

**KJC LAW GROUP, A.P.C.**  
Kevin J. Cole (SBN 321555)  
*kevin@kjclawgroup.com*  
9701 Wilshire Blvd., Suite 1000  
Beverly Hills, CA 90212  
Telephone: (310) 861-7797

*Attorneys for Plaintiff and the Proposed Class*

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

JOHN GAY, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

SEAWORLD PARKS &  
ENTERTAINMENT, INC., a Delaware  
corporation; and DOES 1 to 10, inclusive,

Defendants.

CASE NO. '26CV1700 BAS DEB

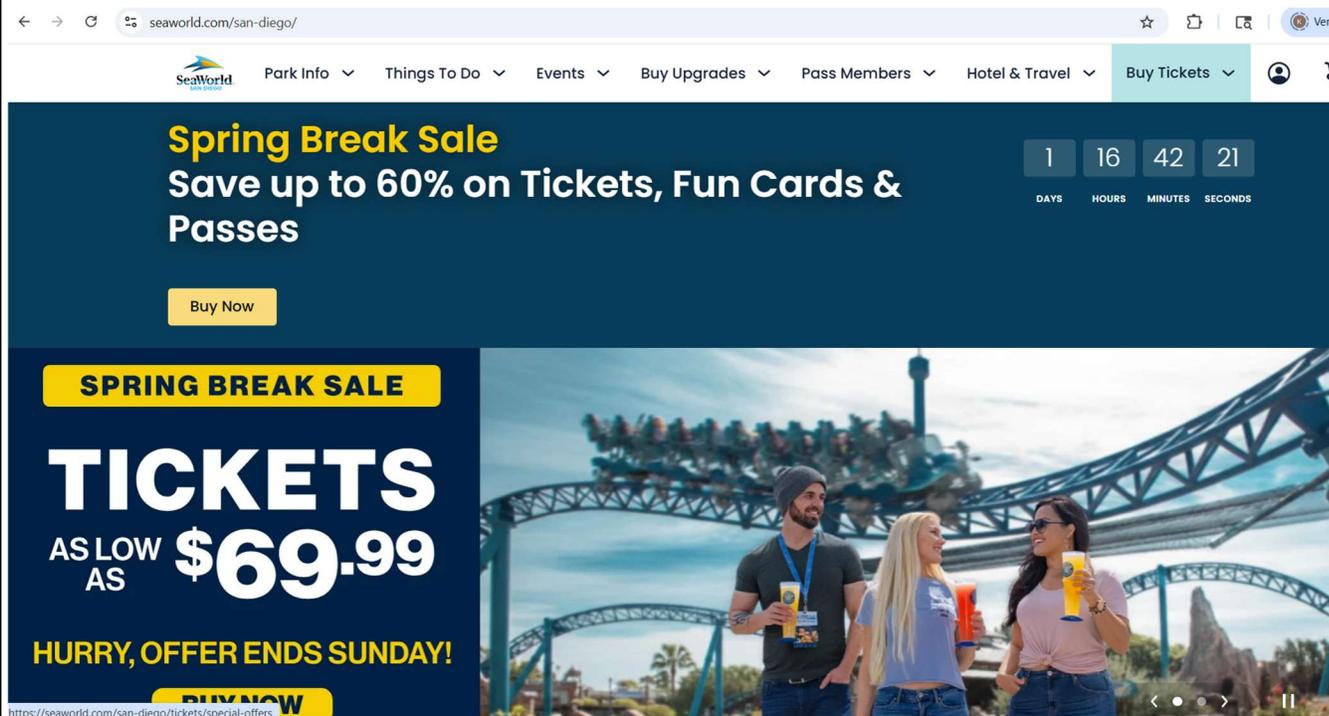
**CLASS ACTION COMPLAINT  
FOR VIOLATIONS OF (1)  
WASHINGTON'S COMMERCIAL  
ELECTRONIC MAIL ACT & (2)  
WASHINGTON'S CONSUMER  
PROTECTION ACT**

***(JURY TRIAL DEMANDED)***

**NATURE OF ACTION**

1  
2 1. Plaintiff John Gay (“Plaintiff”) brings this Class Action Complaint for  
3 damages, injunctive relief, and any other available legal or equitable remedies, due to the  
4 illegal actions of Defendant SeaWorld Parks & Entertainment, Inc. (“Defendant” or  
5 “SeaWorld”) in knowingly and/or willingly engaging in the unlawful practice of  
6 advertising in false and deceptive unsolicited commercial e-mails (“spams”) in violation  
7 of (i) Washington’s Commercial Electronic Mail Act, RCW 19.190, *et seq.*, and (ii)  
8 Washington’s Consumer Protection Act, RCW 19.86, *et seq.*

9 2. More specifically, SeaWorld uses a variety of tricks and deceptive language  
10 to influence consumer behavior. For example, SeaWorld frequently uses the subject line  
11 to disguise the true commercial purpose of the email and trick the recipient into opening  
12 it, such as emails sent by SeaWorld on March 1, 2026, with the subject line: “FINAL DAY  
13 to Save on Tickets as Low as \$69.99!,” and purporting to represent that a certain sale—to  
14 purchase “tickets as low as \$69.99”—would end that day. In reality, SeaWorld continues  
15 to offer its “tickets as low as \$69.99”—and it has done so every day since March 1, 2026—  
16 as confirmed by screenshots taken from its website (<https://seaworld.com/san-diego/>) on  
17 March 14, 2026:



1 3. In other words, the supposed discount was still available after the final time  
2 period suggested by SeaWorld expired, and so the “FINAL DAY to Save on Tickets as  
3 Low as \$69.99!” (emphasis added) subject line representation was false.

4 4. In these and other instances, SeaWorld is in violation of the Washington  
5 Consumer Electronic Mail Act (“CEMA”). *See* RCW 19.190.020(1)(b). As the  
6 Washington Supreme Court recently stated, “CEMA distinctly outlaws sending  
7 commercial e-mails that contain false or misleading information in subject lines.” *Brown*  
8 *v. Old Navy, LLC*, 4 Wash. 3d. 580, 584 (Wash. 2025). And “[a] violation of CEMA’s e-  
9 mail regulations is a per se violation of the Consumer Protection Act (CPA).” *Id.* “Per se  
10 CPA violations are predicated on the Legislature’s recognition that certain conduct is  
11 categorically against the public interest.” *Id.* (quotation omitted).

12 5. Plaintiff brings this class action on behalf of himself and other persons  
13 residing in Washington who received SeaWorld’s false and misleading emails. Plaintiff’s  
14 requested relief includes an injunction to end these practices, an award to Plaintiff and class  
15 members of statutory damages for each illegal email, and an award of attorneys’ fees and  
16 costs.

17 **JURISDICTION AND VENUE**

18 6. This Court has subject matter jurisdiction over this action pursuant to the  
19 Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because the total matter in  
20 controversy exceeds \$5,000,000 and there are over 100 members of the proposed class.  
21 Further, at least one member of the proposed class is a citizen of a State within the United  
22 States and at least one defendant is the citizen or subject of a foreign state.

23 7. The Southern District of California has specific personal jurisdiction over  
24 Defendant because Defendant is at home and headquartered in this District. Defendant also  
25 has sufficient minimum contacts in California, or otherwise intentionally avails itself of  
26 the markets within California through its transmission—from San Diego, California—of  
27 illegal commercial electronic mail messages to consumers.

28 8. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b)(1)

1 because Defendant resides in this District.

2 **PARTIES**

3 9. Plaintiff is now, and at all times relevant has been, an individual domiciled in  
4 Thurston County, Washington.

5 10. Defendant SeaWorld Parks & Entertainment, Inc. is a Delaware corporation  
6 with its principal place of business in San Diego, California.

7 **THE UNLAWFUL SPAM E-MAILS**

8 **A. Under CEMA, it is a *per se* violation of the CPA to initiate (or conspire to  
9 initiate) the transmission of commercial emails with false or misleading  
10 information in the subject line to Washington residents.**

11 11. It is a violation of CEMA to “initiate the transmission, conspire with another  
12 to initiate the transmission, or assist the transmission, of a commercial electronic mail  
13 message from a computer located in Washington or to an electronic mail address that the  
14 sender knows, or has reason to know, is held by a Washington resident that . . . [c]ontains  
15 false or misleading information in the subject line.” RCW 19.190.020(1)(b).

16 12. As the Washington Supreme Court recently explained, “CEMA protects  
17 consumers by requiring that commercial e-mails communicate honestly about the terms of  
18 a given promotion or sale in the subject line.” *Brown*, No. 102592-1, at \*19.

19 **B. SeaWorld initiates (or conspires to initiate) the transmission of commercial  
20 emails with false or misleading information in the subject line to Washington  
21 residents.**

22 13. SeaWorld has initiated (or conspired to initiate) the transmission of  
23 commercial electronic mail messages with several types of false or misleading subject lines  
24 to Plaintiff and members of the class.

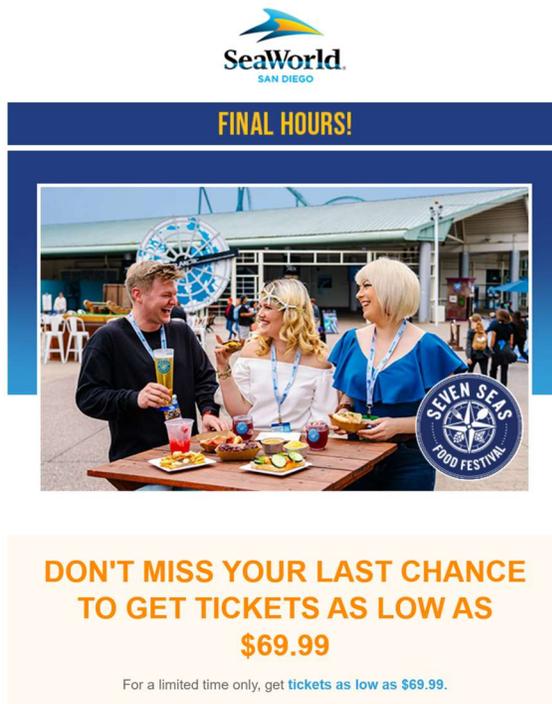
25 14. Among other things, SeaWorld’s false or misleading subject lines describe a  
26 specific, limited-time promotion that is not, in fact, limited to the timeframe described in  
27 the subject line.

28 15. In each case, the subject line conveys an objective statement of fact that is  
provably false or misleading.

1 16. As explained above, on March 1, 2026, SeaWorld sent an email to Plaintiff  
2 with the subject line: “FINAL DAY to Save on Tickets as Low as \$69.99!,” and purporting  
3 to represent that a certain sale—to purchase “tickets as low as \$69.99”—would end that  
4 day:

5 From: SeaWorld San Diego <[seaworld@m.seaworldparks.com](mailto:seaworld@m.seaworldparks.com)>  
6 Date: Sun, Mar 1, 2026 at 10:04 AM  
7 Subject: FINAL DAY to Save on Tickets as Low as \$69.99!  
8 To: <[johnwgay1948@gmail.com](mailto:johnwgay1948@gmail.com)>

[View in browser](#)



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20 In reality, SeaWorld continues to offer its “tickets as low as \$69.99”—and it has done so  
21 every day since March 1, 2026—as confirmed by screenshots taken from its website  
22 (<https://seaworld.com/san-diego/>) on March 14, 2026. Discovery will show additional  
23 emails and potentially other categories of false or misleading subject lines.

24 17. The emails at issue are electronic mail messages, in that they were each an  
25 electronic message sent to an electronic mail address. The emails from SeaWorld also  
26 referred to an internet domain, whether or not displayed, to which an electronic mail  
27 message can or could be sent or delivered.

28 18. The emails at issue are commercial in nature in that the purpose of the emails

1 is to promote goods for sale by SeaWorld and induce consumers into making purchases  
2 from SeaWorld.

3 19. The emails were sent at SeaWorld’s direction and were approved by  
4 SeaWorld.

5 ***i. The subject line describes a time-limited promotion or sale that is available***  
6 ***for a longer period than what is specifically stated in the subject line.***

7 20. SeaWorld misrepresents the length of time sales will be offered by sending  
8 one or more emails stating in the subject line that a sale is being offered for a specific short  
9 period, when in fact, the sale lasts longer (as shown above). Thus, the body of the email  
10 demonstrates the falsity of the subject line, laying bare the company’s intention to distort  
11 the consumer’s belief regarding the time for securing the discount.

12 21. This marketing tactic involves a fundamental misrepresentation of fact  
13 regarding the duration of the promotion. Federal Trade Commission (“FTC”) regulations  
14 prohibit this practice, stating that sellers may not “make a ‘limited’ offer which, in fact, is  
15 not limited.” 16 C.F.R. § 233.5. On information and belief, SeaWorld determines in  
16 advance how long it will offer a given promotion, such that it knows when it represents the  
17 limited duration of the promotion that the description is untruthful. In other words, on  
18 information and belief, SeaWorld always planned for the sale to last more than one day,  
19 such that the subject line was false and misleading.

20 22. The clear purpose of this tactic is to grab the consumer’s attention and induce  
21 immediate action to secure savings that will not be available beyond a specific window of  
22 time. Research indicates that limited-time discounts create a sense of urgency that changes  
23 consumer decision making, including by persuading customers to purchase items sooner  
24 than they otherwise would, purchase more or different items than they otherwise would, or  
25 forego comparison shopping. SeaWorld designs the subject lines of its marketing emails  
26 to tap into these consumer urges.

27 23. The chart below shows examples of email subject lines transmitted by  
28 SeaWorld following this pattern:

Date	Subject Line
2/20/2026	FINAL DAYS: Last Chance to Save on Tickets & Fun Cards!
3/1/2026	FINAL DAY to Save on Tickets as Low as \$69.99!
3/8/2026	ENDS TONIGHT! SPRING BREAK SALE: Save Up to 60% on Tickets, Fun Cards, and Passes!
3/15/2026	ENDS TONIGHT! SPRING BREAK SALE: Save Up to 60% on Tickets, Fun Cards, and Passes!

24. SeaWorld uses its time-limited sales to send more emails to consumers than it otherwise might. The company often sends multiple promotional emails every day, many of them advertising the “limited-time” offers.

**C. SeaWorld sends commercial emails to consumers whom it knows or should know reside in Washington.**

25. SeaWorld sent the misleading commercial emails to email addresses that SeaWorld knew or should have known were held by Washington residents, either because (i) SeaWorld had a physical Washington address that was associated with the recipient; (ii) SeaWorld had access to data regarding the recipient indicating that they were in Washington state; or (iii) information was available to SeaWorld upon request from the registrant of the internet domain name contained in the recipient’s electronic mail address. Moreover, SeaWorld does business nationwide and knows that at least some of its customers reside in Washington.

26. On information and belief, SeaWorld knows where many of its customers and email recipients reside through several methods.

27. For example, for any person that places an order online from SeaWorld, SeaWorld associates an email address with a shipping address and/or billing address for that order.

28. SeaWorld also encourages online shoppers to create online accounts.

1 Customers save information in their SeaWorld accounts along with their email address,  
2 such as their shipping addresses, billing addresses, and phone numbers.

3 29. Plaintiff expects that discovery will show that SeaWorld employs methods to  
4 both track the effectiveness of its marketing emails and identify consumers that click on  
5 links contained in SeaWorld’s marketing emails, including by identifying their physical  
6 location. For example, Plaintiff expects that discovery will also show that SeaWorld  
7 gathers information such as geocoordinates and IP addresses from individuals who click  
8 on links in SeaWorld’s commercial emails, and that SeaWorld can use such information to  
9 determine whether the recipient is in Washington.

10 30. SeaWorld also knew, should have known, or had reason to know that it sends  
11 marketing emails to Washington residents due to its large presence in the state and the  
12 volume of marketing emails it sends to people around the country.

13 **D. SeaWorld initiated (or conspired to initiate) the transmission of illegal emails**  
14 **to Plaintiff.**

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

16 32. Plaintiff has received SeaWorld’s emails since at least March 1, 2026.

17 33. SeaWorld knows, should know, or has reason to know, that Plaintiff Gay’s  
18 email address is held by a Washington resident. After all, Plaintiff Gay signed up to receive  
19 emails from SeaWorld. Plaintiff Gay also has clicked on links contained in SeaWorld’s  
20 emails from his computer, which was registered to an IP address in Washington at all  
21 relevant times, or from his smart phone.

22 34. Plaintiff Gay received each of the emails identified above that were sent after  
23 March 1, 2026, which he alleges to be false and misleading. These emails show that  
24 SeaWorld engaged in this conduct throughout the relevant period.

25 35. Plaintiff Gay does not want to receive emails with false and misleading  
26 subject lines from SeaWorld, though he would like to continue receiving truthful  
27 information from SeaWorld regarding its products (and actual “sales”). However, due to  
28 SeaWorld’s conduct, Plaintiff Gay cannot tell which emails from SeaWorld contain

1 truthful information or which emails are spam with false and misleading information  
2 designed to spur him to make a purchase.

3 36. Plaintiff continues to receive emails with false and misleading subject lines.  
4 SeaWorld is aware of all the emails it has sent to Plaintiff, and discovery will show the full  
5 number of illegal spam emails SeaWorld has sent throughout the relevant period.

6 **CLASS ACTION ALLEGATIONS**

7 37. As authorized by Rule 23 of the Federal Rules of Civil Procedure, Plaintiff  
8 brings this action on behalf of the following classes of persons or entities similarly situated  
9 throughout the United States.

10 38. Plaintiff brings this action for statutory liquidated damages on behalf of  
11 himself and all persons similarly situated and seeks certification of the following class:

12 All Washington residents who, within four years before the date of the filing  
13 of this Complaint until the date of trial, received an email from or at the behest  
14 of SeaWorld that contained a subject line that (a) states or implies that a  
15 particular promotion will be available for a specified period of time when the  
16 actual period for the sale is longer; or (b) mischaracterizes the nature of the  
17 email or disguises its true commercial purpose.

18 39. The above-described class of persons shall hereafter be referred to as the  
19 “Class.” Excluded from the Class are any and all past or present officers, directors, or  
20 employees of Defendant, any judge who presides over this action, and any partner or  
21 employee of Class Counsel. Plaintiff reserves the right to expand, limit, modify, or amend  
22 this class definition, including the addition of one or more subclasses, in connection with  
23 his motion for class certification, or at any other time, based upon, among other things,  
24 changing circumstances and/or new facts obtained during discovery.

25 40. **Numerosity**. The potential Class members as defined are so numerous and so  
26 diversely located throughout Washington, that joinder of all the Class members is  
27 impracticable. Class members are dispersed throughout Washington. Joinder of all  
28 members of the proposed Class is therefore not practicable. Although Plaintiff does not

1 know the precise number of Class members, due to the nature of the trade and commerce  
2 involved, Plaintiff believes that the total number of the members of the Class is in the  
3 thousands (e.g., on information and belief, Defendant sends similar spams to thousands of  
4 individuals throughout Washington).

5 41. **Ascertainability.** Upon information and belief, Defendant and/or  
6 Defendant’s agents and affiliates, maintain records of the e-mails they send and the Internet  
7 traffic derived from the e-mail advertising at issue. Moreover, members of the Class who  
8 received e-mails with the alleged advertisements may be self-identified through their own  
9 e-mail records. As a result, the members of the Class are ascertainable through Defendant’s  
10 records and/or the records of Defendant’s agents and affiliates, as well as through public  
11 notice. This matter should therefore be certified as a Class Action to assist in the  
12 expeditious litigation of this matter.

13 42. **Typicality.** Plaintiff’s claims are typical of the claims of the members of the  
14 Class. Plaintiff and all members of the Class have been similarly affected by Defendant’s  
15 common course of conduct because they all received unlawful spam e-mails that contain  
16 subject lines likely to mislead a recipient.

17 43. **Adequacy of Representation.** Plaintiff is an adequate representative of the  
18 Class and will fairly and adequately protect the interests of the Class. Plaintiff has retained  
19 attorneys who are experienced in the handling of complex litigation and class actions, and  
20 Plaintiff and his counsel intend to prosecute this action vigorously. Plaintiff has no  
21 antagonistic or adverse interests to those of the Class.

22 44. **Existence and Predominance of Common Questions of Law or Fact.**  
23 Common questions of law and fact exist as to all members of the Class that predominate  
24 over any questions affecting only individual members of the Class. These common legal  
25 and factual questions, which do not vary among members of the Class, and which may be  
26 determined without reference to the individual circumstances of any member of the Class,  
27 include, but are not limited to, the following:

- 28 a) Whether the subject lines of the specified emails were false and misleading.

- b) Whether all individuals on SeaWorld’s email list received the emails.
- c) Whether SeaWorld initiated the transmission or conspired to initiate the transmission of commercial electronic mail messages to recipients residing in Washington State in violation of RCW 19.190.020.
- d) Whether Plaintiff and the proposed Class are entitled to an injunction enjoining SeaWorld from sending the unlawful emails in the future.
- e) The nature and extent of classwide injury and damages.

45. **Superiority.** A Class Action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Plaintiff and the Class members have suffered or may suffer loss in the future by reason of Defendant’s illegal practices. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because it allows for efficient relief to Class members.

46. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented, presents no management difficulties, conserves the resources of the parties and of the court system, and protects the rights of the members of the Class. Plaintiff anticipates no difficulty in the management of this action as a class action. The prosecution of separate actions by individual members of the Class may create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the other members of the Class who are not parties to such adjudications, or that would substantially impair or impede the ability of such non-party Class members to protect their interests.

47. Defendant has acted or refused to act on grounds that are generally applicable to the Class so that relief is appropriate to the Class as a whole, making class certification appropriate pursuant.

**FIRST CAUSE OF ACTION**

**Violations of Washington’s Commercial Electronic Mail Act, RCW 19.190, *et seq.*  
On Behalf of Plaintiff and the Proposed Class (Against All Defendants)**

48. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

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

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

51. Defendant initiated the transmission or conspired to initiate the transmission of one or more commercial electronic mail messages to Plaintiff and proposed Class members with false or misleading information in the subject line.

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

53. Defendant’s acts and omissions injured Plaintiff and proposed Class members.

54. The balance of the equities favors the entry of permanent injunctive relief against Defendant. Plaintiff, the members of the Class, and the general public will be irreparably harmed absent the entry of permanent injunctive relief against Defendant. A permanent injunction against Defendant is in the public interest. Defendant’s unlawful behavior is, based on information and belief, ongoing as of the date of the filing of this Complaint. And absent the entry of a permanent injunction, Defendant’s unlawful behavior will not cease and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

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

**SECOND CAUSE OF ACTION**

***Per Se Violations of Washington’s Consumer Protection Act, RCW 19.86, et seq.  
On Behalf of Plaintiff and the Proposed Class (Against All Defendants)***

56. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

57. Plaintiff and Class members are “persons” within the meaning of the CPA, RCW 19.86.010(1).

58. Defendant violated the CEMA by initiating or conspiring to initiate the transmission of commercial electronic mail messages to Plaintiff and Class members that contain false or misleading information in the subject line.

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

60. A violation of CEMA establishes all five elements of a CPA claim as a matter of law.

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

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

63. Pursuant to RCW 19.190.040(1), damages to each recipient of a commercial electronic mail message sent in violation of the CEMA are the greater of \$500 for each such message or actual damages, which establishes the injury and causation elements of a CPA claim as a matter of law.

64. As a result of Defendant’s acts and omissions, Plaintiff and Class members are entitled to \$500 in statutory damages for each and every email that violates the CEMA.

65. Defendant engaged in a pattern and practice of violating the CEMA.

66. Plaintiff and Class members are entitled to recover reasonable attorneys’ fees and costs, pursuant to RCW 19.86.090.

67. Plaintiff and members of the Class are also entitled to, and do seek, injunctive relief prohibiting Defendant from violating the CPA in the future.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff, on his own behalf and on behalf of the members of the Class, seeks judgment against Defendant and requests that the Court:

- A. Certify the asserted claims, or the issues raised, as a class action;
- B. Appoint Plaintiff as Class Representative;
- C. Appoint the undersigned counsel as counsel for the Class;
- D. Enter declaratory, equitable, and/or injunctive relief as permitted by law to ensure Defendant does not continue to engage in the unlawful conduct described in this Complaint, and an accompanying order that the Court retain jurisdiction for a period of at least six months to ensure that Defendant complies with those measures;
- E. Enter an order to ensure that Defendant is restrained from altering, deleting, or destroying any documents or records that could be used to identify members of the Class;
- F. Award statutory damages where applicable;
- G. Award pre- and post-judgment interest;
- H. Award reasonable attorneys’ fees and costs, as allowed by law, including but not limited to RCW 19.86.090; and
- I. Award any other relief the Court deems just or reasonable under the circumstances.

DATED: March 17, 2026

Respectfully submitted,  
**KJC LAW GROUP, A.P.C.**

By: /s/ Kevin J. Cole  
Kevin J. Cole

*Attorneys for Plaintiff and the Proposed Class*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JOHN GAY, individually and on behalf of all others similarly situated,

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

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

KJC LAW GROUP, A.P.C., Kevin J. Cole, 9701 Wilshire Blvd. #1000, Beverly Hills, CA 90212; (310) 861-7797

DEFENDANTS

SEAWORLD PARKS & ENTERTAINMENT, INC., a Delaware corporation; and DOES 1 to 10, inclusive,

County of Residence of First Listed Defendant San Diego (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

26CV1700 BAS DEB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)(2)

Brief description of cause: Advertising in false and deceptive unsolicited commercial e-mails in violation of RCW 19.190, et seq. & RCW 19.86, et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE Mar 17, 2026 SIGNATURE OF ATTORNEY OF RECORD /s/ Kevin J. Cole

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [SeaWorld Sent Washington Consumers Emails About Fake Sales, Class Action Lawsuit Claims](#)

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