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PRECEDENTIAL VALUE	unpublished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)