

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No.: 500-06-001-255-237

SUPERIOR COURT
(Class Actions)

GEORGIA LIMNIATIS, [REDACTED]
[REDACTED]

Applicant

v.

BOOHOO.COM UK LIMITED, legal person
having its head office at 49-51 Dale Street,
Manchester, United Kingdom, M1 2HF

and

BOOHOO.COM USA, INC., legal person
having its head office at 1209 Orange Street,
Wilmington, Delaware, 19801, United States

and

PRETTYLITTLETHING.COM LIMITED, legal
person having its head office at 49-51 Dale
Street, Manchester, United Kingdom, M1 2HF

and

PRETTYLITTLETHING.COM USA INC., legal
person having its head office at 1209 Orange
Street, Wilmington, Delaware, 19801, United
States

and

NASTY GAL LIMITED, legal person having
its head office at 49-51 Dale Street,
Manchester, United Kingdom, M1 2HF

and

NASTYGAL.COM USA INC., legal person
having its head office at 1209 Orange Street,
Wilmington, Delaware, 19801, United States

Defendants

**AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND
APPOINT APPLICANT AS CLASS REPRESENTATIVE (July 2, 2024)**

(Art. 571 C.C.P. and following)

**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN AND
FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES AS FOLLOWS:**

OVERVIEW

1. The Defendants entice customers to purchase clothing, accessories, and other products by misrepresenting the regular price and value of these products. They represent that their fashion products are usually sold at a certain regular or undiscounted price, but are currently offered at a steep discount, often for a limited time. In their actual practice, however, the Defendants rarely, if ever, offer to sell their fashion products at the regular or undiscounted price. Instead, they almost always offer and sell their fashion products at a so-called discount. Customers are deceived into believing that the product they purchased is ordinarily offered at a higher price and has more value than it actually does.
2. The Defendants' systemic deception of the Quebec and Canadian marketplace is contrary to the conduct incumbent upon them as set out in the *Consumer Protection Act*, CQLR c P-40.1 (the "*Consumer Protection Act*") and the *Competition Act*, RSC 1985, c C-34 (the "*Competition Act*"). Through this lawsuit, Quebec customers who were subject to these unlawful pricing practices seek to hold the Defendants to account.

PARTIES

A. Applicant and Class

3. The Applicant, Georgia Limniatis, is a resident of Quebec who, during the Class Period, purchased clothing from the Defendant BooHoo's Canadian website for personal use.
4. The Applicant wishes to institute a class action on behalf of the natural persons forming part of the following class groups of which she is a member, namely:

all individuals in Quebec who purchased one or more products from Boohoo, PrettyLittleThing and/or Nasty Gal at a price lower than the represented Regular Price, from the date that Boohoo, PrettyLittleThing and/or Nasty Gal began offering products for sale in Canada until the date that this action is certified as a class proceeding (the "**Class**", the "**Class Members**" and the "**Class Period**").

B. Defendants

5. The Defendant, Boohoo.com UK Limited ("**Boohoo UK**"), incorporated under the laws of the United Kingdom with a registered office address of 49-51 Dale Street, Manchester, United Kingdom, M1 2HF, is an online fashion retailer that, during the class period, marketed and

sold clothing, accessories, and other products online through its Canadian website at <https://ca.boohoo.com> in the province of Quebec since at least 2016, as set out in the copy of the Companies House register information disclosed herewith as **Exhibit P-1**.

6. The Defendant Boohoo.com USA Inc. ("**Boohoo USA**"), incorporated under the laws of Delaware, with a registered office address of 1209 Orange Street, Wilmington, Delaware, 19801, United States, is the wholly owned subsidiary of Boohoo UK acting as a division or department of its parent company as set out in the copy of the Department of State: Division of Corporations information disclosed herewith as **Exhibit P-2**, and set out in the copy of the boohoo.com UK Limited Annual report and financial statements for the year ended 28 February 2022 disclosed herewith as **Exhibit P-3**.
7. Boohoo UK and Boohoo USA, Inc. are collectively known under the brand "**Boohoo**".
8. The Defendant PrettyLittleThing.com Limited ("**PrettyLittleThing Limited**"), incorporated under the laws of the United Kingdom with a registered office address of 49-51 Dale Street, Manchester, United Kingdom, M1 2HF, is an online fashion retailer that, during the class period, marketed and sold clothing, accessories, and other products online through its Canadian website at <https://prettylittlething.ca> in the province of Quebec since at least 2017, as set out in the copy of the Companies House register information disclosed herewith as **Exhibit P-4**.
9. The Defendant PrettyLittleThing.com USA Inc. ("**PrettyLittleThing USA**"), incorporated under the laws of Delaware, with a registered office address of 1209 Orange Street, Wilmington, Delaware, 19801, United States, is the wholly owned subsidiary of PrettyLittleThing Limited acting as a division or department of its parent company as set out in the copy of the Department of State: Division of Corporations information disclosed herewith as **Exhibit P-5**, and set out in the copy of PrettyLittleThing.com Limited annual report and financial statements for the year ended 28 February 2022 disclosed herewith as **Exhibit P-6**.
10. PrettyLittleThing Limited and PrettyLittleThing USA are collectively known under the brand "**PrettyLittleThing**".
11. The Defendant Nasty Gal Limited ("**Nasty Gal Limited**"), incorporated under the laws of the United Kingdom with a registered office address of 49-51 Dale Street, Manchester, United Kingdom, M1 2HF, is an online fashion retailer that, during the class period, marketed and sold clothing, accessories, and other products online through its Canadian website at <https://nastygal.com/ca> in the province of Quebec since at least 2018, as set out in the copy of the Companies House register information disclosed herewith as **Exhibit P-7**.
12. The Defendant NastyGal.com USA Inc. ("**NastyGal USA**"), incorporated under the laws of Delaware, with a registered office address of 1209 Orange Street, Wilmington, Delaware, 19801, United States, is the wholly owned subsidiary of Nasty Gal Limited acting as a division or department of its parent company as set out in the copy of the Department of State: Division of Corporations information disclosed herewith as **Exhibit P-8**, and set out in the copy of Nasty Gal Limited annual report and financial statements for the year ended 28 February 2022 disclosed herewith as **Exhibit P-9**.
13. Nasty Gal Limited and NastyGal USA are collectively known under the brand "**Nasty Gal**".

FACTS

C. Defendants' Sales Representations of the Price of the Fashion Products

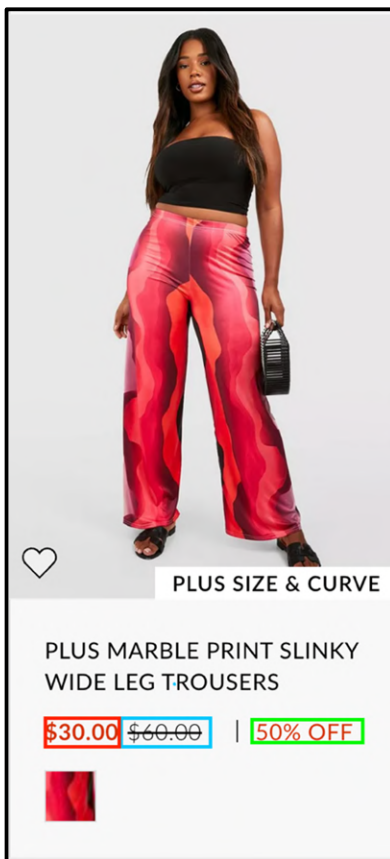
14. The Defendants offer a variety of clothing, accessories, homeware and other products on their respective websites. Products offered for sale on <https://ca.boohoo.com>, <https://prettylittlething.ca> and <https://nastygal.com/ca> are the "Fashion Products".
15. On nearly all days during the Class Period, the Defendants represent on their websites a Discount Price, a Regular Price and/or a Discount Percent for the Fashion Products whereby all or nearly all products on the website are marked down from a substantially higher regular or undiscounted price (the "Regular Price").
 - a. The "**Discount Price**" is the price at which the Defendants offer the Fashion Products for sale to customers.
 - b. The "**Regular Price**" is the alleged undiscounted market price at which the Defendants claim the Fashion Products are ordinarily offered for sale. The Regular Price always exceeds the Discount Price. To indicate that the Fashion Products are not being offered at the Regular Price, the Regular Price is usually struck through with a line in sales representations.
 - c. The "**Discount Percentage**" is the percentage by which the Discount Price is lower than the Regular Price.
 - d. The "**Discount Value**" is the amount by which the Regular Price exceeds the Discount Price. The Discount Value is the percentage amount that the Defendants represent customers will save by purchasing one of the Fashion Products at the Discount Price compared to purchasing:
 - i. one of the Fashion Products at the Regular Price; or
 - ii. the same or a similar product from another seller.
16. At all material times, the Regular Price cannot mean the market price of the same product at any other outlet or store other than on the Defendants' websites because the Defendants' Fashion Products are only sold through their own websites.
17. On the landing page of each of the Defendants' Canadian websites, there are prominently displayed representations of store-wide discounts that apply to all, or nearly all, of the Fashion Products offered for sale.
18. In addition, or, in the alternative, the Defendants each run false promotions by providing their customers with site-web promotional codes or discounts for a specified reduction percentage which customers may use against the supposed Regular Price.

Boohoo's Sales Representations

19. Boohoo's landing page on their Canadian website routinely displays the statement "50% OFF EVERYTHING!", as appears on the seven screen shots of the landing page of their website

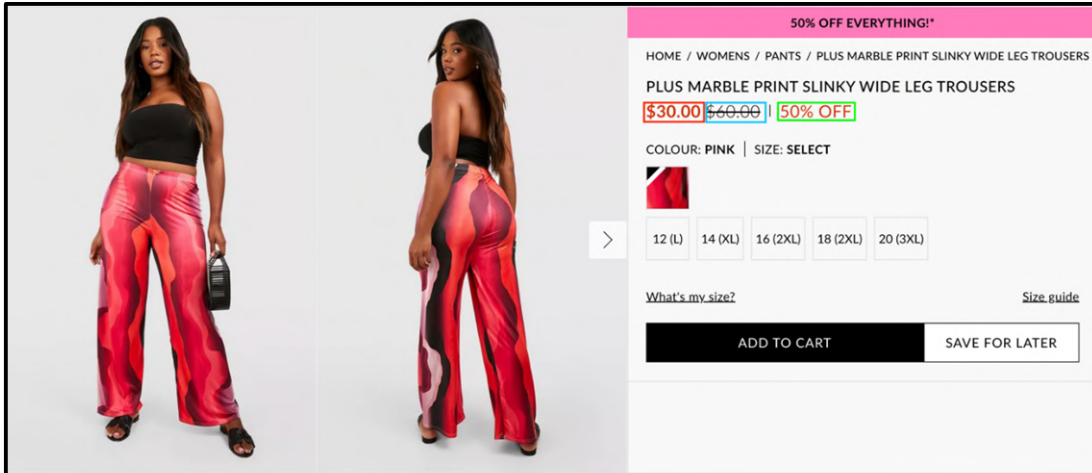
dated between November 27, 2021 and March 15, 2023, herewith disclosed as **Exhibit P-10**.

- 20. In addition, when navigating through the website, in the thumbnails of the individual Fashion Products, Boohoo represents each product as being “50% OFF” and includes a cross-out of the Regular Price and an emphasized red and bolded font on the Discount Price, as seen on the screen shot of the Boohoo website page “New In Clothing – Women’s New in Clothes” disclosed herewith as **Exhibit P-11, TAB A**.
- 21. As an additional example, below is an image of the thumbnail of a Fashion Product, “Plus Marble Print Slinky Wide Leg Trousers”, as it appears in the list format for sale on Boohoo’s website. The Discount Price (\$30.00), the Regular Price (\$60.00) and the Discount Percentage (50% off) are each displayed. The boxes around the prices were added to this Application to highlight Boohoo’s pricing information.



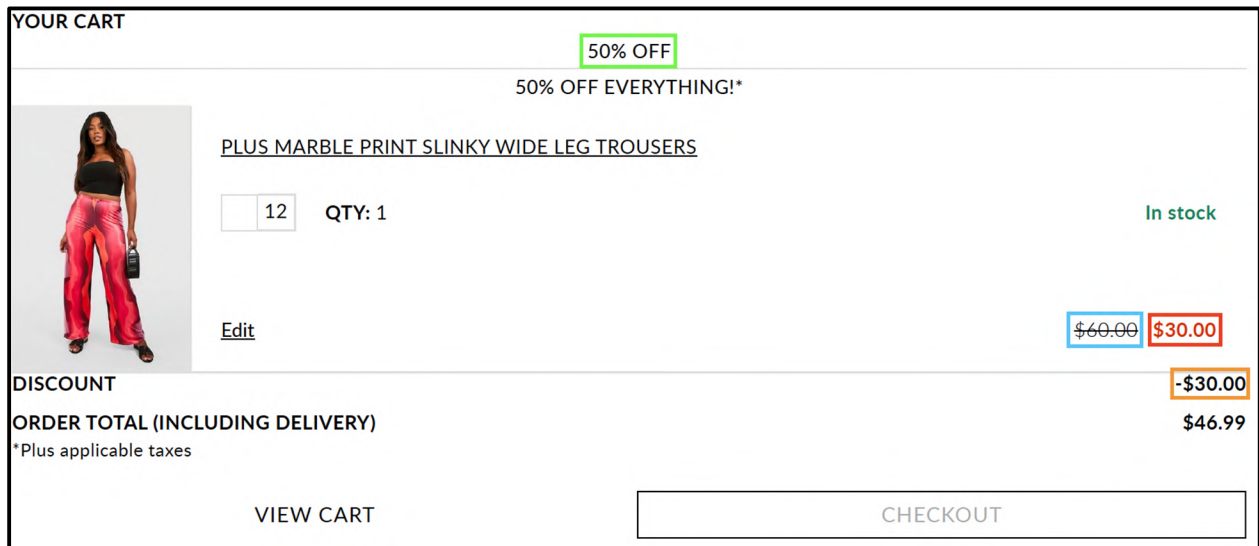
The Discount Price (\$30.00), the Regular Price (\$60.00) and the Discount Percentage (50%) are each displayed once.

- 22. The same representation is made on the individual product pages of all, or nearly all, of the Fashion Products offered for sale on the Boohoo website. When a customer clicks on the Fashion Product, they are brought to that product’s individual product webpage. The Discount Price, the Regular Price and the Discount Percentage are each shown again on this webpage.



The Discount Price (\$30.00), the Regular Price (\$60.00), and the Discount Percentage (50%) are each displayed once.

23. As the customer proceeds through the website from thumbnail to check-out, these representations continue to be present. When a customer selects “Add To Cart” and then clicks on their cart in the top righthand corner of the webpage, a screen pops up that again displays the Discount Price, the Regular Price, the Discount Value and the Discount Percentage.



The Discount Price (\$30.00), the Regular Price (\$60.00), the Discount Percentage (50%) and the Discount Value (-\$30.00) are each displayed once.

24. After clicking “Checkout”, a customer has the option to check out as a guest or to sign in and check out. On the checkout page, the Discount Value, Discount Percentage and the Regular Price are again displayed.

ORDER SUMMARY	
YOUR CART	\$60.00
CANADA STANDARD SHIPPING	\$16.99
DISCOUNT	-\$30.00
	Discounts included
50% OFF EVERYTHING!*	-\$30.00
ORDER TOTAL (INCLUDING DELIVERY)	\$46.99
Tax calculated in checkout	

The Regular Price (\$60.00) and the Discount Percentage (50%) are each displayed once, and the Discount Value (-\$30.00) is displayed twice.

25. In total, as the customer proceeds from the thumbnail to concluding the purchase of the Fashion Product, the Discount Price is displayed on Boohoo’s website three times, the Regular Price is displayed four times, the Discount Percentage is displayed four times, and the Discount Value is displayed three times before the purchase is made, as appears from the screenshots of Boohoo’s webpages herewith disclosed as **Exhibit P-11**.

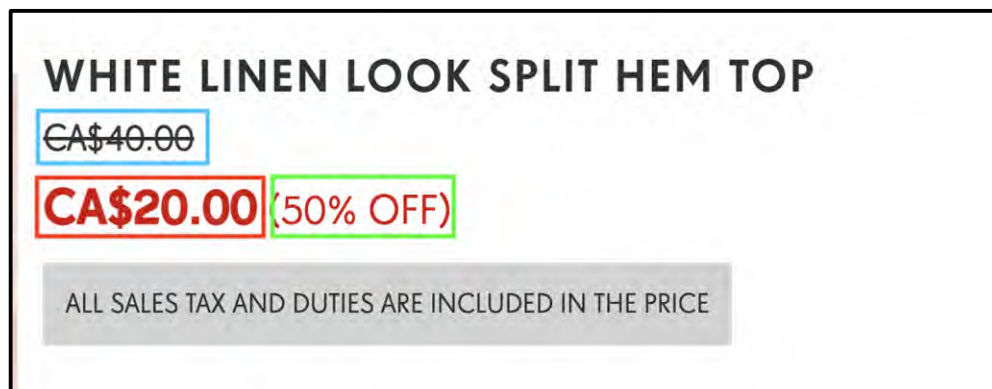
PrettyLittleThing’s Sales Representations

26. PrettyLittleThing’s landing page on their Canadian website prominently displays a statement that all, or nearly all, their items are on discount. These representations include: “50% OFF EVERYTHING!”, “FURTHER REDUCTIONS JUST DROPPED! UP TO 75% OFF EVERYTHING”, “50% OFF EVERY SINGLE THING!” as appears on the seven screen shots of the landing page of their website dated between April 25, 2022, and July 18, 2023, herewith disclosed as **Exhibit P-12**.
27. PrettyLittleThing falsely displays these stated discounts on individual products to deceive customers into believing they are obtaining a deal when really there are no savings to be had. For example, below is an image of a Fashion Product, “White Linen Look Split Hem Top”, found in a list of items on PrettyLittleThing’s website. The Discount Price (\$20.00), the Regular Price (\$40.00), and the Discount Percentage (50% off) are each displayed. The boxes were added to this Application to highlight PrettyLittleThing’s pricing information.



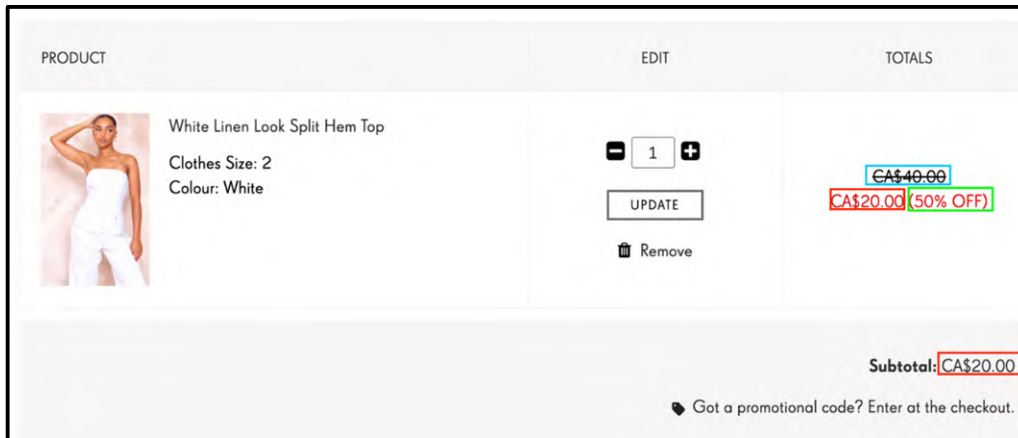
The Discount Price (\$20.00), the Regular Price (\$40.00), and the Discount Percentage (50% OFF) are each displayed once.

28. The same representation is made on the individual product pages of all, or nearly all, of the Fashion Products offered for sale on the PrettyLittleThing website. When a customer clicks on the Fashion Product, they are brought to the individual product's webpage. Here, the Discount Price, the Regular Price, and the Discount Percentage are each shown again.



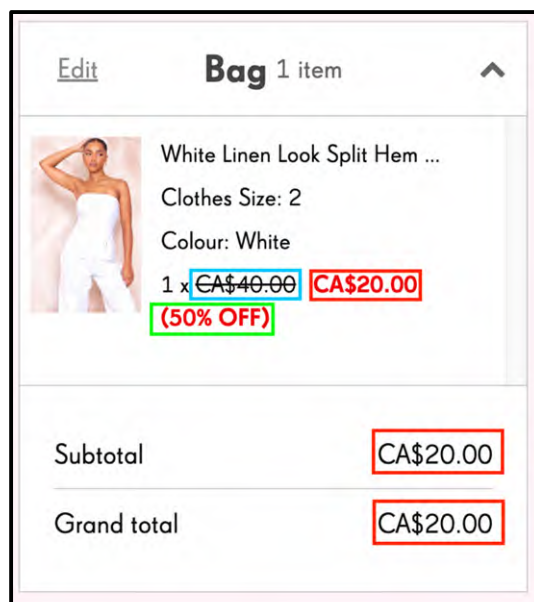
The Discount Price (\$20.00), the Regular Price (\$40.00) and the Discount Percentage (50%) are each displayed once.

29. When a customer clicks on their cart, they are brought to a screen which displays the Discount Price, the Regular Price, and the Discount Percentage again.



The Discount Price (\$20.00) is displayed twice, and the Regular Price (\$40.00) and the Discount Percentage (50%) are each displayed once.

30. On the checkout page, the Discount Price, Regular Price, and Discount Percentage are displayed again.



The Discount Price (\$20.00) is displayed three times, and the Regular Price (\$40.00) and the Discount Percentage (50% OFF) are each displayed once.

31. In total, the Discount Price is displayed on PrettyLittleThing's website seven times, the Regular Price is displayed four times, and the Discount Percentage is displayed four times before a customer makes their purchase, as appears from copies of the screenshots of the above images retrieved from PrettyLittleThing's website, disclosed in support of this Application as **Exhibit P-13**.

Nasty Gal's Sales Representations

32. On the landing page of its Canadian website, Nasty Gal prominently displays a statement “30% OFF EVERYTHING”, as appears from the seven screenshots of the Nasty Gal landing pages retrieved from January 19, 2021 to April 13, 2023, disclosed herewith as **Exhibit P-14**.
33. In addition, the Nasty Gal website displays a Discount Price, Regular Price, and a Discount Percentage for all, or almost all, of the Fashion Products sold through <https://www.nastygal.com/ca> on their individual product pages but also in their thumbnail images when presented as a list.
34. For example, see the below image of the “Satin Half Zip Colour Block Sporty Jacket” as displayed for sale as a thumbnail in a list of products on Nasty Gal’s website. The Discount Price (\$89.00), the Regular Price (\$228.00) and the Discount Percentage (61% off) are each displayed. The boxes were added to this Application to highlight Nasty Gal’s pricing information.



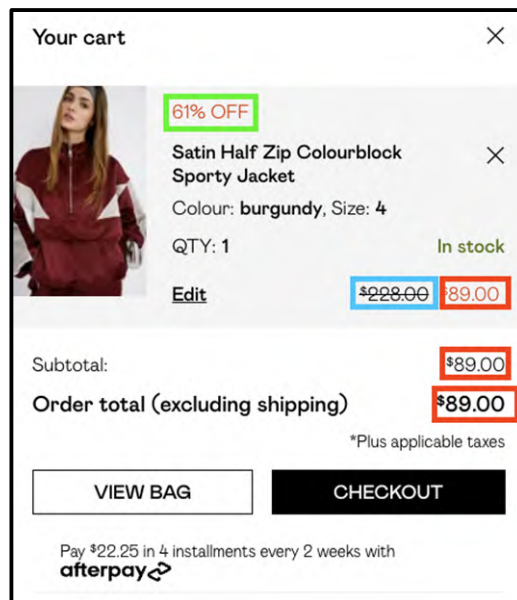
The Discount Price (\$89.00), the Regular Price (\$228.00), and the Discount Percentage (61%) are each displayed once.

35. The same representation is also made on the individual product page. When a customer clicks on the product, they are brought to that product’s individual webpage where the Discount Price, the Regular Price, and the Discount Percentage are each shown again.



The Discount Price (\$89.00), the Regular Price (\$228.00), and the Discount Percentage (61%) are each displayed once.

36. This representation continues until checkout. When a customer clicks on “add to bag” their cart appears and they are once again brought to a screen which displays the Discount Price, the Regular Price, and the Discount Percentage.



The Discount Price (\$89.00) is displayed three times, and the Regular Price (\$228.00) and the Discount Percentage (61%) are each displayed once.

37. After clicking “Checkout”, a customer has the option to check out as a guest or to sign in and check out. On the checkout page, the Discount Price, Regular Price, and Discount Percentage are again displayed.

Order Summary


Order subtotal \$89.00

Canada Standard Shipping \$14.99

Order total (including delivery) \$103.99

*Plus applicable taxes

Your cart [Edit](#)



61% OFF

Satin Half Zip Colourblock Sporty Jacket

Colour: burgundy, Size: 4

Qty: 1

~~\$228.00~~

\$89.00

The Discount Price is displayed twice (\$89.00), and the Regular Price (\$228.00) and the Discount Percentage (61%) are each displayed once.

38. From thumbnail image of this example product in a list all the way to the final checkout, the Discount Price is displayed on Nasty Gal's website seven times, the Regular Price is displayed four times, and the Discount Percentage is displayed four times before the purchase is made, as appears on the screenshots of this process herewith disclosed as **Exhibit P-15**.

Defendant's Misrepresentations about the Value of the Fashion Products

39. The Regular Price is a false and misleading representation of the price at which the Fashion Products are regularly offered for sale. As a result, the Discount Value a customer ostensibly receives when purchasing the Fashion Products at the Discount Price is illusory.

39.1. Data retrieved from the Defendants' websites between July 20, 2023, and February 20, 2024, demonstrate that nine (9) Fashion Products offered on their websites are not sold at a "Regular Price" the majority of the time. Rather, Fashion Products sold on the Canadian Boohoo, NastyGal and PrettyLittleThing websites at regular price far less than 50% of the time, as appears on the pricing data recorded daily during this period disclosed in support of this Application as **Exhibit P-17** and summarized in the table below:

Product	Number of Days Tracked	Days sold at Discount Price	% of Days sold at Discount Price	Average Discount Percentage
Boxy Stripe Cropped T-shirt ("BH #1")	212	212	100%	53%
Crinkle Rib Tank Top ("BH #2")	212	212	100%	39%
Tassel Beaded Mini Shift Dress ("NG #1")	212	208	98%	42%
Ribbed Toweling Beach Shirt And Shorts Two Piece Set ("NG #2")	211	204	97%	29%

Product	Number of Days Tracked	Days sold at Discount Price	% of Days sold at Discount Price	Average Discount Percentage
Light Blue Floral Burn Out Corset Cut Out Maxi Dress (“PLT #1”)	177	173	98%	62%
Blue Ribbed Double Strap Maxi Dress (“PLT #2”)	192	188	98%	58%
Blue Asymmetric Strap Cross Back Slinky Bodycon Dress (“PLT #3”)	183	145	79%	42%
Red Color Block Knit Leggings (“PLT #4”)	173	126	73%	32%
Red Extreme Split Strappy Back Maxi Dress (“PLT #5”)	162	161	99%	73%

39.2. That the price at which Defendants’ regularly offered Fashion Products on their Canadian websites between July 20, 2023, and February 19, 2024, was in reality far less than their represented so-called “Regular Price” for most of that period is supported by screenshots taken of the representations made about these 9 Fashion products and set out in the below paragraphs.

39.3. On the Canadian Boohoo website, between July 20, 2023 and February 20, 2024, two products were only offered for their Discount Price, and never for their Regular Price, as set out in the summary table above and corroborated by a sample screenshots of Boohoo’s representations made on their website disclosed in support and described more below:

- a. the Regular Price of BH #1 was represented at \$27.00, however it was never offered for sale at this price; it was only ever offered for sale at its Discount Price, which varied between \$12.00 and \$17.00, as appears on **Exhibit P-18**.
- b. the Regular Price of BH #2 was represented at \$30.00, however it was never offered for sale at this price; it was only ever offered for sale at its Discount Price, which was around \$15.00, as appears on **Exhibit P-19**.

39.4. On the Canadian NastyGal website, between July 20 and February 20, 2024, two products were offered for their Discount Price 97% or more of the time, and only for their Regular Price 3% or less of the time, as set out in the summary table above and corroborated by the screenshots of NastyGal’s website disclosed herewith and described more below:

- a. the Regular Price of NG #1 was represented between \$558.00 and 756.00, however NG#1 was only offered for sale at this price for four (4) days (November 24, 25, 26, and 27, 2023); all other times between July 20, 2023 and February 19, 2024, NG#1 was only offered for sale at its Discount Price, which varied between \$149.00 and \$529.20, as appears on **Exhibit P-20**.
- b. the Regular Price of NG #2 was represented between \$116.00 and \$149.00, however it was offered for sale at this price for only seven (7) days (September 27 to October 4, 2023); at all other times between July 20, 2023 and February 19, 2024 it was only ever offered for sale at its Discount Price, which varied between \$81.20 and \$116.00, as appears **Exhibit P-21**.

39.5. On the Canadian PrettyLittleThing website, between July 20, 2023 and February 20, 2024, of the five Fashion Products tracked, three of them were sold for their Discount Price 98% or more of the time, and only offered for sale at their Regular Price for at most 2% of the time. The other two were sold for their Discount Price 73% or more of the time, and only offered for their Regular Price around a quarter of the time. All as set out in the summary table above and corroborated by the screenshots of the PrettyLittleThing website disclosed herewith and described more below:

- a. the Regular Price of PLT #1 was represented at \$100.00, however PLT#1 was only offered for sale at this price for 3 days (July 21, 22, and 23); all other times between July 20, 2023 and February 19, 2024, PLT#1 was only offered for sale at its Discount Price, which varied between \$20.00 and \$60.00, as appears on **Exhibit P-22**.
- b. the Regular Price of PLT #2 was represented at \$54.00, however PLT#2 was only offered for sale at this price for 4 days (July 21, 22, 23 and September 12); all other times between July 20, 2023 and February 19, 2024, PLT#2 was only offered for sale at its Discount Price, which varied between \$11.00 and \$32.40, as appears on **Exhibit P-23**.
- c. the Regular Price of PLT #3 was represented at \$40.00, however PLT#3 was only offered for sale at this price for 38 days (August 22, 28, 31; September 1 to 12, 29; October 1, 9, 24; November 1, 3 to 12, 20 to 22, 30; December 18, 19, 27 and February 19); all other times between July 20, 2023 and February 19, 2024, PLT#3 was only offered for sale at its Discount Price, which varied between \$5.00 and \$24.00, as appears on **Exhibit P-24**.
- d. the Regular Price of PLT #4 was represented between \$84.00 and \$85.00, however PLT#4 was only offered for sale at this price for 47 days (August 31; September 1 to 12, 29; October 1, 9, 24; November 1 to 12, 20 to 30; December 18, 19, 27; January 4-6 and February 19); all other times between July 20, 2023 and February 19, 2024, PLT#4 was only offered for sale at its Discount Price, which varied between \$35.00 and \$51.00, as appears on **Exhibit P-25**.
- e. the Regular Price of PLT #5 was represented between \$106.00 and \$110.00, however PLT#5 was only offered for sale at this price for 1 days (February 19); all other times between July 20, 2023 and February 19, 2024, PLT#5 was only offered for sale at its Discount Price, which varied between \$21.50 and \$38.00, as appears on **Exhibit P-26**.

40. As the Regular Price is consistently displayed next to the Fashion Products and crossed out, it gives the general impression to the customer that this is the price at which the product is usually sold.

41. In addition, displaying the Discount Percentage prominently on the landing pages as well as on each individual product page gives the customer the general impression that the Fashion Products are marked down by the amount of the false percentage.

42. However, at material times, the Fashion Products offered for sale were not significantly marked down or discounted. This is so because the Fashion Products ostensibly offered for sale at a discount had in fact never, or only very rarely, been offered for sale at the Regular Price for any substantial period of time. The Regular Prices of the Fashion Products were a ruse to deceive the customer into concluding a purchase with the belief that they were getting a particularly good deal.

43. The Defendants offered the Fashion Products for sale at the Regular Price far less than 50% of the time. Because the Fashion Products are offered for sale at the Regular Price so infrequently, a significant majority of the sales volume is at the Discount Price.
44. Accordingly, the Regular Price is false and misleading because it does not accurately reflect the price that the Defendants or other sellers charge for the Fashion Products.
45. By omitting to inform customers of the important fact that the Discount Price was a price that they regularly sell their Fashion Products for and that the Regular Price was in fact not the price that they regularly sell their Fashion Products for, the Defendants have committed a fault.
46. By falsely indicating a Discount Price on their Fashion Products when this so-called reduced price was actually the regular price used a significant majority of the time, and by falsely indicating the so-called "original" price when this is not in actual practice the real price at which the Fashion Products are sold regularly, the Defendants conduct amount to a falsely indicated price reduction and regular price.
47. Because of the Defendants' conduct of falsely indicating a price reduction and a regular price, the Defendants' conduct also misled the customers by letting them believe that the prices of the Fashion Products were advantageous.
48. By offering the Fashion Products at a Discount Price for a substantial period of time recently before or immediately after making the sales representation to Quebec customers, the Defendants have deceived class members by letting them believe that the Discount Price offered provided them with a discount when in reality it represents the ordinary price at which this the Fashion Products are sold.
49. The Defendants' above-described conduct amounts to prohibited business practices as described in the *Consumer Protection Act* as well as conduct contrary to the marketing practice standards as defined in the *Competition Act* incumbent on the Defendants.

FACTS GIVING RISE TO APPLICANT'S PERSONAL CLAIM

50. The Applicant, Georgia Lamniatis, was subjected to the Defendant Boohoo's misleading and deceitful marketing practices. Between April 1, 2021 to April 17, 2023, the Applicant placed five (5) orders from Boohoo's Canadian website.
51. As a physical person who acquired these Fashion Products for her own personal use, the Applicant is a consumer under section 1e) of the *Consumer Protection Act*.
52. On or around April 1, 2021, the Applicant visited the Boohoo website which advertised that they were running a "50% Off Everything!" sale. On each individual product page, there was a Regular Price cross-through with a Discount Percentage (50%) next to it and a Discount Price displayed next to each item. The Applicant selected several items, including an Off the Shoulder Wrap Mini Dress and Plus Ripped Distressed High Waist Mom Jean, and placed them in her cart where they were displayed with a Regular Price and a Discount Price that was a at least 50% off.

53. After concluding her purchase, she received a confirmation email in which all the ostensible discounts were displayed again as a total sum (as seen in the image below), which included a further deceptive technique aimed at leading the Applicant to believe that she had saved over \$158.85 on her order, as appears in the copy of her order confirmation dated April 1, 2021, disclosed in support of this Application as **Exhibit P-16, TAB A**.

Subtotal: \$194.15
Shipping: \$16.99
Discounts Included:
Extra 10% off everything!(- \$35.30)
50% Off Everything!*(- \$158.85)
<hr/>
Order Total : \$175.84

The indication of the Discount Percentage (50%) is displayed once, and the total Discount Value (\$158.85) is also displayed once.

54. The additional display of non-existent discounts in the order confirmation emails reinforces the deceptive practice as an attempt to build goodwill and influence her to return to the website again for similar apparent savings in the future, as appears by the “50% Off Everything (- \$158.85).

55. On or around April 24, 2021, May 19, 2021, April 17, 2022, and April 17, 2023, the Applicant visited the Boohoo website and every time there was a similar prominent display of their website wide sale of 50% off everything, which is shown by the mention of “50% Off Everything!” or “ONSITE_50%OFFEVERYTHING_EXCSALE_CA_CLASS”, as appears on the order confirmations disclosed herewith as **Exhibit P-16**.

56. The Applicant purchased these Fashion Products under the represented pretense that she was obtaining these Fashion Items for a Discount Price.

FACTS GIVING RISE TO CLAIMS HELD BY CLASS MEMBERS

57. The facts that give rise to the personal claim of the Applicant are the same as each personal claim belonging to Class Members against the Defendants.

58. Each Class Member has purchased a Fashion Product about which the Defendants made false and misleading representations regarding the price of the product, notably the Regular Price, the Discount Price, the Discount Percentage and the Discount Value.

59. Each Class Member was exposed to these representations, because they saw any or all of the:

- a. prominently displayed discount message on the landing pages of the Defendants’ websites;

- b. the representations were displayed on the individual product pages; or
- c. the representations were on the order confirmations of the purchase.

60. Class Members, as credulous and inexperienced customers with rights under the *Consumer Protection Act*, were each subjected to the Defendants' ignorance, carelessness, or serious negligence with respect to the obligations they owe to customers.

IDENTICAL, SIMILAR OR RELATED QUESTIONS OF FACT OR LAW

61. The conclusions sought by each class member are the same and raise identical, similar or related questions of fact and law, namely:

- a. Did the Defendants fail in their duty to fulfil their obligations imposed on them by the *Consumer Protection Act*, notably ss 219, 225 and/or 228?
- b. Do the Class Members suffer harm as a result of the Defendant's conduct?
- c. Are the Class Members entitled to claim compensatory and/or punitive damages from the Defendants under s 272 of the *Consumer Protection Act*, and if so, what amounts of such damages, including aggregate damages, are they entitled to recover? Alternatively, are Class Members entitled to a reduction of the sales price of their Fashion Product during the Class Period in an amount to be determined?
- d. Did the Defendants' breach s 52(1) of the *Competition Act*? If so, are the Class members entitled to damages, including aggregate damages, under s 36 of the *Competition Act* and in what amount?

COMPOSITION OF CLASS MAKES RULES OF MANDATE IMPRACTICAL

62. The composition of the class makes it difficult and/or impractical to apply the rules of mandates to take part in judicial proceedings on behalf of others for consolidation of proceedings pursuant to articles 59 or 67 C.C.P.

63. The number of individual and legal persons who have purchased Fashion Products impacted by the false and misleading price advertisements over the last three years appears to be in the thousands within the province of Quebec.

64. It is impossible for the Applicant to know the exact number or identity of each of these customers who purchased a Fashion Product from one of the Defendants.

65. Without a class action, each Class Member would be unable to bring an individual claim as the cost of prosecuting an individual claim would disproportionately exceed the amount sought by each Class Member against the Defendants.

66. In addition, it is reasonable to infer that without a class action procedure, the Defendants' conduct would likely continue.

67. Considering the above, it would be impossible for the Applicant to retrace and contact every Class Member to seek a joinder or a mandate of all their claims.

PROPOSED CLASS REPRESENTATIVE

68. The Applicant seeks to be appointed the status of representative Applicant for the following reasons.
69. Having concluded several purchases with one of the Defendants, the Applicant is a Class Member and has a personal interest in seeking the conclusions sought.
70. The Applicant has the time, energy, will and determination to assume and perform the duties incumbent upon her that are required to carry out the proposed class action.
71. The Applicant acts in good faith with the only goal in accessing justice and the relief sought for herself and for other Class Members.
72. The Applicant does not have any circumstances that would put her in conflict with other Class Members.

NATURE OF THE CLASS ACTION

73. The nature of the action the Applicant intends to bring on behalf of the class members is an action in reduction of correlative obligation, in damages (compensatory and punitive) based on the *Consumer Protection Act* and the *Competition Act*.

CONCLUSIONS SOUGHT

74. The conclusions that the Applicant wishes to introduce by way of an originating application are:
 - a. **GRANT** the Plaintiff's action.
 - b. **ORDER** the Defendants cease the current conduct in their future representations as to the Regular Price, Discount Price, the Discount Percentage and Discount Value assigned to each of their Fashion Products displayed on their websites.
 - c. **ORDER** the Defendants to pay the Class Members damages in an amount to be determined by the Court with interest at the legal rate, plus the indemnity provided for by law in accordance with article 1619 of the *Civil Code of Quebec*, from the date of service of the *Application for Authorization to institute a class action and to obtain the status of class representative*.
 - d. **ORDER** each Defendant to pay punitive damages to the Class Members in an amount to be determined;
 - e. **ORDER** that the Defendants pay the cost of these legal proceedings engaged as a result of their conduct, including the costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
 - f. **ORDER** the collective recovery of the Class Members' claims;

- g. **RENDER** any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;
- h. **THE WHOLE WITH** costs, including all expert fees, notice fees, and expenses of the administrator, if any.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an originating application in specific performance and in damages;

APPOINT the Applicant, Georgia Lamniatis, the status of Representative Applicant of the persons included in the Class herein described as follows:

all individual in Quebec who purchased one or more products from Boohoo, PrettyLittleThing and/or Nasty Gal at a price lower than the represented Regular Price, from the date that Boohoo, PrettyLittleThing and/or Nasty Gal began offering products for sale in Canada until the date that this action is certified as a class proceeding (the “**Class**”, the “**Class Members**” and the “**Class Period**”).

IDENTIFY the principle questions of fact and law to be treated collectively as the following:

- e. Did the Defendants fail in their duty to fulfil their obligations imposed on them by the *Consumer Protection Act*, notably s 219, 225 and/or 228?
- f. Do the Class Members suffer harm as a result of the Defendant’s conduct?
- g. Are the Class Members entitled to claim compensatory and/or punitive damages from the Defendants under s 272 of the *Consumer Protection Act*, and, if so, what amounts of such damages, including aggregate damages, are they entitled to recover? Alternatively, are Class Members entitled to a reduction of the sales price of their Fashion Products during the Class Period in an amount to be determined?
- h. Did the Defendants breach s 52(1) of the *Competition Act*? If so, are the Class members entitled to damages, including aggregate damages, under s 36 of the *Competition Act* and in what amount?

IDENTIFY as follows the conclusions sought by the class action in relation thereof:

GRANT the Plaintiff’s action;

ORDER the Defendants to cease their current conduct in their future representations as to the Regular Price, Discount Price, the Discount Percentage and Discount Value assigned to each of their Fashion Products displayed on their websites.

ORDER the Defendant to pay the Class Members damages in an amount to be determined by the Court with interest at the legal rate, plus the indemnity provided for by law in

accordance with article 1619 of the *Civil Code of Quebec*, from the date of service of the *Application for Authorization to institute a class action and to obtain the status of class representative*;

ORDER each Defendant to pay punitive damages to the Class Members in an amount to be determined;

ORDER that the Defendants pay the cost of these legal proceedings engaged as a result of their conduct;

ORDER the collective recovery of the Class Members' claims;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

THE WHOLE WITH costs, including all expert fees, notice fees, and expenses of the administrator, if any.

DECLARE that any member who has not requested his exclusion from the class be bound by any judgment to be rendered on the class action, in accordance with law;

FIX the delay for exclusion from the Class at 60 days from the date of notice to the Class and after the expiry of such delay the members of the class who have not requested exclusion be bound by any such judgment;

ORDER the publication of a notice to the members of the Class according to the terms to be determined by the Court;

REFER the record to the Chief Justice so that he may fix the district in which the class action is to be brought and the judge before whom it will be heard and In the event that the class action is to be brought in another district, that the clerk of this Court be ordered, upon receiving the decision of the Chief Justice, to transmit the present record to the clerk of the district designated.

THE WHOLE with legal costs, including the cost of all notices.

Montréal, July 2, 2024

Slater Vecchio

SLATER VECCHIO LLP

Me Saro Turner

Me Al Brixi

Me Andrea Roulet

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SUMMONS

(Articles 145 and following CCP)

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montreal.

Exhibits supporting the application

In support of the *Application for authorization to Institute a Class Action*, the Applicant relies on the following exhibits:

- Exhibit P-1:** Copy of Boohoo.com UK Limited Companies House register information
- Exhibit P-2:** Copy of Boohoo.com USA Inc. Department of State: Division of Corporations information
- Exhibit P-3** Copy of boohoo.com UK Limited annual report and financial statements for the year ended 28 February 2022
- Exhibit P-4** Copy of PrettyLittleThing.com Limited Companies House register information
- Exhibit P-5** Copy of PrettyLittleThing.com USA Inc. Department of State: Division of Corporations information
- Exhibit P-6** Copy of PrettyLittleThing.com Limited annual report and financial statements for the year ended 28 February 2022
- Exhibit P-7** Copy of Nasty Gal Limited Companies House register information
- Exhibit P-8** Copy of NastyGal.com USA Inc. Department of State: Division of Corporations information
- Exhibit P-9** Copy of Nasty Gal Limited annual report and financial statements for the year ended 28 February 2022
- Exhibit P-10** Boohoo landing page of their website dated between November 27, 2021 and March 15, 2023
- Exhibit P-11** Screenshots of Boohoo webpages
- Exhibit P-12** PrettyLittleThing landing page of their website dated between April 25, 2022 and July 18, 2023
- Exhibit P-13** Screenshots of PrettyLittleThing webpages

- Exhibit P-14** Nasty Gal landing page of their website dated between January 19, 2021 and April 13, 2023
- Exhibit P-15** Screenshots of Nasty Gal webpages
- Exhibit P-16** Plaintiff Order Confirmations dated between April 1, 2021 and April 17, 2023.
- Exhibit P-17** Sworn Declaration of Sean Tweed dated March 21, 2024
- Exhibit P-18** BH1 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024
- Exhibit P-19** BH2 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024
- Exhibit P-20** NG1 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024
- Exhibit P-21** NG2 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024
- Exhibit P-22** PLT1 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024
- Exhibit P-23** PLT2 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024
- Exhibit P-24** PLT3 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024
- Exhibit P-25** PLT4 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024
- Exhibit P-26** PLT5 Individual Product Webpage – Sample of screenshots retrieved between July 20, 2023 and February 20, 2024

The exhibits in support of the application are available upon request.

Defendants' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Est, Montreal, Québec, H2Y 1R6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the case required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montréal, July 2, 2024

Slater Vecchio

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NOTICE OF PRESENTATION

TO:

BOOHOO.COM UK LIMITED, legal person having its head office at 49-51 Dale Street, Manchester, United Kingdom, M1 2HF

and

BOOHOO.COM USA, INC., legal person having its head office at 1209 Orange Street, Wilmington, Delaware, 19801, United States

and

PRETTYLITTLETHING.COM LIMITED, legal person having its head office at 49-51 Dale Street, Manchester, United Kingdom, M1 2HF

and

PRETTYLITTLETHING.COM USA INC., legal person having its head office at 1209 Orange Street, Wilmington, Delaware, 19801, United States

and

NASTY GAL LIMITED, legal person having its head office at 49-51 Dale Street, Manchester, United Kingdom, M1 2HF

and

NASTYGAL.COM USA INC., legal person having its head office at 1209 Orange Street, Wilmington, Delaware, 19801, United States

TAKE NOTICE that Applicant's *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* will be presented before the Superior Court at 1

Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELF ACCORDINGLY.

Montréal, July 2, 2024

Slater Vecchio

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