

Exhibit A

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Timothy W Fitzgerald
Spokane County Clerk

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

ALVARO INIGUEZ and BROOKE
LANGFORD, on their own behalf and on
behalf of others similarly situated,

Plaintiffs,

vs.

H&M HENNES & MAURITZ AB and H&M
FASHION USA INC.,

Defendants.

Case No.: 26-2-02205-32

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Alvaro Iniguez and Brooke Langford, on their own behalf and on behalf of others similarly situated, on information and belief except as to their own experiences and matters of public record, complain of Defendants H&M Hennes & Mauritz GBC AB and H&M Fashion USA Inc. ("Defendants" or "H&M") as follows:

I. INTRODUCTION

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

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

3. Defendants engage in the precise activity which CEMA prohibits.

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

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

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

7. Plaintiffs challenge H&M’s harassment of Washington consumers with deceptive marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and the Consumer Protection Act (RCW 19.86.020) for injuries caused, additionally seeking injunctive relief against such violations in the future.

II. JURISDICTION AND VENUE

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

9. Venue is proper in Spokane County under RCW 4.12.020(3) because Plaintiffs’ cause of action or some part of it arose in Spokane County.

III. PARTIES

10. Plaintiff Alvaro Iniguez is a resident of Benton County, Washington.

11. Plaintiff Brooke Langford is a resident of Spokane County, Washington.

12. Defendant H&M Hennes & Mauritz AB is a corporation with its headquarters located at Mäster Samuelsgatan 46A, SE-106 38 Stockholm, Sweden.

13. Defendant H&M Fashion USA, Inc. is a subsidiary of H&M Hennes & Mauritz GBC AB, with its headquarters located at 110 Fifth Avenue, 11th Floor, New York, NY 10011.

14. Defendant H&M Fashion USA, Inc. maintains the following registered agent in the State of Washington: Corporation Service Company, located at 300 Deschutes Way SW, Ste. 208 MC-CSC1, Tumwater, WA 98501.

15. Defendants sell their products in Washington both through their website and brick-and-mortar “H&M” stores, and are thus subject to personal jurisdiction in this Court. *See, e.g., Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021).

IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

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

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

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

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

20. In 2003, the United States Congress found that “[m]any senders of unsolicited

1 commercial electronic mail purposefully include misleading information in the messages' subject
2 lines in order to induce the recipients to view the messages." 15 U.S.C. § 7701(a)(8).

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

6 22. Even when bulk commercial email marketers are operating under color of consumer
7 consent, the reality is that "[m]ost privacy consent"—especially under the "notice-and-choice"
8 approach predominant in the United States—"is a fiction." Daniel J. Solove, *Murky Consent: An*
9 *Approach to the Fictions of Consent in Privacy Law*, 104 Boston Univ. L. Rev. 593, 596 (2024).

10 23. Consumers therefore routinely "consent" to receive flurries of commercial emails
11 which they did not meaningfully request and in which they have no genuine interest.

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

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

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

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

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

29. CEMA’s “truthfulness requirements” thereby advance the statute’s aim of protecting consumers “from the problems associated with commercial bulk e-mail” while facilitating commerce “by eliminating fraud and deception.” *Id.*

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

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

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

B. The subject lines of H&M’s marketing emails make false time scarcity claims.

33. 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), <https://perma.cc/847M-EY69/>; *see also* U.K. Competition & Mkts. Auth., *Online Choice Architecture—How Digital Design Can*

1 *Harm Competition and Consumers* 26 (2022), <https://perma.cc/V848-7TVV/>.

2 34. The FTC has identified the “False Limited Time Message” as one example of false
3 time scarcity claims, in which the marketer creates “pressure to buy immediately by saying the
4 offer is good only for a limited time or that the deal ends soon—but without a deadline or with a
5 meaningless deadline that just resets when reached.” *Bringing Dark Patterns to Light*, *supra*
6 para. 33, at 22.

7 35. “False or misleading scarcity claims can change the behaviour of consumers.”
8 *Online Choice Architecture*, *supra* para. 33, at 27.

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

15 37. False scarcity claims are psychologically effective. As “considerable evidence”
16 suggests, “consumers react to scarcity and divert their attention to information where they might
17 miss opportunities.” *Online Choice Architecture*, *supra* para. 33, at 26.

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

21 39. Under time pressure, “consumers might take up an offer to minimize the uncertainty
22 of passing it up.” *Id.*

23 40. False time scarcity claims thus *harm consumers* by manipulatively distorting their
24

1 decision-making to *their detriment—and the seller’s benefit*.

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

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

7 43. These false time scarcity claims are a staple of the defendant’s marketing scheme
8 to compel consumers to purchase its products.

9 44. H&M is a retailer that markets and sells clothing, accessories and homeware. The
10 company’s merchandise is available at its brick-and-mortar stores and through its website,
11 www.hm.com.

12 45. To advertise its products and encourage purchases from its stores and website,
13 H&M routinely sends spam emails to consumers. These emails are part of a calculated marketing
14 strategy that H&M orchestrates in advance to maximize sales by distorting factual information
15 about the duration and availability of its promotions.

16 46. **Urgent Spam Emails.** Unfortunately for those recipients, H&M regularly titles its
17 emails with urgent subject headings that do not reflect the true availability of the advertised deal.
18 This strategy is demonstrated in the examples discussed below.

19 47. H&M has tailored its marketing scheme to fit a number of offers, including
20 promotion extensions. In these examples, H&M sends consumers emails to advertise an offer,
21 promotion, or sale. Then, it uses the subject lines of follow-up emails to present the promotional
22 pricing as a scarce or time-limited opportunity. This strategy commands consumers’ attention and
23 pressures them to purchase from H&M’s website or store. Finally, once the originally advertised
24

1 “deadline” has passed, H&M knowingly extends the promotion to a new end date.

2 48. This misleading marketing strategy allows H&M to maximize sales during both the
3 initial promotion, as well as the subsequent extension. While H&M may present these extensions
4 as though they are a favor or unexpected blessing to consumers, they are anything but. By
5 deploying false time pressure with surprise extensions—which are only disclosed once the original
6 promotion has ended—H&M compels consumers to purchase quickly while withholding terms
7 that consumers need so they can make informed buying decisions. H&M has been engaged in this
8 bait-and-switch tactic since at least 2022.

9 49. For example, on September 18, 2022, H&M announced a 15% off sitewide sale, in
10 an email with a subject line designed to inspire consumers to act quick: “15% off sitewide—for 24
11 hours only! ⌚”. Reinforcing the 24-hour countdown, H&M told consumers in the body of the
12 email that the deal was “Just for today.” To further emphasize the limited duration of the
13 opportunity, the email’s preview text urged, “Don’t wait” while additional text within the email
14 cautioned, “Don’t miss out.”

15 50. Despite its representations to the contrary, H&M’s 15% off sitewide sale wasn’t a
16 24-hour deal. On the very next day, H&M spammed consumers with another email on September
17 19, 2022, saying in the heading: “EXTENDED ONE MORE DAY: 15% off sitewide!”

18 51. Another example of this strategy came in 2023, with H&M’s 30% off sitewide
19 “Black Friday” sale that launched on Thursday, November 23.

20 52. On the promotion’s namesake Friday, November 24, 2023, H&M called consumers
21 to action in an email with the subject heading, “Just HOURS left: 30% off[.]” The diminishing
22 timeline communicated in the subject line was reinforced in the body of the email which told
23 consumers it was their “Last chance!” to take advantage of the sitewide sale.

53. In fact, there was a whole day left. On *Saturday*, November 25, H&M announced to consumers: “30% off for Black Friday extended!”

54. In January 2024, H&M replicated this scheme in its promotion of a 20% off sitewide sale.

55. On January 15, 2024, H&M pummeled consumers with two examples of this marketing strategy—emails urging them to act that day, or miss out. One email told consumers, in the subject line, “20% off ends tonight!”—a message reinforced by the email itself which stated “Last Day!” for “20% off sitewide.” And a second email on January 15, 2024 urgently conveyed, in the subject heading: “20% off is almost gone!”

56. But the 20% off opportunity did not end on January 15, as H&M promised in both of its January 15, 2024, subject lines. On the next day, January 16, H&M sent another email with the heading: “Extended! 20% off sitewide for 1 more day”.

57. In yet another example of this shell game, H&M spammed consumers’ inboxes in late August 2024 during H&M’s sale for “15% off \$60 and 20% off \$80.”

58. On August 25, 2024, H&M sent consumers an email urgently invoking, in the subject line, a same-day deadline: “15% or 20% off ends tonight.”

59. Of course, this deadline was proven false in an email the next day, August 26, where H&M gave consumers another day on the same deal, saying: “Surprise! Up to 20% off for 1 more day.”

60. In a twist on H&M’s theme of false deadlines followed by pyrrhic “extensions,” it engages in a pattern of telling consumers that a deal is ending one day—just before its “starts” the very same—or better—deal a day (or two or three or four) later.

61. H&M has been pulling this trick on consumers since 2022.

62. One example came during H&M's 2022 Black Friday sale, where it offered 30% off sitewide, starting on Thursday, November 24, 2022.

63. On Black Friday itself, November 25, 2022, H&M spammed consumers with emails promoting its 30% off deal, including an email that evening, which urgently conveyed, in the subject line: "Just HOURS left: 30% off". The body of the email emphasized the diminishing hours left to act, telling consumers this was their "Last chance!"

64. But there was another chance, and many more hours, left for the 30% off deal.

65. Within one day, H&M announced its Cyber Monday sale—a newly branded deal that was, in all material respects, identical to the Black Friday sale. On Sunday, November 27, 2022, H&M started its Cyber Monday sale for 30% off sitewide, in an email with the heading: "30% off sitewide! Cyber Monday is happening now!"

66. And indeed, fine print in the November 27 email made clear that the 30% off sale would be available through Monday, November 28.

67. So, the purported "HOURS left" on the 30% off deal were not limited to November 25. There were, in fact, *days* left on that deal.

68. Another example came in October 2025, where H&M repeated this bait-and-switch scheme in its promotional emails regarding a sale for "20% off \$80 + free shipping."

69. On October 8, 2025, H&M spammed customers with an email containing a false deadline in the subject heading: "Last day: 20% off + free shipping."

70. This wasn't the "last day" for this deal. On October 12, 2025, H&M *again* spammed consumers with an email that *again* stated, in the subject line: "Last day: 20% off + free shipping."

71. In another example, H&M deployed this trick with its 2024 Memorial Day Sale, but with a twist. In this variation on H&M's deceptive theme, it deceives consumers about the

1 scarcity of a lesser deal only to offer a better deal just days later.

2 72. In this variation on the scheme, H&M pretends to encourage consumers to take
3 advantage of the current deal before it's over—as if it is doing customers a favor. But as H&M
4 knows, the consumer would be better off by declining the offer and waiting for the better discount
5 soon to follow.

6 73. On May 26, 2024, H&M launched its Memorial Day Sale for 20% off, followed by
7 emails clogging consumers' inboxes on May 27 to remind them of the sale.

8 74. After repeatedly spamming consumers about the deal that same day, on the evening
9 of May 27, 2024, H&M sent an email containing the subject line: "Memorial Day: 20% off ends
10 tonight!" The sub-header reinforced the urgency, telling consumers to "Hurry, before it's too late!"

11 75. Of course, H&M failed to tell consumers that 20% off—and more—would be
12 available again, just a few days later, during the "25% off Flash Sale" announced in an email sent
13 to customers on May 31, 2024.

14 76. So H&M misrepresented the availability of 20% off deal, all the while knowing
15 that, in short order, it would be offering a deal that included and exceeded 20% off.

16 77. H&M repeated this tactic in its promotions of a deal offering "15% off" consumers'
17 orders that started on December 27, 2025.

18 78. On December 28, 2025, H&M spammed consumers with an email urging, in the
19 subject heading: "Last day: 15% off your order"—for emphasis, repeating "LAST DAY" in the
20 body of the email.

21 79. H&M urged consumers to take advantage of this 15% off deal on December 28,
22 knowing that—just a few days later—it would be offering a deal that incorporated—and far
23 exceeded—the 15% savings.

1 80. On January 1, 2026, it sent consumers an email advertising, in the heading: “25%
2 off flash sale = happier new year.”

3 81. Of course, H&M had incentive to convince consumers of the scarcity of the 15%
4 off sale, when a bigger deal was just around the corner.

5 82. Just recently, H&M spammed consumers at the end of its “Weekend Sale,” for
6 “20% off \$80 and 25% off \$100,” with another example of this tactic.

7 83. On Sunday, March 8, H&M pummeled consumers’ inboxes with an email
8 conveying, in the subject heading, the purported deadline of the deal: “20% off or 25% off ends
9 today.”

10 84. What H&M did not tell consumers: it would be offering a deal just a few days later
11 that incorporated and exceeded its “weekend deal.”

12 85. On March 11, 2026, H&M sent consumers an email advertising a “flash” sitewide
13 sale, saying in the headline: “25% off flash sale starts now.”

14 86. This is an established pattern for H&M. It regularly transmits subject lines warning
15 consumers that a particular deal will be gone and then performs the bait-and-switch, offering
16 another deal that includes and improves upon the prior deal.

17 87. In one more example of this strategy, on November 23, 2025, H&M urgently
18 conveyed to consumers that its Black Friday deal for “up to 50% off” was ending, in subject lines
19 saying: “Final hours: Up to 50% off sitewide” and “Up to 50% off everything ends today”.

20 88. But, on November 29, 2025, it came back to customers with its Cyber Monday deal
21 for “up to 60% off” sitewide, in a subject heading that stated: “Up to 60% off is early for Cyber
22 Monday.” The 60% off deal would be available through at least December 1, 2025.

23 89. As the subject lines of these examples of H&M’s marketing emails demonstrate,
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H&M is engaged in a scheme where it pressures consumers to purchase products from its website by falsely representing the limited availability of its offers.

C. H&M knows when it sends emails to Washington residents.

90. A sophisticated commercial enterprise, like H&M, which is engaged in persistent marketing through mass email campaigns across the United States, has several ways of knowing where the recipients of its marketing emails are located. The means it employs are peculiarly with its knowledge.

91. First, the sheer volume of email marketing that H&M engages in put it on notice that Washington residents would receive its emails. For example, during the years 2022 through 2025, H&M sent marketing emails at a rate averaging roughly, 557 per year, 46 per month, and over 1 email per day.

92. Second, H&M may obtain location information tied to email addresses when consumers make purchases from H&M through digital platforms, or otherwise self-report such information to H&M.

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

94. Specifically, H&M appears to use Adobe Campaign to manage its email marketing campaigns. This platform should allow H&M to access a list of every email address that was sent a marketing email. It should also allow H&M to determine which email addresses viewed each emails and to produce a list of every link that each mail recipient clicked on.

95. Fourth, H&M may obtain location information tied to email addresses by purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,

1 which sell access to databases linking email addresses to physical locations, among other
2 identifiers.

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

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

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

12 **D. H&M violated Plaintiffs’ right under CEMA to be free from deceptive**
13 **commercial emails.**

14 99. H&M has spammed Plaintiffs with commercial emails whose subject lines contain
15 false or misleading statements in violation of their right to be free from such annoyance and
16 harassment under CEMA.

17 100. For example, Plaintiff Alvaro Iniguez received the following emails from H&M:

18 a. An email sent on November 25, 2022, titled: “Just HOURS left: 30% off”.

19 This email contained a false or misleading subject line sent by H&M as
20 described above at paragraphs 62 through 67.

21 b. Two emails sent on January 15, 2024, titled: “20% off ends tonight!” and
22 “20% off is almost gone!” These emails contained false or misleading
23 subject lines sent by H&M as described above at paragraphs 54 through 56.

24 c. An email sent on May 27, 2024, titled: “Memorial Day: 20% off ends

tonight!” This email contained a false or misleading subject line sent by H&M as described above at paragraphs 54 through 56.

d. An email sent on August 25, 2024, titled: “15% or 20% off ends tonight”.

This email contained a false or misleading subject line sent by H&M as described above at paragraphs 57 through 59.

e. An email sent on October 8, 2025, titled: “Last day: 20% off + free shipping”. This email contained a false or misleading subject line sent by H&M as described above at paragraphs 68 through 70.

f. An email sent on December 28, 2025, titled: “Last day: 15% off your order”. This email contained a false or misleading subject line sent by H&M as described above at paragraphs 77 through 81.

101. And Plaintiff Brooke Langford received the following emails from H&M:

a. An email sent on October 8, 2025, titled: “Last day: 20% off + free shipping”. This email contained a false or misleading subject line sent by H&M as described above at paragraphs 68 through 70.

b. An email sent on December 28, 2025, titled: “Last day: 15% off your order”. This email contained a false or misleading subject line sent by H&M as described above at paragraphs 77 through 81.

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

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

V. CLASS ALLEGATIONS

104. Plaintiffs bring this action under Civil Rule 23 on behalf of the following putative

1 class ("Class"):

2 All Washington residents who, during the Class Period, received a
3 commercial email sent by the Defendant, on behalf of the
4 Defendant, or with the Defendant's assistance, that contained
messaging in the email subject line which misrepresented the facts
of a sale, deal or promotion.

5 105. Excluded from this definition of the Class are Defendants' officers, directors, and
6 employees; Defendants' parents, subsidiaries, affiliates, and any entity in which Defendants have
7 a controlling interest; undersigned counsel for Plaintiffs; and all judges and court staff to whom
8 this action may be assigned, as well as their immediate family members.

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

11 107. Plaintiffs reserve the right to amend the Class definition as discovery reveals
12 additional emails containing false or misleading information in the subject line that Defendants
13 sent or caused to be sent during the Class Period to email addresses held by Washington residents.

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

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

22 110. Plaintiffs' claims are typical of the Class's because, among other reasons, Plaintiffs
23 and Class members share the same statutory rights under CEMA and the CPA, which Defendants
24 violated in the same way by the uniform false or misleading marketing messages it sent to all

1 putative members.

2 111. Plaintiffs will fairly and adequately protect the Class's interests because, among
3 other reasons, Plaintiffs share the Class's interest in avoiding unlawful false or misleading
4 marketing; have no interest adverse to the Class; and have retained competent counsel extensively
5 experienced in consumer protection and class action litigation.

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

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

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

20 VI. CLAIMS TO RELIEF

21 First Claim to Relief

22 **Violation of the Commercial Electronic Mail Act, RCW 19.190.020**

23 115. Plaintiffs incorporate and reallege paragraphs 1-103 above.

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

117. Defendants are “persons” within the meaning of CEMA. RCW 19.190.010(11).

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

119. 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 because Defendants knew that Plaintiffs and putative members were Washington residents through “information is available, upon request, from the registrant of the internet domain name contained in the recipient’s electronic mail address”. RCW 19.190.020(b)(2).

120. Defendants initiated the transmission, conspired with another to initiate the transmission, or assisted the transmission of such messages that contained false or misleading information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

121. For Defendants’ violation of CEMA, Plaintiffs are entitled to all available relief, including an injunction against further violations.

Second Claim to Relief

Violation of the Consumer Protection Act, RCW 19.86.020

122. Plaintiffs incorporate and reallege paragraphs 1-103 above.

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

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

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

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

12 127. Defendants are “persons” within the meaning of CEMA. RCW 19.190.010(11).

13 128. Defendants initiated the transmission, conspired with another to initiate the
14 transmission, or assisted the transition of “commercial electronic mail messages” within the
15 meaning of CEMA. RCW 19.190.010(2).

16 129. Defendants initiated the transmission, conspired with another to initiate the
17 transmission, or assisted the transmission of such messages to electronic mail addresses that
18 Defendants knew, or had reason to know, were held by Washington residents.

19 130. Defendants initiated the transmission, conspired with another to initiate the
20 transmission, or assisted the transmission of such messages that contained false or misleading
21 information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

22 131. For Defendants’ violation of the CPA, Plaintiffs and putative members are entitled
23 to an injunction against further violations; the greater of Plaintiffs’ actual damages or liquidated
24

1 damages of \$500 per violation, trebled; and costs of the suit, including a reasonable attorney's fee.

2 **VII. JURY DEMAND**

3 132. Plaintiffs will demand a jury trial by separate document in accordance with Local
4 Civil Rule 38(a)(1).

5 **VIII. PRAYER FOR RELIEF**

6 Plaintiffs ask that the Court:

7 A. Certify the proposed Class, appoint Plaintiffs as Class representatives, and appoint
8 undersigned counsel as Class counsel;

9 B. Enter a judgment in Plaintiffs' and the Class's favor permanently enjoining
10 Defendants from the unlawful conduct alleged;

11 C. Enter a judgment in Plaintiffs' and the Class's favor awarding actual or liquidated
12 damages, trebled, according to proof;

13 D. Award Plaintiffs costs of suit, including reasonable attorneys' fees; and

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

15 *[Counsel signatures to follow on next page.]*
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1 Date: April 30, 2026

Respectfully submitted,

2 /s/ Samuel J. Strauss

Samuel J. Strauss, WSBA No. #46971

3 Raina C. Borrelli*

STRAUSS BORRELLI PLLC

4 980 N. Michigan Avenue, Suite 1610

Chicago, IL 60611

5 Telephone: (872) 263-1100

Facsimile: (872) 263-1109

6 sam@straussborrelli.com

raina@straussborrelli.com

7 Lynn A. Toops*

8 Natalie A. Lyons*

Ian R. Bensberg*

9 **COHENMALAD, LLP**

One Indiana Square, Suite 1400

10 Indianapolis, IN 46204

Telephone: (317) 636-6481

11 ltoops@cohenmalad.com

nlyons@cohenmalad.com

12 ibensberg@cohenmalad.com

13 Gerard J. Stranch, IV*

Michael C. Tackeff*

14 Andrew K. Murray*

STRANCH, JENNINGS &

15 **GARVEY, PLLC**

223 Rosa L. Parks Avenue, Suite 200

16 Nashville, TN 37203

Telephone: (615) 254-8801

17 gstranch@stranchlaw.com

mtackeff@stranchlaw.com

18 amurray@stranchlaw.com

19 *Counsel for Plaintiffs and the Putative Class*

20 *** Applications for admission**

pro hac vice forthcoming