

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

CHELSEA BLINK, *on behalf of herself and
all others similarly situated*,
457 Luray Place NW
Washington, DC 20010

Plaintiff,

v.

**WP COMPANY LLC d/b/a THE
WASHINGTON POST**
1301 K Street NW
Washington, DC 20005

SERVE:
CT CORPORATION SYSTEM
1015 15th Street NW, Suite 1000
Washington, DC 20005

Defendant.

Case No.

Judge:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

I. INTRODUCTION

1. The Washington Post (“The Post”) is one of the most influential newspapers in the United States, particularly when it comes to politics. From Watergate to its brave coverage of the brutal murder of its journalist Jamal Khashoggi, its legacy as an award-winning paper that speaks truth to power earned it a massive worldwide base of dedicated readers.

2. Over the last two decades, The Post’s loyal readership base allowed it to flourish and grow during a period when hundreds of newspapers and reporting outfits have shuttered. Since 2013, when billionaire Jeff Bezos acquired the newspaper, The Post has invested heavily in technology and digital subscriptions, transforming its website into a high-performing digital platform at www.washingtonpost.com (the “Platform”). The Platform was successful: interested readers came to The Post for news, sports, politics, entertainment, lifestyle, technology, business, and local coverage. Following the 2016 Presidential election, The Post experienced a massive

increase in monthly and annual subscriptions from readers (“Subscribers”), leading to an expansion of political reporting and online offerings and increased growth in revenue.

3. Over time, as the Platform exploded in popularity, The Post’s sales of print editions declined, subscriptions for home delivery waned in favor of online subscriptions, and it focused its efforts solely on the Platform. Through the Platform, The Post received predictable revenue, powered by consistent readership numbers and increased site traffic (e.g., page views and time on the Platform). Subscribers understood that their subscription data would be used only for limited, mutually beneficial purposes, such as sharing Subscriber zip codes to relay relevant advertisements.

4. Through the Platform, surveillance came first. Beginning in the mid-2010s, and unbeknownst to Subscribers, the Post covertly harvested their personal data through their phones, computers, or tablets, collecting, aggregating, and analyzing deeply personal information that it would later weaponize to determine how much more money it could extract from each Subscriber to maximize its profits.

5. The more loyal a reader became, the more data The Post could gather to estimate how much more that person might tolerate paying at renewal. Rather than rewarding loyalty, The Post’s system converted Subscribers’ engagement into leverage against them. Longtime Subscribers would end up paying more than new customers simply because the company knew more about them.

6. After gathering sufficient surveillance, the Post experimented with pricing and paywalls as it gathered and built Subscribers’ profiles to understand their willingness to pay, layering in demographic and professional data drawn from user profiles and capturing detailed records of content interaction. By 2024, the surveillance infrastructure had matured into something comprehensive – and began leveraging the surveillance pricing – offering different prices to Subscribers based on their demographics, reading habits, and other behavioral signals.

7. The Post turned the ordinary habits – reading the morning headlines, checking an election update, following a favorite columnist – into a pricing profile. Activities readers would view as private became inputs in a profit model.

8. Left to its own devices, The Post would have never disclosed its surveillance pricing practices. However, in spring of 2025, the State of New York required companies that set prices using algorithms based on consumers’ personal data to disclose that fact to consumers. The law took effect in the fall of 2025. Consequently, in March 2026, The Post finally disclosed as such in a renewal email, stating that it used personal data, gathered from Subscribers, to set the prices.

9. Naturally, outrage followed. As one Subscriber explains: “The price hike is one thing, but I think the problem people have with this is the use of subscribers data to determine how much. If it was a 10% increase across the board - okay that sucks, but expected, however you getting a 15% increase while your neighbors get a 10% increase based on an algorithm looking at your personal data is ***** up. If you went to a grocery store and the person in front of you paid \$2 for a loaf of bread while you paid \$4 for the same bread with the difference only being their browsing habits how would you feel?”¹

10. That sense of unfairness became even more powerful when customers compared notes on their pricing publicly. One frustrated user described seeing a renewal jump from \$170 to \$260, cancelled in response, then later clicked a link to an article and was shown a new subscription offer again, referencing the old lower annual price. Another person immediately asked: “Why was yours \$170 originally . . . I managed to get a \$60 deal.”

11. The Post has been monitoring usage and implementing this pricing practice, often referred to as “surveillance pricing” since at least December 2024, at which point not a single Subscriber was aware of The Post’s surveillance pricing or secret harvesting of Subscriber data.

¹ *Jeff Bezos owned Washington Post readers were notified via email that their subscription rates are being raised using readers data. At the bottom of the email you’ll find an asterisk and the following: “This price was set by an algorithm using your personal data.”* REDDIT, r/Fauxmoi (Mar. 15, 2025) [comment by @notapunk].

12. This practice of using personal data to set prices is known as surveillance pricing and has been widely condemned by regulators and advocates as unfair and deceptive. The Post’s surveillance pricing practice is no different, as it turns the Subscriber relationship into a covert data-harvesting operation. While Subscribers believed they were reading the news under the terms they agreed to, The Post was secretly profiling their behavior, tracking what they read, when, and how often, to build individualized models of each Subscribers’ habits and vulnerabilities. It then deployed that profile against the very person it was built from, using it to determine what to charge.

13. The law does not allow this conduct. State attorneys general across the country along with the Federal Trade Commission have begun investigating companies that engage in “surveillance pricing” (also referred to as “algorithmic pricing”) using consumer personal information instead of market forces to set individualized prices. Regulators are making it abundantly clear that using opaque algorithms fueled by sensitive data to target consumer pricing implicates consumer protection and privacy laws. Here, The Post’s collection of data to build discriminatory pricing systems is precisely the kind of conduct state attorneys general and the FTC have targeted as unlawful.

14. Plaintiff Chelsea Blink is one of millions of such Subscribers affected by The Post’s covert data-harvesting practices. Like other readers, she accessed The Post’s Platform with the expectation that reading the news was a private activity, and that any subscription pricing would be transparent and uniform. She was unaware that: (1) The Post was informed by her personal data in setting the price she paid and/or would pay when renewing her subscription; and (2) during her enjoyment of that subscription, The Post gathered and analyzed her data as part of The Post’s ongoing efforts to refine its data-driven profiling and pricing schemes. Had Ms. Blink known that her personal information would be collected and used for surveillance pricing, algorithmic pricing, and other potential uses, she would not have agreed to such practices, would have sought to limit or prevent such data collection, or would have declined to subscribe to The Post altogether.

15. The full impact of The Post’s data harvesting is not yet publicly known. Thus, Subscribers are left in the dark as to how their data – beyond Subscriber status – is actually being

used to define the terms of their engagement with the Platform going forward. What is known however is that The Post has at its disposal a vast trove of data – gathered over the years illegally and without knowledge or consent from the Subscribers – and it can and does use that personalized behavioral data to make individualized decisions on pricing and access to the Platform.

16. In December 2025, The Post implemented a new Privacy Policy, in which it claimed the right to go beyond its Platform, gather Subscriber information, analyze cookies and browsing activity, and compile comprehensive profiles of its Subscribers. These profiles go beyond Subscribers’ reading habits and include their engagement patterns, behaviors, preferences, demographic data, income, users preferences and characteristics, internet and browsing activity, location data, device information, and more. And because its Privacy Policy claims to authorize The Post to use information from its “affiliates,” The Post may have been accessing information from other Bezos-owned companies, such as Amazon.com (“Amazon”) account profiles, particularly for those who took advantage of The Post’s subscription promotions and account linking services on Amazon. Thus, The Post is building detailed profiles that could be used to assess, segment, and monetize readers through individual pricing and throttled content – in ways that unlawfully utilize protected characteristics in pricing and access to the Platform.

17. While someone might recognize that a company may use browser cookies or some general information to provide consumers with desired products, Subscribers do not expect that the vast trove of their personal data would be used against them to set unfavorable, higher prices based on their demographic characteristics or behaviors. Nor would they expect such collection to transform into a profiling system designed to predict their economic value. Had this information been disclosed before subscribing and while using the site, reasonable consumers would have acted differently, by either refraining from subscribing, reducing their use of the Platform, or taking steps to minimize data that would be available to The Post, such as using alternate email addresses for account purposes, or clearing browser history. Subscribers might have also reconsidered whether the value of the subscription fees was fair based on The Post’s data harvesting in addition to collecting fees.

18. Plaintiff brings this action on behalf of herself, and all similarly situated consumers for restitution, statutory damages, injunctive relief requiring Defendant to accurately disclose its data practices and cease its undisclosed surveillance pricing, and attorneys' fees and costs as provided under the District of Columbia's Consumer Protection Procedures Act ("CPPA").

II. PARTIES

19. Plaintiff Chelsea Blink is a resident of Washington, DC.

20. Defendant WP Company d/b/a The Washington Post is a privately held American newspaper and digital media company incorporated in Washington, D.C., with its principal place of business in Washington, D.C.

III. JURISDICTION AND VENUE

21. This Court has personal jurisdiction over The Post because it is headquartered in this District, conducts significant business transactions in this District, and the unlawful conduct alleged in the Complaint occurred in, was directed to, and/or emanated from this District.

IV. FACTUAL ALLEGATIONS

A. The Washington Post operates a subscription-based website, offering access to content in exchange for subscription fees, website traffic, and basic data needed to offer the service.

22. The Washington Post is an American newspaper and digital media company, headquartered in Washington, D.C. Founded in 1877, it is widely known for its in-depth coverage of U.S. politics, federal government, international affairs, and local news.

23. For over a century, The Post operated under a traditional newspaper model, deriving the majority of its revenue from print subscriptions and advertising. In June 1996, The Post transitioned into the digital space by launching its official website, www.washingtonpost.com, initially offering its online content free of charge to attract a broad audience. Each visit to its website conferred a benefit on The Post, as higher volume website traffic increased advertising revenue, including the rates The Post could charge advertisers.

24. Nearly two decades later, in June 2013, The Post began monetizing its Platform by introducing a paid subscription model. Under this model, Subscribers were charged \$9.99 monthly for unlimited access; those who did not subscribe still had limited access, but some content was hidden behind a paywall.

25. That same year, billionaire Jeff Bezos, founder of Amazon, purchased The Post for \$250 million and acquired control of the entire news institution.

26. Following both the introduction of the paywall and the change in ownership, The Post steadily expanded its subscription and access strategies. It adjusted how many free articles non-Subscribers could read, lifted paywalls for selected partner-content, built access through third-party platforms such as Amazon, and offered promotional subscription discounts.² Through these changes, The Post implemented tracking technologies on its website and digital platforms to monitor user activity and collect user data.

27. Subscribers understood the simple bargained-for-exchange: access to The Post in exchange for traffic to The Platform, along with the routine collection of basic technical data necessary to run a website, such as IP address, browser type, and general location. Subscribers did not understand they were entering a long-term and significantly broad in scope surveillance arrangement – monitor all users’ data, including behavioral data, purchasing data (e.g. from Amazon), demographic data and more.

² WashPostPR, The Washington Post Partner Program Signs on Nearly 100 Newspapers, *Wash. Post* (May 28, 2014), <https://www.washingtonpost.com/pr/wp/2014/05/28/the-washington-post-partner-program-signs-on-more-than-100-newspapers/> (last accessed March 17, 2026); Victor Luckerson, Jeff Bezos Makes His First Major Move at the Washington Post, *Time* (Mar. 19, 2014), <https://time.com/30243/jeff-bezos-makes-his-first-major-move-at-the-washington-post/> (last accessed March 17, 2026); Sarah Perez, Amazon Prime Members Can Now Get The Washington Post Free For 6 Months, *Tech Crunch* (Sept. 16, 2015) <https://techcrunch.com/2015/09/16/amazon-prime-members-can-now-get-the-washington-post-for-free-for-6-months/> (last accessed March 17, 2026).

B. For years, the Washington Post has covertly built profiles on its own Subscribers.

28. Years before disclosing a single word of disclosure in any Privacy Policy, The Post was watching its Subscribers. Every article a Subscriber opened from mid-2010, they were monitored. Every story they skipped, every headline they paused on; The Post recorded it. Where they lingered. When they left and came back. What device they used. Where they were located. For Subscribers who activated their accounts through Amazon, the surveillance was even more detailed, collecting information on their purchasing habits and tying them to their Post profile. The Post built these detailed, individualized profiles of its Subscribers to determine exactly how much money it could extract from each Subscriber.

29. By 2024, the surveillance had matured into something comprehensive – Subscriber dossiers were collected not just from the Platform itself but other third parties. For instance, for those who activated subscription from a lucrative offer on Amazon, the Post collected their comprehensive Amazon profiles including purchasing habits, app usage data, demographic information and other personal information, connecting them to the specific Subscriber profiles.

30. Subscribers had no idea this was happening and had no reason to suspect that their reading habits and other personal information were being studied.

31. In December 2024, The Post deployed its “smart metering” model, a model designed to monitor Platform usage, limit access, and push visitors towards paid subscriptions.³ When The Post announced its transition to smart metering, it did not say that the system was designed on the Subscriber surveillance it had been quietly building for years. The smart metering model worked because the Post already knew in granular detail how each Subscriber used the Platform, how often they returned, what they valued, and how far they could be pushed.

32. The Post continued to feed its personalized pricing algorithm, setting subscription renewal prices based on each Subscriber’s personal behavioral profile. Subscribers were never told

³ Janith Weerasinghe, How the Washington Post Uses Smart Metering to Target Paywall, *Medium* (Dec. 10, 2024), <https://washpost.engineering/how-the-washington-post-uses-smart-metering-to-target-paywalls-8fc18a1961d6> (last accessed March 17, 2026).

that the price they would be charged at renewal was a number calculated specifically for them, rather than a market rate. They were not told that this number was derived from everything The Post had secretly learned about their habits and calibrated to extract the maximum amount it believed each Subscriber would tolerate paying.

33. Evidence indicates that surveillance pricing was already at work by late 2024. On Reddit, in November 2024, a Subscriber vented that her annual subscription suddenly jumped from \$42/year to \$170/year – a 300% increase with no explanation. Others chimed in. The numbers told a striking story: one Subscriber was paying “.99/month,” another “\$.50 a week,” another “\$20/year.”⁴ They were paying for the same product while receiving widely different offers – not one of them understood. Some speculated that the low introductory rates were simply trial offers designed to get people in the door. That theory was quickly put to the test. One Subscriber paying \$.99/month decided to cancel and was immediately offered \$3/month instead. The offer confirmed what speculation had missed: this was not a trial. This was a system that had assessed what each Subscriber was worth, started them at a price designed to secure their commitment, and then recalibrated the moment it sensed they might leave. The Post was running experiments on its own paying Subscribers without their knowledge, consent, or a word of disclosure.

34. On May 9, 2025 the State of New York forced The Post’s hand: it enacted the Algorithmic Pricing Disclosure Act, requiring any company that sets prices using an algorithm based on consumers’ personal data to disclose that fact plainly to consumers. The law took effect on November 10, 2025.

35. Three months after the law took effect, The Post finally announced – buried in pages of its privacy policy and an email– its surveillance pricing practices. In March 2026, the Post sent a subscription renewal email to subscribers. Buried in fine print at the bottom of the email, in a single sentence: THIS PRICE WAS SET BY AN ALGORITHM USING YOUR PERSONAL

⁴ *Jump in Wash Post Subscription Price*, REDDIT, [r/TheWashingtonPost, https://www.reddit.com/r/TheWashingtonPost/comments/1gm4vlr/jump_in_wash_post_subscription_price/](https://www.reddit.com/r/TheWashingtonPost/comments/1gm4vlr/jump_in_wash_post_subscription_price/) (last visited May 14, 2026).

DATA. The Post provided neither context nor acknowledgment of how long it had been using these practices. It also did not provide an opt out option for Subscribers. In fact, The Post did not even provide a definition to inform its Subscribers of what it was even disclosing.

36. Personalized algorithm pricing, often referred to as surveillance pricing, uses a consumer’s personal information to set individualized prices, meaning consumers buying the same product at the same time may be offered different prices. Unless disclosed, such pricing is invisible to consumers who typically cannot compare prices with each other.

37. A month after the New York law went into effect and a few months before informing Subscribers, The Post updated its Privacy Policy to formally describe for the first time the scope of data it had been collecting. That policy catalogues the extensive categories of readers’ personal and behavioral information gathered— demographic, professional information, reading habits, clicks, shares, device, and browser data, location information, and behavioral signals including scrolling patterns and cursor movements⁵ (“Reader Data”).

But the Privacy Policy was merely a retroactive account of practices The Post had never disclosed and failed to memorialize in years prior.

C. Subscribers were not warned and did not reasonably expect that their data would be harvested and used against them.

38. When The Post’s surveillance pricing practices came to light in March 2026, the online reaction was immediate. Subscribers who scrolled to the bottom of the email were surprised to discover the new price had been determined by a personalized algorithm as this had never been disclosed, at time of subscription, nor during the subscription cycle. The anger that has followed is consistent with earlier patterns of Subscriber response to betrayals by The Post. The newspaper has already lost thousands of Subscribers in the past few years based on its controversial actions; 300,000 subscribers after Bezos blocked a presidential endorsement for Kamala Harris in late 2024, 75,000 subscribers after Bezos announced that he would radically overhaul the paper’s

⁵ <https://www.washingtonpost.com/privacy-policy/> (last visited June 10, 2026).

opinion pages to reflect libertarian views in February 2025, 60,000 subscribers after Bezos laid off hundreds of journalists in early 2026.⁶ Each time The Post has prioritized its own interests over its Subscribers' trust, Subscribers have protested with their wallets, cancelling subscriptions at significant rates. The lack of disclosure regarding surveillance pricing meant Subscribers never even knew it was happening.

39. There were multiple ways in which Subscribers were misled regarding The Post's substantially increased data-harvesting as well as surveillance pricing scheme.

40. **First, The Post never disclosed to Subscribers what data it was collecting, how extensively it was collecting it, or what it would be used for.** Prior to March 2026 email disclosure, Subscribers received no warnings, either at the point of subscription, during use of the Platform, or any other time, that The Post was harvesting data of the scope described in this Complaint, including reading patterns, content preferences, device type, location, and engagement history. Nor were Subscribers told that any such data would be used to set their individual subscription prices. Subscribers had no basis to understand that the price they would be charged upon renewal was an individualized figure derived from their personal harvested data rather than a market rate.

41. **Second, even Subscribers who sought out and reviewed The Post's Privacy Policy would not have found that The Post was authorized to carry out these practices.** The Privacy Policy, linked only at the bottom of The Post's website, represented that data collection served conventional and limited purposes: analytics, advertising, and service delivery. The Privacy Policy never indicated that The Post would be collecting and using Subscribers' personal data to set individualized subscription prices and that Subscribers who provided their data to The Post would likely see their subscription prices increase.

⁶ David Folkenflik, Bezos' changes at 'Washington Post' lead to mass subscription cancellations – again, *NPR* (Feb. 28, 2025), <https://www.npr.org/2025/02/28/nx-s1-5312819/washington-post-bezos-subscriptions-cancellations> (last accessed April 23, 2026); Cristiana Couceiro, How Jeff Bezos Upended The Washington Post, *New York Times* (Mar. 14, 2026), <https://www.nytimes.com/2026/03/14/business/media/washington-post-jeff-bezos-layoffs.html>.

42. **Third, Subscribers reasonably believed that their subscription fees represented the full extent of what The Post was taking from them.** A Subscriber to a paid publication understands that the fees he or she pays in exchange for the product or service completes the exchange. A reasonable consumer would not believe that in addition to paying for a subscription, The Post would harvest their data in order to benefit itself through determining which Subscribers would see increased subscription prices. The Post's failure to make this clear to Subscribers was material to Subscribers who would not have limited the information they provided to The Post if they knew this information would be used to maximize The Post's revenue at their expense. While many consumers may understand that free services, such as social networking and search sites, may gather information from users to pay for the service, a reasonable consumer would not suspect that a paid news site, like The Post, would gather this information from its Subscribers in order to increase subscription prices for certain Subscribers.

43. **Fourth, Subscribers paid subscription fees and entered a defined bargain with The Post in exchange for access to its content.** This exchange was the entirety of the bargain as it was presented to Subscribers. What they did not agree to, and had no reason to anticipate, was that their performance of the agreement itself would become a source of value extracted for The Post's exclusive benefit. Each visit to the Platform generated behavioral data that The Post harvested through embedded tracking technologies, augmented by third-party data sources, and aggregated into individualized profiles of Subscriber habits and preferences. The Post used that data and converted it into an AI surveillance pricing model designed to identify and capture each individual Subscriber's maximum willingness to pay.

44. The Post's obtained benefit from the personalized data was entirely outside the contract: neither disclosed as a term of the subscription relationship nor provided for by any agreement to which Subscribers assented. Subscribers, in comparison, did not receive any additional value from this arrangement.

45. Throughout this period, The Post maintained a publicly available Privacy Policy describing how it collects and uses consumer data.

46. The Privacy Policy represented that readers' information would be used for purposes such as providing services, personalizing and improving the platform, and delivering advertising. Naturally, no reader of The Post expected that the collected data was used to compile comprehensive profiles about them to be then used to discriminate against users based on their deeply personal characteristics and implement discriminatory pricing algorithms. Had they known about such uses, they would not have accessed, read, or subscribed to The Post, or at the very least, they would have opted out of such broad use of their information.

47. The Post did not disclose that Subscribers' data would be used to develop individualized pricing models or to determine based on their habits the highest price each specific user would be willing to pay.

48. The Post also did not provide users with any meaningful opportunity to opt out of material changes to its data practices while continuing to use its services.

The Post has never disclosed any use of algorithm pricing in any previous offers.

D. Facts Specific to Plaintiff Chelsea Blink

49. Plaintiff Chelsea Blink has been a Subscriber to The Post since approximately December 2016. She resides in Washington, DC and accesses the Platform daily through either the mobile browser or computer browser.

50. Ms. Blink first subscribed to The Post for access to its journalism and local content. She has consistently maintained a subscription ever since, with limited exceptions.

51. Between 2016 and 2019, Ms. Blink subscribed on an annual basis.

52. During periods when Ms. Blink did not maintain a personal subscription, she accessed The Post through her employer, a Member of Congress, which provided institutional access.

53. She started her subscription again on January 7, 2024. Her most recent annual subscription was purchased on January 6, 2026, for \$148.40 and remains active through January 2027.

54. Since becoming a Subscriber, Ms. Blink has paid The Post hundreds of dollars in subscription fees. Ms. Blink is a heavy and engaged user of the Platform. She reads The Post daily, accessing articles across topics including local coverage, politics, national news, and international news. She accesses The Post through her mobile browser and computer browser and has done so consistently throughout her subscription.

55. As a Subscriber, Ms. Blink was among those affected when The Post discontinued its print magazine in 2022, migrating Subscribers like Plaintiff to digital-only access.

56. Ms. Blink subscribed to The Post because she valued access to its journalism and understood the transaction to be straightforward: she would pay a subscription price and receive access to the Platform's content.

57. Ms. Blink's subscription was set to automatically renew each year. On December 4, 2025, she received an email informing her that "as part of [The Post's] commitment to providing the most comprehensive coverage, we're updating our prices" and her subscription would increase to \$140 annually, with applicable sales tax.

58. At no point during any enrollment or renewal did Ms. Blink see any warning, notice, disclosure, or indication that: (1) The Post was collecting detailed behavioral data from her use of the Platform beyond basic technical information necessary to deliver the service; (2) any such data would be used to set her individual subscription price; or (3) surveillance pricing model existed and would be applied to determine what she would be charged.

59. Ms. Blink never saw any such warning at the point of subscription, at any point during her use of the Platform, or at any time prior to the March 2026 public disclosure found in subscribers' emails.

60. Nor would Ms. Blink have found any such disclosure had she sought one out. The Post's Privacy Policy, accessible only via a link at the bottom of its webpage and never presented to her as a term she was required to review or accept, made no mention of using Reader Data to set individualized prices. It addressed data collection in general terms (analytics, advertising, service delivery) while silent on the pricing use of that data.

61. In 2024, Ms. Blink paid \$42.40 per year for what The Post refers to as a Core Subscription. A Core Subscription includes unlimited content access on The Post website using any web browser. On January 7, 2025, Ms. Blink paid \$127.20. Her most recent subscription was purchased for \$148.40.

62. Ms. Blink is an attentive consumer who makes deliberate decisions about her subscription based on The Post's conduct. In 2025, Ms. Blink considered canceling her subscription in protest after The Post declared that its opinion pages would be solely free market libertarian views. Nevertheless, she continued to subscribe to support the hard-working journalists at The Post. In January 2026, Ms. Blink cancelled her subscription again after The Post conducted a mass termination of its journalism staff. On both occasions, Ms. Blink acted promptly and deliberately in response to conduct she found inconsistent with the terms of her relationship with The Post.

63. Ms. Blink enrolled in and renewed her subscription to The Post to obtain access to its journalism at the price presented to her at the time of purchase. In the course of enrolling and renewing, The Post unfairly and deceptively failed to inform her that: (1) it was collecting detailed personal and behavioral data from her use of the Platform, including her reading patterns, content preferences, device type, and location; and (2) it was using that data to set individualized subscription prices through a model designed to determine the maximum amount each Subscriber could be made to pay. At the same time, The Post advertised and presented its subscription as a standard content-for-payment transaction when it knew that its surveillance pricing model meant that the price any given Subscriber would be charged was not a market rate but an individualized figure derived from covert surveillance of that Subscriber's behavior and personal characteristics. Had The Post truthfully and fairly disclosed its data collection and pricing practices, Ms. Blink would not have subscribed on the terms she did.

V. CLASS ACTION ALLEGATIONS

64. Plaintiff incorporates and realleges the above paragraphs.

65. Plaintiff brings this action as a class action pursuant to D.C. Superior Court Rule of Civil Procedure 23 (“Rule 23”) including Rule 23(a), Rule 23(b)(2), and Rule 23(b)(3), on behalf of the following Classes:

66. The proposed **Class** is defined as:

All current and former Subscribers who, while residing in Washington, DC, purchased a subscription to The Post at any point during the applicable statute of limitations and who maintained an active subscription at any point when The Post was gathering data for its surveillance pricing model.

67. The proposed **Subscription Pricing Subclass** is defined as:

All members of the Class who purchased a subscription to The Post on or after The Post implemented its surveillance pricing model.

68. Excluded from the Classes are: (a) The Post and any of its members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; (b) class counsel and their employees; and (c) the judicial officers and Court staff assigned to this case and their immediate family members.

69. This action has been brought and may properly be maintained on behalf of the Classes proposed here under the prerequisites of Rule 23.

70. Ascertainability: The Class can be readily identified through The Post’s records and databases.

71. Numerosity: The Class is sufficiently numerous such that individual joinder of all Class members is impracticable. The Post has, at minimum, hundreds of thousands of paid subscribers, as well as millions of registered and non-registered users, a substantial portion of whom reside in the United States.

72. Commonality and Predominance: This action involves common questions of law and fact, which predominate over any questions affecting only individual Class members, including, without limitation:

- a. Whether The Post engaged in the wrongful conduct alleged above;
- b. Whether the actions of The Post violate statutory and common law;
- c. Whether The Post violated District of Columbia law by failing to disclose the actual use of data as listed in the Policy;
- d. Whether The Post violated any agreement with its users in gathering and using user data in order to determine personalized pricing;
- e. Whether the information used in surveillance pricing was outside the scope allowed under The Post's Privacy Policy;
- f. The nature, extent, policies, and procedures of the Washington Post for using individualized data to drive surveillance pricing;
- g. Whether The Post's use of user data for surveillance pricing was unlawful; and,
- h. Damages suffered by Plaintiff and the class members due to The Post's unlawful actions.

73. Typicality: Plaintiff's claims are typical of the other Class members' claims because Plaintiff and each of the other Class members were Subscribers to the Washington Post.

74. Adequacy of Representation (Rule 23(a)(4)): Plaintiff is an adequate Class representative because her interests do not conflict with the interests of the other Class members whom she seeks to represent. Plaintiff intends to vigorously prosecute this action, and Class members' interests will be fairly and adequately protected by Plaintiff and her chosen counsel. Plaintiff has retained counsel that is competent and experienced in complex class actions and other consumer protection and data privacy litigation, and Plaintiff's counsel will devote the time and financial resources necessary to vigorously prosecute this action. Neither Plaintiff nor her counsel have any interests adverse to the Class.

75. Superiority: A class action is superior to individual adjudications because joinder of all class members is impracticable, would create a risk of inconsistent or varying adjudications, and would impose an enormous burden on the judicial system. The amount-in-controversy for each individual class member is likely relatively small, which reinforces the superiority of

representative litigation. As such, a class action presents far fewer management difficulties than individual adjudications, preserves the resources of the parties and the judiciary, and protects the rights of each class member.

76. Declaratory and Injunctive Relief (Rule 23(b)(2)): The Post acted or refused to act on grounds generally applicable to Plaintiff and the other Class members, such that final injunctive and declaratory relief is appropriate with respect to the Class as a whole.

COUNT I

VIOLATIONS OF THE DISTRICT OF COLUMBIA CONSUMER PROTECTION PROCEDURES ACT

D.C. Code § 28-3901, *et seq.*

(On Behalf of Plaintiff and the Classes Against Defendant)

77. Plaintiff reasserts, realleges, and incorporates by reference all of the paragraphs of this Complaint.

78. The District of Columbia enacted the Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.*, to protect consumers from unfair and misleading business practices and to provide consumers with proper redress of grievances.

79. Any consumer harmed by a CPPA violation may recover \$1,500 per violation or treble damages per occurrence, whichever is greater, punitive damages, attorneys’ fees, and other appropriate relief.

80. Plaintiff Blink is a consumer under the CPPA because she subscribes to The Post’s digital content for personal use, and not for resale.

81. The Post is a merchant and subject to liability under the CPPA because it regularly provides consumer goods and services, namely digital news content and subscription access to consumers such as Plaintiff and the Class members.

82. The CPPA prohibits a wide variety of unfair and deceptive trade practices perpetrated against consumers.⁷ The practices prohibited include engaging in *any* unfair or deceptive trade practice, whether or not any consumer is, in fact, misled, deceived, or damaged by the practice.⁸ D.C. Code § 28-3904 contains a non-exhaustive list of unfair and deceptive trade practices making it unlawful to:

- (e) misrepresent as to a material fact which has a tendency to mislead;
- (e-1) represent that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law;
- (f) fail to state a material fact if such failure tends to mislead;
- (f-1) use innuendo or ambiguity as to a material fact, which has a tendency to mislead.

83. A trade practice that violates any statute, regulation, rule of common law, or other law of the District of Columbia is an unfair or deceptive trade practice.⁹ D.C. Code Ann. § 28-3905(b)(1)(B).

The Post engaged in unfair conduct in violation of the CPPA

84. With respect to its practices for covertly harvested personal data (including Subscribers' subscription history, reading patterns, content preferences, and information obtained from their activity on other websites), The Post violated the CPPA as to Plaintiff and the Classes when it engaged in the following unfair trade practices:

Subcount A: Unfair Acts Relating to Surveillance Pricing

85. In violation of D.C. Code § 28-3904's prohibition on unfair acts, The Post violated the CPPA as to the Subscription Pricing Subclass in using subscription prices that were not market-rate or standard offers, but rather were generated by a surveillance pricing model built from covertly harvested personal data specific to the individual subscriber. And by continuing that practice, The Post violates and continues to violate that prohibition as to the Class, threatening future harm.

⁷ D.C. Code Ann. § 28-3904.

⁸ *Id.*

⁹ D.C. Code Ann. § 28-3905(b)(1)(B).

86. The practice of using subscription prices that were not market-rate or standard offers, but rather were generated by a surveillance pricing model built from covertly harvested personal data specific to the individual Subscriber caused substantial harm. Subclass members paid prices shaped by information asymmetry – The Post used its superior market power and extensive access to data to set individualized prices on a take-it-or-leave-it basis. And because The Post’s access to personal data survives any termination of subscriptions, the practice puts Class members and Subclass members at risk of future substantial harm, including paying higher prices in the future, even if they elect to let their subscriptions lapse in the short term.

87. The harm includes the fact that the information asymmetry leaves Class and Subclass members vulnerable to exploitative pricing. They not only cannot negotiate, but Subclass members did not have, and Class members will not have, comparable access to data or the ability to view a market rate to which they can compare the rate that is being offered to know if it is fair or reasonable. Unlike normal market pricing, by which a consumer can ascertain whether a product is being offered at a discount or surcharge, Subclass members cannot make and Class members will be unable to make informed decisions as to whether a product is a good deal.

88. Subclass members could not reasonably avoid this practice, and Class members cannot be expected to reasonably avoid this practice in the future. Because The Post reports on a variety of local and national news stories of significance to Subscribers, the practice has made Class members highly susceptible to price gouging and access restrictions calibrated to their own profiled vulnerabilities. Class members who terminate their subscriptions may not be able to reasonably avoid subscribing to The Post in the future. The Post may publish exclusive content on matters material to their livelihoods, health care decisions, children’s schooling, or other critical content. Class members may also need to acquire access to stay abreast of important public safety matters, such as weather emergencies or national security concerns. Class members thus will not be able to reasonably avoid paying subscription prices that have been set using their covertly harvested personal data, and may suffer disproportionate harm if their personal data is used to increase the price of access at a time when it is most critical.

89. Moreover, because of the breadth of personal data collected, Class members also face realistic threats that protected characteristics, such as their race, gender, national origin, or religion, are used in setting prices in the future.

90. The Post's unfair act of using subscription prices generated by a surveillance pricing model built from covertly harvested personal data specific to the individual Subscriber is not outweighed by any commensurate benefit to consumers or competition. There is no evidence that The Post's abuse of its market power and informational advantages results in lower costs to consumers or promotes competition, much less that any hypothetical benefit outweighs the harms to consumers.

Subcount B: Unfair Acts Related to Covert Data Harvesting

91. In further violation of D.C. Code § 28-3904's prohibition on unfair acts, The Post violated the CPPA as to the Class by covertly harvesting Class members' personal data for years, which it would use to increase its profits, by, including but not limited to, setting individualized prices on future subscriptions.

92. This practice caused substantial harm to Class members, each of whom was subject to an invasion of their privacy and loss of their data for The Post's financial gain. Given the breadth of information collected, including Subscribers' subscription history, reading patterns, content preferences, information obtained from their activity on other websites, location data, demographic information, and other private or protected data, the invasion and loss was substantial.

93. There is no countervailing benefit to consumers or competition produced by the practice of covertly harvesting Class members' data for The Post's financial gain. There is no evidence that data harvesting results in lower costs or higher quality subscription service; even if there were such evidence, there is no evidence that is outweighed by the harms or that doing so covertly is necessary to achieve such benefit.

94. Class members could not have reasonably avoided the injury as they did not know the extent of the data collection, nor that it would be used for The Post's financial benefit, including setting individualized prices on future subscriptions.

The Post engaged in deceptive conduct in violation of the CPPA

95. With respect to its practices for covertly harvested personal data (including Subscribers' subscription history, reading patterns, content preferences, information obtained from their activity on other websites, location data, demographic information, and other private or protected data), The Post violated the CPPA as to Plaintiff and the Classes when it engaged in the following deceptive trade practices:

Subcount C: Deceptive Acts in Violation of D.C. Code § 28-3904(e)

96. In violation of D.C. Code § 28-3904(e)'s prohibition on misrepresenting a material fact which has a tendency to mislead, The Post violated the CPPA as to the Class by misrepresenting the nature of the subscription transaction as one that would cost the advertised rate, when in fact, the true cost of the subscription was the advertised rate plus the covertly harvested personal data The Post would collect from them during the course of their use of the Subscription, which it would use to increase its profits, by, including but not limited to, setting individualized prices on future subscriptions. In so doing, The Post presented the cost of the subscription as the only cost the Class member would pay, when in fact the subscription obligated Class members to provide additional valuable consideration in the form of covertly harvested personal data. The Post violated this section of the CPPA each time it failed to disclose this information at the point of sale (when Class members subscribed or renewed on the Platform) and when making related offers (including those on its Platform and in emails and other communications to inform Class members of subscription offers and renewal rates and terms). Throughout the course of their subscriptions, The Post reinforced Class members' expectations by failing to disclose this information at points of access to the Platform.

97. In violation of D.C. Code § 28-3904(e)'s prohibition on misrepresenting a material fact which has a tendency to mislead, The Post violated the CPPA as to the Subscription Pricing Subclass by misrepresenting the nature of the subscription transaction, by presenting the price as a market-rate or standard offer, when in fact that price was generated by a surveillance pricing model built from covertly harvested personal data specific to that Subclass Member. The Post

violated this section of the CPPA each time it failed to disclose this information at the point of sale (when Class members subscribed or renewed on the Platform) and when making related offers (including those on its Platform and in emails and other communications to inform Class members of subscription offers and renewal rates and terms).

Subcount D: Deceptive Acts in Violation of D.C. Code § 28-3904(f)

98. The Post violated D.C. Code § 28-3904(f)'s by failing to disclose that it was secretly harvesting Class members' personal data - including reading patterns, content preferences, demographics, off-platform browsing activity, and more - and using that data against Subscribers to increase The Post's profits, including setting individualized prices on future subscriptions based on subscribers' personal characteristics. That omission was material: no reasonable Subscriber expects that reading the news means that their personal data would be turned against them - or that algorithm setting the price may be drawing on their race, religion, gender, political views, or national origin.

99. In further violation of D.C. Code § 28-3904(f)'s prohibition on the failure to state a material fact if such failure tends to mislead, The Post violated the CPPA as to the Subscription Pricing Subclass each time it failed to disclose that the subscription price was not a market-rate or standard offer, but rather generated by a surveillance pricing model built from covertly harvested personal data specific to that Class member. The Post violated this section of the CPPA each time it failed to disclose this information at the point of sale (when Class members subscribed or renewed on the Platform) and when making related offers (including those on its Platform and in emails and other communications to inform Subscribers of subscription offers and renewal rates and terms).

Subcount E: Deceptive Acts in Violation of D.C. Code § 28-3904(e-1)

100. In violation of D.C. Code § 28-3904(e-1)'s prohibition on representing that a transaction confers rights, remedies, and obligations which it does not have, The Post violated the CPPA as to the Class each time it presented the cost of a subscription without disclosing that during the term of their subscription, that The Post would covertly harvest Subscription Pricing Class

members' personal data, which it would use to increase its profits, by, including but not limited to, setting individualized prices on future subscriptions. In so doing, The Post presented the cost of the subscription as the only cost the Class member would pay, when in fact the subscription obligated Class members to provide additional valuable consideration in the form of covertly harvested personal data. The Post violated this section of the CPPA at the point of sale (when Subscribers subscribed or renewed on the Platform) and when making related offers (including those on its Platform and in emails and other communications to inform Subscribers of subscription offers and renewal rates and terms). Throughout the course of their subscriptions, The Post reinforced Class members' expectations by failing to disclose this information at points of access to the Platform.

101. In further violation of D.C. Code § 28-3904(e-1)'s prohibition on representing that a transaction confers rights, remedies, and obligations which it does not have, The Post violated the CPPA as to the Class when it utilized a Privacy Policy that did not permit The Post to use covertly harvested personal data to determine the price at which The Post would sell them subscriptions in the future.

102. Class and Subclass Members were harmed by the aforementioned deceptive **acts**. Class and Subclass members had no way to understand the true nature of the transaction they were entering. The Post could not have charged the monetary and data price for subscriptions that it did if it transparently and truthfully disclosed its practice of harvesting personal data, and after it began using prices set using personal data rather than market-rate or standard offers, transparently and truthfully disclosed that practice. Class members experienced injuries in the form of an invasion of their privacy and the loss of their personal data to The Post, and the full purchase price of the subscriptions, or at a minimum, a price premium on the subscriptions, which they would not have incurred but for The Post's deceptive practices. Had The Post transparently and truthfully disclosed its practices, The Post Class Members would have acted differently or taken additional steps to mitigate harm, by, including but not limited to, not purchasing subscriptions, purchasing print

copies of The Post in lieu of reading online, reducing use of the Platform, or utilizing different, heightened privacy protocols.

Remedies for The Post's Unfair and Deceptive Acts

103. As a result of The Post's violations of the DC CPPA, Plaintiff and the members of the Classes were harmed, and are entitled to damages in the greater of actual damages or \$1,500 for each of the aforementioned violations and attorneys' fees. In addition, they are entitled to declaratory and injunctive relief enjoining future conduct of this nature by The Post, including but not limited to enjoining The Post from using personal data to set subscription prices.

COUNT II

UNJUST ENRICHMENT

(On Behalf of Plaintiff and the Classes Against Defendant)

104. Plaintiff restates each of the allegations in the preceding paragraphs above.

105. To the extent it is required, this claim is alleged as an alternative theory of relief where there is an inadequate remedy at law.

106. Plaintiff and the Classes agreed to pay The Post the out-of-pocket costs of the subscription in exchange for access to the Platform. The Post however obtained extra-contractual valuable benefits and consideration when, in the course of using their subscriptions, The Post covertly harvested Class members' personal data (including Subscribers' subscription history, reading patterns, content preferences, and information obtained from their activity on other websites). The Post harvested this data on Class members continuously, including (1) each time they visited its Platform, (2) by utilizing tracking devices to monitor their browsing activities when the Class members were not on its Platform, and (3) from third parties who also gathered information on Class members. This personal data has significant value, and The Post obtained it without providing Plaintiff and the Class adequate or fair consideration.

107. As to the Class, The Post was unjustly enriched when it knowingly accepted the benefits provided by Plaintiff and the Class, but failed to provide adequate consideration. Class members did not consent to the Privacy Policy when they subscribed. Even if they had, the Privacy

Policy lacks consideration, and is at best, an illusory agreement, as it does not obligate The Post to perform. The Post's Privacy Policy is a document designed to manufacture consent retroactively and is a blank check to allow any unauthorized conduct it had done secretly. Such contracts are illusory. In particular, two key features reinforce this illusory and unconscionable "agreement."

108. First, the Privacy Policy has a unilateral right to amend without notice. Subscribers have no opportunity to reject amendments, no advance notice that amendments are coming, and no opportunity to opt out once changes took effect. Instead, the Privacy Policy permits The Post to modify the terms of the Privacy Policy at any time, with changes to go into effect whenever The Post publishes the Privacy Policy at a location it deems appropriate (including anywhere on its platforms), with acceptance to be shown by use of the platforms. Thus, a person who visits any platform owned, operated, or controlled by The Post is deemed to have consented to the Privacy Policy and any changes thereto. There is no opportunity to reject any amendments, nor opt-out. Thus, The Post can change the terms of the Privacy Policy at any time to allow it the right to use the information provided however it wants.

109. Second, changes to the Privacy Policy apply retroactively. If and when The Post amends the Privacy Policy to broaden the scope of permissible uses, The Post uses the previously provided data in accordance with the terms of the amended Privacy Policy. As a result, The Post has no obligations to perform, as it may change the terms of the Privacy Policy at will to use data provided.

110. Accordingly, The Post has been unjustly enriched at the expense of Class members, as it acquired valuable information while being under no obligations to protect and guard that information and use it only for proper, authorized purposes, and can use that information that it would otherwise have had to purchase to develop market-wide sales and pricing strategies and otherwise increase its profits.

111. **As to the Subclass, The Post was unjustly enriched when it used the covertly harvested personal data to charge subscription prices informed by information asymmetry.** In particular, The Post used its superior market power and extensive access to data to set

individualized prices on a take-it-or-leave-it basis. And The Post had no contractual right to use data in that way; the Privacy Policy is illusory and does not authorize this use.

112. It would be unjust and inequitable for The Post to retain the ill-gotten profits from subscriptions purchased after it implemented its surveillance pricing model.

113. The Post has therefore been unjustly enriched in an amount to be determined at trial, but which may be measured through one or more of the following means: (1) the value of the increased prices at which Defendant charges Plaintiff and the Subclass for subscription services; (2) the fair market value of personal data provided by the Class; and (3) any other impermissible purpose. The Post should be required to disgorge those ill-gotten gains.

VI. PRAYER FOR RELIEF

114. Plaintiff, individually and on behalf of all others similarly situated, respectfully requests the following relief:

- a. Finding that this action satisfies the requirements for maintenance as a class action as set forth in Rule 23 of the D.C. Rules of Civil Procedure and certifying the Class defined in this Complaint;
- b. Appointing Plaintiff as representative of the Class and her undersigned counsel as class counsel;
- c. Entering judgment in favor of Plaintiff and Class members and against Defendant;
- d. Awarding Plaintiff and Class members statutory damages of \$1,500 per violation or actual damages, whichever is greater, for each of Defendant's violations;
- e. Awarding Plaintiff and Class members actual and punitive damages;
- f. Awarding Plaintiff and Class members restitution for unjust enrichment if Plaintiff is found to have no other adequate remedy at law;
- g. Issuing an injunction prohibiting Defendant from engaging in the conduct alleged here;
- h. Awarding reasonable attorneys' fees and costs, including expert witness fees and other litigation expenses; and

i. Granting such other and further relief as the Court deems appropriate.

VII. JURY TRIAL REQUESTED

Plaintiff, individually and on behalf of all other Class members, requests a trial by jury on all claims so triable.

Dated: June 11, 2026

Respectfully submitted,

/s/ Kristen Simplicio

Kristen Simplicio (DC Bar No. 977556)

CLARKSON LAW FIRM, P.C.

1050 Connecticut Ave. NW, Suite 500

Washington, DC 20036

Tel: (202) 998-2299

ksimplicio@clarksonlawfirm.com

Yana Hart (DC Bar No. 888198200)

Roke Iko (DC Bar No. 1658876)

CLARKSON LAW FIRM, P.C.

22525 Pacific Coast Highway

Malibu, CA 90265

Tel.: (213) 788-4050

Fax: (213) 788-4070

yhart@clarksonlawfirm.com

riko@clarksonlawfirm.com

Cassandra Rasmussen (DC Bar No. 1617603)

CLARKSON LAW FIRM, P.C.

1221 Brickell Ave, Ste 900

Miami, FL 33131

Tel.: (305) 686-7590

crasmussen@clarksonlawfirm.com

Attorneys for Plaintiff and the Putative Class