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16 and On Behalf of All Others Similarly Situated

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

19 OLIVIA LEE, an individual, on behalf of
20 herself and all others similarly situated,

21 Plaintiff,

22 vs.

23 NASTYGAL.COM USA INC., a
24 Delaware corporation, NASTY GAL
25 LIMITED, a United Kingdom private
26 limited company, BOOHOO GROUP
27 PLC, a Jersey public limited company, and
28 DOES 1-10, inclusive.

Defendants.

CASE NO.: 2:20-cv-04659-GW-JEMx

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

- 1. **VIOLATION OF UNFAIR
COMPETITION LAW (CAL. BUS.
& PROF. CODE §§ 17200 *et seq.*)**
 - 2. **VIOLATION OF FALSE
ADVERTISING LAW (CAL. BUS. &
PROF. CODE §§ 17500 *et seq.*)**
 - 3. **VIOLATION OF CONSUMER
LEGAL REMEDIES ACT (CAL.
CIV. CODE §§ 1750 *et seq.*)**
 - 4. **FRAUD (INTENTIONAL
MISREPRESENTATIONS)**
 - 5. **FRAUDULENT
CONCEALMENT**
 - 6. **UNJUST ENRICHMENT**
- DEMAND FOR JURY TRIAL**

1 Plaintiff Olivia Lee (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby alleges the following at all times relevant to this complaint:

3 **I. BACKGROUND**

4 1. This action is brought against defendants NASTYGAL.COM USA INC.,
5 NASTY GAL LIMITED, and BOOHOO GROUP PLC (collectively, “Nasty Gal,”
6 “Boohoo-NG Companies,” or “Defendants”) for their false and deceptive pricing practices
7 in connection with their sale of clothing, accessories and other items on
8 <http://nastygal.com>.¹ Nasty Gal does so by advertising fake and inflated reference prices
9 to deceive customers into a false belief that the sale price is a deeply discounted bargain
10 price. For example, anyone visiting the Nasty Gal site on a given day during a “60% OFF
11 EVERYTHING” sale who buys a pair of jeans for \$20 based on a reference price of \$50 is
12 being misled. This is deception because those jeans have rarely, if ever, been sold in the
13 recent past on the site for \$60. Further, because Nasty Gal’s website is the only channel
14 through which its clothing is sold, Nasty Gal cannot justifiably claim that another retailer
15 has sold those jeans for \$60. In other words, Nasty Gal’s “sale” is not really a sale at all.
16 It is a scam. All the reference prices on Nasty Gal’s website are fake. They are not original,
17 regular, retail, or former prices. They are inflated prices posted to lure unsuspecting
18 customers into jumping at a fake “bargain.” Nasty Gal engages in this deceptive
19 advertising and pricing scheme to give customers the false impression that they are getting
20 a deal or bargain when in reality they are being swindled by fake sales and promotions. As
21 a result, customers are deceived into spending money they otherwise would not have spent,
22 purchasing items they otherwise would not have purchased, and/or spending more money
23 for an item than they otherwise would have absent the deceptive marketing. By this action,
24 Plaintiff seeks to put an immediate end to Nasty Gal’s deceptive advertising and marketing
25 practices and recover restitution and damages on behalf of all persons who have fallen
26

27 ¹ Upon information and belief, Nasty Gal also uses an app to showcase its U.S. website
28 products and make sales to U.S. residents of those products. Therefore, in the Complaint,
this website is used to denote sales using both the website and the app.

1 victim to Nasty Gal’s sham sales by purchasing products on Nasty Gal’s website from
2 March 2017 to the present.

3 **II. PARTIES**

4 2. Plaintiff Olivia Lee is a citizen of the State of California and resident of the
5 County of San Francisco.

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

9 4. Defendant Nasty Gal Limited is a private limited company organized and
10 existing under the laws of the United Kingdom. Nasty Gal Limited is the parent company
11 of Nasty Gal USA.

12 5. Defendant Boohoo Group PLC (“Boohoo Group”) is a public limited
13 company incorporated and domiciled in Jersey, a British Crown Dependency. Boohoo
14 Group is the parent company of the online clothing brands boohoo, boohooMAN,
15 PrettyLittleThing, Nasty Gal, Karen Millen, Coast, and Miss Pap. Boohoo Group acquired
16 Nasty Gal from bankruptcy proceedings in Los Angeles and completed its acquisition on
17 or about February 28, 2017.

18 6. The true names and capacities of defendants DOES 1 through 10, inclusive,
19 whether individual, plural, corporate, partnership, associate or otherwise, are not known to
20 Plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff is informed
21 and believes and thereon alleges that each of the defendants designated herein as DOE is
22 in some manner responsible for the acts and occurrences set forth herein. Plaintiff will
23 seek leave of court to amend this Complaint to show the true names and capacities of
24 defendants DOES 1 through 10, inclusive, as well as the manner in which each DOE
25 defendant is responsible, when the same have been ascertained.

26 7. Upon information and belief and at all times relevant to this Complaint: Nasty
27 Gal USA, Nasty Gal Limited, and Boohoo Group operated as one big company to market
28

1 and sell products throughout the U.S., including California. The “subsidiaries” operated
2 like divisions or departments within the larger Nasty Gal company.

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

8 9. Defendants, and each of them, aided and abetted, encouraged and rendered
9 substantial assistance in accomplishing the wrongful conduct and their wrongful goals and
10 other wrongdoing complained of herein. In taking action, as particularized herein, to aid
11 and abet and substantially assist the commission of these wrongful acts and other
12 wrongdoings complained of, each of the Defendants acted with an awareness of its primary
13 wrongdoing and realized that its conduct would substantially assist the accomplishment of
14 the wrongful conduct, wrongful goals, and wrongdoing.

15 **III. JURISDICTION AND VENUE**

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

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

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1 **IV. GENERAL ALLEGATIONS**

2 **A. Company Background.**

3 12. Nasty Gal is an online clothing, shoes, and accessories company founded in
4 2006 in San Francisco. In 2010, the company moved its headquarters to Los Angeles and
5 in the ensuing years, opened retail stores in the Los Angeles area (which have since closed).
6 The company is now based in Los Angeles and according to public filings, the company
7 acknowledges that “[t]he brand has its roots in Los Angeles” with its principal market in
8 the U.S. All products are sold under the company’s own “Nasty Gal” label. Nasty Gal
9 exclusively sells its products on its website at <http://nastygal.com>. Nasty Gal’s marketing
10 emphasizes their bargains and vast online presence, including 6 million followers on social
11 media. The company claims it has nearly one million active customers.

12 13. Nasty Gal offers customers a wide range of apparel, shoes, and accessories for
13 women. Products include, among other items, dresses, tops, jeans, workout gear,
14 sleepwear, swimwear, and formal and casual shoes. Because Defendants sells their “Nasty
15 Gal” products (i.e., “Nasty Gal”-branded items or items made primarily for Defendants
16 containing other branding) exclusively, or almost exclusively, on their website, there is no
17 other regular price or market price for the products they sell other than the price on the
18 company’s own website.

19 **B. Nasty Gal’s False and Deceptive Pricing Scheme.**

20 14. Unfortunately, Nasty Gal’s business model relies on deceiving customers with
21 fake sales. On a typical day, Nasty Gal prominently displays on its landing page some
22 form of a sale where all or nearly all products are supposedly marked down by a specified
23 percentage—for example, 40, 50, or 60% off. All or nearly all Nasty Gal products on the
24 site are represented as being marked down by the specified percentage discount from a
25 substantially higher reference price (hereafter, the “Reference Price”). The supposed
26 markdowns are represented to the customer by prominently displaying a crossed-out
27 Reference Price next to the sale price reduced by the specified percentage discount.
28 Alternatively, Nasty Gal runs the same fake promotions by providing customers with site-

1 wide promo codes and/or discounts—typically for 40, 50, or 60% off—which customers
2 may use to obtain reductions off items from the Reference Price. Nasty Gal employs these
3 deceptive tactics to convey to customers that the product had previously sold in the recent
4 past at the Reference Price, but is being sold to the customer at a substantial discount.

5 15. However, this Reference Price is almost always, if not always, a falsely
6 inflated price because Nasty Gal rarely, if ever, sells its items at the Reference Price. The
7 only purpose of the Reference Price is to mislead customers into believing that the
8 displayed Reference Price is an original, regular, or retail price at which Nasty Gal usually
9 sells the item or previously sold the item in the recent past. As a result, Nasty Gal falsely
10 conveys to customers that they are receiving a substantial markdown or discount, when in
11 reality the alleged discount is false and fraudulent. Moreover, because Nasty Gal products
12 are sold only through Nasty Gal’s website, the Reference Price cannot mean the prevailing
13 market price of the product at any outlet other than Nasty Gal’s website. Compounding
14 the deception, Nasty Gal’s website will often display a ticking countdown clock to give
15 customers a sense of urgency to take advantage of the fake promotions, when in reality,
16 Nasty Gal runs a promotion or sale on all, or nearly all, “Nasty Gal” items on its site
17 everyday (or at a minimum, most days).

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

25 **\$20.00 ~~\$50.00~~**

26 17. Nasty Gal further reinforces the false conception that the customer has
27 received a deep discount off of an original, retail, or regular price during the order process.
28 More specifically, Nasty Gal includes a line item for the “Promotions included” that the

1 customer has received. This computes the amount of the supposed discount received
2 through the false promotion that corresponds to the percentage markdown from the false
3 Reference Price the customer purportedly benefited from according to each product's
4 individual product description page. This phantom "Promotion" appears in the final order
5 confirmation and receipt displayed to customers and delivered to customers by e-mail after
6 the order has been completed and payment has been made. By doing so, Nasty Gal not
7 only deceives the customer with the sham sale, but then further uses that deception to build
8 goodwill to lure customers back for more fake promotions, sales, and discounts.

9 18. These pricing and advertising practices reflecting high-pressure fake sales and
10 promotions are patently deceptive. They are intended to mislead customers into believing
11 that they are getting a bargain by buying products from Nasty Gal on sale and at a
12 substantial and deep discount. The truth is that Nasty Gal rarely, if ever, sells any of its
13 products at the full Reference Price. The Reference Price is, therefore, an artificially
14 inflated price. In turn, the advertised discounts are thus nothing more than phantom
15 markdowns.

16 **C. The Plaintiff's Purchase of Falsely Advertised Items From Nastygal.com.**

17 19. Plaintiff Olivia Lee ("Plaintiff") fell victim to Nasty Gal's false advertising
18 and deceptive pricing practices. On or about November 10, 2019, Plaintiff visited Nasty
19 Gal's website to shop for shoes. Plaintiff saw on the website that Nasty Gal was running
20 a "60% OFF EVERYTHING" sale. Plaintiff browsed the site and observed that the
21 products offered each had a Reference Price and a sale price that was 60% off of the
22 Reference Price. She found a pair of shoes called the "Before They Make Me Run Chunky
23 Sneaker." The shoes were displayed on the site with a Reference Price of \$60.00 and a
24 sale price of \$24.00.

25 20. In other words, Plaintiff saw that Nasty Gal represented on the product
26 description page for each item, including the shoes she ultimately purchased, that they were
27 supposedly on sale for 60% off, pursuant to a "60% OFF EVERYTHING" sale, based on
28 a markdown from a Reference Price. The Reference Prices were displayed as a

1 substantially higher price.

2 21. Plaintiff thus purchased the product listed above. Before doing so, Plaintiff
3 relied on the representation that the product listed above had in fact been offered for sale,
4 or previously sold, in the recent past at the stated Reference Price as displayed by Nasty
5 Gal on its website. Plaintiff thus relied on Nasty Gal's representation that each product
6 listed above was truly on sale and being sold at a substantial markdown and discount, and
7 thereby was deceived by Nasty Gal.

8 22. Including postage and packing, Plaintiff paid \$34.31 for her order. After
9 deceiving Plaintiff into making the purchase, Nasty Gal reinforced to Plaintiff that she had
10 received a genuine and substantial bargain in connection with her purchase by representing
11 to her on her order confirmation that the "Promotions included" in her order amounted to
12 \$36.00 based on the "60% OFF EVERYTHING" sale.

13 23. The truth, however, is that the product Plaintiff purchased was not
14 substantially marked down or discounted, or at the very least, any discount she was
15 receiving had been grossly exaggerated. That is because the product Plaintiff bought had
16 not been offered for sale on Nasty Gal's website for any reasonably substantial period of
17 time (if ever) at the full Reference Price. In fact, for at least the 90-day period prior to
18 Plaintiff's purchase (and likely for a longer period), Nasty Gal does not appear to have
19 offered the item sold to Plaintiff at the Reference Price. The Reference Price was a fake
20 price used in Nasty Gal's deceptive marketing scheme.

21 24. Nasty Gal knows that the prices are fake and artificially inflated and
22 intentionally uses them in its deceptive pricing scheme on its website to increase sales and
23 profits by misleading Plaintiff and members of the putative class to believe that they are
24 buying products at a substantial discount. Nasty Gal thereby induces customers to buy
25 products they never would have bought—or at the very least, to pay more for merchandise
26 than they otherwise would have if Defendants were simply being truthful about their
27 "sales" and "promotions."

28 25. Therefore, Plaintiff would not have purchased the item listed above, or at the

1 very least, would not have paid as much as she did, had Nasty Gal been truthful. Plaintiff
2 was persuaded to make her purchase only because of the fake sale based on Nasty Gal's
3 fake Reference Price.

4 **D. Research Shows That the Use of Reference Price Advertising Schemes**
5 **Similar to Nasty Gal's Deceptive Pricing Scheme Influences Consumer**
6 **Behavior and Affects Consumers' Perceptions of a Product's Value.**

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

22 27. Professors Compeau and Grewal reached similar conclusions in a 2002 article:
23 "decades of research support the conclusion that advertised reference prices do indeed
24 enhance consumers' perceptions of the value of the deal." Dhruv Grewal & Larry D.
25 Compeau, *Comparative Price Advertising: Believe It Or Not*, J. of Consumer Affairs, Vol.
26 36, No. 2, at 287 (Winter 2002). The professors also found that "[c]onsumers are
27 influenced by comparison prices *even when the stated reference prices are implausibly*
28 *high.*" *Id.* (emphasis added).

28 28. In another scholarly publication, Professors Joan Lindsey-Mullikin and Ross

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

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

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

21 31. The unmistakable inference to be drawn from this research and the Ninth
22 Circuit’s opinion in *Hinojos* is that the deceptive advertising through the use of false
23 reference pricing employed here by Nasty Gal is intended to, and does in fact, influence
24 customer behavior—as it did Plaintiff’s purchasing decision here—by artificially inflating
25 customer perceptions of a given item’s value and causing customers to spend money to
26 purchase items they otherwise would not have, and/or to spend more money for a product
27 than they otherwise would have absent the deceptive advertising.

28

1 **V. CLASS ACTION ALLEGATIONS**

2 32. Plaintiff brings this action on behalf of herself and all persons similarly
3 situated pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil
4 Procedure and seeks certification of the following class:

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

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

13 34. In the alternative, Plaintiff seeks certification of the following class pursuant
14 to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure:

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

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

23 36. Plaintiff reserves the right to expand, limit, modify, or amend the class
24 definitions stated above, including the addition of one or more subclasses, in connection
25 with her motion for class certification, or at any other time, based upon, among other things,
26 changing circumstances, or new facts obtained during discovery.

27 37. **Numerosity.** The Class is so numerous that joinder of all members in one
28 action is impracticable. The exact number and identities of the members of the Class is

1 unknown to Plaintiff at this time and can only be ascertained through appropriate discovery,
2 but on information and belief, Plaintiff alleges that there are in excess of one (1) million
3 members of the Class.

4 38. **Typicality.** Plaintiff’s claims are typical of those of other members of the
5 Class, all of whom have suffered similar harm due to Defendants’ course of conduct as
6 described herein.

7 39. **Adequacy of Representation.** Plaintiff is an adequate representative of the
8 Class and will fairly and adequately protect the interests of the Class. Plaintiff has retained
9 attorneys who are experienced in the handling of complex litigation and class actions, and
10 Plaintiff and her counsel intend to prosecute this action vigorously.

11 40. **Existence and Predominance of Common Questions of Law or Fact.**
12 Common questions of law and fact exist as to all members of the Class that predominate
13 over any questions affecting only individual members of the Class. These common legal
14 and factual questions, which do not vary among members of the Class, and which may be
15 determined without reference to the individual circumstances of any member of the Class,
16 include, but are not limited to, the following:

- 17 (a) Whether, during the Class Period, Defendants advertised false
18 Reference Prices on products offered on their website.
- 19 (b) Whether, during the Class Period, Defendants advertised price
20 discounts from false Reference Prices on products offered on their
21 website.
- 22 (c) Whether the products listed on Defendants’ website during the Class
23 Period were offered at their Reference Prices for any reasonably
24 substantial period of time prior to being offered at prices that were
25 discounted from their Reference Prices.
- 26 (d) Does Defendants’ deceptive pricing scheme using false Reference
27 Prices constitute an “unlawful,” “unfair,” or “fraudulent” business
28 practice in violation of the California Unfair Competition Law, Cal.
Bus & Prof. Code § 17200, *et seq.*?
- (e) Does Defendants’ deceptive pricing scheme using false Reference
Prices constitute “unfair, deceptive, untrue or misleading advertising”

1 in violation of the California Unfair Competition Law, Cal. Bus & Prof.
2 Code § 17200, *et seq.*?

3 (f) Does Defendants' deceptive pricing scheme using false Reference
4 Prices constitute false advertising in violation of the California False
5 Advertising Law under Business & Professions Code section 17500, *et*
6 *seq.*?

7 (g) Whether Defendants' false Reference Prices on products offered on
8 their website during the Class Period are false representations.

9 (h) Whether and when Defendants learned that false Reference Prices on
10 products offered on their website during the Class Period are false
11 representations.

12 (i) What did Defendants hope to gain from using a false Reference Price
13 scheme?

14 (j) What did Defendants gain from their false Reference Price scheme?

15 (k) Whether Defendants' use of false Reference Prices on products offered
16 on their website during the Class Period was material.

17 (l) Whether Defendants had a duty to disclose to their customers that the
18 Reference Prices were fake "original" prices in furtherance of sham
19 sales.

20 (m) To what extent did Defendants' conduct cause harm to the Class?

21 (n) Whether the members of the Class are entitled to damages and/or
22 restitution.

23 (o) What type of injunctive relief is appropriate and necessary to enjoin
24 Defendants from continuing to engage in false or misleading
25 advertising?

26 (p) Whether Defendants' conduct was undertaken with conscious disregard
27 of the rights of the members of the Class and was done with fraud,
28 oppression, and/or malice.

41. **Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all members of the Class is impracticable. Requiring each individual class member to file an individual lawsuit would unreasonably consume the amounts that may be recovered. Even if every member of the Class could afford individual litigation, the adjudication of at

1 least tens of thousands of identical claims would be unduly burdensome to the courts.
2 Individualized litigation would also present the potential for varying, inconsistent, or
3 contradictory judgments and would magnify the delay and expense to all parties and to the
4 court system resulting from multiple trials of the same factual issues. By contrast, the
5 conduct of this action as a class action, with respect to some or all of the issues presented
6 herein, presents no management difficulties, conserves the resources of the parties and of
7 the court system, and protects the rights of the members of the Class. Plaintiff anticipates
8 no difficulty in the management of this action as a class action. The prosecution of separate
9 actions by individual members of the Class may create a risk of adjudications with respect
10 to them that would, as a practical matter, be dispositive of the interests of the other members
11 of the Class not parties to such adjudications or that would substantially impair or impede
12 the ability of such non-party Class members to protect their interests.

13 42. **Ascertainability.** Upon information and belief, Defendants keep extensive
14 computerized records of their sales and customers through, among other things, databases
15 storing customer orders, customer order histories, customer profiles, customer loyalty
16 programs, and general marketing programs. Defendants have one or more databases
17 through which a significant majority of members of the Class may be identified and
18 ascertained, and they maintain contact information, including email addresses and home
19 addresses (such as billing, mailing, and shipping addresses), through which notice of this
20 action is capable of being disseminated in accordance with due process requirements.

21 43. The California Class also satisfies each of the class action requirements set
22 forth above. The allegations set forth above with regards to the Class, thus, apply equally
23 to the California Class.

24 **VI. ALTER EGO AND AGENCY RELATIONSHIP BETWEEN THE** 25 **DEFENDANTS**

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

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

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

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

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

1 Boohoo Group, in actuality, was not really separate from Nasty Gal USA or Nasty Gal
2 Limited. Specifically, there is such unity of interest and ownership that separate
3 personalities of the three entities no longer exist and the failure to disregard their separate
4 identities would result in fraud or injustice.

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

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

16 50. The information forming the basis upon which Plaintiff has formed the beliefs
17 set forth in paragraphs 44 through 49 includes, but is not limited to, the information stated
18 in the ensuing paragraphs.

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

1 and Nasty Gal Limited and was substantially subject to their control.

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

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

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

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

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

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

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

26 59. Upon information and belief and at all times relevant to this Complaint: In or
27 about 2017-18, Boohoo Group, exercising its dominion and control over its various
28 subsidiaries and brands, directed Boohoo, Nasty Gal, and PrettyLittleThing to leverage the

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

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

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

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

28 63. Moreover, in addition to M. Kamani and Catto, Allan Pollitt has an executive

1 management role in both Nasty Gal Limited (Director) and Nasty Gal USA (Company
2 Secretary).

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

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

9 66. The Boohoo-NG Companies' U.S. headquarters is presently located at 2135
10 Bay Street, Los Angeles, CA 90021. Boohoo Group boasts about having offices in "Los
11 Angeles."

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

18 68. Nasty Gal USA maintains Boohoo Group and Nasty Gal Limited's U.S.
19 headquarters and marketing office for the "Nasty Gal" brand in Los Angeles, California,
20 so that the Boohoo-NG Companies can maximize sales to U.S. residents. For example, in
21 its annual report, Boohoo Group, which owns 100% of Nasty Gal USA through Nasty Gal
22 Limited, describes Nasty Gal USA's principal activity as "Marketing," and identifies the
23 address of Nasty Gal USA's Los Angeles headquarters office. Nasty Gal Limited, which
24 owns 100 percent of Nasty Gal USA, also describes Nasty Gal USA's "Principal activity"
25 as "Marketing." Similarly, according to the most recent Statement of Information filed
26 with the California Secretary of State for Nasty Gal USA, the company is engaged in the
27 business of "Marketing services."

28 69. There are no physical "Nasty Gal" retail stores in the U.S. Nor is Plaintiff

1 aware of any “Nasty Gal” business other than the online sale of clothing, shoes, and
2 accessories. Therefore, the only “marketing” Nasty Gal USA is engaged in is with regards
3 to the sale of “Nasty Gal” clothing, shoes, and accessories to California and other U.S.
4 customers on <http://nastygal.com>—the same marketing that, as described above,
5 constitutes false advertising in violation of the law.

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

11 71. Under the overarching direction of Boohoo Group, Nasty Gal Limited in the
12 UK and Nasty Gal USA in Los Angeles together coordinate the marketing and sales of
13 “Nasty Gal” products to U.S. and California residents.

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

18 73. On Nasty Gal’s LinkedIn page, the company makes no distinction between
19 Nasty Gal USA and Nasty Gal Limited. Instead, the company is simply listed as “Nasty
20 Gal” with its location as “Los Angeles, CA.” On the About page, the company states:
21 “While we’re rooted in California, we live globally online. Our headquarters are based in
22 Downtown LA and Manchester, UK.” On the same page, the company goes further to
23 describe its unmistakable link to Los Angeles, stating it is “rooted in Los Angeles” with a
24 “head office” in “Downtown LA.” The company underscores a fourth time on the same
25 LinkedIn page that Nasty Gal is linked to Los Angeles, stating that its “Headquarters” are
26 in “Los Angeles, CA.” In fact, below this, Nasty Gal includes an interactive map where
27 visitors can see all of Nasty Gal’s “Locations,” of which, there are only two—Los Angeles
28 and Manchester.

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

3 75. Boohoo.com PLC, which changed its name to Boohoo Group PLC in July
4 2018, acquired the Nasty Gal brand in 2017. Shortly after the completion of the acquisition,
5 Boohoo Group announced the company would continue to be based in Los Angeles.

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

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

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

23 79. The compensation of the Directors of Nasty Gal Limited are not paid by Nasty
24 Gal Limited; rather, they are paid by Boohoo Group.

25 80. Upon information and belief and at all times relevant to this Complaint:
26 Boohoo Group, through, *inter alia*, M. Kamani, exercised substantial dominion and control
27 over Nasty Gal Limited and Nasty Gal USA’s operations, disregarded the existence of these
28 entities, failed to maintain an arm’s length relationship with these subsidiaries, used

1 substantial assets of these subsidiaries for its own benefit, caused the assets of these
2 subsidiaries to be transferred to itself without adequate consideration in a manner that left
3 the subsidiaries undercapitalized to pay judgments and other such obligations.

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

9 82. Defendants, and each of them, aided and abetted, encouraged and rendered
10 substantial assistance in accomplishing the wrongful conduct and their wrongful goals and
11 other wrongdoing complained of herein. In taking action, as particularized herein, to aid
12 and abet and substantially assist the commission of these wrongful acts and other
13 wrongdoings complained of, each of the Defendants acted with an awareness of its primary
14 wrongdoing and realized that its conduct would substantially assist the accomplishment of
15 the wrongful conduct, wrongful goals, and wrongdoing.

16 83. Under the facts and circumstances of this case, Defendants, and each of them,
17 acted with such a unity of interest and/or ownership such that there was no individuality or
18 separateness between them.

19 84. Under the facts and circumstances of this case, adherence to the fiction of
20 separate existence of Boohoo Group, Nasty Gal Limited, and Nasty Gal USA would
21 sanction a fraud and promote injustice in that it would allow the Boohoo-NG Companies
22 to use their corporate layering scheme to continue selling goods in U.S. and California
23 markets without following U.S. and California laws, and to avoid payment of damages to
24 U.S. and California residents for injuries caused by the Boohoo-NG Companies acting
25 collectively as one big unit. Defendants are indeed alter egos of one another and any of
26 their debts and obligations should be fully assigned to all of them.

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FIRST CLAIM FOR RELIEF

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

(By Plaintiff Against Defendants on Behalf of the Class, or in the Alternative, the California Class)

85. Plaintiff restates and re-alleges paragraphs 1 through 84 as if fully set forth herein.

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

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

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

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

(a) One of the most commonly used forms of bargain advertising is to offer 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 on a regular basis for a reasonably substantial period of time, it provides a

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

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

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

25 (d) Other illustrations of fictitious price comparisons could be given. An
26 advertiser might use a price at which he never offered the article at all; he
27 might feature a price which was not used in the regular course of business, or
28 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.

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

(e) If the former price is set forth in the advertisement, whether
accompanied or not by descriptive terminology such as “Regularly,”
“Usually,” “Formerly,” etc., the advertiser should make certain that the former

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

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

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

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

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

93. Moreover, as detailed below in the Third Claim for Relief, Defendants’
conduct also violates the California Consumer Legal Remedies Act (“CLRA”). *See* Cal.
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 94. 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 95. 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 96. The harm to Plaintiff 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 97. 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 98. 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 99. 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 their website were not, in fact, prices at which “Nasty Gal” items had sold for
9 in the recent past for a reasonably substantial period of time, but that instead, in reality,
10 Defendants’ products rarely (if ever) were offered at the advertised Reference Prices.
11 Defendants, however, concealed this material information from customers and the general
12 public. Members of the public, therefore, were also likely to be deceived by Defendants’
13 failure to disclose material information.

14 100. Plaintiff and each member of the Class suffered an injury in fact and lost
15 money or property as a result of Defendants’ unlawful, unfair, and/or fraudulent business
16 practices, and as a result of Defendants’ unfair, deceptive, untrue or misleading advertising.

17 101. Plaintiff, on behalf of herself and the members of the Class, seeks restitution
18 and disgorgement of all moneys received by Defendants through the conduct described
19 above.

20 102. Plaintiff, on behalf of herself and the members of the Class, seeks a temporary,
21 preliminary, and/or permanent injunction from this Court prohibiting Defendants from
22 engaging in the patterns and practices described herein, including but not limited to, putting
23 a stop to their deceptive advertisements and false Reference Prices in connection with their
24 sale of products on their website.

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SECOND CLAIM FOR RELIEF

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

**(By Plaintiff Against Defendants on Behalf of the Class, or in the Alternative, the
California Class)**

103. Plaintiff restates and re-alleges paragraphs 1 through 102 as if fully set forth herein.

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

105. Similarly, another section of the FAL provides, in relevant part, that “no price shall be advertised as a former price of any advertised thing, unless the alleged former price was the prevailing market price . . . 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.” Cal Bus. & Prof. Code § 17501.

106. Here, Defendants routinely disseminated on their website false Reference Prices for the products offered for sale on their website, including to Plaintiff. Such statements of Defendants were untrue, or at the very least, were misleading. Among other things, Defendants rarely, if ever, offered “Nasty Gal” products on their website at the Reference Prices displayed in connection with their products. Further, Defendants rarely, if ever, offered “Nasty Gal” products on their website at the Reference Prices within the

1 three months immediately preceding the publication of the Reference Prices. Defendants
2 thus misled customers, including Plaintiff, into believing that the Reference Prices are/were
3 genuine original or former prices and that the “sale” prices relative to the published
4 Reference Prices, in fact, reflected real and substantial discounts. Defendants’ deceptive
5 marketing practice gave consumers the false impression that their products regularly sold
6 for a substantially higher price in the recent past than they actually were and thus led to the
7 false impression that Defendants’ products were worth more than they actually were.

8 107. Defendants engaged in this deceptive conduct with the intent to dispose of
9 personal property—namely, with the intent to increase the sale of “Nasty Gal” clothing,
10 shoes, accessories, and other items offered by Defendants on their website.

11 108. Defendants knew, or by the exercise of reasonable care should have known,
12 that their dissemination of Reference Prices for the “Nasty Gal” products sold on their
13 website was untrue and/or misleading. Among other things, Defendants displayed the
14 Reference Prices in connection with the “Nasty Gal” products sold on their website even
15 though they knew, or in the exercise of reasonable care should have known, that such
16 products had rarely, if ever, sold at the Reference Prices.

17 109. As a direct and proximate result of Defendants’ misleading and false
18 advertisements, Plaintiff and members of the Class have suffered injury in fact and have
19 lost money. As such, Plaintiff requests that this Court order Defendants to restore this
20 money to Plaintiff and all members of the Class, and to enjoin Defendants from continuing
21 their false and misleading advertising practices in violation of California law in the future.
22 Otherwise, Plaintiff, members of the Class, and the broader general public will be
23 irreparably harmed and/or denied an effective and complete remedy.

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THIRD CLAIM FOR RELIEF

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

**(By Plaintiff Against Defendants on Behalf of the Class, or in the Alternative, the
California Class)**

110. Plaintiff restates and re-alleges paragraphs 1 through 109 as if fully set forth herein.

111. 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.

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

113. 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 Plaintiff and the Class which were intended to result in, and did result in, the sale of Defendants’ 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, existence of, or amounts of price reductions (Cal. Civ. Code

1 § 1770(a)(13)).

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

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

24 116. Pursuant to California Civil Code section 1782(a), Plaintiff’s counsel notified
25 Defendant Nasty Gal USA and Boohoo Group in writing by certified mail of the particular
26 violations of Civil Code section 1770 and demanded that they rectify the problems
27 associated with the actions detailed above and give notice to all affected consumers of their
28 intent to act. Nasty Gal USA and Boohoo Group failed to take necessary and appropriate

1 action to rectify their violations of the CLRA within thirty (30) days of Plaintiff’s notice.
2 Therefore, Plaintiff seeks actual damages, restitution, and punitive damages against Nasty
3 Gal USA and Boohoo Group under the CLRA for harm suffered in an amount to be proven
4 at trial.

5 117. Pursuant to California Civil Code section 1782(a), Plaintiff’s counsel has
6 notified Defendant Nasty Gal Limited in writing by certified and registered mail of the
7 particular violations of Civil Code section 1770 and demanded that it rectify the problems
8 associated with the actions detailed above and give notice to all affected consumers of its
9 intent to act. If Nasty Gal Limited fails to take necessary and appropriate action to rectify
10 its violations of the CLRA within thirty (30) days of Plaintiff’s notice, Plaintiff will amend
11 this Complaint to seek actual, punitive, and statutory damages as appropriate against Nasty
12 Gal Limited under the CLRA.

13 118. Plaintiff seeks an injunction for Defendants’ violations of the CLRA to enjoin
14 Defendants’ methods, acts, and practices of deceiving customers through their false and
15 misleading pricing scheme as outlined above. In addition, Plaintiff seeks any other relief
16 that the Court deems proper pursuant to the CLRA.

17 **FOURTH CLAIM FOR RELIEF**

18 **FRAUD (INTENTIONAL MISREPRESENTATIONS)**

19 **(By Plaintiff Against Defendants on Behalf of the Class, or in the Alternative, the**
20 **California Class)**

21 119. Plaintiff restates and re-alleges paragraphs 1 through 118 as if fully set forth
22 herein.

23 120. Defendants uniformly represented to all members of the Class during the
24 Class Period in connection with their “Nasty Gal” clothing, accessories, and other items on
25 their website that each item had a Reference Price. They make this uniform representation
26 by displaying on the product description page for each item, as well as on the thumbnail
27 displays of each product when presented as a list, a Reference Price substantially higher
28 than the offered selling price, which is marked down or discounted from the Reference

1 Price by a specified percentage discount.

2 121. Defendants' representation is false. Among other things, Defendants'
3 representation conveyed false information about the items Plaintiff and the Class
4 purchased, namely that the items they purchased had sold in the recent past for a reasonably
5 substantial period of time at the higher Reference Price displayed on Defendants' website
6 and/or in the prevailing market. The truth is that Defendants rarely, if ever, previously
7 offered for sale and/or sold their "Nasty Gal" products at the higher Reference Price for
8 any reasonably substantial period of time. Moreover, the Reference Prices Defendants
9 represented in connection with their "Nasty Gal" products necessarily cannot be prevailing
10 market prices because Defendants sell their products only on their website and thus, the
11 items were not sold elsewhere for any other price besides the falsely discounted sale price
12 at which customers bought items from Defendants.

13 122. Defendants knew that their representations were false when they made them,
14 or at the very least, they made the representations recklessly and without regard for their
15 truth. In other words, Defendants knew that the items Plaintiff and the Class purchased
16 had rarely, if ever, sold at the substantially higher Reference Price displayed on
17 Defendants' website in the recent past and/or in the prevailing market.

18 123. Defendants' representations were made with the intent that Plaintiff and the
19 Class rely on the false representations and spend money to purchase items they otherwise
20 would not have, and/or to spend more money for an item than they otherwise would have
21 absent the deceptive marketing scheme. Defendants engaged in this fraud to the Plaintiff
22 and the Class's detriment in order to increase Defendants' own sales and profits.

23 124. Plaintiff and the Class reasonably relied on Defendants' representations.
24 Absent Defendants' misrepresentations, Plaintiff and the Class would not have purchased
25 the items they purchased from Defendants, or, at the very least, they would not have paid
26 as much for the items as they ultimately did. Plaintiff and the Class's reliance was a
27 substantial factor in causing them harm.

28 125. As a direct and proximate result of the above, Plaintiff and the Class have

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

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

13 **FIFTH CLAIM FOR RELIEF**
14 **FRAUDULENT CONCEALMENT**

15 **(By Plaintiff Against Defendants on Behalf of the Class, or in the Alternative, the**
16 **California Class)**

17 127. Plaintiff restates and re-alleges paragraphs 1 through 126 as if fully set forth
18 herein.

19 128. Defendants uniformly disclosed some facts to Plaintiff and all members of the
20 Class during the Class Period in connection with their “Nasty Gal” clothing, shoes,
21 accessories, and other items on their website. Namely, Defendants disclosed a Reference
22 Price, intended to reflect an original, retail, or former price, for each item by displaying on
23 the product description page for each item, as well as on the thumbnail displays of each
24 product when presented as a list, a Reference Price substantially higher than the offered
25 selling price, which is marked down by a specified percentage discount.

26 129. Defendants, however, intentionally failed to disclose other facts, making
27 Defendants’ disclosure deceptive. Specifically, Defendants failed to disclose that
28 Defendants rarely, if ever, previously offered for sale and/or sold their “Nasty Gal”

1 products at the higher Reference Price for any reasonably substantial period of time.
2 Moreover, Defendants failed to disclose that the Reference Prices necessarily cannot be
3 prevailing market prices because Defendants sell their “Nasty Gal” products only on their
4 website and thus, the items were never sold elsewhere for any other price besides the falsely
5 discounted sale price at which customers bought items from Defendants. As a result,
6 Defendants deceived Plaintiff and the Class into believing that they were purchasing items
7 at a substantial markdown or discount when, in reality, the false Reference Price and
8 discounting practice artificially inflated the true market value of the items they purchased.

9 130. As a separate basis for concealment, Defendants uniformly and intentionally
10 concealed from Plaintiff and all members of the Class that the items they purchased from
11 Defendants had rarely, if ever, been sold by Defendants in the recent past at the
12 substantially higher Reference Price displayed on Defendants’ website and/or in the
13 prevailing market. These were facts known only to Defendants that Plaintiff and the Class
14 could not have discovered.

15 131. Plaintiff and the Class did not know of the concealed facts.

16 132. Defendants intended to deceive Plaintiff and the Class by concealing the facts
17 described above.

18 133. Had the omitted information been disclosed, Plaintiff reasonably would have
19 behaved differently. Among other things, Plaintiff would not have purchased the item she
20 purchased from Defendants, or, at the very least, she would not have paid as much for the
21 item as she ultimately did.

22 134. The omitted information was material and thus, reliance is presumed on a
23 classwide basis. The omitted information related to the price of the items sold on
24 Defendants’ website and whether Plaintiff was receiving a true and genuine substantial
25 discount or whether instead Plaintiff was being deceived into by products through pricing
26 scheme utilizing fake, artificially inflated original prices. A reasonable person would
27 plainly attach importance to matters affecting pricing in determining his or her purchasing
28 decision.

1 135. As a direct and proximate result of the above, Plaintiff and the Class have been
2 harmed and suffered damages in an amount to be proven at trial.

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

14 **SIXTH CLAIM FOR RELIEF**

15 **RESTITUTION FOR UNJUST ENRICHMENT**

16 **(By Plaintiff Against Defendants on Behalf of the Class, or in the Alternative, the**
17 **California Class)**

18 137. Plaintiff restates and re-alleges paragraphs 1 through 136 as if fully set forth
19 herein.

20 138. Plaintiff brings this restitution claim for relief based on Defendants' unjust
21 enrichment.

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

25 140. By their wrongful acts and omissions, Defendants, and each of them, were
26 unjustly enriched at the expense of and to the detriment of Plaintiff and the Class and/or
27 while Plaintiff and the Class were unjustly deprived. That is, Defendants' unlawful and
28 deceptive pricing scheme induced Plaintiff and the Class to spend money to purchase items

1 they otherwise would not have, and/or to spend more money for items than they otherwise
2 would have absent the deceptive advertising.

3 141. On behalf of the Class, Plaintiff seeks restitution from Defendants, and each
4 of them, and seeks an order of this Court disgorging all payments, commissions, profits,
5 benefits, and other compensation obtained by Defendants, and each of them, from their
6 wrongful conduct.

7 **VII. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them,
9 as follows:

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

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

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

19 3. For an award of restitution and disgorgement of moneys paid that Defendants
20 obtained as a result of their unlawful, unfair, and fraudulent business practices, and as a
21 result of their unfair, deceptive, untrue, and misleading advertising, all as described above.

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

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

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

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

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

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

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

10 3. For an award of restitution and disgorgement of moneys paid that Defendants
11 obtained as a result of their unfair, deceptive, untrue, and misleading advertising, all as
12 described above.

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

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

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

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

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

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

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

27 3. For actual damages in an amount to be proven at trial against Boohoo Group
28 and Nasty Gal USA.

1 4. For an award of restitution and disgorgement of moneys paid that Boohoo
2 Group and Nasty Gal USA obtained as a result of their deceptive and misleading conduct,
3 all as described above.

4 5. For punitive damages in an amount sufficient to punish Boohoo Group and
5 Nasty Gal USA and to deter them from engaging in wrongful conduct in the future.

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

7 7. For attorneys' fees incurred herein pursuant to California Civil Code section
8 1780, or to the extent otherwise permitted by law.

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

10 **ON THE FOURTH CLAIM FOR RELIEF FOR FRAUD (AFFIRMATIVE**
11 **MISREPRESENTATIONS)**

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

16 2. For compensatory damages in an amount to be proven at trial.

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

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

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

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

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

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 Plaintiff be designated the class representative, and that undersigned counsel be designated
27 as class counsel.

28 2. For compensatory damages in an amount to be proven at trial.

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

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

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

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

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

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

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

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

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

18 **JURY DEMAND**

19 Plaintiff, on behalf of herself and all others similarly situated, hereby demands a trial
20 by jury on all triable issues.

21 Dated: August 7, 2020

ALMADANI LAW

22 By: /s/ Yasin M. Almadani
23 Yasin M. Almadani

24 AI LAW, PLC

25 By: /s/ Ahmed Ibrahim
26 Ahmed Ibrahim
27 Attorneys for Plaintiff, Individually and
28 On Behalf of All Others Similarly Situated