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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF GRAYS HARBOR

DEBORAH CERKEZOGLU, on her own
behalf and on behalf of others similarly
situated,

Plaintiff,

vs.

SLED DISTRIBUTION, LLC, d/b/a MY
MEDIC,

Defendant.

Case No.: 25-2-00678-14

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Deborah Cerkezoglu, on her own behalf and on behalf of others similarly situated, on information and belief except to her own experiences and matters of public record, complains of Defendant SLED Distribution, LLC, d/b/a My Medic ("SLED") as follows:

I. INTRODUCTION

1. In 1998, to protect Washington consumers from the annoyance and harassment caused by the burgeoning spam email industry, the Washington State Legislature enacted the Commercial Electronic Mail Act (CEMA), codified at chapter 190 of title 19 of the Revised Code of Washington (RCW).

2. Among other things, CEMA prohibits transmitting a commercial email with "false or misleading information in the subject line" to the email address of a Washington resident. RCW 19.190.020(1)(b).

1 3. Defendant SLED engages in the precise activity which CEMA prohibits.

2 4. SLED spams Washington consumers, including Plaintiff, with commercial emails
3 whose subject lines employ various tactics to create a false sense of urgency in consumers'
4 minds—and ultimately, from consumers' wallets:

5 5. This false urgency wastes consumers' time by enticing them to engage with the
6 defendant's marketing efforts for fear of missing out. It also floods consumers' email inboxes with
7 repeated false notifications that the time to act—*i.e. purchase*—is short.

8 6. And through this deceptive time-sensitivity, SLED falsely narrows the field—
9 steering consumers away from shopping for better deals—to its own products and services which
10 must be purchased *now*.

11 7. Plaintiff challenges the defendant's harassment of Washington consumers with
12 deceptive marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and
13 the Consumer Protection Act (RCW 19.86.020) for injuries caused, additionally seeking injunctive
14 relief against such violations in the future.

14 II. JURISDICTION AND VENUE

15 8. The Court has jurisdiction of this case under RCW 2.08.010.

16 9. Venue is proper in Grays Harbor County under RCW 4.12.020(3) because
17 Plaintiff's cause of action, or some part thereof, arose in Grays Harbor County.

17 III. PARTIES

18 10. Plaintiff Deborah Cerkezoglu is a resident of Grays Harbor County, Washington.

19 11. Defendant SLED Distribution, LLC, d/b/a My Medic, is a Delaware limited
20 liability company with its principal address at 120 North Redwood Road, Suite A, North Salt Lake,
21 UT, 84054, and a registered agent at c/o United States Corporation Agents, Inc., 131 Continental
22 Drive, Suite 305, Newark, DE, 19713 and another at Sled Investment Group, I.L.C., 120 North
23 Redwood Road, Suite B, North Salt Lake, UT 84054.

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IV. FACTUAL ALLEGATIONS

A. CEMA protects Washington consumers from deceptive spam emails.

12. The Supreme Court of Washington has made clear: “[A]ll Internet users ... bear the cost of deceptive spam.” *State v. Heckel*, 143 Wn. 2d 824, 835 (2001) (en banc).

13. In 1998, the Legislature found that the “volume of commercial electronic mail” was “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149, § 1.

14. While it’s been nearly three decades since CEMA’s enactment, the problems caused by unsolicited commercial email, *i.e.* spam email, have grown exponentially.

15. The problems, however, are not limited to email content. Subject lines of emails are framed to attract consumers’ attention away from the spam barrage to a message that entices consumers to click and, ultimately, *purchase*.

16. In 2003, the United States Congress found that “[m]any senders of unsolicited commercial electronic mail purposefully include misleading information in the messages’ subject lines in order to induce the recipients to view the messages.” 15 U.S.C. § 7701(a)(8).

17. In 2012, one study estimated that Americans bear “costs of almost \$20 billion annually” due to unsolicited commercial email. Justin M. Rao & David H. Reiley, *The Economics of Spam*, 26 *J. of Econ. Perspectives* 87, 88 (2012).

18. Even when bulk commercial email marketers are operating under color of consumer consent, the reality is that “[m]ost privacy consent”—especially under the “notice-and-choice” approach predominant in the United States—“is a fiction.” Daniel J. Solove, *Murky Consent: An Approach to the Fictions of Consent in Privacy Law*, 104 *Boston Univ. L. Rev.* 593, 596 (2024).

19. Consumers therefore routinely “consent” to receive flurries of commercial emails which they did not meaningfully request and in which they have no genuine interest.

20. This includes emails sent to consumers from businesses with which they have no prior relationship—by virtue of commercial data brokers and commercial data sharing agreements.

21. Simply conducting the routine affairs of daily life often exposes consumers to

1 unanticipated and unwanted volumes of commercial email. “Nowadays, you need an email address
2 for everything from opening a bank account to getting your dog’s nails trimmed, and ... [o]nce
3 you hand over your email address, companies often use it as an all-access pass to your inbox:
4 Think of shopping websites that send account updates, deals, ‘we miss you’ messages, and holiday
5 promotions throughout the year. It’s too much.” Kaitlyn Wells, *Email Unsubscribe Services Don’t*
6 *Really Work*, N.Y. Times Wirecutter (Aug. 19, 2024), <https://perma.cc/U8S6-R8RU/>.

7 22. The Legislature presciently intended CEMA to “provide some immediate relief”
8 for these problems by prohibiting among other things commercial emails that “contain untrue or
9 misleading information in the subject line.” Laws of 1998, ch. 149, § 1.

10 23. CEMA thereby protects Washington consumers against the “harms resulting from
11 deceptive commercial e-mails,” which “resemble the type of harms remedied by nuisance or fraud
12 actions.” *Harbers v. Eddie Bauer, LLC*, 415 F. Supp. 3d 999, 1008 (W.D. Wash. 2019).

13 24. CEMA’s “truthfulness requirements” increase the costs of sending deceptive
14 commercial emails and thereby reduce their volume. *Heckel*, 143 Wn. 2d at 836.

15 25. CEMA’s “truthfulness requirements” thereby advance the statute’s aim of
16 protecting consumers “from the problems associated with commercial bulk e-mail” while
17 facilitating commerce “by eliminating fraud and deception.” *Id.*

18 26. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,
19 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that
20 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*
21 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.
22 2025).

23 27. CEMA’s protections do not depend on whether any email was (really or fictively)
24 solicited by consumers, nor on whether consumers relied on any false or misleading statement
25 contained in its subject line. *See Harbers*, 415 F. Supp. 3d at 1011.

26 28. The statute’s only concern is to suppress false or misleading information in the
27 subject line of commercial emails. *See Brown*, 567 P.3d at 44–45.

1 **B. The subject lines of SLED’s marketing emails make false time scarcity claims.**

2 29. One common way online marketers “manipulate consumer choice by inducing false
3 beliefs” is to create a false sense of urgency or to falsely claim that consumers’ time to act is scarce.
4 Fed. Trade Comm’n, *Bringing Dark Patterns to Light* 4 (2022), <https://perma.cc/847M-EY69/>; see
5 also U.K. Competition & Mkts. Auth., *Online Choice Architecture—How Digital Design Can*
6 *Harm Competition and Consumers* 26 (2022), <https://perma.cc/V848-7TVV/>.

7 30. The FTC has identified the “False Limited Time Message” as one example of false
8 time scarcity claims, in which the marketer creates “pressure to buy immediately by saying the
9 offer is good only for a limited time or that the deal ends soon—but without a deadline or with a
10 meaningless deadline that just resets when reached.” *Bringing Dark Patterns to Light*, *supra*
11 para. 29, at 22.

12 31. “False or misleading scarcity claims can change the behaviour of consumers.”
13 *Online Choice Architecture*, *supra* para. 29, at 27.

14 32. Representations about the timing and duration of sales, discounts, and other special
15 offers are fundamentally representations about prices, and such representations matter to ordinary
16 consumers. See, e.g., Huijiang Zhao *et al.*, *Impact of Pricing and Product Information on*
17 *Consumer Buying Behavior with Consumer Satisfaction in a Mediating Role*, 12 *Frontiers in*
18 *Psychology* 720151 (2021), available at
19 <https://pmc.ncbi.nlm.nih.gov/articles/PMC8710754/pdf/fpsyg-12-720151.pdf/>.

20 33. False scarcity claims are psychologically effective. As “considerable evidence”
21 suggests, “consumers react to scarcity and divert their attention to information where they might
22 miss opportunities.” *Online Choice Architecture*, *supra* para. 29, at 26.

23 34. Invoking this time pressure achieves a seller’s aim to narrow the field of
24 competitive products and deals, by “induc[ing] consumers to rely on heuristics (mental shortcuts),
25 like limiting focus to a restricted set of attributes or deciding based on habit.” *Id.*

 35. Under time pressure, “consumers might take up an offer to minimise the uncertainty
of passing it up,” *Id.*

1 36. False time scarcity claims thus *harm consumers* by manipulatively distorting their
2 decision-making to *their detriment—and the seller’s benefit*.

3 37. Indeed, one 2019 study found that “customers who took timed deals rather than
4 waiting to see wider options ended up worse off than those who waited.” *Id.* at 27.

5 38. False time scarcity claims also harm market competition. Consumers learn to ignore
6 scarcity claims, “meaning that when a product [or offer] is truly scarce, the seller will not be able
7 to credibly communicate this information.” *Id.*

8 39. These false time scarcity claims are a staple of the defendant’s email scheme to
9 compel consumers to purchase its products.

10 40. SLED sells portable medical and first aid kits through its website, MyMedic.com.
11 It also sells wound training courses, medical supplies, survival gear, hiking equipment, and related
12 products on its website.

13 41. To advertise its products and encourage purchases from its website, SLED
14 frequently sends spam emails to consumers.

15 42. **Urgent Spam Emails.** Unfortunately for those recipients, SLED regularly titles its
16 emails with urgent subject headings that do not reflect the true availability of the advertised deal.
17 This strategy is demonstrated in the examples discussed below.

18 43. SLED has tailored its approach to fit a variety of offers, including promotion
19 extensions. In these examples, SLED sends consumers emails to advertise an offer, promotion, or
20 sale. Then, it uses the subject lines of follow-up emails to present the promotional pricing as a
21 scarce or time-limited opportunity. This strategy commands consumers’ attention and pressures
22 them to purchase from SLED’s website. Finally, once the advertised deadline has passed, SLED
23 extends the promotion to a new end date.

24 44. This misleading marketing strategy allows SLED to maximize sales during both the
25 initial promotion, as well as the subsequent extension. While SLED may present these extensions
as though they are a favor to consumers, they are anything but. By deploying false time pressures
with surprise extensions, SLED compels consumers to purchase quickly while withholding terms

1 that consumers need so they can make informed buying decisions. A 25% off promotion from 2022
2 provides an apt example of the strategy at work.

3 45. First, SLED sends consumers an email advertising a new promotion. It did so on
4 January 12, 2022, in an email titled: "Flash Sale 25% Off The All New Recon[.]" The message
5 also provided the details of the promotion, which offered 25% off the Recon First Aid Kit product
6 on the My Medic website.

7 46. For its next step, SLED uses the subject lines of its follow-up emails to assert false
8 time pressure on recipients. Such headlines urge consumers to purchase from SLED's website by
9 warning them that an offer is coming to an end.

10 47. SLED did so, regarding its discount on the Recon First Aid Kit, on January 16,
11 2022, in an email with the subject line: "Hurry! Last Chance To Get 25% OFF[.]" In large red font
12 across the top of the message, SLED further warned that the sale would end that night.

13 48. Then, later that same day, SLED transmitted another email emphasizing the offer's
14 expiration. The title of the message warned: "It's The Final Countdown! SALE ENDS
15 TONIGHT[.]"

16 49. However, January 16, 2022, was not the last chance for consumers to purchase the
17 item at the discounted price.

18 50. In the final stage of its scheme, SLED replaces the advertised deadline with the real
19 deadline, thereby extending the life of the promotion. For the Recon First Aid Kit discount, SLED
20 announced the extension on January 17, 2022, in an email titled: "MLK Extended Sale! Today
21 Only!"

22 51. So, one day after warning consumers that the sale was ending, SLED extended the
23 sale, thereby proving the falsity of the January 16, 2022, subject lines. Consumers in receipt of the
24 January 16 emails were not at risk of missing the discount because SLED did not end the promotion
25 on January 16, as advertised. The false conclusion of the 25% off promotion was simply a
marketing strategy meant to compel consumers to purchase items from the defendant's website.

52. In January 2023, SLED repeated the process with a promotion offering 30% off its

1 Boat Medic kit.

2 53. On January 13, 2023, SLED transmitted an email announcing the new sale with the
3 subject line: "Flash Sale + 30% OFF The Boat Medic!" In the emails to follow, SLED
4 emphasized that the 30% off opportunity was fleeting.

5 54. On January 15, 2023, SLED sent an email warning consumers about the end of the
6 sale. The email's headline stated: "30% OFF Flash Sale Ends Tonight!" At the top of the body of
7 the email, in all capital letters, SLED emphasized, "SALE ENDS TONIGHT!]"

8 55. The January 15 subject line, however, was false. The sale did not end as SLED
9 warned in its email.

10 56. SLED changed the end date of the Boat Medic promotion as confirmed by a January
11 17, 2023, email titled: " 🎉 SALE EXTENDED!! 🎉 [.]" Despite the finality first touted by SLED,
12 consumers had additional time to participate in the sale.

13 57. Within a matter of days, SLED deployed the strategy again. This time, with a 20%
14 off sale for its "Ready First Aid Kits."

15 58. On January 22, 2023, SLED cautioned consumers that the special pricing would
16 end that night. The message was sent with the subject line: "20% OFF + FREE Micromend ENDS
17 TONIGHT!"

18 59. However, On January 23, SLED sent a message reflecting the actual end date of the
19 sale. The email was titled: "Sale EXTENDED!?" [.] The warning sent on January 22, 2023, was
20 misleading because the reduced pricing was offered again on the very next day.

21 60. Instead of sending consumers reliable facts, the January 22, 2023, email simply
22 delivered deception.

23 61. By pelting consumers with such misinformation, SLED ensures that email
24 recipients lack the accurate details needed to make educated buying decisions.

25 62. March 2023 provided a similar example regarding a product named "ZZIPS," a
wound care related product related to stitches.

63. On March 17, 2023, SLED announced a sale on ZZIPS in an email with the subject

1 line: “ ⚡ ZZIPS FLASH SALE ⚡ [.]” The email explained that the promotion was a Buy 2, Get
2 1 free offer and that it would run from March 17 to March 19.

3 64. On the advertised end date, March 19, 2023, SLED cautioned consumers that the
4 offer was set to expire. An email sent on that date bore the subject line: “ ⚡ ZZIPS Sale ENDS
5 TONIGHT ⚡ [.]”

6 65. Unfortunately for consumers, the time pressure exerted in the March 19, 2023,
7 subject line was false. The offer did not expire as advertised.

8 66. The following day, March 20, 2023, SLED confirmed that the March 19 warning
9 was inaccurate. An email sent on that date and titled, “ZZIPS SALE EXTENDED!” finally
10 provided consumers with the actual end date for the promotion.

11 67. Before the month was out, this deceptive practice was used again.

12 68. In late March 2023, SLED announced a “MyFAK Madness” promotion that
13 entailed 15% off its MyFAK kit (a line of First Aid kit products) and 4 free “BleedStop” packets.
14 As usual, the defendant used its spam email campaign to: advertise the offer; communicate the
15 offer’s ending; pressure consumers to purchase from its website because the opportunity for
16 savings was coming to an end, and then to announce the actual end date once the false expiration
17 had elapsed. The subject lines alone demonstrate the process:

- 18 a. 3/24/23: “MyFAK MADNESS STARTS NOW”
- 19 b. 3/25/23: “ ⌚ The Clock Is Running ⌚ [.]”
- 20 c. 3/26/23: “MyFAK MADNESS ENDS TONIGHT!!”
- 21 d. 3/27/23: “This Sale Is In OVERTIME!”

22 69. Consistent with its typical approach, SLED informed consumers about the
23 promotion, then spent the following days urging them to purchase merchandise by presenting the
24 opportunity as time scarce. However, the end date announced in the March 26 subject line was
25 false. The same offer was available the following day.

70. Days later, SLED executed the same scheme with a Buy One, Get One Free offer
on its Med Pack items. The emails used to deceive consumers included the following subject lines:

- a. 4/7/23: "FREE MED PACKS!"
- b. 4/8/23: "Don't Miss FREE MED PACKS"
- c. 4/9/23: "Last Chance For FREE Med Packs!"
- d. 4/10/23: "EXTENDED SALE!!"

71. Clearly, April 9, 2023, was not the true deadline for the offer. The urgent warnings that SLED sent consumers in the April 8 and April 9 subject lines needlessly pressured consumers to act because the opportunity was still available on April 10.

72. November 2023 offers another example of SLED's deceptive strategy in play.

73. On November 23, 2023, SLED sent consumers an email with the title: "Hurry, Only A Few Hours Left!" The expiring promotion involved 30% off SLED's MyFAK kit. The body of the email warned that it was consumers' "last chance" because the offer would end that night.

74. True to form, SLED did not end the offer on the evening of November 23, 2023, as confirmed by an email sent the following day.

75. On November 24, 2023, the offer was still available. In an email titled, "Time's Ticking! 30% Off The MyFAK!" SLED again warned that it was consumers' "last chance" because the "deal ends tonight."

76. Thus, the opportunity for 30% off the MyFAK product did not end on November 23. While the email and subject line transmitted on that date were clear, SLED made the same offer on November 24, 2023. Sled simply manufactured false time pressure to influence consumers and drive their buying decisions.

77. In early 2024, SLED conducted the same deception in the context of a 30% off sale on its "Bike & Hike" med packs. First, it announced the temporary price reduction. Next, it communicated a clear timeframe during which the offer would be available. Then, SLED continued the sale well beyond the advertised end date, as confirmed in the subject lines of the following emails:

- a. 2/29/24: "30% Off All Our Bike & Hike Gear"
- b. 3/2/24: "Hiker Med Pack + More 30% Off This Weekend Only"

1 c. 3/3/24: "30% Off, Yes For Reals. This Weekend Only"

2 d. 3/13/24: "Shhh 🤫 30% Off Is Still Live!"

3 78. SLED could not have been clearer when it communicated the duration of the 30%
4 off offer. The March 3, 2024, subject line even offered consumers reassurance about SLED's
5 claims, stating they were "For Reals[.]" Even so, the March 13, 2024, email confirmed that the
6 30% off "Bike & Hike" med packs offer was still active. Despite the contrived time scarcity
7 presented by SLED, consumers had additional time during which they could accept SLED's offer.

8 79. Later in the month, SLED deployed its scheme again for a promotion offering three
9 "free" Bleedstop Packs for consumers who bought a MyFAK kit. The ruse was conducted using
10 emails with the following subject lines:

11 a. 3/29/24: "Get 3 Free BleedStop's Today!"

12 b. 3/30/24: "🔴 Last Chance To Get 3 Free BleedStops 🔴 [.]"

13 c. 4/2/24: "Extended Just For You! Don't Miss Out!"

14 80. The false subject line transmitted on March 30, 2024, is simply another example of
15 SLED's misleading strategy: creating false time pressure meant to drive consumers to its website
16 and, ultimately, the checkout screen.

17 81. In April 2024, SLED continued to mislead consumers with a "Weekend Flash Sale"
18 on its "Superskin Med Pack Bundle."

19 82. On Saturday, April 6, 2024, SLED sent an email with the subject line: "This
20 Weekend Only 25% Off SuperSkin!"

21 83. Then, on April 7, 2024, the defendant emphasized the impending deadline with an
22 email titled: "24 Hours Left For The Super Sale!"

23 84. However, the alleged "flash sale" might be better described as a slow burn because
24 it not end with the weekend. In fact, the offer was still active through the middle of the following
25 week.

85. On Wednesday, April 10, 2024, SLED sent an email confirming that the April 6
subject line was false. The April 10 message was titled: "Sale Ends Tomorrow! 25% OFF

1 SuperSkin!”

2 86. Thus, SLED initially used the April 6 subject line to spam consumers about the
3 sale’ short duration. In truth, however, the promotion wasn’t limited to the weekend. SLED’s own
4 April 10, 2024, email, stating that the sale would actually end on Thursday, confirmed that the
5 April 6 subject line was untrue. The false conclusion of the “flash sale” was simply a marketing
6 strategy meant to compel consumers to purchase the defendant’s products.

7 87. Within days, SLED returned to its typical approach, communicating a false
8 deadline while advertising a 25% off sale.

9 88. On April 14, 2024, Sled sent an email with the subject line: “FOR ONE HOUR
10 ONLY! THIS AFTERNOON!” The one-hour sale was advertised to begin at 5PM EST.

11 89. By 5:55PM, SLED had changed the duration of the sale.

12 90. An email sent at 5:55PM EDT extended the promotion in its title: “Your Wish
13 Granted, Sale Extended 1 Hour Only!”

14 91. So, in less than an hour, SLED altered the terms of the 25% off promotion and
15 replaced the false deadline with the real one.

16 92. SLED continued to deceive consumers using false expiration dates and misleading
17 subject lines in April 2024. The following emails demonstrate the strategy regarding a 15% off
18 offer for SLED’s MyFAK Mini product:

- 19 a. 4/27/24: “Don’t Miss Out This Weekend Only, 15% Off!”
- 20 b. 4/28/24: “Last Chance 15% Off + FREE GIFT”
- 21 c. 4/29/24: “Don’t Be The One That Misses Out!”
- 22 d. 4/30/24: “Friend, Extended Just For You!”

23 93. As the subject lines confirm, the weekend duration communicated to customers was
24 a falsehood. The opportunity continued through Tuesday of the following week. The April 27,
25 April 28, and April 29 emails demonstrate the trickery that so often plagues this retailer’s spam
26 campaigns.

27 94. SLED also misled customers in the context of a “Deal of the Day” promotion in

1 late May 2024.

2 95. It sent an email on May 30, 2024, with a subject line identifying the product and
3 communicating the short duration of the offer: “ 🎁 Sidekick is 30% Off Today Only! 🎁 [.]”

4 96. The defendant’s point couldn’t be clearer: consumers should purchase the
5 discounted item immediately, because the promotion would end the very same day.

6 97. Despite describing the offer as the Deal of the Day and presenting it with a day-
7 long duration, SLED made it available the next day.

8 98. On May 31, 2024, SLED sent an email rendering the May 30 subject line
9 inaccurate. The message was titled: “ 🎁 8 Hours Left 🎁 Sidekick 30% OFF!” So, in truth, the
10 deal was available to consumers on both May 30 and May 31.

11 99. SLED used the same approach when it presented “The Recon Pro” kit for a one-
12 day only 30% off promotion. The defendant sent the following subject lines to communicate the
13 sale and its terms to consumers:

- 14 a. 6/1/24: “ 🎁 30% Off The Recon Today Only! 🎁 [.]”
- 15 b. 6/1/24: “ 🎁 30% OFF You Don't Want To Miss This 🎁 [.]”
- 16 c. 6/2/24: “Shhh 🎁 30% Off The Recon Is Still Live!”

17 100. Again, SLED’s deception, as well as the advertised promotion, would last beyond
18 the deadline articulated to consumers. On June 1, 2024, SLED informed recipients that the discount
19 would be limited to a single day, only to extend the promotion on June 2, 2024, once the false
20 deadline had passed.

21 101. Misleading subject lines like those used on June 1 narrow consumers’ buying
22 decisions while ensuring those decisions are not informed with accurate facts about the availability
23 of pricing.

24 102. Shortly thereafter, SLED returned to consumers’ inboxes to warn them that its
25 Summer Sale would soon end. The defendant used the following emails while deploying its
scheme:

- a. 6/15/24: “Summer Sale Ending Soon 🎁 [.]”

1 b. 6/16/24: "12 Hours Left For Massive Savings!"

2 c. 6/17/24: "Sale Extended Today Only 📧 [.]"

3 103. The June 17, 2024, email confirmed the falsity of the June 16, 2024, subject line.
4 SLED told consumers that they had mere hours to act on the offer. In truth, they had the entire next
5 day to decide whether to participate in the promotion.

6 104. Next, SLED continued its trend of pairing false deadlines with surprise extensions
7 during a promotion for its Recon kit. Titles used to execute the ruse include:

8 a. 7/11/24: "📧 This Weekend Only! 20% Off The Recon! 📧 [.]"

9 b. 7/14/24: "Last Chance To Save Big On The Recon! 📧 [.]"

10 c. 7/15/24: "📧 24 Hours Only 20% Off The Recon + More 📧 [.]"

11 105. The July 11 and July 14 subject lines urged consumers to buy fast lest they lose the
12 supposedly scarce opportunity to receive 20% off. However, the discount was available through
13 Monday, July 15, 2024.

14 106. Days later, the defendant pressured consumers with a sale on its Med Pack products
15 only to extend that sale as well. SLED used the following emails to implement its deceptive
16 strategy:

17 a. 7/18/24: "Specialized Packs 50% Off 📧 [.]"

18 b. 7/21/24: "📧 Last Chance To Save Big - 50% Off | [.]"

19 c. 7/22/24: "📧 Sale Extended - Limited Stock Left! 📧 [.]"

20 107. SLED produced and leveraged a sense of urgency against consumers in its July 21
21 subject line. Then, it continued its deceptive trend and changed the duration of the sale on July 22.

22 108. A promotion offering a 20% discount for SLED's MyFAK mini also received a
23 false end date. The defendant advertised that the sale would be limited to the weekend but extended
24 it the following Monday. Subject lines used to deploy the deception include:

25 a. 8/8/24: "This Weekend Only 20% Off The MyFAK Mini 📧 [.]"

b. 8/11/24: "Last Chance To Get 20% Off 📧 [.]"

c. 8/12/24: "Sale Extended - While Supplies Last! 📧 [.]"

1 109. True to form, the August 8 and August 11, 2024, subject lines presented a false
2 deadline.

3 110. The following month, SLED maintained its deceitful trend by falsely advertising
4 the duration of a one-hour sale, as demonstrated in these subject lines:

5 a. 9/1/24: "▲ BIGGEST SALE OF THE YEAR OPENS @ 5PMEST ▲ [.]"

6 b. 9/1/24: "GOLDEN HOUR IS LIVE ONE HOUR ONLY 🕒 [.]"

7 c. 9/1/24: "Golden Hour Extended 1 Hour Only 🕒 [.]"

8 111. Even though the conclusion of the promotion was clear when it was first
9 announced, SLED extended the sale beyond the advertised deadline.

10 112. SLED began 2025 by misleading customers as well. It pressured consumers with a
11 false one-day deadline for a 30% discount on large first aid kits. Some of the emails used in the
12 campaign included the following subject lines:

13 a. 12/31/24: "▲ 30% OFF TODAY ONLY ▲ [.]"

14 b. 1/1/25: "Final Chance 30% The Best Kits! 🕒 [.]"

15 113. According to the explicit duration announced in the December 31, 2024, subject
16 line, the 30% discount should have ended in 2024. Instead of adhering to the term it communicated
17 to consumers, SLED moved the discount, as well as its misleading marketing strategy, into 2025.

18 114. In March 2025, SLED again pressured consumers by falsely presenting a 20% off
19 promotion as a weekend sale while, in reality, it carried over to the following Monday. These
20 emails were sent to advertise the discount and false duration:

21 a. 3/23/25: "▲ 20% OFF This Weekend Only! ▲ [.]"

22 b. 3/25/25: "Final Hours: 20% OFF ENDS SOON ! [.]"

23 115. Then, in June 2025, SLED falsely represented that its Summer Sale would end on
24 Sunday, June 16, 2025. However, the sale's true ending was Tuesday, June 18, 2025, as confirmed
25 by the following subject lines:

a. 6/15/25: "Summer Sale Is Ending Soon!"

b. 6/16/25: "▲ SUMMER SALE ENDS TONIGHT ▲ [.]"

1 e. 6/18/25: "GOING GOING GONE 📢 [.]"

2 116. While SLED clearly articulated, in no uncertain terms, that the sale opportunity
3 would end on June 16, 2025, consumers would be able to access the same promotion well into the
4 following week.

5 117. SLED, once again, misrepresented the length of a one-hour sale in August 2025.
6 Consumers were told the sale opportunity would last one hour only, yet SLED doubled the
7 promotion's duration as shown below:

8 a. 8/31/25: " 📢 FOR ONE HOUR ONLY! THIS AFTERNOON! 📢 [.]"

9 b. 8/31/25: "25% OFF, For One Hour, Go Now! 📢 [.]"

10 c. 8/31/25: " 📢 The Golden Hour Just Got Longer 📢 [.]"

11 118. As these promotions demonstrate, SLED employs a strategy where it pressures
12 consumers to purchase products from its website by falsely representing the limited availability of
13 its offers. SLED repackages, repeats, and redeploys its deceptive strategy to the detriment of
14 consumers. The nature of SLED's business compounds the malicious nature of this deception – it
15 sells first aid kits and related products and holds itself out as a vendor of lifesaving products that
16 help people. Its email marketing strategies are not based on offering legitimate discounts, but on
17 deceptive email strategies that pull consumers in to buy more when the promotions advertised were
18 not ending as communicated.

19 119. These and other examples of the commercial emails that SLED has sent consumers
20 containing subject lines with false or misleading statements are attached to this Class Action
21 Complaint as Exhibit A.

22 **C. SLED knows when it sends emails to Washington residents.**

23 120. A sophisticated commercial enterprise, like SLED, which is engaged in persistent
24 marketing through mass email campaigns across the United States, has several ways of knowing
25 where the recipients of its marketing emails are located. The means it employs are peculiarly within
its knowledge.

121. First, the sheer volume of email marketing that SLED engages in put it on notice

1 that Washington residents would receive its emails.

2 122. Second, SLED may obtain location information tied to email addresses when
3 consumers make purchases from SLED through digital platforms, including the My Medic
4 website, or otherwise self-report such information to SLED.

5 123. Third, SLED may obtain location information tied to email addresses by tracking
6 the IP addresses of devices used to open its emails, which in turn can be correlated to physical
7 location (as illustrated, for example, by the website <https://whatismyipaddress.com/>).

8 124. Specifically, SLED likely uses Klaviyo to manage its email marketing campaigns.
9 This platform informs SLED where the recipients of its marketing emails are located using IP
10 geolocation and other data extracted from recipients' interactions with SLED, which Klaviyo
11 tracks in detail.¹ Thus, this platform should allow SLED to access a list of every email address that
12 was sent a marketing email. It should also allow SLED to determine who viewed the emails and
13 who clicked on any links within them.

14 125. SLED is likely able to infer the general geographic location of recipients by state
15 based on their IP address at the time of email open or link click.

16 126. Fourth, SLED may obtain location information tied to email addresses by
17 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
18 which sell access to databases linking email addresses to physical locations, among other
19 identifiers.

20 127. Fifth, SLED may obtain location information tied to email addresses by using
21 "identity resolution" services offered by companies such as LiveRamp, which can connect
22 consumers' email addresses to their physical locations, among other identifiers.

23 128. Sixth, SLED may obtain information that the recipients of its marketing emails are
24 Washington residents because that information is available, upon request, from the registrant of
25

¹ See "Understanding when and how Klaviyo sets a profile's location," Klaviyo (July 7, 2025) (describing "how a profile's location and timezone information are set and updated"), <https://help.klaviyo.com/hc/en-us/articles/115005073907>; "Understanding profiles in Klaviyo," Klaviyo (Aug. 5, 2025) ("Each individual profile features an activity log to capture a timeline of their interactions with your business," including receiving emails, opening emails, and clicking links within emails.), <https://help.klaviyo.com/hc/en-us/articles/115005247088/>.

1 the Internet domain names contained in the recipients' email addresses. *See* RCW 19.190.020(2).

2 129. It is thus highly probable that a seller with the size and sophistication of SLED
3 employs not just one but several means of tying consumers' email addresses to their physical
4 locations, at least at the state level.

5 **D. SLED violated Plaintiff's right under CEMA to be free from deceptive
6 commercial emails.**

7 130. SLED has spammed Plaintiff with commercial emails whose subject lines contain
8 false or misleading statements in violation of her right to be free from such annoyance and
9 harassment under CEMA.

10 131. Plaintiff received a number of the email promotions described above in Section B,
11 including the July 21, 2024, email titled: " 🎁 Last Chance To Save Big - 50% Off ! [.] " and the
12 September 1, 2024, email titled: "GOLDEN HOUR IS LIVE ONE HOUR ONLY 🕒 [.] "

13 132. These emails were false or misleading in violation of CEMA, for misrepresenting
14 the timing of the deals, as described herein.

15 133. These emails contained false statements of fact as to the "duration or availability of
16 a promotion." *Brown*, 567 P.3d at 47.

17 **V. CLASS ALLEGATIONS**

18 134. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative
19 class ("Class"):

20 All Washington citizens holding an email address to which
21 Defendant sent or caused to be sent any email listed in Exhibit A
22 during the Class Period.

23 135. Excluded from this definition of the Class are Defendant's officers, directors, and
24 employees; Defendant's parents, subsidiaries, affiliates, and any entity in which Defendant has a
25 controlling interest; undersigned counsel for Plaintiff; and all judges and court staff to whom this
26 action may be assigned, as well as their immediate family members.

27 136. The Class Period extends from the date four years before this Class Action
28 Complaint is filed to the date a class certification order is entered in this action.

1 137. Plaintiff reserves the right to amend the Class definition as discovery reveals
2 additional emails containing false or misleading information in the subject line that Defendant sent
3 or caused to be sent during the Class Period to email addresses held by Washington residents.

4 138. The Class is so numerous that joinder of all members is impracticable because the
5 Class is estimated to minimally contain thousands of members.

6 139. There are questions of law or fact common to the class, including without limitation
7 whether Defendant sent commercial emails containing false or misleading information in the
8 subject line; whether Defendant sent such emails to email addresses it knew or had to reason to
9 know were held by Washington residents; whether Defendant's conduct violated CEMA; whether
10 Defendant's violation of CEMA constituted a *per se* violation of the Consumer Protection Act,
11 RCW 19.86.020 (CPA); and whether Defendant should be enjoined from such conduct.

12 140. Plaintiff's claims are typical of the Class's because, among other reasons, Plaintiff
13 and Class members share the same statutory rights under CEMA and the CPA, which Defendant
14 violated in the same way by the uniform false or misleading marketing messages it sent to all
15 putative members.

16 141. Plaintiff will fairly and adequately protect the Class's interests because, among
17 other reasons, Plaintiff shares the Class's interest in avoiding unlawful false or misleading
18 marketing; has no interest adverse to the Class; and has retained competent counsel extensively
19 experienced in consumer protection and class action litigation.

20 142. Defendant has acted on grounds generally applicable to the Class, in that, among
21 other ways, it engaged in the uniform conduct of sending uniform commercial emails to Plaintiff
22 and the Class, which violate CEMA and the CPA in the same way, and from which it may be
23 enjoined as to Plaintiff and all Class members, thereby making appropriate final injunctive relief
24 with respect to the Class as a whole.

25 143. The questions of law or fact common to the members of the Class predominate over
any questions affecting only individual members, in that, among other ways, Defendant has
violated their rights under the same laws by the same conduct, and the only matters for individual

1 determination are the number of false or misleading emails received by each Class member and
2 that Class member's resulting damages.

3 144. A class action is superior to other available methods for the fair and efficient
4 adjudication of the controversy because, among other reasons, the claims at issue may be too small
5 to justify individual litigation and management of this action as a class presents no special
6 difficulties.

7 VI. CLAIMS TO RELIEF

8 First Claim to Relief

9 **Violation of the Commercial Electronic Mail Act, RCW 19.190.020**

10 145. Plaintiff incorporates and realleges paragraphs 1–133 above.

11 146. CEMA provides that “[n]o person may initiate the transmission, conspire with
12 another to initiate the transmission, or assist the transmission, of a commercial electronic mail
13 message ... to an electronic mail address that the sender knows, or has reason to know, is held by
14 a Washington resident that ... [c]ontains false or misleading information in the subject line.”
15 RCW 19.190.020(1)(b).

16 147. Defendant is a “person” within the meaning of CEMA. RCW 19.190.010(11).

17 148. Defendant initiated the transmission, conspired with another to initiate the
18 transmission, or assisted the transition of “commercial electronic mail messages” within the
19 meaning of CEMA. RCW 19.190.010(2).

20 149. Defendant initiated the transmission, conspired with another to initiate the
21 transmission, or assisted the transmission of such messages to electronic mail addresses that
22 Defendant knew, or had reason to know, were held by Washington residents, including because
23 Defendant knew that Plaintiff and putative members were Washington residents as such
24 “information is available, upon request, from the registrant of the internet domain name contained
25 in the recipient's electronic mail address.” RCW 19.190.020(b)(2).

150. Defendant initiated the transmission, conspired with another to initiate the
transmission, or assisted the transmission of such messages that contained false or misleading

1 information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

2 151. For Defendant's violation of CEMA, Plaintiff is entitled to all available relief,
3 including an injunction against further violations.

4 **Second Claim to Relief**

5 **Violation of the Consumer Protection Act, RCW 19.86.020**

6 152. Plaintiff incorporates and realleges paragraphs 1–133 above.

7 153. The CPA provides that “[u]nfair methods of competition and unfair or deceptive
8 acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”
RCW 19.86.020.

9 154. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

10 155. A violation of CEMA establishes all the elements necessary to bring a private action
11 under the CPA. *Wright v. Lyft*, 189 Wn. 2d 718 (2017).

12 156. CEMA provides that “[n]o person may initiate the transmission, conspire with
13 another to initiate the transmission, or assist the transmission, of a commercial electronic mail
14 message ... to an electronic mail address that the sender knows, or has reason to know, is held by
15 a Washington resident that ... [c]ontains false or misleading information in the subject line.”
RCW 19.190.020(1)(b).

16 157. Defendant is a “person” within the meaning of CEMA. RCW 19.190.010(11).

17 158. Defendant initiated the transmission, conspired with another to initiate the
18 transmission, or assisted the transition of “commercial electronic mail messages” within the
19 meaning of CEMA. RCW 19.190.010(2).

20 159. Defendant initiated the transmission, conspired with another to initiate the
21 transmission, or assisted the transmission of such messages to electronic mail addresses that
22 Defendant knew, or had reason to know, were held by Washington residents.

23 160. Defendant initiated the transmission, conspired with another to initiate the
24 transmission, or assisted the transmission of such messages that contained false or misleading
25 information in the subject line, as described herein, in violation of CEMA. RCW 19.190.020(1)(b).

1 161. For Defendant's violation of the CPA, Plaintiff and putative members are entitled
2 to an injunction against further violations; the greater of Plaintiff's actual damages or liquidated
3 damages of \$500 per violation, trebled; and costs of the suit, including a reasonable attorney's fee.

4 **VII. JURY DEMAND**

5 162. Plaintiff will demand a jury trial by separate document in accordance with Local
6 Civil Rule 38(b).

7 **VIII. PRAYER FOR RELIEF**

8 Plaintiff asks that the Court:

9 A. Certify the proposed Class, appoint Plaintiff as Class representative, and appoint
undersigned counsel as Class counsel;

10 B. Enter a judgment in Plaintiff's and the Class's favor permanently enjoining
11 Defendant from the unlawful conduct alleged;

12 C. Enter a judgment in Plaintiff's and the Class's favor awarding actual or liquidated
damages, trebled, according to proof;

13 D. Award Plaintiff's costs of suit, including reasonable attorneys' fees; and

14 E. Order such further relief the Court finds appropriate.

15
16 *[Counsel signature block to follow on next page.]*

1 Date: November 26, 2025

2 /s/ Samuel J. Strauss

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