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NURTUR, LLC; NURTUR LOS ANGELES, LLC  
7  
8

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 ASHLEY MAYS, on behalf of herself and  
other similarly situated,

12 Plaintiff(s),

13 v.  
14

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

17 Defendant(s).  
18  
19

Case No.:

**DEFENDANTS' NOTICE OF  
REMOVAL TO FEDERAL COURT  
PURSUANT TO 28 U.S.C. §§ 1332  
and 1441(b) (DIVERSITY  
JURISDICTION)**

District Judge: Hon.  
Magistrate Judge: Hon.

Complaint filed: July 10, 2020  
Trial date: Not Yet Assigned

20 TO THE CLERK AND HONORABLE JUDGE OF THE UNITED STATES  
21 DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:

22 **PLEASE TAKE NOTICE** that Defendants Nurtur, LLC ("Nurtur") and Nurtur  
23 Los Angeles, LLC ("Nurtur Los Angeles") (collectively, "Defendants"), without  
24 waiving their right to assert any and all applicable defenses, file this Notice of Removal  
25 in accordance with 28 U.S.C §§ 1332(a), 1441 and 1446 to remove this action from the  
26 California Superior Court for the County of Los Angeles to this Court. Defendants  
27 state the following in support of this Notice of Removal:

28 ///

1 **I. THE STATE COURT ACTION**

2 1. On July 10, 2020, Plaintiff Ashley Mays, on behalf of herself and others  
3 similarly situated (“Plaintiff”), filed a complaint against Defendants in Los Angeles  
4 County Superior in the matter entitled *Ashley Mays v. Nurtur, LLC; Nurtur Los*  
5 *Angeles, LLC; and Does 1 to 50, inclusive*, Case No. 20STCV26635 (the “State Court  
6 Action”). In accordance with 28 U.S.C. § 1446(a), a true and correct copy of the  
7 Complaint, summons, and all process and pleadings, which were deemed served upon  
8 Defendants in the State Court Action on August 12, 2020, are collectively attached  
9 hereto as **Exhibit A**.

10 2. Plaintiff alleges that, in connection with vocational education and training  
11 she and former students of the Aveda Institute of Los Angeles received, Defendants  
12 “falsely represented the quality of its [*sic*] educational programs and its [*sic*] job  
13 placement rate, among other things.” Specifically, Plaintiff’s shotgun pleading alleges  
14 the following causes of action against Defendants: (1) violation of Business and  
15 Professions Code §§ 17200, *et seq.*; (2) violation of Business and Professions Code §§  
16 17500, *et seq.*; (3) violation of Civil Code §§ 1750, *et seq.*; (4) breach of written  
17 contract; (5) breach of implied covenant of good faith; (6) intentional  
18 misrepresentation; (7) negligent misrepresentation; (8) concealment; (9) false promise;  
19 (10) failure to pay wages and overtime in violation of Labor Code §§ 510, 1182.12,  
20 1194, 1194.2, ‘and 1197; (11) failure to provide meal periods in violation of Labor  
21 Code § 226.7; (12) failure to provide rest periods in violation of Labor Code § 226.7;  
22 (13) failure to provide accurate, itemized wage statement in violation of Labor Code  
23 § 226(a); and (14) failure to pay all wages due upon termination in violation in violation  
24 of Labor Code §§ 201, *et seq.*<sup>1</sup> Plaintiff seeks an unspecified amount of actual  
25

26  
27 <sup>1</sup> Plaintiff asserts a fifteenth “cause of action” for “civil penalties pursuant to Labor  
28 Code §§ 2699, *et seq.*” however, this is not a cause of action or theory of liability, but  
rather a prayer for statutory penalties recoverable under Labor Code section 2699, *et*  
*seq.*

1 damages, statutory damages, punitive damages, restitution, costs of suit and reasonable  
2 attorneys' fees, pre- and post-judgment interest, and other, equitable relief.

3 3. This Court has diversity jurisdiction under 28 U.S.C. § 1332 because the  
4 parties to this action are citizens of different states and the amount in controversy  
5 exceeds \$75,000.

6 4. Defendants dispute Plaintiff's allegations, believe each of Plaintiff's  
7 causes of action lacks merit, and deny that Plaintiff or the putative class have been  
8 harmed in any way.

9 5. On August 12, 2020, the undersigned counsel filed Notices of Appearance  
10 on behalf of Defendants, at which point service of the State Court Action was deemed  
11 complete. (*See* Ex. A, Notices of Appearance.) This Notice of Removal is therefore  
12 timely pursuant to 28 U.S.C. § 1446(b).

13 6. No further proceedings have occurred in the State Court Action.

14 7. To the best of Defendants' knowledge, although fictitious "Doe"  
15 Defendants are listed on the Complaint, no other defendants have been properly named  
16 or served with the Complaint. For purposes of removal, "the citizenship of defendants  
17 sued under fictitious names shall be disregarded." 28 U.S.C. § 1441(b)(1).

18 **II. THIS COURT HAS ORIGINAL JURISDICTION OVER THIS ACTION**

19 8. The above-referenced action is a civil action for which this Court has  
20 original jurisdiction under the provisions of 28 U.S.C. § 1332, and is one that may be  
21 removed to this Court by Defendants pursuant to 28 U.S.C. § 1441.

22 9. Section 1441(a) provides, in relevant part, that "any civil action brought  
23 in a state court of which the district courts of the United States have original  
24 jurisdiction, may be removed by the defendant . . . to the district court of the United  
25 States for the district and division embracing the place where such action is pending."  
26 The County of Los Angeles is within this district and division.

1           **A. There is Complete Diversity of Citizenship.**

2           10. Further, this Court has original jurisdiction over this action under 28  
3 U.S.C. § 1332 because: (a) the parties to this action are citizens of different states; and  
4 (b) the amount in controversy exceeds \$75,000.

5                   ***i. There is Complete Diversity Between Plaintiff and Defendants.***

6           11. There is (and was at the time Plaintiff initiated the State Court Action)  
7 complete diversity between Plaintiff and Defendants.

8           12. A natural person is a citizen of the state in which he or she is domiciled.  
9 *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). A  
10 corporation, on the other hand, is deemed to be a citizen of any State in which it has  
11 been incorporated and of the State where it has its principal place of business. 28 U.S.C.  
12 § 1332(c)(1). A limited liability company takes on the citizenship of its owners or  
13 members. *Johnson v. Columbia Prop. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir.  
14 2006).

15           13. Plaintiff alleges that she is an individual residing in the State of California.  
16 (Ex. A, Complaint, ¶ 10.) Therefore, based on Plaintiff's Complaint, Defendants in  
17 good faith believe that Plaintiff was and is a citizen of the State of California when this  
18 action was filed in state court, at the time of removal, and at all other times throughout  
19 the pendency of this case, and is therefore a citizen of California within the meaning of  
20 28 U.S.C. § 1332(c)(1).

21           14. Defendants are, and were at the time of filing of this action, both limited  
22 liability companies organized under the laws of the State of Ohio with their principal  
23 places of business in Ohio, and were not and are not organized under the laws of the  
24 State of California. Nurtur Holdings LLC owns 100% of Nurtur. Patrick Thompson, an  
25 individual residing in the State of Ohio, is the majority member of Nurtur Holdings  
26 LLC, while the four minority members are individuals residing in the States of Ohio,  
27 Arkansas, Florida, and/or Illinois. (See Declaration of Patrick Thompson ¶¶ 1, 3.)  
28 Therefore, Nurtur is a considered to have citizenship in Ohio, Arkansas, Florida, and



1 Illinois, but was not and is not a citizen of California. As for Nurtur Los Angeles,  
 2 Thomas Hoffman and Mark Fallon, both of whom reside in Ohio, own the majority of  
 3 interests, with Nurtur Holdings LLC owning the minority of interests. (Thompson  
 4 Decl. ¶ 4.) As such, Defendants were not and are not citizens of California when this  
 5 action was filed in state court, at the time of removal, and at all other times throughout  
 6 the pendency of this case within the meaning of 28 U.S.C. § 1332(c)(1).

7 ***ii. The Amount in Controversy Exceeds \$75,000.***

8 15. As detailed below, the amount in controversy requirement is satisfied in  
 9 this case because the recoverable damages Plaintiff seeks exceed \$75,000.

10 16. 28 U.S.C. § 1332(a) provides, in relevant part, that “[t]he district courts  
 11 shall have original jurisdiction of all civil actions where the matter in controversy  
 12 exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between –  
 13 (1) citizens of different states . . . .”

14 17. Where a putative class action is removed based on diversity jurisdiction  
 15 under 28 U.S.C. § 1332, courts examine “only the claims of named class plaintiffs for  
 16 purposes of the amount-in-controversy requirement.” *Gonzalez v. Comenity Capital*  
 17 *Bank*, 2019 U.S. Dist. LEXIS 181977, at \*9 (E.D. Cal. Oct. 21, 2019) (internal citations  
 18 omitted).

19 18. The Ninth Circuit has “defined the amount in controversy as the ‘amount  
 20 at stake in the underlying litigation.’” *Gonzales v. CarMax Auto Superstores, LLC*, 840  
 21 F.3d 644, 648 (9th Cir. 2016) [quoting *Theis Research, Inc. v. Brown & Bain*, 400 F.3d  
 22 659, 662 (9th Cir. 2004)]; *see also Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413,  
 23 417 [explaining that the amount in controversy includes all amounts “at stake” in the  
 24 litigation at the time of removal, “whatever the likelihood that [the plaintiff] will  
 25 actually recover them”]. In other words, it is “an estimate of the total amount in  
 26 dispute, not a prospective assessment of the defendant’s liability.” *Lewis v. Verizon*  
 27 *Communs., Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (citation omitted). “In that sense,  
 28 the amount in controversy reflects the *maximum* recover the plaintiff could reasonably

1 recover.” *Arias v. Residence Inn by Marriot*, 936 F.3d 920, 927 (9th Cir. 2019) [citing  
2 *Chavez*, 888 F.3d at 417] (emphasis in original).

3 19. “Where . . . it is unclear or ambiguous from the face of a state-court  
4 complaint whether the requisite amount in controversy is pled, the removing defendant  
5 bears the burden of establishing, by a preponderance of the evidence, that the amount  
6 in controversy exceeds the jurisdictional threshold.” *Fritsch v. Switch Transportation*  
7 *Co. of Arizona, LLC*, 899 F.3d 785, 793 (9th Cir. 2018) [quoting *Urbino v. Orkin Servs.*  
8 *of Cal., Inc.*, 726 F.3d 1118, 1121–22 (9th Cir. 2013) (internal quotations omitted)].

9 20. In assessing the amount in controversy, the Court may consider  
10 allegations in the complaint and each type of damages prayed for by Plaintiff. *See*  
11 *Gonzalez*, 2019 U.S. Dist. LEXIS 181977, at \*11–12.

12 *1. The Amount in Controversy Includes Statutory Damages and*  
13 *Penalties under the California Labor Code.*

14 21. Plaintiff alleges Defendants violated California Labor Code provisions  
15 that specify damages and maximum penalties. For example, Plaintiff alleges:

16 Pursuant to Labor Code §§ 226.7, Plaintiff and the putative class  
17 members are entitled to damages in an amount equal to one (1)  
18 hour of pay at their regular rate of compensation for each day on  
which meal periods were not provided or deficiently provided, in  
an amount to be proven at trial.

19 [P]ursuant to Labor Code § 226.7, Plaintiff and the putative class  
20 members are entitled to damages in an amount equal to one (1)  
21 hour of pay at their regular rate of compensation for each day  
worked without the required meal breaks, in an amount to be  
proven at trial.

22 Pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff and the  
23 putative class members are entitled to recover the greater of  
24 actual damages or fifty dollars (\$50) for the initial pay period in  
which the violation occurs and one hundred dollars (\$100) for  
each violation in a subsequent pay period, not exceeding a  
penalty of four thousand dollars (\$4,000).

25 Nurtur’s failure to pay wages . . . entitles Plaintiff and the  
26 putative class members to penalties under Labor Code § 203,  
27 which provides that employee’s wages shall continue until paid  
up to thirty (30) days from the date they were due.

28 Plaintiff seeks wages and penalties under Labor Code § 2699 for  
Nurtur’s violation of the Labor Code provisions . . . and

1 Industrial Welfare Commission Wage Order 2–100. These  
2 penalties shall be allocated as follows: 75 percent to the Labor  
3 and Workforce Development Agency (LWDA) and 25 percent  
4 to the affected employees.

5 (Ex. A, Complaint, at ¶¶ 160, 165, 171, 175, 179.)

6 22. The use of maximum statutory penalties in jurisdictional amount in  
7 controversy calculations was addressed in *Korn v. Polo Ralph Lauren Corp.*, 536 F.  
8 Supp. 2d 1199 (E.D. Cal. 2008), which held that the maximum penalty is properly  
9 included in the amount in controversy because the plaintiff alleged that he and every  
10 other class member was entitled “to civil penalties in amounts up to one thousand  
11 dollars (\$1,000) per violation” and had not “stipulate[ed] that he [would] demand less  
12 than the maximum civil penalty.” *Id.* at 1205. In short, the United States District Court  
13 for the Eastern District of California found that “[w]here the statutory maximum is  
14 specified, courts may consider the maximum statutory penalty available in determining  
15 whether the jurisdictional amount in controversy requirement is met,” and that a  
16 plaintiff “cannot avoid satisfaction of the amount in controversy by arguing the class  
17 plaintiffs *may* be awarded less than the statutory maximum.” *Id.* at 1206, n. 4 (emphasis  
18 in original).

19 23. Accordingly, this Court may properly include the maximum statutory  
20 penalty of \$4,000 alleged by Plaintiff in Paragraph 171 of the Complaint in calculating  
21 the amount in controversy.

22 24. Additionally, while Defendants dispute Plaintiff or the putative class  
23 members were employees entitled to wages, for the sole purpose of calculating the  
24 “amount at stake” to establish diversity jurisdiction only, Defendants assert that if  
25 Plaintiff were entitled to receive the 2019 California minimum wage of \$12.00 per hour  
26 over the 600 hour Full-Time Esthetician Program (*see* Ex. A, Complaint, at ¶¶ 16–17),  
27 she will claim at least \$7,200 in unpaid wages during the Program alone.

28 25. Further, Plaintiff claims she is entitled to wages “up to thirty (30) days  
from the date they were due” under Labor Code section 203. (Ex. A, Complaint, at ¶

1 175.) Therefore, Defendants anticipate Plaintiff will seek an additional \$2,880 in  
2 unpaid wages for the thirty days following her successful completion of the Program  
3 (calculated at \$12.00 per hour x 8 hours per day x 30 days).

4 26. Plaintiff further requests statutory damages for unpaid meal and rest  
5 periods on the days she attended the Full-Time Esthetician Program. (Ex. A,  
6 Complaint, at ¶¶ 160, 165.) Upon information and belief, Plaintiff enrolled in the  
7 Tuesday-Thursday-Saturday, Full-Time Esthetician Program, which is a 21-week  
8 program. (Thompson Decl. ¶ 5.) Accordingly, Defendants anticipate Plaintiff will seek  
9 a minimum of \$756 in unpaid meal periods (calculated at \$12 per hour x 1 missed meal  
10 period per day 3 days per week x 21 weeks) and \$1,512 in unpaid rest breaks (\$12 per  
11 hour x 2 missed rest periods per day x 3 days per week x 21 weeks).

12 27. Therefore, there is at least \$16,348 “at stake” in connection with  
13 Plaintiff’s tenth, eleventh, twelfth, thirteenth, fourteenth and fifteenth causes of action  
14 under the California Labor Code.

15 2. The Amount in Controversy Includes Restitution, Punitive  
16 Damages, and Attorneys’ Fees.

17 28. Plaintiff claims the total cost for the esthetician program is \$16,007.25.  
18 (Ex. A, Complaint, at ¶ 25.) Therefore, Defendants anticipate Plaintiff will seek at least  
19 \$16,007.25 in restitution.

20 29. While Defendants dispute punitive damages are warranted in this case,  
21 Plaintiff also claims punitive damages pursuant to California Civil Code section 1782.  
22 (Ex. A, Complaint, at ¶¶ 97–98.) While there is no maximum sum, punitive damages  
23 typically range from one to four times the amount of actual damages. *See Perez v.*  
24 *CarMax Auto Superstores Cal., LLC*, 2014 U.S. Dist. LEXIS 11130, at \* 4–5 (S.D.  
25 Cal. Jan. 28, 2014) [citing *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408,  
26 425 (2003)].

27 30. Here, Plaintiff seeks a minimum of \$32,355.25 in statutory and  
28 restitutionary damages. Additionally, Plaintiff seeks punitive damages in an amount up

1 to four times her actual damages, or up to \$129,421.00 in punitive damages. Therefore,  
2 Defendants assert in good faith that the total amount “at stake” for Plaintiff’s claims  
3 alone exceeds \$75,000.

4 31. Finally, “where the law entitles the plaintiff to recover reasonable attorney  
5 fees, a reasonable estimate of fees likely to be incurred to resolution is part of the  
6 benefit permissibly sought by the plaintiff and thus contributes to the amount in  
7 controversy.” *See Brady v. Mercedes-Benz USA, Inc.*, 243 F. Supp. 2d 1004, 1009  
8 (N.D. Cal. 2002).

9 32. As demonstrated above, the minimum amount in controversy is more  
10 likely than not already satisfied without an analysis of a reasonable estimate of  
11 attorneys’ fees. However, should there be any doubt or should Plaintiff argue  
12 otherwise, an analysis of a recoverable estimate of fees to be incurred through  
13 resolution of this matter further demonstrate that the minimum jurisdictional amount is  
14 satisfied. *See, e.g., Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D.  
15 Cal. Mar. 20, 2015) [awarding Plaintiff \$250,000 in attorneys’ fees and \$21,747.28 in  
16 litigation costs in a wage and hour class suit alleging an employer failed to implement  
17 compliant meal and rest period policies].

18 33. Consequently, this Court has original diversity jurisdiction over this  
19 matter pursuant to 28 U.S.C. § 1332, because the matter in controversy exceeds the  
20 sum of \$75,000, exclusive of interest and costs, and is between citizens of different  
21 states.

22 **B. Alternatively, the Class Action Fairness Act of 2005 Confers Original**  
23 **Jurisdiction Over This Class Action.**

24 34. The Class Action Fairness Act of 2005 (“CAFA”) provides that a federal  
25 district court shall have original jurisdiction of any civil class action in which (1) there  
26 are 100 or more members in the proposed class; (2) any member of the proposed class  
27 is a citizen of a State different from any defendant; and (3) the amount in controversy  
28

1 exceeds \$5,000,000 in the aggregate, exclusive of interest and costs. 28 U.S.C.  
2 § 1332(d).

3 35. CAFA defines the term “class action” as “any civil action filed under Rule  
4 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial  
5 procedure authorizing an action to be brought by one or more representative persons  
6 as a class action.” 28 U.S.C. § 1332(d)(1)(B).

7 36. The State Court Action was filed as a State court class action pursuant to  
8 California Code of Civil Procedure section 382 (*see* Ex. A, Complaint, at ¶ 62.), which  
9 provides that “when the question is one of common or general interest, of many  
10 persons, or when the parties are numerous, and it is impracticable to bring them all  
11 before court, one or more may sue or defend for the benefit of all.” Cal. Code Civ. Proc.  
12 § 382. Therefore, the State Court Action falls within the definition of a class action  
13 under CAFA.

14 *i. Plaintiff’s Definition of the Class Consists of 100 or More Class*  
15 *Members.*

16 37. Plaintiff does not identify a precise number of putative class members, but  
17 alleges that she “estimates that the classes include *hundreds of members*” and  
18 “[t]herefore it is reasonable that the class members are so numerous that joinder is  
19 impracticable. . . .” (Ex. A, Complaint, at ¶ 65 (emphasis added).) Based on the face  
20 of the Complaint, this action satisfies the first prong of CAFA jurisdiction requiring a  
21 class consisting of 100 or more members.

22 *ii. There is Minimal Diversity of Citizenship.*

23 38. CAFA jurisdiction also requires at least minimal diversity of citizenship—  
24 that is, if any member of the proposed class is a citizen of a different State than that of  
25 any defendant. 28 U.S.C. § 1332(d)(2).

26 39. As explained above, CAFA’s minimal diversity of citizenship  
27 requirement is satisfied because Plaintiff alleges she is a citizen of California and  
28 Defendants are citizens of Ohio. (*See supra* ¶¶ 13–14.)



1           40. Consequently, this action satisfies the second prong of CAFA jurisdiction  
2 requiring minimal diversity of citizenship.

3                           *iii. The Aggregated Amount in Controversy for the Putative Class*  
4                           *Members' Claims Exceeds \$5,000,000.*

5           41. The third prong of CAFA jurisdiction requires that the claims of the  
6 individual class members, when aggregated, exceed \$5,000,000, exclusive of interests  
7 and costs. 28 U.S.C. § 1332(d)(6).

8           42. In *Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547 (2014),  
9 the Supreme Court explained the standard for pleading the amount in controversy for  
10 a removal based on CAFA jurisdiction:

11                           [W]hen a plaintiff invokes federal-court jurisdiction, the  
12 plaintiff's amount-in-controversy allegation is accepted if made  
13 in good faith. [Citations]. Similarly, when a defendant seeks  
14 federal court adjudication, the defendant's amount-in-  
15 controversy allegation should be accepted when not contested by  
16 the plaintiff or questioned by the court.

17                           [...] In sum, as specified in § 1446(a), a defendant's notice of removal  
18 need only include a plausible allegation that the amount in  
19 controversy exceeds the jurisdictional threshold. Evidence  
20 establishing the amount is required by § 1446(c)(2)(B) only  
21 where the plaintiff contests, or the court questions, the  
22 defendant's allegation.

23           *Id.* at 554–54.

24           43. While Defendants dispute Plaintiff and/or the putative class members are  
25 entitled to bring this action or entitled to the relief prayed for therein, for the sole  
26 purpose of determining the aggregate amount Plaintiff placed in controversy in the  
27 State Court Action, Defendants assert that amount at stake when aggregating all  
28 putative class members' potential claims exceeds \$5,000,000.

29           44. For example, Plaintiff alleges she and the putative class members are  
30 entitled to restitution, among other relief. (Ex. A, Complaint, Prayer for Relief, at ¶ d.)  
31 Plaintiff further alleges the total cost of the esthetician program is \$16,007.25 and the  
32 total cost of the cosmetology program is \$27,748.05. (See Ex. A, Complaint, at ¶ 25.)



1           45. Based on Plaintiff's allegation that the putative class contains "hundreds  
2 of members" (Ex. A, Complaint, at ¶ 65), and when aggregating the individual putative  
3 class members' potential claims for restitution, unpaid wages, statutory damages,  
4 punitive damages, and reasonably attorneys' fees and costs, the amount in controversy  
5 is met.

6           46. Therefore, this action satisfies the third and final prong of CAFA  
7 jurisdiction.

### 8 **III. VENUE IS PROPER IN THIS COURT**

9           47. The place where Plaintiff filed the State Court Action, the California  
10 Superior Court for the County of Los Angeles, is located within and served by the  
11 Central District of California. *See* 28 U.S.C. § 84(a). Therefore, venue is proper in this  
12 Court pursuant to 28 U.S.C. §1446(a).

### 13 **IV. WRITTEN NOTICE OF REMOVAL**

14           48. Consistent with 28 U.S.C. § 1446(d), written notice of the filing of this  
15 Notice of Removal and true and correct copies of all process, pleadings, and orders  
16 served upon Defendants in the State Court Action are being served on counsel for  
17 Plaintiff, and a copy of this Notice of Removal is being filed with the Clerk of the  
18 Superior Court, in and for the county of Los Angeles.

19           49. No previous application has been made for the removal noticed herein.

20           50. This Notice of Removal is being filed without prejudice to the objections  
21 and defenses of Defendants.

### 22 **V. RESERVATION OF RIGHTS**

23           51. Defendants deny the allegations contained in Plaintiff's Complaint.  
24 Defendants file Notice of Removal without waiving any defenses, objections,  
25 exceptions, or obligations that may exist in their favor in either state or federal court.

26           52. Further, in making the assertions in this Notice of Removal, Defendants  
27 do not concede in any way that Plaintiff has alleged causes of action upon which relief  
28

1 can be granted, that the allegations or inferences drawn therefrom are accurate, or that  
2 she and/or the putative class are entitled to recover any amounts sought.

3 53. Defendants also do not concede that class certification is appropriate, that  
4 the class definition is appropriate, or that Plaintiff is representative of the putative class.  
5 Defendants reserve the right to challenge class certification and the putative class at the  
6 appropriate time.

7 54. Defendants further reserve the right to amend or supplement this Notice  
8 of Removal as appropriate.

9 WHEREFORE, Defendants respectfully request removal of this action, now  
10 pending in the Superior Court of California for the County of Los Angeles, to the  
11 United States District Court for the Central District of California for all purposes,  
12 including trial.

13 Respectfully submitted,  
14 Dated: September 11, 2020 DINSMORE & SHOHL LLP

15  
16 By: /s/Shelby K. Kroeger  
17 SHELBY K. KROEGER  
DILLON D. CHEN

18 Attorneys for Defendants  
19 NURTUR, LLC; NURTUR LOS  
20 ANGELES, LLC  
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**CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that on September 11, 2020, a true copy of this document was served by electronic mail upon all registered CM/ECF users, and by United States Postal Service upon all non-registered CM/ECF users in this case as indicated below:

Alexandria Kachadoorian  
Justin Kachadoorian  
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**Attorney for Plaintiff**

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

/s/ Shelby Kroeger

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**FILED**  
 Superior Court of California  
 County of Los Angeles

JUL 10 2020

Sherri R. Carter, Executive Officer/Clerk  
 By Steven Drew, Deputy  
 Steven Drew

7 Attorneys for Plaintiff ASHLEY MAYS, on behalf of herself and  
 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,

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.

Case No.

**20STCV26635**

**CLASS ACTION COMPLAINT FOR:**

- (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**

20 CLASS ACTION COMPLAINT AND JURY DEMAND



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 esthiology 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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**PARTIES**

Exhibit A, page 23



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

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

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

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

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

25. Nurtur’s programs are not cheap. The total cost for Nurtur’s cosmetology program is \$27,748.05 and the total cost for its esthetician program is \$16,007.25.<sup>13</sup>

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

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

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

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

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

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

<sup>9</sup> <https://aveda.edu/why-aveda/>

<sup>10</sup> <https://aveda.edu/why-aveda/>

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

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

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

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."<sup>14</sup>

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.<sup>15</sup>  
27 Accreditation is also required under California law. *See* Cal. Educ. Code § 94890.

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

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



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

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

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

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

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

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

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

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

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

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<sup>16</sup> *See* NACCAS 2019 Handbook, Section 1.5(a)(7).

<sup>17</sup> *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).

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

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

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

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.<sup>21</sup> 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.<sup>22</sup>

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,<sup>23</sup> instructors did not supervise these operations, or  
18 provide instruction or evaluation either before or after the operations.<sup>24</sup>

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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25 ///

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

27 <sup>22</sup> *Id.*

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

28 <sup>24</sup> 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."). \_



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,<sup>25</sup> 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.

27 ///

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

07/16/2020

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

### **CLASS ALLEGATIONS**

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

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

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

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

#### **A. Numerosity**

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

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

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

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



**B. Common Questions Predominate**

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

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

**C. Typicality**

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

///



1           **D. Adequacy**

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

5           **E. Superiority of Class Action**

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

17                                   **FIRST CAUSE OF ACTION**

18                   **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW,**

19                   **BUS. & PROF. CODE SECTION 17200, *et seq.* (THE "UCL")**

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

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

25           72. The UCL prohibits any unlawful, unfair, or fraudulent business act or practice. The  
26 UCL defines unfair business competition to include any "unlawful, unfair or fraudulent" act or  
27 practice, as well as an "unfair, deceptive, untrue or misleading" advertising. Cal Bus. & Prof Code  
28 § 17200. A business practice need only meet one of the three criteria to be considered unfair

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.



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

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.

07/16/2020



**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).

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

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

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

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

#### **FOURTH CAUSE OF ACTION**

##### **BREACH OF WRITTEN CONTRACT**

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

100. Plaintiff and each student entered into contracts with Nurtur whereby Nurtur promised to provide quality instruction in accordance with regulatory requirements in exchange for a substantial tuition.<sup>29</sup>

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

<sup>29</sup> See NACCAS 2019 Handbook, Policy IV.03 (stating "[a] contractual relationship exists between an institution and 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.").



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



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.

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.

07/16/2020



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

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.

28 ///



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

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.



1 **THIRTEENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 226(a)**

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

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

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

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

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

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

25 **FOURTEENTH CAUSE OF ACTION**

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

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

28 ///

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

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

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

### **FIFTEENTH CAUSE OF ACTION**

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

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

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

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

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

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



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

**PRAYER FOR RELIEF**

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

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

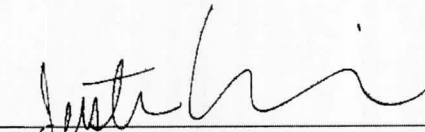
**JURY DEMAND**

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

DATED: July 9, 2020

COUNSELONE, PC

By

  
Anthony J. Orshansky  
Alexandria R. Kachadoorian  
Justin Kachadoorian

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

**DECLARATION OF PLAINTIFF ASHLEY MAYS  
PURSUANT TO CAL. CIVIL CODE § 1780(d)**


I, Ashley Mays, declare:

1. I am over 18 years of age and a named plaintiff in this action. I have personal knowledge of the facts herein, and if called upon to testify to the information contained in this Declaration, I could and would competently do so.

2. The transaction that is the subject of this lawsuit occurred in Los Angeles County, State of California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 06 / 19 / 2020

By:   
Ashley Mays

07/16/2020



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Nurtur's Aveda Institute L.A. 'Little More Than a Diploma Mill' for Cosmetology Students](#)

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