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KEVIN STOCK
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NO: 20-2-08679-2

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7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF PIERCE**

9 ETHAN SPENCER, an individual, and all
10 those similarly situated,

11 Plaintiff,

12 v.

13 LLJ MANAGEMENT, LLC, d.b.a. CLEAR
14 CHOICE CANNABIS, a Washington limited
15 liability company; ACS ENTERPRISES,
16 INC., d.b.a. CLEAR CHOICE CANNABIS, a
Washington corporation; and ADAM
SCHMIDT, CHAD RITTER, and STEVE
GUTFIELD, each an individual, and their
respective marital communities,

17 Defendants.

No.

**COMPLAINT FOR DAMAGES –
CLASS ACTION**

18
19 COMES NOW the Plaintiff, ETHAN SPENCER, by and through his attorneys of record,
20 Kirk D. Miller of *Kirk D. Miller, P.S.*, Brian G. Cameron of *Cameron Sutherland, PLLC*, and
21 Christopher M. Hogue of *Hogue Law Firm*, for causes of action against the above-named
22 Defendants, complains and alleges as follows:
23

24 COMPLAINT FOR DAMAGES – CLASS ACTION
25 Page 1 of 21

Kirk D. Miller, P.S.
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
509-413-1494

1
2 **I. INTRODUCTION**

3 1.1 The Plaintiff brings this class action for damages for Defendants' actions related
4 to the transmission of unsolicited text messages, also known as "junk texting" or "text blasting,"
5 to Washington cellular phone users in violation of state law.

6 1.2 This case involves the Defendants' initiation or assistance in the transmission of
7 commercial electronic text messages to Washington recipients without first obtaining those
8 recipients' clear and affirmative consent to receive such messages in violation of Washington's
9 Consumer Protection Act (CPA), RCW 19.86, *et seq.*, vis à vis the Defendant's violations of
10 Washington's Commercial Electronic Mail Act (CEMA), RCW 19.190, *et seq.*

11 1.3 Plaintiff ETHAN SPENCER brings this Complaint, on behalf of himself and a
12 class of all others similarly situated, against Defendant LLJ MANAGEMENT, LLC, d.b.a.
13 CLEAR CHOICE CANNABIS, a Washington limited liability company; ACS ENTERPRISES,
14 INC., a Washington corporation; and ADAM SCHMIDT, CHAD RITTER, and STEVE
15 GUTFIELD; each an individual, and their respective marital communities, pursuant to CR 23.

16 1.4 In bringing this action, the Plaintiff alleges that Defendant Adam Schmidt, the
17 sole owner, member, and governing person of Defendant LLJ Management, LLC, is personally
18 liable for the actions of his solely-held limited liability company pursuant to RCW 25.15.061.

19 1.5 In bringing this action, Plaintiff alleges that Defendant Adam Schmidt, one of the
20 owners, members, and governing persons of Defendant ACS Enterprises, Inc., is also personally
21 liable for actions taken under the auspices of his dissolved corporation, which has been used to
22 violate or evade a duty and must be disregarded to prevent loss to an innocent party.

1 267-081, which is engaged in the mass-marketing, sale, and distribution of recreational cannabis,
2 a federally controlled substance under 21 USC § 812(c)(a), Schedule I (c)(10), and related drug
3 paraphernalia through one or more retail locations in Tacoma, Washington. Defendant LLJ
4 operates under a common “Clear Choice Cannabis” brand in cooperation with Defendant ACS
5 Enterprises, Inc. The enterprise comprising these entities and the individuals named herein may
6 be collectively referred to as “Clear Choice.”

7 2.4 Defendant LLJ is a company that regularly initiates or assists in the transmission
8 of commercial text messages to cellular phone users throughout Washington, including those
9 who did not provide clear and affirmative consent in advance to receive such text messages, to
10 promote the sale and distribution of recreational cannabis and related drug paraphernalia.
11 Defendant LLJ is a “person” as that term is defined in RCW 19.190.010(11) and RCW
12 19.86.010(1).

13 2.5 Defendant ACS Enterprises, Inc., d.b.a. Clear Choice Cannabis (“ACS”), is a
14 Washington limited liability company, operating under Uniform Business Identifier (UBI) 604-
15 177-834, which is engaged in the mass-marketing, sale, and distribution of recreational cannabis,
16 a federally controlled substance under 21 USC § 812(c)(a), Schedule I (c)(10), and related drug
17 paraphernalia through one or more retail locations in Bremerton, Washington. Defendant ACS
18 operates under a common “Clear Choice Cannabis” brand in cooperation with Defendant LLJ
19 Enterprises, Inc. The enterprise comprising these entities and the individuals named herein may
20 be collectively referred to as “Clear Choice.”

21 2.6 Defendant ACS is a company that regularly initiates or assists in the transmission
22 of commercial text messages to cellular phone users throughout Washington, including those
23 who did not provide clear and affirmative consent in advance to receive such text messages, to
24

1 promote the sale and distribution of recreational cannabis and related drug paraphernalia.
2 Defendant ACS is a “person” as that term is defined in RCW 19.190.010(11) and RCW
3 19.86.010(1).

4 2.7 Defendant Adam Schmidt is an individual and believed to be a resident of King
5 County and doing business in King County, Pierce County, and Kitsap County as the sole
6 governor and owner of Defendant LLG, and one of three governors of Defendant ACS, both of
7 which are principally engaged in the mass-marketing, sale, and distribution of recreational
8 cannabis, a federally controlled substance under 21 USC § 812(c)(a), Schedule I (c)(10), and
9 related drug paraphernalia. Defendant Schmidt is a “person” as that term is defined in RCW
10 19.190.010(11) and RCW 19.86.010(1).

11 2.8 Defendant Chad Ritter is an individual and believed to be a resident of Kitsap
12 County and doing business in King County, Pierce County, and Kitsap County as one of three
13 governors of Defendant ACS, which is principally engaged in the mass-marketing, sale, and
14 distribution of recreational cannabis, a federally controlled substance under 21 USC § 812(c)(a),
15 Schedule I (c)(10), and related drug paraphernalia. Defendant Ritter is a “person” as that term is
16 defined in RCW 19.190.010(11) and RCW 19.86.010(1).

17 2.9 Defendant Steve Gutfield is an individual and believed to be a resident of Kitsap
18 County and doing business in King County, Pierce County, and Kitsap County as one of three
19 governors of Defendant ACS, which is principally engaged in the mass-marketing, sale, and
20 distribution of recreational cannabis, a federally controlled substance under 21 USC § 812(c)(a),
21 Schedule I (c)(10), and related drug paraphernalia. Defendant Gutfield is a “person” as that term
22 is defined in RCW 19.190.010(11) and RCW 19.86.010(1).

1 2.10 Defendants Schmidt, Ritter, and Gutfield each use the corporate forms of
2 Defendant LLJ and/or Defendant ACS, collectively and individually, to violate or evade duties in
3 such a manner that these corporate forms must be disregarded to prevent loss to an innocent
4 party.

5 2.11 Upon information and belief, Defendants Schmidt, Ritter, and Gutfield are each
6 an individual who personally directed the transmission of commercial text messages to cellular
7 phone users throughout Washington, including those who did not provide clear and affirmative
8 consent in advance to receive such text messages, to promote the sale and distribution of
9 recreational cannabis and related drug paraphernalia.

10 2.7.1 In the alternative to the preceding allegation, Defendants Schmidt, Ritter,
11 and Gutfield are each an individual who personally approved the transmission of commercial
12 text messages to cellular phone users throughout Washington, including those who did not
13 provide clear and affirmative consent in advance to receive such text messages, to promote the
14 sale and distribution of recreational cannabis and related drug paraphernalia.

15 2.7.2 In the alternative to the preceding allegation, Defendants Schmidt, Ritter,
16 and Gutfield are each an individual who personally commissioned the transmission of
17 commercial text messages to cellular phone users throughout Washington, including those who
18 did not provide clear and affirmative consent in advance to receive such text messages, to
19 promote the sale and distribution of recreational cannabis and related drug paraphernalia.

20 2.7.3 In the alternative to the preceding allegation, Defendants Schmidt, Ritter,
21 and Gutfield are each an individual who personally initiated the transmission of commercial text
22 messages to cellular phone users throughout Washington, including those who did not provide
23

1 clear and affirmative consent in advance to receive such text messages, to promote the sale and
2 distribution of recreational cannabis and related drug paraphernalia.

3 2.7.4 In the alternative to the preceding allegation, Defendants Schmidt, Ritter,
4 and Gutfield are each an individual who personally assisted in the transmission of unsolicited
5 commercial text messages to Washington businesses and consumers throughout Washington,
6 including those who did not provide clear and affirmative consent in advance to receive such text
7 messages, to promote the sale and distribution of recreational cannabis and related drug
8 paraphernalia.
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10 2.12 Upon information and belief, Defendants Schmidt, Ritter, and Gutfield,
11 individually and collectively, directly participated in the wrongful and illegal acts described
12 herein, including but not limited to initiating or assisting in the transmission of commercial text
13 messages to cellular phone users throughout Washington, without first obtaining those
14 recipients' clear and affirmative consent to receive such messages, causing them harm.

15 2.13 Defendants Schmidt, Ritter, and Gutfield each had knowledge of, participated in,
16 and directed or approved of the wrongful conduct described herein and, under the doctrine of
17 piercing the corporate veil, each is personally liable for the penalties of such wrongful conduct.

18 2.14 Defendant Schmidt formed Defendant LLJ in January 2013 in an attempt to
19 prevent liability from attaching to him for the wrongful and illegal acts he intended to commit,
20 coordinate, direct, or approve through the mass-marketing, sale, and distribution of recreational
21 cannabis, a federally controlled substance under 21 USC § 812(c)(a), Schedule I (c)(10), and
22 related drug paraphernalia, including but not limited to the use of commercial "spam texting" to
23 promote his illicit business.

1 2.15 Defendants Schmidt, Ritter, and Gutfield formed Defendant ACS in October 2017
2 in an attempt to prevent liability from attaching themselves for the wrongful and illegal acts they
3 intended to commit, coordinate, direct, or approve through the mass-marketing, sale, and
4 distribution of recreational cannabis, a federally controlled substance under 21 USC § 812(c)(a),
5 Schedule I (c)(10), and related drug paraphernalia, including but not limited to the use of
6 commercial “spam texting” to promote their illicit business.

7 2.16 On or about March 3, 2019, Defendant ACS was administratively dissolved by
8 Washington’s Secretary of State, and the entity has remained in an “inactive” registration status
9 since that time.

10 2.17 The income and property derived from Defendant Defendants Schmidt, Ritter,
11 and Gutfield activities, individually and collectively, were used to develop and expand each of
12 their wrongful and illegal business activities, enrich their respective selves and marital
13 communities, and evade personal liability for the actions and decisions each made as the sole
14 owner or governor of the Defendant business entities.

15 2.18 Upon information and belief, at various times stated herein, each of the
16 Defendants was an agent, servant, representative, partner, and/or joint venturer of the other and
17 in engaging in certain acts hereinafter alleged, was acting within the course and scope of said
18 agency, service, representation, and/or venture, and materially assisted the other Defendants.
19 Plaintiff is further informed and believes and thereon alleges, that each of the Defendants ratified
20 the acts and omissions of the other Defendants and/or at all times material hereto doing the
21 things alleged in this Complaint within the course and scope of such agency and is subject to
22 vicarious liability for the acts of the other Defendants.

1 4.3 The identities of all class members are readily ascertainable from the contact
2 records of Defendants and those telephone users who have been targeted by Defendants'
3 unsolicited commercial electronic text messages.

4 4.4 Excluded from the Class are the Defendants and all officers, members, partners,
5 managers, directors, and employees of the Defendants and their respective immediate families,
6 and legal counsel for all parties to this action and all members of their immediate families.

7 4.5 This action has been brought, and may properly be maintained, as a class action
8 pursuant to the provisions of CR 23, because there is a well-defined community interest in the
9 litigation:

10 (a) **Numerosity:** The Class defined above is so numerous that joinder of all
11 members would be impractical. Defendants serve a customer base of hundreds or more
12 individuals in Washington to whom Defendants regularly transmit or assist in the
13 transmission of unsolicited commercial electronic text messages.

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

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

1 (d) **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the
2 class members insofar as the Plaintiff has no interests that are averse to the absent class
3 members. The Plaintiff is committed to vigorously litigating this matter. The Plaintiff has
4 also retained counsel experienced in handling consumer lawsuits, complex legal issues,
5 and class actions. Neither the Plaintiff nor his counsel have any interests which might
6 cause 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 Defendants' illegal acts and omissions occurring in
18 the four years preceding the filing of this case, through the date that the class is certified.

19 **V. PLAINTIFF'S ALLEGATIONS OF FACT**

20 5.1 The Plaintiff repeats, reiterates, and incorporates the allegations contained in
21 Paragraphs 1.1 through 4.7 above with the same force and effect as if the same were set forth at
22 length herein.

1 5.2 Defendants are engaged in the marketing, distribution, and sale of recreational
2 cannabis products and related drug paraphernalia and operate principally from Tacoma,
3 Washington, and Bremerton, Washington, with offices also located in Seattle, Washington.

4 5.3 Defendants operate a “loyalty program” within the “Clear Choice Cannabis”
5 brand to advertise and promote the mass-marketing, sale, and distribution of recreational
6 cannabis and related drug paraphernalia by offering former, current, and potential customers
7 various discounts and incentives at Defendants’ retail locations.

8 5.4 Defendants regularly initiate the transmission of electronic text messages
9 promoting their commercial brand, cannabis products, and related services to their former,
10 current, and potential customers.

11 5.5 Defendants regularly assist in the transmission of electronic text messages
12 promoting their commercial brand, cannabis products, and related services to their former,
13 current, and potential customers.

14 5.6 Defendants collect telephone contact information from first-time and returning
15 customers, including but not limited to Plaintiff, at the point of sale during the course of
16 consumer transactions, through their website, or from third-party sources for the purpose of
17 sending advertisements and promotions via text messages to their former, current, and potential
18 customers.

19 5.7 Defendants do not obtain these targeted recipients’ clear and affirmative consent
20 to receive Defendants’ commercial electronic text messages prior to initiating or assisting in the
21 transmission of such messages to those recipients.

1 5.8 Defendants do not obtain these targeted recipients' express written consent to
2 receive Defendants' commercial electronic text messages prior to initiating or assisting in the
3 transmission of such messages to those recipients.

4 5.9 Defendants' "loyalty program" is a joint program under a uniform "Clear Choice
5 Cannabis" system where collection of an individual's cellular phone number at one of the
6 Defendants' retail locations results in that individual receiving unsolicited commercial text
7 messages promoting discounts, incentives, and sales of cannabis-related products for all of
8 Defendants' retail locations, regardless of which retail location that individual visited.

9 5.10 All individuals who have their cellular phone number collected by Defendants
10 and their agents, regardless of the retail location visited, receive the same unsolicited commercial
11 text messages advertising and promoting discounts, incentives, and cannabis-related products.

12 5.11 Each of the unsolicited commercial text messages transmitted by Defendants was
13 scripted and addressed to a general audience, with no personalized salutation or
14 acknowledgement of Plaintiff or any other person's individual identity.

15 5.12 Mr. Spencer is a Washington individual who regularly uses a cellular telephone or
16 similar device with the capacity to send and receive transmissions of electronic text messages.

17 5.13 On or about June 20, 2020, Mr. Spencer visited a Clear Choice retail store
18 location in Tacoma.

19 5.14 During the course of the in-store transaction, an employee and agent of
20 Defendants verbally obtained Mr. Spencer's cellular phone number.

21 5.15 Mr. Spencer was not advised by Defendants verbally, in writing, or otherwise,
22 that providing his cellular telephone number would result in him receiving commercial text
23 messages from Defendants, their agents, their assistants, or their proxies.

1 5.16 At the time when Defendants obtained his phone number, Mr. Spencer did not
2 consent, verbally, in writing, or otherwise, to receive commercial text messages from
3 Defendants, their agents, their assistants, or their proxies.

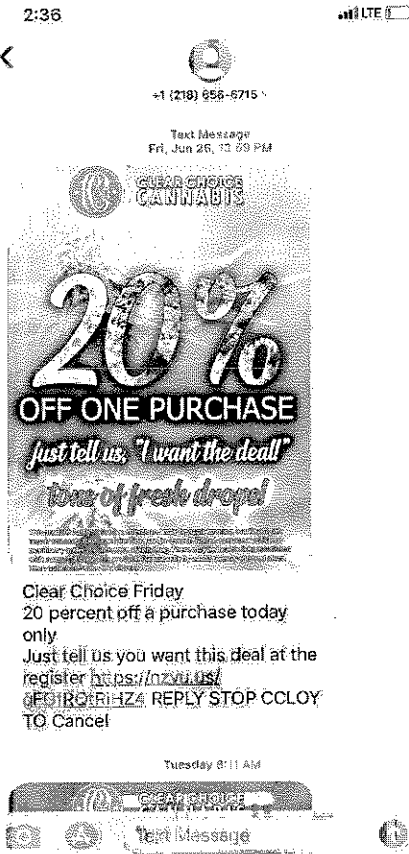
4 5.17 Following his initial visit, Defendants almost immediately targeted Mr. Spencer
5 with the transmission of unsolicited commercial text messages promoting the sale and
6 distribution of recreational cannabis.

7 5.18 In the weeks following his initial visit, beginning June 26, 2020, through August
8 15, 2020, Mr. Spencer at least received three unsolicited commercial electronic text messages
9 promoting Defendants' commercial brand and various cannabis-related products.

10 5.19 Beginning June 26, 2020, to the present, Defendants initiated or assisted in the
11 transmission at least nine commercial electronic text messages to Mr. Spencer without first
12 obtaining his clear and affirmative consent to receive such messages.

13 5.20 For example, on June 26, 2020, Defendants initiated or assisted in the
14 transmission of an unsolicited commercial electronic text message to Mr. Spencer under a
15 generalized "Clear Choice Cannabis" brand, promoting discounts and incentives, and inviting
16 recipients to order from their online menus. The June 26, 2020, promotion states, "20% OFF
17 ONE PURCHASE [] just tell us, "I want the deal!" A second text message, sent later on the
18 same day, states Clear Choice Friday [] 20 percent off a purchase today only [] Just tell us you
19 want this deal at the register <https://nzvu.us/gFGfRQtRiHZ4> [hyperlink] REPLY STOP CCLOY
20 TO Cancel," as follows:

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5.21 Just two days later, on June 30, 2020, the Defendants initiated or assisted in the transmission of yet another unsolicited commercial electronic text message, followed by another one on July 4, 2020, and again on July 7, 2020, and again and again so that, by mid-August 2020, Mr. Spencer had been subjected to at least eight of the Defendants' spam text messages at the time of filing the action herein.

5.22 Each of the unsolicited commercial text messages initiated and transmitted by Defendants was transmitted *en masse* to hundreds or more of Defendants' former, current, and potential customers, without first obtaining those individuals' clear and affirmative consent to receive such messages.

1 5.23 Defendants initiated or assisted in the transmission of unsolicited commercial text
2 messages to targeted recipients, including but not limited to the Plaintiff.

3 5.24 Defendants knew or conscientiously avoided knowing that they, their agents, their
4 assistants, or their proxies intended to transmit unsolicited commercial electronic text messages
5 to targeted recipients.

6 5.25 Initiating or assisting the transmission of commercial electronic text messages to
7 cellular telephones equipped with SMS capability or any similar capability allowing the
8 transmission of text messages, without first obtaining those recipients' clear and affirmative
9 consent to receive such messages, violates CEMA.

10 5.26 Initiating or assisting the transmission of commercial electronic text messages to
11 cellular telephones equipped with SMS capability or any similar capability allowing the
12 transmission of text messages, without first obtaining those recipients' clear and affirmative
13 consent to receive such messages, violates the CPA.

14 5.27 Defendants sent, originated, initiated, assisted and/or transmitted commercial
15 electronic text messages to targeted recipients, including but not limited to the Plaintiff, without
16 first obtaining those recipients' clear and affirmative consent to receive such messages.

17 5.28 Defendants operate a marketing program in which they distribute commercial
18 electronic text messages to individuals throughout Washington, without first obtaining those
19 individuals' clear and affirmative consent to receive such messages.

20 5.29 Defendants formulate the processes, procedures, and content associated with their
21 marketing program, which enables them, their agents, their assistants, or their proxies to transmit
22 commercial electronic text messages to individuals throughout Washington, without first
23 obtaining those individuals' clear and affirmative consent to receive such messages.

1 5.30 Defendants compose the content of commercial electronic text messages to be
2 transmitted to individuals throughout Washington, without first obtaining those individuals' clear
3 and affirmative consent to receive such messages.

4 5.31 The processes, procedures, and content of Defendants' marketing program, which
5 enables them or their agents, their assistants, or their proxies to transmit commercial electronic
6 text messages to individuals throughout Washington, without first obtaining those individuals'
7 clear and affirmative consent to receive such messages, originated from Defendants.

8 5.32 Defendants initiate processes and procedures that enable them to transmit
9 commercial electronic text messages to individuals throughout Washington, without those
10 individuals' clear and affirmative consent to receive such messages.

11 5.33 Defendants have initiated or assisted in the transmission of commercial electronic
12 text messages to at least 100 cellular telephone numbers registered to Washington residents,
13 including at least 100 individual cellular telephone users.

14 5.34 Washington law expressly prohibits commercial electronic text messaging:

15 No person conducting business in the state may initiate or assist in
16 the transmission of an electronic commercial text message to a
17 telephone number assigned to a Washington resident for cellular
18 telephone or pager service that is equipped with short message
19 capability or any similar capability allowing the transmission of
20 text messages.

19 RCW 19.190.060.

20 5.35 Pursuant to RCW 19.190.100 and the authority of *Wright v. Lyft, Inc.*, 189 Wn.2d
21 718, 406 P.3d 1149 (2017), a violation of chapter RCW 19.190.060 violates the Consumer
22 Protection Act, RCW 19.86, *et seq.*

23 5.36 RCW 19.190.070(1)(b) provides a "safe harbor" from the prohibitions of RCW
24 19.190.060 if a defendant can show that "[t]he unsolicited commercial electronic text message is
25 COMPLAINT FOR DAMAGES – CLASS ACTION
Page 17 of 21

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1 transmitted by a person to a subscriber and the subscriber has clearly and affirmatively consented
2 in advance to receive these text messages.”

3 5.37 Defendants sent unsolicited commercial electronic text messages to recipients
4 (a.k.a., subscribers), including but not limited to Plaintiff, who did not clearly and affirmatively
5 consent in advance to receive these text messages.

6 5.38 As a result of the Defendants’ actions and omissions, the Plaintiff and members of
7 the putative class have suffered injuries-in-fact, including invasions of privacy, intrusion upon
8 and occupation of the capacity and storage space of recipients’ telephones or other devices and
9 chattels, and wasted time and attention in tending to unsolicited and unwanted junk text
10 messages.

11 5.39 As a result of the Defendants’ actions and omissions, the Plaintiff and members of
12 the putative class are entitled to recover statutory damages of at least \$500 for each of the
13 Defendants’ violations, plus actual damages, exemplary damages, costs, and attorneys’ fees as
14 provided by applicable statutes.

15 **VI. CAUSE OF ACTION**
16 **Violation of Washington’s Consumer Protection Act**
17 **RCW 19.86, et seq.**

18 6.1 The Plaintiff repeats, reiterates, and incorporates the allegations contained in
19 Paragraphs 1.1 through 5.39 above with the same force and effect as if the same were set forth at
20 length herein.

21 6.2 Washington’s CPA states in part that: “Unfair methods of competition and unfair
22 or deceptive acts or practices in the conduct of any trade or commerce are hereby declared
23 unlawful.” RCW 19.86.020.

1 6.3 Defendants engaged in unfair and deceptive acts and practices in the conduct of
2 trade or commerce in a manner that offended the public interest and caused injury to the
3 Plaintiff. These unfair and deceptive acts and practices actually injure, have the capacity to
4 injure, or had the capacity to injure other persons.

5 6.4 Through their actions and omissions, Defendants violated RCW 19.86, *et seq.*

6 6.5 Washington's CEMA prohibits any "person," as that term is defined in RCW
7 19.190.010(11), from initiating or assisting in the transmission of a commercial electronic text
8 message to a Washington resident's cellular phone or similar device, unless the recipient has
9 clearly and affirmatively consented in advance to receive such text messages. RCW
10 19.190.070(1)(b).

11 6.6 Defendants initiated or assisted the transmission of one or more commercial
12 electronic text messages to the Plaintiff and putative class members without first obtaining those
13 recipients' clear and affirmative consent to receive such messages.

14 6.7 Through its actions and omissions, Defendants violated RCW 19.190.060(1).

15 6.8 Pursuant to RCW 19.190.100, initiating or assisting in the transmission of
16 commercial electronic text messages to recipients who have not clearly and affirmatively
17 consented to receiving such text messages is an unfair or deceptive act in trade or commerce and
18 an unfair method of competition for purposes of applying the CPA.

19 6.9 Pursuant to RCW 19.190.100, initiating or assisting the transmission of
20 unsolicited commercial electronic text messages to recipients who have not clearly and
21 affirmatively consented to receiving such text messages is a matter vitally affecting the public
22 interest for purposes of applying the CPA.

1 law, and/or as would be reasonable from any recovery of monies recovered for or benefits
2 bestowed upon the Class;

3 7.5 Awarding the Plaintiff and the Class interest on the above amounts as authorized
4 by law;

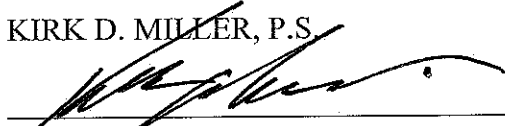
5 7.6 Granting injunctive relief prohibiting Defendants from initiating or assisting in the
6 transmission of commercial electronic text messages without first obtaining targeted recipients'
7 clear and affirmative consent to receive such messages;

8 7.7 Granting declaratory relief finding that Defendants' conduct violated
9 Washington's CEMA and CPA;

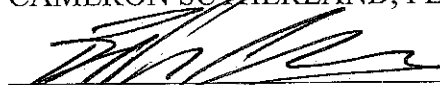
10 7.8 Awarding the Plaintiff and the Class such other and further relief as the Court
11 may deem just and proper.

12 DATED this 21st day of August, 2020.


14 KIRK D. MILLER, P.S.

15 
16 _____
17 Kirk D. Miller, WSBA #40025
18 *Attorney for Plaintiff*

18 CAMERON SUTHERLAND, PLLC

19 
20 _____
21 Brian G. Cameron, WSBA #44905
22 *Attorney for Plaintiff*

21 HOGUE LAW FIRM

22 
23 _____
24 Christopher M. Hogue, WSBA #48041
25 *Attorney for Plaintiff*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Clear Choice Cannabis Hit with Lawsuit Over Alleged 'Text Blasting'](#)
