

STATE OF INDIANA) IN THE ALLEN COUNTY CIRCUIT COURT NO.
) SS:
COUNTY OF ALLEN) CAUSE NO.

CATHERINE BELL, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

TORRID, LLC,

Defendant.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Catherine Bell, on behalf of herself and all others similarly situated, complains of Defendant Torrid, LLC (“Defendant” or “Torrid”), as follows, on information and belief except as to her own experiences and matters of public record:

INTRODUCTION

1. In 2003, like other states around the same time, to protect Indiana residents from the annoyance and harassment caused by the burgeoning spam email industry, the General Assembly enacted and the Governor signed the Deceptive Commercial Electronic Mail Act (DCEMA), codified at Indiana Code title 24, article 5, chapter 22.

2. Among other things, DCEMA prohibits transmitting commercial email that “contains false or misleading information in the subject line” to email addresses actually or constructively known to be held by Indiana residents. Ind. Code § 24-5-22-7(b)(3), (c)(2).

3. Torrid does just what DCEMA prohibits.

4. Torrid spams Hoosiers, including Plaintiff, with email subject lines that employ various tactics to create a false sense of urgency in their minds and, ultimately, their wallets.

Defendant floods Hoosiers' email inboxes with messages communicating, falsely, that their time to act—that is, to purchase Torrid's products—is short.

5. This false urgency wastes Hoosiers' time by enticing them to engage with Torrid's fictitious deadlines. It impedes them from making informed purchasing decisions and steers them away from shopping around for better deals.

6. Plaintiff brings this action to put an end to Defendant's harassment of Indiana residents and to remedy the injuries it has caused, additionally seeking injunctive relief against such violations in the future.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to I.C. § 33-33-2-20, which provides that the Allen Superior Court has the same jurisdiction as the Allen Circuit Court, and I.C. § 33-28-1-2(a)(1), which confers original and concurrent jurisdiction over civil cases upon the circuit court.

8. This Court has jurisdiction over Defendant under I.C. § 24-5-22-10, which provides that a person who initiates or assists the transmission of a commercial electronic mail message that violates the chapter, and who knows or should know that the message will be received in Indiana, submits to the jurisdiction of Indiana courts for purposes of the chapter. Jurisdiction is also proper under T.R. 4.4(A) and the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution because Defendant purposefully conducts business in Indiana, markets and sells its products to Indiana consumers, including the commercial electronic email messages giving rise to Plaintiff's claims. *See, e.g., Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021).

9. Venue is proper in this Court under T.R. 75(A)(10) because Torrid is a nonresident organization without a principal office in Indiana and Plaintiff is a resident of Allen County.

PARTIES

10. Plaintiff Catherine Bell is a resident of Allen County, Indiana.

11. Defendant Torrid, LLC, is a California limited liability company with its headquarters at 18501 East San Jose Avenue, City of Industry, CA 91748, and may be served with process through its registered agent, Corporation Service Company, at 135 North Pennsylvania Street, Suite 1600, Indianapolis, IN 46204.

FACTUAL ALLEGATIONS

I. DCEMA protects Indiana residents from deceptive spam emails.

12. All Internet users—which is to say, virtually everyone—bear the cost of deceptive commercial spam.

13. In the more than two decades since DCEMA’s enactment, the problem of commercial spam has only grown exponentially.

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

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

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

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

18. This includes emails sent to consumers from businesses with which consumers have no prior relationship, thanks to commercial data brokers and commercial data sharing agreements.

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

20. DCEMA exists to remedy and deter these harms, akin to those remedied and deterred by nuisance or fraud actions.

21. DCEMA’s requirement of truthfulness in commercial email marketing simultaneously protects consumers from nuisance and deception and facilitates honest commerce.

II. False time scarcity claims are an insidious tool in the commercial spammer’s toolkit.

22. One common way online marketers “manipulate consumer choice by inducing false beliefs” is to create a false sense of urgency or to falsely claim that consumers’ time to act is scarce. Fed. Trade Comm’n, *Bringing Dark Patterns to Light* 4 (2022), <https://perma.cc/847M-EY69/>; 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/>.

23. The Federal Trade Commission has identified the “False Limited Time Message” as one example of false time scarcity claims, in which the marketer 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.” *Bringing Dark Patterns to Light*, supra para. 22, at 22.

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

25. 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 Customer 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/>.

26. False scarcity claims are psychologically effective. As “considerable evidence” suggests, “consumers react to scarcity and divert their attention to information where they might miss opportunities.” *Online Choice Architecture*, supra para. 22, at 26.

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

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

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

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

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

III. The subject lines of Torrid’s commercial emails deploy false time scarcity tactics against consumers.

32. Torrid is a retailer of women’s apparel, intimates, footwear, and accessories, with a particular focus on serving the plus-size market. The company offers merchandise to the public at its brick-and-mortar stores, and through its website, www.torrid.com.

33. To promote its products, Torrid floods consumers’ inboxes with a constant stream of marketing emails. Each person on the subscriber lists receives approximately 14 emails from Torrid a day.

34. False time scarcity claims are a staple of Defendant’s email marketing practices. These claims are part of a preplanned, preconceived marketing strategy that Torrid orchestrates in advance to maximize sales by distorting information about the duration and availability of its sales, promotions, and other offers.

35. **Urgent Spam Emails.** Torrid is practiced in this trick of luring in consumers through urgent subject headings in emails that do not reflect the true availability of the deal itself, as these examples demonstrate.

36. Indeed, Defendant has a torrid affair with false time scarcity claims. It has established a pattern of using emails with misleading subject lines meant to entice consumers to purchase their products or services promptly, or else lose the opportunity for savings, by peppering those subject lines with words or phrases such as “FINAL HOURS,” “LAST DAY,” and “LAST CHANCE,” among others. A 2025 “Torrid Cash” promotion provides an apt example of this strategy at work.

37. On October 12, 2025, Torrid sent a barrage of emails to Indiana consumers. From the subject lines of those emails, the message was clear: the opportunity to redeem “Torrid Cash” was imminently ending that day.

38. The morning of October 12, 2025, Defendant transmitted an email with the subject line “📢 LAST DAY to redeem Torrid Cash 📢.” Later that same day, Defendant sent an email titled “USE IT OR LOSE IT 💰.” Finally, Defendant sent yet another email that evening with the heading “Torrid Cash = GONE for good at midnight.”

39. The use of the megaphone (📢) and money bag (💰) symbols adds to the sense of urgency to spend money these email subject lines are meant to evoke.

40. Thus, on October 12, 2025, when consumers in Indiana woke up, went to lunch, or got off work, Torrid was telling them their chance to use “Torrid Cash” would end that day. But that opportunity was not “gone for good” at midnight – it was barely gone for a few hours.

41. The morning of October 13, 2025, Defendant revealed the truth behind its deception: it extended the opportunity to use “Torrid Cash” in another email titled “1 MORE DAY: Torrid Cash extended!” So, after warning consumers that the opportunity was ending, Torrid extended the deadline, thereby proving the falsity of its October 12 subject lines.

42. Torrid is no stranger to using its fictitious currency to craft false time-scarcity claims.

43. In another example, on January 20, 2024, Defendant sent an email with the subject line “PSA 📢 LAST 2 days to earn 3x points + redeem Torrid Cash in...” and followed up the next day with an email titled “Final hours! Redeem your Torrid cash and earn 3x points 📢.”

44. Of course, the natural inference Torrid wants consumers to make is that “PSA” stands for “Public Service Announcement.”

45. And the use of the flashing red light emoji (🚨) heightens the sense of urgency in the message, invoking the flashing red lights of ambulances and fire trucks.

46. But there was no emergency and Defendant’s announcement certainly did not serve the public.

47. On January 22, 2024, Torrid extended the sale for two more days in an email with the heading, “SURPRISE! Torrid Cash EXTENDED 2 days = more time to earn 3x points!”

48. This may have been a surprise to consumers, but it was no surprise to Defendant. The false deadline that Torrid communicated in its January 20 and January 21 subject lines are merely components of Torrid’s cohesive marketing strategy meant to compel consumers to purchase its products using false time scarcity claims.

49. Similarly, in yet another example of its deceptive marketing scheme, Torrid gave consumers whiplash from the roller coaster ride of emails it sent in the last week of July 2024. As shown in the table below, Defendant sent emails telling consumers the opportunity to redeem “Torrid Cash” was ending, then it was back on, then it was ending again, then it was extended again.

Date	Email Subject Line
7/27/2024	ALERT: 2 days left to use your Torrid Cash! 🧐
7/28/2024	🔔 Last day to redeem Torrid Cash on Better-Than-Black-Friday...
7/29/2024	🌟 Torrid Cash EXTENDED! Don't miss out: redeem now
7/30/2024	🔴🔴 Your Torrid Cash EXPIRES today 🔴🔴
7/31/2024	You asked for it! 2 MORE DAYS to redeem Torrid Cash!

50. Over the course of five days, Torrid sent at least three false or misleading subject lines as to the availability of the Torrid Cash promotion.

51. Within three months, the same ride operator was back at the controls. As shown in the table below, Defendant sent emails indicating the same “Torrid Cash” opportunity was imminently ending twice in the same week.

Date	Email Subject Line
10/13/2024	🔴 LAST DAY to redeem Torrid Cash! Don't lose it, USE it! 🔴
10/13/2024	🕒 Only HOURS LEFT to redeem TORRID CASH! 🕒
10/13/2024	🕒 FINAL HOURS: redeem Torrid Cash on the best deals EVER! 🕒
10/14/2024	We're freaking out: Torrid Cash EXTENDED 🔴
10/15/2024	🌟 Redeem NOW! Torrid Cash extended 3 more days 🌟
10/17/2024	LAST DAY 🔴 To Redeem 🔴 TORRID CASH!
10/17/2024	🔔 Really. Truly. FINAL HOURS to redeem Torrid Cash! 🔔
10/18/2024	OMG: Torrid Cash EXTENDED + extra 25% off holiday NEW! This weekend only 🌀

52. In less than a week’s time, Defendant sent Hoosiers at least five emails containing false or misleading subject lines.

53. In 2025, the months of January, July, and October all followed the same pattern.

54. Beginning on January 19, 2025, and continuing through January 20, 2025, Defendant sent a barrage of emails with deceptive subject lines indicating another “Torrid Cash” opportunity was ending.

55. On January 19, 2025, Torrid sent an email titled “🕒's almost up! Torrid Cash ends TOMORROW.”

56. The next day, on January 20, 2025, Defendant sent a series of emails: in the morning, Defendant sent an email titled, “LAST DAY LAST DAY LAST DAY”; later that afternoon, Defendant sent another email with the heading “FINAL HOURS to redeem Torrid Cash!”; and the evening of January 20, Defendant sent an email with the subject line “LAST CALL for Torrid Cash! 💰 [.]”

57. Given Defendant's pattern of deploying misleading email subject lines, however, it is no surprise that including the words "last day" three times in all-caps did not really mean the opportunity was on its last day.

58. In fact, the very next day, on January 21, 2025, Defendant reversed course in yet another email with the subject line "By demand: Torrid Cash is EXTENDED!"

59. Within a span of just three days, Defendant sent consumers at least five emails containing false or misleading subject lines concerning the availability of the Torrid Cash promotion.

60. On July 27, 2025, Torrid deployed the same bait and switch: it sent two emails with subject lines "LAST DAY for Torrid Cash After Party!" and "FINAL HOURS for Torrid Cash After Party!" But on July 28, 2025, Defendant sent an email titled "EXTENDED 1 More Day + a New FESTI Drop!"

61. This practice of creating false urgency misleads consumers.

62. In addition to manipulating its fictitious currency, Torrid also engages in time scarcity email campaigns for sales of its merchandise.

63. For example, in 2024 and 2025, Torrid led consumers to believe its Labor Day sale would conclude with the end of the Labor Day holiday.

64. On September 2, 2024, Defendant transmitted three emails about its Labor Day Sale with the subject lines "LAST DAY for Labor Day Sale!" and "FINAL HOURS for 50% off online! NO Exclusions!" and "Labor Day Sale ENDS TONIGHT!"

65. But September 2, 2024, was neither the last day nor the final hours for the sale. On September 3, 2024, Defendant sent an email titled "EXTENDED: Labor Day Sale 🎉[.]"

66. Again, on September 1, 2025, Defendant alerted consumers with the subject line “FINAL HOURS 🚨 Labor Day Sale 🚨 [.]”

67. Words alone were not enough – for good measure, Defendant included the red flashing light emoji (🚨) to add time pressure.

68. However, the following day, on September 2, 2025, Defendant sent two emails, at 5:26 a.m. and 1:18 p.m., telling consumers the Labor Day sale had been extended.

69. In early December of 2024 and 2025, Torrid misled consumers about its Cyber Day promotions.

70. On December 2, 2024, Torrid sent emails about its Cyber Monday Sale, with subject lines, “LAST DAY to save BIG on faves (& future faves!)” and “FINAL HOURS: 50% off everything + EXTRA 20% off online!”

71. Then, on December 3, 2024, Torrid sent an email titled “Extended 1 DAY ONLY! Cyber Monday STEALS.”

72. On December 1, 2025, Defendant redeployed this scheme when it sent two emails about its “Break the Internet” Cyber Sale offering 60% off regular priced merchandise. The email subject lines read: “LAST DAY to save big on NEW & all your faves[,]” and “FINAL HOURS for 60% off!” On December 2, 2025, Defendant again sent an email with the subject heading, “IT. ALL. ENDS. TONIGHT!”

73. Despite having already continued the promotion beyond the first advertised deadline of December 1, Defendant sent an email to consumers on December 3, 2025 titled, “60% off EXTENDED! One more day of DEALS[,]” proving the falsity of the December 1 and December 2 subject lines.

74. On May 26, 2025, Defendant sent emails about its Memorial Day sale with subject lines like, “Memorial Week Sale ends TONIGHT!”, “Gone for good at midnight 🌙” and “FINAL HOURS for 50% off new arrivals!”

75. Of course, the sale was not gone for good at midnight, because Torrid followed up the next day with an email titled “Missed out? Take 2 MORE DAYS!”

76. Another example of Torrid’s scheme comes from later in the year. On August 11, 2025, Torrid emailed consumers about a 50% off deal, saying, in the heading, “50% off could be YOURS if you're quick! 2 Days Only,” and then again on August 12, it sent another email with the subject, “50% off could be YOURS...but snag it by TONIGHT.”

77. Yet, just two days later, it again offered 50% off in an email with the headline: “Starts NOW! Celebrating You Sale 🎉[.]”

78. Similarly, on September 14, 2025, Defendant sent emails about its Fall Fashion Event deal, including emails with subject lines “LAST DAY for 50% off reg. price, including NEW!” and “Fall Fashion Event ends TONIGHT 📣[.]”

79. The next day, unsurprisingly, Defendant followed up in another email with the heading “SURPRISE! A treat: 50% off new, EXTENDED! 🎉”

80. Likewise, on October 7, 2025, Defendant sent an email titled “LAST CHANCE to apply to Casting Call!”

81. But Defendant knew that would not be the last chance. On October 8, 2025, it continued the offer by sending an email with the subject line “EXTENDED! One more day to apply to Casting Call.”

82. The emails were part of a business strategy to mislead consumers with deceptive sale-ending emails like the ones above, and others.

83. In some instances, Defendant does not merely extend a sale that consumers were led to believe was ending. Torrid also announces that the sale has ended, only to begin the same or a materially similar sale immediately thereafter.

84. These communications are designed to mislead consumers.

85. For example, on April 28, 2025, Torrid told consumers a 50% off sale was almost over in two emails with subject lines “LAST DAY: 50% off almost everything!” and “Srsly, this is it: FINAL HOURS for 50% off almost EVERYTHING!”

86. “Srsly,” though, that wasn’t “it.” The very next day, the advertised sale went from 50% off to 70% off. On April 29, 2025, Defendant sent an email titled, “Ready. Set. Sun! SALE: up to 70% off almost everything starts now.”

87. On June 2, 2025, Defendant alerted consumers that a sale on two categories of merchandise was ending. Torrid sent an email with the subject line “FINAL HOURS for up to 70% off select tops & dresses.”

88. C o n t r a r y to that message, however, Torrid did not end the sale – it *expanded* the sale within 48 hours. On June 4, 2025, Defendant sent an email with the subject line “Starts NOW: Up to 70% off the ENTIRE site!”

89. Similarly, on September 21, 2025, Torrid led consumers to believe a sale was ending in an email titled “LAST DAY to snag 30-60% off almost everything!”

90. But, again, instead of ending the sale, Defendant upped the stakes the next day by sending an email on September 22, 2025, with the subject line “It's ON: 40-70% off almost EVERYTHING.”

91. Torrid carried its well-worn scheme of false deadlines and surprise extensions into 2026.

92. For instance, on January 29, 2026, it sent an email titled: “Only HOURS left for Flash Sale deals!”

93. Despite this unambiguous warning that the opportunity would end on January 29, the promotion continued.

94. The next day, January 30, 2026, Torrid sent an email titled, “Surprise! Flash Sale EXTENDED = Meet our new edit: Rosewood Haze[.]” Thus, the advertised promotion continued beyond the deadline communicated in Defendant’s January 29 subject line.

95. A couple of months later, Torrid recycled its ruse for another deceptive campaign. On March 15, 2026, it sent an email titled: “LAST DAY for dresses from \$19!”

96. True to form, the March 15 subject line conveyed false information to consumers. Torrid never intended for the promotion to end on that day.

97. On March 16, 2026, Torrid confirmed the falsity of the subject line when it revealed that the promotion was still active. An email sent on that date was titled: “EXTENDED! 1 more day for dresses from \$19[.]”

98. The following month yielded yet another instance of Defendant’s scheme.

99. On April 26, 2026, Torrid sent an email with the subject line: “LAST CHANCE to redeem your Torrid Cash = get 20% EXTRA off!” Within the email, large text proclaiming “BIGGEST TORRID CASH EVER ENDS TONIGHT!” echoed the ending that Torrid communicated in the subject line.

100. The same day, Torrid continued to layer time pressure on consumers. Defendant flooded consumers’ inboxes with three emails featuring the same subject line: “Absolute FINAL HOURS to redeem Torrid Cash!” And another email with the subject line: “FINAL HOURS for extra 20% off AND your Torrid Cash!”

101. However, the opportunity did not end on April 26 as Torrid represented to consumers in its April 26, 2026 subject lines.

102. On April 27, 2026, Defendant confirmed that the sale was still active in an email titled: “SO MUCH NEW + Torrid Cash EXTENDED + EXTRA 20% OFF!”

103. A May 2026 promotion offering 50% off plus \$25 dresses provides yet another recent example of Torrid’s deceptive pricing scheme.

104. On the morning of May 10, 2026, Defendant sent an email warning consumers about the end of the promotion, the subject heading read, “PSA: LAST DAY to snag dresses for \$25[.]” Just a few hours later, Defendant layered on additional time pressure in an email with the subject line: “50% off reg. price ends TONIGHT!” A large banner inside the email exclaimed that the opportunity was in its “Final Hours!”

105. Consistent with its other pre-planned misrepresentations, however, the May 10 subject headings communicated a false end date for the advertised promotion. An email sent on May 11, 2026, featured the subject heading: “Ok, Ok. 1 MORE DAY for 50% off!” Text within the body of the email confirmed consumers could still purchase dresses for \$25.00.

106. In another iteration of its false-urgency scheme, Torrid urged consumers to purchase before a purported discount deadline, only to advertise even more favorable pricing soon after. Defendant’s “Memorial Day” promotion is illustrative.

107. On May 23, 2026, Torrid sent an email to consumers with the subject line: “Memorial Day Sale = HOT HOT HOT[.]” announcing the launch of a promotion offering “50% off regular price and up to 70% off Clearance” merchandise.

108. Then, on May 27, 2026, Defendant sent an email with the subject heading: “Memorial Day Sale steals end TONIGHT!” But the advertised discount would not end that night, as Torrid advertised.

109. In keeping with its established practice, the subject line of the May 27, 2026 email was false or misleading.

110. The very next day, Torrid emailed consumers to promote an *even broader* discount opportunity. On May 28, 2026, Defendant transmitted an email titled: “The Heat is ON Sale + Sexy Sale starts now!” Text inside the email invited consumers to “SHOP NOW” to receive “UP TO 70% OFF” *all* merchandise.

111. Torrid misrepresented the duration of the Memorial Day deal all the while knowing that, in short order, it would be offering a deal that included and exceeded 50% off regular price products.

112. The day after the purported deadline had passed, Torrid introduced a superior offer. The time pressure leveraged in the May 27 subject line, therefore, was misleading as to the true availability of the deal.

113. As recently as this July, Torrid redeployed its longstanding scheme of pairing a false deadline with a surprise extension.

114. An email sent on July 17, 2026 announced to consumers it was the “LAST WEEKEND to redeem Torrid Cash[.]”

115. The next day, July 18, 2026, Torrid sent an additional email asserting time pressure on consumers regarding the approaching deadline. The message was titled: “Torrid Cash ENDS TOMORROW!”

116. And again, July 19, 2026, Defendant continued to pelt consumers with warnings about the sale’s alleged end. Two emails sent that morning featured the subject line: “LAST DAY to redeem your Torrid Cash, get an extra 15% off!”

117. The evening of July 19, Torrid met Hoosiers’ inbox with an email titled: “LAST CALL ALERT: Redeem Torrid Cash NOW[.]”

118. Contrary to its message, however, Torrid did not end the sale – it continued it the next day. On July 20, 2026, Defendant sent an email with the subject line “EXTENDED! Torrid Cash + EXTRA 15% off[.]”

119. Consistent with its established practice, rather than providing consumers with accurate terms, Torrid used false or misleading subject lines in its emails to motivate consumer action beyond what it believed truthful marketing would produce.

120. Defendant’s use of this tactic—whereby it pressures consumers to purchase quickly by suggesting that a deal is about to end, only to later extend the offer—dates back to at least 2022. The following subject lines reflect even more examples of how Torrid executed this marketing scheme in 2022:

- a. May 1, 2022: “Bertha, Your \$75 expires tonight 🤖 [.]”
- b. May 2, 2022: “Surprise! 2 more days to spend your \$75[.]”
- c. July 24, 2022: “Notice: your Torrid Cash expires tonight[.]”
- d. July 25, 2022: “HOLD THE 📞 ! 2 Day extension on Torrid Cash + 20% Off[.]”
- e. October 16, 2022: “Expiration Notice: Your \$75 ends in HOURS 🕒 [.]”
- f. October 17, 2022: “Surprise! 3 more days to spend your \$75[.]”

121. Torrid continued this same pattern to deceive consumers into 2023, as well. The following subject lines provide more instances of the strategy at play:

- a. January 16, 2023: “LAST DAY: Redeem your \$75 Torrid Cash[.]”
- b. January 17, 2023: “SURPRISE! 2 extra days to spend your \$75 Torrid cash
 [.]”

122. Any buyer misled by the above subject lines—believing that their opportunity to obtain a discount would soon expire—was deprived of the opportunity to make a fully informed purchasing decision.

123. As these examples demonstrate, Torrid is engaged in a scheme where it pressures consumers to purchase products from its website using subject lines which falsely represent the availability of its offers.

IV. Torrid knows, actually or constructively, when it sends emails to Indiana residents.

124. A sophisticated commercial enterprise, like Torrid, which is engaged in persistent marketing through mass email campaigns across the United States, has several ways of knowing where the recipients of its marketing emails are located. The means it employs are peculiarly within its knowledge.

125. First, the sheer volume of email marketing that Torrid engages in put it on notice that Indiana residents would receive its emails.

126. Second, Torrid may obtain location information tied to email addresses when consumers purchase Defendant’s products, or otherwise self-report such information to Defendant.

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

128. Specifically, Torrid appears to use third-party applications to manage its email marketing campaigns, including Cordial and MailGun. These platforms should allow Defendant to access a list of every email address that was sent a marketing email. It should also allow Defendant to determine which email recipients viewed the emails and who clicked on any links within them.

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

130. Fifth, Torrid may obtain location information tied to email addresses by using “identity resolution” services offered by companies such as LiveRamp, which can connect consumers’ email addresses to their physical locations, among other identifiers.

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

V. Torrid has violated Plaintiff’s right under DCEMA to be free of deceptive commercial spam.

132. Torrid has spammed Plaintiff with commercial emails whose subject lines contain false or misleading statements in violation of her right to be free from such annoyance and harassment under DCEMA.

133. Plaintiff received, for example, the following emails from Torrid, each of which is discussed above, at her personal email address.

- a. The September 2, 2024, email titled, “FINAL HOURS for 50% off online! NO Exclusions!” as described above at paragraphs 64 to 65.

- b. The September 2, 2024, email titled, “Labor Day Sale ENDS TONIGHT!” as described above at paragraphs 64 to 65.
- c. The October 13, 2024, email titled, “ LAST DAY to redeem Torrid Cash! Don't lose it, USE it!  ” as described above at paragraph 51.
- d. The October 13, 2024, email titled, “ FINAL HOURS: redeem Torrid Cash on the best deals EVER!  ” as described above at paragraph 51.
- e. The October 13, 2024, email titled, “ Only HOURS LEFT to redeem TORRID CASH!  ” as described above at paragraph 51.
- f. The October 17, 2024, email titled, “LAST DAY  To Redeem  TORRID CASH!” as described above at paragraph 51.
- g. The December 2, 2024, email titled, “LAST DAY to save BIG on faves (& future faves)!” as described above at paragraphs 70 to 71.
- h. The December 2, 2024, email titled, “FINAL HOURS: 50% off everything + EXTRA 20% off online!” as described above at paragraphs 70 to 71.
- i. The January 20, 2025, email titled, “LAST DAY LAST DAY LAST DAY[.]” as described above at paragraphs 54 to 59.
- j. The January 20, 2025, email titled, “FINAL HOURS to redeem Torrid Cash!” as described above at paragraphs 52 to 56.
- k. The January 20, 2025, email titled, “LAST CALL for Torrid Cash!  ” as described above at paragraphs 54 to 59.

- l. The April 28, 2025, email titled, “LAST DAY: 50% off almost everything!” as described above at paragraphs 85 to 86.
- m. The April 28, 2025, email titled, “Srsly, this is it: FINAL HOURS for 50% off almost EVERYTHING!” as described above at paragraphs 85 to 86.
- n. The May 26, 2025, email titled, “Memorial Week Sale ends TONIGHT!” as described above at paragraphs 74 to 75.
- o. The May 26, 2025, email titled, “FINAL HOURS for 50% off new arrivals!” as described above at paragraphs 74 to 75.
- p. The May 26, 2025, email titled, “Gone for good at midnight 🌙[.]” as described above at paragraphs 74 to 75.
- q. The June 2, 2025, email titled, “FINAL HOURS for up to 70% off select tops & dresses[.]” as described above at paragraphs 87 to 88.
- r. The July 27, 2025, email titled, “FINAL HOURS for Torrid Cash After Party!” as described above at paragraph 60 to 61.
- s. The July 27, 2025, email titled, “LAST DAY for Torrid Cash After Party!” as described above at paragraph 60 to 61.
- t. The August 11, 2025, email titled, “50% off could be YOURS if you're quick! 2 Days Only[.]” as described above at paragraphs 76 to 77.
- u. The August 12, 2025, email titled, “50% off could be YOURS...but snag it by TONIGHT[.]” as described above at paragraphs 76 to 77.
- v. The September 1, 2025, email titled, “FINAL HOURS 🚨 Labor Day Sale 🚨 [.]” as described above at paragraphs 66 to 68.

- w. The September 14, 2025, email titled, “LAST DAY for 50% off reg. price, including NEW!” as described above at paragraphs 78 to 79.
- x. The September 14, 2025, email titled, “Fall Fashion Event ends TONIGHT 📣[,]” as described above at paragraphs 78 to 79.
- y. The September 21, 2025, email titled, “LAST DAY to snag 30-60% off almost everything!” as described above at paragraphs 89 to 90.
- z. The October 12, 2025, email titled, “📣 LAST DAY to redeem Torrid Cash 📣[,]” as described above at paragraphs 36 to 41.
- aa. The October 12, 2025, email titled, “USE IT OR LOSE IT 💰[,]” as described above at paragraphs 36 to 41.
- bb. The October 12, 2025, email titled, “Torrid Cash = GONE for good at midnight[,]” as described above at paragraphs 36 to 41.
- cc. The December 1, 2025, email titled, “LAST DAY to save big on NEW & all your faves[,]” as described above at paragraphs 72 to 73.
- dd. The December 1, 2025, email titled, “FINAL HOURS for 60% off!” as described above at paragraphs 72 to 73.
- ee. The December 2, 2025, email titled, “IT. ALL. ENDS. TONIGHT!” as described above at paragraphs 72 to 73.
- ff. The March 15, 2026, email titled, “LAST DAY for dresses from \$19!” as described above at paragraphs 95 to 97.
- gg. The April 26, 2026, email titled, “LAST CHANCE to redeem your Torrid Cash + get 20% EXTRA off!” as described above at paragraphs 99 to 102.

hh. The April 26, 2026, email titled, “FINAL HOURS for extra 20% off AND your Torrid Cash!” as described above at paragraphs 99 to 102.

ii. The April 26, 2026, email titled, “Absolute FINAL HOURS to redeem Torrid Cash!” as described above at paragraphs 99 to 102.

jj. The May 10, 2026, email titled, “PSA: LAST DAY to snag dresses for \$25[.]” as described above at paragraphs 103 to 105.

kk. The May 10, 2026, email titled, “50% off reg. price ends TONIGHT!” as described above at paragraphs 103 to 105.

134. The subject lines of these emails are false or misleading, in violation of DCEMA, because they made false or misleading factual representations about the duration or availability of Torrid’s sales, offers, or other promotions.

135. It is likely that Plaintiff has received all the marketing emails sent by Torrid since her email address was added to Defendant’s marketing list, beyond those which she happened to save in her inbox.

VI. CLASS ALLEGATIONS

136. Plaintiff brings this action under T.R. 23, on behalf of herself and all others similarly situated.

137. Subject to future amendment or revision, Plaintiff seeks to represent the following putative class (“Class”):

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

138. Excluded from this definition of the Class are Defendant’s officers, directors, and employees; Defendant’s parents, subsidiaries, affiliates, and any entity in which Defendant has a

controlling interest; undersigned counsel for Plaintiff; and all judges and court staff to whom this action may be assigned, as well as their immediate family members.

139. The Class Period extends from the date six years before this Complaint is filed to the date a class certification order is entered in this action.

140. Plaintiff reserves the right to amend the Class definition as discovery reveals additional emails containing false or misleading information in the subject line that Defendant sent or caused to be sent during the Class Period to email addresses held by Indiana residents.

141. The Class is so numerous that joinder of all members is impracticable because the Class is estimated to contain, at minimum, thousands of members.

142. There are questions of law or fact common to the class, including without limitation whether Defendant transmitted or assisted the transmission of commercial emails containing false or misleading information in the subject line; whether Defendant sent such emails to email addresses it knew or had reason to know were held by Indiana residents; whether Defendant's conduct violated DCEMA; and whether Defendant should be enjoined from such conduct.

143. Plaintiff's claims are typical of the Class's because, among other reasons, Plaintiff and Class members share the same statutory rights under DCEMA, which Defendant violated in the same way by the uniform false or misleading marketing messages it sent to all putative Class members.

144. Plaintiff will fairly and adequately protect the Class's interests because, among other reasons, Plaintiff shares the Class's interest in avoiding unlawful false or misleading marketing; has no interest adverse to the Class; and has retained competent counsel extensively experienced in consumer protection and class action litigation.

145. Defendant has acted on grounds generally applicable to the Class, in that, among other ways, it engaged in the uniform conduct of sending uniform commercial emails to Plaintiff and the Class, which violate DCEMA in the same way, and from which it may be enjoined as to Plaintiff and all Class members, thereby making appropriate final injunctive relief with respect to the Class as a whole.

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

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

VII. CLAIM TO RELIEF

COUNT I

Violation of the Indiana Deceptive Commercial Electronic Mail Act

Ind. Code § 24-5-22-7

On behalf of the Class

148. Plaintiff incorporates and realleges paragraphs 1-135 above.

149. Defendant has initiated the transmission, within the meaning of Indiana Code § 24-5-22-4, or assisted the transmission, within the meaning of Indiana Code § 24-5-22-1, of commercial electronic mail messages, within the meaning of Indiana Code § 24-5-22-2, that contain false or misleading information in the subject line to electronic email addresses, within the meaning of Indiana Code § 24-5-22-3, that Defendant knows or has reason to know are held by residents of Indiana.

150. Plaintiff has received commercial electronic mail messages containing false or misleading information in the subject line of which Defendant has initiated the transmission or assisted the transmission.

151. For Defendant's violations of the Deceptive Commercial Electronic Mail Act, Plaintiff seeks an injunction against future violations, as well as actual damages or presumptive damages of \$500 for each violation, whichever is greater.

VIII. PRAYER FOR RELIEF

152. Plaintiff asks the Court to:

- a. Certify this action as a class action under Trial Rule 23; appoint Plaintiff as Class representative; and appoint Plaintiff's counsel as Class counsel;
- b. Enter a final judgment in Plaintiff's and the Class's favor that awards actual or presumptive damages to Plaintiff and the Class, according to proof; permanently enjoins Defendant from the unlawful conduct alleged; and awards pre- and postjudgment interest, as allowed by law;
- c. Award Plaintiff and her counsel her reasonable costs and fees incurred in prosecuting this action, as allowed by law; and
- d. Order such further relief as the Court finds appropriate.

IX. JURY DEMAND

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

[Signature page follows]

DATE: September 17, 2026

Respectfully submitted,

/s/ Lynn A. Toops

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***Applications for admission *pro hac vice*
forthcoming**