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*Haya Hilton, and Olivia Lee Individually*  
10 *and On Behalf of All Others Similarly Situated*

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DIVISION**  
14

15 FARID KHAN, an individual, on behalf  
of himself and all others similarly  
16 situated,

17 Plaintiff,

18 v.

19 BOOHOO.COM USA, INC., a  
Delaware corporation, BOOHOO.COM  
20 UK LIMITED, a United Kingdom  
private limited company, BOOHOO  
21 GROUP PLC, a Jersey public limited  
company, and DOES 1-10, inclusive,  
22

23 Defendants.  
24

**CASE NO.: 2:20-cv-03332-GW-JEMx**

Consolidated for Pretrial Purposes with:  
No. 2:20-cv-04658-GW-JEM  
No. 2:20-cv-04659-GW-JEM

**PLAINTIFFS' NOTICE OF LODGING  
REVISED EXHIBITS TO CLASS  
ACTION SETTLEMENT  
AGREEMENT**

**Hearing Information:**

Date: June 2, 2022  
Time: 3:00 p.m.  
Courtroom: 9D  
Judge: Hon. George H. Wu

Action Filed: April 9, 2020  
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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD**

2 **PLEASE TAKE NOTICE THAT** Plaintiffs Farid Khan, Haya Hilton, and Olivia  
3 Lee (“Plaintiffs”), by and through their undersigned counsel of record, hereby lodge  
4 revised exhibits to the Class Action Settlement Agreement and Release (the “Settlement”)  
5 attached as Exhibit 1 to the Declaration of Ahmed Ibrahim in Support of Motion for  
6 Preliminary Approval of Class Action Settlement. (*See* D.E. 133-1.) These revised  
7 exhibits, referenced below and attached hereto, are being submitted for the Court’s  
8 consideration to address the Court’s comments in its Tentative Ruling on Plaintiffs’  
9 Motion for Preliminary Approval of Class Action Settlement, Provisional Certification of  
10 California Settlement Class, and Approval of Procedure for and Form of Notice. (*See* D.E.  
11 148 at 12-14.) The changes to these exhibits have been approved by Defendants’ counsel.  
12 Plaintiffs hereby lodge both redlined copies of each revised exhibit to show the changes  
13 they have made to each exhibit (*see* Exhibits 1-A through 1-E) and clean copies of each  
14 revised exhibit (*see* Exhibits 2-A through 2-E).

15 **Exhibit 1-A:** Revised [Proposed] Order Granting Preliminary Approval of Class  
16 Settlement, Conditionally Certifying the Settlement Class, Providing for Notice, and  
17 Scheduling Order (Redlined Version)

18 **Exhibit 1-B:** Revised Email Notice of Proposed Class Action Settlement (Redlined  
19 Version)

20 **Exhibit 1-C:** Revised Full Notice of Proposed Class Action Settlement (Redlined  
21 Version)

22 **Exhibit 1-D:** Revised Publication Notice of Proposed Class Action Settlement  
23 (Redlined Version)

24 **Exhibit 1-E:** Revised Postcard Notice of Proposed Class Action Settlement  
25 (Redlined Version)

26 **Exhibit 2-A:** Revised [Proposed] Order Granting Preliminary Approval of Class  
27 Settlement, Conditionally Certifying the Settlement Class, Providing for Notice, and  
28 Scheduling Order (Clean Version)

1           **Exhibit 2-B:** Revised Email Notice of Proposed Class Action Settlement (Clean  
2 Version)

3           **Exhibit 2-C:** Revised Full Notice of Proposed Class Action Settlement (Clean  
4 Version)

5           **Exhibit 2-D:** Revised Publication Notice of Proposed Class Action Settlement  
6 (Clean Version)

7           **Exhibit 2-E:** Revised Postcard Notice of Proposed Class Action Settlement (Clean  
8 Version)

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10          Dated: June 2, 2022

Respectfully submitted,

11

ALMADANI LAW

12

*/s/ Yasin M. Almadani*

13

\_\_\_\_\_  
Yasin M. Almadani, Esq.

14

AI LAW, PLC

15

*/s/ Ahmed Ibrahim*

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\_\_\_\_\_  
Ahmed Ibrahim, Esq.

17

*Attorneys for Plaintiffs Individually and  
On Behalf of All Others Similarly Situated*

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# **EXHIBIT 1-A**

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

FARID KHAN, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

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, and DOES 1-10, inclusive,

Defendants.

**CASE NO.: 2:20-cv-03332 GW (JEMx)**

Consolidated for Pretrial Purposes with:  
No. 2:20-cv-04658-GW-JEM  
No. 2:20-cv-04659-GW-JEM

**CLASS ACTION**

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

1 WHEREAS, this litigation involves the following three separate class action  
2 lawsuits, which have been consolidated before this Court for pretrial purposes: (1)  
3 *Khan v. Boohoo.com USA, Inc., et al.*, No. 2:20-cv-03332-GW (JEMx), (2) *Hilton v.*  
4 *PrettyLittleThing.com USA, Inc., et al.*, 2:20-cv-04658-GW (JEMx), and (3) *Lee v.*  
5 *NastyGal.com USA, Inc., et al.*, 2:20-cv-04659-GW (JEMx) (collectively referred to  
6 hereafter as the “Actions”).

7 AND, WHEREAS, Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee  
8 (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated,  
9 on the one hand, and Defendants Boohoo Group PLC, Boohoo.com USA, Inc.,  
10 Boohoo.com UK Limited, PrettyLittleThing.com USA, Inc., PrettyLittleThing.com  
11 Limited, NastyGal.com USA, Inc., and Nasty Gal Limited (collectively,  
12 “Defendants”), on the other hand, have entered into a Class Action Settlement  
13 Agreement and Release, filed May 23, 2022, after arms-length settlement discussions  
14 (the “Settlement”);

15 AND, WHEREAS, the Court has received and considered the Settlement,  
16 including the accompanying exhibits;

17 AND, WHEREAS, the Parties have made an application for an order  
18 preliminarily approving the settlement of the Actions, for the full and final resolution  
19 of the claims in the Actions asserted by the California class members on the terms and  
20 conditions set forth in the Settlement, and for the dismissal of the claims in the Actions  
21 asserted by the non-California class members without prejudice.

22 AND, WHEREAS, the Court has reviewed the Parties’ application for such  
23 order, and has found good cause for same.

24 NOW, THEREFORE, IT IS HEREBY ORDERED:

25 **A. The Settlement Class is Conditionally Certified.**

26 1. Pursuant to Federal Rule of Civil Procedure 23, and for settlement  
27 purposes only, the Court hereby certifies the following Classes:

28 (a) All individuals in California who made a

1 purchase on <https://us.boohoo.com> or  
2 <https://www.boohooman.com/us> or associated mobile  
3 phone applications between April 9, 2016 and June 16,  
4 2022, excluding any and all past or present officers,  
5 directors, or employees of Defendants, any judge who  
6 presides over this action, and any partner or employee of  
7 Class Counsel.

8 (b) All individuals in California who made a  
9 purchase on <https://prettylittlething.us> or associated mobile  
10 phone applications between May 19, 2016 and June 16,  
11 2022, excluding any and all past or present officers,  
12 directors, or employees of Defendants, any judge who  
13 presides over this action, and any partner or employee of  
14 Class Counsel.

15 (c) All individuals in California who made a  
16 purchase on <https://nastygal.com> or associated mobile  
17 phone applications between March 1, 2017 and June 16,  
18 2022, excluding any and all past or present officers,  
19 directors, or employees of Defendants, any judge who  
20 presides over this action, and any partner or employee of  
21 Class Counsel.

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

3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby  
appoints the Plaintiffs in the Action, Farid Khan, Haya Hilton, and Olivia Lee, as the  
class representatives.

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

1           **B. The Class Settlement Agreement is Preliminarily Approved and**  
2           **Final Approval Schedule Set.**

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

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

11           7. Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a  
12 Final Approval Hearing on a day that is at least 133 days after entry of this Order.  
13 Accordingly, the Final Approval Hearing will take place on October 13, 2022 at 8:30  
14 a.m., in the Courtroom of the Honorable George H. Wu, United States District Court  
15 for the Central District of California, 350 West 1st Street, Los Angeles, California  
16 90012, Courtroom 9D, for the following purposes:

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

20           (b) determining whether the proposed settlement of the Actions on the  
21 terms and conditions provided for in the Settlement is fair, reasonable and adequate  
22 and should be approved by the Court;

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

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

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



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

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

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

8 9. The Parties may further modify the Settlement prior to the Final  
9 Approval Hearing so long as such modifications do not materially change the terms  
10 of the settlement provided thereunder. The Court may approve the Settlement with  
11 such modifications as may be agreed to by the Parties, if appropriate, without further  
12 notice to Class Members.

13 10. Plaintiffs’ applications for attorneys’ fees, costs, and incentive awards  
14 must be filed no later than September 1, 2022, which is 14 days before the deadline  
15 for Class Members to submit objections to the Settlement or to opt out of the  
16 Settlement. All additional filings further papers in support of the Settlement, or in  
17 support of and anythe application for an award of attorneys’ fees and expenses and/or  
18 class representative incentive awards, must be filed with the Court and served at least  
19 seven (7) days prior to the Final Approval Hearing.

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

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

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

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

12           14. The Court directs the Settlement Administrator to establish a Settlement  
13 Website, making available copies of this Order, Class Notice (i.e., the Full Notice,  
14 Email Notice, ~~and~~ Postcard Notice, and Publication Notice), the Settlement and all  
15 Exhibits thereto, a toll-free hotline, and such other information as may be of assistance  
16 to Class Members or required under the Settlement. The Class Notice shall be made  
17 available to Class Members through the Settlement Website on the date notice is first  
18 published and continuously thereafter through the Final Settlement Date (and on the  
19 websites of Class Counsel at their option during the same period).

20           15. The Settlement Administrator is ordered to publish the Publication  
21 Notice in the manner set forth in section 1.20 of the Settlement once every week for  
22 four (4) consecutive weeks beginning no later than thirty (30) days after entry of this  
23 Order.

24           16. The costs of Notice, distribution of benefits to Class Members under the  
25 Settlement, creating and maintaining the Settlement Website, and all other Settlement  
26 Administrator and Notice expenses shall be paid by Defendants up to the sum  
27 specified in the Settlement in accordance with the applicable provisions of the  
28 Settlement.

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

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

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

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

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

14           20. All Class Members who do not timely exclude themselves from one or  
15 more of the Classes shall be bound by all determinations and judgments in the Actions  
16 concerning the Settlement, whether favorable or unfavorable to the Classes.

17           21. Any person falling within the definition of one or more of the Classes  
18 may, upon his or her request, be excluded from the Classes. To make this election,  
19 for each of the three Actions for which a person is a Class Member, such person must  
20 send a signed letter or postcard to the Settlement Administrator no later than  
21 September 15, 2022, which is 105 calendar days from the date of this Order, stating:  
22 (a) the name and case number of the Actions from which the Class Member seeks to  
23 be excluded; (b) the full name, email address, physical address, telephone number,  
24 and Class Member ID (available on the notice) of the person requesting exclusion;  
25 and (c) a signed statement that the Class Member is a legitimate Class Member in the  
26 referenced Action and does not wish to participate in the Settlement of that Action,  
27 postmarked no later than the deadline stated above.

28           22. Any Class Member who does not send a signed request for exclusion

1 postmarked or delivered on or before the time period described above will be deemed  
2 to be a Class Member for all purposes and will be bound by all judgments and further  
3 orders of this Court related to the settlement of the Actions and by the terms of the  
4 Settlement, if finally approved by the Court. All persons who submit valid and timely  
5 requests for exclusion in the manner set forth in the Settlement shall have no rights  
6 under the Settlement and shall not be bound by the Settlement or the Final Order and  
7 Judgment.

8 23. Within ten (10) calendar days after September 15, 2022, the Settlement  
9 Administrator shall serve on Class Counsel and Defendants' Counsel a list of Class  
10 Members who have timely and validly excluded themselves from the Settlement  
11 Class. Class Counsel shall file this list with the Court at or before the Final Approval  
12 Hearing.

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

14 24. Any Class Member wishing to object to or oppose the approval of this  
15 Settlement, the motion for the incentive award to Plaintiffs, and/or Class Counsels'  
16 motion for attorneys' fees and costs, shall file with the Court a written objection no  
17 later than September 15, 2022, which is 105 calendar days from the date of this Order.  
18 The objecting Class Member must send a copy of the written objection and supporting  
19 documents to Class Counsel and Defendants' counsel listed in section 5.23 of the  
20 Settlement. To be timely, a written objection to the Settlement must be submitted no  
21 later than the above-stated deadline. The submission date is deemed to be the date  
22 the objection is deposited in the U.S. Mail, FedEx, or UPS as evidenced by the  
23 postmark. It shall be the objecting Class Member's responsibility to ensure receipt of  
24 any objection by the Court, Class Counsel, and Defendants' Counsel.

25 25. The objection must contain:

26 (a) the name and case number of the Actions to which the Class  
27 Member is objecting;

28 (b) the Class Member's full name, address, telephone number, and

1 Class Member ID (available on the notice);

2 (c) the words “Notice of Objection” or “Formal Objection”;

3 (d) in clear and concise terms, all legal and factual arguments  
4 supporting the objection, including supporting documentation;

5 (e) facts supporting the person’s status as a Class Member (e.g., either  
6 any unique identifier included by the Settlement Administrator in his or her  
7 notice such as the Class Member ID, or the date and location of his or her  
8 relevant purchases);

9 (f) the Class Member’s signature and the date;

10 (g) the following language immediately above the Class Member’s  
11 signature and date: “I declare under penalty of perjury under the laws of the  
12 United States of America that the foregoing statements regarding Class  
13 Membership are true and correct to the best of my knowledge”; and

14 (h) for Class Members intending to make an appearance at the Final  
15 Approval Hearing (with or without counsel), the objection must also be  
16 accompanied by a “Notice of Intention to Appear”

17 26. Any Class Member who fails to timely file and serve a written Objection  
18 containing all the information listed in (a) through (h) of the previous paragraph shall  
19 be deemed to have waived any objections and will be foreclosed from making any  
20 objections (whether by a subsequent objection, intervention, appeal, or any other  
21 process) to the Settlement. Arguments not raised in the written objections shall be  
22 deemed intentionally waived.

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

1           28. Class Counsel will file with the Court their motions and briefs in support  
2 of Final Approval, the requested incentive awards for Plaintiffs, and attorneys' fees  
3 and costs, no later than September 1, 2022, which is fourteen (14) days before the  
4 deadline for Class Members to object to the Settlement.

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

11           30. All discovery in these consolidated actions, including without limitation  
12 all discovery related to the putative claims of non-California class members, is  
13 STAYED pending further order of the Court.

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15           SO ORDERED.

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17 Dated: \_\_\_\_\_, 2022

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\_\_\_\_\_  
Hon. George H. Wu  
United States District Judge

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# **EXHIBIT 1-B**

From: Settlement Administrator for Boohoo/PrettyLittleThing/Nasty Gal California Advertising Class Action

To: [JonQClassMember@domain.com](mailto:JonQClassMember@domain.com)

Re: Legal Notice of Class Action Settlement

Class Member ID: XXXXXXXXX

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

### UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

(1) *Farid Khan v. Boohoo.com USA, Inc., et al.*, Case No. 2:20-cv-03332-GW (JEMx)

(2) *Haya Hilton v. Prettylittlething.com USA Inc., et al.*, Case No.: 2:20-cv-04658-GW (JEMx)

(3) *Olivia Lee v. NastyGal.com USA, Inc., et al.*, Case No.: 2:20-cv-04659-GW (JEMx)

This notice is to inform you of the settlement of three separate class action lawsuits (the “Actions”) with Boohoo/BoohooMAN, PrettyLittleThing, and Nasty Gal, the “Defendants” in this case. Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee (collectively, the “Class Representatives”) allege that Defendants engaged in a deceptive pricing scheme by advertising artificially inflated original prices on their U.S. websites in that they rarely sold their products at the advertised original price. Plaintiffs allege Defendants routinely marked down and discounted these inflated prices, which gave customers the false impression that they were getting a deal or bargain. Plaintiffs contend Defendants have violated various California consumer protection and false advertising laws and have committed fraud. Defendants deny all of the allegations made in the Actions. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuits to avoid the uncertainties and expenses associated with ongoing litigation.

**Am I a Class Member?** You are a Settlement Class Member in one or more of the three separate cases if:

- You purchased products [in California](#) from Boohoo/BoohooMAN’s U.S. websites ~~in California~~ from April 9, 2016, through \_\_\_\_\_ ;
- You purchased products [in California](#) from PrettyLittleThing’s U.S. website ~~in California~~ from May 19, 2016, through \_\_\_\_\_ ; or
- You purchased products [in California](#) from Nasty Gal’s U.S. website ~~in California~~ from March 1, 2017, through \_\_\_\_\_.

Our records indicate that you are a Settlement Class Member in the Action styled: **[INSERT CASE NAME]**.

**What Can I Get?** Defendants will provide Gift Cards with Free Shipping to customers in



California who purchased products from Defendants. Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards by email that may be used with no shipping charges on the U.S. website of the Defendant company above that provided the Gift Card. There is no requirement to file a claim.

You are eligible to receive up to three Gift Cards, one from Boohoo/BoohooMAN, one from PrettyLittleThing, and one from Nasty Gal, depending on whether you ~~purchased~~ bought items in California from the U.S. websites of one or more of these companies during the Class Periods reflected above.

**How Do I Get a Gift Card?** There is no requirement to file a claim. If you do not affirmatively opt out within the prescribed time period, you will automatically receive a Gift Card in each of the cases for which you are a Settlement Class Member at the email address you have on file with Defendants. If you would like to provide a different email address to receive your Gift Card(s), you may contact the Settlement Administrator to make arrangements.

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Defendants over the legal issues in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement and appear before the Court to present the reasons for your objection. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[URL]**. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against Defendants and their affiliates that this settlement resolves will be released.

**Who Represents Me?** The Court has appointed Yasin M. Almadani, Esq. of Almadani Law and Ahmed Ibrahim, Esq. of AI Law, PLC to represent you and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at **[time] on [date]** at the United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012. At that hearing, the Court will hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$5,000 each for their services in helping to bring and settle this case. Defendants have agreed that Class Counsel may be paid reasonable attorneys' fees in an amount to be determined by the Court. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendants and will not reduce the amount of Gift Card value available to Settlement Class Members.

**How Do I Get More Information?** For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to **[URL]**, contact the settlement administrator by calling **(800) 000-000** or by writing to Boohoo/PrettyLittleThing/Nasty Gal

California False Pricing Class Action Settlement Administrator, [address], or contact Class Counsel by emailing [YMA@LawALM.com](mailto:YMA@LawALM.com) or [Albrahim@AILawFirm.com](mailto:Albrahim@AILawFirm.com).

# **EXHIBIT 1-C**

# If you bought products from Boohoo, BoohooMAN, PrettyLittleThing, or NastyGal, you may be eligible for a \$10 Gift Card with Free Shipping.

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

- A settlement has been reached with Boohoo/BoohooMAN, PrettyLittleThing, and NastyGal (“Defendants”) in three separate class action lawsuits about the pricing and sales advertising of Defendants’ products.
- Defendants have agreed to settle the lawsuits and provide Gift Cards with Free Shipping to [California](#) customers who purchased Products from Defendants. Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards by email that may be used with no shipping charges on the U.S. website of the Defendant company above that provided the Gift Card. There is no requirement to file a claim.
- You are eligible to receive up to three Gift Cards, one from Boohoo/BoohooMAN, one from PrettyLittleThing, and one from NastyGal depending on whether you purchased products from one or more of these companies during the time periods reflected below.
- You are included in this settlement as a Settlement Class Member of Boohoo/BoohooMAN if you purchased products in California from Boohoo/BoohooMAN from April 9, 2016, through \_\_\_\_\_.
- You are included in this settlement as a Settlement Class Member of PrettyLittleThing if you purchased products in California from PrettyLittleThing from May 19, 2016, through \_\_\_\_\_.
- You are included in this settlement as a Settlement Class Member of NastyGal if you purchased products in California from NastyGal from March 1, 2017, through \_\_\_\_\_.
- Your rights are affected whether or not you act. Read this Notice carefully.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

### NO REQUIREMENT TO SUBMIT A CLAIM FORM

There is no requirement to file a claim to receive your Gift Card with Free Shipping. ~~Unless you~~if you do not timely and affirmatively opt out of the settlement, you will automatically received your Gift Card.~~give up the right to sue Defendants in a separate lawsuit about the legal claims this settlement resolves.~~

### ASK TO BE EXCLUDED DEADLINE: **PAO + 105**

This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants related to the legal claims this settlement resolves. However, you will give up the right to receive the Gift Cards from this settlement.

<p><b>OBJECT TO THE SETTLEMENT</b> <b>DEADLINE: [PAO + 105]</b></p>	<p>If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don't like the settlement. If you object but do not opt out, you will still remain a part of the class and automatically receive the Gift Card(s) for which you are eligible, but you will give up the right to sue Defendants in a separate lawsuit about the legal claims this settlement resolves.</p>
<p><b>GO TO A HEARING</b> <b>ON [PAO + 133]</b></p>	<p>You may object to the settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.</p>
<p><b>DO NOTHING</b></p>	<p>You will automatically receive one or more \$10 Gift Cards by email, but you will give up the right to sue, continue to sue, or be part of another lawsuit against Defendants about the legal claims resolved by this settlement.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

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## I. BASIC INFORMATION

### 1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of the three separate class action lawsuits to which this Notice relates and about all of your options before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge George H. Wu of the United States District Court for the Central District of California is overseeing these class actions. The three separate cases are styled: (1) *Farid Khan v. Boohoo.com USA, Inc., et al.*, Case No. 2:20-cv-03332 GW (JEMx); (2) *Haya Hilton v. Prettylittlething.com USA Inc., et al.*, Case No.: 2:20-cv-004658 GW (JEMx); (3) *Olivia Lee v. NastyGal.com USA, Inc., et al.*, Case No.: 2:20-cv-004659 GW (JEMx). These cases will be referred to in this Notice as the “Actions.” The proposed settlement resolves the legal claims in these lawsuits on behalf of California purchasers of items from Defendants. The individuals that filed these lawsuits, Farid Khan, Haya Hilton, and Olivia Lee, are called “Plaintiffs” and the companies they sued—respectively, Boohoo/BoohooMAN, PrettyLittleThing, and NastyGal—are called “Defendants.”

### 2. What is this lawsuit about?

This lawsuit is about Defendants’ pricing policies and advertised sales. Plaintiffs allege that Defendants engaged in a deceptive pricing scheme by advertising artificially inflated original prices in that they rarely sold their products at the advertised original price. Plaintiffs allege Defendants routinely marked down and discounted these inflated prices on their websites, which gave customers the false impression that they were getting a deal or bargain. Plaintiffs contend Defendants have violated various California consumer protection and false advertising laws and have committed fraud. Defendants deny all of the allegations made in the Actions.

### 3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Farid Khan, Haya Hilton, and Olivia Lee) sue on behalf of other people with similar claims. Together, the people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

The Court has not determined whether [the Class Representatives](#) or Defendants are right. Instead, both parties agreed to a settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Settlement Class Members.

## II. WHO IS INCLUDED IN THE SETTLEMENT

### 5. How do I know whether I am part of the settlement?

The settlement includes all persons of the three separate Classes from the three separate Actions who do not timely opt out (“Settlement Class Members”) as follows:

You are included in this settlement as a Settlement Class Member of Boohoo/BoohooMAN if you purchased products from Boohoo/BoohooMAN in California from April 9, 2016, through \_\_\_\_\_ (the Class Period for Boohoo/BoohooMAN).

You are included in this settlement as a Settlement Class Member of PrettyLittleThing if you purchased products from PrettyLittleThing in California from May 19, 2016, through \_\_\_\_\_ (the Class Period for PrettyLittleThing).

You are included in this settlement as a Settlement Class Member of NastyGal if you purchased products from NastyGal in California from March 1, 2017, through \_\_\_\_\_ (the Class Period for NastyGal).

**6. Are there exceptions to being included?**

Yes. The settlement does not include: (1) individuals who bought products from Defendants outside of California, (2) Defendants and their officers, directors, and employees; (3) any person who files a valid and timely Request for Exclusion; and (4) judicial officers and their immediate family members and associated court staff assigned to the case.

**7. What if I am still not sure whether I am part of the settlement?**

If you are not sure whether you are included, call 1-XXX-XXX-XXXX, go to [www.Website.com](http://www.Website.com) or write to the lawyers listed in Question 19 below and/or the Settlement Administrator.

**III. THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

**8. What does the settlement provide?**

Defendants have agreed to provide benefits to Settlement Class Members to settle the lawsuits. Each Settlement Class Member who does not timely opt out shall automatically receive one or more \$10 Gift Cards. You will receive one \$10 Gift Card for each of the following websites (<https://us.boohoo.com>/<https://boohooman.com/us>, <https://prettylittlething.us>, and <https://nastygal.com>) from whom you have made a purchase in California during the Class Periods identified in Question 5, up to a maximum of three Gift Cards. The Gift Card may be used for a single \$10 purchase transaction for merchandise available on the U.S. website from which a Settlement Class Member made a purchase. You will not be required to pay shipping charges for your purchase. There is no expiration date, no minimum purchase requirement, no blackout dates, no restriction on use with other offers or promotions, no fees, no restrictions on transferability, and with very limited exceptions, stacking of multiple Gift Cards will be permitted.

For example, if you made a purchase from California on <https://prettylittlething.us> during the applicable Class Period, then you will receive a Gift Card for use on the PrettyLittleThing U.S. Website only toward a purchase on that website. Customers of the <https://boohooman.com/us/> website will receive a Gift Card for redemption on the <http://us.boohoo.com> website, which carries products for both brands - BoohooMAN and Boohoo.

**9. How much will my Gift Card be?**

Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards with Free Shipping (valued at \$7.28), for a total potential value of \$17.28 (inclusive of the Free Shipping) per Gift Card.

**IV. HOW TO GET A SETTLEMENT GIFT CARD**

**10. How do I get a payment from the settlement?**

There is no requirement to file a claim to receive your Gift Card with Free Shipping. If you do not affirmatively opt out within the prescribed time period, you will automatically receive a Gift Card at the email address that you have on file with Defendants.

**11. When would I get my settlement payment?**

The Court will hold a hearing on [Final Approval Hearing date] to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, only if and when the Court grants final approval to the settlement and after any appeals are resolved.

**12. What rights am I giving up to get a payment and stay in the Settlement Class?**

Unless you exclude yourself, you will remain a part of the Settlement Class. If the settlement is approved and

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**



becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any lawsuit against Defendants and the Released Parties that relates to the legal issues resolved by this settlement. The rights you are giving up are called Released Claims (see next question).

### **13. What are the Released Claims?**

If and when the settlement becomes final, Settlement Class Members who do not timely and sufficiently request to be excluded from the proposed settlement will permanently release all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, in law or equity, fixed or contingent, known or unknown, which Settlement Class Members have or may have, arising out of or relating to any of the acts, omissions, or other conduct by Defendants alleged or otherwise referred to in the operative complaints in the three Actions. The settlement does not bind any persons or class members outside of the Settlement Class Members.

The "Released Parties" will include the named Defendants in the Actions (specifically, Boohoo Group PLC, Boohoo.com USA, Inc., Boohoo.com UK Limited, Prettylittlething.com USA, Inc., Prettylittlething.com Limited, NastyGal.com USA, Inc., and Nasty Gal Limited), and all direct and indirect subsidiaries, affiliates, parent companies, holding companies or other companies or business entities owned or controlled by any of the named Defendants in the Actions that are specifically related to the brands boohoo, boohooMan, PrettyLittleThing, and NastyGal. To the extent Defendant Boohoo Group PLC or any of its subsidiaries owns, operates, or otherwise controls any business entities that sell brands other than the brands listed above, those brands, companies, subsidiaries, and/or business entities are not included within the definition of "Defendants."

More detail about the claims you will be releasing are described in Sections 1.6 through 1.8 and 2.7 through 2.8 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

## **V. THE LAWYERS REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

Yes. Judge Wu appointed Yasin M. Almadani, Esq. of Almadani Law and Ahmed Ibrahim, Esq. of AI Law, PLC to represent you and other Settlement Class Members as "Class Counsel." These law firms and these lawyers are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **15. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of attorneys' fees and expenses of up to \$4,750,000. They will also ask the Court to approve \$5,000 service awards to each of the three Class Representatives. The Court may award less than these amounts. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendants and will not reduce the amount of Gift Card value available to Settlement Class Members. Furthermore, any amount of attorneys' fees and expenses not awarded to Class Counsel will be paid by Defendants to a charitable organization but will not reduce the amount of Gift Card value available to Settlement Class Members.

## **VI. EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to keep the right to sue or continue to sue Defendants or the Released Parties about the legal claims in this case, and you do not want to receive a Gift Card from this settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from or opting out of the settlement.

### **16. How do I get out of the settlement?**

To exclude yourself from the Settlement Class of any of the three lawsuits, you must submit a written request for exclusion for that specific lawsuit. Your request for exclusion must include: (a) the name and case number of the Action(s) from which you seek exclusion (i.e., (1) *Farid Khan v. Boohoo.com USA, Inc., et al.*, Case No. 2:20-cv-

03332 GW (JEMx); (2) *Haya Hilton v. Prettylittlething.com USA Inc., et al.*, Case No.: 2:20-cv-004658 GW (JEMx); and/or (3) *Olivia Lee v. NastyGal.com USA, Inc., et al.*, Case No.: 2:20-cv-004659 GW (JEMx)); (b) your full name, email address, physical address, telephone number, and Class Member ID; and (c) a signed statement that you are a legitimate Settlement Class Member of the referenced lawsuit and you do not wish to participate in the Settlement of that particular lawsuit. Your request for exclusion must be mailed to the Settlement Administrator at the address below so it is postmarked no later than **[PAO + 105]**:

**Boohoo/PrettyLittleThing/NastyGal**  
**California False Pricing Class Action Settlement Administrator**  
[address]  
[City], [ST] [ZIP]

More details about the exclusion process are described in Sections 3.2 and 3.9 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

**17. If I exclude myself, can I still get a Gift Card from this settlement?**

No. If you exclude yourself, you are telling the Court that you don't want to be part of the settlement. You can only get one or more Gift Cards if you stay in the settlement.

**18. If I do not exclude myself, can I sue Defendants or the Released Parties for the same legal claims later?**

No. Unless you exclude yourself, you are giving up the right to sue Defendants and the Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendants or any of the Released Parties for the claims that this settlement resolves.

**VII. OBJECTING TO THE SETTLEMENT**

You can tell the Court if you don't agree with the settlement or any part of it.

**19. How do I tell the Court that I do not like the settlement?**

If you are a Settlement Class Member, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must be in writing and made individually (no group or class objections will be accepted), and must include: (1) the name and case number of the Action(s) to which you are objecting; (2) the Settlement Class Member's full name, address, telephone number, and Class Member ID; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, all legal and factual arguments supporting the objection, including supporting documentation; (5) facts supporting the person's status as a Settlement Class Member (e.g., either any unique identifier included by the Settlement Administrator in his/her notice, or the date and location of his/her relevant purchases, including supporting documentation); (6) the Settlement Class Member's signature and the date; and (7) the following language immediately above the Settlement Class Member's signature and date: "I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding Class Membership are true and correct to the best of my knowledge." Settlement Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections (whether by a subsequent objection, intervention, appeal, or any other process) to this Agreement. Arguments not raised in the written objections shall be deemed intentionally waived. Mail your objection to all three addresses below postmarked on or before **[PAO + 105]**.

The Court	Class Counsel	Defendants' Counsel
Hon. George H. Wu United States Courthouse Central District of California	ALMADANI LAW Yasin M. Almadani 4695 MacArthur Ct., Ste. 1100	EVERSHEDS SUTHERLAND (US) LLP Ronald W. Zdrojeski

<p>350 West 1<sup>st</sup> Street Courtroom 9D, 9<sup>th</sup> Floor Los Angeles, CA 90012</p>	<p>Newport Beach, CA 92660 Ph: 949-877-7177 Fax: 949-877-8757 <a href="mailto:yama@lawalm.com">yama@lawalm.com</a></p> <p>AI LAW, PLC Ahmed Ibrahim 4695 MacArthur Ct., Ste. 1100 Newport Beach, CA 92660 Ph.: 949-266-1240 Fax: 949-266-1280 <a href="mailto:aibrahim@ailawfirm.com">aibrahim@ailawfirm.com</a></p>	<p>1114 6<sup>th</sup> Avenue, 40<sup>th</sup> Floor New York, NY 10036 Ph: (212) 389-5000 Fax: (212) 389-5099 <a href="mailto:ronzdrojeski@eversheds-sutherland.com">ronzdrojeski@eversheds-sutherland.com</a></p> <p>EVERSHEDS SUTHERLAND (US) LLP Ian S. Shelton 500 Capitol Mall, Suite 1750 Sacramento, CA 95814 Ph: (916) 844-2965 Fax: (916) 241-0501 <a href="mailto:ianshelton@eversheds-sutherland.com">ianshelton@eversheds-sutherland.com</a></p>
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More details about the objection process are described in Sections 3.2 and 3.8 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

#### **20. May I come to Court to speak about my objection?**

Yes. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intends to appear at the Final Approval Hearing. Remember, your objection must be postmarked by **[FAH + 105]** and sent to all three addresses in Question **19**.

More details about the objection process are described in Sections 3.2 and 3.8 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

#### **21. What is the difference between objecting to the settlement and asking to be excluded from it?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you remain a Settlement Class Member (that is, you do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you cannot object because the settlement no longer affects you.

### **VIII. THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak consistent with Question **20**, but you don't have to.

#### **22. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing at **[: .m.]** on **[date]** at the United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Class Representatives' service awards. If there are objections, the Court will consider them. Judge Wu will listen to people who have asked to speak at the hearing (*see* Question **20** above). After the hearing, the Court will decide whether to approve the settlement.

#### **23. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Wu may have. However, you are welcome to come to the

hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**24. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 20 above). However, Settlement Class Members (with or without counsel) intending to make an appearance at the Final Approval Hearing must so inform the Parties and the Court on or before the Objection Deadline by providing a “Notice of Intention to Appear” to the Court, Class Counsel, and Defendants’ Counsel. Furthermore, no objector shall be permitted to argue any grounds for objection that are not clearly and timely stated in their corresponding written objection and all such untimely grounds shall be deemed waived. Your notice of intention to appear must be filed and postmarked on or before **[PAO + 105]**.

More details about the objection process are described in Sections 3.2 and 3.8 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

**IX. IF YOU DO NOTHING**

**25. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will automatically receive one or more \$10 Gift Cards, but you will give up the rights explained in Questions **16-21**, including your right to start a new lawsuit, continue with a lawsuit, be part of any other lawsuit against Defendants and the Released Parties about the legal issues resolved by this settlement, or to object to the settlement.

**X. GETTING MORE INFORMATION**

**26. How do I get more information?**

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents and information are available at [www.Website.com](http://www.Website.com). Additional information is also available by calling **1-XXX-XXX-XXXX** or by writing to the **Settlement Administrator (see Question 16)**. Publicly-filed documents can also be obtained by visiting the U.S. Courthouse located at 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012 during business hours or accessing the Court’s online docket via PACER.

# **EXHIBIT 1-D**

Court Authorized Legal Notice

## **If you bought products from Boohoo, BoohooMAN, PrettyLittleThing, or Nasty Gal, you may be eligible for a \$10 Gift Card with Free Shipping.**

*Khan v. Boohoo.com USA, Inc.*, No. 2:20-cv-0332-GW (JEMx) (C.D. Cal.) | *Hilton v. Prettylittlething.com USA Inc.*, No. 2:20-cv-04658-GW (JEMx) (C.D. Cal.) | *Lee v. NastyGal.com USA, Inc.*, No. 2:20-cv-04659-GW (JEMx) (C.D. Cal.)

A settlement has been reached in the three class action lawsuits referenced above (the “Actions”) with Boohoo/BoohooMAN, PrettyLittleThing, and Nasty Gal, the “Defendants” in this case. Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee (collectively, the “Class Representatives”) allege that Defendants engaged in a deceptive pricing scheme by advertising artificially inflated original prices on their U.S. websites in that they rarely sold their products at the advertised original price. Plaintiffs allege Defendants routinely marked down and discounted these inflated prices, which gave customers the false impression that they were getting a deal or bargain. Plaintiffs contend Defendants have violated various California consumer protection and false advertising laws and have committed fraud. Defendants deny all of the allegations made in the Actions. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuits to avoid the uncertainties and expenses associated with ongoing litigation.

**Am I a Settlement Class Member?** You are a class member in one or more of the three cases referenced above if:

- You purchased products in California from Boohoo/BoohooMAN’s U.S. websites ~~in California~~ from April 9, 2016, through \_\_\_\_\_.
- You purchased products in California from PrettyLittleThing’s U.S. website ~~in California~~ from May 19, 2016, through \_\_\_\_\_.
- You purchased products in California from Nasty Gal’s U.S. website ~~in California~~ from March 1, 2017, through \_\_\_\_\_.

**What Can I Get?** Defendants will provide Gift Cards with Free Shipping to customers in California who purchased products from Defendants. Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards by email that may be used with no shipping charges on the U.S. website of the Defendant company above that provided the Gift Card. There is no requirement to file a claim. You are eligible to receive up to three Gift Cards, one from Boohoo/BoohooMAN, one from PrettyLittleThing, and one from Nasty Gal depending on your purchase history.

**How Do I Get a Gift Card?** There is no requirement to file a claim. If you do not affirmatively opt out within the prescribed time period, you will automatically receive a Gift Card in each of the cases for which you are a Settlement Class Member at the email address you have on file with Defendants. If you would like to provide a different email address to receive your Gift Card(s), you may contact the Settlement Administrator to make arrangements.

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Defendants over the legal issues in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement and appear before the Court to ~~the~~ present the reasons for your objection. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [URL]. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims against Defendants and their affiliates that this settlement resolves will be released.

**Who Represents Me?** The Court has appointed Yasin M. Almadani, Esq. of Almadani Law and Ahmed Ibrahim, Esq. of AI Law, PLC to represent you and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [time] on [date] at the United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representatives \$5,000 each for their services in helping to bring and settle this case. Defendants have agreed that Class Counsel may be paid reasonable attorneys’ fees in an amount to be determined by the Court. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendants and will not reduce the amount of Gift Card value available to Settlement Class Members.

**How Do I Get More Information?** For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to [URL], contact the settlement administrator by calling (800) 000-000 or by writing to Boohoo/PrettyLittleThing/Nasty Gal California False Pricing Class Action Settlement Administrator, [address], or contact Class Counsel by emailing YMA@LawALM.com or AIbrahim@AILawFirm.com.

1- - -

[www.\[website\].com](http://www.[website].com)

# **EXHIBIT 1-E**

COURT AUTHORIZED NOTICE OF CLASS  
ACTION AND PROPOSED SETTLEMENT

BOOHOO/BOOHOO MAN  
PRETTYLITTLETHING  
NASTY GAL False Pricing Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

OUR RECORDS  
INDICATE YOU  
PURCHASED  
PRODUCTS IN  
CALIFORNIA FROM  
THE U.S. WEBSITES OF  
BOOHOO,  
BOOHOO MAN,  
PRETTYLITTLETHING,  
AND/OR NASTY GAL IN  
CALIFORNIA, AND  
YOU MAY BE  
ENTITLED TO A  
PAYMENT FROM A  
CLASS ACTION  
SETTLEMENT.



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]



Class Member ID: **XXXXXXXXXX**

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

**Notice of Proposed Class Action Settlement**  
**Boohoo/BoohooMAN/PrettyLittleThing/Nasty Gal False Pricing Litigation**

*Khan v. Boohoo.com USA, Inc.*, No. 2:20-cv-0332-GW (JEMx) | *Hilton v. Prettylittlething.com USA Inc.*, No. 2:20-cv-04658-GW (JEMx) | *Lee v. NastyGal.com USA, Inc.*, No. 2:20-cv-04659-GW (JEMx)

This notice is to inform you of the settlement of the three class action lawsuits referenced above (the "Actions") with Boohoo/BoohooMAN, PrettyLittleThing, and Nasty Gal, the "Defendants" in this case. Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee (collectively, the "Class Representatives") allege that Defendants engaged in a deceptive pricing scheme by advertising artificially inflated original prices on their U.S. websites in that they rarely sold their products at the advertised original price. Plaintiffs allege Defendants routinely marked down and discounted these inflated prices, which gave customers the false impression that they were getting a deal or bargain. Plaintiffs contend Defendants have violated various California consumer protection and false advertising laws and have committed fraud. Defendants deny all of the allegations made in the Actions. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuits to avoid the uncertainties and expenses associated with ongoing litigation.

**Am I a Settlement Class Member?** You are a class member in one or more of the three cases referenced above if:

- You purchased products [in California](#) from Boohoo/BoohooMAN's U.S. websites [in California](#) from April 9, 2016, through \_\_\_\_\_.
- You purchased products [in California](#) from PrettyLittleThing's U.S. website [in California](#) from May 19, 2016, through \_\_\_\_\_.
- You purchased products [in California](#) from Nasty Gal's U.S. website [in California](#) from March 1, 2017, through \_\_\_\_\_.

Our records indicate that you are a Settlement Class Member in the Action styled: **[INSERT CASE NAME]**.

**What Can I Get?** Defendants will provide Gift Cards with Free Shipping to customers in California who purchased products from Defendants. Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive **one or more \$10 Gift Cards** by email that may be used with **no shipping charges** on the U.S. website of the Defendant company above that provided the Gift Card. There is no requirement to file a claim. You are eligible to receive up to three Gift Cards, one from Boohoo/BoohooMAN, one from PrettyLittleThing, and one from Nasty Gal, depending on whether you purchased items in California from the U.S. websites of one or more of these companies during the Class Periods reflected above.

**How Do I Get a Gift Card?** There is no requirement to file a claim. If you do not affirmatively opt out within the prescribed time period, you will automatically receive a Gift Card in each of the cases for which you are a Settlement Class Member at the email address you have on file with Defendants. If you would like to provide a different email address to receive your Gift Card(s), you may contact the Settlement Administrator to make arrangements.

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Defendants over the legal issues in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement and appear before the Court to present the reasons for your objection. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[URL]**. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against Defendants and their affiliates that this settlement resolves will be released.

**Who Represents Me?** The Court has appointed Yasin M. Almadani, Esq. of Almadani Law and Ahmed Ibrahim, Esq. of AI Law, PLC to represent you and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at **[time] on [date]** at the United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$5,000 each for their services in helping to bring and settle this case. Defendants have agreed that Class Counsel may be paid reasonable attorneys' fees in an amount to be determined by the Court. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendants and will not reduce the amount of Gift Card value available to Settlement Class Members.

**How Do I Get More Information?** For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to **[URL]**, contact the settlement administrator by calling **(800) 000-000** or by writing to Boohoo/PrettyLittleThing/Nasty Gal California False Pricing Class Action Settlement Administrator, **[address]**, or contact Class Counsel by emailing **YMA@LawALM.com** or **Albrahim@ALLawFirm.com**.

\_\_\_\_\_

Settlement Administrator for  
Boohoo/PrettyLittleThing/Nasty Gal California False  
Pricing Class Action  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

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

FARID KHAN, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

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, and DOES 1-10, inclusive,

Defendants.

**CASE NO.: 2:20-cv-03332 GW (JEMx)**

Consolidated for Pretrial Purposes with:  
No. 2:20-cv-04658-GW-JEM  
No. 2:20-cv-04659-GW-JEM

**CLASS ACTION**

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

1 WHEREAS, this litigation involves the following three separate class action  
2 lawsuits, which have been consolidated before this Court for pretrial purposes: (1)  
3 *Khan v. Boohoo.com USA, Inc., et al.*, No. 2:20-cv-03332-GW (JEMx), (2) *Hilton v.*  
4 *PrettyLittleThing.com USA, Inc., et al.*, 2:20-cv-04658-GW (JEMx), and (3) *Lee v.*  
5 *NastyGal.com USA, Inc., et al.*, 2:20-cv-04659-GW (JEMx) (collectively referred to  
6 hereafter as the “Actions”).

7 AND, WHEREAS, Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee  
8 (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated,  
9 on the one hand, and Defendants Boohoo Group PLC, Boohoo.com USA, Inc.,  
10 Boohoo.com UK Limited, PrettyLittleThing.com USA, Inc., PrettyLittleThing.com  
11 Limited, NastyGal.com USA, Inc., and Nasty Gal Limited (collectively,  
12 “Defendants”), on the other hand, have entered into a Class Action Settlement  
13 Agreement and Release, filed May 23, 2022, after arms-length settlement discussions  
14 (the “Settlement”);

15 AND, WHEREAS, the Court has received and considered the Settlement,  
16 including the accompanying exhibits;

17 AND, WHEREAS, the Parties have made an application for an order  
18 preliminarily approving the settlement of the Actions, for the full and final resolution  
19 of the claims in the Actions asserted by the California class members on the terms and  
20 conditions set forth in the Settlement, and for the dismissal of the claims in the Actions  
21 asserted by the non-California class members without prejudice.

22 AND, WHEREAS, the Court has reviewed the Parties’ application for such  
23 order, and has found good cause for same.

24 NOW, THEREFORE, IT IS HEREBY ORDERED:

25 **A. The Settlement Class is Conditionally Certified.**

26 1. Pursuant to Federal Rule of Civil Procedure 23, and for settlement  
27 purposes only, the Court hereby certifies the following Classes:

28 (a) All individuals in California who made a

1 purchase on <https://us.boohoo.com> or  
2 <https://www.boohooman.com/us> or associated mobile  
3 phone applications between April 9, 2016 and June 16,  
4 2022, excluding any and all past or present officers,  
5 directors, or employees of Defendants, any judge who  
6 presides over this action, and any partner or employee of  
7 Class Counsel.

8 (b) All individuals in California who made a  
9 purchase on <https://prettylittlething.us> or associated mobile  
10 phone applications between May 19, 2016 and June 16,  
11 2022, excluding any and all past or present officers,  
12 directors, or employees of Defendants, any judge who  
13 presides over this action, and any partner or employee of  
14 Class Counsel.

15 (c) All individuals in California who made a  
16 purchase on <https://nastygal.com> or associated mobile  
17 phone applications between March 1, 2017 and June 16,  
18 2022, excluding any and all past or present officers,  
19 directors, or employees of Defendants, any judge who  
20 presides over this action, and any partner or employee of  
21 Class Counsel.

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

3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby  
appoints the Plaintiffs in the Action, Farid Khan, Haya Hilton, and Olivia Lee, as the  
class representatives.

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

1           **B.     The Class Settlement Agreement is Preliminarily Approved and**  
2           **Final Approval Schedule Set.**

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

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

11          7.     Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a  
12 Final Approval Hearing on a day that is at least 133 days after entry of this Order.  
13 Accordingly, the Final Approval Hearing will take place on October 13, 2022 at 8:30  
14 a.m., in the Courtroom of the Honorable George H. Wu, United States District Court  
15 for the Central District of California, 350 West 1st Street, Los Angeles, California  
16 90012, Courtroom 9D, for the following purposes:

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

20           (b)    determining whether the proposed settlement of the Actions on the  
21 terms and conditions provided for in the Settlement is fair, reasonable and adequate  
22 and should be approved by the Court;

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

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

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

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

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

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

8 9. The Parties may further modify the Settlement prior to the Final  
9 Approval Hearing so long as such modifications do not materially change the terms  
10 of the settlement provided thereunder. The Court may approve the Settlement with  
11 such modifications as may be agreed to by the Parties, if appropriate, without further  
12 notice to Class Members.

13 10. Plaintiffs’ applications for attorneys’ fees, costs, and incentive awards  
14 must be filed no later than September 1, 2022, which is 14 days before the deadline  
15 for Class Members to submit objections to the Settlement or to opt out of the  
16 Settlement. All additional papers in support of the Settlement, or in support of the  
17 application for an award of attorneys’ fees and expenses and/or class representative  
18 incentive awards, must be filed with the Court and served at least seven (7) days prior  
19 to the Final Approval Hearing.

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

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

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

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

12           14. The Court directs the Settlement Administrator to establish a Settlement  
13 Website, making available copies of this Order, Class Notice (i.e., the Full Notice,  
14 Email Notice, Postcard Notice, and Publication Notice), the Settlement and all  
15 Exhibits thereto, a toll-free hotline, and such other information as may be of assistance  
16 to Class Members or required under the Settlement. The Class Notice shall be made  
17 available to Class Members through the Settlement Website on the date notice is first  
18 published and continuously thereafter through the Final Settlement Date (and on the  
19 websites of Class Counsel at their option during the same period).

20           15. The Settlement Administrator is ordered to publish the Publication  
21 Notice in the manner set forth in section 1.20 of the Settlement once every week for  
22 four (4) consecutive weeks beginning no later than thirty (30) days after entry of this  
23 Order.

24           16. The costs of Notice, distribution of benefits to Class Members under the  
25 Settlement, creating and maintaining the Settlement Website, and all other Settlement  
26 Administrator and Notice expenses shall be paid by Defendants up to the sum  
27 specified in the Settlement in accordance with the applicable provisions of the  
28 Settlement.



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

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

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

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

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

14           20. All Class Members who do not timely exclude themselves from one or  
15 more of the Classes shall be bound by all determinations and judgments in the Actions  
16 concerning the Settlement, whether favorable or unfavorable to the Classes.

17           21. Any person falling within the definition of one or more of the Classes  
18 may, upon his or her request, be excluded from the Classes. To make this election,  
19 for each of the three Actions for which a person is a Class Member such person must  
20 send a signed letter or postcard to the Settlement Administrator no later than  
21 September 15, 2022, which is 105 calendar days from the date of this Order, stating:  
22 (a) the name and case number of the Actions from which the Class Member seeks to  
23 be excluded; (b) the full name, email address, physical address, telephone number,  
24 and Class Member ID (available on the notice) of the person requesting exclusion;  
25 and (c) a signed statement that the Class Member is a legitimate Class Member in the  
26 referenced Action and does not wish to participate in the Settlement of that Action,  
27 postmarked no later than the deadline stated above.

28           22. Any Class Member who does not send a signed request for exclusion

1 postmarked or delivered on or before the time period described above will be deemed  
2 to be a Class Member for all purposes and will be bound by all judgments and further  
3 orders of this Court related to the settlement of the Actions and by the terms of the  
4 Settlement, if finally approved by the Court. All persons who submit valid and timely  
5 requests for exclusion in the manner set forth in the Settlement shall have no rights  
6 under the Settlement and shall not be bound by the Settlement or the Final Order and  
7 Judgment.

8 23. Within ten (10) calendar days after September 15, 2022, the Settlement  
9 Administrator shall serve on Class Counsel and Defendants' Counsel a list of Class  
10 Members who have timely and validly excluded themselves from the Settlement  
11 Class. Class Counsel shall file this list with the Court at or before the Final Approval  
12 Hearing.

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

14 24. Any Class Member wishing to object to or oppose the approval of this  
15 Settlement, the motion for the incentive award to Plaintiffs, and/or Class Counsels'  
16 motion for attorneys' fees and costs, shall file with the Court a written objection no  
17 later than September 15, 2022, which is 105 calendar days from the date of this Order.  
18 The objecting Class Member must send a copy of the written objection and supporting  
19 documents to Class Counsel and Defendants' counsel listed in section 5.23 of the  
20 Settlement. To be timely, a written objection to the Settlement must be submitted no  
21 later than the above-stated deadline. The submission date is deemed to be the date  
22 the objection is deposited in the U.S. Mail, FedEx, or UPS as evidenced by the  
23 postmark. It shall be the objecting Class Member's responsibility to ensure receipt of  
24 any objection by the Court, Class Counsel, and Defendants' Counsel.

25 25. The objection must contain:

26 (a) the name and case number of the Actions to which the Class  
27 Member is objecting;

28 (b) the Class Member's full name, address, telephone number, and

1 Class Member ID (available on the notice);

2 (c) the words “Notice of Objection” or “Formal Objection”;

3 (d) in clear and concise terms, all legal and factual arguments  
4 supporting the objection, including supporting documentation;

5 (e) facts supporting the person’s status as a Class Member (e.g., either  
6 any unique identifier included by the Settlement Administrator in his or her  
7 notice such as the Class Member ID, or the date and location of his or her  
8 relevant purchases);

9 (f) the Class Member’s signature and the date;

10 (g) the following language immediately above the Class Member’s  
11 signature and date: “I declare under penalty of perjury under the laws of the  
12 United States of America that the foregoing statements regarding Class  
13 Membership are true and correct to the best of my knowledge”; and

14 (h) for Class Members intending to make an appearance at the Final  
15 Approval Hearing (with or without counsel), the objection must also be  
16 accompanied by a “Notice of Intention to Appear”

17 26. Any Class Member who fails to timely file and serve a written Objection  
18 containing all the information listed in (a) through (h) of the previous paragraph shall  
19 be deemed to have waived any objections and will be foreclosed from making any  
20 objections (whether by a subsequent objection, intervention, appeal, or any other  
21 process) to the Settlement. Arguments not raised in the written objections shall be  
22 deemed intentionally waived.

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

1           28. Class Counsel will file with the Court their motions and briefs in support  
2 of Final Approval, the requested incentive awards for Plaintiffs, and attorneys' fees  
3 and costs, no later than September 1, 2022, which is fourteen (14) days before the  
4 deadline for Class Members to object to the Settlement.

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

11           30. All discovery in these consolidated actions, including without limitation  
12 all discovery related to the putative claims of non-California class members, is  
13 STAYED pending further order of the Court.

14

15           SO ORDERED.

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17 Dated: \_\_\_\_\_, 2022

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\_\_\_\_\_  
Hon. George H. Wu  
United States District Judge

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From: Settlement Administrator for Boohoo/PrettyLittleThing/Nasty Gal California Advertising Class Action

To: [JonQClassMember@domain.com](mailto:JonQClassMember@domain.com)

Re: Legal Notice of Class Action Settlement

Class Member ID: XXXXXXXX

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

### UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

(1) *Farid Khan v. Boohoo.com USA, Inc., et al.*, Case No. 2:20-cv-03332-GW (JEMx)

(2) *Haya Hilton v. Prettylittlething.com USA Inc., et al.*, Case No.: 2:20-cv-04658-GW (JEMx)

(3) *Olivia Lee v. NastyGal.com USA, Inc., et al.*, Case No.: 2:20-cv-04659-GW (JEMx)

This notice is to inform you of the settlement of three separate class action lawsuits (the “Actions”) with Boohoo/BoohooMAN, PrettyLittleThing, and Nasty Gal, the “Defendants” in this case. Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee (collectively, the “Class Representatives”) allege that Defendants engaged in a deceptive pricing scheme by advertising artificially inflated original prices on their U.S. websites in that they rarely sold their products at the advertised original price. Plaintiffs allege Defendants routinely marked down and discounted these inflated prices, which gave customers the false impression that they were getting a deal or bargain. Plaintiffs contend Defendants have violated various California consumer protection and false advertising laws and have committed fraud. Defendants deny all of the allegations made in the Actions. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuits to avoid the uncertainties and expenses associated with ongoing litigation.

**Am I a Class Member?** You are a Settlement Class Member in one or more of the three separate cases if:

- You purchased products in California from Boohoo/BoohooMAN’s U.S. websites from April 9, 2016, through \_\_\_\_\_ ;
- You purchased products in California from PrettyLittleThing’s U.S. website from May 19, 2016, through \_\_\_\_\_ ; or
- You purchased products in California from Nasty Gal’s U.S. website from March 1, 2017, through \_\_\_\_\_.

Our records indicate that you are a Settlement Class Member in the Action styled: **[INSERT CASE NAME]**.

**What Can I Get?** Defendants will provide Gift Cards with Free Shipping to customers in

California who purchased products from Defendants. Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards by email that may be used with no shipping charges on the U.S. website of the Defendant company above that provided the Gift Card. There is no requirement to file a claim.

You are eligible to receive up to three Gift Cards, one from Boohoo/BoohooMAN, one from PrettyLittleThing, and one from Nasty Gal, depending on whether you bought items in California from the U.S. websites of one or more of these companies during the Class Periods reflected above.

**How Do I Get a Gift Card?** There is no requirement to file a claim. If you do not affirmatively opt out within the prescribed time period, you will automatically receive a Gift Card in each of the cases for which you are a Settlement Class Member at the email address you have on file with Defendants. If you would like to provide a different email address to receive your Gift Card(s), you may contact the Settlement Administrator to make arrangements.

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Defendants over the legal issues in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement and appear before the Court to present the reasons for your objection. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[URL]**. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against Defendants and their affiliates that this settlement resolves will be released.

**Who Represents Me?** The Court has appointed Yasin M. Almadani, Esq. of Almadani Law and Ahmed Ibrahim, Esq. of AI Law, PLC to represent you and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at **[time]** on **[date]** at the United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012. At that hearing, the Court will hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$5,000 each for their services in helping to bring and settle this case. Defendants have agreed that Class Counsel may be paid reasonable attorneys' fees in an amount to be determined by the Court. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendants and will not reduce the amount of Gift Card value available to Settlement Class Members.

**How Do I Get More Information?** For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to **[URL]**, contact the settlement administrator by calling **(800) 000-000** or by writing to Boohoo/PrettyLittleThing/Nasty Gal California False Pricing Class Action Settlement Administrator, **[address]**, or contact Class

Counsel by emailing [YMA@LawALM.com](mailto:YMA@LawALM.com) or [Albrahim@AILawFirm.com](mailto:Albrahim@AILawFirm.com).

# If you bought products from Boohoo, BoohooMAN, PrettyLittleThing, or NastyGal, you may be eligible for a \$10 Gift Card with Free Shipping.

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

- A settlement has been reached with Boohoo/BoohooMAN, PrettyLittleThing, and NastyGal (“Defendants”) in three separate class action lawsuits about the pricing and sales advertising of Defendants’ products.
- Defendants have agreed to settle the lawsuits and provide Gift Cards with Free Shipping to California customers who purchased Products from Defendants. Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards by email that may be used with no shipping charges on the U.S. website of the Defendant company above that provided the Gift Card. There is no requirement to file a claim.
- You are eligible to receive up to three Gift Cards, one from Boohoo/BoohooMAN, one from PrettyLittleThing, and one from NastyGal depending on whether you purchased products from one or more of these companies during the time periods reflected below.
- You are included in this settlement as a Settlement Class Member of Boohoo/BoohooMAN if you purchased products in California from Boohoo/BoohooMAN from April 9, 2016, through \_\_\_\_\_.
- You are included in this settlement as a Settlement Class Member of PrettyLittleThing if you purchased products in California from PrettyLittleThing from May 19, 2016, through \_\_\_\_\_.
- You are included in this settlement as a Settlement Class Member of NastyGal if you purchased products in California from NastyGal from March 1, 2017, through \_\_\_\_\_.
- Your rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>NO REQUIREMENT TO SUBMIT A CLAIM FORM</b>	There is no requirement to file a claim to receive your Gift Card with Free Shipping. Unless you timely and affirmatively opt out of the settlement, you will automatically receive your Gift Card..
<b>ASK TO BE EXCLUDED DEADLINE: [PAO + 105]</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants related to the legal claims this settlement resolves. However, you will give up the right to receive the Gift Cards from this settlement.



<p><b>OBJECT TO THE SETTLEMENT</b>  <b>DEADLINE: [PAO + 105]</b></p>	<p>If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don't like the settlement. If you object but do not opt out, you will still remain a part of the class and automatically receive the Gift Card(s) for which you are eligible, but you will give up the right to sue Defendants in a separate lawsuit about the legal claims this settlement resolves.</p>
<p><b>GO TO A HEARING</b>  <b>ON [PAO + 133]</b></p>	<p>You may object to the settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.</p>
<p><b>DO NOTHING</b></p>	<p>You will automatically receive one or more \$10 Gift Cards by email, but you will give up the right to sue, continue to sue, or be part of another lawsuit against Defendants about the legal claims resolved by this settlement.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

**WHAT THIS NOTICE CONTAINS**

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2. What is this lawsuit about?
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4. Why is there a settlement?

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## I. BASIC INFORMATION

### 1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of the three separate class action lawsuits to which this Notice relates and about all of your options before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge George H. Wu of the United States District Court for the Central District of California is overseeing these class actions. The three separate cases are styled: (1) *Farid Khan v. Boohoo.com USA, Inc., et al.*, Case No. 2:20-cv-03332 GW (JEMx); (2) *Haya Hilton v. Prettylittlething.com USA Inc., et al.*, Case No.: 2:20-cv-004658 GW (JEMx); (3) *Olivia Lee v. NastyGal.com USA, Inc., et al.*, Case No.: 2:20-cv-004659 GW (JEMx). These cases will be referred to in this Notice as the “Actions.” The proposed settlement resolves the legal claims in these lawsuits on behalf of California purchasers of items from Defendants. The individuals that filed these lawsuits, Farid Khan, Haya Hilton, and Olivia Lee, are called “Plaintiffs” and the companies they sued—respectively, Boohoo/BoohooMAN, PrettyLittleThing, and NastyGal—are called “Defendants.”

### 2. What is this lawsuit about?

This lawsuit is about Defendants’ pricing policies and advertised sales. Plaintiffs allege that Defendants engaged in a deceptive pricing scheme by advertising artificially inflated original prices in that they rarely sold their products at the advertised original price. Plaintiffs allege Defendants routinely marked down and discounted these inflated prices on their websites, which gave customers the false impression that they were getting a deal or bargain. Plaintiffs contend Defendants have violated various California consumer protection and false advertising laws and have committed fraud. Defendants deny all of the allegations made in the Actions.

### 3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Farid Khan, Haya Hilton, and Olivia Lee) sue on behalf of other people with similar claims. Together, the people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

The Court has not determined whether the Class Representatives or Defendants are right. Instead, both parties agreed to a settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Settlement Class Members.

## II. WHO IS INCLUDED IN THE SETTLEMENT

### 5. How do I know whether I am part of the settlement?

The settlement includes all persons of the three separate Classes from the three separate Actions who do not timely opt out (“Settlement Class Members”) as follows:

You are included in this settlement as a Settlement Class Member of Boohoo/BoohooMAN if you purchased products from Boohoo/BoohooMAN in California from April 9, 2016, through \_\_\_\_\_ (the Class Period for Boohoo/BoohooMAN).

You are included in this settlement as a Settlement Class Member of PrettyLittleThing if you purchased products from PrettyLittleThing in California from May 19, 2016, through \_\_\_\_\_ (the Class Period for PrettyLittleThing).

You are included in this settlement as a Settlement Class Member of NastyGal if you purchased products from NastyGal in California from March 1, 2017, through \_\_\_\_\_ (the Class Period for NastyGal).

**6. Are there exceptions to being included?**

Yes. The settlement does not include: (1) individuals who bought products from Defendants outside of California, (2) Defendants and their officers, directors, and employees; (3) any person who files a valid and timely Request for Exclusion; and (4) judicial officers and their immediate family members and associated court staff assigned to the case.

**7. What if I am still not sure whether I am part of the settlement?**

If you are not sure whether you are included, call 1-XXX-XXX-XXXX, go to [www.Website.com](http://www.Website.com) or write to the lawyers listed in Question 19 below and/or the Settlement Administrator.

**III. THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

**8. What does the settlement provide?**

Defendants have agreed to provide benefits to Settlement Class Members to settle the lawsuits. Each Settlement Class Member who does not timely opt out shall automatically receive one or more \$10 Gift Cards. You will receive one \$10 Gift Card for each of the following websites (<https://us.boohoo.com>/<https://boohooman.com/us>, <https://prettylittlething.us>, and <https://nastygal.com>) from whom you have made a purchase in California during the Class Periods identified in Question 5, up to a maximum of three Gift Cards. The Gift Card may be used for a single \$10 purchase transaction for merchandise available on the U.S. website from which a Settlement Class Member made a purchase. You will not be required to pay shipping charges for your purchase. There is no expiration date, no minimum purchase requirement, no blackout dates, no restriction on use with other offers or promotions, no fees, no restrictions on transferability, and with very limited exceptions, stacking of multiple Gift Cards will be permitted.

For example, if you made a purchase from California on <https://prettylittlething.us> during the applicable Class Period, then you will receive a Gift Card for use on the PrettyLittleThing U.S. Website only toward a purchase on that website. Customers of the <https://boohooman.com/us/> website will receive a Gift Card for redemption on the <http://us.boohoo.com> website, which carries products for both brands - BoohooMAN and Boohoo.

**9. How much will my Gift Card be?**

Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards with Free Shipping (valued at \$7.28), for a total potential value of \$17.28 (inclusive of the Free Shipping) per Gift Card.

**IV. HOW TO GET A SETTLEMENT GIFT CARD**

**10. How do I get a payment from the settlement?**

There is no requirement to file a claim to receive your Gift Card with Free Shipping. If you do not affirmatively opt out within the prescribed time period, you will automatically receive a Gift Card at the email address that you have on file with Defendants.

**11. When would I get my settlement payment?**

The Court will hold a hearing on [Final Approval Hearing date] to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, only if and when the Court grants final approval to the settlement and after any appeals are resolved.

**12. What rights am I giving up to get a payment and stay in the Settlement Class?**

Unless you exclude yourself, you will remain a part of the Settlement Class. If the settlement is approved and

**QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

becomes final, all of the Court’s orders will apply to you and legally bind you. You won’t be able to sue, continue to sue, or be part of any lawsuit against Defendants and the Released Parties that relates to the legal issues resolved by this settlement. The rights you are giving up are called Released Claims (see next question).

### **13. What are the Released Claims?**

If and when the settlement becomes final, Settlement Class Members who do not timely and sufficiently request to be excluded from the proposed settlement will permanently release all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, in law or equity, fixed or contingent, known or unknown, which Settlement Class Members have or may have, arising out of or relating to any of the acts, omissions, or other conduct by Defendants alleged or otherwise referred to in the operative complaints in the three Actions. The settlement does not bind any persons or class members outside of the Settlement Class Members.

The “Released Parties” will include the named Defendants in the Actions (specifically, Boohoo Group PLC, Boohoo.com USA, Inc., Boohoo.com UK Limited, Prettylittlething.com USA, Inc., Prettylittlething.com Limited, NastyGal.com USA, Inc., and Nasty Gal Limited), and all direct and indirect subsidiaries, affiliates, parent companies, holding companies or other companies or business entities owned or controlled by any of the named Defendants in the Actions that are specifically related to the brands boohoo, boohooMan, PrettyLittleThing, and NastyGal. To the extent Defendant Boohoo Group PLC or any of its subsidiaries owns, operates, or otherwise controls any business entities that sell brands other than the brands listed above, those brands, companies, subsidiaries, and/or business entities are not included within the definition of “Defendants.”

More detail about the claims you will be releasing are described in Sections 1.6 through 1.8 and 2.7 through 2.8 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

## **V. THE LAWYERS REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

Yes. Judge Wu appointed Yasin M. Almadani, Esq. of Almadani Law and Ahmed Ibrahim, Esq. of AI Law, PLC to represent you and other Settlement Class Members as “Class Counsel.” These law firms and these lawyers are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **15. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of attorneys’ fees and expenses of up to \$4,750,000. They will also ask the Court to approve \$5,000 service awards to each of the three Class Representatives. The Court may award less than these amounts. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendants and will not reduce the amount of Gift Card value available to Settlement Class Members. Furthermore, any amount of attorneys’ fees and expenses not awarded to Class Counsel will be paid by Defendants to a charitable organization but will not reduce the amount of Gift Card value available to Settlement Class Members.

## **VI. EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to keep the right to sue or continue to sue Defendants or the Released Parties about the legal claims in this case, and you do not want to receive a Gift Card from this settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from or opting out of the settlement.

### **16. How do I get out of the settlement?**

To exclude yourself from the Settlement Class of any of the three lawsuits, you must submit a written request for exclusion for that specific lawsuit. Your request for exclusion must include: (a) the name and case number of the Action(s) from which you seek exclusion (i.e., (1) *Farid Khan v. Boohoo.com USA, Inc., et al.*, Case No. 2:20-cv-

03332 GW (JEMx); (2) *Haya Hilton v. Prettylittlething.com USA Inc., et al.*, Case No.: 2:20-cv-004658 GW (JEMx); and/or (3) *Olivia Lee v. NastyGal.com USA, Inc., et al.*, Case No.: 2:20-cv-004659 GW (JEMx)); (b) your full name, email address, physical address, telephone number, and Class Member ID; and (c) a signed statement that you are a legitimate Settlement Class Member of the referenced lawsuit and you do not wish to participate in the Settlement of that particular lawsuit. Your request for exclusion must be mailed to the Settlement Administrator at the address below so it is postmarked no later than **[PAO + 105]**:

**Boohoo/PrettyLittleThing/NastyGal**  
**California False Pricing Class Action Settlement Administrator**  
 [address]  
 [City], [ST] [ZIP]

More details about the exclusion process are described in Sections 3.2 and 3.9 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

**17. If I exclude myself, can I still get a Gift Card from this settlement?**

No. If you exclude yourself, you are telling the Court that you don't want to be part of the settlement. You can only get one or more Gift Cards if you stay in the settlement.

**18. If I do not exclude myself, can I sue Defendants or the Released Parties for the same legal claims later?**

No. Unless you exclude yourself, you are giving up the right to sue Defendants and the Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendants or any of the Released Parties for the claims that this settlement resolves.

**VII. OBJECTING TO THE SETTLEMENT**

You can tell the Court if you don't agree with the settlement or any part of it.

**19. How do I tell the Court that I do not like the settlement?**

If you are a Settlement Class Member, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must be in writing and made individually (no group or class objections will be accepted), and must include: (1) the name and case number of the Action(s) to which you are objecting; (2) the Settlement Class Member's full name, address, telephone number, and Class Member ID; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, all legal and factual arguments supporting the objection, including supporting documentation; (5) facts supporting the person's status as a Settlement Class Member (e.g., either any unique identifier included by the Settlement Administrator in his/her notice, or the date and location of his/her relevant purchases, including supporting documentation); (6) the Settlement Class Member's signature and the date; and (7) the following language immediately above the Settlement Class Member's signature and date: "I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding Class Membership are true and correct to the best of my knowledge." Settlement Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections (whether by a subsequent objection, intervention, appeal, or any other process) to this Agreement. Arguments not raised in the written objections shall be deemed intentionally waived. Mail your objection to all three addresses below postmarked on or before **[PAO + 105]**.

The Court	Class Counsel	Defendants' Counsel
Hon. George H. Wu United States Courthouse Central District of California	ALMADANI LAW Yasin M. Almadani 4695 MacArthur Ct., Ste. 1100	EVERSHEDS SUTHERLAND (US) LLP Ronald W. Zdrojeski



<p>350 West 1<sup>st</sup> Street Courtroom 9D, 9<sup>th</sup> Floor Los Angeles, CA 90012</p>	<p>Newport Beach, CA 92660 Ph: 949-877-7177 Fax: 949-877-8757 <a href="mailto:yama@lawalm.com">yama@lawalm.com</a></p> <p>AI LAW, PLC Ahmed Ibrahim 4695 MacArthur Ct., Ste. 1100 Newport Beach, CA 92660 Ph.: 949-266-1240 Fax: 949-266-1280 <a href="mailto:aibrahim@ailawfirm.com">aibrahim@ailawfirm.com</a></p>	<p>1114 6<sup>th</sup> Avenue, 40<sup>th</sup> Floor New York, NY 10036 Ph: (212) 389-5000 Fax: (212) 389-5099 <a href="mailto:ronzdrojeski@eversheds-sutherland.com">ronzdrojeski@eversheds-sutherland.com</a></p> <p>EVERSHEDS SUTHERLAND (US) LLP Ian S. Shelton 500 Capitol Mall, Suite 1750 Sacramento, CA 95814 Ph: (916) 844-2965 Fax: (916) 241-0501 <a href="mailto:ianshelton@eversheds-sutherland.com">ianshelton@eversheds-sutherland.com</a></p>
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More details about the objection process are described in Sections 3.2 and 3.8 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

#### **20. May I come to Court to speak about my objection?**

Yes. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intends to appear at the Final Approval Hearing. Remember, your objection must be postmarked by **[FAH + 105]** and sent to all three addresses in Question **19**.

More details about the objection process are described in Sections 3.2 and 3.8 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

#### **21. What is the difference between objecting to the settlement and asking to be excluded from it?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you remain a Settlement Class Member (that is, you do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you cannot object because the settlement no longer affects you.

### **VIII. THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak consistent with Question **20**, but you don't have to.

#### **22. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing at **[: .m.]** on **[date]** at the United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Class Representatives' service awards. If there are objections, the Court will consider them. Judge Wu will listen to people who have asked to speak at the hearing (*see* Question **20** above). After the hearing, the Court will decide whether to approve the settlement.

#### **23. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Wu may have. However, you are welcome to come to the

hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **24. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 20 above). However, Settlement Class Members (with or without counsel) intending to make an appearance at the Final Approval Hearing must so inform the Parties and the Court on or before the Objection Deadline by providing a “Notice of Intention to Appear” to the Court, Class Counsel, and Defendants’ Counsel. Furthermore, no objector shall be permitted to argue any grounds for objection that are not clearly and timely stated in their corresponding written objection and all such untimely grounds shall be deemed waived. Your notice of intention to appear must be filed and postmarked on or before **[PAO + 105]**.

More details about the objection process are described in Sections 3.2 and 3.8 of the Settlement Agreement, available at [www.Website.com](http://www.Website.com).

### **IX. IF YOU DO NOTHING**

#### **25. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will automatically receive one or more \$10 Gift Cards, but you will give up the rights explained in Questions **16-21**, including your right to start a new lawsuit, continue with a lawsuit, be part of any other lawsuit against Defendants and the Released Parties about the legal issues resolved by this settlement, or to object to the settlement.

### **X. GETTING MORE INFORMATION**

#### **26. How do I get more information?**

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents and information are available at [www.Website.com](http://www.Website.com). Additional information is also available by calling **1-XXX-XXX-XXXX** or by writing to the **Settlement Administrator (see Question 16)**. Publicly-filed documents can also be obtained by visiting the U.S. Courthouse located at 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012 during business hours or accessing the Court’s online docket via PACER.



Court Authorized Legal Notice

## **If you bought products from Boohoo, BoohooMAN, PrettyLittleThing, or Nasty Gal, you may be eligible for a \$10 Gift Card with Free Shipping.**

*Khan v. Boohoo.com USA, Inc.*, No. 2:20-cv-0332-GW (JEMx) (C.D. Cal.) | *Hilton v. Prettylittlething.com USA Inc.*, No. 2:20-cv-04658-GW (JEMx) (C.D. Cal.) | *Lee v. NastyGal.com USA, Inc.*, No. 2:20-cv-04659-GW (JEMx) (C.D. Cal.)

A settlement has been reached in the three class action lawsuits referenced above (the “Actions”) with Boohoo/BoohooMAN, PrettyLittleThing, and Nasty Gal, the “Defendants” in this case. Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee (collectively, the “Class Representatives”) allege that Defendants engaged in a deceptive pricing scheme by advertising artificially inflated original prices on their U.S. websites in that they rarely sold their products at the advertised original price. Plaintiffs allege Defendants routinely marked down and discounted these inflated prices, which gave customers the false impression that they were getting a deal or bargain. Plaintiffs contend Defendants have violated various California consumer protection and false advertising laws and have committed fraud. Defendants deny all of the allegations made in the Actions. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuits to avoid the uncertainties and expenses associated with ongoing litigation.

**Am I a Settlement Class Member?** You are a class member in one or more of the three cases referenced above if:

- You purchased products in California from Boohoo/BoohooMAN’s U.S. websites from April 9, 2016, through \_\_\_\_\_.
- You purchased products in California from PrettyLittleThing’s U.S. website from May 19, 2016, through \_\_\_\_\_.
- You purchased products in California from Nasty Gal’s U.S. website from March 1, 2017, through \_\_\_\_\_.

**What Can I Get?** Defendants will provide Gift Cards with Free Shipping to customers in California who purchased products from Defendants. Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards by email that may be used with no shipping charges on the U.S. website of the Defendant company above that provided the Gift Card. There is no requirement to file a claim. You are eligible to receive up to three Gift Cards, one from Boohoo/BoohooMAN, one from PrettyLittleThing, and one from Nasty Gal depending on your purchase history.

**How Do I Get a Gift Card?** There is no requirement to file a claim. If you do not affirmatively opt out within the prescribed time period, you will automatically receive a Gift Card in each of the cases for which you are a Settlement Class Member at the email address you have on file with Defendants. If you would like to provide a different email address to receive your Gift Card(s), you may contact the Settlement Administrator to make arrangements.

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Defendants over the legal issues in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement and appear before the Court to present the reasons for your objection. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[URL]**. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims against Defendants and their affiliates that this settlement resolves will be released.

**Who Represents Me?** The Court has appointed Yasin M. Almadani, Esq. of Almadani Law and Ahmed Ibrahim, Esq. of AI Law, PLC to represent you and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at **[time] on [date]** at the United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representatives \$5,000 each for their services in helping to bring and settle this case. Defendants have agreed that Class Counsel may be paid reasonable attorneys’ fees in an amount to be determined by the Court. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendants and will not reduce the amount of Gift Card value available to Settlement Class Members.

**How Do I Get More Information?** For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to **[URL]**, contact the settlement administrator by calling **(800) 000-000** or by writing to Boohoo/PrettyLittleThing/Nasty Gal California False Pricing Class Action Settlement Administrator, **[address]**, or contact Class Counsel by emailing [YMA@LawALM.com](mailto:YMA@LawALM.com) or [Abrahim@AILawFirm.com](mailto:Abrahim@AILawFirm.com).

1- - -  
[www.\[website\].com](http://www.[website].com)

COURT AUTHORIZED NOTICE OF CLASS  
ACTION AND PROPOSED SETTLEMENT

BOOHOO/BOOHOOHUMAN  
# 3837  
PRETTYLITTLETHING  
NASTY GAL False Pricing Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

OUR RECORDS  
INDICATE YOU  
PURCHASED  
PRODUCTS IN  
CALIFORNIA FROM  
THE U.S. WEBSITES OF  
BOOHOO,  
BOOHOOHUMAN,  
PRETTYLITTLETHING,  
AND/OR NASTY GAL,  
AND YOU MAY BE  
ENTITLED TO A  
PAYMENT FROM A  
CLASS ACTION  
SETTLEMENT.



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

Class Member ID: XXXXXXXX

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

**Notice of Proposed Class Action Settlement**  
**Boohoo/BoohooMAN/PrettyLittleThing/Nasty Gal False Pricing Litigation**

*Khan v. Boohoo.com USA, Inc.*, No. 2:20-cv-0332-GW (JEMx) | *Hilton v. Prettylittlething.com USA Inc.*, No. 2:20-cv-04658-GW (JEMx) | *Lee v. NastyGal.com USA, Inc.*, No. 2:20-cv-04659-GW (JEMx)

This notice is to inform you of the settlement of the three class action lawsuits referenced above (the "Actions") with Boohoo/BoohooMAN, PrettyLittleThing, and Nasty Gal, the "Defendants" in this case. Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee (collectively, the "Class Representatives") allege that Defendants engaged in a deceptive pricing scheme by advertising artificially inflated original prices on their U.S. websites in that they rarely sold their products at the advertised original price. Plaintiffs allege Defendants routinely marked down and discounted these inflated prices, which gave customers the false impression that they were getting a deal or bargain. Plaintiffs contend Defendants have violated various California consumer protection and false advertising laws and have committed fraud. Defendants deny all of the allegations made in the Actions. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuits to avoid the uncertainties and expenses associated with ongoing litigation.

**Am I a Settlement Class Member?** You are a class member in one or more of the three cases referenced above if:

- You purchased products in California from Boohoo/BoohooMAN's U.S. websites from April 9, 2016, through \_\_\_\_\_.
- You purchased products in California from PrettyLittleThing's U.S. website from May 19, 2016, through \_\_\_\_\_.
- You purchased products in California from Nasty Gal's U.S. website from March 1, 2017, through \_\_\_\_\_.

Our records indicate that you are a Settlement Class Member in the Action styled: [INSERT CASE NAME].

**What Can I Get?** Defendants will provide Gift Cards with Free Shipping to customers in California who purchased products from Defendants. Those individuals included in the settlement who choose not to opt out of the settlement will automatically receive one or more \$10 Gift Cards by email that may be used with no shipping charges on the U.S. website of the Defendant company above that provided the Gift Card. There is no requirement to file a claim. You are eligible to receive up to three Gift Cards, one from Boohoo/BoohooMAN, one from PrettyLittleThing, and one from Nasty Gal, depending on whether you purchased items in California from the U.S. websites of one or more of these companies during the Class Periods reflected above.

**How Do I Get a Gift Card?** There is no requirement to file a claim. If you do not affirmatively opt out within the prescribed time period, you will automatically receive a Gift Card in each of the cases for which you are a Settlement Class Member at the email address you have on file with Defendants. If you would like to provide a different email address to receive your Gift Card(s), you may contact the Settlement Administrator to make arrangements.

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Defendants over the legal issues in the lawsuit. You and/or your lawyer also have the right to object to the proposed settlement and appear before the Court to present the reasons for your objection. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [URL]. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against Defendants and their affiliates that this settlement resolves will be released.

**Who Represents Me?** The Court has appointed Yasin M. Almadani, Esq. of Almadani Law and Ahmed Ibrahim, Esq. of AI Law, PLC to represent you and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [time] on [date] at the United States Courthouse, 350 West 1st Street, Courtroom 9D, 9th Floor, Los Angeles, CA 90012. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$5,000 each for their services in helping to bring and settle this case. Defendants have agreed that Class Counsel may be paid reasonable attorneys' fees in an amount to be determined by the Court. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendants and will not reduce the amount of Gift Card value available to Settlement Class Members.

**How Do I Get More Information?** For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to [URL], contact the settlement administrator by calling (800) 000-000 or by writing to Boohoo/PrettyLittleThing/Nasty Gal California False Pricing Class Action Settlement Administrator, [address], or contact Class Counsel by emailing YMA@LawALM.com or Albrahim@ALLawFirm.com.

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Settlement Administrator for  
Boohoo/PrettyLittleThing/Nasty Gal California False  
Pricing Class Action  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

**XXX**