

## If you bought products from Boohoo, BoohooMAN, PrettyLittleThing, or Nasty Gal, 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 Nasty Gal (“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 Nasty Gal 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 June 17, 2022.
- 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 June 17, 2022.
- You are included in this settlement as a Settlement Class Member of Nasty Gal if you purchased products in California from NastyGal from March 1, 2017 through June 17, 2022.
- 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: NOVEMBER 28, 2022</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.
<b>OBJECT TO THE SETTLEMENT DEADLINE: NOVEMBER 28, 2022</b>	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.
<b>GO TO A HEARING ON DECEMBER 19, 2022</b>	You may object to the settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.
<b>DO NOTHING</b>	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.

- 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 who filed these lawsuits, Farid Khan, Haya Hilton, and Olivia Lee, are called “Plaintiffs” and the companies they sued—respectively, Boohoo/BoohooMAN, PrettyLittleThing, and Nasty Gal—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 June 17, 2022 (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 June 17, 2022 (the Class Period for PrettyLittleThing).

You are included in this settlement as a Settlement Class Member of Nasty Gal if you purchased products from Nasty Gal in California from March 1, 2017 through June 17, 2022 (the Class Period for Nasty Gal).

**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 1-844-594-2514, go to [www.BooHooCAPricingSettlement.com](http://www.BooHooCAPricingSettlement.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 **December 19, 2022** 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 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 Nasty Gal. 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 details 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.BooHooCAPricingSettlement.com](http://www.BooHooCAPricingSettlement.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 **November 28, 2022**:

Boohoo/PrettyLittleThing/Nasty Gal California Pricing Settlement Administrator  
P.O. Box 5100  
Larkspur, CA 94977-5100

More details about the exclusion process are described in Sections 3.2 and 3.9 of the Settlement Agreement, available at [www.BooHooCAPricingSettlement.com](http://www.BooHooCAPricingSettlement.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 get one or more Gift Cards only 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 five addresses below postmarked on or before **November 28, 2022**.

The Court	Class Counsel	Defendants' Counsel
Hon. George H. Wu United States Courthouse Central District of California 350 West 1 <sup>st</sup> Street Courtroom 9D, 9 <sup>th</sup> Floor Los Angeles, CA 90012	ALMADANI LAW Yasin M. Almadani 4695 MacArthur Ct., Ste. 1100 Newport Beach, CA 92660 Ph: (949) 877-7177 Fax: (949) 877-8757 yma@lawalm.com  AI LAW, PLC Ahmed Ibrahim 4695 MacArthur Ct., Ste. 1100 Newport Beach, CA 92660 Ph.: (949) 266-1240 Fax: (949) 266-1280 aibrahim@ailawfirm.com	EVERSHEDS SUTHERLAND (US) LLP Ronald W. Zdrojeski 1114 6 <sup>th</sup> Avenue, 40 <sup>th</sup> Floor New York, NY 10036 Ph: (212) 389-5000 Fax: (212) 389-5099 ronzdrojeski@eversheds-sutherland.com  EVERSHEDS SUTHERLAND (US) LLP Ian S. Shelton 500 Capitol Mall, Suite 1750 Sacramento, CA 95814 Ph: (916) 844-2965 Fax: (916) 241-0501 ianshelton@eversheds-sutherland.com

More details about the objection process are described in Sections 3.2 and 3.8 of the Settlement Agreement, available at [www.BooHooCAPricingSettlement.com](http://www.BooHooCAPricingSettlement.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 **November 28, 2022** and sent to all five 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.BooHooCAPricingSettlement.com](http://www.BooHooCAPricingSettlement.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 8:30 a.m. on December 19, 2022, 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 **November 28, 2022**.

More details about the objection process are described in Sections 3.2 and 3.8 of the Settlement Agreement, available at [www.BooHooCAPricingSettlement.com](http://www.BooHooCAPricingSettlement.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.BooHooCAPricingSettlement.com](http://www.BooHooCAPricingSettlement.com). Additional information is also available by calling 1-844-594-2514 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.