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

LAURA HABBERFIELD, an individual,  
KEONA KALU, an individual, KATIE  
RUNNELLS, an individual, JUANITA  
CARMET CACHADINA, an individual,  
SARAH HUEBNER, an individual,  
YESENIA VALIENTE, an individual,  
VERONICA WALTON, an individual,  
LISA MURPHY, an individual, NICOLE  
HILL, an individual, NICOLE  
STEWART, an individual, ME'LISA  
THIMOT, an individual, and MARIKA  
WALTON, an individual, on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

v.

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.: CV 22-3899-GW-JEMx**

**CLASS ACTION**

**REVISED ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT,  
CONDITIONALLY CERTIFYING THE  
SETTLEMENT CLASS, PROVIDING  
FOR NOTICE, AND SCHEDULING  
ORDER**

HON. GEORGE H. WU  
United States District Judge

1  
2 WHEREAS, on June 7, 2022, Plaintiffs Laura Habberfield, Keona Kalu, Katie  
3 Runnells, Juanita Carmet Cachadina, Sarah Huebner, Yesenia Valiente, Veronica Walton,  
4 Lisa Murphy, Nicole Hill, Nicole Stewart, Me’Lisa Thimot, and Marika Walton  
5 (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, filed  
6 a class action lawsuit in this Court, as amended by a Second Amended Class Action  
7 Complaint filed on April 6, 2023, against Defendants Boohoo Group PLC, Boohoo.com  
8 USA, Inc., Boohoo.com UK Limited, PrettyLittleThing.com USA, Inc.,  
9 PrettyLittleThing.com Limited, NastyGal.com USA, Inc., and Nasty Gal Limited  
10 (collectively, “Defendants”) (the litigation described herein shall be referred to hereafter  
11 as the “Action”);

12 WHEREAS, the Action was brought by Plaintiffs on behalf of a class of all  
13 individuals in the United States, excluding California, who purchased one or more  
14 “boohoo” products from the websites <https://us.boohoo.com> and  
15 <https://www.boohooman.com/us/> or associated mobile phone applications (“Boohoo U.S.  
16 Websites”) between April 1, 2016, through June 17, 2022; or who purchased one or more  
17 “PrettyLittleThing” products from the website <https://prettylittlething.us> or associated  
18 mobile phone application(s) (“PLT U.S. Website”) between April 1, 2016 through June  
19 17, 2022; or who purchased one or more “Nasty Gal” products from the website  
20 <https://nastygal.com> or associated mobile phone application(s) (“Nasty Gal U.S.  
21 Website”) between February 28, 2017, through the June 17, 2022, at a purportedly  
22 discounted price and have not returned those purchases for a refund or store credit;

23 WHEREAS, on September 1, 2022, the Court consolidated this class action  
24 litigation (the “Action”) for pretrial purposes with the following related actions: (1) *Khan*  
25 *v. Boohoo.com USA, Inc., et al.*, No. 2:20-cv-03332-GW (JEMx), (2) *Hilton v.*  
26 *PrettyLittleThing.com USA, Inc., et al.*, 2:20-cv-04658-GW (JEMx), and (3) *Lee v.*  
27 *NastyGal.com USA, Inc., et al.*, 2:20-cv-04659-GW (JEMx) (collectively referred to  
28 hereafter as the “Khan Action”);

1 WHEREAS, Plaintiffs and Defendants have entered into a Class Action Settlement  
2 Agreement and Release, filed April 10, 2023, after arms-length settlement discussions (the  
3 “Settlement”);

4 WHEREAS, the Court has received and considered the Settlement, including the  
5 accompanying exhibits;

6 WHEREAS, the Parties have made an application for an order preliminarily  
7 approving the settlement of the Action, for the full and final resolution of the claims in the  
8 Action asserted by the class members on the terms and conditions set forth in the  
9 Settlement, and for the dismissal of the claims in the Action;

10 WHEREAS, the Court has reviewed the Parties’ application for such order, and has  
11 found good cause for same.

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 **A. The Settlement Class Is Conditionally Certified.**

14 Pursuant to Federal Rule of Civil Procedure 23, and for settlement purposes only,  
15 the Court hereby certifies the following Classes:

16 (a) All individuals in the 49 states, other than  
17 California, including the District of Columbia, Guam, Puerto  
18 Rico, American Samoa, U.S. Virgin Islands, and Northern  
19 Mariana Islands, who made a purchase on <https://us.boohoo.com>  
20 or <https://www.boohooman.com/us/> or associated mobile phone  
applications between April 1, 2016 and June 17, 2022, excluding  
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.

21 (b) All individuals in the 49 states, other than  
22 California, including the District of Columbia, Guam, Puerto  
23 Rico, American Samoa, U.S. Virgin Islands, and Northern  
24 Mariana Islands, who made a purchase on <https://prettylittlething.us>  
25 or associated mobile phone  
applications between April 1, 2016 and June 17, 2022, excluding  
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.

26 (c) All individuals in the 49 states, other than  
27 California, including the District of Columbia, Guam, Puerto  
28 Rico, American Samoa, U.S. Virgin Islands, and Northern  
Mariana Islands, who made a purchase on <https://nastygal.com>  
or associated mobile phone applications between February 28,  
2017 and June 17, 2022, excluding any and all past or present

1 officers, directors, or employees of Defendants, any judge who  
2 presides over this Action, and any partner or employee of Class  
3 Counsel.

4 2. This conclusion is supported by the Court’s finding, pursuant to Federal Rule  
5 of Civil Procedure 23(e)(1)(B)(ii), that it will likely be able to certify the Classes for  
6 purposes of judgment on the Settlement. More specifically, the Court finds that the parties  
7 have shown, at this stage, that they will likely be able to demonstrate that the prerequisites  
8 for a class action under Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3) have  
9 been met, including: (a) numerosity, (b) commonality, (c) typicality, (d) adequacy of the  
10 class representatives and Class Counsel, (e) predominance of common questions of fact  
11 and law among the Classes for purposes of settlement, and (f) superiority.

12 3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby appoints  
13 the Plaintiffs in the Action, Laura Habberfield, Keona Kalu, Katie Runnells, Juanita  
14 Carmet Cachadina, Sarah Huebner, Yesenia Valiente, Veronica Walton, Lisa Murphy,  
15 Nicole Hill, Nicole Stewart, Me’Lisa Thimot, and Marika Walton, as the class  
16 representatives.

17 4. Having considered the factors set forth in Federal Rule of Civil Procedure  
18 23(g)(1), the Court hereby appoints Yasin Almadani and his firm Almadani Law, and  
19 Ahmed Ibrahim and his firm AI Law, PLC, as Class Counsel.

20 **B. The Class Settlement Agreement Is Preliminarily Approved and Final  
21 Approval Schedule Set.**

22 5. The Court hereby preliminarily approves the Settlement and the terms and  
23 conditions set forth therein, including the Injunctive Relief provisions of section 2.10 of  
24 the Settlement, subject to further consideration at the Final Approval Hearing (referred to  
25 in the Settlement as the “Fairness Hearing”) described below.

26 6. The Court has conducted a preliminary assessment of the Settlement and  
27 hereby finds, pursuant to Federal Rule of Civil Procedure 23(e)(1)(B)(i), that it will likely  
28 be able to approve the Settlement under the factors set forth in Federal Rule of Civil  
Procedure 23(e)(2) for fairness, reasonableness, and adequacy of the Settlement.

1           7. Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a Final  
2 Approval Hearing on a day that is at least 160 days after entry of this Order. Accordingly,  
3 the Final Approval Hearing will take place on November 2, 2023, at 8:30 a.m., in the  
4 Courtroom of the Honorable George H. Wu, United States District Court for the Central  
5 District of California, 350 West 1st Street, Los Angeles, California 90012, Courtroom 9D,  
6 for the following purposes:

7           (a) finally determining whether the Classes meet all applicable  
8 requirements of Federal Rule of Civil Procedure 23 and, thus, the Classes should be  
9 certified for purposes of effectuating the Settlement;

10           (b) determining whether the proposed settlement of the Action on the  
11 terms and conditions provided for in the Settlement is fair, reasonable and adequate  
12 and should be approved by the Court;

13           (c) considering the application of Class Counsel for an award of attorneys’  
14 fees and reimbursement of costs, as provided for under the Agreement;

15           (d) considering the applications of Plaintiffs for class representative  
16 incentive awards, as provided for under the Settlement;

17           (e) considering whether the Court should enter the [Proposed] Final Order  
18 and Judgment;

19           (f) considering whether the release of the Class Released Claims as set  
20 forth in the Settlement should be provided; and

21           (g) ruling upon such other matters as the Court may deem just and  
22 appropriate.

23           8. The Court may continue or adjourn the Final Approval Hearing and later  
24 reconvene such hearing without further notice to Class Members (defined in the Settlement  
25 in section 1.3 and referred to therein as the “Settlement Class Members”).

26           9. The Parties may further modify the Settlement prior to the Final Approval  
27 Hearing so long as such modifications do not materially change the terms of the settlement  
28 provided thereunder. The Court may approve the Settlement with such modifications as

1 may be agreed to by the Parties, if appropriate, without further notice to Class Members.

2 10. Plaintiffs’ applications for attorneys’ fees, costs, and incentive awards must  
3 be filed no later than September 1, 2023, which is fourteen (14) days before the deadline  
4 for Class Members to submit objections to the Settlement or to opt out of the Settlement.  
5 All additional papers in support of the Settlement, or in support of the application for an  
6 award of attorneys’ fees and expenses and/or class representative incentive awards, must  
7 be filed with the Court and served at least seven (7) days prior to the Final Approval  
8 Hearing.

9 **C. The Court Approves the Form and Method of Class Notice**

10 11. The Court approves, as to form and content, the proposed Email Notice, Full  
11 Notice, Publication Notice, and Postcard Notice, which are Exhibits B, C, D, and E,  
12 respectively, to the Settlement. The Court further approves, as to form and content, the  
13 Notice of Distribution of Gift Cards, which Exhibit I to the Settlement.

14 12. The Court finds that the distribution of Notice substantially in the manner and  
15 form set forth in the Settlement meets the requirements of Federal Rule of Civil Procedure  
16 23 and due process, is the best notice practicable under the circumstances, and shall  
17 constitute due and sufficient notice to all persons entitled thereto.

18 13. The Court approves the designation of Kurtzman Carson Consultants LLC  
19 (“KCC”) to serve as the Court-appointed Settlement Administrator for the settlement. The  
20 Settlement Administrator shall cause the Publication Notice and Full Notice to be  
21 published, to disseminate Email Notice and Postcard Notice pursuant to the terms set forth  
22 in the Settlement, and supervise and carry out the notice procedure, the distribution of  
23 benefits under the Settlement, and other administrative functions, and shall respond to  
24 Class Member inquiries, as set forth in the Settlement and this Order under the direction  
25 and supervision of the Court. Where dissemination of Postcard Notice is necessary under  
26 Section 3.4(c) of the Settlement, the Settlement Administrator shall mail all such Postcard  
27 Notices no later than ten (10) days after dissemination of Email Notice.

28 14. The Court directs the Settlement Administrator to establish a Settlement

1 Website, making available copies of this Order, Class Notice (i.e., the Full Notice, Email  
2 Notice, Postcard Notice, and Publication Notice), the Settlement and all Exhibits thereto,  
3 a toll-free hotline, and such other information as may be of assistance to Class Members  
4 or required under the Settlement. The Class Notice shall be made available to Class  
5 Members through the Settlement Website on the date notice is first published and  
6 continuously thereafter through the Final Settlement Date (and on the websites of Class  
7 Counsel at their option during the same period).

8 15. The Settlement Administrator is ordered to publish the Publication Notice in  
9 the manner set forth in section 1.21 of the Settlement once every week for four (4)  
10 consecutive weeks beginning no later than thirty (30) days after entry of this Order.

11 16. The costs of Notice, distribution of benefits to Class Members under the  
12 Settlement, creating and maintaining the Settlement Website, and all other Settlement  
13 Administrator and Notice expenses shall be paid by Defendants up to the maximum sum  
14 specified in the Settlement in accordance with the applicable provisions of the Settlement.

15 **D. Procedure for Class Members to Participate in the Settlement**

16 17. Class Members are not required to submit a claim form in order to receive  
17 the benefits of the Settlement. Instead, the benefits in the form of the Gift Cards described  
18 in the Settlement (see section 2.1) shall be distributed to all Class Members who have not  
19 timely opted out of the Settlement.

20 18. The Settlement Administrator shall otherwise have the authority to accept or  
21 reject claims, if any, submitted by persons claiming to be Class Members in accordance  
22 with the Settlement.

23 19. Any Class Member may enter an appearance in the Action, at his or her own  
24 expense, individually or through counsel who is qualified to appear in the jurisdiction. All  
25 Class Members who do not enter an appearance will be represented by Class Counsel.

26 **E. Procedure for Requesting Exclusion from the Class**

27 20. All Class Members who do not timely exclude themselves from one or more  
28 of the Classes shall be bound by all determinations and judgments in the Action concerning

1 the Settlement, whether favorable or unfavorable to the Classes.

2 21. Any person falling within the definition of one or more of the Classes may,  
3 upon his or her request, be excluded from the Classes. To make this election, such person  
4 must send a signed letter or postcard to the Settlement Administrator no later than  
5 September 15, 2023, which is at least 120 calendar days from the date of this Order,  
6 stating: (a) the name and case number of the Action from which the Class Member seeks  
7 to be excluded, (b) the full name, email address, physical address, telephone number, and  
8 Class Member ID (available on the notice) of the person requesting exclusion; and (c) a  
9 signed statement that the Class Member is a legitimate Class Member in the Action and  
10 does not wish to participate in the Settlement of the Action, postmarked no later than the  
11 deadline stated above.

12 22. Any Class Member who does not send a signed request for exclusion  
13 postmarked or delivered on or before the time period described above will be deemed to  
14 be a Class Member for all purposes and will be bound by all judgments and further orders  
15 of this Court related to the settlement of the Action and by the terms of the Settlement, if  
16 finally approved by the Court. All persons who submit valid and timely requests for  
17 exclusion in the manner set forth in the Settlement shall have no rights under the  
18 Settlement and shall not be bound by the Settlement or the Final Order and Judgment.

19 23. Within ten (10) calendar days after September 15, 2023, the Settlement  
20 Administrator shall serve on Class Counsel and Defendants' Counsel a list of Class  
21 Members who have timely and validly excluded themselves from the Settlement Class.  
22 Class Counsel shall file this list with the Court at or before the Final Approval Hearing.

23 **F. Procedure for Objecting to the Settlement**

24 24. Any Class Member wishing to object to or oppose the approval of this  
25 Settlement, the motion for the incentive award to Plaintiffs, and/or Class Counsels' motion  
26 for attorneys' fees and costs, shall file with the Court a written objection no later than  
27 September 22, 2023, which is at least 120 calendar days from the date of this Order. The  
28 objecting Class Member must send a copy of the written objection and supporting



1 documents to the Court, Class Counsel, Defendants’ counsel, and the Settlement  
2 Administrator listed in section 5.23 of the Settlement Agreement. To be timely, a written  
3 objection to the Settlement must be submitted no later than the above-stated deadline. The  
4 submission date is deemed to be the date the objection is deposited in the U.S. Mail,  
5 FedEx, or UPS as evidenced by the postmark. It shall be the objecting Class Member’s  
6 responsibility to ensure receipt of any objection by the Court, Class Counsel, Defendants’  
7 Counsel, and the Settlement Administrator.

8 25. The objection must contain:

- 9 (a) the name and case number of the Action;
- 10 (b) the Class Member’s full name, address, telephone number, and Class  
11 Member ID (available on the notice);
- 12 (c) the words “Notice of Objection” or “Formal Objection”;
- 13 (d) in clear and concise terms, all legal and factual arguments supporting  
14 the objection, including supporting documentation;
- 15 (e) facts supporting the person’s status as a Class Member (e.g., either any  
16 unique identifier included by the Settlement Administrator in his or her notice such  
17 as the Class Member ID, or the date and location of his or her relevant purchases);
- 18 (f) the Class Member’s signature and the date;
- 19 (g) the following language immediately above the Class Member’s  
20 signature and date: “I declare under penalty of perjury under the laws of the United  
21 States of America that the foregoing statements regarding Class Membership are  
22 true and correct to the best of my knowledge”; and
- 23 (h) for Class Members intending to make an appearance at the Final  
24 Approval Hearing (with or without counsel), the objection must also be  
25 accompanied by a “Notice of Intention to Appear”

26 26. Any Class Member who fails to timely file and serve a written Objection  
27 containing all the information listed in (a) through (h) of the previous paragraph shall be  
28 deemed to have waived any objections and will be foreclosed from making any objections

1 (whether by a subsequent objection, intervention, appeal, or any other process) to the  
2 Settlement. Arguments not raised in the written objections shall be deemed intentionally  
3 waived.

4 27. If any objection is received by the Settlement Administrator, but not filed  
5 with the Court, the Settlement Administrator shall forward the Objection and all  
6 supporting documentation to Class Counsel and Counsel for Defendants. The failure of  
7 the Class Member to file the written objection with the Court shall be grounds for striking  
8 and/or overruling the objection, even if the objection is submitted to the Settlement  
9 Administrator.

10 28. Class Counsel will file with the Court their motions and briefs in support of  
11 Final Approval, the requested incentive awards for Plaintiffs, and attorneys' fees and costs,  
12 no later than September 8, 2023, which is fourteen (14) days before the deadline for Class  
13 Members to object to the Settlement or opt out of the Settlement.

14 29. Class Counsel and/or Defendants have the right, but not the obligation, to  
15 respond to any objection no later than seven (7) days prior to the Final Approval Hearing.  
16 The party so responding shall file a copy of the response with the Court, and shall serve a  
17 copy, by regular mail, hand or overnight delivery, to the objecting member of the Class or  
18 to the individually hired attorney for the objecting member of the Settlement Class; to  
19 Class Counsel; and to Defendants' Counsel.

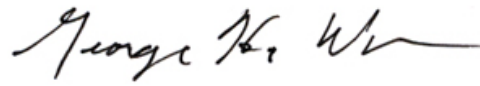
20 30. Based on the parties' Settlement Agreement and the foregoing provisions, the  
21 schedule in this matter shall be as follows:

<b>Event</b>	<b>Date/Deadline</b>
Preliminary Order Issued	Thursday, May 18, 2023
Deadline to Commence Publication Notice	Monday, June 19, 2023
Deadline to Send Email Notice	Monday, July 17, 2023
Deadline to Mail Postcard Notice	Thursday, July 27, 2023
Deadline to File Motion for Final Approval and Motion for Attorneys' Fees, Costs, and	Friday, September 1, 2023

1	Incentive Awards	
2	Deadline to Object or Opt Out	Friday, September 15, 2023
3	Deadline for Settlement Administrator to	Monday, September 25, 2023
4	Provide Opt-Out List to Counsel	
5	Deadline to Respond to Objections	Thursday, October 26, 2023
6	Final Approval/Fairness Hearing	Thursday, November 2, 2023 at 8:30 a.m.

31. All discovery in this Action is STAYED pending further order of the Court.

Dated: May 18, 2023



Hon. George H. Wu  
United States District Judge