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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 26-2-27854-7 SEA

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

JOSEPH MUENCH, on his own behalf and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRUE CLASSIC TEES LLC,

Defendant.

NO.

CLASS ACTION COMPLAINT

I. INTRODUCTION

1. In 1998, to protect Washington consumers from the annoyance and harassment caused by the burgeoning spam email industry, the Washington State Legislature enacted the Commercial Electronic Mail Act (CEMA), codified at chapter 190 of title 19 of the Revised Code of Washington (RCW).

2. Among other things, CEMA prohibits transmitting a commercial email with “false or misleading information in the subject line” to the email address of a Washington resident. RCW 19.190.020(1)(b).

3. True Classic engages in the precise activity which CEMA prohibits.

4. True Classic spams Washington consumers, including Plaintiff, with commercial emails featuring subject lines which employ various tactics to create a false sense of urgency in consumers’ minds—and ultimately, from consumers’ wallets.

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

4 6. Through this deceptive time-sensitivity, True Classic falsely narrows the field—
5 steering consumers away from shopping for better deals—to its own products that must be
6 purchased now.

7 7. Plaintiff challenges True Classic's harassment of Washington consumers with
8 deceptive marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020)
9 and the Consumer Protection Act (RCW 19.86.020) for injuries caused, additionally seeking
10 injunctive relief against such violations in the future.

11 II. JURISDICTION AND VENUE

12 8. This Court has jurisdiction of this case under RCW 2.08.010.

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

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

18 III. PARTIES

19 11. Plaintiff Joe Muench is a resident and citizen of the State of Washington,
20 residing in Seattle, King County.

21 12. Defendant True Classic Tees LLC is a limited liability company organized
22 under the laws of Delaware with its principal place of business in Calabasas, California. It
23 designs, markets, and sells men's apparel and related products directly to consumers through its
24 website, trueclassic.com, including in Washington.

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

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

20. CEMA’s protections do not depend on whether an email was solicited by consumers, nor on whether consumers relied on any false or misleading statement contained in its subject line. *See Harbers*, 415 F. Supp. 3d at 1011. The statute’s only concern is to suppress

1 false or misleading information in the subject line of commercial emails. *See Brown*, 567 P.3d
2 at 44–45.

3 **B. The subject lines of True Classic’s marketing emails make false time scarcity**
4 **claims.**

5 21. One common way online marketers “manipulate consumer choice by inducing
6 false beliefs” is to create a false sense of urgency or to falsely claim that consumers’ time to act
7 is scarce. Fed. Trade Comm’n, *Bringing Dark Patterns to Light* 4 (2022).

8 22. The FTC has identified the “False Limited Time Message” as one example of
9 false time scarcity claims, in which the marketer creates “pressure to buy immediately by
10 saying the offer is good only for a limited time or that the deal ends soon—but without a
11 deadline or with a meaningless deadline that just resets when reached.” *Id.* at 22.

12 23. Representations about the timing and duration of sales, discounts, and other
13 special offers are fundamentally representations about prices, and such representations matter
14 to ordinary consumers. False scarcity claims are psychologically effective, causing consumers
15 to “react to scarcity and divert their attention to information where they might miss
16 opportunities.”

17 24. These false time scarcity claims are a staple of True Classic’s marketing scheme
18 to compel consumers to purchase its products.

19 25. True Classic designs, markets, and sells men’s apparel—including t-shirts,
20 activewear, and other wardrobe basics—directly to consumers through its website,
21 trueclassic.com.

22 26. To advertise its products and encourage purchases, True Classic routinely sends
23 spam emails to consumers. These emails are part of a calculated marketing strategy that True
24 Classic orchestrates in advance to maximize sales by distorting factual information about the
25 duration and availability of its promotions.
26

27. True Classic regularly titles its emails with urgent subject headings that do not reflect the true availability of the advertised deal. It uses the subject lines of follow-up emails to present the promotional pricing as a scarce or time-limited opportunity, and then—once the originally advertised “deadline” has passed—knowingly extends the same or a better promotion to a new end date.

28. Plaintiff Joe Muench is a Washington resident who was a subscriber to True Classic’s marketing email list. The following is a non-exhaustive, illustrative sample of commercial emails Plaintiff received from True Classic that bear a false or misleading deadline or scarcity statement in the subject line, together with the discount each email advertised:

No.	Date Sent	Subject Line	Discount Advertised
1	2/21/2023	👋 Friend, we EXTENDED our sale	25% off
2	4/16/2023	ENDS TONIGHT 🕒 SITEWIDE SALE	Up to 60% off
3	4/16/2023	ATTN: Sitewide Sale ends soon 🕒	Up to 60% off
4	4/17/2023	Sitewide Sale EXTENDED 🕒	Up to 60% off
5	5/30/2023	EXTENDED – Sitewide Sale!	Up to 60% off
6	7/4/2023	REAL QUICK: Up to 50% off everything ends tonight!	Up to 50% off
7	7/5/2023	SALE EXTENDED: Up to 50% off everything!	Up to 50% off
8	7/16/2023	Ends Tonight 📅 50% Off Packs of the Week	50% off
9	8/13/2023	Last Chance – 50% off Packs of the Week	50% off
10	8/20/2023	UP TO 50% OFF SITEWIDE 🕒 TODAY ONLY!	Up to 50% off
11	9/3/2023	Sitewide Sale Ends Soon 🕒 UP TO 50% OFF	Up to 50% off
12	9/4/2023	JUST HOURS LEFT on up to 50% off sitewide! 🕒	Up to 50% off
13	10/22/2023	ENDS TONIGHT 🕒 Up to 50% off sitewide	Up to 50% off

No.	Date Sent	Subject Line	Discount Advertised
14	11/26/2023	BLACK FRIDAY ENDS TONIGHT ⌚ Up to 70% off sitewide	Up to 70% off
15	11/28/2023	EXTENDED: Only One More Chance @ Cyber Monday 🎁 🎁 🎁	Up to 70% off
16	11/4/2024	[LAST CHANCE] Up to 70% off ends tomorrow!	Up to 70% off
17	11/12/2024	🕒 🕒 🕒 Last Chance to Save On Activewear!	Up to 70% off
18	12/1/2024	Black Friday Ends Tonight	Up to 70% off
19	12/2/2024	Cyber Monday ENDS TONIGHT	Up to 70% off
20	12/3/2024	Cyber Monday Extended!	Up to 70% off
21	12/3/2024	Time's Up! 70% Off Ends In A Few Hours	70% off
22	5/26/2025	Mega May Sale - Last Call!	20% off
23	5/27/2025	20% Off Ends in 5 Hours ⌚	20% off
24	6/10/2025	Final Day To Grab 20% Off	20% off
25	6/16/2025	Final Hours: 20% Off For Father's Day	20% off
26	7/8/2025	Final Hours: 20% Off Ends At Midnight us	20% off
27	7/10/2025	20% OFF Flash Savings Through Tomorrow ✨	20% off
28	7/11/2025	Flash Sale Last Call For 20% Off ⚡	20% off
29	11/18/2025	Ends Tonight: Up to 70% Off Premium Packs	Up to 70% off
30	11/27/2025	Best Deals Up To 70% Off (Don't Wait for Friday)	Up to 70% off

29. Each email identified above is a separate commercial electronic mail message that contained false or misleading information in its subject line. The advertised discount did not end on the represented date; True Classic continued to offer the same discount, through the same or a superior promotion, both before and after each stated deadline.

30. The falsity of True Classic's deadlines is demonstrated most starkly by its **next-day contradictions**—instances in which True Classic told Plaintiff that a discount was in its

“Final Day,” “Final Hours,” or “Last Chance,” only to offer the very same discount the very next day:

Date	Subject Line Representing the Sale Was Ending	Date	Same Discount Offered the Very Next Day
11/6/2022	THE FINAL COUNTDOWN for up to 65% off sitewide	11/7/2022	Sale Extended! Save Up To 65% Off Sitewide
4/16/2023	ENDS TONIGHT ⌚ SITEWIDE SALE (and ATTN: Sitewide Sale ends soon 🕒)	4/17/2023	Sitewide Sale EXTENDED 🕒
7/4/2023	REAL QUICK: Up to 50% off everything ends tonight!us	7/5/2023	SALE EXTENDED: Up to 50% off everything!
12/2/2024	Cyber Monday ENDS TONIGHT	12/3/2024	Cyber Monday Extended! (and Time's Up! 70% Off Ends In A Few Hours)
12/1/2025	Last Chance, 4 Hours To Go!	12/2/2025	Last Chance ⚡ Cyber Monday Deals Are Going Away...

31. These next-day reversals are not the product of any genuine change in market conditions. A sale that True Classic advertised as ending “tonight” on July 4, 2023, cannot honestly be re-offered to the same consumers as an available discount on July 5, 2023. The immediacy of the contradiction—one day—shows that True Classic knew, when it sent the earlier email, that the represented deadline was false, and confirms that the “deadlines” were nothing more than a recurring marketing device.

32. For example, throughout 2025 True Classic declared its recurring 20% off promotion to be ending again and again. On April 21, 2025, it warned, “The Sale Ends Tonight. Don’t Miss Out.” It then announced a “Last Call” on its “Mega May Sale” (May 26) and that “20% Off Ends in 5 Hours” (May 27); it declared the “Final Day To Grab 20% Off” (June 10)—only to confirm the very next day that “The Father’s Day Sale Is Still On” (June 11); and it again proclaimed “Final Hours: 20% Off For Father’s Day” (June 16), “Final Hours: 20% Off

1 Ends At Midnight” (July 8), and a “Last Call For 20% Off” (July 11). The identical 20%
2 discount remained available throughout.

3 33. Likewise, on December 1, 2024, True Classic announced that “Black Friday
4 Ends Tonight,” and the very next day declared that “Cyber Monday ENDS TONIGHT”
5 (December 2). Yet on December 3, True Classic both announced that “Cyber Monday
6 Extended!” and, hours later, warned that “Time’s Up! 70% Off Ends In A Few Hours.” The
7 same up-to-70% discount remained available both before and after each purported deadline.

8 34. Similarly, True Classic declared that its premium packs sale would end that very
9 night on November 18, 2025 (“Ends Tonight: Up to 70% Off Premium Packs”), then continued
10 to press the same up-to-70% discount through “Best Deals Up To 70% Off (Don’t Wait for
11 Friday)” (November 27), “Ends Soon: Save Up to 70% on Essentials” (November 30), “Last
12 Chance, 4 Hours To Go!” (December 1), and “Last Chance ⚡ Cyber Monday Deals Are
13 Going Away...” (December 2)—and was still offering the identical up-to-70% discount weeks
14 later, as a “Last Call: Up to 70% Off Clearance Ends Tonight,” on January 1, 2026.

15 35. This complicated and seemingly perpetual series of promotions, threatened
16 terminations, and renewals of the same or better offer is a strong indication that these
17 promotions do not reflect any underlying business realities of supply or demand. They are
18 marketing tricks, components of preplanned, preconceived marketing strategies—all at
19 consumers’ expense.

20 36. On information and belief, True Classic’s purported sale “extensions,” and the
21 commercial emails announcing them, were not spontaneous responses to consumer demand or
22 changed market conditions, but were planned weeks or months in advance.

23 37. On information and belief, True Classic scheduled these promotions, their
24 advertised “deadlines,” and their successive “extensions” and relaunches on a predetermined
25 email marketing calendar designed to manufacture a false sense of urgency and to maximize
26

1 sales, and it transmitted the corresponding subject lines—including those received by
2 Plaintiff—pursuant to that preconceived marketing strategy.

3 38. True Classic's deceptive scheme is not limited to the emails Plaintiff received,
4 and it is ongoing. The following are further examples of commercial emails True Classic sent
5 with false or misleading subject lines more recently, on the dates indicated. The emails below
6 are illustrative and are not exhaustive:

No.	Date Sent	E-Mail Subject Line
1	3/7/2026	20% Off Ends This Weekend
2	3/10/2026	Last Few Hours: 20% Off Before It's Gone
3	3/10/2026	Extended ⚡ 20% Off Ends Tonight
4	3/11/2026	We Extended The Sale One More Day. 20% Off Ends Tonight.
5	3/16/2026	Last Call: Up to 70% Off Ends Tonight
6	3/17/2026	Up to 70% Off Ends at Midnight!
7	3/17/2026	SALE Extended 24 Hours ⚡ Up To 70% Off
8	5/24/2026	20% Off Sitewide Ends Tomorrow
9	5/25/2026	Ends Tonight: 20% Off Sitewide
10	5/26/2026	SALE Extended 24 Hours ⚡ 20% Off Sitewide

18 39. As the table above reflects, True Classic repeatedly declared its recurring "20%
19 Off" sitewide promotion to be ending—"Ends This Weekend," "Last Few Hours," "Ends
20 Tonight," "Ends Tomorrow," and "Last Chance"—only to extend or relaunch the identical
21 promotion. It advertised "Last Few Hours: 20% Off Before It's Gone" on March 10, 2026,
22 then—the same day—"Extended ⚡ 20% Off Ends Tonight," and again the next day, "We
23 Extended The Sale One More Day. 20% Off Ends Tonight." (March 11, 2026). It declared its
24 Memorial Day 20% sitewide sale to be ending on May 24 and again on May 25, 2026 ("Ends
25 Tomorrow" and "Ends Tonight"), only to send "SALE Extended 24 Hours ⚡ 20% Off
26 Sitewide" on May 26, 2026.

1 40. Similarly, True Classic declared its “Up to 70% Off” sale to be ending
2 “Tonight” on March 16, 2026 and “at Midnight” on March 17, 2026, only to announce “SALE
3 Extended 24 Hours ⚡ Up To 70% Off” that same day. The subject lines were false and
4 misleading.

5 **C. True Classic knows when it sends emails to Washington residents.**

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

10 42. First, the sheer volume of email marketing that True Classic engages in put it on
11 notice that Washington residents would receive its emails; True Classic has sent, on average,
12 more than seven emails per week, every week.

13 43. Second, True Classic may obtain location information tied to email addresses
14 when consumers purchase True Classic’s products, or otherwise self-report such information to
15 True Classic.

16 44. Third, True Classic may obtain location information tied to email addresses by
17 tracking the IP addresses of devices used to open True Classic’s emails, which in turn can be
18 correlated to physical location.

19 45. Fourth, True Classic may obtain location information tied to email addresses by
20 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
21 or by using “identity resolution” services offered by companies such as LiveRamp.

22 46. Fifth, True Classic may obtain information that the recipients of its marketing
23 emails are Washington residents because that information is available, upon request, from the
24 registrant of the Internet domain names contained in the recipients’ email addresses. *See* RCW
25 19.190.020(2). It is thus highly probable that a seller of Defendant’s size and sophistication
26

1 employs several means of tying consumers' email addresses to their physical locations, at least
2 at the state level.

3 **D. True Classic violated Plaintiff's right under CEMA to be free from deceptive**
4 **commercial emails.**

5 47. True Classic has spammed Plaintiff Muench, a Washington citizen, with
6 commercial emails whose subject lines contain false or misleading statements in violation of
7 his right to be free from such annoyance and harassment under CEMA.

8 48. Muench received, for example, the emails enumerated in the tables above from
9 True Classic, including the subsequent emails demonstrating that the initial sale emails were
10 deceptive, each of which is discussed above, at his personal email address,
11 josephmuench90@gmail.com.

12 49. The subject lines of these emails are false or misleading in violation of CEMA.
13 Each contained false statements of fact as to the "duration or availability of a promotion."
14 *Brown*, 567 P.3d at 47.

15 **V. CLASS ALLEGATIONS**

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

18 **The Class:**

19 All Washington residents who, during the Class Period, received a
20 commercial email sent by Defendant, on behalf of Defendant, or with
21 Defendant's assistance, that contained messaging in the email subject
22 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.

23 51. Excluded from the Class are Defendant's officers, directors, and employees;
24 Defendant's parents, subsidiaries, affiliates, and any entity in which Defendant has a
25 controlling interest; undersigned counsel for Plaintiff; and all judges and court staff to whom
26 this action may be assigned, as well as their immediate family members.

1 52. The Class Period extends from the date four years before this Complaint is filed
2 to the date a class certification order is entered in this action. Plaintiff reserves the right to
3 amend the Class definition as discovery reveals additional emails containing false or
4 misleading information in the subject line that Defendant sent or caused to be sent during the
5 Class Period to email addresses held by Washington residents.

6 53. The Class is so numerous that joinder of all members is impracticable; the Class
7 is estimated to minimally contain thousands of members, who can be identified through
8 Defendant's electronic mailing lists.

9 54. There are questions of law or fact common to the Class, including whether
10 Defendant sent commercial emails containing false or misleading information in the subject
11 line; whether Defendant sent such emails to email addresses it knew or had reason to know
12 were held by Washington residents; whether Defendant's conduct violated CEMA; whether
13 that violation constituted a per se violation of the Consumer Protection Act, RCW 19.86.020
14 (CPA); and whether Defendant should be enjoined. These common questions predominate over
15 any questions affecting only individual members.

16 55. Plaintiff's claims are typical of the Class's because Plaintiff and Class members
17 share the same statutory rights under CEMA and the CPA, which Defendant violated in the
18 same way by the uniform false or misleading marketing messages it sent to all putative
19 members. Plaintiff will fairly and adequately protect the Class's interests, has no interest
20 adverse to the Class, and has retained competent counsel experienced in consumer protection
21 and class action litigation.

22 56. A class action is superior to other available methods for the fair and efficient
23 adjudication of the controversy because the claims at issue may be too small to justify
24 individual litigation and management of this action as a class presents no special difficulties.
25
26

VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

57. Plaintiff incorporates and realleges each of the foregoing paragraphs as though fully set forth herein.

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

59. Defendant is a “person” within the meaning of CEMA. RCW 19.190.010(11). Defendant initiated the transmission of “commercial electronic mail messages” within the meaning of CEMA. RCW 19.190.010(2).

60. Defendant initiated the transmission of such messages to electronic mail addresses that Defendant knew, or had reason to know, were held by Washington residents, including because that 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(2).

61. Defendant initiated 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).

62. For Defendant’s violation of CEMA, Plaintiff and Class members are 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

63. Plaintiff incorporates and realleges each of the foregoing paragraphs as though fully set forth herein.

64. 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.

65. A violation of CEMA is a per se violation of the CPA, RCW 19.190.030, and establishes all the elements necessary to bring a private action under the CPA. *Wright v. Lyft*, 189 Wn. 2d 718 (2017).

66. As alleged above, Defendant initiated the transmission of commercial electronic mail messages to Plaintiff and Class members that contained false or misleading information in the subject line, in violation of RCW 19.190.020(1)(b), which constitutes unfair or deceptive acts or practices occurring in trade or commerce that vitally affect the public interest.

67. Defendant’s acts and omissions caused injury to Plaintiff and Class members in their business or property. For Defendant’s violation of the CPA, Plaintiff and Class members are entitled to an injunction against further violations; the greater of actual damages or statutory damages of \$100 per violation, trebled as permitted under the CPA; and costs of the suit, including a reasonable attorney’s fee.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff asks that the Court grant the following relief for Plaintiff and the proposed Class:

- Certify the proposed Class, appoint Plaintiff as Class representative, and appoint undersigned counsel as Class counsel;
- Enter judgment permanently enjoining Defendant from the unlawful conduct alleged;
- Award the greater of actual damages or statutory damages of \$100 per violation, trebled, according to proof;
- Award pre- and post-judgment interest;

- Award Plaintiff costs of suit, including reasonable attorneys' fees; and
- Order such further relief as the Court finds just and appropriate.

DATED this 25th day of August, 2026.

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** Pro Hac Vice Application to be submitted*

Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JOSEPH MUENCH, on his own behalf and on behalf of
all others similarly situated

(b) County of Residence of First Listed Plaintiff King
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Tousley Brain Stephens PLLC
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101. 206.682.5600

DEFENDANTS

TRUE CLASSIC TEES LLC

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Snell & Wilmer LLP
600 University Street, Suite 310,
Seattle, WA 98101. 206.741.1420

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☒ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332, 1441, and 1446

Brief description of cause:
Allegedly false & misleading marketing emails

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
\$75,000+

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

Sep 24, 2026

SIGNATURE OF ATTORNEY OF RECORD

s/Benjamin C. Woodruff

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.