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15 Attorneys for Plaintiffs, Individually
16 and On Behalf of All Others Similarly Situated

17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 LAURA HABBERFIELD, an
20 individual, KEONA KALU, an
21 individual, KATIE RUNNELLS, an
22 individual, JUANITA CARMET
23 CACHADINA, an individual, SARAH
24 HUEBNER, an individual, YESENIA
25 VALIENTE, an individual, VERONICA
26 WALTON, an individual, LISA
27 MURPHY, an individual, NICOLE
28 HILL, an individual, NICOLE
STEWART, an individual, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

vs.

BOOHOO.COM USA, INC., a Delaware
corporation, BOOHOO.COM UK
LIMITED, a United Kingdom private
limited company, BOOHOO GROUP
PLC, a Jersey public limited company,
PRETTYLITTLETHING.COM USA
INC., a Delaware corporation,
PRETTYLITTLETHING.COM
LIMITED, a United Kingdom private
limited company, NASTYGAL.COM
USA INC., a Delaware corporation,
NASTY GAL LIMITED, a United
Kingdom private limited company, and
DOES 1-10, inclusive.

Defendants.

CASE NO.: 2:22-CV-03899-GW-JEMx

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiffs Laura Habberfield, Keona Kalu, Katie Runnells, Juanita Carmet
2 Cachadina, Sarah Huebner, Yesenia Valiente, Veronica Walton, Lisa Murphy, Nicole Hill,
3 and Nicole Stewart (collectively, “Plaintiffs”), on behalf of themselves and all others
4 similarly situated, hereby allege the following at all times relevant to this complaint:

5 **I. BACKGROUND**

6 1. This action¹ is brought against defendants Boohoo.com USA, Inc.,
7 Boohoo.com UK Limited, Boohoo Group PLC, PrettyLittleThing.com USA Inc.,
8 PrettyLittleThing.com Limited, NastyGal.com USA Inc., and Nasty Gal Limited
9 (collectively, “Boohoo Companies,” or “Defendants”) for their false and deceptive pricing
10 practices in connection with their sale of clothing, accessories and other items on their U.S.
11 websites <http://us.boohoo.com>, <https://www.prettylittlething.us>, and <http://nastygal.com>
12 (collectively, the “U.S. Websites”)² Defendants do so by advertising fake and inflated
13 comparison reference prices to deceive customers into a false belief that the sale price is a
14 deeply discounted bargain price. For example, anyone visiting Boohoo’s site on a given
15 day during a “50% OFF EVERYTHING SALE” who buys a dress “on sale” for \$20 based

16

¹ To be clear, this action is NOT being filed on behalf of California class members. The
17 claims of California class members have been settled pursuant to a written settlement
18 agreement dated May 20, 2022 in the three class actions consolidated for pretrial purposes
19 pending before this Court entitled *Khan v. Boohoo.com USA, Inc., et al.*, No. 2:20-CV-
20 03332-GW-JEMx, *Hilton v. PrettyLittleThing.com USA, Inc., et al.*, No. 2:20-CV-04658,
21 and *Lee v. NastyGal.com USA, Inc., et al.*, No. 2:20-CV-04659. On June 3, 2022, this
22 Court granted preliminary approval of the class settlement in the aforementioned actions.
23 (See Docket Entry No. 158 in *Khan v. Boohoo.com USA, Inc., et al.*, No. 2:20-CV-03332-
24 GW-JEMx.). This action is brought by the Plaintiffs named herein on behalf of a
25 nationwide class of purchasers of Defendants’ products, *excluding* California purchasers,
26 during the respective class periods defined below, or alternatively, on behalf of subclasses
27 of purchasers from New York, Florida, Maryland, Massachusetts, Michigan, and Ohio. At
28 no time did any of the Plaintiffs named herein intend to bring any claims on behalf of
California purchasers. The amendments to this First Amended Complaint merely clarify
this point.

² Defendants also uses mobile applications to showcase their U.S. Websites’ products and
make sales to U.S. residents of those products. Therefore, in the Complaint, wherever
there is a reference to “websites,” this refers to sales using both the website and the mobile
application.

1 on a crossed-out reference price of \$40 is being misled. This is deception because that
2 dress has rarely, if ever, been sold in the recent past on the site for \$40. Further, because
3 Defendants’ websites are the only channel through which Boohoo products are sold,
4 Boohoo cannot justifiably claim that another retailer has sold that dress for \$40. In other
5 words, Defendants’ “sales” are not really sales at all. They are a scam. All the reference
6 prices on Defendants’ websites are fake. They are not original, regular, retail, or former
7 prices. They are inflated prices posted to lure unsuspecting customers into jumping at a
8 fake “bargain.” That is, Defendants engage in this deceptive advertising and pricing
9 scheme to give customers the false impression that they are getting a deal or bargain when
10 in reality they are being swindled by fake sales and promotions. As a result, customers are
11 deceived into spending money they otherwise would not have spent, purchasing items they
12 otherwise would not have purchased, and/or spending more money for an item than they
13 otherwise would have absent the deceptive marketing. By this action, Plaintiffs seek to put
14 an immediate end to Defendants’ untruthful marketing practices and recover restitution and
15 damages on behalf of all persons who have fallen victim to Defendants’ sham sales by
16 purchasing products on Defendants’ websites during the class periods defined below.

17 **II. PARTIES**

- 18 2. Plaintiff Laura Habberfield is a citizen of the State of New York.
19 3. Plaintiff Keona Kalu is a citizen of the State of New York.
20 4. Plaintiff Katie Runnells is a citizen of the State of New York.
21 5. Plaintiff Juanita Carmet Cachadina is a citizen of the State of Florida.
22 6. Plaintiff Sarah Huebner is a citizen of the State of Florida.
23 7. Plaintiff Yesenia Valiente is a citizen of the State of Florida.
24 8. Plaintiff Veronica Walton is a citizen of the State of Maryland.
25 9. Plaintiff Lisa Murphy is a citizen of the State of Massachusetts.
26 10. Plaintiff Nicole Hill is a citizen of the State of Michigan.
27 11. Plaintiff Nicole Stewart is a citizen of the State of Ohio.
28 12. Defendant Boohoo.com USA, Inc. (“Boohoo USA”) is a Delaware

1 corporation and is headquartered in the County of Los Angeles within the State of
2 California, where it has its principal place of business.

3 13. Defendant Boohoo.com UK Limited (“Boohoo Limited”) is a private limited
4 company organized and existing under the laws of the United Kingdom. Boohoo Limited
5 is the parent company of Boohoo USA.

6 14. Defendant Boohoo Group PLC (“Boohoo Group”) is a public limited
7 company incorporated and domiciled in Jersey, a British Crown Dependency. Boohoo
8 Group is the parent company of Boohoo Limited and Boohoo USA and the online brands
9 boohoo, boohooMAN, PrettyLittleThing, Nasty Gal, Karen Millen, Coast, and Miss Pap.

10 15. Defendant PrettyLittleThing.com USA Inc. (“PLT USA”) is a Delaware
11 corporation and is headquartered in the County of Los Angeles within the State of
12 California, where it has its principal place of business. PrettyLittleThing.com USA Inc. is
13 a subsidiary of Boohoo Group PLC.

14 16. Defendant PrettyLittleThing.com UK Limited (“PLT Limited”) is a private
15 limited company organized and existing under the laws of the United Kingdom. PLT
16 Limited is the parent company of PLT USA.

17 17. Defendant NastyGal.com USA, Inc. (“Nasty Gal USA”) is a Delaware
18 corporation and is headquartered in the County of Los Angeles within the State of
19 California, where it has its principal place of business.

20 18. Defendant Nasty Gal Limited is a private limited company organized and
21 existing under the laws of the United Kingdom. Nasty Gal Limited is the parent company
22 of Nasty Gal USA.

23 19. The true names and capacities of defendants DOES 1 through 10, inclusive,
24 whether individual, plural, corporate, partnership, associate or otherwise, are not known to
25 Plaintiffs, who therefore sue said defendants by such fictitious names. Plaintiffs are
26 informed and believe and thereon allege that each of the defendants designated herein as
27 DOE is in some manner responsible for the acts and occurrences set forth herein. Plaintiffs
28 will seek leave of court to amend this Complaint to show the true names and capacities of

1 defendants DOES 1 through 10, inclusive, as well as the manner in which each DOE
2 defendant is responsible, when the same have been ascertained. DOES 1 through 10 shall
3 be included within the definition of “Boohoo Companies” and “Defendants.”

4 20. Upon information and belief and at all times relevant to this Complaint:
5 Boohoo USA, Boohoo Limited, Boohoo Group, PLT USA, PLT Limited, Nasty Gal USA,
6 and Nasty Gal Limited operated as one big company to market and sell products throughout
7 the U.S., including California. The Boohoo Group “subsidiaries” (*e.g.*, Boohoo USA and
8 Boohoo Limited) operated like divisions or departments within the larger Boohoo
9 company.

10 21. Upon information and belief and at all times relevant to this Complaint: Each
11 of the Defendants herein was an agent, servant, employee, co-conspirator, partner, joint
12 venturer, wholly owned and controlled subsidiary and/or alter ego of each of the remaining
13 Defendants, and was at all times acting within the course and scope of said agency, service,
14 employment, conspiracy, partnership and/or joint venture.

15 22. Upon information and belief and at all times relevant to this Complaint:
16 Defendants, and each of them, aided and abetted, encouraged and rendered substantial
17 assistance in accomplishing the wrongful conduct and their wrongful goals and other
18 wrongdoing complained of herein. In taking action, as particularized herein, to aid and
19 abet and substantially assist the commission of these wrongful acts and other wrongdoings
20 complained of, each of the Defendants acted with an awareness of its primary wrongdoing
21 and realized that its conduct would substantially assist the accomplishment of the wrongful
22 conduct, wrongful goals, and wrongdoing.

23 **III. JURISDICTION AND VENUE**

24 23. This Court has subject matter jurisdiction over this action pursuant to the Class
25 Action Fairness Act of 2005 and 28 U.S.C. § 1332 because the total matter in controversy
26 exceeds \$5 Million and there are over 100 members of the proposed class. Further, at least
27 one member of the proposed class is a citizen of a State within the United States and at
28 least one defendant is the citizen or subject of a foreign state.

1 24. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part
2 of the events or omissions giving rise to the claim occurred in this judicial district. Venue
3 is also proper pursuant to 28 U.S.C. § 1391(b)(1), (c)(2), and (c)(3) because Defendants
4 are subject to the Court’s personal jurisdiction in this judicial district, and because one of
5 the defendants resides in this judicial district while the other defendant is not resident in
6 the United States.

7 **IV. GENERAL ALLEGATIONS**

8 **A. Background of Boohoo**

9 25. The “boohoo” brand and company launched in 2006 and is in the business of
10 marketing and selling “boohoo” clothing and other products on the Internet. Defendants
11 Boohoo Group, Boohoo USA, and Boohoo Limited (“Boohoo”) exclusively sell their
12 boohoo clothing and other boohoo products online. Boohoo’s marketing emphasizes its
13 bargains and its vast online presence, including over 10 million followers on social media.

14 26. Boohoo’s online store for United States customers was launched in 2012 and
15 can be found at <http://us.boohoo.com>. According to its website, Boohoo opened an office
16 in New York City in 2015. On its website, Boohoo also states “[w]e moved to LA”—an
17 apparent reference to the company moving its United States headquarters to Los Angeles,
18 California. On information and belief, Boohoo began selling products to customers in the
19 United States via its <http://us.boohoo.com> website by at least March 13, 2012.

20 27. Boohoo offers customers a wide range of boohoo apparel, accessories, and
21 other products for both men and women. Products for women include, among other items,
22 dresses, tops, jeans, sleepwear, swimwear, and shoes. Similarly, for men, Boohoo offers a
23 broad range of products including, among other items, shirts, jackets, tracksuits,
24 sweatshirts, pants, and shoes. Because Defendants sell their “boohoo” products (i.e.,
25 “boohoo”-branded items or items made primarily for Boohoo containing other branding)
26 exclusively, or almost exclusively, on their website, there is no other regular price or
27 market price for their products they sell other than the price on the company’s own website.
28

1 **B. Background of PrettyLittleThing**

2 28. Upon information and belief, the “PrettyLittleThing” brand launched in 2012.
3 PrettyLittleThing or “PLT” (referring to PrettyLittleThing.com USA, Inc.,
4 PrettyLittleThing.com Limited, and Boohoo Group PLC) is in the business of marketing
5 and selling “PrettyLittleThing” clothing and other products on the Internet.

6 29. PLT exclusively sells its “PrettyLittleThing” clothing and other
7 “PrettyLittleThing” products online. PLT’s marketing emphasizes its bargains and vast
8 online presence, including millions of followers on social media.

9 30. Upon information and belief, PLT’s online store for United States
10 customers—found at <https://www.prettylittlething.us>—was launched in 2016 and PLT
11 began selling products to customers in the United States through its online store by at least
12 that year.

13 31. PLT offers customers a wide range of “PrettyLittleThing” apparel,
14 accessories, and other products for women, including, among other items, dresses, tops,
15 jeans, jewelry, workout gear, sleepwear, swimwear, and shoes. As noted, because PLT
16 sells its “PrettyLittleThing” products (i.e., “PrettyLittleThing”-branded items or items
17 made primarily for PLT containing other branding) on its website, there is no other regular
18 price or market price for the products it sells other than the price on the company’s own
19 website.

20 **C. Background of Nasty Gal**

21 32. Nasty Gal (referring to NastyGal.com USA Inc., Nasty Gal Limited, and
22 Boohoo Group PLC) is an online clothing, shoes, and accessories company founded in
23 2006 in San Francisco. In 2010, the company moved its headquarters to Los Angeles and
24 in the ensuing years, opened retail stores in the Los Angeles area (which have since closed).

25 33. The company is now based in Los Angeles and according to public filings, the
26 company acknowledges that “[t]he brand has its roots in Los Angeles” with its principal
27 market in the U.S. All products are sold under the company’s own “Nasty Gal” label.
28 Nasty Gal exclusively sells its products on its website at <http://nastygal.com>. Nasty Gal’s

1 marketing emphasizes its bargains and vast online presence, including 6 million followers
2 on social media. The company claims it has nearly one million active customers.

3 34. Nasty Gal offers customers a wide range of apparel, shoes, and accessories for
4 women. Products include, among other items, dresses, tops, jeans, workout gear,
5 sleepwear, swimwear, and formal and casual shoes. Because Nasty Gal sells its “Nasty
6 Gal” products (i.e., “Nasty Gal”-branded items or items made primarily for Nasty Gal
7 containing other branding) exclusively, or almost exclusively, on its website, there is no
8 other regular price or market price for the products they sell other than the price on the
9 company’s own website.

10 **D. Defendants’ False and Deceptive Pricing Scheme**

11 35. Unfortunately, Defendants’ business model relies on deceiving customers
12 with fake sales. On a typical day, the three websites at issue prominently display on their
13 landing page some form of a sale where all or nearly all products are supposedly marked
14 down by a specified percentage—for example, 40, 50, or 60% off. All or nearly all
15 products on the sites are represented as being marked down by the specified percentage
16 discount from a substantially higher reference price (hereafter, the “Reference Price”). The
17 supposed markdowns are represented to the customer by prominently displaying a crossed-
18 out Reference Price next to the sale price reduced by the specified percentage discount.
19 Alternatively, Defendants run the same fake promotions by providing customers with site-
20 wide promo codes and/or discounts—typically for 40, 50, or 60% off—which customers
21 may use to obtain reductions off items from the Reference Price. Defendants employ these
22 deceptive tactics to convey to customers that the product had previously sold in the recent
23 past at the Reference Price, but is being sold to the customer at a substantial discount.

24 36. However, this Reference Price is almost always, if not always, a falsely
25 inflated price because Defendants very rarely—if ever for a week or two at the beginning
26 of the life cycle of a product but certainly not for the majority of the product’s life cycle—
27 sell their products at the Reference Price. The law prohibits this as the primary purpose of
28 the Reference Price is to mislead customers into believing that the displayed Reference

1 Price is an original, regular, or retail price at which Defendants usually sell the item or
2 previously sold the item in the recent past. As a result, Defendants falsely convey to
3 customers that they are receiving a substantial markdown or discount, when in reality the
4 alleged discount is false and fraudulent. Moreover, because Defendants' products are sold
5 only through their own websites, the Reference Price cannot mean the prevailing market
6 price of the product at any outlet other than Defendants' websites. Compounding the
7 deception, Defendants' websites will often display a ticking countdown clock, or advertise
8 messages like "Don't Miss Out!" or "Hurry. Offer Ends Soon!" to give customers a sense
9 of urgency to take advantage of the fake promotions, when in reality, Defendants run a
10 promotion or sale on all, or nearly all, items on their sites everyday or nearly everyday.

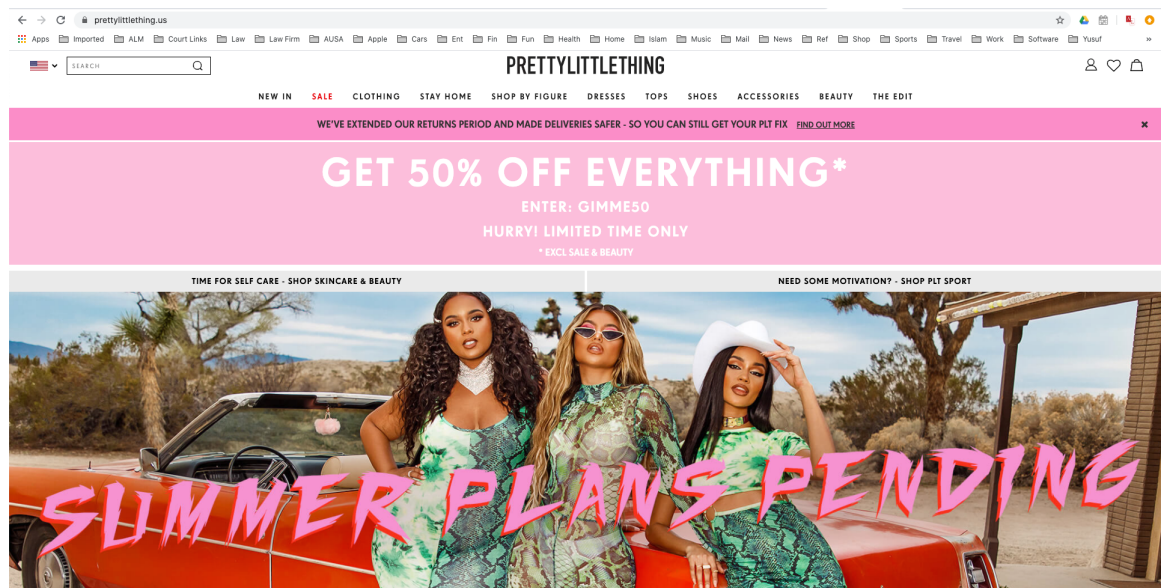
11 37. For example, on March 27, 2020, Boohoo's landing page prominently
12 displayed the statement "60% OFF EVERYTHING!" On the individual product pages of
13 all (or nearly all) boohoo products offered on the site, as well as on the thumbnail displays
14 of each product when presented as a list, Boohoo represented each product as being "60%
15 OFF" and included this representation beside the crossed-out fake Reference Price. Thus,
16 for a product being offered for \$20.00, Boohoo displayed the following:

17 **\$20.00 (60% OFF) ~~\$50.00~~**

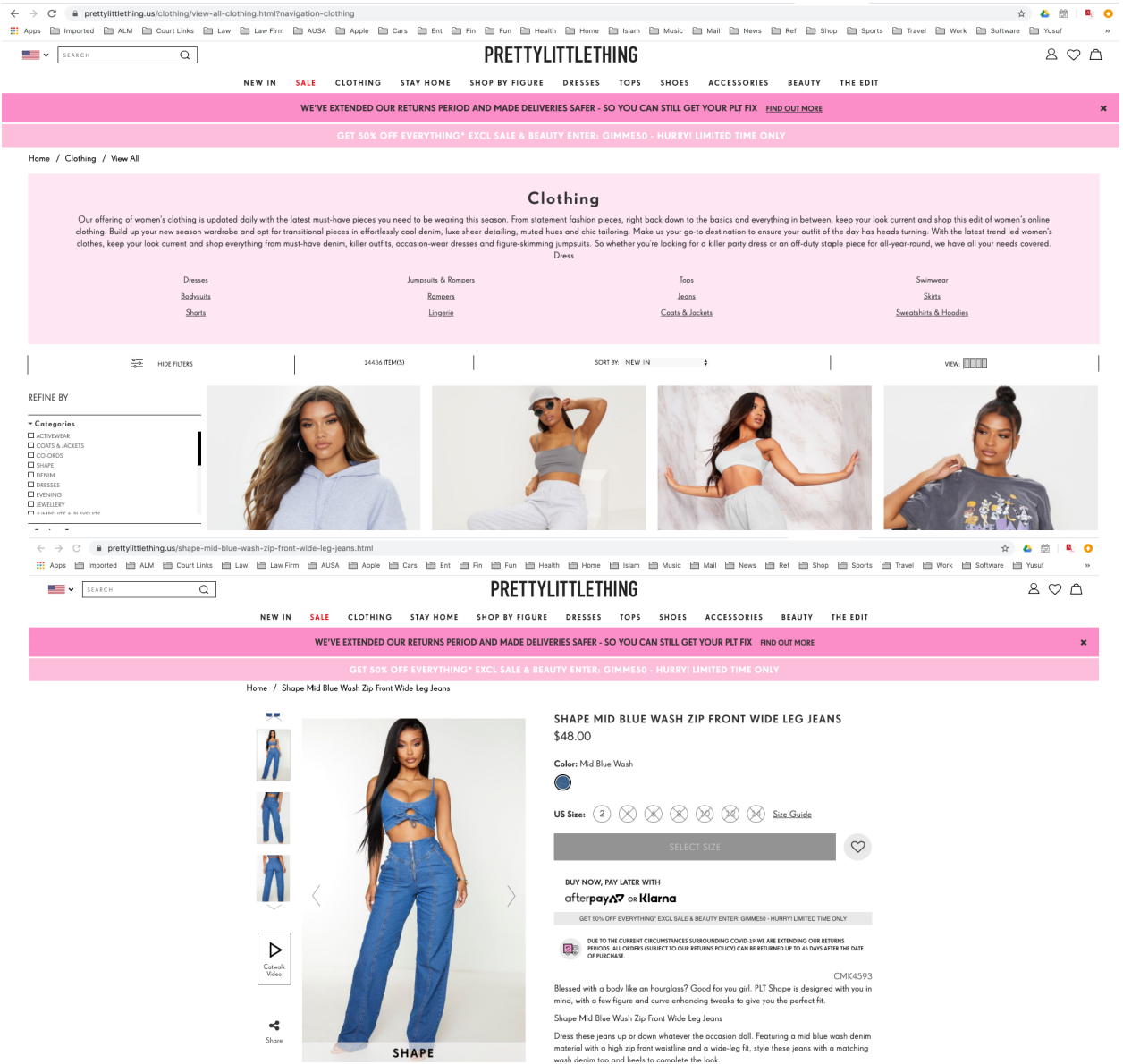
18 38. Defendants further reinforce the false conception that the customer has
19 received a deep discount off of an original, retail, or regular price during the order process.
20 More specifically, Defendants include a line item for the "Discount" or "Promotions
21 included" that the customer has received, which computes the amount of the supposed
22 "Discount" or "Promotion" corresponding to the percentage markdown from the false
23 Reference Price the customer purportedly benefited from according to each product's
24 individual product description page. This phantom "Discount" or "Promotion" appears in
25 the final order confirmation and receipt displayed to customers and delivered to customers
26 by e-mail after the order has been completed and payment has been made. By doing so,
27 Defendants not only deceive the customer with the sham sale, but then further use that
28 deception to build goodwill to lure customers back for more fake "sales" and "discounts."

1 39. These pricing and advertising practices reflecting high-pressure fake sales are
2 patently deceptive. They are intended to mislead customers into believing that they are
3 getting a bargain by buying products from Defendants on sale and at a substantial and deep
4 discount. The truth is that Defendants rarely, if ever, sells any of their products at the
5 Reference Price. The Reference Price is, therefore, an artificially inflated price. In turn,
6 the advertised discounts are thus nothing more than phantom markdowns.

7 40. By way of further example, on May 14, 2020, PLT’s landing page
8 prominently displayed the statement “GET 50% OFF EVERYTHING,” “Hurry! Limited
9 Time Only.”






20 The same message is displayed in a prominent banner near the top of the page throughout
21 the website. Two examples are provided below.



41. PLT uses discounts from falsely inflated Reference Prices to represent fake sales to customers. The Reference Price reflects a fake former price. For example, as shown in the graphic below, on May 14, 2020, Defendants represented that PLT’s “pink peach skin pocket flared pants” were originally priced at \$42.00, when in reality, upon information and belief, those pants were never (or almost never) sold for \$42.00 within the recent past, if ever, including within ninety days prior to the date of sale.

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	<p>Grey Rib Wide Leg Frill Detail Pants Size: 4 Colour: Grey Quantity: 1</p>	<p>\$28.00 \$14.00 (50% OFF)</p>
	<p>Grey Rib Frill Detail Long Sleeve Crop Top Size: 4 Colour: Grey Quantity: 1</p>	<p>\$28.00 \$14.00 (50% OFF)</p>
	<p>Pink Peach Skin Pocket Flared Pants Size: 4 Colour: Pink Quantity: 1</p>	<p>\$40.00 \$20.00 (50% OFF)</p>
		<p>Subtotal: \$262.00 USA Standard: \$6.99 Coupon code: Gimme50 Discount: \$131.00 Sales Tax: \$10.85 Total amount: \$148.84</p>

By doing so, PLT not only deceives the customer with the sham sale and fake former pricing, but then further uses that deception to build goodwill to lure customers back for more fake “sales” and “discounts.”

43. By way of further example, on May 13, 2020, Nasty Gal’s landing page prominently displayed the statement “60% OFF EVERYTHING.” On the individual product pages of all (or nearly all) Nasty Gal products offered on the site, as well as on the thumbnail displays of each product when presented as a list, Nasty Gal represented each product as being marked down by 60% and included this representation beside the crossed-out fake Reference Price. Thus, for a product being offered for \$20.00, Nasty Gal displayed the following:

\$20.00 \$50.00

1 **E. The Plaintiffs' Purchase of Falsely Advertised Items from Defendants.**

2 **1. Plaintiff Laura Habberfield (New York)**

3 44. Plaintiff Laura Habberfield (“Habberfield”) fell victim to Defendants’ false
4 advertising and deceptive pricing practices. On or about November 20, 2021, Habberfield
5 visited Nasty Gal’s U.S. website to shop for clothing. Habberfield visited the site from her
6 home in the State of New York. Habberfield saw on the website that Nasty Gal was running
7 a “70% Off Everything” sale. Habberfield browsed the site and observed that the products
8 offered each had a Reference Price that was crossed out and a sale price that was 70% off
9 the crossed-out Reference Price. She found and selected a number of items (consisting of
10 five (5) Satin Ruffle Pajama Shirt and Shorts Sets) and added them to her shopping cart,
11 with each item displayed by Nasty Gal as having a Reference Price and a sale price of 70%
12 off. The Reference Price was displayed as a substantially higher price containing a
13 strikethrough.

14 45. Similarly, on or about January 14, 2022, Habberfield visited Nasty Gal’s U.S.
15 website to shop for clothing. Habberfield visited the site from her home in the State of
16 New York. Habberfield saw on the website that Nasty Gal was running a “70% Off
17 Everything” sale. Habberfield browsed the site and observed that the products offered each
18 had a Reference Price that was crossed out and a sale price that was 70% off the crossed-
19 out Reference Price. She found and selected a Satin Ruffle Pajama Shirt and Shorts Set
20 and added it to her shopping cart, with the item displayed by Nasty Gal as having a
21 Reference Price and a sale price of 70% off. The Reference Price was displayed as a
22 substantially higher price containing a strikethrough.

23 46. At no point during any of her visits to the Nasty Gal U.S. website did
24 Habberfield see a disclosure or disclaimer explaining that the Reference Price was not
25 intended to be the former price of the product offered on the site, what the Reference Price
26 meant, or how Defendants came up with the Reference Price.

27 47. Habberfield purchased the products referenced above. Before doing so, she
28 relied on the Reference Price advertised on each product she purchased as representing the

1 former price of the product, meaning the price at which the product had in fact been offered
2 for sale, or previously sold, in the recent past. Habberfield thus relied on Nasty Gal's
3 representation that each of the products referenced above was truly on sale and being sold
4 at a substantial markdown or discount, and thereby fell victim to the deception intended by
5 Nasty Gal. The items Habberfield ordered were delivered to her in New York.

6 48. The truth, however, is that the products Habberfield purchased were not
7 substantially marked down or discounted, or at the very least, any discount she was
8 receiving had been grossly exaggerated. That is because none of the products Habberfield
9 bought had been offered for sale on Nasty Gal's website for any reasonably substantial
10 period of time (if ever) at the full Reference Prices. Those Reference Prices were fake
11 prices used in Nasty Gal's deceptive marketing scheme.

12 **2. Plaintiff Keona Kalu (New York)**

13 49. Plaintiff Keona Kalu ("Kalu") fell victim to Defendants' false advertising and
14 deceptive pricing practices. Between August 15, 2019 and December 2, 2019, Kalu placed
15 three (3) orders: two (2) from Boohoo's U.S. website to shop for clothing, and one (1)
16 from Nasty Gal's U.S. website to shop for clothing.

17 50. On or about August 15, 2019, Kalu visited Boohoo's U.S. website to shop for
18 clothing from her home in the State of New York. Kalu saw on the website that Boohoo
19 was running a "60% Off Everything" sale. Kalu browsed the site and observed that the
20 products offered each had a Reference Price that was crossed out and a sale price that was
21 60% off the crossed-out Reference Price. She found and selected a Pointed Buckle Detail
22 Court Mules and added it to her shopping cart, with the item displayed by Boohoo as having
23 a Reference Price and a sale price of at least 60% off. The Reference Prices were displayed
24 as substantially higher prices containing a strikethrough.

25 51. On or about December 2, 2019, Kalu visited Boohoo's U.S. website to shop
26 for clothing from her home in the State of New York. Kalu saw on the website that Boohoo
27 was running an "Up to 75% Off Everything" sale, plus an extra 20% off. Kalu browsed
28 the site and observed that the products offered each had a Reference Price that was crossed

1 out and a sale price that was at least 75% off the crossed-out Reference Price. She found
2 and selected a Premium Feather Trim Cupped Bralet and added it to her shopping cart, with
3 the item displayed by Boohoo as having a Reference Price and a sale price of at least 75%
4 off. The Reference Prices were displayed as substantially higher prices containing a
5 strikethrough.

6 52. On or about August 15, 2019, Kalu visited Nasty Gal's U.S. website to shop
7 for clothing from her home in the State of New York. Kalu saw on the website that Nasty
8 Gal was running a "55% Off Everything" sale. Kalu browsed the site and observed that
9 the products offered each had a Reference Price that was crossed out and a sale price that
10 was 55% off the crossed-out Reference Price. She found and selected a Snake Charmer
11 Chunky Choker and added it to her shopping cart, with the item displayed by Nasty Gal as
12 having a Reference Price and a sale price of at least 55% off. The Reference Prices were
13 displayed as substantially higher prices containing a strikethrough.

14 53. At no point during any of her visits to the Boohoo or Nasty Gal U.S. websites
15 did Kalu see a disclosure or disclaimer explaining that the Reference Price was not intended
16 to be the former price of the product offered on the site, what the Reference Price meant,
17 or how Defendants came up with the Reference Price.

18 54. Kalu purchased the products referenced above. Before doing so, she relied on
19 the Reference Price advertised on each product she purchased as representing the former
20 price of the product, meaning the price at which the product had in fact been offered for
21 sale, or previously sold, in the recent past. Kalu thus relied on Boohoo and Nasty Gal's
22 representations that each of the products referenced above was truly on sale and being sold
23 at a substantial markdown or discount, and thereby fell victim to the deception intended by
24 Boohoo and Nasty Gal. The items Kalu ordered were delivered to her in New York.

25 55. The truth, however, is that the products Kalu purchased were not substantially
26 marked down or discounted, or at the very least, any discount she was receiving had been
27 grossly exaggerated. That is because none of the products Kalu bought had been offered
28 for sale on Boohoo or Nasty Gal's website for any reasonably substantial period of time (if

1 ever) at the full Reference Prices. Those Reference Prices were fake prices used in Boohoo
2 and Nasty Gal's deceptive marketing scheme.

3 **3. Plaintiff Katie Runnells (New York)**

4 56. Plaintiff Katie Runnells ("Runnells") fell victim to Defendants' false
5 advertising and deceptive pricing practices. Between July 18, 2020 and November 17,
6 2021, Runnells placed six (6) orders from Boohoo's U.S. website to shop for clothing.

7 57. On or about July 18, 2020, Runnells visited Boohoo's U.S. website to shop
8 for clothing from her home in the State of New York. Runnells saw on the website that
9 Boohoo was running a "60% Off Everything" sale. Runnells browsed the site and observed
10 that the products offered each had a Reference Price that was crossed out and a sale price
11 that was 60% off the crossed-out Reference Price. She found and selected a number of
12 items (consisting of a Plus V-Neck Keyhole Back T-Shirt, Plus Extreme Rip Jean Shorts,
13 Plus Mesh Top 2 in 1 Slip Dress, and Butterfly Detail Pool Slider) and added them to her
14 shopping cart, with all of the items displayed by Boohoo as having a Reference Price and
15 a sale price of at least 60% off. The Reference Prices were displayed as substantially higher
16 prices containing a strikethrough.

17 58. On or about September 9, 2020, Runnells visited Boohoo's U.S. website to
18 shop for clothing from her home in the State of New York. Runnells saw on the website
19 that Boohoo was running a "40% Off Everything" sale. Runnells browsed the site and
20 observed that the products offered each had a Reference Price that was crossed out and a
21 sale price that was 40% off the crossed-out Reference Price. She found and selected a
22 number of items (consisting of a Plus Denim Rip Knee & Frayed Hem Skinny Jeans, Plus
23 High Rise 5 Pocket Jeans, and Plus High Rise Stretch Skinny Jeans) and added them to her
24 shopping cart, with the items displayed by Boohoo as having a Reference Price and a sale
25 price of at least 40% off. The Reference Prices were displayed as substantially higher
26 prices containing a strikethrough.

27 59. On or about January 10, 2021, Runnells visited Boohoo's U.S. website to shop
28 for clothing from her home in the State of New York. Runnells saw on the website that

1 Boohoo was running a “50% to 80% Off Everything” sale. Runnells browsed the site and
2 observed that the products offered each had a Reference Price that was crossed out and a
3 sale price that was at least 50% off the crossed-out Reference Price. She found and selected
4 a number of items (consisting of Plus Distressed Skinny Jeans, Plus Bleach Wash Rip Knee
5 Boyfriend Jean, Premium Fluffy Trim Maxi Robe, and Plus Bonded Aviator Jacket) and
6 added them to her shopping cart, with the items displayed by Boohoo as having a Reference
7 Price and a sale price of at least 50% off. The Reference Prices were displayed as
8 substantially higher prices containing a strikethrough.

9 60. On or about February 24, 2021, Runnells visited Boohoo’s U.S. website to
10 shop for clothing from her home in the State of New York. Runnells saw on the website
11 that Boohoo was running a “50% Off Everything” sale. Runnells browsed the site and
12 observed that the products offered each had a Reference Price that was crossed out and a
13 sale price that was advertised as being 50% off the crossed-out Reference Price. She found
14 and selected a number of items (consisting of Denim Ripped Print Jeans, Mid Rise Marble
15 Wash Mom Jeans, Buckle Strap Detail Skinny Trousers, High Waist Light Wash Distressed
16 Mom Jeans, and Mid Rise 5 Pocket Stretch Skinny Jeans) and added them to her shopping
17 cart, with the items displayed by Boohoo as having a Reference Price and a sale price of at
18 least 50% off. The Reference Prices were displayed as substantially higher prices
19 containing a strikethrough.

20 61. On or about October 13, 2021, Runnells visited Boohoo’s U.S. website to shop
21 for clothing from her home in the State of New York. Runnells saw on the website that
22 Boohoo was running a “50% Off Everything” sale. Runnells browsed the site and observed
23 that the products offered each had a Reference Price that was crossed out and a sale price
24 that was at least 50% off the crossed-out Reference Price. She found and selected a number
25 of items (consisting of Candy Pink Bleached High Waist Boyfriend Jeans, Purple Bleached
26 High Waist Boyfriend Jeans, Basics Mid Rise Super Distressed Mom Jeans, Extreme
27 Distressed High Waist Split Hem Jeans, and Ombre Slim Fit Trousers) and added them to
28 her shopping cart, with the items displayed by Boohoo as having a Reference Price and a

1 sale price of at least 50% off. The Reference Prices were displayed as substantially higher
2 prices containing a strikethrough.

3 62. At no point during any of her visits to the Boohoo U.S. website did Runnells
4 see a disclosure or disclaimer explaining that the Reference Price was not intended to be
5 the former price of the product offered on the site, what the Reference Price meant, or how
6 Defendants came up with the Reference Price.

7 63. Runnells purchased the products referenced above. Before doing so, she
8 relied on the Reference Price advertised on each product she purchased as representing the
9 former price of the product, meaning the price at which the product had in fact been offered
10 for sale, or previously sold, in the recent past. Runnells thus relied on Boohoo's
11 representation that each of the products referenced above was truly on sale and being sold
12 at a substantial markdown or discount, and thereby fell victim to the deception intended by
13 Boohoo. The items Runnells ordered were delivered to her in New York.

14 64. The truth, however, is that the products Runnells purchased were not
15 substantially marked down or discounted, or at the very least, any discount she was
16 receiving had been grossly exaggerated. That is because none of the products Runnells
17 bought had been offered for sale on Boohoo's website for any reasonably substantial period
18 of time (if ever) at the full Reference Prices. Those Reference Prices were fake prices used
19 in Boohoo's deceptive marketing scheme.

20 **4. Plaintiff Juanita Carmet Cachadina (Florida)**

21 65. Plaintiff Juanita Carmet Cachadina ("Cachadina") fell victim to Defendants'
22 false advertising and deceptive pricing practices. Between June 6, 2017 and July 17, 2021,
23 Cachadina placed two (2) orders: one (1) from Boohoo's U.S. website to shop for clothing,
24 and one (1) from Nasty Gal's U.S. website to shop for clothing.

25 66. On or about June 24, 2017, Cachadina visited Boohoo's U.S. website to shop
26 for clothing from her then home when she resided in the State of New York. Cachadina
27 saw on the website that Boohoo was running a "50% Off Everything" sale. Cachadina
28 browsed the site and observed that many of the products offered had a Reference Price and

1 a sale price that was 50% off the Reference Price. She found and selected a number of
2 items (consisting of a Sophie Ruffle Off Shoulder Woven Dress, Jade Floral Cold Shoulder
3 Ruffle Skater Dress, Hannah Tie Belt Shorts, Unity Oversized Boyfriend V Neck Tee,
4 Freya Embroidered Mesh Short Sleeve Shirt, Hannah Embroidered Stripe Ruffle Shirt, and
5 Charlotte Tie Cord Choker) and added them to her shopping cart, with all of the items
6 displayed by Boohoo as having a Reference Price and a sale price of at least 50% off. The
7 Reference Prices were displayed as substantially higher prices containing a strikethrough.

8 67. Similarly, on or about July 17, 2021, Cachadina visited Nasty Gal's U.S.
9 website to shop for clothing from her current home in the State of Florida. Cachadina saw
10 on the website that Nasty Gal was running a sale where everything on the site was at least
11 "50% off". Cachadina browsed the site and observed that the products offered each had a
12 sale price that was at least 50% off the crossed-out Reference Price. She found and selected
13 a Backless Puff Sleeve Polka Dot Blouse and added it to her shopping cart, with the item
14 displayed by Nasty Gal as having a Reference Price and a sale price of at least 50% off.
15 The Reference Price was displayed as a substantially higher price containing a
16 strikethrough.

17 68. At no point during any of her visits to the Boohoo or Nasty Gal U.S. websites
18 did Cachadina see a disclosure or disclaimer explaining that the Reference Price was not
19 intended to be the former price of the product offered on the site, what the Reference Price
20 meant, or how Defendants came up with the Reference Price.

21 69. Cachadina purchased the products referenced above. Before doing so, she
22 relied on the Reference Price advertised on each product she purchased as representing the
23 former price of the product, meaning the price at which the product had in fact been offered
24 for sale, or previously sold, in the recent past. Cachadina thus relied on Boohoo and Nasty
25 Gal's representation that each of the products referenced above was truly on sale and being
26 sold at a substantial markdown or discount, and thereby fell victim to the deception
27 intended by Boohoo and Nasty Gal. The items Cachadina ordered were delivered to her in
28 Florida.

1 70. The truth, however, is that the products Cachadina purchased were not
2 substantially marked down or discounted, or at the very least, any discount she was
3 receiving had been grossly exaggerated. That is because none of the products Cachadina
4 bought had been offered for sale on Boohoo and Nasty Gal’s websites for any reasonably
5 substantial period of time (if ever) at the full Reference Prices. Those Reference Prices
6 were fake prices used in Boohoo and Nasty Gal’s deceptive marketing schemes.

7 **5. Plaintiff Sarah Huebner (Florida)**

8 71. Plaintiff Sarah Huebner (“Huebner”) fell victim to Defendants’ false
9 advertising and deceptive pricing practices. Between April 15, 2020, and September 15,
10 2021, Huebner placed nine (9) orders from Boohoo’s U.S. website to shop for clothing.

11 72. On or about April 15, 2020, Huebner visited Boohoo’s U.S. website to shop
12 for clothing from her home in the State of Florida. Huebner saw on the website that Boohoo
13 was running a “60% Off Everything” sale. Huebner browsed the site and observed that the
14 products offered each had a Reference Price that was crossed out and a sale price that was
15 60% off the crossed-out Reference Price. She found and selected a number of items
16 (consisting of a Eva Pom Trim Off Shoulder Beach Co-ord Set, Leopard Strappy Romper,
17 Cheese Cloth Embroidered Tassel Sun Dress, Leopard Print Smock Dress, Bardot Ruffle
18 Detail Short Co-ord Set, Floral Cap Sleeved Shift Dress, and Bardot Off The Shoulder Frill
19 Jersey Romper) and added them to her shopping cart, with the items displayed by Boohoo
20 as having a Reference Price and a sale price of at least 60% off. The Reference Prices were
21 displayed as substantially higher prices containing a strikethrough.

22 73. On or about May 16, 2020, Huebner visited Boohoo’s U.S. website to shop
23 for clothing from her home in the State of Florida. Huebner saw on the website that Boohoo
24 was running a “60% Off Everything” sale. Huebner browsed the site and observed that the
25 products offered each had a Reference Price that was crossed out and a sale price that was
26 at least 60% off the crossed-out Reference Price. She found and selected a number of items
27 (consisting of a Mix & Match Lace PJ Shorts, Frill Hem Shorts & Cami Satin Set, Floral
28 Strappy Sundress, Strappy Rib Mini Dress, Leopard Strappy Sundress, Broderie Trim

1 Belted Romper, Basic Swing Dress, and Strappy Crop Top & Skater Mini Skirt Two-Piece
2 Set) and added them to her shopping cart, with the items displayed by Boohoo as having a
3 Reference Price and a sale price of at least 60% off. The Reference Prices were displayed
4 as substantially higher prices containing a strikethrough.

5 74. On or about June 30, 2020, Huebner visited Boohoo's U.S. website to shop
6 for clothing from her home in the State of Florida. Huebner saw on the website that Boohoo
7 was running a "60% Off Everything" sale. Huebner browsed the site and observed that the
8 products offered each had a Reference Price that was crossed out and a sale price that was
9 advertised as being 60% off the crossed-out Reference Price. She found and selected a
10 number of items (consisting of a Leopard Print Side Split Mini Skirt, Leopard Print Swing
11 Dress, Snake Wrap Front Thong Bodysuit, Basic Swing Dress, Strappy Swing Dress, Basic
12 V Neck Swing Dress, Snake Print Western Belt, 1 Pack Snake Print Boxers, Double
13 Layered Heart Pendant Anklet, and Croc Engraved Skinny Buckle Belt) and added them
14 to her shopping cart, with the items displayed by Boohoo as having a Reference Price and
15 a sale price of at least 60% off. The Reference Prices were displayed as substantially higher
16 prices containing a strikethrough.

17 75. On or about July 15, 2020, Huebner visited Boohoo's U.S. website to shop for
18 clothing from her home in the State of Florida. Huebner saw on the website that Boohoo
19 was running a "60% Off Everything" sale. Huebner browsed the site and observed that the
20 products offered each had a Reference Price that was crossed out and a sale price that was
21 at least 60% off the crossed-out Reference Price. She found and selected a number of items
22 (consisting of a Snake Print Strappy Top & Mini Skirt Two-Piece Set, Floral Chiffon off
23 the Shoulder Mini Dress, Strappy Swing Dress, Diamante Drop Anklet, and Jersey Ruched
24 Front Strappy Skater Dress) and added them to her shopping cart, with the items displayed
25 by Boohoo as having a Reference Price and a sale price of at least 60% off. The Reference
26 Prices were displayed as substantially higher prices containing a strikethrough.

27 76. On or about September 24, 2020, Huebner visited Boohoo's U.S. website to
28 shop for clothing from her home in the State of Florida. Huebner saw on the website that

1 Boohoo was running a promotion of “40% Off Everything”. Huebner browsed the site and
2 observed that the products offered each had a Reference Price that was crossed out and a
3 sale price that was at least 40% off the crossed-out Reference Price. She found and selected
4 a number of items (consisting of a Lace Up Detail Skater Dress, Leopard Shoulder Pad T-
5 Shirt Dress, Backless Crop Sleeve Skater Dress, Leopard Print Bomber Jacket, Satin
6 Leopard Kimono, High Neck Cut Out Mini Dress, and 5 Pack Mixed Chain & Diamante
7 Anklets) and added them to her shopping cart, with most of items displayed by Boohoo as
8 having a Reference Price and a sale price of at least 40% off. The items with a Reference
9 Price was displayed as a substantially higher price containing a strikethrough.

10 77. On or about January 10, 2021, Huebner visited Boohoo’s U.S. website to shop
11 for clothing from her home in the State of Florida. Huebner saw on the website that Boohoo
12 was running a “Sale 50%-80% off Every Single Thing” sale . Huebner browsed the site
13 and observed that many of the products had a Reference Price that was crossed out and a
14 sale price that was advertised as being 50% off the crossed-out Reference Price. She found
15 and selected a number of items (consisting of an Off the Shoulder Mini Dress, Leopard V
16 Neck Bodycon Dress, Bandage Rib Cut Out Shoulder Detail Mini Dress, Square Neck
17 Open Back Rib Bodycon Dress, Oversized High Neck Long Sleeve Top, Distressed Denim
18 Jacket, Double Layer Frill Bodysuit, and Babydoll & String Set) and added them to her
19 shopping cart, with some of the items having Reference Prices as displayed by Boohoo as
20 having a Reference Price and a sale price of at least 50% off. The Reference Prices were
21 displayed as substantially higher prices containing a strikethrough.

22 78. On or about March 17, 2021, Huebner visited Boohoo’s U.S. website to shop
23 for clothing from her home in the State of Florida. Huebner saw on the website that Boohoo
24 was running a “60% OFF Everything” sale. Huebner browsed the site and observed that
25 the products offered each had a Reference Price that was crossed out and a sale price that
26 was 60% off the crossed-out Reference Price. She found and selected a number of items
27 (consisting of a Woven Leopard Print Ruffle Tea Dress, Tie Strap Shirred Tiered Skater
28 Dress, High Neck Cut Out Back Midi Dress, Ruched Square Neck Rib Mini Dress, Frill

1 Drop Hem Belted Maxi Dress, and Leopard Dressing Gown) and added them to her
2 shopping cart, with the items displayed by Boohoo as having a Reference Price and a sale
3 price of at least 60% off. The Reference Prices were displayed as substantially higher
4 prices containing a strikethrough.

5 79. On or about March 28, 2021, Huebner visited Boohoo's U.S. website to shop
6 for clothing from her home in the State of Florida. Huebner saw on the website that Boohoo
7 was running a "60% Off Everything" sale. Huebner browsed the site and observed that the
8 products offered each had a Reference Price that was crossed out and a sale price that was
9 60% off the crossed-out Reference Price. She found and selected a number of items
10 (consisting of a Side Split Cap Sleeve Midi Dress, Rib Double Strap Midi Dress, Crinkle
11 Rib Halterneck Midaxi Dress, and Ribbed Midi Dress and Duster Set) and added them to
12 her shopping cart, with the items displayed by Boohoo as having a Reference Price and a
13 sale price of at least 60% off. The Reference Prices were displayed as substantially higher
14 prices containing a strikethrough.

15 80. On or about September 15, 2021, Huebner visited Boohoo's U.S. website to
16 shop for clothing from her home in the State of Florida. Huebner saw on the website that
17 Boohoo was running a promotion that gave customers the choice of "60% Off Everything"
18 or "50% Off Everything" plus a reduced shipping price of \$3.00. Huebner browsed the
19 site and observed that the products offered each had a Reference Price that was crossed out
20 and a sale price that was at least 50% off the crossed-out Reference Price. She found and
21 selected a Maternity Long Sleeve Rib Mini Dress and added it to her shopping cart, with
22 the item displayed by Boohoo as having a Reference Price and a sale price of at least 50%
23 off. The Reference Price was displayed as a substantially higher price containing a
24 strikethrough.

25 81. At no point during any of her visits to the Boohoo U.S. website did Huebner
26 see a disclosure or disclaimer explaining that the Reference Price was not intended to be
27 the former price of the product offered on the site, what the Reference Price meant, or how
28 Defendants came up with the Reference Price.

1 82. Huebner purchased the products referenced above. Before doing so, she relied
2 on the Reference Price advertised on each product she purchased as representing the former
3 price of the product, meaning the price at which the product had in fact been offered for
4 sale, or previously sold, in the recent past. Huebner thus relied on Boohoo’s representation
5 that each of the products referenced above was truly on sale and being sold at a substantial
6 markdown or discount, and thereby fell victim to the deception intended by Boohoo. The
7 items Huebner ordered were delivered to her in Florida.

8 83. The truth, however, is that the products Huebner purchased were not
9 substantially marked down or discounted, or at the very least, any discount she was
10 receiving had been grossly exaggerated. That is because none of the products Huebner
11 bought had been offered for sale on Boohoo’s website for any reasonably substantial period
12 of time (if ever) at the full Reference Prices. Those Reference Prices were fake prices used
13 in Boohoo’s deceptive marketing scheme.

14 **6. Plaintiff Yesenia Valiente (Florida)**

15 84. Plaintiff Yesenia Valiente (“Valiente”) fell victim to Defendants’ false
16 advertising and deceptive pricing practices. Between February 24, 2020, and January 10,
17 2021, Valiente placed two (2) orders from PrettyLittleThing’s U.S. website to shop for
18 clothing.

19 85. On or about February 24, 2020, Valiente visited PrettyLittleThing’s U.S.
20 website to shop for clothing from her home in the State of Florida. Valiente saw on the
21 website that Boohoo was running a “40% Off Sitewide” sale. Valiente browsed the site
22 and observed that the products offered each had a sale price that was at least 40% off the
23 advertised Reference Price based on the availability of a sitewide promo code. She found
24 and selected a Black Knot Front Wrapped Sarong, and a White Knot Front Wrapped Sarong
25 and added them to her shopping cart, with all the items displayed by PrettyLittleThing as
26 having a Reference Price and a sale price of at least 40% off.

27 86. On or about January 10, 2021, Valiente visited PrettyLittleThing’s U.S.
28 website to shop for clothing from her home in the State of Florida. Valiente saw on the

1 website that PrettyLittleThing was running an “Up to 80% Off Everything Plus Extra 10%
2 Off” sale. Valiente browsed the site and observed that the products offered each had a sale
3 price that was substantially discounted from the advertised Reference Price. She found and
4 selected a number of items (consisting of a Caris White Long Sleeve Lace Bodycon Dress,
5 Stone Jersey Scoop Strappy Maxi Dress, Basic Black Bandeau Midaxi Dress, Basic Camel
6 Bandeau Midaxi Dress, Black High Neck Cap Sleeve Bodycon Dress, and Navy Ribbed
7 Midi Dress) and added them to her shopping cart, with the items displayed by
8 PrettyLittleThing as having a Reference Price and a substantially discounted selling price
9 based on the advertised promotion. The Reference Prices were displayed as substantially
10 higher prices containing a strikethrough.

11 87. At no point during any of her visits to the PLT U.S. website did Valiente see
12 a disclosure or disclaimer explaining that the Reference Price was not intended to be the
13 former price of the product offered on the site, what the Reference Price meant, or how
14 Defendants came up with the Reference Price.

15 88. Valiente purchased the products referenced above. Before doing so, she
16 relied on the Reference Price advertised on each product she purchased as representing the
17 former price of the product, meaning the price at which the product had in fact been offered
18 for sale, or previously sold, in the recent past. Valiente thus relied on PrettyLittleThing’s
19 representation that each of the products referenced above was truly on sale and being sold
20 at a substantial markdown or discount, and thereby fell victim to the deception intended by
21 PrettyLittleThing. The items Valiente ordered were delivered to her in Florida.

22 89. The truth, however, is that the products Valiente purchased were not
23 substantially marked down or discounted, or at the very least, any discount she was
24 receiving had been grossly exaggerated. That is because none of the products Valiente
25 bought had been offered for sale on PrettyLittleThing’s website for any reasonably
26 substantial period of time (if ever) at the full Reference Prices. Those Reference Prices
27 were fake prices used in PrettyLittleThing’s deceptive marketing scheme.

28

7. **Plaintiff Veronica Walton (Maryland)**

1
2 90. Plaintiff Veronica Walton (“Walton”) fell victim to Defendants’ false
3 advertising and deceptive pricing practices. Between August 5, 2021 and September 11,
4 2021, Walton placed two (2) orders from Boohoo’s U.S. website to shop for clothing.

5 91. On or about August 5, 2021, Walton visited Boohoo’s U.S. website to shop
6 for clothing from her then home when she resided in the State of Maryland. Walton saw
7 on the website that Boohoo was running a promotion that gave customers the choice of
8 “60% Off Everything” or “50% Off Everything” plus a reduced shipping price. Walton
9 browsed the site and observed that all or substantially all of the products offered had a
10 Reference Price and a sale price that was at least 50% off the Reference Price. She found
11 and selected a number of items (consisting of a O Ring Cheesecloth Volume Sleeve Top,
12 Mid Rise Super Distressed Boyfriend Jeans, Brushed Check Shacket, and 3 Pack Ring
13 Detail Bucklet Belt) and added them to her shopping cart, with all of the items displayed
14 by Boohoo as having a Reference Price and a sale price of at least 50% off. The Reference
15 Prices were displayed as substantially higher prices containing a strikethrough.

16 92. On or about September 11, 2021, Walton visited Boohoo’s U.S. website to
17 shop for clothing from her then home when she resided in the State of Maryland. Walton
18 saw on the website that Boohoo was running a promotion that gave customers the choice
19 of “60% Off Everything” or “50% Off Everything” plus a reduced shipping price. Walton
20 browsed the site and observed that all or substantially all of the products offered had a
21 Reference Price and a sale price that was at least 50% off the Reference Price. She found
22 and selected a number of items (consisting of Basic Regular Joggers, Heart Embroidered
23 Joggers, Mid Rise Super Distressed Boyfriend Jeans, Cuffed Denim Joggers, Woman
24 Rainbox Slogan T-Shirt, and Germany Football T-shirt, Long Sleeve Ruffle Detail Skater
25 Dress) and added them to her shopping cart, with all of the items displayed by Boohoo as
26 having a Reference Price and a sale price of at least 50% off. The Reference Prices were
27 displayed as substantially higher prices containing a strikethrough.

28 93. At no point during any of her visits to the Boohoo U.S. website did Walton

1 see a disclosure or disclaimer explaining that the Reference Price was not intended to be
2 the former price of the product offered on the site, what the Reference Price meant, or how
3 Defendants came up with the Reference Price.

4 94. Walton purchased the products referenced above. Before doing so, she relied
5 on the Reference Price advertised on each product she purchased as representing the former
6 price of the product, meaning the price at which the product had in fact been offered for
7 sale, or previously sold, in the recent past. Walton thus relied on Boohoo's representation
8 that each of the products referenced above was truly on sale and being sold at a substantial
9 markdown or discount, and thereby fell victim to the deception intended by Boohoo. The
10 items Walton ordered were delivered to her in Maryland.

11 95. The truth, however, is that the products Walton purchased were not
12 substantially marked down or discounted, or at the very least, any discount she was
13 receiving had been grossly exaggerated. That is because none of the products Walton
14 bought had been offered for sale on Boohoo's website for any reasonably substantial period
15 of time (if ever) at the full Reference Prices. Those Reference Prices were fake prices used
16 in Boohoo's deceptive marketing scheme.

17 **8. Plaintiff Lisa Murphy (Massachusetts)**

18 96. Plaintiff Lisa Murphy ("Murphy") fell victim to Defendants' false advertising
19 and deceptive pricing practices.

20 97. On or about March 18, 2021, Murphy visited PrettyLittleThing's U.S. website
21 to shop for clothing from her home in the State of Massachusetts. Murphy saw on the
22 website that PrettyLittleThing was running an "up to 70% Off Everything" sale. Murphy
23 browsed the site and observed that all or substantially all of the products offered had a sale
24 price that was a substantial discount off the Reference Price. She found and selected a
25 number of items (consisting of a Black Ditsy Floral Tie Front Bardot Jersey Bodycon
26 Dress, Red Ditsy Floral Print Ruched Bust Shift Dress, and White Crinkle Chiffon Cami
27 and Shorts PJ Set) and added them to her shopping cart, with the items displayed by
28 PrettyLittleThing as having a Reference Price and a substantially lower sale price.

1 98. At no point during any of her visits to the PLT U.S. website did Murphy see
2 a disclosure or disclaimer explaining that the Reference Price was not intended to be the
3 former price of the product offered on the site, what the Reference Price meant, or how
4 Defendants came up with the Reference Price.

5 99. Murphy purchased the products referenced above. Before doing so, she relied
6 on the Reference Price advertised on each product she purchased as representing the former
7 price of the product, meaning the price at which the product had in fact been offered for
8 sale, or previously sold, in the recent past. Murphy thus relied on PrettyLittleThing's
9 representation that each of the products referenced above was truly on sale and being sold
10 at a substantial markdown or discount, and thereby fell victim to the deception intended by
11 PrettyLittleThing. The items Murphy ordered were delivered to her in Massachusetts.

12 100. The truth, however, is that the products Murphy purchased were not
13 substantially marked down or discounted, or at the very least, any discount she was
14 receiving had been grossly exaggerated. That is because none of the products Murphy
15 bought had been offered for sale on PrettyLittleThing's website for any reasonably
16 substantial period of time (if ever) at the full Reference Prices. Those Reference Prices
17 were fake prices used in PrettyLittleThing's deceptive marketing scheme.

18 **9. Plaintiff Nicole Hill (Michigan)**

19 101. Plaintiff Nicole Hill ("Hill") fell victim to Defendants' false advertising and
20 deceptive pricing practices. Between June 29, 2020, and August 19, 2020, Hill placed two
21 (2) orders from Boohoo's U.S. website to shop for clothing.

22 102. On or about June 29, 2020, Hill visited Boohoo's U.S. website to shop for
23 clothing from her home in the State of Michigan. Hill saw on the website that Boohoo was
24 running an up to "60% Off Everything" sale. Hill browsed the site and observed that the
25 products offered each had a Reference Price that was crossed out and a sale price that was
26 at least 50% off the crossed-out Reference Price. She found and selected a number of items
27 (consisting of a High Waist Slinky Biker Shorts, Basic Solid Biker Shorts, Tall Longline
28 Jean Shorts, Plus Slinky Biker Short, Tres Bien Graphic T-Shirt and Cap Sleeve High Neck

1 Tie Dye Rib Top) and added them to her shopping cart, with all of the items displayed by
2 Boohoo as having a Reference Price and a sale price with a substantial percentage off
3 discount. The Reference Prices were displayed as substantially higher prices containing a
4 strikethrough.

5 103. Similarly, on or about August 18, 2020, Hill visited Boohoo's U.S. website to
6 shop for clothing from her home in the State of Michigan. Hill saw on the website that
7 Boohoo was running an up to "60% Off Everything" sale. Hill browsed the site and
8 observed that the products offered each had a Reference Price that was crossed out and a
9 sale price that was at least 50% off the crossed-out Reference Price. She found and selected
10 a number of items (consisting of a two Butterfly Print Oversized Joggers, Butterfly Print
11 Oversized Hoody, Petite Oversize Boyfriend Jogger, and 2 Pack Seamfree Dip Front
12 Thong) and added them to her shopping cart, with all of the items displayed by Boohoo as
13 having a Reference Price and a sale price with a substantial percentage off discount. The
14 Reference Prices were displayed as substantially higher prices containing a strikethrough.

15 104. At no point during any of her visits to the Boohoo U.S. website did Hill see a
16 disclosure or disclaimer explaining that the Reference Price was not intended to be the
17 former price of the product offered on the site, what the Reference Price meant, or how
18 Defendants came up with the Reference Price.

19 105. Hill purchased the products referenced above. Before doing so, she relied on
20 the Reference Price advertised on each product she purchased as representing the former
21 price of the product, meaning the price at which the product had in fact been offered for
22 sale, or previously sold, in the recent past. Hill thus relied on Boohoo's representation that
23 each of the products referenced above was truly on sale and being sold at a substantial
24 markdown or discount, and thereby fell victim to the deception intended by Boohoo. The
25 items Hill ordered were delivered to her in Michigan.

26 106. The truth, however, is that the products Hill purchased were not substantially
27 marked down or discounted, or at the very least, any discount she was receiving had been
28 grossly exaggerated. That is because none of the products Hill bought had been offered

1 for sale on Boohoo’s website for any reasonably substantial period of time (if ever) at the
2 full Reference Prices. Those Reference Prices were fake prices used in Boohoo’s deceptive
3 marketing scheme.

4 **10. Plaintiff Nicole Stewart (Ohio)**

5 107. Plaintiff Nicole Stewart (“Stewart”) fell victim to Defendants’ false
6 advertising and deceptive pricing practices. Between December 7, 2019 and June 25, 2021,
7 Stewart placed at least six (6) orders: two (2) from Boohoo’s U.S. website to shop for
8 clothing, three (3) from PrettyLittleThing’s U.S. website to shop for clothing, and one (1)
9 from Nasty Gal’s U.S. website to shop for clothing.

10 108. On or about December 19, 2020, Stewart visited Boohoo’s U.S. website to
11 shop for clothing from her home in the State of Ohio. Stewart saw on the website that
12 Boohoo was running a “50% Off Everything” sale. Stewart browsed the site and observed
13 that all or substantially all of the products offered had a Reference Price and a sale price
14 that was significantly discounted from the Reference Price. She found and selected a Plus
15 Check Wool Look Boyfriend Coat and added it to her shopping cart, with the item
16 displayed by Boohoo as having a Reference Price and a sale price with a substantial
17 percentage off discount. The Reference Price was displayed as a substantially higher price
18 containing a strikethrough.

19 109. On or about June 25, 2021, Stewart visited Boohoo’s U.S. website to shop for
20 clothing from her home in the State of Ohio. Stewart saw on the website that Boohoo was
21 running a promotion that gave customers the choice of “60% Off Everything” or “50%
22 Off” plus a reduced shipping price. Stewart browsed the site and observed that all or
23 substantially all of the products offered had a Reference Price and a sale price. She browsed
24 the site and observed that the products offered each had a Reference Price that was crossed
25 out and a sale price that was a significant discount off the crossed-out Reference Price. She
26 found and selected a Floral Strappy Ruffle Wide Leg Jumpsuit and added it to her shopping
27 cart, with the item displayed by Boohoo as having a Reference Price and a sale price of at
28 least 50% off. The Reference Price was displayed as a substantially higher price containing

1 a strikethrough.

2 110. Similarly, on or about December 17, 2019, Stewart visited Nasty Gal’s U.S.
3 website to shop for clothing from her State of Ohio. Stewart saw on the website that Nasty
4 Gal was running an “80% Off Absolutely Everything” sale. Stewart browsed the site and
5 observed that the products offered each had a Reference Price that was crossed out and a
6 sale price that were at a substantial markdown off the Reference Price. She found and
7 selected a Woman’s World Houndstooth Longline Plus Blazer and added it to her shopping
8 cart, with the item displayed by Nasty Gal as having a Reference Price and a sale price.
9 The Reference Price was displayed as a substantially higher price containing a
10 strikethrough.

11 111. Similarly on or about December 7, 2019, Stewart visited PrettyLittleThing’s
12 U.S. website to shop for clothing from her home in the State of Ohio. Stewart saw on the
13 website that PrettyLittleThing was running an “Up to 80% off = EXTRA 10% PROMO10”
14 sale. Stewart browsed the site and observed that all or substantially all of the products had
15 a sale price that was a substantial discount off the Reference Price. She found and selected
16 a Plus Black Belt Detail Wide Leg Cargo Jumpsuit and added it to her shopping cart, with
17 the items displayed by PrettyLittleThing as having a Reference Price and a substantially
18 lower sale price.

19 112. On or about December 10, 2020, Stewart visited PrettyLittleThing’s U.S.
20 website to shop for clothing from her home in the State of Ohio. Stewart saw on the website
21 that PrettyLittleThing was running a “50% Off Everything” sale. Stewart browsed the site
22 and observed that all or substantially all of the products offered had a sale price that was a
23 substantial discount off the Reference Price. She found and selected a Stone Badge Detail
24 Seam Front Extreme Wide Leg Joggers and added it to her shopping cart, with the item
25 displayed by PrettyLittleThing as having a Reference Price and a substantially lower sale
26 price.

27 113. On or about February 25, 2021, Stewart visited PrettyLittleThing’s U.S.
28 website to shop for clothing from her home in the State of Ohio. Stewart saw on the website

1 that PrettyLittleThing was running an “Up to 70% Off Everything” sale. Stewart browsed
2 the site and observed that all or substantially all of the products offered had a sale price that
3 was a substantial discount off the Reference Price. She found and selected a pair of black
4 sweatpants and added it to her shopping cart, with the item displayed by PrettyLittleThing
5 as having a Reference Price and a substantially lower sale price.

6 114. At no point during any of her visits to the Boohoo, PLT, or Nasty Gal U.S.
7 websites did Stewart see a disclosure or disclaimer explaining that the Reference Price was
8 not intended to be the former price of the product offered on the site, what the Reference
9 Price meant, or how Defendants came up with the Reference Price.

10 115. Stewart purchased the products referenced above. Before doing so, she relied
11 on the Reference Price advertised on each product she purchased as representing the former
12 price of the product, meaning the price at which the product had in fact been offered for
13 sale, or previously sold, in the recent past. Stewart thus relied on Boohoo, Nasty Gal, and
14 PrettyLittleThing’s representation that each of the products referenced above was truly on
15 sale and being sold at a substantial markdown or discount, and thereby fell victim to the
16 deception intended by Boohoo, Nasty Gal, and PrettyLittleThing. The items Stewart
17 ordered were delivered to her in Ohio.

18 116. The truth, however, is that the products Stewart purchased were not
19 substantially marked down or discounted, or at the very least, any discount she was
20 receiving had been grossly exaggerated. That is because none of the products Stewart
21 bought had been offered for sale on Boohoo, Nasty Gal, or PrettyLittleThing’s websites for
22 any reasonably substantial period of time (if ever) at the full Reference Prices. Those
23 Reference Prices were fake prices used in Boohoo’s deceptive marketing scheme.

24 117. Defendants know that the Reference Prices advertised on their U.S. websites
25 are fake and artificially inflated and intentionally use them in their deceptive pricing
26 scheme on their websites to increase sales and profits by misleading Plaintiffs and members
27 of the putative class to believe that they are buying products at a substantial discount.
28 Defendants thereby induce customers to buy products they never would have bought—or

1 at the very least, to pay more for merchandise than they otherwise would have if Defendants
2 were simply being truthful about their “sales.”

3 118. Therefore, Plaintiffs would not have purchased the items listed above, or at
4 the very least, would not have paid as much as they did, had Defendants been truthful.
5 Plaintiffs were persuaded to make their purchases only because of the fake sales based on
6 Defendants’ fake Reference Prices.

7 **F. Research Shows That the Use of Reference Price Advertising Schemes**
8 **Similar to Defendants’ Deceptive Pricing Scheme Influences Consumer**
9 **Behavior and Affects Consumers’ Perceptions of a Product’s Value**

10 119. The effectiveness of Defendants’ deceitful pricing scheme is backed up by
11 longstanding scholarly research. In the seminal article entitled *Comparative Price*
12 *Advertising: Informative or Deceptive?* (cited in *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098,
13 1106 (9th Cir. 2013), Professors Dhruv Grewal and Larry D. Compeau write that, “[b]y
14 creating an impression of savings, the presence of a higher reference price enhances
15 subjects’ perceived value and willingness to buy the product.” Dhruv Grewal & Larry D.
16 Compeau, *Comparative Price Advertising: Informative or Deceptive?*, 11 J. Pub. Pol’y &
17 Mktg. 52, 55 (Spring 1992). Thus, “empirical studies indicate that, *as discount size*
18 *increases, consumers’ perceptions of value and their willingness to buy the product*
19 *increase*, while their intention to search for a lower price decreases.” *Id.* at 56 (emphasis
20 added). For this reason, the Ninth Circuit in *Hinojos* held that a plaintiff making a claim
21 of deceptive pricing (strikingly similar to the claim at issue here) had standing to pursue
22 his claim against the defendant retailer. In doing so, the Court observed that
23 “[m]isinformation about a product’s ‘normal’ price is . . . significant to many consumers
24 in the same way as a false product label would be.” *Hinojos*, 718 F.3d at 1106.

25 120. Professors Compeau and Grewal reached similar conclusions in a 2002 article:
26 “decades of research support the conclusion that advertised reference prices do indeed
27 enhance consumers’ perceptions of the value of the deal.” Dhruv Grewal & Larry D.
28 Compeau, *Comparative Price Advertising: Believe It Or Not*, J. of Consumer Affairs, Vol.

1 36, No. 2, at 287 (Winter 2002). The professors also found that “[c]onsumers are
2 influenced by comparison prices *even when the stated reference prices are implausibly*
3 *high.*” *Id.* (emphasis added).

4 121. In another scholarly publication, Professors Joan Lindsey-Mullikin and Ross
5 D. Petty concluded that “[r]eference price ads strongly influence consumer perceptions of
6 value Consumers often make purchases not based on price but because a retailer
7 assures them that a deal is a good bargain. This occurs when . . . the retailer highlights the
8 relative savings compared with the prices of competitors . . . [T]hese bargain assurances
9 (BAs) change consumers’ purchasing behavior and may deceive consumers.” Joan
10 Lindsey-Mullikin & Ross D. Petty, *Marketing Tactics Discouraging Price Search:*
11 *Deception and Competition*, 64 J. of Bus. Research 67 (January 2011).

12 122. Similarly, according to Professors Praveen K. Kopalle and Joan Lindsey-
13 Mullikin, “research has shown that retailer-supplied reference prices clearly enhance
14 buyers’ perceptions of value” and “have a significant impact on consumer purchasing
15 decisions.” Praveen K. Kopalle & Joan Lindsey-Mullikin, *The Impact of External*
16 *Reference Price On Consumer Price Expectations*, 79 J. of Retailing 225 (2003).

17 123. The results of a 1990 study by Professors Jerry B. Gotlieb and Cyndy Thomas
18 Fitzgerald, came to the conclusion that “reference prices are important cues consumers use
19 when making the decision concerning how much they are willing to pay for the product.”
20 Jerry B. Gotlieb & Cyndy Thomas Fitzgerald, *An Investigation Into the Effects of*
21 *Advertised Reference Prices On the Price Consumers Are Willing To Pay For the Product*,
22 6 J. of App’d Bus. Res. 1 (1990). This study also concluded that “consumers are likely to
23 be misled into a willingness to pay a higher price for a product simply because the product
24 has a higher reference price.” *Id.*

25 124. The unmistakable inference to be drawn from this research and the Ninth
26 Circuit’s opinion in *Hinojos* is that the deceptive advertising through the use of false
27 reference pricing employed here by Defendants is intended to, and does in fact, influence
28 customer behavior—as it did Plaintiffs’ purchasing decision here—by artificially inflating

1 customer perceptions of a given item’s value and causing customers to spend money they
2 otherwise would not have, purchase items they otherwise would not have, and/or spend
3 more money for a product than they otherwise would have absent the deceptive advertising.

4 **V. CLASS ACTION ALLEGATIONS**

5 125. Plaintiffs bring this action on behalf of themselves and all persons similarly
6 situated pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil
7 Procedure and seeks certification of the following classes:

8 All persons in the United States of America (excluding
9 California) who purchased one or more boohoo products from
10 <http://us.boohoo.com> between April 9, 2016, through the present
11 at a discount from a higher reference price and who have not
received a refund or credit for their purchase(s).

12 All persons in the United States of America (excluding
13 California) who purchased one or more “PrettyLittleThing”
14 products from <https://www.prettylittlething.us> between May 19,
15 2016, through the present at a discount from a higher reference
price and who have not received a refund or credit for their
purchase(s).

16 All persons in the United States of America (excluding
17 California) who purchased one or more “Nasty Gal” products
18 from <https://nastygal.com> between March 1, 2017, through the
19 present at a discount from a higher reference price and who have
not received a refund or credit for their purchase(s).

20 126. The above-described classes of persons shall hereafter be referred to as the
21 “Nationwide Class.” Excluded from the Nationwide Class are any and all past or present
22 officers, directors, or employees of Defendants, any judge who presides over this action,
23 and any partner or employee of Class Counsel.

24 127. In the alternative, Plaintiffs seek certification of the subclasses described
25 below.

26 128. Plaintiffs Habberfield, Kalu, and Runnells seek certification of the following
27 subclasses pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil
28 Procedure:

1 All persons in the State of New York who purchased one or more
2 boohoo products from <http://us.boohoo.com> between April 9,
3 2016, through the present at a discount from a higher reference
4 price and who have not received a refund or credit for their
5 purchase(s).

6 All persons in the State of New York who purchased one or more
7 “PrettyLittleThing” products from
8 <https://www.prettylittlething.us> between May 19, 2016, through
9 the present at a discount from a higher reference price and who
10 have not received a refund or credit for their purchase(s).

11 All persons in the State of New York who purchased one or more
12 “Nasty Gal” products from <https://nastygal.com> between March
13 1, 2017, through the present at a discount from a higher reference
14 price and who have not received a refund or credit for their
15 purchase(s).

16 129. The above-described subclasses of persons shall hereafter be referred to
17 collectively as the “New York Subclass.” Excluded from the New York Subclass are any
18 and all past or present officers, directors, or employees of Defendants, any judge who
19 presides over this action, and any partner or employee of Class Counsel.

20 130. Plaintiffs Cachadina, Huebner, and Valiente seek certification of the
21 following subclasses pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules
22 of Civil Procedure:

23 All persons in the State of Florida who purchased one or more
24 boohoo products from <http://us.boohoo.com> between April 9,
25 2016, through the present at a discount from a higher reference
26 price and who have not received a refund or credit for their
27 purchase(s).

28 All persons in the State of Florida who purchased one or more
“PrettyLittleThing” products from
<https://www.prettylittlething.us> between May 19, 2016, through
the present at a discount from a higher reference price and who
have not received a refund or credit for their purchase(s).

All persons in the State of Florida who purchased one or more
“Nasty Gal” products from <https://nastygal.com> between March
1, 2017, through the present at a discount from a higher reference
price and who have not received a refund or credit for their

1 purchase(s).

2 131. The above-described subclasses of persons shall hereafter be referred to
3 collectively as the “Florida Subclass.” Excluded from the Florida Subclass are any and all
4 past or present officers, directors, or employees of Defendants, any judge who presides
5 over this action, and any partner or employee of Class Counsel.

6 132. Plaintiff Walton seeks certification of the following subclasses pursuant to
7 Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure:

8 All persons in the State of Maryland who purchased one or more
9 boohoo products from <http://us.boohoo.com> between April 9,
10 2016, through the present at a discount from a higher reference
11 price and who have not received a refund or credit for their
12 purchase(s).

13 All persons in the State of Maryland who purchased one or more
14 “PrettyLittleThing” products from
15 <https://www.prettylittlething.us> between May 19, 2016, through
16 the present at a discount from a higher reference price and who
17 have not received a refund or credit for their purchase(s).

18 All persons in the State of Maryland who purchased one or more
19 “Nasty Gal” products from <https://nastygal.com> between March
20 1, 2017, through the present at a discount from a higher reference
21 price and who have not received a refund or credit for their
22 purchase(s).

23 133. The above-described subclasses of persons shall hereafter be referred to
24 collectively as the “Maryland Subclass.” Excluded from the Maryland Subclass are any
25 and all past or present officers, directors, or employees of Defendants, any judge who
26 presides over this action, and any partner or employee of Class Counsel.

27 134. Plaintiff Murphy seeks certification of the following subclasses pursuant to
28 Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure:

All persons in the State of Massachusetts who purchased one or
more boohoo products from <http://us.boohoo.com> between April
9, 2016, through the present at a discount from a higher reference
price and who have not received a refund or credit for their
purchase(s).

1 All persons in the State of Massachusetts who purchased one or
2 more “PrettyLittleThing” products from
3 <https://www.prettylettlething.us> between May 19, 2016, through
4 the present at a discount from a higher reference price and who
5 have not received a refund or credit for their purchase(s).

6 All persons in the State of Massachusetts who purchased one or
7 more “Nasty Gal” products from <https://nastygal.com> between
8 March 1, 2017, through the present at a discount from a higher
9 reference price and who have not received a refund or credit for
10 their purchase(s).

11 135. The above-described subclasses of persons shall hereafter be referred to
12 collectively as the “Massachusetts Subclass.” Excluded from the Massachusetts Subclass
13 are any and all past or present officers, directors, or employees of Defendants, any judge
14 who presides over this action, and any partner or employee of Class Counsel.

15 136. Plaintiff Hill seeks certification of the following subclasses pursuant to Rule
16 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure:

17 All persons in the State of Michigan who purchased one or more
18 boohoo products from <http://us.boohoo.com> between April 9,
19 2016, through the present at a discount from a higher reference
20 price and who have not received a refund or credit for their
21 purchase(s).

22 All persons in the State of Michigan who purchased one or more
23 “PrettyLittleThing” products from
24 <https://www.prettylettlething.us> between May 19, 2016, through
25 the present at a discount from a higher reference price and who
26 have not received a refund or credit for their purchase(s).

27 All persons in the State of Michigan who purchased one or more
28 “Nasty Gal” products from <https://nastygal.com> between March
1, 2017, through the present at a discount from a higher reference
price and who have not received a refund or credit for their
purchase(s).

137. The above-described subclasses of persons shall hereafter be referred to
collectively as the “Michigan Subclass.” Excluded from the Michigan Subclass are any
and all past or present officers, directors, or employees of Defendants, any judge who
presides over this action, and any partner or employee of Class Counsel.

1 138. Plaintiff Stewart seeks certification of the following subclasses pursuant to
2 Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure:

3 All persons in the State of Ohio who purchased one or more
4 boohoo products from <http://us.boohoo.com> between April 9,
5 2016, through the present at a discount from a higher reference
6 price and who have not received a refund or credit for their
purchase(s).

7 All persons in the State of Ohio who purchased one or more
8 “PrettyLittleThing” products from
<https://www.prettylittlething.us> between May 19, 2016, through
9 the present at a discount from a higher reference price and who
10 have not received a refund or credit for their purchase(s).

11 All persons in the State of Ohio who purchased one or more
12 “Nasty Gal” products from <https://nastygal.com> between March
13 1, 2017, through the present at a discount from a higher reference
price and who have not received a refund or credit for their
purchase(s).

14 139. The above-described subclasses of persons shall hereafter be referred to
15 collectively as the “Ohio Subclass.” Excluded from the Ohio Subclass are any and all past
16 or present officers, directors, or employees of Defendants, any judge who presides over
17 this action, and any partner or employee of Class Counsel.

18 140. There is no California subclass. There is no claim in this action being pursued
19 on behalf of any California purchaser of Defendants’ products.

20 141. For reference purposes, collectively, the Nationwide Class (which excludes
21 California purchasers), New York Subclass, Florida Subclass, Maryland Subclass,
22 Massachusetts Subclass, Michigan Subclass, and Ohio Subclass shall be referred to
23 hereafter as the “Class.” Collectively, the New York Subclass, Florida Subclass, Maryland
24 Subclass, Massachusetts Subclass, Michigan Subclass, and Ohio Subclass shall be referred
25 to hereafter as the “Subclasses.”

26 142. For reference purposes, April 9, 2016 through the present shall be referred to
27 hereafter as the “Boohoo Class Period.” May 19, 2016 through the present shall be referred
28 to hereafter as the “PLT Class Period.” March 1, 2017 through the present shall be referred

1 to hereafter as the “Nasty Gal Class Period.” Collectively, the Boohoo Class Period, PLT
2 Class Period, and Nasty Gal Class Period shall be referred to hereafter as the “Class
3 Periods.”

4 143. Plaintiffs reserve the right to expand, limit, modify, or amend the class
5 definitions stated above, including the addition of one or more subclasses, in connection
6 with their motion for class certification, or at any other time, based upon, among other
7 things, changing circumstances, or new facts obtained during discovery.

8 144. **Numerosity.** The putative class members who are part of the Class are so
9 numerous that joinder of all members in one action is impracticable. The exact number
10 and identities of the members of the Class is unknown to Plaintiffs at this time and can only
11 be ascertained through appropriate discovery, but on information and belief, Plaintiffs
12 allege that there are in excess of 7 million members.

13 145. **Typicality.** Plaintiffs’ claims are typical of those of other members of the
14 Class, all of whom have suffered similar harm due to Defendants’ course of conduct as
15 described herein.

16 146. **Adequacy of Representation.** Plaintiffs are adequate representatives of the
17 Class and will fairly and adequately protect the interests of the Class. Plaintiffs have
18 retained attorneys who are experienced in the handling of complex litigation and class
19 actions, and Plaintiffs and their counsel intend to prosecute this action vigorously.

20 147. **Existence and Predominance of Common Questions of Law or Fact.**
21 Common questions of law and fact exist as to all members of the Class that predominate
22 over any questions affecting only individual members of the Class. These common legal
23 and factual questions, which do not vary among members of the Class, and which may be
24 determined without reference to the individual circumstances of any member of the Class,
25 include, but are not limited to, the following:

- 26 (a) Whether, during the Class Periods, Defendants advertised false
27 Reference Prices on products offered on their website.
- 28 (b) Whether, during the Class Periods, Defendants advertised price
discounts from false Reference Prices on products offered on their

1 website.

- 2 (c) Whether the products listed on Defendants’ website during the Class
3 Periods were offered at their Reference Prices for any reasonably
4 substantial period of time prior to being offered at prices that were
5 discounted from their Reference Prices.
- 6 (d) Whether Defendants’ Reference Prices on products offered on their
7 websites during the Class Periods are false representations.
- 8 (e) Whether and when Defendants learned that false Reference Prices on
9 products offered on their websites during the Class Periods are false
10 representations.
- 11 (f) Whether Defendants disclosed to the Class during the Class Periods that
12 the Reference Prices advertised on their websites are not based on
13 former prices.
- 14 (g) For the Nationwide Class, does Defendants’ deceptive pricing scheme
15 using false Reference Prices constitute “unfair, deceptive, untrue or
16 misleading advertising” in violation of the California Unfair
17 Competition Law, Cal. Bus & Prof. Code § 17200, *et seq.*?
- 18 (h) For the Nationwide Class, does Defendants’ deceptive pricing scheme
19 using false Reference Prices constitute false advertising in violation of
20 the California False Advertising Law under Business & Professions
21 Code section 17500, *et seq.*?
- 22 (i) For the Nationwide Class, does Defendants’ deceptive pricing scheme
23 using false Reference Prices violate the California Consumer Legal
24 Remedies Act under California Civil Code section 1750, *et seq.*?
- 25 (j) For the Subclasses, does Defendants’ pricing scheme using false
26 Reference Prices violate the consumer protection laws of the States of
27 New York, Florida, Maryland, Massachusetts, Michigan, and/or Ohio
28 referenced in this Complaint?
- (k) What did Defendants hope to gain from using a false Reference Price
scheme?
- (l) What did Defendants gain from their false Reference Price scheme?
- (m) Whether Defendants’ use of false Reference Prices on products offered
on their websites during the Class Periods was material.
- (n) Whether Defendants had a duty to disclose to their customers that the
Reference prices were fake “original” prices in furtherance of sham

1 sales.

2 (o) To what extent did Defendants' conduct cause, and continue to cause,
3 harm to the Class?

4 (p) Whether the members of the Class above are entitled to damages and/or
5 restitution.

6 (q) What type of injunctive relief is appropriate and necessary to enjoin
7 Defendants from continuing to engage in false or misleading
8 advertising?

9 (r) Whether Defendants' conduct was undertaken with conscious disregard
10 of the rights of the members of the classes described above and was
11 done with fraud, oppression, and/or malice.

12 148. **Superiority.** A class action is superior to other available methods for the fair
13 and efficient adjudication of this controversy because individual litigation of the claims of
14 all members of the Class described above is impracticable. Requiring each individual class
15 member to file an individual lawsuit would unreasonably consume the amounts that may
16 be recovered. Even if every member of the Class could afford individual litigation, the
17 adjudication of at least tens of thousands of identical claims would be unduly burdensome
18 to the courts. Individualized litigation would also present the potential for varying,
19 inconsistent, or contradictory judgments and would magnify the delay and expense to all
20 parties and to the court system resulting from multiple trials of the same factual issues. By
21 contrast, the conduct of this action as a class action, with respect to some or all of the issues
22 presented herein, presents no management difficulties, conserves the resources of the
23 parties and of the court system, and protects the rights of the members of the Class. Plaintiff
24 anticipates no difficulty in the management of this action as a class action. The prosecution
25 of separate actions by individual members of the Class may create a risk of adjudications
26 with respect to them that would, as a practical matter, be dispositive of the interests of the
27 other members of the Class who are not parties to such adjudications, or that would
28 substantially impair or impede the ability of such non-party class members to protect their
interests.

149. **Ascertainability.** Defendants keep extensive computerized records of their

1 sales and customers through, among other things, databases storing customer orders,
2 customer order histories, customer profiles, and general marketing programs. Defendants
3 have one or more databases through which all members of the Class may be identified and
4 ascertained, and they maintain contact information, including email addresses and home
5 addresses (such as billing, mailing, and shipping addresses), through which notice of this
6 action is capable of being disseminated in accordance with due process requirements.

7 **VI. ALTER EGO AND AGENCY RELATIONSHIP BETWEEN THE**
8 **DEFENDANTS**

9 **A. Boohoo Defendants.**

10 150. Upon information and belief and at all times relevant to this Complaint:
11 Boohoo Group exercised substantial decision-making, discretion, and control over the
12 activities of Boohoo USA. This included the exercise of substantial decision-making,
13 discretion, and control over Boohoo USA with respect to its marketing activities relating
14 to the sale of products to all U.S. consumers on the U.S. version of Boohoo's website:
15 <http://us.boohoo.com>. Likewise, Boohoo USA acted on behalf of Boohoo Group as its
16 agent within California, as well as the entire U.S., and was subject to its control with respect
17 to all of its activities, including, without limitation, its marketing activities relating to the
18 sale of products to all U.S. consumers on the U.S. version of Boohoo's website:
19 <http://us.boohoo.com>.

20 151. Upon information and belief and at all times relevant to this Complaint:
21 Boohoo Limited exercised substantial decision-making, discretion, and control over the
22 activities of Boohoo USA. This included the exercise of substantial decision-making,
23 discretion, and control over Boohoo USA with respect to its marketing activities relating
24 to the sale of products to all U.S. consumers on the U.S. version of Boohoo's website:
25 <http://us.boohoo.com>. Likewise, Boohoo USA acted on behalf of Boohoo Limited as its
26 agent within California, as well as the entire U.S., and was subject to its control with respect
27 to all of its activities, including, without limitation, its marketing activities relating to the
28 sale of products to all U.S. consumers on the U.S. version of Boohoo's website:

1 <http://us.boohoo.com>.

2 152. Upon information and belief and at all times relevant to this Complaint:
3 Boohoo Group exercised substantial decision-making, discretion, and control over the
4 activities of Boohoo Limited. This included the exercise of substantial decision-making,
5 discretion, and control over Boohoo Limited with respect to its marketing activities relating
6 to the sale of products to all U.S. consumers on the U.S. version of Boohoo's website:
7 <https://us.boohoo.com>. Likewise, Boohoo Limited acted on behalf of Boohoo Group as its
8 agent within California, as well as the entire U.S., and was subject to its control with respect
9 to all its activities, including, without limitation, its marketing activities relating to the sale
10 of products to all U.S. consumers, on the U.S. version of Boohoo's website.

11 153. Upon information and belief and at all times relevant to this Complaint:
12 Boohoo Group, in actuality, was not really separate from Boohoo USA or Boohoo Limited.
13 Specifically, there is such unity of interest and ownership that separate personalities of the
14 three entities no longer exist and the failure to disregard their separate identities would
15 result in fraud or injustice.

16 154. Upon information and belief and at all times relevant to this Complaint:
17 Likewise, Boohoo Limited, in actuality, was not really separate from Boohoo USA.
18 Specifically, there is such unity of interest and ownership that separate personalities of the
19 two entities no longer exist and the failure to disregard their separate identities would result
20 in fraud or injustice.

21 155. Upon information and belief and at all times relevant to this Complaint: The
22 Boohoo Companies are all materially involved in the marketing and sale of products to
23 U.S. consumers on the U.S. version of Boohoo's website: <http://us.boohoo.com>. This
24 includes involvement in the false advertising and marketing, deceptive pricing scheme, and
25 other wrongdoing set forth in this Complaint.

26 156. The information forming the basis upon which Plaintiff has formed the beliefs
27 set forth in paragraphs 155 through 178 includes, but is not limited to, the information
28 stated in the ensuing paragraphs.

1 157. Based on annual reports and at all times relevant to this Complaint: Boohoo
2 Group had a controlling interest in and has 100% ownership of Boohoo Limited and
3 Boohoo USA; and Boohoo Limited had a controlling interest in and has 100% ownership
4 of Boohoo USA. Based upon information and belief and at all times relevant to this
5 Complaint: The “subsidiaries” of Boohoo Group (including Boohoo Limited and Boohoo
6 USA) operated like divisions or departments within the larger Boohoo company. Boohoo
7 Group existed for the purpose of exercising dominion and control over the Boohoo
8 Companies, to fund their activities, and to collect their profits. Boohoo Limited acted on
9 behalf of Boohoo Group and was substantially subject to its control. Boohoo USA acted
10 on behalf of both Boohoo Group and Boohoo Limited and was substantially subject to their
11 control.

12 158. Upon information and belief and at all times relevant to this Complaint: The
13 Boohoo Companies are all materially involved in the marketing and sale of products to
14 U.S. consumers on the U.S. version of the company’s website, which can be found at
15 <http://us.boohoo.com>. This includes involvement in the false advertising and marketing,
16 deceptive pricing scheme, and other wrongdoing set forth in this Second Amended
17 Complaint.

18 159. Boohoo Group itself boasts that: “We Are boohoo, the brand behind the
19 clothes helping you to #DOYOURTHING. Our brands, boohoo, boohooMAN,
20 PrettyLittleThing, Nasty Gal, Miss Pap, Karen Millen and Coast design, source, market
21 and sell clothing, shoes, accessories and beauty products. We’ve been doing our thing
22 since 2006 and *we’ve gone global with offices in* Manchester, Burnley, London, Leicester,
23 Paris, *Los Angeles*, and Sydney. We’re always bringing something new with up to 100
24 new pieces hitting site every day. And we’re 24/7 on social with millions of followers.”
25 Boohoo Group sees itself as having “grown from Manchester’s best kept fashion secret to
26 one of the fastest growing *international retailers*,” through the various brands Boohoo
27 Group controls, including boohoo, PrettyLittleThing, and NastyGal.

28 160. Boohoo Group routinely tells investors that it sells its products to customers

1 across the globe, which includes the United States. For example, in one communication to
2 its investors, Boohoo Group states: “Our vision is to lead the fashion e-commerce market
3 *globally*, in a way that delivers for *our* customers, people, suppliers and stakeholders. *Our*
4 *brands* operate along the same principles today as when boohoo was founded in 2006:
5 through *a test and repeat model* that brings the latest trends and fashion inspiration in a
6 matter of weeks to *our customers across the world*.” Similarly, Boohoo Group tells
7 investors: “*Our* brands design, source, market and sell clothing, shoes, accessories and
8 beauty products targeted at 16-40-year-old consumers in the UK and *internationally*.”

9 161. In another communication, Boohoo Group states: “we want to thank *our*
10 *customers, our amazing teams* and our wonderful suppliers for their continued support.”
11 Boohoo itself thus admits that it controls its brands and considers the customers and teams
12 of its various brands its own direct customers and teams. Boohoo Group also boasts of
13 having “5000+ colleagues working across the world,” referring to its employees across its
14 various brands and subsidiaries, including Boohoo USA and Boohoo Limited, as one big
15 collective company would.

16 162. By way of further example, Boohoo Group’s LinkedIn page states they have
17 offices around the world including “Los Angeles,” with PLT listed as one of “our brands.”
18 Boohoo Group admittedly considers the offices and headquarters of its various subsidiaries
19 as its own offices and headquarters within any given country.

20 163. The philosophy of the Boohoo Companies is that they do not open stores, they
21 open “countries” by opening a marketing hub within a country. For example, Boohoo
22 Group controls and directs sales of its boohoo products in the U.S. by controlling and
23 utilizing together Boohoo Limited (one of Boohoo Group’s international “Trading” arms)
24 and Boohoo USA (Boohoo Group’s U.S. “Marketing” hub for the sale of boohoo products
25 in the U.S.).

26 164. Boohoo Limited’s 2019 Annual Report states that its “controlling party is
27 boohoo group plc, [i.e., Boohoo Group].” Boohoo Group’s 2020 Annual Report states that
28 its “financial statements consolidate those of its subsidiaries and the Employee Benefit

1 Trust. All intercompany transactions between group companies are eliminated.” Boohoo
2 Group also boasts that: “Subsidiaries are entities controlled by the group [referring to
3 Boohoo Group]. The group controls an entity when the group is exposed to, or has *rights*
4 *to, variable returns from its involvement with the entity* and *has the ability to affect those*
5 *returns through its power over the entity.*” The same report lists Boohoo Limited and
6 Boohoo USA as “subsidiaries.”

7 165. Upon information and belief and at all times relevant to this Complaint: In or
8 about 2017-18, Boohoo Group, exercising its dominion and control over its various
9 subsidiaries and brands, directed its subsidiaries, including Boohoo, to leverage the over-
10 arching benefits and shared service functions of the collective Boohoo Group. As an
11 example, Boohoo Group and Boohoo Limited directed and caused Boohoo USA to
12 purchase a property at 2135 Bay Street, Los Angeles, California for \$3.5 million, and then
13 to transfer that property to NastyGal USA, Inc. (another Boohoo Group subsidiary Boohoo
14 Group controls) for \$3.5 million. As another example, Boohoo Group directed and caused
15 Boohoo Limited to register Boohoo’s U.S. trademarks for the collective benefit of the
16 Boohoo Companies.

17 166. In August 2019, Boohoo Group issued the following statement concerning the
18 shared supply chain for the Boohoo Companies that supplies products to the U.S., including
19 California: “The boohoo group (‘boohoo group’) is a leading online fashion *retail group*.
20 *Our* brands include boohoo, boohooMAN, PrettyLittleThing, Nasty Gal and MissPap. *Our*
21 *brands* design, source, market and sell clothing, shoes, accessories and beauty products to
22 customers *in almost every country in the world. These products are distributed globally*
23 *from two warehouses in the UK, located in Burnley and in Sheffield.*”

24 167. Indeed, the Boohoo Companies are run and controlled by a common,
25 overlapping group of individuals who hold the same or similar position(s) at each company.
26 The Boohoo Companies run at the control and direction of Mahmud Kamani (“M.
27 Kamani”). M. Kamani is an Executive Director and the Co-founder & Group Executive
28 Chairman of the Boohoo Group; he is also the Chief Executive Officer of Boohoo USA,

1 with an address of “49-51 Dale Street Manchester, England M1 2HF United Kingdom of
2 Great Britain and Northern Ireland (the),” the same address as Boohoo Group and Boohoo
3 Limited’s headquarters. Similarly, Neil Catto (“Catto”), is an Executive Director and Chief
4 Financial Officer of Boohoo Group; he is also the Chief Financial Officer of Boohoo USA
5 with the same Manchester address as M. Kamani. M. Kamani, Catto, and Carol Kane
6 (“Kane”) are also Directors of Boohoo Limited. M. Kamani and Kane controlled Boohoo
7 Limited almost entirely until 2019 when they transferred the company to a holding
8 company, Boohoo Holdings, and took on positions as “Directors.” Nevertheless, Kamani
9 and Kane continue to exercise significant dominance and control over Boohoo Limited
10 along with Boohoo Group; meanwhile Catto runs the finances for the Boohoo Companies.

11 168. As further proof of the absence of any meaningful separateness of Boohoo
12 Group and Boohoo Limited the companies share the same office address located at 49-51
13 Dale Street, Manchester, England M1 2HF. Boohoo Group and Boohoo Limited maintain
14 their U.S. headquarters and principal place of business at Boohoo USA’s headquarters and
15 principal place of business located at 8431 Melrose Place, Los Angeles, CA 90069.
16 Outside of these Los Angeles headquarters, there is no other place within the United States
17 where Boohoo Limited or Boohoo USA have employees, offices, facilities, or any other
18 physical presence.

19 169. Boohoo Group also shares numerous administrative functions across all of its
20 brands, including boohoo, PrettyLittleThing, and Nasty Gal. This includes, among other
21 things, financing, information technology, e-commerce, and procurement of non-stock
22 items.

23 170. Upon information and belief and at all times relevant to this Complaint: In
24 2019, Boohoo Group and Boohoo Limited directed and caused Boohoo USA to move the
25 Boohoo Companies’ collective U.S. principal place of business, office, and marketing hub
26 in the U.S. from New York to Los Angeles, California. Boohoo Group now boasts about
27 having offices in “Los Angeles.” The Boohoo Companies’ U.S. headquarters is presently
28 located at 8431 Melrose Place, Los Angeles, CA 90069. This is a 4,000-square-foot facility

1 that boasts fancy offices and showrooms complete with lounge areas, an acrylic staircase,
2 a fully stocked bar, custom furniture, neon signage, a wraparound balcony, and studio to
3 create content for the Boohoo’s U.S. website.

4 171. Upon information and belief and at all times relevant to this Complaint:
5 Boohoo USA is closely involved with, and responsible in substantial part for, marketing
6 and product direction on <http://us.boohoo.com>. This is the same site from which, as
7 detailed above, certain Plaintiffs and members of the Class purchased items and which
8 caused harm to them as a result of the false advertising and marketing, deceptive pricing
9 scheme, and other wrongdoing described in this Complaint.

10 172. In addition, Boohoo USA collects all credit card payments of U.S. sales. In
11 other words, every time a credit card sale is made in the U.S. on <http://us.boohoo.com>,
12 Boohoo USA receives the money. This money from U.S. sales is later remitted to Boohoo
13 Limited and/or Boohoo Group with a markup, which further demonstrates that they are all
14 in reality one big company.

15 173. Boohoo USA maintains Boohoo Group and Boohoo Limited’s U.S.
16 headquarters and marketing office for the “boohoo” brand in Los Angeles, California, so
17 that the Boohoo Companies can maximize sales to U.S. residents. For example, in its
18 annual report Boohoo Group, which owns 100% of Boohoo USA through Boohoo Limited,
19 describes Boohoo USA’s principal activity as “Marketing,” and identifies the address of
20 Boohoo USA’s Los Angeles headquarters office. Boohoo Limited, which owns 100
21 percent of Boohoo USA, also describes Boohoo USA’s “Principal activity” as
22 “Marketing.”

23 174. There are no physical “Boohoo” retail stores in the U.S. Nor is Plaintiff aware
24 of any “Boohoo” business other than the online sale of clothing, shoes, and accessories.
25 Therefore, the only “marketing” Boohoo USA is engaged in is with regards to the sale of
26 boohoo clothing, shoes, and accessories to U.S. customers on <http://us.boohoo.com>—the
27 same marketing that, as described below, constitutes false advertising in violation of the
28 law.

1 175. Based on the foregoing upon information and belief and at all times relevant
2 to this Complaint: In conjunction with Boohoo USA, Boohoo Group and Boohoo Limited
3 are involved in the operation and marketing aspects of <http://us.boohoo.com>, and in
4 directing the U.S. marketing activities of Boohoo USA in order to directly sell goods in the
5 U.S. market.

6 176. As further proof that Boohoo Group controls the “boohoo” brand through the
7 Boohoo Companies acting as one big company, Boohoo calls the collective companies the
8 “boohoo Family.” The Boohoo Companies operate a careers website stating that “boohoo”
9 as a brand has offices in “Manchester, Burnley, London, Leicester, Paris, and Los
10 Angeles.” When searching for jobs to “BE PART OF THE BOOHOO FAMILY,” users
11 can choose Los Angeles as a location to search. As of August 3, 2020, Boohoo was hiring
12 a permanent “Social Media Coordinator” to be based in Los Angeles as a “[f]ull time
13 employee working out of the boohoo US office in LA,” and “working with the US
14 marketing team and members of the UK social teams.” Under the overarching direction of
15 Boohoo Group, Boohoo Limited in the UK and Boohoo USA in Los Angeles together
16 coordinate the marketing and sales of boohoo products to U.S. and California residents.

17 177. Upon information and belief and at all times relevant to this Complaint: For
18 the collective benefit of the Boohoo Companies, Boohoo USA solicited a paid intern to
19 “[a]ssist on day to day project management and support for the US marketing team
20 (creating and updating proper documents, raising POs, overall marketing admin tasks)[;]
21 [a]ssist in planning and executing overall social media content and campaign strategies
22 from a US perspective for boohoo initiatives (social, paid social, email, web)[;] [a]ssist in
23 provide tracking, analytics, and reporting of performance for all US led campaigns on
24 boohoo platforms[;] [a]ssist in conceptualizing and developing US led initiatives that
25 represent the brand and are consistent with brand identity.”

26 178. Upon information and belief and at all times relevant to this Complaint: In
27 2015, Boohoo Group and Boohoo Limited directed and caused Boohoo USA to sponsor at
28 least one H-1B visa for a “Vice President of Marketing” for the collective benefit of the

1 Boohoo Companies.

2 179. Upon information and belief and at all times relevant to this Complaint:
3 Boohoo Group, through, *inter alia*, M. Kamani, exercised substantial dominion and control
4 over Boohoo Limited and Boohoo USA's operations, disregarded the existence of these
5 entities, failed to maintain an arm's length relationship with these subsidiaries, used
6 substantial assets of these subsidiaries for its own benefit, caused the assets of these
7 subsidiaries to be transferred to itself without adequate consideration in a manner that left
8 the subsidiaries undercapitalized to pay judgments and other such obligations.

9 180. Under the facts and circumstances of this case, adherence to the fiction of
10 separate existence of Boohoo Group, Boohoo Limited, and Boohoo USA would sanction
11 a fraud and promote injustice in that it would allow the Boohoo Companies to use their
12 corporate layering scheme to continue selling goods in the U.S. market without following
13 federal, state, and local laws, and to avoid payment of damages to U.S. residents for injuries
14 caused by the Boohoo Companies acting collectively as one big unit.

15 **B. PLT Defendants**

16 181. Upon information and belief and at all times relevant to this Complaint:
17 Boohoo Group exercised substantial decision-making, discretion, and control over the
18 activities of PLT USA. This included the exercise of substantial decision-making,
19 discretion, and control over PLT USA with respect to its marketing activities relating to
20 the sale of products to all U.S. consumers on the U.S. version of PLT's website:
21 <https://www.prettylittlething.us>. Likewise, PLT USA acted on behalf of Boohoo Group as
22 its agent within California, as well as the entire U.S., and was subject to its control with
23 respect to all its activities, including, without limitation, its marketing activities relating to
24 the sale of products to all U.S. consumers on the U.S. version of PLT's website:
25 <https://www.prettylittlething.us>.

26 182. Upon information and belief and at all times relevant to this Complaint: PLT
27 Limited exercised substantial decision-making, discretion, and control over the activities
28 of PLT USA. This included the exercise of substantial decision-making, discretion, and

1 control over PLT USA with respect to its marketing activities relating to the sale of
2 products to all U.S. consumers on the U.S. version of PLT's website:
3 <https://www.prettylittlething.us>. Likewise, PLT USA acted on behalf of PLT Limited as
4 its agent within California, as well as the entire U.S., and was subject to its control with
5 respect to all of its activities, including, without limitation, its marketing activities relating
6 to the sale of products to all U.S. consumers on the U.S. version of PLT's website:
7 <https://www.prettylittlething.us>.

8 183. Upon information and belief and at all times relevant to this Complaint:
9 Boohoo Group exercised substantial decision-making, discretion, and control over the
10 activities of PLT Limited. This included the exercise of substantial decision-making,
11 discretion, and control over PLT Limited with respect to its marketing activities relating to
12 the sale of products to all U.S. consumers on the U.S. version of PLT's website:
13 <https://www.prettylittlething.us>. Likewise, PLT Limited acted on behalf of Boohoo Group
14 as its agent within California, as well as the entire U.S., and was subject to its control with
15 respect to all of its activities, including, without limitation, its marketing activities relating
16 to the sale of products to all U.S. consumers on the U.S. version of PLT's website:
17 <https://www.prettylittlething.us>.

18 184. Upon information and belief and at all times relevant to this Complaint:
19 Boohoo Group, in actuality, was not really separate from PLT USA or PLT Limited.
20 Specifically, there is such unity of interest and ownership that separate personalities of the
21 three entities no longer exist and the failure to disregard their separate identities would
22 result in fraud or injustice.

23 185. Upon information and belief and at all times relevant to this Complaint:
24 Likewise, PLT Limited, in actuality, was not really separate from PLT USA. Specifically,
25 there is such unity of interest and ownership that separate personalities of the two entities
26 no longer exist and the failure to disregard their separate identities would result in fraud or
27 injustice.

28 186. Upon information and belief and at all times relevant to this Complaint: The

1 Boohoo-PLT Companies are all materially involved in the marketing and sale of products
2 to U.S. consumers on the U.S. version of PLT’s website: <https://www.prettylittlething.us>.
3 This includes involvement in the false advertising and marketing, deceptive pricing
4 scheme, and other wrongdoing set forth in this Complaint.

5 187. The information forming the basis upon which Plaintiff has formed the beliefs
6 set forth in paragraphs 186 through 206 includes, but is not limited to, the information
7 stated in the ensuing paragraphs.

8 188. Based on annual reports and other public sources, at all times relevant to this
9 Complaint: Boohoo Group had a controlling interest in and has 100% ownership of PLT
10 Limited and 100% ownership of PLT USA both directly and through its subsidiaries; and
11 PLT Limited had a controlling interest in and has 100% ownership of PLT USA. Based
12 upon information and belief and at all times relevant to this Complaint: The “subsidiaries”
13 of Boohoo Group (including PLT Limited and PLT USA) operated like divisions or
14 departments within the larger Boohoo company. Boohoo Group existed for purpose of
15 exercising dominion and control over the Boohoo-PLT Companies, to fund their activities,
16 and to collect their profits. PLT Limited acted on behalf of Boohoo Group and was
17 substantially subject to its control. PLT USA acted on behalf of both Boohoo Group and
18 PLT Limited and was substantially subject to their control.

19 189. Upon information and belief and at all times relevant to this Complaint: The
20 Boohoo-PLT Companies are all materially involved in the marketing and sale of products
21 to U.S. consumers on the U.S. version of PLT’s website: <https://www.prettylittlething.us>.
22 This includes involvement in the false advertising and marketing, deceptive pricing
23 scheme, and other wrongdoing set forth in this Complaint.

24 190. As noted above, Boohoo Group itself boasts that: “We Are boohoo, the brand
25 behind the clothes helping you to #DOYOURTHING. Our brands, boohoo, boohooMAN,
26 *PrettyLittleThing*, Nasty Gal, Miss Pap, Karen Millen and Coast design, source, market
27 and sell clothing, shoes, accessories and beauty products. We’ve been doing our thing
28 since 2006 and *we’ve gone global with offices in* Manchester, Burnley, London, Leicester,

1 Paris, *Los Angeles*, and Sydney. We're always bringing something new with up to 100
2 new pieces hitting site every day. And we're 24/7 on social with millions of followers."
3 Boohoo Group sees itself as having "grown from Manchester's best kept fashion secret to
4 one of the fastest growing *international retailers*," through the various brands Boohoo
5 Group controls, including boohoo, PrettyLittleThing, and NastyGal.

6 191. Boohoo Group routinely tells investors that it sells its products to customers
7 across the globe, which includes the United States. For example, in one communication to
8 its investors, Boohoo Group states: "Our vision is to lead the fashion e-commerce market
9 *globally*, in a way that delivers for *our* customers, people, suppliers and stakeholders. *Our*
10 *brands* operate along the same principles today as when boohoo was founded in 2006:
11 through *a test and repeat model* that brings the latest trends and fashion inspiration in a
12 matter of weeks to *our customers across the world*." Similarly, Boohoo Group tells
13 investors: "*Our brands* design, source, market and sell clothing, shoes, accessories and
14 beauty products targeted at 16-40-year-old consumers in the UK and *internationally*."

15 192. In another communication, Boohoo Group states: "we want to thank *our*
16 *customers, our amazing teams* and our wonderful suppliers for their continued support."
17 Boohoo Group itself thus admits that it controls its brands and considers the customers and
18 teams of its various brands its own direct customers and teams. Boohoo Group also boasts
19 of having "5000+ colleagues working across the world," referring to its employees across
20 its various brands and subsidiaries, including PLT USA and PLT Limited, as one big
21 collective company would.

22 193. By way of further example, Boohoo Group's LinkedIn page states they have
23 offices around the world including "*Los Angeles*," with PLT listed as one of "*our brands*."
24 Boohoo Group admittedly considers the offices and headquarters of its various subsidiaries
25 as its own offices and headquarters within any given country.

26 194. The philosophy of the Boohoo-PLT Companies is that they do not open stores,
27 they open "countries" by opening a marketing hub within a country. Boohoo Group thus
28 controls and directs sales of its PLT products in the U.S. market by controlling and utilizing

1 together PLT Limited (one of Boohoo Group’s international “Trading” arm) and PLT USA
2 (Boohoo Group’s U.S. “Marketing” hub for the sale of PLT products in the U.S.).

3 195. PLT Limited’s 2019 Annual Report states that “[t]he company [referring to
4 PLT Limited] *is controlled by boohoo group plc and is included in the consolidated*
5 *financial statements of boohoo group plc.*” Meanwhile, Boohoo Group’s 2020 Annual
6 Report states that its “financial statements consolidate those of its subsidiaries and the
7 Employee Benefit Trust. All intercompany transactions between group companies are
8 eliminated.” Boohoo Group also boasts that: “Subsidiaries are entities controlled by the
9 group [referring to Boohoo Group]. The group controls an entity when the group is exposed
10 to, or has *rights to, variable returns from its involvement with the entity and has the ability*
11 *to affect those returns through its power over the entity.*” The same report lists PLT
12 Limited and PLT USA as “subsidiaries.”

13 196. Upon information and belief and at all times relevant to this Complaint: In or
14 about 2017-18, Boohoo Group, exercising its dominion and control over its various
15 subsidiaries and brands, directed its subsidiaries, including PLT, to leverage the over-
16 arching benefits and shared service functions of the collective Boohoo Group. As an
17 example, Boohoo Group and Boohoo Limited directed and caused Boohoo USA to
18 purchase a property at 2135 Bay Street, Los Angeles, California for \$3.5 million, and then
19 to transfer that property to NastyGal USA, Inc. (another Boohoo Group subsidiary Boohoo
20 Group controls) for \$3.5 million. As another example, Boohoo Group directed and caused
21 PLT Limited to register PLT’s U.S. trademarks for the collective benefit of the Boohoo-
22 PLT Companies.

23 197. In August 2019, Boohoo Group issued the following statement concerning the
24 shared supply chain for the Boohoo-PLT Companies that supplies products to the U.S.:
25 “The boohoo group (“boohoo group”) is a leading online fashion *retail group*. *Our brands*
26 *include boohoo, boohooMAN, PrettyLittleThing, Nasty Gal and MissPap. Our brands*
27 *design, source, market and sell clothing, shoes, accessories and beauty products to*
28 *customers in almost every country in the world. These products are distributed globally*

1 *from two warehouses in the UK, located in Burnley and in Sheffield.”*

2 198. Indeed, the Boohoo-PLT Companies are run and controlled by a common,
3 overlapping group of individuals who hold the same or similar position(s) at each company.
4 The Boohoo-PLT Companies run at the control and direction of Mahmud Kamani. M.
5 Kamani is the co-founder of the Boohoo Group along with Carol Kane. Far from keeping
6 a hands-off approach to operating the PLT business, Boohoo Group acknowledged the
7 additional control its management would need to exert over the PLT business by increasing
8 its executive directors’ base salaries for the increased workload to “reflect the substantial
9 increase in the scale and complexity of the company following of [sic] the acquisitions of
10 Nasty Gal and PLT and the resulting increase in the responsibilities of the executive
11 directors.” The executive directors Boohoo Group was referring to were Mahmud Kamani,
12 Carol Kane, and Neil Catto—all of whom are directors of PLT Limited. Catto is also listed
13 as the “CFO” of Boohoo Group *and* PLT USA. Keri Devine is listed as the “Secretary”
14 for Boohoo Group, PLT Limited, *and* PLT USA. Meanwhile, Mahmud Kamani’s son,
15 Umar Mahmud Kamani, is the CEO of PLT USA. Based on his position at PLT USA,
16 Umar Mahmud Kamani has been reported as saying that he received a five-year U.S. work
17 visa in 2018 and plans to spend the majority of his time working out of West Hollywood,
18 California to grow the PLT brand internationally from within California working directly
19 with and at the overarching direction of PLT Limited and Boohoo Group.

20 199. As further proof of the absence of any meaningful separateness of Boohoo
21 Group and PLT Limited, the companies share the same office address located at 49-51 Dale
22 Street, Manchester, England M1 2HF.

23 200. Boohoo Group also shares numerous administrative functions across all of its
24 brands, including boohoo, PrettyLittleThing, and Nasty Gal. This includes, among other
25 things, financing, information technology, e-commerce, and procurement of non-stock
26 items.

27 201. Upon information and belief and at all times relevant to this Complaint: In
28 2019, Boohoo Group and PLT Limited directed and caused PLT USA to open the Boohoo-

1 PLT Companies' collective U.S. principal place of business, office, and marketing hub in
2 Los Angeles, California. Boohoo Group now boasts about having offices in "*Los*
3 *Angeles.*" The Boohoo-PLT Companies' U.S. headquarters is presently located at 8587
4 Melrose Avenue, Los Angeles, CA 90069. This is a large facility that boasts fancy offices
5 and showrooms complete with lounge areas, a fully stocked bar, custom furniture, neon
6 signage, and a studio to create content for the PLT's U.S. website; the content is shared
7 among and between PLT's various international websites. Umar Mahmud Kamani, PLT
8 USA's CEO was quoted as saying, "There's no brick-and-mortar in the plan. It's more
9 profitable for me, and more beneficial for me, to open a country rather than a store."

10 202. Upon information and belief and at all times relevant to this Complaint: PLT
11 USA is closely involved with, and responsible in substantial part for, marketing on the U.S.
12 version of PLT's website: <https://www.prettylittlething.us> and leveraging the marketing
13 strategy to PLT's international websites, as it works to grow the brand internationally from
14 within the U.S., according to CEO Umar Mahmud Kamani. The U.S. website is the same
15 site from which, as detailed above, Plaintiff and members of the class purchased items and
16 that caused harm to Plaintiff and the class because of the false advertising and marketing,
17 deceptive pricing scheme, and other wrongdoing described in this Complaint.

18 203. In addition, PLT USA collects all credit card payments of U.S. sales. In other
19 words, every time a credit card sale is made in the U.S. on <https://prettylittlething.us>, PLT
20 USA receives the money. This money from U.S. sales is later remitted to PLT Limited
21 and/or Boohoo Group with a markup, which further demonstrates that they are all in reality
22 one big company.

23 204. PLT USA thus maintains Boohoo Group and PLT Limited's U.S.
24 headquarters and marketing office for the "PLT" brand in Los Angeles, California, so that
25 the Boohoo-PLT Companies can maximize sales to U.S. residents and grow the business
26 internationally. For example, in its annual report Boohoo Group, which owns and exercises
27 dominance and control over PLT USA through PLT Limited, describes PLT USA's
28 principal activity as "Marketing," and identifies the address of PLT USA's Los Angeles

1 headquarters office. PLT Limited, which also owns and exercises dominance and control
2 over PLT USA, also describes PLT USA’s “Principal activity” as “Marketing.”

3 205. There are no physical “PLT” retail stores in the U.S. Nor is Plaintiff aware of
4 any “PLT” business other than the online sale of clothing, shoes, and accessories.
5 Therefore, the only “marketing” PLT USA is engaged in is with regards to the sale of
6 “PrettyLittleThing” clothing, shoes, and accessories to U.S. customers on
7 <https://www.prettylittlething.us>—the same marketing that, as described herein, constitutes
8 false advertising in violation of the law.

9 206. Based on the foregoing upon information and belief and at all times relevant
10 to this Complaint: In conjunction with PLT USA, Boohoo Group and PLT Limited are
11 involved in the operation and marketing aspects of <https://www.prettylittlething.us>, and in
12 directing the U.S. marketing activities of PLT USA in order to directly sell goods in the
13 U.S. and California markets.

14 207. Upon information and belief and at all times relevant to this Complaint:
15 Boohoo Group, through M. Kamani, among others, exercised substantial dominion and
16 control over PLT Limited and PLT USA’s operations, disregarded the existence of these
17 entities, failed to maintain an arm’s length relationship with these subsidiaries, used
18 substantial assets of these subsidiaries for its own benefit, caused the assets of these
19 subsidiaries to be transferred to itself without adequate consideration in a manner that left
20 the subsidiaries undercapitalized to pay judgments and other such obligations.

21 208. Under the facts and circumstances of this case, adherence to the fiction of
22 separate existence of Boohoo Group, PLT Limited, and PLT USA would sanction a fraud
23 and promote injustice in that it would allow the Boohoo Companies to use their corporate
24 layering scheme to continue selling goods in U.S. markets without following federal, state,
25 or local laws, and to avoid payment of damages to U.S. residents for injuries caused by the
26 Boohoo Companies acting collectively as one big unit.

27 **C. Nasty Gal Defendants**

28 209. Upon information and belief and at all times relevant to this Complaint:

1 Boohoo Group exercised substantial decision-making, discretion, and control over the
2 activities of Nasty Gal USA. This included the exercise of substantial decision-making,
3 discretion, and control over Nasty Gal USA with respect to its marketing activities relating
4 to the sale of products to all U.S. consumers on the U.S. version of <http://nastygal.com>.
5 Likewise, Nasty Gal USA acted on behalf of Boohoo Group as its agent within California,
6 as well as the entire U.S., and was subject to its control with respect to all of its activities,
7 including, without limitation, its marketing activities relating to the sale of products to all
8 U.S. consumers on the U.S. version of <http://nastygal.com>.

9 210. Upon information and belief and at all times relevant to this Complaint: Nasty
10 Gal Limited exercised substantial decision-making, discretion, and control over the
11 activities of Nasty Gal USA. This included the exercise of substantial decision-making,
12 discretion, and control over Nasty Gal USA with respect to its marketing activities relating
13 to the sale of products to all U.S. consumers on the U.S. version of <http://nastygal.com>.
14 Likewise, Nasty Gal USA acted on behalf of Nasty Gal Limited as its agent within
15 California, as well as the entire U.S., and was subject to its control with respect to all of its
16 activities, including, without limitation, its marketing activities relating to the sale of
17 products to all U.S. consumers on the U.S. version of <http://nastygal.com>.

18 211. Upon information and belief and at all times relevant to this Complaint:
19 Boohoo Group exercised substantial decision-making, discretion, and control over the
20 activities of Nasty Gal Limited. This included the exercise of substantial decision-making,
21 discretion, and control over Nasty Gal Limited with respect to its marketing activities
22 relating to the sale of products to all U.S. consumers on the U.S. version of
23 <http://nastygal.com>. Likewise, Nasty Gal Limited acted on behalf of Boohoo Group as its
24 agent within California, as well as the entire U.S., and was subject to its control with respect
25 to all of its activities, including, without limitation, its marketing activities relating to the
26 sale of products to all U.S. consumers on the U.S. version of <http://nastygal.com>.

27 212. Upon information and belief and at all times relevant to this Complaint:
28 Boohoo Group, in actuality, was not really separate from Nasty Gal USA or Nasty Gal

1 Limited. Specifically, there is such unity of interest and ownership that separate
2 personalities of the three entities no longer exist and the failure to disregard their separate
3 identities would result in fraud or injustice.

4 213. Upon information and belief and at all times relevant to this Complaint:
5 Likewise, Nasty Gal Limited, in actuality, was not really separate from Nasty Gal USA.
6 Specifically, there is such unity of interest and ownership that separate personalities of the
7 two entities no longer exist and the failure to disregard their separate identities would result
8 in fraud or injustice.

9 214. Upon information and belief and at all times relevant to this Complaint: The
10 Boohoo-NG Companies are all materially involved in the marketing and sale of products
11 to U.S. consumers, on the U.S. version of the company's website, located at
12 <http://nastygal.com>. This includes involvement in the false advertising and marketing,
13 deceptive pricing scheme, and other wrongdoing set forth in this Complaint.

14 215. The information forming the basis upon which Plaintiff has formed the beliefs
15 set forth in paragraphs 214 through 245 includes, but is not limited to, the information
16 stated in the ensuing paragraphs.

17 216. Based on annual reports and other public sources at all times relevant to this
18 Complaint: Boohoo Group had a controlling interest in and has 100% ownership of Nasty
19 Gal Limited and 100% ownership in Nasty Gal USA; and Nasty Gal Limited had a
20 controlling interest in, and has 100% ownership of, Nasty Gal USA. Based upon
21 information and belief and at all times relevant to this Complaint: The "subsidiaries" of
22 Boohoo Group (including Nasty Gal Limited and Nasty Gal USA) operated like divisions
23 or departments within the larger Boohoo company. Boohoo Group existed for purpose of
24 exercising dominion and control over the Boohoo-NG Companies, to fund their activities,
25 and to collect their profits. Nasty Gal Limited acted on behalf of Boohoo Group and was
26 substantially subject to its control. Nasty Gal USA acted on behalf of both Boohoo Group
27 and Nasty Gal Limited and was substantially subject to their control.

28 217. Boohoo Group itself boasts that: "We Are boohoo, the brand behind the

1 clothes helping you to #DOYOURTHING. Our brands, boohoo, boohooMAN,
2 PrettyLittleThing, Nasty Gal, Miss Pap, Karen Millen and Coast design, source, market
3 and sell clothing, shoes, accessories and beauty products. We’ve been doing our thing
4 since 2006 and we’ve gone global with offices in Manchester, Burnley, London, Leicester,
5 Paris, Los Angeles, and Sydney. We’re always bringing something new with up to 100
6 new pieces hitting site every day. And we’re 24/7 on social with millions of followers.”
7 Boohoo Group sees itself as having “grown from Manchester’s best kept fashion secret to
8 one of the fastest growing international retailers,” through the various brands Boohoo
9 Group controls, including boohoo, PrettyLittleThing, and Nasty Gal.

10 218. Boohoo Group routinely tells investors that it sells its products to customers
11 across the globe, which includes the United States and, specifically, California. For
12 example, in one communication to its investors, Boohoo Group states: “Our vision is to
13 lead the fashion e-commerce market *globally*, in a way that delivers for *our* customers,
14 people, suppliers and stakeholders. *Our* brands operate along the same principles today as
15 when boohoo was founded in 2006: through *a test and repeat model* that brings the latest
16 trends and fashion inspiration in a matter of weeks to *our customers across the world.*”
17 Similarly, Boohoo Group tells investors: “*Our* brands design, source, market and sell
18 clothing, shoes, accessories and beauty products targeted at 16-40-year-old consumers in
19 the UK and *internationally.*”

20 219. In another communication, Boohoo Group states: “we want to thank *our*
21 *customers, our amazing teams* and our wonderful suppliers for their continued support.”
22 Boohoo Group itself thus admits that it controls its brands and considers customers of its
23 various brands its own direct customers and teams. Boohoo Group also boasts of having
24 “5000+ colleagues working across the world,” referring to its employees across its various
25 brands and subsidiaries, including Nasty Gal USA and Nasty Gal Limited, as one big
26 collective company would.

27 220. Boohoo Group’s own public filings and statements published in the public
28 record make it very clear that it operates in the United States—and in particular, operates

1 Nasty Gal in Los Angeles. For example, in 2018, it stated in its Annual Report: “We
2 opened new offices in Los Angeles for *our* US marketing team and in Manchester for the
3 expanding design, product and buying teams.” By way of further example, Boohoo
4 Group’s LinkedIn page states they have offices around the world, including “Los Angeles,”
5 with Nasty Gal listed as one of “our brands.” Boohoo Group admittedly considers the
6 offices and headquarters of its various subsidiaries as its own offices and headquarters
7 within any given country.

8 221. The philosophy of all the companies owned and controlled by Boohoo Group
9 is that they do not open stores, they open “countries” by opening a marketing hub within a
10 country. For example, Boohoo Group controls and directs sales of its Nasty Gal products
11 in the U.S. by controlling and utilizing together Nasty Gal Limited (Boohoo Group’s
12 international “Trading” arm) and Nasty Gal USA (Boohoo Group’s U.S. “Market” hub).

13 222. Nasty Gal Limited refers to Boohoo Group PLC as its “ultimate parent
14 undertaking and *controlling* party.”

15 223. Boohoo Group’s 2020 Annual Report states that its “financial statements
16 consolidate those of its subsidiaries and the Employee Benefit Trust. All intercompany
17 transactions between group companies are eliminated.” Boohoo Group also boasts that:
18 “Subsidiaries are entities controlled by the group [referring to Boohoo Group]. The group
19 controls an entity when the group is exposed to, or has rights to, variable returns from its
20 involvement with the entity and has the ability to affect those returns through its power
21 over the entity.” The same report lists Nasty Gal Limited and Nasty Gal USA as
22 “subsidiaries.”

23 224. Upon information and belief and at all times relevant to this Complaint: In or
24 about 2017-18, Boohoo Group, exercising its dominion and control over its various
25 subsidiaries and brands, directed Boohoo, Nasty Gal, and PrettyLittleThing to leverage the
26 over-arching benefits and shared service functions of the collective Boohoo Group. As an
27 example, Boohoo Group and Boohoo.com UK Limited directed and caused Boohoo.com
28 USA Inc. to purchase a property at 2135 Bay Street, Los Angeles, California for \$3.5

1 million, and then to transfer that property to Nasty Gal USA for \$3.5 million.

2 225. In August 2019, Boohoo Group issued the following statement concerning the
3 shared supply chain for all the companies owned and controlled by Boohoo Group which
4 supplies products to the U.S., including California: “The boohoo group (‘boohoo group’)
5 is a leading online fashion retail group. Our brands include boohoo, boohooMAN,
6 PrettyLittleThing, Nasty Gal and MissPap. Our brands design, source, market and sell
7 clothing, shoes, accessories and beauty products to customers in almost every country in
8 the world. *These products are distributed globally from two warehouses in the UK, located*
9 *in Burnley and in Sheffield.*”

10 226. Indeed, the Boohoo-NG Companies are run and controlled by a common,
11 overlapping group of individuals who hold the same or similar position(s) at each company.
12 The Boohoo-NG Companies run at the control and direction of Mahmud Kamani. M.
13 Kamani is an Executive Director and the Co-founder & Group Executive Chairman of the
14 Boohoo Group; he is also the Chief Executive Officer of Nasty Gal USA, with an address
15 of 2135 Bay Street, Los Angeles, California 90021,” the same address as Nasty Gal’s U.S.
16 headquarters. Similarly, Neil Catto, is an Executive Director and Chief Financial Officer
17 of Boohoo Group; he is also the Chief Financial Officer of Nasty Gal USA with the same
18 Los Angeles address as M. Kamani. M. Kamani and Catto also run Nasty Gal Limited as
19 Directors.

20 227. In addition to M. Kamani and Catto, Boohoo Group shares the following
21 individuals in an executive management role: Carol Kane (Co-Founder and Executive
22 Director of Boohoo Group and Director of Nasty Gal Limited), John Lyttle (CEO of
23 Boohoo Group and Director of Nasty Gal Limited), Keri Devine (Secretary of both
24 companies),

25 228. Moreover, in addition to M. Kamani and Catto, Allan Pollitt has an executive
26 management role in both Nasty Gal Limited (Director) and Nasty Gal USA (Company
27 Secretary).

28 229. M. Kamani and Carol Kane are also substantial shareholders of Boohoo

1 Group. On information and belief, they also have substantial ownership stakes in Nasty
2 Gal Limited and Nasty Gal USA.

3 230. As further proof of the absence of any meaningful separateness of Boohoo
4 Group and Nasty Gal Limited, the companies share the same office address located at 49-
5 51 Dale Street, Manchester, England M1 2HF.

6 231. Boohoo Group also shares numerous administrative functions across all of its
7 brands, including boohoo, PrettyLittleThing, and Nasty Gal. This includes, among other
8 things, financing, information technology, e-commerce, and procurement of non-stock
9 items.

10 232. The Boohoo-NG Companies' U.S. headquarters is presently located at 2135
11 Bay Street, Los Angeles, CA 90021. Outside of these Los Angeles headquarters, there is
12 no other place within the United States where Nasty Gal Limited or Nasty Gal USA have
13 employees, offices, facilities, or any other physical presence.

14 233. Upon information and belief and at all times relevant to this Complaint: Nasty
15 Gal USA is closely involved with, and responsible in substantial part for, marketing on
16 <http://nastygal.com>. This is the same site from which, as detailed above, certain Plaintiffs
17 and members of the Class purchased items and which caused harm to them as a result of
18 the false advertising and marketing, deceptive pricing scheme, and other wrongdoing
19 described in this Complaint.

20 234. In addition, Nasty Gal USA collects all credit card payments of U.S. sales. In
21 other words, every time a credit card sale is made in the U.S. on <https://nastygal.com>, Nasty
22 Gal USA receives the money. This money from U.S. sales is later remitted to Nasty Gal
23 Limited and/or Boohoo Group with a markup, which further demonstrates that they are all
24 in reality one big company.

25 235. Nasty Gal USA maintains Boohoo Group and Nasty Gal Limited's U.S.
26 headquarters and marketing office for the "Nasty Gal" brand in Los Angeles, California,
27 so that the Boohoo-NG Companies can maximize sales to U.S. residents. For example, in
28 its annual report, Boohoo Group, which owns 100% of Nasty Gal USA through Nasty Gal

1 Limited, describes Nasty Gal USA’s principal activity as “Marketing,” and identifies the
2 address of Nasty Gal USA’s Los Angeles headquarters office. Nasty Gal Limited, which
3 owns 100 percent of Nasty Gal USA, also describes Nasty Gal USA’s “Principal activity”
4 as “Marketing.” Similarly, according to the most recent Statement of Information filed
5 with the California Secretary of State for Nasty Gal USA, the company is engaged in the
6 business of “Marketing services.”

7 236. There are no physical “Nasty Gal” retail stores in the U.S. Nor is Plaintiff
8 aware of any “Nasty Gal” business other than the online sale of clothing, shoes, and
9 accessories. Therefore, the only “marketing” Nasty Gal USA is engaged in is with regards
10 to the sale of “Nasty Gal” clothing, shoes, and accessories to U.S. customers is on
11 <http://nastygal.com>—the same marketing that, as described above, constitutes false
12 advertising in violation of the law.

13 237. Based on the foregoing upon information and belief and at all times relevant
14 to this Complaint: In conjunction with Nasty Gal USA, Boohoo Group and Nasty Gal
15 Limited are involved in the operation and marketing aspects of <http://nastygal.com>, and in
16 directing the U.S. marketing activities of Nasty Gal USA in order to directly sell goods in
17 the U.S. and California markets.

18 238. Under the overarching direction of Boohoo Group, Nasty Gal Limited in the
19 UK and Nasty Gal USA in Los Angeles together coordinate the marketing and sales of
20 “Nasty Gal” products to U.S. and California residents.

21 239. Boohoo Group does not meaningfully distinguish between Nasty Gal Limited
22 and Nasty Gal USA. It instead describes it as one company or brand, “Nasty Gal,” which
23 in 2018, “moved into new office facilities in Los Angeles and in Manchester, adjacent to
24 the boohoo head office” and which “has its roots in Los Angeles . . .”

25 240. On Nasty Gal’s LinkedIn page, the company makes no distinction between
26 Nasty Gal USA and Nasty Gal Limited. Instead, the company is simply listed as “Nasty
27 Gal” with its location as “Los Angeles, CA.” On the About page, the company states:
28 “While we’re rooted in California, we live globally online. Our headquarters are based in

1 Downtown LA and Manchester, UK.” On the same page, the company goes further to
2 describe its unmistakable link to Los Angeles, stating it is “rooted in Los Angeles” with a
3 “head office” in “Downtown LA.” The company underscores a fourth time on the same
4 LinkedIn page that Nasty Gal is linked to Los Angeles, stating that its “Headquarters” are
5 in “Los Angeles, CA.” In fact, below this, Nasty Gal includes an interactive map where
6 visitors can see all of Nasty Gal’s “Locations,” of which, there are only two—Los Angeles
7 and Manchester.

8 241. In various press releases and other communications intended for widespread
9 dissemination, Defendants tell the public that Nasty Gal “is based in Los Angeles.”

10 242. Boohoo.com PLC, which changed its name to Boohoo Group PLC in July
11 2018, acquired the Nasty Gal brand in 2017. Shortly after the completion of the acquisition,
12 Boohoo Group announced the company would continue to be based in Los Angeles.

13 243. Nasty Gal Limited admits it is not self-funded, but instead relies on Boohoo
14 Group, stating in its 2019 Annual Report: “[t]he company is financed by its parent
15 company which has indicated [sic] its willingness to continue to funds [sic] the company’s
16 operations.”

17 244. Similarly, in a section of the 2019 Annual Report describing its “Assessment
18 of prospects and viability,” Nasty Gal Limited admits that it “is funded by its parent
19 company, boohoo.com plc [Boohoo Group’s old name], which has substantial cash
20 resources and is fully supportive of the company.”

21 245. Far from keeping a hands-off approach to operating the Nasty Gal business,
22 Boohoo Group acknowledged the additional control its management would need to exert
23 over the business by increasing its executive directors’ base salaries for the increased
24 workload to “reflect the substantial increase in the scale and complexity of the company
25 following of [sic] the acquisitions of Nasty Gal and PLT and the resulting increase in the
26 responsibilities of the executive directors.” The executive directors Boohoo Group was
27 referring to were Mahmud Kamani, Carol Kane, and Neil Catto—all of whom are directors
28 of Nasty Gal Limited, with M. Kamani and Catto listed as the CEO and CFO, respectively,

1 of Nasty Gal USA, Inc.

2 246. The compensation of the Directors of Nasty Gal Limited are not paid by Nasty
3 Gal Limited; rather, they are paid by Boohoo Group.

4 247. Upon information and belief and at all times relevant to this Complaint:
5 Boohoo Group, through, *inter alia*, M. Kamani, exercised substantial dominion and control
6 over Nasty Gal Limited and Nasty Gal USA's operations, disregarded the existence of these
7 entities, failed to maintain an arm's length relationship with these subsidiaries, used
8 substantial assets of these subsidiaries for its own benefit, caused the assets of these
9 subsidiaries to be transferred to itself without adequate consideration in a manner that left
10 the subsidiaries undercapitalized to pay judgments and other such obligations.

11 248. Upon information and belief and at all times relevant to this Complaint: each
12 of the Defendants herein was an agent, servant, employee, co-conspirator, partner, joint
13 venturer, wholly owned and controlled subsidiary and/or alter ego of each of the remaining
14 Defendants, and was at all times acting within the course and scope of said agency, service,
15 employment, conspiracy, partnership and/or joint venture.

16 249. Defendants, and each of them, aided and abetted, encouraged and rendered
17 substantial assistance in accomplishing the wrongful conduct and their wrongful goals and
18 other wrongdoing complained of herein. In taking action, as particularized herein, to aid
19 and abet and substantially assist the commission of these wrongful acts and other
20 wrongdoings complained of, each of the Defendants acted with an awareness of its primary
21 wrongdoing and realized that its conduct would substantially assist the accomplishment of
22 the wrongful conduct, wrongful goals, and wrongdoing.

23 250. Under the facts and circumstances of this case, Defendants, and each of them,
24 acted with such a unity of interest and/or ownership such that there was no individuality or
25 separateness between them.

26 251. Under the facts and circumstances of this case, adherence to the fiction of
27 separate existence of Boohoo Group, Nasty Gal Limited, and Nasty Gal USA would
28 sanction a fraud and promote injustice in that it would allow the Boohoo-NG Companies

1 to use their corporate layering scheme to continue selling goods in U.S. markets without
 2 following federal, state, or local laws, and to avoid payment of damages to U.S. residents
 3 for injuries caused by the Boohoo-NG Companies acting collectively as one big unit.

4 252. Moreover, based on the foregoing allegations in paragraphs 179 to 249, it is
 5 clear that Boohoo USA, Boohoo Limited, Boohoo Group, PLT USA, PLT Limited, Nasty
 6 Gal USA, and Nasty Gal Limited operated as one big company to market and sell products
 7 throughout the U.S., including California. The Boohoo Group “subsidiaries” (e.g., Boohoo
 8 USA and Boohoo Limited) operated like divisions or departments within the larger Boohoo
 9 company. Therefore, adherence to the fiction of separate existence of Boohoo Group,
 10 Boohoo USA, Boohoo Limited, PLT USA, PLT Limited, Nasty Gal USA, and Nasty Gal
 11 Limited would sanction a fraud and promote injustice in that it would allow the Boohoo-
 12 NG Companies to use their corporate layering scheme to continue selling goods in U.S.
 13 markets without following federal, state, or local laws, and to avoid payment of damages
 14 to U.S. residents for injuries caused by the Boohoo-NG Companies acting collectively as
 15 one big unit

16 253. In sum, under the facts and circumstances of this case, Defendants, and each
 17 of them, acted with such a unity of interest and/or ownership such that there was no
 18 individuality or separateness between them. Defendants are indeed alter egos of one
 19 another and any of their debts and obligations should be fully assigned to all of them.

20 **VII. CLAIMS FOR RELIEF**

21 **FIRST CLAIM FOR RELIEF**

22 **VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW (CAL. BUS. &** 23 **PROF. CODE § 17200, *et seq.*)**

24 **(By All Plaintiffs Against All Defendants on Behalf of the Nationwide Class**
 25 **(Excluding California Purchasers))**

26 254. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
 27 herein.

28 255. California Business and Professions Code section 17200 *et seq.*, also known

1 as the California Unfair Competition Law (“UCL”), prohibits acts of “unfair competition,”
2 including any “unlawful, unfair or fraudulent business act or practice” as well as “unfair,
3 deceptive, untrue or misleading advertising.”

4 256. A cause of action may be brought under the “unlawful” prong of the UCL if
5 a practice violates another law. Such an action borrows violations of other laws and treats
6 these violations, when committed pursuant to business activity, as unlawful practices
7 independently actionable under the UCL.

8 257. Here, by engaging in false advertising, as well as the false, deceptive, and
9 misleading conduct alleged above, Defendants have engaged in unlawful business acts and
10 practices in violation of the UCL, including violations of state and federal laws and
11 regulations, such as 15 U.S.C. § 45(a)(1), 16 C.F.R. § 233.1, California Business &
12 Professions Code sections 17500 and 17501, and California Civil Code sections 1770(a)(9)
13 and 1770(a)(13).

14 258. The Federal Trade Commission Act (“FTCA”) prohibits “unfair or deceptive
15 acts or practices in or affecting commerce[.]” 15 U.S.C. § 45(a)(1). Under FTC regulations,
16 false former pricing schemes similar to the ones employed by Defendants, are deceptive
17 practices that would violate the FTCA:

18 (a) One of the most commonly used forms of bargain advertising is to offer
19 a reduction from the advertiser’s own former price for an article. If the former
20 price is the actual, bona fide price at which the article was offered to the public
21 on a regular basis for a reasonably substantial period of time, it provides a
22 legitimate basis for the advertising of a price comparison. Where the former
23 price is genuine, the bargain being advertised is a true one. If, on the other
24 hand, the former price being advertised is not bona fide but fictitious – for
25 example, where an artificial, inflated price was established for the purpose of
enabling the subsequent offer of a large reduction – the “bargain” being
advertised is a false one; the purchaser is not receiving the unusual value he
expects.

26 (b) A former price is not necessarily fictitious merely because no sales at
27 the advertised price were made. The advertiser should be especially careful,
28 however, in such a case, that the price is one at which the product was openly
and actively offered for sale, for a reasonably substantial period of time, in the

1 recent, regular course of her business, honestly and in good faith – and, of
2 course, not for the purpose of establishing a fictitious higher price on which a
3 deceptive comparison might be based.

4 (c) The following is an example of a price comparison based on a fictitious
5 former price. John Doe is a retailer of Brand X fountain pens, which cost him
6 \$5 each. His usual markup is 50 percent over cost; that is, his regular retail
7 price is \$7.50. In order subsequently to offer an unusual “bargain,” Doe
8 begins offering Brand X at \$10 per pen. He realizes that he will be able to sell
9 no, or very few, pens at this inflated price. But he doesn’t care, for he
10 maintains that price for only a few days. Then he “cuts” the price to its usual
11 level—\$7.50—and advertises: “Terrific Bargain: X Pens, Were \$10, Now
12 Only \$7.50!” This is obviously a false claim. The advertised “bargain” is not
13 genuine.

14 (d) Other illustrations of fictitious price comparisons could be given. An
15 advertiser might use a price at which he never offered the article at all; he
16 might feature a price which was not used in the regular course of business, or
17 which was not used in the recent past but at some remote period in the past,
18 without making disclosure of that fact; he might use a price that was not
19 openly offered to the public, or that was not maintained for a reasonable length
20 of time, but was immediately reduced.

21 259. The FTCA also prohibits the pricing scheme employed by Defendants
22 regardless of whether the product advertisements and representations use the words
23 “regular,” “original,” or “former” price:
24

25 (e) If the former price is set forth in the advertisement, whether
26 accompanied or not by descriptive terminology such as “Regularly,”
27 “Usually,” “Formerly,” etc., the advertiser should make certain that the former
28 price is not a fictitious one. If the former price, or the amount or percentage
of reduction, is not stated in the advertisement, as when the ad merely states,
“Sale,” the advertiser must take care that the amount of reduction is not so
insignificant as to be meaningless. It should be sufficiently large that the
consumer, if he knew what it was, would believe that a genuine bargain or
saving was being offered. An advertiser who claims that an item has been
“Reduced to \$9.99,” when the former price was \$10, is misleading the
consumer, who will understand the claim to mean that a much greater, and not
merely nominal, reduction was being offered.

29 260. Further, as detailed below in the Second Claim for Relief, Defendants’
30 conduct as described herein also violates California false advertising laws. Specifically,

1 California Business & Professions Code section 17500 provides, in relevant part, that it is
2 unlawful for any corporation, with intent directly or indirectly to dispose of personal
3 property, to make or disseminate in any “manner or means whatever, including over the
4 Internet, any statement, concerning that . . . personal property . . . which is untrue or
5 misleading, and which is known, or which by the exercise of reasonable care should be
6 known, to be untrue or misleading[.]”

7 261. California law also expressly prohibits false former pricing schemes like the
8 one employed by Defendants. California Business & Professions Code section 17501,
9 entitled “Worth or value; statements as to former price,” states as follows:

10 For the purpose of this article the worth or value of any thing advertised is the
11 prevailing market price, wholesale if the offer is at wholesale, retail if the offer
12 is at retail, at the time of publication of such advertisement in the locality
13 wherein the advertisement is published.

14 No price shall be advertised as a former price of any advertised thing, unless
15 the alleged former price was the prevailing market price as above defined
16 within three months next immediately preceding the publication of the
17 advertisement or unless the date when the alleged former price did prevail is
18 clearly, exactly and conspicuously stated in the advertisement.

19 262. Moreover, as detailed below in the Third Claim for Relief, Defendants’
20 conduct also violates the California Consumer Legal Remedies Act (“CLRA”). *See* Cal.
21 Civ. Code §§ 1750, *et seq.* More specifically, Defendants violated the CLRA provisions
22 prohibiting businesses from “[a]dvertising goods or services with intent not to sell them as
23 advertised,” Cal. Civ. § 1770(a)(9), and “[m]aking false or misleading statements of fact
24 concerning reasons for, existence of, or amounts of price reductions[.]” Cal. Civ. Code
25 § 1770(a)(13).

26 263. A business act or practice is “unfair” under the UCL if it offends an
27 established public policy or is immoral, unethical, oppressive, unscrupulous or
28 substantially injurious to consumers, and that unfairness is determined by weighing the
alleged victims.

1 264. Here, Defendants’ actions constitute “unfair” business acts or practices
2 because, as alleged above, Defendants engaged in a misleading and deceptive pricing
3 scheme by advertising and representing false Reference Prices and thereby falsely
4 advertising and representing markdowns or “discounts” that were false and inflated.
5 Defendants’ deceptive marketing practice gave consumers the false impression that their
6 products were regularly sold on the market for a substantially higher price in the recent
7 past than they actually were and thus led to the false impression that Defendants’ products
8 were worth more than they actually were. Defendants’ acts and practices thus offended an
9 established public policy, and they engaged in immoral, unethical, oppressive, and
10 unscrupulous activities that are substantially injurious to consumers.

11 265. The harm to Plaintiffs and members of the Class outweighs the utility of
12 Defendants’ practices. There were reasonably available alternatives to further Defendants’
13 legitimate business interests, other than the misleading and deceptive conduct described
14 herein.

15 266. A business act or practice is “fraudulent” within the meaning of the UCL if
16 members of the public are likely to be deceived.

17 267. Here, members of the public are likely to be deceived by Defendants’ conduct
18 as alleged above. Among other things, Defendants affirmatively misrepresented the
19 Reference Prices of their merchandise, which thereby misled and deceived customers into
20 believing that they were buying merchandise from Defendants at substantially marked-
21 down and discounted prices. Defendants’ deceptive marketing practice gave consumers
22 the false impression that their products were regularly sold on the market for a substantially
23 higher price in the recent past than they actually were and thus led to the false impression
24 that Defendants’ products were worth more than they actually were.

25 268. In addition, Defendants had a duty to disclose the truth about their pricing
26 deception, including, among other things, that the Reference Prices advertised and
27 published on the U.S. Websites were not, in fact, prices at which boohoo, PrettyLittleThing,
28 and Nasty Gal items had sold for in the recent past for a reasonably substantial period of

1 time, but that instead, in reality, Defendants’ products rarely (if ever) were offered at the
2 advertised Reference Prices. Defendants also failed to disclose to Plaintiffs and the Class
3 that the Reference Prices were not intended to be based on former prices. Defendants,
4 however, concealed this material information from customers and the general public.
5 Members of the public, therefore, were also likely to be deceived by Defendants’ failure to
6 disclose material information.

7 269. Plaintiffs and each member of the Class suffered an injury in fact and lost
8 money or property as a result of Defendants’ unlawful, unfair, and/or fraudulent business
9 practices, and as a result of Defendants’ unfair, deceptive, untrue or misleading advertising.

10 270. Plaintiffs, on behalf of themselves and the members of the Class, seek
11 restitution and disgorgement of all moneys received by Defendants through the conduct
12 described above.

13 271. Plaintiffs, on behalf of themselves and the members of the Class, seek a
14 temporary, preliminary, and/or permanent injunction from this Court prohibiting
15 Defendants from engaging in the patterns and practices described herein, including but not
16 limited to, putting a stop to their deceptive advertisements and false Reference Prices in
17 connection with their sale of boohoo, PrettyLittleThing, and Nasty Gal products on the
18 U.S. Websites.

19 272. As noted above in the class definition, the Nationwide Class excludes
20 California purchasers of Defendants’ products during the respective class periods defined
21 above. Although there are no California purchasers in the Nationwide Class, the
22 Nationwide Class invokes the UCL on the grounds that Defendants do business in
23 California, Defendants have their principal offices in California for purposes of their U.S.
24 business activities, and a substantial part of marketing for the U.S. Websites occurs in
25 California. *See In re Clorox Consumer Litig.*, 894 F. Supp. 2d 1224, 1237–38 (N.D. Cal.
26 2012). By way of example, Defendants Boohoo.com USA Inc., PrettyLittleThing.com
27 USA Inc., and NastyGal.com USA Inc. (collectively, the “U.S. Entities”) all have their
28 principal place of business in California. These offices are the U.S. headquarters of not

1 only the U.S. Entities, but also of Boohoo Group and the UK Limited Entities. Boohoo
2 Group considers these Los Angeles offices its own. By way of further example, the Class
3 made all credit card payments (and possibly payments using all other methods) for
4 purchases made on the U.S. Websites to the U.S. Entities in California. Plaintiffs have
5 alleged sufficient facts in this Complaint to demonstrate that the Nationwide Class may
6 assert the UCL and other California consumer protection statutes against Defendants in this
7 action.

8 **SECOND CLAIM FOR RELIEF**

9 **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW, CAL. BUS. &**
10 **PROF. CODE § 17500, *et seq.***

11 **(By All Plaintiffs Against All Defendants on Behalf of the Nationwide Class**
12 **(Excluding California Purchasers))**

13 273. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
14 herein.

15 274. The California False Advertising Law, codified at California Business &
16 Professions Code section 17500, *et seq.* (the “FAL”) provides, in relevant part, that it is
17 unlawful for any corporation, with intent directly or indirectly to dispose of personal
18 property, to make or disseminate in any “manner or means whatever, including over the
19 Internet, any statement, concerning that . . . personal property . . . which is untrue or
20 misleading, and which is known, or which by the exercise of reasonable care should be
21 known, to be untrue or misleading[.]” Cal. Bus. & Prof. Code § 17500. The “intent”
22 required by section 17500 is the intent to dispose of property, and not the intent to mislead
23 the public in the disposition of such property.

24 275. Similarly, another section of the FAL provides, in relevant part, that “no price
25 shall be advertised as a former price of any advertised thing, unless the alleged former price
26 was the prevailing market price . . . within three months next immediately preceding the
27 publication of the advertisement or unless the date when the alleged former price did
28 prevail is clearly, exactly, and conspicuously stated in the advertisement.” Cal. Bus. &

1 Prof. Code § 17501.

2 276. Here, Defendants routinely disseminated on their website false Reference
3 Prices for the products offered for sale on their website, including to Plaintiffs. Such
4 statements of Defendants were untrue, or at the very least, were misleading. Among other
5 things, Defendants rarely, if ever, offered boohoo, PrettyLittleThing, or Nasty Gal products
6 on the U.S. Websites at the Reference Prices displayed in connection with their products.
7 Further, Defendants rarely, if ever, offered boohoo, PrettyLittleThing, or Nasty Gal
8 products on the U.S. Websites at the Reference Prices within the three months immediately
9 preceding the publication of the Reference Prices. Defendants thus misled customers,
10 including Plaintiffs, into believing that the Reference Prices are or were genuine original,
11 retail, or former prices and that the “sale” prices relative to the published Reference Prices,
12 in fact, reflected real and substantial discounts. Defendants’ deceptive marketing practice
13 gave consumers the false impression that their products were regularly sold for a
14 substantially higher price in the recent past than they actually were and thus led to the false
15 impression that Defendants’ products were worth more than they actually were.

16 277. Defendants engaged in this deceptive conduct with the intent to dispose of
17 personal property—namely, with the intent to increase the sale of boohoo,
18 PrettyLittleThing, or Nasty Gal products offered by Defendants on the U.S. Websites.

19 278. Defendants knew, or by the exercise of reasonable care should have known,
20 that the Reference Prices for the boohoo, PrettyLittleThing, or Nasty Gal products sold on
21 the U.S. Websites they disseminated were untrue and/or misleading. Among other things,
22 Defendants represented the Reference Prices in connection with the boohoo,
23 PrettyLittleThing, or Nasty Gal products sold on the U.S. Websites even though they knew,
24 or in the exercise of reasonable care should have known, that such products had rarely, if
25 ever, sold at the crossed-out Reference Prices.

26 279. As a direct and proximate result of Defendants’ misleading and false
27 advertisements, Plaintiffs and members of the Class have suffered injury in fact and have
28 lost money. As such, Plaintiffs request that this Court order Defendants to restore this

1 money to Plaintiffs and all members of the Class, and to enjoin Defendants from continuing
2 their false and misleading advertising practices. Otherwise, Plaintiffs, members of the
3 Class, and the broader general public will be irreparably harmed and/or denied an effective
4 and complete remedy.

5 280. As noted above in the class definition, the Nationwide Class excludes
6 California purchasers of Defendants' products during the respective class periods defined
7 above. Although there are no California purchasers in the Nationwide Class, the
8 Nationwide Class invokes the FAL on the grounds that Defendants do business in
9 California, Defendants have their principal offices in California for purposes of their U.S.
10 business activities, and a substantial part of marketing for the U.S. Websites occurs in
11 California. *See In re Clorox Consumer Litig.*, 894 F. Supp. 2d 1224, 1237–38 (N.D. Cal.
12 2012). By way of example, the U.S. Entities all have their principal place of business in
13 California. These offices are the U.S. headquarters of not only the U.S. Entities, but also
14 of Boohoo Group and the UK Limited Entities. Boohoo Group considers these Los
15 Angeles offices its own. By way of further example, the Class made all credit card
16 payments (and possibly payments using all other methods) for purchases made on the U.S.
17 Websites to the U.S. Entities in California. Plaintiffs have alleged sufficient facts in this
18 Complaint to demonstrate that the Nationwide Class may assert the FAL and other
19 California consumer protection statutes against Defendants in this action.

20 **THIRD CLAIM FOR RELIEF**

21 **VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT,**
22 **CAL. CIV. CODE § 1750, *et seq.***

23 **(By All Plaintiffs Against All Defendants on Behalf of the Nationwide Class**
24 **(Excluding California Purchasers))**

25 281. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
26 herein.

27 282. The Consumer Legal Remedies Act of 1970, Cal. Civ. Code sections 1750 *et*
28 *seq.* (the "CLRA") is a California consumer protection statute which allows plaintiffs to

1 bring private civil actions for “unfair methods of competition and unfair or deceptive acts
2 or practices undertaken by any person in a transaction . . . which results in the sale or lease
3 of goods or services to any consumer.” Cal. Civ. Code § 1770(a). The purposes of the
4 CLRA are “to protect consumers against unfair and deceptive business practices and to
5 provide efficient and economical procedures to secure such protection.” Cal. Civ. Code
6 § 1760.

7 283. Plaintiffs and each member of the Class are “consumers” as defined by
8 California Civil Code section 1761(d). Defendants’ sale of their boohoo,
9 PrettyLittleThing, and Nasty Gal products on their website to Plaintiffs and the Class were
10 “transactions” within the meaning of California Civil Code section 1761(e). The products
11 purchased by Plaintiffs and the Class are “goods” within the meaning of California Civil
12 Code section 1761(a).

13 284. Defendants violated and continue to violate the CLRA by engaging in the
14 following practices prohibited by California Civil Code section 1770(a) in transactions
15 with Plaintiffs and the Class which were intended to result in, and did result in, the sale of
16 Defendants’ branded products:

- 17 (a) Advertising goods or services with intent not to sell them as advertised
18 (Cal. Civ. Code § 1770(a)(9)); and
19 (b) Making false or misleading statements of fact concerning reasons for,
20 existence of, or amounts of price reductions (Cal. Civ. Code
21 § 1770(a)(13)).

22 285. With regards to section 1770(a)(9), Defendants advertised and represented
23 their branded products on their website with the “intent not to sell” them as advertised
24 because, among other things, (a) the false Reference Prices advertised in connection with
25 products offered on the U.S. Websites misled and continue to mislead customers into
26 believing the merchandise was previously offered for sale and/or sold at the higher
27 Reference Prices for some reasonably substantial period of time, and (b) Defendants sell
28 their branded products only on their website and thus there is no other channel through

1 which the products have previously been offered for sale and/or sold at the false Reference
2 Prices.

3 286. With regards to section 1770(a)(13), Defendants made false or misleading
4 statements of fact concerning the “existence of” and the “amounts of price reductions”
5 because, among other things, (a) no true price reductions existed—or at the very least, any
6 amounts of price reductions were exaggerated—in that Defendants’ branded merchandise
7 was rarely, if ever, previously offered for sale and/or sold at the higher Reference Prices
8 for a reasonably substantial period of time, (b) Defendants sell their branded products only
9 on the U.S. Websites and thus there is no other channel through which the products have
10 previously been offered for sale and/or sold at the false Reference Price, and (c) the
11 Reference Prices Defendants advertise in connection with their branded products
12 necessarily cannot be former prices or prevailing market prices because Defendants sell
13 their branded products only on the U.S. Websites and thus, the items were never sold
14 elsewhere for any other prices besides the falsely discounted sale prices at which customers
15 bought items from Defendants.

16 287. Pursuant to California Civil Code section 1782(a), Plaintiffs’ counsel will
17 notify Defendants in writing by registered mail, return receipt requested, to the place where
18 the transaction occurred or to Defendants’ principal place of business within California, of
19 the particular violations of Civil Code section 1770 and demand that they rectify the
20 problems associated with the actions detailed above and give notice to all affected
21 consumers of Defendants’ intent to act. If Defendants fail to take necessary and appropriate
22 action to rectify their violations of the CLRA within thirty (30) days of Plaintiffs’ notice,
23 Plaintiffs will amend this Complaint to seek actual, punitive, and statutory damages as
24 appropriate against Defendants under the CLRA. At this time, Plaintiffs seek an injunction
25 for Defendants’ violation of the CLRA to enjoin Defendants’ methods, acts, and practices
26 of deceiving customers through their false and misleading pricing scheme as outlined
27 above.

28 288. As noted above in the class definition, the Nationwide Class excludes

1 California purchasers of Defendants' products during the respective class periods defined
2 above. Although there are no California purchasers in the Nationwide Class, the
3 Nationwide Class invokes the CLRA on the grounds that Defendants do business in
4 California, Defendants have their principal offices in California for purposes of their U.S.
5 business activities, and a substantial part of marketing for the U.S. Websites occurs in
6 California. *See In re Clorox Consumer Litig.*, 894 F. Supp. 2d 1224, 1237–38 (N.D. Cal.
7 2012). By way of example, the U.S. Entities all have their principal place of business in
8 California. These offices are the U.S. headquarters of not only the U.S. Entities, but also
9 of Boohoo Group and the UK Limited Entities. Boohoo Group considers these Los
10 Angeles offices its own. By way of further example, the Class made all credit card
11 payments (and possibly payments using all other methods) for purchases made on the U.S.
12 Websites to the U.S. Entities in California. Plaintiffs have alleged sufficient facts in this
13 Complaint to demonstrate that the Nationwide Class may assert the CLRA and other
14 California consumer protection statutes against Defendants in this action.

15 **FOURTH CLAIM FOR RELIEF**

16 **FRAUD (INTENTIONAL MISREPRESENTATIONS)**

17 **(By All Plaintiffs Against All Defendants on Behalf of the Nationwide Class**
18 **(Excluding California Purchasers), or in the Alternative, By Plaintiffs Habberfield,**
19 **Kalu, and Runnells on behalf of the New York Subclass, Plaintiffs Cachadina,**
20 **Huebner, and Valiente on behalf of the Florida Subclass, Plaintiff Walton on behalf**
21 **of the Maryland Subclass, Plaintiff Murphy on behalf of the Massachusetts**
22 **Subclass, Plaintiff Hill on behalf of the Michigan Subclass, and Plaintiff Stewart on**
23 **behalf of the Ohio Subclass)**

24 289. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
25 herein.

26 290. Defendants uniformly represented to all members of the Class during the
27 Class Periods in connection with their boohoo, PrettyLittleThing, and Nasty Gal branded
28 clothing, accessories, and other items on the U.S. Websites that each item had a Reference

1 Price. They made this uniform representation by displaying on the product description
2 page for each branded item and/or on the thumbnail displays of each product when
3 presented as a list, a Reference Price substantially higher than the offered selling price,
4 which was marked down or discounted from the Reference Price by a specified percentage
5 discount.

6 291. Defendants' Reference Price representations are false. Among other things,
7 Defendants' representations conveyed false information about the items Plaintiffs and the
8 Class purchased, namely that the items they purchased had sold in the recent past for a
9 reasonably substantial period of time at the higher Reference Price displayed on the U.S.
10 Websites and/or in the prevailing market. The truth is that Defendants rarely, if ever,
11 previously offered for sale and/or sold their branded products at the higher Reference Price
12 for any reasonably substantial period of time. Moreover, the Reference Prices Defendants
13 represented in connection with their branded products necessarily cannot be prevailing
14 market prices because Defendants sell their branded products only on their websites and
15 thus, the items were never sold elsewhere for any other price besides the falsely discounted
16 sale price at which customers bought items from Defendants.

17 292. Defendants knew that their representations were false when they made them,
18 or at the very least, they made the representations recklessly and without regard for their
19 truth. In other words, Defendants knew that the items Plaintiffs and the Class purchased
20 had rarely, if ever, sold at the substantially higher Reference Price displayed on the U.S.
21 Websites in the recent past and/or in the prevailing market.

22 293. Defendants' representations were made with the intent that Plaintiffs and the
23 Class rely on the false representations and spend money they otherwise would not have
24 spent, purchase items they otherwise would not have purchased, and/or spend more money
25 for an item than they otherwise would have absent the deceptive marketing scheme.
26 Defendants engaged in this fraud to the Plaintiffs and the Class's detriment in order to
27 increase Defendants' own sales and profits.

28 294. Plaintiffs and the Class reasonably relied on Defendants' representations.

1 Absent Defendants' misrepresentations, Plaintiffs and the Class would not have purchased
2 the items they purchased from Defendants, or, at the very least, they would not have paid
3 as much for the items as they ultimately did. Plaintiffs and the Class's reliance was a
4 substantial factor in causing them harm.

5 295. As a direct and proximate result of the above, Plaintiffs and the Class have
6 suffered damages in an amount to be proven at trial.

7 296. Defendants undertook the aforesaid illegal acts intentionally or with conscious
8 disregard of the rights of Plaintiffs and the Class, and did so with fraud, malice, and/or
9 oppression. Based on the allegations above, Defendants' actions constituted fraud because
10 Defendants intended to and did deceive and injure Plaintiffs and the Class. Based on the
11 allegations above, Defendants' actions constituted malice because Defendants acted with
12 the intent to and did cause injury to Plaintiffs and the Class, and also because Defendants'
13 deceptive conduct was despicable and was done with a willful and knowing disregard of
14 the rights of Plaintiffs and the Class. Based on the allegations above, Defendants' actions
15 constituted oppression because Defendants' deceptive conduct was despicable and
16 subjected Plaintiffs and the Class to cruel and unjust hardship in knowing disregard of their
17 rights.

18 297. As noted above in the class definition, the Nationwide Class excludes
19 California purchasers of Defendants' products during the respective class periods defined
20 above. Plaintiffs assert this common law fraud claim on behalf of the Nationwide Class.
21 In the alternative, Plaintiffs Habberfield, Kalu, and Runnells assert this common law fraud
22 claim on behalf of the New York Subclass under New York law, Plaintiffs Cachadina,
23 Huebner, and Valiente assert this common law fraud claim on behalf of the Florida
24 Subclass under Florida law, Plaintiff Walton asserts this common law fraud claim on behalf
25 of the Maryland Subclass under Maryland law, Plaintiff Murphy asserts this common law
26 fraud claim on behalf of the Massachusetts Subclass under Massachusetts law, Plaintiff
27 Hill asserts this common law fraud claim on behalf of the Michigan Subclass under
28 Michigan law, and Plaintiff Stewart asserts this common law fraud claim on behalf of the

1 Ohio Subclass under Ohio law.

2 **FIFTH CLAIM FOR RELIEF**
3 **FRAUDULENT CONCEALMENT**

4 **(By All Plaintiffs Against All Defendants on Behalf of the Nationwide Class**
5 **(Excluding California Purchasers), or in the Alternative, By Plaintiffs Habberfield,**
6 **Kalu, and Runnells on behalf of the New York Subclass, Plaintiffs Cachadina,**
7 **Huebner, and Valiente on behalf of the Florida Subclass, Plaintiff Walton on behalf**
8 **of the Maryland Subclass, Plaintiff Murphy on behalf of the Massachusetts**
9 **Subclass, Plaintiff Hill on behalf of the Michigan Subclass, and Plaintiff Stewart on**
10 **behalf of the Ohio Subclass)**

11 298. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
12 herein.

13 299. Defendants uniformly disclosed some facts to Plaintiffs and all members of
14 the Class during the Class Periods in connection with their boohoo, PrettyLittleThing, and
15 Nasty Gal branded clothing, accessories, and other items on the U.S. Websites. Namely,
16 Defendants disclosed a Reference Price for each item by displaying on the product
17 description page for each item, as well as the on the thumbnail displays of each product
18 when presented as a list, a Reference Price substantially higher than the offered selling
19 price, which is marked down or discounted from the Reference Price by a specified
20 percentage discount.

21 300. Defendants, however, intentionally failed to disclose other facts, making
22 Defendants' disclosure deceptive. Specifically, Defendants failed to disclose that
23 Defendants rarely, if ever, previously offered for sale and/or sold their branded products at
24 the higher Reference Price for any reasonably substantial period of time. Moreover,
25 Defendants failed to disclose that the Reference Prices necessarily cannot be prevailing
26 market prices because Defendants sell their branded products only on the U.S. Websites
27 and thus, the items were never sold elsewhere for any other price besides the falsely
28 discounted sale price at which customers bought items from Defendants. Defendants also

1 failed to disclose to Plaintiffs and the Class that the Reference Prices were not intended to
2 be based on former prices. As a result, Defendants deceived Plaintiffs and the Class into
3 believing that they were purchasing items at a substantial markdown or discount when, in
4 reality, the false Reference Price and discounting practice artificially inflated the true
5 market value of the items they purchased.

6 301. As a separate basis for concealment, Defendants uniformly and intentionally
7 concealed from Plaintiff and all members of the Class that the items they purchased from
8 Defendants had rarely, if ever, been sold by Defendants in the recent past at the
9 substantially higher Reference Price displayed on Defendants' website and/or in the
10 prevailing market. Defendants also uniformly and intentionally concealed from Plaintiffs
11 and all members of the Class that the Reference Prices were not intended to be based on
12 former prices. These were facts known only to Defendants that Plaintiffs and the Class
13 could not have discovered.

14 302. Plaintiffs and the Class did not know of the concealed facts.

15 303. Defendants intended to deceive Plaintiffs and the Class by concealing the facts
16 described above.

17 304. Had the omitted information been disclosed, Plaintiffs reasonably would have
18 behaved differently. Among other things, Plaintiffs would not have purchased the items
19 he purchased from Defendants, or, at the very least, they would not have paid as much for
20 the items as they ultimately did.

21 305. The omitted information was material and thus, reliance is presumed on a
22 classwide basis. The omitted information related to the price of the items sold on the U.S.
23 Websites and whether Plaintiffs were receiving a true and genuine substantial discount or
24 whether, instead, Plaintiffs were being deceived into buying products through a pricing
25 scheme utilizing fake, artificially inflated original, retail, or former prices. A reasonable
26 person would plainly attach importance to matters affecting pricing in determining his or
27 her purchasing decision.

28 306. As a direct and proximate result of the above, Plaintiffs and the Class have

1 been harmed and suffered damages in an amount to be proven at trial.

2 307. Defendants undertook the aforesaid illegal acts intentionally or with conscious
3 disregard of the rights of Plaintiffs and the Class, and did so with fraud, malice, and/or
4 oppression. Based on the allegations above, Defendants' actions constituted fraud because
5 Defendants intended to and did deceive and injure Plaintiffs and the Class. Based on the
6 allegations above, Defendants' actions constituted malice because Defendants acted with
7 the intent to and did cause injury to Plaintiffs and the Class, and also because Defendants'
8 deceptive conduct was despicable and was done with a willful and knowing disregard of
9 the rights of Plaintiffs and the Class. Based on the allegations above, Defendants' actions
10 constituted oppression because Defendants' deceptive conduct was despicable and
11 subjected Plaintiffs and the Class to cruel and unjust hardship in knowing disregard of their
12 rights.

13 308. As noted above in the class definition, the Nationwide Class excludes
14 California purchasers of Defendants' products during the respective class periods defined
15 above. Plaintiffs assert this common law fraudulent concealment claim on behalf of the
16 Nationwide Class. In the alternative, Plaintiffs Habberfield, Kalu, and Runnells assert this
17 common law fraudulent concealment claim on behalf of the New York Subclass under New
18 York law, Plaintiffs Cachadina, Huebner, and Valiente assert this common law fraudulent
19 concealment claim on behalf of the Florida Subclass under Florida law, Plaintiff Walton
20 asserts this common law fraudulent concealment claim on behalf of the Maryland Subclass
21 under Maryland law, Plaintiff Murphy asserts this common law fraudulent concealment
22 claim on behalf of the Massachusetts Subclass under Massachusetts law, Plaintiff Hill
23 asserts this common law fraudulent concealment claim on behalf of the Michigan Subclass
24 under Michigan law, and Plaintiff Stewart asserts this common law fraudulent concealment
25 claim on behalf of the Ohio Subclass under Ohio law.

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SIXTH CLAIM FOR RELIEF

RESTITUTION FOR UNJUST ENRICHMENT

(By All Plaintiffs Against All Defendants on Behalf of the Nationwide Class (Excluding California Purchasers), or in the Alternative, By Plaintiffs Habberfield, Kalu, and Runnells on behalf of the New York Subclass, Plaintiffs Cachadina, Huebner, and Valiente on behalf of the Florida Subclass, Plaintiff Walton on behalf of the Maryland Subclass, Plaintiff Murphy on behalf of the Massachusetts Subclass, Plaintiff Hill on behalf of the Michigan Subclass, and Plaintiff Stewart on behalf of the Ohio Subclass)

309. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth herein.

310. Plaintiffs brings this restitution claim for relief based on Defendants' unjust enrichment.

311. Defendants actively engaged in, participated in, agreed to, aided and abetted, conspired in, and/or furthered a scheme by which they were unjustly enriched to the detriment of Plaintiffs and the Class.

312. By their wrongful acts and omissions, Defendants, and each of them, were unjustly enriched at the expense of and to the detriment of Plaintiffs and the Class and/or while Plaintiffs and the Class were unjustly deprived. That is, Defendants' unlawful and deceptive pricing scheme induced Plaintiffs and the Class to spend money they otherwise would not have spent, purchase items they otherwise would not have purchased, and/or spend more money for a product than they otherwise would have absent the deceptive advertising.

313. On behalf of the Class, Plaintiffs seek restitution from Defendants, and each of them, and seeks an order of this Court disgorging all payments, commissions, profits, benefits, and other compensation obtained by Defendants, and each of them, from their wrongful conduct.

314. As noted above in the class definition, the Nationwide Class excludes

1 California purchasers of Defendants’ products during the respective class periods defined
2 above. Plaintiffs assert this common law unjust enrichment claim on behalf of the
3 Nationwide Class. In the alternative, Plaintiffs Habberfield, Kalu, and Runnells assert this
4 common law unjust enrichment claim on behalf of the New York Subclass under New York
5 law, Plaintiffs Cachadina, Huebner, and Valiente assert this common law unjust enrichment
6 claim on behalf of the Florida Subclass under Florida law, Plaintiff Walton asserts this
7 common law unjust enrichment claim on behalf of the Maryland Subclass under Maryland
8 law, Plaintiff Murphy asserts this common law unjust enrichment claim on behalf of the
9 Massachusetts Subclass under Massachusetts law, Plaintiff Hill asserts this common law
10 unjust enrichment claim on behalf of the Michigan Subclass under Michigan law, and
11 Plaintiff Stewart asserts this common law unjust enrichment claim on behalf of the Ohio
12 Subclass under Ohio law.

13 **SEVENTH CLAIM FOR RELIEF**

14 **VIOLATION OF NEW YORK STATE CONSUMER PROTECTION STATUTE,**
15 **N.Y. GEN. BUS. LAW §§ 349 and 350**

16 **(By Plaintiffs Habberfield, Kalu, and Runnells Against All Defendants on Behalf of**
17 **the New York Subclass)**

18 315. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
19 herein.

20 316. The elements of a claim for deceptive practices under New York General
21 Business Law sections 349 and 350 are (1) that the act, practice or advertisement was
22 consumer-oriented; (2) that the act, practice or advertisement was misleading in a material
23 respect, and (3) that the plaintiff was injured as a result of the deceptive practice, act or
24 advertisement.

25 317. Defendants are online sellers of clothing, shoes, accessories to consumers on
26 the U.S. Websites. They engaged in a misleading and deceptive pricing scheme by
27 advertising and representing false Reference Prices and thereby falsely advertising and
28 representing markdowns or “discounts” that were false and inflated, as alleged in detail in

1 this Complaint. Therefore, Defendants' acts, practices, and advertisements were
2 consumer-oriented.

3 318. Defendants' acts, practices, and advertisements were misleading in material
4 respects. As noted, Defendants engaged in a misleading and deceptive pricing scheme by
5 advertising and representing false Reference Prices and thereby falsely advertising and
6 representing markdowns or "discounts" that were false and inflated. Plaintiffs Habberfield,
7 Kalu, and Runnells each saw and relied on the false Reference Prices and false discounts,
8 as alleged above. Defendants' deceptive marketing practices gave consumers, including
9 Plaintiffs Habberfield, Kalu, and Runnells, the false impression that their products were
10 regularly sold on the market for a substantially higher price in the recent past than they
11 actually were and thus led to the false impression that Defendants' products were worth
12 more than they actually were.

13 319. In addition, Defendants had a duty to disclose the truth about their pricing
14 deception, including, among other things, that the Reference Prices advertised and
15 published on the U.S. Websites were not, in fact, prices at which boohoo, PrettyLittleThing,
16 and Nasty Gal items had sold for in the recent past for a reasonably substantial period of
17 time, but that instead, in reality, Defendants' products rarely (if ever) were offered at the
18 advertised Reference Prices. Defendants also failed to disclose to Plaintiffs Habberfield,
19 Kalu, and Runnells and the New York Subclass that the Reference Prices were not intended
20 to be based on former prices. Defendants, however, concealed this material information
21 from customers and the general public, including Plaintiffs Habberfield, Kalu, and
22 Runnells.

23 320. Plaintiffs Habberfield, Kalu, and Runnells and each member of the New York
24 Subclass suffered an injury in fact and lost money as a result of Defendants' violations of
25 New York General Business Law sections 349 and 350. They therefore seek restitution
26 and/or damages obtained directly or indirectly by Defendants for their unlawful acts or
27 practices in an amount to be proven at trial.

28 321. Plaintiffs Habberfield, Kalu, and Runnells, on behalf of themselves and the

1 members of the New York Subclass, seek a temporary, preliminary, and/or permanent
2 injunction from this Court prohibiting Defendants from engaging in the patterns and
3 practices described herein, including but not limited to, putting a stop to their deceptive
4 advertisements and false Reference Prices in connection with their sale of boohoo,
5 PrettyLittleThing, and Nasty Gal products on the U.S. Websites.

6 **EIGHTH CLAIM FOR RELIEF**

7 **VIOLATION OF FLORIDA DECEPTIVE & UNFAIR TRADE PRACTICES**

8 **ACT, FLA. STAT. §§ 501.201, *et seq.***

9 **(By Plaintiffs Cachadina, Huebner, and Valiente Against All Defendants on Behalf**
10 **of the Florida Subclass)**

11 322. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
12 herein.

13 323. The elements of a valid claim for violation of the Florida Deceptive and Unfair
14 Trade Practices Act (FDUTPA) claim (1) a deceptive act or unfair practice, (2) causation,
15 and (3) actual damages. A deceptive practice under the FDUTPA is one that is likely to
16 mislead consumers. A party asserting a deceptive trade practice claim need not show actual
17 reliance on the representation or omission at issue.

18 324. Defendants engaged in a deceptive act or unfair practice as alleged throughout
19 this Complaint. As noted, Defendants engaged in a misleading and deceptive pricing
20 scheme by advertising and representing false Reference Prices and thereby falsely
21 advertising and representing markdowns or “discounts” that were false and inflated.
22 Defendants’ deceptive marketing practices gave consumers, including Plaintiffs
23 Cachadina, Huebner, and Valiente, the false impression that their products were regularly
24 sold on the market for a substantially higher price in the recent past than they actually were
25 and thus led to the false impression that Defendants’ products were worth more than they
26 actually were.

27 325. In addition, Defendants had a duty to disclose the truth about their pricing
28 deception, including, among other things, that the Reference Prices advertised and

1 published on the U.S. Websites were not, in fact, prices at which boohoo, PrettyLittleThing,
2 and Nasty Gal items had sold for in the recent past for a reasonably substantial period of
3 time, but that instead, in reality, Defendants' products rarely (if ever) were offered at the
4 advertised Reference Prices. Defendants also failed to disclose to Plaintiffs Cachadina,
5 Huebner, and Valiente and the Florida Subclass that the Reference Prices were not intended
6 to be based on former prices. Defendants, however, concealed this material information
7 from customers and the general public, including Plaintiffs Cachadina, Huebner, and
8 Valiente. These omissions were also deceptive acts and unfair practices.

9 326. Defendants' deceptive acts and unfair practices caused Plaintiffs Cachadina,
10 Huebner, and Valiente, and members of the Florida Subclass, to suffer harm by falsely and
11 artificially inflating the value of the merchandise on the U.S. Websites and misleading them
12 to believe they are buying products at a substantial discount. As a result, Plaintiffs
13 Cachadina, Huebner, and Valiente, and members of the Florida Subclass bought products
14 from Defendants they never would have bought, or at the very least, paid more for products
15 than they otherwise would have if Defendants did not engage in deceptive acts and unfair
16 practices.

17 327. Plaintiffs Cachadina, Huebner, and Valiente, and each member of the Florida
18 Subclass, suffered an injury in fact and actual damages as a result of Defendants' violations
19 of the FDUTPA. They therefore seek damages they incurred as a result of Defendants'
20 deceptive acts and unfair practices in an amount to be proven at trial. Plaintiffs Cachadina,
21 Huebner, and Valiente, and each member of the Florida Subclass, also seek an award of
22 reasonable attorneys' fees under the FDUTPA. Fla. Stat. § 501.2105.

23 328. Plaintiffs Cachadina, Huebner, and Valiente, on behalf of themselves and the
24 members of the Florida Subclass, seek a temporary, preliminary, and/or permanent
25 injunction from this Court prohibiting Defendants from engaging in the patterns and
26 practices described herein, including but not limited to, putting a stop to their deceptive
27 advertisements and false Reference Prices in connection with their sale of boohoo,
28 PrettyLittleThing, and Nasty Gal products on the U.S. Websites.

1 **NINTH CLAIM FOR RELIEF**

2 **VIOLATION OF MARYLAND CONSUMER PROTECTION ACT, MD. CODE**
3 **COM. LAW §§ 13-101, *et seq.***

4 **(By Plaintiff Walton Against All Defendants on Behalf of the Maryland Subclass)**

5 329. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
6 herein.

7 330. The Maryland Consumer Protection Act (MCPA) prohibits unfair, abusive, or
8 deceptive trade practices, including “any [f]alse or misleading oral or written statement . .
9 . which has the capacity, tendency or effect of deceiving or misleading consumers” and
10 “any . . . [f]ailure to state a material fact if the failure deceives or tends to deceive.” Md.
11 Com. Law § 13-301. The elements of a claim under the MCPA are that the defendant’s
12 conduct was (1) an unfair or deceptive practice or misrepresentation that was (2) relied
13 upon, and (3) caused the plaintiff actual injury.

14 331. As alleged throughout this Complaint, Defendants engaged in an unfair or
15 deceptive practice, and made false representations and omissions of material fact. As
16 noted, Defendants engaged in a misleading and deceptive pricing scheme by advertising
17 and representing false Reference Prices and thereby falsely advertising and representing
18 markdowns or “discounts” that were false and inflated. Plaintiff Walton saw and relied on
19 the false Reference Prices and false discounts, as alleged above. Defendants’ deceptive
20 marketing practices gave consumers, including Plaintiff Walton, the false impression that
21 their products were regularly sold on the market for a substantially higher price in the recent
22 past than they actually were and thus led to the false impression that Defendants’ products
23 were worth more than they actually were.

24 332. In addition, Defendants had a duty to disclose the truth about their pricing
25 deception, including, among other things, that the Reference Prices advertised and
26 published on the U.S. Websites were not, in fact, prices at which boohoo, PrettyLittleThing,
27 and Nasty Gal items had sold for in the recent past for a reasonably substantial period of
28 time, but that instead, in reality, Defendants’ products rarely (if ever) were offered at the

1 advertised Reference Prices. Defendants also failed to disclose to Plaintiff Walton and the
2 Maryland Subclass that the Reference Prices were not intended to be based on former
3 prices. Defendants, however, concealed this material information from customers and the
4 general public, including Plaintiff Walton. These omissions were also deceptive and unfair
5 trade practices.

6 333. Defendants' deceptive acts and unfair practices caused Plaintiff Walton and
7 members of the Maryland Subclass to suffer harm by falsely and artificially inflating the
8 value of the merchandise on the U.S. Websites and misleading them to believe they are
9 buying products at a substantial discount. As a result, Plaintiff Walton and members of the
10 Maryland Subclass bought products from Defendants they never would have bought, or at
11 the very least, paid more for products than they otherwise would have if Defendants did
12 not engage in deceptive and unfair trade practices.

13 334. Plaintiff Walton and each member of the Maryland Subclass suffered an
14 injury in fact and actual damages as a result of Defendants' violations of the MCPA. They
15 therefore seek damages they incurred as a result of Defendants' deceptive acts and unfair
16 practices in an amount to be proven at trial. Plaintiff Walton and each member of the
17 Maryland Subclass also seek an award of reasonable attorneys' fees under the MCPA. Md.
18 Code Com. § 13-408(b).

19 335. Plaintiff Walton, on behalf of herself and the members of the Maryland
20 Subclass, seek a temporary, preliminary, and/or permanent injunction from this Court
21 prohibiting Defendants from engaging in the patterns and practices described herein,
22 including but not limited to, putting a stop to their deceptive advertisements and false
23 Reference Prices in connection with their sale of boohoo, PrettyLittleThing, and Nasty Gal
24 products on the U.S. Websites.

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TENTH CLAIM FOR RELIEF

**VIOLATION OF MASSACHUSETTS STATE CONSUMER PROTECTION
LAW, MASS. GEN. LAWS CH. 93A, §§ 1, *et seq.***

**(By Plaintiff Murphy Against All Defendants on Behalf of the Massachusetts
Subclass)**

336. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth herein.

337. Chapter 93A of the Massachusetts General Laws prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Mass. Gen. Laws Ann. Ch. 93A § 2(a). Under Massachusetts law, conduct is unfair or deceptive if it is within at least the penumbra of some common-law, statutory, or other established concept of unfairness or immoral, unethical, oppressive, or unscrupulous. The claim requires a showing that a person who is engaged in trade or business committed an unfair or deceptive trade practice, and that the plaintiff suffered a loss of money or property as a result.

338. As alleged throughout this Complaint, Defendants engaged in unfair or deceptive practices, and made false representations and omissions of material fact. As noted, Defendants engaged in a misleading and deceptive pricing scheme by advertising and representing false Reference Prices and thereby falsely advertising and representing markdowns or “discounts” that were false and inflated. Defendants’ deceptive marketing practices gave consumers, including Plaintiff Murphy, the false impression that their products were regularly sold on the market for a substantially higher price in the recent past than they actually were and thus led to the false impression that Defendants’ products were worth more than they actually were.

339. In addition, Defendants had a duty to disclose the truth about their pricing deception, including, among other things, that the Reference Prices advertised and published on the U.S. Websites were not, in fact, prices at which boohoo, PrettyLittleThing, and Nasty Gal items had sold for in the recent past for a reasonably substantial period of

1 time, but that instead, in reality, Defendants' products rarely (if ever) were offered at the
2 advertised Reference Prices. Defendants also failed to disclose to Plaintiff Murphy and the
3 Massachusetts Subclass that the Reference Prices were not intended to be based on former
4 prices. Defendants, however, concealed this material information from customers and the
5 general public, including Plaintiff Murphy. These omissions were also deceptive and
6 unfair trade practices.

7 340. Defendants' deceptive acts and unfair practices caused Plaintiff Murphy and
8 members of the Massachusetts Subclass to suffer harm by falsely and artificially inflating
9 the value of the merchandise on the U.S. Websites and misleading them to believe they are
10 buying products at a substantial discount. As a result, Plaintiff Murphy and members of
11 the Massachusetts Subclass bought products from Defendants they never would have
12 bought, or at the very least, paid more for products than they otherwise would have if
13 Defendants did not engage in deceptive and unfair trade practices.

14 341. Plaintiff Murphy and each member of the Massachusetts Subclass suffered an
15 injury in fact and actual damages as a result of Defendants' violations of Chapter 93A of
16 the Massachusetts General Laws. They therefore seek damages they incurred as a result of
17 Defendants' deceptive acts and unfair practices in an amount to be proven at trial. Plaintiff
18 Murphy and each member of the Massachusetts Subclass further seek treble damages, or
19 at a minimum, double damages, for Defendants' willful or knowing violation of Chapter
20 93A of the Massachusetts General Laws. Plaintiff Murphy and each member of the
21 Massachusetts Subclass also seek an award of reasonable attorneys' fees. Mass. Gen. Laws
22 ch. 93A, § 9(4).

23 342. Plaintiff Murphy, on behalf of herself and the members of the Massachusetts
24 Subclass, seek a temporary, preliminary, and/or permanent injunction from this Court
25 prohibiting Defendants from engaging in the patterns and practices described herein,
26 including but not limited to, putting a stop to their deceptive advertisements and false
27 Reference Prices in connection with their sale of boohoo, PrettyLittleThing, and Nasty Gal
28 products on the U.S. Websites.

1 343. On information and belief, Plaintiffs allege that Defendants do not have a
2 place of business or assets within the State of Massachusetts. A pre-suit demand letter
3 under section 9(3) of Chapter 93A of the Massachusetts General Laws was therefore not
4 required prior to the filing of this action.

5 **ELEVENTH CLAIM FOR RELIEF**

6 **VIOLATION OF MICHIGAN CONSUMER PROTECTION ACT, MICH. COMP.**

7 **LAWS §§ 445.901, *et seq.***

8 **(By Plaintiff Nicole Hill Against All Defendants on Behalf of the Michigan Subclass)**

9 344. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth
10 herein.

11 345. The Michigan Consumer Protection Act (Michigan CPA) identifies a lengthy
12 list of actionable unfair, unconscionable, or deceptive methods, acts, or practices in the
13 conduct of trade or commerce which may form the basis of an actionable claim for violation
14 of the Michigan CPA. The provisions of the Michigan CPA are virtually identical to those
15 in the CLRA. For the same reasons alleged in Plaintiffs' third claim for relief for violation
16 of the CLRA, Plaintiff Hill and the Michigan Subclass have alleged a valid claim against
17 Defendants for violation of the Michigan CPA.

18 346. Plaintiff Hill and each member of the Michigan Subclass suffered an injury in
19 fact and actual damages as a result of Defendants' violations of the Michigan CPA. They
20 therefore seek damages they incurred as a result of Defendants' deceptive acts and unfair
21 practices in an amount to be proven at trial.

22 347. Plaintiff Hill, on behalf of herself and the members of the Michigan Subclass,
23 seek a temporary, preliminary, and/or permanent injunction from this Court prohibiting
24 Defendants from engaging in the patterns and practices described herein, including but not
25 limited to, putting a stop to their deceptive advertisements and false Reference Prices in
26 connection with their sale of boohoo, PrettyLittleThing, and Nasty Gal products on the
27 U.S. Websites.

28

TWELFTH CLAIM FOR RELIEF

VIOLATION OF OHIO CONSUMER SALES PRACTICES ACT, OHIO REV.

CODE §§ 1345.01, *et seq.*

(By Plaintiff Nicole Stewart Against All Defendants on Behalf of the Ohio Subclass)

348. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth herein.

349. The Ohio Consumer Sales Practices Act (OCSPA) provides a private right of action to consumers for “unfair or deceptive act[s] or practice[s] in connection with a consumer transaction.” Ohio Rev. Code Ann. §§ 1345.02(A), 1345.09(A). Under the OCSPA, a claim is valid where the defendant performed an act or omission that was unfair or deceptive, and the alleged act impacted the plaintiff’s decision to purchase the item at issue. An OCSPA claim premised on affirmative conduct generally requires that the plaintiff allege she saw or was aware of the alleged misrepresentations at any time before or during the purchase of the product at issue. Omissions are actionable under the OCSPA if they concern a matter that is or is likely to be material to a consumer’s decision to purchase the product or service involved.

350. As alleged throughout this Complaint, Defendants engaged in an unfair or deceptive practice, and made false representations and omissions of material fact. As noted, Defendants engaged in a misleading and deceptive pricing scheme by advertising and representing false Reference Prices and thereby falsely advertising and representing markdowns or “discounts” that were false and inflated. Plaintiff Stewart saw and relied on the false Reference Prices and false discounts, as alleged above. Defendants’ deceptive marketing practices gave consumers, including Plaintiff Stewart, the false impression that their products were regularly sold on the market for a substantially higher price in the recent past than they actually were and thus led to the false impression that Defendants’ products were worth more than they actually were.

351. In addition, Defendants had a duty to disclose the truth about their pricing deception, including, among other things, that the Reference Prices advertised and

1 published on the U.S. Websites were not, in fact, prices at which boohoo, PrettyLittleThing,
2 and Nasty Gal items had sold for in the recent past for a reasonably substantial period of
3 time, but that instead, in reality, Defendants' products rarely (if ever) were offered at the
4 advertised Reference Prices. Defendants also failed to disclose to Plaintiff Stewart and the
5 Ohio Subclass that the Reference Prices were not intended to be based on former prices.
6 Defendants, however, concealed this material information from customers and the general
7 public, including Plaintiff Stewart. These omissions were also deceptive and unfair trade
8 practices.

9 352. The omitted information was material because it related to the price of the
10 items sold on the U.S. Websites and whether Plaintiffs were receiving a true and genuine
11 substantial discount or whether, instead, Plaintiffs were being deceived into buying
12 products through a pricing scheme utilizing fake, artificially inflated original, retail, or
13 former prices. A reasonable person would plainly attach importance to matters affecting
14 pricing in determining his or her purchasing decision.

15 353. Defendants' deceptive acts and unfair practices impacted the decisions of
16 Plaintiff Stewart and members of the Ohio Subclass to purchase the falsely inflated
17 merchandise from Defendants. More specifically, Defendants' falsely and artificially
18 inflated the value of the merchandise on the U.S. Websites by advertising false Reference
19 Prices and misleading Plaintiff Stewart and the Ohio Subclass to believe they are buying
20 products at a substantial discount. As a result, Plaintiff Stewart and members of the Ohio
21 Subclass bought products from Defendants they never would have bought, or at the very
22 least, paid more for products than they otherwise would have if Defendants did not engage
23 in deceptive and unfair trade practices.

24 354. Also relevant to the OCSPA, Defendants were on notice that their conduct as
25 alleged herein was deceptive or unconscionable by virtue of Rule 109:4-3-12 of the Ohio
26 Administrative Code, which states, in part, that "[i]t is deceptive for a supplier in its out-
27 of-store advertising to make any price comparison by the use of such terms as . . . '
28 . . per cent off,' 'reduced from to,' [or] 'save \$.,' unless: (a)

1 The comparison is to the supplier’s regular price; or (b) If the reference price is the regular
2 price of a previous season, the season and year are clearly and conspicuously disclosed; or
3 (c) There is language in the advertisement which clearly and conspicuously discloses that
4 the comparison is to another price and which discloses the nature of the reference price.”
5 Ohio Adm. Code 109:4–3–12(E)(1).

6 355. Plaintiff Stewart and each member of the Ohio Subclass suffered an injury in
7 fact and actual damages as a result of Defendants’ violations of the OCSPA. They therefore
8 seek damages they incurred as a result of Defendants’ deceptive acts and unfair practices
9 in an amount to be proven at trial. Plaintiff Stewart and each member of the Ohio Subclass
10 also seek an award of reasonable attorneys’ fees because Defendants knowingly committed
11 an act or practice that violates the OCSPA. Ohio Rev. Code Ann. § 1345.09(F).

12 356. Plaintiff Stewart, on behalf of herself and the members of the Ohio Subclass,
13 seek a temporary, preliminary, and/or permanent injunction from this Court prohibiting
14 Defendants from engaging in the patterns and practices described herein, including but not
15 limited to, putting a stop to their deceptive advertisements and false Reference Prices in
16 connection with their sale of boohoo, PrettyLittleThing, and Nasty Gal products on the
17 U.S. Websites.

18 **VIII. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them,
20 as follows:

21 **ON THE FIRST CLAIM FOR RELIEF FOR VIOLATIONS OF THE UNFAIR**
22 **COMPETITION LAW (CAL. BUS. & PROF. CODE §§ 17200 *et seq.*)**

23 1. For an order certifying that the action be maintained as a class action under
24 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
25 Plaintiffs be designated the class representatives, and that undersigned counsel be
26 designated as class counsel.

27 2. For an injunction putting a stop to the deceptive and misleading conduct
28 described herein and ordering Defendants to correct their deceptive and misleading

1 advertising and pricing practices.

2 3. For an award of restitution and disgorgement of moneys paid that Defendants
3 obtained as a result of their unlawful, unfair, and fraudulent business practices, and as a
4 result of their unfair, deceptive, untrue, and misleading advertising, all as described above,
5 in an amount to be proven at trial, which exceeds \$250 Million.

6 4. For an award of equitable and declaratory relief.

7 5. For pre and post judgment interest and costs of suit incurred herein.

8 6. For attorneys' fees incurred herein pursuant to California Code of Civil
9 Procedure section 1021.5, or to the extent otherwise permitted by law.

10 7. For such other and further relief as the Court may deem just and proper.

11 **ON THE SECOND CLAIM FOR RELIEF FOR VIOLATIONS OF THE FALSE**
12 **ADVERTISING LAW (CAL. BUS. & PROF. CODE §§ 17500 *et seq.*)**

13 1. For an order certifying that the action be maintained as a class action under
14 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
15 Plaintiffs be designated the class representatives, and that undersigned counsel be
16 designated as class counsel.

17 2. For an injunction putting a stop to the deceptive and misleading conduct
18 described herein and ordering Defendants to correct their deceptive and misleading
19 advertising and pricing practices.

20 3. For an award of restitution and disgorgement of moneys paid that Defendants
21 obtained as a result of their unfair, deceptive, untrue, and misleading advertising, all as
22 described above, in an amount to be proven at trial, which exceeds \$250 Million.

23 4. For an award of equitable and declaratory relief.

24 5. For pre and post judgment interest and costs of suit incurred herein.

25 6. For attorneys' fees incurred herein pursuant to California Code of Civil
26 Procedure section 1021.5, or to the extent otherwise permitted by law.

27 7. For such other and further relief as the Court may deem just and proper.

28

1 **ON THE THIRD CLAIM FOR RELIEF FOR VIOLATIONS OF THE**
2 **CONSUMER LEGAL REMEDIES ACT (CAL. CIV. CODE §§ 1750 *et seq.*)**

3 1. For an order certifying that the action be maintained as a class action under
4 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
5 Plaintiffs be designated the class representatives, and that undersigned counsel be
6 designated as class counsel.

7 2. For an injunction putting a stop to the deceptive and misleading conduct
8 described herein and ordering Defendants to correct their deceptive and misleading
9 advertising and pricing practices.

10 3. For leave to amend the operative complaint pursuant to California Civil Code
11 section 1782(d) and/or any other basis the Court deems just and proper.

12 4. For pre and post judgment interest and costs of suit incurred herein.

13 5. For attorneys' fees incurred herein pursuant to California Civil Code section
14 1780, or to the extent otherwise permitted by law.

15 6. For such other and further relief as the Court may deem just and proper.

16 **ON THE FOURTH CLAIM FOR RELIEF FOR FRAUD (AFFIRMATIVE**
17 **MISREPRESENTATIONS)**

18 1. For an order certifying that the action be maintained as a class action under
19 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
20 Plaintiffs be designated the class representatives on behalf of the Nationwide Class, on in
21 the alternative, that Plaintiffs Habberfield, Kalu, and Runnells be designated the class
22 representatives on behalf of the New York Subclass, that Plaintiffs Cachadina, Huebner,
23 and Valiente be designated the class representatives on behalf of the Florida Subclass, that
24 Plaintiff Walton be designated the class representative on behalf of the Maryland Subclass,
25 that Plaintiff Murphy be designated the class representative on behalf of the Massachusetts
26 Subclass, that Plaintiff Hill be designated the class representative on behalf of the Michigan
27 Subclass, that Plaintiff Stewart be designated the class representative on behalf of the Ohio
28 Subclass, and that undersigned counsel be designated as class counsel.

1 2. For compensatory damages in an amount to be proven at trial, which exceeds
2 \$250 Million.

3 3. For punitive damages in an amount sufficient to punish Defendants and to
4 deter them from engaging in wrongful conduct in the future.

5 4. For pre and post judgment interest and costs of suit incurred herein.

6 5. For attorneys' fees incurred herein pursuant to California Code of Civil
7 Procedure section 1021.5, or to the extent otherwise permitted by law.

8 6. For such other and further relief as the Court may deem just and proper.

9 **ON THE FIFTH CLAIM FOR RELIEF FOR FRAUDULENT CONCEALMENT**

10 1. For an order certifying that the action be maintained as a class action under
11 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
12 Plaintiffs be designated the class representatives on behalf of the Nationwide Class, on in
13 the alternative, that Plaintiffs Habberfield, Kalu, and Runnells be designated the class
14 representatives on behalf of the New York Subclass, that Plaintiffs Cachadina, Huebner,
15 and Valiente be designated the class representatives on behalf of the Florida Subclass, that
16 Plaintiff Walton be designated the class representative on behalf of the Maryland Subclass,
17 that Plaintiff Murphy be designated the class representative on behalf of the Massachusetts
18 Subclass, that Plaintiff Hill be designated the class representative on behalf of the Michigan
19 Subclass, that Plaintiff Stewart be designated the class representative on behalf of the Ohio
20 Subclass, and that undersigned counsel be designated as class counsel.

21 2. For compensatory damages in an amount to be proven at trial, which exceed
22 \$250 Million.

23 3. For punitive damages in an amount sufficient to punish Defendants and to
24 deter them from engaging in wrongful conduct in the future.

25 4. For pre and post judgment interest and costs of suit incurred herein.

26 5. For attorneys' fees incurred herein pursuant to California Code of Civil
27 Procedure section 1021.5, or to the extent otherwise permitted by law.

28 6. For such other and further relief as the Court may deem just and proper.

ON THE SIXTH CLAIM FOR RELIEF FOR UNJUST ENRICHMENT

1
2 1. For an order certifying that the action be maintained as a class action under
3 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
4 Plaintiffs be designated the class representatives on behalf of the Nationwide Class, on in
5 the alternative, that Plaintiffs Habberfield, Kalu, and Runnells be designated the class
6 representatives on behalf of the New York Subclass, that Plaintiffs Cachadina, Huebner,
7 and Valiente be designated the class representatives on behalf of the Florida Subclass, that
8 Plaintiff Walton be designated the class representative on behalf of the Maryland Subclass,
9 that Plaintiff Murphy be designated the class representative on behalf of the Massachusetts
10 Subclass, that Plaintiff Hill be designated the class representative on behalf of the Michigan
11 Subclass, that Plaintiff Stewart be designated the class representative on behalf of the Ohio
12 Subclass, and that undersigned counsel be designated as class counsel.

13 2. For an award of restitution and disgorgement of moneys paid that Defendants
14 obtained as a result of their deceptive pricing and advertising, all as described above, in an
15 amount to be proven at trial, which exceeds \$250 Million.

16 3. For pre and post judgment interest and costs of suit incurred herein.

17 4. For attorneys' fees incurred herein pursuant to California Code of Civil
18 Procedure section 1021.5, or to the extent otherwise permitted by law.

19 5. For such other and further relief as the Court may deem just and proper.

20 **ON THE SEVENTH CLAIM FOR RELIEF FOR VIOLATION OF NEW YORK**
21 **STATE CONSUMER PROTECTION STATUTE (N.Y. GEN. BUS. LAW §§ 349**
22 **AND 350)**

23 1. For an order certifying that the action be maintained as a class action under
24 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
25 Plaintiffs Habberfield, Kalu, and Runnells be designated the class representatives on behalf
26 of the New York Subclass, and that undersigned counsel be designated as class counsel.

27 2. For an injunction putting a stop to the deceptive and misleading conduct
28 described herein and ordering Defendants to correct their deceptive and misleading

1 advertising and pricing practices.

2 3. For an award of damages and/or restitution of moneys paid that Defendants
3 obtained directly or indirectly for their unlawful acts or practices, all as described above,
4 in an amount to be proven at trial.

5 4. For pre and post judgment interest and costs of suit incurred herein.

6 5. For such other and further relief as the Court may deem just and proper.

7 **ON THE EIGHTH CLAIM FOR RELIEF FOR VIOLATION OF FLORIDA**
8 **DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (FLA. STAT. §§ 501.201,**
9 **et seq.)**

10 1. For an order certifying that the action be maintained as a class action under
11 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
12 Plaintiffs Cachadina, Valiente, and Huebner be designated the class representatives on
13 behalf of the Florida Subclass, and that undersigned counsel be designated as class counsel.

14 2. For an injunction putting a stop to the deceptive and misleading conduct
15 described herein and ordering Defendants to correct their deceptive and misleading
16 advertising and pricing practices.

17 3. For an award of damages incurred as a result of Defendants' deceptive acts
18 and unfair practices in an amount to be proven at trial.

19 4. For an award of attorneys' fees incurred in connection with this action
20 pursuant to section 501.2105 of the Florida Statutes, or to the extent otherwise permitted
21 by law.

22 5. For pre and post judgment interest and costs of suit incurred herein.

23 6. For such other and further relief as the Court may deem just and proper.

24 **ON THE NINTH CLAIM FOR RELIEF FOR VIOLATION OF THE**
25 **MARYLAND CONSUMER PROTECTION ACT (MD. CODE COM. LAW §§ 13-**
26 **101, et seq.)**

27 1. For an order certifying that the action be maintained as a class action under
28 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that

1 Plaintiff Walton be designated the class representative on behalf of the Maryland Subclass,
2 and that undersigned counsel be designated as class counsel.

3 2. For an injunction putting a stop to the deceptive and misleading conduct
4 described herein and ordering Defendants to correct their deceptive and misleading
5 advertising and pricing practices.

6 3. For an award of damages incurred as a result of Defendants' deceptive acts
7 and unfair practices in an amount to be proven at trial.

8 4. For an award of attorneys' fees incurred in connection with this action
9 pursuant to section 13-408(b) of the Maryland Code of Commercial Law, or to the extent
10 otherwise permitted by law.

11 5. For pre and post judgment interest and costs of suit incurred herein.

12 6. For such other and further relief as the Court may deem just and proper.

13 **ON THE TENTH CLAIM FOR RELIEF FOR VIOLATION OF THE**
14 **MASSACHUSETTS STATE CONSUMER PROTECTION LAW (MASS. GEN.**
15 **LAWS CH. 93A, §§ 1, *et seq.*)**

16 1. For an order certifying that the action be maintained as a class action under
17 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
18 Plaintiff Murphy be designated the class representative on behalf of the Massachusetts
19 Subclass, and that undersigned counsel be designated as class counsel.

20 2. For an injunction putting a stop to the deceptive and misleading conduct
21 described herein and ordering Defendants to correct their deceptive and misleading
22 advertising and pricing practices.

23 3. For an award of damages incurred as a result of Defendants' deceptive acts
24 and unfair practices in an amount to be proven at trial.

25 4. For an award of attorneys' fees incurred in connection with this action
26 pursuant to Chapter 93A of the Massachusetts General Laws, or to the extent otherwise
27 permitted by law.

28 5. For an award of treble damages, or at a minimum, double damages, for

1 Defendants' willful or knowing violation of Chapter 93A of the Massachusetts General
2 Laws.

3 6. For pre and post judgment interest and costs of suit incurred herein.

4 7. For such other and further relief as the Court may deem just and proper.

5 **ON THE ELEVENTH CLAIM FOR RELIEF FOR VIOLATION OF THE**
6 **MICHIGAN CONSUMER PROTECTION ACT (MICH. COMP. LAWS §§**
7 **445.901, *et seq.*)**

8 1. For an order certifying that the action be maintained as a class action under
9 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
10 Plaintiff Hill be designated the class representative on behalf of the Michigan Subclass,
11 and that undersigned counsel be designated as class counsel.

12 2. For an injunction putting a stop to the deceptive and misleading conduct
13 described herein and ordering Defendants to correct their deceptive and misleading
14 advertising and pricing practices.

15 3. For an award of damages incurred as a result of Defendants' deceptive acts
16 and unfair practices in an amount to be proven at trial.

17 4. For pre and post judgment interest and costs of suit incurred herein.

18 5. For such other and further relief as the Court may deem just and proper.

19 **ON THE TWELTH CLAIM FOR RELIEF FOR VIOLATION OF THE OHIO**
20 **CONSUMER SALES PRACTICES ACT (OHIO REV. CODE §§ 1345.01, *et seq.*)**

21 1. For an order certifying that the action be maintained as a class action under
22 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
23 Plaintiff Stewart be designated the class representative on behalf of the Ohio Subclass, and
24 that undersigned counsel be designated as class counsel.

25 2. For an injunction putting a stop to the deceptive and misleading conduct
26 described herein and ordering Defendants to correct their deceptive and misleading
27 advertising and pricing practices.

28 3. For an award of damages incurred as a result of Defendants' deceptive acts

1 and unfair practices in an amount to be proven at trial.

2 4. For an award of attorneys’ fees incurred in connection with this action
3 pursuant to Ohio Revised Code section 1345.09(F), or to the extent otherwise permitted by
4 law.

5 5. For pre and post judgment interest and costs of suit incurred herein.

6 6. For such other and further relief as the Court may deem just and proper.

7
8 **JURY DEMAND**

9 Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand
10 a trial by jury on all triable issues.

11
12 Dated: June 22, 2022

ALMADANI LAW

13 By: /s/ Yasin M. Almadani
14 Yasin M. Almadani, Esq.

15
16 AI LAW, PLC

17 By: /s/ Ahmed Ibrahim
18 Ahmed Ibrahim, Esq.

19 Attorneys for Plaintiffs, Individually and
20 On Behalf of All Others Similarly Situated