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 County of Los Angeles

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 all others similarly situated

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11
 12
 13 ASHLEY MAYS, on behalf of herself and
 all others similarly situated,

Case No. **20STCV26635**

CLASS ACTION COMPLAINT FOR:

14 Plaintiff,

15 v.

16 NURTUR, LLC, an Ohio limited liability
 company; NURTUR LOS ANGELES, LLC,
 17 an Ohio limited liability company; and
 18 DOES 1 to 50, inclusive,

19 Defendants.

- (1) Violation of Bus. & Prof. Code §§ 17200, *et seq.* (Unfair Competition Law)
- (2) Violation of Bus. & Prof. Code §§ 17500, *et seq.* (False Advertising Law)
- (3) Violation of Civil Code §§ 1750, *et seq.* (Consumer Legal Remedies Act)
- (4) Breach of Written Contract
- (5) Breach of Implied Covenant of Good Faith and Fair Dealing
- (6) Intentional Misrepresentation
- (7) Negligent Misrepresentation
- (8) Concealment
- (9) False Promise
- (10) Failure to Pay Wages and Overtime Labor Code §§ 510, 1182.12, 1194, 1194.2, 1197
- (11) Meal-Period Liability under Labor Code § 226.7
- (12) Rest-Break Liability under Labor Code § 226.7
- (13) Violation of Labor Code § 226(a)
- (14) Violation of Labor Code §§ 201, *et seq.*
- (15) Penalties Pursuant to Labor Code § 2699, *et seq.*

By Fax

DEMAND FOR JURY TRIAL

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 CLASS ACTION COMPLAINT AND JURY DEMAND

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1 Plaintiff Ashley Mays (hereinafter, "Plaintiff") complains of defendants Nurtur, LLC,
2 Nurtur Los Angeles, LLC (collectively "Nurtur"), dba Aveda Institute Los Angeles ("Aveda") and
3 Does 1 to 50, inclusive, as follows:

4 **NATURE OF THE ACTION**

5 1. This action arises from Nurtur's exploitation of Californians who sought to better
6 their lives by attending a vocational school based on promises that they would receive an "industry-
7 leading education" providing the foundation for a successful career in esthetics and cosmetology.

8 2. Plaintiff and other former students of Nurtur's Aveda Institute Los Angeles were
9 deceived into paying thousands of dollars – most of which came in the form of tax-backed Title IV
10 funds – to attend Nurtur's supposedly elite beauty school. To attract these students Nurtur falsely
11 represented the quality of its educational programs and its job placement rate, among other things.

12 3. State and federal law requires postsecondary schools like Aveda Institute Los
13 Angeles to truthfully disclose such information to students so that they can make informed decisions
14 about whether to attend such programs. By failing to disclose this material information to
15 prospective students, Nurtur was able to enroll hundreds of students and secure millions of dollars
16 in federal financial aid.

17 4. In hindsight, Nurtur's efforts to hide its poor performance are unsurprising, for the
18 school failed to deliver on even basic statutory requirements. California regulates cosmetology and
19 esthology programs operating in this state, requiring the completion of minimum clock hours and
20 performance of specific practical operations before students may take the state licensing
21 examination. Nurtur, however, falsely certifies the completion of these requirements to California
22 authorities.

23 5. Students received little to no technical instruction and performed the same basic
24 operations over and over. Worse, much of the students' time was spent on routine, menial tasks
25 outside the educational experience. In effect, Nurtur's "students" functioned as an unpaid workforce
26 who ran the school and serviced Nurtur's paying customers while receiving no compensation in
27 return.

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1 6. In short, the Aveda Institute Los Angeles was little more than a diploma mill for
2 rubber-stamping certifications to California authorities so that students could qualify for the state
3 licensing exam, all while providing a worthless education during which students performed
4 uncompensated work.

5 7. Because of the flagrant nature of these violations, this action seeks broad relief,
6 including but not limited to damages, restitution, unpaid wages and overtime, penalties, and interest,
7 as well as declaratory and injunctive relief, on behalf of California consumers.

8 **PARTIES**

9 8. At all times mentioned herein Nurtur Los Angeles, LLC is and was an Ohio limited
10 liability company with its principal place of business at 10935 Weyburn Avenue, Los Angeles, CA
11 90024, where it operates a beauty school called Aveda Institute Los Angeles.

12 9. At all times mentioned herein Nurtur, LLC is and was an Ohio limited liability
13 company that operates a beauty school called Aveda Institute Los Angeles located at 10935
14 Weyburn Avenue, Los Angeles, CA 90024.

15 10. At all times mentioned herein Plaintiff was and is a resident of the State of California.

16 11. The true names and capacities, whether individual, corporate, associate, or whatever
17 else, of the defendants sued herein as Does 1 to 50, inclusive, are currently unknown to Plaintiff,
18 who therefore sues these defendants by such fictitious names under Code of Civil Procedure § 474.
19 Plaintiff is informed and believes and thereon alleges that each of defendants designated herein as
20 Does is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
21 seek leave to amend this Complaint to reflect the true names and capacities of the defendants
22 designated herein as Does when their identities become known.

23 12. Plaintiff is informed and believes and thereon alleges that each defendant acted in all
24 respects pertinent to this action as the employee, agent, partner, alter-ego, and/or joint venturer of
25 the other defendants; that defendants carried out a joint scheme, business plan, or policy in all
26 respects pertinent hereto; and that the acts of each defendant are legally attributable to the other
27 defendants.

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1 13. Venue is proper in this judicial district pursuant to Code of Civil Procedure § 395.5
2 because the obligations giving rise to liability occurred in the County of Los Angeles, State of
3 California.

4 **BACKGROUND**

5 14. Nurtur owns and operates an esthetician and cosmetology school called Aveda
6 Institute Los Angeles located at 10935 Weyburn Avenue, Los Angeles, CA 90024.

7 15. To become an esthetician or cosmetologist, candidates must complete substantial
8 coursework before taking required state licensure exams. Cal. Bus. & Prof. Code § 7317.

9 16. In California, students in esthiology, for example, must complete a course in skin
10 care consisting of 600 hours of technical and practical instruction. Cal. Bus. & Prof. Code § 7324;
11 Cal. Code Regs. § 950.3.

12 17. The regulations specify how much technical and practical instruction students must
13 receive before taking their examination. Required topics include “Manual, Electrical and Chemical
14 Facials (70 Hours of Technical Instruction and 140 Practical Operations),” “Laws and Regulations
15 (10 Hours of Technical Instruction),” “Health and Safety Considerations (40 Hours of Technical
16 Instruction),” “Disinfection and Sanitation (10 Hours of Technical Instruction),” “Anatomy and
17 Physiology (15 Hours of Technical Instruction),” “Eyebrow Beautification (25 Hours of Technical
18 Instruction and 50 Practical Operations),” and “Make-up (20 Hours of Technical Instruction and 40
19 Practical Operations).”

20 18. Nurtur offers courses putatively intended to fulfill these requirements. Nurtur claims
21 to provide “industry-leading education”¹ with an emphasis on “high-touch techniques using high-
22 tech delivery during spa clinic treatments.”²

23 19. “Our educators are the best in the business, with the tools and knowledge to help you
24 succeed. We’ll provide the foundational knowledge, practical training and business-building skills
25 you need[.]”³

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27 ¹ <https://nurturavedainstitutes.com/about-us/>

28 ² <https://nurturavedainstitutes.com/programs/>

³ <https://aveda.edu/why-aveda/>

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1 20. “Our faculty is a skilled team of experienced instructors with knowledge of classic
2 and contemporary techniques. Instructors have met program licensing requirements and are trained
3 in all aspects of hair, skin and nail esthetics, body care and related subjects.”⁴ “Our highly trained
4 educational team and administrative support staff are dedicated to providing you with the skills
5 necessary to be successful in the classroom and as you begin your career.”⁵

6 21. “When you graduate you will be prepared for a profitable and fulfilling career in the
7 beauty industry”⁶ and be “ready to succeed.”⁷

8 22. Nurtur represents that its curriculum will allow students “to learn the technical,
9 personal and business skills necessary to work in a professional salon environment.”⁸ “With the
10 skills you learn at an Aveda Institute, you’ll be prepared to run your own business, work backstage
11 at Fashion Week and provide caring, complete service for your guests.”⁹

12 23. Nurtur promises students instruction from a “skilled team of experienced instructors”
13 who are “the best in the business, with the tools and knowledge to help you succeed”¹⁰ and that
14 “have met program licensing requirements and are trained in all aspects of hair, skin and nail
15 esthetics, body care and related subjects.”¹¹

16 24. Nurtur also misleadingly states that Nurtur is located “on the exciting UCLA
17 campus,”¹² thus suggesting affiliation with UCLA, when in fact the Aveda Institute is a for-profit
18 vocational “school” which, at the time Plaintiff attended, was situated in between Jerry’s Famous
19 Deli and Taco Bell.

20 25. Nurtur’s programs are not cheap. The total cost for Nurtur’s cosmetology program
21 is \$27,748.05 and the total cost for its esthetician program is \$16,007.25.¹³

22 26. Unfortunately, Nurtur failed to live up to expectations because students received little
23 to no instruction.

24 ⁴ <https://nurturavedainstitutes.com/los-angeles-consumer-information/#1531421748651-4b91cbf7-6bc7>

25 ⁵ <https://nurturavedainstitutes.com/wp-content/uploads/AILA-Course-Catalog.pdf>

26 ⁶ <https://nurturavedainstitutes.com/about-us/>

27 ⁷ <https://nurturavedainstitutes.com/programs/>

28 ⁸ <https://nurturavedainstitutes.com/programs/>

⁹ <https://aveda.edu/why-aveda/>

¹⁰ <https://aveda.edu/why-aveda/>

¹¹ <https://nurturavedainstitutes.com/los-angeles-consumer-information/#1531421748651-4b91cbf7-6bc7>

¹² <https://nurturavedainstitutes.com/los-angeles/>

¹³ <https://nurturavedainstitutes.com/wp-content/uploads/AILA-Course-Catalog.pdf>

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1 27. In Plaintiff’s class, for example, one instructor was habitually absent in order to
2 undergo and recover from breast augmentation surgery and was regularly observed arranging online
3 dates during class time, and the other instructor had no field experience and could not demonstrate
4 the required operations because her arm was injured and in a sling.

5 28. The majority of the time students did not receive the technical instruction described
6 in 16 Cal. Code Regs. § 950.3; they were forced to learn on their own through YouTube videos or
7 were idle.

8 29. This forced autodidacticism is not what students paid thousands of dollars for, and it
9 has its limits. For example, California requires esthiology students to receive instruction on and
10 perform electrical facials, but Nurtur failed to instruct students on this procedure, as required by
11 statute.

12 30. Nurtur’s substandard instruction violates accreditor requirements, which requires the
13 institution to employ “an instructional staff that is fully qualified and of adequate size to fulfill the
14 objectives of the educational courses and/or program(s) regardless of mode of delivery.”¹⁴

15 31. Moreover, Nurtur fails to accurately disclose job placement rates to would-be
16 students.

17 32. The Department of Education (DOE) regulates vocational programs that offer federal
18 financial assistance, and schools are required to comply with federal regulations to be eligible to
19 participate in financial assistance programs under the Higher Education Act (HEA). *See* 20 U.S.C.
20 § 1094(a); 34 C.F.R. § 668.14(a). To participate, schools sign a program participation agreement
21 (PPA) certifying compliance with regulatory requirements. *Id.*

22 33. Nurtur receives federal funds under the HEA and thus entered into a PPA certifying
23 compliance with DOE regulations.

24 34. Moreover, to receive federal funds, Nurtur must be accredited by the National
25 Accrediting Commission of Career Arts & Sciences (NACCAS), *see* 20 U.S.C. § 1002(b)(1)(E),
26 which requires compliance with licensure requirements in the state where the institution is located.¹⁵
27 Accreditation is also required under California law. *See* Cal. Educ. Code § 94890.

28 ¹⁴ *See* 2019 NACCAS Handbook, Standard II, p. 7, available at <http://naccas.org/naccas/naccas-handbook>

¹⁵ *See* 2019 NACCAS Handbook, pp. 13, 62 available at <http://naccas.org/naccas/naccas-handbook>

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1 35. Under DOE regulations Nurtur is required to disclose job placement rates to
2 prospective students. *See* 20 U.S.C. § 1094(a)(8) (requiring provision of most recent job placement
3 rates to students); 34 C.F.R. § 668.412(a)(8).

4 36. Moreover, Aveda’s accreditor, NACCAS, requires Nurtur to maintain a job
5 placement rate of at least 60 percent. An institution must maintain compliance with NACCAS’s
6 Standards and Criteria – including minimum job placement rates – to maintain accreditation status.¹⁶

7 37. As a program eligible to receive Title IV funds, Nurtur must meet the requirements
8 of its accrediting agency. 20 U.S.C. § 1094(a)(21).

9 38. Nurtur failed to meet accreditor job placement requirements for both its esthetician
10 and cosmetology programs and the required placement rates under the federal regulations.¹⁷

11 39. Nurtur also failed to provide required job placement disclosures to students or
12 otherwise obscured its job placement disclosures.

13 40. In advertising materials Nurtur states that it “consistently exceed[s] [a]ccreditor
14 requirements for placement of 60% by currently achieving 74%.”¹⁸ *See also* Course Catalog, which
15 reports job placement to be 77.99%.¹⁹

16 41. But Nurtur’s own statistics for this time period show that only 38 percent of students
17 find jobs in their field after graduation, and many of these jobs are part-time.²⁰

18 42. Nurtur did not provide this required information. Rather, the job placement
19 disclosure provided to Plaintiff and other prospective students was dated and did not include
20 available 2017 or later data showing Nurtur’s low job placement rates.

21 43. Indeed no data whatsoever was provided to Plaintiff or putative class members for
22 2017 or later, including on-time completion rates and gainful employment disclosures that Nurtur
23 was required to provide.

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25 ¹⁶ *See* NACCAS 2019 Handbook, Section 1.5(a)(7).

26 ¹⁷ *See* NACCAS 2019 Handbook, Standard 1, D5 (requiring 60% job placement rate), available at
<http://naccas.org/naccas/naccas-handbook>; 34 C.F.R. § 668.8(e)(1)(ii).

27 ¹⁸ <https://aveda.edu/career-paths/esthetician-school/>

28 ¹⁹ <https://nurturavedainstitutes.com/wp-content/uploads/AILA-Course-Catalog.pdf>

²⁰ <https://nurturavedainstitutes.com/wp-content/uploads/2019/05/2017-data-AILA-Esthetician-SPFS-FINAL-5-13-19.pdf>

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1 44. These disclosures are material to consumers because they include information upon
2 which a reasonable person would rely when deciding whether to attend a vocational school such as
3 Nurtur, and this is precisely why the state law requires vocational schools to provide such
4 information to prospective students.

5 45. Moreover, the practical operations that students performed did not serve an
6 educational purpose; rather they benefited Nurtur.

7 46. Members of the public can visit the Aveda Institute to purchase esthetician and
8 cosmetology treatments (e.g., haircut, facial, color, hair removal) performed by students.²¹ These
9 services are identical to treatments a customer would receive at a salon.

10 47. Nurtur even offers customers monthly facial or blowout memberships, entitling
11 customers to a certain number of treatments per month.²²

12 48. Students perform these services but do not receive compensation or gratuities
13 therefor.

14 49. Despite the diversity of cosmetology services available to the public, students
15 generally performed the same operations over and over again. For instance, most of the facials
16 Plaintiffs performed were basic facials.

17 50. Despite Nurtur's representations,²³ instructors did not supervise these operations, or
18 provide instruction or evaluation either before or after the operations.²⁴

19 51. Moreover, students performed repetitive and menial tasks, including but not limited
20 to doing the laundry for the entire school and cleaning workstations and workrooms.

21 52. Nurtur profited from this work. Not only did Plaintiff and other students pay
22 handsomely to attend Aveda Institute, but Nurtur also received money from customers who received
23 services performed entirely by students.

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26 ²¹ <https://nurturavedainstitutes.com/los-angeles-service-menu/>

27 ²² *Id.*

27 ²³ <https://nurturavedainstitutes.com/programs/>; <http://nurturavedainstitutes.com/los-angeles-service-menu/>

28 ²⁴ See 2019 NACCAS Handbook, Standard VI, A9 p. 13, available at <http://naccas.org/naccas/naccas-handbook>
("Each course or program provides supervised instruction in the applicable skills and
competencies."). _

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1 53. In effect, students functioned as an unpaid workforce that improved Nurtur's bottom
2 line by providing routine and sometimes menial job duties for paying customers, without receiving
3 the promised and paid-for instruction.

4 54. California law requires cosmetology and esthetician programs to satisfy specific
5 minimum clock-hour requirements. See Cal. Bus. & Prof. Code §§ 7362.5, 7364, 7365, 7366; 16
6 Cal. Code Regs. §§ 950.1-5; see also 34 C.F.R. § 668.8(d). NACCAS, Nurtur's accreditor, also
7 requires compliance with these clock-hour requirements.

8 55. Nurtur falsely represents that students receive hundreds of hours of technical and
9 practical instruction that Nurtur does not actually provide.

10 56. Nurtur provides no instruction for the majority of the time. In the classroom students
11 are left to their own devices without any instruction whatsoever.

12 57. Moreover, students do not receive instruction for practical operations but do the same
13 repetitive tasks again and again without supervision or evaluation from instructors, or else perform
14 routine, menial, non-educational tasks that should not be counted toward the completion of students'
15 clock-hour requirements.

16 58. However, Nurtur includes time that Plaintiff and other students spend on these tasks
17 as part of the clock-hour requirements to enable students to qualify for state licensing exams. Nurtur
18 then falsely certifies to the California Bureau for Private Postsecondary Education and NACCAS
19 compliance with clock-hour requirements.

20 59. In sum, Nurtur violates 34 C.F.R. §§ 668.72 and 668.74, and its own accreditor's
21 standards,²⁵ by misrepresenting, *inter alia*, the number, availability, and qualifications, including
22 training and experience, of its faculty and other personnel; its location (allegedly on the UCLA
23 campus); employability of graduates, including job placement rates; and the appropriateness of its
24 courses and programs to the employment objectives that it states its programs are designed to meet.

25 60. Nurtur's misconduct has real consequences on students like Plaintiff, who had to take
26 time off from work to attend Nurtur's esthetician program, and lost income as a result.

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28 ²⁵ See NACCAS 2019 Handbook, Policy IV.04 (stating that "[t]he catalogue ... avoids false, misleading and exaggerated statements.").

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1 61. To compensate for this loss of income, and pay for Nurtur’s expensive program,
2 Plaintiff, like 85 percent of other students,²⁶ applied for and received federal financial aid.²⁷ Her
3 loans are still in repayment.²⁸

4 **CLASS ALLEGATIONS**

5 62. Plaintiff brings this action as a class action pursuant to California Code of Civil
6 Procedure § 382 on behalf of the following classes:

7 All citizens of the State of California who within the longest
8 applicable limitations period attended Nurtur’s esthetician or
9 cosmetology programs in the State of California.

9 63. Members of the classes, as described above, will be referred to as “class members.”
10 Excluded from the classes are: (1) Nurtur, any entity or division in which Nurtur has a controlling
11 interest, and their legal representatives, officers, directors, assigns, and successors; and (2) the judge
12 to whom this case is assigned and the judge’s staff and members of their immediate families.
13 Plaintiff reserves the right to amend the above classes and to add additional subclasses as appropriate
14 based on investigation, discovery, and the specific theories of liability.

15 64. This action has been brought and may properly be maintained as a class action under
16 California Code of Civil Procedure § 382 because there is a well-defined community of interest in
17 the litigation and the class members are easily ascertainable.

18 **A. Numerosity**

19 65. Although the precise number of class members has not been determined at this time,
20 Plaintiff estimates that the classes include hundreds of members and that the identity of such persons
21 is readily ascertainable through Nurtur’s business records. Therefore it is reasonable that the class
22 members are so numerous that joinder is impracticable, and the disposition of their claims in a class
23 action will provide substantial benefits to the parties and the Court.

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25 ²⁶ <https://nurturavedainstitutes.com/wp-content/uploads/2019/05/2017-data-AILA-Esthetician-SPFS-FINAL-5-13-19.pdf>

26 ²⁷ Indeed, Aveda admits that 76 percent of its income for 2017 came from public funding. *See*
27 <https://nurturavedainstitutes.com/wp-content/uploads/2019/05/2017-data-BPPE-Annual-Report-submitted-5-16-19.pdf>

28 ²⁸ <https://collegescorecard.ed.gov/school/?469957-Aveda-Institute-Los-Angeles> (reporting that typical debt after graduation is approximately \$10,000).

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1 **B. Common Questions Predominate**

2 66. There are questions of law and fact common to the classes that predominate over any
3 questions affecting only individual putative class members. Thus proof of a common set of facts
4 will establish the right of each class member to recovery. These common questions of law and fact
5 include but are not limited to the following:

- 6 a. Whether Nurtur misrepresented the number, availability, and qualifications,
7 including training and experience, of its faculty and other personnel; its location;
8 and the employability of graduates;
- 9 b. Whether Nurtur's instruction failed to satisfy the clock-hour requirements for its
10 esthetician and cosmetology programs by including routine, menial, non-
11 educational tasks toward the completion of students' clock-hour requirements;
- 12 c. Whether Nurtur falsely certified students' clock-hour requirements to its accreditor
13 and the Bureau of Post-Secondary Education to enable students to qualify for state
14 licensing exams;
- 15 d. Whether Nurtur's job placement rates failed to meet minimum accreditor
16 requirements;
- 17 e. Whether Nurtur falsely represented its job placement rates to prospective students;
- 18 f. Whether Nurtur failed to disclose job placement rates to prospective students;
- 19 g. Whether Nurtur falsely advertised affiliation with the University of California, Los
20 Angeles; and
- 21 h. Whether Nurtur's representations were material to Plaintiff and putative class
22 members;

23 **C. Typicality**

24 67. Plaintiff's claims are typical of the claims of class members. Plaintiff viewed
25 Nurtur's advertisements and promotional materials, received Nurtur's disclosures, and paid to attend
26 the Aveda Institute Los Angeles. Thus Plaintiff's claims arise from the same practices and course
27 of conduct that give rise to the claims of the class members and are based on the same legal theories.

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D. Adequacy

68. Plaintiff will fairly and adequately represent and protect the interests of class members. Counsel who represent Plaintiff and putative class members are experienced and competent in litigating consumer class actions.

E. Superiority of Class Action

69. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of putative class members is not practicable, and questions of law and fact common to class members predominate over any questions affecting only individual putative class members. Each class member has been damaged and is entitled to recovery as a result of the violations alleged herein. Moreover, because the damages suffered by individual class members may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual class members to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

**VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW,
BUS. & PROF. CODE SECTION 17200, *et seq.* (THE “UCL”)**

70. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

71. California’s Unfair Competition Law (“UCL”), California Business & Professions Code section 17200, *et seq.*, protects both consumers and competitors by promoting fair competition in commercial markets for goods and services.

72. The UCL prohibits any unlawful, unfair, or fraudulent business act or practice. The UCL defines unfair business competition to include any “unlawful, unfair or fraudulent” act or practice, as well as an “unfair, deceptive, untrue or misleading” advertising. Cal Bus. & Prof Code § 17200. A business practice need only meet one of the three criteria to be considered unfair

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1 competition.

2 73. An unlawful business practice is anything that can properly be called a business
3 practice and that at the same time is forbidden by law. A business act or practice is “unlawful”
4 under the UCL if it violates any other law.

5 74. Nurtur violates the unlawful prong of the UCL by violating DOE regulations,
6 including 34 C.F.R. §§ 668.72 and 668.74, prohibiting Nurtur from misrepresenting the number,
7 availability, and qualifications, including training and experience, of its faculty and other personnel,
8 its location, and employability of graduates; by violating state and federal laws requiring the
9 completion of clock-hour requirements, including Cal. Bus. & Prof. Code §§ 7362.5, 7364, 7365,
10 7366, 16 Cal. Code Regs. §§ 950.1-5, *see also* 20 U.S.C. § 1094(a)(8); by violating state and federal
11 laws requiring minimum job placement rates and disclosure of job placement rates to prospective
12 students, including 34 C.F.R. §§ 668.412(a)(8), 668.8(d), 20 U.S.C. § 1002(b)(1)(E) (requiring
13 accreditation with agency that requires minimum job placement rate); and by violating California’s
14 False Advertising Law (FAL), Cal. Bus. & Prof. Code §§ 17500, *et seq.*, the Consumer Legal
15 Remedies Act (CLRA), Cal. Civ. Code § 1750, *et seq.*, and California Labor Code, as alleged below.

16 75. A business act or practice is “unfair” under the Unfair Competition Law if the
17 reasons, justifications and motives of the alleged wrongdoer are outweighed by the gravity of the
18 harm to the alleged victims.

19 76. Nurtur violates the unfair prong of the UCL by charging Plaintiff and putative class
20 members tuition for a course of study in esthetics or cosmetology but failing to provide competent
21 instructors, failing to provide requisite instruction, failing to satisfy clock-hour requirements, falsely
22 certifying clock-hour requirements, and failing to supervise or evaluate practical operations such
23 that Plaintiff and putative class members were effectively deprived of the education for which they
24 paid substantial consideration.

25 77. Nurtur effectively provided students with a worthless education that merely rubber-
26 stamped clock-hour requirements so that students could qualify for the state licensing examination
27 without providing the promised instruction that would prepare them for a career in esthetics or
28 cosmetology.

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1 78. Worse, Nurtur used its students as an unpaid workforce to perform treatments to
2 paying customers and to perform routine, repetitive, menial, and non-education tasks that would
3 normally be provided by regular employees. Nurtur retained the value from these treatments
4 performed by its “students” to salon customers without paying students wages and, on the contrary,
5 charging hefty tuition (which students almost always had to take out loans to pay for) in order to
6 provide free labor. In this way, Nurtur obtained a substantial advantage over competitors that paid
7 for the labor it took to run their businesses and did not extract “tuition” from their employees.

8 79. Any utility for Nurtur’s conduct is outweighed by the gravity of the consequences to
9 Plaintiff and class members because the conduct offends public policy. Through its unfair acts and
10 practices, Nurtur improperly obtained, and continues to obtain, money from Plaintiff and the
11 putative class. Plaintiff requests that Nurtur restore this money to Plaintiff and all class members
12 and cease violating the UCL. Without such relief, Plaintiff and the putative class will be irreparably
13 harmed.

14 80. A business act or practice is “fraudulent” under the UCL if it is likely to deceive
15 members of the consuming public.

16 81. Nurtur violates the fraudulent prong of the UCL because it falsely represents that it
17 provides an “industry-leading education” and staffs its institute with sufficient and competent
18 instructors to enable students to begin a successful career in esthetics or cosmetology when, in fact,
19 it provides little to any technical instruction; provides inexperienced, inept, or entirely absent
20 instructors; misrepresents or fails to provide job placement rates; and falsely certifies clock-hour
21 requirements without providing the underlying instruction to literally rubber-stamp student’s Proof
22 of Training Document required by the Board of Barbering, Cosmetology, and Electrology as a
23 prerequisite for examination. Nurtur has duped Plaintiff and putative class members into paying
24 thousands of dollars in tuition to attend Aveda Institute when Nurtur actually used them as an unpaid
25 workforce performing routine, repetitive, menial, and non-educational services for paying
26 customers of Nurtur’s salon without receiving the promised instruction.

27 82. Through its fraudulent acts and practices, Nurtur has improperly obtained money
28 from Plaintiff and the putative class. Plaintiff requests that this Court order Nurtur to restore this

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1 money to Plaintiff and the putative class and to enjoin Nurtur from continuing to violate the UCL.

2 83. As a result of Nurtur’s conduct described herein and its willful, reckless, and/or
3 grossly negligent violations of California Business & Professions Code § 17203, Plaintiff and
4 putative class members have lost money or property and suffered harm, as described herein.

5 84. Pursuant to California Business & Professions Code § 17203, Plaintiff seeks an order
6 enjoining Nurtur from continuing to engage in the unfair and unlawful conduct described herein and
7 for the disgorgement of all ill-gotten profits.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW**

10 **BUS. & PROF. CODE SECTION 17500, *et seq.* (THE “FAL”)**

11 85. Plaintiff hereby incorporates by reference the allegations contained in this
12 Complaint.

13 86. The California False Advertising Law prohibits unfair, deceptive, untrue, or
14 misleading advertising, including but not limited to false statements as to worth, value, and former
15 price.

16 87. As alleged above, Nurtur engages in unfair, deceptive, and misleading advertising to
17 consumers by misrepresenting the number, availability, and qualifications, including training and
18 experience, of its faculty and other personnel; its location (allegedly on the UCLA campus); and
19 employability of graduates, including job placement rates.

20 88. Nurtur also misrepresents that it provides an education intended to satisfy clock-hour
21 requirements sufficient to qualify students for the state licensure examination because it fails to
22 provide technical and practical instruction and requires students to perform repetitive, routine,
23 menial, and non-education tasks that should not count toward students’ clock-hour requirements.
24 Nurtur does not sufficiently disclose that students will be required to engage in these tasks.

25 89. Through its unfair, deceptive, and misleading acts and practices, Nurtur has
26 improperly obtained money from Plaintiff and the putative class. Plaintiff respectfully requests that
27 the Court restore these funds to Plaintiff and the putative class and enjoin Nurtur’s continuing
28 violations of the FAL to prevent further irreparable harm to consumers.

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THIRD CAUSE OF ACTION

**VIOLATION OF CALIFORNIA’S CONSUMERS LEGAL REMEDIES ACT,
CAL. CIVIL CODE SECTION 1750, *et seq.* (THE “CLRA”)**

90. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

91. This cause of action is brought pursuant to the Consumers Legal Remedies Act, California Civil Code §§ 1750, *et seq.* (the “CLRA”).

92. Plaintiff and each member of the putative class are “consumers” within the meaning of Civil Code § 1761(d).

93. Nurtur’s cosmetology and esthetician programs are “transactions” within the meaning of Civil Code § 1761(e) because they are agreements between Plaintiff and putative class members and Nurtur for the provision of “goods” or “services” within the meaning of Civil Code § 1761(a).

94. Nurtur has engaged in unfair methods of competition and unfair or deceptive acts or practices in transactions intended to result or that results in the sale or lease of goods or services to consumers, as follows:

- a. misrepresenting the source, sponsorship, approval, or certification of goods or services, in violation of Civ. Code § 1770(a)(2);
- b. misrepresenting the affiliation, connection, or association with, or certification by, another, in violation of Civ. Code § 1770(a)(3);
- c. representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, in violation of Civ. Code § 1770(a)(5);
- d. representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another, in violation of Civ. Code § 1770(a)(7); and
- e. advertising goods or services with intent not to sell them as advertised, in violation of Civ. Code § 1770(a)(9).

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1 95. As a result of these acts and practices, Plaintiff and the putative class were damaged
2 in that Nurtur’s unlawful and misleading acts and practices affected the decisions of Plaintiff and
3 the putative class to attend Nurtur’s esthetician and cosmetology programs.

4 96. Pursuant to California Civil Code § 1780, Plaintiff, on behalf of herself and the
5 putative class, seeks to recover damages and restitution, as well as injunctive relief prohibiting
6 Nurtur from continuing to engage in the unlawful and deceptive methods, acts, and practices alleged
7 above.

8 97. The aforementioned acts of Nurtur were willful, wanton, malicious, intentional,
9 oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff
10 and class members, thereby justifying an award of punitive and exemplary damages.

11 98. Pursuant to Civil Code § 1782, on October 7, 2019, Plaintiff sent Nurtur a letter, by
12 certified mail, in which she outlined the foregoing violations of the CLRA and requested that Nurtur
13 remedy these violations as to Plaintiff and the class. Nurtur has not agreed to correct, repair, replace,
14 or otherwise rectify the violations alleged herein within thirty (30) calendar days after Nurtur’s
15 receipt of Plaintiff’s letter. Therefore Plaintiff is entitled to damages, including actual, statutory,
16 and punitive damages, on behalf of herself and the putative class.

17 **FOURTH CAUSE OF ACTION**

18 **BREACH OF WRITTEN CONTRACT**

19 99. Plaintiff hereby incorporates by reference the allegations contained in this
20 Complaint.

21 100. Plaintiff and each student entered into contracts with Nurtur whereby Nurtur
22 promised to provide quality instruction in accordance with regulatory requirements in exchange for
23 a substantial tuition.²⁹

24 101. Nurtur breached this contract, however, by failing to provide instruction or even
25 instructors qualified to provide instruction, falsely certifying the completion of required coursework
26 to the state to qualify students for licensure, and requiring students instead to perform repetitive,

27 ²⁹ See NACCAS 2019 Handbook, Policy IV.03 (stating “[a] contractual relationship exists between an institution and
28 its applicant or student. The terms of such agreement are considered to be of substantial importance and should be
clearly understood by all concerned parties, including unsophisticated applicants and parents.”).

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1 menial tasks for paying customers.

2 102. As a direct and proximate result of Nurtur’s breach, each student was damaged in the
3 amount of the paid tuition and interest accruing on loans in repayment, as well as loss of income
4 from being wholly unprepared to practice as licensed cosmetologists and estheticians, as promised.

5 **FIFTH CAUSE OF ACTION**

6 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

7 103. Plaintiff hereby incorporates by reference the allegations contained in this
8 Complaint.

9 104. Plaintiff and putative class members entered into contracts with Nurtur, as alleged
10 hereinabove. Implied in these contracts was a covenant of good faith and fair dealing by each party
11 agreeing not to do anything that would deprive the other parties of the benefits of the contract,
12 including an implied covenant to sufficiently staff the school to provide quality instruction
13 consistent with regulatory and accreditor requirements.

14 105. Plaintiff and putative class members have performed all conditions, covenants, and
15 promises required of them under the contract, i.e., they have paid Nurtur tuition.

16 106. Nurtur breached the implied covenant of good faith and fair dealing by failing to
17 sufficiently staff the school to provide quality instruction consistent with regulatory and accreditor
18 requirements, failing to provide technical instruction, failing to supervise and evaluate practical
19 operations, and falsely certifying the completion of clock-hour requirements.

20 107. As a direct and proximate cause of Nurtur’s breach of the implied covenant of good
21 faith and fair dealing, Plaintiff and putative class members have been damaged, as alleged above, in
22 an amount in excess of the jurisdictional limits of this Court to be proven at the time of trial.

23 **SIXTH CAUSE OF ACTION**

24 **INTENTIONAL MISREPRESENTATION**

25 108. Plaintiff hereby incorporates by reference the allegations contained in this
26 Complaint.

27 109. Nurtur made representations of fact regarding the number, availability, and
28 qualifications, including training and experience, of its faculty and other personnel; the location of

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1 its campus and affiliation; and the employability of graduates, including job placement rates; and its
2 certification of clock-hour requirements.

3 110. Nurtur's representations with regard to these matters were false, as alleged above.

4 111. Nurtur knew that these representations were false at the time Nurtur made them.

5 112. Nurtur intended that Plaintiff and members of the putative class should rely on its
6 representations whether to attend Nurtur's programs and take the state licensing examination.

7 113. Plaintiff and members of the putative class reasonably relied on Nurtur's
8 representations.

9 114. Plaintiff and members of the putative class were harmed by Nurtur's representations
10 in that they paid money to attend Nurtur's programs and to take the state licensing exam, and in that
11 they performed free labor outside the educational experience.

12 115. Nurtur's representations were a substantial factor in causing Plaintiff and members
13 of the putative class to attend Nurtur's programs and to take the state licensing exam

14 116. Nurtur's conduct was malicious, oppressive, and fraudulent in that it was intended to
15 cause Plaintiff and putative class members injury, namely, the deprivation of money, and was done
16 with a willful and knowing disregard of the rights of Plaintiff and putative class members and
17 subjected Plaintiff and putative class members to cruel and unjust hardship in knowing disregard of
18 their rights, thereby justifying an award of putative or exemplary damages.

19 117. Plaintiff and members of the putative class suffered an ascertainable loss and are
20 entitled to relief and compensatory and punitive damages, in an amount to be determined at trial.

21 **SEVENTH CAUSE OF ACTION**

22 **NEGLIGENT MISREPRESENTATION**

23 118. Plaintiff hereby incorporates by reference the allegations contained in this
24 Complaint. Plaintiff pleads this cause of action in the alternative to the foregoing cause of action.

25 119. Nurtur made representations of fact regarding the number, availability, and
26 qualifications, including training and experience, of its faculty and other personnel; the location of
27 its campus and affiliation; the employability of graduates, including job placement rates; and its
28 certification of clock-hour requirements.

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1 120. Nurtur had no reasonable grounds for believing that these representations were true.

2 121. Nurtur intended that Plaintiff and members of the putative class should rely on its
3 representations when deciding to attend Nurtur's programs and take the state licensing examination.

4 122. Plaintiff and members of the putative class reasonably relied on Nurtur's
5 representations.

6 123. Plaintiff and members of the putative class were harmed by Nurtur's representations
7 in that they paid money to attend Nurtur's programs and to take the state licensing exam, and in that
8 they performed free labor outside the educational experience.

9 124. Nurtur's representations were a substantial factor in causing Plaintiff and members
10 of the putative class to attend Nurtur's programs and to take the state licensing exam

11 125. Plaintiff and members of the putative class suffered an ascertainable loss and are
12 entitled to relief and compensatory and punitive damages, in an amount to be determined at trial.

13 **EIGHTH CAUSE OF ACTION**

14 **CONCEALMENT**

15 126. Plaintiff hereby incorporates by reference the allegations contained in this
16 Complaint.

17 127. Nurtur disclosed some facts to Plaintiff and putative class members but intentionally
18 failed to disclose other facts, making the disclosure deceptive, namely, the number, availability, and
19 qualifications, including training and experience, of its faculty and other personnel and the
20 employability of graduates, including job placement rates.

21 128. Plaintiff and putative class members were unaware of the concealed facts.

22 129. Nurtur intended to deceive Plaintiff and putative class members by concealing the
23 foregoing facts.

24 130. If Nurtur had sufficiently disclosed the omitted information Plaintiff and putative
25 class members would have acted differently, including not attending Nurtur's programs or paying
26 for the state licensing exam.

27 131. Nurtur intended that Plaintiff and members of the putative class should rely on its
28 representations when deciding to attend Nurtur's programs and take the state licensing exam.

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1 132. Plaintiff and members of the putative class reasonably relied on Nurtur's
2 representations.

3 133. Plaintiff and members of the putative class were harmed by Nurtur's representations
4 in that they paid money to attend Nurtur's programs and to take the state licensing exam, and in that
5 they performed free labor outside the educational experience.

6 134. Nurtur's representations were a substantial factor in causing Plaintiff and members
7 of the putative class to attend Nurtur's programs and to take the state licensing exam

8 135. Nurtur's conduct was malicious, oppressive, and fraudulent in that it was intended to
9 cause Plaintiff and putative class members injury, namely, the deprivation of money, and was done
10 with a willful and knowing disregard of the rights of Plaintiff and putative class members and
11 subjected Plaintiff and putative class members to cruel and unjust hardship in knowing disregard of
12 their rights, thereby justifying an award of putative or exemplary damages.

13 136. Plaintiff and members of the putative class suffered an ascertainable loss and are
14 entitled to relief and compensatory and punitive damages, in an amount to be determined at trial.

15 **NINTH CAUSE OF ACTION**

16 **FALSE PROMISE**

17 137. Plaintiff hereby incorporates by reference the allegations contained in this
18 Complaint.

19 138. Nurtur made promises to Plaintiff and members of the putative class regarding the
20 number, availability, and qualifications, including training and experience, of its faculty and other
21 personnel; the location of its campus and affiliation; and the employability of graduates, including
22 job placement rates; and its certification of clock-hour requirements.

23 139. Nurtur did not intend to perform these promises when Nurtur made them.

24 140. Nurtur intended Plaintiff and members of the putative class to rely on these promises
25 when deciding whether to attend Nurtur's programs and take the state licensing examination.

26 141. Plaintiff and putative class members reasonably relied on Nurtur's promises.

27 142. Nurtur broke its promises to Plaintiff and putative class members in that Nurtur did
28 not provide a sufficient number of qualified instructors to satisfy the clock-hour requirements to

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1 become an esthetician or cosmetologist, let alone provide “industry-leading” instruction to enable
2 students to launch a successful career in the field; did not have any affiliation with UCLA or the
3 UCLA campus; and did not have the represented and requisite job-placement rates.

4 143. Plaintiff and members of the putative class were harmed by Nurtur’s representations
5 in that they paid money to attend Nurtur’s programs and to take the state licensing exam, and in that
6 they performed free labor outside the educational experience.

7 144. Nurtur’s representations were a substantial factor in causing Plaintiff and members
8 of the putative class to attend Nurtur’s programs and to take the state licensing exam.

9 145. Nurtur’s conduct was malicious, oppressive, and fraudulent in that it was intended to
10 cause Plaintiff and putative class members injury, namely, the deprivation of money, and was done
11 with a willful and knowing disregard of the rights of Plaintiff and putative class members and
12 subjected Plaintiff and putative class members to cruel and unjust hardship in knowing disregard of
13 their rights, thereby justifying an award of putative or exemplary damages.

14 146. Plaintiff and members of the putative class suffered an ascertainable loss and are
15 entitled to relief and compensatory and punitive damages, in an amount to be determined at trial.

16 **TENTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES AND OVERTIME**

18 **LABOR CODE §§ 510, 1182.12, 1194, 1194.2, 1197**

19 147. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

20 148. As alleged above, Plaintiff and students performed routine, repetitive, menial, and
21 non-education activity for Nurtur, including but not limited to laundry for the entire school and
22 cleaning workstations and workrooms; they also repetitively performed basic services and
23 treatments without supervision, instruction, or evaluation beyond what was required to complete
24 their coursework or qualify for their licensing exams.

25 149. Customers visiting Nurtur’s salon paid Nurtur for services provided by these
26 students, who in some respects displaced regular employees of Nurtur, which would have otherwise
27 had to employ such employees in greater number or for longer hours.

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1 150. However, Plaintiff and putative class members did not receive at least the minimum
2 wage for all hours worked, in violation of California Labor Code §§ 510, 1182.12, 1194, 1194.2,
3 and 1197.

4 151. Upon information and belief, Plaintiff and putative class members sometimes
5 performed work in excess of eight hours a day or forty hours a week, thus entitling them to overtime
6 at prevailing overtime rates under Labor Code § 510, which they did not receive.

7 152. Nurtur's failure to pay compensation in a timely fashion also constituted a violation
8 of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four
9 (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the
10 California Labor Code, Nurtur has failed to pay all wages earned by Plaintiff and putative class
11 members. Each such failure to make a timely payment of compensation to Plaintiff and putative
12 class members constitutes a separate violation of California Labor Code § 204.

13 153. Plaintiff and putative class members have been damaged by these violations of
14 California Labor Code §§ 204, 510, 1182.12, 1194, and 1197, and the relevant orders of the
15 Industrial Welfare Commission.

16 154. Consequently, pursuant to California Labor Code §§ 204, 510, 1182.12, 1194, and
17 1197 (and the relevant orders of the Industrial Welfare Commission), Nurtur is liable to Plaintiff and
18 putative class members for the full amount of all their unpaid wages and overtime, with interest, plus
19 their reasonable attorneys' fees and costs.

20 155. Pursuant to California Labor Code § 1194.2, Plaintiff and putative class members
21 are also entitled to liquidated damages in an amount equal to the wages unlawfully unpaid and
22 interest thereon.

23 **ELEVENTH CAUSE OF ACTION**

24 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

25 156. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

26 157. Plaintiff and putative class members regularly worked greater than five (5) hours and
27 greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone
28 for a shift of more than five (5) hours without providing him or her with a meal period of not less

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1 than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with
2 a second meal period of not less than thirty (30) minutes.

3 158. Nurtur failed to provide Plaintiff and putative class members with meal periods as
4 required under the Labor Code. Because Nurtur did not consider Plaintiff and putative class
5 members employees, it did not provide the required meal periods for work periods exceeding five
6 (5) hours or ten (10) hours.

7 159. Moreover, Nurtur failed to compensate Plaintiff and putative class members with an
8 additional hour of pay at their regular rate of compensation for each day on which meal periods were
9 not provided or were inadequately provided, as required under Labor Code § 226.7.

10 160. Therefore, pursuant to Labor Code § 226.7, Plaintiff and putative class members are
11 entitled to damages in an amount equal to one (1) hour of pay at their regular rate of compensation
12 for each day on which meal periods were not provided or deficiently provided, in an amount to be
13 proven at trial.

14 **TWELFTH CAUSE OF ACTION**

15 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

16 161. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

17 162. Plaintiff and putative class members consistently worked consecutive four (4) hour
18 shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Plaintiff and putative class
19 members were entitled to paid rest breaks of not less than ten (10) minutes for each work period of
20 four (4) hours or major fraction thereof.

21 163. Nurtur failed to provide Plaintiff and putative class members with timely rest breaks
22 of not less than ten (10) minutes per work period of four (4) hours or major fraction thereof.

23 164. Moreover, Nurtur did not compensate Plaintiff and putative class members with an
24 additional hour of pay at each their regular rate of compensation for each day on which Nurtur failed
25 to provide them with adequate rest breaks, as required under Labor Code § 226.7.

26 165. Therefore, pursuant to Labor Code § 226.7, Plaintiff and putative class members are
27 entitled to damages in an amount equal to one (1) hour of pay at their regular rate of compensation
28 for each day worked without the required rest breaks, in an amount to be proven at trial.

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THIRTEENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

166. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

167. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

168. Nurtur failed to provide Plaintiff and putative class members with accurate itemized wage statements in writing, as required by the Labor Code because Nurtur did not consider them employees.

169. Nurtur's failure to comply with Labor Code § 226(a) was knowing and intentional in that Nurtur, prior to an alleged violation, has not adopted and is not in compliance with a set of policies, procedures, and practices that fully comply with Labor Code § 226.

170. As a direct and proximate cause of Nurtur's violation of Labor Code § 226(a), Plaintiff and putative class members suffered injury in that Nurtur failed to provide wage statements to Plaintiff and putative class members.

171. Pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff and putative class members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

FOURTEENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201, *et seq.*

172. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

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1 173. Plaintiff and putative class members are no longer employed by Nurtur; however,
2 Nurtur failed to pay Plaintiff and putative class members all wages due and certain at the time of
3 termination or within seventy-two (72) hours of resignation, in violation of Labor Code §§ 201, 202.

4 174. The wages withheld from Plaintiff and putative class members by Nurtur remained due
5 and owing for more than thirty (30) days from the date of separation of employment.

6 175. Nurtur’s failure to pay wages, as alleged above, was willful in that Nurtur knew wages
7 to be due but failed to pay them; this violation entitles Plaintiff and putative class members to
8 penalties under Labor Code § 203, which provides that an employee’s wages shall continue until
9 paid for up to thirty (30) days from the date they were due.

10 **FIFTEENTH CAUSE OF ACTION**

11 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699, et seq.**

12 176. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

13 177. Plaintiff brings this claim as a representative action on behalf of all current and former
14 aggrieved employees of Nurtur.

15 178. Plaintiff is an aggrieved employee as defined under Labor Code § 2699(c) in that she
16 suffered the violations alleged in this Complaint and was employed by the alleged violators, Nurtur.

17 179. Plaintiff seeks wages and penalties under Labor Code § 2699 for Nurtur’s violation
18 of all Labor Code provisions identified in this Complaint, including but not limited to Labor Code
19 sections 226, 226.7, 201, 202, 203, 204, 510, 512, 558, 558.1, 1182.12, 1194, 1194.2, 1197, and
20 Industrial Welfare Commission Wage Order 2-2001. These penalties shall be allocated as follows:
21 75 percent to the Labor and Workforce Development Agency (LWDA) and 25 percent to the affected
22 employees.

23 180. On or around June 9, 2020, Plaintiff gave written notice by online filing with the
24 LWDA and by certified mail to Nurtur of the specific Labor Code provisions alleged to have been
25 violated and paid the required filing fee. If the LWDA does not provide notice of its intent to
26 investigate the alleged violations of the Labor Code provisions listed in Labor Code § 2699.5 that
27 are identified in this Complaint within 65 calendar days of the postmark date of the aforesaid notice,
28 or if Nurtur does not cure the violations of all Labor Code provisions other than those listed in Labor

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1 Code § 2699.5 that are identified in this Complaint within 33 calendar days of the postmark date of
2 the aforesaid notice, Plaintiff will seek leave of this Court to file an amended complaint alleging
3 exhaustion of the statute’s pre-filing requirements.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff seeks judgment in her favor and damages against Nurtur based on
6 the following requested relief:

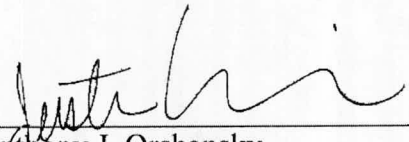
- 7 (a) Actual damages;
- 8 (b) Statutory damages;
- 9 (c) Punitive damages;
- 10 (d) Restitution;
- 11 (e) Declarative, equitable, and injunctive relief;
- 12 (f) Costs and reasonable attorneys’ fees;
- 13 (g) Pre- and post-judgment interest; and
- 14 (h) Such other and further relief as may be necessary, just, and proper.

15 **JURY DEMAND**

16 Plaintiff hereby demands a jury trial on all issues so triable.

17
18 DATED: July 9, 2020

COUNSELONE, PC

19
20 By 
 21 Anthony J. Orshansky
 22 Alexandria R. Kachadoorian
 23 Justin Kachadoorian

*Attorneys for Plaintiff Ashley Mays, on
behalf of herself and others similarly
situated*

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