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August 06 2026 8:30 AM

PIERCE COUNTY CLERK
NO: 26-2-10709-8

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF PIERCE

JOSEPH KIEBLER, on his own behalf and
on behalf of others similarly situated,

Plaintiff,

v.

JAXXON LLC,

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Joseph Kiebler ("Plaintiff"), on his own behalf and on behalf of others similarly situated, on information and belief except to his own experiences and matters of public record, complains of Jaxxon LLC ("Jaxxon" or "Defendant") 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. Jaxxon engages in the precise activity which CEMA prohibits.

2 4. Jaxxon spams Washington consumers, including Plaintiff, with commercial emails
3 featuring subject lines which employ various tactics to create a false sense of urgency in
4 consumers' 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. Through their deceptive time-sensitivity, Jaxxon falsely narrows the field—steering
9 consumers away from shopping for better deals—to its own products that must be purchased *now*.

10 7. Plaintiff challenges Jaxxon's harassment of Washington consumers with deceptive
11 marketing for violations of the Commercial Electronic Mail Act (RCW 19.190.020) and the
12 Consumer Protection Act (RCW 19.86.020) for injuries caused, additionally seeking injunctive
13 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 Pierce County under RCW 4.12.020(3) because Plaintiff's cause
17 of action, or some part thereof, arose in Pierce County.

18 10. Defendant sells its products in Washington through its website and is thus subject
19 to personal jurisdiction in this court. *See, e.g., Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592
20 U.S. 351 (2021).

21 III. PARTIES

22 11. Plaintiff Joseph Kiebler is a resident of Pierce County, Washington.

23 12. Defendant Jaxxon LLC is incorporated in Delaware with its principal place of
24

1 business at 691 Randolph Ave, Costa Mesa, CA 92626.

2 IV. FACTUAL ALLEGATIONS

3 A. CEMA protects Washington consumers from deceptive spam emails.

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

6 14. In 1998, the Legislature found that the “volume of commercial electronic mail” was
7 “growing,” generating an “increasing number of consumer complaints.” Laws of 1998, ch. 149,
8 § 1.

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

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

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

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

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

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

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

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

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

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

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

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

23 27. CEMA “mean[s] exactly what it says”: in “broad” but “patently clear” language,
24

1 CEMA unambiguously prohibits “sending Washington residents commercial e-mails that
2 contain *any* false or misleading information in the subject lines of such e-mails.” *Certification from*
3 *U.S. Dist. Ct. for W. Dist. of Wash. in Brown v. Old Navy, LLC*, 567 P.3d 38, 44, 46–47 (Wash.
4 2025).

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

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

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

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

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

21 32. “False or misleading scarcity claims can change the behavior of consumers.”
22 *Online Choice Architecture*, *supra* para. 30, at 27.

23 33. Representations about the timing and duration of sales, discounts, and other special
24

1 offers are fundamentally representations about prices, and such representations matter to ordinary
2 consumers. *See, e.g., Huiliang Zhao et al., Impact of Pricing and Product Information on*
3 *Consumer Buying Behavior with Customer Satisfaction in a Mediating Role*, 12 *Frontiers in*
4 *Psychology* 720151 (2021), available at
5 <https://pmc.ncbi.nlm.nih.gov/articles/PMC8710754/pdf/fpsyg-12-720151.pdf/>.

6 34. False scarcity claims are psychologically effective. As “considerable evidence”
7 suggests, “consumers react to scarcity and divert their attention to information where they might
8 miss opportunities.” *Online Choice Architecture*, *supra* para. 30, at 26.

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

12 36. Under time pressure, “consumers might take up an offer to minimize the uncertainty
13 of passing it up.” *Id.*

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

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

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

21 40. These false time scarcity claims are a staple of Jaxxon’s marketing scheme to
22 compel consumers to purchase its products.

23 41. Jaxxon is a men’s jewelry retailer, selling its products through its website,

1 <https://jaxxon.com/>, as well as through a retail storefront located in California.

2 42. To advertise its products and encourage purchases, Jaxxon routinely sends spam
3 emails to consumers. These emails are part of a calculated marketing strategy that Jaxxon
4 orchestrates in advance to maximize sales by distorting factual information about the duration and
5 availability of its promotions.

6 43. Unfortunately for those recipients, Jaxxon regularly titles its emails with urgent
7 subject headings that do not reflect the true availability of the advertised deal. This strategy is
8 demonstrated in the examples discussed below.

9 44. Jaxxon has tailored its approach to fit a number of offers, including promotion
10 extensions. In these examples, Jaxxon sends consumers marketing emails to advertise an offer,
11 promotion, or sale. Then, it uses the subject lines of follow-up emails to present the promotional
12 pricing as a scarce or time-limited opportunity. This strategy commands consumers' attention and
13 pressures them to purchase Jaxxon's products. Finally, once the originally advertised "deadline"
14 has passed, Jaxxon knowingly extends the same promotion to a new end date.

15 45. This misleading marketing strategy allows Jaxxon to maximize sales during both
16 the initial promotion, as well as the subsequent extension. While Jaxxon may present these
17 extensions as though they are a favor or unexpected blessing to consumers, they are anything but.
18 By deploying false time pressure with surprise extensions—which are only disclosed once the
19 original promotion has ended—Jaxxon compels consumers to purchase quickly while withholding
20 terms that consumers need so they can make informed buying decisions.

21 46. As an example of Jaxxon's marketing scheme, on August 1, 2026, Jaxxon sent
22 consumers a mass email with the subject line, "LAST 24 HRS | Enjoy 20% OFF Everything + Free
23 Ship!"

1 47. The subject line of the August 1, 2026, email was false or misleading. The sale
2 would not end after the 24 hours lapsed, as Jaxxon knew and intended when it or its contractors
3 crafted this marketing campaign.

4 48. The very next day, on August 2, 2026, Jaxxon sent an email to consumers with the
5 subject line, "FINAL 5 HOURS | Shop Anniversary Sale!" extending the same sale that was
6 represented as ending after the 24 hours lapsed.

7 49. As another example of Jaxxon's marketing scheme, on May 24, 2026, Jaxxon sent
8 consumers a mass email with the subject line, "ONLY 48 HRS LEFT | Memorial Day Sale". The
9 contents of the email claimed there were only 48 hours left to save 47% off up to \$220 dollars.

10 50. The following day, on May 25, 2026, Jaxxon sent consumers two additional emails
11 with the subject lines, "ENDS TONIGHT | Chains Up To 47% OFF!" and "FINAL 5 HOURS |
12 Stack Up To \$220 OFF! 🍀".

13 51. The subject lines of the May 24 and May 25, 2026, emails were false or misleading.
14 May 25, 2026, was not the last day of the 47% off sale, as Jaxxon knew and intended when it or
15 its contractors crafted this marketing campaign.

16 52. Instead, the very next day, on May 26, 2026, Jaxxon sent consumers an email with
17 the subject line "SALE EXTENDED | Stack Up To \$220 OFF" falsely "extending" the same sale
18 that it represented would end the day prior.

19 53. As another example of Jaxxon's marketing scheme, on November 29, 2025, Jaxxon
20 sent consumers a mass email with the subject line, "🍀 48 Hours Left 🍀 Bigger, Bolder Deals
21 Just Dropped". The contents of the email claimed that the up to 55% off sale ends in 48 hours.

22 54. On November 30, 2025, Jaxxon sent consumers two mass emails with the subject
23

1 SELLING OUT". Both emails claimed that there were only 24 hours left for the up to 55% off
2 sale.

3 55. On December 1, 2025, Jaxxon sent consumers two mass emails with the subject
4 lines "ENDS TONIGHT 🕒 Up to 55% OFF Site Wide" and "FINAL HOURS: Cyber Monday
5 Deals up to 55% OFF".

6 56. The subject lines of the November 29, November 30, and December 1, 2025, emails
7 were false or misleading. December 1, 2025, was not the last day of the 55% off sale, as Jaxxon
8 knew and intended when it or its contractors crafted this marketing campaign.

9 57. The very next day, on December 2, 2025, Jaxxon informed consumers, "SALE
10 Extended: Up to 55% OFF for 24 Hours", falsely "extending" the same promotion it had
11 represented as ending the day prior.

12 58. As another example of Jaxxon's marketing scheme, on August 30, 2025, Jaxxon
13 sent consumers a mass email with the subject line, "48 HOURS LEFT | Up to 40% OFF".

14 59. On August 31, 2025, Jaxxon sent consumers a mass email with the subject line,
15 "Up to 40% OFF ENDS TOMORROW".

16 60. On September 1, 2025, Jaxxon sent consumers two mass emails with the subject
17 lines "🕒 Up to 40% OFF ENDS TONIGHT" and "SALE ENDS AT MIDNIGHT ✨ Up to 40%
18 OFF!"

19 61. The subject lines of the August 30, August 31, and September 1, 2025, emails were
20 false or misleading. September 1, 2025, was not the last day of the 40% off sale, as Jaxxon knew
21 and intended when it or its contractors crafted this marketing campaign.

22 62. The very next day, on September 2, 2025, Jaxxon informed consumers, "SALE
23 EXTENDED 🕒 UP TO 40% OFF ENDS TONIGHT"

1 represented as ending the day before.

2 63. As another example of Jaxxon's marketing scheme, on February 13, 2025, Jaxxon
3 sent a mass email with the subject line, "SALE ENDS TOMORROW | Up to 40% Off Sitewide".

4 64. On February 14, 2025, Jaxxon sent consumers a mass email with the subject line
5 "VALENTINE'S SALE ENDS TONIGHT". The contents of the email claimed the 40% sale would
6 end that night.

7 65. The subject lines of the February 13 and February 14, 2025, emails were false or
8 misleading. February 14, 2025, was not the last day of the 40% off sale as Jaxxon knew and
9 intended when it or its contractors crafted this marketing campaign.

10 66. The very next day, on February 15, 2025, Jaxxon informed consumers, "SALE
11 EXTENDED 🎁 UP TO 40% OFF 🎁" falsely "extending" the same promotion that was
12 represented

13 67. As another example of Jaxxon's marketing scheme, on September 1, 2024, Jaxxon
14 sent a mass email with the subject line, "🎁 EXPIRES TOMORROW - UP TO \$100 OFF".

15 68. On September 2, 2024, Jaxxon sent consumers two mass emails with the subject
16 lines "UP TO \$100 OFF -> ENDS TONIGHT 🎁" and "🕒 Final Hours - Up To \$100 OFF".

17 69. The subject lines of the September 1 and September 2, 2024, emails were false or
18 misleading. September 2, 2024, was not the last day of the up to \$100 off promotion as Jaxxon
19 knew and intended when it or its contractors crafted this marketing campaign.

20 70. The very next day, on September 3, 2024, Jaxxon informed consumers, "🎁 Sale
21 Extended - Take Up To \$100 OFF" falsely "extending" the same promotion that was represented
22 as ending the previous day.
23

1 sent a mass email with the subject line, “[24 Hour Notice] Up to 50% OFF Sitewide is About to
2 End ”.

3 72. On January 4, 2024, Jaxxon sent consumers a mass email with the subject line “
4 New Year Sale - ENDS TONIGHT ”. The contents of the email claimed the up to 50% off sale
5 would end that night.

6 73. The subject lines of the January 3 and January 4, 2024, emails were false or
7 misleading. January 4, 2024, was not the last day of the up to 40% off sale as Jaxxon knew and
8 intended when it or its contractors crafted this marketing campaign.

9 74. The very next day, on January 5, 2024, Jaxxon informed consumers, “ UP TO
10 50% OFF - SALE EXTENDED ” falsely “extending” the same promotion that was represented
11 as ending the previous day.

12 75. As the subject lines of these examples of Jaxxon’s marketing tactics demonstrate,
13 Jaxxon is engaged in a scheme where it pressures consumers to purchase its products by falsely
14 representing the limited availability of its offers.

15 76. This complicated and seemingly perpetual series of promotions threatened
16 terminations, and renewals of the same offer is a strong indication that these promotions do not
17 reflect any underlying business realities of supply or demand. To the contrary, they are just
18 marketing tricks, components of preplanned, preconceived marketing strategies—all at consumers’
19 expense.

20
21 **C. Jaxxon knows when it sends emails to Washington residents.**

22 77. A sophisticated commercial enterprise, like Jaxxon, which is engaged in persistent

1 its knowledge.

2 78. First, the sheer volume of email marketing that Jaxxon engages in puts it on notice
3 that Washington residents would receive its emails.

4 79. Second, Jaxxon may obtain location information tied to email addresses when
5 consumers purchase Jaxxon's products, or otherwise self-report such information to Jaxxon.

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

9 81. Fourth, Jaxxon may obtain location information tied to email addresses by
10 purchasing consumer data from commercial data brokers such as Acxiom, Oracle, and Equifax,
11 which sell access to databases linking email addresses to physical locations, among other
12 identifiers.

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

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

19 84. It is thus highly probable that a seller of Defendant's size and sophistication
20 employs not just one but several means of tying consumers' email addresses to their physical
21 locations, at least at the state level.

22 **D. Jaxxon violated Plaintiff's right under CEMA to be free from deceptive**
commercial emails.

1 false or misleading statements in violation of his right to be free from such annoyance and
2 harassment under CEMA.

3 86. Plaintiff received, for example, the following emails from Jaxxon, each of which is
4 discussed above, at a personal email address:

5 87. “ENDS TONIGHT | Chains Up To 47% OFF!” on May 25, 2026;

6 88. “FINAL 5 HOURS | Stack Up To \$220 OFF! 🍀 ” on May 25, 2026; and

7 89. “ONLY 48 HRS LEFT | Memorial Day Sale” on May 24, 2026.

8 90. The subject lines of these emails are false or misleading in violation of CEMA, as
9 discussed in detail, *supra*.

10 91. The subject line contained false statements of fact as to the “duration or availability
11 of a promotion.” *Brown*, 567 P.3d at 47.

12 V. CLASS ALLEGATIONS

13 92. Plaintiff brings this action under Civil Rule 23 on behalf of the following putative
14 class (“Class”):

15 All Washington residents who, during the Class Period, received a
16 commercial email sent by Defendant, on behalf of Defendant, or
17 with Defendant’s assistance, that contained messaging in the email
subject line which misrepresented the facts of a sale, deal, or
promotion.

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

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

1 95. 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 96. 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 97. 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 98. 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 99. 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.

20 100. 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

1 with respect to the Class as a whole.

2 101. The questions of law or fact common to the members of the Class predominate over
3 any questions affecting only individual members, in that, among other ways, Defendant has
4 violated their rights under the same laws by the same conduct, and the only matters for individual
5 determination are the number of false or misleading emails received by each Class member and
6 that Class member's resulting damages.

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

11 VI. CLAIMS TO RELIEF

12 First Claim to Relief

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

14 103. Plaintiff incorporates and realleges paragraphs 1–91 above.

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

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

21 106. Defendant initiated the transmission, conspired with another to initiate the
22 transmission, or assisted the transmission of “commercial electronic mail messages” within the
23 meaning of CEMA. RCW 19.190.010(2).

1 107. Defendant initiated the transmission, conspired with another to initiate the
2 transmission, or assisted the transmission of such messages to electronic mail addresses that
3 Defendant knew, or had reason to know, were held by Washington residents, including because
4 Defendant knew that Plaintiff and putative members were Washington residents through
5 “information is available, upon request, from the registrant of the internet domain name contained
6 in the recipient’s electronic mail address”. RCW 19.190.020(b)(2).

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

10 109. For Defendant’s violation of CEMA, Plaintiff is entitled to all available relief,
11 including an injunction against further violations.

12 Second Claim to Relief

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

14 110. Plaintiff incorporates and realleges paragraphs 1-91 above.

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

18 112. A violation of CEMA is a *per se* violation of the CPA. RCW 19.190.030.

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

21 114. CEMA provides that “[n]o person may initiate the transmission, conspire with
22 another to initiate the transmission, or assist the transmission, of a commercial electronic mail
23 message ... to an electronic mail address that the sender knows, or has reason to know, is held by
24

1 a Washington resident that ... [c]ontains false or misleading information in the subject line.”
 2 RCW 19.190.020(1)(b).

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

4 116. Defendant initiated the transmission, conspired with another to initiate the
 5 transmission, or assisted the transmission of “commercial electronic mail messages” within the
 6 meaning of CEMA. RCW 19.190.010(2).

7 117. Defendant initiated the transmission, conspired with another to initiate the
 8 transmission, or assisted the transmission of such messages to electronic mail addresses that
 9 Defendant knew, or had reason to know, were held by Washington residents.

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

13 119. For Defendant’s violation of the CPA, Plaintiff and putative members are entitled
 14 to an injunction against further violations; the greater of Plaintiff’s actual damages or liquidated
 15 damages of \$500 per violation, trebled; and costs of the suit, including a reasonable attorney’s fee.

16 **VII. JURY DEMAND**

17 120. Plaintiff will demand a jury trial by separate document in accordance with Local
 18 Civil Rule 38(a).

19 **VIII. PRAYER FOR RELIEF**

20 Plaintiff asks that the Court:

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

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

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

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

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

7 RESPECTFULLY SUBMITTED this 5th day of August, 2026.

8 /s/ Samuel J. Strauss

9 Samuel J. Strauss, WSBA No. #46971

Raina C. Borrelli (*pro hac vice* forthcoming)

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14 *Counsel for Plaintiff and the Putative Class*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Joseph Kiebler

(b) County of Residence of First Listed Plaintiff **Pierce County, WA**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

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DEFENDANTS

Jaxxon, LLC

County of Residence of First Listed Defendant **Orange County, CA**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Kasey Myhra / O'HAGAN MEYER PLLC
1420 Fifth Ave., Ste. 2200, Seattle, WA 98101
Phone: (206) 844-1354

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☒ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1441(a)

Brief description of cause:

Plaintiff alleges violations of Washington's Consumer Protection Act and Commercial Electronic Act arising from emails sent by Defendant.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

Actual and liquidated

CHECK YES only if demanded in complaint:

JURY DEMAND:☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

09/03/2026

SIGNATURE OF ATTORNEY OF RECORD

s/ Kasey C. Myhra

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE