

**IN THE CIRCUIT COURT FOR
BALTIMORE CITY, MARYLAND**

ELEANOR COLMERS COWAN,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

SUPERGOOP, LLC,

Defendant.

Case No. C-24-CV-26-004319

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

I. INTRODUCTION

1
2 1. This is a putative class action under Maryland law brought to address deceptive and
3 unlawful commercial email marketing directed to Maryland consumers. Maryland's Commercial
4 Electronic Mail statute prohibits the transmission of commercial electronic mail to an email
5 address the sender knows or should know is held by a Maryland resident when the subject line
6 contains false or misleading information with the capacity, tendency, or effect of deceiving the
7 recipient.

8 2. Defendant Supergoop, LLC does business as Supergoop! and sells sunscreen,
9 skincare, cosmetics, and related products through its website and related marketing channels.

10 3. Defendant markets its products by sending promotional emails to consumers,
11 including Maryland consumers. These emails often promote sales, discounts, limited-time offers,
12 holiday promotions, and other commercial offers in the subject line.

13 4. Many of Defendant's subject lines were false and misleading because they
14 represented that sales were ending, expiring, in their final hours, available only for a short time, or
15 otherwise time-limited, when the same or materially similar sales were later extended, reinstated,
16 continued, or replaced shortly after the stated deadline.

17 5. There is nothing unlawful about a legitimate sale or a legitimate extension of a sale.
18 But when a business tells consumers in email subject lines that a sale is ending, in its final hours,
19 or available only for a limited period, and then continues or extends the sale, the business creates
20 false urgency and misleads recipients about the true terms of the promotion.

21 6. False urgency is material to consumers. Recipients who believe a sale is about to
22 end are more likely to open the email, visit the seller's website, purchase immediately, and forego
23 waiting, comparison shopping, or ignoring the promotional message.

24 7. Plaintiff Eleanor Colmers Cowan is a Maryland citizen domiciled in Baltimore City
25 who received Defendant's deceptive commercial email advertisements while in Maryland. She
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1 brings this action on behalf of herself and similarly situated Maryland recipients of Defendant's
2 misleading commercial emails.

3 II. PARTIES

4 8. Plaintiff Eleanor Colmers Cowan is a citizen of Maryland and is domiciled in
5 Baltimore City, Maryland.

6 9. At relevant times, Plaintiff was physically located in Maryland when she received
7 the commercial emails at issue in this case.

8 10. Plaintiff has received Supergoop promotional emails since at least May 28, 2020.
9 Plaintiff has not placed an online order with Defendant, used a Supergoop app, or enrolled in any
10 subscription or auto-replenishment program. Plaintiff has no recollection or records of creating a
11 Supergoop account, signing up for texts/SMS, or clicking to accept online terms, and she is not
12 aware of having agreed to any arbitration agreement or class-action waiver with Defendant.

13 11. Defendant Supergoop, LLC is a limited liability company organized under the laws
14 of Delaware.

15 12. Defendant does business as Supergoop! and operates the website
16 www.supergoop.com.

17 13. Defendant's principal office is 200 East Grayson Street, Suite 110, San Antonio,
18 Texas 78215.

19 14. Defendant sells its products directly to consumers throughout the United States,
20 including Maryland consumers.

21 15. Defendant sent or caused to be sent the commercial electronic mail messages at
22 issue in this case.

23 III. JURISDICTION AND VENUE

24 16. This Court has subject matter jurisdiction over this civil action under Maryland law
25 and the Maryland Rules governing class actions.

1 17. This Court has personal jurisdiction over Defendant because Defendant
2 purposefully transacts business in Maryland, markets and sells products to Maryland consumers,
3 operates an e-commerce website available to Maryland consumers, and sent or caused to be sent
4 commercial electronic mail messages to email addresses held by Maryland residents.

5 18. The claims in this action arise from Defendant's purposeful marketing activities
6 directed to Maryland residents, including Plaintiff and members of the proposed class.

7 19. Venue is proper in Baltimore City because Plaintiff is domiciled in Baltimore City,
8 Defendant conducts regular business in Maryland including by marketing and selling products to
9 Maryland consumers, and the claims arise from commercial electronic mail messages sent to
10 Plaintiff, a Maryland citizen domiciled in Baltimore City, while she was in Maryland.

11 IV. FACTUAL ALLEGATIONS

12 A. Defendant's Email Marketing

13 20. Defendant sells products directly to consumers through its website,
14 www.supergoop.com.

15 21. Defendant's marketing includes commercial electronic mail messages to consumers
16 who are on its email marketing list.

17 22. Defendant uses email subject lines to advertise discounts, sales, limited-time offers,
18 holiday promotions, and other commercial offers.

19 23. The subject line of a marketing email is important. A subject line is designed to
20 induce the recipient to open the email, engage with the marketing message, visit the seller's
21 website, and make a purchase.

22 24. Defendant controls its promotional calendar, the content of its email subject lines,
23 the timing of its email campaigns, and the decision whether to extend, reinstate, continue, or
24 replace a promotional offer.

25 25. Defendant knew, or should have known, whether its advertised promotions were
26 actually ending when represented in the subject lines of its emails.

B. Defendant's False and Misleading Subject Lines

26. Defendant sent commercial emails with subject lines representing that promotions were ending soon, ending tomorrow, ending that night, in their final hours, or otherwise available only for a limited time.

27. Defendant then sent additional commercial emails extending, continuing, or reinstating the same or materially similar promotions shortly after the supposedly expiring promotions were represented to be ending.

28. The following subject lines are representative examples of Defendant's challenged email marketing, including emails received and retained by Plaintiff and additional examples identified through counsel's investigation. They are not exhaustive.

Campaign	Date	Subject Line
August/Labor Day 2024 20% off sale	Aug. 25, 2024	20% OFF EVERYTHING ♡
August/Labor Day 2024 20% off sale	Aug. 27, 2024	Ends Tomorrow: 20% off sitewide 🕒
August/Labor Day 2024 20% off sale	Aug. 27, 2024	Ends Tomorrow: 20% off EVERYTHING 🕒
August/Labor Day 2024 20% off sale	Aug. 28, 2024	Surprise! 20% off EXTENDED through Labor Day
August/Labor Day 2024 20% off sale	Aug. 31, 2024	Wake up, bestie, there's 20% off everything
August/Labor Day 2024 20% off sale	Aug. 31, 2024	20% off everything during our BIGGEST sale
August/Labor Day 2024 20% off sale	Sept. 1, 2024	It's almost over! 20% OFF everything
August/Labor Day 2024 20% off sale	Sept. 2, 2024	LAST DAY for 20% off & free shipping 🚚
August/Labor Day 2024 20% off sale	Sept. 2, 2024	Ends TONIGHT: Shop 20% off everything
August/Labor Day 2024 20% off sale	Sept. 2, 2024	—, Final Call for 20% OFF!
December 2025 20% off sale	Nov. 30, 2025	20% off ends TOMORROW
December 2025 20% off sale	Dec. 1, 2025	🔔 LAST CHANCE for 20% off

Campaign	Date	Subject Line
December 2025 20% off sale	Dec. 1, 2025	!! Only hours left for 20% OFF
December 2025 20% off sale	Dec. 1, 2025	Our sale ends TONIGHT
December 2025 20% off sale	Dec. 3, 2025	SURPRISE! 20% Off Extended
May 2026 20% off sitewide sale	May 18, 2026	ENDS TONIGHT: 20% off sitewide
May 2026 20% off sitewide sale	May 19, 2026	SURPRISE! 20% off sitewide has been extended

29. For example, on May 18, 2026, Defendant sent Plaintiff an email with the subject line, "ENDS TONIGHT: 20% off sitewide." Reasonable recipients would understand this subject line to mean that the 20% off sitewide sale was ending that night.

30. But on May 19, 2026, Defendant sent another email with the subject line, "SURPRISE! 20% off sitewide has been extended." Thus, the 20% off sitewide sale was not ending on May 18, 2026 as represented in the prior subject line.

31. Similarly, in December 2025, Defendant told recipients on November 30 that "20% off ends TOMORROW," and then sent multiple emails on December 1 stating "LAST CHANCE for 20% off," "Only hours left for 20% OFF," and "Our sale ends TONIGHT." Reasonable recipients would understand those subject lines to mean that the 20% off sale would end on December 1, 2025.

32. But on December 3, 2025, Defendant sent another email with the subject line, "SURPRISE! 20% Off Extended." Thus, the 20% off sale was not limited in the way Defendant represented in the earlier subject lines.

33. Defendant used the same false-urgency strategy in August 2024. On August 27, 2024, Defendant sent emails stating "Ends Tomorrow: 20% off sitewide" and "Ends Tomorrow: 20% off EVERYTHING." On August 28, 2024, Defendant sent another email stating "Surprise! 20% off EXTENDED through Labor Day." Defendant then continued to promote 20% off everything through Labor Day.

1 34. These examples demonstrate Defendant's practice of using email subject lines to
2 create false urgency by telling recipients that promotions were ending, expiring, in their final
3 hours, or available only for a limited period, and then extending or continuing the same or
4 materially similar promotions after the stated deadline.

5 35. Defendant's subject lines were false or misleading because they conveyed that
6 recipients needed to act immediately to obtain the advertised discounts, when in truth the same or
7 materially similar discounts were later extended, continued, reinstated, or materially replicated.

8 36. This false urgency wastes consumers' time by enticing them to open and engage
9 with Defendant's marketing emails for fear of missing out. It also floods consumers' inboxes with
10 repeated false notifications that the time to act is short.

11 **V. DEFENDANT KNEW OR SHOULD HAVE KNOWN THE EMAILS WERE SENT**
12 **TO MARYLAND RESIDENTS**

13 37. Defendant knew or should have known that the commercial emails at issue were
14 sent to email addresses held by Maryland residents, including Plaintiff and members of the
15 proposed class.

16 38. Defendant collects and maintains customer information including names, email
17 addresses, shipping addresses, billing addresses, purchase history, account information, marketing
18 preferences, and information concerning consumers' interactions with Defendant's website and
19 marketing emails.

20 39. For consumers who purchase products, create accounts, join marketing programs,
21 use Defendant's website, interact with Defendant's emails, or otherwise engage with Defendant's
22 marketing, Defendant can associate email addresses with location information, including state-
23 level location information.

24 40. On information and belief, Defendant also uses standard e-commerce and email-
25 marketing tools, including cookies, pixels, tags, analytics, device identifiers, IP addresses, time-
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1 zone information, and similar technologies that can identify or approximate a recipient's location,
2 including whether the recipient is located in Maryland.

3 41. Defendant benefits from identifying where its customers and email recipients are
4 located because location information helps Defendant market, advertise, ship, tax, personalize,
5 analyze, and measure its commercial activities.

6 42. Defendant therefore knew or should have known that the emails at issue were being
7 sent to email addresses held by Maryland residents, including Plaintiff and members of the
8 proposed class.

9 **VI. PLAINTIFF ELEANOR COLMERS COWAN**

10 43. Plaintiff Eleanor Colmers Cowan is a Maryland citizen domiciled in Baltimore
11 City.

12 44. Plaintiff received Defendant's commercial electronic mail messages at issue in this
13 case while she was in Maryland.

14 45. Plaintiff received Supergoop promotional emails natively in the same email inbox.
15 Plaintiff confirms that she received and retained the 2025 and 2026 Supergoop emails identified
16 above. Based on Plaintiff's longstanding receipt of Supergoop promotional emails and counsel's
17 investigation of Supergoop's email campaigns, Plaintiff believes she also received materially
18 similar Supergoop promotional emails in 2024, although she no longer retains copies of the 2024
19 emails.

20 46. The emails Plaintiff received advertised Defendant's goods for sale and were
21 commercial electronic mail messages under Maryland law.

22 47. The subject lines of the emails Plaintiff received contained false or misleading
23 information with the capacity, tendency, or effect of deceiving recipients because they represented
24 that promotions were ending, expiring, in their final hours, ending that night, or otherwise time-
25 limited when those promotions were later extended, continued, reinstated, or materially replicated.

VII. CLASS ACTION ALLEGATIONS

48. Plaintiff brings this action pursuant to Maryland Rule 2-231 on behalf of herself and the following class:

49. All persons in Maryland who, within three years before the filing of this action through the date of class notice, received one or more commercial electronic mail messages from Defendant, Supergoop, Supergoop!, Supergoop, LLC, supergoop.com, and/or any related Supergoop sender, with a subject line stating or implying that a sale, discount, promotion, holiday promotion, sitewide sale, percentage-off offer, or similar commercial offer was ending, expiring, in its final hours, ending that night, available only through a stated deadline, or otherwise time-limited, when the same or materially similar offer was extended, continued, reinstated, or materially replaced shortly after the stated deadline.

50. Excluded from the Class are Defendant; Defendant's officers, directors, and employees; any entity in which Defendant has a controlling interest; the Court and its staff; and counsel of record in this action.

51. The Class is so numerous that joinder of all members is impracticable. Defendant sent commercial emails as part of mass email marketing campaigns to large numbers of recipients, including Maryland recipients.

52. There are questions of law and fact common to the Class, including whether Defendant sent commercial electronic mail messages to email addresses it knew or should have known were held by Maryland residents; whether the subject lines of those emails contained false or misleading information; whether the subject lines had the capacity, tendency, or effect of deceiving recipients; whether Defendant's emails violated Maryland's Commercial Electronic Mail statute; and the amount of statutory damages and attorneys' fees available under Maryland law.

53. Plaintiff's claims are typical of the claims of the Class because Plaintiff and Class members received Defendant's commercial emails containing false or misleading subject lines

1 concerning the duration, expiration, finality, extension, scarcity, or terms of Defendant's
2 promotions.

3 54. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no
4 interests antagonistic to the Class, and Plaintiff has retained counsel experienced in class-action
5 and consumer-protection litigation.

6 55. Class treatment is appropriate because common questions predominate over any
7 questions affecting only individual members. The core issues can be resolved with common
8 evidence, including Defendant's email campaigns, subject lines, promotional calendars, marketing
9 records, recipient records, and data showing whether recipients were in Maryland or held
10 Maryland-resident email addresses.

11 56. A class action is superior to other available methods for fairly and efficiently
12 adjudicating this controversy because the statutory damages available for each individual recipient
13 are modest compared to the cost of litigating separately, while Defendant's conduct affected many
14 similarly situated recipients in a similar manner.

15 **VIII. CAUSE OF ACTION**

16 **Count I**

17 **Violation of Maryland Commercial Electronic Mail Statute**

18 **Md. Code Ann., Com. Law §§ 14-3002 and 14-3003**

19 **On Behalf of Plaintiff and the Class**

20 57. Plaintiff realleges and incorporates all preceding paragraphs as if fully set forth
21 herein.

22 58. Defendant is a person within the meaning of Maryland's Commercial Electronic
23 Mail statute.

24 59. The emails at issue were commercial electronic mail because they advertised goods
25 or services for sale.

26 60. Defendant initiated, assisted in the transmission of, or conspired to initiate or assist
27 in the transmission of commercial electronic mail to Plaintiff and Class members.

1 61. The emails at issue were sent to electronic mail addresses that Defendant knew or
2 should have known were held by Maryland residents.

3 62. The emails at issue contained false or misleading information in the subject line
4 that had the capacity, tendency, or effect of deceiving recipients.

5 63. Defendant's subject lines were false or misleading because they stated or implied
6 that sales, discounts, or promotional offers were ending, expiring, in their final hours, ending that
7 night, or otherwise time-limited when the same or materially similar offers were later extended,
8 continued, reinstated, or materially replicated after the stated deadline.

9 64. Defendant's conduct violated Md. Code Ann., Com. Law § 14-3002.

10 65. Under Md. Code Ann., Com. Law § 14-3003, Defendant is liable to Plaintiff and
11 Class members for reasonable attorneys' fees and for damages in an amount equal to the greater of
12 \$500 per violative email or actual damages.

13 66. Plaintiff and Class members are entitled to statutory damages, attorneys' fees, costs,
14 and all other relief available under Maryland law.

15 **IX. CLAIM FOR ATTORNEYS' FEES AND RELATED EXPENSES**

16 67. Plaintiff expressly seeks attorneys' fees, costs, and related expenses recoverable
17 under Md. Code Ann., Com. Law § 14-3003.

18 **X. PRAYER FOR RELIEF**

19 68. Pursuant to Maryland Rule 2-305, Plaintiff states that the amount sought in this
20 action exceeds \$75,000.

21 69. WHEREFORE, Plaintiff Eleanor Colmers Cowan, individually and on behalf of all
22 others similarly situated, respectfully requests that the Court enter judgment in her favor and
23 against Defendant and grant the following relief:

- 24 • Certify this action as a class action under Maryland Rule 2-231;
25 • Appoint Plaintiff as class representative;
26 • Appoint Plaintiff's counsel as class counsel;
27

- Declare that Defendant's conduct violated Md. Code Ann., Com. Law §§ 14-3002 and 14-3003;
- Award Plaintiff and Class members statutory damages in the amount of \$500 for each violative commercial electronic mail message, or actual damages if greater;
- Award reasonable attorneys' fees and costs;
- Award pre-judgment and post-judgment interest as allowed by law;
- Award such other and further relief as the Court deems just and proper.

XI. JURY DEMAND

70. Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

By: /s/ Vaughn Stewart
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