terms that consumers need so they can make informed buying decisions.

3 46. As an example of Express's marketing scheme, on January 25, 2026, Express sent
4 consumers a mass email with the subject line, 'You've got ONE day! 40-70% off all sweaters.'
5 The contents of the email indicated the sale was up to 70% off all sweaters.

6 47. Express followed up the same email with two more in quick succession that same
7 day. The first at 3:07 PM with the subject line, 'OMG it's cold ❄️ 40-70% off EVERY SINGLE
8 SWEATER,' and the second at 8:22 PM with the subject line, 'BRRR ❄️ Final hours for 40-70%
9 off ALL SWEATERS.'

10 48. The subject lines of the January 25, 2026, emails were false or misleading as the
11 same deal was extended to include a 'bonus day,' which Express knew and intended when it or its
12 contractors crafted this marketing campaign.

13 49. On January 26, 2026, Express sent another email to consumers noting it was
14 offering the same '40-70% off ALL sweaters' promotion for a 'bonus day!'

15 50. As another example of this practice, on February 15, 2026, Express sent consumers
16 two mass emails about a new promotional sale, with the subject lines, 'TODAY ONLY! 70% off
17 markdowns,' and 'It's the final hours for 70% off markdowns.'

18 51. The subject lines of the February 15 emails were false or misleading as the sale was
19 not 'ONLY' available February 15, nor were the 'final hours' for consumers to shop this sale on
20 that day, as Express knew and intended when it or its contractors crafted this marketing campaign.

21 52. The next day, on February 16, 2026, Express sent two emails to consumers with the
22 subject lines, 'Surprise! 🎁 Bonus day for 70% off markdowns,' and then, 'Final hours FOR
23 REAL! 70% off markdowns,' extending the same sale that was previously advertised to end
24

February 15.

53. Express used the same deceptive tactics shortly thereafter to advertise a different 'flash sale.'

54. On April 5, 2026, Express spammed consumers with three mass emails with the subject lines, 'We rarely do this! TODAY ONLY: 40% OFF EVERYTHING | \$12+ DOORBUSTERS,' and then, 'This time, it's personal | 40% off picks for you,' and, finally, 'Final hours! 40% OFF EVERYTHING + EXTRA 10% for Insiders | \$12+ Doorbusters.'

55. The subject lines of the April 5 emails were false or misleading as the sale was not for 'TODAY ONLY' and it certainly was not the 'final hours' for consumers to shop this sale, as Express knew and intended when it or its contractors crafted this marketing campaign.

56. The next day, on April 6, 2026, Express emailed consumers with the subject line, '40% OFF EVERYTHING EXTENDED!,' extending the same sale that was previously advertised to end the day before.

57. These examples are part of a consistent pattern and practice of Express, where it sends emails with false and misleading subject lines to create a false sense of urgency to act by an artificial deadline to avoid missing out on 'limited time' promotions. The table below illustrates the pattern:

Email Date & Time	Email Subject Line	Promotion
05/02/2026 10:44 PM	Friends & Family Sale starts now! 30% OFF EVERYTHING	30% Off Everything
05/03/2026 10:58 AM	TODAY ONLY! 30% OFF EVERYTHING + EXTRA 15% OFF FOR INSIDERS	30% Off Everything + Extra 15% Off For Insiders
05/03/2026 8:11 PM	Hours left for Friends & Family Sale: 30% OFF + EXTRA 15% OFF	30% Off Everything + Extra 15% Off For Insiders

Email Date & Time	Email Subject Line	Promotion
05/04/2026 10:59 AM	Friends & Family EXTENDED! 30% off everything + extra 15% off for Insiders	30% Off Everything + Extra 15% Off For Insiders
06/25/2026 2:59 PM	FLASH SALE 20+ ALL DRESSES (NEW STYLES!)	\$20+ all dresses
06/25/2026 8:09 PM	Final hours for Flash Sale! 100s of NEW dresses from \$20	\$20+ all dresses
06/26/2026 11:02 AM	BONUS DAY! 100s of new styles \$20+ all dresses	\$20+ all dresses
07/09/2026 10:15 AM	\$5 Express Cash TODAY ONLY! BOGO FREE ALL DRESSES, JUMPSUITS & ROMPERS	BOGO Dresses, Jumpsuits, and Rompers, \$5 Express Cash
07/09/2026 8:08 PM	FINAL HOURS! BOGO FREE dresses, jumpsuits & rompers \$5 Express Cash	BOGO Dresses, Jumpsuits, and Rompers, \$5 Express Cash
07/10/2026 9:55 AM	BONUS DAY! Buy 1, get 1 FREE all dresses + \$5 Express Cash	BOGO Dresses, Jumpsuits, and Rompers, \$5 Express Cash
07/22/2026 11:04 AM	TODAY ONLY! WAREHOUSE SALE: Up to 85% off summer markdowns	Up to 85% off summer markdowns
07/22/2026 9:09 PM	Wave goodbye! Final hours for up to 85% OFF summer markdowns	Up to 85% off summer markdowns
07/23/2026 11:10 AM	How does a bonus day sound? UP TO 85% OFF SUMMER MARKDOWNS	Up to 85% off summer markdowns
07/28/2026 8:09 PM	LAST CHANCE: BOGO \$20 everything is ending fast + use \$5 Express Cash	BOGO \$20 everything
07/29/2026 11:19 AM	Hey, BONUS DAY! BOGO \$20 everything + \$5 Express Cash	BOGO \$20 everything
8/16/2026 10:57 AM	TODAY ONLY! 30% OFF EVERYTHING + EXTRA 15% OFF FOR INSIDERS	30% off everything
8/16/2026 7:54 PM	ENDING SOON: 30% off EVERYTHING + your extra 15%	30% off everything
8/17/2026 11:15 AM	Surprise! BONUS DAY 30% off everything + Insiders get an extra 15% off	30% off everything

C. Express knows when it sends emails to Washington residents.

58. A sophisticated commercial enterprise, like Express, which is engaged in persistent

1 marketing through mass email campaigns across the United States, has several ways of knowing
2 where the recipients of its marketing emails are located. The means it employs are peculiarly within
3 its knowledge.

4 59. First, the sheer volume of email marketing that Express employs puts it on notice
5 that Washington residents would receive its emails. Express sends voluminous emails, multiple
6 daily, to the many thousands (or millions) of individuals on its email list.

7 60. Second, Express may obtain location information tied to email addresses when
8 consumers purchase Express's products online or in-store, or otherwise self-report such
9 information to Express.

10 61. Third, Express may obtain location information tied to email addresses by tracking
11 the IP addresses of devices used to open Express's emails, which in turn can be correlated to
12 physical location (as illustrated, for example, by the website <https://whatismyipaddress.com/>).

13 62. Fourth, Express may obtain location information tied to email addresses by
14 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
15 which sell access to databases linking email addresses to physical locations, among other
16 identifiers.

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

20 64. Sixth, Express may obtain information that the recipients of its marketing emails
21 are Washington residents because that information is available, upon request, from the registrant
22 of the Internet domain names contained in the recipients' email addresses. See RCW
23 19.190.020(2).

65. It is thus all but certain 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. Express violated Plaintiff's right under CEMA to be free from deceptive commercial emails.

66. Express has spammed Plaintiff, a Washington resident and citizen, with commercial emails whose subject lines contain false or misleading statements in violation of her right to be free from such annoyance and harassment under CEMA.

67. Plaintiff Carter received false and deceptive marketing emails from Defendant that included false time scarcity claims, including the messages referenced in paragraphs 46-57, supra, and included in the above table.

68. The subject lines of these emails are false or misleading in violation of CEMA, as discussed in detail, supra.

69. The subject lines contained false statements of fact as to the 'duration or availability of a promotion.' Brown, 567 P.3d at 47.

V. CLASS ALLEGATIONS

70. 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.

71. 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

1 action may be assigned, as well as their immediate family members.

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

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

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

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

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

19 77. Plaintiff will fairly and adequately protect the Class's interests because, inter alia,
20 Plaintiff shares the Class's interest in avoiding unlawful false or misleading marketing; has no
21 interest adverse to the Class; and has retained competent counsel extensively experienced in
22 consumer protection and class action litigation.

23 78. Defendant has acted on grounds generally applicable to the Class, in that it engaged
24

1 in the uniform conduct of sending uniform commercial emails to Plaintiff and the Class, which
 2 violate CEMA and the CPA in the same way, and from which it may be enjoined as to Plaintiff and
 3 all Class members, thereby making appropriate final injunctive relief with respect to the Class as
 4 a whole.

5 79. The questions of law or fact common to the members of the Class predominate over
 6 any questions affecting only individual members, in that, inter alia, Defendant has violated their
 7 rights under the same laws by the same conduct, and the only matters for individual determination
 8 are the number of false or misleading emails received by each Class member and that Class
 9 member's resulting damages.

10 80. A class action is superior to other available methods for the fair and efficient
 11 adjudication of the controversy because, among other reasons, the claims at issue may be too small
 12 to justify individual litigation, class adjudication will create economies of time and scale, and
 13 management of this action as a class presents no special difficulties.

14 VI. CLAIMS TO RELIEF

15 First Claim to Relief

16 Violation of the Commercial Electronic Mail Act, RCW 19.190.020

17 81. Plaintiff incorporates and realleges paragraphs 1-80 above.

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

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

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

85. 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).

86. 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).

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

Second Claim to Relief

Violation of the Consumer Protection Act, RCW 19.86.020

88. Plaintiff incorporates and realleges paragraphs 1-80 above.

89. 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.

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

91. 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).

92. 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 ũ to an electronic mail address that the sender knows, or has reason to know, is held by a Washington resident that ũ [c]ontains false or misleading information in the subject line." RCW 19.190.020(1)(b).

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

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

95. 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.

96. 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).

97. 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; and costs of the suit, including a reasonable attorney's fee.

VII. JURY DEMAND

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

VIII. PRAYER FOR RELIEF

Plaintiff asks that the Court

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

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

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

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

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

9
10 Date: August 17, 2026

Respectfully submitted,

11 /s/ Samuel J. Strauss

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