

IN THE CIRCUIT COURT FOR BALTIMORE CITY

KIMBERLY SMITH
3617 COTTAGE AVENUE
BALTIMORE, MD 21215

*on her own behalf and on behalf of
all others similarly situated,*

Plaintiff,

v.

LANE BRYANT BRANDS OPCO LLC
8323 WALTON PARKWAY
NEW ALBANY, OH 43054

Serve on:

THE CORPORATION TRUST
INCORPORATED
2405 YORK ROAD, SUITE 201
LUTHERVILLE, MD 21093

Defendant.

JURY TRIAL REQUESTED

C-24-CV-25-008480

Case No. _____

CLASS ACTION COMPLAINT

I. PRELIMINARY STATEMENT

1. This is a class action against Defendant Lane Bryant Brands Opco LLC (Lane Bryant or Defendant) for false and misleading email marketing.

2. Lane Bryant sends marketing emails that misrepresent the duration of given promotions, in an apparent effort to drive sales by creating a false sense of urgency. The subject line of these kinds of emails falsely claims that a certain sale or discount is time-limited, such as [FINAL HOURS] or [TODAY ONLY], or [LAST CALL], when, in reality, the offer lasts longer than advertised. But the day after sending these types of emails, Lane Bryant will send another

email purporting to "EXTEND[]" the sale, or stating that there is a "BONUS DAY" for the sale. In reality, Lane Bryant always planned the sale to continue during the advertised extension.

3. Lane Bryant uses its preconceived "sale extensions" as an excuse to send consumers additional emails purporting to notify them that a sale is ending or that a sale has been extended.

4. Lane Bryant's practice of sending emails about sales with fictional time limits, fake extensions, and more illusory special offers violates the Maryland Commercial Electronic Mail Act, Maryland Code Annotated, Commercial Law §14-3001 *et seq.* ("MCEMA").

5. The fact that such statements are false and misleading has been recognized by the Federal Trade Commission, which directs that sellers should not "make a "limited" offer which, in fact, is not limited." 16 C.F.R. §233.5; *see also Brown v. Old Navy, LLC*, 567 P.3d 38 (Wash. 2025) (recognizing that such false or misleading emails violate Washington's Commercial Electronic Mail Act, Revised Code of Wash., §19.190.020, *et seq.*, the statute upon which MCEMA was based).

6. Additionally, Lane Bryant sends emails with subject lines informing the recipient that the recipient is getting a "free" gift. In reality, however, the gift is entirely and completely contingent on the recipient making a minimum purchase, and the conditions related to receiving the "free" gift are only ever disclosed in the fine print of the body of the email.

7. The fact that such "free gift" statements are false and misleading has been recognized by the Federal Trade Commission, which directs that sellers should not make representations that a product can be obtained for "free" unless "all the terms, conditions and obligations upon which receipt and retention of the "Free" item are contingent [are] set forth clearly and conspicuously at the outset of the offer so as to leave no reasonable probability that the terms

of the offer might be misunderstood.□ 16 C.F.R. □ 251(c) (emphasis added) (also stating that “disclosure of the terms of the offer set forth in a footnote of an advertisement to which reference is made by an asterisk or other symbol placed next to the offer, is not regarded as making disclosure at the outset.”) (emphasis added); *see also Brown v. Old Navy*).

8. By sending emails with subject lines containing false and misleading information to Named Plaintiff and the Class (defined below), Lane Bryant violates MCEMA.

9. By sending these false and misleading emails, Lane Bryant intends to deceive the recipients.

10. Named Plaintiff brings this action as a class action on behalf of persons residing in Maryland, to whom Lane Bryant sent emails with false and/or misleading subject lines. Named Plaintiff’s requested relief includes an award to Named Plaintiff and Class members of statutory and exemplary damages for each illegal email, and an award of attorneys’ fees and costs.

II. JURISDICTION

11. The Circuit Court of Maryland has jurisdiction over this case under MD. CODE ANN., CTS. & JUD. PROC. □1-501.

12. The Circuit Court of Maryland has personal jurisdiction over Defendant Lane Bryant pursuant to MD. CODE ANN., CTS. & JUD. PROC. □ 6-103(1)-(3), as Lane Bryant systematically and continually transacts business in Maryland, maintains leases in the state of Maryland, operates stores located in the state of Maryland, the case arises, in part, out of a transaction that took place within Maryland, and Lane Bryant contracts to supply goods or services in Maryland.

III. PARTIES

13. Named Plaintiff Kimberly Smith (□Named Plaintiff□) is a natural person currently residing at 3617 Cottage Ave., Baltimore, MD 21215 (Baltimore City).

14. Defendant Lane Bryant is an Ohio Limited Liability Company doing business within this state and with its principal place of business located at 8323 Walton Parkway, New Albany, OH 43054.

IV. FACTUAL ALLEGATIONS

A. MCEMA prohibit initiating or conspiring to initiate the transmission of commercial e-mails with false or misleading information in the subject lines.

15. MCEMA, by its terms, regulates deceptive email marketing.

16. MCEMA was enacted to protect consumers□interests in being free from deceptive commercial e-mails.

17. An injury occurs under MCEMA any time a commercial e-mail is transmitted that contains false or misleading information in the subject line.

18. Under MCEMA, it is irrelevant whether misleading commercial e-mails were solicited.

19. MCEMA creates an independent, limited, private of right of action, which can be asserted by a person who is the recipient of a commercial electronic mail message which contains false or misleading information in the subject line that has the capacity, tendency, or effect of deceiving the recipient. *See, e.g.*, MCEMA □14-3003.

20. Violations of MCEMA create standalone causes of action.

B. Lane Bryant initiated (or conspired to initiate) the transmission of commercial e-mails with false or misleading subject lines.

21. Lane Bryant has initiated (or conspired to initiate) the transmission of commercial electronic mail messages with false or misleading information in the subject lines to Named Plaintiff and members of the Class.

22. The emails were electronic mail messages, in that they were each an electronic message sent to an electronic mail address; the emails from Lane Bryant also referred to an internet domain, whether or not displayed, to which an electronic mail message can or could be sent or delivered.

23. Lane Bryant sent the emails for the purpose of promoting its goods for sale.

24. The emails were sent at Lane Bryant's direction and were approved by Lane Bryant.

25. Lane Bryant's emails frequently advertise the "limited" nature of sales, discounts, and prices. For example, on May 26, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "ENDS TODAY! \$35 BRAS + 50% OFF so much more!" and another email with the subject line: "LAST CALL! \$35 BRAS + 50% OFF so much more." However, the very next day, Lane Bryant sent Named Plaintiff an email with the subject line: "EXTENDED! \$35 BRAS + 50% OFF."

26. By stating that a sale is ending at a specific time, Lane Bryant suggests an offer's rarity or urgency, stimulating consumers' desire to get the deal before it's gone while simultaneously inducing fear of missing a good buy.

27. Lane Bryant designs the subject lines of its marketing emails to tap into these consumer urges.

28. The fact that such statements are false and misleading has been recognized by the Federal Trade Commission, which directs that sellers should not "make a 'limited' offer which, in fact, is not limited." 16 C.F.R. § 233.5; *see also Brown v. Old Navy*.

29. Lane Bryant uses the purportedly limited nature of its offers to send *more* emails to consumers than it otherwise might. Lane Bryant may send a single consumer up to three marketing emails *per day*, and commonly sends emails advertising limited time offers.

30. Lane Bryant violates MCEMA because many of the statements in the email subject lines are false and misleading on several fronts. There are numerous examples of Lane Bryant emails that can be shown to have false and misleading information in the subject lines just by reviewing the subject lines of other Lane Bryant emails. The facts alleged below show the types of false and misleading email subject lines Lane Bryant sends to Maryland residents.

C. Some emails state that a sale has been "extended," but Lane Bryant always planned for the sale to be offered during the purported "extension."

31. Lane Bryant misrepresents the length of time sales will be offered by sending emails stating that a sale has been "EXTENDED!" However, discovery will show that Lane Bryant employees did not gather at the end of the planned sale and determine that the sale should be extended. Instead, the sale was always planned to continue and the advertised "extension" is fake. Lane Bryant regularly claims or suggests that sales will only be available for a certain amount of time in the email subject line, only to "extend" the sale immediately after the sale was purported to end. In many instances, the sale is available for longer than the time period stated in the email subject line.

32. For example, on September 14, 2025, Lane Bryant sent Named Plaintiff Smith three emails with the following subject lines: (1) "BOGO FREE EVERYTHING TODAY ONLINE ONLY!" (2) "Final hours! BOGO *FREE* EVERYTHING (bra + panties, too!)," and (3) "Heads up BOGO FREE EVERYTHING end[s] in M I N S."

33. However, the very next day, Lane Bryant sent Named Plaintiff an email with the subject line: "EXTENDED BOGO FREE EVERYTHING ONLINE NOW."

34. The subject lines of the emails sent on September 14, 2025, stating that the sale was in its "final hours" and that there were only "M I N S" left to obtain the deal were therefore false and misleading because the unchanged promotion was offered the very next day.

D. Some emails state that a recipient will receive a "free" gift, but the gift is always contingent upon a minimum purchase.

35. Lane Bryant emails also frequently advertise "free" gifts in their subject lines. For example, on June 21, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "\$19.99 BRAS. 5 FREE PANTIES. This sale won't quit." However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 3 pairs of panties, a condition that is only disclosed in the fine print of the email. Therefore, the panties were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA

36. It is not clear by examining the subject line that the "free" gift is contingent upon the recipient purchasing a minimum quantity of other products. In fact, if a consumer sees this subject line and makes a purchase of two pairs of panties, or no panties at all, the consumer cannot obtain the free panties.

37. Lane Bryant designs the subject lines of its marketing emails to tap into consumer urges to obtain free products, and in doing so, attempts to induce consumers into spending more money than they otherwise would.

38. And if the consumer chooses not to satisfy the minimum spend, then the consumer will not, in fact, receive the promised free gift, regardless of whether or not the consumer makes a purchase in an amount under the requisite minimum spend.

E. Lane Bryant sends commercial emails to consumers whom it knows, or has reason to know, reside in Maryland.

39. Lane Bryant sent the misleading commercial emails to email addresses that Lane Bryant knew, or had reason to know, were held by Maryland residents, either because (i) Lane Bryant had a physical address that was associated with the recipient based on past purchases; (ii) Lane Bryant had access to data regarding the recipient indicating which state they resided in; or (iii) information was available to Lane Bryant upon request from the registrant of the internet domain name contained in the recipient's electronic mail address.

40. Lane Bryant knows where many of its customers reside through several methods.

41. First, for any person that places an order online from Lane Bryant, Lane Bryant associates an email address with a shipping address and/or billing address for that order.

42. Second, Lane Bryant encourages online shoppers to create online accounts. Customers save information in their Lane Bryant accounts along with their email address, such as shipping addresses, billing addresses, and phone numbers.

43. Third, discovery will show that Lane Bryant employs methods to track the effectiveness of its marketing emails and to identify consumers that click on links contained in Lane Bryant's marketing emails, including by identifying their physical location. For example, discovery will also show that Lane Bryant gathers information such as geocoordinates and IP addresses from individuals who click on links in Lane Bryant commercial emails, and that Lane Bryant can use such information to determine whether the recipient is in Maryland.

44. Fourth, Lane Bryant also utilizes cookies, pixels, and other online tracking technologies to identify and locate the consumers that click on links contained in Lane Bryant's marketing emails and that visit its website. For example, Lane Bryant has installed the Meta Pixel on its website, which identifies website visitors and can identify specific Facebook and Instagram users that visit the Lane Bryant website; information that can be associated with the data collected

by Meta on where that consumer resides. Lane Bryant also employs tracking technologies provided by Google, Inc., Yahoo! Inc., FullStory, Inc., Twitter, Inc., Microsoft, Inc., and others that may be able to locate consumers in Maryland.

45. Fifth, discovery will also show that Lane Bryant employs sophisticated third parties who create profiles of customers and potential customers, including their email address and physical location.

46. Lastly, Lane Bryant also knew, should have known, or had reason to know that it sends marketing emails to Maryland residents due to its large presence in the state and the volume of marketing emails it sends to people around the country.

47. Discovery will show that, at the time it sent the emails with false and misleading subject lines, Lane Bryant had access to the data described above regarding the location of consumers in Maryland to whom it sent the emails.

F. Lane Bryant initiated (or conspired to initiate) the transmission of illegal emails to Named Plaintiffs and members of the Class.

48. At all times relevant to this Complaint, Named Plaintiff resided in Maryland.

49. Named Plaintiff receives emails from Lane Bryant at a gmail.com email address.

50. Lane Bryant knows, or has reason to know, that Named Plaintiff's email address is held by a Maryland resident. Named Plaintiff has an account with Lane Bryant reflecting her home address in the State of Maryland. Named Plaintiff has made several purchases (unrelated to the allegations contained within this Complaint) from the Lane Bryant website that have been delivered to her home in Maryland and she has shopped in Lane Bryant stores in Maryland with her account.

51. Lane Bryant sent the following emails to Named Plaintiff (emojis omitted):

- a. On Sunday, April 6, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "50% OFF + FREE shipping ending in 3...2 []". The next day, Lane Bryant sent Named Plaintiff an email with the subject line: "BONUS DAY HOORAY! 50% OFF ends tonight."
- b. On Sunday, April 13, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "Last Chance: BOGO FREE + FREE SHIPPING." The next day, Lane Bryant sent Named Plaintiff an email with the subject line: "BOGO FREE Bonus Day! NOW includes BRAS."
- c. On Monday, May 26, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "ENDS TODAY! \$35 BRAS + 50% OFF so much more!" and another email with the subject line: "LAST CALL! \$35 BRAS + 50% OFF so much more." The next day, Lane Bryant sent Named Plaintiff an email with the subject line: "EXTENDED! \$35 BRAS + 50% OFF."
- d. On Sunday, September 14, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "BOGO FREE EVERYTHING TODAY ONLINE ONLY!" a second email with the subject line: "Final hours! BOGO *FREE* EVERYTHING (bra + panties, too!)," and a third email with the subject line: "Heads up BOGO FREE EVERYTHING end[s] in M I N S." The next day, Lane Bryant sent Named Plaintiff an email with the subject line: "EXTENDED BOGO FREE EVERYTHING ONLINE NOW."
- e. On Saturday, June 21, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "\$19.99 BRAS. 5 FREE PANTIES. This sale won't quit." However, in order to obtain the "free" gift, Named Plaintiff would have had to

purchase 3 pairs of panties, a condition that is only disclosed in the fine print of the email. Therefore, the panties were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

- f. On Sunday, June 22, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "\$19.99 BRAS + 5 (!!!) FREE PANTIES INSIDE." However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 3 pairs of panties, a condition that is only disclosed in the fine print of the email. Therefore, the panties were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- g. On Tuesday, June 24, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "\$19.99 & up BRAS ~ 5 FREE PANTIES ~ 40% OFF SLEEP." However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 3 pairs of panties, a condition that is only disclosed in the fine print of the email. Therefore, the panties were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- h. On Saturday, July 19, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "Psst! Your 2 FREE ITEMS are waiting!" However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 1 other item, a condition that is only disclosed in the fine print of the email.

Therefore, the items were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

- i. On Sunday, July 20, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "2 FREE ITEMS INSIDE! The EPIC SALE Event ENDS TODAY!" However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 1 other item, a condition that is only disclosed in the fine print of the email. Therefore, the items were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- j. On Sunday, July 20, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "LAST CALL! 2 FREE Epic Sale items + \$30 COMFORT BLISS bras." However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 1 other item, a condition that is only disclosed in the fine print of the email. Therefore, the items were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- k. On Thursday, August 7, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "3 FREE PANTIES ONLINE NOW." However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 2 pairs of panties, a condition that is only disclosed in the fine print of the email. Therefore, the panties were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

- l. On Sunday, August 10, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "FREE PANTIES! ENDS TODAY." However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 2 pairs of panties, a condition that is only disclosed in the fine print of the email. Therefore, the panties were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- m. On Thursday, September 18, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "5 FREE PANTIES INSIDE." However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 3 pairs of panties, a condition that is only disclosed in the fine print of the email. Therefore, the panties were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- n. On Monday, September 22, 2025, Lane Bryant sent Named Plaintiff Smith an email with the subject line: "FINAL HOURS 5 FREE PANTIES." However, in order to obtain the "free" gift, Named Plaintiff would have had to purchase 3 pairs of panties, a condition that is only disclosed in the fine print of the email. Therefore, the panties were not "free," and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

52. Lane Bryant sent the emails identified in Paragraph 51(a) through (n) (hereinafter the "Subject Emails") to Named Plaintiff for the purpose of promoting Lane Bryant's goods for sale.

53. Lane Bryant initiated the transmission or conspired to initiate the transmission of the Subject Emails to Named Plaintiff.

54. As shown in Paragraph 51(a) through (n) Named Plaintiff has identified 17 emails with false or misleading subject lines sent to Named Plaintiff by Lane Bryant.

55. These emails were sent between April 6, 2025 and September 22, 2025, showing that Lane Bryant engaged in this conduct throughout the relevant time period.

V. CLASS ACTION ALLEGATIONS

56. Named Plaintiff brings this action, both individually and as a class action, on behalf of similarly situated recipients of commercial electronic mail sent by Lane Bryant pursuant to Maryland Rule 2-231(c)(3) and seek to represent the following Class, defined as:

All Maryland residents to whom Lane Bryant sent, within four years before the date of the filing of this complaint until the date of trial, an email with a subject line that (a) states or implies that a particular promotion will end at a specified time, when the promotion will actually continue beyond the specified end time, or (b) states or implies that the recipient of the email will be given a free product.

Excluded from the Class are Defendant, as well as Defendant's affiliates, employees, officers and directors, and the Judge to whom this case is assigned.

57. The Class, as defined above, is identifiable. Named Plaintiff is a member of the Class.

58. The Class consists, at a minimum, of 50 consumers and is thus so numerous that joinder of all members is clearly impracticable.

59. There are questions of law and fact which are not only common to the Class, but which predominate over any questions affecting only individual members of the Class.

60. With respect to the Class, the common and predominating questions include, but are not limited to:

- (a) Whether the emails Lane Bryant sent to the Class are subject to MCEMA § 14-3001, *et seq.*;
- (b) Whether the subject lines of emails sent by Lane Bryant contain false or misleading information that has the capacity, tendency, or effect of deceiving the recipient, in violation of MCEMA § 14-3002;
- (c) Whether Lane Bryant is subject to the \$500 penalty set forth in MCEMA § 14-3003 for each of email it sends containing false or misleading information in the subject line;
- (d) The nature and extent of Class-wide injury and damages.

61. Claims of Named Plaintiff are typical of the claims of the respective members of the proposed Class and are based on and arise out of similar facts constituting the wrongful conduct of Defendant.

62. Named Plaintiff will fairly and adequately protect the interests of the proposed Class.

63. Named Plaintiff is committed to vigorously litigating this matter.

64. Further, Named Plaintiff has secured counsel experienced in handling consumer class actions and complex consumer litigation.

65. Neither Named Plaintiff nor her counsel have any interests which might cause them not to vigorously pursue this claim.

66. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class. MD. RULE 2-231(c)(3).

67. A class action is the superior method for fair and efficient adjudication of the controversy. MD. RULE 2-231(c)(3).

68. The likelihood that individual members of the proposed Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

69. The likelihood that individual members of the proposed Class will prosecute separate actions is remote also because each individual claim involves a relatively small amount.

70. Counsel for Named Plaintiff and the proposed Class is experienced in class actions and foresees little difficulty in the management of this case as a class action.

VI. **CAUSE OF ACTION**

COUNT ONE
(VIOLATION OF MARYLAND COMMERCIAL ELECTRONIC MAIL ACT §14-3001, ET SEQ.)

71. Named Plaintiff re-alleges and incorporates by reference the allegations set forth herein, and further alleges:

72. The Maryland Commercial Electronic Mail Act (MCEMA) § 14-3001 defines [Commercial Electronic Mail] as [electronic mail that advertises real property, goods, or services for sale or lease.]

73. The Subject Emails are [Commercial Electronic Mail,] as the purpose of those emails was to advertise goods or services for sale.

74. MCEMA § 14-3002(b) contains the following prohibition related to Commercial Electronic Mail: [A person may not initiate the transmission [that] is sent to an electronic mail address that the sender knows or should have known is held by a resident of the State[, which] [c]ontains false or misleading information in the subject line that has the capacity, tendency, or effect of deceiving the recipient.]

75. Lane Bryant is the person that initiated the transmission of the Subject Emails.

76. MCEMA § 14-3002(c) contains the following presumption: [a] person is

presumed to know that the intended recipient of commercial electronic mail is a resident of the State if the information is available on request from the registrant of the Internet domain name contained in the recipient's electronic mail address.

77. Information concerning the residency of Named Plaintiff and members of the Class is (and was) available on request from the registrant of the Internet domain name contained in Plaintiffs' and members of the Class's electronic mail address.

78. Named Plaintiff and members of the Class have provided Lane Bryant with a shipping address and/or billing address and/or phone numbers with respect to orders (unrelated to the allegations in this Complaint) made by Named Plaintiff and members of the Class.

79. Named Plaintiff and members of the Class created online accounts, where they saved information regarding their shipping address, billing address, and phone numbers.

80. At the time it sent the Subject Emails, Lane Bryant had access to the data described above regarding the location of consumers in Maryland to whom it sent the emails.

81. Defendant had reason to believe that all individuals (a) with a Maryland based area code, including 240, 301, 410, 443, or 667 were residents of Maryland at the time the Subject Emails were sent; and (b) who signed up to receive Lane Bryant emails inside of a Lane Bryant store located within Maryland were residents of Maryland at the time those emails were sent.

82. Named Plaintiff and members of the Class are and were, in fact, residents of Maryland at the time Lane Bryant transmitted the Subject Emails.

83. Named Plaintiff and members of the Class were the intended recipients of the Subject Emails.

84. Lane Bryant knew or should have known that Named Plaintiff and members of the Class, the intended recipients of the aforementioned emails, are (and were) residents of the State

of Maryland when Lane Bryant sent the emails.

85. MCEMA §14-3003(c) provides that “[a] person who violates this subtitle is liable for reasonable attorney’s fees and for damages . . . [t]o the recipient of commercial electronic mail, in an amount equal to the greater of \$500 or the recipient’s actual damages[.]”

86. Under MCEMA, it is irrelevant whether the aforementioned emails were solicited.

87. In violation of MCEMA §14-3002, the Subject Emails (and many other emails sent by Lane Bryant) contained a subject line with false or misleading information, in the ways described in Paragraph 51(a) through (n) above.

88. Lane Bryant’s sending of each Subject Email is a discrete violation of MCEMA §14-3002.

PRAYER FOR RELIEF

WHEREFORE, Named Plaintiff respectfully prays for judgment as follows:

- A. An order assuming jurisdiction of this case;
- B. an order certifying the Class under Maryland Rule 2-231(c)(3);
- C. an order appointing Named Plaintiff as representative of the Class, and undersigned counsel as Class counsel for the Class;
- D. an order awarding statutory damages pursuant to MCEMA §14-3003 (\$500 per violation) for Named Plaintiff¹ and the members of the Class; and
- E. an award of attorneys’ fees, pursuant to the MCEMA §14-3003;
- F. an award of pre-judgment and post-judgment interest on all sums awarded to Named Plaintiff and the members of the proposed Class; and

¹ Pursuant to Maryland Rule 2-305, Named Plaintiff states that her individual claim for relief under MCEMA §14-3003 totals \$6,500 (17 emails x \$500 per email = \$6,500).

G. award such other relief as the court deems appropriate.

VII. **DEMAND FOR JURY TRIAL**

Named Plaintiff demands a jury trial on all issues so triable.

Respectfully submitted,

The Toppe Firm, LLC

Dated: October 8, 2025

/s/ Jeffrey C. Toppe

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