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 County of Los Angeles
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 CAMPBELL, LYRIC HEMMER, and VICTORIA VALENTINE, on
 behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ASHLEY MAYS, KRISTINA DOVE,
 DYANE CAMPBELL, LYRIC HEMMER,
 and VICTORIA VALENTINE, on behalf of
 themselves and all others similarly situated,

Case No. 20STCV26635

**FOURTH AMENDED CLASS AND
 REPRESENTATIVE ACTION COMPLAINT
 FOR:**

Plaintiffs,

v.

NURTUR, LLC, an Ohio limited liability
 company; and DOES 1 to 10, inclusive,

Defendants.

- (1) Violation of Bus. & Prof. Code §§ 17200, *et seq.* (UCL)
- (2) Violation of Bus. & Prof. Code §§ 17500, *et seq.* (FAL)
- (3) Violation of Civ. Code §§ 1750, *et seq.* (CLRA)
- (4) Breach of Written Contract
- (5) Intentional Misrepresentation
- (6) Negligent Misrepresentation
- (7) Concealment
- (8) False Promise
- (9) Violation of Lab. Code §§ 510, 1182.12, 1194, 1194.2, 1197
- (10) Meal-Period Liability, Lab. Code § 226.7
- (11) Rest-Break Liability, Cal. Lab. Code § 226.7
- (12) Violation of Lab. Code § 226(a)
- (13) Violation of Lab. Code §§ 201, *et seq.*
- (14) Penalties under Lab. Code §§ 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs Ashley Mays, Kristina Dove, Dyane Campbell, Lyric Hemmer, and Victoria
2 Valentine (hereinafter, “Plaintiffs”) complain of defendants Nurtur, LLC, dba Aveda Institute Los
3 Angeles (“Aveda”), Does 1 to 10, inclusive (collectively, “Nurtur”), 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. Plaintiffs 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.

28 6. In short, the Aveda Institute Los Angeles was little more than a diploma mill for

1 rubber-stamping certifications to California authorities so that students could qualify for the state
2 licensing exam, all while providing a worthless education during which students performed
3 uncompensated work.

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

7 **PARTIES**

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

11 9. At all relevant times mentioned herein Plaintiffs were residents of the State of
12 California.

13 10. Plaintiffs are unaware of the true names and capacities, whether individual,
14 corporate, associate, or whatever else, of the defendants sued herein as Does 1 to 10, inclusive, and
15 therefore sue these defendants by such fictitious names. Plaintiffs are informed and believe and
16 thereon allege that each of defendants designated herein as Does is legally responsible in some
17 manner for the unlawful acts referred to herein. Plaintiffs will seek leave to amend this Complaint
18 to reflect the true names and capacities of the defendants designated herein as Does when their
19 identities become known.

20 11. Plaintiffs are informed and believe and thereon allege that each defendant acted in
21 all respects pertinent to this action as the employee, agent, partner, alter-ego, and/or joint venturer
22 of the other defendants; that defendants carried out a joint scheme, business plan, or policy in all
23 respects pertinent hereto; and that the acts of each defendant are legally attributable to the other
24 defendants.

25 **BACKGROUND**

26 12. Nurtur owned and operated an esthetician and cosmetology school called Aveda
27 Institute Los Angeles located at 10935 Weyburn Avenue, Los Angeles, CA 90024.

28 13. To become an esthetician or cosmetologist, candidates must complete substantial

1 coursework before taking required state licensure exams. Cal. Bus. & Prof. Code § 7317.

2 14. In California, students in esthiology, for example, must complete a course in skin
3 care consisting of 600 hours of technical and practical instruction. Cal. Bus. & Prof. Code § 7324;
4 16 Cal. Code Regs. § 950.3.

5 15. The regulations specify how much technical and practical instruction students must
6 receive before taking their examination. Required topics include “Manual, Electrical and Chemical
7 Facials (70 Hours of Technical Instruction and 140 Practical Operations),” “Laws and Regulations
8 (10 Hours of Technical Instruction),” “Health and Safety Considerations (40 Hours of Technical
9 Instruction),” “Disinfection and Sanitation (10 Hours of Technical Instruction),” “Anatomy and
10 Physiology (15 Hours of Technical Instruction),” “Eyebrow Beautification (25 Hours of Technical
11 Instruction and 50 Practical Operations),” and “Make-up (20 Hours of Technical Instruction and 40
12 Practical Operations).”

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

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

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

24 19. “When you graduate you will be prepared for a profitable and fulfilling career in the

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

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

27 ³ <https://aveda.edu/why-aveda/>

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

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

1 beauty industry”⁶ and be “ready to succeed.”⁷

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

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

10 22. Nurtur also misleadingly states that Nurtur is located “on the exciting UCLA
11 campus,”¹² thus suggesting affiliation with UCLA, when in fact the Aveda Institute is a for-profit
12 vocational “school,” which within the timeframe relevant to this lawsuit was situated in between
13 Jerry’s Famous Deli and Taco Bell. *See* Cal. Educ. Code § 94897(i) (prohibiting “[u]se of a name
14 in any manner improperly implying ... [t]he institution is affiliated with any government agency,
15 public or private corporation, agency, or association if it is not, in fact, thus affiliated.”).

16 23. Nurtur’s programs are not cheap. The total cost for Nurtur’s cosmetology program
17 in 2018 was \$27,748.05 and the total cost for its esthetician program was \$16,007.25.¹³

18 24. Unfortunately, Nurtur failed to live up to expectations because students received little
19 to no instruction, supervision, and/or evaluation.

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

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

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

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

27 ⁹ <https://aveda.edu/why-aveda/>

28 ¹⁰ <https://aveda.edu/why-aveda/>

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

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

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

1 Hemmer’s class, to take another example, one of the instructors attempted to teach the class remotely
2 while driving to the gym.

3 26. The majority of the time students did not receive the technical instruction described
4 in 16 Cal. Code Regs. §§ 950.2 and 950.3; instructors were absent and presented non-educational
5 material (e.g., movies, music videos) during class time. Students were forced to learn on their own
6 through YouTube videos or were idle, in violation of California’s Private Postsecondary Education
7 Act of 2009 (PPEA) and corresponding regulations, including 5 Cal. Code Regs. § 71720.

8 27. 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. Cosmetology students did not receive instruction relating to many areas of the curriculum,
12 including chemical straightening, bleaching, braiding, working with textured hair, and makeup, and
13 the esthiology components of the curriculum (e.g., facials, manicures, and pedicures).

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

17 29. Moreover, Nurtur fails to accurately disclose job placement rates to would-be
18 students.

19 30. The Department of Education (DOE) regulates vocational programs that offer federal
20 financial assistance, and schools are required to comply with federal regulations to be eligible to
21 participate in financial assistance programs under the Higher Education Act (HEA). *See* 20 U.S.C.
22 § 1094(a); 34 C.F.R. § 668.14(a). To participate, schools sign a program participation agreement
23 (PPA) certifying compliance with regulatory requirements. *Id.*

24 31. Nurtur receives federal funds under the HEA and thus entered into a PPA certifying
25 compliance with DOE regulations.

26 32. Moreover, to receive federal funds, Nurtur must be accredited by the National
27 Accrediting Commission of Career Arts & Sciences (NACCAS), *see* 20 U.S.C. § 1002(b)(1)(E),

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

1 which requires compliance with licensure requirements in the state where the institution is located.¹⁵
2 Accreditation is also required under California law. *See* Cal. Educ. Code § 94890.

3 33. Under DOE regulations Nurtur is required to disclose job placement rates to
4 prospective students. *See* 20 U.S.C. § 1094(a)(8) (requiring provision of most recent job placement
5 rates to students); 34 C.F.R. § 668.412(a)(8). *See also* Cal. Educ. Code § 94897(b), (c), (j)
6 (prohibited business practices include “overstat[ing] availability of jobs upon graduation,”
7 “advertis[ing] concerning job availability, degree of skill, or length of time required to learn a trade
8 or skill unless the information is accurate or not misleading,” or “[i]n any manner mak[ing] an untrue
9 or misleading ... statement related to ... student completion, placement, employment, salaries, or
10 financial information”).

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

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

16 36. Nurtur failed to meet accreditor job placement requirements for both its esthetician
17 and cosmetology programs and the required placement rates under the federal regulations and/or
18 misrepresented job placement rates.¹⁷

19 37. Nurtur also failed to provide required job placement disclosures to students or
20 otherwise obscured its job placement disclosures or misrepresented job placement rates

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

24 39. But Nurtur’s own statistics for this time period show that only 38 percent of

25 ¹⁵ *See* 2019 NACCAS Handbook, pp. 13, 62 available at [http://naccas.org/naccas/naccas-](http://naccas.org/naccas/naccas-handbook)
26 [handbook](http://naccas.org/naccas/naccas-handbook)

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

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

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

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

1 esthetician students find jobs in their field after graduation, and many of these jobs are part-time.²⁰

2 40. Nurtur obscured this required information. In fact, the job placement disclosures
3 provided to Plaintiffs and other prospective students were dated, did not include available data
4 showing Nurtur's low job placement rates, and/or otherwise misrepresented, suppressed, or
5 obscured job placement rates to students.

6 41. For example, no data whatsoever was provided to Plaintiff Mays or putative class
7 members for 2017 or later, including on-time completion rates and gainful employment disclosures
8 that Nurtur was required to provide.

9 42. These disclosures are material to consumers because they include information upon
10 which a reasonable person would rely when deciding whether to attend a vocational school such as
11 Nurtur, and this is precisely why the state and federal law requires vocational schools to provide
12 such information to prospective students. *See also* 34 C.F.R. § 685.222(f)(3) (establishing
13 presumption that each member of a group of borrowers reasonably relied upon misrepresentations
14 relating to the nature of the educational program and the employability of graduates under 34 C.F.R.
15 § 668, subpart F).

16 43. Moreover, the practical operations that students performed did not serve an
17 educational purpose; rather they benefited Nurtur.

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

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

23 46. Students perform these services but do not receive compensation or gratuities
24 therefor.

25 47. Despite the diversity of cosmetology services available to the public, students
26 generally performed the same operations over and over again. For instance, most of the facials

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

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

²² *Id.*

1 Plaintiffs performed were basic facials. Further, despite Nurtur's representations,²³ instructors did
2 not supervise these operations, or provide instruction or evaluation either before or after the
3 operations.²⁴ See 5 Cal. Code Regs. § 71710(f) (requiring state-licensed education program to
4 include "[e]valuation by duly qualified faculty").

5 48. Moreover, students performed repetitive and menial tasks, including but not limited
6 to doing the laundry for the entire school, sweeping and mopping floors, cleaning workstations and
7 workrooms, refilling product bottles, rearranging desks, stacking chairs, folding aprons, setting up
8 and breaking down workstations, cleaning mirrors, cleaning counters, cleaning chairs, cleaning
9 bowls and brushes, removing hair clogs from the hair wash bowls, pre-folding hair foils, going to
10 the store to buy supplies, and soliciting live models on the street or in grocery stores.

11 49. Nurtur profited from this work. Not only did Plaintiffs and other students pay
12 handsomely to attend Aveda Institute, but Nurtur also received money from customers who received
13 services performed entirely by students.

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

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

21 52. Nurtur falsely represents that students receive hundreds of hours of technical and
22 practical instruction that Nurtur does not actually provide.

23 53. Nurtur provides no instruction for the majority of the time. In the classroom, students
24 are left to their own devices without any instruction whatsoever.

25 54. Moreover, students do not receive instruction for practical operations but do the same

26 ²³ <https://nurturavedainstitutes.com/programs/>; [http://nurturavedainstitutes.com/los-angeles-](http://nurturavedainstitutes.com/los-angeles-service-menu/)
27 [service-menu/](http://nurturavedainstitutes.com/los-angeles-service-menu/)

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

1 repetitive tasks again and again without supervision or evaluation from instructors, or else perform
2 routine, menial, non-educational tasks that should not be counted toward the completion of students'
3 clock-hour requirements. 5 Cal. Code Regs. § 71710(f) (requiring state-licensed education program
4 to include “[e]valuation by duly qualified faculty”).

5 55. However, Nurtur includes time that Plaintiffs and other students spend on these tasks
6 as part of the clock-hour requirements to enable students to qualify for state licensing exams. Nurtur
7 then falsely certifies to the California Bureau for Private Postsecondary Education and NACCAS
8 compliance with clock-hour requirements.

9 56. In sum, Nurtur violates 34 C.F.R. §§ 668.72 and 668.74, Cal. Educ. Code § 94897,
10 5 Cal. Code Regs. § 71720, and its own accreditor’s standards,²⁵ by misrepresenting, *inter alia*, the
11 number, availability, and qualifications, including training and experience, of its faculty and other
12 personnel; its location (allegedly on the UCLA campus); employability of graduates, including job
13 placement rates; and the appropriateness of its courses and programs to the employment objectives
14 that it states its programs are designed to meet.

15 57. Furthermore, in July 2019, California’s Bureau for Private Postsecondary Education
16 (BPPE) issued a citation to Nurtur for violating the Private Postsecondary Education Act of 2009
17 (PPEA) owing to Nurtur’s failure to submit Student Tuition Recovery Fund (STRF) Reporting
18 Forms with STRF assessments for the fourth quarter of 2018 and the first quarter of 2019 and its
19 failure to pay all required fees to the BPPE. An institution that fails to comply with these
20 requirements is not legally permitted to operate in California. *See* 5 Cal. Code Regs. §§ 71398(d),
21 71485; Cal. Educ. Code 94801.5(c).

22 58. Nurtur’s misconduct has real consequences on students like Plaintiffs, who had to
23 take time off from work to attend Nurtur’s esthetician program, and lost income as a result.

24 59. To compensate for this loss of income, and pay for Nurtur’s expensive program,
25 Plaintiffs, or some of them, like 85 percent of other students,²⁶ applied for and received federal

26 ²⁵ *See* NACCAS 2019 Handbook, Policy IV.04 (stating that “[t]he catalogue ... [must] avoid[]
false, misleading and exaggerated statements.”).

27 ²⁶ [https://nurturavedainstitutes.com/wp-content/uploads/2019/05/2017-data-AILA-Esthetician-
28 SPFS-FINAL-5-13-19.pdf](https://nurturavedainstitutes.com/wp-content/uploads/2019/05/2017-data-AILA-Esthetician-SPFS-FINAL-5-13-19.pdf)

1 financial aid.²⁷ Many such loans are still in repayment.²⁸

2 CLASS ALLEGATIONS

3 60. Plaintiffs bring this action on behalf of themselves and on behalf of all others
4 similarly situated pursuant to Code Civ. Proc. § 382 on behalf of the following class:

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

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

13 62. This action has been brought and may properly be maintained as a class action under
14 Code Civ. Proc. § 382 because questions of law or fact common to class members predominate over
15 any questions affecting only individual members, and a class action is superior to other available
16 methods for fairly and efficiently adjudicating the controversy.

17 **A. Numerosity**

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

23 **B. Common Questions Predominate**

24 64. There are questions of law and fact common to the classes that predominate over any
25 questions affecting only individual putative class members. Thus proof of a common set of facts

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

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

1 will establish the right of each class member to recovery. These common questions of law and fact
2 include but are not limited to the following:

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

20 **C. Typicality**

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

25 **D. Adequacy**

26 66. Plaintiffs will fairly and adequately represent and protect the interests of class
27 members. Counsel who represent Plaintiffs and putative class members are experienced and
28 competent in litigating consumer class actions.

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1 72. Nurtur violates the unlawful prong of the UCL by violating DOE regulations,
2 including 34 C.F.R. §§ 668.72 and 668.74, and California law, including Cal. Educ. Code §
3 94801.5(c), 94897(i) and 5 Cal. Code Regs. §§ 71710(f), 71720, 71398(d), 71485, prohibiting
4 Nurtur from misrepresenting the number, availability, and qualifications, including training and
5 experience, of its faculty and other personnel, its location, and employability of graduates; by
6 violating state and federal laws requiring the completion of clock-hour requirements, including Cal.
7 Bus. & Prof. Code §§ 7362.5, 7364, 7365, 7366, 16 Cal. Code Regs. §§ 950.1-5, *see also* 20 U.S.C.
8 § 1094(a)(8); by violating state and federal laws requiring minimum job placement rates and
9 disclosure of job placement rates to prospective students, including 34 C.F.R. §§ 668.412(a)(8),
10 668.8(d), 20 U.S.C. § 1002(b)(1)(E) (requiring accreditation with agency that requires minimum job
11 placement rate); and by violating California’s False Advertising Law (FAL), Cal. Bus. & Prof. Code
12 §§ 17500, *et seq.*, the Consumer Legal Remedies Act (CLRA), Cal. Civ. Code § 1750, *et seq.*, and
13 California Labor Code, as alleged below.

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

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

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

27 76. Worse, Nurtur used its students as an unpaid workforce to perform treatments to
28 paying customers and to perform routine, repetitive, menial, and non-education tasks that would

1 normally be provided by regular employees. Nurtur retained the value from these treatments
2 performed by its “students” to salon customers without paying students wages and, on the contrary,
3 charging hefty tuition (which students almost always had to take out loans to pay for) in order to
4 obtain free labor. In this way, Nurtur obtained a substantial advantage over competitors that paid
5 for the labor it took to run their businesses and did not extract “tuition” from their employees.

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

12 78. A business act or practice is “fraudulent” under the UCL if it is likely to deceive
13 members of the consuming public.

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

25 80. Through its fraudulent acts and practices, Nurtur has improperly obtained money
26 from Plaintiffs and the putative class. Plaintiffs request that this Court order Nurtur to restore this
27 money to Plaintiffs and the putative class and to enjoin Nurtur from continuing to violate the UCL.

28 81. As a result of Nurtur’s conduct described herein and its willful, reckless, and/or

1 grossly negligent violations of California Business & Professions Code § 17203, Plaintiffs and
2 putative class members have lost money or property and suffered harm, as described herein.

3 82. Pursuant to California Business & Professions Code § 17203, Plaintiffs seek an order
4 enjoining Nurtur from continuing to engage in the unfair and unlawful conduct described herein and
5 for the disgorgement of all ill-gotten profits.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW**

8 **BUS. & PROF. CODE SECTION 17500, *et seq.* (THE "FAL")**

9 83. Plaintiffs hereby incorporate by reference the allegations contained in this
10 Complaint.

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

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

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

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

28 ///

1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT,**
3 **CAL. CIVIL CODE SECTION 1750, *et seq.* (THE "CLRA")**

4 88. Plaintiffs hereby incorporate by reference the allegations contained in this
5 Complaint.

6 89. This cause of action is brought pursuant to the Consumers Legal Remedies Act,
7 California Civil Code §§ 1750, *et seq.* (the "CLRA").

8 90. Plaintiffs and each member of the putative class are "consumers" within the meaning
9 of Civil Code § 1761(d).

10 91. Nurtur's cosmetology and esthetician programs are "transactions" within the
11 meaning of Civil Code § 1761(e) because they are agreements between Plaintiffs and putative class
12 members and Nurtur for the provision of "goods" or "services" within the meaning of Civil Code §
13 1761(a).

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

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

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

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

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

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

18 **FOURTH CAUSE OF ACTION**

19 **BREACH OF WRITTEN CONTRACT**

20 97. Plaintiffs hereby incorporate by reference the allegations contained in this
21 Complaint.

22 98. Plaintiffs and each student entered into contracts with Nurtur whereby Nurtur
23 promised to provide quality instruction in accordance with regulatory requirements in exchange for
24 a substantial tuition and promised to comply with all legal requirements, including those pertaining
25 to completion and job placement rates.²⁹

26 99. Nurtur breached this contract, however, by failing to provide instruction or even

27 ²⁹ See NACCAS 2019 Handbook, Policy IV.03 (stating "[a] contractual relationship exists between
28 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 instructors qualified to provide instruction, failing to provide required disclosures, falsely certifying
2 the completion of required coursework to the state to qualify students for licensure, and requiring
3 students instead to perform repetitive, menial tasks for paying customers; moreover, Nurtur's failure
4 to provide the required disclosures as described above renders the contracts void or voidable under
5 Cal. Educ. Code § 94902, thus entitling Plaintiffs and class members to a refund of their tuition.

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

9 **FIFTH CAUSE OF ACTION**

10 **INTENTIONAL MISREPRESENTATION**

11 **(only as to Plaintiffs Mays, Dove, Campbell, and Hemmer)**

12 103. Plaintiffs Mays, Dove, Campbell, and Hemmer hereby incorporate by reference the
13 allegations contained in this Complaint.

14 104. Nurtur made representations of fact regarding the number, availability, and
15 qualifications, including training and experience, of its faculty and other personnel; the location of
16 its campus and affiliation; and the employability of graduates, including job placement rates; and its
17 fulfillment and certification of the requisite coursework and clock-hour requirements.

18 105. These statements were made in writing to Plaintiffs Mays, Dove, Campbell, and
19 Hemmer through (1) Nurtur's website, which Plaintiffs Mays, Dove, Campbell, and Hemmer
20 viewed before starting at Nurtur, (2) the course catalogue, which formed a part of the enrollment
21 agreement and which students were required to review and sign before starting at Nurtur, (3) the
22 required School Performance Fact Sheet that students were required to review and initial before
23 starting at Nurtur, and (4) Nurtur's Proof of Training Document certifying the completion of
24 required coursework and clock-hours, which school administrators signed when Plaintiffs Mays,
25 Dove, Campbell, and Hemmer completed Nurtur's programs.

26 106. By way of example, Nurtur, through one of its recruiters, Gail S. Godown, presented
27 Plaintiff Mays with the misrepresentations contained in the enrollment agreement, course catalogue,
28 and School Performance Fact Sheet on or around January 10, 2019, and Authorized School

1 Representative Kendall Casey signed and falsely certified Plaintiff Mays's completion of required
2 clock hours on or around June 15, 2019. Plaintiff Mays also viewed the misrepresentations
3 appearing on Nurtur's website and identified in paragraphs 16-22 above before signing an
4 enrollment agreement on January 10, 2019.

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

6 108. Nurtur knew that these representations were false at the time Nurtur made them.

7 109. Nurtur intended that Plaintiffs Mays, Dove, Campbell, and Hemmer should rely on
8 its representations whether to attend Nurtur's programs and take the state licensing examination.

9 110. Plaintiffs Mays, Dove, and Campbell reasonably relied on Nurtur's representations.
10 *See, e.g.*, 34 C.F.R. § 685.222(f)(3).

11 111. Plaintiffs Mays, Dove, Campbell, and Hemmer were harmed by Nurtur's
12 representations in that they paid money to attend Nurtur's programs and to take the state licensing
13 exam, and in that they performed free labor outside the educational experience.

14 112. Nurtur's representations were a substantial factor in causing Plaintiffs Mays, Dove,
15 Campbell, and Hemmer to attend Nurtur's programs and to take the state licensing exam.

16 113. Nurtur's conduct was malicious, oppressive, and fraudulent in that it was intended to
17 cause Plaintiffs Mays, Dove, Campbell, and Hemmer injury, namely, the deprivation of money, and
18 was done with a willful and knowing disregard of the rights of Plaintiffs Mays, Dove, Campbell,
19 and Hemmer and subjected Plaintiffs Mays, Dove, Campbell, and Hemmer to cruel and unjust
20 hardship in knowing disregard of their rights, thereby justifying an award of putative or exemplary
21 damages.

22 114. Plaintiffs Mays, Dove, Campbell, and Hemmer suffered an ascertainable loss and are
23 entitled to relief and compensatory and punitive damages, in an amount to be determined at trial.

24 **SIXTH CAUSE OF ACTION**

25 **NEGLIGENT MISREPRESENTATION**

26 **(only as to Plaintiffs Mays, Dove, Campbell, and Hemmer)**

27 115. Plaintiffs Mays, Dove, Campbell, and Hemmer hereby incorporate by reference the
28 allegations contained in this Complaint. Plaintiffs Mays, Dove, Campbell, and Hemmer plead this

1 cause of action in the alternative to the foregoing cause of action.

2 116. Nurtur made representations of fact regarding the number, availability, and
3 qualifications, including training and experience, of its faculty and other personnel; the location of
4 its campus and affiliation; the employability of graduates, including job placement rates; and its
5 fulfillment and certification of the requisite coursework and clock-hour requirements.

6 117. These statements were made in writing to Plaintiffs Mays, Dove, Campbell, and
7 Hemmer through (1) Nurtur's website, which Plaintiffs Mays, Dove, Campbell, and Hemmer
8 viewed before starting at Nurtur, (2) the course catalogue, which formed a part of the enrollment
9 agreement and which Plaintiffs Mays, Dove, Campbell, and Hemmer were required to review and
10 sign before starting at Nurtur, (3) the required School Performance Fact Sheet that Plaintiffs Mays,
11 Dove, Campbell, and Hemmer were required to review and initial before starting at Nurtur, and (4)
12 Nurtur's Proof of Training Document certifying the completion of required coursework and clock-
13 hours, which school administrators signed when Plaintiffs Mays, Dove, Campbell, and Hemmer
14 completed Nurtur's programs.

15 118. By way of example, Nurtur, through one of its recruiters, Gail S. Godown, presented
16 Plaintiff Mays with the misrepresentations contained in the enrollment agreement, course catalogue,
17 and School Performance Fact Sheet on or around January 10, 2019, and Authorized School
18 Representative Kendall Casey signed and falsely certified Plaintiff Mays's completion of required
19 clock hours on or around June 15, 2019. Plaintiff Mays also viewed the misrepresentations
20 appearing on Nurtur's website and identified in paragraphs 16-22 above before signing an
21 enrollment agreement on January 10, 2019.

22 119. Nurtur had no reasonable grounds for believing that these representations were true.

23 120. Nurtur intended that Plaintiffs Mays, Dove, Campbell, and Hemmer should rely on
24 its representations when deciding to attend Nurtur's programs and take the state licensing
25 examination.

26 121. Plaintiffs Mays, Dove, Campbell, and Hemmer reasonably relied on Nurtur's
27 representations. *See, e.g.*, 34 C.F.R. § 685.222(f)(3).

28 122. Plaintiffs Mays, Dove, Campbell, and Hemmer were harmed by Nurtur's

1 representations in that they paid money to attend Nurtur's programs and to take the state licensing
2 exam, and in that they performed free labor outside the educational experience.

3 123. Nurtur's representations were a substantial factor in causing Plaintiffs Mays, Dove,
4 Campbell, and Hemmer to attend Nurtur's programs and to take the state licensing exam.

5 124. Plaintiffs Mays, Dove, Campbell, and Hemmer suffered an ascertainable loss and are
6 entitled to relief and compensatory and punitive damages, in an amount to be determined at trial.

7 **SEVENTH CAUSE OF ACTION**

8 **CONCEALMENT**

9 **(only as to Plaintiffs Mays, Dove, Campbell, and Hemmer)**

10 125. Plaintiffs Mays, Dove, Campbell, and Hemmer hereby incorporate by reference the
11 allegations contained in this Complaint.

12 126. Nurtur disclosed some facts to Plaintiffs Mays, Dove, Campbell, and Hemmer but
13 intentionally failed to disclose other facts, thus making the disclosures deceptive. Specifically,
14 Nurtur concealed truthful information, or made affirmative representations that had the effect of
15 concealing truthful information, about the number, availability, and qualifications, including
16 training and experience, of its faculty and other personnel; the location of its campus and affiliation;
17 the employability of graduates, including job placement rates; and its fulfillment and certification
18 of the requisite coursework and clock-hour requirements.

19 127. Nurtur concealed the foregoing material facts by making affirmative statements in
20 writing to Plaintiffs Mays, Dove, Campbell, and Hemmer student through (1) Nurtur's website,
21 which Plaintiffs Mays, Dove, Campbell, and Hemmer viewed before starting at Nurtur, (2) the
22 course catalogue, which formed a part of the enrollment agreement and which Plaintiffs Mays,
23 Dove, Campbell, and Hemmer were required to review and sign before starting at Nurtur, (3) the
24 required School Performance Fact Sheet that Plaintiffs Mays, Dove, Campbell, and Hemmer were
25 required to review and initial before starting at Nurtur, and (4) Nurtur's Proof of Training Document
26 certifying the completion of required coursework and clock-hours, which school administrators
27 signed when Plaintiffs Mays, Dove, Campbell, and Hemmer completed Nurtur's programs.

28 128. By way of example, Nurtur, through one of its recruiters, Gail S. Godown, concealed

1 the foregoing material facts from Plaintiff Mays through the enrollment agreement, course
2 catalogue, and School Performance Fact Sheet on or around January 10, 2019, and Authorized
3 School Representative Kendall Casey concealed material facts by signing and falsely certifying
4 Plaintiff Mays's completion of required clock hours on or around June 15, 2019. Plaintiff Mays
5 also viewed the misrepresentations appearing on Nurtur's website and identified in paragraphs 16-
6 22 above before signing an enrollment agreement on January 10, 2019.

7 129. Plaintiffs Mays, Dove, Campbell, and Hemmer were unaware of the concealed facts.

8 130. Nurtur intended to deceive Plaintiffs Mays, Dove, Campbell, and Hemmer by
9 concealing the foregoing facts.

10 131. If Nurtur had sufficiently disclosed the omitted information Plaintiffs Mays, Dove,
11 Campbell, and Hemmer would have acted differently, including not attending Nurtur's programs or
12 paying for the state licensing exam.

13 132. Nurtur intended that Plaintiffs Mays, Dove, Campbell, and Hemmer should rely on
14 its representations when deciding to attend Nurtur's programs and take the state licensing exam.

15 133. Plaintiffs Mays, Dove, Campbell, and Hemmer reasonably relied on Nurtur's
16 representations. *See, e.g.*, 34 C.F.R. § 685.222(f)(3).

17 134. Plaintiffs Mays, Dove, Campbell, and Hemmer were harmed by Nurtur's
18 representations in that they paid money to attend Nurtur's programs and to take the state licensing
19 exam, and in that they performed free labor outside the educational experience.

20 135. Nurtur's representations were a substantial factor in causing Plaintiffs Mays, Dove,
21 Campbell, and Hemmer to attend Nurtur's programs and to take the state licensing exam.

22 136. Nurtur's conduct was malicious, oppressive, and fraudulent in that it was intended to
23 cause Plaintiffs Mays, Dove, Campbell, and Hemmer injury, namely, the deprivation of money, and
24 was done with a willful and knowing disregard of the rights of Plaintiffs Mays, Dove, and Campbell
25 and subjected Plaintiffs Mays, Dove, Campbell, and Hemmer to cruel and unjust hardship in
26 knowing disregard of their rights, thereby justifying an award of putative or exemplary damages.

27 137. Plaintiffs Mays, Dove, Campbell, and Hemmer suffered an ascertainable loss and are
28 entitled to relief and compensatory and punitive damages, in an amount to be determined at trial.

1 **EIGHTH CAUSE OF ACTION**

2 **FALSE PROMISE**

3 **(only as to Plaintiffs Mays, Dove, Campbell, and Hemmer)**

4 138. Plaintiffs Mays, Dove, Campbell, and Hemmer hereby incorporate by reference the
5 allegations contained in this Complaint.

6 139. Nurtur made promises to Plaintiffs Mays, Dove, Campbell, and Hemmer regarding
7 the number, availability, and qualifications, including training and experience, of its faculty and
8 other personnel; the location of its campus and affiliation; and the employability of graduates,
9 including job placement rates; and its fulfillment and certification of the requisite coursework and
10 clock-hour requirements.

11 140. These statements were made in writing to Plaintiffs Mays, Dove, Campbell, and
12 Hemmer through (1) Nurtur's website, which Plaintiffs Mays, Dove, Campbell, Hemmer viewed
13 before starting at Nurtur, (2) the course catalogue, which formed a part of the enrollment agreement
14 and which students were required to review and sign before starting at Nurtur, (3) the required
15 School Performance Fact Sheet that students were required to review and initial before starting at
16 Nurtur, and (4) Nurtur's Proof of Training Document certifying the completion of required
17 coursework and clock-hours, which school administrators signed when Plaintiffs Mays, Dove,
18 Campbell, and Hemmer completed Nurtur's programs.

19 141. By way of example, Nurtur, through one of its recruiters, Gail S. Godown, presented
20 Plaintiff Mays with the misrepresentations contained in the enrollment agreement, course catalogue,
21 and School Performance Fact Sheet on or around January 10, 2019, and Authorized School
22 Representative Kendall Casey signed and falsely certified Plaintiff Mays's completion of required
23 clock hours on or around June 15, 2019. Plaintiff Mays also viewed the misrepresentations
24 appearing on Nurtur's website and identified in paragraphs 16-22 above before signing an
25 enrollment agreement on January 10, 2019.

26 142. Nurtur did not intend to perform on these promises when Nurtur made them.

27 143. Nurtur intended Plaintiffs Mays, Dove, Campbell, and Hemmer to rely on these
28 promises when deciding whether to attend Nurtur's programs and take the state licensing

1 examination.

2 144. Plaintiffs Mays, Dove, Campbell, and Hemmer reasonably relied on Nurtur's
3 promises. *See, e.g.*, 34 C.F.R. § 685.222(f)(3).

4 145. Nurtur broke its promises to Plaintiffs Mays, Dove, Campbell, and Hemmer in that
5 Nurtur did not provide a sufficient number of qualified instructors to satisfy the clock-hour
6 requirements to become an esthetician or cosmetologist, let alone provide "industry-leading"
7 instruction to enable students to launch successful careers in the field; did not have any affiliation
8 with UCLA or the UCLA campus; did not have the represented and requisite job-placement rates;
9 and did not provide the requisite coursework or clock hours to Plaintiffs Mays, Dove, Campbell,
10 and Hemmer upon completion of the programs.

11 146. Plaintiffs Mays, Dove, Campbell, and Hemmer were harmed by Nurtur's
12 representations in that they paid money to attend Nurtur's programs and to take the state licensing
13 exam, and in that they performed free labor outside the educational experience.

14 147. Nurtur's representations were a substantial factor in causing Plaintiffs Mays, Dove,
15 Campbell, and Hemmer to attend Nurtur's programs and to take the state licensing exam.

16 148. Nurtur's conduct was malicious, oppressive, and fraudulent in that it was intended to
17 cause Plaintiffs Mays, Dove, Campbell, and Hemmer injury, namely, the deprivation of money, and
18 was done with a willful and knowing disregard of the rights of Plaintiffs Mays, Dove, Campbell,
19 and Hemmer and subjected Plaintiffs Mays, Dove, Campbell, and Hemmer to cruel and unjust
20 hardship in knowing disregard of their rights, thereby justifying an award of putative or exemplary
21 damages.

22 149. Plaintiffs Mays, Dove, Campbell, and Hemmer suffered an ascertainable loss and are
23 entitled to relief and compensatory and punitive damages, in an amount to be determined at trial.

24 **NINTH CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES AND OVERTIME**

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

27 150. Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

28 151. As alleged above, Plaintiffs and students performed routine, repetitive, menial, and

1 non-educational activity for Nurtur, including but not limited to laundry for the entire school and
2 cleaning workstations and workrooms; they also repetitively performed basic services and
3 treatments without supervision, instruction, or evaluation beyond what was required to complete
4 their coursework or qualify for their licensing exams.

5 152. Customers visiting Nurtur's salon paid Nurtur for services provided by these
6 students, who in some respects displaced regular employees of Nurtur, which would have otherwise
7 had to employ such employees in greater number or for longer hours.

8 153. However, Plaintiffs and putative class members did not receive at least the minimum
9 wage for all hours worked, in violation of California Labor Code §§ 510, 1182.12, 1194, 1194.2,
10 and 1197.

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

14 155. Nurtur's failure to pay compensation in a timely fashion also constituted a violation
15 of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four
16 (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the
17 California Labor Code, Nurtur has failed to pay all wages earned by Plaintiffs and putative class
18 members. Each such failure to make a timely payment of compensation to Plaintiffs and putative
19 class members constitutes a separate violation of California Labor Code § 204.

20 156. Plaintiffs and putative class members have been damaged by these violations of
21 California Labor Code §§ 204, 510, 1182.12, 1194, and 1197, and the relevant orders of the
22 Industrial Welfare Commission.

23 157. Consequently, pursuant to California Labor Code §§ 204, 510, 1182.12, 1194, and
24 1197 (and the relevant orders of the Industrial Welfare Commission), Nurtur is liable to Plaintiffs
25 and putative class members for the full amount of all their unpaid wages and overtime, with interest,
26 plus their reasonable attorneys' fees and costs.

27 158. Pursuant to California Labor Code § 1194.2, Plaintiffs and putative class members
28 are also entitled to liquidated damages in an amount equal to the wages unlawfully unpaid and

1 interest thereon.

2 **TENTH CAUSE OF ACTION**

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

4 159. Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

5 160. Plaintiffs and putative class members regularly worked greater than five (5) hours
6 and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone
7 for a shift of more than five (5) hours without providing him or her with a meal period of not less
8 than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with
9 a second meal period of not less than thirty (30) minutes.

10 161. Nurtur failed to provide Plaintiffs and putative class members with meal periods as
11 required under the Labor Code. Because Nurtur did not consider Plaintiffs and putative class
12 members employees, it did not provide the required meal periods for work periods exceeding five
13 (5) hours or ten (10) hours.

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

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

21 **ELEVENTH CAUSE OF ACTION**

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

23 164. Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

24 165. Plaintiffs and putative class members consistently worked consecutive four (4) hour
25 shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Plaintiffs and putative
26 class members were entitled to paid rest breaks of not less than ten (10) minutes for each work
27 period of four (4) hours or major fraction thereof.

28 166. Nurtur failed to provide Plaintiffs and putative class members with timely rest

1 breaks of not less than ten (10) minutes per work period of four (4) hours or major fraction thereof.

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

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

9 **TWELFTH CAUSE OF ACTION**

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

11 169. Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

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

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

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

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

28 174. Pursuant to Labor Code §§ 226(a) and 226(e), Plaintiffs and putative class members

1 are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
2 in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay
3 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled
4 to an award of costs and reasonable attorneys' fees.

5 **THIRTEENTH CAUSE OF ACTION**

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

7 175. Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

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

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

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

17 **FOURTEENTH CAUSE OF ACTION**

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

19 179. Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

20 180. Plaintiffs bring this claim as a representative action on behalf of all current and former
21 aggrieved employees of Nurtur.

22 181. Plaintiffs are aggrieved employees as defined under Labor Code § 2699(c) in that she
23 suffered the violations alleged in this Complaint and was employed by the alleged violators, Nurtur.

24 182. Plaintiffs seek wages and penalties under Labor Code § 2699 for Nurtur's violation
25 of all Labor Code provisions identified in this Complaint, including but not limited to Labor Code
26 sections 226, 226.7, 201, 202, 203, 204, 510, 512, 558, 558.1, 1182.12, 1194, 1194.2, 1197, and
27 Industrial Welfare Commission Wage Order 2-2001. These penalties shall be allocated as follows:
28 75 percent to the Labor and Workforce Development Agency (LWDA) and 25 percent to the affected

1 employees.

2 183. On or around June 9, 2020, Plaintiff Mays gave written notice by online filing with
3 the LWDA and by certified mail to Nurtur of the specific Labor Code provisions alleged to have
4 been violated and paid the required filing fee. The LWDA has not provided notice of its intent to
5 investigate the alleged violations of the Labor Code provisions listed in Labor Code § 2699.5 that
6 are identified in this Complaint within 65 calendar days of the postmark date of the aforesaid notice,
7 nor has Nurtur cured the violations of all Labor Code provisions other than those listed in Labor
8 Code § 2699.5 that are identified in this Complaint within 33 calendar days of the postmark date of
9 the aforesaid notice.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs, on behalf of themselves and all members of the proposed class,
12 seek judgment in their favor and against Nurtur based on the following requested relief:

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

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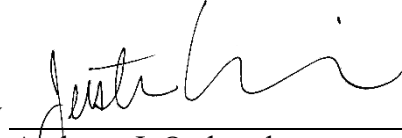
JURY DEMAND

Plaintiffs hereby demand a jury trial on all issues so triable.

DATED: August 24, 2023

COUNSELONE, PC

By



Anthony J. Orshansky
Alexandria R. Kachadoorian
Justin Kachadoorian

*Attorneys for Plaintiffs Ashley Mays,
Kristina Dove, Dyane Campbell, Lyric
Hemmer, and Victoria Valentine, on
behalf of themselves and all others
similarly situated*

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 9301 Wilshire Blvd., Ste. 650, Beverly Hills, CA 90210, lanie@counselongroup.com. On October 31, 2023, I served the foregoing **FOURTH AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on Interested Parties in this action by sending a true copy thereof addressed as follows:

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☐ **(BY U.S. MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Encino, California for regular delivery. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☒ **(BY ELECTRONIC SERVICE)** Based on CCP 1010.6 or a court order, I caused the documents to be sent to the persons listed above through File & ServeXpress. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 31, 2023, at Los Angeles, California.


Lanie Lim