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KING COUNTY
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CASE #: 26-2-21874-9 SEA

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

STEVE CHIN, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

GLASSES USA, INC., GLASSESUSA
FULFILLMENT CENTER INC., and
GLASSESUSA RETAIL, INC.,

Defendants.

NO.

CLASS ACTION COMPLAINT

I. SUMMARY OF THE CASE.

1. Deceptive emails plague consumers' inboxes. The Washington legislature, concerned with deception in emails, enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW 19.190, which, among other things, prohibits any person from sending a commercial email with a false or misleading subject line. RCW 19.190.020.

2. Defendants (collectively "GlassesUSA") are together one of the largest online eyewear retailers in the United States. GlassesUSA sends a high volume of marketing emails to Washington consumers on its email list.

3. GlassesUSA routinely sends marketing emails whose subject lines announce that a sale "ends" or "expires" that very night—for example, "**Sale ends at midnight**" and

1 “**FINAL HOURS.**” Each such email tells the recipient to act before a stated deadline to claim a
 2 discount and supplies a coupon code to be used at checkout. The deadline is a fiction. The
 3 coupon codes do not expire when the subject line says the sale ends. Instead, the same codes
 4 remain valid and accepted at checkout indefinitely—for months and even years after the
 5 “midnight” deadline has passed.

6 4. These subject lines were materially false and misleading. Each represented that a
 7 discount was about to disappear—that the sale would end at midnight or that the offer was in its
 8 “final hours”—when in fact the advertised discount remained available through the same
 9 coupon code long after the stated deadline. The false urgency was designed to induce
 10 reasonable consumers to believe they had to buy immediately or lose the deal.

11 5. Plaintiff Steve Chin is a Washington resident who received these deceptive
 12 emails from GlassesUSA. He brings this class action for himself and other Washington
 13 residents who received GlassesUSA’s emails bearing false or misleading deadline statements in
 14 their subject lines.

15 II. PARTIES.

16 6. Plaintiff Steve Chin is a resident and citizen of the State of Washington.

17 7. Defendant Glasses USA, Inc. is a Delaware Corporation with a mailing address
 18 at 954 Lexington Avenue, #573, New York, NY 10021. Defendant GlassesUSA Fulfillment
 19 Center Inc. is a Delaware Corporation with a mailing address at 954 Lexington Avenue, #573,
 20 New York, NY 10021. Defendant GlassesUSA Retail, Inc. is a Delaware corporation with a
 21 mailing address at 954 Lexington Avenue, #573, New York, NY 10021. These entities are
 22 referred to collectively as “GlassesUSA”. GlassesUSA operates the e-commerce website
 23 www.glassesusa.com and transacts business throughout the United States, including in
 24 Washington.

III. JURISDICTION AND VENUE.

1
2 8. This Court has subject matter jurisdiction under the Washington State
3 Constitution, which sets forth the jurisdiction of Washington Superior Courts. This Court also
4 has subject matter jurisdiction under the Consumer Protection Act (“CPA”), RCW 19.86.090,
5 and the Commercial Electronic Mail Act (“CEMA”), RCW 19.190.090, which give
6 Washington Superior Courts jurisdiction over claims brought under the CPA and CEMA.

7 9. This Court has personal jurisdiction over GlassesUSA under RCW 4.28.185.
8 GlassesUSA transacts business in Washington and the claims giving rise to this action arise
9 from GlassesUSA’s transaction of business in this state and also GlassesUSA’s purposeful
10 transmission of electronic mail messages to Washington residents. This Court also has personal
11 jurisdiction over GlassesUSA under RCW 19.86.160 because it has engaged in conduct in
12 violation of the CPA that has had an impact in Washington.

13 10. Venue is proper under RCW 4.12.025 because GlassesUSA transacts business in
14 King County by selling products to consumers living in King County and by sending
15 commercial electronic mail messages to residents of King County. A substantial part of the
16 events giving rise to this action—including GlassesUSA’s transmission of the deceptive emails
17 and the resulting injury to Washington consumers—occurred in King County.

IV. FACTS.

18
19 11. GlassesUSA sells prescription eyeglasses, sunglasses, and contact lenses directly
20 to consumers online, through its website www.glassesusa.com. It is one of the largest online
21 eyewear retailers in the United States, with annual sales estimated in the hundreds of millions
22 of dollars.

23 12. GlassesUSA maintains a large marketing email list that includes Washington
24 residents. It sends commercial email messages to this list frequently—often several times per
25 week—from the address promotions@promo.glassesusa.com.
26

1 13. A central feature of GlassesUSA’s email marketing is artificial urgency.
2 GlassesUSA repeatedly sends emails whose subject lines tell the recipient that a discount is
3 about to disappear. These subject lines announce, for example, that a sale “**ends at midnight**”
4 or “**ends TONIGHT**”; that the offer is in its “**FINAL HOURS**” or “**FINAL CALL**”; or that a
5 “**mystery offer... [e]xpires at midnight.**”

6 14. Each of these emails communicates a deadline. The subject line states or
7 strongly implies that the advertised savings will end that night, and the body of the email
8 directs the recipient to use a specified coupon code at checkout in order to claim the discount
9 before it expires.

10 15. The deadlines are false. The coupon codes GlassesUSA provides do not expire
11 when the subject line says the sale ends. To the contrary, the same coupon codes remain active
12 and are accepted at checkout on www.glassesusa.com long after the announced “midnight”
13 deadline—for weeks, for months, and even for years afterward.

14 16. This is demonstrated by GlassesUSA’s own emails. The very same coupon
15 codes appear again and again across emails sent weeks and months apart, each of which
16 separately represents that the sale is ending that night. For example, the code “**EMAILVIP50**”
17 (50% off frames) was distributed in GlassesUSA emails announcing a midnight or “tonight”
18 deadline on at least March 31, April 10, April 17, May 1, August 21, August 28, August 31,
19 and December 1, 2024. The code “**LENSES60**” (60% off lenses) was likewise distributed in
20 “ends at midnight” emails on at least March 31, April 24, May 15, May 20, May 27, May 28,
21 August 14, August 28, November 6, and November 21, 2024. The code “**DESIGNER40**”
22 appeared in such emails from April through December 2024.

23 17. A coupon code that is honored at checkout in December cannot have expired at
24 midnight the previous March. The recurrence of the same codes across numerous emails—each
25 of which told the recipient the sale was about to end—shows that the announced deadlines were
26

1 false when made. There was no genuine deadline; the “sale” that each email said was ending
2 never ended, because the same discount remained available through the same code.

3 18. Indeed, each of these codes listed above continue to work on the GlassesUSA
4 website to this day.

5 19. GlassesUSA’s falsity does not depend on any later “extension” of a sale or on
6 any consumer’s subjective interpretation of a subject line. The codes themselves—drafted,
7 distributed, and honored by GlassesUSA—establish that the represented deadlines were untrue.
8 GlassesUSA knew or had reason to know that the codes it distributed did not expire as
9 represented, because GlassesUSA itself created the codes, set (or declined to set) their
10 expiration parameters, and continued to accept them at checkout.

11 20. The following is a non-exhaustive, illustrative sample of GlassesUSA emails
12 received by Plaintiff that bear a false or misleading deadline in the subject line, together with
13 the coupon code(s) distributed in each email—codes that remained valid after the stated
14 deadline:

No.	Date Sent	Subject Line	Coupon Code(s) Provided
1	3/31/2024	Happy Easter Sale – Up to 70% off ends TONIGHT	EMAILVIP50, LENSES60, BOGOFREE
2	3/31/2024	FINAL CALL – 50% OFF Easter Sale ends at midnight!	EMAILVIP50, DESIGNER25, BOGOFREE
3	4/10/2024	ENDS MIDNIGHT – EXTRA savings event is almost over!	EMAILVIP50, ENTIRE40, CONTACTSNEW30, MULTI150, MULTI75, MULTI50, XTRA10, BOGOFREE
4	4/17/2024	Sale ends at midnight – Mid-month savings are almost over!	EMAILVIP50, DESIGNER40, MULTI150, MULTI75, MULTI50
5	4/23/2024	ONLY UNTIL MIDNIGHT, Steven – Save 40% off your order	ENTIRE40, CONTACTSNEW30, BOGOFREE
6	4/24/2024	Steven, your mystery offer is inside! Expires at midnight	LENSES60, MULTI150, MULTI75, MULTI50, BOGOFREE
7	5/1/2024	Final call, Steven – The May Must-Have SALE ends at midnight!	EMAILVIP50, DESIGNER25, BOGOFREE

No.	Date Sent	Subject Line	Coupon Code(s) Provided
8	5/15/2024	ENDS MIDNIGHT – Our mega mid-month sale is almost over!	LENSES60, DESIGNER40
9	5/20/2024	This Super Sale ends at midnight	LENSES60, DESIGNER40, CONTACTSNEW30, MULTII50, MULTI75, MULTI50
10	5/27/2024	FINAL HOURS – Memorial Day deals end at midnight!	LENSES60, CONTACTSNEW30, MEMORIAL50, ICON30, BOGOFREE
11	5/28/2024	Memorial Day deals EXTENDED until midnight!	LENSES60, ENTIRE40
12	8/14/2024	SALE ENDS MIDNIGHT – Up to 70% off for National Eye Exam Month	LENSES60, DESIGNER25, SAVE100, SAVE50, SAVE25
13	8/21/2024	Final hours – End-of-Summer Sale is over at midnight!	EMAILVIP50, DESIGNER40, BOGOFREE
14	8/28/2024	Steven, your mystery offer is inside! Expires at midnight	EMAILVIP50, LENSES60, DESIGNER40
15	8/31/2024	Labor Day Weekend Sale IS ON – Offer ends midnight	EMAILVIP50, PROG50
16	11/6/2024	ENDS MIDNIGHT – Black Friday Early Bird deals are almost over	LENSES60, SAVE100, BOGOFREE
17	11/21/2024	BLACK FRIDAY BUNDLE BONANZA – Ends @ midnight!	LENSES60, DESIGNER40, CONTACTS100, SAVE100, SAVE50, SAVE25, PROG50
18	11/30/2024	Final call, Steven – Black Friday sale ends at midnight	SAVE100, SAVE50, SAVE25, BLACK50, ICONICDEAL
19	12/1/2024	FINAL HOURS – Extended Black Friday deals end at midnight	EMAILVIP50, DESIGNER40, ENTIRE40

21. Each email identified above is a separate commercial electronic mail message that contained false or misleading information in its subject line. On information and belief, the codes listed above remained valid and accepted at www.glassesusa.com after the deadline stated in the corresponding subject line, and many remained valid for months or years afterward.

22. Indeed, coupon codes pulled from GlassesUSA emails sent years earlier remain accepted at checkout today. The “sale” each email announced as ending has, in practical effect, never ended.

23. Plaintiff Steve Chin is a Washington resident who was a subscriber to GlassesUSA's marketing email list. Plaintiff received each of the emails identified above, along with numerous other GlassesUSA emails bearing false or misleading deadline statements in their subject lines, at his email address.

24. Each of these emails conveyed to Plaintiff the false impression that he had to act before a stated deadline to obtain the advertised discount, when in fact the discount remained available through the same coupon code well after the deadline passed. Plaintiff received these commercial emails containing false or misleading subject lines in violation of his statutory right under CEMA.

25. GlassesUSA's transmission of these emails caused actual and substantial injury to Plaintiff and Class members. It violated Washington consumers' statutory right not to receive commercial emails that contain false or misleading information in the subject line, which the Washington Legislature has deemed a "matter[] vitally affecting the public interest." RCW 19.190.030. Violation of a right that vitally affects the public interest results in actual and substantial harm.

26. GlassesUSA knows, or has reason to know, that it sent these emails to Washington residents. GlassesUSA knows where the recipients of its emails reside because (i) GlassesUSA has physical addresses associated with recipients' accounts or orders; and/or (ii) GlassesUSA has access to data regarding the recipients, including the recipients' state of residence, such as through IP address tracking.

V. CLASS ACTION ALLEGATIONS.

27. Plaintiff brings the asserted claims individually and on behalf of all others similarly situated. The proposed class definition is:

The Class:

All persons residing in the State of Washington who, during the applicable time period, received an email from or at the behest of GlassesUSA containing a subject line that

states or implies that a particular promotion will be available for a specified period of time when the actual period for the sale is longer.

28. The following people are excluded from the proposed Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) GlassesUSA, GlassesUSA's subsidiaries, parents, successors, predecessors, and any entity in which GlassesUSA or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and GlassesUSA's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

29. Plaintiff reserves the right to modify and amend the definition of the proposed Class if necessary, before this Court determines whether certification is appropriate.

30. This case is properly brought as a class action under Wash. R. Civ. P. 23(b)(2) and (b)(3) and all requirements are met for the reasons set forth in the following paragraphs.

Numerosity

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

32. Class members can be identified through GlassesUSA's electronic mailing lists and public notice.

Predominance of Common Questions

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

- a. Whether GlassesUSA's email subject lines are false or misleading;
- b. Whether GlassesUSA's email subject lines violate CEMA;

- c. Whether GlassesUSA's email subject lines violate the CPA;
- d. Whether GlassesUSA initiated a transmission or conspired to initiate a transmission of such commercial emails to recipients residing in Washington State in violation of RCW 19.190.020;
- e. Whether GlassesUSA shall be ordered to pay statutory damages to Plaintiff and Class members;
- f. Whether GlassesUSA should be enjoined from further engaging in the misconduct alleged herein; and
- g. (6) The greater of actual damages and statutory damages due to Plaintiff and the proposed Class.

Typicality & Adequacy

34. Like members of the proposed Class, Plaintiff received commercial emails from GlassesUSA bearing false or misleading deadline statements in their subject lines.

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

Superiority

36. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

VI. CAUSES OF ACTION.

Count 1

Violation of Washington's Commercial Electronic Mail Act (CEMA), RCW 19.190.020

37. Plaintiff incorporates and realleges the facts alleged above.

38. Plaintiff brings this cause of action for himself and members of the Class.

39. GlassesUSA is a "person" under CEMA. RCW 19.190.010(11).

40. As alleged more fully above, GlassesUSA violated CEMA by initiating the transmission of commercial electronic mail messages that contained false or misleading information in the subject line to Plaintiff's and Class members' electronic mail addresses.

41. GlassesUSA sent these emails to Plaintiff and Class members for the purpose of promoting its products for sale.

42. GlassesUSA knew or had reason to know that it transmitted these emails to addresses held by Washington residents, including Plaintiff.

43. GlassesUSA's acts and omissions violated RCW 19.190.020(1)(b).

44. GlassesUSA's acts and omissions injured Plaintiff and Class members.

45. The balance of equities favors the entry of permanent injunctive relief against GlassesUSA. Plaintiff, members of the Class, and the public will be irreparably harmed absent the entry of permanent injunctive relief against GlassesUSA. A permanent injunction against GlassesUSA is in the public interest. Without the entry of a permanent injunction, GlassesUSA's unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

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

Count 2

Washington's Consumer Protection Act (CPA), RCW 19.86.020

47. Plaintiff incorporates and realleges the facts alleged above.

48. Plaintiff brings this cause of action on behalf of himself and members of the Class.

49. Plaintiff and Class members are “persons” within the meaning of the CPA. RCW 19.86.010(1).

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

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

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

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

10 ***Unfair Acts or Practices***

11 54. As alleged in detail above, GlassesUSA committed "unfair" acts by sending
12 emails with false and misleading subject lines.

13 55. The harm to Plaintiff and the Class greatly outweighs the public utility of
14 GlassesUSA's conduct. There is no public utility to misrepresenting the nature and duration of
15 sales. Plaintiff's and the Class's injury was not outweighed by any countervailing benefits to
16 consumers or competition. Misleading consumers only injures healthy competition and harms
17 consumers.

18 ***Deceptive Acts or Practices***

19 56. As alleged in detail above, GlassesUSA's emails were deceptive.

20 57. GlassesUSA's representations were likely to deceive Plaintiff and other
21 reasonable recipients. GlassesUSA knew, or should have known through the exercise of
22 reasonable care, that these statements were false and misleading.

23 58. GlassesUSA's unfair or deceptive acts or practices vitally affect the public
24 interest and thus impact the public interest for purposes of applying the CPA. RCW
25 19.190.030(3); RCW 19.190.100.

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

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

61. Under the CPA, Plaintiff and Class members are entitled to seek, and do seek, the greater of actual damages and statutory damages of \$100 per email that violates CEMA. In addition, Plaintiffs and Class members seek treble damages, which are permitted under the CPA, including for CEMA violations. Plaintiff seeks treble damages to further Plaintiff's and Class members' financial rehabilitation, to encourage citizens to bring CPA actions, to deter GlassesUSA and other persons from committing CEMA violations, and to punish GlassesUSA for its false and misleading advertising practices. Additionally, Plaintiff seeks attorneys' fees and expenses.

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

VII. PRAYER FOR RELIEF.

WHEREFORE, Plaintiff seeks the following relief for himself and the proposed Class:

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiff and the proposed Class;
- The greater of actual or statutory damages, treble damages, and punitive damages where applicable;
- Pre- and post-judgment interest;
- An injunction prohibiting GlassesUSA's deceptive conduct, as allowed

1 by law;

- 2 • Reasonable attorneys' fees and costs, as allowed by law;
- 3 • Leave to conform the pleadings to the evidence presented at trial; and
- 4 • Any additional relief that the Court deems reasonable and just.
- 5

6 DATED this 8th day of July, 2026.

7 TOUSLEY BRAIN STEPHENS PLLC

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