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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

**SECOND 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 Nicole Stewart, Me’Lisa Thimot, and Marika Walton (collectively, “Plaintiffs”), on behalf
4 of themselves and all others similarly situated, hereby allege the following at all times
5 relevant to this complaint:

6 **I. BACKGROUND**

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

16
17 ¹ To be clear, this action is NOT being filed on behalf of California class members. The
18 claims of California class members have been settled pursuant to a written settlement
19 agreement dated May 20, 2022 in the three class actions consolidated for pretrial purposes
20 pending before this Court entitled *Khan v. Boohoo.com USA, Inc., et al.*, No. 2:20-CV-
21 03332-GW-JEMx, *Hilton v. PrettyLittleThing.com USA, Inc., et al.*, No. 2:20-CV-04658,
22 and *Lee v. NastyGal.com USA, Inc., et al.*, No. 2:20-CV-04659. On June 3, 2022, this
23 Court granted preliminary approval of the class settlement in the aforementioned actions.
24 (See Docket Entry No. 158 in *Khan v. Boohoo.com USA, Inc., et al.*, No. 2:20-CV-03332-
25 GW-JEMx.). This action is brought by the Plaintiffs named herein on behalf of a
26 nationwide class of purchasers of Defendants’ products, *excluding* California purchasers,
27 during the respective class periods defined below, or alternatively, on behalf of subclasses
28 of purchasers from New York, Florida, Maryland, Massachusetts, Michigan, Ohio, and
Illinois. At no time did any of the Plaintiffs named herein intend to bring any claims on
behalf of California purchasers. The amendments to this Second 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 Second Amended
Complaint, wherever there is a reference to “websites,” this refers to sales using both the
website and the mobile application.

1 day during a “50% OFF EVERYTHING SALE” who buys a dress “on sale” for \$20 based
2 on a crossed-out reference price of \$40 is being misled. This is deception because that
3 dress has rarely, if ever, been sold in the recent past on the site for \$40. Further, because
4 Defendants’ websites are the only channel through which Boohoo products are sold,
5 Boohoo cannot justifiably claim that another retailer has sold that dress for \$40. In other
6 words, Defendants’ “sales” are not really sales at all. They are a scam. All the reference
7 prices on Defendants’ websites are fake. They are not original, regular, retail, or former
8 prices. They are inflated prices posted to lure unsuspecting customers into jumping at a
9 fake “bargain.” That is, Defendants engage in this deceptive advertising and pricing
10 scheme to give customers the false impression that they are getting a deal or bargain when
11 in reality they are being swindled by fake sales and promotions. As a result, customers are
12 deceived into spending money they otherwise would not have spent, purchasing items they
13 otherwise would not have purchased, and/or spending more money for an item than they
14 otherwise would have absent the deceptive marketing. By this action, Plaintiffs seek to put
15 an immediate end to Defendants’ untruthful marketing practices and recover restitution and
16 damages on behalf of all persons who have fallen victim to Defendants’ sham sales by
17 purchasing products on Defendants’ websites during the class periods defined below.

18 **II. PARTIES**

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

1 12. Plaintiff Me’Lisa Thimot is a citizen of the State of Illinois.

2 13. Plaintiff Marika Walton is a citizen of the State of New York.

3 14. Defendant Boohoo.com USA, Inc. (“Boohoo USA”) is a Delaware
4 corporation and is headquartered in the County of Los Angeles within the State of
5 California, where it has its principal place of business.

6 15. Defendant Boohoo.com UK Limited (“Boohoo Limited”) is a private limited
7 company organized and existing under the laws of the United Kingdom. Boohoo Limited
8 is the parent company of Boohoo USA.

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

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

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

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

23 20. Defendant Nasty Gal Limited is a private limited company organized and
24 existing under the laws of the United Kingdom. Nasty Gal Limited is the parent company
25 of Nasty Gal USA.

26 21. The true names and capacities of defendants DOES 1 through 10, inclusive,
27 whether individual, plural, corporate, partnership, associate or otherwise, are not known to
28 Plaintiffs, who therefore sue said defendants by such fictitious names. Plaintiffs are

1 informed and believe and thereon allege that each of the defendants designated herein as
2 DOE is in some manner responsible for the acts and occurrences set forth herein. Plaintiffs
3 will seek leave of court to amend this Complaint to show the true names and capacities of
4 defendants DOES 1 through 10, inclusive, as well as the manner in which each DOE
5 defendant is responsible, when the same have been ascertained. DOES 1 through 10 shall
6 be included within the definition of “Boohoo Companies” and “Defendants.”

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

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

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

26 **III. JURISDICTION AND VENUE**

27 25. This Court has subject matter jurisdiction over this action pursuant to the Class
28 Action Fairness Act of 2005 and 28 U.S.C. § 1332 because the total matter in controversy

1 exceeds \$5 Million and there are over 100 members of the proposed class. Further, at least
2 one member of the proposed class is a citizen of a State within the United States and at
3 least one defendant is the citizen or subject of a foreign state.

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

10 **IV. GENERAL ALLEGATIONS**

11 **A. Background of Boohoo**

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

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

23 29. Boohoo offers customers a wide range of boohoo apparel, accessories, and
24 other products for both men and women. Products for women include, among other items,
25 dresses, tops, jeans, sleepwear, swimwear, and shoes. Similarly, for men, Boohoo offers a
26 broad range of products including, among other items, shirts, jackets, tracksuits,
27 sweatshirts, pants, and shoes. Because Defendants sell their “boohoo” products (i.e.,
28 “boohoo”-branded items or items made primarily for Boohoo containing other branding)

1 exclusively, or almost exclusively, on their website, there is no other regular price or
2 market price for their products they sell other than the price on the company’s own website.

3 **B. Background of PrettyLittleThing**

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

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

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

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

22 **C. Background of Nasty Gal**

23 34. Nasty Gal (referring to NastyGal.com USA Inc., Nasty Gal Limited, and
24 Boohoo Group PLC) is an online clothing, shoes, and accessories company founded in
25 2006 in San Francisco. In 2010, the company moved its headquarters to Los Angeles and
26 in the ensuing years, opened retail stores in the Los Angeles area (which have since closed).

27 35. The company is now based in Los Angeles and according to public filings, the
28 company acknowledges that “[t]he brand has its roots in Los Angeles” with its principal

1 market in the U.S. All products are sold under the company’s own “Nasty Gal” label.
2 Nasty Gal exclusively sells its products on its website at <http://nastygal.com>. Nasty Gal’s
3 marketing emphasizes its bargains and vast online presence, including 6 million followers
4 on social media. The company claims it has nearly one million active customers.

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

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

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

26 38. However, this Reference Price is almost always, if not always, a falsely
27 inflated price because Defendants very rarely—if ever for a week or two at the beginning
28 of the life cycle of a product but certainly not for the majority of the product’s life cycle—

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

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

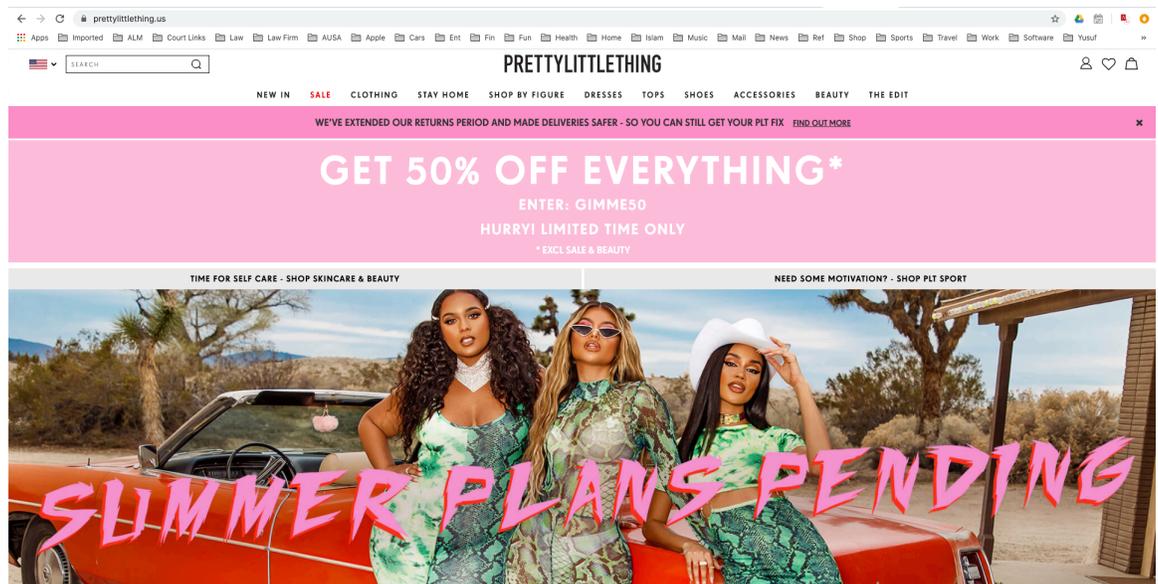
19 **\$20.00 (60% OFF) ~~\$50.00~~**

20 40. Defendants further reinforce the false conception that the customer has
21 received a deep discount off of an original, retail, or regular price during the order process.
22 More specifically, Defendants include a line item for the "Discount" or "Promotions
23 included" that the customer has received, which computes the amount of the supposed
24 "Discount" or "Promotion" corresponding to the percentage markdown from the false
25 Reference Price the customer purportedly benefited from according to each product's
26 individual product description page. This phantom "Discount" or "Promotion" appears in
27 the final order confirmation and receipt displayed to customers and delivered to customers
28 by e-mail after the order has been completed and payment has been made. By doing so,

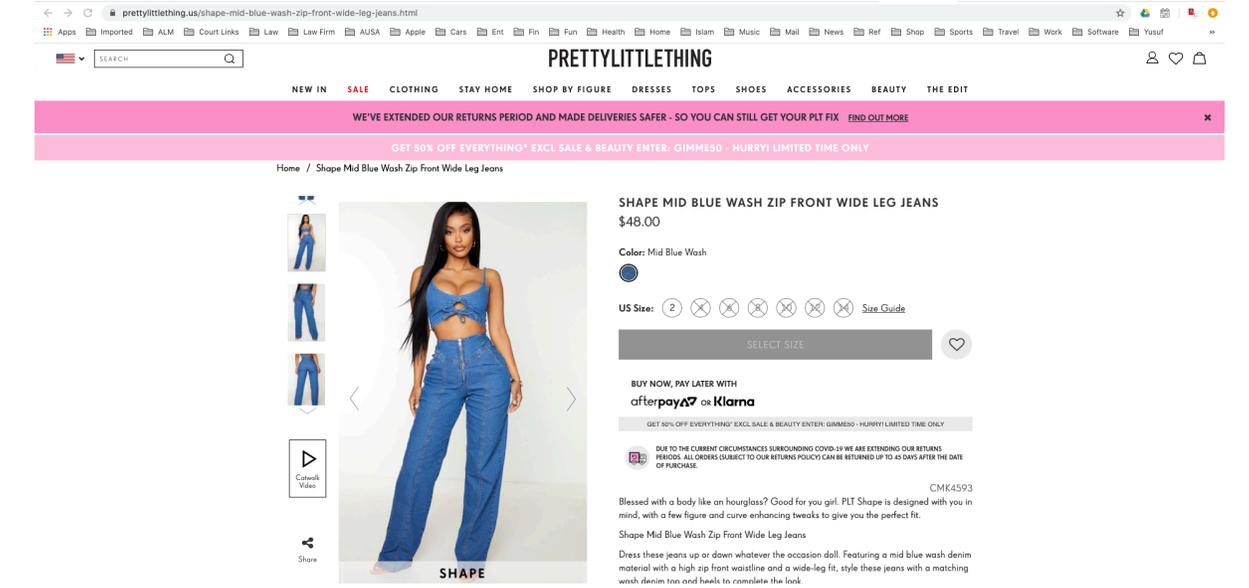
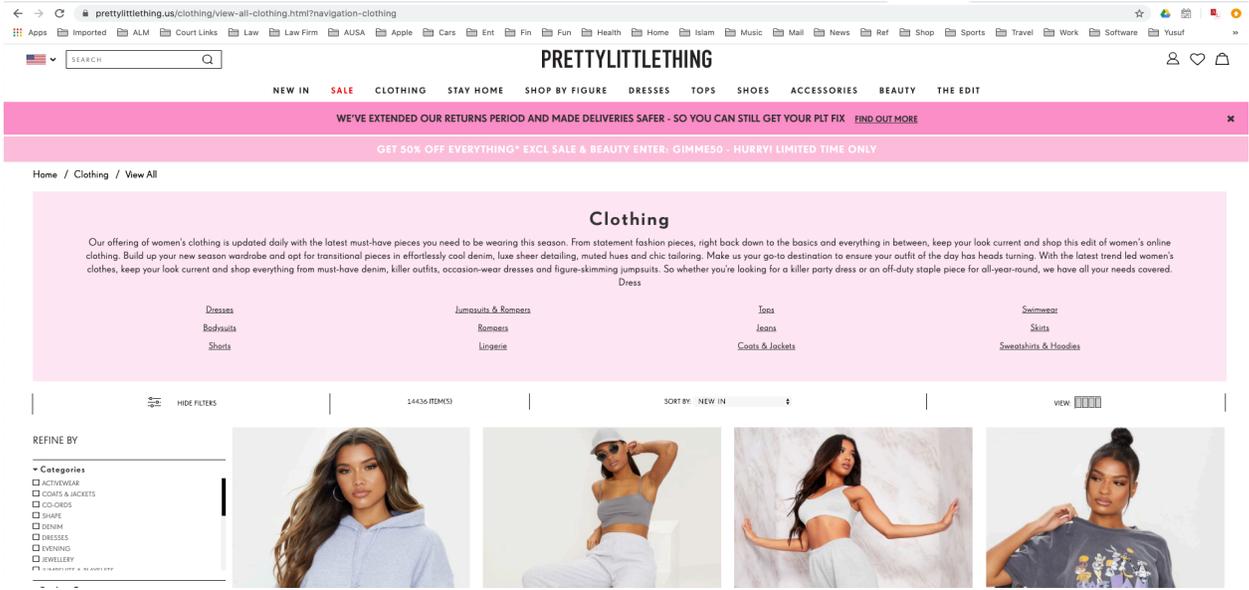
1 Defendants not only deceive the customer with the sham sale, but then further use that
2 deception to build goodwill to lure customers back for more fake “sales” and “discounts.”

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

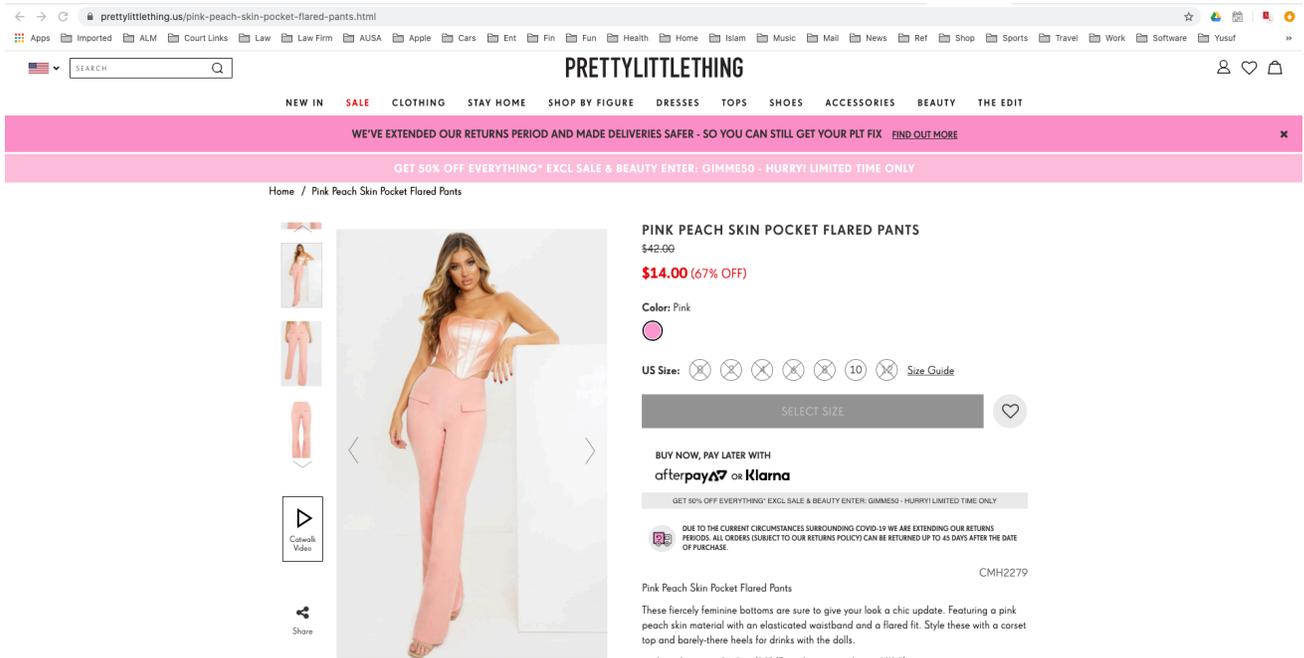
9 42. By way of further example, on May 14, 2020, PLT’s landing page
10 prominently displayed the statement “GET 50% OFF EVERYTHING,” “Hurry! Limited
11 Time Only.”



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



43. 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.



44. Using signs, banners, promo codes, discounts, crossed-out prices, and other similar methods throughout the shopping and ordering process, PLT continually reinforces the false perception that the customer is receiving a deep discount off of a former retail or regular price when this is not true at all. Even at checkout, PLT usually displays a crossed out Reference Price as a fake former price and includes a line item for the total “Discount” that the customer has allegedly received. The following graphic reflects an example:

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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>

Subtotal: \$262.00
USA Standard: \$6.99
Coupon code: Gimme50
Discount: \$131.00
Sales Tax: \$10.85
Total amount: \$148.84

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.”

45. 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 46. 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 47. 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 48. 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 49. 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 50. 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 51. 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 52. 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 53. 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 54. 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 55. 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 56. 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 57. 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 58. 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 59. 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 60. 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 61. 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 62. 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 63. 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 64. 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 65. 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 66. 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 67. 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 68. 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 69. 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 70. 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 71. 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 72. 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 73. 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 74. 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 75. 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 76. 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 77. 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 78. 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 79. 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 80. 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 81. 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 82. 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 83. 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 84. 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 85. 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 86. 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 87. 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 88. 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 89. 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 90. 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 91. 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

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 96. 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 97. 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 98. Plaintiff Lisa Murphy ("Murphy") fell victim to Defendants' false advertising
19 and deceptive pricing practices.

20 99. 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.

1 100. 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.

5 101. 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.

12 102. 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)**

19 103. 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.

22 104. 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.

5 105. 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.

15 106. 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.

19 107. 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.

26 108. 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)**

5 109. 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.

10 110. 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.

19 111. 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.

2 112. 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.

11 113. 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.

19 114. 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.

27 115. 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.

6 116. 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.

10 117. 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.

18 118. 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 **11. Plaintiff Me’Lisa Thimot (Illinois)**

25 119. Plaintiff Me’Lisa Thimot (“Thimot”) fell victim to Defendants’ false
26 advertising and deceptive pricing practices. Between May 7, 2018, and September 24,
27 2020, Thimot placed five (5) orders from Boohoo’s U.S. website to shop for clothing and
28 shoes.

1 120. On or about May 7, 2018, Thimot visited Boohoo’s U.S. website to shop for
2 clothing from her home in the State of Illinois. Thimot saw on the website that Boohoo
3 was running an “Up to 80% Off” sitewide sale that day. Thimot browsed the site and
4 observed that all or substantially all of the products offered had a sale price that was a
5 substantial discount off the Reference Price. She found and selected an Alice Embroidered
6 Skate Dress and a Kirsty All Over Embroidered Skate Dress and added the items to her
7 shopping cart, with the items displayed by Boohoo as each having a Reference Price and a
8 substantially lower sale price.

9 121. On or about May 15, 2018, Thimot visited Boohoo’s U.S. website to shop for
10 clothing from her home in the State of Illinois. Thimot saw on the website that Boohoo
11 was running an “Up to 80% Off” sitewide sale that day. Thimot browsed the site and
12 observed that all or substantially all of the products offered had a sale price that was a
13 substantial discount off the Reference Price. She found and selected an Alicia NYPD Sleep
14 Tee, Viola Stripe Blazer – Short Co-ord, Jasmine 2 Part Heels, and Tia Chunky Cleated
15 Heel Chelsea Boots, and added the items to her shopping cart, with the items displayed by
16 Boohoo as each having a Reference Price and a substantially lower sale price.

17 122. On or about August 12, 2020, Thimot visited Boohoo’s U.S. website to shop
18 for clothing from her home in the State of Illinois. Thimot saw on the website that Boohoo
19 was running a “60% Off Everything” sale that day. Thimot browsed the site and observed
20 that the products offered each had a Reference Price that was crossed out and a sale price
21 that was at least 60% off the crossed-out Reference Price. She found and selected a Wool
22 Blend Herringbone Double Breasted Overcoat and added it to her shopping cart, with the
23 item displayed by Boohoo as having a Reference Price and a sale price of at least 60% off.
24 The Reference Price was displayed as a substantially higher price containing a
25 strikethrough.

26 123. On or about August 17, 2020, Thimot visited Boohoo’s U.S. website to shop
27 for clothing from her home in the State of Illinois. Thimot saw on the website that Boohoo
28 was running a “50% Off Everything” sale that day. Thimot browsed the site and observed

1 that the products offered each had a Reference Price that was crossed out and a sale price
2 that was at least 50% off the crossed-out Reference Price. She found and selected a
3 Contrast Lapel Leopard Print Blazer and a Check Ruffle Hem Smock Dress, and added the
4 items to her shopping cart, with the items displayed by Boohoo as each having a Reference
5 Price and a sale price of at least 50% off. The Reference Prices were displayed as
6 substantially higher prices containing a strikethrough.

7 124. On or about September 24, 2020, Thimot visited Boohoo's U.S. website to
8 shop for clothing from her home in the State of Illinois. Thimot saw on the website that
9 Boohoo was running a "40% Off Everything" sale that day. Thimot browsed the site and
10 observed that the products offered each had a Reference Price that was crossed out and a
11 sale price that was at least 40% off the crossed-out Reference Price. She found and selected
12 a Striped Suit Two-Piece and a Ribbed Seamless Longline Lounge Bra, and added the items
13 to her shopping cart, with the items displayed by Boohoo as each having a Reference Price
14 and a sale price of at least 40% off. The Reference Prices were displayed as substantially
15 higher prices containing a strikethrough.

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

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

27 127. The truth, however, is that the products Thimot purchased were not
28 substantially marked down or discounted, or at the very least, any discount she was

1 receiving had been grossly exaggerated. That is because none of the products Thimot
2 bought had been offered for sale on Boohoo’s website for any reasonably substantial period
3 of time (if ever) at the full Reference Prices. Those Reference Prices were fake prices used
4 in Boohoo’s deceptive marketing scheme.

5 **12. Plaintiff Marika Walton (New York)**

6 128. Plaintiff Marika Walton (“M Walton”) fell victim to Defendants’ false
7 advertising and deceptive pricing practices. Between September 5, 2017, and June 8, 2020,
8 M Walton placed three (3) orders from Boohoo’s U.S. website to shop for clothing and
9 accessories.

10 129. On or about September 5, 2017, M Walton visited Boohoo’s U.S. website to
11 shop for clothing from her home in the State of New York. She saw on the website that
12 Boohoo was running a “60% Off Everything” sale that day. She browsed the site and
13 observed that the products offered each had a Reference Price that was crossed out and a
14 sale price that was at least 60% off the crossed-out Reference Price. She found and selected
15 two Scarlett Tailored Cape Tux Jumpsuits (one in black and one in ivory) and added the
16 items to her shopping cart, with the items displayed by Boohoo as each having a Reference
17 Price and a sale price of at least 60% off. The Reference Prices were displayed as
18 substantially higher prices containing a strikethrough.

19 130. On or about September 27, 2017, M Walton visited Boohoo’s U.S. website to
20 shop for clothing from her home in the State of New York. She saw on the website that
21 Boohoo was running a “50% Off Everything” sale that day. She browsed the site and
22 observed that the products offered each had a Reference Price that was crossed out and a
23 sale price that was at least 50% off the crossed-out Reference Price. She found and selected
24 a Boutique Margot Open Shoulder Fishtail Maxi Dress, Mona Sports Trim Jumpsuit, Mai
25 Sweetheart Off Shoulder Midi Dress, and Boutique Kiko Embroidered Hem Mesh Maxi
26 Dress, and added the items to her shopping cart, with the items displayed by Boohoo as
27 each having a Reference Price and a sale price of at least 50% off. The Reference Prices
28 were displayed as substantially higher prices containing a strikethrough.

1 131. On or about June 8, 2020, M Walton visited Boohoo’s U.S. website to shop
2 for clothing and accessories from her home in the State of New York. She saw on the
3 website that Boohoo was running a “50% Off Everything” sale that day. She browsed the
4 site and observed that the products offered each had a Reference Price that was crossed out
5 and a sale price that was at least 50% off the crossed-out Reference Price. She found and
6 selected a pair of Tonal Stripe Tie Waist Linen Look Beach Pants, a Maxi Beach Kaftan,
7 Scoop Back Swimsuit, Bride Tassel Beach Dress, Tall Rope Waist Belt Swimsuit, Tall
8 Snake Print Plunge Swimsuit, Crepe Cuffed Bell Sleeve Mini Tie Kimono, Bride Vibes
9 Jersey Robe, Satin Bride Robe, Camo Print Easy Wear Top, Orange Camo Print Swim
10 Shorts, Neon Plunge Lace Up Back Swimsuit, Off the Shoulder Wide Leg Extreme Cape
11 Jumpsuit, Ruffle Back High Neck Maxi Dress, Ginger Ray Bride Headband, Ginger Ray
12 Bride to Be Sash, Ginger Ray From Miss to Mrs Bunting Banner, Ginger Ray Rose Gold
13 Advice Card, Leopard Print High Neck Pussybow Blouse, and Petite Basic T-Shirt, and
14 added the items to her shopping cart, with the items displayed by Boohoo as each having a
15 Reference Price and a sale price of at least 50% off. The Reference Prices were displayed
16 as substantially higher prices containing a strikethrough.

17 132. At no point during any of her visits to the Boohoo website did M Walton see
18 a disclosure or disclaimer explaining that the Reference Price was not intended to be the
19 former price of the product offered on the site, what the Reference Price meant, or how
20 Boohoo came up with the Reference Price.

21 133. M Walton 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. M Walton thus relied on Boohoo’s
25 representations that each of the products referenced above was truly on sale and being sold
26 at a substantial markdown or discount, and thereby fell victim to the deception intended by
27 Boohoo. The items M Walton ordered were delivered to her in New York.

28 134. The truth, however, is that the products M Walton purchased were not

1 substantially marked down or discounted, or at the very least, any discount she was
2 receiving had been grossly exaggerated. That is because none of the products M Walton
3 bought had been offered for sale on Boohoo’s website for any reasonably substantial period
4 of time (if ever) at the full Reference Prices. Those Reference Prices were fake prices used
5 in Boohoo’s deceptive marketing scheme.

6 135. At all times relevant to this complaint, Defendants knew that the Reference
7 Prices advertised on their U.S. websites were fake and artificially inflated and intentionally
8 used them in their deceptive pricing scheme on their websites to increase sales and profits
9 by misleading Plaintiffs and members of the putative class to believe that they were buying
10 products at a substantial discount. Defendants thereby induced customers to buy products
11 they never would have bought—or at the very least, to pay more for merchandise than they
12 otherwise would have if Defendants were simply being truthful about their “sales.”

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

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

20 137. The effectiveness of Defendants’ deceitful pricing scheme is backed up by
21 longstanding scholarly research. In the seminal article entitled *Comparative Price*
22 *Advertising: Informative or Deceptive?* (cited in *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098,
23 1106 (9th Cir. 2013), Professors Dhruv Grewal and Larry D. Compeau write that, “[b]y
24 creating an impression of savings, the presence of a higher reference price enhances
25 subjects’ perceived value and willingness to buy the product.” Dhruv Grewal & Larry D.
26 Compeau, *Comparative Price Advertising: Informative or Deceptive?*, 11 J. Pub. Pol’y &
27 Mktg. 52, 55 (Spring 1992). Thus, “empirical studies indicate that, *as discount size*
28 *increases, consumers’ perceptions of value and their willingness to buy the product*

1 *increase*, while their intention to search for a lower price decreases.” *Id.* at 56 (emphasis
2 added). For this reason, the Ninth Circuit in *Hinojos* held that a plaintiff making a claim
3 of deceptive pricing (strikingly similar to the claim at issue here) had standing to pursue
4 his claim against the defendant retailer. In doing so, the Court observed that
5 “[m]isinformation about a product’s ‘normal’ price is . . . significant to many consumers
6 in the same way as a false product label would be.” *Hinojos*, 718 F.3d at 1106.

7 138. Professors Compeau and Grewal reached similar conclusions in a 2002 article:
8 “decades of research support the conclusion that advertised reference prices do indeed
9 enhance consumers’ perceptions of the value of the deal.” Dhruv Grewal & Larry D.
10 Compeau, *Comparative Price Advertising: Believe It Or Not*, J. of Consumer Affairs, Vol.
11 36, No. 2, at 287 (Winter 2002). The professors also found that “[c]onsumers are
12 influenced by comparison prices *even when the stated reference prices are implausibly*
13 *high.*” *Id.* (emphasis added).

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

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

27 141. The results of a 1990 study by Professors Jerry B. Gotlieb and Cyndy Thomas
28 Fitzgerald, came to the conclusion that “reference prices are important cues consumers use

1 when making the decision concerning how much they are willing to pay for the product.”
2 Jerry B. Gotlieb & Cyndy Thomas Fitzgerald, *An Investigation Into the Effects of*
3 *Advertised Reference Prices On the Price Consumers Are Willing To Pay For the Product*,
4 6 J. of App’d Bus. Res. 1 (1990). This study also concluded that “consumers are likely to
5 be misled into a willingness to pay a higher price for a product simply because the product
6 has a higher reference price.” *Id.*

7 142. The unmistakable inference to be drawn from this research and the Ninth
8 Circuit’s opinion in *Hinojos* is that the deceptive advertising through the use of false
9 reference pricing employed here by Defendants is intended to, and does in fact, influence
10 customer behavior—as it did Plaintiffs’ purchasing decision here—by artificially inflating
11 customer perceptions of a given item’s value and causing customers to spend money they
12 otherwise would not have, purchase items they otherwise would not have, and/or spend
13 more money for a product than they otherwise would have absent the deceptive advertising.

14 **V. CLASS ACTION ALLEGATIONS**

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

18 All persons in the United States of America, including the
19 District of Columbia, Guam, Puerto Rico, American Samoa,
20 U.S. Virgin Islands, and Northern Mariana Islands (excluding
21 California) who purchased one or more boohoo products from
22 <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).

23 All persons in the United States of America, including the
24 District of Columbia, Guam, Puerto Rico, American Samoa,
25 U.S. Virgin Islands, and Northern Mariana Islands (excluding
26 California) who purchased one or more “PrettyLittleThing”
27 products from <https://www.prettylittlething.us> between May 19,
28 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 United States of America, including the
2 District of Columbia, Guam, Puerto Rico, American Samoa,
3 U.S. Virgin Islands, and Northern Mariana Islands (excluding
4 California) who purchased one or more “Nasty Gal” products
5 from <https://nastygal.com> between March 1, 2017, through the
6 present at a discount from a higher reference price and who have
7 not received a refund or credit for their purchase(s).

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

12 145. In the alternative, Plaintiffs seek certification of the subclasses described
13 below.

14 146. Plaintiffs Habberfield, Kalu, Runnells, and Marika Walton seek certification
15 of the following subclasses pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal
16 Rules of Civil Procedure:

17 All persons in the State of New York 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 New York 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 New York 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).

147. The above-described subclasses of persons shall hereafter be referred to
collectively as the “New York Subclass.” Excluded from the New York Subclass are any
and all past or present officers, directors, or employees of Defendants, any judge who

1 presides over this action, and any partner or employee of Class Counsel.

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

5 All persons in the State of Florida who purchased one or more
6 boohoo products from <http://us.boohoo.com> between April 9,
7 2016, through the present at a discount from a higher reference
8 price and who have not received a refund or credit for their
purchase(s).

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

13 All persons in the State of Florida who purchased one or more
14 “Nasty Gal” products from <https://nastygal.com> between March
15 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).

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

20 150. Plaintiff Veronica Walton seeks certification of the following subclasses
21 pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure:

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

26 All persons in the State of Maryland who purchased one or more
27 “PrettyLittleThing” products from
28 <https://www.prettylittlething.us> between May 19, 2016, through
the present at a discount from a higher reference price and who

1 have not received a refund or credit for their purchase(s).

2 All persons in the State of Maryland who purchased one or more
3 “Nasty Gal” products from <https://nastygal.com> between March
4 1, 2017, through the present at a discount from a higher reference
5 price and who have not received a refund or credit for their
6 purchase(s).

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

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

13 All persons in the State of Massachusetts who purchased one or
14 more boohoo products from <http://us.boohoo.com> between April
15 9, 2016, through the present at a discount from a higher reference
16 price and who have not received a refund or credit for their
17 purchase(s).

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

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

28 153. The above-described subclasses of persons shall hereafter be referred to
collectively as the “Massachusetts Subclass.” Excluded from the Massachusetts 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.

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

1 All persons in the State of Michigan 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 Michigan 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 Michigan 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).

16 155. The above-described subclasses of persons shall hereafter be referred to
17 collectively as the “Michigan Subclass.” Excluded from the Michigan 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.

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

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

27 All persons in the State of Ohio who purchased one or more
28 “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 Ohio 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
purchase(s).

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

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

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

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

15 All persons in the State of Illinois who purchased one or more
16 “Nasty Gal” products from <https://nastygal.com> between March
17 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).

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

22 160. There is no California subclass. There is no claim in this action being pursued
23 on behalf of any California purchaser of Defendants’ products.

24 161. For reference purposes, collectively, the Nationwide Class (which excludes
25 California purchasers), New York Subclass, Florida Subclass, Maryland Subclass,
26 Massachusetts Subclass, Michigan Subclass, Ohio Subclass, and Illinois Subclass shall be
27 referred to hereafter as the “Class.” Collectively, the New York Subclass, Florida Subclass,
28 Maryland Subclass, Massachusetts Subclass, Michigan Subclass, Ohio Subclass, and

1 Illinois Subclass shall be referred to hereafter as the “Subclasses.”

2 162. For reference purposes, April 9, 2016 through the present shall be referred to
3 hereafter as the “Boohoo Class Period.” May 19, 2016 through the present shall be referred
4 to hereafter as the “PLT Class Period.” March 1, 2017 through the present shall be referred
5 to hereafter as the “Nasty Gal Class Period.” Collectively, the Boohoo Class Period, PLT
6 Class Period, and Nasty Gal Class Period shall be referred to hereafter as the “Class
7 Periods.”

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

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

17 165. **Typicality.** Plaintiffs’ claims are typical of those of other members of the
18 Class, all of whom have suffered similar harm due to Defendants’ course of conduct as
19 described herein.

20 166. **Adequacy of Representation.** Plaintiffs are adequate representatives of the
21 Class and will fairly and adequately protect the interests of the Class. Plaintiffs have
22 retained attorneys who are experienced in the handling of complex litigation and class
23 actions, and Plaintiffs and their counsel intend to prosecute this action vigorously.

24 167. **Existence and Predominance of Common Questions of Law or Fact.**
25 Common questions of law and fact exist as to all members of the Class that predominate
26 over any questions affecting only individual members of the Class. These common legal
27 and factual questions, which do not vary among members of the Class, and which may be
28 determined without reference to the individual circumstances of any member of the Class,

1 include, but are not limited to, the following:

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

- 1 (l) What did Defendants gain from their false Reference Price scheme?
- 2 (m) Whether Defendants’ use of false Reference Prices on products offered
- 3 on their websites during the Class Periods was material.
- 4 (n) Whether Defendants had a duty to disclose to their customers that the
- 5 Reference prices were fake “original” prices in furtherance of sham
- 6 sales.
- 7 (o) To what extent did Defendants’ conduct cause, and continue to cause,
- 8 harm to the Class?
- 9 (p) Whether the members of the Class above are entitled to damages and/or
- 10 restitution.
- 11 (q) What type of injunctive relief is appropriate and necessary to enjoin
- 12 Defendants from continuing to engage in false or misleading
- 13 advertising?
- 14 (r) Whether Defendants’ conduct was undertaken with conscious disregard
- 15 of the rights of the members of the classes described above and was
- 16 done with fraud, oppression, and/or malice.

17 168. **Superiority.** A class action is superior to other available methods for the fair

18 and efficient adjudication of this controversy because individual litigation of the claims of

19 all members of the Class described above is impracticable. Requiring each individual class

20 member to file an individual lawsuit would unreasonably consume the amounts that may

21 be recovered. Even if every member of the Class could afford individual litigation, the

22 adjudication of at least tens of thousands of identical claims would be unduly burdensome

23 to the courts. Individualized litigation would also present the potential for varying,

24 inconsistent, or contradictory judgments and would magnify the delay and expense to all

25 parties and to the court system resulting from multiple trials of the same factual issues. By

26 contrast, the conduct of this action as a class action, with respect to some or all of the issues

27 presented herein, presents no management difficulties, conserves the resources of the

28 parties and of the court system, and protects the rights of the members of the Class. Plaintiff anticipates no difficulty in the management of this action as a class action. The prosecution of separate actions by individual members of the Class may create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the

1 other members of the Class who are not parties to such adjudications, or that would
2 substantially impair or impede the ability of such non-party class members to protect their
3 interests.

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

11 **VI. ALTER EGO AND AGENCY RELATIONSHIP BETWEEN THE** 12 **DEFENDANTS**

13 **A. Boohoo Defendants.**

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

24 171. Upon information and belief and at all times relevant to this Complaint:
25 Boohoo Limited exercised substantial decision-making, discretion, and control over the
26 activities of Boohoo USA. This included the exercise of substantial decision-making,
27 discretion, and control over Boohoo USA with respect to its marketing activities relating
28 to the sale of products to all U.S. consumers on the U.S. version of Boohoo's website:

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

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

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

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

25 175. Upon information and belief and at all times relevant to this Complaint: The
26 Boohoo Companies are all materially involved in the marketing and sale of products to
27 U.S. consumers on the U.S. version of Boohoo's website: <http://us.boohoo.com>. This
28 includes involvement in the false advertising and marketing, deceptive pricing scheme, and

1 other wrongdoing set forth in this Complaint.

2 176. The information forming the basis upon which Plaintiff has formed the beliefs
3 set forth in paragraphs 155 through 178 includes, but is not limited to, the information
4 stated in the ensuing paragraphs.

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

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

22 179. Boohoo Group itself boasts that: “We Are boohoo, the brand behind the
23 clothes helping you to #DOYOURTHING. Our brands, boohoo, boohooMAN,
24 PrettyLittleThing, Nasty Gal, Miss Pap, Karen Millen and Coast design, source, market
25 and sell clothing, shoes, accessories and beauty products. We’ve been doing our thing
26 since 2006 and *we’ve gone global with offices in* Manchester, Burnley, London, Leicester,
27 Paris, *Los Angeles*, and Sydney. We’re always bringing something new with up to 100
28 new pieces hitting site every day. And we’re 24/7 on social with millions of followers.”

1 Boohoo Group sees itself as having “grown from Manchester’s best kept fashion secret to
2 one of the fastest growing *international retailers*,” through the various brands Boohoo
3 Group controls, including boohoo, PrettyLittleThing, and NastyGal.

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

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

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

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

1 in the U.S.).

2 184. Boohoo Limited’s 2019 Annual Report states that its “controlling party is
3 boohoo group plc, [i.e., Boohoo Group].” Boohoo Group’s 2020 Annual Report states that
4 its “financial statements consolidate those of its subsidiaries and the Employee Benefit
5 Trust. All intercompany transactions between group companies are eliminated.” Boohoo
6 Group also boasts that: “Subsidiaries are entities controlled by the group [referring to
7 Boohoo Group]. The group controls an entity when the group is exposed to, or has *rights*
8 *to, variable returns from its involvement with the entity and has the ability to affect those*
9 *returns through its power over the entity.*” The same report lists Boohoo Limited and
10 Boohoo USA as “subsidiaries.”

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

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

28 187. Indeed, the Boohoo Companies are run and controlled by a common,

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

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

23 189. 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.

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

1 Boohoo Companies’ collective U.S. principal place of business, office, and marketing hub
2 in the U.S. from New York to Los Angeles, California. Boohoo Group now boasts about
3 having offices in “Los Angeles.” The Boohoo Companies’ U.S. headquarters is presently
4 located at 8431 Melrose Place, Los Angeles, CA 90069. This is a 4,000-square-foot facility
5 that boasts fancy offices and showrooms complete with lounge areas, an acrylic staircase,
6 a fully stocked bar, custom furniture, neon signage, a wraparound balcony, and studio to
7 create content for the Boohoo’s U.S. website.

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

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

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

27 194. There are no physical “Boohoo” retail stores in the U.S. Nor is Plaintiff aware
28 of any “Boohoo” business other than the online sale of clothing, shoes, and accessories.

1 Therefore, the only “marketing” Boohoo USA is engaged in is with regards to the sale of
2 boohoo clothing, shoes, and accessories to U.S. customers on <http://us.boohoo.com>—the
3 same marketing that, as described below, constitutes false advertising in violation of the
4 law.

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

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

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

1 represent the brand and are consistent with brand identity.”

2 198. Upon information and belief and at all times relevant to this Complaint: In
3 2015, Boohoo Group and Boohoo Limited directed and caused Boohoo USA to sponsor at
4 least one H-1B visa for a “Vice President of Marketing” for the collective benefit of the
5 Boohoo Companies.

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

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

19 **B. PLT Defendants**

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

1 <https://www.prettylittlething.us>.

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

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

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

27 205. Upon information and belief and at all times relevant to this Complaint:
28 Likewise, PLT Limited, in actuality, was not really separate from PLT USA. Specifically,

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

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

9 207. The information forming the basis upon which Plaintiff has formed the beliefs
10 set forth in paragraphs 186 through 206 includes, but is not limited to, the information
11 stated in the ensuing paragraphs.

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

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

28 210. As noted above, Boohoo Group itself boasts that: “We Are boohoo, the brand

1 behind the 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 *NastyGal*.

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

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

26 213. By way of further example, Boohoo Group’s LinkedIn page states they have
27 offices around the world including “*Los Angeles*,” with PLT listed as one of “*our brands*.”
28 Boohoo Group admittedly considers the offices and headquarters of its various subsidiaries

1 as its own offices and headquarters within any given country.

2 214. The philosophy of the Boohoo-PLT Companies is that they do not open stores,
3 they open “countries” by opening a marketing hub within a country. Boohoo Group thus
4 controls and directs sales of its PLT products in the U.S. market by controlling and utilizing
5 together PLT Limited (one of Boohoo Group’s international “Trading” arm) and PLT USA
6 (Boohoo Group’s U.S. “Marketing” hub for the sale of PLT products in the U.S.).

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

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

27 217. In August 2019, Boohoo Group issued the following statement concerning the
28 shared supply chain for the Boohoo-PLT Companies that supplies products to the U.S.:

1 “The boohoo group (“boohoo group”) is a leading online fashion *retail group*. *Our brands*
2 include boohoo, boohooMAN, *PrettyLittleThing*, Nasty Gal and MissPap. *Our brands*
3 design, source, market and sell clothing, shoes, accessories and beauty products to
4 customers *in almost every country in the world*. *These products are distributed globally*
5 *from two warehouses in the UK, located in Burnley and in Sheffield.*”

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

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

27 220. Boohoo Group also shares numerous administrative functions across all of its
28 brands, including boohoo, *PrettyLittleThing*, and Nasty Gal. This includes, among other

1 things, financing, information technology, e-commerce, and procurement of non-stock
2 items.

3 221. Upon information and belief and at all times relevant to this Complaint: In
4 2019, Boohoo Group and PLT Limited directed and caused PLT USA to open the Boohoo-
5 PLT Companies' collective U.S. principal place of business, office, and marketing hub in
6 Los Angeles, California. Boohoo Group now boasts about having offices *in "Los*
7 *Angeles."* The Boohoo-PLT Companies' U.S. headquarters is presently located at 8587
8 Melrose Avenue, Los Angeles, CA 90069. This is a large facility that boasts fancy offices
9 and showrooms complete with lounge areas, a fully stocked bar, custom furniture, neon
10 signage, and a studio to create content for the PLT's U.S. website; the content is shared
11 among and between PLT's various international websites. Umar Mahmud Kamani, PLT
12 USA's CEO was quoted as saying, "There's no brick-and-mortar in the plan. It's more
13 profitable for me, and more beneficial for me, to open a country rather than a store."

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

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

27 224. PLT USA thus maintains Boohoo Group and PLT Limited's U.S.
28 headquarters and marketing office for the "PLT" brand in Los Angeles, California, so that

1 the Boohoo-PLT Companies can maximize sales to U.S. residents and grow the business
2 internationally. For example, in its annual report Boohoo Group, which owns and exercises
3 dominance and control over PLT USA through PLT Limited, describes PLT USA’s
4 principal activity as “Marketing,” and identifies the address of PLT USA’s Los Angeles
5 headquarters office. PLT Limited, which also owns and exercises dominance and control
6 over PLT USA, also describes PLT USA’s “Principal activity” as “Marketing.”

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

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

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

25 228. Under the facts and circumstances of this case, adherence to the fiction of
26 separate existence of Boohoo Group, PLT Limited, and PLT USA would sanction a fraud
27 and promote injustice in that it would allow the Boohoo Companies to use their corporate
28 layering scheme to continue selling goods in U.S. markets without following federal, state,

1 or local laws, and to avoid payment of damages to U.S. residents for injuries caused by the
2 Boohoo Companies acting collectively as one big unit.

3 **C. Nasty Gal Defendants**

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

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

22 231. Upon information and belief and at all times relevant to this Complaint:
23 Boohoo Group exercised substantial decision-making, discretion, and control over the
24 activities of Nasty Gal Limited. This included the exercise of substantial decision-making,
25 discretion, and control over Nasty Gal Limited with respect to its marketing activities
26 relating to the sale of products to all U.S. consumers on the U.S. version of
27 <http://nastygal.com>. Likewise, Nasty Gal Limited acted on behalf of Boohoo Group as its
28 agent within California, as well as the entire U.S., and was subject to its control with respect

1 to all of its activities, including, without limitation, its marketing activities relating to the
2 sale of products to all U.S. consumers on the U.S. version of <http://nastygal.com>.

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

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

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

18 235. The information forming the basis upon which Plaintiff has formed the beliefs
19 set forth in paragraphs 214 through 245 includes, but is not limited to, the information
20 stated in the ensuing paragraphs.

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

1 and to collect their profits. Nasty Gal Limited acted on behalf of Boohoo Group and was
2 substantially subject to its control. Nasty Gal USA acted on behalf of both Boohoo Group
3 and Nasty Gal Limited and was substantially subject to their control.

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

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

24 239. In another communication, Boohoo Group states: “we want to thank *our*
25 *customers, our amazing teams* and our wonderful suppliers for their continued support.”
26 Boohoo Group itself thus admits that it controls its brands and considers customers of its
27 various brands its own direct customers and teams. Boohoo Group also boasts of having
28 “5000+ colleagues working across the world,” referring to its employees across its various

1 brands and subsidiaries, including Nasty Gal USA and Nasty Gal Limited, as one big
2 collective company would.

3 240. Boohoo Group’s own public filings and statements published in the public
4 record make it very clear that it operates in the United States—and in particular, operates
5 Nasty Gal in Los Angeles. For example, in 2018, it stated in its Annual Report: “*We*
6 opened new offices in Los Angeles for *our* US marketing team and in Manchester for the
7 expanding design, product and buying teams.” By way of further example, Boohoo
8 Group’s LinkedIn page states they have offices around the world, including “Los Angeles,”
9 with Nasty Gal listed as one of “our brands.” Boohoo Group admittedly considers the
10 offices and headquarters of its various subsidiaries as its own offices and headquarters
11 within any given country.

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

17 242. Nasty Gal Limited refers to Boohoo Group PLC as its “ultimate parent
18 undertaking and *controlling* party.”

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

27 244. Upon information and belief and at all times relevant to this Complaint: In or
28 about 2017-18, Boohoo Group, exercising its dominion and control over its various

1 subsidiaries and brands, directed Boohoo, Nasty Gal, and PrettyLittleThing to leverage the
2 over-arching benefits and shared service functions of the collective Boohoo Group. As an
3 example, Boohoo Group and Boohoo.com UK Limited directed and caused Boohoo.com
4 USA Inc. to purchase a property at 2135 Bay Street, Los Angeles, California for \$3.5
5 million, and then to transfer that property to Nasty Gal USA for \$3.5 million.

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

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

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

1 248. Moreover, in addition to M. Kamani and Catto, Allan Pollitt has an executive
2 management role in both Nasty Gal Limited (Director) and Nasty Gal USA (Company
3 Secretary).

4 249. M. Kamani and Carol Kane are also substantial shareholders of Boohoo
5 Group. On information and belief, they also have substantial ownership stakes in Nasty
6 Gal Limited and Nasty Gal USA.

7 250. As further proof of the absence of any meaningful separateness of Boohoo
8 Group and Nasty Gal Limited, the companies share the same office address located at 49-
9 51 Dale Street, Manchester, England M1 2HF.

10 251. Boohoo Group also shares numerous administrative functions across all of its
11 brands, including boohoo, PrettyLittleThing, and Nasty Gal. This includes, among other
12 things, financing, information technology, e-commerce, and procurement of non-stock
13 items.

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

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

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

1 255. Nasty Gal USA maintains Boohoo Group and Nasty Gal Limited’s U.S.
2 headquarters and marketing office for the “Nasty Gal” brand in Los Angeles, California,
3 so that the Boohoo-NG Companies can maximize sales to U.S. residents. For example, in
4 its annual report, Boohoo Group, which owns 100% of Nasty Gal USA through Nasty Gal
5 Limited, describes Nasty Gal USA’s principal activity as “Marketing,” and identifies the
6 address of Nasty Gal USA’s Los Angeles headquarters office. Nasty Gal Limited, which
7 owns 100 percent of Nasty Gal USA, also describes Nasty Gal USA’s “Principal activity”
8 as “Marketing.” Similarly, according to the most recent Statement of Information filed
9 with the California Secretary of State for Nasty Gal USA, the company is engaged in the
10 business of “Marketing services.”

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

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

22 258. Under the overarching direction of Boohoo Group, Nasty Gal Limited in the
23 UK and Nasty Gal USA in Los Angeles together coordinate the marketing and sales of
24 “Nasty Gal” products to U.S. and California residents.

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

1 260. On Nasty Gal’s LinkedIn page, the company makes no distinction between
2 Nasty Gal USA and Nasty Gal Limited. Instead, the company is simply listed as “Nasty
3 Gal” with its location as “Los Angeles, CA.” On the About page, the company states:
4 “While we’re rooted in California, we live globally online. Our headquarters are based in
5 Downtown LA and Manchester, UK.” On the same page, the company goes further to
6 describe its unmistakable link to Los Angeles, stating it is “rooted in Los Angeles” with a
7 “head office” in “Downtown LA.” The company underscores a fourth time on the same
8 LinkedIn page that Nasty Gal is linked to Los Angeles, stating that its “Headquarters” are
9 in “Los Angeles, CA.” In fact, below this, Nasty Gal includes an interactive map where
10 visitors can see all of Nasty Gal’s “Locations,” of which, there are only two—Los Angeles
11 and Manchester.

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

14 262. Boohoo.com PLC, which changed its name to Boohoo Group PLC in July
15 2018, acquired the Nasty Gal brand in 2017. Shortly after the completion of the acquisition,
16 Boohoo Group announced the company would continue to be based in Los Angeles.

17 263. Nasty Gal Limited admits it is not self-funded, but instead relies on Boohoo
18 Group, stating in its 2019 Annual Report: “[t]he company is financed by its parent
19 company which has indicted [sic] its willingness to continue to funds [sic] the company’s
20 operations.”

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

25 265. Far from keeping a hands-off approach to operating the Nasty Gal business,
26 Boohoo Group acknowledged the additional control its management would need to exert
27 over the business by increasing its executive directors’ base salaries for the increased
28 workload to “reflect the substantial increase in the scale and complexity of the company

1 following of [sic] the acquisitions of Nasty Gal and PLT and the resulting increase in the
2 responsibilities of the executive directors.” The executive directors Boohoo Group was
3 referring to were Mahmud Kamani, Carol Kane, and Neil Catto—all of whom are directors
4 of Nasty Gal Limited, with M. Kamani and Catto listed as the CEO and CFO, respectively,
5 of Nasty Gal USA, Inc.

6 266. The compensation of the Directors of Nasty Gal Limited are not paid by Nasty
7 Gal Limited; rather, they are paid by Boohoo Group.

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

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

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

27 270. Under the facts and circumstances of this case, Defendants, and each of them,
28 acted with such a unity of interest and/or ownership such that there was no individuality or

1 separateness between them.

2 271. Under the facts and circumstances of this case, adherence to the fiction of
3 separate existence of Boohoo Group, Nasty Gal Limited, and Nasty Gal USA would
4 sanction a fraud and promote injustice in that it would allow the Boohoo-NG Companies
5 to use their corporate layering scheme to continue selling goods in U.S. markets without
6 following federal, state, or local laws, and to avoid payment of damages to U.S. residents
7 for injuries caused by the Boohoo-NG Companies acting collectively as one big unit.

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

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

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1 **VII. CLAIMS FOR RELIEF**

2 **FIRST CLAIM FOR RELIEF**

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

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

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

9 275. California Business and Professions Code section 17200 *et seq.*, also known
10 as the California Unfair Competition Law (“UCL”), prohibits acts of “unfair competition,”
11 including any “unlawful, unfair or fraudulent business act or practice” as well as “unfair,
12 deceptive, untrue or misleading advertising.”

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

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

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

- 27 (a) One of the most commonly used forms of bargain advertising is to offer
28 a reduction from the advertiser’s own former price for an article. If the former
price is the actual, bona fide price at which the article was offered to the public

1 on a regular basis for a reasonably substantial period of time, it provides a
2 legitimate basis for the advertising of a price comparison. Where the former
3 price is genuine, the bargain being advertised is a true one. If, on the other
4 hand, the former price being advertised is not bona fide but fictitious – for
5 example, where an artificial, inflated price was established for the purpose of
6 enabling the subsequent offer of a large reduction – the “bargain” being
7 advertised is a false one; the purchaser is not receiving the unusual value he
8 expects.

9 (b) A former price is not necessarily fictitious merely because no sales at
10 the advertised price were made. The advertiser should be especially careful,
11 however, in such a case, that the price is one at which the product was openly
12 and actively offered for sale, for a reasonably substantial period of time, in the
13 recent, regular course of her business, honestly and in good faith – and, of
14 course, not for the purpose of establishing a fictitious higher price on which a
15 deceptive comparison might be based.

16 (c) The following is an example of a price comparison based on a fictitious
17 former price. John Doe is a retailer of Brand X fountain pens, which cost him
18 \$5 each. His usual markup is 50 percent over cost; that is, his regular retail
19 price is \$7.50. In order subsequently to offer an unusual “bargain,” Doe
20 begins offering Brand X at \$10 per pen. He realizes that he will be able to sell
21 no, or very few, pens at this inflated price. But he doesn’t care, for he
22 maintains that price for only a few days. Then he “cuts” the price to its usual
23 level—\$7.50—and advertises: “Terrific Bargain: X Pens, Were \$10, Now
24 Only \$7.50!” This is obviously a false claim. The advertised “bargain” is not
25 genuine.

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

29 279. The FTCA also prohibits the pricing scheme employed by Defendants
30 regardless of whether the product advertisements and representations use the words
31 “regular,” “original,” or “former” price:

32 (e) If the former price is set forth in the advertisement, whether
33 accompanied or not by descriptive terminology such as “Regularly,”

1 “Usually,” “Formerly,” etc., the advertiser should make certain that the former
2 price is not a fictitious one. If the former price, or the amount or percentage
3 of reduction, is not stated in the advertisement, as when the ad merely states,
4 “Sale,” the advertiser must take care that the amount of reduction is not so
5 insignificant as to be meaningless. It should be sufficiently large that the
6 consumer, if he knew what it was, would believe that a genuine bargain or
7 saving was being offered. An advertiser who claims that an item has been
8 “Reduced to \$9.99,” when the former price was \$10, is misleading the
9 consumer, who will understand the claim to mean that a much greater, and not
10 merely nominal, reduction was being offered.

11 280. Further, as detailed below in the Second Claim for Relief, Defendants’
12 conduct as described herein also violates California false advertising laws. Specifically,
13 California Business & Professions Code section 17500 provides, in relevant part, that it is
14 unlawful for any corporation, with intent directly or indirectly to dispose of personal
15 property, to make or disseminate in any “manner or means whatever, including over the
16 Internet, any statement, concerning that . . . personal property . . . which is untrue or
17 misleading, and which is known, or which by the exercise of reasonable care should be
18 known, to be untrue or misleading[.]”

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

22 For the purpose of this article the worth or value of any thing advertised is the
23 prevailing market price, wholesale if the offer is at wholesale, retail if the offer
24 is at retail, at the time of publication of such advertisement in the locality
25 wherein the advertisement is published.

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

29 282. Moreover, as detailed below in the Third Claim for Relief, Defendants’
30 conduct also violates the California Consumer Legal Remedies Act (“CLRA”). *See* Cal.
31 Civ. Code §§ 1750, *et seq.* More specifically, Defendants violated the CLRA provisions

1 prohibiting businesses from “[a]dvertising goods or services with intent not to sell them as
2 advertised,” Cal. Civ. § 1770(a)(9), and “[m]aking false or misleading statements of fact
3 concerning reasons for, existence of, or amounts of price reductions[.]” Cal. Civ. Code
4 § 1770(a)(13).

5 283. A business act or practice is “unfair” under the UCL if it offends an
6 established public policy or is immoral, unethical, oppressive, unscrupulous or
7 substantially injurious to consumers, and that unfairness is determined by weighing the
8 reasons, justifications, and motives of the practice against the gravity of the harm to the
9 alleged victims.

10 284. Here, Defendants’ actions constitute “unfair” business acts or practices
11 because, as alleged above, Defendants engaged in a misleading and deceptive pricing
12 scheme by advertising and representing false Reference Prices and thereby falsely
13 advertising and representing markdowns or “discounts” that were false and inflated.
14 Defendants’ deceptive marketing practice gave consumers the false impression that their
15 products were regularly sold on the market for a substantially higher price in the recent
16 past than they actually were and thus led to the false impression that Defendants’ products
17 were worth more than they actually were. Defendants’ acts and practices thus offended an
18 established public policy, and they engaged in immoral, unethical, oppressive, and
19 unscrupulous activities that are substantially injurious to consumers.

20 285. The harm to Plaintiffs and members of the Class outweighs the utility of
21 Defendants’ practices. There were reasonably available alternatives to further Defendants’
22 legitimate business interests, other than the misleading and deceptive conduct described
23 herein.

24 286. A business act or practice is “fraudulent” within the meaning of the UCL if
25 members of the public are likely to be deceived.

26 287. Here, members of the public are likely to be deceived by Defendants’ conduct
27 as alleged above. Among other things, Defendants affirmatively misrepresented the
28 Reference Prices of their merchandise, which thereby misled and deceived customers into

1 believing that they were buying merchandise from Defendants at substantially marked-
2 down and discounted prices. Defendants' deceptive marketing practice gave consumers
3 the false impression that their products were regularly sold on the market for a substantially
4 higher price in the recent past than they actually were and thus led to the false impression
5 that Defendants' products were worth more than they actually were.

6 288. In addition, Defendants had a duty to disclose the truth about their pricing
7 deception, including, among other things, that the Reference Prices advertised and
8 published on the U.S. Websites were not, in fact, prices at which boohoo, PrettyLittleThing,
9 and Nasty Gal items had sold for in the recent past for a reasonably substantial period of
10 time, but that instead, in reality, Defendants' products rarely (if ever) were offered at the
11 advertised Reference Prices. Defendants also failed to disclose to Plaintiffs and the Class
12 that the Reference Prices were not intended to be based on former prices. Defendants,
13 however, concealed this material information from customers and the general public.
14 Members of the public, therefore, were also likely to be deceived by Defendants' failure to
15 disclose material information.

16 289. Plaintiffs and each member of the Class suffered an injury in fact and lost
17 money or property as a result of Defendants' unlawful, unfair, and/or fraudulent business
18 practices, and as a result of Defendants' unfair, deceptive, untrue or misleading advertising.

19 290. Plaintiffs, on behalf of themselves and the members of the Class, seek
20 restitution and disgorgement of all moneys received by Defendants through the conduct
21 described above.

22 291. Plaintiffs, on behalf of themselves and the members of the Class, seek a
23 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.

28 292. 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 UCL 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, Defendants Boohoo.com USA Inc., PrettyLittleThing.com
8 USA Inc., and NastyGal.com USA Inc. (collectively, the “U.S. Entities”) all have their
9 principal place of business in California. These offices are the U.S. headquarters of not
10 only the U.S. Entities, but also of Boohoo Group and the UK Limited Entities. Boohoo
11 Group considers these Los Angeles offices its own. By way of further example, the Class
12 made all credit card payments (and possibly payments using all other methods) for
13 purchases made on the U.S. Websites to the U.S. Entities in California. Plaintiffs have
14 alleged sufficient facts in this Second Amended Complaint to demonstrate that the
15 Nationwide Class may assert the UCL and other California consumer protection statutes
16 against Defendants in this action.

17 **SECOND CLAIM FOR RELIEF**

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

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

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

24 294. The California False Advertising Law, codified at California Business &
25 Professions Code section 17500, *et seq.* (the “FAL”) provides, in relevant part, that it is
26 unlawful for any corporation, with intent directly or indirectly to dispose of personal
27 property, to make or disseminate in any “manner or means whatever, including over the
28 Internet, any statement, concerning that . . . personal property . . . which is untrue or

1 misleading, and which is known, or which by the exercise of reasonable care should be
2 known, to be untrue or misleading[.]” Cal. Bus. & Prof. Code § 17500. The “intent”
3 required by section 17500 is the intent to dispose of property, and not the intent to mislead
4 the public in the disposition of such property.

5 295. Similarly, another section of the FAL provides, in relevant part, that “no price
6 shall be advertised as a former price of any advertised thing, unless the alleged former price
7 was the prevailing market price . . . within three months next immediately preceding the
8 publication of the advertisement or unless the date when the alleged former price did
9 prevail is clearly, exactly, and conspicuously stated in the advertisement.” Cal. Bus. &
10 Prof. Code § 17501.

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

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

28 298. Defendants knew, or by the exercise of reasonable care should have known,

1 that the Reference Prices for the boohoo, PrettyLittleThing, or Nasty Gal products sold on
2 the U.S. Websites they disseminated were untrue and/or misleading. Among other things,
3 Defendants represented the Reference Prices in connection with the boohoo,
4 PrettyLittleThing, or Nasty Gal products sold on the U.S. Websites even though they knew,
5 or in the exercise of reasonable care should have known, that such products had rarely, if
6 ever, sold at the crossed-out Reference Prices.

7 299. As a direct and proximate result of Defendants' misleading and false
8 advertisements, Plaintiffs and members of the Class have suffered injury in fact and have
9 lost money. As such, Plaintiffs request that this Court order Defendants to restore this
10 money to Plaintiffs and all members of the Class, and to enjoin Defendants from continuing
11 their false and misleading advertising practices. Otherwise, Plaintiffs, members of the
12 Class, and the broader general public will be irreparably harmed and/or denied an effective
13 and complete remedy.

14 300. As noted above in the class definition, the Nationwide Class excludes
15 California purchasers of Defendants' products during the respective class periods defined
16 above. Although there are no California purchasers in the Nationwide Class, the
17 Nationwide Class invokes the FAL on the grounds that Defendants do business in
18 California, Defendants have their principal offices in California for purposes of their U.S.
19 business activities, and a substantial part of marketing for the U.S. Websites occurs in
20 California. *See In re Clorox Consumer Litig.*, 894 F. Supp. 2d 1224, 1237–38 (N.D. Cal.
21 2012). By way of example, the U.S. Entities all have their principal place of business in
22 California. These offices are the U.S. headquarters of not only the U.S. Entities, but also
23 of Boohoo Group and the UK Limited Entities. Boohoo Group considers these Los
24 Angeles offices its own. By way of further example, the Class made all credit card
25 payments (and possibly payments using all other methods) for purchases made on the U.S.
26 Websites to the U.S. Entities in California. Plaintiffs have alleged sufficient facts in this
27 Second Amended Complaint to demonstrate that the Nationwide Class may assert the FAL
28 and other California consumer protection statutes against Defendants in this action.

THIRD CLAIM FOR RELIEF

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

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

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

302. The Consumer Legal Remedies Act of 1970, Cal. Civ. Code sections 1750 *et seq.* (the “CLRA”) is a California consumer protection statute which allows plaintiffs to bring private civil actions for “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction . . . which results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770(a). The purposes of the CLRA are “to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection.” Cal. Civ. Code § 1760.

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

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

- (a) Advertising goods or services with intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9)); and
- (b) Making false or misleading statements of fact concerning reasons for,

1 existence of, or amounts of price reductions (Cal. Civ. Code
2 § 1770(a)(13)).

3 305. With regards to section 1770(a)(9), Defendants advertised and represented
4 their branded products on their website with the “intent not to sell” them as advertised
5 because, among other things, (a) the false Reference Prices advertised in connection with
6 products offered on the U.S. Websites misled and continue to mislead customers into
7 believing the merchandise was previously offered for sale and/or sold at the higher
8 Reference Prices for some reasonably substantial period of time, and (b) Defendants sell
9 their branded products only on their website and thus there is no other channel through
10 which the products have previously been offered for sale and/or sold at the false Reference
11 Prices.

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

25 307. Pursuant to California Civil Code section 1782(a), Plaintiffs’ counsel will
26 notify Defendants in writing by registered mail, return receipt requested, to the place where
27 the transaction occurred or to Defendants’ principal place of business within California, of
28 the particular violations of Civil Code section 1770 and demand that they rectify the

1 problems associated with the actions detailed above and give notice to all affected
2 consumers of Defendants’ intent to act. Plaintiffs seek actual damages, restitution, and
3 punitive damages against Defendants under the CLRA for harm suffered in an amount to
4 be proven at trial. Plaintiffs further seek an injunction for Defendants’ violation of the
5 CLRA to enjoin Defendants’ methods, acts, and practices of deceiving customers through
6 their false and misleading pricing scheme as outlined above. In addition, Plaintiffs seek
7 any other relief that the Court deems proper pursuant to the CLRA.

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

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FOURTH CLAIM FOR RELIEF

FRAUD (INTENTIONAL MISREPRESENTATIONS)

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

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

309. Defendants uniformly represented to all members of the Class during the Class Periods in connection with their boohoo, PrettyLittleThing, and Nasty Gal branded clothing, accessories, and other items on the U.S. Websites that each item had a Reference Price. They made this uniform representation by displaying on the product description page for each branded item and/or on the thumbnail displays of each product when presented as a list, a Reference Price substantially higher than the offered selling price, which was marked down or discounted from the Reference Price by a specified percentage discount.

310. Defendants' Reference Price representations are false. Among other things, Defendants' representations conveyed false information about the items Plaintiffs and the Class purchased, namely that the items they purchased had sold in the recent past for a reasonably substantial period of time at the higher Reference Price displayed on the U.S. Websites and/or in the prevailing market. The truth is that Defendants rarely, if ever, previously offered for sale and/or sold their branded products at the higher Reference Price for any reasonably substantial period of time. Moreover, the Reference Prices Defendants represented in connection with their branded products necessarily cannot be prevailing

1 market prices because Defendants sell their branded products only on their websites and
2 thus, the items were never sold elsewhere for any other price besides the falsely discounted
3 sale price at which customers bought items from Defendants.

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

9 312. Defendants' representations were made with the intent that Plaintiffs and the
10 Class rely on the false representations and spend money they otherwise would not have
11 spent, purchase items they otherwise would not have purchased, and/or spend more money
12 for an item than they otherwise would have absent the deceptive marketing scheme.
13 Defendants engaged in this fraud to the Plaintiffs and the Class's detriment in order to
14 increase Defendants' own sales and profits.

15 313. Plaintiffs and the Class reasonably relied on Defendants' representations.
16 Absent Defendants' misrepresentations, Plaintiffs and the Class would not have purchased
17 the items they purchased from Defendants, or, at the very least, they would not have paid
18 as much for the items as they ultimately did. Plaintiffs and the Class's reliance was a
19 substantial factor in causing them harm.

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

22 315. Defendants undertook the aforesaid illegal acts intentionally or with conscious
23 disregard of the rights of Plaintiffs and the Class, and did so with fraud, malice, and/or
24 oppression. Based on the allegations above, Defendants' actions constituted fraud because
25 Defendants intended to and did deceive and injure Plaintiffs and the Class. Based on the
26 allegations above, Defendants' actions constituted malice because Defendants acted with
27 the intent to and did cause injury to Plaintiffs and the Class, and also because Defendants'
28 deceptive conduct was despicable and was done with a willful and knowing disregard of

1 the rights of Plaintiffs and the Class. Based on the allegations above, Defendants' actions
2 constituted oppression because Defendants' deceptive conduct was despicable and
3 subjected Plaintiffs and the Class to cruel and unjust hardship in knowing disregard of their
4 rights.

5 316. 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. Plaintiffs assert this common law fraud claim on behalf of the Nationwide Class.
8 In the alternative, Plaintiffs Habberfield, Kalu, Runnells, and Marika Walton assert this
9 common law fraud claim on behalf of the New York Subclass under New York law,
10 Plaintiffs Cachadina, Huebner, and Valiente assert this common law fraud claim on behalf
11 of the Florida Subclass under Florida law, Plaintiff Veronica Walton asserts this common
12 law fraud claim on behalf of the Maryland Subclass under Maryland law, Plaintiff Murphy
13 asserts this common law fraud claim on behalf of the Massachusetts Subclass under
14 Massachusetts law, Plaintiff Hill asserts this common law fraud claim on behalf of the
15 Michigan Subclass under Michigan law, Plaintiff Stewart asserts this common law fraud
16 claim on behalf of the Ohio Subclass under Ohio law, and Plaintiff Thimot asserts this
17 common law fraud claim on behalf of the Illinois Subclass under Illinois law.

18 FIFTH CLAIM FOR RELIEF

19 FRAUDULENT CONCEALMENT

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

28 317. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth

1 herein.

2 318. Defendants uniformly disclosed some facts to Plaintiffs and all members of
3 the Class during the Class Periods in connection with their boohoo, PrettyLittleThing, and
4 Nasty Gal branded clothing, accessories, and other items on the U.S. Websites. Namely,
5 Defendants disclosed a Reference Price for each item by displaying on the product
6 description page for each item, as well as the on the thumbnail displays of each product
7 when presented as a list, a Reference Price substantially higher than the offered selling
8 price, which is marked down or discounted from the Reference Price by a specified
9 percentage discount.

10 319. Defendants, however, intentionally failed to disclose other facts, making
11 Defendants' disclosure deceptive. Specifically, Defendants failed to disclose that
12 Defendants rarely, if ever, previously offered for sale and/or sold their branded products at
13 the higher Reference Price for any reasonably substantial period of time. Moreover,
14 Defendants failed to disclose that the Reference Prices necessarily cannot be prevailing
15 market prices because Defendants sell their branded products only on the U.S. Websites
16 and thus, the items were never sold elsewhere for any other price besides the falsely
17 discounted sale price at which customers bought items from Defendants. Defendants also
18 failed to disclose to Plaintiffs and the Class that the Reference Prices were not intended to
19 be based on former prices. As a result, Defendants deceived Plaintiffs and the Class into
20 believing that they were purchasing items at a substantial markdown or discount when, in
21 reality, the false Reference Price and discounting practice artificially inflated the true
22 market value of the items they purchased.

23 320. As a separate basis for concealment, Defendants uniformly and intentionally
24 concealed from Plaintiff and all members of the Class that the items they purchased from
25 Defendants had rarely, if ever, been sold by Defendants in the recent past at the
26 substantially higher Reference Price displayed on Defendants' website and/or in the
27 prevailing market. Defendants also uniformly and intentionally concealed from Plaintiffs
28 and all members of the Class that the Reference Prices were not intended to be based on

1 former prices. These were facts known only to Defendants that Plaintiffs and the Class
2 could not have discovered.

3 321. Plaintiffs and the Class did not know of the concealed facts.

4 322. Defendants intended to deceive Plaintiffs and the Class by concealing the facts
5 described above.

6 323. Had the omitted information been disclosed, Plaintiffs reasonably would have
7 behaved differently. Among other things, Plaintiffs would not have purchased the items
8 he purchased from Defendants, or, at the very least, they would not have paid as much for
9 the items as they ultimately did.

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

17 325. As a direct and proximate result of the above, Plaintiffs and the Class have
18 been harmed and suffered damages in an amount to be proven at trial.

19 326. Defendants undertook the aforesaid illegal acts intentionally or with conscious
20 disregard of the rights of Plaintiffs and the Class, and did so with fraud, malice, and/or
21 oppression. Based on the allegations above, Defendants' actions constituted fraud because
22 Defendants intended to and did deceive and injure Plaintiffs and the Class. Based on the
23 allegations above, Defendants' actions constituted malice because Defendants acted with
24 the intent to and did cause injury to Plaintiffs and the Class, and also because Defendants'
25 deceptive conduct was despicable and was done with a willful and knowing disregard of
26 the rights of Plaintiffs and the Class. Based on the allegations above, Defendants' actions
27 constituted oppression because Defendants' deceptive conduct was despicable and
28 subjected Plaintiffs and the Class to cruel and unjust hardship in knowing disregard of their

1 rights.

2 327. As noted above in the class definition, the Nationwide Class excludes
3 California purchasers of Defendants' products during the respective class periods defined
4 above. Plaintiffs assert this common law fraudulent concealment claim on behalf of the
5 Nationwide Class. In the alternative, Plaintiffs Habberfield, Kalu, Runnells, and Marika
6 Walton assert this common law fraudulent concealment claim on behalf of the New York
7 Subclass under New York law, Plaintiffs Cachadina, Huebner, and Valiente assert this
8 common law fraudulent concealment claim on behalf of the Florida Subclass under Florida
9 law, Plaintiff Veronica Walton asserts this common law fraudulent concealment claim on
10 behalf of the Maryland Subclass under Maryland law, Plaintiff Murphy asserts this
11 common law fraudulent concealment claim on behalf of the Massachusetts Subclass under
12 Massachusetts law, Plaintiff Hill asserts this common law fraudulent concealment claim
13 on behalf of the Michigan Subclass under Michigan law, Plaintiff Stewart asserts this
14 common law fraudulent concealment claim on behalf of the Ohio Subclass under Ohio law,
15 and Plaintiff Thimot asserts this common law fraudulent concealment claim on behalf of
16 the Illinois Subclass under Illinois law.

17 **SIXTH CLAIM FOR RELIEF**

18 **RESTITUTION FOR UNJUST ENRICHMENT**

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

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

1 329. Plaintiffs brings this restitution claim for relief based on Defendants’ unjust
2 enrichment.

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

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

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

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

1 claim on behalf of the Ohio Subclass under Ohio law, and Plaintiff Thimot asserts this
2 common law unjust enrichment claim on behalf of the Illinois Subclass under Illinois law.

3 **SEVENTH CLAIM FOR RELIEF**

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

6 **(By Plaintiffs Habberfield, Kalu, Runnells, and Marika Walton Against All**
7 **Defendants on Behalf of the New York Subclass)**

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

10 335. The elements of a claim for deceptive practices under New York General
11 Business Law sections 349 and 350 are (1) that the act, practice or advertisement was
12 consumer-oriented; (2) that the act, practice or advertisement was misleading in a material
13 respect, and (3) that the plaintiff was injured as a result of the deceptive practice, act or
14 advertisement.

15 336. Defendants are online sellers of clothing, shoes, accessories to consumers on
16 the U.S. Websites. They engaged in a misleading and deceptive pricing scheme by
17 advertising and representing false Reference Prices and thereby falsely advertising and
18 representing markdowns or “discounts” that were false and inflated, as alleged in detail in
19 this Complaint. Therefore, Defendants’ acts, practices, and advertisements were
20 consumer-oriented.

21 337. Defendants’ acts, practices, and advertisements were misleading in material
22 respects. As noted, Defendants engaged in a misleading and deceptive pricing scheme by
23 advertising and representing false Reference Prices and thereby falsely advertising and
24 representing markdowns or “discounts” that were false and inflated. Plaintiffs Habberfield,
25 Kalu, and Runnells each saw and relied on the false Reference Prices and false discounts,
26 as alleged above. Defendants’ deceptive marketing practices gave consumers, including
27 Plaintiffs Habberfield, Kalu, Runnells, and Marika Walton, the false impression that their
28 products were regularly sold on the market for a substantially higher price in the recent

1 past than they actually were and thus led to the false impression that Defendants’ products
2 were worth more than they actually were.

3 338. In addition, Defendants had a duty to disclose the truth about their pricing
4 deception, including, among other things, that the Reference Prices advertised and
5 published on the U.S. Websites were not, in fact, prices at which boohoo, PrettyLittleThing,
6 and Nasty Gal items had sold for in the recent past for a reasonably substantial period of
7 time, but that instead, in reality, Defendants’ products rarely (if ever) were offered at the
8 advertised Reference Prices. Defendants also failed to disclose to Plaintiffs Habberfield,
9 Kalu, Runnells, and Marika Walton, and the New York Subclass that the Reference Prices
10 were not intended to be based on former prices. Defendants, however, concealed this
11 material information from customers and the general public, including Plaintiffs
12 Habberfield, Kalu, Runnells, and Marika Walton.

13 339. Plaintiffs Habberfield, Kalu, Runnells, and Marika Walton and each member
14 of the New York Subclass suffered an injury in fact and lost money as a result of
15 Defendants’ violations of New York General Business Law sections 349 and 350. They
16 therefore seek restitution and/or damages obtained directly or indirectly by Defendants for
17 their unlawful acts or practices in an amount to be proven at trial.

18 340. Plaintiffs Habberfield, Kalu, Runnells, and Marika Walton on behalf of
19 themselves and the members of the New York Subclass, seek a temporary, preliminary,
20 and/or permanent injunction from this Court prohibiting Defendants from engaging in the
21 patterns and practices described herein, including but not limited to, putting a stop to their
22 deceptive advertisements and false Reference Prices in connection with their sale of
23 boohoo, PrettyLittleThing, and Nasty Gal products on the U.S. Websites.

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EIGHTH CLAIM FOR RELIEF

VIOLATION OF FLORIDA DECEPTIVE & UNFAIR TRADE PRACTICES

ACT, FLA. STAT. §§ 501.201, *et seq.*

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

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

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

343. Defendants engaged in a deceptive act or unfair practice as alleged throughout this Complaint. 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 Plaintiffs Cachadina, Huebner, and Valiente, 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.

344. 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 time, but that instead, in reality, Defendants’ products rarely (if ever) were offered at the advertised Reference Prices. Defendants also failed to disclose to Plaintiffs Cachadina, Huebner, and Valiente and the Florida Subclass that the Reference Prices were not intended

1 to be based on former prices. Defendants, however, concealed this material information
2 from customers and the general public, including Plaintiffs Cachadina, Huebner, and
3 Valiente. These omissions were also deceptive acts and unfair practices.

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

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

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

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NINTH CLAIM FOR RELIEF

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

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

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

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

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 Veronica Walton saw and relied on the false Reference Prices and false discounts, as alleged above. Defendants’ deceptive marketing practices gave consumers, including Plaintiff Veronica Walton, 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 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 Veronica
3 Walton and the Maryland Subclass that the Reference Prices were not intended to be based
4 on former prices. Defendants, however, concealed this material information from
5 customers and the general public, including Plaintiff Veronica Walton. These omissions
6 were also deceptive and unfair trade practices.

7 352. Defendants’ deceptive acts and unfair practices caused Plaintiff Veronica
8 Walton and members of the Maryland Subclass to suffer harm by falsely and artificially
9 inflating the value of the merchandise on the U.S. Websites and misleading them to believe
10 they are buying products at a substantial discount. As a result, Plaintiff Veronica Walton
11 and members of the Maryland Subclass bought products from Defendants they never would
12 have 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.

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

20 354. Plaintiff Veronica Walton, on behalf of herself and the members of the
21 Maryland Subclass, seek a temporary, preliminary, and/or permanent injunction from this
22 Court prohibiting Defendants from engaging in the patterns and practices described herein,
23 including but not limited to, putting a stop to their deceptive advertisements and false
24 Reference Prices in connection with their sale of boohoo, PrettyLittleThing, and Nasty Gal
25 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)**

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

356. 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.

357. 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.

358. 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.

7 359. 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.

14 360. 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).

23 361. 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.

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)

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

368. 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.

369. 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.

370. 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.

9 371. 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.

15 372. 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.

24 373. 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).

6 374. 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).

12 375. 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 **THIRTEENTH CLAIM FOR RELIEF**

19 **VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS**
20 **PRACTICES ACT, 815 ILLINOIS COMPILED STATUTES §§ 505/1, *et seq.***
21 **(By Plaintiff Me’Lisa Thimot Against All Defendants on Behalf of the Illinois**
22 **Subclass)**

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

25 377. A Claim for violation of the Illinois Consumer Fraud and Deceptive Practices
26 Act (ICFA) requires (1) a deceptive act or practice by the defendant, (2) the defendant’s
27 intent that the plaintiff rely on the deception, (3) the occurrence of the deception in a course
28 of conduct involving trade or commerce, and (4) actual damage to the plaintiff that is (5) a

1 result of the deception. The last two elements of the claim require a showing that the
2 allegedly deceptive act proximately caused any damages suffered by the plaintiff.

3 378. As alleged throughout this Second Amended Complaint, Defendants engaged
4 in one or more deceptive acts or practices, including by making false representations and
5 omitting material facts. As noted, Defendants engaged in a misleading and deceptive
6 pricing scheme by advertising and representing false Reference Prices and thereby falsely
7 advertising and representing markdowns or “discounts” that were false and inflated.
8 Plaintiff Thimot saw and relied on the false Reference Prices and false discounts, as alleged
9 above. Defendants’ deceptive marketing practices gave consumers, including Plaintiff
10 Thimot, the false impression that their products were regularly sold on the market for a
11 substantially higher price in the recent past than they actually were and thus led to the false
12 impression that Defendants’ products were worth more than they actually were.

13 379. 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 Plaintiff Thimot and the
19 Illinois Subclass that the Reference Prices were not intended to be based on former prices.
20 Defendants, however, concealed this material information from customers and the general
21 public, including Plaintiff Thimot. These omissions were also deceptive acts and practices.

22 380. Defendants’ deceptive acts and unfair practices caused Plaintiff Thimot and
23 members of the Illinois Subclass to suffer harm by falsely and artificially inflating the value
24 of the merchandise on the U.S. Websites and misleading them to believe they are buying
25 products at a substantial discount. As a result, Plaintiff Thimot and members of the Illinois
26 Subclass bought products from Defendants they never would have bought, or at the very
27 least, paid more for products than they otherwise would have if Defendants did not engage
28 in deceptive and unfair trade practices.

1 381. Plaintiff Thimot and each member of the Illinois Subclass suffered an injury
2 in fact and actual damages as a result of Defendants’ violations of the ICFA. They therefore
3 seek damages they incurred as a result of Defendants’ deceptive acts and unfair practices
4 in an amount to be proven at trial. Plaintiff Thimot and each member of the Illinois
5 Subclass also seek an award of reasonable attorneys’ fees under the ICFA. 815 Ill. Comp.
6 Stat. Ann. 505/10a(c).

7 382. Plaintiff Thimot, on behalf of herself and the members of the Illinois Subclass,
8 seek a temporary, preliminary, and/or permanent injunction from this Court prohibiting
9 Defendants from engaging in the practices described herein, including but not limited to,
10 putting a stop to their deceptive advertisements and false Reference Prices in connection
11 with their sale of boohoo, PrettyLittleThing, and Nasty Gal products on the U.S. Websites.

12 **VIII. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them,
14 as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 2. For an injunction putting a stop to the deceptive and misleading conduct

1 described herein and ordering Defendants to correct their deceptive and misleading
2 advertising and pricing practices.

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

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

6 5. For attorneys' fees incurred herein pursuant to California Civil Code section
7 1780, 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 FOURTH CLAIM FOR RELIEF FOR FRAUD (AFFIRMATIVE**
10 **MISREPRESENTATIONS)**

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

24 2. For compensatory damages in an amount to be proven at trial, which exceeds
25 \$250 Million.

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

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

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

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

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

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

18 2. For compensatory damages in an amount to be proven at trial, which exceed
19 \$250 Million.

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

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

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

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

26 **ON THE SIXTH CLAIM FOR RELIEF FOR UNJUST ENRICHMENT**

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 Plaintiffs be designated the class representatives on behalf of the Nationwide Class, on in
2 the alternative, that Plaintiffs Habberfield, Kalu, Runnells, and Marika Walton be
3 designated the class representatives on behalf of the New York Subclass, that Plaintiffs
4 Cachadina, Huebner, and Valiente be designated the class representatives on behalf of the
5 Florida Subclass, that Plaintiff Veronica Walton be designated the class representative on
6 behalf of the Maryland Subclass, that Plaintiff Murphy be designated the class
7 representative on behalf of the Massachusetts Subclass, that Plaintiff Hill be designated the
8 class representative on behalf of the Michigan Subclass, that Plaintiff Stewart be designated
9 the class representative on behalf of the Ohio Subclass, that Plaintiff Thimot be designated
10 the class representative on behalf of the Illinois Subclass, and that undersigned counsel be
11 designated as class counsel.

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

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

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

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

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

22 1. For an order certifying that the action be maintained as a class action under
23 Rule 23(b)(2), 23(b)(3), and/or Rule 23(c)(4) of the Federal Rules of Civil Procedure, that
24 Plaintiffs Habberfield, Kalu, Runnells, and Marika Walton be designated the class
25 representatives on behalf of the New York Subclass, 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 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 **ON THE THIRTEENTH CLAIM FOR RELIEF FOR VIOLATION OF THE**
8 **ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES**
9 **ACT (805 ILL. COMP. STAT. §§ 505/1, 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 Plaintiff Thimot be designated the class representative on behalf of the Illinois Subclass,
13 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 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 505/10a(c) of Chapter 815 of the Illinois Compiled Statutes, or to the
21 extent otherwise permitted 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.

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JURY DEMAND

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2 Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand
3 a trial by jury on all triable issues.
4

5 Dated: April 6, 2023

ALMADANI LAW

6 By: /s/ Yasin M. Almadani
7 Yasin M. Almadani, Esq.

8 AI LAW, PLC

9
10 By: /s/ Ahmed Ibrahim
11 Ahmed Ibrahim, Esq.

12 Attorneys for Plaintiffs, Individually and
13 On Behalf of All Others Similarly Situated
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