

IN THE CIRCUIT COURT FOR
BALTIMORE CITY, MARYLAND

ZACHARY KAHN
831 E Belvedere Ave
Baltimore, Maryland 21212

individually and on behalf of all others
similarly situated,
Plaintiff,

v.

ROYAL CARIBBEAN CRUISES LTD.
d/b/a ROYAL CARIBBEAN
INTERNATIONAL
1050 Caribbean Way
Miami, Florida 33132

Service through:
The Corporation Trust, Incorporated
2405 York Road, Suite 201
Lutherville Timonium, Maryland 21093-2264

Defendant.

Case No. C-24-CV-26-004829

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

I. INTRODUCTION

1. This is a putative class action under Maryland law brought to address deceptive and unlawful commercial email marketing directed to Maryland consumers. Maryland's Commercial Electronic Mail statute prohibits the transmission of commercial electronic mail to an email address the sender knows or should know is held by a Maryland resident when the subject line contains false or misleading information with the capacity, tendency, or effect of deceiving the recipient, including under Md. Code Ann., Com. Law § 14-3002(b)(2)(iii).

2. Defendant Royal Caribbean Cruises Ltd. does business as Royal Caribbean International. Defendant markets and sells cruises, cruise vacations, staterooms, onboard experiences, excursions, travel packages, and related services through RoyalCaribbean.com and related marketing channels.

3. Defendant markets its cruises and related services through commercial email campaigns that advertise Black Friday, Cyber Monday, Mega Sale, early-access, instant-savings, onboard-credit, kids-sail-free, and other time-limited offers in the subject line.

4. On November 17, 2024, Defendant sent Plaintiff an email with the subject line, "Early access savings ENDS TOMORROW - Up to \$750 and more!" Plaintiff received and retained that email in his personal inbox while physically located in Maryland.

5. On information and belief, based on counsel's investigation of Defendant's publicly disseminated marketing materials, on November 19, 2024, Defendant sent a commercial email with the subject line, "[EXTENDED] Kick off your next adventure with Early Black Friday savings - up to \$750 OFF!" The body of that email expressly stated that the Early Access to Black Friday sale had been extended.

6. The November 19 email referred to the same early-access Black Friday promotion, repeated the same up-to-\$750 savings amount, and expressly described the promotion as extended. The close timing, matching offer identity, and Defendant's repeated use of deadline-followed-by-

1 extension campaigns support the inference that the November 17 deadline was false or misleading
2 when sent, was reasonably anticipated to be extended, or at minimum lacked a reasonable basis.

3 7. False urgency is material to consumers. A subject line telling recipients that savings
4 end tomorrow communicates that recipients will lose the advertised opportunity unless they act
5 before the stated deadline and is capable of influencing whether and when recipients open the
6 email, visit Defendant's website, or make a purchasing decision.

7 8. Plaintiff Zachary Kahn is a Maryland citizen domiciled in Baltimore City who
8 received Defendant's deceptive commercial email advertisement while physically located in
9 Maryland. Plaintiff brings this action on behalf of himself and similarly situated Maryland
10 recipients of Defendant's misleading commercial emails.

11 II. PARTIES

12 9. Plaintiff Zachary Kahn is a citizen of Maryland. He resides and is domiciled in
13 Baltimore City, Maryland.

14 10. Plaintiff Kahn moved from Washington, D.C. to Baltimore City, Maryland in
15 February 2018. He has lived at his current Baltimore City address since May 2021.

16 11. At relevant times, Plaintiff Kahn was physically located in Maryland when he
17 received the commercial emails at issue in this case.

18 12. Plaintiff Kahn began receiving Royal Caribbean promotional emails at his personal
19 email address on or about May 5, 2022, while residing in Baltimore City. Plaintiff did not book or
20 take a Royal Caribbean cruise. Plaintiff has not located any record and does not recall creating or
21 maintaining a Royal Caribbean account, affirmatively signing up for Royal Caribbean emails,
22 joining Crown & Anchor, using a Royal Caribbean app or login, saving a trip, making a booking
23 inquiry, entering a sweepstakes, or knowingly agreeing to any arbitration agreement or class-action
24 waiver in connection with the emails at issue.

25 13. Defendant Royal Caribbean Cruises Ltd. is, on information and belief, a Liberian
26 corporation that does business as Royal Caribbean International and operates, controls, directs, or
27

1 is responsible for the Royal Caribbean brand, RoyalCaribbean.com, the sender domain and email-
2 marketing channels used to send the challenged emails, and the Royal Caribbean commercial email
3 marketing program.

4 14. Defendant is registered to do business in Maryland as a foreign corporation. The
5 Maryland Department of Assessments and Taxation identifies Defendant as Royal Caribbean
6 Cruises Ltd., Department ID Number F10088102, with a principal office at 1050 Caribbean Way,
7 Miami, Florida 33132, and resident agent The Corporation Trust, Incorporated, 2405 York Road,
8 Suite 201, Lutherville Timonium, Maryland 21093-2264.

9 15. Defendant uses Royal Caribbean, Royal Caribbean International,
10 RoyalCaribbean.com, commercial email marketing, and related digital marketing channels to
11 market and sell cruises and related services to consumers throughout the United States, including
12 Maryland consumers.

13 16. Defendant sent, authorized, controlled, directed, benefited from, or caused to be
14 sent the commercial electronic mail messages at issue in this case.

15 III. JURISDICTION AND VENUE

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

18 18. This Court has personal jurisdiction over Defendant because Defendant is
19 registered to do business in Maryland, maintains a Maryland resident agent, purposefully transacts
20 business in Maryland, markets and sells cruises and related services to Maryland consumers,
21 operates an e-commerce website available to Maryland consumers, and sent or caused to be sent
22 commercial electronic mail messages to email addresses held by Maryland residents.

23 19. The claims in this action arise from Defendant's purposeful marketing activities
24 directed to Maryland residents, including Plaintiff and members of the proposed Class.

25 20. Venue is proper in Baltimore City under Md. Code Ann., Cts. & Jud. Proc. § 6-
26 202(3) because Plaintiff resides in Baltimore City and Defendant is a corporation with no principal
27

1 place of business in Maryland. Venue is independently proper under § 6-201 because Defendant
2 carries on regular business in Baltimore City, including marketing, selling, and servicing cruises
3 and related travel offers to Baltimore City consumers and directing commercial email marketing
4 to Plaintiff at his Baltimore City residence and to other Baltimore City consumers.

5 **IV. FACTUAL ALLEGATIONS**

6 **A. Defendant's Email Marketing**

7 21. Defendant sells cruises, cruise vacations, staterooms, onboard experiences,
8 excursions, travel packages, and related services directly to consumers through
9 RoyalCaribbean.com and related channels.

10 22. Defendant's marketing includes commercial electronic mail messages to consumers
11 who are on the Royal Caribbean email marketing list.

12 23. Defendant uses email subject lines to advertise cruise fares, discounts, limited-time
13 offers, Black Friday promotions, Cyber Monday promotions, early-access offers, onboard-credit
14 offers, kids-sail-free offers, percentage-off discounts, instant savings, and other commercial offers.

15 24. The subject line of a marketing email is displayed before the recipient opens the
16 message and is designed to induce the recipient to open the email, engage with the promotion, visit
17 RoyalCaribbean.com, and treat the advertised offer as urgent or time-limited.

18 25. Defendant controls its promotional calendar, the content of its email subject lines,
19 the timing of its campaigns, the scope and duration of its cruise offers and promotional savings,
20 and the decision whether to extend, reinstate, continue, or replace an advertised promotion or
21 deadline.

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

24 27. Representative emails identify the sender as Royal Caribbean or Royal Caribbean
25 International and identify Royal Caribbean Cruises Ltd. at 1050 Caribbean Way, Miami, Florida
26 33132.

28. Representative emails include precise booking windows, offer terms, and, in some campaigns, countdown timers displaying a fixed expiration. Those features reflect Defendant's control over the advertised deadline, the campaign calendar, and any later extension or continuation.

29. Representative email footers state that prices and offers are subject to availability and change without notice, are capacity controlled, and may be withdrawn at any time, and that Royal Caribbean reserves the right to correct errors or change fares and fees. Fine-print reservations within the body or footer did not cure a false or misleading subject line. Maryland law regulates the subject line itself, and recipients were not required to open the message and parse its terms to learn that a supposedly expiring offer could be extended.

B. Emails Plaintiff Received

30. Plaintiff received and retained the following representative Royal Caribbean promotional emails in his personal inbox while physically located in Maryland:

Date	Subject Line	Role in Allegations
Nov 17, 2024	Early access savings ENDS TOMORROW - Up to \$750 and more!	Deadline representation
Nov 25, 2024	This is not a drill - up to \$750 OFF in Black Friday Beat the Rush savings ENDS TONIGHT	Additional deadline representation
Nov 28, 2024	BOOM! Black Friday deals just dropped - up to \$800 OFF and more	Campaign launch
Nov 30, 2024	Black Friday came to flex - up to \$800 OFF your next getaway has been EXTENDED	Extension evidence
Dec 6, 2024	This deal? Chef's kiss - Up to \$750 OFF Cyber Monday savings have been EXTENDED	Extension evidence
Dec 8, 2024	[EXTENDED] Your next vacay is low-key legendary Score up to \$750 off + more	Extension evidence

31. The November 17 email is a representative deadline subject line supporting Plaintiff's individual claim. The other emails Plaintiff received provide additional context concerning Defendant's recurring holiday-sale campaigns and its repeated use of express extension language. Plaintiff does not allege that every email listed above independently violated Maryland law.

1 **C. The November 17-19 Early-Access Sequence**

2 32. On November 17, 2024, Defendant sent Plaintiff a commercial email with the
3 subject line, "Early access savings ENDS TOMORROW - Up to \$750 and more!" A reasonable
4 recipient would understand that subject line to mean that the advertised early-access savings
5 opportunity would end the next day and would no longer be available if the recipient failed to act.

6 33. Plaintiff received and retained the November 17 email while physically located in
7 Maryland.

8 34. On information and belief, based on counsel's investigation of Defendant's publicly
9 disseminated marketing materials, on November 19, 2024, Defendant sent a commercial email
10 with the subject line, "[EXTENDED] Kick off your next adventure with Early Black Friday
11 savings - up to \$750 OFF!"

12 35. The body of the November 19 email expressly stated that the Early Access to Black
13 Friday sale had been extended. The November 19 email therefore identified the same early-access
14 Black Friday promotion, repeated the same up-to-\$750 savings amount, and expressly
15 characterized that promotion as extended.

16 36. The close timing, matching promotion, matching savings amount, and express
17 extension language support the inference that the November 17 deadline was false or misleading
18 when sent, was reasonably anticipated to be extended, or at minimum lacked a reasonable basis.

19 37. The subsequent extension does not merely show that Defendant later advertised a
20 different cruise sale. Defendant itself represented that the same early-access Black Friday sale had
21 been extended.

22 38. The November 17 representation was material because it communicated that
23 recipients would lose the advertised up-to-\$750 early-access savings unless they acted before the
24 stated deadline and was capable of affecting whether and when recipients opened the email, visited
25 Defendant's website, or made a purchasing decision.

D. Defendant's Broader Deadline-and-Extension Practice

39. On information and belief, based on counsel's investigation of Defendant's publicly disseminated marketing campaigns, Defendant used the same deadline-followed-by-extension structure in other Royal Caribbean campaigns during the Class period. Plaintiff does not allege that he personally received each campaign email identified in this subsection.

40. For the November 2024 Black Friday Sale, Defendant sent a November 29 subject line stating, "Book now or live with FOMO - up to \$800 OFF ENDS TONIGHT," followed on November 30 by the subject line, "Black Friday came to flex - up to \$800 OFF your next getaway has been EXTENDED." Plaintiff received the November 30 extension email.

41. The November 28-30 Black Friday campaign materials used the same up-to-\$800 instant-savings structure, the same general campaign identity, and countdown timers in the bodies of representative emails. The November 30 terms expressly described the offer as a "Black Friday Sale Extension."

42. For the December 2024 Cyber Monday campaign, Defendant sent a subject line stating, "Cyber Monday = Big savings energy! Last chance for up to \$750 OFF + more," followed by the December 6 subject line, "This deal? Chef's kiss - Up to \$750 OFF Cyber Monday savings have been EXTENDED." Plaintiff received the December 6 extension email and a further December 8 email beginning with "[EXTENDED]" and advertising up to \$750 off.

43. On information and belief, Defendant also used materially similar deadline-and-extension sequences in other campaigns, including an October 2023 cruise-savings campaign and a September-October 2025 Mega Sale campaign.

44. These campaigns support the inference that Defendant's use of "ENDS TOMORROW," "ENDS TONIGHT," "Last Chance," "EXTENDED," and similar subject-line language was part of a standardized promotional practice rather than an isolated or unforeseen event.

1 45. On information and belief, based on the repeated timing of Defendant's campaigns,
2 its express use of extension language, and its control over promotional calendars and offer terms,
3 Defendant planned, approved, authorized, reasonably anticipated, or at minimum lacked a
4 reasonable basis to rule out that the same or materially similar offers would be extended, continued,
5 reinstated, or materially replicated after represented deadlines.

6 46. Defendant's use of "EXTENDED" and similar language supports the inference that
7 the later offers were continuations, extensions, reinstatements, or material replications of offers
8 that Defendant had just represented were ending.

9 **E. Defendant Knew or Should Have Known the Emails Were Sent to Maryland**
10 **Residents**

11 47. Defendant knew or should have known that the commercial emails at issue were
12 sent to email addresses held by Maryland residents, including Plaintiff and members of the
13 proposed Class.

14 48. Defendant is registered to do business in Maryland and markets and sells cruises
15 and related services to Maryland consumers through its website, travel-advisor channels,
16 commercial email marketing, digital advertising, and customer-service operations.

17 49. Defendant collects and maintains customer and marketing information, including
18 names, email addresses, marketing preferences, offer-redemption information, device information,
19 and information concerning consumers' interactions with Defendant's website and marketing
20 emails.

21 50. Plaintiff remained on Defendant's marketing list from at least May 2022 through
22 May 2025 while residing in Baltimore City, Maryland, and opened and viewed representative
23 Royal Caribbean emails while physically located in Maryland.

24 51. Representative emails provide customer-support, privacy-policy, browser-view,
25 and email-preference links and contain recipient- and campaign-specific content. Defendant
26
27

1 therefore maintained information associating Plaintiff's email address and Class members' email
2 addresses with its marketing program.

3 52. On information and belief, Defendant uses cookies, pixels, tags, web beacons,
4 remotely loaded images, analytics, device identifiers, IP addresses, time-zone information,
5 customer databases, email-service-provider records, and similar technologies to collect or analyze
6 email opens, clicks, interactions, devices, networks, and location-related information and to create
7 marketing profiles and segments.

8 53. Some representative emails displayed dynamic countdown timers and other
9 remotely delivered content associated with specific campaigns and recipients. On information and
10 belief, interactions with those emails were capable of generating recipient-specific engagement,
11 device, network, or location-related data available to Defendant or its service providers.

12 54. Defendant benefits from identifying where customers and email recipients are
13 located because location information assists Defendant in marketing, personalizing, segmenting,
14 analyzing, and measuring its commercial activities.

15 55. Defendant therefore knew or should have known that the emails at issue were being
16 sent to email addresses held by Maryland residents, including Plaintiff and members of the
17 proposed Class.

18 **F. Plaintiff Zachary Kahn**

19 56. Plaintiff Zachary Kahn is a Maryland citizen residing and domiciled in Baltimore
20 City.

21 57. Plaintiff received Defendant's commercial electronic mail messages at issue in this
22 case while physically located in Maryland.

23 58. Plaintiff received and retained the November 17, 2024 email containing the subject
24 line, "Early access savings ENDS TOMORROW - Up to \$750 and more!"

25 59. The email advertised Defendant's cruises and related services and was commercial
26 electronic mail under Maryland law.

1 60. The November 17 subject line contained false or misleading information with the
2 capacity, tendency, or effect of deceiving recipients by misrepresenting the duration, expiration,
3 or finality of the advertised early-access Black Friday savings.

4 61. Plaintiff did not book or take a Royal Caribbean cruise and has not located any
5 record and does not recall creating an account, joining Crown & Anchor, using a Royal Caribbean
6 app or login, or knowingly agreeing to an arbitration agreement or class-action waiver in
7 connection with the emails at issue.

8 62. Plaintiff seeks statutory damages for Defendant's alleged violations of Maryland
9 law. Plaintiff does not allege that he booked a cruise in response to the challenged email, relied on
10 the subject line, lost money, or suffered other tangible or economic harm from the email, and
11 Plaintiff does not seek actual damages.

12 **V. CLASS ACTION ALLEGATIONS**

13 63. Plaintiff brings this action pursuant to Maryland Rule 2-231 on behalf of himself
14 and the following Class:

15 64. All persons in Maryland who, within three years before the filing of this action
16 through the date of class notice, received one or more commercial electronic mail messages from
17 Royal Caribbean containing a subject line that stated or implied that a cruise promotion, fare,
18 discount, onboard-credit offer, kids-sail-free offer, instant-savings opportunity, sale, price,
19 promotion, or other commercial offer was ending, expiring, in its final hours, ending that night,
20 ending the next day, in its last chance or early-access period, or otherwise time-limited, when the
21 same or materially similar offer was extended, continued, reinstated, or materially replicated
22 shortly thereafter.

23 65. Excluded from the Class are Defendant; Defendant's officers, directors, members,
24 and employees; any entity in which Defendant has a controlling interest; Defendant's legal
25 representatives, heirs, successors, and assigns; any judge assigned to this action and the judge's
26 immediate family; and any person who timely and validly requests exclusion from the Class.

1 66. The Class is so numerous that joinder of all members is impracticable. Defendant
2 sent the challenged emails as standardized mass-marketing campaigns to consumers, including
3 Maryland consumers.

4 67. There are questions of law and fact common to the Class, including whether
5 Defendant sent or caused to be sent commercial electronic mail messages to email addresses held
6 by Maryland residents; whether the challenged messages contained false or misleading
7 information in the subject line; whether the subject lines had the capacity, tendency, or effect of
8 deceiving recipients; whether Defendant knew or should have known that the email addresses were
9 held by Maryland residents; and the amount of statutory damages available under Maryland law.

10 68. Plaintiff's claim is typical of the claims of the Class because Plaintiff, like Class
11 members, received a Royal Caribbean commercial email whose subject line represented that an
12 offer was ending or time-limited when Defendant extended, continued, reinstated, or materially
13 replicated the same or a materially similar offer shortly thereafter.

14 69. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no
15 interests antagonistic to the Class, has retained counsel experienced in consumer-protection and
16 class-action litigation, and is committed to prosecuting this action on behalf of himself and the
17 Class.

18 70. Common questions predominate over any questions affecting only individual Class
19 members because the claims arise from standardized email-marketing campaigns and common
20 subject-line representations.

21 71. A class action is superior to other available methods for fairly and efficiently
22 adjudicating this controversy. The statutory damages for individual violations are relatively small
23 compared to the burden and expense of individual litigation, and class treatment will permit
24 efficient adjudication of common issues.

1 72. Class treatment will promote efficiency, consistency, and judicial economy because
2 the legality of Defendant's standardized email-marketing conduct can be determined in a single
3 proceeding.

4 **VI. CAUSE OF ACTION**

5 **Count I**

6 **Violation of Maryland Commercial Electronic Mail Statute**
7 **Md. Code Ann., Com. Law §§ 14-3002(b)(2)(iii) and 14-3003**
8 **On Behalf of Plaintiff and the Class**

9 73. Plaintiff realleges and incorporates all preceding paragraphs as if fully set forth
10 herein.

11 74. Defendant is a person within the meaning of Maryland's Commercial Electronic
12 Mail statute.

13 75. The emails at issue were commercial electronic mail because they advertised goods
14 or services for sale.

15 76. Defendant initiated, assisted in the transmission of, or conspired to initiate or assist
16 in the transmission of commercial electronic mail to Plaintiff and Class members.

17 77. The emails at issue were sent to electronic mail addresses that Defendant knew or
18 should have known were held by Maryland residents.

19 78. The emails at issue contained false or misleading information in the subject line
20 that had the capacity, tendency, or effect of deceiving recipients.

21 79. Defendant's subject lines were false or misleading because they stated or implied
22 that cruise promotions, fares, discounts, instant-savings opportunities, sales, prices, promotions,
23 or other commercial offers were ending, expiring, ending that night, ending the next day, in their
24 last chance or early-access period, or otherwise available only for a limited time, when Defendant
25 extended, continued, reinstated, or materially replicated the same or materially similar offers.

26 80. The November 17, 2024 subject line stating that early-access savings "ENDS
27 TOMORROW" asserted a fact about the duration and availability of the advertised promotion.
Defendant's November 19 statement that the same early-access Black Friday sale was

1 "EXTENDED" supports the inference that the earlier representation was false or misleading when
2 sent.

3 81. Defendant's false deadline representations were material because they concerned
4 whether recipients would lose the opportunity to obtain the advertised offer unless they acted by
5 the stated deadline and were capable of affecting whether and when a reasonable recipient opened
6 the email, visited RoyalCaribbean.com, or made a purchasing decision. The representations were
7 substantive claims about the duration and availability of the offers, not technical or immaterial
8 inaccuracies.

9 82. Defendant's conduct violated Md. Code Ann., Com. Law § 14-3002(b)(2)(iii).

10 83. Under Md. Code Ann., Com. Law § 14-3003, Defendant is liable to Plaintiff and
11 Class members for statutory damages and reasonable attorneys' fees.

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

14 **VII. CLAIM FOR ATTORNEYS' FEES AND RELATED EXPENSES**

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

17 **VIII. PRAYER FOR RELIEF**

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

20 87. WHEREFORE, Plaintiff Zachary Kahn, individually and on behalf of all others
21 similarly situated, respectfully requests that the Court enter judgment in his favor and against
22 Defendant and grant the following relief:

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

- 1 • Declare that Defendant's conduct violated Md. Code Ann., Com. Law §§ 14-
2 3002(b)(2)(iii) and 14-3003;
- 3 • Award Plaintiff and Class members statutory damages in the amount of \$500 for each
4 violative commercial electronic mail message;
- 5 • Award reasonable attorneys' fees and costs;
- 6 • Award pre-judgment and post-judgment interest as allowed by law;
- 7 • Award such other and further relief as the Court deems just and proper.
- 8

9 **IX. JURY DEMAND**

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

11 Respectfully submitted,

12
13 By: /s/ Vaughn Stewart
14 Vaughn Stewart (CPF No. 2305040018)
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