UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON

Anthony Stalker v. Continental Service Plan Inc.

Stalker · No. No. 2:25-CV-00089-SAB · Decided April 20, 2026

SUMMARY

The United States District Court for the Eastern District of Washington granted Continental Service Plan Inc.'s motion to dismiss Anthony Stalker's Second Amended Complaint. The court held that Stalker plausibly alleged neither injury and causation under Washington's Consumer Protection Act nor the inequitable-retention element of unjust enrichment. The case was dismissed with prejudice, and the court also granted an attorney's motion for admission pro hac vice.

CASE DETAILS

COURT	United States District Court for the Eastern District of Washington
WRITING FOR THE COURT	Stan Bastian
JURISDICTION	United States District Court for the Eastern District of Washington
DECIDED	April 20, 2026
DOCKET	No. 2:25-CV-00089-SAB
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Plaintiff's Second Amended Complaint alleging violations of the Washington Consumer Protection Act and unjust enrichment. The court granted the motion and dismissed the action with prejudice.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and draws reasonable inferences in favor of the nonmoving party, but need not accept conclusory allegations, unreasonable inferences, or allegations contradicted by properly exhibited matters. The complaint must contain sufficient factual matter to state a claim that is plausible on its face.
PRECEDENTIAL VALUE	unpublished
PARTIES	Anthony Stalker, on behalf of himself and all others similarly situated v. Continental Service Plan Inc., a New Jersey corporation

TOPICS

motions to dismiss · consumer protection · unjust enrichment · civil procedure · contracts

PRACTICE AREAS

Civil procedure · Consumer protection · Contracts · Restitution

QUESTIONS PRESENTED

1. Whether the Second Amended Complaint plausibly alleged injury to business or property and causation under the Washington Consumer Protection Act.
2. Whether the Second Amended Complaint plausibly alleged the elements of unjust enrichment.
3. Whether Plaintiff should receive another opportunity to amend after the court had previously granted leave to amend.

HOLDINGS

1. Allegations of informational injury alone, without a tangible deprivation of something more, do not satisfy the Washington Consumer Protection Act's injury-to-business-or-property requirement.
2. A CPA plaintiff must plausibly allege that the injury would not have occurred but for the defendant's unfair or deceptive act; conclusory allegations that failure to initial disclosures caused harm are insufficient.
3. An unjust enrichment claim fails where the plaintiff does not allege that the defendant retained a benefit inequitably, including where the plaintiff does not allege that the defendant was unable or unwilling to perform the contractual obligations.
4. Further leave to amend is unwarranted when the plaintiff has already been given an opportunity to amend and the amended pleading still fails to plausibly state a claim.

KEY QUOTATIONS

> *"To give fair notice and allow a defendant to effectively defend itself, a plaintiff must allege "enough facts to state a claim to relief that is plausible on its face.""* (at 2)

> *"The Court has previously held that an informational injury alone does not satisfy the CPA's injury requirement."* (at 5)

> *"Because Plaintiff has already been allowed an opportunity to amend, the Court will not grant Plaintiff leave to amend."* (at 6)

FACTUAL BACKGROUND

In 2023, Plaintiff purchased a 2023 Jeep Grand Cherokee from a Spokane dealership and purchased Defendant's Preferred Tire Care vehicle service contract in connection with the sale. Plaintiff alleged that he did not initial sections of the contract containing consumer disclosures required by Wash. Rev. Code § 48.110.075(2)(e), including information concerning a right to cancel the contract within 60 days without charge. He claimed that the lack of initialing deprived him of the opportunity to know his rights and asserted Washington Consumer

Protection Act and unjust enrichment claims, but did not allege that he failed to read the disclosures, was unaware of them, would have acted differently, or that Defendant had failed or would fail to perform the contract.

PROCEDURAL HISTORY

Plaintiff filed a putative class action after purchasing a vehicle service contract from Defendant. The court previously dismissed Plaintiff's original complaint for failure to plausibly allege injury and causation under the Washington Consumer Protection Act and unjust enrichment, granting leave to amend. Plaintiff filed an Amended Complaint and then a Second Amended Complaint. The court concluded that the Second Amended Complaint still failed to plausibly allege the required elements and dismissed it with prejudice because Plaintiff had already received an opportunity to amend.

DISPOSITION

dismissed

CASES CITED

- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Shroyer v. New Cingular Wireless Services, Inc., 622 F.3d 1035, 1041 (9th Cir. 2010)
- Usher v. City of Los Angeles, 828 F.2d 556, 561 (9th Cir. 1987)
- In re Gilead Sciences Securities Litigation, 536 F.3d 1049, 1055, 1057 (9th Cir. 2008)
- Hangman Ridge Training Stables, Inc. v. Safeco Title Insurance Co., 105 Wash. 2d 778, 786 (1986)
- Ambach v. French, 167 Wash. 2d 167, 172 (2009)
- Frias v. Asset Foreclosure Services, Inc., 181 Wash. 2d 412, 431 (2014)
- Schnall v. AT&T Wireless Services, Inc., 171 Wash. 2d 260, 278 (2011)
- Young v. Young, 164 Wash. 2d 477, 484 (2008)

OPINION

1 Apr 20, 2026 2 SEAN F. MCAVOY, CLERK 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 EASTERN DISTRICT OF WASHINGTON 9 10 ANTHONY STALKER, on behalf of 11 himself and all others similarly situated, No. 2:25-CV-00089-SAB 12 Plaintiff, 13 v. 14 CONTINENTAL SERVICE PLAN INC, a ORDER GRANTING MOTION 15 New Jersey corporation, TO DISMISS 16 Defendants. 17 18 Before the Court is Defendant’s Motion to Dismiss Plaintiff’s Second 19 Amended Complaint, ECF No. 38.

The motion was heard without oral argument. 20 Plaintiff is represented by Christopher Hogue, Shayne Sutherland, and Brian 21 Cameron. Defendant is represented by Connor Gordon, Daniel Harkins, Geoffrey 22 Godwin, Meredith Theilbahr, and Thomas Lloyd. 23 Background 24 In

2023, Plaintiff purchased a 2023 Jeep Grand Cherokee from Dishman Dodge, a motor vehicle dealership located in Spokane.

In conjunction with the sale of the vehicle, Plaintiff also purchased a “Preferred Tire Care” vehicle service contract (VSC) from Defendant. Plaintiff did not initial the specific sections of the VSC that included consumer disclosures required by Wash. Rev. Code § 48.110.075(2)(e). Plaintiff subsequently filed a class action lawsuit, alleging that Defendant violated Washington’s Consumer Protection Act (CPA) and was unjustly enriched by the sale of its VSCs.

On April 18, 2025, Defendants moved to dismiss Plaintiff’s complaint, arguing that Plaintiff failed to plausibly allege an injury and causation under the CPA, as well as unjust enrichment. The Court agreed and dismissed the complaint with leave to amend. Plaintiff filed an Amended Complaint on September 25, 2025, dismissing co-defendant Continental Insurance Company, followed by a Second Amended Complaint on November 13, 2025.

In his Second Amended Complaint, Plaintiff asserts he was deprived of the opportunity to review and know of his rights because he did not initial the § 48.110.075(2)(e) disclosures. Plaintiff alleges that but for Defendant’s failure to require him to initial the disclosures, he would have had the opportunity to know of rights such as a right to cancel the VSC within 60 days for free.

Plaintiff also asserts Defendant was unjustly enriched by accepting payment for a VSC that allegedly violated the CPA. Defendant now asks the Court to dismiss the Second Amended Complaint for failure to state a claim upon which relief can be granted. Motion Standard Fed. R. Civ P. 12(b)(6) allows a party to move to dismiss a complaint for failing to state a claim upon which relief can be granted.

To give fair notice and allow a defendant to effectively defend itself, a plaintiff must allege “enough facts to state a claim to relief that is plausible on its face.” Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007). A claim is plausible on its face when “the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009).

Dismissal may be based on either a lack of a cognizable legal theory or the absence of sufficient facts. Shroyer v. New Cingular Wireless Servs., Inc., 622 F.3d 1035, 1041 (9th Cir. 2010). When evaluating a Rule 12(b)(6) motion, a court must “presume all factual allegations of the complaint [are] true and draw all reasonable inferences in favor of the non-moving party.” Usher v. City of Los Angeles, 828 F.2d 556, 561 (9th Cir.

1987). However, the court is not required to accept conclusory allegations as true or to accept any unreasonable inferences. In re Gilead Scis. Sec. Litig., 536 F.3d 1049, 1057 (9th Cir. 2008). The Court is also not bound to accept as true allegations that contradict matters that are properly exhibited. Id. at 1055. 9 Legal Framework 10 The Washington Legislature enacted the Service Contracts and Protection 11 Product Guarantees Act, Wash. Rev. Code 48.110, et seq., with to address, “risks 12 that contract obligators will close or otherwise be unable to fulfill their contract 13 obligations that could result in unnecessary and preventable losses to citizens of 14 this state.” Wash. Rev. Code § 48.110.010.

Section 48.110.075 applies to Vehicle 15 Service Contracts (VCS) and states that a service contract must contain “a 16 conspicuous statement that has been initialed by the service contract holder and 17 discloses” six specific disclosures including a contract holder’s right to return a 18 contract. Wash. Rev. Code § 48.110.075(2)(e). 19 A violation of § 48.110.075 is a violation of the Consumer Protection Act 20 (CPA). “Any service contract holder or protection product guarantee holder injured 21 as a result of a violation of a provision of this chapter shall be entitled to maintain 22 an action pursuant to chapter 19.86 RCW…” § 48.110.140.

23 To state a private claim under the CPA, Plaintiff must allege (1) an unfair or 24 deceptive act or practice, (2) occurring in trade or commerce, (3) affecting the 25 public interest, (4) injury to a person’s business or property, and (5) causation. 26 Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash. 2d 778 27 (1986). 28 1 The first two elements may be established by showing that the alleged act 2 constitutes a per se unfair trade practice.

Hangman Ridge, 105 Wash.2d at 786. A 3 per se unfair trade practice exists when the defendant has violated a statute that has 4 been declared by the legislature to constitute an unfair or deceptive act in trade or 5 commerce. Id. The public interest element may also be satisfied per se 6 by “showing that a statute has been violated which contains a specific legislative 7 declaration of public interest impact.” Id. 8 Under the fourth element of the CPA, “business” refers to a commercial for- 9 profit enterprise or occupation.

Ambach v. French, 167 Wash.2d 167, 172 (2009). 10 “Property” encompasses one’s right to possess, use, or enjoy a determinate thing. 11 Id. The CPA does not require that a property injury be a quantifiable loss, and 12 injury can be minimal or temporary. Frias v. Asset Foreclosure Servs., Inc., 181 13 Wash. 2d 412, 431 (2014). 14 To satisfy the CPA’s fifth element, a plaintiff must show that their injury 15 would not have happened but for the defendant’s unfair or deceptive practice.

16 Schnall v. AT&T Wireless Servs., Inc., 171 Wash. 2d 260, 278, (2011). 17 Unjust enrichment is a method of recovering the value of a benefit given by 18 a plaintiff and retained by a defendant when no contractual relationship exists 19 between the parties and yet “notions of fairness and justice require it.” Young v. 20 Young, 164 Wash.2d 477, 484 (2008).

To state a claim for unjust enrichment, 21 Plaintiff must allege three elements: (1) Plaintiff conferred a benefit on Defendant; 22 (2) Defendant had knowledge or appreciation of the benefit, and (3) Defendant’s 23 accepting or retaining the benefit without the payment of its value is inequitable 24 under the circumstances of the case. Id. 25 Analysis 26 Plaintiff’s Second Amended Complaint fails to plausibly allege the fourth 27 and fifth elements of the CPA and the third element of an unjust enrichment claim.

28 The Court has previously held that an informational injury alone does not 1 satisfy the CPA’s injury requirement. Plaintiff’s allegations that he was deprived of 2 the ability to know the terms of the contract, without a tangible deprivation of 3 something more, is insufficient to state a claim under the CPA. 4 Regarding the fifth CPA element, Plaintiff offers no facts explaining how his 5 lack of initialing the § 48.110.075(2)(e) disclosures caused him harm.

Nor does 6 Plaintiff allege that he did not read the disclosures, was unaware of them, or that he 7 would have taken different actions had he known of them. Plaintiff’s allegations of 8 causation are conclusory and therefore do not meet the requirements of Iqbal and 9 Twombly. 10 Finally, the Second Amended Complaint fails to allege sufficient facts to 11 allege an unjust enrichment claim.

Plaintiff does not assert that Defendant is unable 12 or unwilling to fulfil the terms of the VSC and has not alleged that Defendant has 13 not or will not fully comply with its contractual obligations. Moreover, Plaintiff’s 14 unjust enrichment claim is premised on the VSC being void.

Because Plaintiff has 15 not alleged sufficient facts to void the VSC, Plaintiff’s unjust enrichment claim 16 fails as well. 17 In sum, Plaintiff has failed to plausibly allege the required elements of his 18 CPA and unjust enrichment claims.

Because Plaintiff has already been allowed an 19 opportunity to amend, the Court will not grant Plaintiff leave to amend. 20 // 21 // 22 // 23 // 24 // 25 // 26 // 27 // 28 // 1 Accordingly, IT IS ORDERED: 1. Defendant’s Motion to Dismiss, ECF No. 38, is GRANTED. 3 2.

The above-captioned case is DISMISSED, with prejudice. 3. Attorney Melanie Cockrum Motion for Admission pro Hac Vice, ECF 5|| No. 42, is GRANTED. IT IS SO ORDERED. The District Court Clerk is hereby directed to enter this Order, provide copies to counsel, and close the file. 8 DATED this 20th day of April 2026. 9 12 Stan Bastian 3 Chief United States District Judge 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 ORDER GRANTING MOTION TO DISMISS ~ 6