

**IN THE CIRCUIT COURT FOR
MONTGOMERY COUNTY, MARYLAND**

DEANDRE' JACKSON, individually and on
behalf of all others similarly situated
5313 Muncaster Mill Rd.
Deerwood, MD 20855,

Plaintiff,

v.

BLUE NILE INC.
135 W 50th St
New York, NY 10019,

Defendant.

Case No. C-15-CV-26-004340

CLASS ACTION COMPLAINT

JURY DEMAND

I. Introduction

1. This is a class action against Defendant Blue Nile Inc., for its practice of sending false and misleading marketing and commercial emails to Maryland residents.

2. The ubiquity of false, misleading, and deceptive email marketing is well documented—and personally experienced by virtually anyone with an email account. To address misleading and predatory email practices, the Maryland legislature enacted the Maryland Commercial Electronic Mail Act (“MCEMA”), Md. Code, Comm. Law § 14-3001 *et seq.* The MCEMA forbids sending an email that “[c]ontains false or misleading information in the subject line that has the capacity, tendency, or effect of deceiving the recipient.” Md. Code, Comm. Law § 14-3002(b)(iii).

3. Defendant is a jeweler operating both online and in retail showrooms across the country. In 2022, Defendant was acquired by Signet Jewelers. This case concerns Defendant's email marketing practices.

4. Defendant routinely offers discounts to drive sales and profits. Defendant extensively advertises these purported discounts, including by sending commercial emails to Maryland residents with subject lines promoting the discounts. For example, "Last Chance For 50% Off* Cyber Deals." Defendant frequently sends emails with subject lines emphasizing the supposed limited duration of its sales—with attention-grabbing labels like "Last Chance," "LAST DAY", and "ENDS TOMORROW." This strategy creates a sense of urgency to act now, notwithstanding that the offer lasts longer than advertised.

5. Defendant often sends emails asserting and advertising that a sale has been "EXTENDED" notwithstanding that, upon information and belief, Defendant always intended and planned for the sale to last through the "extended" time. And even when the sale isn't expressly "extended," it is routinely replaced with a substantially similar sale.

6. Defendant sends marketing emails to Maryland consumers containing false or misleading information in the subject lines, with the capacity, tendency, or effect of deceiving and misleading the recipient. And so, Defendant violates the MCEMA.

7. Plaintiff is a Maryland resident who received emails from Defendant with false and misleading subject lines promoting sales. Plaintiff brings this case, individually and on behalf of the proposed Class, to protect Maryland residents from Defendant's false and misleading emails about its purported discounts.

II. Parties

8. Plaintiff DeAndre' Jackson is, and at all relevant times was, a resident of Montgomery County, Maryland.

9. Defendant Blue Nile Inc. is incorporated in Delaware and headquartered in New York, New York.

III. Jurisdiction

10. This Court has jurisdiction over this case under Md. Code, Cts. & Jud. Proc. § 1-501.

11. This Court has personal jurisdiction over Defendant under Md. Code, Cts. & Jud. Proc. § 6-103(1)-(3), because Defendant systematically transacts business in Maryland, directs marketing messages to consumers in Maryland, collects money from Maryland banks and Maryland consumers who purchase products online, and the claims giving rise to this action arise from Defendant's purposeful transmission of electronic mail messages to Maryland residents and from acts and events that occurred in Maryland.

IV. Facts

A. Marketing Emails Using False Scarcity Tactics Harm Consumers and Competition

12. Misleading email subject lines are not a new problem. In 2003, the U.S. 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).

13. A 2012 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).

14. Simply conducting the routine affairs of daily life often exposes consumers to unanticipated and unwanted volumes of commercial email. Email addresses are requested from all sorts of companies—banks, retailers, service providers, apps, and on and on. Emails, and email marketing, are a ubiquitous feature of modern commerce.

15. A common tactic used by online marketers is to “manipulate consumer choice by inducing false beliefs” by creating a false sense of urgency or to falsely claim that the time to act is limited and expiring soon. 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/N848-7TVV/>.

16. This practice is rooted in the concept of “time scarcity,” one of the six principles of persuasion recognized by Dr. Robert Cialdini. Cialdini, *Influence: The Psychology of Persuasion* (1984). Marketers use time scarcity to push people into buying now rather than putting the decision off because a delayed decision is usually a lost sale.

17. In this context, time scarcity leverages psychological biases like loss aversion (people are more motivated to avoid losing a deal than to gain the same deal without a deadline), limited deliberation (since the clock is ticking), and perceived value (sales are perceived as more valuable when offered for a limited time) to drive purchases.

18. Prospect theory, developed by behavioral economics pioneers, Daniel Kahneman and Amos Tversky, supports this framework. Prospect theory holds that consumers are more sensitive to losses than gains. Kahneman, D., & Tversky, A. *Prospect Theory: An Analysis of Decision under Risk*, *Econometrica* (1979). Advertisers using artificial limited duration promotions weaponize prospect theory against consumers: as a promotion’s expiration date

approaches, consumers come to perceive the unused sale as a potential loss rather than a foregone gain, consistent with prospect-theoretic predictions, thus raising the likelihood the consumer will act on the sale. (Kahneman & Tversky, 1979; Spears, 2001; Aggarwal & Vaidyanathan, 2003).

19. “False or misleading scarcity claims can change the behaviour of consumers.” *Online Choice Architecture*, *supra* para. 15, at 27.

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

21. False time 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. 15, at 26.

22. Manufacturing 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.* When faced with time pressure, “consumers might take up an offer to minimize the uncertainty of passing it up.” *Id.*

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

24. False time scarcity is also harmful to competition. “Making time-limited offers is a common retail pricing strategy. Economic theory implies that such offers inhibit price search, making markets less competitive.” Robert Sugden, et al., *Take it or leave it: Experimental evidence*

on the effect of time-limited offers on consumer behaviour, J. ECON. BEHAVIOR & ORGANIZATION (Dec. 2019).

25. Recognizing the harmful impact on consumers, the FTC has identified the “False Limited Time Message” as an example of false time scarcity claims—marketers create “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. 15, at 22.

B. Defendant sends emails with false and misleading subject lines advertising its products

26. Defendant is a jeweler operating an online retail business.

27. Defendant regularly advertises online sales and discounts through emails to individuals on its email list. In its email advertisements, Defendant frequently advertises discounts that, it says, will end at a specified time, fostering a sense of urgency concerning purportedly soon-to-be-ending sales.

28. These emails, initiated, sent, and/or transmitted by Defendant, contain subject lines that are false and misleading. Specifically, Defendant’s email subject lines often state that the marketed sales or discounts are of limited duration—for example, “Last Chance” or “LAST DAY” or “ENDS TOMORROW.”

29. To reasonable consumers, such statements convey that the discount is only available for a limited period, meaning that after the period ends—after “TOMORROW” or the “DAY” ends, or when the “LAST CHANCE” slips away—the referenced sale will no longer be available and its products will return to their full price.

30. Such understanding, however, would be wrong. Invariably, the sale or discount is continued, often accompanied by more urgent emails prompting consumers to act now before the

new, *extended*, deadline elapses. Defendant continues or “extends” its supposed limited-time sales routinely, or functionally does so by replacing them with materially similar sales concerning materially identical discounts. These email subject lines containing artificial expiration dates are false and misleading because they convey to consumers that the discounts will expire and will no longer be available unless the consumer purchases before the supposed expiration, which is false. Instead, the products will continue to be available at the discounted price long after the discounts are originally represented to expire.

31. During the class period, Defendant routinely deployed this strategy, sending emails to Plaintiff and other Class members, with false and misleading subject lines designed to create a false sense of urgency to spur immediate action. Included herein are a few examples of Defendant’s emails initiated and sent in violation of the MCEMA.

32. On December 6, 2025, Defendant sent Plaintiff and other Class members an email with the subject line “Last Chance For 50% Off* Cyber Deals.” The contents of the email explains that it was the last day for up to 50% off select jewelry. The representations in the subject line had the capacity, tendency or effect of leading reasonable recipients of the email to believe that if they purchased during the specified period, they would receive the special 50% discount off the regular prices of the products, but that such availability was of limited, shortly-to-expire duration—that it was a limited time sale ending that day, after which the advertised discount would no longer be available.

33. This was not true: December 6, was in fact not the “Last Chance” as promised. Defendant sent another email on December 10, 2025, with the subject line “Brighter Holidays With Bigger Savings.” The contents of the email explained that select styles were up to 50% off, the same discount that was offered just days earlier.

34. Upon information and belief, Defendant never intended the advertised sale to conclude on December 6 as advertised. Defendant told consumers something that was not true hoping that misleading consumers would drive sales.

35. Another example: on November 30, 2025, Defendant sent Plaintiff and other Class members (1) an email with the subject line “Last Chance For Black Friday Savings,” and (2) an email with the subject line “Up to 40% Off* Ends Today.” The contents of both emails explained that it was the last day for up to 40% off select jewelry. The representations in the subject line had the capacity, tendency or effect of leading reasonable recipients of the email to believe that if they purchased during the specified period, they would receive the special 40% discount off the regular prices of the products, but that such availability was of limited, shortly-to-expire duration—that it was a limited time sale ending that day, after which the advertised discount would no longer be available.

36. This was not true: the very next day, on December 1, 2025, Defendant sent an email to Plaintiff and other class members with the subject line “Cyber Deals Up To 50% Off*,” offering discounts that were even greater than those advertised as ending the previous day. Rather than ending the promotion, Defendant immediately replaced it with a more generous discount, contradicting the representation that November 30 was the “last chance” to receive a discount.

37. Upon information and belief, Defendant never intended the advertised sale to conclude on November 30 as advertised. Defendant told consumers something that was not true hoping that misleading consumers would drive sales.

38. Another example: on September 7, 2024, Defendant sent Plaintiff and other Class members an email with the subject line “LAST DAY TO SAVE DURING OUR ANNIVERSARY SALE!” The representations in the subject line had the capacity, tendency or effect of leading

reasonable recipients of the email to believe that if they purchased during the specified period, they would receive the special anniversary sale discounts off the regular prices of the products, but that such availability was of limited, shortly-to-expire duration—that it was a limited time sale ending that day, after which the advertised discount would no longer be available.

39. This was not true: the very next day, on September 8, 2024, Defendant sent an email to Plaintiff and other class members with the subject line “SALE EXTENDED: Don't Miss Anniversary Sale Savings,” offering the same discounts advertised as ending the previous day.

40. Upon information and belief, Defendant never intended the anniversary sale to conclude on September 7 as advertised. Defendant told consumers something that was not true hoping that misleading consumers would drive sales.

41. Another example: on March 29, 2024, Defendant sent Plaintiff and other Class members an email with the subject line “ENDS TOMORROW: 25% Off Ring Settings.” The representations in the subject line had the capacity, tendency or effect of leading reasonable recipients of the email to believe that if they purchased during the specified period, they would receive the 25% discount off the regular prices of ring settings, but that such availability was of limited, shortly-to-expire duration—that it was a limited time sale ending the following day, after which the advertised discount would no longer be available.

42. This was not true: on March 31, 2024, the day after the sale was advertised as ending, Defendant sent an email to Plaintiff and other class members with the subject line “SALE EXTENDED: 25% Off Ring Settings,” offering the same discount.

43. Upon information and belief, Defendant never intended the advertised sale to conclude on March 30 as advertised. Defendant told consumers something that was not true hoping that misleading consumers would drive sales.

44. Plaintiff (and Class Members) received these false and misleading emails—initiated and/or sent in violation of MCEMA—during the relevant time period.

45. In short: Defendant sent Plaintiff and Class members emails with subject lines falsely conveying that sales were about to end, and that recipients would save money by buying now, when in fact the sales weren't about to end, and recipients could continue to receive the same supposed discounts (or even deeper discounts) after the claimed end date. Defendant's email subject lines were false and misleading for these reasons.

46. Defendant sends these emails for the purpose of promoting its products and to drive sales. By misrepresenting the duration, reason, amount, and frequency of its supposed sales, Defendant creates a false sense of urgency. These tactics work. Recipients who read Defendant's email subject lines believe that if they act now, they can purchase products at a limited-time discount. If they wait, then the discount will expire and they will have to pay the former or regular, higher price.

47. As discussed above, consumers care about receiving discounts. Receiving a good deal—a discount—is important to consumers, and material to consumer purchasing decisions regarding Defendant's products.

48. Discounts drive purchases. Consumers are more likely to make a purchase when they think they are getting a good deal. They are also willing to pay more if they believe what they are purchasing is worth more than they are paying and that they are getting a substantial discount.

49. By representing that a sale is ending at a specific, swiftly-forthcoming time, Defendant suggests an offer's rarity or urgency, stimulating consumers' desire to take advantage of the deal immediately while simultaneously inducing anticipatory regret of missing a good buy.

50. Defendant's advertisements generate the false belief that if consumers buy now, they would get a substantial discount on Defendant's products, but if they wait, consider, and make an informed decision—even if they wait a short amount of time—they will pay significantly more. This artificially increases consumer demand for Defendant's products, which in turn increases Defendant's sales.

51. Defendant knows, or has reason to know, that it sends marketing emails containing false and misleading subject lines to Maryland residents. Defendant knows where recipients of its emails reside because (i) Defendant has physical addresses associated with recipients' accounts; (ii) Defendant has access to data regarding the recipient including the recipient's state of residence, such as IP address tracking through Defendant's marketing activities; (iii) accounts are created by consumers containing Maryland addresses; (iv) Defendant utilizes cookies, pixels, and online tracking technologies to identify consumers (including their location) who click on links contained in Defendant's emails and those who visit its website; and (v) other methods, such as utilizing sophisticated third party companies who contract with companies like Defendant to create data profiles, including physical geographical locations, of consumers. Put simply, discovery will confirm and show that, at the time it sent the emails with false and misleading subject lines, Defendant had access to the data described above regarding the location of consumers in Maryland to whom it sent the emails at issue.

52. Defendant also knows what sales it is offering on its products; knows they will not end when its emails say they will; and knows that the advertised discount amounts in the email subject lines are false and misleading.

53. Defendant's commercial emails containing false and misleading information about its sales clog up inboxes with spam email, waste limited data space, and violate Plaintiff's and putative Class members' statutory right to be free from deceptive commercial emails.

54. Plaintiff was not, and putative Class members are not, aware that Defendant's email subject lines are false and misleading. Reasonable consumers, obviously, do not track Defendant's website and emails, nor track the sales available every day for months or years to determine whether or not the sales and end dates are real, and thus whether or not the email subject lines promoting those sales are true.

C. Defendant's false and misleading emails to Plaintiff and Class members violate MCEMA

55. MCEMA regulates and proscribes sending commercial emails that contain false or misleading information in subject lines. MCCL § 14-3002(b)(iii).

56. An injury occurs under MCEMA any time a commercial e-mail is transmitted that contains false or misleading information in the subject line, thereby depriving the recipients of their statutory right to be free from false and misleading commercial advertisements.

57. Aware of the scourge of modern, electronic advertising—and the resulting frustration, time wasted, clogging of email inboxes, and so forth—the Maryland legislature provided consumers with recourse. A person who violates § 14-3002(b)(iii) is liable to the recipient for statutory damages, along with reasonable attorneys' fees.

58. Defendant's email advertisements contain subject lines that misstate the duration of its purported sales, misstate the frequency of the advertised discount, and so forth. Such emails, described herein along with several examples, render Defendant liable to Plaintiff and putative Class Members because the promotional emails contained false or misleading information in the subject line, in violation of MCEMA.

59. Upon information and belief, Defendant intends to mislead recipients with its false and misleading email subject lines. Defendant is aware that misleadingly manufacturing urgency is a tried and true marketing method of increasing demand, sales, and profits—indeed, it sends the false and misleading emails for precisely this purpose.

60. Upon information and belief, Defendant has sent thousands of emails substantially similar to those described herein to Maryland recipients, with identical and with substantially similar false or misleading subject lines.

61. The emails were approved by Defendant and sent at Defendant's direction.

V. Class action allegations

62. Plaintiff brings the asserted claims on behalf of a proposed Class of Maryland residents described below:

All Maryland residents to whom Defendant sent, or directed to be sent, email messages containing a subject line that stated a promotion (or sale) would conclude at a specified time where the promotion (or sale) did not conclude at that time, within the time period of three years prior to the filing of this Complaint until the date on which the Class is certified.

63. The following people are excluded from the proposed Class: (1) any Judge or Magistrate Judge presiding over this action, their staff, and the members of their families; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

64. The defined Class is identifiable and Plaintiff is a member of the Class.

65. The proposed Class contains members so numerous that separate joinder of each member of the proposed Class is impractical. Upon information and belief, the Class is comprised of, at minimum, hundreds or thousands of members.

66. Class members can be identified through Defendant's electronic mailing lists and/or through other objective criteria.

67. There are questions of law and fact common to the proposed Class, and these common questions predominate over any individual questions. The common, predominating questions include:

- (1) whether Defendant's email subject lines representing the expiration of a promotion (or sale) at a specified time notwithstanding that the promotion (or sale) would continue beyond the represented time constitutes a false or misleading representation with the capacity, tendency, or effect of deceiving a recipient;
- (2) whether the emails containing such subject lines are subject to MCCL § 14-3001;
- (3) whether recipients are entitled to statutory damages of \$500.00 for each email received from Defendant containing such subject lines;
- (4) the nature and extent of classwide damages.

68. Like members of the proposed Class, Plaintiff received emails from Defendant advertising Defendant's products that contain false or misleading subject lines.

69. Plaintiff's claims are typical of the claims of proposed Class Members and arise from similar facts. Plaintiff is not subject to any sufficiently unique affirmative defenses.

70. There are no conflicts of interest between Plaintiff and the proposed Class. Plaintiff is committed to vigorously representing the interests of the Class, and has retained competent counsel experienced in litigating class actions and complex litigation.

71. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because, *inter alia*, individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits. The amount of individual damages at stake is small relative to the cost and time of litigating against a well-resourced company. Class Counsel are experienced in litigating class actions and do not foresee difficulties in managing the litigation on a class basis.

Count I: Violation of Maryland's Commercial Electronic Mail Act

(By Plaintiff and the Class)

72. Plaintiff incorporates the factual allegations set forth above as if fully set forth herein.

73. Plaintiff brings this cause of action individually and on behalf of the members of the proposed Class.

74. As alleged more fully above, Defendant violated the MCEMA by initiating or directing the transmission of commercial email messages that contained false or misleading information in the subject line to Plaintiff's and Class members' email addresses.

75. Defendant's email subject lines stating the supposed duration of its promoted discounts or sales and specified expiration are false and misleading because, as discussed above, the represented duration or expiration was not true and the promoted discounts or sales would go beyond the purported expiration point.

76. These commercial emails contain false or misleading information in violation of MCCL § 14-3002(b)(iii).

77. Defendant initiated the emails containing false or misleading representations in the subject lines to promote its products.

78. Defendant knew or had reason to know that it initiated or caused to be initiated the transmission of such emails to email addresses held by Maryland residents.

79. Defendant's acts and omissions injured Plaintiff and members of the proposed Class.

80. Plaintiff and putative Class Members are entitled to statutory damages of \$500.00 for each email they received with false or misleading information in violation of MCCL § 14-3002(b)(iii).

VI. Jury Demand

81. Plaintiff demands the right to a jury trial on all claims so triable.

VII. Request for Summons

82. Plaintiff requests that the Clerk of the Court issue a summons for service in this matter.

VIII. Prayer for Relief.

83. Plaintiff seeks the following relief for herself and the proposed Class:

- An order certifying the claims for class treatment;
- A judgment in favor of Plaintiff and the proposed Class;
- Statutory damages in the amount of \$500.00 per violative email;
- Pre- and post-judgment interest;
- Reasonable attorneys' fees and costs permitted by law;
- Injunctive, declaratory, and any additional relief that the Court deems reasonable and just.

Dated: July 30, 2026,

Respectfully submitted,

/s/ Courtney L. Weiner

Courtney L. Weiner (#1701270006)
Law Office of Courtney Weiner PLLC
1629 K Street NW, Suite 300
Washington, DC 20006
PH: 202-827-9980
cw@courtneyweinerlaw.com

Joshua R. Jacobson (*pro hac vice* motion
forthcoming)

JACOBSON PHILLIPS PLLC

2277 Lee Rd, Suite B
Winter Park, FL 32789
Telephone: 321-447-6461
joshua@jacobsonphillips.com

Counsel for Plaintiff and the proposed class