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KING COUNTY
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CASE #: 26-2-16060-1 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.

MOTOROLA MOBILITY, LLC,

Defendant.

Case 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 Defendant Motorola Mobility, LLC, (“Motorola”) 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

19.190.020(1)(b).

3. Defendant Motorola engages in the precise activity which CEMA prohibits.

4. Motorola engages 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.

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

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

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

II. JURISDICTION AND VENUE

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

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

III. PARTIES

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

11. Defendant Motorola Mobility, LLC has a principal place of business of 222 W. Merchandise Mart Plaza, Suite 1800, Chicago, IL 60654, and a registered agent of CT Corporation

System, 208 SO LASALLE ST, Suite 814, Chicago, ILL 60604-1101.

12. Defendant sells its products in Washington through their website and are 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 ... 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 Motorola’s marketing emails make false time scarcity**
 14 **claims.**

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

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

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

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

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

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

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

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

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

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

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

3 41. Motorola is a consumer electronics retailer and manufacturer of smart phones,
4 smart products like wearable tech, tech accessories, and related software and support systems and
5 services.

6 42. To advertise the products, accessories, and other offers available on its website,
7 Motorola sends spam emails to consumers.

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

11 44. Motorola has tailored its approach to fit a variety of offers, including promotion
12 extensions. In these examples, Motorola sends consumers emails to advertise an offer, promotion,
13 or sale and represents in the subject headings of those emails that the promotion will end
14 imminently. These emails present the promotional pricing as a scarce or time-limited opportunity.
15 This strategy commands consumers' attention and pressures them to purchase from Motorola's
16 website. Finally, once the originally advertised "deadline" has passed, Motorola knowingly
17 extends the promotion to a new end date.

18 45. While Motorola may present these extensions as though they are a favor or some
19 unexpected blessing to consumers, they are anything but. By pairing false time pressures with
20 surprise extensions—which are only disclosed once the original promotion has ended—Motorola
21 compels consumers to purchase quickly while withholding terms that consumers need so they can
22 make informed buying decisions.

23 46. This misleading marketing strategy allows Motorola to maximize sales during both
24

1 the initial promotion, as well as the subsequent extension.

2 47. A 2024 promotion provides an apt example of this strategy at work.

3 48. On December 2, 2024, Motorola sent a commercial email to consumers with the
4 subject heading: “ONE DAY ONLY! Cyber Monday 🎁” Inside, a banner running across the body
5 of the email repeated in the urgent warning in large text: “ONE DAY ONLY!”

6 49. But the promotion wasn’t ending that day.

7 50. A few days later, on December 4, 2024, Motorola sent another commercial email
8 with the subject heading: “EXTENDED! Cyber Monday Savings 🎁”

9 51. The information contained within the subject heading of the December 2, 2024,
10 email was false and misleading. By warning consumers that it was their last chance to participate
11 in the promotion, Motorola draws the consumer in using false urgency premised upon the false
12 deadline.

13 52. December 2, 2024, was not the only day to obtain this promotion. The information
14 contained in the subject heading of the December 2, 2024 email was false and misleading. The
15 subject heading of the December 4, 2024 email confirms the falsity of the subject line sent on
16 December 2, 2024.

17 53. The heading of the second email confirmed that the promotion would continue
18 beyond the deadline that Motorola previously, and unambiguously, communicated to consumers
19 in its December 2, 2024, subject line.

20 54. Thus, after warning consumers that the opportunity was ending, Motorola extended
21 the sale, thereby proving the falsity of its December 2, 2024, subject line. Consumers in receipt of
22 the December 2 email were not at risk of missing the offer because Motorola did not end the sale
23 on December 2, as it originally advertised. The false deadline and the false time scarcity presented
24

1 in the December 2 subject line are key elements in Motorola's cohesive marketing strategy. These
2 tactics are a coordinated marketing strategy designed on the front end and meant to compel
3 consumers to purchase products from Motorola's website.

4 55. The subject headings of these emails are designed for a busy consumer skimming
5 their inbox. They draw the consumer in with false information that Motorola knows to be
6 inaccurate when it sends the initial email.

7 56. Motorola continued this strategy in 2025.

8 57. In an example from February 28, 2025, Motorola sent a commercial email to
9 consumers with the subject heading: "Last Call: Iconic Deals Ending Soon! 🚨" The email
10 advertised "red carpet deals" and stated "This is your last chance to get up to \$300 off our
11 fashionable smartphone!" The words "last chance" were italicized in red text against a black
12 background.

13 58. But it was not "last call" for this promotion.

14 59. On March 5, 2025, Motorola sent another commercial email with the subject
15 heading: "These deals are still blooming 🌸" The body of the email advertised a promotion stating,
16 "Get up to \$350 off a new smartphone for spring."

17 60. The first email contained information in its subject heading that was false and
18 misleading. The language in the subject heading is designed by Motorola to gin up consumer
19 urgency when the promotion is not actually ending imminently. The information in the subject
20 heading misleads the consumer into thinking that to obtain the value of the promotion, they must
21 act *now*. The emails on February 28 and March 5 concern the same promotion on the same product.
22 It was not a consumer's "last chance" or "last call" to act on February 28, because a similar if not
23 better promotion was available mere days later.

1 61. All of this is part of a coordinated marketing strategy to gin up urgency where there
2 is none and create a mindset for consumers that they must act quickly to obtain a certain promotion
3 that is not, in fact, ending when Motorola says it is.

4 62. Motorola remained dialed into its deceptive strategy a few months later.

5 63. On April 18, 2025, Motorola sent a commercial email to consumers with the subject
6 heading: “Final Call on these spring deals 📞💐” Within the email, large text appearing at the top
7 announced, “FINAL CALL UP TO \$400 OFF.” Further down, additional text warned, “This is the
8 last chance to spring on these deals. Get up to \$400 off the season’s hottest phones.” Then, in small
9 text at the bottom of the email, Motorola specified the deals included in the promotion: “\$200 off
10 motorola razr+ 2024 and up to \$100 off with trade-in. \$350 off Motorola razr - 2023, as low as \$1
11 with trade-in and up to 20% off Moto Care. \$30 off moto g 5G - 2024 and up to 15% off Moto
12 Care. \$20 off moto g play - 2024 and up to 15% off Moto Care. \$400 off Motorola edge+ 2023
13 and as low as \$1 with trade-in. \$90 off moto g power 5G - 2024 and up to 15% off Moto Care.”

14 64. But it wasn’t the “final call” for these deals.

15 65. On April 21, 2025, Motorola sent another commercial email with the subject
16 heading: “New Blooms 🌸 UP TO \$400 OFF” Again, the first text greeting consumers within the
17 email was Defendant’s announcement of “UP TO \$400 OFF[.]” Additional text confirmed that
18 Motorola had “extended” the sale. Then, within fine print at the bottom of the email, Motorola
19 specified the offered deals. Much like the April 18, 2024, email, the April 21 promotion included
20 the “\$200 off motorola razr+ 2024 and an extra \$100 off with trade-in” and “\$400 off motorola
21 edge+ 2023 and as low as \$1 with trade-in” offers.

22 66. Thus, the subject heading of the April 18, 2025 email was false and misleading. The
23 promotion was not ending imminently, and in fact, deals referenced in the April 18 subject line
24

1 continued for days after the original deadline was communicated to consumers as ending
2 imminently.

3 67. Motorola was at it again this year.

4 68. On January 23, 2026, Motorola transmitted a commercial email to consumers with
5 the subject heading: “Final call on these frosty finds 🧊📞”

6 69. The body of the email reiterated “FINAL CALL” in all-caps, stating that the offers
7 to get \$500 off a new phone would end January 25, 2026. Fine print at the bottom of the email
8 indicated that the promotion would last until January 25, 2026, at 11:59pm CST. The email also
9 detailed the products included in the sale. For example, a motorola razr ultra (1TB) was offered
10 for \$500 off and a moto g power 5G – 2024 was offered at \$129.99.

11 70. But it wasn’t the final call for this promotion.

12 71. The promotion did not end on January 25.

13 72. On January 27, 2026, Motorola spammed consumers again with a commercial
14 email with the subject heading: “🚨 12 HOURS LEFT 🚨”

15 73. The red alarm emoji heighten the false sense of urgency created by Motorola.

16 74. The body of the January 27, 2026 email advertised the same promotion - \$500 off
17 winter bundles and new phones. The fine print at the bottom of the email indicated the promotion
18 would end on January 27, 2026 at 11:59pm. The email also offered the same pricing on the
19 motorola razr ultra (1TB) and moto g power 5G – 2024 phones that were advertised in the January
20 23, 2026, email.

21 75. But there wasn’t twelve hours left on this deal.

22 76. On January 28, 2026, Motorola sent another commercial email with the subject
23 heading: “JUST LANDED: New winter deals 🧊💎”

1 77. The body of the January 28, 2026 email advertised \$700 off new phones and winter
2 deals, including \$700 off a motorola razr ultra (1TB) (priced at \$799.99) and \$170 off a moto g
3 power 5G – 2024 (priced at \$129.99).

4 78. A consumer in receipt of the January 25 and 27, 2026, emails was better off waiting
5 for the pricing on January 28. The information in the subject headings of the January 25 and 27
6 emails was false and misleading. It ginned up urgency where there was none as part of a cohesive
7 marketing scheme to make consumers think promotions were ending imminently when they were
8 not. And the “new winter deal” on the moto g power 5G – 2024 was in fact the same promotional
9 pricing included in the earlier emails – the promotion had not ended on that item.

10 79. Similarly, on February 5, 2026, Motorola sent a commercial email to consumers
11 with the subject heading: “Our Valentine’s bundle won’t wait ”

12 80. The information in the subject heading of the February 5 email was false and
13 misleading.

14 81. On February 9, 2026, Motorola sent another commercial email to consumers with
15 the subject heading: “DEAL EXTENDED  \$700 off motorola razr ultra 1TB”

16 82. The body of the email contained Valentine’s Day themed colors and an image of a
17 cake in the shape of a heart with the text: “From: Moto To: You.”

18 83. The February 9 email confirmed the falsity of the information in the subject heading
19 of the February 5 email.

20 84. The information in the examples above communicated by Motorola to consumers
21 in the subject headings of its commercial emails was false and misleading – it was not the last
22 chance for consumers to obtain the promotion. Motorola misrepresented the duration and
23 availability of the promotions.

1 85. As the subject lines of its marketing emails demonstrate, Motorola employs a
2 strategy where it pressures consumers to make purchases from its website by falsely representing
3 the limited availability of its offers.

4 **C. Motorola knows when it sends emails to Washington residents.**

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

9 87. First, the sheer volume of email marketing that Motorola engages in put it on notice
10 that Washington residents would receive its emails.

11 88. Second, Motorola may obtain location information tied to email addresses when
12 consumers make purchases from Motorola through digital platforms, or otherwise self-report such
13 information to Motorola.

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

17 90. Specifically, Motorola appears to use third-party applications to manage its email
18 marketing campaigns, including Salesforce. These platforms should allow Motorola to access a
19 list of every email address that was sent a marketing email. It should also allow Motorola to
20 determine which email recipients viewed the emails and who clicked on any links within them.

21 91. Fourth, Motorola may obtain location information tied to email addresses by
22 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
23 which sell access to databases linking email addresses to physical locations, among other
24

1 identifiers.

2 92. Fifth, Motorola may obtain location information tied to email addresses by using
3 “identity resolution” services offered by companies such as LiveRamp, which can connect
4 consumers’ email addresses to their physical locations, among other identifiers.

5 93. Sixth, Motorola may obtain information that the recipients of its marketing emails
6 are Washington residents because that information is available, upon request, from the registrant
7 of the Internet domain names contained in the recipients’ email addresses. *See* RCW
8 19.190.020(2).

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

12 **D. Motorola violated Plaintiff’s right under CEMA to be free from deceptive**
13 **commercial emails.**

14 95. Motorola has spammed Plaintiff with commercial emails whose subject lines
15 contain false or misleading statements in violation of his right to be free from such annoyance and
16 harassment under CEMA.

17 96. For example, Plaintiff received an email containing false or misleading subject lines
18 sent by Motorola as described above in Section B, including:

- 19 a. The December 2, 2024 email with the subject heading: “ONE DAY ONLY!
20 Cyber Monday 🗓️” as discussed in paragraphs 47 through 55.
- 21 b. The April 18, 2025 email with the subject heading “Final Call on these
22 spring deals 📞 🌸” as discussed in paragraphs 62 through 66.
- 23 c. The January 27, 2026 email with the subject heading: “🔔 12 HOURS

1 LEFT 🚩” as discussed in paragraphs 67 through 78.

2 97. The subject lines of these emails are false or misleading in violation of CEMA as
3 described above.

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

6 **V. CLASS ALLEGATIONS**

7 99. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative
8 class (“Class”):

9 All Washington residents who, during the Class Period, received a
10 commercial email sent by the Defendant, on behalf of the
11 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..

12 100. Excluded from this definition of the Class are Defendant’s officers, directors, and
13 employees; Defendant’s parents, subsidiaries, affiliates, and any entity in which Defendant has a
14 controlling interest; undersigned counsel for Plaintiff; and all judges and court staff to whom this
15 action may be assigned, as well as their immediate family members.

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

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

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

23 104. There are questions of law or fact common to the class, including without limitation
24

1 whether Defendant sent commercial emails containing false or misleading information in the
2 subject line; whether Defendant sent such emails to email addresses it knew or had to reason to
3 know were held by Washington residents; whether Defendant's conduct violated CEMA; whether
4 Defendant's violation of CEMA constituted a *per se* violation of the Consumer Protection Act,
5 RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

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

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

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

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

First Claim to Relief

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).

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, including an injunction against further violations.

Second Claim to Relief

Violation of the Consumer Protection Act, RCW 19.86.020

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

118. 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.

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

120. 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).

121. 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).

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

123. 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).

E. Order such further relief the Court finds appropriate.

Date: May 14, 2026

Respectfully submitted,

/s/ Samuel J. Strauss

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*** Applications for admission**

***pro hac vice* forthcoming**