E-FILED; Baltimore County Circuit Court
Docket: 8/4/2026 3:15 PM; Submission: 8/4/2026 3:15 PM
Envelope: 27656851

IN THE CIRCUIT COURT FOR
BALTIMORE COUNTY, MARYLAND

EMMA HOBACK,
8301 Glen Road
Parkville, MD 21234

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

Plaintiff,

v.

CLAIRE'S ESSENTIALS LLC
9525 W. Bryn Mawr Avenue,
Ste. 220 & 330
Rosemont, IL 60018

Serve on:
Incorporating Services, Ltd.
901 South 2nd Street,
Ste. 201
Springfield, Illinois 62704

Defendant.

CASE NO.: C-03-CV-26-003607

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

1. Plaintiff Emma Hoback ("Plaintiff"), individually and on behalf of all others similarly situated, brings this action against Defendant Claire's Essentials LLC ("Claire's" or "Defendant") to recover statutory damages, attorneys' fees, and costs arising from Defendant's transmission of commercial emails containing false or misleading information in the subject line, in violation of the Maryland Commercial Electronic Mail Act, Md. Code Ann., Com. Law § 14-3001, *et seq.* Plaintiff makes the following allegations upon information and belief, except as to her own actions, the investigation of her counsel, and facts that are a matter of public record.

NATURE OF THE ACTION

2. This is a class action against Claire's for false and misleading email marketing.

3. Claire's sends marketing emails that misrepresent the duration and scope of given promotions, in an apparent effort to drive sales by creating a false sense of urgency and scarcity. The subject lines of these emails falsely claim that a sale or discount is about to expire—using phrases such as "LAST CHANCE," "Ends Tomorrow," "ENDS TODAY," "Final Day," and "Last day"—when, in reality, the same promotion continues after the represented deadline, recurs shortly thereafter, or comes "back for one more weekend." Claire's subject lines also represent that a discount applies to "Everything," when the body of the same email discloses that the offer applies only to "Almost Everything," is subject to unstated exclusions, and in fact requires the customer to purchase more items than the subject line implies in order to receive only the lowest-priced items free.

4. Claire's also sends marketing emails with subject lines informing the recipient that the recipient is getting something "free"—such as free earrings or a free ear piercing—with no qualification stated in the subject line itself. In reality, however, receipt of the "free" earrings or piercing is entirely contingent on the recipient making a purchase (of a paid piercing service, or of a piercing starter kit and standard aftercare solution), a condition disclosed only in the body of the email, in smaller print below the headline banner and/or in the fine-print terms and conditions at the bottom of the email, never in the subject line.

5. Claire's practice of sending emails with subject lines that misrepresent a promotion's deadline, or that misrepresent an item as "free" when, in fact, receipt of the item is contingent on undisclosed purchase conditions, violates the Maryland Commercial Electronic Mail Act, Maryland Code Annotated, Commercial Law § 14-3001, *et seq.* ("MCEMA").

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

7. The fact that such "free gift" statements are false and misleading has been recognized by the Federal Trade Commission, which directs that sellers should not make representations that a product can be obtained for "free" unless "all the terms, conditions and obligations upon which receipt and retention of the 'free' item are contingent [are] set forth clearly and conspicuously at the outset of the offer so as to leave no reasonable probability that the terms of the offer might be misunderstood." 16 C.F.R. § 251(c) (emphasis added) (also stating that disclosure of the terms of the offer set forth in a footnote of an advertisement to which reference is made by an asterisk or other symbol placed next to the offer is not regarded as making disclosure at the outset); *see also Brown v. Old Navy.*

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

9. By sending these false and misleading emails, Claire's intends to deceive the recipients.

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

JURISDICTION AND VENUE

11. The Circuit Court of Maryland has jurisdiction over this case under Md. Code Ann., Cts. & Jud. Proc. § 1-501.

12. The Circuit Court of Maryland has personal jurisdiction over Defendant Claire's pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-103(b)(1)-(3), as Claire's systematically and continually transacts business in Maryland, maintains leases and/or operates stores in the state of Maryland, this case arises, in part, out of a transaction that took place within Maryland, and Claire's contracts to supply goods or services in Maryland.

13. Venue is proper in this Court pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-201, because Defendant carries on a regular business in this County and because a portion of the cause of action arose in this County.

PARTIES

14. Plaintiff Emma Hoback is a natural person currently residing in Parkville, MD 21234 (Baltimore County).

15. Defendant Claire's Essentials LLC is a limited liability company doing business within this state, with its principal place of business located at 9525 W. Bryn Mawr Avenue, Ste. 220 & 330, Rosemont, Illinois 60018. Claire's Essentials LLC is the entity that transmits Claire's commercial marketing emails, as reflected in the sender information and copyright notice of those emails.

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.

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

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

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

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

20. MCEMA creates an independent, limited, private 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.

21. Violations of MCEMA create standalone causes of action.

22. MCEMA was modeled on Washington's Commercial Electronic Mail Act, Revised Code of Washington § 19.190.020, *et seq.*, and the two statutes share materially identical prohibitions on false or misleading information in the subject line of a commercial e-mail. Md. Code Ann., Com. Law § 14-3002 should therefore be construed consistently with Washington's statute.

23. In *Brown v. Old Navy, LLC*, 567 P.3d 38 (Wash. 2025), the Washington Supreme Court held that this prohibition reaches any false or misleading information in a commercial e-mail's subject line, and is not limited to information that disguises the commercial nature of the e-mail.

24. The false and misleading information in Claire's subject lines was material to Plaintiff and the Class. Claire's uses deadline and "free" claims in its subject lines because they work—a subject line warning that a sale is about to end, or promising a free item, makes recipients

more likely to open the email and make a purchase. Because those claims drive whether a recipient opens the email and shops, the truth of the claims matters to the recipient.

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

25. Claire's has initiated (or conspired to initiate) the transmission of commercial electronic mail messages with false or misleading information in the subject lines to Plaintiff and members of the Class.

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

27. Claire's sent the emails for the purpose of promoting its goods for sale.

28. The emails were sent at Claire's direction and were approved by Claire's.

29. Claire's emails frequently advertise the "limited" or "ending" nature of sales and discounts, the unqualified "Everything" scope of those discounts, and "free" items and services in the subject line—such as free earrings or a free ear piercing—without disclosing, in the subject line itself, that a represented deadline is false, that a represented scope is overstated, or that receipt of "free" earrings or a "free" piercing is contingent on the recipient making a purchase. Examples of such emails sent to Plaintiff are set forth in the tables below.

30. By stating that a sale is ending at a specific time, Claire's suggests an offer's rarity or urgency, stimulating consumers' desire to get the deal before it's gone while simultaneously inducing fear of missing a good buy. By representing in a subject line that a recipient is getting something "free," Claire's induces the recipient to open the email and, ultimately, to make a purchase the recipient believes will come with a genuine, no-strings-attached bonus.

31. Claire's designs the subject lines of its marketing emails to tap into these consumer urges.

32. The fact that such statements are false and misleading has been recognized by the Federal Trade Commission. Sellers should not "make a 'limited' offer which, in fact, is not limited," 16 C.F.R. § 233.5, nor represent that an item is "free" unless all conditions on receiving it are clearly and conspicuously disclosed at the outset of the offer, 16 C.F.R. § 251(c); *see also Brown v. Old Navy.*

33. Claire's uses the purportedly limited or "free" nature of these offers to send more emails to consumers, and to drive more purchases, than it otherwise might.

C. Claire's violates MCEMA because its "free" item subject lines omit the purchase conditions attached to those items.

34. There are numerous examples of Claire's emails that can be shown to have false and misleading information in the subject lines just by reviewing the subject lines of other Claire's emails, together with the bodies of those same emails. The facts alleged below show the types of false and misleading email subject lines Claire's sends to Maryland residents.

35. Claire's sends emails with subject lines such as "This Weekend Only! Free Earrings + Buy 3, Get 3 FREE on Everything," "ENDS TODAY! Free Earrings With Every Piercing," "last day to get pierced + get free earrings," "Dad moment: Dad gets pierced FREE this Sunday," and "Free back-to-school piercing? Yes, please." Each of these subject lines represents, or strongly implies, that the recipient will receive a free item or service without qualification.

36. In each instance, however, receipt of the promised "free" earrings or "free" piercing is contingent on the recipient making a purchase—of a paid piercing service in the case of the "free earrings" offers, or of a piercing starter kit and standard aftercare solution in the case of the "free piercing" offers—a condition that is omitted from the subject line and disclosed, if at all, only in

smaller print within the body of the email or in the fine-print "Terms & Conditions" at the very bottom of the email.

37. For example, the subject line "Free back-to-school piercing? Yes, please." represents to the recipient that a piercing may be obtained at no cost, with nothing further required. It is not until the fine print at the very bottom of the email that Claire's discloses that the piercing is "free" only "with the purchase of a starter kit," and that "[a]dditional charges apply to cartilage piercing"—meaning the recipient must still make a purchase to obtain the "free" piercing represented in the subject line.

D. Claire's also violates MCEMA by sending emails with subject lines that falsely represent a promotion is about to end.

38. In addition to the "free" item emails described above, Claire's regularly sends emails with subject lines representing that a discount or promotion is ending imminently—using phrases such as "LAST CHANCE," "Ends Tomorrow," "ENDS TODAY," "Final Day," "Last day," and "3 Days Left"—when, in truth, the same promotion continues after the represented deadline, recurs shortly thereafter under a new subject line, or is expressly brought "back for one more weekend."

39. For example, Claire's sent a chain of emails escalating urgency over consecutive days while the underlying promotion in fact continued and recurred: on February 13, 2026, an email headed "This Weekend Only! Free Earrings + Buy 3, Get 3 FREE on Everything"; on February 15, 2026, an email stating the promotion "Ends Tomorrow!"; and on February 16, 2026, an email stating it "ENDS TODAY!" Yet only days later, on February 22, 2026, Claire's advertised the identical "Free Earrings With Every Piercing" offer again—its own email announcing that the promotion was "BACK FOR ONE MORE WEEKEND" (February 20–22, 2026), even as that same February 22 email once more proclaimed "ENDS TODAY!"

40. As a second example, on December 5, 2025, Claire's advertised a "$10 OFF your Holi-YAY gift shopping" promotion that its own email stated would end December 9, 2025. Two days before that stated end date, on December 7, 2025, Claire's sent an email declaring "LAST CHANCE! $10 OFF your Holi-YAY gift shopping," representing that the recipient's final opportunity had arrived even though, by Claire's own terms, the promotion continued through December 9, 2025. The identical "$10 off $30" Holi-YAY promotion had also run weeks earlier (November 6–11, 2025), confirming it was a recurring offer rather than the fleeting, last-chance deal the subject line portrayed.

41. As a third example, Claire's sent emails with subject lines representing that a discount applied to "Everything"—such as "Don't Miss Out: Buy 3 Get 3 Free on Everything" and "$2 Clearance Plus Buy 2 Get 2 Free on All Necklaces + More" (advertising an "Entire Store—LIKE, LITERALLY, E-V-E-R-Y-THING" offer). The body and fine print of those same emails contradicted the subject lines, disclosing that the offer applied only to "Almost Everything," was subject to unstated "[e]xclusions," excluded piercing and gift cards, and in fact required the customer to purchase six items to receive only the three lowest-priced items free (or to purchase four items to receive only the two lowest-priced items free)—directly contradicting the unqualified "Everything" and "Buy 3 Get 3"/"Buy 2 Get 2" representations in the subject lines.

42. Specific examples of these emails, sent to Plaintiff, are set forth in the table in Section F below.

43. The subject lines of these emails were false and misleading because, in each instance, the represented deadline had no relationship to when the promotion actually ended—Claire's either always planned to continue the promotion beyond the stated deadline, or

represented the promotion's scope more broadly in the subject line than the qualifications disclosed in the body actually permitted.

E. Claire's sends commercial emails to consumers whom it knows, or has reason to know, reside in Maryland.

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

45. First, for any person that places an order online from Claire's, or in a Claire's store, Claire's associates an email address with a shipping address and/or billing address for that order.

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

47. Third, on information and belief, Claire's employs methods to track the effectiveness of its marketing emails and to identify consumers who click on links contained in Claire's marketing emails, including by identifying their physical location.

48. Fourth, on information and belief, Claire's utilizes cookies, pixels, and other online tracking technologies to identify and locate the consumers who click on links contained in Claire's marketing emails and who visit its website.

49. Fifth, on information and belief, Claire's employs sophisticated third parties who create profiles of customers and potential customers, including their email address and physical location.

50. Lastly, Claire's also knew, should have known, or had reason to know that it sends marketing emails to Maryland residents due to its retail presence in the state, including its Maryland store locations, and the volume of marketing emails it sends to people around the country.

51. At the time it sent the emails with false and misleading subject lines, Claire's had access to the data described above regarding the location of consumers in Maryland to whom it sent the emails.

F. Claire's initiated (or conspired to initiate) the transmission of illegal emails to Plaintiff and members of the Class.

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

53. On one or more occasions, Plaintiff shopped at, and made purchases in person from, Claire's retail store(s) located in Maryland.

54. In connection with those in-store purchases, Plaintiff provided her email address to Claire's at its Maryland store location(s), and Claire's associated her email address with her Maryland address and enrolled her in its email marketing program. Plaintiff began receiving commercial marketing emails from Claire's on or about December 20, 2024.

55. Plaintiff maintains an account with Claire's that reflects her home address in the State of Maryland.

56. Plaintiff has made her purchases from Claire's in person at Claire's retail stores located in Maryland.

57. Claire's knew, or had reason to know, that Plaintiff's email address is held by a Maryland resident because, among other things, (i) Plaintiff provided her email address, and signed up for a Claire's rewards account, in connection with in-person purchases inside Claire's retail store(s) located within Maryland; (ii) Plaintiff maintains an account with Claire's reflecting her

home address in Maryland; and (iii) Plaintiff has made her purchases from Claire's at its Maryland retail store locations.

58. Since on or about December 20, 2024, Plaintiff has received a high volume of commercial marketing emails from Claire's.

59. MCEMA was enacted to protect Maryland residents from precisely this kind of deceptive, high-volume commercial e-mail. Each Subject Email consumed Plaintiff's time and attention and occupied space in her inbox—the very harms the statute is designed to prevent.

60. Claire's sent the following emails to Plaintiff representing that Plaintiff would receive a free item or service:

Date	Subject Line	Nature of Falsity / Misrepresentation
2/13/2026 9:43 AM	"This Weekend Only! Free Earrings + Buy 3, Get 3 FREE on Everything"	Subject line represents that the recipient will receive free earrings, without qualification. In truth, the earrings are free only "with every piercing"—i.e., contingent on the recipient booking and paying for a piercing (or purchasing a piercing starter kit)—a condition omitted from the subject line and disclosed, if at all, only in the body/fine print ("Valued at up to $19.99. Exclusions apply."). The companion "Buy 3 Get 3 FREE on Everything" claim was likewise qualified in the body as "Purchase 6 items and receive the 3 lowest priced items free. Exclusions apply."
2/15/2026 10:37 AM	"Ends Tomorrow! Free Earrings + Buy 3 Get 3 FREE"	Same "free earrings" representation, contingent on a paid piercing and undisclosed in the subject line. The "Ends Tomorrow!" urgency was also false: the identical free-earrings/piercing promotion recurred the following weekend (February 20–22, 2026).
2/16/2026 9:50 AM	"ENDS TODAY! Free Earrings + Buy 3 Get 3 FREE"	Same "free earrings" representation, contingent on a paid piercing. The "ENDS TODAY!" claim was also false, as the same promotion returned days later (February 20–22, 2026).
2/22/2026 10:41 AM	"ENDS TODAY! Free Earrings With Every Piercing"	Subject line again represents free earrings; the offer was contingent on a paid piercing (earrings "Valued at up to $19.99"). The body confirmed the promotion was "BACK FOR ONE MORE

Date	Subject Line	Nature of Falsity / Misrepresentation
		WEEKEND" (February 20–22), contradicting the earlier "ENDS TODAY" representations.
4/6/2026 9:43 AM	"last day to get pierced + get free earrings"	Subject line represents free earrings, free only with a paid piercing ("choose any earrings under $20"). Body fine print: "Valued at up to $19.99. Offer valid April 2–6. Exclusions apply." The "last day" representation was also misleading given the recurring nature of the offer.
6/19/2026 11:08 AM	"Dad moment: Dad gets pierced FREE this Sunday"	Subject line represents a free piercing for "dad" or father figures. In truth, the piercing is free only when the recipient's child also gets pierced and "with purchase of a standard aftercare solution and piercing starter kit" (up to $49.99 value)—conditions omitted from the subject line and disclosed only in the body/fine print.
7/30/2026 10:10 AM	"Free back-to-school piercing? Yes, please."	Subject line represents that the recipient can obtain a piercing at no cost, with no qualification. In truth, the fine print discloses the piercing is free only "with the purchase of a starter kit", with "[a]dditional charges apply to cartilage piercing"—a purchase condition omitted from the subject line and disclosed only at the bottom of the email.

61. Claire's sent the emails identified in the table above (hereinafter the "Free Item Subject Emails") to Plaintiff for the purpose of promoting Claire's goods for sale.

62. In addition, and as further described in Section D above, Claire's sent Plaintiff the following emails representing that a promotion was ending immediately or applied without qualification, when in fact the same promotion continued after the represented deadline, recurred, or was subject to undisclosed exclusions and purchase requirements (hereinafter, together with the Free Item Subject Emails, the "Subject Emails"):

Date	Subject Line	Nature of Falsity / Misrepresentation
11/26/2025 9:45 AM	"Don't Miss Out: Buy 3 Get 3 Free on Everything"	Subject line represents a "Buy 3 Get 3 Free" discount on "Everything". The body of the same email qualified the offer as applying to "ABSOLUTELY EVERYTHING" subject to exclusions, and disclosed that the customer must

Date	Subject Line	Nature of Falsity / Misrepresentation
		"Purchase 6 items and receive the 3 lowest priced items free. Exclusions apply." The identical promotion recurred repeatedly, contradicting the unqualified subject line.
12/5/2025 9:33 AM	"Don't miss out—$10 OFF your Holi-YAY gift shopping!"	Subject line, paired with the email's "HURRY! ENDS DEC 9" urgency, portrayed the $10-off promotion as fleeting. The identical "$10 off $30" Holi-YAY promotion had run weeks earlier (November 6–11, 2025) and was re-advertised, showing a recurring offer rather than the limited one implied.
12/7/2025 10:37 AM	"LAST CHANCE! $10 OFF your Holi-YAY gift shopping!"	Represented the recipient's "LAST CHANCE" for the $10-off promotion on December 7—two days before the promotion's own stated end date of December 9, 2025—a false representation of imminent expiration.
12/14/2025 10:29 AM	"Buy 3 Get 3 Free on Everything—Perfect for Gifting"	Subject line again represents a "Buy 3 Get 3 Free" discount on "Everything". The body qualified the offer as "ABSOLUTELY EVERYTHING" subject to exclusions and disclosed that the customer must "Purchase 6 items and receive the 3 lowest priced items free"—and repeated the same promotion first run in November, confirming it was recurring.
12/22/2025 9:29 AM	"Buy 3 Get 2 Free! 3 Days Left to Grab the Perfect Gift"	Subject line represents a "Buy 3 Get 2 Free" discount. The body of the same email disclosed a materially different offer: "Purchase 5 items and receive the 2 lowest priced items free. Exclusions apply."
1/9/2026 9:53 AM	"$2 Clearance Plus Buy 2 Get 2 Free on All Necklaces + More"	Subject line and body tout an "Entire Store" "BUY 2 GET 2 FREE" offer on "LIKE, LITERALLY, E-V-E-R-Y-THING". The fine print of the same email disclosed the offer was in fact "Purchase 4 items and receive the 2 lowest priced items free. Excludes piercing and gift cards."
3/26/2026 9:41 AM	"girl math: buy 3, get 3 free = winning"	Subject line and body represent a "buy 3 get 3 free" discount on "absolutely everyyything". The same email disclosed "Exclusions apply" and that the offer was in fact "Purchase 6 items and receive the 3 lowest priced items free."
4/19/2026 10:38 AM	"Final Day Buy 3 Get 2 Free"	Subject line represents a "Final Day"/"LAST CHANCE" "Buy 3 Get 2 Free" offer. The same recurring promotion was re-advertised months

Date	Subject Line	Nature of Falsity / Misrepresentation
		later (July 3 and July 5, 2026), and the body disclosed the offer applied only to "almost everyyything" and required "Purchase 5 items and receive the 2 lowest priced items free."
7/3/2026 10:58 AM	"Red, white & buy 3, get 2 free"	Subject line represents a "buy 3, get 2 free" discount. The body disclosed the offer applied only to "Almost Everyyything" and was in fact "Purchase 5 items and receive the 2 lowest priced items free. Promotions may vary by store location."
7/5/2026 9:47 AM	"Last day! Buy 3, get 2 free"	Subject line represents a "Last day" "Buy 3, get 2 free" offer. The same recurring "Buy 3 Get 2" promotion had been advertised days earlier (July 3, 2026) and months earlier, and the body disclosed the offer applied only to "Almost Everyyything" and required "Purchase 5 items and receive the 2 lowest priced items free."

63. Claire's sent the Subject Emails identified in the two tables above for the purpose of promoting Claire's goods for sale.

64. Claire's initiated the transmission or conspired to initiate the transmission of the Subject Emails to Plaintiff.

65. The emails identified in the tables above are representative examples of the false and misleading commercial emails Plaintiff has received from Claire's. As alleged above, Plaintiff has received Claire's commercial marketing emails continuously since on or about December 20, 2024.

66. Plaintiff has identified at least 17 such emails to date—7 representing a false or misleading "free" item or service offer, and 10 representing a false or misleading promotional deadline or scope. These examples are not exhaustive; on information and belief, Claire's sent Plaintiff and members of the Class additional commercial emails with false or misleading subject lines.

67. Claire's has engaged in the conduct described above throughout the period since on or about December 20, 2024, and continues to do so.

CLASS ACTION ALLEGATIONS

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

> All Maryland residents to whom Claire's sent, within four years before the date of the filing of this complaint until the date of trial, an email with a subject line that (a) states or implies that a particular promotion will end at a specified time, or applies without qualification, when the promotion will actually continue beyond the specified end time or is subject to undisclosed exclusions, or (b) states or implies that the recipient of the email will be given a free product without qualification, when in fact receipt of the product was contingent on the recipient making a purchase or satisfying other conditions not disclosed in the subject line.

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.

69. The Class, as defined above, is identifiable, and Plaintiff is a member of the Class.

70. Numerosity. The members of the Class are so numerous that joinder of all members is impracticable. Md. Rule 2-231(b)(1). On information and belief, Claire's sent the false and misleading commercial emails to thousands of Maryland residents. Claire's operates multiple retail stores in Maryland and sends marketing emails to Maryland residents on a daily basis. The precise number of Class members is presently unknown but is readily ascertainable from Claire's own records. At a minimum, the Class consists of thousands of persons.

71. Commonality. There are questions of law and fact common to the Class. Md. Rule 2-231(b)(2). These common questions include, but are not limited to:

(a) Whether the emails Claire's sent to the Class are subject to MCEMA § 14-3001, *et seq.*;

(b) Whether the subject lines of emails sent by Claire's contain false or misleading information that has the capacity, tendency, or effect of deceiving the recipient, in violation of MCEMA § 14-3002;

(c) Whether Claire's knew, or should have known, that the recipients of those emails were residents of Maryland;

(d) Whether Claire's is subject to the $500 penalty set forth in MCEMA § 14-3003 for each email it sends containing false or misleading information in the subject line;

(e) Whether Plaintiff and the Class are entitled to statutory damages, attorneys' fees, and costs; and

(f) The nature and extent of class-wide injury and damages.

72. Typicality. Plaintiff's claims are typical of the claims of the Class. Md. Rule 2-231(b)(3). Plaintiff, like every other member of the Class, received commercial emails from Claire's bearing subject lines that contained the same categories of false or misleading information, and Plaintiff's claims arise from the same course of conduct and the same legal theories as those of the Class.

73. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class. Md. Rule 2-231(b)(4). Plaintiff has no interests antagonistic to, or in conflict with, the interests of the Class; is committed to vigorously prosecuting this action; and has retained counsel experienced in handling consumer class actions and complex consumer litigation.

74. Predominance. Questions of law and fact common to the Class predominate over any questions affecting only individual members. Md. Rule 2-231(c)(3). The central questions—whether Claire's subject lines contained false or misleading information and whether Claire's is

liable for statutory damages under MCEMA—are common to the Class and can be resolved with common, largely documentary evidence drawn from Claire's own email and marketing records.

75. Superiority. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Md. Rule 2-231(c)(3). Because each individual claim involves a relatively small amount, the cost of prosecuting individual actions would be prohibitive, and the likelihood that individual Class members would prosecute separate actions is remote. Class treatment presents no unusual difficulties of management and conserves the resources of the parties and the Court.

76. Ascertainability. The Class is readily ascertainable. The identities of Class members and the emails they received can be determined from Claire's own marketing, email-service-provider, and customer records.

CAUSE OF ACTION

COUNT ONE
(Violation Of Maryland Commercial Electronic Mail Act § 14-3001, *et seq.*)

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

78. 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."

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

80. 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."

81. Claire's is the defendant that initiated the transmission of the Subject Emails.

82. 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."

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

84. Plaintiff and members of the Class have provided Claire's with a shipping address and/or billing address and/or phone number with respect to orders (unrelated to the allegations in this Complaint) made by Plaintiff and members of the Class.

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

86. At the time it sent the Subject Emails, Claire's had access to the data described above regarding the location of consumers in Maryland to whom it sent the emails.

87. 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 Claire's emails inside of a Claire's store located within Maryland were residents of Maryland at the time those emails were sent.

88. Plaintiff and members of the Class are and were, in fact, residents of Maryland at the time Claire's transmitted the Subject Emails.

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

90. Claire's knew or should have known that Plaintiff and members of the Class, the intended recipients of the aforementioned emails, are (and were) residents of the State of Maryland when Claire's sent the emails.

91. 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[.]"

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

93. In violation of MCEMA § 14-3002, the Subject Emails (and many other emails sent by Claire's) contained a subject line with false or misleading information, in the ways described above.

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

95. Because the Subject Emails contained false or misleading information in their subject lines, Plaintiff's claims are not preempted by the federal CAN-SPAM Act, 15 U.S.C. § 7701, *et seq.*, which does not preempt state statutes to the extent they prohibit falsity or deception in commercial electronic mail. 15 U.S.C. § 7707(b)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

A. An order assuming jurisdiction of this case;

B. An order certifying the Class under Maryland Rule 2-231(c)(3);

C. An order appointing Plaintiff as representative of the Class, and undersigned counsel as Class counsel for the Class;

D. An order awarding statutory damages pursuant to MCEMA § 14-3003 ($500 per violation) for Plaintiff and the members of the Class;

E. An award of attorneys' fees, pursuant to MCEMA § 14-3003;

F. An award of pre-judgment and post-judgment interest on all sums awarded to Plaintiff and the members of the proposed Class; and

G. Such other relief as the Court deems appropriate.

Pursuant to Maryland Rule 2-305, Plaintiff states that her individual claim for relief under MCEMA § 14-3003 totals at least $8,500, based on the at least 17 emails specifically identified to date ($500 per email), and will increase to the extent additional violating emails are identified through discovery, exclusive of the claims of absent Class members.

DEMAND FOR JURY TRIAL

Pursuant to Maryland Rule 2-325, Plaintiff demands a jury trial on all issues so triable.

Dated: August 4, 2026

Respectfully submitted,

/s/ Gary E. Mason
Gary E. Mason (MD Bar No. 15033)
(ID 0106080003)
Danielle L. Perry (MD Bar No. 2602051015)
MASON & PERRY LLP (*Local Office*)
7315 Wisconsin Avenue, Suite 400W
Bethesda, MD 20814-3224
Telephone: (202) 429-2290
gmason@masonllp.com
dperry@masonllp.com

MASON & PERRY LLP (*Main Office*)
5335 Wisconsin Avenue NW, Suite 640
Washington, DC 20015

Attorneys for Plaintiff