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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

ISAAC GORDON, an individual, and all those similarly situated,

Plaintiff,

v.

ROBINHOOD FINANCIAL LLC, a Delaware limited liability company, and subsidiary of ROBINHOOD MARKETS, INC., a Delaware corporation,

Defendants.

Case No. 2:19-cv-00390

**NOTICE OF REMOVAL
(CLASS ACTION
FAIRNESS ACT)**

Spokane County Superior
Court Case No. 19-2-04574-9

TO: Clerk, United States District Court for the Eastern District of Washington;

AND TO: Plaintiff Isaac Gordon and his counsel of record

Defendants Robinhood Financial LLC (“Robinhood Financial”) and Robinhood Markets, Inc. (“Robinhood Markets), hereby give notice that they are removing the above-captioned cause, originally filed in the Superior Court for Spokane County, Cause No. 19-2-04574-32, to the United States District Court for the Eastern District of Washington. Defendants remove the case pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453 on the grounds set forth below.

1 4.1-4.6, 7.1 (Ex. A), and he appears to seek certification of the putative class
2 under Washington Rules of Civil Procedure 23(a) and (b)(3) (*id.* ¶¶ 4.5-4.6).
3 Therefore, this action is a proposed “class action” under 28 U.S.C. § 1332
4 (d)(1)(B), defined as “any civil action filed under Rule 23 of the Federal Rules of
5 Civil Procedure or similar State statute or rule of judicial procedure authorizing
6 an action to be brought by one or more representative person as a class action.”

7 Minimal Diversity

8 7. Under 28 U.S.C. § 1332(d)(2)(A), a district court may assert
9 jurisdiction over a class action in which “any member of a class of plaintiffs is a
10 citizen of a State different from any defendant.” Such minimal diversity exists
11 among the parties here.

12 8. As alleged in the Complaint, Plaintiff is a resident of Washington.
13 Compl. ¶ 2.1. Plaintiff seeks to represent a class that comprises the following:
14 “(a) all persons . . . (b) who are Washington residents; (c) to whom the
15 Defendants initiated or assisted in the transmission of one or more commercial
16 electronic messages; (d) to a cellular telephone or pager service that is equipped
17 with short message capability or any similar capability allowing the transmission
18 of text messages; (e) without obtaining the recipients’ clear and affirmative
19 consent to receive such messages in advance; (f) within the previous four (4)
20 years; (g) through the date that the class is certified.” *Id.* ¶ 4.2.

21 9. Defendant Robinhood Financial is a Delaware limited liability
22 company (as Plaintiff acknowledges at Complaint ¶ 2.3) with its principal offices
23 in California. Chronos Financial LLC Certificate of Formation (attached as
24 Ex. C); Certificate of Amendment (attached as Ex. D). Defendant Robinhood
25 Markets is a Delaware corporation (as Plaintiff acknowledges at Complaint ¶ .4)
26 with its principal offices in California. Robinhood Markets, Inc. Certificate of
27

1 Formation (attached as Ex. E).¹ No other defendants are named in this action.
2 Accordingly, complete diversity exists between (i) Plaintiff and the putative class
3 he seeks to represent and (ii) Defendants, thereby satisfying the requirement of
4 minimal diversity under 28 U.S.C. § 1332(d)(2)(A).

5 **The Putative Class Numbers Not Less than 100**

6 10. The number of members of the class that Plaintiff proposes is not
7 less than 100 persons. *See* 28 U.S.C. § 1332(d)(5)(B). Plaintiff alleges that
8 “Defendants serve an actual and potential base of millions of individuals in
9 Washington to whom the Defendants regularly transmits [*sic*] or assists [*sic*] in
10 the transmission of unsolicited commercial electronic text messages.”
11 Compl. ¶ 4.5(a).

12 **The Amount in Controversy Is Over \$5,000,000**

13 11. “In a class action, the claims of the individual class members shall be
14 aggregated to determine whether the matter in controversy exceeds the sum or
15 value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(6).
16 This is an “action in which the matter of controversy exceeds the sum or value of
17 _____

18 ¹ Defendants ask the Court to take judicial notice of Exhibits C–E. Defendants’
19 entity status on file with, and publicly available from, the Delaware Secretary of
20 State “is not subject to reasonable dispute because it ... can be accurately and
21 readily determined from sources whose accuracy cannot reasonably be
22 questioned.” Fed. R. Evid. 201(b)(2); *see also Ham v. Cont’l Ins. Co.*,
23 No. 08-1551 SC, 2008 WL 4287563, at *2 (N.D. Cal. Sept. 17, 2008) (granting
24 request for judicial notice of articles of incorporation in removal context); *Hester*
25 *v. NDEX W. LLC*, No. CV 16-8981 PA (PLAX), 2016 WL 7167898, at *3 n.2
26 (C.D. Cal. Dec. 7, 2016) (taking judicial notice of articles of incorporation when
27 considering notice of removal).

1 \$5,000,000.” 28 U.S.C. § 1332(d)(2).

2 12. “The district court may consider whether it is ‘facially apparent’
3 from the complaint that the jurisdictional amount is in controversy.” *Singer v.*
4 *State Farm Mut. Auto. Ins. Co.*, 116 F.3d 373, 377 (9th Cir. 1997). Plaintiff
5 alleges the putative class consists of “millions of individuals in Washington,”
6 Compl. ¶ 4.5(a), and that “Plaintiff and members of the putative class are entitled
7 to recover statutory damages of at least \$500 for each of Defendants’ violations.”
8 *Id.* ¶ 5.24. By multiplying the alleged \$500 damages by the “millions of
9 individuals” purportedly in the putative class, Plaintiff’s Complaint alleges at
10 least \$500 million in statutory damages alone.

11 13. Plaintiff also seeks “exemplary damages of \$1,000, plus costs and
12 reasonable attorneys’ fees for each CEMA violation committed by the
13 Defendants.” *Id.* ¶ 6.12. The Court may also consider these types of alleged
14 damages, aggregated on a class-wide basis, when conducting the amount-in-
15 controversy calculation. *See Chabner v. United of Omaha Life Ins. Co.*,
16 225 F.3d 1042, 1046 n.3 (9th Cir. 2000) (state law claims authorizing treble
17 damages and attorney fees may be taken into account when determining the
18 amount in controversy for federal diversity jurisdiction).

19 14. In sum, the alleged aggregated damages, fees, and costs Plaintiff
20 seeks surpass CAFA’s \$5,000,000 amount-in-controversy requirement.

21 **Removal Is Proper**

22 15. Pursuant to 28 U.S.C. § 1453, a suit over which a district court
23 would have original jurisdiction under CAFA may be removed to federal court
24 from state court, as provided by 28 U.S.C. §§ 1441(a) and 1446(a). Because this
25 Court could have asserted original jurisdiction over this case, Defendants are
26 entitled to remove the present action to the Court.

27 16. Spokane County Superior Court lies within the Eastern District of

1 Washington. Accordingly, removal to this district is proper. See 28 U.S.C.
2 § 1441(a).

3 17. Pursuant to 28 U.S.C. § 1446, written notice of the filing of this
4 Notice of Removal and the removal of the state court action will be served on
5 Plaintiff through his counsel of record. A copy of this Notice of Removal is
6 being filed promptly with the Clerk of the Spokane County Superior Court, as
7 required by 28 U.S.C. § 1446(d). Defendants attach, as Exhibit F, a copy of the
8 notice to be filed with the state court.

9 18. Nothing in this Notice of Removal shall be interpreted as a waiver or
10 relinquishment of Defendants right to assert any defense. Defendants reserve the
11 right to assert all applicable claims and defenses in response to the Complaint.

12 WHEREFORE, the above-entitled action is removed from the Spokane
13 County Superior Court to the United States District Court for the Eastern District
14 of Washington.

1 DATED this 13th day of November, 2019.

2 Davis Wright Tremaine LLP
3 Attorneys for Defendants

4 By s/ Kenneth E. Payson

5 Kenneth E. Payson, WSBA #26369

6 s/ Benjamin J. Robbins

7 Benjamin J. Robbins, WSBA #53376

8 920 Fifth Avenue, Suite 3300

9 Seattle, WA 98104-1610

10 Telephone: (206) 622-3150

11 Fax: (206) 757-7700

12 E-mail: KennethPayson@dwt.com

13 E-mail: BenRobbins@dwt.com

CERTIFICATE OF SERVICE

I hereby certify that on November 13, 2019, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system. In addition, counsel of record has been served a true and correct copy by U.S. mail at the addresses below:

Kirk D. Miller
KIRK D. MILLER, P.S.
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
Telephone: (509) 413-1494
kmiller@millerlawspokane.com

Attorney for Plaintiff

Brian G. Cameron
Shayne J. Sutherland
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421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
Telephone: (509) 315-4507
bcameron@cameronsutherland.com
ssutherland@cameronsutherland.com

Attorneys for Plaintiff

DATED this 13th day of November, 2019.

Davis Wright Tremaine LLP
Attorneys for Defendants

By s/ Kenneth E. Payson
Kenneth E. Payson, WSBA #26369

Exhibit A



Robinhood Financial, LLC SOP vs Isaac Gordon

1 message

Shantai Phillips <sphillips@incserv.com>
To: ARCHIT@ROBINHOOD.COM <ARCHIT@robinhood.com>, LEGAL_RHM@ROBINHOOD.COM <LEGAL_RHM@robinhood.com>
Cc: SOP <sop@incserv.com>

Hello Archit,

Please see the attached Service of Process.

- 1. Entity Served: ROBINHOOD FINANCIAL LLC
- 2. Title of Action: ISAAC GORDON vs ROBINHOOD FINANCIAL LLC
- 3. Document(s) Served: SUMMONS
- 4. Court/Agency: SUPERIOR COURT STATE OF WASHINGTON COUNTY OF SPOKANE
- 5. Nature of Action: YOU MUST RESPOND TO THIS COMPLAINT
- 6. Date of Service: 10/14/2019
- 7. Jurisdiction Served: CALIFORNIA
- 8. Appearance or Answer due: 20 DAYS
- 9. Method of Service: Rec'd from Process Server
- 10. Date Original Sent: 10/15/2019
- 11. Notes:

If you have any questions please let me know.

Thank You,

The information provided has been extracted from the attached document and is not intended to represent legal advice or meant as an interpretation of law. The must be used for any legal decisions or other actions that may impact respondent its partners, clients or agents. Please review the document to confirm the detail service.

Shantai Phillips

Service of Process Specialist

Incorporating Services, Ltd.

3500 S DuPont Hwy
Dover, DE 19901
800.346.4646
302.531.0721 (direct)

We Are Growing! Incserv is excited to announce our new Maryland office.

Located just steps away from the capital building in downtown Annapolis, our Maryland office is ready to serve your needs. For more information about our services in Maryland, email us at info@incserv.com.



NOTE: We provide you with the most accurate and timely information possible. However, the ultimate responsibility for maintaining the data of record lies with the jurisdiction's filing office and we accept no liability for err information (and any attachments) should be judged accordingly .

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

ISAAC GORDON, an individual, and all)	
those similarly situated,)	
)	Case No.:
Plaintiff,)	SUMMONS
vs.)	
)	
ROBINHOOD FINANCIAL, LLC, a)	
Delaware limited liability company, and)	
subsidiary of ROBINHOOD MARKETS,)	
INC., a Delaware corporation,)	
)	
Defendants.)	

**TO: THE CLERK OF THE COURT;
AND TO: ROBINHOOD FINANCIAL, LLC;
AND TO: ROBINHOOD MARKETS, INC.**

A lawsuit has been started against you in the above-entitled court by ISAAC GORDON, Plaintiff. The Plaintiff's claims are stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to this Complaint by stating your defenses in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons if served within the State of Washington, or within sixty (60) days after service, if served outside the State of Washington, excluding the date

SUMMONS - 1

Cameron Sutherland, PLLC
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
TEL. 509.315.4507
FAX 509.315.4585

1 of service, or a default judgment may be entered against you without notice. A default judgment
2 is one where the Plaintiff is entitled to what he or she asks for because you have not responded.
3 If you serve a Notice of Appearance on the undersigned, you are entitled to notice before a
4 default judgment may be entered.

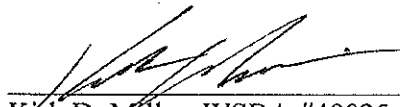
5 You may demand that the Plaintiff files this lawsuit with the court. If you do so, the
6 demand must be in writing and must be served upon the person signing this Summons. Within
7 fourteen (14) days after you serve the demand, the Plaintiff must file this lawsuit with the Court,
8 or the service on you of this Summons and Complaint will be void.


9 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
10 that your written response, if any, may be served on time. This Summons is issued pursuant to
11 Rule 4 of the Superior Court Civil Rules of the State of Washington.

12 DATED this 3rd day of October 2019.

13 KIRK D. MILLER, P.S.

CAMERON SUTHERLAND, PLLC

14 
15 Kirk D. Miller, WSBA #40025
16 421 W. Riverside Ave., Ste. 660
17 Spokane WA 99201
18 Phone: (509) 413-1494
19 kmiller@millerlawspokane.com
20 *Attorney for Plaintiff*

14 
15 Brian G. Cameron, WSBA #44905
16 Shayne J. Sutherland, WSBA #44593
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19 Phone: (509) 315-4507
20 bcameron@cameronsutherland.com
21 ssutherland@cameronsutherland.com
22 *Attorneys for Plaintiff*

23 SUMMONS - 2

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

ISAAC GORDON, an individual, and all
those similarly situated,

Plaintiff,

vs.

ROBINHOOD FINANCIAL, LLC, a
Delaware limited liability company, and
subsidiary of ROBINHOOD MARKETS,
INC., a Delaware corporation,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, ISAAC GORDON, by and through his attorneys of record,
Kirk Miller of Kirk D. Miller, PS, and Brian G. Cameron and Shayne J. Sutherland of Cameron
Sutherland, PLLC, and for causes of action against the above-named Defendants, complains and
alleges as follows:

I. INTRODUCTION

1.1 This case involves the Defendants' initiation or assistance in the transmission of
commercial electronic text messages to Washington state recipients without first obtaining those
recipients' clear and affirmative consent to receive such messages in violation of Washington's
Consumer Protection Act (CPA), RCW 19.86, *et seq.*, vis à vis the Defendants' violations of
Washington's Commercial Electronic Mail Act (CEMA), RCW 19.190, *et seq.*

1 1.2 The Plaintiff brings this Complaint, on behalf of himself and a class of all others
2 similarly situated, against Defendants ROBINHOOD FINANCIAL, LLC, and ROBINHOOD
3 MARKETS, INC., (hereinafter collectively “Defendants”) pursuant to CR 23.

4 1.3 The Plaintiff seeks statutory damages, exemplary damages, declaratory and
5 injunctive relief, costs and attorneys’ fees, and other relief against the Defendants for its illegal
6 “text spamming” to Washington consumers, businesses, and other organizations.

7 **II. IDENTITY OF THE PARTIES**

8 2.1 Plaintiff Isaac Gordon is a natural person residing in Spokane County,
9 Washington who received one or more unsolicited commercial electronic text messages that
10 were initiated, formulated, composed, and/or originated by the Defendants.

11 2.2 The Plaintiff and putative class members are consumers, business entities, and
12 cellular telephone users residing in the state of Washington, who are all “persons” as that term is
13 defined in RCW 19.190.010(11) and RCW 19.86.010(1).

14 2.3 Defendant Robinhood Financial, LLC, is a Delaware limited liability company
15 that provides online investment brokerage services and conducts related business activities
16 throughout Washington state. Defendant Robinhood Financial, LLC is a subsidiary Defendant
17 Robinhood Markets, Inc.

18 2.4 Defendant Robinhood Markets, Inc., is a Delaware corporation that provides
19 online investment brokerage services and conducts related business activities throughout
20 Washington state.

21 2.5 Defendants’ company headquarters are located at 85 Willow Road in Menlo Park,
22 California.

23 2.6 Upon information and belief, at various times herein mentioned, each of the
24 Defendants was the agent, servant, representative, partner, and/or joint venturer, of the other and
25 in engaging in certain acts hereinafter alleged, was acting within the course and scope of said

1 agency, service, representation, and/or venture, and materially assisted the other Defendant.
2 Plaintiff is further informed and believes and thereon alleges that each of the Defendants ratified
3 the acts and omissions of the other Defendant and/or at all times material hereto doing the things
4 alleged in this Complaint within the course and scope of such agency and is subject to vicarious
5 liability for the acts of the other Defendant.

6 2.7 Defendants are a "person" as that term is defined in RCW 19.190.010(11) and
7 RCW 19.86.010(1).

8 III. STATEMENT OF JURISDICTION AND VENUE

9 3.1 This Court has jurisdiction over the parties to this action pursuant to RCW
10 4.28.080 and 4.28.185.

11 3.2 Venue is proper in this Court pursuant to RCW 4.12.020.

12 IV. CLASS ACTION ALLEGATIONS

13 4.1 The Plaintiff brings this claim on behalf of the following class, pursuant to CR
14 23(a) and CR 23(b)(3).

15 4.2 The class consists of:

16 (a) All persons, as that term is defined in RCW 19.190.010(11) and RCW
17 19.86.010(1);

18 (b) Who are Washington residents;

19 (c) To whom the Defendants initiated or assisted in the transmission of one or more
20 commercial electronic text messages;

21 (d) To a cellular telephone or pager service that is equipped with short message
22 capability or any similar capability allowing the transmission of text messages;

23 (e) Without obtaining the recipients' clear and affirmative consent to receive such
24 messages in advance;

25 (f) Within the previous four (4) years;

1 (g) Through the date that the class is certified.

2 4.3 The identities of all class members are readily ascertainable from the contact
3 records of the Defendants and those telephone users who have been targeted by the Defendants'
4 unsolicited commercial electronic text messages.

5 4.4 Excluded from the Class are the Defendants and all officers, members, partners,
6 managers, directors, and employees of the Defendants and their respective immediate families,
7 and legal counsel for all parties to this action and all members of their immediate families.

8 4.5 This action has been brought, and may properly be maintained, as a class action
9 pursuant to the provisions of CR 23, because there is a well-defined community interest in the
10 litigation:

11 (a) **Numerosity:** The Class defined above is so numerous that joinder of all
12 members would be impractical. The Defendants serve an actual and potential customer
13 base of millions of individuals in Washington to whom the Defendants regularly
14 transmits or assists in the transmission of unsolicited commercial electronic text
15 messages.

16 (b) **Common Questions Predominate:** Common questions of law and fact exist as to
17 all members of the Class and those questions predominate over any questions or issues
18 involving only individual class members. The principal issue is whether the Defendants'
19 initiation or assistance in the transmission of unsolicited commercial electronic text
20 messages to Washington recipients violates Washington's CPA, RCW 19.86, *et seq.*, vis
21 à vis the Defendants' violations of Washington's CEMA, RCW 19.190, *et seq.*

22 (c) **Typicality:** Plaintiff's claims are typical of the claims of the class members.
23 Plaintiff and all members of the Plaintiff Class have claims arising out of the Defendants'
24 common, uniform course of conduct complained of herein.

1 (d) **Adequacy:** Plaintiff will fairly and adequately protect the interests of the class
2 members insofar as Plaintiff has no interests that are averse to the absent class members.
3 The Plaintiff is committed to vigorously litigating this matter. The Plaintiff has also
4 retained counsel experienced in handling consumer lawsuits, complex legal issues, and
5 class actions. Neither the Plaintiff nor its counsel have any interests which might cause
6 them not to vigorously pursue the instant class action lawsuit.

7 (e) **Superiority:** A class action is superior to the other available means for the fair
8 and efficient adjudication of this controversy, because individual joinder of all members
9 would be impracticable. Class action treatment will permit a large number of similarly
10 situated persons to prosecute their common claims in a single forum efficiently and
11 without unnecessary duplication of effort and expense that individuals' actions would
12 engender.

13 4.6 Certification of a class under CR 23(b)(3) is also appropriate in that the questions
14 of law and fact common to members of the Class predominate over any questions affecting an
15 individual member, and a class action is superior to other available methods for the fair and
16 efficient adjudication of the controversy.

17 4.7 The Plaintiff's claims apply to the Defendants' illegal acts and omissions
18 occurring in the four years preceding the filing of this case, through the date that the class is
19 certified.

20 V. PLAINTIFF'S ALLEGATIONS OF FACT

21 5.1 The Plaintiff repeats, reiterates, and incorporates the allegations contained in
22 paragraphs above herein with the same force and effect as if the same were set forth at length
23 herein.

24 5.2 The Plaintiff is a Washington individual who regularly uses a cellular telephone
25 or similar device with the capacity to send and receive transmissions of electronic text messages.

1 5.3 The Defendants operate an online investment brokerage service and conducts
2 related business activities serving consumers, businesses, and other organizations throughout
3 Washington and the United States.

4 5.4 The Defendants regularly initiate or assist in the transmission of electronic text
5 messages promoting its commercial brand and services through its “refer-a-friend” (RAF)
6 program, for which it originates, formulates, composes, and initiates electronic commercial
7 electronic text messages to be transmitted to third-party recipients by its existing users.

8 5.5 The Defendants do not obtain targeted recipients’ clear and affirmative consent to
9 receive the Defendants’ commercial electronic text messages prior to initiating or assisting in the
10 transmission of such messages to those recipients.

11 5.6 In July 2019, the Plaintiff received an unsolicited commercial electronic text
12 message promoting the Defendants’ brand and services.

13 5.7 In July 2019, the Defendants initiated or assisted in the transmission of an
14 unsolicited commercial electronic text message to the Plaintiff.

15 5.8 The unsolicited commercial electronic text message transmitted to the Plaintiff
16 invited him to sign up for the Defendants’ online brokerage services, promising special
17 incentives for doing so, and stating: “Your free stock is waiting for you! Join Robinhood and
18 we’ll both get a stock like Apple, Ford, or Facebook for free. Sign up with my link,” as follows:
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Wed, Jul 24, 5:37 PM

Your free stock is waiting for you! Join Robinhood and we'll both get a stock like Apple, Ford, or Facebook for free. Sign up with my link.



There's A Free Stock Waiting For You
share.robinhood.com

5.9 This unsolicited commercial electronic text message transmitted to the Plaintiff message included a hyperlink to connect to the Defendants' online platform and register for the Defendants' brokerage services. It did not include an "opt-out" or "stop" option enabling the recipient to preclude further unsolicited commercial electronic text messages.

5.10 The Plaintiff did not consent, affirmatively or otherwise, to receive commercial electronic text messages from the Defendants or its agents, assistants, or proxies.

5.11 The Defendants provided substantial assistance or support that enabled its existing users (a.k.a. "subscribers"), as its agents, assistants, and proxies, to formulate, compose, send, originate, initiate, or transmit unsolicited commercial electronic text messages to targeted recipients, including the Plaintiff, knowing that these users intended to engage in these practices, practices which violate the CPA.

5.12 The Defendants provided substantial assistance or support that enabled its existing subscribers, as its agents, assistants, and proxies, to formulate, compose, send, originate, initiate, or transmit unsolicited commercial electronic text messages to targeted recipients, including the Plaintiff, without first obtaining those recipients' clear and affirmative consent to receive such messages.

1 5.13 The Defendants operate a RAF rewards program in which it distributes
2 unsolicited commercial electronic text messages through its existing subscribers to unsubscribed
3 individuals, without those individuals' clear and affirmative consent to receive such messages.

4 5.14 The Defendants operate a RAF rewards program that enables existing users to
5 transmit unsolicited commercial electronic text messages to unsubscribed individuals, without
6 those individuals' clear and affirmative consent to receive such messages.

7 5.15 The Defendants formulate the systems, processes, procedures, terms, conditions,
8 content, and incentives associated with its RAF rewards program, which enables existing users to
9 distribute unsolicited commercial electronic text messages to unsubscribed individuals, without
10 those individuals' clear and affirmative consent to receive such messages.

11 5.16 The Defendants compose the content of the unsolicited commercial electronic text
12 messages to be transmitted through its existing subscribers to unsubscribed individuals, without
13 those individuals' clear and affirmative consent to receive such messages.

14 5.17 The Defendants operate a RAF rewards program that enables existing users to
15 send unsolicited commercial electronic text messages to unsubscribed individuals from their own
16 telephones, without those individuals' clear and affirmative consent to receive such messages.

17 5.18 The systems, processes, procedures, terms, conditions, content, and incentives of
18 the Defendants' RAF rewards program, which enables existing users to transmit unsolicited
19 commercial electronic text messages to unsubscribed individuals without those individuals' clear
20 and affirmative consent to receive such messages, originated from the Defendants.

21 5.19 The Defendants operate a RAF rewards program that enables existing users to
22 initiate unsolicited commercial electronic text messages to unsubscribed individuals, without
23 those individuals' clear and affirmative consent to receive such messages.

1 6.2 Washington’s CPA states in part that: “Unfair methods of competition and unfair
2 or deceptive acts or practices in the conduct of any trade or commerce are hereby declared
3 unlawful.” RCW 19.86.020.

4 6.3 The Defendants engaged in unfair acts and practices in the conduct of trade or
5 commerce in a manner that offended the public interest and caused injury to the Plaintiff and
6 actually injured, has the capacity to injure, or had the capacity to injure other persons.

7 6.4 The actions and omissions of the Defendants violated RCW 19.86, *et seq.*

8 6.5 Washington’s CEMA prohibits any “person,” as that term is defined in RCW
9 19.190.010(11), from initiating or assisting in the transmission of an unsolicited commercial
10 electronic text message to a Washington resident’s cellular phone or similar device, unless the
11 recipient has clearly and affirmatively consented in advance to receive such text messages.
12 RCW 19.190.070(1)(b).

13 6.6 The Defendants initiated or assisted in the transmission of one or more unsolicited
14 commercial electronic text messages to the Plaintiff and putative class members without first
15 obtaining those recipients’ clear and affirmative consent to receive such messages.

16 6.7 The actions and omissions of the Defendants violated RCW 19.190.060(1).

17 6.8 Pursuant to RCW 19.190.100, initiating or assisting in the transmission of
18 unsolicited commercial electronic text messages to recipients who have not clearly and
19 affirmatively consented to receiving such text messages is an unfair or deceptive act in trade or
20 commerce and an unfair method of competition for purposes of applying the CPA.

21 6.9 Pursuant to RCW 19.190.100, initiating or assisting in the transmission of
22 unsolicited commercial electronic text messages to recipients who have not clearly and
23 affirmatively consented to receiving such text messages is a matter vitally affecting the public
24 interest for purposes of applying the CPA.

1 6.10 Pursuant to RCW 19.190.100, initiating or assisting in the transmission of
2 unsolicited commercial electronic text messages to recipients who have not clearly and
3 affirmatively consented to receiving such text messages is not reasonable in relation to the
4 development and preservation of business.

5 6.11 Pursuant to RCW 19.19.040(1), damages to each recipient of a commercial
6 electronic text message sent in violation of the CEMA are the greater of \$500 or actual damages,
7 which establishes the injury and causation elements of a CPA claim as a matter of law. *Wright v.*
8 *Lyft, Inc.*, 189 Wn.2d 718, 732, 406 P.3d 1149, 1155 (2017).

9 6.12 As a result of the Defendants' actions and omissions, the Plaintiff and members of
10 the putative class are each entitled to recover \$500, plus exemplary damages of \$1,000, plus
11 costs and reasonable attorneys' fees for each CEMA violation committed by the Defendants.

12 **I. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff demands judgment against Defendants as follows:

14 7.1 Declaring that this action is properly maintainable as a Class action and certifying
15 the Plaintiff as Class representative and Kirk D. Miller of Kirk D. Miller, PS, and Brian G.
16 Cameron and Shayne J. Sutherland of Cameron Sutherland, PLLC, as Class Counsel;

17 7.2 Awarding Plaintiff and the Class actual and statutory damages, costs, and fees
18 pursuant to RCW 19.190.040(1) and RCW 19.86.090;

19 7.3 Awarding treble damages pursuant to RCW 19.86.090;

20 7.4 Granting injunctive relief prohibiting the Defendants from initiating or assisting in
21 the transmission of unsolicited commercial electronic text messages without first obtaining
22 targeted recipients' clear, affirmative, and express written consent to receive such messages;

23 7.5 Granting declaratory relief finding that the Defendants' conduct violated
24 Washington's CEMA and CPA;

Exhibit B



Robinhood Markets, Inc. SOP Isaac gordon v Robinhood Financial, LLC et al

1 message

Casey Pineda <cpineda@incserv.com>
To: ARCHIT@ROBINHOOD.COM <ARCHIT@robinhood.com>
Cc: SOP <sop@incserv.com>, LEGAL_RHM@ROBINHOOD.COM <LEGAL_RHM@robinhood.com>

Wed, Oct 16, 2019 at 11:39 AM

Hello Archit,

Please see the attached Service of Process.

1. Entity Served: ROBINHOOD MARKETS, INC.
2. Title of Action: ISAAC GORDON vs ROBINHOOD FINANCIAL, LLC
3. Document(s) Served: SUMMONS
4. Court/Agency: SUPERIOR COURT OF THE STATE OF WASHINGTON, COUNTY OF SPOKANE
5. Nature of Action: RESPOND TO THIS COMPLAINT
6. Date of Service: 10/16/2019
7. Jurisdiction Served: CALIFORNIA
8. Appearance or Answer due: 20 Days
9. Method of Service: Rec'd from Process Server
10. Date Original Sent: 10/16/2019
11. Notes:

If you have any questions please let me know.

Thank You,

The information provided has been extracted from the attached document and is not intended to represent legal advice or meant as an interpretation of law. The original document must be used for any legal decisions or other actions that may impact respondent its partners, clients or agents. Please review the document to confirm the details and nature of this service.

Casey A. Pineda

Registered Agent Associate

Incorporating Services, Ltd.

3500 S DuPont Hwy

Dover, DE 19901


800.346.4646

We Are Growing! Incserv is excited to announce our new Maryland office.

Located just steps away from the capital building in downtown Annapolis, our Maryland office is ready to serve your needs. For more information about our services in Maryland, email us at info@incserv.com.



NOTE: We provide you with the most accurate and timely information possible. However, the ultimate responsibility for maintaining the data of record lies with the jurisdiction's filing office and we accept no liability for errors and omissions. The above information (and any attachments) should be judged accordingly .

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831 KB

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

ISAAC GORDON, an individual, and all)
those similarly situated,)

Plaintiff,)

vs.)

ROBINHOOD FINANCIAL, LLC, a)
Delaware limited liability company, and)
subsidiary of ROBINHOOD MARKETS,)
INC., a Delaware corporation,)

Defendants.)

Case No.:
SUMMONS

**TO: THE CLERK OF THE COURT;
AND TO: ROBINHOOD FINANCIAL, LLC;
AND TO: ROBINHOOD MARKETS, INC.**

A lawsuit has been started against you in the above-entitled court by ISAAC GORDON, Plaintiff. The Plaintiff's claims are stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to this Complaint by stating your defenses in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons if served within the State of Washington, or within sixty (60) days after service, if served outside the State of Washington, excluding the date

SUMMONS - 1

Cameron Sutherland, PLLC
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
TEL. 509.315.4507
FAX 509.315.4585

1 of service, or a default judgment may be entered against you without notice. A default judgment
2 is one where the Plaintiff is entitled to what he or she asks for because you have not responded.
3 If you serve a Notice of Appearance on the undersigned, you are entitled to notice before a
4 default judgment may be entered.

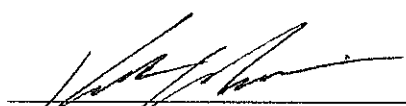
5 You may demand that the Plaintiff files this lawsuit with the court. If you do so, the
6 demand must be in writing and must be served upon the person signing this Summons. Within
7 fourteen (14) days after you serve the demand, the Plaintiff must file this lawsuit with the Court,
8 or the service on you of this Summons and Complaint will be void.


9 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
10 that your written response, if any, may be served on time. This Summons is issued pursuant to
11 Rule 4 of the Superior Court Civil Rules of the State of Washington.

12 DATED this 3rd day of October 2019.

13 KIRK D. MILLER, P.S.

CAMERON SUTHERLAND, PLLC

14 
15 _____
16 Kirk D. Miller, WSBA #40025
17 421 W. Riverside Ave., Ste. 660
18 Spokane WA 99201
19 Phone: (509) 413-1494
20 kmiller@millerlawspokane.com
21 *Attorney for Plaintiff*

14 
15 _____
16 Brian G. Cameron, WSBA #44905
17 Shayne J. Sutherland, WSBA #44593
18 421 W. Riverside Ave., Ste. 660
19 Spokane WA 99201
20 Phone: (509) 315-4507
21 bcameron@cameronsutherland.com
22 ssutherland@cameronsutherland.com
23 *Attorneys for Plaintiff*

24 SUMMONS - 2

Cameron Sutherland, PLLC
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
TEL. 509.315.4507
FAX 509.315.4585

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

ISAAC GORDON, an individual, and all
those similarly situated,

Plaintiff,

vs.

ROBINHOOD FINANCIAL, LLC, a
Delaware limited liability company, and
subsidiary of ROBINHOOD MARKETS,
INC., a Delaware corporation,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, ISAAC GORDON, by and through his attorneys of record,
Kirk Miller of Kirk D. Miller, PS, and Brian G. Cameron and Shayne J. Sutherland of Cameron
Sutherland, PLLC, and for causes of action against the above-named Defendants, complains and
alleges as follows:

I. INTRODUCTION

1.1 This case involves the Defendants' initiation or assistance in the transmission of
commercial electronic text messages to Washington state recipients without first obtaining those
recipients' clear and affirmative consent to receive such messages in violation of Washington's
Consumer Protection Act (CPA), RCW 19.86, *et seq.*, vis à vis the Defendants' violations of
Washington's Commercial Electronic Mail Act (CEMA), RCW 19.190, *et seq.*

1 1.2 The Plaintiff brings this Complaint, on behalf of himself and a class of all others
2 similarly situated, against Defendants ROBINHOOD FINANCIAL, LLC, and ROBINHOOD
3 MARKETS, INC., (hereinafter collectively "Defendants") pursuant to CR 23.

4 1.3 The Plaintiff seeks statutory damages, exemplary damages, declaratory and
5 injunctive relief, costs and attorneys' fees, and other relief against the Defendants for its illegal
6 "text spamming" to Washington consumers, businesses, and other organizations.

7 **II. IDENTITY OF THE PARTIES**

8 2.1 Plaintiff Isaac Gordon is a natural person residing in Spokane County,
9 Washington who received one or more unsolicited commercial electronic text messages that
10 were initiated, formulated, composed, and/or originated by the Defendants.

11 2.2 The Plaintiff and putative class members are consumers, business entities, and
12 cellular telephone users residing in the state of Washington, who are all "persons" as that term is
13 defined in RCW 19.190.010(11) and RCW 19.86.010(1).

14 2.3 Defendant Robinhood Financial, LLC, is a Delaware limited liability company
15 that provides online investment brokerage services and conducts related business activities
16 throughout Washington state. Defendant Robinhood Financial, LLC is a subsidiary Defendant
17 Robinhood Markets, Inc.

18 2.4 Defendant Robinhood Markets, Inc., is a Delaware corporation that provides
19 online investment brokerage services and conducts related business activities throughout
20 Washington state.

21 2.5 Defendants' company headquarters are located at 85 Willow Road in Menlo Park,
22 California.

23 2.6 Upon information and belief, at various times herein mentioned, each of the
24 Defendants was the agent, servant, representative, partner, and/or joint venturer, of the other and
25 in engaging in certain acts hereinafter alleged, was acting within the course and scope of said

1 agency, service, representation, and/or venture, and materially assisted the other Defendant.
2 Plaintiff is further informed and believes and thereon alleges that each of the Defendants ratified
3 the acts and omissions of the other Defendant and/or at all times material hereto doing the things
4 alleged in this Complaint within the course and scope of such agency and is subject to vicarious
5 liability for the acts of the other Defendant.

6 2.7 Defendants are a "person" as that term is defined in RCW 19.190.010(11) and
7 RCW 19.86.010(1).

8 III. STATEMENT OF JURISDICTION AND VENUE

9 3.1 This Court has jurisdiction over the parties to this action pursuant to RCW
10 4.28.080 and 4.28.185.

11 3.2 Venue is proper in this Court pursuant to RCW 4.12.020.

12 IV. CLASS ACTION ALLEGATIONS

13 4.1 The Plaintiff brings this claim on behalf of the following class, pursuant to CR
14 23(a) and CR 23(b)(3).

15 4.2 The class consists of:

16 (a) All persons, as that term is defined in RCW 19.190.010(11) and RCW
17 19.86.010(1);

18 (b) Who are Washington residents;

19 (c) To whom the Defendants initiated or assisted in the transmission of one or more
20 commercial electronic text messages;

21 (d) To a cellular telephone or pager service that is equipped with short message
22 capability or any similar capability allowing the transmission of text messages;

23 (e) Without obtaining the recipients' clear and affirmative consent to receive such
24 messages in advance;

25 (f) Within the previous four (4) years;

COMPLAINT FOR DAMAGES - Page 3 of 12

Cameron Sutherland, PLLC
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
TEL. 509.315.4507
FAX 509.315.4585

1 (g) Through the date that the class is certified.

2 4.3 The identities of all class members are readily ascertainable from the contact
3 records of the Defendants and those telephone users who have been targeted by the Defendants'
4 unsolicited commercial electronic text messages.

5 4.4 Excluded from the Class are the Defendants and all officers, members, partners,
6 managers, directors, and employees of the Defendants and their respective immediate families,
7 and legal counsel for all parties to this action and all members of their immediate families.

8 4.5 This action has been brought, and may properly be maintained, as a class action
9 pursuant to the provisions of CR 23, because there is a well-defined community interest in the
10 litigation:

11 (a) **Numerosity:** The Class defined above is so numerous that joinder of all
12 members would be impractical. The Defendants serve an actual and potential customer
13 base of millions of individuals in Washington to whom the Defendants regularly
14 transmits or assists in the transmission of unsolicited commercial electronic text
15 messages.

16 (b) **Common Questions Predominate:** Common questions of law and fact exist as to
17 all members of the Class and those questions predominate over any questions or issues
18 involving only individual class members. The principal issue is whether the Defendants'
19 initiation or assistance in the transmission of unsolicited commercial electronic text
20 messages to Washington recipients violates Washington's CPA, RCW 19.86, *et seq.*, vis
21 à vis the Defendants' violations of Washington's CEMA, RCW 19.190, *et seq.*

22 (c) **Typicality:** Plaintiff's claims are typical of the claims of the class members.
23 Plaintiff and all members of the Plaintiff Class have claims arising out of the Defendants'
24 common, uniform course of conduct complained of herein.

1 (d) **Adequacy:** Plaintiff will fairly and adequately protect the interests of the class
2 members insofar as Plaintiff has no interests that are averse to the absent class members.

3 The Plaintiff is committed to vigorously litigating this matter. The Plaintiff has also
4 retained counsel experienced in handling consumer lawsuits, complex legal issues, and
5 class actions. Neither the Plaintiff nor its counsel have any interests which might cause
6 them not to vigorously pursue the instant class action lawsuit.

7 (e) **Superiority:** A class action is superior to the other available means for the fair
8 and efficient adjudication of this controversy, because individual joinder of all members
9 would be impracticable. Class action treatment will permit a large number of similarly
10 situated persons to prosecute their common claims in a single forum efficiently and
11 without unnecessary duplication of effort and expense that individuals' actions would
12 engender.

13 4.6 Certification of a class under CR 23(b)(3) is also appropriate in that the questions
14 of law and fact common to members of the Class predominate over any questions affecting an
15 individual member, and a class action is superior to other available methods for the fair and
16 efficient adjudication of the controversy.

17 4.7 The Plaintiff's claims apply to the Defendants' illegal acts and omissions
18 occurring in the four years preceding the filing of this case, through the date that the class is
19 certified.

20 V. PLAINTIFF'S ALLEGATIONS OF FACT

21 5.1 The Plaintiff repeats, reiterates, and incorporates the allegations contained in
22 paragraphs above herein with the same force and effect as if the same were set forth at length
23 herein.

24 5.2 The Plaintiff is a Washington individual who regularly uses a cellular telephone
25 or similar device with the capacity to send and receive transmissions of electronic text messages.

1 5.3 The Defendants operate an online investment brokerage service and conducts
2 related business activities serving consumers, businesses, and other organizations throughout
3 Washington and the United States.

4 5.4 The Defendants regularly initiate or assist in the transmission of electronic text
5 messages promoting its commercial brand and services through its “refer-a-friend” (RAF)
6 program, for which it originates, formulates, composes, and initiates electronic commercial
7 electronic text messages to be transmitted to third-party recipients by its existing users.

8 5.5 The Defendants do not obtain targeted recipients’ clear and affirmative consent to
9 receive the Defendants’ commercial electronic text messages prior to initiating or assisting in the
10 transmission of such messages to those recipients.

11 5.6 In July 2019, the Plaintiff received an unsolicited commercial electronic text
12 message promoting the Defendants’ brand and services.

13 5.7 In July 2019, the Defendants initiated or assisted in the transmission of an
14 unsolicited commercial electronic text message to the Plaintiff.

15 5.8 The unsolicited commercial electronic text message transmitted to the Plaintiff
16 invited him to sign up for the Defendants’ online brokerage services, promising special
17 incentives for doing so, and stating: “Your free stock is waiting for you! Join Robinhood and
18 we’ll both get a stock like Apple, Ford, or Facebook for free. Sign up with my link,” as follows:
19
20
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Wed, Jul 24, 5:32 PM

Your free stock is waiting for you! Join Robinhood and we'll both get a stock like Apple, Ford, or Facebook for free. Sign up with my link.



There's A Free Stock Waiting For You
share.robinhood.com

5.9 This unsolicited commercial electronic text message transmitted to the Plaintiff message included a hyperlink to connect to the Defendants' online platform and register for the Defendants' brokerage services. It did not include an "opt-out" or "stop" option enabling the recipient to preclude further unsolicited commercial electronic text messages.

5.10 The Plaintiff did not consent, affirmatively or otherwise, to receive commercial electronic text messages from the Defendants or its agents, assistants, or proxies.

5.11 The Defendants provided substantial assistance or support that enabled its existing users (a.k.a. "subscribers"), as its agents, assistants, and proxies, to formulate, compose, send, originate, initiate, or transmit unsolicited commercial electronic text messages to targeted recipients, including the Plaintiff, knowing that these users intended to engage in these practices, practices which violate the CPA.

5.12 The Defendants provided substantial assistance or support that enabled its existing subscribers, as its agents, assistants, and proxies, to formulate, compose, send, originate, initiate, or transmit unsolicited commercial electronic text messages to targeted recipients, including the Plaintiff, without first obtaining those recipients' clear and affirmative consent to receive such messages.

1 5.13 The Defendants operate a RAF rewards program in which it distributes
2 unsolicited commercial electronic text messages through its existing subscribers to unsubscribed
3 individuals, without those individuals' clear and affirmative consent to receive such messages.

4 5.14 The Defendants operate a RAF rewards program that enables existing users to
5 transmit unsolicited commercial electronic text messages to unsubscribed individuals, without
6 those individuals' clear and affirmative consent to receive such messages.

7 5.15 The Defendants formulate the systems, processes, procedures, terms, conditions,
8 content, and incentives associated with its RAF rewards program, which enables existing users to
9 distribute unsolicited commercial electronic text messages to unsubscribed individuals, without
10 those individuals' clear and affirmative consent to receive such messages.

11 5.16 The Defendants compose the content of the unsolicited commercial electronic text
12 messages to be transmitted through its existing subscribers to unsubscribed individuals, without
13 those individuals' clear and affirmative consent to receive such messages.

14 5.17 The Defendants operate a RAF rewards program that enables existing users to
15 send unsolicited commercial electronic text messages to unsubscribed individuals from their own
16 telephones, without those individuals' clear and affirmative consent to receive such messages.

17 5.18 The systems, processes, procedures, terms, conditions, content, and incentives of
18 the Defendants' RAF rewards program, which enables existing users to transmit unsolicited
19 commercial electronic text messages to unsubscribed individuals without those individuals' clear
20 and affirmative consent to receive such messages, originated from the Defendants.

21 5.19 The Defendants operate a RAF rewards program that enables existing users to
22 initiate unsolicited commercial electronic text messages to unsubscribed individuals, without
23 those individuals' clear and affirmative consent to receive such messages.

1 5.20 The Defendants initiate the processes and procedures that enables existing
2 subscribers to transmit unsolicited commercial electronic text messages to unsubscribed
3 individuals, without those individuals' clear and affirmative consent to receive such messages.

4 5.21 The Defendants operate a RAF rewards program that enables existing users to
5 transmit unsolicited commercial electronic text messages to unsubscribed individuals, without
6 those individuals' clear and affirmative consent to receive such messages.

7 5.22 In the four years prior to the transmission of the first unsolicited commercial
8 electronic text message promoting the Defendants' brand and services to the Plaintiff, through
9 the date of the filing of this action, the Defendants, directly or through its agents, assistants, and
10 proxies, have initiated or assisted in the transmission of unsolicited commercial electronic text
11 messages to hundreds of Washington recipients without first obtaining those recipients' clear and
12 affirmative consent to receive such messages.

13 5.23 As a result of the Defendants' actions and omissions, the Plaintiff and members of
14 the putative class have suffered injuries-in-fact, including invasions of privacy, intrusion upon
15 and occupation of the capacity of recipients' telephones or other devices and chattels, and wasted
16 time and attention in tending to unsolicited and unwanted junk text messages.

17 5.24 As a result of the Defendants' actions and omissions, the Plaintiff and members of
18 the putative class are entitled to recover statutory damages of at least \$500 for each of the
19 Defendants' violations, plus actual damages, costs, and fees as provided by applicable statutes.

20
21 **VI. CAUSE OF ACTION**
22 **Violation of Washington's Consumer Protection Act**
23 **RCW 19.86, et seq.**

24 6.1 The Plaintiff repeats, reiterates, and incorporates the allegations contained in the
25 paragraphs above herein with the same force and effect as if the same were set forth at length
herein.

1 6.2 Washington's CPA states in part that: "Unfair methods of competition and unfair
2 or deceptive acts or practices in the conduct of any trade or commerce are hereby declared
3 unlawful." RCW 19.86.020.

4 6.3 The Defendants engaged in unfair acts and practices in the conduct of trade or
5 commerce in a manner that offended the public interest and caused injury to the Plaintiff and
6 actually injured, has the capacity to injure, or had the capacity to injure other persons.

7 6.4 The actions and omissions of the Defendants violated RCW 19.86, *et seq.*

8 6.5 Washington's CEMA prohibits any "person," as that term is defined in RCW
9 19.190.010(11), from initiating or assisting in the transmission of an unsolicited commercial
10 electronic text message to a Washington resident's cellular phone or similar device, unless the
11 recipient has clearly and affirmatively consented in advance to receive such text messages.
12 RCW 19.190.070(1)(b).

13 6.6 The Defendants initiated or assisted in the transmission of one or more unsolicited
14 commercial electronic text messages to the Plaintiff and putative class members without first
15 obtaining those recipients' clear and affirmative consent to receive such messages.

16 6.7 The actions and omissions of the Defendants violated RCW 19.190.060(1).

17 6.8 Pursuant to RCW 19.190.100, initiating or assisting in the transmission of
18 unsolicited commercial electronic text messages to recipients who have not clearly and
19 affirmatively consented to receiving such text messages is an unfair or deceptive act in trade or
20 commerce and an unfair method of competition for purposes of applying the CPA.

21 6.9 Pursuant to RCW 19.190.100, initiating or assisting in the transmission of
22 unsolicited commercial electronic text messages to recipients who have not clearly and
23 affirmatively consented to receiving such text messages is a matter vitally affecting the public
24 interest for purposes of applying the CPA.

1 6.10 Pursuant to RCW 19.190.100, initiating or assisting in the transmission of
2 unsolicited commercial electronic text messages to recipients who have not clearly and
3 affirmatively consented to receiving such text messages is not reasonable in relation to the
4 development and preservation of business.

5 6.11 Pursuant to RCW 19.19.040(1), damages to each recipient of a commercial
6 electronic text message sent in violation of the CEMA are the greater of \$500 or actual damages,
7 which establishes the injury and causation elements of a CPA claim as a matter of law. *Wright v.*
8 *Lyft, Inc.*, 189 Wn.2d 718, 732, 406 P.3d 1149, 1155 (2017).

9 6.12 As a result of the Defendants' actions and omissions, the Plaintiff and members of
10 the putative class are each entitled to recover \$500, plus exemplary damages of \$1,000, plus
11 costs and reasonable attorneys' fees for each CEMA violation committed by the Defendants.

12 **I. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff demands judgment against Defendants as follows:

14 7.1 Declaring that this action is properly maintainable as a Class action and certifying
15 the Plaintiff as Class representative and Kirk D. Miller of Kirk D. Miller, PS, and Brian G.
16 Cameron and Shayne J. Sutherland of Cameron Sutherland, PLLC, as Class Counsel;

17 7.2 Awarding Plaintiff and the Class actual and statutory damages, costs, and fees
18 pursuant to RCW 19.190.040(1) and RCW 19.86.090;

19 7.3 Awarding treble damages pursuant to RCW 19.86.090;

20 7.4 Granting injunctive relief prohibiting the Defendants from initiating or assisting in
21 the transmission of unsolicited commercial electronic text messages without first obtaining
22 targeted recipients' clear, affirmative, and express written consent to receive such messages;

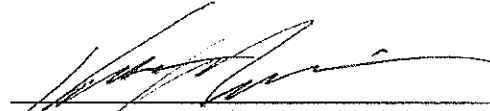
23 7.5 Granting declaratory relief finding that the Defendants' conduct violated
24 Washington's CEMA and CPA;

1 7.6 Awarding the Plaintiff his costs in this action, including reasonable attorneys' fees
2 and expenses; and

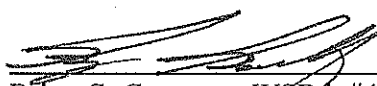
3 7.7 Awarding Plaintiff and the Class such other and further relief as the Court may
4 deem just and proper.

5
6 DATED this 3rd day of October 2019.

7
8 KIRK D. MILLER, PS

9 
10 _____
11 Kirk D. Miller, WSBA #40025
12 *Attorney for Plaintiff*

13 CAMERON SUTHERLAND, PLLC

14 
15 _____
16 Brian G. Cameron, WSBA #44905
17 *Attorney for Plaintiff*

*WSBA #44593
Bar*

Exhibit C

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:46 PM 08/24/2012
FILED 01:46 PM 08/24/2012
SRV 120969385 - 5203748 FILE

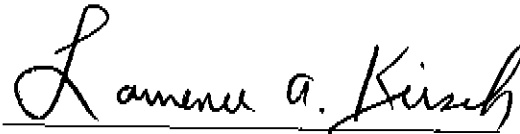
CERTIFICATE OF FORMATION

CHRONOS FINANCIAL LLC

FIRST: The name of the limited liability company is CHRONOS FINANCIAL LLC

SECOND: Its Registered Office is to be located at 3500 South Dupont Highway, Dover, Delaware 19901 in the county of Kent. The Registered Agent in charge thereof is W/K Incorporating Services, Inc.

I, THE UNDERSIGNED, for the purpose of forming a limited liability company under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein are true, and I have accordingly hereunto set my hand this 24th day of August 2012.



Lawrence A. Kirsch

Authorized Person on behalf of the LLC

Exhibit D

Delaware

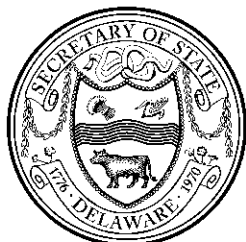
PAGE 1

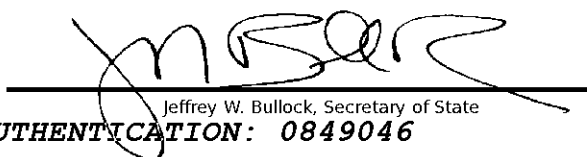
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CHRONOS FINANCIAL LLC", CHANGING ITS NAME FROM "CHRONOS FINANCIAL LLC" TO "ROBINHOOD FINANCIAL LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2013, AT 10:47 O'CLOCK A.M.

5203748 8100

131239509




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0849046

DATE: 10-29-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:50 AM 10/28/2013
FILED 10:47 AM 10/28/2013
SRV 131239509 - 5203748 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Chronos Financial LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST. The name of the limited liability company is Robinhood Financial LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22 day of October, A.D. 2013.

By: 
Authorized Person(s)

Name: Baiju Bhatt, Manager
Spacetime Holdings
LLC Print or Type

Exhibit E

Delaware

PAGE 1

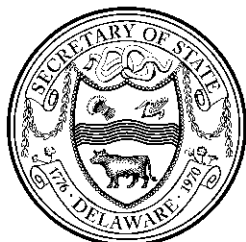
The First State

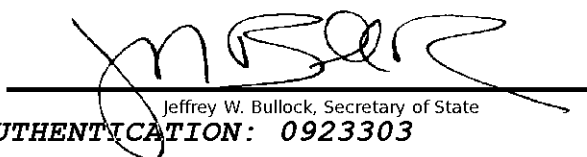
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "ROBINHOOD MARKETS, INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF NOVEMBER, A.D. 2013, AT 7:04 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

5417648 8100

131343477




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0923303

DATE: 11-25-13

**CERTIFICATE OF INCORPORATION
OF
ROBINHOOD MARKETS, INC.**

ARTICLE I

The name of this Corporation is **ROBINHOOD MARKETS, INC.**

ARTICLE II

A. The address of the Corporation's registered office in the State of Delaware is 3500 South Dupont Highway in the City of Dover, County of Kent, 19901. The name of the corporation's registered agent at such address is Incorporating Services, Ltd.

B. The name and mailing address of the incorporator of the Corporation is:

Jeremy Klein
Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
1200 Seaport Blvd.
Redwood City, CA 94063

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

This Corporation is authorized to issue one class of stock to be designated "Common Stock," with a par value of \$0.0001 per share. The total number of shares which the Corporation is authorized to issue is ten million (10,000,000).

ARTICLE V

Except as otherwise provided in this certificate of incorporation, in furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE VI

The number of directors of this corporation shall be determined in the manner set forth in the Bylaws of this corporation.

ARTICLE VII

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Meeting of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the Bylaws of the Corporation.

ARTICLE IX

A director of this corporation shall not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended after approval by the stockholders of this Article 9 to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article 9 by the stockholders of this corporation shall not adversely affect any right or protection of a director of this corporation existing at the time of, or increase the liability of any director of this corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE X

To the fullest extent permitted by applicable law, this corporation is authorized to provide indemnification of (and advancement of expenses to) agents of this corporation (and any other persons to which General Corporation Law permits this corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law, subject only to limits created by applicable General Corporation Law (statutory or non-statutory), with respect to actions for breach of duty to this corporation, its stockholders and others.

Any amendment, repeal or modification of the foregoing provisions of this Article 10 shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of this corporation with respect to any acts or omissions of such director, officer or agent occurring prior to such amendment, repeal or modification.

ARTICLE XI

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Delaware and in pursuance of the General Corporation Law of Delaware, does make and file this Certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly has hereunto set his hand this 22nd day of November, 2013.

/s/ Jeremy Klein
Jeremy Klein, Incorporator

Exhibit F

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

ISAAC GORDON, an individual, and all those
similarly situated,

Plaintiff,

v.

ROBINHOOD FINANCIAL LLC, a Delaware
limited liability company, and subsidiary of
ROBINHOOD MARKETS, INC., a Delaware
corporation,

Defendants.

Case No. 19-2-04574-32

**NOTICE OF FILING OF
NOTICE OF REMOVAL**

TO THE CLERK OF THE ABOVE-ENTITLED COURT AND TO ALL PARTIES
AND THEIR COUNSEL OF RECORD:

Defendants Robinhood Financial LLC and Robinhood Markets, Inc., hereby give notice
that on November 13, 2019, they filed a Notice of Removal in the above-captioned case in the
United States District Court for the Eastern District of Washington. *See* Exhibit A. The filing
of this Notice “shall effect the removal and the State court shall proceed no further unless and
until the case is remanded.” 28 U.S.C. § 1446(d).

1 DATED this 13th day of November, 2019.

2 Davis Wright Tremaine LLP
3 Attorneys for Defendants

4 By 

5 Kenneth E. Payson, WSBA #26369
6 Benjamin J. Robbins, WSBA #53376
7 920 Fifth Avenue, Suite 3300
8 Seattle, WA 98104-1610
9 Telephone: (206) 622-3150
10 Fax: (206) 757-7700
11 E-mail: KennethPayson@dwt.com
12 E-mail: BenRobbins@dwt.com

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CERTIFICATE OF SERVICE

I hereby certify that on November 13, 2019, I caused the foregoing document to be served on the following attorneys of record via U.S. Mail:

Kirk D. Miller
KIRK D. MILLER, P.S.
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
Telephone: (509) 413-1494
kmiller@millerlawspokane.com

Attorney for Plaintiff

Brian G. Cameron
Shayne J. Sutherland
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421 W. Riverside Ave., Ste. 660
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Telephone: (509) 315-4507
bcameron@cameronsutherland.com
ssutherland@cameronsutherland.com

Attorneys for Plaintiff

DATED this 13th day of November, 2019.

Davis Wright Tremaine LLP
Attorneys for Defendants

By 
Kenneth E. Payson, WSBA #26369

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