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KING COUNTY
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CASE #: 26-2-24009-4 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,

vs.

KATY ELAINE INC., doing business as:
CADEN LANE,

Defendant.

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 Katy Elaine Inc., doing business as Caden Lane (`Defendant\_ or `Caden Lane_), 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

1 19.190.020(1)(b).

2 3. Defendant Caden Lane engages in the precise activity which CEMA prohibits.

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

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

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

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

16 II. JURISDICTION AND VENUE

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

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

20 III. PARTIES

21 10. Plaintiff Divya Gautam is a resident of King County, Washington.

22 11. Defendant Katy Elaine Inc. is a Texas corporation with its address at 724 State
23 Highway 46 E, Boerne, TX 78006.

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

IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

13. The Supreme Court of Washington has made clear: “[A]ll Internet users ũ 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 consent, the reality is that “[m]ost privacy consent,” especially under the “notice-and-choice_

1 approach predominant in the United States' 'is a fiction.' Daniel J. Solove, Murky Consent: An
 2 Approach to the Fictions of Consent in Privacy Law, 104 Boston Univ. L. Rev. 593, 596 (2024).

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

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

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

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

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

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

22 26. CEMA's 'truthfulness requirements' thereby advance the statute's aim of
 23 protecting consumers 'from the problems associated with commercial bulk e-mail' while
 24

1 facilitating commerce “by eliminating fraud and deception.” *Id.*

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

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

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

12 B. The subject lines of Defendant’s marketing emails make false time scarcity
13 claims.

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

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

24 32. “False or misleading scarcity claims can change the behavior of consumers.”

1 Online Choice Architecture, *supra* para. 30, at 27.

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

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

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

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

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

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

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

23 40. These false time scarcity claims are a staple of Defendant’s marketing scheme to
24

1 compel consumers to purchase its products.

2 41. Caden Lane is an apparel retailer specializing in children's clothing and accessories.
3 The company's merchandise is available at its website, cadenlane.com.

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

8 43. Urgent Spam Emails. Unfortunately for recipients of its marketing efforts, Caden
9 Lane titles its emails with urgent subject headings that do not reflect the true availability of the
10 advertised deal. This strategy is demonstrated in the examples discussed below.

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

17 45. This misleading marketing strategy allows Caden Lane to maximize sales during
18 both the initial promotion, as well as the subsequent extension. While Caden Lane may present
19 these extensions as though they are a favor or unexpected blessing to consumers, they are anything
20 but. By deploying false time pressure with surprise extensions' which are only disclosed once the
21 original promotion has ended' Caden Lane compels consumers to purchase quickly while
22 withholding terms that consumers need so they can make informed buying decisions. Defendant's
23 2023 Labor Day sale provides an apt example of this strategy at work.

1 46. First, Caden Lane sends consumers marketing emails advertising a new promotion.
 2 For instance, on August 31, 2023, Defendant transmitted an email with the subject line:
 3 ` 目 □ 本 Your Code is Active! _ The body of the email invited recipients to take 20% off sitewide
 4 and provided a code which consumers could use to access the discount on Caden Lane's website.

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

8 48. Regarding the sitewide 20% off sale, Caden Lane followed up on its August 31
 9 email by pelting consumers' inboxes with an urgent warning about the promotion's advertised end
 10 date.

11 49. On September 3, 2023, Defendant transmitted an email with the subject heading:
 12 ` 目 Last Day to SAVE!!! _ Inside the email, Caden Lane provided the same discount code
 13 transmitted in its August 31 message.

14 50. Despite this unambiguous deadline concerning the end of the sitewide sale, the
 15 promotion did not conclude on September 3, 2023, as advertised. Instead of providing consumers
 16 with accurate terms, the retailer chose to keep them in the dark regarding the sale's end date and
 17 orchestrated a scheme to promulgate false information.

18 51. In the final stage of its scheme, Caden Lane extends the life of the promotion,
 19 proving the falsity of the deadline it first advertised. An email transmitted on the following day,
 20 September 4, 2023, was titled, ` □ 4 HOURS LEFT: SAVE 20%!!! □ [_]. Thus, the email
 21 confirmed that the sitewide discount was extended beyond the end date that Caden Lane
 22 communicated in its September 3, 2023, subject line.

23 52. The September 4 email confirms the misleading nature of Caden Lane's previous
 24

1 subject line. The company's 20% sitewide discount didn't end on September 3, 2023, and that date
2 was not the "Last Day" for consumers to save using the advertised discount. Instead, Caden Lane
3 continued to offer the same discount the following day. The false deadline for the 20% off
4 promotion is simply one example and one element of Defendant's cohesive marketing strategy
5 meant to compel consumers to purchase its merchandise.

6 53. In another example of its scheme, Caden Lane sent misleading subject lines
7 regarding a 25% off sitewide sale in November 2023.

8 54. An email sent on November 24, 2023, announced the end of the promotion in its
9 subject line: "literally 4 HOURS LEFT!!!! 🚨 [.]". The email's preview text confirmed it was
10 consumers' "last chance to save 25% sitewide!!!". A large graphic within the email reiterated that
11 the Black Friday themed promotion was "ending soon" and urged consumers to "get it while you
12 can!".

13 55. However, to the detriment of consumers, the November 24, 2023, subject line
14 communicated a false deadline. The sitewide promotion did not that weekend.

15 56. The advertised discount was still active the next day, November 25, 2023. An email
16 sent on that date was titled, "🚨 We're Closing Soon[.]". The body of the email confirmed that
17 the 25% off sitewide discount was still available and that the November 24, 2023, subject line
18 communicated a false conclusion for the sale.

19 57. So, despite the unambiguous deadline that it communicated in its November 24,
20 2023, subject line, Caden Lane continued to offer the same discount beyond the alleged end date.

21 58. By stuffing consumer inboxes with such misinformation, Caden Lane ensures that
22 email recipients lack the accurate details needed to make educated buying decisions. Additional
23 examples of Defendant's deceptive marketing scheme occurred the following year.
24

59. On January 15, 2024, Caden Lane sent consumers an email warning them about the impending end of a promotion offering 20% off all personalized items. The email was titled: 'LAST CHANCE 20% OFF!'. Inside, the email included large text warning consumers that the opportunity 'ends soon!'. The email's preview text further cautioned, 'hurry - the sale is ending tonight!!!'.

60. However, before the day was over, Caden Lane proved that its 'LAST CHANCE' subject line was false. On that same date, January 15, 2024, Caden Lane transmitted another email carrying the subject line, '—Oops! You Missed This[.]'. The email's preview text, 'we extended your offer one more day[.]', revealing that January 15 was not the real conclusion of the 20% off offer and confirming that Caden Lane's, 'LAST CHANCE 20% OFF!' subject line falsely represented the availability of the discount to consumers.

61. Another example occurred in May 2024, during a Memorial Day-themed promotion during which Caden Lane offered 20% off everything on their website.

62. On May 27, 2024, Caden Lane transmitted an email with the subject line: 'The Sale Ends TONIGHT!'. The email's preview text emphasized the impending end of the promotion, 'last chance to stock up for the summer!!!', while the body of the email provided a code which consumers could enter on Caden Lane's website to obtain the 20% off discount.

63. Later that day, Caden Lane returned to consumers' inboxes to deliver another email leveraging time pressure in its subject heading: '4 Hours Left!'. Inside, the email continued to advertise the Memorial Day sale.

64. True to form, however, the urgency and deadline which Caden Lane communicated to consumers in its May 27 subject lines were false.

65. On May 27, 2024, Defendant transmitted an email titled: 'ONE. MORE.'

1 DAY! _' extending for another day the promotion that, according to the May 27 subject line,
 2 purportedly had only '4 hours left[.] _ An email sent the next day, May 28, 2024, and titled,
 3 'WE'RE DOING IT TOO! [.] _ further confirmed that the sale remained ongoing. Its preview
 4 text stated: 'we extended the sale! 20% off is still going until midnight tonight! _

5 66. Thus, the May 27, 2024, subject lines were merely misleading time pressure claims
 6 designed to deceive consumers rather than reliable facts about the opportunity to save on
 7 purchases.

8 67. September 2024 brought additional instances where Caden Lane deployed its
 9 deceptive marketing strategy. During a Labor Day Sale offering 20% off everything on Caden
 10 Lane's website, the clothing retailer sent consumers at least three emails with false or misleading
 11 information in their subject lines.

12 68. On September 1, 2024, it sent an email with the subject line: ' [] Last Day to
 13 SAVE!!! _ The email's preview text warned: 'don't let your faves go out of stock!!! It's your last
 14 chance to save this big until Black Friday[.] _ A graphic advertising the Labor Day Sale inside the
 15 email also provided a code that consumers could use to obtain the discount on Caden Lane's
 16 website.

17 69. On September 2, 2024, Caden Lane layered additional time pressure on consumers.
 18 On that date, it sent an email with the subject heading: 'One Day Left On Your Cart! [] [] [] _
 19 The email reiterated '20% off everything ENDS TONIGHT!!! _

20 70. However, the September 1 and September 2 subject lines communicated a false
 21 deadline to consumers.

22 71. In the afternoon of September 2, 2024, Caden Lane transmitted another email to
 23 consumers with the subject heading: ' — — — SALE EXTENDED!!!! _ Within the email, Caden
 24

1 Lane continued to advertise the same Labor Day Sale, including a graphic which featured scrolling
2 text exclaiming `LAST CHANCE! _ across the top of the email.

3 72. Thus, both earlier subject lines advertising the Labor Day Sale failed to represent
4 the promotion's real duration.

5 73. However, Caden Lane didn't stop with two misleading subject lines.

6 74. Later, on September 2, 2024, it sent yet another email titled: ` □ 4 HOURS LEFT:
7 SAVE 20%!!! □ [.] _ The email's preview text stated: `20% off everything ENDS TONIGHT!!! _
8 However, both representations were untrue.

9 75. The Labor Day Sale was still ongoing the next day, September 3, 2024. An email
10 sent on that date was titled, ` □ NO □ MORE □ DISCOUNTS □ [.] _ The email's preview text
11 claimed, `promo code LABOR20 officially stops working tonight! _ while the body of the email
12 continued to warn consumers that it was their `LAST CHANCE _ to participate in the sale.

13 76. Thus, during a single sale, Caden Lane transmitted, at a minimum, three subject
14 lines which placed false and misleading information in the inbox of Washington consumers.

15 77. Before the year was over, Caden Lane deployed its deceptive tactics yet again
16 during a 20% off promotion to celebrate Caden Lane's `birthday. _

17 78. On October 13, 2024, Defendant sent consumers an email with the subject line:
18 `Last Chance for Birthday Savings!!! _

19 79. However, October 13 did not mark consumers' `Last Chance _ to participate in the
20 sale.

21 80. Later on October 13, 2024, Caden Lane sent an email titled, `I'm Adding One More
22 Day! _ indicating the birthday-themed promotion would continue beyond the advertised end date.
23 An email transmitted the following day, October 14, 2024, was titled, `The Birthday SALE is
24

Ending  [.]_ and confirmed that October 14 was the true deadline for the birthday sale.

81. Each of the subject lines identified above are installments in Defendant's scheme; steps evidencing Caden Lane's coordinated marketing strategy to deceive consumers with false information about the duration and availability of its promotions.

82. Caden Lane concluded the year in much the same fashion while advertising yet another 20% off sitewide sale.

83. On December 31, 2024, it sent an email titled: 'Last Call Before the Ball!  [.]_ Inside the email, Defendant urged consumers to use the code 'NEWYEAR20_ to access the savings on their website. The email's preview text provided additional urgency while specifying the precise deadline for the promotion: 'HURRY! code expires when the clock strikes midnight! _

84. Later that day, Caden Lane pelted consumers' inboxes with another email with the subject heading: '  4 HOURS LEFT! _ The email included the same preview text and promotional code as the previous December 31 message.

85. Yet consumers could still access the same discount in the new year. An email sent on January 1, 2025, carried the subject line, 'It's Still Going...  [.]_ Within the email, text confirmed that the 20% sitewide discount was still available using the same promo code provided in the December 31 emails.

86. Thus, both December 31, 2024, emails featured titles that wrongly presented the 20% off promotion as concluding on that date. However, the real 'Last Call _ for sale didn't come until 2025.

87. In an example from February 2025, Caden Lane again deployed a marketing email with a false and misleading subject line to advertise another 20% sitewide discount.

88. On February 16, 2025, Caden Lane sent an email with the subject heading:

1 'LAAAST CHANCE for 20% OFF! _ A graphic inside the email replicated the 'last chance_
 2 warning and provided the code which consumers could use to active the discount on Caden Lane's
 3 website.

4 89. However, February 16 was not the 'LAAAST CHANCE_ for the advertised
 5 discount, nor for Defendant's deceptions. Caden Lane simply deployed its February 16, 2025,
 6 subject line to gin up consumer urgency to purchase its products ~ not to provide consumers with
 7 reliable factual representations about when the sale ended.

8 90. Proof came the following day, February 17, 2025, when Defendant transmitted an
 9 email with the title, 'Pick ME! 🎁 [_ The body of the email confirmed that the sale was still
 10 ongoing and reproduced the same graphic and promo code that Caden Lane sent in its February 16
 11 email.

12 91. Later in the year, A Labor Day sale provided additional examples of Caden Lane's
 13 scheme.

14 92. On August 31, 2025, Caden Lane transmitted an email with the subject heading:
 15 'Pause everything - 20% OFF is ending— The body of the email stated that the advertised discount
 16 was available on everything on Caden Lane's website. It also included a graphic reiterating that it
 17 was consumers' 'LAST CHANCE_ to use the discount. It was not.

18 93. The following day, September 1, 2025, Caden Lane sent consumers an email titled:
 19 '4 HOURS LEFT— Again, a graphic inside the email reproduced the same 'LAST CHANCE_
 20 warning that appeared in the August 31 email. Again, the subject line was misleading as to the
 21 duration of the 20% off sale.

22 94. The real deadline was finally communicated to consumers on September 2, 2025,
 23 when Caden Lane sent an email with the subject line: '📦 24 MORE Just Added!!!! _ Much like
 24

1 its title, the email's preview text, "This never happens but we couldn't let you miss out!!" was
2 similarly false.

3 95. This deceptive strategy continues in 2026.

4 96. For example, on March 8, 2026, Caden Lane sent an email titled: "Last Day: extra
5 25% off 300+ styles." The preview text reiterated the limited time remaining in the extra 25% off
6 sale merchandise promotion: "sale on sale ends tonight." Inside, the email was styled as a letter
7 from the company's founder with representations including, "Today is your last day to shop our
8 Sale on Sale - and we really don't want you to leave empty-handed!" and "tonight it's gone!!!" The
9 body of the email, much like its subject line, falsely represented the conclusion of the Sale on Sale
10 promotion.

11 97. Proof that March 8 was not the last day for the sale arrived on March 9, 2026, when
12 Caden Lane sent consumers an email with the subject heading: "This is the last one, I promise!"
13 Again, the body of the email contained a message from the company's founder. The text contained
14 multiple urgent calls to action including, "Tonight at midnight, our Sale on Sale di[s]appears - and
15 so does your extra 25% off with code 25EXTRA" and indicated that the real deadline for the
16 promotion was March 9, not March 8 as the previous subject line claimed.

17 98. As these examples demonstrate, Caden Lane is engaged in a scheme where it
18 pressures consumers to purchase products from its website using subject lines which falsely
19 represent the availability of its offers.

20 C. Caden Lane knows when it sends emails to Washington residents.

21 99. A sophisticated commercial enterprise, like Caden Lane, which is engaged in
22 persistent marketing through mass email campaigns across the United States, has several ways of
23 knowing where the recipients of its marketing emails are located. The means it employs are
24

1 peculiarly within its knowledge.

2 100. First, the sheer volume of email marketing that Caden Lane engages in put it on
3 notice that Washington residents would receive its emails. For instance, for years 2024 and 2025,
4 Caden Lane sent roughly, on average, 514.5 marketing emails per year, 43 per month, 9.89 per
5 week, and 1.4 per day.

6 101. Second, Caden Lane may obtain location information tied to email addresses when
7 consumers make purchases from Caden Lane through digital platforms, or otherwise self-report
8 such information to Caden Lane.

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

13 103. Specifically, Caden Lane appears to use Klaviyo to manage its email marketing
14 campaigns. Klaviyo informs Caden Lane where the recipients of its marketing emails are located
15 using IP geolocation and other data extracted from recipients' interactions with Caden Lane, which
16 Klaviyo tracks in detail.¹ Thus, this platform should allow Caden Lane to access a list of every
17 email address that was sent a marketing email. It should also allow Caden Lane to determine who
18 viewed the emails and who clicked on any links within them.

19 104. Fourth, Caden Lane may obtain location information tied to email addresses by
20 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
21

22
23 ¹ See 'Understanding when and how Klaviyo sets a profile's location,' Klaviyo (July 7, 2025) (describing
24 'how a profile's location and timezone information are set and updated'), <https://help.klaviyo.com/hc/en-us/articles/115005073907>; 'Understanding profiles in Klaviyo,' Klaviyo (Aug. 5, 2025) ('Each individual profile features an activity log to capture a timeline of their interactions with your business, including receiving emails, opening emails, and clicking links within emails.'), <https://help.klaviyo.com/hc/en-us/articles/115005247088/>.

1 which sell access to databases linking email addresses to physical locations, among other
2 identifiers.

3 105. Fifth, Caden Lane may obtain location information tied to email addresses by using
4 "identity resolution" services offered by companies such as LiveRamp, which can connect
5 consumers' email addresses to their physical locations, among other identifiers.

6 106. Sixth, Caden Lane may obtain information that the recipients of its marketing
7 emails are Washington residents because that information is available, upon request, from the
8 registrant of the Internet domain names contained in the recipients' email addresses. See RCW
9 19.190.020(2).

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

13 D. Caden Lane violated Plaintiff's right under CEMA to be free from deceptive
14 commercial emails.

15 108. Caden Lane has spammed Plaintiff with commercial emails whose subject lines
16 contain false or misleading statements in violation of her right to be free from such annoyance and
17 harassment under CEMA.

18 109. Plaintiff received every email referenced herein, including the following emails
19 from Caden Lane which included false or misleading information within their subject lines:

- 20 a. An email sent on November 24, 2023, titled: "literally 4 HOURS
21 LEFT!!!!" [REDACTED] This email contained a false or misleading subject line
22 sent by Caden Lane as described above at paragraphs 46 through 58.
23 b. An email sent on January 15, 2024, titled: "LAST [REDACTED] CHANCE [REDACTED] 20%
24

1 OFF! _ This email contained a false or misleading subject line sent by Caden
2 Lane as described above at paragraphs 59 through 60.

3 c. An email sent on May 27, 2024, titled: ` □ The Sale Ends TONIGHT! _
4 This email contained a false or misleading subject line sent by Caden Lane
5 as described above at paragraphs 61 through 66.

6 d. An email sent on May 27, 2024, titled: ` □ □ 4 Hours Left! _ This email
7 contained a false or misleading subject line sent by Caden Lane as described
8 above at paragraphs 61 through 66.

9 e. An email sent on September 1, 2024, titled: ` □ □ Last Day to SAVE!!!
10 [.] _ This email contained a false or misleading subject line sent by Caden
11 Lane as described above at paragraphs 67 through 76.

12 f. An email sent on September 2, 2024, titled: ` One Day Left On Your Cart!
13 □ ■ [.] _ This email contained a false or misleading subject line sent by
14 Caden Lane as described above at paragraphs 67 through 76.

15 g. An email sent on September 2, 2024, titled: ` □ 4 HOURS LEFT: SAVE
16 20%!!! □ [.] _ This email contained a false or misleading subject line sent
17 by Caden Lane as described above at paragraphs 67 through 76.

18 h. An email sent on October 13, 2024, titled: ` ■ Last Chance for Birthday
19 Discounts! _ This email contained a false or misleading subject line sent by
20 Caden Lane as described above at paragraphs 77 through 80.

21 i. An email sent on December 31, 2024, titled: ` Last Call Before the Ball!
22 □ [.] _ This email contained a false or misleading subject line sent by Caden
23
24

Lane as described above at paragraphs 83 through 87.

j. An email sent on December 31, 2024, titled: "4 HOURS LEFT! _ This email contained a false or misleading subject line sent by Caden Lane as described above at paragraphs 83 through 87.

k. An email sent on February 16, 2025, titled: "LAAAST CHANCE for 20% OFF! _ This email contained a false or misleading subject line sent by Caden Lane as described above at paragraphs 88 through 91.

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

111. 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

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

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

113. 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.

114. 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.

115. Plaintiff reserves the right to amend the Class definition as discovery reveals

1 additional emails containing false or misleading information in the subject line that Defendant sent
2 or caused to be sent during the Class Period to email addresses held by Washington residents.

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

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

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

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

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

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

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

VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

123. Plaintiff incorporates and realleges paragraphs 1-111 above.

124. 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 [u]ses a subject line which, based on the person's actual knowledge or knowledge fairly implied on the basis of objective circumstances, contains false or misleading information in the subject line." RCW 19.190.020(1)(b).

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

126. 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).

127. 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).

128. 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).

129. 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

130. Plaintiff incorporates and realleges paragraphs 1-111 above.

131. 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.

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

133. 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).

134. 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

1 a Washington resident that ũ [u]ses a subject line which, based on the person's actual knowledge
2 or knowledge fairly implied on the basis of objective circumstances, contains false or misleading
3 information in the subject line. RCW 19.190.020(1)(b).

4 135. Defendant is a `person_ within the meaning of CEMA. RCW 19.190.010(11).

5 136. Defendant initiated the transmission, conspired with another to initiate the
6 transmission, or assisted the transition of `commercial electronic mail messages_ within the
7 meaning of CEMA. RCW 19.190.010(2).

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

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

14 139. For Defendant's violation of the CPA, Plaintiff and putative members are entitled
15 to an injunction against further violations; the greater of Plaintiff's actual damages or liquidated
16 damages of \$100 per violation, trebled; and costs of the suit, including a reasonable attorney's fee.

17 VII. JURY DEMAND

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

VIII. PRAYER FOR RELIEF

Plaintiff asks that the Court:

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

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

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

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

E. Order such further relief the Court finds appropriate.

[Counsel signatures to follow on next page.]

1 Date: July 27, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

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19 Counsel for Plaintiff and the Putative Class

20 *Applications for admission
21 pro hac vice forthcoming