

IN THE CIRCUIT COURT FOR HOWARD COUNTY

OLUWAKEMI ADE-FOSUDO
8877 STONYBROOK LANE,
COLUMBIA, MD 21046

RACHEL MURRAY
P.O. BOX 1458
BOWIE, MD 20717

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

Plaintiffs,

v.

JURY TRIAL REQUESTED

Case No. C-13-CV-25-000960

ULTA SALON, COSMETICS &
FRAGRANCE, INC.
1135 ARBOR DRIVE
ROMEOVILLE, IL 60446

Serve on:

CSC-LAWYERS INCORPORATING
SERVICE COMPANY
7 ST. PAUL STREET
SUITE 820
BALTIMORE, MD 21202

Defendant.

FIRST AMENDED CLASS ACTION COMPLAINT**I. PRELIMINARY STATEMENT**

1. This is a class action against Defendant Ulta Salon, Cosmetics & Fragrance, Inc. (“Ulta”) for sending false and misleading email marketing to Named Plaintiffs and a class of Maryland residents.

2. Ulta sends marketing emails to Maryland residents which contain false or misleading information in the subject lines, and which have the capacity, tendency, or effect of

deceiving the recipient. Ulta sends three types of misleading emails that violate Maryland law: (1) emails with subject lines representing that it is the recipient's last chance to receive a promotion, when in fact it is not the last chance ("Last Chance Emails"); (2) emails with subject lines representing that the recipient will obtain a free gift, when in fact a minimum purchase is required in order for the recipient to obtain the free gift ("Free Gift Emails"); and (3) emails with subject lines representing that the recipient will receive a specific cash discount, when in fact a minimum purchase is required in order for the recipient to get any discount at all ("Cash Discount Emails").

3. Ulta's practice of sending these types of emails violates the Maryland Commercial Electronic Mail Act, Maryland Code Annotated, Commercial Law §§ 14-3001, *et seq.* ("MCEMA"), in the ways described herein.

4. By sending emails with subject lines containing materially false and misleading information to Named Plaintiffs and the Class (defined below), Ulta violates MCEMA.

5. By sending these materially false and misleading emails, Ulta intends to deceive the recipients in the ways set forth herein.

6. Named Plaintiffs bring this action as a class action on behalf of persons residing in Maryland, to whom Ulta sent emails with false and/or misleading subject lines, which have the tendency or capacity of deceiving the recipient. Named Plaintiffs' requested relief includes an award to Named Plaintiffs and Class members of statutory and exemplary damages for each illegal email, and an award of attorneys' fees and costs.

II. **JURISDICTION**

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

8. The Circuit Court of Maryland has personal jurisdiction over Defendant Ulta pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 6-103(1)-(3), as Ulta 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 Ulta contracts to supply goods or services in Maryland.

III. PARTIES

9. Named Plaintiff Oluwakemi Ade-Fosudo (“Named Plaintiff Ade-Fosudo”) is a natural person currently residing at 8877 Stonebrook Lane, Columbia, MD 21046 (Howard County).

10. Named Plaintiff Rachel Murray (“Named Plaintiff Murray”) is a natural person currently residing in Bowie, MD 20716 (Prince George County).

11. Defendant Ulta is a Delaware corporation doing business within this state and with its principal place of business located at 1135 Arbor Drive, Romeoville, IL 60446.

IV. FACTUAL ALLEGATIONS

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

12. MCEMA, by its terms, regulates false and deceptive email marketing.

13. Under MCEMA, it is irrelevant whether misleading commercial e-mails were solicited. Indeed, Named Plaintiffs and members of the Class consented to receive marketing emails from Ulta, including the emails identified herein.

14. 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. A cause of action accrues under MCEMA

any time a business sends a commercial email with false or misleading information in the subject line, which has the capacity, tendency, or effect of deceiving the recipient. Each of the emails identified herein had the capacity of deceiving the recipient in the ways described herein.

15. A violations of MCEMA creates standalone causes of action.

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

16. Ulta has initiated (or conspired to initiate) the transmission of many commercial electronic mail messages with materially false or misleading information in the subject lines to Named Plaintiffs and members of the Class.

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

18. Ulta sent the emails for the purpose of promoting its goods for sale.

19. The emails were sent at Ulta's direction and were approved by Ulta.

20. Ulta violates MCEMA because many of the statements in the email subject lines are false and/or misleading. The facts alleged below show the types of false or misleading email subject lines Ulta sends to residents of Maryland.

21. Ulta sends three types of emails that violate MCEMA: (1) Last Chance Emails, (2) Free Gift Emails, and (3) Cash Discount Emails, each described and identified below.

A. Last Chance Emails:

22. The subject lines of Ulta's Last Chance Emails misrepresent that it is a recipient's "last chance" to obtain a discount, or that a particular promotion "ends tonight," when in reality, the discount or promotion will be offered again in the near future. Ulta usually emphasizes these

temporal restrictions in all-capital letters. For instance, on December 11, 2023, Ulta sent Named Plaintiffs an email with the subject line, “ENDS TONIGHT! Up to \$20 OFF your gifting haul[.]” However, four days later, Ulta sent Named Plaintiffs an email with the subject line, “\$10 OFF \$40 or \$20 off \$100[.]” The deal presented in both emails was identical: \$10 off of a \$40 purchase, or \$20 off a \$100 purchase. Thus, the \$20 off promotion did not “END[] TONIGHT” as represented by Ulta.

23. In some instances, the fine print of the emails sent by Ulta shows that Ulta knew that a particular promotion did not “END TONIGHT” or that it was not the recipient’s “last chance” to obtain the promotion. For instance, on November 26, 2022, Ulta sent an email with the subject line: “Hurry! [] Black Friday ENDS TONIGHT!” However, in the fine print of the email, Ulta indicated that the offer was “Valid now through 11:59pm CT 11.27.22.” Thus, the promotion did not “END[] TONIGHT” as represented in the subject line. Therefore, Ulta knew that its representation that the deal “ENDS TONIGHT” was, in fact, a misrepresentation.

24. In other instances, Ulta will simply offer the same deal over and over again, despite continually representing that the sale is coming to an imminent end. For instance, on November 26, 2023, Ulta sent Named Plaintiffs an email with the subject line: “LAST CHANCE \$10 off \$40! Includes prestige & fragrance[.]” The next day, on November 27, 2023, Ulta sent Named Plaintiffs an email with the subject line: “[]HOURS LEFT[,] don’t lose your \$10 off \$50![]” Just over one week later, on December 8, 2023, Ulta sent Named Plaintiffs an email with the subject line “[] \$10 OFF \$40 [] \$20 OFF \$100[]” which is the exact same deal that purportedly ended on November 26. Three days after that, on December 11, 2023, Ulta sent another email with a subject line stating: “[]ENDS TONIGHT! Up to \$20 OFF your gifting haul[.]” In that email, Ulta offered the exact same \$10 off \$40 and \$20 off \$100 deal that purportedly ended on November 26. Four days later,

on December 15, 2023, the sale was on again, and Ulta sent an email with the subject line: “\$10 OFF \$40 or \$20 off \$100[,]” which is the same deal that purportedly ended on November 26, 2023 and ended again on December 11, 2023. Per the body of the December 15, 2023 email, the sale was set to continue until December 21, 2023. Therefore, it was not the recipient’s “LAST CHANCE” to get the deal on November 26, 2023, and the deal did not “END[] TONIGHT” on December 11, 2023.

25. The fact that such fake time limits 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 subject lines indicating that a sale is coming to an end, when the sale is not in fact coming to an end, violate Washington’s Commercial Electronic Mail Act, Revised Code of Wash., § 19.190.020, *et seq.*).

26. The FTC has also recently observed that false representations that an offer will only last a “limited time” creates “pressure to buy immediately by saying the offer is good only for a limited time or that the deal ends soon—but without a deadline or with a meaningless deadline that just resets when reached.” Fed. Trade Comm’n, *Bringing Dark Patterns to Light* 4 (2022), <https://perma.cc/847M-EY69/>, p. 22.

27. The FTC has also recognized that a common method of “manipulate[ing] consumer choice by inducing false beliefs” is creating a false sense of urgency that a consumer’s time to act is limited. *Bringing Dark Patterns to Light* at 4; *see also* U.K. Competition & Mkts. Auth., Online Choice Architecture-How Digital Design Can Harm Competition and Consumers 26 (2022), <https://perma.cc/V848-7TVV/>.

28. These types of “False Limited Time Message[s]” can be psychologically effective, and there is “considerable evidence” that, generally speaking, “consumers react to scarcity and divert their attention to information where they might miss opportunities.” Online Choice Architecture at 26.

29. The purpose of putting this perceived time pressure on consumers is to attempt to induce consumers to make hasty and impulsive purchases by “rely[ing] on heuristics (mental shortcuts), like limiting focus to a restricted set of attributes or deciding based on habit.” *Id.*

30. When confronted with this time pressure, “consumers might take up an offer to minimise the uncertainty of passing it up.” *Id.*

31. False time scarcity claims thus have the capacity to deceive consumers by making them think that they have to act now, or they'll miss the opportunity to get the deal.

32. False time scarcity claims are a consistent theme in Ulta’s email marketing tactics, and Ulta uses these tactics in an attempt to induce customers to purchase its products based on fear of missing a good deal, and not genuine desire to purchase the products.

33. Ulta, as set forth below, has sent many Last Chance Emails using this tactic, and in each instance, the purpose of placing these fictional time limits on the deals was to attempt to induce the recipient into making a purchase now, preying on their fear of missing the deal. And thus, the information contained within the subject lines of the emails set forth below was materially false and/or materially deceptive.

34. By stating that it is a person’s “last chance” to receive a particular promotion, Ulta suggests an offer’s rarity or urgency, stimulating consumers’ desire to get the deal before its gone while simultaneously inducing fear of missing a good buy.

35. Ulta intentionally designs the subject lines of its marketing emails to tap into these consumer urges.

36. Studies show that these types of false urgency emails do, in fact, prompt recipients into making impulsive purchases. *See, e.g.*, Online Choice Architecture at 26.

37. However, a plaintiff asserting a claim under MCEMA does not need to allege that they relied to their detriment on any of the false or misleading information in the subject lines. As such, Named Plaintiffs do not allege that they relied to their detriment on any of the false or misleading information set forth in the subject lines of Ulta’s Last Chance Emails (*i.e.* they do not allege that they were tricked into making an impulsive purchase).¹

B. Free Gift Emails:

38. The subject lines of Ulta’s emails also frequently represent that a recipient will obtain a “free gift” in their subject lines, when in reality, the recipient must make a minimum purchase in order to get the free gift promised in the subject line.

39. Ulta uses all-capital letters in many of its emails in order to emphasize the purportedly “FREE” gift the recipient will receive. In fact, the gift is not “FREE” as it can only be obtained if the recipient makes a large minimum purchase, a condition only set forth in the body of the email.

40. As an example, on December 29, 2023, Ulta sent Named Plaintiffs an email with the subject line: “Refresh your nighttime routine with this FREE 7 PC gift.” However, in order to obtain the gift, the recipients of this email would have had to spend \$60. Thus, the gift was not “FREE,” and the subject line was false and/or misleading. It is not clear by examining the subject

¹ For this reason, Named Plaintiffs do not have Article III standing to pursue their claims in federal court. *See, e.g.*, *Asabre v. Retail Servs. & Sys., Inc.*, No. PWG-22-148, 2022 WL 4326536, at *1 (D. Md. Sept. 19, 2022); *see also Holmes v. Elephant Ins. Co.*, No. 23-1782, __ F.4th __, 2025 WL 2907615, at *8 (4th Cir. Oct. 14, 2025).

line that the “FREE” gift is contingent upon the recipient making a \$60 purchase. In fact, if a consumer sees this subject line and makes a purchase of \$59.99 or less, the consumer will not be given the free gift promised in the subject line.

41. The fact that such “free gift” statements are false and misleading has been recognized by the FTC, 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* , 567 P.3d at 38.

42. Additionally, studies have shown that recipients of emails indicating in the subject line that the recipient will receive “free gifts” have a statistically significant impact on whether or not the recipient decides to open the email. For instance, a 2022 peer-reviewed study found that the typical open rate for a marketing email is about 20.13%. Julian Chaparro-Pelaez, Ángel Hernández-García & Ángel-José Lorente-Páramo, *May I Have Your Attention, Please? An Investigation on Opening Effectiveness in E-Mail Marketing*, 16 Rev. Mgmt. Sci. 2261 (2022). However, if a business adds the words “free gift” to the subject line of their marketing emails, the open rate increases by a statistically significant margin. Thus, including “free gift” language in a subject line is an effective method of prompting a recipient to open an email.

43. Ulta intentionally 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 opening

emails. Ulta's end goal in using this deceptive business tactic is to increase the chances that the consumer will purchase Ulta's products.

44. If the recipient does not satisfy the minimum spend, which is only set forth in the body of the email, then the consumer will not, in fact, receive the promised free gift, regardless of whether or not the consumer ultimately makes a purchase.

45. Thus, the Free Gift Emails identified herein contain false or misleading information in the subject lines, which has the capacity of deceiving the recipients.

46. However, a plaintiff asserting a claim under MCEMA does not need to allege that they relied to their detriment on any of the false or misleading information in the subject lines. As such, Named Plaintiffs do not allege that they relied to their detriment on any of the false or misleading information set forth in the subject lines of Ulta's Free Gift Emails (*i.e.* they do not allege that they were tricked into opening the emails or that they made a purchase that they otherwise would not have made). *See* footnote 1.

C. Cash Discount Emails:

47. The subject lines of Ulta's emails also frequently represent that a recipient will obtain a cash discount on their purchase, when in reality, the recipient must make a minimum purchase in order to get the cash discount promised in the subject line.

48. As an example, on February 22, 2024, Ulta sent Named Plaintiffs an email with a subject line, “\$10 off, FREE shipping & tons of FREE gifts!” However, in order to obtain the \$10 off, the recipient of this email would have had to spend a minimum of \$50. Additionally, while the \$10 off was the first thing promoted in the subject line, the minimum purchase requirement was the last thing disclosed in the body of the email. It is not clear by examining the subject line that the \$10 discount is contingent upon the recipient making a \$50 purchase. In fact, if a consumer

sees this subject line and makes a purchase of \$49.99 or less, the consumer will not be given the promised cash discount.

49. Ulta intentionally designs the subject lines of its marketing emails to tap into consumer urges to obtain cash discounts on products, and in doing so, attempts to induce consumers into opening emails. Ulta's ultimate goal in utilizing this deceptive business practices is to increase the chances that the consumer will purchase products from Ulta.

50. If the recipient does not satisfy the minimum spend, which is only set forth in the body of the email, then the consumer will not, in fact, receive the promised cash discount, regardless of whether or not the consumer ultimately makes a purchase.

51. Thus, the Cash Discount Emails identified herein contain false or misleading information in the subject lines, which has the capacity or tendency of deceiving the recipients.

52. However, a plaintiff asserting a claim under MCEMA does not need to allege that they relied to their detriment on any of the false or misleading information in the subject lines of the emails. As such, Named Plaintiffs do not allege that they relied to their detriment on any of the false or misleading information set forth in the subject lines of Ulta's Cash Discount Emails (i.e. they do not allege that they were tricked into opening the emails or that they made a purchase that they otherwise would not have made). *See* footnote 1.

C. Ulta sends commercial emails to consumers whom it knows, or has reason to know, reside in maryland.

53. Ulta sent the misleading commercial emails to email addresses that Ulta knew, or had reason to know, were held by Maryland residents, either because (i) Ulta had a physical address that was associated with the recipient based on past purchases; (ii) Ulta had access to data regarding the recipient indicating which state they resided in; or (iii) information was available to Ulta upon

request from the registrant of the internet domain name contained in the recipient's electronic mail address.

54. Ulta knows where many of its customers reside through several methods.

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

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

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

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

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

60. Lastly, Ulta 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.

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

D. Ulta initiated (or conspired to initiate) the transmission of illegal emails to Named Plaintiffs and members of the Class.

62. At all times relevant to this Complaint, Named Plaintiff Ade-Fosudo and Named Plaintiff Murray resided in Maryland.

63. Named Plaintiffs both receive emails from Ulta at gmail.com email addresses.

64. Ulta knows, or has reason to know, that Named Plaintiffs' email addresses are held by Maryland residents. Each Named Plaintiff has an account with Ulta reflecting their home address in the State of Maryland. Named Plaintiffs have made several purchases (unrelated to the allegations contained within this Complaint) from the Ulta website that have been delivered to their homes in Maryland, and they have shopped in Ulta stores in Maryland with their account. Each Named Plaintiff consented to receiving marketing emails from Ulta, including the following emails.

65. Ulta sent the following **Last Chance Emails** to Named Plaintiffs (emojis omitted):

- a. On November 26, 2022, Ulta sent an email with the subject line: "Hurry! [] Black Friday ENDS TONIGHT!" However, in the fine print of the email, Ulta

indicated that the offer was “Valid now through 11:59pm CT 11.27.22.” Thus, the promotion did not “END[] TONIGHT” as suggested in the subject line. Therefore, Ulta knew that its representation that the deal “ENDS TONIGHT” was, in fact, a misrepresentation. Thus the information in the subject line indicating that the promotion “ENDS TONIGHT” was false and misleading, in violation of MCEMA.

- b. On December 19, 2022, Ulta sent Named Plaintiffs an email with the subject line: “LAST CHANCE on \$10 off \$40 or \$20 off \$100[.]” The body of the email indicated that the deal ended on December 19, 2022. Two days later, on December 21, 2022, Ulta sent another email with the subject line: “Psst: \$10 or \$20 to finish up your gifting?” The body of that email indicated that the sale that purportedly ended on December 19 in fact ended on December 22. Therefore, the information in the subject line representing that it was the recipient’s “LAST CHANCE” to obtain the promotional discount was false and misleading, in violation of MCEMA.
- c. On November 26, 2023, Ulta sent Named Plaintiffs an email with the subject line: “LAST CHANCE \$10 off \$40! Includes prestige & fragrance[.]” The next day, on November 27, 2023, Ulta sent Named Plaintiffs an email with the subject line: “[]HOURS LEFT[,] don’t lose your \$10 off \$50![.]” Just over one week later, on December 8, 2023, Ulta sent Named Plaintiffs an email with the subject line “[] \$10 OFF \$40 [] \$20 OFF \$100[.]” which is the exact same deal that purportedly ended on November 26. Three days after that, on December 11, 2023, Ulta sent another email with the following subject line: “[]ENDS

TONIGHT! Up to \$20 OFF your gifting haul[.]” In that email, Ulta offered the exact same \$10 off \$40 and \$20 off \$100 deal that purportedly ended on November 26. By December 15, 2023, the sale was on again, and Ulta sent an email with the subject line: “\$10 OFF \$40 or \$20 off \$100[,]” which is the same deal that purportedly ended on November 26, 2023 and on ended again on December 11, 2023. Per the December 15, 2023 email, the sale was set to continue until December 21, 2023. Therefore, it was not the recipient’s “LAST CHANCE” to get the deal on November 26, 2023, and the deal did not “END[] TONIGHT” on December 11, 2023. Thus the information in the subject lines indicating as such was false and misleading, in violation of MCEMA.

- d. On March 3, 2024, Ulta sent Named Plaintiffs an email with the subject line: “HOURS LEFT []\$10 or \$20 OFF[.]” Four days later, on March 7, 2024, Ulta sent Named Plaintiffs another email with the subject line: “\$10 off \$50 [] LAST CHANCE!” Five days later, on March 12, 2024, Ulta sent Named Plaintiffs an email with the subject line: “\$10 OFF STARTS NOW[.]” The body of the March 12 email indicated that the \$10 off promotion would last until March 28, 2024. Therefore, the information that it was the recipient’s “LAST CHANCE” to receive the \$10 off, and that there were mere “HOURS LEFT” to obtain the purported discount was false and misleading in violation of MCEMA.
- e. On July 21, 2024, Ulta sent Named Plaintiffs an email with the subject line: “[]LAST DAY to get 10% off![,]” and a separate email with the subject line: “[]10% off ENDS TONIGHT[.]” The next day, on July 22, 2024, Ulta sent Named Plaintiffs another email with the subject line: “Get your faves + get 10%

OFF[.]” Per the fine print of the July 22 email, the 10% off promotion continued until July 24, 2024. Therefore, the information representing that it was the recipient’s “LAST DAY” to receive the 10% off, and that the deal “ENDS TONIGHT” was false and misleading, in violation of MCEMA.

- f. On July 29, 2024, Ulta sent Named Plaintiffs an email with the subject line: “PSA: LAST DAY TO USE YOUR \$\$\$[.]” The body of the email, indeed, indicated that the recipient’s last day to get \$10 off \$50 or \$20 off \$100 was July 29, 2024. The next day, on July 30, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Want \$10 OFF \$40 on tons of newness?![]” This is an even better deal than \$10 off \$50, and so the information in the subject line representing that it was the recipient’s “LAST DAY TO USE [THEIR] \$\$\$” was false and misleading, in violation of MCEMA.
- g. On December 1, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Your \$10 off \$40 Coupon ENDS TONIGHT[.]” The next day, on December 2, 2024, Ulta sent Named Plaintiffs an email with the subject line: “LAST CHANCE: Cyber Monday deals + \$10 off + FREE gift!” Nine days later, on December 11, 2024, Ulta sent Named Plaintiffs another email with the subject line: “\$20 off \$100 or \$10 off \$40 [] Time to finish your shopping list[.]” On December 17, 2024, Ulta sent another email indicating “[you’ve scored \$10 off \$40 or \$20 off \$100[,]” which is the same deal that purportedly ended on December 1. Therefore, the representations that the \$10 coupon “ENDS TONIGHT”, and that it was the “LAST CHANCE” to obtain the deal was false and misleading, in violation of MCEAM.

66. Ulta sent the following **Free Gift Emails** to Named Plaintiffs (emojis omitted):

- a. On January 14, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 4 PC gift & 50% off Beauty Steals.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$40 on skin care products. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- b. On February 9, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Choose from 3 FREE 26 PC gifts!” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$75. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- c. On June 16, 2024, Ulta sent Named Plaintiffs an email with the subject line: “5X points + FREE 11 PC gift [] all for YOU!” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$60. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- d. On June 17, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 4 PC Dermalogica gift for you.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- e. On June 19, 2024, Ulta sent Named Plaintiffs an email with the subject line: “New from Fenty + FREE 4 PC gift.” However, in order to obtain the “free”

gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

- f. On June 26, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 4 PC Sol de Janeiro gift.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$65. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- g. On June 28, 2024, Ulta sent Named Plaintiffs an email with the subject line: “HUGE deals + FREE 13 PC gift for members.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$90. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- h. On June 30, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 3 PC full size gift from The Ordinary.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- i. On July 3, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Up to \$20 off + FREE 5 PC Lancôme gift.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

- j. On July 4, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Cue the fireworks [] FREE 12 PC gift is inside!” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$60. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- k. On July 8, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 4 PC Clarins gift + 2X points.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- l. On July 14, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 4 PC Shiseido gift + 10% off!” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- m. On July 15, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Choose your FREE clean makeup gift from PÜR or Jane Iredale.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$60. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- n. On July 17, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 4 PC Tarte gift inside [] and 10% off!” However, in order to obtain the

“free” gift, Named Plaintiff would have had to spend a minimum of \$50.

Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

- o. On July 17, 2024, Ulta sent Named Plaintiffs an email with the subject line: “It’s PRIME time [] FREE 5 PC Live Tinted gift + 10% off.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$60. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- p. On July 22, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 3 PC Briogeo gift is YOURS.” However, in order to obtain the “free” gift, Named Plaintiff would have had to make a minimum purchase of at least \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- q. On July 23, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Up to 50% off + FREE gifts [] Ready, Set for School!” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- r. On July 24, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 11 PC gift to prep for back to school.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

- s. On July 29, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Celebrate National Lipstick Day with a FREE 8 PC gift + up to \$20 off.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$60. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- t. On July 31, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE deluxe 4 PC Buxom gift limited time only!” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$50. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- u. On August 1, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 12 PC gift + 5X points.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$80. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- v. On August 2, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 9 PC fragrance gift + 5X points on Clinique Happy!” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$65. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- w. On August 7, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 4 PC Laura Mercier gift inside.” However, in order to obtain the “free”

gift, Named Plaintiff would have had to spend a minimum of \$60. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

- x. On September 29, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 15 PC gift + up to 40% off + sooo much newness.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$75. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- y. On November 10, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Up to 40% off + FREE 24 PC GIFT + up to \$20 off.” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$90. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.
- z. On December 2, 2024, Ulta sent Named Plaintiffs an email with the subject line: “LAST CHANCE: Cyber Monday deals + \$10 off + FREE gift!” However, in order to obtain the “free” gift, Named Plaintiff would have had to spend a minimum of \$90. Therefore, the gift was not “free,” and thus the information in the subject line of this email was false and/or misleading, in violation of MCEMA.

67. Ulta sent the following Cash Discount Emails to Named Plaintiffs (emojis omitted):

- a. On February 20, 2024, Ulta sent Named Plaintiffs an email with the subject line: “FREE 7 PC makeup gift & \$10 off inside[.]” However, in order to obtain the \$10 off, the recipient would need to spend at least \$50, a condition that is only disclosed in the body of the email at the very bottom of the email. Therefore, the information in the subject line of the February 20 email was false and misleading in violation of MCEMA.
- b. On November 9, 2023, Ulta sent Named Plaintiffs an email “\$10 off your next purchase [] It’s haul time [.]” However, in order to obtain the \$10 off, the recipient would need to spend at least \$50, a condition that is only disclosed in the body of the email. Therefore, the information in the subject line of the November 9 email was false and misleading in violation of MCEMA.
- c. On March 19, 2024, Ulta sent Named Plaintiff Murray an email with the subject line: “[Recipient name], here’s \$10[.]” However, in order to obtain the \$10 off, the recipient would need to spend at least \$50, a condition that is only disclosed in the body of the email. Therefore, the information in the subject line of the March 19 email was false and misleading in violation of MCEMA.
- d. On July 4, 2024, Ulta sent Named Plaintiffs an email with the subject line: “Fourth of July JOY [] \$10 or \$20 OFF[.]” However, in order to obtain the \$10 off, the recipient would need to spend at least \$50, and to get \$20 off, the recipient would need to spend at least \$100, conditions that are only disclosed in the body of the email. Therefore, the information in the subject line of the July 4 email was false and misleading in violation of MCEMA.

- e. On July 27, 2024, Ulta sent Named Plaintiffs an email with the subject line: “[]“\$10 or \$20 OFF? [] You choose!” However, in order to obtain the \$10 off, the recipient would need to spend at least \$50, and to get \$20 off, the recipient would need to spend at least \$100, conditions that are only disclosed in the body of the email. Therefore, the information in the subject line of the July 27 email was false and misleading in violation of MCEMA.
- f. On November 12, 2024, Ulta sent Named Plaintiffs an email with the subject line: “LAST CALL for \$10, \$15, OR \$20 off!” However, in order to obtain the \$10, \$15, or \$20 off, the recipient would have to spend \$50, \$75, or \$100 respectively, conditions that are only disclosed in the body of the email. Additionally, the very next day, Ulta sent another email with the subject line: “\$15 OFF [] Your holiday shopping treat inside!” Thus, it was not the “LAST CALL” to get \$15 off, as indicated in the prior email. Therefore, the information in the subject line of the November 12 email was false and misleading in violation of MCEMA.

68. A recipient would be reasonable to think that the \$10 or \$20 off promised in the subject line is unconditional. In fact, Ulta frequently sends emails in which the recipient gets \$10 off, and there is no requirement that the recipient spend \$40 or \$50 in order to get that discount. In fact, in many of those instances, there is a \$10 minimum purchase requirement, and the recipient can, in fact, receive \$10 off any \$10 purchase. For example, on January 17, 2025, Ulta sent Named Plaintiffs an email with the subject line: “Here’s \$10 to use on almost anything!” In fact, the recipient could have applied the \$10 off coupon to a purchase of \$10, and there was no requirement that the recipient spend \$40 or \$50 dollars in order to get the \$10 off. Ulta has been even more

forthcoming in some instances. For example, on July 18, 2025, Ulta sent Named Plaintiffs an email with the subject line: “[]this \$10 off \$10 is basically free [] (hurry...ends soon!)” Thus, a recipient would truly get \$10 off a \$10 purchase if they sought to obtain the free \$10. In other instances, Ulta properly discloses the minimum purchase requirement in the subject line. For instance, on February 17, 2024, Ulta sent Named Plaintiffs an email with the subject line: “For you [] \$10 OFF your \$50 purchase [.]” The recipient could only get \$10 off if they spent \$50, exactly as indicated in the subject line. Still other times, Ulta sends emails with subject lines indicating that there are additional terms and conditions that apply to the offer. For example, on August 5, 2025, Ulta sent an email to Named Plaintiffs with the subject line: “Don’t forget! [] \$10 OFF when you pick up in store (***See details***)[.]” (Emphasis added). This indicates to the recipient that there are additional details upon which the \$10 off offer is contingent, and thus does not have the capacity to deceive the recipient. Additionally, for the same reasons, a recipient of a Free Gift Email would be reasonable in believing that there are no additional restrictions on the availability of the free gift. In some instances, for example, Ulta will send emails indicating that a free gift is conditioned on a minimum purchase. For example, on August 1, 2025, Ulta sent Named Plaintiffs an email with the subject line: “FREE 12 PC fragrance gift with a \$70 online purchase!” Thus, there would be no potential confusion that the gift was contingent on a \$70 purchase, and this email could not possibly deceive a recipient. Finally, in some instances, Ulta will send emails indicating that a sale “ENDS TODAY” and the sale does, in fact, end that day. For instance, On August 23, 2025, Ulta sent Named Plaintiffs an email with the subject line: “20% off your select hair tool purchase ENDS TODAY [] Don’t miss the deal!” The deal did, in fact, end that day, and so the information in the subject line indicating that the sale ended that day was not false or misleading. The fact that Ulta sends non-violative emails only serves to potentially cause further confusion among the recipients

of these emails, as the recipient might have a harder time distinguishing what is a true statement in a subject line and what is a false statement.

69. Ulta sent the email identified in Paragraphs 66(a)-(z), 67(a)-(z), and 68(a)-(f) (the “Subject Emails”) to Named Plaintiffs for the purpose of promoting Ulta’s goods for sale.

70. Ulta initiated the transmission or conspired to initiate the transmission of the Subject Emails to Named Plaintiffs.

71. The emails identified in Paragraphs 66(a)-(z), 67(a)-(z), and 68(a)-(f) were solicited.

72. As shown in Paragraph 66(a)-(z), 67(a)-(z), and 68(a)-(f), each Named Plaintiff has identified 45 emails sent by Ulta, which contain false or misleading information in the subject lines, and which each have the capacity of deceiving the recipient in the ways described herein.

73. Each of the emails identified above had the capacity to deceive the recipient into believing that either (1) the sale ended on a particular date, when in fact, the sale did not end on that particular date; (2) the recipient was going to receive a free gift, when in fact the recipient was required to make a large purchase in order to qualify for the free gift; or (3) that the recipient would receive a cash discount, regardless of the purchase amount, when in fact the recipient could only obtain the discount if they made a minimum purchase, which is a fact only disclosed in the body of the emails.

74. Ulta knowingly made the misrepresentations identified herein, and whether or not the recipients actually relied on the misrepresentations, Ulta intended that the recipients rely on its misrepresentations.

75. Each of the misrepresentations in the subject lines of the Misleading Emails was objectively materially false or materially misleading, in the sense that a significant number of

unsophisticated consumers in Maryland would attach importance to the information in the subject lines in determining a choice of action. *See, e.g., Golt v. Phillips*, 308 Md. 1, 10, 517 A.2d 328 (1986); *see also Brown v. Old Navy, LLC*, 4 Wash. 3d 580, 596, 567 P.3d 38, 47 (2025) (finding that “representations of fact [in email subject lines]-like the duration or availability of a promotion, its terms and nature, the cost of goods, and other facts” are statements that consumers “would depend on in making their consumer decisions”) (emphasis added).

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

V. **CLASS ACTION ALLEGATIONS**

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

All Maryland residents to whom Ulta 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 states or implies that (1) the recipient of the email will be given a free product, when in fact a minimum purchase is required in order to obtain the product; (2) it is the recipients last chance to obtain a particular promotion, when in fact the same promotion is offered again within ten days after the initial promotion’s purported end date; or (3) the recipient will receive a specific cash discount, when in fact the recipient must make a minimum purchase to get any discount at all.

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.

78. The Class, as defined above, is identifiable. Named Plaintiffs are both members of the Class.

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

80. 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.

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

- (a) Whether the emails Ulta sent to the Class are subject to MCEMA § 14-3001, *et seq.*;
- (b) Whether the subject lines of emails sent by Ulta contain false or misleading information that has the capacity of deceiving the recipient, in violation of MCEMA § 14-3002;
- (c) Whether Ulta 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; and
- (d) The nature and extent of Class-wide injury and damages.

82. Claims of Named Plaintiffs 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.

83. Named Plaintiffs will fairly and adequately protect the interests of the proposed Class.

84. Named Plaintiffs are committed to vigorously litigating this matter.

85. Further, Named Plaintiffs have secured counsel experienced in handling consumer class actions and complex consumer litigation.

86. Neither Named Plaintiffs nor their counsel have any interests which might cause them not to vigorously pursue this claim.

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

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

89. 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.

90. 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.

91. Counsel for Named Plaintiffs 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.*)** **(The Class)**

92. Named Plaintiffs re-allege and incorporate by reference the allegations set forth herein, and further allege:

93. 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.”

94. The Subject Emails are “Commercial Electronic Mail,” as the purpose of those emails was to advertise goods or services for sale.

95. 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.”

96. Ulta is the person that initiated the transmission of the Subject Emails.

97. 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.”

98. Information concerning the residency of Named Plaintiff Ade-Fosudo, Named Plaintiff Murray, and members of the Class is (and was) available on request from the registrant of the Internet domain name contained in Named Plaintiff Ade-Fosudo, Named Plaintiff Murray, and members of the Class’ electronic mail address.

99. Named Plaintiffs and members of the Class have provided Ulta 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 Plaintiffs and members of the Class.

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

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

102. 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 Ulta emails inside of a Ulta store located within Maryland were residents of Maryland at the time those emails were sent.

103. Named Plaintiffs and members of the Class are and were, in fact, residents of Maryland at the time Ulta transmitted the Subject Emails.

104. Named Plaintiffs and members of the Class were the intended recipients of the Subject Emails.

105. Ulta knew or should have known that Named Plaintiffs and members of the Class, the intended recipients of the aforementioned emails, are (and were) residents of the State of Maryland when Ulta sent the emails.

106. 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[.]”

107. Under MCEMA, it is irrelevant whether the aforementioned emails were solicited. Nevertheless, the Subject Emails identified herein were solicited.

108. In violation of MCEMA § 14-3002, the aforementioned emails contained a subject line with false or misleading information, in the ways described herein, and as further described in Paragraphs 66(a)-(z), 67(a)-(z), and 68(a)-(f).

109. Additionally, each of the Subject Emails had the capacity of deceiving the recipient as described herein.

110. Ulta's sending of each Subject Email is a discrete violation of MCEMA § 14-3002.

PRAYER FOR RELIEF

WHEREFORE, Named Plaintiffs respectfully pray 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 Ade-Fosudo and Named Plaintiff Murray as representatives of the Class, and undersigned counsel as Class counsel for the Class;
- D. an order awarding statutory damages of \$500 per violation, where applicable;²
- E. an award of statutory attorneys' fees, where applicable;
- F. an award of pre-judgment and post-judgment interest on all sums awarded to Named Plaintiffs and the members of the proposed Class; and
- G. such other relief as the court deems appropriate.

VII. DEMAND FOR JURY TRIAL

Named Plaintiffs demand a jury trial on all issues so triable.

Respectfully submitted,

The Toppe Firm, LLC

Dated: November 12, 2025

/s/ Jeffrey C. Toppe

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² Pursuant to Maryland Rule 2-305, Named Plaintiffs state that their individual claims for relief total \$22,500 (45 emails x \$500 per email = \$22,500).