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County of San Diego
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Clerk of the Superior Court
By Alina Garcia, Deputy Clerk

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Attorneys for Named Plaintiff JULIANA RECINO and Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

Case No: 37-2023-00011786-CU-FR-CTL

JULIANA RECINO, on behalf of
herself and all others similarly
situated;

Plaintiff,

v.

AYA HEALTHCARE, INC., a,
California Corporation; AYA
HEALTHCARE SERVICES, INC., a
California Corporation; and DOES 1
through 50, Inclusive,

Defendants.

**PLAINTIFF’S CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

Plaintiff JULIANA RECINO, by and through her attorneys, brings this action on behalf of herself and all other similarly situated against Aya Healthcare, Inc. and Aya Healthcare Services, Inc. (collectively hereinafter “Defendant Aya”) and Does 1 through 50, inclusive. Plaintiff hereby alleges, on information and belief, except as those allegations which pertain to the named Plaintiff, which allegations are based on personal knowledge, as follows:

NATURE OF THE ACTION

1. This is a consumer class action that arises out of Defendant Aya’s deceptive advertising and marketing of its identity and recruiting services (the “Challenged Service”).

1 sues these Defendants by fictitious names. Plaintiff will amend this Complaint to
2 show their true names and capacities when they have been ascertained. Each of the
3 Doe Defendants is responsible in some manner for the conduct alleged herein.

4 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

5 13. Defendant Aya’s deceptive strategies regarding the verity of its identity
6 exist at various stages of its marketing scheme. In addition to expressly advertising
7 false claims about the number of available jobs to which has access, Defendant Aya
8 also misleads consumers about being the largest travel nursing agency and
9 misrepresents the breath of its available jobs by regularly advertising nursing jobs
10 without authorization. Hence, when an individual sees a job listed on Defendant
11 Aya’s website , Defendant Aya cannot truly staff that job or place a travel nurse in
12 the advertised position because Defendant Aya has not actually been authorized by
13 the employing hospital to post the position. That is, Defendant Aya is not genuinely
14 staffing any job, nor acting as a true nurse agency. To cover up this deceptive tactic,
15 Defendant Aya recruiters will tell individual consumers statements such as “if you
16 see a job posting on our website, and we don’t have a contract for it, we’ll make it
17 happen,” thereby admitting that Defendant Aya posts job contracts without
18 authorization.

19 14. The California legislature has expressly enacted correlative regulations
20 that prohibit such conduct in the context of food delivery applications. (*See* the “Fair
21 Food Delivery Act,” which bans food delivery applications from acting as an
22 intermediary or posting restaurants’ menus without prior authorization.) Accordingly,
23 even though the Fair Food Delivery Act pertains to a different industry, it provides
24 critical guidance here and demonstrates that State legislature recognizes that Plaintiff
25 and Class Members have suffered a legal injury here due to Defendant Aya’s
26 misconduct of advertising medical facilities’ vacancies without the hospitals’
27 authorization.

1 15. Even when Defendant Aya manages to post a job it is authorized to list
2 on its website, Defendant Aya often lies about the employment opening’s salary. As
3 evidenced by Plaintiff’s interactions with recruiters of Defendant Aya, Defendant Aya
4 deliberately advertises job salaries in a false manner. In at least once instance, after
5 Plaintiff submitted her application, Defendant. Aya’s recruiters informed her that the
6 salary had been incorrectly advertised. Yet, even after telling Plaintiff about the
7 updated salary, Defendant Aya failed to correct the mistake on its advertisements and
8 websites. Also, Defendant Aya’s failure to know the correct salary of a job opening
9 further shows that Defendant Aya is not a true staffing agency; A genuine staffing
10 agency should know and reasonably be expected to know the geographical location
11 and salary associated with its jobs postings. (add into passage about recruiting agency)

12 16. Moreover, Defendant Aya’s interview requirements further demonstrate
13 that the entity is not a staffing agency. Defendant Aya’s so-called interview process
14 consists of a self-reporting questionnaire and three questions being communicated
15 through a robocall. That is, a prospective employee consumer receives a robocall that
16 automatically asks three questions, none of which have anything to do with the job
17 position. Usually, before the individual can finish saying his/her answer, Defendant
18 Aya’s robocall system cuts the person off from completing a response. Overall, it is
19 clear that the robocall questions are arbitrary and have no impact on the so-called
20 hiring process. Instead, Defendant Aya is administering them the trick consumers into
21 thinking that Defendant Aya is a true staffing company that works with hospitals to
22 place traveling nurses in job positions.

23 17. The timing of when Defendant Aya chooses to disclose the truth about
24 salary affirms that Defendant Aya engages in bait-and-switch tactics. Defendant Aya
25 will purposely misrepresent the salaries of available jobs to be higher than they truly
26 are, as a way to lure consumers into applying for the position. Only after someone has
27 shown interest in the job, submitted his/her application, and undergone the interview
28 process will Defendant Aya disclose the truth about the job opening’s wages being

1 lower. For example, if a hospital is seeking a nurse and willing to \$3,000.00 per week
2 for the candidate, Defendant Aya will knowingly advertise the job for \$3300.00, and
3 only tell prospective candidates about the salary actually being \$3,000.00 weekly
4 *after* the candidates have completed the application process. Thus, Defendant Aya
5 requires the consumer to commit to a lengthy process of providing confidential
6 information before doing the bait and switch. Notably, the Federal Trade Commission
7 (FTC) has found marketing schemes with such compounded tactics, which entail
8 obligating a person to provide sensitive data as pre-requisite before the seller’s bait-
9 and-switch, to be deceptive and actionable misconduct. See
10 [https://www.ftc.gov/news-events/news/press-](https://www.ftc.gov/news-events/news/press-releases/2022/03/ftc-sues-intuit-its-deceptive-turbotax-free-filing-campaign) *releases/2022/03/ftc-sues-intuit-its-*
11 *deceptive-turbotax-free-filing-campaign*. (last visited Mar. 21, 2023).

12 18. When a reasonable consumer sees a business and or service identified as
13 a “recruiting agency,” s/he reasonably expect that the business will perform the
14 functions of a recruiting agency, including: have authority to advertise the jobs it is
15 telling consumers about, and know accurate details about the employment vacancy’s
16 salary and location. Additionally, when a reasonable consumer sees a business
17 advertised as a recruiting agency, s/he will conclude that the application process the
18 business implements is a genuine step of the job opening’s application process. As
19 detailed above and asserted herein, Defendant Aya failed to fulfill any of the functions
20 it misled reasonable consumers into believing Defendant Aya provided.

21 19. Hence, Defendant Aya’s marketing scheme for the Challenged Service is
22 likely to deceive members of the public. *Bank of the W. v. Superior Ct.*, 2 Cal. 4th
23 1254, 1267 (1992)(citation omitted); see also *Williams v. Gerber Prods. Co.*, 552 F.3d
24 934, 938 (9th Cir. 2008). Likewise, Defendant Aya’s advertising of the Challenged
25 Service will mislead and confuse members of the public, and also has the capacity
26 and likelihood and tendency to deceive and confuse consumers, based on perspective
27 of an “ordinary consumer acting reasonably under the circumstances.” *Kasky v. Nike,*
28 *Inc.*, 27 Cal. 4th 939, 951 (2002)(internal quotation marks omitted); see also *Williams,*

1 552 F. 3d at 938; see also *Colgan v. Leatherman Tool Grp., Inc.*, 135 Cal. App. 4th
2 663, 682 (2006) (internal quotation marks omitted); see also *Moore v. Mars Petcare*
3 *US*, 966 F.3d 1007 1017-18 (9th Cir. 2002).

4 20. Defendant Aya’s false advertising of the Challenged Service constitutes
5 at least seven different types of violations under the CLRA. Defendant Aya’s actions
6 and deceptive marketing of the Challenged Service violate sections 1770 (a)(1),
7 1770(a)(2), 1770(a)(3), 1770(a)(4),(a)(5), (a)(7), (a)(9) and (a)(16) of the CLRA. As
8 a direct and proximate result of Defendant Aya’s noncompliance with the CLRA,
9 members of the Class retained services and gave Defendant Aya personal data that
10 they otherwise would not have. Hence, Plaintiff and class members are entitled to
11 restitution of monies in an amount to be determined at trial, as well as injunctive relief.

12 21. Plaintiff is a consumer as defined under the CLRA.

13 22. The CLRA applies to situation in which the defendant “intended for a
14 transaction to result.” Here, had Plaintiff completed her transaction with Defendant
15 Aya and accepted one of the hospital nursing positions with which Defendant Aya
16 had assisted, Defendant Aya would have reaped profit in multiple ways; the recruiter
17 that had been assigned to work with Plaintiff would have earned a commission. Also,
18 Defendant Aya would have received payment from the healthcare facility where it
19 placed Plaintiff. Overall, given Defendant Aya’s profit structure, the defendant
20 corporation and its recruiters unquestionably had incentives to deceive consumers like
21 Plaintiff, to lie to her about salaries, and trick her into taking one of its advertised
22 jobs. Regardless of how little Plaintiff earned, as long as she accepted a job,
23 Defendant Aya would profit. Consequently, Defendant Aya purposely designed its
24 marketing campaigns and procedures specifically to mislead consumers and trick
25 nursing candidates into relying on Defendant Aya as the intermediary and accepting
26 jobs through Defendant Aya.

27 23. Even though Plaintiff did not pay any sum of money upfront to Defendant
28 Aya, she was exposed to various harms and suffered economic injuries as a result of

1 Defendant Aya's misrepresentations. By advertising jobs that it was not authorized to
2 market and for which it did not have contracts, Defendant Aya tricked Plaintiff into
3 sharing her confidential data and sensitive personal information, and compromised
4 her privacy. As affirmed by relevant Ninth Court decisions, courts have found that
5 such compromises to privacy constitute sufficient injury and satisfy the elements of
6 standing. *Krottner v. Starbucks Corp.*, 628 F.3d 1139 (9th Cir. 2010). Also, by lying
7 to Plaintiff about having contracts for jobs that it actually did not authority to post or
8 fill, Defendant Aya caused Plaintiff to lose potential employment because it impeded
9 Plaintiff from applying with the agencies that actually had the contracts and could
10 have genuinely helped Plaintiff apply for the position.

11 24. Plaintiff reasonably relied on Defendant Aya's advertising of the
12 Challenged Service. Plaintiff relied on Defendant Aya's advertising and advertising
13 scheme for the Challenged Service, without knowledge of the fact that Defendant Aya
14 was lying about the Challenged Services' identity and purported benefits. Defendant
15 Aya knows or has reason to know that consumers like Plaintiff would find the
16 challenged attributes important in their decision to retain the Challenged Service.
17 Likewise, Defendant Aya knew or should have known that the false advertising
18 scheme it perpetuated for the Challenged Service entails misrepresentations about
19 facts, traits and characteristics that are material to a reasonable consumer. Plaintiff
20 would not have relied upon or retained the Challenged Service from Defendant Aya
21 if she had known that the advertising as described herein was false, misleading and
22 deceptive. All members of the putative class were exposed to Defendant Aya's
23 deceptive marketing of the Challenged Service. Defendant Aya's false and misleading
24 statements and omissions tricked Plaintiff and the putative Class and subjected them
25 all the numerous legal and monetary injuries. If Defendant Aya advertised and
26 marketed the Challenged Service accurately, Plaintiff would consider using it in the
27 future.

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1 and further reserve the right to only seek class certification for injunctive relief and
2 not to seek class certification for monetary damages.

3 28. This action is properly brought as a class action for the following reasons:

- 4 (a) The members in the proposed class, which contains no less than one thousand
5 members and based on good information and belief is comprised of several
6 thousands of individuals, are so numerous that individual joinder of all
7 members is impracticable and disposition of the class members' claims in a
8 single class action will provide substantial benefits to the parties and Court,
9 and is in the best interests of the parties and judicial economy.;
- 10 (b) The disposition of Plaintiff's and proposed class members' claims in a class
11 action will provide substantial benefits to the parties and the Court;
- 12 (c) Plaintiff's claims are typical of the claims of the members of the proposed
13 class. Plaintiff and all class members have been injured by the same wrongful
14 practices of Defendant Aya. Plaintiff's claims arise from the same practices
15 and conduct that gives rise to the claims of all class members and are based
16 on the same legal theories;
- 17 (d) Plaintiff will fairly and adequately protect the interests of the proposed class
18 in that they have no interests antagonistic to those of the other proposed class
19 members, and Plaintiff has retained attorneys experienced in consumer class
20 actions and complex litigation as counsel;
- 21 (e) The proposed class is an ascertainable and there is a well-defined community
22 of interest in the questions of law or fact alleged herein since the rights of each
23 proposed class member were infringed or violated in the same fashion;
- 24 (f) Questions of law and fact common to the class predominate over any questions
25 affecting only individual class members. There are questions of law and fact
26 common to the proposed class which predominate over any questions that may
27 affect particular class members. Such questions of law and fact common to
28 Plaintiff and the class include, without limitation:

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- i. Whether Class Members suffered an ascertainable loss as a result of Defendant Aya’s misrepresentations;
- ii. Whether, as a result of Defendant Aya’s misconduct alleged herein, Plaintiff and the Class Members are entitled to restitution, injunctive relief, and or/monetary relief, and if so, the amount and nature of such relief;
- iii. Whether Defendant Aya made any statement it knew or should have known was false or misleading;
- iv. Whether the utility of Defendant Aya’s practices, if any, outweighed the gravity of the harm to its victims;
- v. Whether Defendant Aya’s conduct violated public policy, included as declared by specific constitutional, statutory or regulatory provisions;
- vi. Whether Defendant Aya’s conduct violated the UCL;
- vii. Whether Defendant Aya’s conduct violated the CLRA;

(g) Plaintiff knows of no difficulty that will be encountered in the management of this litigation which would preclude its maintenance as a class action. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims, respectively, is impracticable. Requiring each individual class member to file an individual lawsuit would unreasonably consume the amounts that may be recovered. Even if every Class Member could afford individual litigation, the adjudication of tens of thousands of claims would be unduly burdensome to the courts. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual issues. By contrast the conduct of this action as a class action, with respect to some or all of the issues presented herein, presents

1 no management difficulties, conserves the resources of the parties and of the
2 court system, and protects the rights of the Class Members. Plaintiff
3 anticipates no difficulty in the management of this action as a class action. The
4 prosecution of separate actions by individual Class Members may create a risk
5 of adjudications with respect to them that would, as a practical matter, be
6 dispositive of the interests of the other Class Members not parties to such
7 adjudications or that would substantially impair or impede the ability of such
8 non-party Class members to protect their interests.

9 (h) Defendant Aya has or has access to, address information for the Class
10 Members, which may be used for the purpose of providing notice of the
11 pendency of this class action. Defendant Aya is an especially bolstered
12 position to access Class Members' contact information because all affected
13 individuals had to and must provide their names and contact information to
14 Defendant Aya as part of its initial sign-up process.

15 (i) Plaintiff seeks damages and equitable relief on behalf of the proposed class
16 on grounds generally applicable to the entire proposed class.

17 **FIRST CAUSE OF ACTION**

18 **Common Law Fraud**

19 29. Plaintiff and the Class re-allege and incorporate by reference the
20 allegations contained in the paragraphs above as if fully set forth herein. Plaintiff
21 brings this class individually and on behalf of the members of her proposed Class.

22 30. As discussed above, Defendant Aya provided Plaintiff and the Class
23 Members with false or misleading material information and failed to disclose material
24 facts about the Challenged Service, including but not limited to the fact that the
25 Challenged Service failed to provide its advertised benefits and failed to fulfill its
26 marketed identity. These misrepresentations and omissions were made with
27 knowledge of their falsehood. The misrepresentation and omissions made by
28 Defendant Aya, upon which Plaintiff and the Class Members reasonably and

1 justifiably relied, were intended to induce and actually induced Plaintiff and Class
2 Members to retain the Challenged Service.

3 31. The fraudulent actions of Defendant Aya caused damage to Plaintiff and
4 Class Members, who are entitled to damages and other legal and equitable relief as a
5 result.

6 **SECOND CAUSE OF ACTION**

7 **Intentional Misrepresentation**

8 32. Plaintiff re-alleges and incorporates by reference the allegations
9 contained in the paragraphs above as if fully set forth herein.

10 33. Defendant Aya represented to Plaintiff and other class members that
11 important facts were true. More specifically, Defendant Aya represented to Plaintiff
12 and the other class members through its advertising for the Challenged Service, that
13 the Challenged Service provided benefits which it actually did not. Defendant Aya's
14 representations were false. Defendant Aya knew that the misrepresentations were
15 false when it made them, or Defendant Aya made the misrepresentations recklessly
16 and without regard for their truth. Defendant Aya intended that Plaintiff and other
17 class members rely on the representations.

18 34. Plaintiff and the other class members reasonably relied on Defendant
19 Aya's representations.

20 35. Plaintiff and the other class members were financially harmed and
21 suffered other damages. Defendant Aya's misrepresentations and/or nondisclosures
22 were the immediate cause of Plaintiff and the other class members purchasing the
23 Challenged Service. Plaintiff's and the other class members' reliance on Defendant
24 Aya's representations was the immediate cause of the financial loss and legal injuries.
25 In absence of the Defendant Aya's misrepresentations and/or nondisclosures, as
26 described above, Plaintiff the other class members, in all reasonable probability, paid
27 monies and provided confidential information to Defendant Aya that otherwise would
28 not have provided.

1 **THIRD CAUSE OF ACTION**

2 **Negligent Misrepresentation**

3 36. Plaintiff re-alleges and incorporates by reference the allegations
4 contained in the paragraphs above as if fully set forth herein. Plaintiff brings this claim
5 individually and on behalf of the proposed Class against Defendant Aya.

6 37. As discussed above, Defendant Aya represented the Challenged Service
7 provided a certain value and quantified benefit. Yet, Defendant Aya failed to disclose
8 that the Challenged Service did not in fact possess its advertised value or identity.
9 Defendant Aya had a duty to disclose this information.

10 38. At the time Defendant Aya made these misrepresentations, Defendant
11 Aya knew or should have known that these misrepresentations were false or made
12 them without knowledge of their truth or veracity. At an absolute minimum,
13 Defendant Aya negligently misrepresented or negligently omitted material facts about
14 the Challenged Service.

15 39. The negligent misrepresentations and omissions made by Defendant Aya,
16 upon which Plaintiff and Class Members reasonably and justifiably relied, were
17 intended to induce and actually induced Plaintiff and Class Members to pay monies
18 to Defendant Aya that they otherwise would not have paid, as well as retain services
19 and provide confidential information that they otherwise would not have.

20 40. The negligent actions of Defendant Aya caused damage to Plaintiff and
21 Class Members, who are entitled to damages and other legal and equitable relief as a
22 result.

23 **FOURTH CAUSE OF ACTION**

24 **Violation of Business & Professions Code § 17200, *et seq.***

25 41. Plaintiff and the Class re-allege and incorporate by reference the
26 allegations contained in the paragraphs above as if fully set forth herein.

27 42. California Business & Professions Code § 17200 *et seq.*, also known as
28 the California Unfair Competition Law (“UCL”), prohibits acts of “unfair

1 competition,” including any unlawful, unfair, fraudulent, or deceptive business act or
2 practice as well as “unfair, deceptive, untrue or misleading advertising.”

3 43. Defendant Aya’s failure to disclose the truth about the Challenged
4 Service’s identity, value and benefits is likely to deceive a reasonable consumer and
5 therefore constitutes a fraudulent or deceptive business practice.

6 44. Defendant Aya sale of the Challenged Service without disclosing the truth
7 about the Challenged Service’s true value and benefits offends established public
8 policy and constitutes an unfair business practice. This injury is not outweighed by
9 any countervailing benefits to consumers or competition.

10 45. Defendant Aya’s conduct is unlawful in that it violated numerous statutes,
11 including Cal. Civ. Code §§ 1770(a); Cal. Civ. Code §§ 1709-1710; and Cal. Civ.
12 Code §§ 1572-1573, as well as constituted common law fraud.

13 46. Defendant Aya further violated Cal. Bus. & Prof. Code § 17200’s
14 prohibition against engaging in “unlawful” business acts or practices by, *inter alia*,
15 failing to comply with California Civil Code § 1750, *et. seq.*

16 47. Plaintiff and Class members have suffered injury in fact and have lost
17 money and/or property as a result of Defendant Aya’s fraudulent, unfair and/or
18 unlawful business practices, in that as a result of Defendant Aya’s violations of the
19 UCL, Plaintiff and the class provided confidential information and tried to use
20 services that they would have provided or obtained had Defendant Aya not violated
21 the UCL.

22 48. Plaintiff and the Class reserve the right to allege other violations of law
23 which constitute other unlawful business acts and practices. Such conduct is ongoing
24 and continues to this date.

25 49. Pursuant to Business and Professions Code §§ 17203 and 17535, Plaintiff
26 and the Class seek an order of this Court enjoining Defendant Aya from continuing
27 to engage, use, or employ their practice of advertising and marketing the Challenged
28 Service in an untruthful manner. Likewise, Plaintiff and the Class seek an order

1 requiring Defendant Aya to disclose such misrepresentations, and additionally request
2 an order awarding Plaintiff restitution of the money wrongfully acquired by
3 Defendant Aya by means of responsibility attached to Defendant Aya's failure to
4 disclose the existence and significance of said misrepresentations in an amount to be
5 determined at trial. Plaintiff and the Class Members also seek full restitution of all
6 monies paid to Defendant Aya as a result of their deceptive practices, interest at the
7 highest rate allowable by law and the payment of Plaintiff's attorneys' fees and costs
8 pursuant to, *inter alia*, California Civil Code Procedure §1021.5. Plaintiff reserves the
9 right to seek additional preliminary or permanent injunctive relief.

10 **FIFTH CAUSE OF ACTION**

11 **Violation of Cal. Civ. Code §§1750, *et seq.***

12 50. Plaintiff re-alleges and incorporates by reference the allegations
13 contained in the paragraphs above as if fully set forth herein.

14 51. This cause of action is brought pursuant to the Consumers Legal
15 Remedies Act, California Civil Code §§ 1750, *et seq.* ("CLRA"). The CLRA prohibits
16 any unfair, deceptive, and/or unlawful practices, as well as unconscionable
17 commercial practices in connection with the sales of any goods or services to
18 consumers. *See* Cal. Civ. Code §1770.

19 52. The CLRA "shall be liberally construed and applied to promote its
20 underlying purposes, which are to protect consumers against unfair and deceptive
21 business practices and to provide efficient economical procedures to secure such
22 protection." Cal. Civ. Code § 1760.

23 53. Defendant Aya is a "person" under the CLRA. Cal. Civ. Code §1761 (c).

24 54. Plaintiff and the putative Class Members are "consumers" under the
25 CLRA. Cal. Civ. Code §1761 (d).

26 55. The Challenged Service constitutes a "service" under the CLRA. Cal.
27 Civ. Code §1761 (a).
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1 56. Plaintiff and the putative Class Members’ reliance and attempt to use the
2 Challenged Service within the Class Period constitute “transactions” under the
3 CLRA. Cal. Civ. Code §1761 (e).

4 57. Defendant Aya’s actions and conduct described herein reflect
5 transactions that have resulted in the sale and/or intended sale of services to
6 consumers.

7 58. Defendant Aya’s failure to market the Challenged Service in accordance
8 with California advertising and marketing requirements constitute an unfair,
9 deceptive, unlawful and unconscionable commercial practice.

10 59. Defendant Aya’s actions have violated at least seven provisions of the
11 CLRA, including §§ 1770(a)(1) through (a)(5), 1770(a)(7), 1770(a)(9) and
12 1770(a)(16).

13 60. As a result of Defendant Aya’s violations, Plaintiff and the Class suffered,
14 and continue to suffer, ascertainable losses they would not have incurred had the
15 Challenged Service been marketed correctly, or in the form of the reduced value of
16 the Challenged Service relative to the Challenged Service as advertised and the retail
17 price they paid.

18 61. In accordance with Cal. Civ. Code § 1780(d), Plaintiff has attached a
19 “venue affidavit” to this Complaint, showing that this action has been commenced in
20 the proper county.

21 62. Pursuant to § 1782 of the CLRA on approximately August 31, 2022,
22 Plaintiff notified Defendant Aya in writing of the particular violations of § 1770 of
23 the CLRA, and demanded Defendant Aya rectify the actions described above by
24 providing monetary relief, agreeing to be bound by its legal obligations, and to give
25 notice to all affected consumers of its intent to do so.

26 63. Defendant Aya has failed to rectify or agree to rectify at least some of the
27 violations associated with actions detailed above and give notice to all affected
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1 consumers within 30 days of receipt of the Cal. Civ. Code § 1782 notice. Thus,
2 Plaintiff seeks actual damages and punitive damages for violation of the Act.

3 64. In addition, pursuant to Cal. Civ. Code §1780(a)(2), Plaintiff is entitled
4 to, and therefore seeks, a Court order enjoining the above-described wrongful acts
5 and practices that violate Cal. Civ. Code §1770.

6 65. Plaintiff and Class Members are also entitled to recover attorneys' fees,
7 costs, expenses, disbursements, and punitive damages pursuant to Cal. Civ. Code §§
8 1780 and 1781.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of herself and on behalf of the Class
11 defined herein, pray for judgment and relief on all Causes of Action as follows:

- 12 A. This action be certified and maintained as a class action and certify the
13 proposed class as defined, appointing Plaintiff as representative of the
14 Class, and appointing the attorneys and law firms representing Plaintiff
15 as counsel for the Class;
- 16 B. For an order declaring the Defendant Aya's conduct violates the statutes
17 referenced herein;
- 18 C. That the Court awards compensatory, statutory and/or punitive damages
19 as to all Causes of Action where such relief is permitted;
- 20 D. That the Court awards Plaintiff and proposed class members the costs of
21 this action, including reasonable attorneys' fees and expenses;
- 22 E. For an order enjoining Defendant Aya from continuing to engage in the
23 unlawful conduct and practices described herein;
- 24 F. That the Court awards equitable monetary relief, including restitution and
25 disgorgement of all ill-gotten gains, and the imposition of a constructive
26 trust upon, or otherwise restricting the proceeds of Defendant Aya's ill-
27 gotten gains, to ensure that Plaintiff and proposed class members have an
28 effective remedy;

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- G. That the Court awards pre-judgment and post-judgment interest at the legal rate;
- H. Imposition of a constructive trust to prevent unjust enrichment and to compel the restoration of property (money) to Plaintiff and the Class which Defendant Aya acquired through fraud.
- I. That the Court orders appropriate declaratory relief; and
- J. That the Court grants such other and further as may be just and proper.

Dated: March 21, 2023

DOGRA LAW GROUP PC

By: 

Shalini Dogra
Attorneys for Plaintiff

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VENUE AFFIDAVIT

I, Juliana Recino, declare as follows:

1. I am a Plaintiff in this action. I make this affidavit pursuant to California Civil Code Section 1780(d).
2. The Complaint in this action is filed in a proper place for the trial of this action because at least one named Defendant is doing business in this county, and one or more of the transactions that form the basis of this action occurred in this county.

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

Dated: 03 / 21 / 2023

Juliana Recino

Juliana Recino

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Aya Healthcare Falsely Advertises Itself as a 'Genuine' Staffing Agency, Class Action Claims](#)
