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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TRACEY LIU and ANGELA NEFF,

Plaintiffs,

v.

LASERAWAY MEDICAL GROUP, INC.,

Defendant.

No. 2:24-cv-759

NOTICE OF REMOVAL

TO: THE CLERK OF COURT FOR THE U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

AND: PLAINTIFFS AND THEIR ATTORNEYS OF RECORD

Defendant LaserAway Medical Group, Inc. (“LaserAway”) removes the above-captioned action from the Superior Court of the State of Washington in and for King County to the U.S. District Court for the Western District of Washington, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453. Removal is appropriate for two independent reasons: (i) diversity jurisdiction because of the complete diversity of citizenship between the parties and (ii) jurisdiction is also proper under the Class Action Fairness Act (“CAFA”).

1 **I. PROCEDURAL BACKGROUND**

2 1. On April 25, 2024, Plaintiffs Tracey Liu and Angela Neff filed a putative class action
3 complaint in the Superior Court of Washington, King County, captioned *Tracey Liu & Angela Neff*
4 *v. LaserAway Medical Group, Inc.*, No. 24-2-09219-6 SEA. A true and correct copy of the
5 Complaint is attached as **Exhibit A**.

6 2. Plaintiffs allege LaserAway violated Washington’s Commercial Electronic Mail Act
7 (“CEMA”) and Washington’s Consumer Protection Act (“CPA”) when it sent marketing emails
8 to Washington residents with allegedly false and misleading subject lines. Compl. ¶ 5. Plaintiffs
9 seek statutory and exemplary damages, injunctive relief, attorneys’ fees, and costs. Compl. ¶ 7.

10 3. Plaintiffs served the Complaint on LaserAway via process server on May 3, 2024. Ex.
11 A. Because this Notice is filed within 30 days of that service, it is timely under 28 U.S.C.
12 §§ 1446(b) and 1453. Venue is proper pursuant to 28 U.S.C. §§ 1441(a) and 1446(a).

13 **II. DIVERSITY JURISDICTION**

14 4. This is a civil action over which this Court has jurisdiction under 28 U.S.C. § 1332
15 because complete diversity of citizenship exists between the parties, and the amount in controversy
16 exceeds \$75,000 for each named Plaintiff, exclusive of interest and costs.

17 5. Plaintiffs are Washington residents. Compl. ¶¶ 8-9. LaserAway is a California
18 corporation with its principal place of business in California. Compl. ¶ 10. The diversity
19 requirement under 28 U.S.C. § 1332(a) is therefore met.

20 6. Based on the allegations in the Complaint, the amount in controversy exceeds
21 \$75,000.¹ Statutory damages for CEMA violations are the greater of \$500 or actual damages. RCW
22 19.190.040. Plaintiffs allege they have each received “over 200 marketing emails” in violation of

23 _____
24 ¹ Under Ninth Circuit precedent, “[t]he amount in controversy is simply an estimate of the total amount in
25 dispute, not a prospective assessment of [the defendant’s] liability.” *Lewis v. Verizon Commc’ns, Inc.*, 627
26 F.3d 395, 400 (9th Cir. 2010). Here, LaserAway refers to specific damages estimates to establish that the
amount in controversy exceeds the jurisdictional minimum. LaserAway’s Notice of Removal addresses the
nature and amount of damages that the Complaint places in controversy. It is not an admission of liability
or suggestion that Plaintiffs could recover any damages, but simply reflects the amount Plaintiffs’
Complaint asserts to be in controversy.

1 the statute. Compl. ¶¶ 80, 89. Plaintiffs further allege that they “have sustained damages, including
2 \$500 in statutory damages for each and every email that violates the CEMA.” Compl. ¶ 120.
3 Plaintiffs’ Complaint does not specify the amount in controversy, thus LaserAway need only show
4 by a preponderance of evidence that more than \$75,000 is in controversy. *See Sanchez v.*
5 *Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996). Under the theory in Plaintiffs’
6 Complaint, that each of the “over” 200 emails they purportedly received warrants \$500 in statutory
7 damages, each of the Plaintiffs is entitled to at least \$100,000 in statutory damages. Thus, the
8 alleged damages of even one of the Plaintiffs exceeds the \$75,000 amount in controversy
9 threshold.

10 7. Plaintiffs also assert they are entitled to treble damages (capped under the CPA at
11 \$25,000, RCW 19.86.090) and attorneys’ fees, which further increases the amount in controversy.
12 Compl. ¶ 120. Attorneys’ fees are properly included when determining the amount in controversy.
13 *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 794 (9th Cir. 2018). Considering these
14 amounts, in addition to the named Plaintiffs’ claims, the amount in controversy easily exceeds the
15 \$75,000 threshold.

16 III. CAFA JURISDICTION

17 8. This lawsuit is a putative class action. Compl. ¶ 96. As a separate and independent
18 basis for removal, jurisdiction is also proper under the Class Action Fairness Act because: (i)
19 diversity of citizenship exists between at least one putative class member and the defendant; (ii)
20 the aggregate number of putative class members in the proposed class is 100 or greater; and (iii)
21 the Complaint places in controversy more than \$5 million, exclusive of interest and costs. 28
22 U.S.C. §§ 1332(d)(2), (d)(5)(b), 1453.

23 9. CAFA’s diversity requirement is met if the parties are “minimally diverse” meaning
24 “any member of a class of plaintiffs is a citizen of a State different from any defendant.” *See* 28
25 U.S.C. § 1332(d)(2). Plaintiffs are Washington residents. Compl. ¶¶ 8-9. LaserAway is a California
26 corporation with its principal place of business in California. Compl. ¶ 10. Thus, at least one

1 plaintiff is a citizen of a different state from LaserAway and CAFA's minimal diversity
2 requirement is met.

3 10. To establish jurisdiction under CAFA, the putative class action must have at least 100
4 members. 28 U.S.C. § 1332(d)(5)(b). Plaintiffs assert that the putative class has "more than 1,000
5 members." Compl. ¶ 97. By Plaintiffs' own allegations, the 100-plus member element is met.

6 11. For removal pursuant to CAFA, the amount in controversy must also exceed "the sum
7 or value of \$5,000,000, exclusive of interest and costs." 28 U.S.C. § 1332(d)(6). Where a class
8 action Complaint does not expressly allege that more than \$5 million is in controversy, a
9 defendant's notice of removal requires only "a plausible allegation that the amount in controversy
10 exceeds the jurisdictional threshold." *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574
11 U.S. 81, 89 (2014). The allegations in the removing defendant's notice of removal may rely on "a
12 chain of reasoning that includes assumptions" and "an assumption may be reasonable if it is
13 founded on the allegations of the complaint." *Carlson v. Swift Transp. Co. of Arizona, LLC*, No.
14 3:23-CV-05722-RJB, 2023 WL 6633858, at *4 (W.D. Wash. Oct. 12, 2023) (quoting *Arias v.*
15 *Residence Inn by Marriott*, 936 F.3d 920, 925 (9th Cir. 2019)). The notice of removal "need not
16 contain evidentiary submissions." *Fritsch*, 899 F.3d at 794.

17 12. Here, the amount in controversy plainly exceeds \$5,000,000. Plaintiffs assert that
18 statutory damages accrue for each email sent in alleged violation of CEMA. Compl. ¶ 120.
19 Plaintiffs assert that their claims are typical of the claims of the class, and that they have each
20 received more than 200 allegedly misleading emails. Compl. ¶¶ 80, 89, 99. And Plaintiffs assert
21 that there are more than 1,000 members of the class. Compl. ¶ 97. Under Plaintiffs' theory, 200
22 marketing emails for 1,000 class members at \$500 per marketing email would amount to statutory
23 damages well in excess of CAFA's jurisdictional requirement. Again, LaserAway disputes that
24 Plaintiffs are entitled to any relief and outlines these numbers solely for purposes of establishing
25 that the amount in controversy meets CAFA's jurisdictional requirement. Plaintiffs also seek treble
26

1 damages (up to the statutory cap) as well as attorneys’ fees and costs, which further increases the
2 amount in controversy above the threshold. Compl. ¶ 120.

3 13. CAFA’s “home state” and “local controversy” exceptions do not apply here. *See* 28
4 U.S.C. 1332(d)(4). Sections 1332(d)(4)(A) and 1332(d)(4)(B) require a federal court to decline
5 jurisdiction over a putative class action where a defendant is a citizen of the state where the action
6 was originally filed. But LaserAway is not a citizen of the State of Washington, where the action
7 was filed, so neither exception applies.

8 **IV. NOTICE**

9 14. Pursuant to 28 U.S.C. § 1446(d), LaserAway will promptly serve on Plaintiffs and file
10 with the state court in which the action is pending a copy of this Notice of Removal.

11 **V. CONCLUSION**

12 15. Although LaserAway denies Plaintiffs’ factual allegations and denies that they or the
13 putative class they seek to represent are entitled to any of the relief sought in the Complaint, the
14 allegations in the Complaint plainly establish federal court jurisdiction under both diversity
15 jurisdiction and CAFA’s \$5 million in controversy rule for class actions. To the extent a challenge
16 is raised to the Court’s jurisdiction, LaserAway requests the opportunity to conduct jurisdictional
17 discovery and to provide additional evidence in support of its position that this case is subject to
18 removal.

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Dated: May 31, 2024

By: s/ Kathleen M. O'Sullivan

By: s/ Thomas J. Tobin

Kathleen M. O'Sullivan, WSBA No. 27850

Thomas J. Tobin, WSBA No. 55189

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Attorneys for Defendant

LaserAway Medical Group, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on May 31, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF e-filing system which will send notification of such filing to the persons listed below.

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Dated: May 31, 2024 at Seattle, Washington

s/ Kathleen M. O'Sullivan

Exhibit A

Exhibit A

FILED
2024 APR 25 01:48 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 24-2-09219-6 SEA

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

TRACEY LIU and ANGELA NEFF, on their
own behalf and on behalf of others similarly
situated,

Plaintiffs,

v.

LASERAWAY MEDICAL GROUP, INC.,

Defendant.

Case No.:

CLASS ACTION COMPLAINT FOR
VIOLATION OF THE CONSUMER
PROTECTION ACT, RCW 19.86, AND
THE COMMERCIAL ELECTRONIC
MAIL ACT, RCW 19.190

DEMAND FOR TRIAL BY JURY

I. NATURE OF THE ACTION

1. This is a class action against LaserAway Medical Group, Inc. (“LaserAway” or “Defendant”) for illegally sending false and misleading emails. LaserAway uses different types of false and misleading information in email subject lines to trick consumers into opening their email and making purchases. For example, the subject line will claim that “70% Off Ends Tonight”, when, just two days later, LaserAway again sends emails marketing a “70% Off” sale. As another example, the subject line will claim that a sale or discount is “TODAY ONLY,” only for LaserAway to send an email the next day announcing that the sale or discount has been “extended.” In reality, LaserAway always planned the sale to continue during the advertised extension. As yet another example, LaserAway claims in email subject lines that different products are on sale for 65%-75% off, when, in reality, those services are always on “sale” and the discount off the price at which the service is regularly sold is very small or nonexistent.

1 emails alleged herein to residents of King County, maintaining two physical locations in King
2 County, and conducting substantial business with residents in King County. RCW 4.12.025.

3 **IV. LEGAL FRAMEWORK**

4 15. Washington’s Commercial Electronic Mail Act (CEMA) regulates deceptive email
5 marketing.

6 16. CEMA prohibits sending an email advertisement to a Washington resident that
7 “[c]ontains false or misleading information the subject line.” RCW 19.190.020(1)(b). A violation
8 of this prohibition is an unfair or deceptive act that occurs in trade or commerce and violates the
9 public interest under the Consumer Protection Act. RCW 19.190.030(3).

10 17. “CEMA’s prohibition on sending commercial e-mails with false or misleading
11 subject lines . . . creates a substantive right to be free from deceptive commercial e-mails.” *Harbers*
12 *v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1011 (W.D. Wash. 2019) (holding that the plaintiff
13 sufficiently pleaded concrete injury-in-fact for alleged CEMA violations based on her receipt of
14 marketing emails from the defendant containing allegedly false “xx% off” statements in the subject
15 line). Washington courts have held that “[t]he harms resulting from deceptive commercial e-mails
16 resemble the type of harms remedied by nuisance or fraud actions.” *Id.* at 1008.

17 18. An injury occurs anytime a commercial e-mail is transmitted that contains false or
18 misleading information in the subject line. *Id.* at 1011.

19 19. Under CEMA, it is irrelevant whether misleading commercial e-mails were
20 solicited. *Id.*

21 20. CEMA creates a private of right of action for injunctive relief for people who
22 receive commercial emails with subject lines containing false or misleading information. RCW
23 19.190.090(1). A plaintiff who successfully alleges and proves such a violation may obtain, among
24 other things, an injunction against the person who initiated the transmission. RCW 19.190.090(1).

1 *Wright v. Lyft, Inc.*, 189 Wn.2d 718, 728 n.3 (2017) (“we note that a plaintiff may bring an action
2 to enjoin any CEMA violation.”).

3 21. It is a violation of the Consumer Protection Act (RCW 19.86 *et seq.*) to send or
4 conspire with another person to send an email that contains false or misleading information in the
5 subject line. RCW 19.190.030(1); *see also* RCW 19.190.030(2) (providing “that the practices
6 covered by this chapter are matters vitally affecting the public interest for the purpose of applying
7 the consumer protection act, chapter 19.86 RCW. The Legislature declared that a violation of
8 section 030 is not reasonable in relation to the development and preservation of business and is an
9 unfair or deceptive act in trade or commerce and an unfair method of competition for the purpose
10 of applying the consumer protection act, chapter 19.86 RCW.”).

11 22. Damages for a violation of the prohibition on sending an email with false or
12 misleading information in the subject line are \$500 or actual damages, whichever is greater. RCW
13 19.190.040.

14 23. To establish a violation of Washington’s Consumer Protection Act (“CPA”), a
15 claimant must establish five elements: (1) an unfair or deceptive act or practice, (2) in trade or
16 commerce, (3) that affects the public interest, (4) injury to plaintiff’s business or property, and (5)
17 causation. *Hangman Ridge Stables, Inc. v. Safeco Title Ins. Co.*, 719 P.2d 531, 533 (Wash. 1986).
18 Washington and federal courts have held that a plaintiff states a CPA claim solely by alleging a
19 violation of the CEMA. *See State v. Heckel*, 143 Wash.2d 824, 24 P.3d 404, 407 (2001) (“RCW
20 19.190.030 makes a violation of [CEMA] a per se violation of the [CPA].”). Indeed, by alleging a
21 CEMA violation of RCW 19.190.020, a plaintiff alleges all five elements of a CPA violation. *See*
22 *Gordon v. Virtumundo, Inc.*, 575 F.3d 1040, 1065 (9th Cir. 2009) (citing *Hangman Ridge Training*
23 *Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wash.2d 778, 719 P.2d 531, 535–37 (1986)); *Wright*,
24 406 P.3d at 1155 (“We conclude that RCW 19.190.040 establishes the injury and causation
25 elements of a CPA claim as a matter of law.”).

1 V. FACTUAL ALLEGATIONS

2 A. LaserAway initiates (or conspires to initiate) the transmission of commercial e-mails
3 with false or misleading subject lines.

4 24. LaserAway has initiated (or conspired to initiate) the transmission of dozens of
5 commercial electronic mail messages with false or misleading subject lines to Plaintiffs and the
6 Class. The emails were electronic mail messages, in that they were each an electronic message
7 sent to an electronic mail address; the emails from Defendant also referred to an internet domain,
8 whether or not displayed, to which an electronic mail message can or could be sent or delivered.

9 25. LaserAway sent the emails for the purpose of promoting its goods and services for
10 sale.

11 26. The emails were sent at LaserAway's direction and were approved by LaserAway.

12 27. LaserAway uses its illusory sales that are purportedly limited nature to send more
13 emails to consumers than it otherwise might. LaserAway commonly sends a marketing email every
14 day, and sometimes up to two per day, many of them advertising services that are always on sale
15 or "limited time" offers. For example, LaserAway will send emails (i) when a limited time sale
16 starts, (ii) while the illusory sale is ongoing, (iii) when the sale is close to ending, (iv) when the
17 sale is (purportedly) in its final hours, and (v) when the sale has been "extended" or renewed.
18 When several emails contain the same false and misleading information, the emails clog up
19 inboxes with spam and waste limited data space.

20 28. LaserAway violates CEMA because many of the statements in the email subject
21 lines intended to seduce consumers into opening the email and/or making a purchase are false and
22 misleading on several fronts. There are numerous examples of LaserAway emails that can be
23 shown to have false and misleading information in the subject lines. While there are too many
24 examples to include them all here, the facts alleged below show the types of false and misleading
25 email subject lines LaserAway routinely deploys.

1 **1. The email states or suggests that the sale is ending, but the sale continues.**

2 29. LaserAway’s emails frequently advertise the “limited” nature of sales, discounts,
3 and prices. For example, on November 28, 2022, LaserAway sent an email with a subject line,
4 “TODAY ONLY: Exclusive Cyber Monday Deals ³¹”. By stating that a sale is only on for a
5 limited time, LaserAway suggests an offer’s rarity or urgency, stimulating consumers’ desire to
6 get the deal before its gone while simultaneously inducing fear of missing a good buy.

7 30. Research has also shown that emails that convey a sense of urgency in email
8 subject lines (e.g., “Last Chance,” “Time Is Running Out”), have higher open rates than emails
9 without such subject lines.¹ Here, the urgency conveyed by LaserAways’s email subject lines is
10 false, and thus consumers are being seduced into opening emails that they would have deleted or
11 ignored if the subject lines had been truthful.

12 31. The potential for such statements to be false and misleading has also been
13 recognized by the Federal Trade Commission, which directs that sellers should not “make a
14 ‘limited’ offer which, in fact, is not limited.” 16 C.F.R. § 233.5.

15 32. For example, in July 2022, LaserAway sent emails with the following subject lines
16 to Plaintiff Neff:

Date Sent	Email Subject
7/7/2022	Final Weekend: 70% Off Ends Soon
7/10/2022	Angie, 70% Off Ends Tonight
7/12/2022	It Pays To Be Loyal... 70% Off To Be Exact

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22 ¹ See The Ultimate 2023 Email Marketing Stats List, <https://codecrew.us/email-marketing-stats-you-need-to-know-the-ultimate-list/> (“subject lines with a sense of urgency (BUY NOW, HURRY) have a 22% open rate. That’s quite a bit higher than normal.”); Urgency Emails: An All-Inclusive Guide For Marketers To Drive Maximum Conversions, <https://email.uplers.com/blog/complete-guide-to-urgency-emails/>; Email Subject Line Tips That Guarantee High Open Rates, <https://www.loginradius.com/blog/growth/email-subject-line-tips-for-high-open-rates/> (“subject lines displaying exclusivity and urgency increases open rates up to 22%”).

1 33. The emails sent on July 7 and July 10, contained subject lines with false and
2 misleading information because, as the email from July 12 demonstrates, the 70% offer was not in
3 its “final weekend” and did not “end[] tonight”.

4 34. As another example, on October 27, 2022, LaserAway sent an email with a subject
5 line stating “FINAL HOURS: \$250 off!” The fine print of the email explained that recipients could
6 “Receive \$250 off your package purchase of \$500 or more. Only valid on select Laser Hair
7 Remvoal, Laser Tattoo Removal, IPL and Instant Glow packages.” However, on October 30,
8 2022—just three days later—LaserAway sent an email advertising the same offer, explaining in
9 the fine print of the email that recipients could “Receive \$250 off your package purchase of \$500
10 or more. Only valid on select Laser Hair Remvoal, Laser Tattoo Removal, IPL and Instant Glow
11 packages.”

12 35. The email sent on October 27 contained a subject line with false and misleading
13 information because the advertised discount was not in its “FINAL HOURS.” LaserAway
14 continued to offer the same discount in the following days.

15 36. As another example, LaserAway sent emails with the following subject lines to
16 Plaintiff Neff in November 2022:

Date Sent	Email Subject
11/25/2022	Angie, Your \$250 Off Expires Tonight
11/26/2022	It's Your Lucky Day... 1 More Chance For \$250 Off
11/27/2022	JUST HOURS LEFT: \$250 Off

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20 37. The email sent on November 25 contained a subject line with false and misleading
21 information because the \$250 off offer did not “expire” on November 25; LaserAway continued
22 to offer the same discount on November 26 and 27.

23 38. The emails sent on November 26 and 27 also contained subject lines with false and
24 misleading information because there was not “1 More Chance” to obtain the advertised discount
25 and the offer did not have “JUST HOURS LEFT.” LaserAway continued to offer the same discount
26 via email on November 28, November 29, and December 1.

1 39. As another example, LaserAway sent emails with the following subject lines to
2 Plaintiff Neff in May and June of 2023:

Date Sent	Email Subject
5/27/2023	Memorial Day Sale deals are here!
5/28/2023	Time is running out on 70% off 🚨
5/29/2023	The Memorial Day Sale: Just hours left...
6/1/2023	Final Weekend: The Memorial Day Sale
6/4/2023	Last Chance To Save 70%

7 40. The emails sent on May 28 and May 29 contained subject lines with false and
8 misleading information because, as the emails from June 1 and June 4 demonstrates, time was not
9 running out on the “70% off” offer and the Memorial Day Sale did not have “just hours left.”

10 41. The email sent on June 4 also contained a subject line with false and misleading
11 information because LaserAway continued to advertise a 70% off sale via email on June 8 and
12 June 13.

13 42. As another example, LaserAway sent emails with the following subject lines to
14 Plaintiff Liu in July and August 2023:

Date Sent	Email Subject
7/30/2023	Tracey: \$100 off injectables ends TONIGHT
8/3/2023	Tracey, We've Got \$100 With Your Name on It!
8/6/2023	\$100 off injectables ends tonight

18 43. The emails sent on July 30 contained a subject line with false and misleading
19 information because, as the emails from August 3 and August 6 demonstrate, the \$100 offer was
20 not ending “TONIGHT.”


21 44. As another example, LaserAway sent emails with the following subject lines to
22 Plaintiff Liu in August 2023:

Date Sent	Email Subject
8/20/2023	⚠️ 70% off ENDS TONIGHT
8/22/2023	Tracey: Labor Day Sale starts NOW
8/24/2023	The Labor Day Sale: Up to 70% off


1 45. The email sent on August 20 contained a subject line with false and misleading
2 information because the 70% off deal did not end that night—LaserAway continued to advertise a
3 70% off sale via email on August 22 and August 24.

4 **2. The email states that the sale has been “extended,” but LaserAway always**
5 **planned for the sale to be offered during the purported “extension.”**

6 46. LaserAway also misrepresents the length of time sales will be offered by sending
7 emails with subject lines stating that a sale has been “extended.” These emails are often sent
8 following long holiday weekends when consumers are back at their computers or on their phones
9 after a weekend of activity. However, discovery will show that LaserAway employees did not
10 gather on at the end of the planned sale and determine that the sale should be extended. Instead,
11 the sale was always planned to continue and the advertised “extension” is fake.

12 47. For example, LaserAway sent an email on Monday, November 28, 2022 advertising
13 in the email subject line “TODAY ONLY: Exclusive Cyber Monday Deals ”. However, on
14 Tuesday, November 29, 2022, LaserAway sent an email with the subject line “Surprise! Cyber
15 Monday Deals Extended.”

16 48. The subject line of the email sent on November 29, 2022, stating that the Cyber
17 Monday Deals had been extended was false and misleading because, as discovery will show,
18 LaserAway had long planned to offer the sale on Tuesday, November 29, 2022.

19 49. This inference is further supported by the fact that LaserAway sent emails with the
20 same type of false and misleading information on the Tuesday following Thanksgiving the next
21 year, in 2023. LaserAway sent an email on Monday, November 27, 2023 stating in the email
22 subject line “CYBER MONDAY EXCLUSIVES .” However, on Tuesday, November 28,
23 2022, LaserAway sent an email with the subject line “ACT FAST: Cyber Monday Deals Are
24 Back.”

1 50. The subject line of the email sent on November 28, 2023, stating that the Cyber
2 Monday Deals “are back” was false and misleading because, as discovery will show, the Cyber
3 Monday Sale had never ceased and had always been planned to continue into Tuesday.

4 51. As yet another example, on May 11, 2023, LaserAway sent an email with a subject
5 line stating “\$250 off is going... going...” However, on May 13, 2023, LaserAway sent an email
6 with a subject line announcing “Congrats! Your chance at \$250 off was extended.” LaserAway
7 continued to advertise \$250 off on Mother’s Day, May 14.

8 52. The subject line of the email sent on May 13, 2023, stating that the discount had
9 been extended was false and misleading because, as discovery will show, LaserAway had long
10 planned to offer the discount on May 13 and the following days.

11 **3. The email subject line advertises steep discounts when those services are**
12 **always on sale and the actual discounts offered, if any, are much smaller.**

13 53. At LaserAway, laser hair removal is perpetually sold at a discount. However, the
14 claimed discounts are false and inflated because LaserAway rarely or never offers laser hair
15 removal at “full price.”

16 54. For example, from June 2022 through June 2023, LaserAway sent at least 35 emails
17 to Plaintiff Neff advertising 65%-75% off laser hair removal. The email subject lines and the date
18 each email was sent are as follows:

Date Sent	Email Subject
6/5/2022	Final Hours ⌚ Up To 65% Off
6/19/2022	Up To 70% Off For You Or Him
7/5/2022	Our Biggest Discount On Laser 70% Off
7/7/2022	Final Weekend: 70% Off Ends Soon
7/10/2022	Angie, 70% Off Ends Tonight
7/12/2022	It Pays To Be Loyal... 70% Off To Be Exact
7/16/2022	70% Off For Friends & Family
8/4/2022	Angie, Book Now For 70% Off
8/7/2022	Friends & Family FINAL HOURS: Save up to 70% off!
8/16/2022	S, M or L? Up To 65% Off All Laser Hair Removal Sizes
8/25/2022	65% Off Won't Last Forever...
8/30/2022	70% OFF STARTS NOW us The Labor Day Sale

1	9/1/2022	Have You Cashed In On 70% Off?
2	9/4/2022	Angie, 70% Off Ends Soon!
3	9/11/2022	70% off until tonight! 🕒
4	9/20/2022	Laser Season Sale - Now 70% Off!
5	10/9/2022	Angie, 70% off ends tonight 📅
6	10/20/2022	Saving Your Skin With 70% Off
7	10/30/2022	70% off ends tonight 🕒
8	11/17/2022	📅 75% OFF Is Here 📅
9	11/22/2022	Re: Your 75% off
10	11/25/2022	📅 Black Friday 📅 75% OFF & MORE!
11	12/4/2022	75% Off Is Going... Going...
12	12/13/2022	Now Presenting 📅 75% Off Laser Hair Removal & More
13	12/22/2022	Ending Soon: 75% Off Laser & More!
14	12/26/2022	75% Off Ends TONIGHT
15	2/16/2023	Just extended: 70% OFF
16	2/23/2023	Treat Yourself With Up To 70% Off Self-Care ❤️
17	3/5/2023	70% off ends tonight 🕒
18	3/14/2023	70% Off Laser, Injectables & More Is Here
19	4/2/2023	70% off only lasts til tonight
20	4/13/2023	70% off is back for an encore!
21	5/28/2023	Time is running out on 70% off 📅
22	6/4/2023	Last Chance To Save 70%
23	6/13/2023	Summer is here... and so is 70% off

55. Plaintiff Liu received at least 10 emails with subject lines between June 2023 and December 2023 advertising 70% - 75% off laser hair removal. The email subject lines and the date each email was sent are as follows:

Date Sent	Email Subject
6/13/2023	Summer is here... and so is 70% off
7/2/2023	Last chance for 70% off...
7/16/2023	Have you secured up to 70% off?
8/20/2023	⚠️ 70% off ENDS TONIGHT
8/24/2023	The Labor Day Sale: Up to 70% off
9/26/2023	Tracey: You just earned 70% off laser
10/23/2023	Bootox Week: Up To 70% Off!
10/30/2023	Talk about scary... 70% off ends tonight
11/16/2023	Tracey, 75% OFF Is Here
11/21/2023	Your 75% Off

1 56. A review of the fine print contained within these emails reveals that LaserAway
2 routinely schedules one purported sale to end and then for the next one to start just a couple days
3 later—or even the next day in some cases. For example, as shown above, LaserAway referenced
4 a 65% off sale in an email subject line on June 5, 2022. The body of the email reveals that the deal
5 for “65 percent off laser hair removal on small and medium area packages (6+2 treatment packs
6 only)” was offered between May 23, 2022 and June 5, 2022.

7 57. However, LaserAway advertised another sale, this time 70% off, in an email subject
8 line on June 19, 2022, as shown above. The body of the email reveals that the offer for “70 percent
9 off laser hair removal on small and medium areas (8 treatment packs only)” started on June 7,
10 2022—just two days after the previous sale—and continued until July 11, 2022.

11 58. The next day—on July 12, 2022—another 70% off sale was advertised in an email
12 subject line. That offer for “70 percent off laser hair removal on small and medium area packages
13 (6+2 treatment packs only)” continued through August 8, 2022.

14 59. LaserAway has continued this deceptive advertising strategy this year. LaserAway
15 sent an email to Plaintiff Liu on February 29, 2024 claiming in the subject line “This Sale ENDS
16 TODAY ☒” The sale included 70 percent off a package of 8 laser hair removal treatments and
17 was offered from February 1, 2024 though February 29, 2024.

18 60. But the next day, on March 1, 2024, LaserAway sent an email to Plaintiff Liu with
19 a subject line stating “Tracey, Spring It On Starts Now.” The “Spring It On” sale included an offer
20 for “75 percent off one package of 8 or 10 laser hair removal treatments of a small area when
21 purchased with a Specialty Bundle package of 8 or more treatments” or “70 percent off one
22 package of 8 laser hair removal underarms treatments.” The “sale” was offered from March 1,
23 2024 through April 1, 2024.

24 61. LaserAway offered such “back-to-back” sales on laser hair removal throughout the
25 relevant time period.

1 62. The email subject lines advertising discounts off laser hair removal are false and
 2 misleading because they lead recipients to believe that the “xx% Off” statements are a percentage
 3 off the price at which LaserAway previously offered its products in good faith for a significant
 4 period of time. In reality, LaserAway calculated the “% Off” statements from fictitious prices at
 5 which LaserAway never offered its products, rarely offered its products, and/or temporarily
 6 offered its products in bad faith to concoct the so-called discount.

7 63. The FTC recognizes that such advertising is deceptive. According to the FTC, false
 8 former pricing schemes, similar to the ones implemented by LaserAway, are described as
 9 deceptive practices that would violate the Federal Trade Commission Act:

10 (a) One of the most commonly used forms of bargain advertising is to offer
 11 a reduction from the advertiser’s own former price for an article. If the
 12 former price is the actual, bona fide price at which the article was offered to
 13 the public on a regular basis for a reasonably substantial period of time, it
 14 provides a legitimate basis for the advertising of a price comparison. Where
 15 the former price is genuine, the bargain being advertised is a true one. *If,
 16 on the other hand, the former price being advertised is not bona fide but
 fictitious – for example, where an article price, 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.*

17 (b) A former price is not necessarily fictitious merely because no sales at
 18 the advertised price were made. The advertiser should be especially careful,
 19 however, in such a case, that the price is one at which the product was
 20 openly and actively offered for sale, for *a reasonably substantial period of
 time*, in the recent, regular course of her business, honestly and in good faith
 – and, of course, *not for the purpose of establishing a fictitious higher
 price on which a deceptive comparison might be based.*

21 16 C.F.R. § 233.1 (emphasis added).

22 4. **The email advertises large discounts and bonuses that are only available if**
 23 **recipients spend substantial sums of money.**

24 64. LaserAway also lures consumers into opening LaserAway advertising emails by
 25 advertising in the subject lines “free” services or a specific dollar amount as a “bonus.” But these
 26 subject line offers are false and misleading because—far from being “free,” recipients have to

1 spend hundreds or even more than one thousand dollars in order to receive the advertised “bonus”
2 or “free” services.

3 65. For example, on May 7, 2023, LaserAway sent an email to with a subject line
4 stating “Early Access: \$250 just for YOU.”

5 66. However, the body of the email revealed that in order to receive the \$250, the
6 recipient had to purchase a laser package purchase “of \$1,000 or more.”

7 67. The subject line of the email sent on May 7, 2023 was false and misleading because
8 it led recipients to believe that they had \$250 to spend at LaserAway, when in reality recipients
9 had to spend \$1,000 or more in order to get the offered amount.

10 68. As another example, on September 17, 2023, LaserAway sent an email with a
11 subject line stating “Ends Tonight: 10 FREE units of Xeomin.”

12 69. However, the body of the email revealed that the recipient could only get the free
13 units *if* they purchased a package “of \$1,000 or more.”

14 70. The subject line of the email sent on September 17, 2023 was false and misleading
15 because the 10 units of Xeomin were not “free”—recipients had to spend \$1,000 or more in order
16 to get the “free” units.

17 **B. LaserAway Sends Commercial Emails to Consumers Whom It Knows, Or Has**
18 **Reason to Know, Reside In Washington.**

19 71. LaserAway sent the misleading commercial emails to email addresses that
20 LaserAway knew, or had reason to know, were held by Washington residents, either because (i)
21 LaserAway had a physical Washington address that was associated with the recipient; (ii)
22 LaserAway had access to data regarding the recipient indicating that they were in Washington; or
23 (iii) information was available to LaserAway upon request from the registrant of the internet
24 domain name contained in the recipient’s electronic mail address.

25 72. First, for any person that receives services or order products from LaserAway,
26 LaserAway associates that person with a billing address and/or shipping address.

1 73. Second, LaserAway collects information regarding the city where a person lives
2 when they submit an online inquiry (and their email address) regarding services.

3 74. Third, LaserAway offers consumers financing options with certain financial
4 partners. Consumers who apply or sign up for such financing must provide additional identifying
5 information, such as an address to LaserAway.

6 75. Fourth, discovery will show that LaserAway employs methods to track the
7 effectiveness of its marketing emails and to identify consumers that click on links contained in
8 LaserAway’s social medial advertising and marketing emails, including by identifying their
9 physical location. For example, discovery will also show that LaserAway gathers information such
10 as geocoordinates and IP addresses from individuals who click on links in LaserAway commercial
11 emails, and that LaserAway can use such information to determine whether the recipient is in
12 Washington.

13 76. Fifth, LaserAway also utilizes cookies, pixels, and other online tracking
14 technologies to identify and locate the consumers that click on links contained in LaserAway’s
15 marketing emails and that visit its website. For example, LaserAway has installed the Meta Pixel
16 on its website, which identifies website visitors and can identify specific Facebook and Instagram
17 users that visit the LaserAway website—information that can be associated with the data collected
18 by Meta on where that consumer resides. LaserAway also employs tracking technologies provided
19 by other companies, such as Google, Inc., that may be able to locate consumers in the state of
20 Washington.

21 77. Lastly, LaserAway also knew, should have known, or had reason to know that it
22 sends marketing emails to Washington residents due to its presence in the state and the volume of
23 marketing emails it sends to people around the country. *See Heckel*, 122 Wash. App. at 6 (holding
24 as a matter of law that a defendant had a reason to know that he sent emails to Washington residents
25 by sending over 100,000 emails a week to people around the country).

1 78. Discovery will show that, at the time it sent the emails with false and misleading
2 subject lines, LaserAway had access to the data described above regarding the location of
3 consumers in Washington to whom it sent the emails.

4 **C. Defendant initiated (or conspired to initiate) the transmission of illegal emails to**
5 **Plaintiffs.**

6 **1. Plaintiff Liu**

7 79. At all times relevant to this Complaint, Plaintiff Liu resided in Washington State.

8 80. Plaintiff Liu has received LaserAway emails since at least August 2022. Plaintiff
9 Liu has received over 200 marketing emails from LaserAway since that date, and often receives
10 an email every day.

11 81. Plaintiff Liu receives emails from LaserAway at a gmail.com email address.
12 Plaintiff Liu has a 15 GB limit of free data from Gmail. While Plaintiff Liu currently has over 200
13 emails from LaserAway in her inbox, discovery will show that she has received many more emails
14 that she has deleted to conserve the finite space available in her email inbox.

15 82. For this reason, Plaintiff Liu is not presently able to identify all the emails with
16 false and misleading subject lines she has received from LaserAway. Discovery will show the full
17 number of illegal spam emails LaserAway has sent throughout the relevant time period.

18 83. LaserAway knows, or has reason to know, that Plaintiff Liu's email address is held
19 by a Washington resident. Plaintiff Liu has visited and received services at LaserAway's Kirkland
20 location. Plaintiff Liu has also clicked on links contained in LaserAway emails on her phone while
21 at home, and from her computer, which was registered to an IP address in Washington at all
22 relevant times.

23 84. Plaintiff Liu received the emails with false and misleading subject lines described
24 in paragraphs 42, 44, 49, 51, 55, 59, 60, and 71. Plaintiff Liu has received additional emails with
25 false or misleading subject lines from LaserAway.

1 85. LaserAway sent these emails to Plaintiff Liu for the purpose of promoting
2 LaserAway's goods and services for sale.

3 86. LaserAway initiated the transmission or conspired to initiate the transmission of
4 these commercial electronic mail messages to Plaintiff Liu.

5 87. Plaintiff Liu does not want to receive emails with false and misleading subject lines
6 from LaserAway, though she would like to continue receiving truthful information from
7 LaserAway regarding its products. However, due to LaserAway's conduct, Plaintiff Liu cannot
8 tell which emails from LaserAway contain truthful information or which emails are spam with
9 false and misleading information designed to spur her to make a purchase.

10 **2. Plaintiff Neff**

11 88. At all times relevant to this Complaint, Plaintiff Neff resided in Washington State.

12 89. Plaintiff Neff received LaserAway emails from at least June 2022 through
13 September 2023. Plaintiff Neff received over 200 marketing emails from LaserAway in that time
14 period and often received an email every day.

15 90. Plaintiff Neff receives emails from LaserAway at a gmail.com email address.
16 Plaintiff Neff has a 15 GB limit of free data from Gmail. Plaintiff Neff currently has over 200
17 emails from LaserAway in her inbox. Discovery will show the full number of illegal spam emails
18 LaserAway has sent throughout the relevant time period.

19 91. LaserAway knows, or has reason to know, that Plaintiff Neff's email address is held
20 by a Washington resident. Plaintiff Neff has made at least one online inquiry into LaserAway's
21 products and services, a process during which LaserAway would have requested to know the city
22 in which Neff resides. Neff has clicked on links contained in LaserAway emails while on her phone
23 at home, and from her computer, which was registered to an IP address in Washington at all
24 relevant times.

1 92. Plaintiff Neff received the emails with false and misleading subject lines described
2 in paragraphs 32, 34, 36, 39, 47, 51, 54, and 68. Plaintiff Neff has received additional emails with
3 false or misleading subject lines from LaserAway.

4 93. LaserAway sent these emails to Plaintiff Neff for the purpose of promoting
5 LaserAway's goods for sale.

6 94. LaserAway initiated the transmission or conspired to initiate the transmission of
7 these commercial electronic mail messages to Plaintiff Neff.

8 95. Plaintiff Neff does not want to receive emails with false and misleading subject
9 lines from LaserAway, though she would like to receive truthful information from LaserAway
10 regarding its products. However, due to LaserAway's conduct, Plaintiff Neff would not be able to
11 tell which emails from LaserAway contain truthful information or which emails are spam with
12 false and misleading information designed to spur her to make a purchase.

13 **VI. CLASS ACTION ALLEGATIONS**

14 96. Class Definition. Pursuant to Federal Rule of Civil Procedure 23(b)(3), Plaintiffs
15 bring this case as a class action on behalf of a Class defined as:

16 All persons² who, while a Washington resident, received an email
17 from or at the behest of LaserAway that contained a subject line
18 stating or implying that (1) a sale, discount, price, or other offer is
19 ending when LaserAway continued to offer the sale, discount, price,
20 or other offer for a longer period of time; (2) a sale, discount, price,
21 or other offer would be extended, when the sale, discount, price, or
22 other offer was planned to continue through the extension
23 advertised; (3) a percentage off was available for laser hair removal
24 when the percentage advertised was not off the price at which

25
26 ² As that term is defined in RCW 19.190.010(11) and RCW 19.86.010(a)

1 LaserAway previously offered its products and services in good
2 faith for a significant period of time; or (4) a product or service was
3 “free” or that the recipient could use a specific dollar amount off a
4 purchase when the recipient had to spend money in order to take
5 advantage of the offer.

6 Excluded from the Class are Defendant, any entity in which Defendant has a controlling
7 interest or that has a controlling interest in Defendant, and Defendant’s legal representatives,
8 assignees, and successors. Also excluded are the judge to whom this case is assigned and any
9 member of the judge’s immediate family.

10 97. Numerosity. The Class is so numerous that joinder of all members is impracticable.
11 The Class has more than 1,000 members. Moreover, the disposition of the claims of the Class in a
12 single action will provide substantial benefits to all parties and the Court.

13 98. Commonality. There are numerous questions of law and fact common to Plaintiffs
14 and members of the Class. The common questions of law and fact include, but are not limited to:

15 a. Whether Defendant sent commercial electronic mail messages with false
16 and misleading information in the subject lines;

17 b. Whether Defendant initiated the transmission or conspired to initiate the
18 transmission of commercial electronic mail messages to recipients residing in Washington State
19 in violation of RCW 19.190.020;

20 c. Whether a violation of RCW 19.190.020 establishes all the elements of a
21 claim under Washington’s Consumer Protection Act, RCW 19.86 *et seq.*;

22 d. Whether Plaintiffs and the proposed Class are entitled to an injunction
23 enjoining Defendant from sending the unlawful emails in the future; and

24 e. The nature and extent of Class-wide injury and damages.

1 99. Typicality. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs'
2 claims, like the claims of the Class arise out of the same common course of conduct by Defendant
3 and are based on the same legal and remedial theories.

4 100. Adequacy. Plaintiffs will fairly and adequately protect the interests of the Class.
5 Plaintiffs have retained competent and capable attorneys with significant experience in complex
6 and class action litigation, including consumer class actions and class actions involving violations
7 of CEMA. Plaintiffs and their counsel are committed to prosecuting this action vigorously on
8 behalf of the Class and have the financial resources to do so. Neither Plaintiffs nor their counsel
9 have interests that are contrary to or that conflict with those of the proposed Class.

10 101. Predominance. Defendant has a standard practice of initiating or conspiring to
11 initiate commercial electronic mail messages to email addresses held by Washington State
12 residents. The common issues arising from this conduct predominate over any individual issues.
13 Adjudication of these issues in a single action has important and desirable advantages of judicial
14 economy.

15 102. Superiority. Plaintiffs and members of the Class have been injured by Defendant's
16 unlawful conduct. Absent a class action, however, most Class members likely would find the cost
17 of litigating their claims prohibitive. Class treatment is superior to multiple individual suits or
18 piecemeal litigation because it conserves judicial resources, promotes consistency and efficiency
19 of adjudication, provides a forum for small claimants, and deters illegal activities. The members
20 of the Class are readily identifiable from Defendant's records and there will be no significant
21 difficulty in the management of this case as a class action.

22 103. Injunctive Relief. Defendant's conduct is uniform as to all members of the Class.
23 Defendant has acted or refused to act on grounds that apply generally to the Class, so that final
24 injunctive relief or declaratory relief is appropriate with respect to the Class as a whole. Plaintiffs
25

1 further allege, on information and belief, that the emails described in this Complaint are
2 substantially likely to continue in the future if an injunction is not entered.

3 **VII. CAUSES OF ACTION**

4 **FIRST CLAIM FOR RELIEF**

5 **(Violations of Washington’s Commercial Electronic Mail Act, RCW 19.190 *et seq.*)**

6 104. Plaintiffs reallege and incorporate by reference each and every allegation set forth
7 in the preceding paragraphs.

8 105. Washington’s CEMA prohibits any “person,” as that term is defined in RCW
9 19.190.010(11), from initiating or conspiring to initiate the transmission of a commercial
10 electronic mail message from a computer located in Washington or to an electronic mail address
11 that the sender knows, or has reason to know, is held by a Washington resident that contains false
12 or misleading information in the subject line.

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

14 107. Defendant initiated the transmission or conspired to initiate the transmission of one
15 or more commercial electronic mail messages to Plaintiffs and proposed Class members with false
16 or misleading information in the subject line.

17 108. Defendant’s acts and omissions violated RCW 19.190.020(1)(b).

18 109. Defendant’s acts and omissions injured Plaintiffs and proposed Class members.

19 110. The balance of the equities favors the entry of permanent injunctive relief against
20 Defendant. Plaintiff, the members of the Class and the general public will be irreparably harmed
21 absent the entry of permanent injunctive relief against Defendant. Plaintiffs, the members of the
22 Class and the general public lack an adequate remedy at law. A permanent injunction against
23 Defendant is in the public interest. Defendant’s unlawful behavior is, based on information and
24 belief, ongoing as of the date of the filing of this pleading. Absent the entry of a permanent
25 injunction, Defendant’s unlawful behavior will not cease and, in the unlikely event that it
26 voluntarily ceases, is likely to reoccur.

1 111. Plaintiffs and Class members are therefore entitled to injunctive relief in the form
2 of an order enjoining further violations of RCW 19.190.020(1)(b).

3 **SECOND CLAIM FOR RELIEF**
4 **(Per se violation of Washington’s Consumer Protection Act, RCW 19.86 et seq.)**

5 112. Plaintiffs reallege and incorporate by reference each and every allegation set forth
6 in the preceding paragraphs.

7 113. Plaintiffs and Class members are “persons” within the meaning of the CPA, RCW
8 19.86.010(1).

9 114. Defendant violated the CEMA by initiating or conspiring to initiate the
10 transmission of a commercial electronic mail messages to Plaintiffs and Class members’ that
11 contain false or misleading information in the subject line.

12 115. A violation of CEMA is a “per se” violation of the Washington Consumer
13 Protection Act (“CPA”), RCW 19.86.010, et seq. RCW 19.190.030.

14 116. A violation of the CEMA establishes all five elements of Washington’s Consumer
15 Protection Act as a matter of law.

16 117. Defendant’s violations of the CEMA are unfair or deceptive acts or practices that
17 occur in trade or commerce under the CPA. RCW 19.190.100.

18 118. Defendant’s unfair or deceptive acts or practices vitally affect the public interest
19 and thus impact the public interest for purposes of applying the CPA. RCW 19.190.100.

20 119. Pursuant to RCW 19.19.040(1), damages to each recipient of a commercial
21 electronic mail message sent in violation of the CEMA are the greater of \$500 for each such
22 message or actual damages, which establishes the injury and causation elements of a CPA claim
23 as a matter of law. *Lyft*, 406 P.3d at 1155.

24 120. Defendant engaged in a pattern and practice of violating the CEMA. As a result of
25 Defendant’s acts and omissions, Plaintiffs and Class members have sustained damages, including
26

1 \$500 in statutory damages for each and every email that violates the CEMA. The full amount of
2 damages will be proven at trial. Plaintiffs and Class members are entitled to recover treble
3 damages, together with reasonable attorneys' fees and costs, pursuant to RCW 19.86.090.

4 121. Under the CPA, Plaintiffs and members of the Class are also entitled to, and do
5 seek, injunctive relief prohibiting Defendant from violating the CPA in the future.

6 **VIII. REQUEST FOR RELIEF**

7 WHEREFORE, Plaintiffs, on their own behalf and on behalf of the members of the Class,
8 request judgment against Defendant as follows:

9 A. That the Court certify the proposed Class;

10 B. That the Court appoint Plaintiffs as Class Representatives.

11 C. That the Court appoint the undersigned counsel as counsel for the Class;

12 D. That the Court should grant declaratory, equitable, and/or injunctive relief as
13 permitted by law to ensure that Defendant will not continue to engage in the unlawful conduct
14 described in this Complaint;

15 E. That the Court enter a judgment awarding any other injunctive relief necessary to
16 ensure Defendant's compliance with the CEMA;

17 F. That Defendant be immediately restrained from altering, deleting or destroying any
18 documents or records that could be used to identify members of the Class;

19 G. That Plaintiffs and all Class members be awarded statutory damages in the amount
20 of \$500 for each violation of the CEMA pursuant to RCW 19.190.020(1)(b) and treble damages
21 pursuant to RCW 19.86.090;

22 H. That the Court enter an order awarding Plaintiffs reasonable attorneys' fees and
23 costs; and

24 I. That Plaintiffs and all Class members be granted other relief as is just and equitable
25 under the circumstances.

IX. TRIAL BY JURY

Plaintiffs demand a trial by jury for all issues so triable.

RESPECTFULLY SUBMITTED AND DATED this 25th day of April, 2024.

TERRELL MARSHALL LAW GROUP PLLC

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/s/ Jennifer Rust Murray
/s/ Blythe H. Chandler

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [LaserAway Medical Group Sued Over Allegedly False, Misleading Marketing Emails](#)
