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KING COUNTY
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CASE #: 26-2-17434-2 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

COREY OLOMON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

JACKERY INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

CLASS ACTION COMPLAINT
Case No.

Dovel & Luner, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, CA 90401
(310) 656-7066

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 A. Defendant sends emails with false and misleading subject lines advertising supposed discounts on Jackery Products..... 2

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1 **I. Introduction.**

2 1. Deceptive emails plague consumers’ inboxes. The Washington legislature, concerned
3 with deception in emails, enacted the Washington Commercial Electronic Mail Act (“CEMA”), RCW
4 19.190, which, among other things, prohibits any person from sending a commercial email with a false
5 or misleading subject line. RCW 19.190.020.

6 2. For marketing emails that advertise sales or product discounts, CEMA prohibits subject
7 lines that misrepresent when a purported sale ends and the size of the true discount. *Brown v. Old Navy*
8 *LLC*, 4 Wn.3d 580 (Wash. 2025).

9 3. Defendant Jackery Inc., (“Jackery”) markets and sells solar generators, portable power
10 stations, and other items (“Jackery Products” or “Products”) to consumers.

11 4. Defendant sends commercial emails to Washington residents on its mailing list. These
12 emails frequently contain subject lines that advertise time-limited promotions or discounts on Jackery
13 Products. For example, “LAST 24 Hours to Get Up to 55% Off!,” “Ends Tonight: Save up to \$3174
14 Off!,” and “Final 6 Hours of Jackery Black Friday Sale – Save Up to \$3809!” But the sales do not really
15 end when the subject lines say they will. And the true discounts are not what the emails claim.

16 5. These deceptive emails are material to consumers. They drive sales and profits by
17 creating a false sense of urgency to purchase before the sale ends and a false sense of value based on a
18 misleading discount.

19 6. Plaintiff is a Washington resident who received Jackery’s deceptive emails. Plaintiff
20 brings this case for himself and other Washington consumers who received Defendant’s deceptive
21 emails.

22 **II. Parties.**

23 7. Plaintiff Corey Olomon is domiciled in Seattle, Washington.

24 8. The proposed Class includes citizens of Washington.

25 9. Defendant Jackery Inc., is a Delaware corporation with its principal place of business at
26 5310 Bunche Drive, Fremont, California 94538.

1 **III. Jurisdiction and Venue.**

2 10. This Court has subject matter jurisdiction under the Washington State Constitution,
3 which sets forth the jurisdiction of Washington Superior Courts. This Court also has subject matter
4 jurisdiction under the Consumer Protection Act (“CPA”), RCW 19.86.090, and the Commercial
5 Electronic Mail Act (“CEMA”), RCW 19.190.090, which give Washington Superior Courts jurisdiction
6 over claims brought under the CPA and CEMA.

7 11. This Court has personal jurisdiction over Jackery under RCW 4.28.185. Jackery transacts
8 business in Washington and the claims giving rise to this action arise from Defendant’s transaction of
9 business in this state and also Defendant’s purposeful transmission of electronic mail messages to
10 Washington residents. This Court also has personal jurisdiction over Jackery under RCW 19.86.160
11 because Jackery has engaged in conduct in violation of the CPA that has had an impact in Washington.

12 12. Venue is proper in King County Superior Court because Jackery resides here for
13 purposes of venue. RCW 4.12.025. At all relevant times, Jackery has transacted business in King County,
14 including by selling Products to customers living in King County and by sending electronic mail
15 messages to residents of King County, including to Plaintiff.

16 **IV. Facts.**

17 **A. Defendant sends emails with false and misleading subject lines advertising**
18 **supposed discounts on Jackery Products.**

19 13. Jackery markets and sells Jackery Products.

20 14. Jackery regularly advertises Jackery Products through marketing emails sent to recipients
21 on its mailing list (including Washington consumers). In those email advertisements, Defendant
22 advertises purported discounts on those Products.

23 15. Jackery’s marketing emails have subject lines that are false and misleading in multiple
24 ways.


25 16. Deceptive time limits. Jackery’s subject lines often convey that the advertised discounts
26 are limited duration and/or will end imminently (e.g. “Ends Tonight,” “One Day to Go,” or “24 Hours
27 Lass Call”). To reasonable consumers, these statements convey that the discounts are only available for a

1 short period, and that if they don't buy during that short period, they will no longer have the
2 opportunity to get the discount and will have to pay the full non-discounted price to obtain the same
3 Products later. This drives sales by motivating consumers to buy before the sale ends. But the
4 opportunity to get a discount does not actually end when the periods advertised in the email subject
5 lines end. Instead, Jackery regularly extends the sales after the false deadline has expired, or—within
6 days—replaces the sale that ends with a materially similar (or even better) sale. This allows Jackery to
7 profit from a false sense of urgency.

8 17. Deceptive discounts. Jackery's email subject lines also frequently specify a percentage off
9 or dollar off discount (e.g., "Up to \$3,300 OFF" or "Up to 65% Off") that consumers can obtain by
10 buying during the supposedly time-limited sale. To reasonable consumers, these statements convey that,
11 by buying during the sale, they will obtain the advertised percentage or dollar amount off Defendant's
12 regular prices, the ones at which the Products usually retail. But in truth, Defendant offers substantial
13 discounts so frequently that the list prices Defendant advertises are not the prices at which the Products
14 usually retail. Instead, due to Defendant's frequent discounting, the Products usually retail for
15 substantially less than their published list price. This allows Defendant to profit from a false sense of
16 value (consumers' false belief that the Products they are buying are worth more than they truly are).

17 **Deceptive Time Limits**

18 18. Jackery regularly sends commercial emails to its customers advertising supposedly
19 limited-duration sales. The email subject lines state that the sales "end[] tonight," are available "72
20 Hours Only," that it is the "last chance" to obtain the advertised discounts, and so forth. Jackery's
21 subject lines also state that the sales are tied to certain holidays (e.g., "Black Friday Sale," "Christmas
22 Sale," or "Environment Day Flash Sale"). To reasonable consumers, these subject lines convey that if
23 the consumer does not buy during the specified period, the opportunity to obtain a discount will
24 disappear and the consumer will have to pay Defendant's list price.

25 19. For example, on October 8, 2025, Defendant sent a commercial email to Plaintiff and
26 other Washington residents with the subject line " Ends Tonight | Up to 65% off + subscriber-only
27 offers!"

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20. Reasonable recipients of this email would believe that Defendant is offering up to 65% off as a time-limited promotion (e.g. that after “Tonight,” the promotion will no longer be available). Reasonable consumers would believe that if they wait, the sale will be over and the Products’ prices will return to their regular prices.

21. But Defendant’s sale was not time-limited as advertised. In other words, the sale did not “End[] Tonight.”

22. For example on October 13, 2025, Defendant sent a commercial email to Plaintiff and other Washington residents with the subject line “🎁 72-Hour Fall Sale: Up to 65% Off Jackery Best Sellers + Exclusive Gift.”



23. This email was advertising the same sale that supposedly was ending “tonight” 5 days before on October 8, 2025.

24. Reasonable recipients of this October 13, 2025, email would believe that Defendant is offering up to 65% off as a time-limited promotion (e.g. that the promotion would only last “72-Hour[s]”). Reasonable consumers would believe that if they wait, the sale will be over and the Products’ prices will return to their regular prices.

25. And on October 15, 2025, Defendant sent a commercial email to Plaintiff and other Washington residents with the subject line “Fall Sale Ends Tonight – Up to 65% Off!”



1 26. Reasonable recipients of this email would believe that Defendant is offering up to 65%
 2 off as a time-limited promotion (e.g that the promotion would “end[] tonight”). Reasonable consumers
 3 would believe that if they wait, the sale will be over and the Products’ prices will return to their regular
 4 prices.

5 27. But the “Up to 65% Off” deal did not end on October 8, 2025, October 15, 2025, or
 6 any of the other times that Jackery’s email subject lines said it would. Jackery continued to offer the
 7 same deal—up to 65% off—regularly for the rest of 2025, including in commercial email subject lines
 8 sent to Plaintiff and other Washington residents that advertised the deal as time-limited. The following
 9 table shows the date and subject line of some of those emails.

Date	Email Subject Line
11/5/2025	📅 Early Black Friday Deals Start Now Up to 65% Off
11/13/2025	⚡ End tonight Up to 65% Off Jackery Veteran’s Day Flash Sale
11/27/2025	🕒 48-Hour Countdown! Save up to 65%
11/28/2025	🕒 Ends Tonight Up to 65% Off Jackery Black Friday Sale
11/28/2025	🕒 Now or Never — Only 6 Hours Left to Save Up to 65%
12/5/2025	📅 Black Friday Encore Up to 65% Off
12/8/2025	⚡ Ends Tonight Get up to 65% Off + Extra Savings

15 28. The subject lines of the emails above—and of other commercial emails Defendant sent
 16 to Washington consumers stating that Defendant’s sales end tonight, are available now or never, and so
 17 forth—are false and misleading. These subject lines convey that unless consumers buy during the
 18 limited, advertised window, the opportunity to receive a discount will disappear and the consumer will
 19 have to pay full price for Defendant’s Products. In truth, the opportunity to receive a discount would
 20 remain available indefinitely: Defendant’s sales are regularly extended or—within days—replaced by
 21 materially similar sales entitling consumers to receive materially similar discounts to the ones that
 22 supposedly “end tonight.” This pattern is no accident: Jackery puts in the misleading time limits,
 23 knowing that the sale will not really end when the email says or will quickly be replaced by a materially
 24 similar one, because these misleading time limits create a sense of urgency and drive sales.

25 29. And this pattern is not limited to Jackery’s promotion of its up to 65% off sale. As
 26 shown by the table below, Jackery has numerous other purportedly time-limited dollar off or percentage
 27

1 off sales. Like the up to 65% off sale, these sales continue, get extended, or get replaced with materially
2 similar sales after the emails' subject lines say they will end.























3 Deceptive Discounts

4 30. Defendant's emails are deceptive in a second way: the amount of savings they advertise
5 is false and misleading. As illustrated by the table below, Defendant sends emails that advertise percent-
6 or dollar-off savings. Defendant's emails lead reasonable consumers to believe that, if they buy during
7 the sale, they will get a discount off Defendant's regular prices (the prices most consumers have to pay)
8 in the amount or percentage specified.





















9 31. In truth, however, Defendant offers discounts extremely frequently in its commercial
10 emails and on its website. This is shown by the emails above and further confirmed by the table below
11 showing commercial emails Jackery sent to Plaintiff and other Washington residents.























Date	Email Subject Line	Advertised Sale
2/26/2024	⚡ Up to 38% Off Jackery 72Hrs Flash Sale	Up to 38% Off
2/28/2024	🕒 Flash Sale Ends in hours Get up to 38% off on Solar Generators during Jackery's Flash Sale!	Up to 38% Off
2/28/2024	🕒 Flash Sale Ends Tonight Get up to 38% off on Solar Generators during Jackery's Flash Sale!	Up to 38% Off
3/7/2024	♻️ Up to 50% Off With Jackery Refurbished!	Up to 50% Off
3/11/2024	🌿 Up to \$1500 Off Glow Up your Garden with Jackery during this Spring Sale!	Up to \$1500 Off
3/14/2024	⚡ Up to 40% off to upgrade your backyard during our 48 hour flash sale!	Up to 40% Off
3/18/2024	🌱 Spring Into Savings Today Up to \$1850 Off Solar Generators	Up to \$1850 Off
3/20/2024	🕒 Up to 41% off your next camping trip during our 48-hour sale!	Up to 41% Off
3/23/2024	🕒 Up to \$1900 off 72-Hours Last Call of Spring Sale Now!	Up to \$1900 Off
3/25/2024	🕒 24-hour Last Call Sale! Up to \$1900 off	Up to \$1900 Off
3/25/2024	🕒 Only 6 hours left!! Up to 40% off Solar Generators	Up to 40% Off
3/28/2024	🐇 Hop into Easter with Jackery's 48-Hour Flash Sale!	Up to \$1800 Off
4/8/2024	🌑 72hrs Solar Eclipse Flash Sale Save up to \$1800 off!	Up to \$1800 Off
4/17/2024	🌍 Earth Day Sale! Save up to \$1800 off on Sustainable Solar Generators.	Up to \$1800 Off
4/25/2024	🕒 Ends Tonight Up to \$2082 Off Jackery's Flash Sale	Up to \$2082 Off
4/25/2024	🕒 Up to \$2082 Off Last Call for Jackery's Flash Sale	Up to \$2082 Off

Date	Email Subject Line	Advertised Sale
5/6/2024	⚡ Jackery 72 Hours Flash Sale Starts Now!	Up to \$1900 Off
5/8/2024	⚡ 24 Hours left to save up to \$2130	Up to \$2130 Off
5/10/2024	♥ Email Exclusive Mother's Day Deal Up to \$1400 Off	Up to \$1400 Off
5/22/2024	♥ You're on the List: Exclusive Member Day Sale Access Unlocked	Up to 33% Off
5/27/2024	🌸 Celebrate Memorial Day with Jackery: Save Up to \$2000 + Free Gifts!	Up to \$2000 Off + Free Gifts
5/28/2024	⚡ Final Hours: Save Up to \$2000! Jackery Memorial Day Deals End Today!	Up to \$2000 Off
6/5/2024	🌍 Environment Day Flash Sale! Up to \$2200 off!	Up to \$2200 Off
6/7/2024	⚡ Last Call on Environment Day Flash Sale! Up to \$2200 Off!	Up to \$2200 Off
6/14/2024	👤 Father's Day Sale Up to \$2100 off!	Up to \$2100 Off
6/21/2024	⚡ FINAL HOURS! Up to 42% Off during this Father's Day Sale	Up to 42% Off
6/28/2024	⚡ Last 72 Hours to Grab Up to 42% Off for Being a Jackery Member!	Up to 42% Off
7/12/2024	🔌 Up to 50% Off Power for All Outdoor Activities!	Up to 50% Off
7/15/2024	🏆 Lowest Prices Ever! Up to 50% Off	Up to 50% Off
7/16/2024	🌸 Lowest Prices in History Up to \$2900 Off!	Up to \$2900 Off
7/17/2024	🕒 Jackery's Prime Day Sale Ending Soon! Up to 50% Off!	Up to 50% Off
7/18/2024	🕒 Final 6 Hours of Jackery Prime Day Sale – Save Up to \$3151!	Save up to \$3151
7/18/2024	🕒 LAST 24 Hours to Get Up to 55% Off!	Up to 55% Off
7/29/2024	🏠 Exclusive Clearance Event Up to 50% Off!	Up to 50% Off
8/5/2024	🕒 72H Flash Sale Alert: Up to \$1700 Off + Extra Benefits for Jackery Members!	Up to \$1700 Off
8/20/2024	🏠 🕒 72 Hours Only! Save up to \$3095 Limited Time Stackable Coupons	Up to \$3095 Off
8/26/2024	🏠 🕒 72-Hour Labor Day Flash Sale Starts Now!	Up to \$2900 Off
8/28/2024	🏠 🕒 Last 24 hrs Up to \$3212 Off Jackery Labor Day Sale!	Up to \$3212 Off
9/9/2024	🏠 🌸 Fall into Savings – Up to \$3000 OFF + FREE E100 Plus (\$149 Value)	Up to \$3000 Off
9/12/2024	🕒 🌸 48 Hours Left On Jackery's Autumn Savings! Up to \$3000 Off!	Up to \$3000 Off
9/13/2024	🕒 Ends Tonight: Save up to \$3174 Off!	Up to \$3174 Off
9/26/2024	🏠 Up to 50% Off Home Backup Power	Up to 50% Off
10/2/2024	★ Enjoy up to \$3300 off Jackery Outdoor Solutions for your adventures!	Up to \$3300 Off

Date	Email Subject Line	Advertised Sale
10/7/2024	One Day to Go – Get Ready for Prime Big Deal Days with Up to 50% Off!	Up to 50% Off
10/8/2024	 Prime Big Deal Days Up to 50% Off!	Up to 50% Off
10/9/2024	 24 Hours Last Call Up to 50% Off!	Up to 50% Off
10/13/2024	 Ends Tonight Up to 41% Off Jackery Halloween Flash Sale!	Up to 41% Off
11/11/2024	 Extra Savings for Heroes Stack Your Discounts Up to 53% Off!	Up to 53% Off
11/20/2024	Last Day Until Jackery's Black Friday Sale!	Up to 50% Off
11/28/2024	 48-Hour Countdown! Save up to \$3300!	Up to \$3300 Off
11/29/2024	 Ends Tonight Up to 55% Off Jackery Black Friday Sale	Up to 55% Off
11/29/2024	 Final 6 Hours of Jackery Black Friday Sale – Save Up to \$3809!	Up to 50% Off
12/5/2024	 Jackery Christmas Sale Gift up to \$3,600 off!	Up to \$3600 Off
12/19/2024	 Ends Tonight Up to 50% Off Christmas Eve Flash Sale	Up to 50% Off
12/31/2024	 New Year's Big Savings! Up to \$3300 Off!	Up to \$3300 Off
1/2/2025	 Win Big in Our New Year Raffle + Save Up to \$3300!	Up to \$3300 Off
1/10/2025	 Ends Tonight: Save up to \$3530 Off!	Up to \$3530 Off
1/17/2025	 Up to 50% Off With All Jackery Refurbished!	Up to 50% Off
1/20/2025	Martin Luther King Day Sale Up to 47% Off!	Up to 47% Off
1/24/2025	Ends Tonight Up to 47% Off + Exclusive Extra 5% Off	Up to 47% Off
1/31/2025	 Jackery Weekly Deals! Up to \$2800 Off!	Up to \$2800 Off
2/7/2025	Tax Refund Season Promotion Begins! Up to \$3100 Off!	Up to \$3100 Off
2/10/2025	From Jackery, With Love Up to \$3300 Off!	Up to \$3300 Off
2/12/2025	Power Your Valentine's Day with Jackery! Up to \$3,300 Off!	Up to \$3300 Off
2/14/2025	 Last 72 Hours of Jackery's Valentine's Day Sale! Up to \$3300 Off!	Up to \$3300 Off
2/17/2025	 Final 72 Hrs! Up to \$3100 Off-Tax Season Savings Ending Soon!	Up to \$3100 Off
2/19/2025	 Ends Tonight Up to \$3100 Off + Extra Savings!	Up to \$3100 Off
2/26/2025	Hey Corey, Don't Miss Out-Up to 50% Off Flash Sale Ends Tonight	Up to 50% Off
3/10/2025	 72 Hours Only! Up to 50% OFF + Extra 7% OFF!	Up to 50% Off + Extra 7% Off
3/20/2025	 Home Improvement Sale! Up to 50% Off!	Up to 50% Off
3/28/2025	 Ends Tonight Up to 50% Off for Essential Home Power	Up to 50% Off
4/7/2025	 Jackery Early Easter Sale: Up to 50% Off Essential Home Backup Power!	Up to 50% Off
4/9/2025	 Only 72 Hours Left: Up to 50% OFF + Extra 10% Coupon!	Up to 50% Off + Extra 10% Off

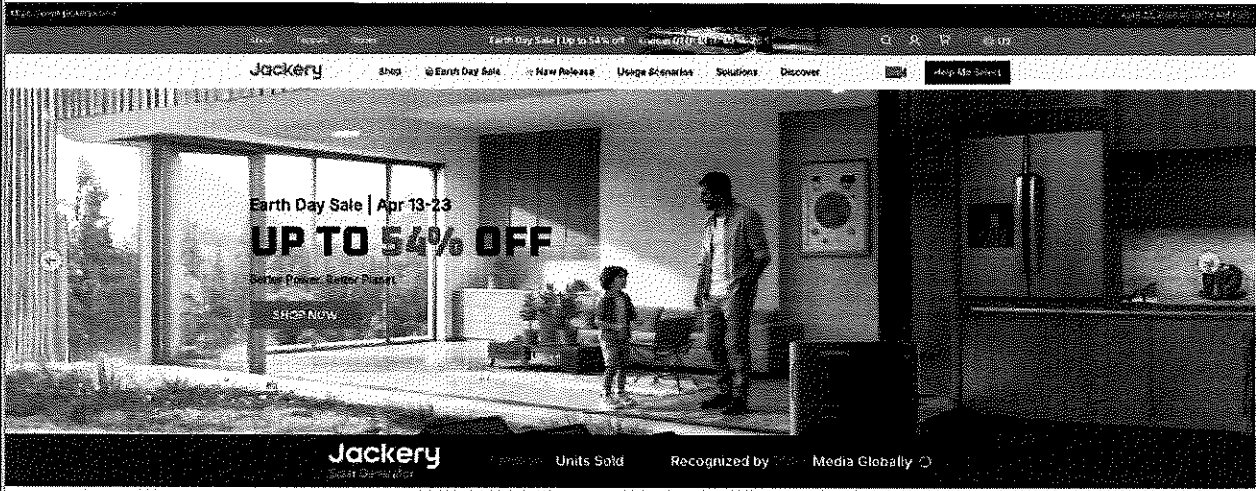
	Date	Email Subject Line	Advertised Sale
1	4/16/2025	🌍 Up 50% off Earth Day Sale Starts Now!	Up to 50% Off
2	4/18/2025	📦 3 Earth Day Favorites — 24 Hours Left to Save	Up to 50% Off
3	4/23/2025	🕒 Earth Day Sale Up to 50% OFF Ends in 72 Hours	Up to 50% Off
4	4/25/2025	🕒 Final 6 Hours of Jackery Earth Day Sale – Save Up to 60%!	Up to 60% Off
5	5/6/2025	👩 Power Her Journey – Up to \$3300 OFF This Mother's Day	Up to \$3300 Off
6	5/13/2025	🕒 24-Hr Mother's Day Countdown: Double Jackery Deals!	Up to \$3300 Off
7	5/19/2025	🕒 Honor Memorial Day with Jackery: Limited Flash Sale on Select Products!	Up to 50% Off
8	5/26/2025	🕒 Memorial Day 72-Hour Flash Sale: Lowest Prices in Jackery History!	Up to 53% Off
9	5/28/2025	⚡ 24 Hours Left! Memorial Day Sale – Save Up to 53%!	Up to 53% Off
10	5/28/2025	🕒 Final 6 Hours to Power Up– Save Up to 53%!	Up to 53% Off
11	5/29/2025	🌸 Last Day for Early Bird: Up to 33% Off + Extra 3% on the New HomePower 3000!	Up to 33% Off
12	6/3/2025	🌍 72hrs Flash Sale: Save Up to 50% This World Environment Day!	Up to 50% Off
13	6/5/2025	⚡ 24 Hours Left! Flash Sale— Up to 50% OFF!	Up to 50% Off
14	6/10/2025	👨 Father's Day Sale Up to \$3300 off!	Up to \$3300 Off
15	6/15/2025	🎁 Happy Father's Day! Up to \$3300 Off + Free Gifts Inside!	Up to \$3300 Off + Free Gifts
16	6/16/2025	🕒 Ends in 72 Hours Up to \$3300 Off Father's Day Sale	Up to \$3300 Off
17	6/21/2025	🚀 Kicking off Jackery Early Prime Day Sale Up to 65% Off!	Up to 65% Off
18	6/30/2025	🇺🇸 Independence Day Deals to Celebrate America!	Up to 65% Off + 7% Off
19	7/4/2025	🎁 Celebrate Independence Day with Exclusive Rewards!	Up to 65% Off + 7% Off
20	7/7/2025	⚡ One Day to Go – Get Ready for Prime Day Sale!	Up to 65% Off
21	7/8/2025	🌸 Jackery's Prime Day Sale is Live!	Up to 65% Off
22	7/10/2025	🕒 48 Hours Left Up to 65% OFF + Limited-Time Free Gifts!	Up to 65% Off + Free Gifts
23	7/11/2025	🕒 Ends Tonight Up to 65% Off+ Extra 7% Off!	Up to 65% Off + 7% Off
24	7/11/2025	⚡ Final 7 Hours – Lowest Prices Ever + Free Gifts!	Up to 65% Off
25	7/16/2025	🕒 72-Hour Only! Prime Day Best Sellers Extended – Up to 65% Off!	Up to 65% Off
26	7/18/2025	🎁 Ends Tonight – Prime Day Encore Sale on Jackery Best-Sellers!	Up to 65% Off
27	7/31/2025	🕒 Summer Sale Ends Tonight – Last Chance to Save!	Up to 50% Off

Date	Email Subject Line	Advertised Sale
8/11/2025	 72 Hours Left Up to 50% OFF + Limited-Time Free Gifts!	Up to 50% Off + Free Gift
8/13/2025	24 Hours Left – Get More Power, More Savings, and a Free Gift!	Up to 50% Off
8/26/2025	Subscribers Only:  72 Hours Left for Up to 50% OFF + Free Gift	Up to 50% Off + Free Gift
8/28/2025	6 Hours Remaining – Exclusive Subscriber Offers End Tonight	Up to \$3300 Off
8/28/2025	Final 24 Hours – Up to \$3,300 OFF + Free Explorer 550 (Value \$499)	Up to \$3300 Off
9/1/2025	 Celebrate Labor Day – Up to 42% Off + Exclusive Holiday Perks	Up to 42% Off
9/17/2025	 Secure Early Access: Up to 52% OFF 72H Only	Up to 52% Off
9/19/2025	 Ends Tonight: Up to 56% OFF Jackery Essential Backup Power	Up to 56% Off
9/21/2025	 24 Hours Left: Up to \$2300 Off the Newest Jackery 3600 Plus	Up to \$2300 Off
9/22/2025	 Up to 65% Off Jackery Early Prime Big Deal Days Starts Now	Up to 65% Off
9/24/2025	 4 Jackery Best Sellers — Now 50% OFF or More! (48 Hours Only)	50% Off or More
9/26/2025	 48H Window: Free Gift + Up to 65% Off	Up to 65% Off
9/29/2025	 Pick Your Perfect Large-Capacity Backup — Save Up to 65%	Up to 65% Off
10/2/2025	 Power Your Adventures – Up to \$3300 Off Jackery Outdoor Solutions!	Up to \$3300 Off
10/5/2025	 Power What Matters: HP3600 Plus & HP3000 — Up to 60% OFF	Up to 60% Off
10/7/2025	 Up to 65% Off — Prime Big Deal Days Start Now!	Up to 65% Off
10/8/2025	 Ends Tonight Up to 65% off + subscriber-only offers!	Up to 65% Off
10/13/2025	 72-Hour Fall Sale: Up to 65% Off Jackery Best Sellers + Exclusive Gift	Up to 65% Off
10/15/2025	 Fall Sale Ends Tonight – Up to 65% Off!	Up to 65% Off
10/22/2025	 Jackery Halloween Sale Starts Now Up to 56% Off	Up to 56% Off
10/29/2025	 Final 48 Hours — Up to 56% OFF for Homeowners	Up to 56% Off
10/31/2025	 A Spooktacular Surprise Just for You! Enjoy up to \$2300 off!	Up to \$2300 Off
11/5/2025	 Early Black Friday Deals Start Now Up to 65% Off!	Up to 65% Off
11/13/2025	 End tonight Up to 65% Off Jackery Veteran's Day Flash Sale	Up to 65% Off
11/21/2025	 Jackery's Black Friday Sale Officially Starts!	Up to 65% Off

Date	Email Subject Line	Advertised Sale
11/27/2025	 48-Hour Countdown! Save up to 65%	Up to 65% Off
11/28/2025	 Ends Tonight Up to 65% Off Jackery Black Friday Sale	Up to 65% Off
11/28/2025	 Now or Never — Only 6 Hours Left to Save Up to 65%	Up to 65% Off
12/5/2025	 Black Friday Encore Up to 65% Off	Up to 65% Off
12/8/2025	 Ends Tonight Get up to 65% Off + Extra Savings	Up to 65% Off
12/10/2025	 Save Up to 57% Power Your Holidays with Peace of Mind	Up to 57% Off
12/12/2025	 Jackery's Surprise Flash Sale – 3 Days Only!	Up to 57% Off
12/15/2025	 Exclusive Holiday Gift Guide Limited-Time Savings Inside	Up to 57% Off
12/17/2025	 72-Hour Flash Sale Power a Worry-Free Christmas	Up to \$2900 Off
1/2/2026	 Ends Tonight — Enjoy Up to \$3700 Off in Our Flash Sale!	Up to \$3700 Off
1/8/2026	 Flash Sale Ends in 24 Hours — Up to \$3,700 Off	Up to \$3700 Off
1/28/2026	 Ends Tonight Up to \$2800 + Extra Savings for You!	Up to \$2800 Off
2/8/2026	 FINAL 48 HOURS: Save up to 54% Off for Game Day	Up to 54% Off
2/12/2026	 Stay Powered This Winter Up to 54% Off + 72H Valentine's Exclusive	Up to 54% Off
2/14/2026	 Jackery Valentine's Exclusive Offer + Up to 54% Off	Up to 54% Off
3/2/2026	Power Up & Save Big — Up to \$3600 Off This Tax Season	Up to \$3600 Off
3/6/2026	 Power Her Adventures: Up to 54% OFF + A Free \$149 Gift	Up to 54% Off + Free Gift
3/23/2026	 Spring Sale Starts in 2 Days, Up to 60% Off	Up to 60% Off
3/27/2026	 Big Spring Sale: Up to 60% Off + Meet the 1000 v2 New Color!	Up to 60% Off
3/30/2026	 48 Hours Left: Go Further with Clean Energy – Up to 60% Off	Up to 60% Off
3/31/2026	 Ends TONIGHT: Up to 60% OFF, Big Spring Sale!	Up to 60% Off
4/21/2026	 72-Hour Earth Day Sale Go Off-Grid with Ease 	Up to 54% Off

32. These perpetual sales are also advertised on Jackery's website. Like in its commercial emails, Jackery's website frequently advertises the discounts as time-limited only to have the sale be extended or replaced by the same or a materially similar sale after the sale's advertised end date. For example, as shown by the screenshots of Defendant's website below, Jackery's website advertised an Earth Day sale that supposedly would end on April 23, 2026, offering up to 54% off. But by April 27, 2026, Jackery advertised the same sale (up to 54% off) relabeled as a Mother's Day Sale that would

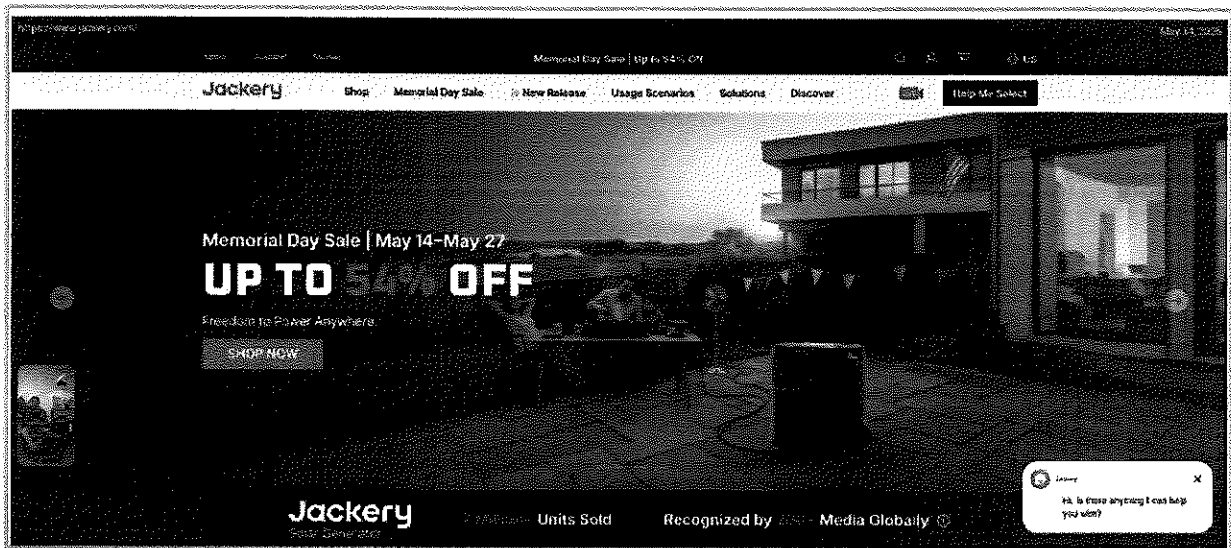
1 supposedly end on May 10, 2026. Then, by May 14, 2026, Jackery was advertising the up to 54% off sale
2 again. This time it was relabeled as a Memorial Day sale.



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12 *Captured April 22, 2026*



21
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27 *Captured May 4, 2026*



Captured May 14, 2026

33. Because Defendant's sales are so frequent, most consumers are in fact paying supposedly discounted prices, not the advertised list prices to which the discounts are applied. This means that when consumers buy during the advertised sales, they do not actually get the advertised discounts off regular prices (the price most consumers pay). Instead, they get a much smaller discount off the regular price, or no real discount at all.

34. So Defendant's email subject lines promising a specified percentage or dollar discount off its regular prices are false and misleading for this reason, too.

35. Defendant is constantly sending commercial emails to recipients on its mailing list. Plaintiff received multiple emails from Defendant weekly, and sometimes received multiple per day, many of which included false or misleading subject lines regarding Defendant's promotions. Based on the emails Defendant sent to Plaintiff, Defendant has sent at least thousands of emails to Washington recipients, with similar false or misleading subject lines.

36. Defendant knows, or has reason to know, that it sends its emails containing false and misleading subject lines to Washington residents, including Plaintiff. First, the sheer volume of email marketing that Defendant engages in puts it on notice that Washington residents would receive its emails. Second, Defendant knows where recipients of its emails reside because (i) Defendant has

1 physical addresses associated with recipients' accounts or orders; (ii) Defendant has access to data
2 regarding the recipient including the recipient's state of residence, such as IP address tracking or other
3 geolocation data; (iii) Defendant utilizes online tracking technologies to identify and locate consumers
4 who click on links contained in its marketing emails or visit its website; or (iv) information regarding the
5 residence of the recipient was available to Defendant upon request from the registrant of the internet
6 domain name contained in the recipient's electronic mail address. So Jackery knows that some of its
7 customers and recipients of its mailing list are Washington residents.

8 37. Defendant also knows what sales it is offering and what sales it plans to offer in the near
9 future. It knows that, in truth, the opportunity to receive substantial discounts will not end on the
10 advertised end date of its sales; and that it is not really consumers' last or final chance to get the
11 advertised sales. Defendant also knows how frequently it runs discounts and thus knows that consumers
12 are not really getting the advertised discount off Defendant's regular prices (the prices most consumers
13 pay).

14 **B. Defendant's emails injure consumers and are materially deceptive.**

15 38. Defendant's false and misleading emails result in actual and substantial injury to Plaintiff.
16 It violates Plaintiff's statutory right not to receive commercial emails that contain false or misleading
17 subject lines, which the legislature has deemed to be a "matter[] vitally affecting the public interest."
18 RCW 19.190.030(3). Violation of a right that vitally affects the public interest results in actual and
19 substantial harm to Plaintiff and putative Class members.

20 39. Defendant's emails containing false and misleading information also clog up inboxes,
21 waste limited data space, and violate Plaintiff's and putative Class members' statutory right to be free
22 from deceptive commercial emails.

23 40. Jackery's deceptive email subject lines are also material to reasonable consumers.

24 41. Consumers care about receiving discounts. Receiving a good deal—a discount—is
25 important to consumers, and material to a consumer's purchasing decisions about the Products.

1 42. Discounts drive purchases. Consumers are more likely to buy a product when they think
2 they are getting a good deal. They are also willing to pay more for products, if they believe the product is
3 worth more than they are paying for and that they are getting a substantial discount.

4 43. Research confirms that discounts are important to consumers. “Nearly two-thirds of
5 consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering
6 or are undecided on making a purchase.”¹ And, “two-thirds of consumers have made a purchase they
7 weren’t originally planning to make solely based on finding a coupon or discount,” while “80% [of
8 consumers] said they feel encouraged to make a first-time purchase with a brand that is new to them if
9 they found an offer or discount.”²

10 44. Similarly, when consumers believe that an offer is expiring soon, the sense of urgency
11 makes them more likely to buy a product.³

12 45. When a reasonable consumer sees Jackery’s email subject lines saying that the discount
13 will end imminently, they expect that if they miss the sale, the discount will not be available again soon.
14 Consumers do not expect that the sale will be extended or that a materially similar (or better) sale will
15 quickly replace it. This creates a false sense of urgency to buy that drives sales and profits.

16 46. Similarly, when a reasonable consumer sees a substantial discount (e.g. “Up to 65%
17 Off”), they believe they are getting a discount off Defendant’s regular prices. They do not expect that
18 the supposedly discounted price is really the regular price that most people pay. This misleading sense of
19 value drives sales and profits.

21 ¹ Invesp, How Discounts Affect Online Consumer Buying Behavior
22 (<https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>).

23 ² RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online,
24 Especially Among Millennial Buyers (<https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html>).

25 ³ CXL, Creating Urgency, (<https://cxl.com/blog/creating-urgency/>) (last accessed November
26 16, 2025) (increasing urgency by advertising limited time nature of promotion increased conversion rates
27 nearly 300%); Adestra, Dynamic email content leads to 400% increase in conversions for Black Friday
email (<https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/>) (400% higher conversation rate for ad that
increased urgency via countdown timer).

1 47. This is why Defendant sends these emails. Defendant intends to deceive consumers into
2 believing that its discounts are limited time and into believing that consumers are getting a substantial
3 discount off Defendant's regular and former prices. Defendant's email subject lines make Washington
4 consumers more likely to open the emails, read the emails, buy the Products quickly, and be willing to
5 pay more for the Products. This increases demand, drives sales, allows Defendant to sell more Products
6 than it otherwise could, and allows Defendant to charge more than it otherwise could.

7 48. Plaintiff was not, and putative Class members are not, aware that Defendant's email
8 subject lines are false and misleading. Reasonable consumers are not deceptive discount detectives (nor
9 should they have to be). Reasonable consumers are not monitoring Defendant's emails and website and
10 tracking its discounts to determine whether Defendant is deceiving them about its sales.

11 **V. Class Action Allegations.**

12 49. Plaintiff brings the asserted claims on behalf of the proposed Class of:

- 13 • all Washington residents who received promotional emails from Jackery with subject
14 lines advertising sales or discounts on Jackery Products, during the applicable statute of
15 limitations.

16 50. The following people are excluded from the proposed Class: (1) any Judge or Magistrate
17 Judge presiding over this action and the members of their family; (2) Defendant, Defendant's
18 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a
19 controlling interest and their current employees, officers and directors; (3) persons who properly execute
20 and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been
21 finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel,
22 and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such
23 excluded persons.

24 ***Numerosity***

25 51. The proposed Class contains members so numerous that separate joinder of each
26 member of the Class is impractical. There are at least thousands of Class members in Washington.

27

1 52. Class members can be identified through Defendant’s electronic mailing lists and public
2 notice.

3 ***Predominance of Common Questions***

4 53. There are questions of law and fact common to the proposed Class. Common questions
5 of law and fact include, without limitation:

6 (1) whether Defendant’s email subject lines regarding its discounts are false or misleading;

7 (2) whether Defendant’s email subject lines violate CEMA;

8 (3) whether Defendant’s email subject lines violate the CPA;

9 (4) the greater of actual damages and statutory damages due to Plaintiff and the proposed Class.

10 ***Typicality & Adequacy***

11 54. Like members of the proposed Class, Plaintiff received emails from Defendant that
12 contained false or misleading subject lines regarding Defendant’s discounts.

13 55. There are no conflicts of interest between Plaintiff and the Class.

14 ***Superiority***

15 56. A class action is superior to all other available methods for the fair and efficient
16 adjudication of this litigation because individual litigation of each claim is impractical. It would be
17 unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits,
18 every one of which would present the issues presented in this lawsuit.

19 **VI. Claims.**

20 **Count 1: Violations of Washington’s Commercial Electronic Mail Act**

21 **(By Plaintiff and the Class)**

22 57. Plaintiff incorporates the facts alleged above.

23 58. Plaintiff brings this cause of action on behalf of himself and members of the Class.

24 59. Jackery is a “person” under CEMA. RCW 19.190.010(11).

25 60. As alleged in detail above, Jackery violated CEMA by initiating the transmission of, or
26 assisting in the transmission of, commercial electronic mail messages that contained false or misleading
27 information in the subject line to Plaintiff’s and Class members’ electronic mail addresses.

1 61. Defendant sent these emails to Plaintiff and Class members for the purpose of
2 promoting Jackery's Products for sale.

3 62. Defendant knew or had reason to know that it transmitted such emails to email
4 addresses held by Washington residents, including Plaintiff.

5 63. Defendant's acts and omissions violated RCW 19.190.020(1)(b).

6 64. Defendant's acts and omissions injured Plaintiff and Class members.

7 65. The balance of equities favors the entry of permanent injunctive relief against
8 Defendant. Plaintiff, the members of the Class, and the general public will be irreparably harmed absent
9 the entry of permanent injunctive relief against Defendant. A permanent injunction against Defendant is
10 in the public interest. Defendant's unlawful behavior is ongoing as of the date of the filing of this
11 pleading, so without the entry of a permanent injunction, Defendant's unlawful behavior will not cease
12 and, in the unlikely event that it voluntarily ceases, is likely to reoccur.

13 66. Plaintiff and Class members are therefore entitled to injunctive relief in the form of an
14 order enjoining further violations of RCW 19.190.020(1)(b).

15 **Count 2: Violations of the Washington Consumer Protection Act**

16 **(By Plaintiff and the Class)**

17 67. Plaintiff incorporates the facts alleged above.

18 68. Plaintiff brings this cause of action on behalf of himself and members of the Class.

19 69. Plaintiff and Class members are "persons" within the meaning of the CPA. RCW
20 19.86.010(1).

21 70. As alleged in detail above, Defendant violated CEMA by initiating the transmission of,
22 or assisting in transmission of, commercial electronic mail messages to Plaintiff and Class members that
23 contained false or misleading information in the subject line.

24 71. A violation of CEMA is a per se violation of the CPA. RCW 19.190.030(1)(b).

25 72. A violation of CEMA establishes all elements of the CPA as a matter of law.

26 73. As alleged in detail above, Defendant's transmission of commercial electronic mail
27 messages to Plaintiff and Class members that contained false or misleading information in the subject

1 line also violates the CPA because it constitutes unfair or deceptive practices that occur in trade or
2 commerce.

3 Unfair Acts or Practices

4 74. As alleged in detail above, Defendant committed “unfair” acts by falsely stating in email
5 subject lines that it was offering a discount off the regular prices of its Products, and that the discount
6 was time-limited, when this was not accurate.

7 75. The harm to Plaintiff and the Class greatly outweighs the public utility of Defendant’s
8 conduct. There is no public utility to misrepresenting whether Products are discounted and
9 misrepresenting the duration of sales. Plaintiff’s and the Class’s injury was not outweighed by any
10 countervailing benefits to consumers or competition. Misleading consumers only injures healthy
11 competition and harms consumers.

12 Deceptive Acts or Practices

13 76. As alleged in detail above, Defendant’s representations in email subject lines that its
14 Products were on sale for a limited time and that the customers could receive the advertised discounts
15 only in that limited time are deceptive.

16 77. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and other
17 reasonable recipients. Defendant knew, or should have known through the exercise of reasonable care,
18 that these statements were inaccurate and misleading.

19 78. Defendant’s unfair or deceptive acts or practices vitally affect the public interest and thus
20 impact the public interest for purposes of applying the CPA. RCW 19.190.030(3); RCW 19.190.100.

21 79. Defendant’s acts and omissions caused injury to Plaintiff and Class members. In
22 addition, violations of CEMA establish the injury and causation elements of a CPA claim as a matter of
23 law.

24 80. Under the CPA, “[p]rivate rights of action may ... be maintained for recovery of actual
25 damages, costs, and a reasonable attorney’s fee. A private plaintiff may be eligible for treble damages,”
26 and “may obtain injunctive relief, even if the injunction would not directly affect the individual’s own
27

1 rights.” Washington Pattern Jury Instruction Civil No. 310.00 (Consumer Protection Act—
2 Introduction) (internal citations omitted); RCW 19.86.090.

3 81. Under the CPA, Plaintiff and Class members are entitled to seek, and do seek, the
4 greater of actual damages and statutory damages of \$500 per email that violates CEMA. In addition,
5 Plaintiff and Class members seek treble damages, which are permitted under the CPA, including for
6 CEMA violations. Plaintiff seeks treble damages to further Plaintiff’s and Class members’ financial
7 rehabilitation, encourage citizens to bring CPA actions, deter Defendant and other persons from
8 committing CEMA violations, and punish Defendant for its false and misleading advertising practices.

9 82. Plaintiff and Class members are also entitled to, and seek, injunctive relief prohibiting
10 Defendant’s further violations of the CPA.

11 **VII. Jury Demand.**

12 83. Plaintiff demands the right to a jury trial on all claims so triable.

13 **VIII. Prayer for Relief.**

14 84. Plaintiff seeks the following relief for himself and the proposed Class:

- 15 • An order certifying the asserted claims, or issues raised, as a class action;
- 16 • A judgment in favor of Plaintiff and the proposed Class;
- 17 • The greater of actual or statutory damages, treble damages, and punitive damages where
18 applicable;
- 19 • Pre- and post-judgment interest;
- 20 • An injunction prohibiting Defendant’s deceptive conduct, as allowed by law;
- 21 • Reasonable attorneys’ fees and costs, as allowed by law;
- 22 • Any additional relief that the Court deems reasonable and just.

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Respectfully submitted,

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