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

OLIVE GINER and JANET FREE, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

CROCS, INC. and CROCS RETAIL, LLC,

Defendants.

Case No.

CLASS ACTION COMPLAINT

Plaintiffs Olive Giner and Janet Free, (together "Plaintiffs,") individually and on behalf of all others similarly situated, bring this class action complaint against Defendants Crocs, Inc. and Crocs Retail, LLC (collectively, "Defendants"). Plaintiffs make the following allegations based upon, *inter alia*, the investigation made by their counsel, and based upon information and belief, except as to those allegations specifically pertaining to Plaintiffs which are based on their personal knowledge, and allege the following:

PRELIMINARY STATEMENT

1. This is a proposed class action seeking monetary damages, restitution, and injunctive and declaratory relief from Defendants arising from their deceptive email marketing practices, including false and misleading promotional email subject lines designed to create a false sense of urgency and time pressure.

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2. Defendants jointly own and operate the crocs.com website as a single, unified Crocs business and, through that website, market and sell casual footwear, including Crocs' signature Classic Clogs, and related products to consumers nationwide.

3. Defendants maintain a mass email marketing program through which they send promotional emails to hundreds of thousands, and likely millions, of consumers who have provided Defendants their email addresses.

4. These consumers reasonably rely on representations that Defendants make in email subject lines, including the time limits Defendants represent for discounts and sales, when deciding whether and when to open an email, visit Defendants' website, and consider a purchase.

5. Through their mass email marketing program, Defendants routinely fabricate urgency to drive traffic and sales. Defendants deploy subject lines and marketing language that create the false impression that a promotional sale or discount is about to expire, when in fact the same or a materially identical promotion continues or Defendants later relaunch it under an "Extended" subject line.

6. A legitimate, time-limited sale poses no problem. Defendants' fake sales, with fabricated deadlines and "extension" or one-time-only framing, are deceptive.

7. Defendants' "Extended" subject lines suggest that Defendants unexpectedly continued a promotion because of consumer demand, when in fact the purported "extension" is a marketing tactic that Defendants planned in advance rather than a genuine extension of an otherwise-expiring offer.

8. False time-scarcity marketing of this kind is a recognized "dark pattern." The Federal Trade Commission has identified the "False Limited Time Message" as a species of manipulative design in which a marketer creates "pressure to buy immediately by saying the offer is good only for a limited time or that the deal ends soon—but without a deadline or with a meaningless deadline that just resets when reached." Fed. Trade Comm'n, *Bringing Dark Patterns to Light* at 21-22 (2022).

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9. False deadline marketing harms consumers by substituting manufactured time pressure for informed choice: it pushes them to buy now rather than compare, deliberate, or decline and the seller captures the resulting sales.

10. Defendants use false deadlines and purported extensions to divert consumer attention away from competing offers and toward the artificially time-pressured promotion.

11. The challenged representations are material because the duration and availability of a discount affect whether and when a reasonable consumer opens the email, clicks through, visits the website, and considers purchasing.

12. Defendants control their marketing calendar, email templates, and promotional schedules. Because Defendants plan these campaigns in advance, their repeated use of false deadlines and "Extended" messages that they planned in advance is systemic, not accidental.

13. These emails induce consumers to engage with Defendants under a false impression of imminent scarcity, to Defendants' commercial benefit, regardless of whether every consumer ultimately completes a purchase.

14. Consumers who also make purchases, or make purchases in a manner or at a time they otherwise would not have, suffer additional reliance-based harm from the false time pressure.

15. A technically accurate statement elsewhere in an email does not cure Defendants' false-urgency marketing because the email's initial subject line independently communicates a false fact about the promotion's duration or availability.

16. Defendants' practices violate Washington's Commercial Electronic Mail Act ("CEMA"), ch. 19.190 RCW. Those violations further support a claim under Washington's Consumer Protection Act ("CPA"), ch. 19.86 RCW.

17. Plaintiffs seek restitution, disgorgement, damages, and injunctive and declaratory relief to stop Defendants from misrepresenting the length and true nature of their advertised promotions.

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PARTIES

18. Plaintiff Olive Giner is a resident of Seattle, Washington, and a citizen of the State of Washington.

19. Plaintiff Janet Free is a resident of Copalis Crossing, Washington, and a citizen of the State of Washington.

20. Defendant Crocs, Inc. is a Delaware corporation with its principal place of business located at 500 Eldorado Boulevard, Building 5, Broomfield, Colorado 80021. Crocs, Inc. is identified on the crocs.com website as an entity that owns and operates the website and, upon information and belief, initiated or directed the transmission of the promotional emails at issue, which were sent from the email address email@crocs-email.com.

21. Defendant Crocs Retail, LLC is a Delaware limited liability company with its principal place of business located at 500 Eldorado Boulevard, Building 5, Broomfield, Colorado 80021. Crocs Retail, LLC is identified on the crocs.com website as an entity that owns and operates the website and, upon information and belief, sells Crocs products to consumers through the website and initiated, directed, or assisted the transmission of the promotional emails at issue.

22. Defendants jointly own and operate the crocs.com website. The crocs.com Terms of Use state that the website "is owned and operated by Crocs, Inc.," and define the "Website" as "crocs.com, including the Crocs online store, which is owned and operated by Crocs Retail, LLC."[1] Defendants operate the Crocs business through a single website, a single brand, and a single email marketing program, and each Defendant is responsible for the promotional emails at issue.

JURISDICTION AND VENUE

23. This Court has personal jurisdiction over Defendants because Defendants direct commercial activity toward Washington, send commercial electronic mail

[1] https://www.crocs.com/customer-service/terms-of-use (last visited October 6, 2026)

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messages to Washington residents, and have caused injury in this State arising from those activities. Defendants jointly operate a global footwear business, including the crocs.com website, to market and sell footwear and related products to consumers nationwide, including Washington residents. Defendants use that website and an associated email marketing program to solicit purchases from consumers across the country, including in Washington. The challenged emails therefore solicit business on behalf of both Defendants. Defendants sent those emails to Plaintiffs and other Washington residents, and Plaintiffs received them in this State. These contacts are sufficient to establish specific personal jurisdiction over Defendants. *See, e.g.*, *Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021).

24. This Court has subject matter jurisdiction over this action pursuant to RCW 2.08.010 because this is a civil action in which the amount in controversy exceeds the jurisdictional minimum.

25. Venue is proper in this Court under RCW 4.12.025 because Defendants transact business in King County and a substantial part of the events giving rise to Plaintiffs' claims occurred in this County, including Plaintiff Giner's receipt of the challenged emails at her residence in Seattle, King County, Washington.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

A. Defendants' Promotional Email Marketing Program

26. Defendants jointly operate a global footwear business under the Crocs brand, including the crocs.com website, through which they market and sell casual footwear and accessories.

27. Defendants maintain a mass email marketing program through which they send promotional emails to hundreds of thousands, and likely millions, of consumers who have provided their email addresses.

28. Upon information and belief, Defendants designed the program to reach consumers nationwide.

29. Defendants collect consumer email addresses through their website.

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Consumers who create accounts, make purchases, or sign up for promotional communications provide their email addresses to Defendants, which Defendants then use to send marketing emails.

30. Defendants' promotional emails include limited-time discount offers, and "last chance" and "last call" reminders urging consumers to act before a stated deadline.

31. These emails are part of a calculated marketing strategy that Defendants orchestrate in advance to maximize sales and revenue by creating a false sense of urgency about the duration and availability of their promotions.

32. Consumers reasonably rely on the representations made in email subject lines, including representations about time limits on discounts and promotions, when deciding whether and when to open an email, visit Defendants' website, and consider a purchase. That reliance is precisely what Defendants' marketing is designed to exploit.

B. The Washington Commercial Electronic Mail Act and the Harm It Was Enacted to Prevent

33. In 1998, the Washington Legislature recognized that deceptive commercial email was becoming a growing threat to consumers. The Legislature found that the volume of commercial email was increasing and generating consumer complaints, and enacted CEMA to address those concerns, including by prohibiting commercial emails whose subject lines contain false or misleading information. Laws of 1998, ch. 149, § 1; RCW 19.190.005.

34. CEMA's subject-line prohibition serves a distinct consumer-protection purpose. The subject line is the gateway through which a commercial email first reaches a consumer's attention. Before a recipient decides whether to open, ignore, or delete a message, the subject line has already conveyed a representation about a product, a price, a deadline, or an opportunity. When that representation is false, it compromises the recipient's decision-making at the first point of contact.

35. The Legislature has determined that receipt of a commercial email with a

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false subject line is the injury CEMA remedies and fixed damages for each one. *See* RCW 19.190.040(1).

36. Deceptive commercial emails intrude on recipients' inboxes in a manner analogous to a common-law nuisance, consuming time and attention that the recipient did not choose to devote to a false message.

37. Deceptive commercial emails distort purchasing decisions in a manner analogous to common-law fraud, leading consumers to act on information the sender knows to be untrue. Further, they erode trust in legitimate commercial communications and burden consumers with the task of separating truthful promotions from fabricated ones.

38. These real-world injuries are not novel or abstract. They bear the essential characteristics of harms that the legal system has traditionally addressed, and the Washington Legislature enacted CEMA to provide a remedy for them.

39. CEMA does not create a bare procedural right untethered to a real-world consequence. It protects consumers from the tangible injury that occurs when the first information in a commercial message deceives them. That injury begins when a false subject line reaches the recipient's inbox and starts influencing whether, when, and how the recipient engages with the email.

40. CEMA's protection does not depend on whether the recipient ultimately opens the email, clicks through to the sender's website, or makes a purchase. The statute addresses the truthfulness of the subject line itself. That information shapes the consumer's initial decision about whether and how to engage with the message.

41. CEMA's truthfulness requirement likewise does not turn on whether the recipient solicited the email or relied on the false subject line in making a purchasing decision.

42. A consumer who agrees to receive promotional emails from a company consents to the channel of communication, not to deception in the content of those communications. When a sender uses that email relationship to place false information

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in the subject lines, the resulting harm falls within the conduct that the Legislature sought to prohibit when it enacted CEMA.

43. When a consumer gives an email address to a company, the consumer enters a relationship of trust. The consumer expects the company to use that access responsibly and to communicate truthfully. A company that exploits the email relationship by placing false information in the subject lines abuses the trust the consumer extended and turns a legitimate marketing channel into a vehicle for deception.

44. A consumer who agrees to receive promotional emails does not waive the right to receive truthful ones. Consent covers the medium, not the message.

45. Deceptive emails sent to consenting recipients can cause harms beyond those associated with unsolicited spam.

46. Because the consumer chose to receive emails from the sender, the consumer is more likely to open and engage with them and to credit the subject line's representations as truthful. The sender's exploitation of that trust magnifies the deception and increases the likelihood of consumer harm.

47. Defendants' marketing exploits the very reliance on email subject lines that CEMA was enacted to protect.

48. That reliance is reasonable because an offer's end date is an objective, verifiable fact. A consumer who reads that a sale ends on a specific date reasonably understands that the discount will no longer be available after the stated deadline.

49. Defendants' challenged practices concern the content of commercial emails, not merely the form, formatting, routing, or procedural transmission of those emails.

50. Ultimately, 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

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subject lines of such e-mails." *Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash. 2025).

C. Defendants' False Deadline Marketing Scheme

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

52. Defendants have engaged in a systematic scheme of false deadline marketing, repeatedly representing that promotional sales are ending imminently while planning to continue those same promotions.

53. Defendants regularly send promotional emails with subject lines containing false time-limited language designed to create an artificial sense of urgency. Subject lines representing that a promotional offer is expiring imminently pressure consumers to act immediately to take advantage of the advertised offer.

54. The following examples, spanning two years, from December 2023 through December 2025, demonstrate that Defendants' false deadline marketing is not accidental or isolated, but a deliberate and coordinated strategy.

December 2023 "2 for $50 Flash Sale"

55. In December 2023, Defendants launched a "flash sale" offering any two pairs of Crocs footwear for $50. On December 26, 2023, Defendants sent consumers an email with the subject line "Flash sale alert! 2 for $50 starting now!"

56. The next day, December 27, 2023, Defendants sent consumers an email with the subject line "🚨 Last chance! 2 for $50 ends at midnight!," expressly representing that the promotion would end at midnight that night.

57. However, on December 28, 2023, Defendants sent consumers an email with the subject line "EXTENDED! 2 pairs for just $50!," falsely characterizing the continuation of the same promotion as an unexpected "extension."

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58. The December 2023 sequence demonstrates that Defendants' false deadline marketing was already a deliberate, coordinated strategy. Defendants told consumers they had a "last chance" before a midnight cutoff and then, the very next day, offered the same deal again under an "EXTENDED" banner.

January 2024 "Up to 50% Off Sale"

59. In January 2024, Defendants ran a promotion offering up to 50% off select styles of Crocs shoes. On January 5, 2024, Defendants sent consumers an email with the subject line "Last call! Up to 50% styles ends today," expressly representing that the promotion would end that day.

60. However, on January 8, 2024, three days after the purported "last call," Defendants sent consumers an email with the subject line "EXTENDED! Up to 50% styles ends today only," falsely characterizing the continuation of the same promotion as an unexpected "extension" and once again representing that the sale would end that day.

September 2024 "2 for $50 Weekend Sale"

61. In September 2024, Defendants again offered any two pairs of Crocs footwear for $50. On September 22, 2024, Defendants sent consumers an email with the subject line "Last call! Pick 2 pairs for just $50, this weekend only," expressly representing that the promotion would end that weekend.

62. However, on September 24, 2024, after that weekend had passed, Defendants sent consumers an email with the subject line "Sale extended! One more chance to get 2 pairs for $50!," falsely characterizing the continuation of the same promotion as an unexpected "extension."

February and March 2025 "2 for $50 Deal Alert"

63. In late February 2025, Defendants once again offered any two pairs of Crocs footwear for $50. On February 28, 2025, Defendants sent consumers an email with the subject line "Deal Alert 2 pairs for $50!"

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64. On March 4, 2025, Defendants sent consumers an email with the subject line "Surprise! One more day of 2 for $50 footwear," accompanied by preview text stating "Sale extended! Shop now for double-up savings." The "Surprise!" and "One more day" framing falsely represented that the 2 for $50 promotion had been set to end and that Defendants had unexpectedly continued it.

Cyber Week 2025 "2 for $50 Promotion"

65. At the start of December 2025, Defendants launched a Cyber Week promotion offering any two pairs of Crocs footwear for $50.

66. On December 1, 2025, Defendants sent consumers multiple emails, including emails with the subject lines "Cyber Monday Deal: 2 for $50!" and "Don't wait! Get 2 for $50!," leading consumers to believe that the promotion was available for only a limited time and pressuring them to act immediately.

67. On December 2, 2025, Defendants sent consumers an email with the subject line "2 for $50 Ends Tonight," expressly representing that the 2 for $50 promotion would end that night.

68. However, on December 3, 2025, the day after the promotion supposedly ended, Defendants sent consumers an email with the subject line "Only hours left to get 2 for $50!," revealing that the same promotion remained available and again representing that it was about to end.

December 2025 "Extra 50% Off Sale"

69. Less than two weeks later, Defendants launched a promotion offering an extra 50% off select styles. On December 12, 2025, Defendants sent consumers an email with the subject line "Final hours! Extra 50% off select styles," expressly representing that the promotion was in its final hours.

70. However, on December 13, 2025, after those purported "final hours" had passed, Defendants sent consumers an email with the subject line "Extra 50% off is ending soon!!," again representing that the same promotion was about to end.

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71. On December 14, 2025, Defendants sent consumers yet another email with the subject line "Extra 50% off Ends Tonight! For Real." That email represented, for the third consecutive day, that the same promotion was ending.

72. The December 2025 sequence is particularly egregious. By adding "For Real" to their third consecutive deadline, Defendants effectively conceded that their prior "final hours" and "ending soon" representations were not true. This was not an unexpected change. It was a calculated deception designed to pressure consumers into immediate purchases by falsely representing that the opportunity was about to vanish.

73. The foregoing examples, spanning from December 2023 through December 2025, establish that Defendants' false deadline marketing is a coordinated, premeditated scheme that Defendants have knowingly executed across multiple promotional campaigns over two years.

74. Defendants' 2 for $50 promotion alone illustrates the point. Defendants advertised the same 2 for $50 offer, each time framed as a flash sale, deal alert, last chance, last call, or limited-time event, in December 2023, September 2024, February and March 2025, and December 2025. A sale that Defendants declare over, then extend, and then bring back in substantially the same form in future promotional cycles is not a genuine, time-limited promotion.

75. The phrases "EXTENDED," "Sale extended," "Surprise! One more day," and "One more chance" in Defendants' subject lines convey to a reasonable consumer that Defendants unexpectedly continued an offer that they had previously set to expire, perhaps because of popular demand or a last-minute business decision.

76. When Defendants plan the continuation in advance, schedule the "EXTENDED" email before the original promotion even launches, and carry the promotion forward under a new label while retaining the same terms and discount, that representation is false or misleading. The "extension" does not reflect an unexpected change in circumstances. It reflects the original plan.

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77. These tactics work exactly as Defendants designed them to work and benefit Defendants by increasing consumer traffic to their website and the likelihood of sales. When consumers believe a discount is about to disappear, they are less likely to comparison-shop, less likely to deliberate, and more likely to purchase impulsively from the advertiser that manufactured the deadline.

78. Upon information and belief, Defendants have employed these deceptive marketing practices for years and continue to employ these same tactics because they work. The false sense of urgency pressures consumers to make immediate purchasing decisions they would not otherwise make, and the subsequent "extension" emails capture additional sales from consumers who missed the original deadline.

79. Defendants have refined and repeated this playbook because it generates revenue at consumers' expense.

80. The consistency of Defendants' conduct, using the same 2 for $50 offer, the same "last chance," "last call," "final hours," and "ends tonight" language, and the same "EXTENDED," "Sale extended," and "one more day" follow-up emails across different promotional periods, demonstrates that these emails are part of a standardized marketing playbook, not genuine responses to unexpected circumstances.

81. Defendants manufactured this scheme to replay it indefinitely. Defendants' promotional calendar, email templates, and scheduling tools allow them to plan and queue promotional emails in advance. Upon information and belief, the emails in each sequence described above were scheduled as part of coordinated campaigns, deliberately planning the artificial expiration date and the renewal as components of a single marketing sequence.

82. The deception operates at the point of first contact: the subject line is the first information a recipient sees and often determines whether the recipient opens the email. A false deadline or false "extension" can short-circuit rational comparison by causing consumers to focus on an allegedly expiring offer and diverting their attention from competing footwear products and promotions.

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D. Defendants' Knowledge Under CEMA

83. Defendants operate a major global footwear brand with access to real-time email analytics showing how urgency language affects recipient engagement. Defendants can measure the performance of different subject lines and promotional campaigns and can compare the resulting opens, clicks, website visits, and purchases.

84. Upon information and belief, Defendants' email marketing platform tracks and reports open rates, click-through rates, and conversion rates, and Defendants use that data to optimize their use of urgency language. The repeated scheduling of "Extended" emails after stated deadlines, together with the commercial benefits that a contrived sense of urgency generates, supports the inference that Defendants knowingly or recklessly continued the practice.

85. Defendants know, or have reason to know, that their promotional emails reach Washington residents.

86. As operators of a major global footwear brand and a large-scale email marketing program, Defendants maintain customer account records containing names, billing addresses, shipping addresses, and other contact information. They also obtain location information from purchases and other interactions through their website, and their email marketing platform tracks recipient IP addresses that correlate to geographic location at least at the state level. These ordinary business records give Defendants actual or constructive knowledge of where their email recipients reside.

87. RCW 19.190.020(2) independently presumes the sender's knowledge of Washington residency when that information is available, upon request, from the registrant of the recipient's email domain. Defendants therefore have no basis to claim that they were unaware of their recipients' Washington residency.

88. Upon information and belief, Defendants may obtain location information associated with their email recipients by purchasing or licensing consumer data from third-party data aggregators and brokers that maintain databases correlating email addresses with geographic and demographic information, including state of residence.

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89. Upon information and belief, Defendants may further determine the geographic location of their email recipients through third-party identity resolution and data enrichment services that match email addresses to consumer profiles containing physical location data.

90. The sheer volume of Defendants' email marketing puts them on notice that Washington residents would receive their emails.

91. Upon information and belief, Defendants send promotional emails to consumers on a near-daily basis concerning their footwear and related products. For example, on December 1, 2025, alone, Defendants sent consumers multiple promotional emails. Given the nationwide reach of Defendants' email program and Washington's share of the national population, it is highly probable that a substantial number of recipients are Washington residents.

92. Defendants' knowledge that the represented deadlines were false or misleading is, at minimum, fairly implied by objective circumstances. Defendants set their promotional calendar, draft their subject lines, and schedule their "Extended" emails in advance, before the original promotion launches. They have repeated the same sequence of announcing a deadline and then continuing the promotion across multiple campaigns. A company that controls every aspect of its promotional timeline and repeats that sequence cannot plausibly claim that it did not know its stated deadlines were false.

93. CEMA does not require proof that any particular employee of Defendants subjectively recognized the falsity of the deadlines. The statute requires either actual knowledge or knowledge fairly implied on the basis of objective circumstances. Those circumstances are present here: Defendants control their promotional schedule, prepare the "Extended" email before the original promotion begins, and repeat the same sequence across campaigns.

94. Statements that a sale "ends today," "ends at midnight," or "Ends Tonight," that a sale is in its "final hours," that consumers have a "last chance" or "last

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call," or that Defendants have "EXTENDED" an offer or are offering "one more day," convey verifiable facts about the offer's duration and availability. They do not amount to mere puffery.

95. Defendants could obtain the legitimate benefits of promotional email marketing without deception by using genuine deadlines and accurately describing any continuation. That straightforward alternative shows that Defendants chose to manufacture scarcity rather than act from business necessity.

96. Defendants' status as a major global footwear brand makes it implausible that these emails resulted from carelessness. Defendants employ marketing professionals, use sophisticated email marketing platforms, and have access to real-time analytics that track campaign performance.

97. Defendants know or should know that consumers respond to the urgency their subject lines convey because they designed their email program to capitalize on that response.

E. CAN-SPAM Does Not Preempt These Claims

98. CAN-SPAM generally preempts state regulation of commercial email, but expressly preserves state laws "to the extent that [they] prohibit[] falsity or deception in any portion of a commercial electronic mail message." 15 U.S.C. § 7707(b)(1).

99. Plaintiffs' claims fall within that savings clause because they target materially false or misleading subject-line content about how long Defendants' promotions would last and whether they remained available, rather than mere formatting, routing, or procedural transmission of email.

100. The subject line is the first information a recipient sees and can determine whether the recipient opens the email. A false deadline or purported "extension" is a material misrepresentation that induces consumers to act under false time pressure rather than compare competing offers, and the alleged deception is not cured by accurate information elsewhere in the email.

101. Because the challenged conduct concerns falsity or deception in the

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content of commercial emails, Plaintiffs' CEMA and CPA claims are preserved and are not preempted by CAN-SPAM.

F. Plaintiffs' Experiences

Plaintiff Olive Giner

102. Plaintiff Olive Giner is a Washington consumer who voluntarily provided her email address to Defendants in connection with Defendants' business. Defendants subsequently enrolled Plaintiff Giner in their promotional email marketing program.

103. Plaintiff Giner expected that any promotional communications she received from Defendants would contain truthful information about Defendants' products, promotions, and sales.

104. Plaintiff Giner did not consent to receive commercial emails containing false or misleading information in the subject line or body.

105. Defendants' emails to Plaintiff Giner contained false or misleading subject lines in violation of CEMA, exceeding the scope of any consent Plaintiff Giner may have given to Defendants.

106. Plaintiff Giner received emails from Defendants with subject lines representing that sales were ending imminently.

107. On December 1, 2025, Plaintiff Giner received an email with the subject line "Cyber Monday Deal: 2 for $50!" On December 2, 2025, Plaintiff Giner received emails with the subject lines "2 for $50 Ends Tonight". However, on December 3, 2025, Plaintiff Giner received an email with the subject line "Only hours left to get 2 for $50!"

108. Plaintiff Giner saw these subject lines in her inbox. The subject line is the first piece of information a recipient encounters and determines whether the recipient opens the email.

109. Defendants' representations about when the 2 for $50 promotion would end were false or misleading. The promotion did not end at the time Defendants represented.

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110. Instead, Defendants continued the same promotion after the stated deadline, revealing that the deadline was artificial. The false representations were material to Plaintiff Giner's decision-making.

111. Plaintiff Giner opened and read several of Defendants' promotional emails. The email bodies reinforced the subject lines' representations about when the promotion would end.

112. Plaintiff Giner understood these communications to mean that the promotional discount would end at the stated time, and she believed those representations to be true.

113. Upon information and belief, Plaintiff Giner has received additional promotional emails from Defendants containing false or misleading subject lines.

114. Plaintiff Giner also opened Defendants' emails sooner than she otherwise would have, felt pressured to act before the stated deadline, and devoted time and attention to Defendants' promotion under the false impression that the opportunity was about to expire.

115. By sending Plaintiff Giner emails with subject lines that falsely represented when the promotion would end, Defendants exceeded the scope of any consent Plaintiff Giner provided and subjected her to deceptive commercial communications she did not bargain for.

116. As a result of Defendants' conduct, Plaintiff Giner suffered harm, including wasted time and attention diverted to Defendants' promotional offers under false pretenses; distortion of her consumer decision-making process; lost opportunity to make informed decisions about whether and when to engage with Defendants' promotions; and undermined ability to trust Defendants' representations going forward.

Plaintiff Janet Free

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117. Plaintiff Janet Free is a Washington consumer who voluntarily provided her email address to Defendants in connection with Defendants' business. Defendants subsequently enrolled Plaintiff Free in their promotional email marketing program.

118. Plaintiff Free expected that any promotional communications she received from Defendants would contain truthful information about Defendants' products, promotions, and sales, and she did not consent to receive commercial emails containing false or misleading information in the subject line or body.

119. Plaintiff Free received emails from Defendants with subject lines representing that sales were ending imminently. On November 20, 2025, Plaintiff Free received an email with the subject line "Last chance for that price drop." On November 21, 2025, Plaintiff Free received an email with the subject line "Time's almost up for extra savings." Defendants had planned to continue that discount all along.

120. Plaintiff Free saw these subject lines in her inbox. The subject line is the first piece of information a recipient encounters and determines whether the recipient opens the email.

121. Plaintiff Free understood these communications to mean that the promotional discount would end imminently, and she believed those representations to be true.

122. Defendants' representations about when the price drop would end were false or misleading. The price drop did not end when Defendants represented it would.

123. Instead, the same discount remained available the day after Defendants called it a "last chance," revealing that the stated deadline was artificial. The false representations were material to Plaintiff Free's decision-making.

124. Upon information and belief, Plaintiff Free has received additional promotional emails from Defendants containing false or misleading subject lines, similar to those alleged above.

125. Plaintiff Free also opened Defendants' emails sooner than she otherwise would have, felt pressured to act before the stated deadline, and devoted time and

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attention to Defendants' promotion under the false impression that the opportunity was about to expire.

126. By sending Plaintiff Free emails with subject lines that falsely represented when the discount would end, Defendants exceeded the scope of any consent Plaintiff Free provided and subjected her to deceptive commercial communications she did not bargain for.

127. As a result of Defendants' conduct, Plaintiff Free suffered harm, including wasted time and attention diverted to Defendants' promotional offers under false pretenses; distortion of her consumer decision-making process; lost opportunity to make informed decisions about whether and when to engage with Defendants' promotions; and undermined ability to trust Defendants' representations going forward.

CLASS ALLEGATIONS

128. Pursuant to Washington Superior Court Civil Rule 23, Plaintiffs bring this action on behalf of themselves and a Class of similarly situated persons, defined as follows:

> All Washington residents who, within the applicable statute of limitations, received one or more commercial emails from Defendants with a subject line that misrepresented the facts of a sale, discount, or promotion.

129. Excluded from the Class are Defendants, any entities in which they have a controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and members of such persons' immediate families, and the presiding judge(s) in this case, and their staff. Plaintiffs reserve the right to expand, limit, modify, or amend this class definition, including the addition of one or more subclasses, in connection with their motion for class certification, or at any other time, based upon, *inter alia,* changing circumstances and/or new facts obtained during discovery.

130. **Numerosity**: At this time, Plaintiffs do not know the exact size of the

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Class; however, due to the nature of the trade and commerce involved, Plaintiffs believe that the Class members are well into the thousands, and thus are so numerous that joinder of all members is impracticable. The number and identities of the members of the Class are administratively feasible and can be determined through discovery of records in Defendants' possession.

131. **Commonality**: There are questions of law or fact common to the Class, which include, but are not limited to, the following:

a. Whether Defendants sent commercial emails to email addresses they knew or had reason to know were held by Washington residents, using subject lines containing false or misleading information about the duration or availability of promotional sales or discounts;

b. Whether Defendants knew, or their knowledge was fairly implied from objective circumstances, that their challenged subject lines were false or misleading;

c. Whether Defendants' false-urgency email marketing violated CEMA and constituted a per se unfair or deceptive act under the CPA;

d. Whether Defendants' standardized promotional schedules, subject lines, and "Extended" campaigns misrepresented the duration or availability of their promotions and deceived consumers;

e. Whether Defendants' conduct caused the injury alleged, including the receipt of violating emails, the time and attention Defendants diverted, website engagement, and purchases that consumers made or made on different terms under false pretenses;

f. Whether Plaintiffs and the Class are entitled to statutory damages, treble damages, attorneys' fees and costs, restitution, disgorgement, injunctive relief, and other appropriate relief.

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132. **Typicality**: Like Plaintiffs, many other consumers received promotional emails from Defendants containing subject lines that falsely represented that a promotion was time-limited, or that Defendants had extended it. Plaintiffs' claims are typical because Defendants exposed Plaintiffs and each Class member to the same standardized representations, and the same false-urgency practice injured them. The claims arise from the same legal theory, making class treatment appropriate.

133. **Adequacy of Representation**: Plaintiffs are committed to pursuing this action and have retained counsel competent and experienced in prosecuting and resolving consumer class actions. Plaintiffs will fairly and adequately represent the interests of the Class and have no interests antagonistic to those of the Class.

134. **Predominance**: The common questions that Plaintiffs identified above predominate over questions affecting only individual members because liability turns on Defendants' standardized email content, promotional schedules, and conduct in representing the duration or availability of sales.

135. **Superiority**: A class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Individual actions would require substantial time and expense compared with the modest individual value of the claims, while a class action will conserve judicial resources and provide access to relief.

136. **Ascertainability**: Defendants' email-distribution, account, and customer records can identify Class members. Objective criteria allow the Court to ascertain the proposed Class.

137. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief and corresponding declaratory relief with respect to the Class as a whole.

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CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

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

(On Behalf of Plaintiffs and the Class)

138. Plaintiffs repeat, reallege, and incorporate the allegations in Paragraphs 1 through 137 as if fully set forth herein.

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

140. Defendants are a "person" within the meaning of CEMA. RCW 19.190.010(11).

141. Defendants initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of "commercial electronic mail messages" within the meaning of CEMA, including the promotional emails described herein. RCW 19.190.010(2).

142. Defendants initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of such messages to electronic mail addresses that Defendants knew, or had reason to know, were held by Washington residents, including through customer account, billing, shipping, and location data, and through "information [that] 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).

143. Defendants initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of such messages that contained false or

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misleading information in the subject line, as this complaint describes, in violation of CEMA. RCW 19.190.020(1)(b).

144. The representations that promotions end on specified dates, that consumers have "final hours" or one "last chance," and that Defendants have used the word "extended" to describe an offer communicate objective facts about duration and availability, not puffery. They contain false or misleading information within the meaning of CEMA.

145. CEMA requires truthfulness in email subject lines, and that truthfulness does not depend on what the rest of the email conveys. *See Brown v. Old Navy, LLC*, 567 P.3d 38 (Wash. 2025).

146. Each violating email is a separate violation of CEMA giving rise to statutory damages.

147. Defendants' knowledge that the subject-line representations were false or misleading is actual or, at a minimum, fairly implied on the basis of objective circumstances because Defendants control their promotional calendar, draft and schedule their emails in advance, and repeated the same declare-it-over-then-extend-it pattern.

148. Plaintiffs and the Class are entitled to all available relief, including statutory damages of $100 per violation, or actual damages, whichever is greater, under RCW 19.190.040(1), and injunctive relief.

SECOND CLAIM FOR RELIEF
Violation of Washington's Consumer Protection Act, RCW 19.86.020
(On Behalf of Plaintiffs and the Class)

149. Plaintiffs repeat, reallege, and incorporate the allegations in Paragraphs 1 through 137 as if fully set forth herein.

150. 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.

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

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

153. CEMA's statutory damages provision establishes the injury and causation elements as a matter of law. The injury is the receipt of an email that violates CEMA.

154. Defendants violated CEMA as alleged herein by initiating the transmission of commercial electronic mail messages with false or misleading subject lines to email addresses they knew or had reason to know were held by Washington residents.

155. Defendants' conduct also constitutes independently unfair acts or practices because false-urgency marketing offends established public policy favoring truthful advertising and informed consumer choice, is immoral, unethical, oppressive, and substantially injurious to consumers. Further, the harm of these false-urgency marketing emails outweighs any utility.

156. Defendants' conduct constitutes independently deceptive acts or practices because the false-urgency subject lines are likely to deceive reasonable consumers about the duration and availability of promotional offers.

157. Defendants' unfair or deceptive acts vitally affect the public interest. RCW 19.190.030(3); RCW 19.190.100.

158. For Defendants' violations of the CPA, Plaintiffs and the Class are entitled to the greater of actual damages or statutory damages, trebled; costs of suit, including reasonable attorneys' fees; and injunctive relief. RCW 19.86.090.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, seek an Order:

1. Certifying the proposed Class, appointing Plaintiffs as Class Representatives, and appointing the undersigned counsel as Class Counsel;

2. Declaring that Defendants violated CEMA and the CPA;

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3. Providing any and all injunctive and declaratory relief the Court deems appropriate, including prohibiting Defendants from using false or misleading subject lines that represent that a promotion is ending or that Defendants have genuinely extended a promotion even though the same or a materially identical promotion continues;

4. Awarding statutory damages of $100 for each violating commercial email that a Class member received, or actual damages, whichever is greater, under RCW 19.190.040(1), to the extent available;

5. Awarding treble damages under RCW 19.86.090, subject to the $25,000 cap per Class Member, and actual, compensatory, incidental, consequential, reliance, benefit-of-the-bargain, and other damages in an amount that the Court or jury determines, in accordance with applicable law;

6. Awarding Plaintiffs and the Class reasonable attorneys' fees and costs;

7. Awarding pre- and post-judgment interest to the extent applicable law permits;

8. Providing such further relief as this Court may deem just, equitable, and proper.

DEMAND FOR JURY TRIAL

Plaintiffs and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

Dated: October 9, 2026

By: */s/ Andrew J. Shamis*
Andrew J. Shamis (WSBA 61955)
Edwin E. Elliott*
Tonyia Johnson*
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**pro hac vice* forthcoming

JS 44 (Rev. 03/24)

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

OLIVE GINER and JANET FREE

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Andrew J. Shamis, Edwin E. Elliott, and Tonyia Johnson, Shamis & Gentile, P.A., 14 NE 1st Ave., Suite 705, Miami, FL 33132 305-479-2299

DEFENDANTS

CROCS, INC. and CROCS RETAIL, 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)*

Patrick J. Fitzgerald, Watstein Terepka LLP, 75 14th Street NE, Ste. 2600, Atlanta, GA 30309, Tel. 404-400-3382

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)*
(For Diversity Cases Only)

	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
- ☐ 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

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

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

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

FORFEITURE/PENALTY
- ☐ 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

BANKRUPTCY
- ☐ 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

OTHER STATUTES
- ☐ 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

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(d), 1441, 1446, 1453

Brief description of cause:
Putative class claims under Washington CEMA (RCW 19.190) and CPA (RCW 19.86) based on promotional email subject lines.

VII. REQUESTED IN COMPLAINT:

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

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
11/18/2026

SIGNATURE OF ATTORNEY OF RECORD
/s/ Patrick J. Fitzgerald

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.