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SUPERIOR COURT FOR THE STATE OF WASHINGTON  
FOR KING COUNTY

MICHAEL AALAND, on his own behalf and on  
behalf of other similarly situated persons,

Plaintiff,

v.

CONTRACTORS.COM LLC, a California  
Limited Liability Company, and ONE PLANET  
OPS INC., a Delaware Corporation,

Defendants.

COMPLAINT FOR DAMAGES

NO.

**CLASS ACTION**

**I. INTRODUCTION**

1.1 Defendants Contractors.com and One Planet Ops., Inc. market their services through text message advertisements sent in violation of the Washington Consumer Electronic Mail Act, RCW 19.190.010 et seq., and the Washington Consumer Protection Act, RCW 19.86.010, et seq.

1.2 Plaintiff Michael Aaland (“Representative Plaintiff”), on his own behalf and on behalf of all other similarly situated persons, brings this Complaint for Injunctive Relief and Damages to obtain from Defendants all damages, injunctive relief, attorneys’ fees, costs, and other remedies Plaintiffs are entitled to recover under law and equity.

**II. PARTIES**

2.1 Plaintiff is an individual residing in King County, Washington.

2.2 Defendant Contractors.com is a limited liability company registered and

1 headquartered in the State of California, and transacting business in King County, Washington.

2         2.3 Defendant One Planet Ops Inc. is a corporation organized and existing under the  
3 laws of the State of Delaware with its principal place of business located in California, and  
4 transacting business in King County, Washington.

5         2.4 Upon information and belief, Defendant Contractors.com is an online marketing  
6 company and lead generation company created in 2019 wholly owned and operated by  
7 Defendant One Planet Ops Inc.

### 8   **III. JURISDICTION AND VENUE**

9         3.1 Acts complained of herein occurred in the State of Washington.

10        3.2 At all times material, Defendants transacted business within King County.

11        3.3 This action has been filed within the applicable statutory time periods.

12        3.4 Jurisdiction is proper in this court under RCW 2.08.010.

13        3.5 Venue is proper in this court under RCW 4.12.025(1) because Defendants  
14 presently transact business in King County and transacted business in King County at the time  
15 Plaintiff's causes of action arose.

### 16   **IV. FACTUAL BACKGROUND**

17         4.1 Representative Plaintiff is a general contractor who performs residential remodels  
18 and construction services in King County, Washington.

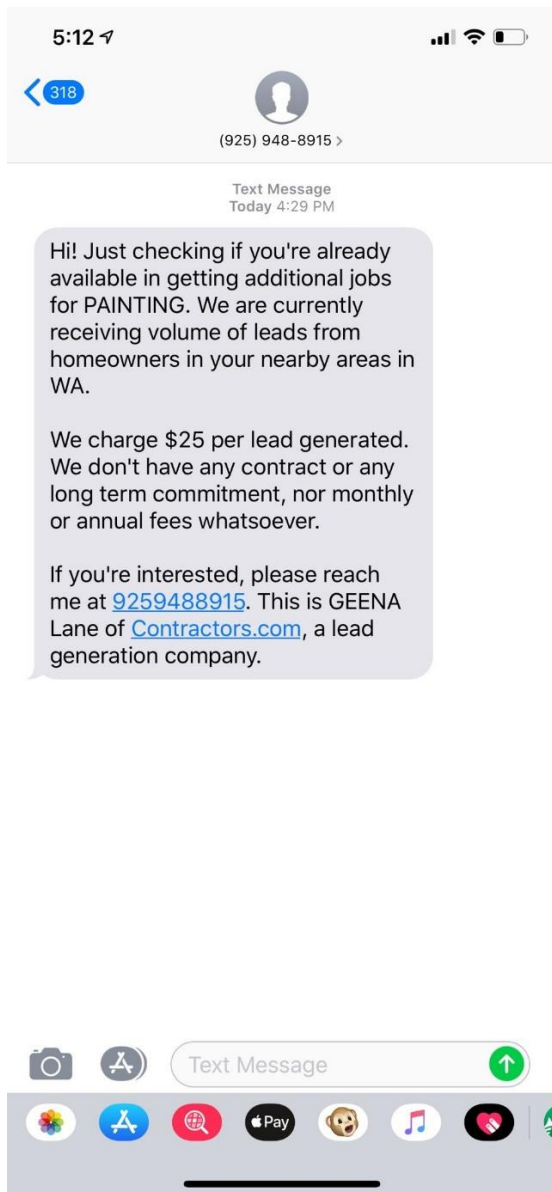
19         4.2 Contractors.com markets itself as a "lead generation company" that charges its  
20 consumers (i.e. contractors) between \$25 to \$45 per lead generated for construction work  
21 including additions, remodels, roofing, painting and siding.

22         4.3 In order to advertise its lead generation business, Contractors.com uses  
23 unsolicited SMS text messages styled as invitations to its consumers to utilize its services and  
24 connect with homeowners in a contractor's vicinity whom are seeking work performed including  
25

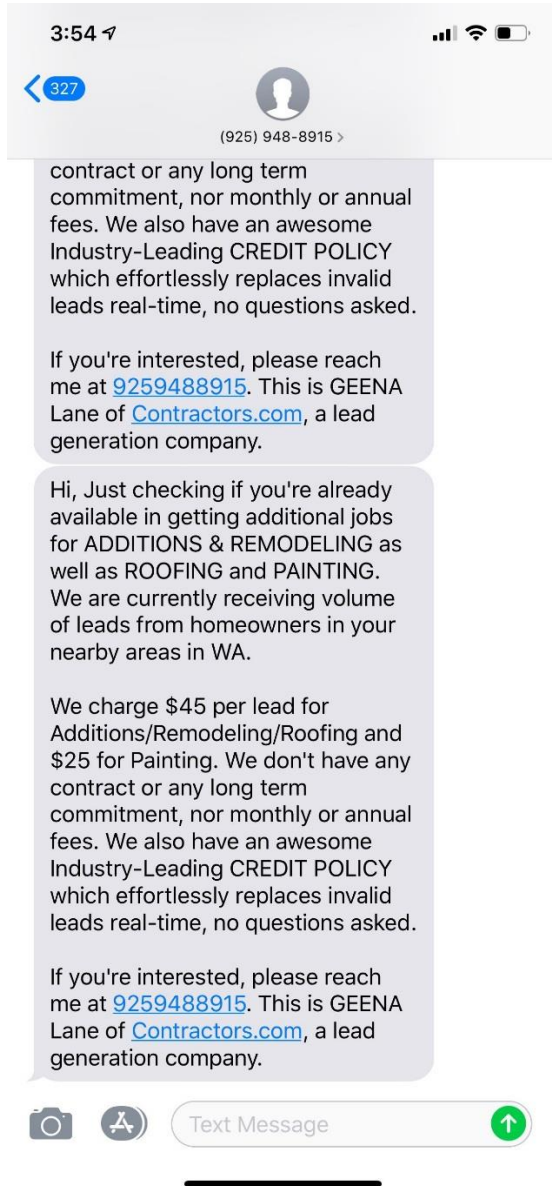
1 additions, remodels, roofing, painting, and siding.

2 4.4 Contractors.com entices its desired customer base with promises that “We are  
3 currently receiving volume of leads from homeowners in your nearby areas in WA” and “We  
4 don’t have any contract or any long term commitment, nor monthly or annual fees whatsoever.”

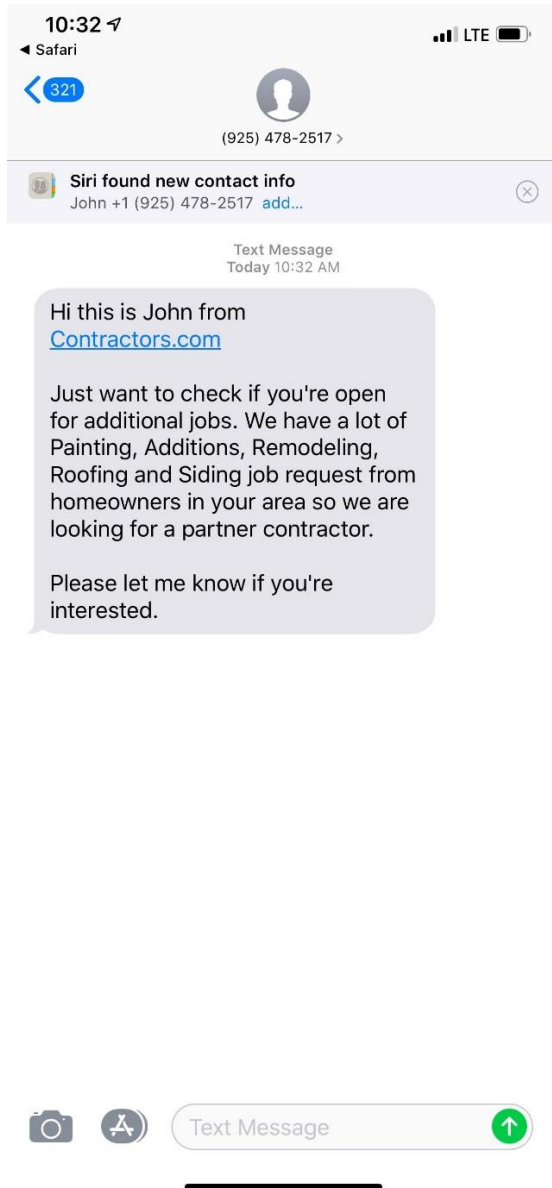
5 4.5 On August 2, 2019, Representative Plaintiff received one of Contractor.com’s  
6 unsolicited commercial electronic text messages sent to his cellular telephone number in  
7 Washington state from “GEENA Lane of Contractors.com” as follows:



1           4.6     Then again on August 22, 2019, Representative Plaintiff received a second  
2 unsolicited commercial electronic text message sent to his cellular telephone number “Just  
3 checking in” again from “GEENA Lane of Contractors.com” as follows:



21           4.7     Yet again on September 3, 2019, Representative Plaintiff received a third  
22 unsolicited commercial electronic text message sent to his cellular telephone number from “John  
23 from Contractors.com” as follows:  
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4.8 In order to obtain one of Contractors.com’s promised leads, a consumer must call Contractors.com at the phone number provided, which is answered at a call center where Contractors.com will take a consumer’s information.

4.9 Alternatively, a consumer may click on the hyperlink embedded within the text message, which directs consumers to Contractors.com’s website.

4.10 The text messages sent to Representative Plaintiff were uniform and typical of the messages sent to numerous other consumers in Washington state.

1 4.11 The hyperlinks and phone numbers provided in these messages were designed and  
2 intended by Defendants to connect Plaintiff and consumers like him to websites and call centers  
3 through which Defendants offered services calculated to cause these consumers to pay  
4 Defendants money.

5 4.12 Contractors.com receives revenue for each lead that it provides to consumers.

6 4.13 Consumers have no effective means to avoid the receipt of these unsolicited text  
7 messages.

8 4.14 Prior to the transmission of these text messages, none of the consumers to whom  
9 these text messages were directed provided Defendants with consent to be sent the test messages,  
10 and Defendants did not obtain clear and unmistakably stated consent from the intended recipients  
11 before sending these text messages.

12 4.15 Defendants' text message marketing campaign affects the public interest and has  
13 injured numerous consumers, including Representative Plaintiff.

14 4.16 By the conduct detailed above, Defendants, directly and/or through their  
15 authorized agents, caused the unlawful transmission of commercial electronic text messages to  
16 the cellular telephone numbers of Representative Plaintiff and similarly situated Washington  
17 consumers and otherwise engaged in unlawful and wrongful marketing and advertising practices.

18 4.17 These practices have damaged and will continue to harm Representative Plaintiff  
19 and persons similarly situated.

## 21 V. CLASS ACTION ALLEGATIONS

22 5.1 Representative Plaintiff realleges paragraphs 1.1 through 4.17 of the Complaint  
23 and hereby incorporates the same by reference.

24 5.2 Representative Plaintiff brings this class action on behalf of himself and as a  
25 representative of the following persons ("the class") who are entitled to remedies under

1 Washington state law including injunctive relief, damages, attorney fees, and up to treble  
2 damages:

3 All residents of Washington state with a cellular telephone number  
4 to which at least one electronic commercial text message was  
transmitted by Contractors.com, or someone acting on behalf of  
Defendants.

5 5.3 Representative Plaintiff's class claims satisfy all of the requirements for class  
6 action certification pursuant to the Civil Procedure Rules 23(a) and 23(b)(1), 23(b)(2), and  
7 23(b)(3).

8 5.4 Satisfying all requisite numerosity requirements, numerous consumers in  
9 Washington state are believed to be members of this class. Joinder of so many class members  
10 into a single action is impracticable. In fact, given the number of class members, the only way to  
11 deliver substantial justice to all members of the class is by means of a single class action. Upon  
12 information and belief, the class includes at least 100 individuals.

13 5.5 There are questions of fact and law common to the class, which predominate over  
14 any questions affecting only individual members. The questions of law and fact common to the  
15 class arising from Defendants' conduct include, without limitation, the following:

- 16 a. Whether Defendants' text messages are "commercial electronic text messages"  
17 under the Washington Consumer Electronic Mail Act.
- 18 b. Whether Defendants negligently and/or willfully caused violations, including per  
19 se violations, of the Washington Consumer Protection Act, RCW 19.86.10, et  
20 seq., when sending unsolicited electronic text messages to Representative Plaintiff  
21 and the class?
- 22 c. Whether any Defendants are vicariously or otherwise liable for unsolicited text  
23 messages sent to Plaintiff?  
24

25 5.6 The questions set forth above predominate over any questions affecting only

1 individual persons, and a class action is superior with respect to considerations of consistency,  
2 economy, efficiency, fairness and equity, to other available methods for the fair and efficient  
3 adjudication of Plaintiffs' claims.

4           5.7     Representative Plaintiff's claims are typical of those of the class in that he, just  
5 like the other members of the class, was the victim of the unlawful marketing practices  
6 referenced in this complaint. The multiple text messages which Representative Plaintiff received  
7 are typical of the text messages which were transmitted to other members of the class.

8           5.8     A class action is the appropriate method for the fair and efficient adjudication of  
9 this controversy. Defendants have acted in a general manner to damage the class. The  
10 presentation of separate actions by individual class members could create a risk of inconsistent  
11 and varying adjudications, establish incompatible standards of conduct for Defendant, and/or  
12 substantially impair or impede the ability of class members to protect their interests. Moreover,  
13 the individual damages of each of the class members are so low that it would be economically  
14 impracticable for putative class members to bring their claims individually.

15           5.9     A primary factor in Plaintiff's bringing this case is for final injunctive relief  
16 which is necessary and appropriate to ensure that Defendants cease their unlawful and wrongful  
17 conduct. A class action is the most efficient means to ensure that Defendant does not injure the  
18 class in the future.

19           5.10    Representative Plaintiff is an adequate representative of the class because he is a  
20 member of the class and his interests do not conflict with the interests of the other members of  
21 the class he seeks to represent. The interests of the members of the class will be fairly and  
22 adequately protected by Representative Plaintiff. Representative Plaintiff is represented by  
23 attorneys who have extensive, multi-jurisdictional experience representing clients in complex  
24 class action litigation such as this.  
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1           5.11 Maintenance of this action as a class action is a fair and efficient method for the  
2 adjudication of this controversy. It would be impractical and undesirable for each member of the  
3 class who suffered harm to bring a separate action. In addition, the maintenance of separate  
4 actions would place a substantial and unnecessary burden on the courts and could result in  
5 inconsistent adjudications, while a single class action can determine, with judicial economy, the  
6 rights of all class members.

7           5.12 If this action is not certified as a class action, then the only way that the court  
8 system will not be overburdened by a multiplicity of suits over the subject matter of this  
9 complaint is if members of the class cannot or do not pursue an action against Defendant for  
10 reasons altogether unrelated to the merits of their claims, e.g., challenges in accessing legal  
11 counsel, the mundane realities of surviving in a challenging economy, et cetera. Most Plaintiffs  
12 can obtain legal representation for their claims only through a class action. The only practical  
13 way to ensure that all members of the class are afforded an opportunity to obtain substantial  
14 justice with regard to the wrongs and injuries inflicted upon them by Defendants is to resolve the  
15 subject matter of this complaint through a class action

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17                                   **VI. CAUSE OF ACTION**  
18                   **VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT**  
19                                   ***(Representative Plaintiff and the Class vs. Defendants)***

20           6.1 Plaintiff realleges paragraphs 1.1 through 5.12 of the Complaint and hereby  
21 incorporates the same by reference.

22           6.2 At all times material herein, Plaintiff has been entitled to the rights, protections,  
23 and benefits provided under the Washington Consumer Protection Act and related Washington  
24 statutes including the Washington Consumer Electronic Mail Act, RCW 19.190.010 et seq.

25           6.3 Defendants' practice of transmitting and/or assisting in the transmission of  
electronic commercial text messages to Plaintiffs' cellular phones is a violation of RCW

1 19.190.060. This violation, per statute, is a per se violation of Washington’s Consumer  
2 Protection Act, RCW 19.86.010, et seq.

3 6.4 Defendants’ practice of transmitting and/or assisting in the transmission of  
4 electronic commercial text messages to Plaintiffs’ cellular phones is conduct that vitally affects  
5 the public interest and is an unfair or deceptive act in trade or commerce and an unfair method of  
6 competition for the purpose of applying the Consumer Protection Act, RCW 19.86.010, et seq.

7 6.5 Defendants conducted these practices in the scope of its trade and in furtherance  
8 of the development and preservation of such business services.

9 6.6 Defendants’ violations of the Consumer Protection Act are intentional, willful,  
10 and subject to treble damages under RCW 19.86.010, et seq.

11 6.7 Plaintiffs have suffered injuries to their persons and property as a direct result of  
12 Defendants’ numerous violations of RCW 19.86.010, et seq.

13 6.8 Defendants’ practices are emblematic of organizational policies and agreements  
14 which have caused and, if unabated, will continue to cause incidents, occurrences, and conduct  
15 which violate RCW 19.86.010, et seq., and RCW 19.190.010, et seq.

16 6.9 Plaintiffs are entitled to recover damages for each of the violations of RCW  
17 19.86.010, et seq., in amounts set forth by law.

18 6.10 Plaintiffs are further entitled to recover damages for each of the violations under  
19 RCW 19.190.010, et seq., in amounts set forth by law and otherwise in accord with proof to be  
20 provided at trial.

21 6.11 Plaintiffs will continue to be damaged if Defendants are not compelled to cease  
22 and desist unlawful conduct and unfair, deceptive, and unlawful practices in violation of the law.

23 6.12 Plaintiffs are further entitled to all attorneys’ fees, costs, and treble damages as  
24 allowed by RCW 19.86.010, et seq., and as otherwise permitted by law.  
25

1 **VII. PRAYER FOR RELIEF**

2 WHEREFORE, Representative Plaintiff, and all others similarly situated, demand  
3 judgment against Defendants and pray this Court do the following:

4 A. Issue a declaration which makes clear the illegality of Defendants' wrongful  
5 conduct.

6 B. Grant a permanent injunction enjoining Defendants, its officers, successors,  
7 agents, assigns, and all persons in active concert or participation with Defendants, from engaging  
8 in the unlawful conduct, including without sending unsolicited commercial electronic text  
9 messages to all individuals in Washington state.

10 C. Order Defendants to make Representative Plaintiff and the other class members  
11 whole by providing compensation for past and future pecuniary losses resulting from the  
12 unlawful practices described above in amounts to be determined at trial, but in no event less than  
13 \$500.00 for each violation of RCW 19.86.010, *et seq.* and/or RCW 19.190.010, *et seq.*

14 D. Order Defendants to make Representative Plaintiff and the other class members  
15 whole by providing appropriate prejudgment interest, in an amount to be determined at trial, and  
16 other affirmative relief necessary to eradicate the effects of the unlawful practices.

17 E. Order Defendants to pay Representative Plaintiff and the other class members  
18 treble damages to the fullest extent allowed by law, including but not limited to all treble  
19 damages for a knowing or willful violation of the Consumer Protection Act.

20 F. Award Representative Plaintiff and the other class members the costs of this  
21 action, including attorneys' fees, as authorized by law.

22 G. Grant any additional or further relief as provided by law or equity which this  
23 Court finds appropriate, equitable, or just.  
24

1 DATED this 16th day of September, 2019.

2 /s/ Jason A. Rittereiser

3 Donald W. Heyrich, WSBA No. 23091

4 Jason A. Rittereiser, WSBA No. 43628

5 Rachel M. Emens, WSBA No. 49047

6 Henry Brudney, WSBA No. 52602

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