

Samuel J. Strauss, WSBA No. #46971
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
sam@straussborrelli.com

Counsel for Plaintiff and the Putative Class

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT YAKIMA**

CAMERON CROW and **LOGAN
PENDERGRASS**, on their own
behalf and on behalf of others
similarly situated,

Plaintiffs,

vs.

MICHAELS STORES, INC.,

Defendant.

Case No.: 1:26-cv-03142-RLP

FIRST AMENDED CLASS
ACTION COMPLAINT

JURY TRIAL DEMANDED

I. INTRODUCTION

1. This is a putative class action under Washington law brought to address deceptive and unlawful emails that plague consumers' inboxes. The Washington legislature, concerned with deception in emails, enacted the Washington Commercial Electronic Mail Act ("CEMA"), RCW 19.190, which,

1 among other things, prohibits any person from sending a commercial email with
2 a false or misleading subject line. RCW 19.190.020.

3 2. Defendant Michaels Stores, Inc. (“Defendant” or “Michaels”) is a
4 retailer of consumer goods (the “Products”) including arts, crafts, and décor. The
5 Products are sold by Defendant through its website <https://www.michaels.com/>.

6 3. Defendant markets its Products by email to Washington residents.
7 The subject lines in these emails often promote “sales” and “discounts” on the
8 Products. However, many subject lines are false, misleading, and unlawful
9 because they promote misleading discounts, under false time restrictions, and/or
10 from misleading regular and former prices.

11 4. Getting an advertised bargain is important to consumers. Consumers
12 are more likely to purchase an item if it is advertised as a good deal.

13 5. Further, if a sale is advertised as ending soon, consumers are even
14 more likely to buy now, rather than wait, comparison shop, and/or buy something
15 else.

16 6. There is nothing wrong with a legitimate sale. But a fictitious sale—
17 that is, one with made-up regular/former prices or made-up expirations—is
18 deceptive and illegal. Moreover, advertising false and misleading discounts in the
19 subject line of a promotional email violates CEMA and the Washington
20

1 Consumer Protection Act (“CPA”). *Brown v. Old Navy LLC*, 567 P.3d 38
2 (Wash. 2025).

3 7. For most if not all Products, Defendant’s sales were not legitimate
4 because the Products are regularly offered by Defendant on the website at a
5 discount from a higher regular and former price (called the “Reference Price”).
6 This is because Defendant continuously offers coupons of at least 20% off the
7 supposed Reference Price, in addition to traditional category-specific discounts.
8 So, the extent of purported discounts were false and misleading because discounts
9 of at least 20% are regularly available. Additionally, Defendant promoted these
10 misleading discounts by sending emails with false and misleading subject lines.

11 8. Defendant also sent emails with misleading subject lines regarding
12 “sales” that would supposedly end on a specific day when in truth the sales were
13 extended or not limited to the extent represented.

14 9. For example, Defendant’s emails contained subject lines such as
15 “LAST DAY for up to 50% off! This sale ENDS TODAY -->.” These subject
16 lines lead reasonable consumers to believe that there is a substantial sale in effect,
17 discounts are not regularly available, and Defendant’s regular and former prices
18 are normally much higher. In truth, Defendant’s Products were regularly offered
19 by Defendant for less than the Reference Price—largely because of the recurring
20

1 available coupons and discounts of at least 20%. So, the regular price is actually
2 a discounted price, and the amount of the advertised discount is misleading.

3 10. As another example, Defendant's emails often contained subject
4 lines describing sales that are time limited and end soon—e.g., “🏃 DON'T
5 MISS: 50% off Memorial Day Sale ends today.” These subject lines lead
6 reasonable consumers to believe that if they don't buy before the sale ends, they
7 won't be able to get the advertised discount. In truth, the sale was either extended,
8 reinstituted, or replaced shortly thereafter by another sale. So, the deals did not
9 genuinely expire as advertised.

10 11. This false urgency is an attempt to entice consumers to engage with
11 Defendant's marketing efforts for fear of missing out.

12 12. Plaintiffs are Washington residents who received Defendant's
13 deceptive email advertisements. Plaintiffs bring this case to protect Washington
14 residents from Defendant's false and misleading emails about its purported
15 limited-time discounts.

16 II. PARTIES

17 13. Plaintiff Cameron Crow is domiciled in Yakima County,
18 Washington and has been a citizen and resident of Washington during at least the
19 preceding four years.

1 14. Plaintiff Logan Pendergrass is domiciled in Washington and has
2 been a citizen and resident of Washington during at least the preceding four years.

3 15. The proposed class includes citizens of Washington.

4 16. Defendant Michaels Stores, Inc. is a Delaware corporation with its
5 principal place of business in Texas.

6 17. On information and belief, Defendant created and sent the marketing
7 emails at issue in this action to Plaintiffs and Washington residents. For example,
8 based on counsel's investigation, Defendant's marketing emails state "Michaels
9 and the Michaels logo and other trademarks and logos used in this email are
10 owned or licensed by Michaels Stores, Inc." and the emails are sent from a
11 domain that includes the term "Michaels" (e.g.,
12 michaels@emdeals.michaels.com). Similarly, the Privacy Policy on the website
13 states it "describes the information that Michaels Stores, Inc., its affiliated
14 companies, subsidiaries, and service partners (collectively, 'Michaels') collects
15 about you; how we use and protect this information; and the choices you can
16 make about how we use this information." It then states: "We only send you
17 promotional mobile or email messages if you provide us with your contact
18 information and opt in to receive the mobile messages or if we obtain your email
19 address in another legitimate way that originated with you."

III. JURISDICTION AND VENUE

18. By removing this action, Defendant asserts this Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §1332(d).

19. This Court has personal jurisdiction over Defendant under RCW 4.28.185. Defendant transacts business in Washington. The claims giving rise to this action arise from Defendant’s transaction of business in this state and Defendant’s purposeful transmission of electronic mail messages to Washington residents. This Court also has personal jurisdiction over Defendant under RCW 19.86.160 because Defendant engaged in conduct in violation of the CPA that had an impact in Washington. Finally, Plaintiffs received emails from Defendant while in Washington.

20. Venue is proper under 28 U.S.C. §§ 1391(b)(2) and (c)(2) because a substantial part of the events giving rise to the claims occurred in this District. Defendant sent electronic mail messages at issue in this action to residents of this District, including at least one plaintiff.

1 IV. FACTUAL ALLEGATIONS

2 A. Defendant's False and Misleading Emails Regarding Discounts.

3 21. Defendant sells arts, crafts, and various other Products directly to
4 consumers through Defendant's website. Defendant's marketing includes emails
5 to consumers.

6 22. Defendant's emails created the false impression that the Products'
7 regular and former prices as charged on the website are higher than they truly are,
8 the discounts are limited in time, and the discounts are genuine.

9 23. Defendant advertised these discounts extensively through emails to
10 recipients on its mailing list who either registered an account on
11 <https://www.michaels.com/>, previously made purchases from
12 <https://www.michaels.com/>, or made purchases in store. Additionally, this
13 information is contained in the subject lines of emails.

14 24. When Defendant advertises the discounts through emails with
15 subject lines such as "Up to 50% off," reasonable consumers interpret the
16 advertisements to mean that recipients will get a discount off of the former and
17 regular prices charged by Defendant on the website in the recent past and for a
18 substantial time.

19 25. In other words, reasonable recipients believe that they will receive
20 up to "___% off" the former and regular prices charged on the website in the recent

1 past, and those higher prices represent the amount that consumers formerly and
2 consistently had to pay for Defendant's goods on the website before the sale
3 began, and represent the prices that consumers will consistently have to pay in
4 the future for Defendant's goods when the sale ends. This creates a sense of value
5 and urgency: buy now, and you will receive something worth more than you pay
6 for; or wait, and you will pay more for the same thing later.

7 26. Defendant also sent emails with subject lines stating that purported
8 sales were set to expire soon, or on a specific date, or when a holiday ends. But
9 when many sales ended, they were either extended upon expiration or another
10 comparable sale began shortly thereafter (oftentimes within a week), and the
11 Products' prices did not immediately revert to and stay at the supposed pre-sale
12 Reference Prices for a reasonably substantial time period. The cycle continues
13 repeatedly.

14 27. Defendant sent numerous commercial emails to Class Members
15 containing the following subject lines on the following dates. The emails below
16 are examples and are not exhaustive.

E-Mail Subject	Date
EXTENDED! 1 more day to shop our Memorial Day Sale - online only.	5/26/2026

E-Mail Subject	Date
 DON'T MISS: 50% off Memorial Day Sale ends today.	5/25/2026
Hurry! Only 3 days left to save during our Memorial Day Sale.	5/23/2026
!!4 days only— 50% off your faves— Get'em before they're gone!!	5/23/2026
50% off  4 days only  Sale starts TODAY!	5/22/2026
 Extended today online only! Shop epic deals at our Lowest Prices of the Season.	3/22/2026
 Time's running out — final hours! Our Lowest Prices of the Season sale ends soon!	3/21/2026
The Big Spring Sale starts TODAY! 	3/1/2026
LAST DAY for up to 50% off! This sale ENDS TODAY -->	2/28/2026
EXTENDED TODAY ONLY  Up to 70% off Trees 	11/16/2025
Final hours of The Great Big Tree Spree!  Have you found your tree yet?	11/15/2025
EXTENDED: Up to 60% off Christmas trees online only! Plus, FREE shipping!	10/1/2025

E-Mail Subject	Date
ENDS TODAY: Up to 60% off trees online only! Plus, FREE shipping!	9/27/2025
 Extended today online only! Shop epic deals at our Lowest Prices of the Season.	9/22/2025
 FINAL HOURS: Our Lowest Prices of the Season sale ends today	9/21/2025
 Last day! Shop our Lowest Prices Of The Season sale.	9/21/2025
ENDS TOMORROW!  Shop our Lowest Prices of the Season now to get up to 60% off	9/20/2025
40% off coupon extended today only!	9/2/2025
ENDS TODAY: 40% off in store & online with coupon!	9/1/2025
Starting today! ☒  Complete your school checklist at our Back to Class Sale.	7/20/2025
!!ENDS TODAY: Last chance to grab supplies during our School Days Sale.	7/19/2025
EXTENDED TODAY ONLY: Get up to 60% off online at our Flash Cyber Sale! 	7/12/2025

E-Mail Subject	Date
 Flash Cyber Sale ends today! Plus, check out deals picked especially for you.	7/11/2025
Happy 4th of July! Grab last-minute supplies or stock up for next year for 50% off.	7/4/2025
LAST DAY to get 40% off! See coupon inside.	6/22/2025
Happy first day of summer! You have 2 DAYS LEFT to score up to 60% off during Hot Summer Savings.	6/20/2025
 Extended one day only! Get just one extra day of up to 70% off Spring & Summer.	6/16/2025
!! LAST CHANCE to get up to SEVENTY PERCENT OFF spring & summer !!	6/15/2025
The Ultimate Sale ENDS TOMORROW!  Shop now to get up to 70% off spring & summer.	6/14/2025
 ENDS TODAY: This sale & this 35% off coupon!	6/5/2025
LAST CHANCE to get 30% off in store & online!	5/18/2025
 Special delivery: Your 30% off in store and online coupon is here!	5/15/2025

E-Mail Subject	Date
BIG SUMMER SALE Get up to 40% off décor, floral and more.	5/11/2025
⚠️ TODAY ONLY: Get 10% off your ENTIRE PURCHASE incl. sale with coupon – when you find the digital egg on our site.	4/13/2025
UP TO 60% OFF: Take advantage of sweet savings during our Easter Sale.	4/12/2025
Today only! Get 30% off online only with your coupon!	4/10/2025
SURPRISE 🤖 SALE EXTENDED! Get up to 60% off for 1 more day online only.	4/7/2025
Up to 60% off (talk about a big deal!) Don't miss these best sellers	3/29/2025
It's almost gone 🤖 Don't miss up to 50% off viral faves.	3/23/2025
FINAL HOURS Up to 50% off ends today.	3/15/2025
Last week! Decorate your space for up to 50% off 🐣	3/9/2025
SALE EXTENDED 1 more day! 🐣 You can still score all these items on sale online only today.	6/17/2024
LAST CALL! Shop these best sellers at our Lowest Prices of the Season sale today.	6/16/2024

E-Mail Subject	Date
ONLINE ONLY! Last day to get 30% off all regular price purchases.	1/8/2024
Go time, Santa. 🛒 Take 30% off regular price purchases + get 40% off Kids' Activity Kits →	12/17/2023
FINAL DAY: 25% off your ENTIRE purchase + Save big during our Holiday Gift Haul.	12/10/2023
Big Holiday Sale ENDS SOON! Get 60% off ALL Christmas Décor + 25% off ENTIRE purchase with coupon inside	12/8/2023
EARLY ACCESS: Shop our Black Friday Sale and get up to 70% off 1,000s of items STOREWIDE. 🛒	11/17/2023
TODAY ONLY: Get 25% off your ENTIRE online purchase!	11/13/2023
Want 25% off? YOU GOT IT! Last Day to use this special coupon on your ENTIRE purchase.	11/12/2023
COUPON INSIDE: Get 25% off regular AND sale price items during our Friends & Family Event.	11/9/2023
Final hours! ⚠️ Get 30% off ALL reg. price purchases before this coupon expires.	11/5/2023

E-Mail Subject	Date
 Sleigh the holidays with décor and floral deals and 30% off ALL reg. price purchases! 	11/3/2023
LAST DAY: 50% off highest regular price item + 30% off all other regular price items.	10/29/2023
4 days only: 50% off highest regular price item + 30% off all other regular price items. Save on your entire cart -->	10/26/2023
SAVINGS ALERT: Get 60% OFF Halloween, plus save 40% off all reg. price purchases.	10/20/2023
SAVINGS ALERT: Make more for less with a 30% off coupon + rewards	10/13/2023
 Get up to 50% off ALL Halloween + 20% off with coupon!	9/29/2023
 COUPON ALERT: Get 30% off your regular price purchase! Plus, our Lowest Prices of the Season sale is EXTENDED online.	9/25/2023
Last day of the sale 	9/24/2023
ENDS TOMORROW  Our Lowest Prices of the Season on 1,000s of items!	9/23/2023

E-Mail Subject	Date
BOGOs, BOGOs, BOGOS! ✦ Plus, here's a coupon for 30% off your regular price purchase.	9/17/2023
Yay, long weekend! Shop the Labor Day Sale for BOGOs and a 40% off coupon ✓	9/1/2023
BOGO FREE Home Wall Frames & a 35% OFF Coupon 🖐	8/20/2023
Shop the sale for BIG deals on frames, floral and more! 🖐 (+ Grab your 40% off coupon)	8/13/2023
Summer Clearance is going on now! 🤖 Up to 60% off 1,000s of items.	7/5/2023
Save on your faves with an online only coupon for 40% off your regular price purchase.	6/24/2023
2 DAYS LEFT! 🤖 Shop now to get up to 60% off during our STOREWIDE Lowest Prices of the Season sale 🏠	6/17/2023
Hurry in for up to 60% off! 🏃 It's our Lowest Prices of the Season sale.	6/12/2023

E-Mail Subject	Date
Our STOREWIDE SALE starts now! 🐣 Get up to 60% off during our Lowest Prices of the Season →	6/9/2023
Hurry 🐰 40% off coupon ends today + check out great deals inside!	4/13/2023
🐰 Coupon alert! Plus, get FIFTY percent off Easter essentials. 🐰	4/6/2023
! Last day ! Claim your coupon for 30% off ALL Regular Price Purchases.	3/5/2023
BIG COUPON ALERT! Get 30% off ALL Regular Price Purchases	3/4/2023

28. To further confirm Defendant regularly offers and advertises discounts through emails for Products sold via the website, Plaintiffs' counsel reviewed the subject lines of emails sent by Defendant from December 1, 2025 to June 5, 2026. Almost every day, Defendant sent an email advertising a limited-time sale. This investigation revealed that Defendant sent emails containing the following subject lines on the listed dates:

E-Mail Subject	Date
Our sale is still going on with up to 50% off deals! 🛒	6/5/2026
Up to 60% off everything you need to celebrate summer! 🌞	6/3/2026
SALE! 🛒 Fill your cart for less with limited-time savings.	6/2/2026
Score up to 50% off during our sale!	5/31/2026
Our Sale = Big. Savings. Only!	5/30/2026
🛒 Shop our sale for up to 50% off! 🌸	5/30/2026
👁️ Wait till you see your deals!	5/29/2026
BRB: Our Sale is ON 🏃 🏃	5/28/2026
EXTENDED! 1 more day to shop our Memorial Day Sale - online only.	5/26/2026
🏃 DON'T MISS: 50% off Memorial Day Sale ends today.	5/25/2026
Hurry! Only 3 days left to save during our Memorial Day Sale.	5/23/2026
!!4 days only— 50% off your faves— Get'em before they're gone!!	5/23/2026
Deals picked just for you: Get 50% off at our Memorial Day Sale.	5/22/2026
50% off 🏃 4 days only 🏃 Sale starts TODAY!	5/22/2026

1	Up to 50% off your summer faves during The Big Summer Sale!	5/20/2026
2	♥️ ⚙️ Make it a summer of savings — Up to 50% off your	5/15/2026
3	faves!	
4	Up to 50% off summer favorites during The Big Summer Sale!	5/13/2026
5		
6	Mother's Day is Sunday! 📅 Get up to 60% off at our Mother's	5/8/2026
7	Day Sale.	
8	Frame medals, uniforms and more to create a touching tribute	5/3/2026
9	— now for 70% off	
10	📁 Up to 50% off! Save on gifts Mom will love.	5/2/2026
11	📁 Get up to 50% off at our Mother's Day Sale!	5/1/2026
12	👤 Get up to 50% off gifts for out-of-this-world Moms →	4/28/2026
13		
14	📁 Grab 70% off custom frames to showcase your family	4/26/2026
15	memories.	
16	🌸 Our Mother's Day Sale starts now! --->	4/26/2026
17	LAST DAY OF MAKER HAUL! 📺 You can shop now for up to	4/25/2026
18	50% off 1,000s of items! 😊	
19		
20		

1	Who wants up to 50% off? 🙌 Shop our biggest stock-up event	4/16/2026
2	of the year now →	
3	💰 Get up to 50% off creative faves at Maker Haul	4/14/2026
4	ENDS TODAY: Score up to 50% off. 🛒	4/11/2026
5	🏀 Get 70% off custom frames before the final buzzer sounds.	4/10/2026
6	ENDS TOMORROW: SALE! 🙌 Get up to 50% off floral, décor	4/10/2026
7	and more. --->	
8	LAST CALL ⌚ Up to 60% off at the Easter Sale 🐰	4/4/2026
9	TWO 40% COUPONS - what are you waiting for?	4/2/2026
10	🐰 Hoppy Hosting! Get up to 60% off all things Easter.	4/1/2026
11	Hop to it! 🐰 Up to 60% OFF Easter Sale ends soon.	4/1/2026
12	Don't blink ... these deals are hopping away 🐰	3/31/2026
13	💎 Here's 70% off to custom frame your art 🖼️	3/29/2026
14	One week to Easter: Crack into our epic sale — up to 60% off	3/29/2026
15	🐰	
16	Get up to 60% off at our Easter Sale. 🐰 It's on!	3/28/2026
17	30% off instore & online — you found the golden egg! 🥚 ✨	3/27/2026
18		
19		
20		

1	 70% off all custom frames in store & online.	3/27/2026
2	Up to 60% off your faves at our Easter Sale  	3/26/2026
3	 Up to 60% off: Our NEW Easter Bunny & Bloom Décor	3/25/2026
4	Collection is so adorbs -->	
5		
6	 We've got TWO SALES for you: Up to 60% Off 	3/25/2026
7	Up to 60% off — Easter sale starts TODAY!	3/22/2026
8	 Extended today online only! Shop epic deals at our Lowest	3/22/2026
9	Prices of the Season.	
10	 Time's running out — final hours! Our Lowest Prices of the	3/21/2026
11	Season sale ends soon!	
12		
13	Ends soon!  Shop Lowest Prices of the Season today	3/20/2026
14	Everything in this email is SIXTY PERCENT OFF! 	3/20/2026
15	PRICE DROP! Easter is now up to 60% off.	3/19/2026
16	60% off thousands of items? Oh, yeah.	3/18/2026
17	 Ends soon: Get up to 60% off during our Lowest Prices of	3/18/2026
18	the Season sale.	
19		
20		

1	 You don't need luck to score our Lowest Prices of the	3/17/2026
2	Season	
3	 This email is full of BOGO deals and more!	3/17/2026
4		
5	\$ Get deals for under \$5 at our Lowest Prices of the Season	3/16/2026
6	sale!	
7	 Shop our best sellers for up to 60% off during our Lowest	3/16/2026
8	Prices of the Season sale!	
9	Your favorite sale is back! Get our Lowest Price of the Season on	3/15/2026
10	custom frames. 	
11	 Our Lowest Prices of the Season sale is back!	3/15/2026
12		
13	 It's baaack: Our Lowest Prices of the Season Sale starts now.	3/15/2026
14	LAST CHANCE to shop our Big Spring Sale 	3/14/2026
15	 Lowest Prices of the Season sale is here early & online only!	3/14/2026
16	Score up to 60% off 1,000s of items >	
17	ENDS TOMORROW  Up to 50% off at The Big Spring Sale.	3/13/2026
18	Post Break Refresh  Here's 70% off to custom frame your	3/13/2026
19	travel pics.	
20		

1	Spring is in bloom with up to 50% off must-have items! 🌸	3/13/2026
2	👉 Our Big Spring Sale ends soon — see the deals we think	3/12/2026
3	you'll love! 🌷	
4		
5	Up to 50% off supplies you need for your spring refresh 🌸	3/11/2026
6	Let the good times bloom with up to 50% off + coupons inside	3/11/2026
7	🌸	
8	🐰 Hoppy Hosting! Get up to 40% off all things Easter.	3/10/2026
9	Spring-ify your space 🌷 up to 50% off spring decor!	3/9/2026
10		
11	Spring into savings 🌿 🛒 Get up to 50% off at The Big Spring	3/7/2026
12	Sale.	
13	We have BIG deals on spring + check out coupons inside.	3/7/2026
14	Shop The Big Spring Sale! Find everything you need to update	3/6/2026
15	your space.	
16	Up to fifty percent off spring + THREE coupons to brighten your	3/5/2026
17	day 🌞 🌸	
18	Up to 50% off supplies you need for your spring refresh 🌸	3/4/2026
19	Get up to 40% off Easter décor. 🐰	3/2/2026
20		

1	Keep vacay on replay with 70% off custom frames  	3/1/2026
2	The Big Spring Sale starts TODAY! 	3/1/2026
3	LAST DAY for up to 50% off! This sale ENDS TODAY -->	2/28/2026
4	ENDS TODAY: Score up to 50% off 	2/28/2026
5	 What a deal: Get 70% off custom frames and put what	2/27/2026
6	matters on display.	
7		
8	Get up to 50% off and fill your cart for less.	2/27/2026
9	Just for you: take 30% off online.	2/26/2026
10	Score up to 50% off eclectic and bold accents for your space.	2/26/2026
11	 Heeeeee! These deals END SOON. Get up to 50% off now!	2/25/2026
12	  Lucky you: Score St. Patrick's Day deals to rock your	2/24/2026
13	parties, parades and celebrations.	
14		
15	 Check Out New Yarn from Your Fave Brands + Buy 1 Get 1	2/23/2026
16	50% Off!	
17	SALE! Get up to 50% off floral, décor, yarn and more ->	2/22/2026
18	SALE!  Get up to 50% off floral, décor and more ->	2/21/2026
19	SALE!  Fill your cart for less with limited-time savings ->	2/20/2026
20		

1	Limited-time deals have arrived! 💰 Score sale prices up to 50%	2/19/2026
2	off.	
3	Sale! 🦋 Grab fun finds and get up to 50% for a limited time ->	2/15/2026
4	Happy Valentine's Day! Here's TWO coupons for 40% off 📧	2/14/2026
5	Coupon alert! Get 40% off in store and online!	2/13/2026
6	Score up to HALF OFF Valentine's Day! 💕 (It's almost here!)	2/12/2026
7	Only 1 week 'til Valentine's Day: Get up to 50% off! 💕	2/7/2026
8	Last day for up to 60% off at our Flash Cyber Sale!	2/7/2026
9	Plus, use our online coupon for 40% off all regular price	
10	purchases.	
11	Weekend treat: 40% off coupon inside!	2/6/2026
12	Take 40% OFF with your coupon + up to 50% off Valentine's!	2/5/2026
13	💕	
14	🔔 Our Flash Cyber Sale starts now!	2/5/2026
15	Up to 50% off Valentine's Supplies	2/4/2026
16	Prep for heart-day with sweet savings. 📧	2/3/2026
17	Enjoy sunny savings: Get up to 40% off our Spring Décor.	2/2/2026
18		
19		
20		

1	Score up to 50% off items you love with our Valentine's Day	2/1/2026
2	Sale! ❤️	
3	Two events. TWO DAYS LEFT! 🧐 Up to 50% off Spring Floral,	1/29/2026
4	Greenery and Décor B2G1 Free Yarn	
5	Cozy up & create: Your 20% off online coupon is waiting 🍷	1/27/2026
6	It's the Yarnormous Sale! All yarn is on sale – every brand, every	1/23/2026
7	color, every size, every skein!	
8		
9	🔔 ENDING SOON: Our Yarnormous and 2026 Style Edit sales.	1/23/2026
10	🔔	
11	🔥 Warm up to savings on inspiring supplies	1/22/2026
12	👉 Save now on BOGOs on floral and NEW décor at our 2026	1/21/2026
13	Style Edit Sale.	
14		
15	Look what just blew in! 🌪️ NEW DEALS you'll love	1/20/2026
16	LAST CHANCE: Our Super Storage Sale ends today! Get up to	1/17/2026
17	50% off now.	
18	Make your Valentine's Day extra special with up to 40% off ❤️	1/12/2026
19	Ending soon! Up to 60% off during our Mega Clearance Event!	12/31/2025
20		

1	 Going on now! Up to 60% off during our Mega Clearance	12/28/2025
2	Event!	
3	Clearance Season starts NOW!  Get up to 60% off at our	12/26/2025
4	Mega Clearance Event.	
5		
6	This is it! Up to 60% off during our Mega Clearance Event! 	12/25/2025
7	Still looking for last-minute gifts?  Find them at The Big Gift	12/23/2025
8	Sale.	
9	Final Days Get up to 50% off at our Big Gift Sale.	12/21/2025
10	Our Big Gift Sale is in full swing!  Fill your sleigh with	12/16/2025
11	something for everyone on your list.	
12	Last-minute holiday shopping?  We've got you.  Grab	12/15/2025
13	holiday essentials before it's too late.	
14		
15	It's the Big Gift Sale! Find creative gifts for everyone on your list	12/14/2025
16		
17	The Big Holiday Sale wraps up today! Don't miss these deals.	12/13/2025
18	It's not too late to save on holiday must-haves! Shop The Big	12/12/2025
19	Holiday Sale.	
20		

1	The Big Holiday Sale wraps up tomorrow. 🎁 Get your merry	12/12/2025
2	must-haves today	
3	Last day! Up to 70% off online during our Cyber Sale.	12/6/2025
4	This 40% off coupon expires tonight!	12/4/2025
5	Limited time: Get up to 70% off online during our Cyber Sale!	12/3/2025
6	Get up to 60% off everything you need for the holidays. Our Big	12/1/2025
7	Holiday Sale starts now!	
8		

29. As additional confirmation that Defendant consistently offered sitewide or virtually sitewide sales using coupons or automatic discounts of at least 20%, counsel recently sampled dozens of historical Michaels marketing emails, plus randomly selected archived screenshots of Defendant’s homepage (Michaels.com) and coupon page (Michaels.com/coupons) via the Wayback Machine, covering January to December 2023. The investigation shows that Defendant did not simply run isolated short-term sales on discrete Products. Rather, Defendant consistently offered either (1) sitewide or virtually sitewide coupons of at least 20%, or (2) category-specific “sales” that effectively cover most Products. Representative examples are shown below.

20% off regular price purchases with code 22MADEBYYOU. Free shipping on orders \$49+

20% Off All Regular Price Purchases
With code DAILY23US

20% off

ALL Regular Price Purchases

Valid through January 28, 2023



Online Promo Code:
22MADEBYYOU

APPLY TO CART

[View Restrictions](#)

Michael's

20% off

All Regular Price Purchases

Online Promo Code:
DAILY23US

APPLY TO CART

Valid through February 28, 2023



[View Restrictions](#)

VALID IN STORE & ONLINE

30% off

All Regular Price Purchases

VALID THRU SUN 9/24/23

GET COUPON

Exclusions apply. See coupon for details.

VALID IN STORE & ONLINE

20% off

All Regular Price Purchases

VALID THRU SAT 10/7/23

GET COUPON

Exclusions apply. See coupon for details.

<u>Advertised Discount</u>	<u>Date</u>
20% off regular price purchases with code 22MADEBYYOU	1/5/2023
20% off all regular price purchases with code DAILY23US	2/6/2023
20% off all regular price purchases with code DAILY23US	3/6/2023
20% off all regular price purchases with code DAILY23US	3/7/2023

STRAUSS BORRELLI PLLC
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611-4501
TEL. 872.263.1100 • FAX 872.863.1109
straussborrelli.com

1	20% off all regular price purchases, Online Promo Code: DAILY23US	4/6/2023
2	35% off all regular price purchases, Online Only, valid thru Wed 8/23/23, Promo Code: MIKSAVE35	8/21/2023
3		
4	30% off all regular price purchases, Online Only, valid thru Sun 9/10/23, Promo Code: SAVE30908	9/8/2023
5	30% off all regular price purchases valid thru Sun 9/24/23	9/18/2023
6	30% off all regular price purchases valid thru Sun 9/24/23	9/20/2023
7	Up to 70% off storewide event	9/20/2023
8	30% off all regular price purchases, valid in store & online, valid thru Wed 9/27/23	9/26/2023
9	20% off all regular price purchases, valid in store & online, valid thru Sat 10/7/23	10/2/2023
10		
11	40% off all regular price purchases, Online Only, valid thru Wed 10/11/23	10/10/2023
12	30% off all regular price purchases, valid in store & online, valid thru Mon 10/16/23	10/13/2023
13		
14	40% off all regular price purchases, valid in store & online, valid thru Mon 10/23/23	10/20/2023
15	30% off all regular price items, valid thru Sunday 10/29/23	10/26/2023
16	30% off all regular price purchases, valid in store & online, valid thru Sun 11/5/23	11/2/2023
17	Extra 25% off entire purchase include sale items now thru Sunday	11/8/2023
18		
19	30% off all regular price purchases, valid in store & online, valid thru Sun 11/26/23	11/17/2023
20		

1	40% off all regular price purchases, Promo Code: USCYBER40, valid thru 11/27/23	11/27/2023
2	40% off all regular price purchases, Promo Code: USCYBER40, valid thru 11/28/23	11/28/2023
3		
4	Up to 60% off Big Holiday Sale	12/1/2023
5	Up to 60% off Big Holiday Sale	12/3/2023
6	25% off all regular price purchases, valid in store & online, valid thru Sun 12/16/23	12/6/2023
7	30% off all regular price purchases, online only, valid thru 12/19/23	12/19/2023
8		

30. Reasonable recipients of these emails would believe that Defendant was offering a limited time sale. They would believe that, if they purchase during the sale, they will receive a genuine discount off the regular and former prices of the Products which Defendant consistently charged on the website in the recent past. Moreover, they would believe that the sale would end at the stated time, and if they wait beyond that time, then the sale will be over, and the Products' prices would immediately return to and *stay* at their regular prices.

31. But as shown above, many emails contain false subject lines representing that sales were active, limited in time, and about to end, while in truth Defendant always planned to (1) "extend" or reinstitute the same sale shortly after expiration, or (2) offer comparable discounts shortly after expiration and for a longer time.

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

3 33. This misleading marketing strategy is intended to maximize sales
4 during both the initial promotion, as well as the subsequent extension. While
5 Defendant may present these extensions as though they are an unexpected favor
6 to consumers, they are anything but. By deploying false time pressure with
7 surprise extensions—which are only disclosed once the original promotion has
8 ended—Defendant compels consumers to purchase quickly while withholding
9 terms that consumers need so they can make informed buying decisions.

10 34. For example, on 9/27/2025, Defendant sent an email stating “ENDS
11 TODAY: Up to 60% off trees online only! Plus, FREE shipping!” But
12 Defendant's sale styled as “Up to 60% off” was not limited to 9/27/2025. Indeed,
13 as shown above, Defendant sent another email four days later on 10/1/2025
14 stating “EXTENDED: Up to 60% off Christmas trees online only! Plus, FREE
15 shipping!” So, the email subject line was false and deceptive.

16 35. As another example, on 9/20/2025 and 9/21/2025 Defendant sent
17 three separate emails stating “ENDS TOMORROW! 🚨 Shop our Lowest Prices
18 of the Season now to get up to 60% off,” “🚨 Last day! Shop our Lowest Prices
19 Of The Season sale,” and “🚨 FINAL HOURS: Our Lowest Prices of the Season
20 sale ends today.” However, Defendant sent another email the following day on

1 9/22/2025 stating “👏👏 Extended today online only! Shop epic deals at our
2 Lowest Prices of the Season.” So again, the subject line was false and misleading.

3 36. Similarly, on 9/1/2025 Defendant sent an email stating “ENDS
4 TODAY: 40% off in store & online with coupon!” Reasonable consumers
5 interpret the subject line to mean the advertised sale would terminate on 9/1/2025.
6 However, according to the subject line of an email from Defendant dated
7 9/2/2025 stating “40% off coupon extended today only!” the sale did not
8 terminate on 9/1/2025.

9 37. These are just a few examples from a very narrow time frame. As
10 the subject lines of its marketing emails demonstrate, Defendant employs a
11 strategy where it pressures consumers to purchase products from its website by
12 falsely representing the extent and limited availability of its discounts.

13 **B. Defendant’s Emails to Plaintiff and Class Members Violate**
14 **CEMA and the CPA.**

15 38. Washington’s CEMA regulates deceptive email marketing. CEMA
16 prohibits the sending of a commercial email that “[c]ontains false or misleading
17 information in the subject line.” RCW 19.190.020.

18 39. Violating this provision of CEMA also violates the CPA.
19 RCW 19.190.030.
20

1 40. Advertising fake discounts in the subject line of a promotional
2 email, with fake time pressure, violates CEMA and, accordingly, the CPA. *Brown*
3 *v. Old Navy LLC*, 567 P.3d 38 (Wash. 2025).

4 41. Defendant's email advertisements contain subject lines that misstate
5 the duration of the purported sales and/or misstate the discount that recipients
6 would purportedly receive for purchasing during the sale. As a result, these
7 promotional emails contain false or misleading information in the subject line, in
8 violation of CEMA and the CPA.

9 42. Defendant sends these emails for the purpose of promoting the
10 Products for sale and to drive sales to the website.

11 43. Defendant's email subject lines stating the supposed duration of its
12 sales are false and misleading because, as discussed above, sales either (1) are
13 regularly available, or (2) did not expire at the advertised time.

14 44. Defendant's email subject lines stating that recipients will receive
15 significant savings if the recipients purchase during the sale are false and
16 misleading because, as discussed above, consumers do not truly receive the
17 advertised discounts. Instead, because substantial discounts are commonly
18 available, the purported discount is actually much smaller (or there is no discount
19 at all).

1 45. By misrepresenting the duration of its purported sales in email
2 subject lines, Defendant creates a false sense of urgency. Reasonable consumers
3 believe that if they act now, they can purchase a higher value item at a limited-
4 time discount; but if they wait, then the discount will expire and if they want to
5 purchase a Product, they will have to pay the former or regular price.

6 46. Defendant designs the subject lines of the promotional emails to
7 induce recipients to make a purchase during the supposedly limited-time sales.
8 Defendant's email subject lines often contain words spurring recipients to make
9 purchases immediately before time runs out. But because the Products are
10 regularly on sale, each of these email subject lines stating the sale is ending soon
11 are false and misleading.

12 47. Defendant is constantly sending commercial emails to recipients on
13 its website's mailing list, typically multiple times a week, and sometimes
14 multiple times per day. Plaintiffs and Class Members received such emails from
15 Defendant, many of which include false or misleading subject lines regarding
16 fake discounts with fake time limitations.

17 48. Defendant knows, or has reason to know, its emails containing false
18 and misleading subject lines are sent to Washington residents. Defendant knows
19 or has reason to know where recipients of its emails reside for at least the
20 following reasons.

- a. For consumers who made a purchase on Defendant's website, Defendant has physical addresses associated with the recipient's name, email address, and order.
- b. For consumers who made a purchase in one of Defendant's physical store locations and opted into Defendant's loyalty program, mailing list(s) or other similar programs, Defendant has physical addresses associated with the recipient's name, email address, and order.
- c. For consumers who visit Defendant's website and register to receive marketing emails, on information and belief, Defendant collects and has access to data regarding the recipient's state of residence via geolocation and IP address tracking. First, IP addresses are sufficient to confirm the user's physical location including city, state, and zip code.¹
- d. Second, under the heading "Information We Collect" Defendant's Privacy Statement provides that Defendant collects "Geolocation data to provide your location for curbside pickup or to determine the nearest store and with

¹ See <https://nordvpn.com/ip-lookup/> ("Looking up an IP address shows you the geolocation of that IP address, including the country, state, city, and zip code.")

1 your specific consent.” Under the same heading, Defendant’s
2 Privacy Statement further provides that Defendant also
3 collects identifiers such as “real name, alias, *postal address*,
4 email address, telephone number*, date of birth or age, online
5 identifier, social media profile information, or username and
6 password, *Internet Protocol address*, signature, special status
7 designations (i.e. teacher, student, military), or other similar
8 identifiers.” (Emphasis added.) Moreover, under the heading
9 “Loyalty Programs (Financial Incentive Programs)
10 Defendant’s Privacy Statement provides that it collects
11 consumers’ “personal information, which may include [their]
12 name, phone number, *address*, characteristics of protected
13 classes (i.e. age/birthdate, gender), purchase history,
14 *geolocation data*, preferences, characteristics, network data
15 including browser or search history, and other personal
16 information.” (Emphasis added.)

17 e. For consumers who browse Defendant’s website or click on
18 Defendant’s emails, on information and belief, Defendant can
19 track their IP addresses. It is a standard business practice
20 among major e-commerce companies to employ email and

1 website marketing tools, like tracking pixels, which allow the
2 sender to identify the person opening and clicking on the
3 email by IP address, or the person browsing the website by IP
4 address. Indeed, Defendant's Privacy Statement under the
5 heading "Information We Collect" expressly provides that it
6 collects IP addresses and other related information such as
7 "Internet, mobile device, or other similar network activity:
8 when you use the Websites, some data is automatically
9 transferred from your browser to our server, including
10 through use of social media, cookies, web beacons, tracking
11 pixels, clear gifs, and/or other similar technologies, including
12 browsing history, search history, viewed webpages, Michaels
13 emails you open and forward, Michaels offers and links you
14 collect to via email, links that are clicked, keystrokes typed,
15 movement of the mouse or pointer, device model, operating
16 system version, unique device identifiers, mobile network
17 information, sites or apps visited before coming to our
18 Websites, videos viewed, the amount of time you spend
19 viewing or using the Websites and the pages visited, the
20 number of times you return, or other click-stream or site usage

1 data, and other information on a consumer's interaction with
2 the Websites or advertisement.”

3 f. Defendant has access to granular location information tied to
4 email addresses from commercial data brokers like Oracle,
5 Equifax, and Lexis. Defendant can purchase consumer data
6 from these brokers which connects individuals to email
7 addresses, state of residence, and physical location. To that
8 end, Defendant’s Privacy Statement states under the heading
9 “How We Collect Information” that it collects information
10 “about you from other sources, including social media and
11 commercially available sources such as data aggregators and
12 public databases.”

13 g. Defendant may obtain information that some recipients of
14 marketing emails are Washington residents because that
15 information is available, upon request, from the registrant of
16 the Internet domain names contained in the recipients’ email
17 addresses. *See* RCW 19.190.020(2).

18 h. Defendant had reason to know the marketing emails were sent
19 to Washington residents based on the extremely high volume
20

1 of outbound marketing emails which are continuously sent to
2 everyone on its mailing list.

3 49. Defendant knows what sales it offers on its website and the prices
4 advertised on its website. Defendant also knows that, in truth, the sales are not
5 truly ending as advertised and products are regularly discounted on the website.

6 **C. Defendant's Deceptive Emails Violate Federal Law.**

7 50. The Federal Trade Commission Act ("FTCA") prohibits "unfair or
8 deceptive acts or practices in or affecting commerce[.]" 15 U.S.C. § 45(a)(1).
9 Under FTC regulations, discounting schemes like that employed in Defendant's
10 email subject lines are deceptive practices that violate the FTCA.

11 51. Pursuant to 16 C.F.R. § 233.1, entitled Former Price Comparisons:

12 (a) One of the most commonly used forms of bargain advertising is
13 to offer a reduction from the advertiser's own former price for an
14 article. If the *former price* is the actual, bona fide price at which the
15 article was offered to the public on a *regular basis* for a *reasonably*
16 *substantial period of time*, it provides a legitimate basis for the
17 advertising of a price comparison. Where the former price is genuine,
18 the bargain being advertised is a true one. If, on the other hand, the
19 former price being advertised is not bona fide but fictitious – for
20 example, where an *artificial, inflated price* was established for the
purpose of enabling the subsequent offer of a large reduction – the
"bargain" being advertised is a false one; the purchaser is not
receiving the unusual value he expects.

(b) A former price is not necessarily fictitious merely because no
sales at the advertised price were made. The advertiser should be
especially careful, however, in such a case, that the price is one at
which the product was openly and actively offered for sale, for a
reasonably substantial period of time, in the *recent*, regular course

1 of her business, honestly and in good faith – and, of course, not for
2 the purpose of establishing a fictitious higher price on which a
deceptive comparison might be based.

3 (c) The following is an example of a price comparison based on a
4 fictitious former price. John Doe is a retailer of Brand X fountain
pens, which cost him \$5 each. His usual markup is 50 percent over
5 cost; that is, his regular retail price is \$7.50. In order subsequently
to offer an unusual “bargain,” Doe begins offering Brand X at \$10
6 per pen. He realizes that he will be able to sell no, or very few, pens
at this inflated price. But he doesn’t care, for he maintains that price
for only a few days. Then he “cuts” the price to its usual level—
7 \$7.50—and advertises: “Terrific Bargain: X Pens, Were \$10, Now
Only \$7.50!” *This is obviously a false claim.* The advertised
8 “bargain” is not genuine.

9 (d) Other illustrations of fictitious price comparisons could be given.
An advertiser might use a price at which he *never offered the article*
10 *at all*; he might feature a price which was *not used in the regular*
course of business, or which was *not used in the recent past* but at
11 some *remote period in the past*, without making disclosure of that
fact; he might use a price that was not openly offered to the public,
12 or that was *not maintained for a reasonable length of time*, but was
immediately reduced.

13 (e) If the former price is set forth in the advertisement, *whether*
14 *accompanied or not* by descriptive terminology such as “Regularly,”
“Usually,” “Formerly,” etc., the advertiser should make certain that
15 the former price is not a fictitious one. If the former price, or the
amount or percentage of reduction, is not stated in the advertisement,
16 as when the ad merely states, “Sale,” the advertiser must take care
that the amount of reduction is not so insignificant as to be
17 meaningless. It should be sufficiently large that the consumer, if he
knew what it was, would believe that a genuine bargain or saving
18 was being offered. An advertiser who claims that an item has been
“Reduced to \$9.99,” when the former price was \$10, is misleading
19 the consumer, who will understand the claim to mean that a much
greater, and not merely nominal, reduction was being offered.
20

52. FTC regulations also prohibit false and misleading claims regarding the duration and expiration of sales, like those employed in the subject lines of Defendant's emails. Indeed, retailers "should not offer an advance sale under circumstances where they do not in good faith expect to increase the price at a later date, or *make a 'limited' offer which, in fact, is not limited.*" 16 C.F.R. § 233.5.

D. Research Confirms That Time-Limited Discounts Influence Consumer Behavior and Perceptions of Value.

53. Studies and articles support the effectiveness of Defendant's deceptive email scheme.

54. "By creating an impression of savings, the presence of a higher reference price enhances subjects' perceived value and willingness to buy the product."² Thus, "empirical studies indicate that, as discount size increases, consumers' perceptions of value and their willingness to buy the product increase, while their intention to search for a lower price decreases."³

² Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or Deceptive?*, 11 J. Pub. Pol'y & Mktg. 52, 55 (Spring 1992).

³ *Id.* at 56.

1 55. “[R]eference prices are important cues consumers use when making
2 the decision concerning how much they are willing to pay for the product.”⁴ This
3 study also concluded that “consumers are likely to be misled into a willingness
4 to pay a higher price for a product simply because the product has a higher
5 reference price.”⁵

6 56. Additionally, as “considerable evidence” suggests, “consumers
7 react to scarcity and divert their attention to information where they might miss
8 opportunities.”⁶

9 57. A study regarding the effect of the time-limited advertisement
10 “10 Hours Only Super Sale” concluded that “[t]he willingness to buy was
11 significantly higher” and “the attitude towards the deal was more favorable.”⁷

12 58. An article explains that, in a test case, the addition of countdown
13 timers increased conversion rates “from ~3.5% to ~10%.”⁸

15 ⁴ Jerry B. Gotlieb & Cyndy Thomas Fitzgerald, An Investigation Into the Effects
16 of Advertised Reference Prices On the Price Consumers Are Willing To Pay For
the Product, 6 J. of App’d Bus. Res. 1 (1990).

17 ⁵ *Id.*

18 ⁶ U.K. Competition & Mkts. Auth., *Online Choice Architecture—How Digital
Design Can Harm Competition and Consumers* 26 (2022),
<https://perma.cc/V848-7TVV/>

19 ⁷ See Aggarwal, P., *Use it or lose it: Purchase acceleration effects of time-limited
promotions*, Journal of Consumer Behaviour (Sept. 17, 2002) at 399-401.

20 ⁸ See CXL, *How Creating a Sense of Urgency Increased Sales by 332%* (Feb.
28, 2023), at pp. 10-18, available at <https://cxl.com/blog/creating-urgency> (last
visited May 26, 2026).

1 59. Another article explains: “We compared the performance to
2 previous ‘big sale’ campaigns featuring a similar single-minded design, but
3 without the countdown timer. The uplift was impressive showing . . . 400%
4 higher conversion rate” with countdown timer.⁹

5 60. Thus, creating a false sense of urgency is a common way that online
6 marketers manipulate consumer choice. The FTC has identified the “False
7 Limited Time Message” as one example of false time scarcity claims, in which
8 the marketer creates “pressure to buy immediately by saying the offer is good
9 only for a limited time or that the deal ends soon—but without a deadline or with
10 a meaningless deadline that just resets when reached.”¹⁰

11 61. False scarcity claims are psychologically effective and harm
12 consumers by manipulating their decision-making to their detriment—and the
13 seller’s benefit.

14 62. Accordingly, research confirms that deceptive discount advertising
15 is intended to, and does, influence consumer behavior by artificially inflating
16

17 ⁹ See Upland Software, *Dynamic email content leads to 400% increase in*
18 *conversions for Black Friday email*, available at
19 [https://uplandsoftware.com/adestra/resources/case-study/dynamic-email-](https://uplandsoftware.com/adestra/resources/case-study/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/)
20 [content-leads-to-400-increase-in-conversions-for-black-friday-email/](https://uplandsoftware.com/adestra/resources/case-study/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/) (last
visited May 26, 2026).

¹⁰ *Fed. Trade Comm’n, Bringing Dark Patterns to Light* 22 (2022),
<https://perma.cc/847M-EY69/>.

1 consumer perceptions of an item's value and causing consumers to spend money
2 they otherwise would not have, purchase items they otherwise would not have,
3 and/or purchase products from a specific retailer.

4 **E. Plaintiff Cameron Crow**

5 63. Plaintiff Crow visited a Michaels store located in Washington state
6 in late 2022. During that visit, he provided his email address to Defendant.

7 64. Thus, since at least 2022, Defendant knew that Plaintiff Crow was a
8 resident of Washington and that any emails sent to Plaintiff Crow would be sent
9 to a Washington resident.

10 65. Plaintiff Crow received each of the emails listed in paragraph 27
11 above. He also received the vast majority if not all the emails listed in paragraph
12 28 above. Representative examples include without limitation:

13 a. 5/25/2026: 🏃 DON'T MISS: 50% off Memorial Day Sale
14 ends today.

15 b. 5/23/2026: !!4 days only— 50% off your faves— Get'em
16 before they're gone!!

17 c. 5/23/2026: Hurry! Only 3 days left to save during our
18 Memorial Day Sale.

19 d. 5/22/2026: 50% off 🛒 4 days only 🛒 Sale starts TODAY!
20

e. 3/21/2026: 🕒 Time's running out — final hours! Our Lowest Prices of the Season sale ends soon!

f. 2/28/2026: ENDS TODAY: Score up to 50% off 🛒

g. 11/15/2025: Final hours of The Great Big Tree Spree! 🎄
Have you found your tree yet?

h. 9/21/2025: 🚨 FINAL HOURS: Our Lowest Prices of the Season sale ends today

i. 6/16/2024: LAST CALL! Shop these best sellers at our Lowest Prices of the Season sale today.

j. 9/24/2023: Last day of the sale 😬

66. Plaintiff Crow received Defendant's emails at issue while he was a Washington resident.

67. Plaintiff Crow would have liked to receive truthful information from Defendant regarding its Products. However, due to Defendant's conduct, Plaintiff Crow cannot be certain which emails from Defendant contain truthful information and which emails are spam with false and misleading information in subject lines designed to spur consumers into making a purchase. Thus, without a court order requiring Defendant to only send honest emails about sales, Plaintiff Crow cannot discern which emails are not false or misleading.

1 **F. Plaintiff Logan Pendergrass**

2 68. Plaintiff Pendergrass visited a Michaels store located in Washington
3 state within the last five years. During that visit, he believes he provided his email
4 address to Defendant.

5 69. Thus, Defendant knew that Plaintiff Pendergrass was a resident of
6 Washington and that any emails sent to Plaintiff Pendergrass would be sent to a
7 Washington resident.

8 70. Plaintiff Pendergrass received marketing emails from Defendant.
9 Representative examples of these emails and associated subject lines include
10 without limitation:

11 a. 10/9/2025:  Last day to get up to 65% off! Save big at our
12 Flash Cyber Sale.

13 b. 10/6/2025:  Score up to 65% off 1,000s of items online!

14 c. 10/5/2025: It's spooky season!  Get up to 60% off at our
15 Big Halloween Sale

16 d. 10/4/2025:  LAST CHANCE: Up to 60% off at our Fall
17 Haul ends today!

18 e. 10/3/2025:  ENDS TOMORROW: Time's running out for
19 up to 60% off fall, Halloween and Christmas trees!
20

- 1 f. 9/30/2025: From jack-o'-lanterns to jingle bells - save up to
2 60% off!
- 3 g. 9/28/2025: ATTN! 🔔 Up to 60% off ENDS SOON. Score
4 deals on fall floral, décor, Halloween and more.
- 5 h. 9/27/2025: Get UP TO 60% OFF Fall & Halloween now.
- 6 i. 9/23/2025: 👻 GHOUL TO GO: Get up to 60% off
7 Halloween must-haves.
- 8 j. 9/22/2025: 🙌 Extended today online only! Shop epic deals
9 at our Lowest Prices of the Season.
- 10 k. 9/21/2025: 🔔 Last day! Shop our Lowest Prices Of The
11 Season sale.
- 12 l. 9/20/2025: It's all on sale! Get up to 60% off vinyl and more
13 ... while you can.
- 14 m. 9/18/2025: 😊 Get up to 60% off to make four projects for
15 the best weekend ever!
- 16 n. 9/15/2025: Everything in this email is SIXTY PERCENT
17 OFF!
- 18 o. 9/8/2025: 🌻 🕒 Get 40% off the Día de los Muertos
19 Collection ➔
20

p. 9/7/2025: ENDING SOON: Get up to 50% off at The Big Fall Sale today!

q. 9/6/2025: 🍁 Score up to 50% off fall floral, décor and so much more.

r. 9/1/2025: ENDS TODAY: 40% off in store & online with coupon!

s. 9/2/2025: 🍁🍁 Give your home an instant autumn update for 40% off!

t. 8/31/2025: 🍁 It's The Big Fall Sale! Get up to 50% off to refresh your space with autumn accents.

u. 8/27/2025: 🚗 Savings alert: Your coupon ends soon!

71. Plaintiff Pendergrass received Defendant's emails at issue while he was a Washington resident.

72. Plaintiff Pendergrass would have liked to receive truthful information from Defendant regarding its Products. However, due to Defendant's conduct, Plaintiff Pendergrass cannot be certain which emails from Defendant contain truthful information and which emails are spam with false and misleading information in subject lines designed to spur consumers into making a purchase. Thus, without a court order requiring Defendant to only send honest emails about

1 sales, Plaintiff Pendergrass cannot discern which emails are not false or
2 misleading.

3 **G. No Adequate Remedy at Law.**

4 73. Plaintiffs seek an injunction. Plaintiffs are permitted to seek an
5 injunction because they have no adequate remedy at law. Legal remedies here are
6 not adequate because they would not stop Defendant from continuing to transmit
7 emails with false or misleading subject lines to Washington residents.

8 **V. CLASS ACTION ALLEGATIONS**

9 74. Plaintiffs bring the asserted claims on behalf of the following
10 proposed class (the “Class”) and subclasses:

11 All Washington residents who, during the Class Period, received
12 promotional emails from Defendant with subject lines either
13 (i) advertising “% off” discounts; (ii) stating a sale, discount, or
14 price would end at a specified date but the same sale, discount,
15 or price was subsequently extended beyond the initial expiration;
16 or (iii) stating a sale, discount, or price is time limited, ending, or
17 tethered to a holiday or event, when Defendant offered the same
18 or comparable sale, discount, or price for a longer time.

16 75. Plaintiffs reserve the right to propose additional subclasses based
17 on specific subcategories of emails and Class Members at class certification.

18 76. The Class Period is the time period beginning on the date
19 established by the Court’s determination of any applicable statute of limitations
20 and ending on the date a class certification order is entered in this action. Thus,

1 the statute of limitations begins no later than the date four years before this
2 Complaint is filed.

3 77. The following people are excluded from the proposed Class: (1) any
4 Judge or Magistrate Judge presiding over this action and the members of their
5 family; (2) Defendant, Defendant's subsidiaries, parents, successors,
6 predecessors, and any entity in which the Defendant or its parents have a
7 controlling interest and their current employees, officers and directors; and
8 (3) Plaintiffs' counsel and Defendant's counsel.

9 ***Numerosity***

10 78. The proposed Class contains members so numerous that separate
11 joinder of each member of the class is impractical. While discovery is required
12 to identify the number of Class Members, on information and belief, there are at
13 least 100 Class Members in Washington.

14 79. Class Members can be identified through Defendant's electronic
15 mailing lists, internal records, and public notice.

16 ***Predominance of Common Questions***

17 80. There are questions of law and fact common to the proposed Class.
18 Common questions of law and fact include, without limitation:

- 19 a. whether Defendant's email subject lines regarding purported
20 discounts are false or misleading;

- b. whether Defendant's email subject lines violate CEMA;
- c. whether Defendant's email subject lines violate the CPA; and
- d. the greater of actual damages or statutory damages due to the Plaintiff and the proposed Class.

Typicality & Adequacy

81. Like members of the proposed Class, each Plaintiff received emails from Defendant that contained false or misleading subject lines regarding discounts.

82. There are no conflicts of interest between each Plaintiff and the Class.

Superiority

83. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

VI. CLAIMS

Count 1: Violations of Washington's Commercial Electronic Mail Act

(By Plaintiffs and the Class)

84. Plaintiffs incorporate paragraphs 1-83 above.

1 85. Plaintiffs bring this cause of action individually and on behalf of
2 members of the Class.

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

9 87. Defendant is a “person” under CEMA. RCW 19.190.010(11).

10 88. As alleged more fully above, Defendant violated CEMA by
11 initiating the transmission of commercial electronic mail messages that contained
12 false or misleading information in the subject line to Plaintiffs’ and Class
13 Members’ electronic mail addresses.

14 89. Defendant sent these emails to Plaintiffs and Class Members for the
15 purpose of promoting the Products for sale.

16 90. Defendant knew or had reason to know that it transmitted such
17 emails to email addresses held by Washington residents, including Plaintiffs.

18 91. Defendant’s acts and omissions violated RCW 19.190.020(1)(b).

19 92. Defendant’s acts and omissions violated the statutory rights of
20 Plaintiffs and Class Members.

1 99. A violation of CEMA is a per se violation of the CPA.
2 RCW 19.190.030(1).

3 100. A violation of CEMA establishes all elements of the CPA as a matter
4 of law. *Wright v. Lyft*, 189 Wn. 2d 718 (2017).

5 101. As alleged more fully above, Defendant's transmission of
6 commercial electronic messages to Plaintiffs and Class Members that contained
7 false or misleading information in the subject line also violates the CPA because
8 it constitutes unfair or deceptive practices that occur in trade or commerce.

9 ***Unfair Acts or Practices***

10 102. As alleged in detail above, Defendant committed "unfair" acts by
11 falsely stating in email subject lines that it was offering a discount off the regular
12 and former prices of its Products, and that the discount was only available for a
13 limited time, when none of this was true (or at minimum was highly misleading).

14 103. The harm to Plaintiffs and the Class greatly outweighs the public
15 utility of Defendant's conduct. There is no public utility to misrepresenting
16 whether the Products are discounted and misrepresenting the duration of sales.
17 Plaintiffs and the Class's statutory injury was not outweighed by any
18 countervailing benefits to consumers or competition.

19 ***Deceptive Acts or Practices***
20

1 104. As alleged in detail above, Defendant’s representations in email
2 subject lines that the Products were on sale, that the sale was limited in time, and
3 that customers were receiving substantial discounts, are deceptive.

4 105. Defendant’s representations were misleading to reasonable
5 recipients. Defendant knew, through the exercise of reasonable care, that these
6 statements were inaccurate and misleading.

7 106. Defendant’s unfair or deceptive acts or practices vitally affect the
8 public interest and thus impact public interest for purposes of applying the CPA.
9 RCW 19.190.030(3); RCW 19.190.100.

10 107. Defendant’s acts and omissions caused injury to Plaintiffs and Class
11 Members because violations of CEMA establish the injury and causation
12 elements of a CPA claim as a matter of law.

13 108. Under the CPA, “[p]rivate rights of action may ... be maintained for
14 recovery of actual damages, costs, and a reasonable attorney’s fee. A private
15 plaintiff may be eligible for treble damages,” and “may obtain injunctive relief,
16 even if the injunction would not directly affect the individual’s own rights.”
17 Washington Pattern Jury Instruction Civil No. 310.00 (Consumer Protection
18 Act—Introduction) (internal citations omitted); RCW § 19.86.090.

19 109. Under the CPA, Plaintiffs and Class Members are entitled to seek,
20 and do seek, the greater of actual damages and statutory damages of \$500 per

1 email that violates CEMA. In addition, Plaintiffs and Class Members seek treble
2 damages, which are permitted under the CPA, including for CEMA violations.
3 Plaintiffs seek treble damages to further Plaintiffs' and Class Members' financial
4 rehabilitation, encourage citizens to bring CPA actions, deter Defendant and
5 other persons from committing CEMA violations, and punish Defendant for false
6 and misleading advertising practices.

7 110. Plaintiffs and Class Members are also entitled to, and seek,
8 injunctive relief prohibiting further violations of the CPA.

9 VII. JURY DEMAND

10 111. Plaintiffs demand the right to a jury trial on all claims so triable.

11 VIII. PRAYER FOR RELIEF

12 112. Plaintiffs seek the following relief for themselves and the proposed
13 Class:

14 A. An order certifying the asserted claims, or issues raised, as a class
15 action;

16 B. A judgment in favor of Plaintiffs and the proposed Class;

17 C. The greater of actual or statutory damages, treble damages, and
18 punitive damages where applicable;

19 D. Pre- and post-judgment interest;
20

1 E. An injunction prohibiting Defendant's deceptive conduct, as
2 allowed by law;

3 F. Reasonable attorneys' fees and costs, as allowed by law;

4 G. Any additional relief that the Court deems reasonable and just.
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

1 Date: September 1, 2026

/s/ Samuel J. Strauss

Samuel J. Strauss, WSBA #46971

2 Raina C. Borrelli (*pro hac vice*)

Brittany Resch (*pro hac vice*)

3 Sarah Soleiman (*pro hac vice*)

STRAUSS BORRELLI PLLC

4 One Magnificent Mile

980 N. Michigan Avenue, Suite 1610

5 Chicago, IL 60611

Telephone: (872) 263-1100

6 Facsimile: (872) 263-1109

sam@straussborrelli.com

7 raina@straussborrelli.com

bresch@straussborrelli.com

8 ssoleiman@straussborrelli.com

9 M. Anderson Berry, WSBA #63160

Brook E. Garberding, WSBA #37140

10 Gregory Haroutunian (*pro hac vice*
forthcoming)

11 Brandon P. Jack (*pro hac vice*
forthcoming)

12 **EMERY REDDY, PC**

600 Stewart Street, Suite 1100

13 Seattle, WA 98101

Telephone: (916) 823-6955

14 anderson@emeryreddy.com

brook@emeryreddy.com

15 gregory@emeryreddy.com

16 brandon@emeryreddy.com

17 Jason T. Dennett, WSBA #30686

MILBERG, PLLC

18 1700 7th Avenue, Suite 2100

Seattle, WA 98101

19 Telephone: (866) 252-0878

jdennett@milberg.com

20 Alexander E. Wolf (*pro hac vice*)

MILBERG, PLLC

STRAUSS BORRELLI PLLC

980 N Michigan Avenue, Suite 1610

Chicago, Illinois 60611-4501

TEL. 872.263.1100 • FAX 872.863.1109

straussborrelli.com

280 South Beverly Drive, PH
Beverly Hills, CA 90212
Telephone: (872) 365-7060
awolf@milberg.com

*Counsel for Plaintiffs
and the Putative Class*

CERTIFICATE OF SERVICE

I, Samuel J. Strauss, hereby certify that on September 1, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED this 1st day of September, 2026.

STRAUSS BORRELLI PLLC

By: /s/ Samuel J. Strauss

Samuel J. Strauss

sam@straussborrelli.com

STRAUSS BORRELLI PLLC

One Magnificent Mile

980 N Michigan Avenue, Suite 1610

Chicago IL, 60611

Telephone: (872) 263-1100

Facsimile: (872) 263-1109

STRAUSS BORRELLI PLLC

980 N Michigan Avenue, Suite 1610

Chicago, Illinois 60611-4501

TEL. 872.263.1100 • FAX 872.863.1109
straussborrelli.com