UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF WASHINGTON

Jeffrey Gralish, individually and on behalf of all others similarly situated,

Plaintiff,

v.

American Eye Vision, Inc. d/b/a Goggles4U,

Defendant.

Case No. 2:26-cv-4020

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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Plaintiff Jeffrey Gralish, individually and on behalf of all others similarly situated, brings this class action suit for damages and equitable relief against American Eye Vision, Inc. d/b/a Goggles4U ("Goggles4U" or "Defendant"). Plaintiff makes the following allegations based upon information and belief and the investigation of his counsel, except as to allegations specifically pertaining to Plaintiff, which are based on personal knowledge:

NATURE OF THE ACTION

1. This class action complaint arises from Defendant's pattern and practice of sending marketing emails with false and misleading subject lines to Washington residents.

2. Defendant sells eyewear—namely glasses and sunglasses—through its website, goggles4u.com, and regularly sends commercial marketing emails to consumers nationwide, including Washington residents. Those emails systematically misrepresent the nature of Defendant's promotions, falsely implying that discounts are temporary, that deals are expiring, and that offers are personalized to individual recipients. Defendant's scheme employs "dark patterns," or design practices intended to coerce consumers into making choices they would not have made on their own.

3. At the threshold, Defendant's advertised "discounts" are not discounts at all. Defendant promotes purported price reductions through subject lines such as "Prime Sale 50% + 39% OFF Is Live" and "Last Chance for Mega Sale." But the "discounts" underlying these promotions are permanently active and available to any consumer at any time. These "discounts" are simply Defendant's ordinary, everyday prices.

4. Defendant nonetheless floods consumers' inboxes with subject lines advertising steep, time-sensitive price reductions ("Don't Wait, It's a BIG Sale" "Final Call to Save BIG" "This is the only chance to save MASSIVE") even though these products are always on sale.

5. Defendant compounds this deception by fabricating personalization. Subject lines such as "Your exclusive offer has arrived," "Your exclusive offer has been unlocked," and "You've got exclusive access" expressly represent that the recipient has been singled out for a special deal. However, the same promotions are universally available. Defendant deploys these misrepresentations to exploit consumer psychology and drive purchases under false pretenses.

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6. Accordingly, Plaintiff seeks monetary and injunctive relief against Defendant for violating the Washington Consumer Electronic Mail Act ("CEMA"), RCW 19.190, *et seq*., and the Washington Consumer Protection Act ("CPA"), RCW 19.86 *et seq*.

THE PARTIES

7. Plaintiff Jeffrey Gralish is a citizen of Washington State and resides in Issaquah, Washington. Plaintiff has been subjected to Defendant's misleading email marketing campaign since at least 2024.

8. Defendant American Eye Vision, Inc. is a California corporation headquartered in Cerritos, California.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because the aggregate amount in controversy exceeds $5 million, exclusive of interests and costs; more than 100 class members are involved; and many members of the proposed Class are citizens of different states than the Defendant.

10. This Court has personal jurisdiction over Defendant because it committed the tortious acts alleged herein in Washington, regularly conducts business in this District, and has extensive contacts with this forum.

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Plaintiff resides in this District, a substantial part of the events or omissions giving rise to the claim occurred in this District, and Defendant transacts substantial business in this District.

FACTUAL ALLEGATIONS

12. "CEMA was enacted to protect concrete interests in being free from deceptive commercial e-mails. CEMA's prohibition on sending commercial e-mails with false or misleading subject lines . . . creates a substantive right to be free from deceptive commercial e-mails." *Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1011 (W.D. Wash. 2019).

13. It is therefore a violation of CEMA to "initiate the transmission, conspire with another to initiate the transmission, or assist the transmission, of a commercial electronic mail message from a computer located in Washington or to an electronic mail address that the sender knows, or

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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).

14. As alleged herein, Defendant initiated or conspired to initiate the transmission of commercial emails with false and misleading subject lines to Washington residents, including Plaintiff, in violation of RCW 19.190.020(1).

I. Defendant has Initiated or Conspired to Initiate the Transmission of Commercial Emails with False and Misleading Subject Lines.

15. Defendant has initiated or conspired to initiate the transmission of commercial electronic mail messages with false or misleading subject lines to Plaintiff and Class members.

16. Defendant's false or misleading subject lines fall into three categories: (a) subject lines that describe a discount when the discount is perpetual and therefore not a genuine discount; (b) subject lines that contain urgency cues implying a limited-time offer when no such limitation exists; and (c) subject lines that advertise personalized sales that are not actually personalized.

17. Defendant has advertised its products using "[ ]% off" pricing promotions in the subject lines of its marketing emails. In reality, discounts are continuously available, and consumers are falsely led to believe they are receiving a temporary promotional price reduction or special purchasing opportunity.

18. In doing so, Defendant "[c]reat[es] pressure to buy immediately by offering a fake 'discounted' or 'sale' price," a type of deceptive "dark pattern," or "design practices that trick or manipulate users into making choices that they might not otherwise have made."[1]

19. Defendant has sent the following subject lines, among others, to Plaintiff and Class members advertising such purported discounts:

- Prime Sale 50% + 39% OFF Is Live (June 23, 2026)
- We brought it back, 50 + 39% OFF (August 18, 2026)
- Mega 50% + 40% OFF Sale Ends Tonight (August 19, 2026)
- It's Back 50% + 40% OFF (September 12, 2026)

[1] *Bringing Dark Patterns to Light,* FTC STAFF REPORT (2022), www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf.

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20. At any given time, Defendant makes available codes offering extreme sales on its products, such as 50% off and 40% off the same purchase. Because these, or similar, deals are perpetually available to any consumer, the advertised "discounts" are not discounts, but Defendant's ordinary, everyday prices.

21. Defendant also uses urgency cues in its subject lines that create "pressure to buy immediately by saying the offer is good only for a limited time or that the deal ends soon," even though the advertised discounts are not actually expiring and continue to be offered on an ongoing basis. This is another type of "dark pattern."[2]

22. Plaintiff and Class members received emails with the following subject lines containing such urgency cues:

- Extended Memorial Day Sale - Tonight Only (May 27, 2026)
- Last Chance For Start of Month Sale (June 2, 2026)
- Super Sunday, Super Sale Ends Tonight (June 7, 2026)
- This Discount Won't Last Forever (June 14, 2026)
- Big Savings. Little Time (June 24, 2026)
- The Secret Sale Ends Soon (July 2, 2026)
- Extended 4th Of July Sale Ends Tonight (July 5, 2026)
- Final Call To Save BIG (July 14, 2026)
- Final Call To Save BIG (July 21, 2026)
- Checkout Now Before Black Friday Sale In July Ends (July 25, 2026)
- Final Call For Black Friday In July Sale (July 27, 2026)
- Now Or Never Black Friday Sale In July (July 29, 2026)
- Final Call For Month End Black Friday Sale (July 31, 2026)
- Last Chance For Start Of Month Sale (August 3, 2026)
- Now Or Never, Sale Ends Tonight (August 5, 2026)
- Last Chance To SAVE More (August 6, 2026)
- Final Call To Save BIG (Prescription Eyeglasses Sale) (August 11, 2026)

[2] *Id.*

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- Hurry Limited Time Left For The Exclusive Sale (August 12, 2026)
- Act Fast! Sale Expires Tonight (August 14, 2026)
- Save Before the Sale Ends (August 15, 2026)
- Catch the Sale Before It's Over (August 16, 2026)
- Limited Time. Big Savings (August 25, 2026)
- Final Call For The BIG Savings (August 26, 2026)
- Final Call For The Exclusive Sale (August 27, 2026)
- Month End Eyeglasses Sale - 1 Day Only (August 31, 2026)
- Now Or Never Sale Ends Tonight (September 1, 2026)
- Still LIVE Extended Sale Ends Tonight (September 8, 2026)
- Extended Sale Ends Anytime Now (September 9, 2026)
- Grab Now Before This Offer Is Gone (September 11, 2026)
- Oh No The Sale Is Almost Over (September 14, 2026)
- This is the only chance to save MASSIVE (September 15, 2026)
- Don't Wait It's Now Or Never (September 16, 2026)
- Extended Sale Ends Tonight (September 17, 2026)
- Last Chance For Mega Sale (September 21, 2026)
- One Day Only Biggest Clearance Sale (September 22, 2026)
- Final Call Clock Is Ticking (September 24, 2026)
- Time Is Running Out on This Sale (September 26, 2026)
- Month End Eyeglasses Sale Ends Anytime (September 28, 2026)
- Now Or Never Month End Sale Ends Anytime (September 28, 2026)
- Last Chance For Extended Sale (September 28, 2026)
- Act Fast Extended Sale Now (September 29, 2026)
- Final Call For Month End Sale (September 29, 2026)
- Don't Wait It's Your Last Chance (September 30, 2026)

23. These urgency cues are false. The discount codes underlying the promotions advertised in the subject lines above did not expire on the dates represented, and Defendant continues to send

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marketing emails advertising the same or similar discounts and promotions.

24. Defendant has also sent emails to Plaintiff and Class members with subject lines falsely implying that recipients are receiving individualized or exclusive offers. For example, Defendant sends sent Plaintiff and Class members emails with the subject lines "Your exclusive offer has been unlocked" (July 11, 2026) and "You've Been Chosen (Final Call For The Exclusive Sale)" (July 13, 2026). These subject lines falsely represent that the recipient is receiving a special, individualized, or exclusive offer, despite the fact that, as alleged above, the advertised discounts are broadly, continuously, and universally available to all consumers.

25. "When a visitor receives an offer that seems crafted specifically for their browsing behavior—perhaps a discount on that jacket they've been eyeing for the past three visits—**something remarkable happens in their brain**"[3] (emphasis added). Consumers feel seen, valued, and in control when they receive offers that appear tailored to their behavior—and it is precisely that manufactured emotional connection that makes fake personalization so deceptive, exploiting deep psychological responses to drive purchases under false pretenses.[4]

26. Defendant's subject lines were intentionally designed to manufacture false urgency, false exclusivity, and false personalization in order to pressure consumers into immediate purchasing decisions. These representations were materially false and misleading because the advertised promotions were not temporary, individualized, or exclusive, but instead continuously and universally available.

II. Defendant has Initiated or Conspired to Initiate the Transmission of Such Emails to Washington Residents, including Plaintiff.

27. Defendant knows or has reason to know where its customers reside through several methods. When customers place an order, Defendant associates their email address with their shipping and billing addresses.

28. Defendant also uses marketing analytics tools, cookies, and/or other tracking

[3] Muhammed Tüfekyapan, *Why "Just-for-You" Offers Outperform Public Sales*, GROWTH SUITE (2025), https://www.growthsuite.net/blog/why-just-for-you-offers-outperform-public-sales.

[4] *Id.*

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technologies that collect information sufficient to determine the geographic location, including the state, of consumers interacting with its website.

29. Defendant may further obtain information that recipients of its marketing emails are Washington residents because "that information is available, upon request, from the registrant of the internet domain name contained in the recipient's electronic mail address." *See* RCW 19.190.020(2).

30. Accordingly, Defendant sent commercial emails with false and misleading subject lines to electronic mail addresses that it knew, or had reason to know, were held by Washington residents.

31. At all times relevant to this Complaint, Plaintiff resided in Washington State.

32. Defendant knew, or had reason to know, that Plaintiff was a Washington resident, as Plaintiff also made multiple purchases from Defendant's website that were delivered to Washington. Defendant had every reason to know it was sending unlawful commercial emails to a Washington resident and did so anyway.

33. Defendant repeatedly sent Plaintiff, and Plaintiff continues to receive, commercial emails containing false and misleading subject lines, including those described above, for the purpose of advertising Defendant's products and inducing consumers to make purchases based on false representations regarding discounts, urgency, exclusivity, and personalization.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this action on behalf of himself and on behalf of the following proposed Washington Class, initially defined as follows:

> All individuals in Washington who received an email from Defendant with a false or misleading subject line within the relevant limitations period, and/or such subclasses as the Court may deem appropriate.

35. Excluded from the proposed Class are Defendant and its parents, subsidiaries, affiliates, officers, and directors, and any entity in which Defendant has a controlling interest.

36. Plaintiff reserves the right to re-define any of the class definitions prior to class certification and after having the opportunity to conduct discovery.

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37. The claims of all class members derive directly from a single course of conduct by the Defendant. Defendant has engaged and continues to engage in uniform and standardized conduct toward the putative class members. Defendant does not differentiate, in degree of care or candor, in its actions or inactions, or the content of its statements or omissions, among individual class members.

38. Certification of Plaintiff's claims is appropriate because Plaintiff can prove the elements of Plaintiff's claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

39. Accordingly, Plaintiff brings this lawsuit as a class action on Plaintiff's own behalf and on behalf of all other individuals similarly situated pursuant under Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

40. Specifically, this action has been properly brought and may properly be maintained as a class action under Rule 23(a)(1-4), Rule 23(b)(1), (2), or (3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure.

41. **Numerosity** (Fed. R. Civ. P. 23(a)(1)). The members of the proposed Class are each so numerous that their individual joinder would be impracticable. While the exact number is not known at this time, it is generally ascertainable by appropriate discovery, and it is believed each Class includes many tens of thousands of members. The precise number of class members, and their addresses, are unknown to Plaintiff at this time but can be ascertained from Defendant's records.

42. **Ascertainability.** The Class is ascertainable because its members can be readily identified using business records, and other information kept by Defendant in the usual course of business and within its control. Plaintiff anticipates providing appropriate notice to the Class to be approved by the Court after class certification, or pursuant to court order.

43. **Commonality and Predominance** (Fed. R. Civ. P. 23(a)(2); 23(b)(3)). Common questions of law and fact exist as to all class members. These questions predominate over the questions affecting only individual class members. The common legal and factual questions

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include, without limitation:

(a) Whether Defendant's subject lines are false and misleading to a reasonable consumer;

(b) Whether Defendant engaged in the conduct alleged in this Complaint;

(c) Whether Defendant violated the applicable statutes alleged herein;

(d) Whether Plaintiff and the Class members are injured and harmed directly by Defendant's conduct;

(e) Whether Plaintiff and the Class members are entitled to damages due to Defendant's conduct as alleged in this Complaint, and if so, in what amounts;

(f) Whether Plaintiff and the Class members are entitled to equitable relief;

(g) Whether Plaintiff and the Class members are entitled to actual, compensatory, nominal, statutory, enhanced, and/or punitive damages;

(h) Whether Plaintiff and the Class members are entitled to reasonable attorneys' fees and costs.

44. **Typicality of Claims** (Fed. R. Civ. P. 23(a)(3)). The claims of Plaintiff and the putative class members are based on the same legal theories and arise from the same unlawful and willful conduct of Defendant, resulting in the same injury to Plaintiff and the putative class members. Plaintiff and all class members are similarly affected by Defendant's wrongful conduct, were damaged in the same way, and seek the same relief. Plaintiff's interests coincide with, and are not antagonistic to, those of the other class members. Plaintiff has been damaged by the same wrongdoing set forth in this Complaint.

45. **Adequacy of Representation** (Fed. R. Civ. P. 23(a)(4)). Plaintiff is an adequate representative of the Class because their interests do not conflict with the interests of the class members, and they have retained competent and experienced class counsel. Plaintiff and their counsel will fairly and adequately protect the interest of the class members.

46. **Superiority of a Class Action** (Fed. R. Civ. P. 23(b)(3)). A class action is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and class members. There is no special interest in class members individually controlling the prosecution of

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separate actions. The damages suffered by individual class members, while significant, are small given the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. Further, it would be virtually impossible for the class members individually to redress effectively the wrongs done to them. And, even if class members themselves could afford such individual litigation, the court system could not, given the tens or even hundreds of thousands of cases that would need to be filed. Individualized litigation would also present a potential for inconsistent or contradictory judgments. Individualized litigation would increase the delay and expense to all parties and the court system, given the complex legal and factual issues involved. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

47. **Risk of Inconsistent or Dispositive Adjudications and the Appropriateness of Final Injunctive or Declaratory Relief** (Fed. R. Civ. P. 23(b)(1) and (2)). In the alternative, this action may properly be maintained as a class action, because:

(a) the prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudication with respect to individual class members, which would establish incompatible standards of conduct for Defendant; or

(b) the prosecution of separate actions by individual class members would create a risk of adjudications with respect to individual class members which would, as a practical matter, be dispositive of the interests of other class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; or

(c) Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Class as a whole.

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FIRST CAUSE OF ACTION

Violations of CEMA, RCW 19.190 *et seq.*

(On Behalf of Plaintiff and the Class)

48. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

49. CEMA prohibits a "person" from initiating the transmission, conspiring with another to initiate the transmission, or assisting 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 contains false or misleading information in the subject line. RCW 19.190.020(1)(b).

50. Defendant is a "person" within the meaning of CEMA. RCW 19.190.010(11). Defendant's marketing emails are commercial electronic mail messages within the meaning of CEMA. RCW 19.190.010(3).

51. Defendant's emails contained false or misleading information in the subject line within the meaning of RCW 19.190.020(1)(b). Specifically, Defendant's subject lines falsely represented that: (a) consumers were receiving genuine discounts when the advertised prices were Defendant's ordinary, everyday prices continuously available to all consumers; (b) the advertised offers were available for a limited time only when they were not; and (c) the advertised offers were personalized or exclusive to the recipient when they were universally available to all consumers.

52. Defendant knew, or had reason to know, that Plaintiff and Class members were Washington residents. Defendant associated consumers' email addresses with their shipping and billing addresses, maintained account information reflecting Washington addresses, and used tracking technologies to monitor the geographic location of consumers who opened and interacted with its marketing emails. Defendant knew that Plaintiff and Class 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).

53. Defendant therefore initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of commercial electronic mail messages to an electronic mail address that the sender knows, or has reason to know, is held by a Washington resident that

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contains false or misleading information in the subject line.

54. Plaintiff and Class members have no adequate remedy at law. Plaintiff and Class members have been injured by receiving the unlawful emails themselves.

55. Pursuant to RCW 19.190.040(1), Plaintiff and Class members seek relief for Defendant's violations of CEMA in the amount of the greater of $100 per commercial electronic mail message sent in violation of RCW 19.190.020(1)(b) or actual damages, along with reasonable attorneys' fees and costs. As the Washington Supreme Court has recognized, "the injury is receiving the e-mail that violates CEMA." *Brown v. Old Navy, LLC*, 4 Wash. 3d 580, 592 (2025).

56. Plaintiff also seeks injunctive relief in the form of an order enjoining Defendant from continuing to send emails with false and misleading subject lines to Washington residents. Plaintiff, members of the Class, and the general public will be irreparably harmed absent such relief. Defendant's unlawful conduct is, on information and belief, ongoing as of the date of this filing and, absent the entry of a permanent injunction, will not cease or, in the unlikely event that it voluntarily ceases, is likely to recur. A permanent injunction against Defendant is in the public interest.

57. Plaintiff and Class members are therefore entitled to injunctive relief in the form of an order enjoining Defendant from further violations of CEMA, including the transmission of commercial electronic mail messages with false or misleading subject lines to Washington residents.

SECOND CAUSE OF ACTION

Per se* violations of CPA, RCW 19.86 *et seq.

(On Behalf of Plaintiff and the Class)

58. Plaintiff incorporates by reference all allegations in this Complaint and restates them as if fully set forth herein.

59. Plaintiff and Class members are "persons" within the meaning of the CPA. RCW 19.86.010(1).

60. The CPA prohibits unfair or deceptive acts or practices in the conduct of trade or commerce. RCW 19.86.020.

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61. CEMA violations constitute *per se* violations of the CPA, RCW 19.190.030, and "are predicated on the Legislature's recognition that certain conduct is categorically against the public interest." *Brown v. Old Navy, LLC*, 4 Wash. 3d 580, 592 (2025). Accordingly, by violating CEMA as alleged herein, Defendant has committed *per se* unfair or deceptive acts or practices in violation of the CPA.

62. To establish a violation of the CPA, Plaintiff must establish five elements: (1) an unfair or deceptive act or practice, (2) in trade or commerce, (3) that affects the public interest, (4) injury to plaintiff's business or property, and (5) causation. *Hangman Ridge Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wash. 2d 778, 784 (1986). A violation of CEMA establishes all five elements as a matter of law. *Wright v. Lyft, Inc.*, 189 Wash. 2d 718, 732 (2017). Nonetheless, each element is independently satisfied here.

63. First, Defendant's false and misleading subject lines constitute unfair or deceptive acts or practices. As alleged herein, Defendant systematically misrepresented the nature of its promotions by advertising fictitious discounts, manufacturing false urgency, and fabricating personalization for the purpose of inducing consumers to make purchases under false pretenses.

64. Second, Defendant's conduct occurred in trade or commerce. Defendant is an online retailer that sends commercial marketing emails to consumers nationwide, including Washington residents, in furtherance of the sale of its products.

65. Third, Defendant's conduct affects the public interest. Defendant engaged in a pattern and practice of sending false and misleading commercial emails to Washington residents as part of a systematic, ongoing marketing campaign directed at a large number of consumers.

66. Fourth, Plaintiff and Class members have been injured in their business or property. Consumers who received Defendant's false and misleading emails and made purchases in reliance on the misrepresentations contained therein—misrepresentations regarding the existence of genuine discounts, the limited availability of offers, and the exclusivity or personalization of promotions—paid prices they would not otherwise have paid or made purchases they would not otherwise have made.

67. Fifth, there is a direct causal link between Defendant's deceptive subject lines and the

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injuries suffered by Plaintiff and Class members. Defendant's subject lines were specifically designed to induce immediate purchasing decisions, and consumers who made purchases in response to those emails did so in reliance on materially false representations.

68. Plaintiff and Class members seek relief for Defendant's violations of the CPA in the form of actual damages and treble damages up to $25,000 per violation, along with reasonable attorneys' fees and costs, pursuant to RCW 19.86.090.

69. Plaintiff also seeks injunctive relief in the form of an order enjoining Defendant from continuing to send emails with false and misleading subject lines to Washington residents. Plaintiff, members of the Class, and the general public will be irreparably harmed absent such relief. Defendant's unlawful conduct is, on information and belief, ongoing as of the date of this filing and, absent the entry of a permanent injunction, will not cease or, in the unlikely event that it voluntarily ceases, is likely to recur. A permanent injunction against Defendant is in the public interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of themself and the proposed Class, pray for relief and judgment against Defendant as follows:

a) certifying the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as a representative of the Class, and designating Plaintiff's counsel as Class Counsel;

b) awarding Plaintiff and the Class compensatory damages and actual damages, trebled, in an amount exceeding $5,000,000, to be determined by proof;

c) awarding Plaintiff and the Class appropriate relief, including actual and statutory damages;

d) awarding Plaintiff and the Class exemplary and punitive damages;

e) granting Plaintiff and the Class declaratory and equitable relief;

f) enjoining Defendant from continuing to engage in the wrongful acts and practices alleged herein;

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g) awarding Plaintiff and the Class the costs of prosecuting this action, including expert witness fees;

h) awarding Plaintiff and the Class reasonable attorneys' fees and costs as allowable by law;

i) awarding pre-judgment and post-judgment interest; and

j) granting any other relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: October 20, 2026

Respectfully submitted,

/s/ Raphael Janove
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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

Jeffrey Gralish, individually and on behalf of all others similarly situated

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

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

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DEFENDANTS

American Eye Vision, Inc. d/b/a Goggles4U

County of Residence of First Listed Defendant Los Angeles, CA
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys *(If Known)*

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)(2)

Brief description of cause:
Diversity class action bringing Washington statutory claims

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
10/20/2026

SIGNATURE OF ATTORNEY OF RECORD
/s/Raphael Janove

FOR OFFICE USE ONLY

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

Jeffrey Gralish, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

American Eye Vision, Inc. d/b/a Goggles4U

Defendant(s)

Civil Action No. 2:26-cv-4020

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* American Eye Vision, Inc. d/b/a Goggles4U
c/o Akmal Abbasi
12611 Hiddencreek Way, Suite F-G
Cerritos, CA 90703

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Raphael Janove
Janove PLLC
115 Broadway, 5th Floor
New York, NY 10006

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No. 2:26-cv-4020

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc: