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KING COUNTY
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CASE #: 26-2-14390-1 SEA

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

MATTHEW WILDMAN, on his own behalf
and on behalf of others similarly situated,

Plaintiff,

v.

BOSCOV'S DEPARTMENT STORE, LLC,

Defendant.

No. _____ SEA

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Matthew Wildman, on his own behalf and on behalf of others similarly situated, on information and belief except to his own experiences and matters of public record, complains of Boscov's Department Store, LLC ("Defendant" or "Boscov's"), 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 Boscov's engages in the precise activity which CEMA prohibits.

3 4. Boscov's 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, Boscov's 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 Boscov's harassment of Washington consumers with deceptive
13 marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and the
14 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 10. Defendant sells its products in Washington through its website and is thus subject
21 to personal jurisdiction in this court. *See, e.g., Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*,
22 592 U.S. 351 (2021).

III. PARTIES

11. Plaintiff Matthew Wildman is a resident of King County, Washington.

12. Defendant Boscov's Department Store, LLC, is a Delaware company with its principal address at 4500 Perkiomen Ave., Reading, PA 19606.

IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

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

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

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

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

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

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

19. Even when bulk commercial email marketers are operating under color of consumer

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

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

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

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

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

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

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

23 26. CEMA’s “truthfulness requirements” thereby advance the statute’s aim of
24

1 protecting consumers “from the problems associated with commercial bulk e-mail” while
 2 facilitating commerce “by eliminating fraud and deception.” *Id.*

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

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

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

13 **B. The subject lines of Boscov’s marketing emails make false time scarcity 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*
 23 para. 30, at 22.

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

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

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

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

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

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

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

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

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

3 41. Boscov's is a department store chain with locations in multiple states, including
4 Washington. The company's merchandise is available on its website, www.boscovs.com, and at its
5 retail locations.

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

10 43. **Urgent Spam Emails.** Unfortunately for those recipients, Boscov's regularly titles
11 its emails with urgent subject headings that do not reflect the true availability of the advertised
12 deal. This strategy is demonstrated in the examples discussed below.

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

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

1 original promotion has ended—Boscov’s compels consumers to purchase quickly while
2 withholding terms that consumers need so they can make informed buying decisions. A 2023
3 clearance promotion provides an apt example of this strategy at work.

4 46. First, Boscov’s sends consumers marketing emails advertising a new promotion.
5 For instance, on January 14, 2023, it transmitted an email with the subject line: “January Clearance
6 Event At least 50% less[.]” The body of the email provided links which recipients could use to
7 access the reduced pricing for items on the Boscov’s website.

8 47. For the next step in its scheme, Boscov’s uses the subject lines of its follow-up
9 emails to assert false time pressure on recipients. Such headlines urge consumers to purchase from
10 Boscov’s by warning them that the offer is coming to an end.

11 48. Boscov’s did so, regarding the January Clearance Event, the next day, January 15,
12 2023, in an email with the subject line: “ENDS TODAY! January Clearance Event[.]”

13 49. Despite this unambiguous deadline concerning the end of the clearance promotion,
14 the January Clearance Event did not conclude on January 15, 2023, as advertised. Instead of
15 providing consumers with accurate terms, the retailer chose to keep them in the dark regarding the
16 sale’s end date and orchestrated a scheme to promulgate false information to consumers.

17 50. In the final stage of its scheme, Boscov’s extends the life of the promotion, proving
18 the falsity of the deadline it first advertised. For the January Clearance Event, Boscov’s revealed
19 that the promotion was still ongoing the very next day, on January 16, 2023, in an email titled:
20 “EXTENDED Two More Days at least 50% less[.]”

21 51. The January 16 email confirms the misleading nature of Boscov’s January 15
22 subject line. The company’s January Clearance Event didn’t end on January 15, 2023. Instead,
23 Boscov’s advertised the same event the following day. Consumers in receipt of the January 15
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1 email were not at risk of missing the discount/promotion because Boscov's did not end the
2 promotion on January 15, as advertised. The false deadline for the January Clearance Event is
3 simply one element of Defendant's cohesive marketing strategy meant to compel consumers to
4 purchase its merchandise.

5 52. Boscov's redeployed its ruse for another clearance sale later in the year; yet again
6 pairing a false deadline with a surprise extension.

7 53. An email sent on July 19, 2023, announced the beginning of the sale in its subject
8 line: "RUN! Our Mid-Summer Clearance Event Starts Now![" Inside the email, large text
9 confirmed that the Mid-Summer Clearance Event would run "Through July 22nd["

10 54. Then, as the advertised end date approached, Boscov's implored consumers to
11 purchase quickly before the conclusion of the event. An email sent on July 22, 2023, was titled:
12 "ENDS TODAY! Don't Miss Our Mid-Summer Clearance Event!" Inside the email, a countdown
13 timer reflected the time remaining until the advertised deadline, down to the second. Immediately
14 below, large text appearing in all capital letters exclaimed: "ENDS TODAY!"

15 55. To the detriment of consumers, the July 22, 2023, subject line communicated a false
16 deadline. The clearance promotion did not end on that date.

17 56. The sale was still active on July 23, 2023. An email sent on that date was titled,
18 "Extended One More Day! Mid-Summer Clearance Event[" and confirmed the falsity of the July
19 22, 2023, subject line.

20 57. So, despite the unambiguous deadline that it communicated in its July 22, 2023,
21 subject line, Boscov's continued to offer the same promotion the day after the advertised deadline.

22 58. By stuffing consumer inboxes with such misinformation, Boscov's ensures that
23 email recipients lack the accurate details needed to make educated buying decisions.

1 59. Boscov's repeated its strategy in early 2024 as its January Clearance Event neared
2 its advertised end.

3 60. On January 15, 2024, Boscov's transmitted an email with the subject line: "Last
4 Day January Clearance Event [.]". Within the email, a large banner reiterated the impending
5 deadline: "ENDS TODAY, MONDAY, JANUARY15th[.]"

6 61. True to form, the deadline which Boscov's communicated to consumers was a false
7 one.

8 62. On January 16, 2024, one day after the promotion would supposedly end, Boscov's
9 transmitted an email titled: " ! EXTENDED January Clearance Event Through Today[.]"

10 63. The January 16 email confirmed that the "Last Day" warning contained within the
11 January 15, 2024, subject line was a misleading time pressure claim designed to deceive consumers
12 rather than a reliable fact about the opportunity to save on sales tax.

13 64. In July 2024, Boscov's reprised its scheme for another mid-summer clearance sale.

14 65. On July 27, 2024, Boscov's sent consumers an email with the subject heading: "Our
15 Mid Summer Clearance Event Ends Tonight[.]". The body of the email featured a large banner near
16 the top which delivered another urgent warning: "LAST CHANCE[.]". Further down, Boscov's
17 emphasized that the event "Ends Today, July 27th[.]"

18 66. The sale, however, was extended, confirming that the July 27 subject line was false.

19 67. On July 28, 2024, Boscov's sent consumers an email announcing the extension
20 within the email's subject line: "EXTENDED Mid-Summer Clearance Event[.]"

21 68. Like each installment in this scheme, the July 27, 2024, subject line was part of a
22 coordinated marketing strategy to deceive consumers with false information on the front end about
23 the duration and availability of a promotion. Boscov's does this to gin up consumer interest with
24

1 information that is false and misleading.

2 69. Boscov's also transmitted false and misleading subject lines in January 2025, as
3 demonstrated during their clearance promotion at the end of the month.

4 70. On January 27, 2025, it sent an email titled: "Last Day January Clearance Event[.]"
5 Inside, large text appearing in all capital letters near the top of the email reiterated the impending
6 deadline: "ENDS TODAY, MONDAY, JANUARY 27th[.]"

7 71. Consistent with Boscov's deceptive pattern, the January 27 subject line and the time
8 pressure it leveraged against consumers were false.

9 72. On January 28, 2025, Boscov's sent an email with the subject heading:
10 " ! EXTENDED January Clearance Event Through Today[.]" Indeed, neither Boscov's deception
11 nor the January Clearance Event had concluded. Boscov's deployed its January 27, 2025, subject
12 line to gin up consumer interest in its products – not to provide consumers with reliable factual
13 representations about when the sale clearance sale ended.

14 73. Later that year, Boscov's repeated its scheme for yet another mid-summer sale.

15 74. It transmitted an email to consumers on July 26, 2025, with the subject line: "Last
16 Chance! Mid-Summer Blowout Sale Ends @ Midnight[.]" Inside the email, a banner proclaiming
17 "LAST CHANCE" reinforced the supposedly limited time remaining for the sale. Further down,
18 the impending deadline was highlighted for a third time within the same transmission with text
19 reminding consumers that the sale "Ends Today, July 26th[.]"

20 75. Much like the previous year, the advertised end date for the Mid-Summer sale was
21 a fake deadline. Boscov's never intended to conclude the sale on July 26, 2025, despite the
22 unambiguous deadline it communicated to consumers in its July 26, 2025, subject line.

23 76. On July 27, 2025, Boscov's provided consumers with the real deadline for its mid-
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1 summer sale in an email titled: “EXTENDED! Mid-Summer Blowout Sale[.]” As the body of the
2 email confirmed, the actual end date for the promotion was July 27, 2025.

3 77. Boscov’s has paired false deadlines with surprise extensions to deceive customers
4 about the duration of shipping offers as well.

5 78. For example, on January 25, 2026, it sent consumers an email with the subject line:
6 “Free Shipping On Clothing Ends in Hours[.]” Large text appearing inside the email proclaimed
7 that consumers were facing the “FINAL HOURS” for the opportunity while a countdown timer
8 ticked away the remaining time, second-by-second.

9 79. Unfortunately for consumers, the subject line, the “FINAL HOURS” warning, and
10 the countdown timer perpetuated Boscov’s false deadline rather than accurate information
11 regarding the free shipping opportunity.

12 80. The next day, January 26, 2026, Boscov’s sent consumers an email confirming the
13 falsity of the January 25 subject line. The email carried the subject heading, “EXTENDED Free
14 Shipping On All Clothing!” Text inside the email stated the free shipping option was still available.

15 81. Boscov’s returned to consumers’ inboxes with another ruse in February.

16 82. On February 16, 2026, it sent an email titled: “Presidents’ Day Hours Left! Don’t
17 Miss These Deals[.]” The email contained images of and links to a variety of merchandise offered
18 at a variety of discounts. “Most Mattresses” for instance, were subject to an extra 20% off discount.

19 83. Despite the clear “hours left” warning that Boscov’s communicated to consumers
20 in its February 16 subject line, the holiday sale was still going on February 18, 2026. An email
21 which Boscov’s transmitted to consumers on that date was titled, “Last Chance for President’s Day
22 Home deals[.]” and exclaimed that the Presidents’ Day Sale was “STILL GOING ON!” The
23 February 18 email also replicated the same extra 20% off discount on “most mattresses” which
24

1 appeared in the February 16, 2026, email.

2 84. Thus, the Presidents' Day "deals" were not in danger of being missed on February
3 16, 2026, despite the misleading warning which Biscov's transmitted in its February 16 subject
4 line.

5 85. As the subject lines of these examples of Boscov's marketing emails demonstrate,
6 Boscov's is engaged in a scheme where it pressures consumers to purchase products from its
7 website by falsely representing the limited availability of its offers.

8 **C. Boscov's knows when it sends emails to Washington residents.**

9 86. A sophisticated commercial enterprise, like Boscov's, which is engaged in
10 persistent marketing through mass email campaigns across the United States, has several ways of
11 knowing where the recipients of its marketing emails are located. The means it employs are
12 peculiarly within its knowledge.

13 87. First, the sheer volume of email marketing that Boscov's engages in put it on notice
14 that Washington residents would receive its emails. For instance, for the years 2023 through 2025,
15 Boscov's transmitted roughly 515 emails per year, 43 emails per month, 10 emails per week, and
16 1.41 emails per day.

17 88. Second, Boscov's may obtain location information tied to email addresses when
18 consumers make purchases from Boscov's through digital platforms, or otherwise self-report such
19 information to Boscov's.

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

23 90. Specifically, Boscov's appears to use Listrak to manage its email marketing
24

1 campaigns. This platform should allow Boscov's to access a list of every email address that was
 2 sent a marketing email. It should also allow Boscov's to determine who viewed the emails and
 3 who clicked on any links within them.

4 91. Fourth, Boscov's may obtain location information tied to email addresses by
 5 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
 6 which sell access to databases linking email addresses to physical locations, among other
 7 identifiers.

8 92. Fifth, Boscov's may obtain location information tied to email addresses by using
 9 "identity resolution" services offered by companies such as LiveRamp, which can connect
 10 consumers' email addresses to their physical locations, among other identifiers.

11 93. Sixth, Boscov's may obtain information that the recipients of its marketing emails
 12 are Washington residents because that information is available, upon request, from the registrant
 13 of the Internet domain names contained in the recipients' email addresses. *See* RCW
 14 19.190.020(2).

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

18 **D. Boscov's violated Plaintiff's right under CEMA to be free from deceptive**
 19 **commercial emails.**

20 95. Boscov's has spammed Plaintiff with commercial emails whose subject lines
 21 contain false or misleading statements in violation of his right to be free from such annoyance and
 22 harassment under CEMA.

23 96. For example, Plaintiff received the following emails from Boscov's:

24 a. An email sent on July 22, 2023, titled: "ENDS TODAY! Don't Miss Our

Mid-Summer Clearance Event!” This email contained a false or misleading subject line sent by Boscov’s as described above at paragraphs 52 through 57.

b. An email sent on January 15, 2024, titled: “Last Day January Clearance Event [.]” This email contained a false or misleading subject line sent by Boscov’s as described above at paragraphs 59 through 63.

c. An email sent on July 27, 2024, titled: “Our Mid Summer Clearance Event Ends Tonight [.]” This email contained a false or misleading subject line sent by Boscov’s as described above at paragraphs 64 through 68.

d. An email sent on July 26, 2025, titled: “Last Chance! Mid-Summer Blowout Sale Ends @ Midnight[.]” This email contained a false or misleading subject line sent by Boscov’s as described above at paragraphs 73 through 76.

e. An email sent on January 25, 2026, titled: “Free Shipping On Clothing Ends in Hours[.]” This email contained a false or misleading subject line sent by Boscov’s as described above at paragraphs 77 through 80.

f. An email sent on February 16, 2026, titled: “Presidents’ Day Hours Left! Don’t Miss These Deals[.]” This email contained a false or misleading subject line sent by Boscov’s as described above at paragraphs 81 through 84.

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

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

V. CLASS ALLEGATIONS

99. 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.

100. 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.

101. 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.

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

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

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

105. Plaintiff's claims are typical of the Class's because, among other reasons, Plaintiff

1 and Class members share the same statutory rights under CEMA and the CPA, which Defendant
2 violated in the same way by the uniform false or misleading marketing messages it sent to all
3 putative members.

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

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

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

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

VI. CLAIMS TO RELIEF

First Claim to Relief

Violation of the Commercial Electronic Mail Act, RCW 19.190.020

110. Plaintiff incorporates and realleges paragraphs 1-98 above.

111. 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).

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

113. 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).

114. 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).

115. 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).

116. For Defendant’s violation of CEMA, Plaintiff is entitled to all available relief,

1 including an injunction against further violations.

2 **Second Claim to Relief**

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

4 117. Plaintiff incorporates and realleges paragraphs 1–98 above.

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

8 119. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

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

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

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

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

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

23 125. Defendant initiated the transmission, conspired with another to initiate the
24

1 transmission, or assisted the transmission of such messages that contained false or misleading
2 information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

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

6 **VII. JURY DEMAND**

7 127. Plaintiff will demand a jury trial by separate document in accordance with Local
8 Civil Rule 38(b).

9 **VIII. PRAYER FOR RELIEF**

10 Plaintiff asks that the Court:

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

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

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

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

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

19 *[Counsel signatures to follow on next page.]*
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1 Date: May 1, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

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*** Applications for admission**

pro hac vice forthcoming