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USA Inc., Prettylittlething.com Limited,
11 and Boohoo Group PLC

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 HAYA HILTON, an individual, on
15 behalf of herself and all others similarly
16 situated,

17 Plaintiff,

18 vs.

19 PRETTYLITTLETHING.COM USA
INC. a Delaware corporation,
20 PRETTYLITTHING.COM LIMITED,
a United Kingdom private limited
company, BOOHOO GROUP PLC, a
21 Jersey public limited company , and
DOES 1-100, inclusive,

22 Defendants.
23
24
25

NO. 2:20-cv-03332-GW-JEM

Consolidated for Pretrial Purposes with:

NO. 2:20-cv-04658-GW-JEM

NO. 2:20-cv-04659-GW-JEM

**AMENDED ANSWER TO FIRST
AMENDED CLASS ACTION
COMPLAINT BY DEFENDANTS
PRETTYLITTLETHING.COM USA
INC.,
PRETTYLITTLETHING.COM
LIMITED AND BOOHOO GROUP
PLC**

The Honorable George H. Wu

Courtroom: 9D

Address: U.S. Courthouse

350 W. First Street

Los Angeles, CA 90012

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ANSWER

Defendants Prettylittlething.com USA Inc., Prettylittlething.com Limited and Boohoo Group PLC (“Defendants”) hereby answer the First Amended Class Action Complaint (Dkt. 15) filed by Plaintiff Haya Hilton (“Plaintiff” or “Hilton”).

I. BACKGROUND

1. Defendants admit that this action is brought against Defendants Prettylittlething.com USA, Inc., Prettylittlething.com Limited, and Boohoo Group PLC.

Defendants deny all remaining allegations of paragraph 1, and specifically deny that they use a deceptive or false pricing scheme.

II. THE PARTIES

2. Defendants lack sufficient knowledge to admit or deny that Haya Hilton is a citizen of the State of California and resident of the County of Contra Costa.

3. Defendants admit that Prettylittlething.com USA, Inc. is a Delaware corporation with its principal place of business in California. Defendants admit that Boohoo Group PLC is the ultimate parent company of Defendant Prettylittlething.com USA, Inc.

4. Defendants admit the allegations in paragraph 4.

5. Defendants admit that Boohoo Group PLC is a public limited company incorporated in the Island of Jersey. Defendants admit that Boohoo Group PLC is the ultimate parent company of Defendants Prettylittlething.com Limited and Prettylittlething.com USA Inc. Defendants deny that Defendant Boohoo Group PLC is the “parent company” of “online brands boohoo, boohooMAN, PrettyLittleThing, Nasty Gal, Karen Millen, Coast, and Miss Pap.”

6. Paragraph 6 purports to define the defendants and no response is required.

1 7. Paragraph 7 states legal conclusions to which no response is required.
2 To the extent a response is required, Defendants deny the allegations in paragraph 7.

3 8. Paragraph 8 states legal conclusions to which no response is required.
4 To the extent a response is required, Defendants deny the allegations in paragraph 8.

5 9. Paragraph 9 states legal conclusions to which no response is required.
6 To the extent a response is required, Defendants deny the allegations in paragraph 9.

7 **III. JURISDICTION AND VENUE**

8 10. Paragraph 10 states legal conclusions to which no response is required.
9 To the extent a response is required, Defendants lack sufficient information to admit
10 or deny the allegations in paragraph 10.

11 11. Paragraph 11 states legal conclusions to which no response is required.
12 To the extent a response is required, Defendants lack sufficient information to admit
13 or deny the allegations in paragraph 11.

14 **IV. GENERAL ALLEGATIONS**

15 **A. Company Background**

16 12. Defendants admit that Defendant Prettylittlething.com Limited markets
17 and sells “PrettyLittlething” clothing and other products over the internet.
18 Defendants deny the remaining allegations in paragraph 12.

19 13. Defendants admit that Defendant Prettylittlething.com Limited operates
20 an online store for United States customers that can be found at
21 <http://www.prettylittlething.us>, but Defendants deny that Defendant
22 Prettylittlething.com USA, Inc. operates that website. Defendants deny Plaintiff’s
23 characterization of that website, which speaks for itself. Defendants deny the
24 remaining allegations in paragraph 13.

25 14. Defendants admit that Defendant Prettylittlething.com Limited offers
26 customers a wide range of PrettyLittleThing apparel, accessories, and other
27 products. Defendants deny the remaining allegations in paragraph 14.
28

1 **B. Defendants’ False and Deceptive Pricing Scheme**

2 15. Defendants admit that, in the past, Defendant Prettylittlething.com
3 Limited has displayed some form of sale on its website from time to time.
4 Defendants deny the remaining allegations of paragraph 15.

5 16. Defendants deny the allegations in paragraph 16. Defendants also deny
6 the characterization of the website, which speaks for itself.

7 17. Defendants deny the characterization of the website, which speaks for
8 itself. Defendants deny the remaining allegations in paragraph 17.

9 18. Defendants deny the characterization of the website, which speaks for
10 itself. Defendants deny the remaining allegations in paragraph 18.

11 19. Paragraph 19 states legal conclusions to which no response is required.
12 To the extent a response is required, Defendants deny the allegations in paragraph
13 19.

14 20. Paragraph 20 states legal conclusions to which no response is required.
15 To the extent a response is required, Defendants deny the allegations in paragraph
16 20.

17 **C. Plaintiff’s Purchase of Falsely Advertised Items from PLT**

18 21. As to the allegations in paragraph 21 regarding Plaintiff and her
19 understanding of Defendant Prettylittlething.com Limited’s website and pricing,
20 Defendants lack sufficient information to admit or deny. Defendants deny the
21 remaining allegations in paragraph 21.

22 22. As to the allegations in paragraph 22 regarding Plaintiff’s purchases
23 and her understanding of Defendant Prettylittlething.com Limited’s website and
24 pricing, Defendants lack sufficient information to admit or deny. Defendants deny
25 the remaining allegations in paragraph 22.

26 23. As to the allegations in paragraph 23 regarding Plaintiff’s purchases
27 and her understanding of Defendant Prettylittlething.com Limited’s website and
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1 pricing, Defendants lack sufficient information to admit or deny. Defendants deny
2 the remaining allegations in paragraph 23.

3 24. As to the allegations in paragraph 24 regarding Plaintiff and her
4 understanding of Defendant Prettylittlething.com Limited’s website and pricing,
5 Defendants lack sufficient information to admit or deny. Defendants deny the
6 remaining allegations in paragraph 24.

7 25. As to the allegations in paragraph 25 regarding Plaintiff and her
8 understanding of Defendant Prettylittlething.com Limited’s website and pricing,
9 Defendants lack sufficient information to admit or deny. Defendants deny the
10 remaining allegations in paragraph 25.

11 26. As to the allegations in paragraph 25 regarding Plaintiff and her
12 understanding of Defendant Prettylittlething.com Limited’s website and pricing,
13 Defendants lack sufficient information to admit or deny. Defendants deny the
14 remaining allegations in paragraph 25.

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

19 27. Defendants deny the allegations in paragraph 27 concerning consumer
20 purchasing behavior as incomplete and/or incorrect statements of matters that are
21 properly the subject of expert testimony. Defendants refer to the publications and
22 the Ninth Circuit decision cited in paragraph 27, which speak for themselves, for
23 their true and complete contents and deny any characterization of the statement by
24 Plaintiff. Defendants deny the remaining allegations in paragraph 27.

25 28. Defendants deny the allegations in paragraph 28 concerning consumer
26 purchasing behavior as incomplete and/or incorrect statements of matters that are
27 properly the subject of expert testimony. Defendants refer to the publication cited in
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1 paragraph 28, which speaks for itself, for its true and complete contents and deny
2 any characterization of the statement by Plaintiff. Defendants deny the remaining
3 allegations in paragraph 28.

4 29. Defendants deny the allegations in paragraph 29 concerning consumer
5 purchasing behavior as incomplete and/or incorrect statements of matters that are
6 properly the subject of expert testimony. Defendants refer to the publication cited in
7 paragraph 29, which speaks for itself, for its true and complete contents and deny
8 any characterization of the statement by Plaintiff. Defendants deny the remaining
9 allegations in paragraph 29.

10 30. Defendants deny the allegations in paragraph 30 concerning consumer
11 purchasing behavior as incomplete and/or incorrect statements of matters that are
12 properly the subject of expert testimony. Defendants refer to the publication cited in
13 paragraph 30, which speaks for itself, for its true and complete contents and deny
14 any characterization of the statement by Plaintiff. Defendants deny the remaining
15 allegations in paragraph 30.

16 31. Defendants deny the allegations in paragraph 31 concerning consumer
17 purchasing behavior as incomplete and/or incorrect statements of matters that are
18 properly the subject of expert testimony. Defendants refer to the publication cited in
19 paragraph 31, which speaks for itself, for its true and complete contents and deny
20 any characterization of the statement by Plaintiff. Defendants deny the remaining
21 allegations in paragraph 31.

22 32. Defendants deny the allegations in paragraph 32 concerning consumer
23 purchasing behavior as incomplete and/or incorrect statements of matters that are
24 properly the subject of expert testimony. Defendants refer to the publications and
25 the Ninth Circuit case referenced in paragraph 32, which speak for themselves, for
26 their true and complete contents and deny any characterization of the statement by
27 Plaintiff. Defendants deny the remaining allegations in paragraph 32.

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1 **V. CLASS ACTION ALLEGATIONS**

2 33. Defendants admit that Plaintiff purports to bring a class action lawsuit.
3 Defendants deny the remaining allegations in paragraph 33, and specifically deny
4 that this lawsuit should be certified as a class action under Rule 23 of the Federal
5 Rules of Civil Procedure.

6 34. Paragraph 34 purports to define class, to which no response is required.
7 Defendants deny that this lawsuit should be certified as a class action.

8 35. Defendants admit that Plaintiff purports to bring a class action lawsuit.
9 Defendants deny the remaining allegations in paragraph 35, and specifically deny
10 that this lawsuit should be certified as a class action under Rule 23 of the Federal
11 Rules of Civil Procedure.

12 36. Paragraph 36 purports to define class, to which no response is required.
13 Defendants deny that this lawsuit should be certified as a class action.

14 37. Paragraph 37 states legal conclusions to which no response is required.
15 To the extent a response is required, Defendants deny the allegations in paragraph
16 37 and specifically deny that this lawsuit should be certified as a class action under
17 Rule 23 of the Federal Rules of Civil Procedure.

18 38. **Numerosity.** Paragraph 38 states legal conclusions to which no
19 response is required. To the extent a response is required, Defendants deny the
20 allegations in paragraph 38 and specifically deny that it possesses all information
21 necessary to identify purported class members or any relief to which Plaintiff claims
22 she is entitled, and specifically deny that this lawsuit should be certified as a class
23 action under Rule 23 of the Federal Rules of Civil Procedure.

24 39. **Typicality.** Paragraph 39 states legal conclusions to which no response
25 is required. To the extent a response is required, Defendants deny the allegations in
26 paragraph 39 and specifically deny that this lawsuit should be certified as a class
27 action under Rule 23 of the Federal Rules of Civil Procedure.
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1 40. **Adequacy of Representation.** Paragraph 40 states legal conclusions to
2 which no response is required. To the extent a response is required, Defendants deny
3 the allegations in paragraph 40 and specifically deny that this lawsuit should be
4 certified as a class action under Rule 23 of the Federal Rules of Civil Procedure.

5 41. **Existence and Predominance of Common Questions of Law or**
6 **Fact.** The allegations in paragraph 41, including subparagraphs (a) - (p) state legal
7 conclusions to which no response is required. To the extent a response is required,
8 Defendants deny the allegations in paragraph 41, and specifically deny that this
9 lawsuit should be certified as a class action under Rule 23 of the Federal Rules of
10 Civil Procedure.

11 42. **Superiority.** Paragraph 42 states legal conclusions to which no
12 response is required. To the extent a response is required, Defendants deny the
13 allegations in paragraph 42 and specifically deny that this lawsuit should be certified
14 as a class action under Rule 23 of the Federal Rules of Civil Procedure.

15 43. **Ascertainability.** Paragraph 43 states legal conclusions to which no
16 response is required. To the extent a response is required, Defendants deny the
17 allegations in paragraph 43 and specifically deny that it possesses all information
18 necessary to identify purported class members or any relief to which Plaintiff claims
19 she is entitled, and specifically deny that this lawsuit should be certified as a class
20 action under Rule 23 of the Federal Rules of Civil Procedure.

21 44. Paragraph 44 states legal conclusions to which no response is required.
22 To the extent a response is required, Defendants deny the allegations in paragraph
23 44 and specifically deny that this lawsuit should be certified as a class action under
24 Rule 23 of the Federal Rules of Civil Procedure.

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

27 45. Paragraph 45 states legal conclusions to which no response is required.
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1 To the extent a response is required, Defendants deny the allegations in paragraph
2 45.

3 46. Paragraph 46 states legal conclusions to which no response is required.
4 To the extent a response is required, Defendants deny the allegations in paragraph
5 46.

6 47. Paragraph 47 states legal conclusions to which no response is required.
7 To the extent a response is required, Defendants deny the allegations in paragraph
8 47.

9 48. Paragraph 48 states legal conclusions to which no response is required.
10 To the extent a response is required, Defendants deny the allegations in paragraph
11 48.

12 49. Paragraph 49 states legal conclusions to which no response is required.
13 To the extent a response is required, Defendants deny the allegations in paragraph
14 49.

15 50. Paragraph 50 states legal conclusions to which no response is required.
16 To the extent a response is required, Defendants deny the allegations in paragraph
17 50.

18 51. Paragraph 51 states legal conclusions to which no response is required.
19 To the extent a response is required, Defendants deny the allegations in paragraph
20 51.

21 52. Paragraph 52 states legal conclusions to which no response is required.
22 To the extent a response is required, Defendants deny the allegations in paragraph
23 52. Defendants refer to the annual reports cited in paragraph 52, which speak for
24 themselves, for their true and complete contents and deny any characterization of
25 the statements by Plaintiff.

26 53. Paragraph 53 states legal conclusions to which no response is required.
27 To the extent a response is required, Defendants deny the allegations in paragraph
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1 53.

2 54. Paragraph 54 states legal conclusions to which no response is required.
3 To the extent a response is required, Defendants deny the allegations in paragraph
4 54. Defendants refer to the website cited in paragraph 54, which speaks for itself, for
5 its true and complete contents and deny any characterization of the statements by
6 Plaintiff.

7 55. Paragraph 55 states legal conclusions to which no response is required.
8 To the extent a response is required, Defendants deny the allegations in paragraph
9 55. Defendants refer to the investor communication cited in paragraph 55, which
10 speaks for itself, for its true and complete contents and deny any characterization of
11 the statements by Plaintiff.

12 56. Paragraph 56 states legal conclusions to which no response is required.
13 To the extent a response is required, Defendants deny the allegations in paragraph
14 56. Defendants refer to the investor communication cited in paragraph 56, which
15 speaks for itself, for its true and complete contents and deny any characterization of
16 the statements by Plaintiff.

17 57. Paragraph 57 states legal conclusions to which no response is required.
18 To the extent a response is required, Defendants deny the allegations in paragraph
19 57. Defendants refer to Boohoo Group's LinkedIn page cited in paragraph 57, which
20 speaks for itself, for its true and complete contents and deny any characterization of
21 the statements by Plaintiff.

22 58. Paragraph 58 states legal conclusions to which no response is required.
23 To the extent a response is required, Defendants deny the allegations in paragraph
24 58.

25 59. Paragraph 59 states legal conclusions to which no response is required.
26 To the extent a response is required, Defendants deny the allegations in paragraph
27 59. Defendants refer to the annual report cited in paragraph 59, which speaks for
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1 itself, for its true and complete contents and deny any characterization of the
2 statements by Plaintiff.

3 60. Paragraph 60 states legal conclusions to which no response is required.
4 To the extent a response is required, Defendants deny the allegations in paragraph
5 60.

6 61. Paragraph 61 states legal conclusions to which no response is required.
7 To the extent a response is required, Defendants deny the allegations in paragraph
8 61. Defendants refer to the statements cited in paragraph 61, which speak for
9 themselves, for their true and complete contents and deny any characterization of
10 the statements by Plaintiff.

11 62. Paragraph 61 states legal conclusions to which no response is required.
12 To the extent a response is required, Defendants deny the allegations in paragraph
13 62. Defendants refer to the statements cited in paragraph 62, which speak for
14 themselves, for their true and complete contents and deny any characterization of
15 the statements by Plaintiff.

16 63. Paragraph 63 states legal conclusions to which no response is required.
17 To the extent a response is required, Defendants deny the allegations in paragraph
18 63.

19 64. Paragraph 64 states legal conclusions to which no response is required.
20 To the extent a response is required, Defendants deny the allegations in paragraph
21 64.

22 65. Paragraph 65 states legal conclusions to which no response is required.
23 To the extent a response is required, Defendants deny the allegations in paragraph
24 65.

25 66. Paragraph 66 states legal conclusions to which no response is required.
26 To the extent a response is required, Defendants deny the allegations in paragraph
27 66. Defendants refer to the statements cited in paragraph 66, which speak for
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1 themselves for its true and complete contents and deny any characterization of the
2 statements by Plaintiff.

3 67. Defendants admit that there are no physical Prettylittlething retail stores
4 in the U.S. Paragraph 67 otherwise states legal conclusions to which no response is
5 required. To the extent a response is required, Defendants deny the remaining
6 allegations in paragraph 67.

7 68. Paragraph 68 states legal conclusions to which no response is required.
8 To the extent a response is required, Defendants deny the allegations in paragraph
9 68.

10 69. Paragraph 69 states legal conclusions to which no response is required.
11 To the extent a response is required, Defendants deny the allegations in paragraph
12 69.

13 70. Paragraph 70 states legal conclusions to which no response is required.
14 To the extent a response is required, Defendants deny the allegations in paragraph
15 70.

16 71. Paragraph 71 states legal conclusions to which no response is required.
17 To the extent a response is required, Defendants deny the allegations in paragraph
18 71.

19 **VII. CLAIMS FOR RELIEF**

20 **FIRST CLAIM FOR RELIEF**

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

23 72. Defendants incorporate by reference their responses to paragraphs 1
24 through 71 of the complaint.

25 73. Paragraph 73 states legal conclusions to which no response is required.
26 To the extent a response is required, Defendants deny the allegations in paragraph
27 73.

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1 74. Paragraph 74 states legal conclusions to which no response is required.
2 To the extent a response is required, Defendants deny the allegations in paragraph
3 74.

4 75. Paragraph 75 states legal conclusions to which no response is required.
5 To the extent a response is required, Defendants deny the allegations in paragraph
6 75.

7 76. Paragraph 76 states legal conclusions to which no response is required.
8 To the extent a response is required, Defendants deny the allegations in paragraph
9 76.

10 77. Paragraph 77 states legal conclusions to which no response is required.
11 To the extent a response is required, Defendants deny the allegations in paragraph
12 77.

13 78. Paragraph 78 states legal conclusions to which no response is required.
14 To the extent a response is required, Defendants deny the allegations in paragraph
15 78.

16 79. Paragraph 79 states legal conclusions to which no response is required.
17 To the extent a response is required, Defendants deny the allegations in paragraph
18 79.

19 80. Paragraph 80 states legal conclusions to which no response is required.
20 To the extent a response is required, Defendants deny the allegations in paragraph
21 80.

22 81. Paragraph 81 states legal conclusions to which no response is required.
23 To the extent a response is required, Defendants deny the allegations in paragraph
24 81.

25 82. Paragraph 82 states legal conclusions to which no response is required.
26 To the extent a response is required, Defendants deny the allegations in paragraph
27 82.

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1 To the extent a response is required, Defendants deny the allegations in paragraph
2 91.

3 92. Paragraph 92 states legal conclusions to which no response is required.
4 To the extent a response is required, Defendants deny the allegations in paragraph
5 92.

6 93. Paragraph 93 states legal conclusions to which no response is required.
7 To the extent a response is required, Defendants deny the allegations in paragraph
8 93.

9 94. Paragraph 94 states legal conclusions to which no response is required.
10 To the extent a response is required, Defendants deny the allegations in paragraph
11 94.

12 95. Paragraph 95 states legal conclusions to which no response is required.
13 To the extent a response is required, Defendants deny the allegations in paragraph
14 95.

15 96. Paragraph 96 states legal conclusions to which no response is required.
16 To the extent a response is required, Defendants deny the allegations in paragraph
17 96.

18 **THIRD CLAIM FOR RELIEF**

19 **VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES**

20 **ACT CAL. CIV. CODE § 1750, *et seq.***

21 97. Defendants incorporate by reference their responses to paragraphs 1
22 through 96 of the complaint.

23 98. Paragraph 98 states legal conclusions to which no response is required.
24 To the extent a response is required, Defendants deny the allegations in paragraph
25 98.

26 99. Paragraph 99 states legal conclusions to which no response is required.
27 To the extent a response is required, Defendants deny the allegations in paragraph
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1 99.

2 100. Paragraph 100 and its subparagraphs (a)-(b) state legal conclusions to
3 which no response is required. To the extent a response is required, Defendants deny
4 the allegations in paragraph 100.

5 101. Paragraph 101 states legal conclusions to which no response is
6 required. To the extent a response is required, Defendants deny the allegations in
7 paragraph 101.

8 102. Paragraph 102 states legal conclusions to which no response is
9 required. To the extent a response is required, Defendants deny the allegations in
10 paragraph 102.

11 103. Defendants admit that Plaintiff sent a letter to Defendants in May and
12 June of 2020 regarding her purchases, but Defendants deny that such a letter
13 complied with the requirements of the California Consumer Legal Remedies Act
14 (“CLRA”). Defendants deny the allegations in that letter and the remaining
15 allegations in paragraph 103.

16 104. Defendants admit that Plaintiff sent a letter to Defendants in May and
17 June of 2020 regarding her purchases, but Defendants deny that such a letter
18 complied with the requirements of the CLRA. Defendants deny the allegations in
19 that letter and the remaining allegations in paragraph 104.

20 105. Paragraph 105 states legal conclusions to which no response is
21 required. To the extent a response is required, Defendants deny the allegations in
22 paragraph 105.

23 **FOURTH CLAIM FOR RELIEF**

24 **FRAUD (INTENTIONAL MISREPRESENTATIONS)**

25 106. Defendants incorporate by reference their responses to paragraphs 1
26 through 105 of the complaint.

27 107. Paragraph 107 states legal conclusions to which no response is
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1 required. To the extent a response is required, Defendants deny the allegations in
2 paragraph 107.

3 108. Paragraph 108 states legal conclusions to which no response is
4 required. To the extent a response is required, Defendants deny the allegations in
5 paragraph 108.

6 109. Paragraph 109 states legal conclusions to which no response is
7 required. To the extent a response is required, Defendants deny the allegations in
8 paragraph 109.

9 110. Paragraph 110 states legal conclusions to which no response is
10 required. To the extent a response is required, Defendants deny the allegations in
11 paragraph 110.

12 111. Paragraph 111 states legal conclusions to which no response is
13 required. To the extent a response is required, Defendants deny the allegations in
14 paragraph 111.

15 112. Paragraph 112 states legal conclusions to which no response is
16 required. To the extent a response is required, Defendants deny the allegations in
17 paragraph 112.

18 113. Paragraph 113 states legal conclusions to which no response is
19 required. To the extent a response is required, Defendants deny the allegations in
20 paragraph 113.

21 **FIFTH CLAIM FOR RELIEF**

22 **FRAUDULENT CONCEALMENT**

23 114. Defendants incorporate by reference their responses to paragraphs 1
24 through 113 of the complaint.

25 115. Paragraph 115 states legal conclusions to which no response is
26 required. To the extent a response is required, Defendants deny the allegations in
27 paragraph 115.

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1 through 123 of the complaint.

2 125. Paragraph 125 states legal conclusions to which no response is
3 required. To the extent a response is required, Defendants deny the allegations in
4 paragraph 125.

5 126. Paragraph 126 states legal conclusions to which no response is
6 required. To the extent a response is required, Defendants deny the allegations in
7 paragraph 126.

8 127. Paragraph 127 states legal conclusions to which no response is
9 required. To the extent a response is required, Defendants deny the allegations in
10 paragraph 127.

11 128. Paragraph 128 states legal conclusions to which no response is
12 required. To the extent a response is required, Defendants deny the allegations in
13 paragraph 128.

14 **VIII. PRAYER FOR RELIEF**

15 The Prayer for Relief states legal conclusions for which no response is
16 necessary. To the extent a response is required, Defendants deny the allegations in
17 the Prayer for Relief.

18 Unless specifically admitted above, Defendants deny each and every
19 allegation in the complaint. Defendants further deny that Plaintiff is entitled to
20 judgment in its favor or for any relief, including the relief requested in the Prayer for
21 Relief.

22 **DEFENSES**

23 Without assuming the burden of proof on any matter where that burden rests
24 on Plaintiff, Defendants asserts the following defenses with respect to the complaint,
25 including affirmative defenses.

26 **First Defense**

27 129. The complaint fails, in whole or in part, to state a claim upon which
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1 relief can be granted.

2 **Second Defense**

3 130. Plaintiff lacks standing to assert the claims alleged in the complaint.

4 **Third Defense**

5 131. All or part of the claims that Plaintiff asserts are barred by the doctrines
6 of estoppel, laches, unclean hands, waiver and/or acquiescence.

7 **Fourth Defense**

8 132. All or part of the claims that Plaintiff asserts are barred by the
9 applicable statute(s) of limitations and repose.

10 **Fifth Defense**

11 133. The claims of absent class members are barred on an individual basis
12 because the information that Plaintiff claim was deceptive was not material to him.
13 On information and belief, most of Defendants' customers shop at PrettyLittleThing
14 because of its competitive pricing, and not because of PrettyLittleThing's reference
15 pricing. Purchasing behavior is complex, and the overwhelming majority of
16 Defendants' customers bought items for many different reasons that had no
17 connection to the reference pricing, and without any misunderstanding as to what
18 the Reference Price means.

19 **Sixth Defense**

20 134. The claims of Plaintiff and/or members of the purported class are
21 barred in whole or in part, by the doctrine of accord and satisfaction. Over the
22 preceding five years, many customers have returned their purchases for a full
23 refund. These customers have no claim.

24 **Seventh Defense**

25 135. Plaintiff's claims are barred to the extent she would be unjustly
26 enriched by any recovery, including because Plaintiff received the goods she
27 purchased and did not return them.

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Eighth Defense

136. All or part of the claims that Plaintiff asserts should be denied because Plaintiff cannot recover disgorgement of benefits and/or profits.

Ninth Defense

137. Plaintiff’s claims are not appropriate for certification under Rule 23 of the Federal Rules of Civil Procedure.

Tenth Defense

138. If Plaintiff sustained damages, which Defendants specifically deny, Plaintiff’s claims are barred, in whole or in part, because the conduct, actions, or omissions of other persons or entities, over which Defendants had no control, caused or contributed to Plaintiff’s alleged damages.

Eleventh Defense

139. Plaintiff’s claims for equitable relief are barred by the existence of adequate remedies at law, including Plaintiff’s equitable claims under the UCL, FAL, and “restitution for unjust enrichment.”

Twelfth Defense

140. Plaintiff has not been damaged, and Defendants’ conduct did not cause, proximately cause, solely cause, or solely-proximately cause the damages and/or injuries Plaintiff claims.

Thirteenth Defense

141. Plaintiff has failed to plead her claims with sufficient particularity.

Fourteenth Defense

142. The relief Plaintiff seeks is barred, in whole or part, because the conduct complained of is not unlawful, unfair, fraudulent, deceptive, untrue, or misleading.

Fifteenth Defense

143. To the extent Plaintiff seeks punitive damages, Plaintiff fails to allege facts sufficient to entitle him to any award of such damages

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Sixteenth Defense

144. Defendants did not engage in any conduct which would warrant or form a valid basis for an award of punitive damages.

Seventeenth Defense

145. Plaintiff failed to adequately plead and/or allege that Defendants acted with the requisite state of mind to warrant an award of punitive damages.

Eighteenth Defense

146. If Plaintiff sustained injuries or damages as alleged, which Defendants deny, her injuries or damages were the result of intervening and/or superseding causes, and not as a result of acts or omissions by Defendants.

Nineteenth Defense

147. All or part of the claims that Plaintiff asserts are barred in whole or in part because she has not suffered any ascertainable loss of money or property.

Twentieth Defense

148. All or part of the claims that Plaintiff asserts are barred in whole or part by the First Amendment to the United States Constitution and the free speech provision of the California Constitution, which protect, among other things, Defendants' right to promote and advertise the products at issue. The statutes upon which Plaintiffs rely, including California Business and Professions Code section 17501, unconstitutionally regulate free speech.

Twenty-first Defense

149. Some or all of Plaintiff's claims are not amenable to judicial resolution based on the primary jurisdiction doctrine.

Twenty-second Defense

150. Some or all of Plaintiff's claims are barred by the doctrine of federal preemption.

Twenty-third Defense

151. Plaintiff's claims are barred because she failed to exhaust

1 administrative remedies.

2 **Twenty-fourth Defense**

3 152. Plaintiff's statutory claims are barred for failure to comply with
4 procedural requirements, including but not limited to the procedural requirements
5 set for in Civil Code section 1750 *et seq.*

6 **Twenty-fifth Defense**

7 153. Plaintiff's claims are barred because Defendants were under no duty to
8 disclose any of the purported information Plaintiff alleges was not disclosed.

9 **Twenty-sixth Defense**

10 154. Plaintiff's claims under the California Business & Professions Code
11 section 17200 *et seq.* are exempted by the safe harbor provision in the California
12 Business and Professions Code section 17200 *et seq.* Plaintiff's claims under the
13 California Business & Professions Code section 17500 *et seq.* are exempted by the
14 safe harbor provision in the California Business & Professions Code section 17500
15 *et seq.*

16 **Twenty-seventh Defense**

17 155. All or part of the claims that Plaintiff asserts are void for vagueness
18 under the due process clauses of the United States and California Constitution.

19
20 **Twenty-eighth Defense**

21 156. Defendants assert that Plaintiff has failed to set forth her claims with
22 sufficient particularity to permit Defendants to raise all separate and affirmative
23 defenses. For this reason, and for others, Defendants reserve the right to amend
24 and/or supplement the averments of their Answer to assert any and all pertinent
25 defenses ascertained through further investigation and discovery or otherwise.
26 Defendants will rely on all defenses that may become available or apparent in
27 discovery or trial.

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PRAYER FOR RELIEF

157. Defendants pray that the Court enter judgment that Plaintiff take nothing by its complaint, denying Plaintiff all requested relief, enter an order dismissing all claims with prejudice, and award Defendants such further relief as the Court deems just and proper.

DATED: January 29, 2021 EVERSHEDES SUTHERLAND (US) LLP

By /s/ Ian S. Shelton
Ian S. Shelton

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