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CASE #: 26-2-26318-3 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

MICHAEL CAMILLERI, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

META PLATFORMS, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY DEMAND

CLASS ACTION COMPLAINT
Case No.

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I. Introduction.

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

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

3. Defendant Meta Platforms, Inc. ("Meta" or "Defendant") markets and sells AI glasses and sunglasses ("Meta Products" or "Products") to consumers.

4. Defendant sends commercial emails to Washington residents on its mailing list. These emails frequently contain subject lines that advertise time-limited promotions or discounts on Meta Products. For example, "Ends today," "Last-chance" and "ends soon." But the sales do not really end when the subject lines say they will.

5. These deceptive emails are material to consumers. They drive sales and profits by creating a false sense of urgency to purchase before the sale ends.

6. Plaintiff is a Washington resident who received Meta's deceptive emails. Plaintiff brings this case for himself and other Washington consumers who received Defendant's deceptive emails.

II. Parties.

7. Plaintiff Michael Camilleri is domiciled in Seattle, Washington.

8. The proposed Class includes citizens of Washington.

9. Defendant Meta Platforms, Inc. is a Delaware corporation with its principal place of business at 1 Meta Way, Menlo Park, California 94025.

III. Jurisdiction and Venue.

10. This Court has subject matter jurisdiction under the Washington State Constitution, which sets forth the jurisdiction of Washington Superior Courts. This Court also has subject matter jurisdiction under the Consumer Protection Act ("CPA"), RCW 19.86.090, and the Commercial

Electronic Mail Act (“CEMA”), RCW 19.190.090, which give Washington Superior Courts jurisdiction over claims brought under the CPA and CEMA.

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

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

IV. Facts.

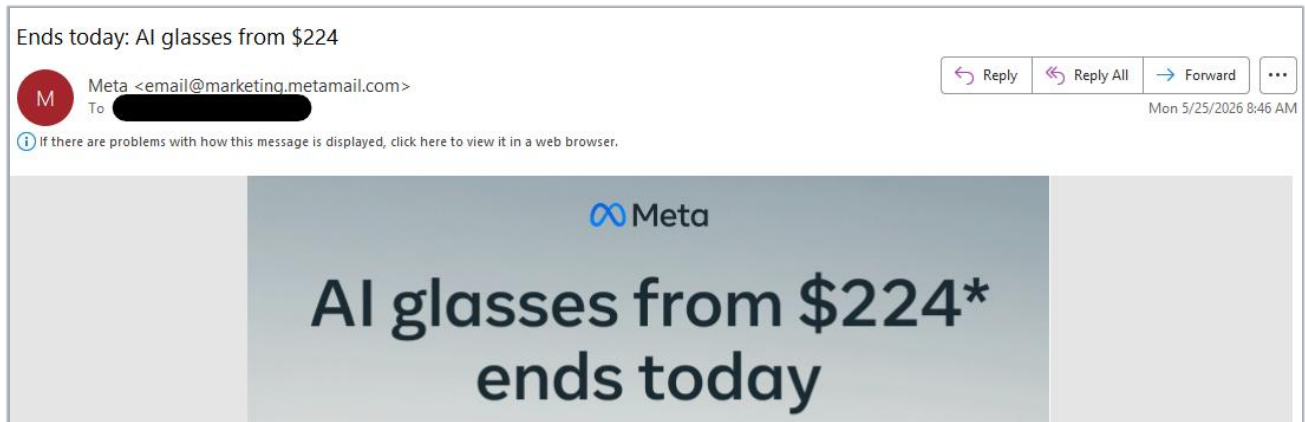
A. Defendant sends emails with false and misleading subject lines advertising supposed discounts on Meta Products.

13. Meta markets and sells Meta Products.

14. Meta sends commercial emails to its customers advertising supposedly limited-duration sales in the subject lines. Meta’s email subject lines convey that the advertised discounts are limited duration and/or will end imminently (e.g., “Ends today”). To reasonable consumers, these statements convey that the discounts are only available for a short period, and that if they don’t buy during that short sale period, they will no longer have the opportunity to get the discount and will have to pay the full non-discounted price to obtain the same Products later. This drives sales by motivating consumers to buy before the sale ends.

15. But the opportunity to get a discount does not actually end when the email subject lines say it will end; nor does it end shortly after Meta sends the limited-time promotional email. Instead, Meta regularly extends the sales after the false deadline has expired, or—within days—replaces the sale with a materially similar (or even better) sale. This allows Meta to profit from a false sense of urgency.

16. For example, on May 25, 2026, Defendant sent a commercial email to Plaintiff and other Washington residents with the subject line “Ends today: AI glasses from \$224.”



17. In the body of the email, Defendant stated: “Don’t miss the chance to make the most out of your summer with up to 25% off AI glasses. Grab yours before the sale ends.”

18. Reasonable recipients of this email would believe based on the subject line that Defendant is offering AI glasses from \$224 as a time-limited promotion (e.g., that the chance to get AI glasses from \$224 would “End[] today”). Reasonable consumers would believe that if they wait, the sale will be over and the Products’ prices will return to their regular prices.

19. But Defendant’s sale was not time-limited as advertised. In other words, the chance to get AI glasses from \$224 did not end “today.” Consumers could get the same (or an even better deal) after the subject line said the deal would end.

20. For example, two weeks later, Defendant’s website was still selling AI glasses from \$224 (25% off the supposed regular price of \$299) on its website.

Meta AI glasses Meta Quest Apps and games Explore Meta Support Q US

SHOP AI GLASSES

Discover AI glasses that blend cutting-edge technology with iconic style.
Flexible payments at 0% APR available with Affirm⁺

Try on virtually

Filter > Sort by: Featured

Model	Colors	Pricing
Ray-Ban Meta Wayfarer (Gen 2)	7 colors	From \$379 or \$32/month ²
Ray-Ban Meta Skyler (Gen 2)	8 colors	From \$379 or \$32/month ²
Ray-Ban Meta Headliner (Gen 2)	7 colors	From \$379 or \$32/month ²
Ray-Ban Meta Blazer Optics (Gen 2)	5 colors	From \$499 or \$21/month ²
Ray-Ban Meta Scriber Optics (Gen 2)	5 colors	From \$499 or \$21/month ²
Ray-Ban Meta Wayfarer (Gen 1)	4 colors	From \$224 \$299 or \$19/month ²
Ray-Ban Meta Skyler (Gen 1)	5 colors	From \$224 \$299 or \$19/month ²
Oakley Meta Vanguard	7 colors	From \$499 or \$21/month ²
Oakley Meta HSTN	8 colors	From \$399 or \$33/month ²

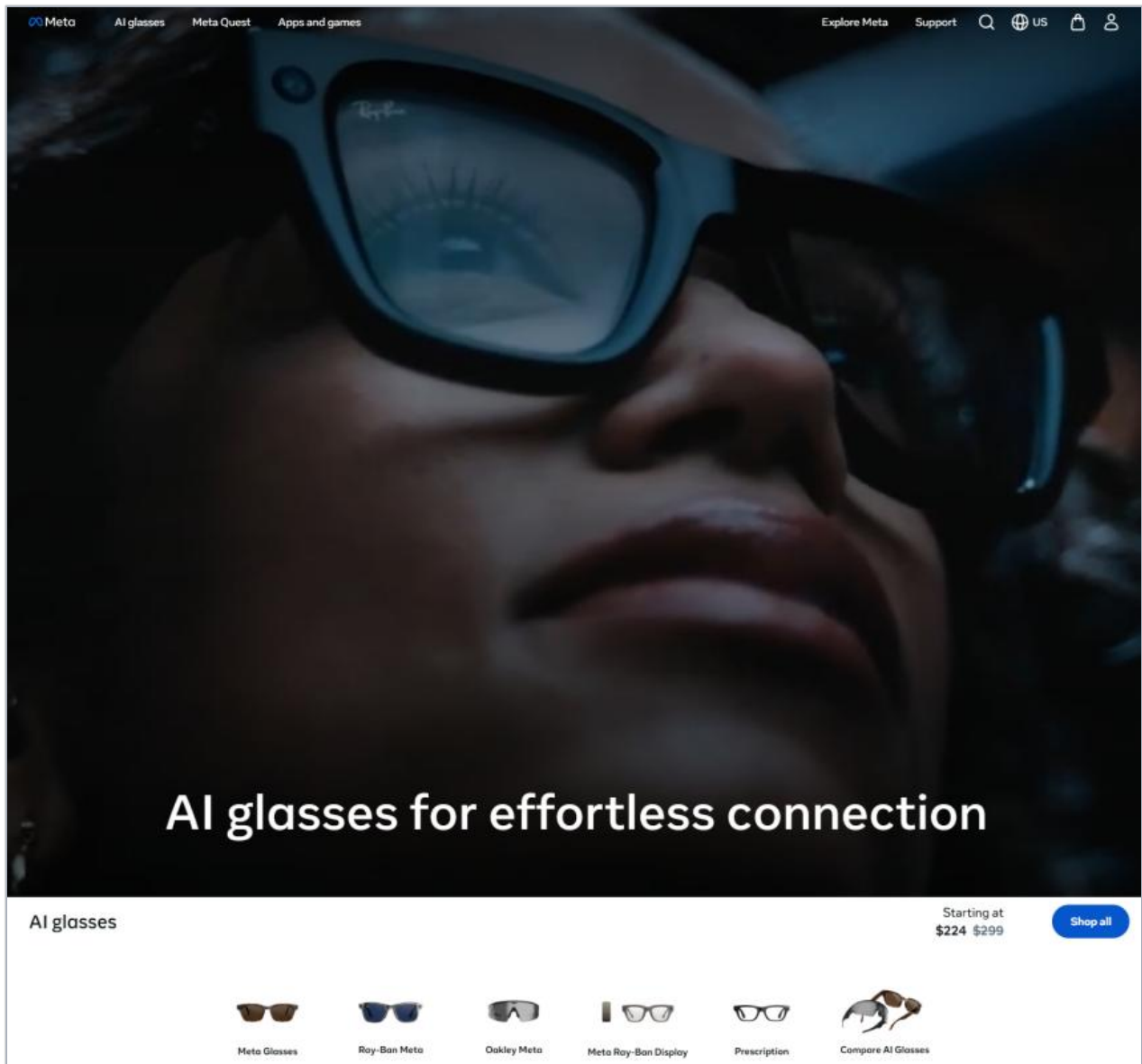
“From \$224 \$299 or \$19/month”

Captured June 7, 2026

21. Meta was offering AI glasses from \$224 in June of 2026 even though that deal was supposedly “End[ing] Today” based on the subject line of the May 25, 2026, email sent to Plaintiff. So

May 25, 2026, was not the last day to get this sale, despite the subject line of the May 25, 2026 email representing that it would be.

22. In fact, Meta has consistently offered AI glasses from \$224 since May 25, 2026, and is still offering AI glasses starting from \$224 on its website today. To confirm this, Plaintiff's counsel reviewed Defendant's website on 33 days since May 25, 2026. And on all 33 days, Defendant was offering AI glasses starting at \$224. Below is what this perpetual promotion looks like on Meta's website.



Captured July 20, 2026

23. So the “AI glasses from \$224” promotion did not end on May 25, 2026 when the email subject line said it would. Instead, Defendant offered the same sale as the sale that was advertised as time-limited in the email subject lines constantly since sending the “Ends today” email.

24. The subject lines of Defendant’s emails advertising sales on AI glasses are false and misleading. These subject lines convey that unless consumers buy during the limited, advertised window, the opportunity to receive a discount will disappear and the consumer will have to pay full price for Defendant’s Products. In truth, the opportunity to receive a discount would remain available indefinitely: Defendant’s sales are regularly offered after the subject lines represent they will be, entitling consumers to receive the same discounts (or substantially similar or even better ones) to the ones that supposedly “end[] today,” including in the days right after the “ends today” emails are sent.

25. This pattern is no accident: Meta puts the misleading time limits in its email subject lines, knowing that the sale will not really end when the email says or will quickly be replaced by a materially similar (or even better) one, because these misleading time limits create a sense of urgency and drive sales.

26. Defendant sends these emails en masse to recipients on its email list. Accordingly, Defendant has sent at least thousands of emails to Washington recipients, with similar false or misleading subject lines.

27. A sophisticated commercial enterprise, like Defendant, which is engaged in persistent marketing through mass email campaigns, has several ways of knowing where the recipients of its marketing emails are located, including Plaintiff. The means Defendant uses are particularly within its knowledge.

28. First, the sheer volume of email marketing that Defendant engages in puts it on notice that Washington residents would receive its emails.

29. Second, Defendant obtains location information tied to email addresses when consumers make purchases from Defendant, when they otherwise self-report such information to Defendant, or

when they interact with Defendant's website, emails, or other services.¹ For example, Washington customers supply Defendant with their billing and/or shipping addresses when they make a purchase.

30. Third, Defendant can, and likely does, obtain location information tied to email addresses by tracking the IP addresses of devices used to open its emails, which in turn can be correlated to physical location (as illustrated, for example, by the website <https://whatismyipaddress.com/>). Similarly, Defendant can, and likely does, use email marketing software platforms to manage its email marketing campaigns. These types of platforms allow Defendant to identify anyone who receives its marketing emails, determine who opens them, and track who clicks on any links within them.

31. Fourth, Defendant can obtain location information tied to email addresses by purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax, which sell access to databases linking email addresses to physical locations, among other identifiers.

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

33. Sixth, Defendant can obtain information that the recipients of its marketing emails are Washington residents because the information is available, upon request, from the registrant of the Internet domain names contained in the recipients' email addresses. *See* RCW 19.190.020(2).

34. Defendant also knows what sales it is offering and what sales it plans to offer in the near future. It knows that, in truth, the opportunity to receive supposed discounts will not end on the advertised end date of its sales, and that it is not really consumers' last day or chance to get the advertised sales. Defendant also knows how frequently it runs discounts and the prices it offers its Products.

B. Defendant's emails are materially deceptive.

35. Meta's deceptive email subject lines are material to reasonable consumers.

¹ Defendant's Privacy Policy, available at <https://www.facebook.com/privacy/policy/>, discloses the collection and usage of information, including IP addresses, through a variety of technologies when interacting with Defendant's website and emails.

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

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

38. Research confirms that discounts are important to consumers. “Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon often closes the deal, if they are wavering or are undecided on making a purchase.”² And, “two-thirds of consumers have made a purchase they weren’t originally planning to make solely based on finding a coupon or discount,” while “80% [of consumers] said they feel encouraged to make a first-time purchase with a brand that is new to them if they found an offer or discount.”³

39. Similarly, when consumers believe that an offer is expiring soon, the sense of urgency makes them more likely to buy a product.⁴

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

² Invesp, How Discounts Affect Online Consumer Buying Behavior (<https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>).

³ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, 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>).

⁴ CXL, Creating Urgency, (<https://cxl.com/blog/creating-urgency/>) (last accessed November 16, 2025) (increasing urgency by advertising limited time nature of promotion increased conversion rates 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 conversion rate for ad that increased urgency via countdown timer).

41. This is why Defendant sends these emails. Defendant intends to deceive consumers into believing that its discounts are limited time and into believing that consumers are getting a special discount off the regular price of Defendant's Products.

42. Defendant's email subject lines also make Washington consumers more likely to open the emails, read the emails, buy the Products quickly, and be willing to pay more for the Products. This increases demand, drives sales, allows Defendant to sell more Products than it otherwise could, and allows Defendant to charge more than it otherwise could.

V. Class Action Allegations.

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

- all Washington residents who received promotional emails from Meta with subject lines advertising time-limited sales on Meta Products, during the applicable statute of limitations.

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

Numerosity

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

46. Class members can be identified through Defendant's electronic mailing lists and public notice.

Predominance of Common Questions

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

- (1) whether Defendant's email subject lines regarding its discounts are false or misleading;
- (2) whether Defendant's email subject lines violate CEMA;
- (3) whether Defendant's email subject lines violate the CPA;
- (4) the greater of actual damages and statutory damages due to Plaintiff and the proposed Class.

Typicality & Adequacy

48. Like members of the proposed Class, Plaintiff received emails from Defendant that contained false or misleading subject lines regarding Defendant's discounts.

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

Superiority

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

VI. Claims.

Count 1: Violations of Washington's Commercial Electronic Mail Act

(By Plaintiff and the Class)

51. Plaintiff incorporates the facts alleged above.

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

53. Meta is a "person" under CEMA. RCW 19.190.010(11).

54. As alleged in detail above, Meta violated CEMA by initiating the transmission of, or assisting in the transmission of, commercial electronic mail messages that contained false or misleading information in the subject line to Plaintiff's and Class members' electronic mail addresses.

55. Defendant sent these emails to Plaintiff and Class members for the purpose of promoting Meta's Products for sale.

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

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

58. Defendant's acts and omissions injured Plaintiff and Class members.

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

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

Count 2: Violations of the Washington Consumer Protection Act

(By Plaintiff and the Class)

61. Plaintiff incorporates the facts alleged above.

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

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

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

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

66. A violation of CEMA establishes all elements of the CPA, including injury and causation, as a matter of law. *Wright v. Lyft, Inc.*, 189 Wn.2d 718, 732 (2017) (CEMA "establishes the injury and causation elements of a CPA claim as a matter of law."); *Brown v. Old Navy, LLC*, 4 Wn.3d 580 (2025) ("CEMA does not require a showing of injury for statutory damages to be awarded because the injury is receiving the e-mail that violates CEMA.").

67. As alleged in detail above, Defendant's transmission of commercial electronic mail messages to Plaintiff and Class members that contained false or misleading information in the subject line also violates the CPA because it constitutes unfair or deceptive practices that occur in trade or commerce.

Unfair Acts or Practices

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

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

Deceptive Acts or Practices

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

71. Defendant's representations were likely to deceive Plaintiff and other reasonable recipients. Defendant knew, or should have known through the exercise of reasonable care, that these statements were inaccurate and misleading.

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

73. Defendant's acts and omissions caused injury to Plaintiff and Class members. Violations of CEMA establish the injury and causation elements of a CPA claim as a matter of law.

74. Under the CPA, Plaintiff and Class members are entitled to seek, and do seek, the greater of actual damages and statutory damages of \$100 per email that violates CEMA.

75. Plaintiff and Class members are also entitled to, and seek, injunctive relief prohibiting Defendant's further violations of the CPA.

VII. Jury Demand.

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

VIII. Prayer for Relief.

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

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiff and the proposed Class;
- The greater of actual or statutory damages;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Dated: August 12, 2026

Respectfully submitted,

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